

City Council Meeting Agenda

December 16, 2024

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

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

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

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

Testimony will be accepted in the following manner:

- **Written comments submitted in advance:** [Email comments to the City Council](#) until 12:00 p.m. December 16, 2024. Comments will be compiled and sent to the City Council and entered into the record.
- **In-person or remote testimony during the meeting:** Register in-person at City Hall. In-person registration is open until 6:30 p.m. on December 16, 2024. Instructions will be provided on-site. Register to testify online. Online registration is open until 12:00 p.m. on December 16, 2024.

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

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

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

Workshops: 5:00 -5:30 p.m.

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

Green Building Program Update (Approximately 30 minutes)

Rebecca Small, Senior Policy Analyst, rebecca.small@cityofvancouver.us

Council Dinner / Executive Session Re: Potential Litigation RCW 42.30.110 (1)(i)(iii)
(approximately 30 minutes)

Regular Council Meeting

6:30 PM

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

Pledge of Allegiance

Call to Order and Roll Call

Approval of Minutes

Minutes - November 22, 2024

Minutes - November 25, 2024

Minutes - December 2, 2024

Minutes - December 9, 2024

Proclamations

Community Service Week

Homeless Persons' Memorial

Community Communication

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

Consent Agenda

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

1. Bid Award - Office Furniture and Design Services - C-101822

Staff Report: 260-24

Request: Approve the attached contract for office furniture and design services to HMI Oregon Dealership, Inc. (d/b/a Pacific WRO) for a five-year period beginning 1/1/2025.

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

2. Bid Award - Agreement Between the City of Vancouver and Scott Edwards Architecture for Architectural Services for the Bridge Shelter - C-101824

Staff Report: 261-24

Request: Professional Services Contract approval

3. Contract Increase - Houston-Galveston Area Council AM10-23 for Purchase of Ambulance, EMS, and Other Special Services Vehicles - C-101461

Staff Report: 262-24

Request: Approve an increase in the contract threshold from \$300,000 to \$400,000 to accommodate the construction of one mobile command unit for Police for crime scene negotiations.

Jacob Mahan, Senior Management Analyst, jacob.mahan@cityofvancouver.us

4. Contract Amendment - Fourth Plain Commons Operator - C-101345

Staff Report: 263-24

Request: Approve contract amendment for the Fourth Plain Commons Operator Contract C-101345 to extend the term through December 31, 2026.

Shannon Williams, Senior Planner, shannon.williams@cityofvancouver.us

5. Contract Amendment - Thrive2Survive Service Provider 2025 Contract Renewal - C-101457

Staff Report: 264-24

Request: On Monday, December 16, 2024, approve the 2025 amendment for Thrive 2 Survive as the Service Provider at Safe Park for a second year.

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

6. Contract Amendment- Professional Services Agreement for Community Court Services- C-20241212

Staff Report: 271-24

Request: On Monday, December 16, 2024, approve a Second Amendment to the Professional Services Contract for Community Court Services to extend the term through December 31, 2028.

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

7. Lease Agreement - 2025 Fixed Base Operator

Staff Report: 265-24

Request: Authorize the City Manager, or designee, to sign a new lease agreement with Aero Maintenance Inc. for the use of facilities at Pearson Field Airport.

Meredith Fox, Airport Manager, meredith.fox@cityofvancouver.us

8. Approval of Real Property Purchase and Sale Agreement for 5313 NE 94th Avenue

Staff Report: 266-24

Request: Approve the real property purchase and sale agreement for the property at 5313 NE 94th Avenue in substantially the form attached with the intention of siting the bridge shelter at that location. Direct and authorize the City Manager, or designee, to waive administrative City of Vancouver land use development and building permit fees for design and construction of a bridge shelter at this site.

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

9. Ratification of Emergency Order 2024-01

A RESOLUTION ratifying Emergency Order No. 2024-01, issued by the Vancouver City Manager on December 12, 2024.

Staff Report: 272-24

Request: Adopt a resolution ratifying Emergency Order 2024-01.

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

10. 2025 Public, Educational and Governmental Grants

A RESOLUTION relating to cable television and to the award of Public, Educational and Governmental (“PEG”) capital contribution funds to The Vancouver Educational Telecommunications Consortium (“TV ETC”) and Clark Vancouver Television (“CVTV”) respectively, the designated educational and government access providers for the City of Vancouver.

Staff Report: 267-24

Request: Approve the resolution for the 2025 Public, Educational and Governmental Grants for CVTV and TV ETC.

Kerry Peck, Administrative Assistant, Kerry.Peck@cityofvancouver.us

11. 2025 Affordable Housing Fund Administrative and Financial Plan Updates

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

Staff Report: 268-24

Request: Approve the execution of the resolution adopting revisions to the Affordable Housing Fund (AHF) Administrative and Financial Plan.

Hayley Woodbridge, Associate Housing Project Coordinator, Samantha Whitley,

12. Construction Sales Tax Deferral Program

A RESOLUTION declaring the intent of the City of Vancouver to adopt legislation to authorize a limited sales and use tax deferral incentive program for affordable housing on underdeveloped lands in accordance with Substitute Senate Bill 5755 (Chapter 241, Laws of 2022), and other matters related thereto.

Staff Report: 269-24

Request: Approve the resolution to proceed with the drafting of an ordinance establishing a sales and use tax deferral program.

Bryan Monroe, Associate Housing Project Coordinator,
bryan.monroe@cityofvancouver.us

13. Heights Business Improvement District

A RESOLUTION to initiate a Business Improvement Area to be known as the Heights Business Improvement Area (Heights BIA).

Staff Report: 270-24

Request: Approve a resolution to initiate the process for establishing a Business Improvement Area to be known as the Heights Business Improvement Area.

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

14. Approval of Claim Vouchers

Request: Approve claim vouchers for December 16, 2024.

Public Hearings

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

15. Vancouver Housing Authority 121st Ave Annexation

AN ORDINANCE relating to approval of an annexation pursuant to RCW 35.13.125; establishing the geographic extent, defining the Comprehensive Plan and land use designations, and determining the assumption of all or any portion of existing City indebtedness; accepting the certified petition supporting annexation; and providing for an effective date for the VHA 121st Avenue annexation.

Staff Report: 258-24

Request: On Monday, December 16, 2024, upon second reading and public hearing, adopt the ordinance to annex subject property into the City of Vancouver.

Bryan Monroe, Associate Housing Project Coordinator,
bryan.monroe@cityofvancouver.us

16. 2024 Second Supplemental Budget

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

Staff Report: 259-24

Request: On Monday, December 16, 2024, upon second reading and public hearing, approve the ordinance.

Shannon Olsen, Budget Manager, Natasha Ramras, Chief Financial Officer,
shannon.olsen@cityofvancouver.us, natasha.ramras@cityofvancouver.us

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Boards and Commissions Program Update

2024 Comprehensive Plan and Zoning Code

Community Forum

This is the place on the agenda where the public is invited to speak to Council regarding any matter. Members of the public addressing Council are requested to give their name and city of residence for the record. Speakers are to limit their testimony to a total of three minutes. Up to 90 minutes will be allotted for the Community Forum.

Adjournment

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

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Green Building Program Workshop

Rebecca Small, Senior Policy Analyst
Chad Eiken, Community Development Director
Chim Chune Ko, Real Estate Project Manager
December 16, 2024

Update: WA Ballot Initiative Measure 2066

Context

- Washington voters approved Initiative 2066 on the November 2024 ballot

Updates to state law (relevant to Vancouver)

- **Repeals law** that State energy code work toward GHG emissions-free construction.
- **Prohibits state*** from “prohibiting, penalizing, or discouraging” the use of natural gas in any building; undoes existing WA State Energy Code (WSEC)
- **Preempts cities** from enacting policies to phase out the use of natural gas within their jurisdictional boundaries.

* Via the WA State Energy Code (WSEC)



Impact of I-2066 on Vancouver GBP policies

Potential impacts on GBP

- Undoes critical state energy code provisions upon which Vancouver GBP policies were developed
- Blocks City policies to transition away from climate-polluting natural gas
- May limit ability to incentivize transitions to clean energy

Overall impacts on climate goals

- By prohibiting fossil fuel phase-outs in new construction, climate pollution will increase
- The City will not be able to achieve its Climate Action targets.



Work done to date:

- Worked with stakeholders and consultant to develop and refine proposed GBP policies
- Considered both building-specific policies and site policies
- Held focused group discussions to understand potential conflicts and challenges
- Discussed potentially compelling incentives for developers and proposed an incentive structure
- Worked with City Development Review staff on implementation process





Work done to date:

Municipal policy

- Council direction: Municipal development standards to be more ambitious than private development policy
- Developing two policies
 - New construction
 - Existing buildings
- Co-developed and reviewed with General Services staff
- Policy would need to be adopted by Council but does not need to be integrated into VMC

Public Engagement

Efforts to date

Subject Matter Experts

- Technical Advisory Group
- Developer Round Tables
- Equity Workshop
- Developer and Contractor Survey

General Public

- 2 Public Workshops
- Engagement through City Website

City Processes

- Municipal Facilities Interview
- City Staff Workshops



Public Engagement

What we've heard

Support

- Desire to address climate change
- Desire to protect local ecology
- Improved health of living environment (indoor and outdoor)
- Provide protection from climate disasters (wildfire smoke, heat waves, extreme weather events, etc.)
- Multiple pathways to compliance

Concerns

- Costs and impacts to affordability, particularly for housing
- Increased complexity of construction
- Availability of materials and expertise to build more sustainably
- Burden of proving compliance



Public Engagement

How community input has shaped proposed policies

- Inclusion of policies aimed at improving climate resiliency of buildings and the health of ecological and natural systems.
- Start with incentivizing policies with large financial impacts to offset higher costs while allowing local builders time to build expertise and capacity for green building methods.
- Align updates with State Building Code updates to reduce confusion
- Multiple compliance pathways to allow for greater flexibility
- Recognize where State policies are sufficient (e.g., EV charging)



Green Building Standards to Reside in VMC

GBP Policies fall under different sections of Vancouver Municipal Code (VMC)

Policy Theme	Code
Energy/building performance & benchmarking	Title 17 (Building Code)
Electric-ready buildings, renewable energy systems	
Indoor air quality and temperature, refuge areas	
Sustainable materials/demolition waste	
Indoor bicycle storage	
Climate-resilient plantings	Title 20 (Land Use and Development)
Bird-friendly design	
Dark Sky Lighting principles	





Incentives

The GBP will be heavily reliant upon incentives to reduce emissions.

- Incentives less effective in driving more climate-friendly development versus mandatory minimum standards
- I-2066 limits ability to restrict natural gas to buildings, therefore incentives seen as 'next best way' to improve climate outcomes
- List of incentives that the City can currently offer is fairly limited and include:
 - City technical assistance and expedited permit review
 - Partial building permit fee rebates
 - Deferral of system development charges, impact fees
 - Additional building height
 - Eligibility for a new Green Building Design Awards program





Incentives – Proposed Structure

- Tiered incentive structure with more impactful projects eligible for more and larger incentives
- Points system to be determined based on final GBP policies
- Incentives to be phased out over time, as green building standards phased in as mandatory
- Some incentives will involve new city expenses:
 - New resource (internal or external) with expertise in green building design options
 - Building fee rebates
 - Green Bldg. Awards Program



Proposed Incentives – 2 Tiers

Tier 1 – Lower Green Impacts (Pts. TBD)

Technical assistance with program standards

Expedited Land Use, Engineering, Building Review

10% Building permit fee rebate if fees less than \$10K

20% Building permit fee rebate if fees $\geq$ \$10K; max rebate of \$5K

Tier 2 – Medium to High Green Impacts (Pts. TBD)

Technical assistance with program standards

Expedited Land Use, Engineering, Building Review

20% Building permit fee rebate if fees less than \$20K

25% Building permit fee rebate if fees $\geq$ \$20K; max rebate of \$25K

Deferral of System Development Charges to Final Building Inspection

Deferral of Park Impact Fees to Final Building Inspection

Deferral of Transportation Impact Fees to Final Building Inspection

Up to 12-foot building height bonus unless limited by FAA

Eligible for New Excellence in Green Building Awards Program





Implementation Process

Title 20: Land Use and Development Policies

- Policies that affect sites and building exteriors (e.g., bird-friendly glass, climate-friendly landscaping)
- Code amendments for site requirements and incentives included as part of Comp Plan updates (late 2025)
- Amendments to be developed by internal staff
- Consolidates review and adoption processes for greater efficiency





Implementation Process

Title 17: Building Code

- GBP Title 17 updates to be integrated into VMC alongside 2024 State Energy Code updates (late 2026 target)
- GBP policies would be incentivized until new minimum standards adopted
- Supports recommendations by both community feedback and City Development Review staff
 - More time for designers, developers to adapt
 - More time for City team to build staff capacity, train staff, and develop compliance and guidance tools



Proposed GBP Implementation Timeline

Steps for policy and incentive implementation

2025

- Adopt Final Green Building Program
- Amend VMC 20 (Land Use and Development Code) as part of Comp Plan Update
- Amend VMC 14 (Water and Sewer) re. SDC deferral incentive
- Identify Funding for Technical Expertise (in-house or contract)
- Adopt Incentive Program for voluntary incorporation of identified green building design features

2025 (continued)

- Develop Expedited Review Process
- Create online resources for applicants

2026-27

- Amend VMC 17 (Building Code) re. mandatory green standards for new construction
- Training of Development Review staff
- Create and launch Green Building Awards Program



Discussion questions and Next Steps

Questions for Council Discussion

- What, if any, additional incentives should the City explore?
- Does Council support the proposed timeline for code updates?
- Are there further engagement efforts Council would like to see?

Next Steps

- Continue to monitor implications from I-2066 on City program and adjust as needed
- Council Workshop on Jan. 27, 2025 to obtain feedback on specific policies of Green Building Program
- Finalize draft code and incentive program structure to support GBP policy proposals (if endorsed by Council)
- Schedule for Council approval Q1 2025



MEMORANDUM

DATE: December 16, 2024

TO: Mayor and City Council

CC: Rebecca Small, Senior Policy Analyst, CMO
Chad Eiken, Director, CDD
Chim Chune Ko, Real Estate Project Manager, EP&H

FROM: Lon Pluckhahn, City Manager
Lisa Brandl, Deputy City Manager

RE: Green Building Program Update

Purpose

The purpose of this workshop is to provide an overview of the City's proposed Green Building Program (GBP), including the development process, public engagement efforts, how feedback has shaped the policy proposals, available incentives, the design of the incentive program, and the proposed implementation process and timeline.

Due to the recent passage of I-2066, the draft policies for the GBP are under legal review and will be presented to Council at a later date.

Background

The City is developing its first Green Building Policy (GBP) to reduce greenhouse gas (GHG) emissions, promote climate resilience, and protect the local ecosystem, aligning with the goal of carbon neutrality by 2040 as outlined in the Climate Action Framework (CAF).

On June 10, staff presented Council with the GBP's proposed objectives and key focus themes. Since then, staff and the project consultant, Sustainable Solutions Group (SSG), have collaborated with stakeholders to develop detailed policies, an incentive program, and an implementation plan for integrating the GBP into Vancouver Municipal Code (VMC). These were initially scheduled for presentation at the December 16, 2025, workshop.

However, the passage of Initiative 2066 in November 2024 introduced significant legal constraints. The initiative repeals the Washington State Energy Code's mandate to support GHG emissions-free construction and prohibits the state and cities from discouraging or restricting gas use in buildings. This change undermines the 2021 State Energy Code, which had been a critical foundation for Vancouver's GBP. Without it, the current policy proposals cannot fully support the City's climate goals. Additionally, I-2066 requires a legal review to ensure the GBP complies with the new restrictions on discouraging gas use.

As a result, staff will delay presenting the full policy proposals until the legal review is complete. Instead, the December workshop will provide Council with an overview of the process to date, a summary of public feedback, and a discussion of the proposed incentive program structure, including potential options for consideration.

Engagement to date

The engagement goal for the GBP was to ensure that key City and external stakeholders had opportunities to inform and provide feedback on the creation of an effective new GBS, while also fostering a community that will support its implementation. Input was gathered from a diverse range of stakeholders, including commercial and residential developers, affordable housing organizations, environmental advocates, contractors and workforce training organizations, utilities, and others to ensure that the policy reflects a broad spectrum of perspectives. The engagement process included a variety of approaches to offer a range of opportunities for interested parties to contribute their input.

A table summary of the engagement activities conducted, along with a list of participating organizations and individuals, is included in **Appendix A**.

What we heard

City staff gathered diverse feedback from stakeholders during the engagement process, with concerns varying by sector. Many in the construction and housing industries expressed apprehension about costs and their impact on housing affordability. Respondents to the Developer and Contractor Survey raised concerns about construction complexity, delays due to material and expertise shortages, and the administrative burden of proving compliance with new standards. These issues highlighted the need to balance sustainability goals with practical implementation considerations.

At the same time, stakeholders expressed strong support for addressing climate change and protecting the environment. Many emphasized health benefits from sustainable indoor and outdoor spaces and the importance of resilience to climate hazards like heatwaves, wildfire smoke, and extreme weather. There was also enthusiasm for offering multiple compliance pathways to give developers options based on expertise, cost constraints, site characteristics, or other factors. This input has shaped the policy to balance ambitious climate goals with practical, flexible implementation. An in-depth report on stakeholder feedback on GBP topics, policy proposals, and other issues is provided in **Appendix B: What We Heard Report**

Incentives

During the engagement process, stakeholders from the development and construction industry highlighted the significant costs and steep learning curve associated with adopting new methods and technologies. They noted that while the long-term cost benefits of green building (such as lower utility costs) benefit tenants, the up-front capital costs for builders are not clearly offset by the climate and cost benefits of the new standards. To make green buildings more financially viable and encourage widespread adoption of sustainable practices in Vancouver, incentives that are focused on reducing near term development costs are recommended.

Working with CDD and EP&H, staff developed a suite of proposed incentives informed by stakeholder input for projects that go 'above and beyond' the minimum standards. The proposed GBS will use a points system, whereby points are assigned based on the relative cost and impact of the various standards and approaches. Accumulated points determine which tier of incentives the project would qualify for, with higher tiers offering greater benefits.

The flexible approach of the points system allows developers to tailor strategies to the unique benefits of each site, a key point emphasized by the Building Industry Association (BIA). Additionally, the points system aligns with the Vancouver Housing Authority's existing practices, ensuring compatibility with state and federal guidelines. Over time, incentives will be phased out as green building standards are phased in as mandatory, further reinforcing the transition toward sustainable building practices. The proposed incentives and their associated incentive tier level are provided in **Attachment C: Proposed Incentives**.

Limitations of the City's Incentive Offerings

Incentives are an important part of a Green Building Program, but mandatory requirements are essential to drive widespread adoption of higher sustainability standards. Vancouver also faces challenges in creating an effective incentive program:

- Limited Impact of Height Bonus: The City is updating its Comprehensive Plan and Land Use Code, likely eliminating maximum residential density in most zones. As a result, density bonuses are not expected to effectively incentivize developments in Vancouver's GBS. However, a proposed 12-foot height bonus could allow more units than otherwise permitted.
- No Dedicated Funding Source: The City lacks a funding source for building incentives, limiting its ability to help developers offset capital costs, particularly when benefits primarily go to tenants rather than developers.
- Resource Constraints: While stakeholders suggested adding a "green building concierge" to help navigate new standards, current budget limits prevent hiring staff or consultants. Similarly, incentives like fee rebates or a Green Building Awards Program would require additional City funding.
- Legal Review Pending: Preliminary assessments suggest that the proposed incentives are unlikely to conflict with I-2066. However, a comprehensive review of the GBP's alignment with I-2066 is still in progress.
- Limited Capacity for Expedited Reviews: The City's already efficient turnaround time for development reviews constrains its ability to offer expedited review processes as an additional incentive.

Implementation Process and Timeline

The proposed Green Building Program (GBP) policies are divided into two sections of the Vancouver Municipal Code (VMC). Policies addressing site development and building exteriors fall under **Title 20: Land Use and Development Policies**, covering areas like bird-friendly window design, external lighting, and climate-friendly landscaping. Policies focused on building interiors, such as energy efficiency, materials, and indoor air quality, are governed by **Title 17: Building Code**.

Title 20 Updates: GBP staff plan to align code updates with the Comprehensive Plan Update, including significant Title 20 amendments. Collaborating with Community Development staff, they will incorporate GBP updates into the Comprehensive Plan's review and adoption process (expected by late 2025) to streamline efforts.

Title 17 Updates: GBP code will integrate with scheduled 2024 State Energy Code updates for a streamlined implementation. Development Review staff anticipate receiving the final State Energy Code updates from the State in late 2025 or early 2026; the code is expected to take effect on November 1, 2026.

During the transition, GBP policies will remain incentivized until minimum standards are adopted, per community feedback. This phased approach allows designers and developers time to adapt, while the City builds capacity, trains staff, and develops compliance tools for implementation.

Next Steps

Next steps include completing a legal review of proposed building policies for alignment with I-2066 and making necessary adjustments. On January 27, 2025, staff will host a Council Workshop to gather feedback on the Green Building Program policies. After incorporating input, staff will finalize the draft code and incentive program structure, with final policies scheduled for Council approval in Q1 2025.

Following Council approval, the Building and Fire Code Commission will review the code to ensure safety standards are met, after which a final touchpoint with Council will be scheduled.

Timing depends on the scope of Council revisions, the complexity of the legal review, and discussions with the State Building Code Council.

Staff Contacts

Rebecca Small, City Manager's Office, rebecca.small@cityofvancouver.us

Chad Eiken, Community Development Department, chad.eiken@cityofvancouver.us

Chim Chune Ko, Economic Prosperity & Housing, chimchuneko@cityofvancouver.us

Attachments:

- Attachments
- Attachment A: Engagement Activities and Participants
- Attachment B: What We Heard Report
- Attachment C: Proposed Incentives

Attachment A: Engagement Activities and Participants

Table 1: Summary of Engagement Activities

Activity	Description
Technical Advisory Group (TAG) meetings	The TAG was formed to provide technical inputs on the development of the GBS, including scenario analysis, performance themes and approaches, and the proposed implementation approach. Its seventeen members include representatives from the development industry, trades, utilities, housing organizations, and green building experts meeting for four separate sessions.
Green Building Policy Roundtables	Two policy roundtables were held, the first focused on non-residential buildings and had five participants. The second roundtable consisted of four participants and focused on residential buildings. The roundtable discussions revolved around costs, incentives, and potential challenges and supports required for implementing the proposed GBS approaches.
Equity Workshop	The seven participants of the equity workshop were representatives of local affordable housing providers, developers, and advocacy organizations; a real estate and mortgage firm, and a concerned community member. The participants provided an equity lens to the challenges and solutions associated with implementing the GBS.
Public Workshops	Two public workshops were held, the first attended by twenty community members—five online and fifteen in-person. The second attended by thirteen community members—three online and ten in person. Participants shared their perspectives on priorities, as well as policy and implementation considerations related to the GDS approaches.
Municipal Facilities Interview	Interview sessions with City staff working on municipal facilities to understand the current approach and opportunities related to applying green building strategies to existing facilities.
Developer and Contractor Survey	The survey aimed to get broader input from the local development and construction industry to better understand their capacity and concerns related to applying green building approaches to upcoming building projects. 41 completed responses were collected.
City Staff Workshop	These workshops were held with City staff working on building permitting to refine the proposed implementation approaches for GBS.

Attachment A: Engagement Activities and Participants

Table 2: Participating and Invited Stakeholders

Technical Advisory Group	Roundtable Discussions	Roundtable Discussions (cont.)
Sierk Braam, Housing Initiative LLC	Housing Initiative	*NW General Contracting
Nick Cabianca, Geonomic	Gramor Development	*OTAK
Dave Cady, David Weekly Homes	Killian	*PacTrust
Victor Caesar, Vancouver Housing Authority (VHA)	New Blueprint Partners	*Romano Capital
Kevin Duell, Northwest Natural	Peace Health	*Wolf Industries
Peter Fels, WA Conservation Action, ACE Coalition Rep	Phalisch Commercial	*Odyssey World International
Andy Frichtl, Interface Engineering	Port of Vancouver	*NAACP
Jon Girod, Quail Homes	Schlesinger Companies	*Fourth Plan Forward
Bill Hibbs, Clark Public Utilities District	VHA	Municipal Facilities Interviews
Darcy Hoffman, Workforce SW WA	Dowl	General Services
Sherrie Jones, SW WA Contractors Association	Mercy Housing NW - attended	Economic Prosperity & Housing
Ben Kaiser, LSW Architects	Berkadia - attended	Community Development
Noelle Lovern, Building Industry Association (BIA) of Clark County	Evergreen Habitat - attended	Development Review
Jerud Martin, Urban Northwest Homes/BIA	LULAC - attended	Public Works
Bryan Monroe, Associate Housing Project Coordinator (City of Vancouver)	*Cascadia Development Partners	Solid Waste
Casey O'Dell, Port of Vancouver	*Ginn Group	Stormwater Management
Lona Rerick, AIA, ZGF Architects	*Holland	
Jean Singer, Capital Projects Division Manager (City of Vancouver)	*Hurley	

Note: (*) indicates invited but did not participate.

What We Heard: Engagement Report

City of Vancouver

New Green Building Strategy

September 2024

Prepared by SSG

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1. Introduction

In December 2022, the City of Vancouver adopted one of the most ambitious climate action goals in the country. Through the [City's Climate Action Framework \(CAF\)](#), City Council committed to reducing community and corporate greenhouse gas emissions by 80% by 2030 and achieving carbon neutrality by 2040. As part of its efforts to reach these goals, the City is developing a Green Building Strategy (GBS) to ensure new buildings and existing municipal buildings are efficient and climate resilient.

As a part of the policy development process, the City worked with its consultant, SSG, to engage interested and affected parties about opportunities for and barriers to green buildings, preferences for the GBS, and the viability of potential approaches for the local context. **This document summarizes engagement participants' feedback on the GBS for new buildings and provides recommendations based on their input.**

1.1 The Engagement Process

Working with SSG, the City developed an Engagement Strategy targeting the following interested and affected parties:

- **The City of Vancouver**, including the Economic Prosperity and Housing Department, the Community Development Department, the City Manager's Office, the General Services Department (particularly staff involved with managing city facilities);
- **Relevant Boards, Commissions, and advisory bodies**, including the Building and Fire Code Commission, the Planning Commission, and the City Center Redevelopment Authority;
- **The construction sector**, including industry associations, contractors, architects, civil and mechanical engineers, tradespeople, developers, building sustainability consultants, and affordable housing developers;
- **Economic organizations** (organizations that support local businesses and economic development);
- **Environmental experts and organizations**, including experts with knowledge of the environmental impacts of building policy and local environmental advocacy groups;

- **The real estate sector**, including brokerage houses, property manager, building management companies, realtors, and commercial real estate companies;
- **Organizations with large building portfolios**, such as companies and public organizations;
- **The energy sector**, including utilities, energy service companies, and renewable energy companies; and
- **The community**, including community groups and non-profit organizations concerned with issues related to equity and housing affordability.

The engagement techniques used to engage these groups to gather feedback on the GBS approach for new buildings, as well as information about participants, is detailed in Table 1.¹

¹ SSG also ran online workshops and meetings with the City to capture feedback on the GBS approach for existing municipal buildings. This feedback is not captured in this document or the table below.

Table 1. Summary of engagement activities for the GBS.

Activity	Description	Participants
Technical Advisory Group	The City convened a Technical Advisory Group (TAG) to support the development of the Green Building Strategy. SSG facilitated four two-hour online meetings for the TAG between April and August 2024 and had opportunities to provide feedback online between sessions.	18 members, including representatives of local developers, environmental advocacy groups, industry associations, labor groups, technical experts, utilities, and city staff.
Public Workshop	The City hosted two (2) two-hour hybrid public workshop (online and in-person at City Hall) on June 5 and July 30, 2024 to share information about the GBS and gather input on public priorities for green buildings, potential partners, and equity considerations.	20+ participants.
Green Building Strategy Roundtables	SSG facilitated two two-hour online roundtables targeted at developers, contractors, and green building specialists in June and July 2024. One roundtable focused on non-residential buildings while the other focused on residential buildings. The roundtables focused on gathering input related to the cost implications of the Green Building Strategy (GBS), compelling incentives, and implementation considerations.	9 participants representing various developers and contractors. Potential participants and organizations were invited directly by the City. The opportunity was also advertised on the City website and a newsletter.
Equity Workshop	SSG facilitated a two-hour online equity workshop on June 14, 2024. The workshop targeted affordable housing providers and advocates to identify potential equity challenges that could be created by the GBS, as well as solutions.	7 participants, including representatives of local affordable housing providers, developers, and advocacy organizations; a real estate and mortgage firm; and a concerned community member.
Developer and Contractor Survey	A 10-20 minute online survey for developers and contractors that ran from the end of July to mid-August 2024. The survey gathered feedback on detailed	41 participants from the construction and development sector.

Activity	Description	Participants
	elements of the draft policy and potential incentives.	

1.2 Feedback

Participants' feedback was analyzed throughout the policy development process and integrated into several drafts. The rest of this document summarizes their input, along with recommendations based on it, divided into these sections:

- Policy Structures and Approaches
- Equity Considerations
- Theme 1: Energy and Performance
- Theme 2: Climate and Environmental Impacts
- Theme 3: Climate Resilience
- Theme 4: Ecological and Natural Systems

2. Policy Structures and Approaches

This section captures feedback and recommendations related to the GBS structure and updates.

2.1. Policy Structure

Recommendations

- Implement a points-based or hybrid incentive structure that offers developers flexibility to choose GBS measures for specific projects.
- Align GBS updates with the building code cycle.
- Encourage adoption of emerging technologies that advance GBS goals and targets by granting points for new technology pilots on a case-by-case basis.
- Include options to meet GBS requirements via third-party certifications.

Feedback on Policy Structure

Engagement participants had an opportunity to provide input on policy structure via the TAG, GBS Roundtables, Equity Workshop, and Developer and Contractor Survey. Key themes included incentive structures, flexibility, the timing of code updates, inclusion of third-party certifications, and supporting emerging technologies.

Incentive Structures

The project team considered direct-match and points-based incentive structures for the GBS. In a direct match incentive structure, incentives are directly matched to the adoption of specific approaches. In a points-based system, points are awarded for compliance in different approaches and builders get access to various incentives based on the total number and type of points they receive.

Most TAG members recommended a points-based approach. They highlighted the following advantages:

- A points-based approach would have similar language to the commercial energy code.
- Affordable housing developers use a points-based approach to meet the State's Evergreen Sustainable Development Standard and would find it easy to use one for the GBS if a matrix was created to highlight where requirements overlap.
- It allows builders flexibility and enables innovation by giving them the chance to mix and match approaches based on the building.

At the same time, some TAG members said a hybrid approach could be helpful. For example, one TAG member suggested offering points for lower-priority items while linking what really needs to be done to specific incentives. TAG members also advised the City to be careful not to award points for measures that barely reduce energy use.

Flexibility

Engagement participants encouraged the City to take a flexible approach to the GBS to make it easier for developers to apply green building measures in the context of diverse sites. One way to enable such flexibility is through a points-based incentive structure in which developers can pick and choose measures to obtain points (discussed above). Participants also suggested the City could be flexible on other building standards to accommodate green building requirements. Some participants expressed that developers would be more amenable to an incentive-based approach.

Additionally, some participants advised the City to consider how requirements could vary by building type and location. For example, a roundtable participant said bike parking is needed in some areas more than others, so a blanket requirement would not make sense.

At the same time, many participants expressed that incentives alone may not be enough to encourage implementation. Some participants recommended that certain elements of the GBS, such as bird-safe design, be required because voluntary adoption would be low.

Code Updates

TAG members highlighted the following considerations for the City to consider when determining its timeline for revisions:

- Developers need some level of predictability. For affordable housing developers, funding cycles are short, but projects take years; frequent code changes might force them to redesign projects.
- To encourage adoption of emerging technologies, the City could consider allowing points for new technology on a pilot basis or pilot projects that integrate new technology on a rolling basis.
- Developers would find it helpful if GBS updates were aligned with the building code cycle.

At the same time, TAG members said the code update cycle should not delay adoption of emerging technology. They recommended the City consider allowing points for new technology on a pilot basis, as well as pilot projects that integrate new technology. They also suggested the City create a list of permissible technologies and update it regularly.

Third-Party Certification

Some developers and contractors who participated in engagement said they would like an option to meet green building requirements through third-party certifications. They expressed interest in a variety of options. Some participants recommended carefully selecting the level of certification that aligned with GBS requirements to avoid granting incentives for buildings that fall short of the policy's goals.

2.2. Incentives and Supporting Initiatives

Recommendations

- Offer the most-desired incentives—impact fee waivers, permit fee waivers, tax exemptions, and system development fee deferrals—for implementing approaches that are challenging to implement and significantly contribute to greenhouse gas reduction and other GBS goals.
- Offer upzoning incentives for multifamily buildings that meet GBS standards in order to encourage more housing development and reduce the additional cost per unit for incorporating GBS measures. Offer the most aggressive upzoning incentives to affordable housing developers and/or buildings with affordable units.
- Offer reduced parking requirements for multifamily buildings in exchange for exceeding the number of Level-2 EV charging, EV-ready, and/or EV-capable parking spaces required by state regulations.
- Facilitate financial support to enable developers to implement the GBS.
 - Identify available grants and low-interest, third-party financing for sustainable building features.
 - Provide developers with information about available financing opportunities.
 - Explore avenues for the City to provide or facilitate financing, such as by distributing federal or state funding, via partnership with financial institutions, or technical support for applying to existing grants.
- Collaborate with industry to develop an initiative to recognize green buildings in Vancouver and share best practices.
- Offer technical assistance and resources to support developers with implementing the GBS paying special attention to the needs of nonprofit developers who build affordable housing and small developers with limited resources.

Feedback on Incentives and Supporting Initiatives

Members of the development and construction sector and others with expertise in green buildings shared their perspective on potential incentives for the GBS and their efficacy in various fora, including the TAG, the Green Building Strategy Roundtables, the Developer and Contractor Survey, and the Equity Workshop. Public workshop participants also provided feedback on incentives and supports for the policy.

Financial Incentives

Financial incentives include tax exemptions, fee waivers, and financial assistance. Participants indicated that, out of all the incentives discussed (financial and non-financial), the most compelling incentives are those that offer financial breaks, including permit fee

waivers, impact fee waivers, tax exemptions, and system development fee deferrals. Permit fee waivers and impact fee waivers were the most popular of the group.

Additionally, several participants said financial assistance, such as grants and low-interest, third-party financing for sustainable building features, would be helpful for encouraging GBS implementation.

Other financial incentives participants suggested include:

- No-cost permitting for including solar PV in new construction;
- No-interest loans for including solar PV in new construction;
- Reduced or eliminated fees for partitions required for mixed-use developments; and
- A carbon credit system to offset the cost of low-carbon materials through tax exemptions or reduced permit fees.

Process Incentives

Process incentives include measures to streamline or speed up permitting, such as front-of-queue incentives, streamlined submission requirements, and faster processing.

Expediting permitting was widely recommended (almost as much as financial incentives) across the engagement activities, though interested and affected parties had differing perspectives on its efficacy. Some felt that Vancouver's review time frame is already sufficiently quick and streamlined, but others indicated it could make a difference to their bottom line.

Participants also suggested by-right permitting and streamlined permitting for renewable energy projects.

Land-Use Incentives

Land-use incentives, particularly upzoning and reduced parking requirements, are most compelling for multifamily buildings.² Interested and affected parties noted that such incentives could help address affordability concerns related to the GBS (decreased cost per unit if developers can provide more housing within the same building). Equity workshop participants also recommended allowing green buildings with affordable units to have

² Participants provided mixed feedback on land-use incentives. While reduced parking and height bonus' ranked low among developers and contractors who completed the survey (largely developers of detached homes and multiple attached single-family homes), participants of other engagement activities (Equity Workshop, TAG, Residential Green Building Strategy Roundtable) recommended them and emphasized their relevance for multifamily housing.

increased lot coverage or additional stories. Additionally, Residential roundtable participants said reduced parking requirements could encourage density on smaller infill parcels, while land-use incentives could be helpful for encouraging cool paving.

Marketing and Performance Incentives

Marketing and performance incentives include promotional campaigns, showcase events, awards, and recognition. Interested and affected parties said marketing and performance incentives would have some impact, but are unlikely to be as effective as the other incentives measures above. Their recommendations for the City include:

- Create initiatives to give prestige and distinction to green buildings,
- Consider shaming buildings that don't meet standards,
- Work with industry associations and boards to promote GBS and co-sponsor programs and events;
- Increase awareness of innovative green buildings in the region, such as the PAE Living Building in Portland; and
- Use the EPA EnergyStart Portfolio Manager to benchmark buildings.

One participant recommended having fun events with food and drinks.

Technical Assistance

Technical assistance, including guidelines, workshops, and dedicated staff to educate and assist applicants, can also promote adherence to green building policies. Participants made suggestions related to technical assistance throughout the engagement process. Many of their ideas are captured in the relevant thematic sections of this report.

Equity Workshop participants were particularly concerned about the technical expertise required to interpret and apply the GBS. Non-profit developers said that it can be challenging for them to understand existing standards like the Washington State Evergreen Standards, which are required for affordable housing projects. Small developers also said that fitting standards into projects can be a technical challenge.

Participants made several recommendations around technical assistance that are captured in the relevant thematic sections of the report. In terms of general technical assistance, they recommended the City create avenues to learn about best practices in use locally. Additionally participants said it would be important for the City to promote and share

information about existing initiatives and organizations that can assist with GBS measures (e.g., Clark Public Utilities' subsidies for renewable energy installations).³

Other Incentives

Engagement participants offered creative suggestions for other incentives. These include:

- Add the weight of the structure into the permitting process to incentivize lighter buildings (to reduce embodied carbon);
- Free solar panel installations; and
- An Early Adopter Program to encourage developers to get started with implementing the GBS.

2.3. Cost Considerations

Recommendations

- Educate developers and the public about the cost implications of GBS measures to counter the inaccuracies related to the impact of green buildings on costs.
- Facilitate financial support for developers to implement the GBS, per the recommendation in the section on Incentives above.
- Consider creating bulk buying programs to help developers access lower-cost materials for implementing the GBS.

Feedback on Cost Considerations

The cost of the GBS was a constant theme throughout the development of the policy and the engagement process. Engagement participants had concerns about the cost of a variety of elements of the Green Building Strategy, including measures related to energy efficiency, building envelopes, embodied carbon, heat pumps, sustainable roofs, mass timber, bird-friendly glass, and cool paving. Where relevant, cost challenges related to specific elements are captured in the thematic sections below.

Perceptions of Cost

To get a better understanding of the cost implications of the GBS, the consulting team shared estimates of capital cost effects for draft GBS approaches with the TAG and GBS

³ The detailed engagement reports for the TAG and the Public Workshop provide lists of potential partners and existing initiatives identified by participants.

Roundtables and asked participants how representative they were. These estimates were based on data from other North American jurisdictions. SSG used this input to refine an analysis of the financial implications of the GBS, which is covered in a separate report.

One thing that became clear during this process is that some things may cost less than developers anticipate, while others may cost more than what data from other jurisdictions indicate. For example, some participants were surprised by data showing certain elements of green building policies in other jurisdictions cost less than they anticipated. On the other hand, participants expected some elements would cost more than in the estimates because of the time required to learn about and integrate them into the construction process or to find contractors with the appropriate skills.

Participants said the following green building measures that would not result in significant costs or burdens on developers:

- energy-wise appliances,
- energy efficiency lighting,
- programmable thermostats,
- low-flow water fixtures, and
- landscaping with drought-resistant plants that require no water or low-drip irrigation (xeriscaping).

Solutions for Reducing Cost

Engagement participants discussed how the GBS might be structured to mitigate their concerns about costs. Some suggested offering strong upzoning incentives for GBS measures to motivate developers to pursue green measures while building more housing. This would reduce the cost impact of green measures (lower cost per dwelling) while boosting housing supply.

A few engagement participants suggested the City develop or facilitate a bulk purchasing program to lower the cost of materials required for green buildings, such as materials low in embodied carbon and EV chargers.

Equity workshop participants also recommended selecting elements of the GBS to prioritize rather than requiring wholesale implementation or offering flexibility on which measures must be implemented. Additionally, equity workshop participants said it is important to find alternate ways of building that reduce costs while addressing environmental concerns. They highlighted innovative technologies like 3-D printed homes and Earthships, which are passive houses built from recycled materials.

Equity workshop participants also recommended the City explore zoning changes to promote more sustainable buildings that are also affordable. For example, one participant suggested changing zoning to support three-story walk ups with wood frames because they are more “most efficient” and “most cost effective.”

2.4 Sustainability in Large Developments

Recommendations

- Refer to Theme 3 and Theme 4 recommendations.

Feedback on Sustainability in Large Developments

The engagement activities gathered feedback on how the GBS could promote sustainable large-scale developments. The CAF suggested promoting LEED for Neighbourhood Gold Standard or a comparable certification for projects over 50 acres. However, TAG participants provided feedback that this would be onerous and costly, and that another system might work better. They also noted that the buildings in the development would be subject to the GBS.

Some TAG members advised the City to consider district cooling and heating systems for larger developments and explore the possibility of developing these through a public-private partnership (see Theme 3 below for more information). Engagement participants also provided input into approaches to ecosystem conservation for large developments (see Theme 4 below for more information).

3. Equity Considerations

3.1. Recommendations

- Align the GBS with affordable housing programs such that new developments receive greater upzoning, other incentives, or support for housing that is green and affordable.
- Implement the recommendations in the City's anti-displacement plan, Reside Vancouver, alongside the GBS to mitigate the potential negative impacts of the GBS on affordability.⁴
- Develop initiatives to green existing buildings and areas, especially low-income ones, so that the benefits of green buildings are equitably distributed.
- Identify ways to support the development of green housing co-operatives and affordable housing. Consider an approach like Seattle's I-35 Initiative.
- Advocate for more funding for green, affordable housing from the state and federal governments.

3.2. Feedback on Equity Considerations

Equity is a key priority of the Climate Action Framework, which provides the mandate for the GBS.⁵ Additionally, the City has prioritized improving housing affordability with a push to ramp up the housing development, including affordable units.

Within this context, the engagement process included activities to gather feedback on interested and affected parties on the potential impacts of the policy on equity considerations. An Equity Workshop, which brought together affordable housing developers, providers, and advocates, focused on the topic, while two seats on the TAG were filled by representatives of affordable housing. Additionally, questions related to equity were posed during other engagement activities.

⁴ The City of Vancouver has already carried out deep analysis and engagement to develop Reside Vancouver: An Anti-Displacement Plan. The Plan includes extensive recommendations related to improving housing affordability and preventing gentrification that consider these issues within the social, economic, and spatial context of the City and can be implemented alongside the GBS to improve housing affordability.

⁵ The CAF articulates the following vision: "Vancouver will be a city that embeds equity in climate action, with regular assessments of community vulnerability, a comprehensive anti-displacement policy, and climate strategies and actions that prioritize an equitable distribution of costs and benefits. Through a just transition, Vancouver will be a city that educates and trains its workers for careers in clean technology, renewable energy, and electric vehicles."

Cost and Affordability

Affordability was a constant theme throughout the development of the GBS.

Unsurprisingly, the issue came up in every single engagement activity. Interested and affected parties expressed concerns about the impact the GBS might have on housing costs and supply given the tight housing market and rising rents.

Equity Workshop participants said that more subsidies are needed to build affordable housing for low- and middle-income households. They also noted that there are not enough low-income housing programs for people who make less than 80% of the median family income (MFI), let alone those struggling to afford housing in other income brackets.

Engagement participants' main concern related to affordability is that the GBS could increase construction costs, resulting in increased mortgage and rental rates that could lead to further gentrification in parts of the city. Additionally, equity workshop participants said increased construction costs could affect the work of affordable housing developers and related organizations. For example, a participant said that the Clark County Affordable Home Ownership Program—a partnership between the Vancouver Housing Authority and local non-profit organizations—is looking to provide financial assistance to families buying developer-built homes; however, the program may not be feasible if construction costs increase significantly.

Some engagement participants at the Equity Workshop and Public Workshop expressed they would like to see the GBS address affordability more directly.

Gentrification

Participants expressed concerns that the GBS could lead to gentrification as a result of higher costs. Additionally, an equity workshop participant noted that gentrification could also be a result of neighborhoods with green buildings becoming more desirable because of their green features.

Another equity workshop participant suggested that the green building code must be evenly distributed to ensure equity and minimize gentrification related to the desirability of green features. For example, underwritten solar panels or water heaters could help improve access to those technologies. Another participant said more attention should be focused on greening existing buildings than on new ones since that is where people with lower incomes are more likely to live. A public workshop participant noted that greening low-income housing could help reduce utility costs.

Others suggested efforts focused on green affordable housing. For example, a public workshop participant suggested building resident-owner cooperative housing that adheres to the GBS. Additionally, an equity workshop participant highlighted the recent Seattle Initiative 135 (I-135), which created a new social housing developer to build, acquire, and manage affordable housing in the city.

Funding

Interested and affected parties emphasized the lack of funding for affordable housing at the Equity Workshop. Affordable housing developers said the only reason they can build to the Evergreen State Standards is due to the availability of funding for affordable housing.

4. Theme 1: Energy and Performance

A key element of the GBS is improving energy efficiency to decrease greenhouse gas emissions associated with operating new buildings. This is driven by the Climate Action Framework's goal of reducing Vancouver's community greenhouse gas emission to net-zero by 2040. To achieve this goal, new buildings must exceed state requirements. Theme 1 is focused on energy and performance with a goal of developing highly energy-efficient zero-emission buildings.

4.1. Energy and Performance in Large Buildings

Recommendations

- Require new non-residential and medium- to high-rise multifamily buildings to meet energy efficiency requirements aligned with the Climate Action Framework Goal of net-zero emission by 2040 (i.e., exceed state code).
- Offer performance-based targets, third-party certification, and prescriptive pathways for meeting energy efficiency requirements.
- Provide support, such as a dedicated staff member, to help developers navigate the technical components of the new pathways with a focus on meeting the needs of smaller developers and those developing affordable housing.
- Work with Clark Public Utilities to ensure the electrical grid has capacity to accommodate the electrification measures in the GBS.

Feedback on Energy and Performance in Large Buildings

Exceeding State Requirements

The City can require buildings that fall under the commercial code (non-residential and medium- to high-rise residential buildings) to improve energy efficiency and performance beyond state requirements. Although developers and contractors expressed concerns about exceeding state requirements, many participants expressed support for the measure and its positive environmental impact. For example, some TAG members and public workshop participants recommended aiming for net-zero buildings. At the final TAG meeting, participants reviewed the entire draft policy and expressed support for energy and performance targets that exceed the state code.

Energy and Performance Pathways

The project team explored three pathways for implementing more stringent energy efficiency requirements:

- A performance-based target pathway in which a building would be required to meet certain energy and performance outcome;
- A third-party certification pathway in which a building would be required to achieving a minimum green building rating; and
- A prescriptive pathway in which the applicant would be required to submit a checklist where they specify if they meet requirements for insulation, windows, or other metrics.

Developers and contractors who participated in engagement activities recommended the City offer all three pathways, as they have different benefits and disadvantages. Offering a choice would make it easier for developers with varying resources and diverse projects to meet the requirement. For example, the performance-based target may work well for large commercial buildings and developers who already do energy modeling, but it may be too costly for others. In contrast, affordable housing providers expressed that it could be easier to budget with a compliance checklist for a prescriptive pathway. The prescriptive pathway would also be more suitable for small commercial and residential buildings; however, others may find it too prescriptive.

Technical Challenges

Developers and contractors who participated in engagement activities expressed concerns about improving energy and performance. For example, roundtable participants noted that

it can be challenging to determine the specific improvements needed to meet these targets, which can create uncertainty and increase costs.

Participants said that navigating the technical components of the new pathways may be complicated, especially for smaller developers. They suggested that the City provide developers with tailored resources and/or hire someone to help them comply with the new pathways.

Grid Capacity

Throughout the engagement activities, participants raised concerns about the capacity of the electric grid to accommodate the level of electrification promoted by the GBS. Some TAG members recommended the City advocate for Clark Public Utilities to produce more green power.

4.2. Energy and Performance in Small Residential Buildings

Recommendations

- Incentivize small residential buildings to meet energy efficiency requirements aligned with the Climate Action Framework Goal of net-zero emission by 2040 (i.e., exceed state code.
- Explore opportunities to work with the real estate and construction sector to educate homebuyers and tenants about the energy efficiency of homes.

Feedback on Energy and Performance in Small Residential Buildings

Exceeding State Requirements

The City cannot require detached homes and low-rise multifamily buildings to exceed the state code, but it can incentivize them to do so. Engagement participants expressed support for this approach.

Current Practices

Engagement participants reported implementing many measures to enhance energy efficiency and support electrification in small residential buildings. For example, the

majority of developers and contractors who responded to survey questions on small residential buildings reported deploying heat pumps, air-sealing, programmable thermostats, and air-sealing. Some also implemented airtight construction and passive design solutions. Additionally, a TAG member said that many builders are already building net-zero ready homes; however, building fully net-zero homes is significantly more expensive.

Barriers to Improving Energy and Performance

Survey responses indicated that the most common challenge to taking additional measures is cost. The second most common challenge cited by survey respondents was potential buyers and tenants having limited knowledge or interest in energy efficiency or electrification. This theme was echoed by participants in the TAG and Green Building Strategy Roundtable.

They shared examples of lack of knowledge related to:

- How the larger upfront costs of green features can be offset by lower ownership costs in the long-term;
- How some green technologies, such as solar PV for detached homes, have reduced in cost and become more affordable;
- The range of green technologies, such as EV chargers, at varying price points;
- The non-financial benefits of efficient buildings, such as increased comfort; and
- How to maintain green aspects of homes, such as light-colored pavement.

TAG members suggested consumer education so buyers know what to look for when purchasing or leasing homes. They also suggested requiring or encouraging building energy scores or rating systems to help consumers know the environmental impacts of the spaces they are buying or leasing.

4.3. Benchmarking

Recommendations

- Require participation in a benchmarking program (e.g., EnergyStar Portfolio Manager) for non-residential and medium- to high-rise multifamily buildings. Provide developers with guidance on how to participate and include a grace period to accommodate those who must build capacity to participate.
- Incentivize enrollment in the Home Energy Score Program.

Feedback on Benchmarking

Engagement activities sought feedback on options for benchmarking building performance with energy scores and rating systems. The idea came up early in the engagement process at the first TAG meeting. TAG members reported that some local developers already pursued energy ratings for homes via Energy Star and the Energy Trust of Oregon. Some members recommended the City consider energy scores and rating systems for new buildings with one floating the idea of incorporating energy scores into property sale to help buyers understand energy and performance.

Engagement participants had mixed feedback on the proposal to benchmark building performance with energy scores and rating systems. While some supported the idea, others expressed concern about the burden it could place on developers.

Respondents to the Developer and Contractor Survey answered a question on a draft proposal in which owners of buildings over 20,000 square feet would have to enroll in the EnergyStar Portfolio Manager and report on the building's energy and water use. Some respondents indicated they lacked resources or knowledge to participate.

Benchmarking in Real Estate Transactions

As noted above, one solution proposed for educating the public is to require energy and performance information to be provided for real-estate transactions. To gather information about interest in this solution, the developer and contractor survey included a question on a proposal to have a benchmarking and disclosure program in which homes would undergo a one-hour home energy assessment to receive a Home Energy Score rating. The rating would be provided to homebuyers and renters for considerations during real-estate transactions. Over half respondents said they would not support the proposal. However, engagement participants in other activities expressed interest in the proposal.

5. Theme 2: Climate and Environmental Impacts

The second theme of the GBS focuses on reducing climate impacts through buildings' life-cycles. It encompasses embodied carbon, construction and demolition waste, EV charging, and bike parking.⁶

5.1. Embodied Carbon

Recommendations

- Incentivize embodied carbon reduction in all buildings and make the requirements to obtain incentives more stringent over time.
- Explore opportunities to collaborate with nearby jurisdictions (City of Portland, Clark County, etc.) on a regional approach to reducing embodied carbon.
- Allow pilot projects that test approaches to reduce embodied carbon.
- Develop resources to support developers with learning about and adopting embodied carbon. Include information on:
 - Specific products that can be used to reduce embodied carbon;
 - Cost and return on investment;
 - Carbon impacts and other non-financial benefits;
 - How to adopt materials; and
 - How to conduct embodied carbon calculations.
- Provide or facilitate technical training and education about best practices for reducing embodied carbon in partnership with developers and organizations that have relevant expertise and experience. Showcase local case studies as a part of this training.

Feedback on Embodied Carbon

Making and moving building materials, as well as construction, are one of the most significant sources of greenhouse gas emissions. Engagement activities sought feedback on

⁶ The engagement process also explored measures to increase water conservation, including requiring low-flow water fixtures and appliances. However, developers and contractors reported that they are already implementing this in response to state requirements, so it was removed from the policy. Other water conservation measures, such as incentivizing native plants that don't require watering, are captured in Theme 4: Ecological and Natural Systems.

how to reduce embodied carbon in new buildings. At the first TAG meeting—before any draft policies were presented—several TAG members expressed support for this thematic area.

Phasing Embodied Carbon Requirements

Engagement participants commented on various drafts of an approach to incorporate embodied carbon requirements into the GBS. The draft policy presented at the final TAG meeting recommended incentivizing non-residential and medium- to high-rise multifamily buildings to comply with one of the following embodied carbon requirements:

- 1) Retain 45% of more (by area) of the existing structure and/or exterior materials.
- 2) Achieve the 25-40% reduction in A1 to A3 (product stage) embodied carbon emissions for 90% of eligible products considered in aggregate, compared to a reference project with the same type and quantity of eligible products and current industry average emissions data.
- 3) Complete a Whole Building Life Cycle Assessment (WBLCA) of the structural and enclosure that demonstrates the 10-20% reduction in embodied emissions compared to a reference building.

The required compliance percentages would become more stringent over time. TAG members expressed support for this proposal and suggested that the policy should also incentivize reducing embodied carbon in small residential buildings.

Current Practices

Engagement participants said that local developers and contractors have limited experience with reducing embodied carbon. For example, just 16% of respondents to relevant questions in the Developer and Contractor Survey reported having used low-carbon materials.

At the same time, engagement participants mentioned a variety of low-carbon materials that have been used locally. For example, roundtable participants said that Portland lime cement and steel rebar from Seattle are both cost effective and have less embodied carbon than comparable materials. Additionally, TAG members highlighted examples of how their organizations have reduced embodied carbon, including:

- Mass timber buildings,
- Using less cement in the ready mix, and

- Using 3-D models to pre-cut lumber and minimize waste.

Interest in Embodied Carbon

In spite of limited experience, many engagement participants from the construction sector indicated they would be open to adopting low-carbon materials and other practices to reduce embodied carbon. Engagement participants expressed interest in using and/or seeing the following materials deployed:

- Prefab or cut materials to reduce waste,
- Recycled materials,
- Mass timber,
- Low-carbon concrete, and
- Salvaged materials.

Additionally, a landscape architect recommended the City look at measures to preserve carbon in soil as a part of its embodied carbon requirements. Participants also recommended considering where materials are sourced from, since local materials would have a lower transportation emissions.

A few participants were particularly enthusiastic about mass timber. For example, one roundtable participant recommended the City incentivize more mid-rise residential buildings of 5 to 7 stories that are made of mass timber to increase housing density while limiting embodied carbon.

Additionally, roundtable participants noted that some “green” measures may require adding concrete to developments, such as building new paths for pedestrians and cyclists in master-planning developments. They suggested finding ways to reduce the amount of concrete used to build infrastructure to reduce embodied carbon.

Barriers to Reducing Embodied Carbon

Engagement participants highlighted several barriers to adopting low-carbon materials, including cost, a limited supply of materials, increased construction time required to incorporate low-carbon materials, and a lack of knowledge about low-carbon materials.

For example, one participant at a GBS roundtable said they heard that there was only one mass timber supplier in Washington and they could not keep up with demand, while another participant said they had tried using low-carbon concrete in a project, but no local

contractors were willing to use it. This participant worried contractors may avoid working in Vancouver if new low-carbon requirements are implemented.

Roundtable participants suggested the City work together with the broader region to implement embodied carbon requirements to ensure that they don't deter new development in Vancouver. Additionally, a TAG member recommended adopting an environmental product declaration requirement for building materials (similar to Portland) because many local developers are already familiar with this approach. TAG participants also recommended allowing pilot projects of new construction techniques to lower embodied carbon.

Training on Embodied Carbon

Engagement participants indicated education, training, and information about low-carbon materials would support their adoption. GBS roundtable participants said that many local building contractors as well design professionals including engineers, planners, and architects would require training to support projects that reduce embodied carbon.

Participants suggested the following resources for developers:

- A list of specific products that can be used to reduce embodied carbon;
- Information on the cost, return on investment, carbon impacts, and other benefits of adopting low-carbon building materials;
- Information on how low-carbon materials can be adopted;
- Guidelines on embodied carbon calculations; and
- Workshops and lectures on low-carbon materials, including in partnership with local industry associations like the Building Industry Association of Clark County.

Forty percent of respondents to a question on resources on embodied carbon in the survey said they would find at least one of the following resources helpful: case studies, guidelines on embodied carbon calculations, technical assistance, and workshops introducing low-carbon materials.

5.2. Construction and Demolition Waste

Recommendations

- Require job sites for non-residential buildings, medium- to high-rise multifamily buildings, and small residential projects over 5,000 square feet or 3 dwelling units to have dedicated and signed containers for a minimum of four waste streams:
 - Commingled recycling,
 - Recycling for specific materials (i.e., clean wood, ferrous materials, concrete washout, gypsum wall board with the material types changing according to the construction phase),
 - Compost, and
 - Garbage.
- Assess how the City can support the salvage and reuse of local materials and consider adapting Portland's guidelines on buildings worthy of deconstruction for Vancouver.

Feedback on Construction and Demolition Waste

Engagement activities sought feedback on how to reduce the environmental impact of construction and demolition waste. At the first TAG meeting (before any draft policies were presented) several TAG members expressed support for this thematic area. They suggested:

- Waste audits to reduce construction waste,
- Encouraging the salvage and reuse of materials locally,
- Encouraging less demolition and construction waste,
- Reusing construction and asphalt waste, and
- Creating guidelines on buildings worthy of deconstruction, such as those created by the City of Portland.

Over the course of several engagement activities, few participants expressed concern about draft requirements related to construction and demolition waste. Some participants raised concern about the cost of some practices, particularly salvaging materials at demolition sites, and suggested incentivizing measures.

The final draft policy presented to the TAG suggested incentivizing or requiring the provision of dedicated and signed jobsite containers at non-residential and medium- to

high-rise multifamily buildings. A minimum of four containers would be required to receive the following waste streams:

- Commingled recycling,
- Recycling for specific materials (i.e., clean wood, ferrous materials, concrete washout, gypsum wall board with the material types changing according to the construction phase),
- Compost, and
- Garbage.

The draft policy also recommended requiring residential projects of over 5,000 square feet or more than three dwelling units be required to adhere to the same requirements as larger buildings. TAG members did not express objections to this proposal.

5.3. EV Charging

Recommendations

- Require 25% of parking spots in new medium- to high-rise multifamily buildings to have Level-2 EV chargers.
- Incentivize new multifamily buildings to exceed EV-capable parking requirements (for Level-2 chargers) mandated by the state code in order to accommodate future electrification and encourage EV adoption.
- Incentivize EV-ready parking in small multifamily buildings.
- Reduce parking requirements for new buildings that meet EV charging standards detailed in the GBS.

Feedback on EV Charging

Engagement participants responded to a variety of questions on potential EV requirements for the GBS to gauge what challenges developers might face in providing EV parking, as well as identify useful support and incentives.

Engagement participants had differing opinions on how much EV parking should be required by the policy. Some, including public workshop participants, expressed they would like to see more EV parking. Others, including some developers and contractors, expressed concerns about higher EV parking requirements because of cost and a perception that it is not currently needed.

EV Parking Demand in Large Buildings

Engagement participants commented on the proposal to require Level-2 EV chargers in 25% of parking spots in new commercial and large multi-unit residential buildings. They indicated that cost and electrical installation requirements would be the biggest challenges for meeting such a requirement.

Additionally, roundtable participants indicated this requirement was suitable for residential buildings with one describing it as “the sweet spot.” However, they said it would be too high for non-residential buildings since many people charge their EVs at home, rather than non-residential locations.

Roundtable participants also said Level-3 charging stations are much more popular at commercial buildings than slower Level-2 chargers. However, they suggested that Level-2 charging stations may be more appropriate for offices and other locations that people park at for several hours,

EV-Capable and EV-Ready Parking in Large Residential Buildings

To balance considerations related to existing and future demand for EV chargers, drafts of the policy explored the option of providing EV-ready and EV-capable parking instead of and/or in addition to spaces with EV chargers. The Developer and Contractor Survey included a question on challenges for implementing a draft requirement to require spaces without EV chargers (75% of spaces) in new medium- to high-rise multifamily buildings to be EV capable for Level-2 chargers with conduits and appropriate electrical room sizing. Over half of respondents said increased cost would be a challenge. The second most common challenge was that such a requirement would increase construction time.

In addition to barriers, engagement participants provided feedback on incentives for installing Level-2 EV chargers and developing EV-capable parking spaces (for Level-2 chargers). Survey respondents indicated that financial support (e.g., grants, low-interest loans) and reduced parking requirements would be helpful incentives.

EV Parking in Small Residential Buildings

Engagement participants also provided feedback on EV parking for detached homes and low-rise residential buildings. Some developers include EV parking in all new homes. For example, one TAG member said that it was standard for their company. At the same time, other participants had concerns about cost and whether or not chargers would be used.

To better understand the challenges to wider adoption, the Developer and Contractor Survey included a question on challenges related to providing EV-ready parking for Level-2 chargers in single-family homes and low-rise multifamily housing. Almost 90% of those who answered the question indicated cost would be a challenge. Additionally, over half indicated a lack of interest among homeowners/tenants.

5.4. Bike Parking

Recommendations

- Require one secure bike parking space per two dwelling units, with 20% of all bike stalls to accommodate e-bike charging.
- Follow Seattle requirements for bike parking at commercial establishments.

Feedback on Bike Parking

Engagement participants had the opportunity to weigh in on potential bike parking requirements for new non-residential and medium- to high-rise multifamily buildings. Some engagement participants expressed a desire for more infrastructure to support biking, including bike parking in commercial buildings and downtown.

The final draft policy presented to the TAG recommended:

- Requiring 1 parking space per two dwelling units, with 20% of all bike stalls to accommodate e-bike charging, in medium- to high-rise multifamily buildings; and
- Following Seattle requirements for long-term and short-term parking at commercial establishments (spaces vary by establishment).

TAG members did not object to this proposal.

Barriers to Bike Parking

Some developers and contractors raised concerns about bike parking requirements. For example, a participant at the equity workshop raised concerns about the space required to provide bike parking. Additionally, a roundtable participant suggested the City adjust bike parking requirements by building type and the area it is in, since bikes are used in some

places more than others. In response to these concerns, the draft policy was adjusted to require fewer mandatory bike stalls.⁷

To better understand the challenges to developing bike parking, the Developer and Contractor Survey included a question on barriers to implementing bicycle storage and e-bike charging in non-residential and medium- to high-rise multifamily buildings. Survey respondents indicated the three main barriers are cost, a lack of interest among building occupants and users, and electrical installation requirements.

6. Theme 3: Climate Resilience

The third theme focuses on creating buildings and developments that use 100% clean energy and enhance the community's climate resilience. It covers renewable energy, sustainable roofs, cool non-roof surfaces, and communal refuge areas.

6.1. Renewable Energy: On-Site Energy Generation and Storage

Recommendations

- Incentivize on-site renewable energy generation and storage for non-residential and medium- to high-rise multifamily buildings. Define renewable energy broadly to create opportunities for emerging technologies and options other than solar.
- Incentivize solar-ready detached homes and low-rise multifamily buildings.
- Provide or facilitate education, technical assistance, and sharing of best practices on developing on-site renewable energy and storage. Work with industry associations and local organizations with expertise on the topic.
- Provide resources for developers to learn about potential systems, their costs, and benefits, such as a matrix detailing the costs and benefits of different renewable energy systems.

⁷ Earlier drafts of the policy presented at a TAG meeting, GBS Roundtables, and the Equity Workshop called for 1 bike stall per dwelling. This was reduced to 1 bike stall per two dwellings in the final draft presented to the TAG.

Feedback on On-Site Renewable Energy and Storage

Engagement activities sought feedback on a variety of options for the GBS related to renewable energy, which is critical for achieving the goals in the Climate Action Framework. The feedback on renewable energy focused on two key areas: on-site renewable energy storage and community energy systems.

Current Practices

Local developers and contractors have different levels of experience implementing on-site energy generations and storage. For example, less than half of respondents to the developer and contractor survey reported that their organizations have experience in this area. Those that did have experience were most likely to have deployed solar energy systems.

Barriers to On-Site Renewable Energy

Engagement participants highlighted several challenges and barriers to incorporating on-site renewable energy generation and battery storage into new buildings. These include:

- Lack of knowledge on renewable energy systems among developers;
- Cost,
- Difficulty with the permitting process,
- Supply chain issues,
- A lack of skilled workers,
- Space for renewable energy generation onsite, and
- Difficulty connecting with the grid.

Some participants also expressed concerns about the environmental and human rights impact of energy systems. For example, a TAG member noted that renewable systems involving water body heat exchange can harm fish habitat when dumping heat. Other participants raised concerns about environmental harms and human rights violations associated with rare earth metals required for renewable developments.

Engagement participants suggested the following resources to support developers:

- A matrix detailing the costs and benefits of different renewable energy systems, and
- A checklist for the renewable energy project approval process.

Additionally, a TAG member recommended the City be broad about what qualifies as renewable energy production to create opportunities for using future technologies other than solar.

Solar Energy For Detached Homes and Low-Rise Buildings

Engagement participants also weighed in on proposals to incentivize solar installations and solar-ready roofs on detached homes and low-rise buildings. This was one of the renewable energy technologies with which developers and contractors reported the most experience. About half of developers and contractors who responded to the survey had built solar-ready roofs or solar installations on small residential buildings.

Developers and contractors who participated in engagement indicated that costs would pose a significant challenge for promoting solar energy installations in small residential buildings. Many participants also indicated that a lack of interest among building owners would be a barrier. Participants explained that the lack of public interest was tied to the cost of solar installations and the lengthy time period for attaining a return on investment on them.

Some participants also expressed concerns about site conditions, a lack of professionals with knowledge about solar installations, supply chain issues, and a lack of internal capacity.

6.2. Renewable Energy: Community Energy Systems

Recommendations

- Require or provide strong incentives for new developments with multiple buildings to perform energy assessments for implementing district energy systems and microgrids and to implement those systems when determined to be viable and beneficial.
- Explore opportunities to work with developers and build public-private partnerships for microgrids and district energy systems.
- Explore opportunities to promote community solar projects in new developments and for buildings that are not amenable to rooftop solar.

Feedback on Community Energy Systems

District Energy Systems and Microgrids

At their first meeting, TAG members suggested the policy include measures to promote microgrids and district heating and cooling systems. Drawing on this suggestion, the project team proposed for the GBS to require new developments with multiple buildings to perform energy assessments for implementing district energy systems and microgrids and to implement those systems when determined to be viable and beneficial. This proposal was shared with the TAG and at other engagement activities.

TAG members suggested that microgrids and district energy systems could be one avenue for promoting sustainable neighborhood development. Some of them recommended the City work with developers and explore public-private partnerships to create such systems. One TAG member floated the idea of a district heating system that pulls heat from the Columbia River. Another suggested promoting distributed energy systems connected to rooftop solar.

At the same time, Some TAG members suggested incentivizing, rather than requiring, this measure. Additionally, engagement participants expressed concerns about the cost of this proposal. Most developers and contractors who responded to the survey indicated that the costs associated with assessments, system infrastructure (e.g., piping, electricity wires), and energy generation infrastructure would pose a challenge. Additionally, about half of them indicated capacity to conduct assessments would be a challenge.

Community Solar

Some TAG members suggested allowing and encouraging community solar projects. One member pointed out that these could act as an alternative for buildings that are not amenable to rooftop solar.

6.3. Sustainable Roofs

Recommendations

- Promote diverse sustainable roofing options (blue, green, highly reflective, solar) in the GBS and offer developers with flexibility to choose between them.
- Provide or facilitate education, technical assistance, and sharing of best practices related to installing and maintaining sustainable roofs.

Feedback on Sustainable Roofs

Engagement participants provided feedback on how the GBS could promote sustainable roofs, including:

- Green roofs, living roofs, and roof gardens;
- Blue roofs;
- Highly-reflective roofs; and
- Solar roofs (discussed above under section on renewable energy).

Developers and contractors reported varying levels of experience with sustainable roofs. Only a handful of those who responded to the survey reported deploying these technologies.

Engagement participants highlighted several barriers to building sustainable roofs. The most prominent barriers include:

- Cost,
- Lack of knowledge on maintaining alternative roofs,
- Ongoing maintenance and monitoring requirements for green roofs,
- Lack of interest among building owners,
- Uncertainties related to insurance coverage,
- A lack of professionals with knowledge about the options.

Additionally, TAG members provided detailed feedback on challenges related to the ongoing maintenance and monitoring requirements of green roofs, including labor costs, maintaining healthy and thriving plants in the long term, detecting and fixing leaks, and installing irrigation (if required).

TAG members suggested that the GBS policy tackle this issue by giving developers options to choose between different roof treatments, rather than prescribing specific roof treatments for specific buildings. They also recommended training and education for the

construction industry on sustainable and resilient surfaces, as well as marketing the benefits of sustainable and resilient surfaces to potential building owners and users.

6.4. Cool Non-roof Surfaces

Recommendations

- Incentivize, rather than require, cool-non roof surfaces.
- Provide or facilitate education, technical assistance, and sharing of best practices related to cool non-roof surfaces.
- Explore options to improve the community's flood preparedness and local drainage systems with green landscaping features.

Feedback on Cool Non-Roof Surfaces

Engagement participants also had opportunities to provide feedback on how the GBS could promote cool surfaces for non-roof hardscape. Cool surfaces can be highly reflective, highly permeable, or shaded.

Developers and contractors reported varying levels of experience with cold non-roof surfaces. Over half of respondents to the developer and contractor survey indicated they would need financial assistance to deploy such surfaces. Some also reported that they would need training. Additionally, some participants shared anecdotal concerns that indicate a lack of local experience with cool hardscapes. For example, a participant in the nonresidential roundtable described going to four different companies to get highly reflective paving for a 10-acre project before learning they would have to “retool the whole process” to install it.

Additionally, some TAG members shared that permeable pavement can get contaminated and clogged up. They suggested promoting green landscaping measures, like bioswales and rain gardens, to achieve the same benefits.

6.5. Communal Refuge Areas

Recommendations

- Incentivize communal refuge areas for shelter-in-place during emergencies.
- Identify areas that require communal refuge areas for extreme weather events and how these can be provided as a part of the City's emergency planning and preparation. Work with developers to address these gaps and/or offer greater incentives for communal refuge areas in zones of the City with greatest need.

Feedback on Communal Refuge Areas

The draft policy presented to engagement participants included incentivizing communal refuge areas in new buildings that fall under the commercial code for shelter-in-place during emergencies. These areas would have heating, cooling, potable water, and backup power for emergencies, such as heat waves, power outages, and storms. These areas could make use of existing communal spaces to provide these supports.

Engagement participants strongly recommended that this incentive be limited to multifamily housings. They also expressed limited interest in building communal refuge areas. For example, developers and contractors who responded to the survey indicated that this proposal posed many challenges, including increased costs, lack of space, a sense that such areas are unnecessary, and lower profitability. This perspective was echoed by some engagement participants in other activities.

7. Theme 4: Ecological and Natural Systems

The fourth theme focuses on protecting and fostering healthy local ecosystems. It covers landscaping measures, bird-friendly design, Dark Sky lighting, and habitat restoration and preservation.

7.1 Landscaping Measures

Recommendations

- Require preservation of mature trees and native and drought-resistant plants in alignment with Vancouver’s Urban Forestry Program goals.
- Incentivize carbon sequestration in soil.
- Provide or facilitate technical training and support on implementing sustainable landscaping measures in partnership with developers and organizations that have relevant expertise and experience.

Feedback Landscaping Measures

The draft measures present at various engagement events included requirements and incentives to preserve mature trees and increase native and climate-resilient plants (in alignment with Vancouver’s Urban Forestry Program) and supporting soil management to increase carbon sequestration. Few engagement participants had concerns about this proposal and public workshop participants expressed support for it.

Additionally, of the different areas being considered for Theme 4, engagement participants reported the most experience with landscaping measures. For example, over half of respondents to a related question on the Developer and Contractor Survey reported preserving mature trees and planting native and drought-resistant plants. Some respondents also reported planting butterfly gardens.⁸

Additionally, landscaping measures—specifically incorporating native and drought-resistant plants and preserving mature trees—were among the measures engagement participants had the least concerns about implementing. For example, equity workshop participants

⁸ No respondents had experience with carbon sequestration in soil.

described planting native and drought-resistant plants as low-cost measures, while 42% of respondents to a question on landscaping measures in the Developer and Contractor Survey said they did not expect to face any challenges with implementing such measures.

Half of the respondents cited concerns about increased costs, while a few mentioned the availability of seedlings for native and drought-resistant plants and a lack of professionals with knowledge about landscaping.

Finally, some participants suggested stronger landscaping measures than those currently required by the City, including retention or replacement of all trees on a development site.

7.2. Bird-Friendly Design

Recommendations

- Require bird-friendly design for new non-residential buildings and multifamily buildings subject to the commercial code.
- Provide or facilitate technical training and support on implementing the bird-friendly design requirements in partnership with developers and organizations that have relevant expertise and experience.

Feedback on Bird-friendly Design

Some engagement participants, including those who attended the public workshop, expressed support for bird-friendly design; however, developers and contractors who responded to the survey and participated in other engagement activities had limited experience with bird-friendly design. Participants expressed concerns about the potential cost of bird-friendly design and accessing professionals with knowledge about bird-friendly design.

Many of the concerns around costs were based on hear-say rather than concrete experience. Additionally, perspectives on the cost varied; engagement participants shared examples of projects that had involved significant and insignificant cost increases as a result of bird-friendly design. Some TAG members advised requiring bird-friendly design because developers would be unlikely to implement it otherwise. They noted that bird-

friendly design could be expensive, but not necessarily.⁹ Additionally, TAG members noted that bird-friendly design requirements are standard in the Port of Vancouver and New York City.

Some engagement participants were also concerned about accessing materials for bird-friendly design. For example, participants in the non-residential roundtable said they hear there is limited availability of bird-friendly materials in the region.

Engagement participants recommended reaching out to local organizations with experience in bird-friendly design, such as the Bird Alliance of Oregon and the Port of Vancouver, and drawing on existing resources, such as the Audubon Society's bird-safe building guidelines, to develop and implement a bird-safe design policy.

7.3. Dark Sky Lighting

Recommendations

- Require Dark Sky lighting measures for new non-residential buildings and multifamily buildings subject to the commercial code.
- Incentivize Dark Sky lighting measures in new buildings that are not subject to the commercial code.

Feedback on Dark Sky Lighting

Dark Sky Lighting is currently deployed in some new buildings in Vancouver, but developers and contractors are able to deploy it widely.¹⁰ No engagement participants expressed concern about requiring Dark Sky lighting. Developers and contractors indicated it would have a marginal impact on cost and some engagement participants recommended requiring it.

⁹ This perspective is backed up by SSG's research into capital costs and bird-friendly design policies in other North American jurisdictions. While bird-safe design can be expensive, costs vary based on the approach and materials selected.

¹⁰ Only 12% of respondents to the Developer and Contractor Survey indicated they deployed Dark Sky lighting. A few participants in other engagement activities also mentioned having deployed it.

7.4. Ecological Assessments for Greenfield Developments

Recommendations

- Require assessment and mitigation of risks to birds in the planning and development of greenfield developments.
- Require habitat assessments and restoration for greenfield developments.
- Incentivize salmon-safe urban standard certification for greenfield developments.
- Provide or facilitate technical training and support on carrying out ecological assessments and habitat restoration in partnership with developers and organizations that have relevant expertise and experience.

Feedback on Ecological Assessments for Greenfield Developments

The draft policy presented at engagement events proposed mitigating the environmental impact of greenfield developments through requiring specific incentives, such as:

- Assessment and mitigation of risks to birds in the planning of the development site as a whole,
- Salmon-safe urban standard certification, and
- Habitat assessment and restoration.

No respondents raised concerns about the overall proposal in live engagements; however, 40% of respondents to a question on the topic in the Developer and Contractor Survey expressed they had no interest in such assessments. At the same time, 60% of respondents selected answers that indicated they would be open to it. Of those respondents, half had experience with environmental assessments. Additionally, half reported having the capacity to undertake them.

Only one participant commented on a specific element of the proposal. A TAG member noted that achieving salmon-safe urban standard certification is challenging and suggested incentivizing, rather than requiring, it.

Attachment C: Proposed Incentives (2 Tiers)

Table 1: Summary of Engagement Activities

Tier 1 – Lower Green Impacts (Points TBD)	Tier 2 – Medium to High Green Impacts (Points TBD)
Technical assistance with program standards	Technical assistance with program standards
Expedited Land Use, Engineering, Building Review	Expedited Land Use, Engineering, Building Review
10% Building permit fee rebate if fees less than \$10K	20% Building permit fee rebate if fees less than \$20K
20% Building permit fee rebate if fees $\geq$ \$10K; max rebate of \$5K	25% Building permit fee rebate if fees $\geq$ \$20K; max rebate of \$25K
	Deferral of System Development Charges to Final Building Inspection
	Deferral of Park Impact Fees to Final Building Inspection
	Deferral of Transportation Impact Fees to Final Building Inspection
	Up to 12-foot building height bonus unless limited by FAA
	Eligible for New Excellence in Green Building Awards Program

November 22, 2024

Special Council Meeting

4:00 PM

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

Call to Order and Roll Call

The special meeting for an Executive Session Re: Pending Litigation RCW 42.30.110(1)(i)(iii) of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnerny-Ogle. This meeting was conducted as a hybrid meeting, including both in person and remotely over video conference.

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

Absent: None

Councilmembers Harless and Paulsen attended the meeting remotely.

Executive Session Re: Pending Litigation RCW 42.30.110(1)(i)(iii) - 45 minutes

Mayor McEnerny-Ogle announced the Council would be entering into executive session from 4:00-5:30 p.m. to discuss Pending Litigation RCW 42.30.110(1)(i)(iii).

Adjournment

5:11 p.m.

[Public Notice](#)

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

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



City Council Meeting Minutes

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

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

November 25, 2024

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

Evergreen Public Schools Administrative Service Center - 13413 NE LeRoy Haagen Memorial Drive, Vancouver, WA 98684

6:30-8:00 p.m. City Council Community Forum

Evergreen Public Schools Administrative Service Center - 13413 NE LeRoy Haagen Memorial Drive, Vancouver, WA 98684

The November 25, 2024, City Council Community Forum was held at Evergreen Public Schools Administrative Building.

The regular meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnery-Ogle. This meeting was conducted as an in-person meeting.

Present: Councilmember Perez, Councilmember Fox, Councilmember Stober, Councilmember Hansen and Mayor McEnery-Ogle

Absent: Councilmembers Harless and Paulsen

During the Community Forum, the following action was taken. Discussion with community members on any topic(s) related to City business.

Public Notice

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

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

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

December 2, 2024

Workshops: 5:00-6:00 p.m.

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

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

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

https://www.cvtv.org/vid_link/36939?startStreamAt=0&stopStreamAt=2260

Federal Update and Legislative Agenda

(Approximately 45 minutes)

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

Staff led Council through a discussion of the Federal Update and Legislative Agenda.

Councilmember Harless was absent from the workshop.

Councilmember Stober joined the workshop remotely.

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

Regular Council Meeting

6:30 PM

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

This meeting was conducted as a hybrid meeting with in person and remote viewing and participation over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting in person, via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook

page, www.facebook.com/VancouverUS. Public access and testimony on Consent Agenda items and under the Community Forum were also facilitated in person and via the GoToMeeting conference call.

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit:

https://www.cvtv.org/vid_link/36943?startStreamAt=0&stopStreamAt=5207

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

Pledge of Allegiance

Call to Order and Roll Call

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

Present: Councilmember Perez, Councilmember Fox, Councilmember Paulsen, Councilmember Stober, Councilmember Hansen, Mayor McEnerny-Ogle

Absent: Councilmember Harless

Motion by Councilmember Hansen, seconded by Councilmember Perez, and Yes: 6, No: 0, Abstaining: 0, to to excuse Councilmember Harless. Absent from vote: Councilmember Harless.

Approval of Minutes

Minutes - November 18, 2024

Motion by Councilmember Hansen, seconded by Councilmember Perez, and Yes: 5, No: 0, Abstaining: 1, to to approve the November 18, 2024, meeting minutes. Absent from vote: Councilmember Harless. Councilmember Paulsen abstained.

Community Communication

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

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

- *Kimberlee Goheen Elbon, La Center, WA*
- *Carmen DeLeon, Vancouver*

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

Consent Agenda

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

Motion by Councilmember Paulsen, seconded by Councilmember Fox, and Yes: 6, No: 0, Abstaining: 0, to approve Items 1-6 on the Consent Agenda. Absent from vote: Councilmember Harless.

1. Cascara Apartments - Fourth Plain For All Housing Loan

A RESOLUTION relating to affordable housing; authorizing the City Manager to approve the below market-rate affordable housing loan and execute agreements and other related loan documents on behalf of the City of Vancouver consistent with the American Rescue Plan Act requirements and Fourth Plain For All Investment Strategy Housing Allocation funds.

Staff Report: 252-24

- Request:
1. Approve The Affordable Housing Loan between Cascara Apartments LLLP, a Washington limited liability limited partnership (“Borrower”) and the City of Vancouver, Washington, a Washington municipal corporation (“Lender”)
 2. Confirm American Rescue Plan Act Restricted Funds Eligibility. The Affordable Housing Loan conforms to the City’s Fourth Plain for All Investment Strategy Housing Actions and the US Department of Treasury American Rescue Plan Act State and Local Fiscal Recovery Fund restrictions for loans to fund investments in affordable housing projects under the public health and negative economic impacts eligibility use category and the full principal of the loan may be funded from the City’s restricted American Rescue Plan Act funds.

3. Authorize the City Manager or their designee to issue and execute the Loan Documents, which include the Affordable Housing Loan Agreement (“Exhibit A”), the Secured Promissory Note (“Exhibit B”), the Subordinate Deed of Trust (“Exhibit C”), and the Affordable Housing Covenant (“Exhibit D”), in substantially the form attached.
4. Authorize the City Manager or their designee to make any reasonably necessary modifications to the Loan Documents and execute supplemental creditor agreements requested by the Borrower's tax-exempt bonds as reasonably necessary to perfect subordination of the loan security.

Chim Chune Ko, Principal Project Manager,
ChimChune.Ko@cityofvancouver.us

Motion adopted Resolution M-4310 to approve the request.

2. Resolution Updating Boundaries of the Vancouver Arts District

A RESOLUTION relating to the expansion of the Vancouver Arts District.

Staff Report: 233-24

Request: On Monday, December 2, 2024, approve a Resolution updating boundaries of the Vancouver Arts District.

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

Motion adopted Resolution M-4311 to approve the request.

3. Critical Areas Ordinance

AN ORDINANCE relating to Vancouver Municipal Code (VMC) Title 20 concerning the regulation of Critical Areas within the City; Amending VMC 20.150 and VMC 20.740; providing for severability; and establishing an effective date.

Staff Report: 253-24

Request: On Monday, November 4, advance the ordinance amending Vancouver Municipal Code Sections 20.150 and 20.740, setting a second reading and public hearing on November 18, 2024.

Domenique Martinelli, Senior Planner, Keith Jones, Senior Planner,
domenique.martinelli@cityofvancouver.us,
keith.jones@cityofvancouver.us

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

Motion approved the request.

4. Parking Advisory Committee Appointment

Request: Appoint Jonathan Wheeler to a midterm position on the Parking Advisory Committee with a term beginning immediately and expiring on April 18, 2025.

Council Subcommittee 2

Motion approved the request.

5. Citizen Noise Advisory Committee Reappointment

Request: The reappointment of Mike Yee to a midterm position that would begin immediately and expire November 30, 2025, and John Pusieski to a full-term appointment that would begin November 30, 2024, and expire November 30, 2027.

Council Subcommittee 2

Motion approved the request.

6. Approval of Claim Vouchers

Request: Approve claim vouchers for December 2, 2024.

Motion approved claim vouchers in the amount of \$12,936,904.20.

Public Hearings

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

Mayor McEnerny-Ogle combined the public testimony relating to Items 7-21 of the Public Hearings.

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

- *Barry Kane?*
- *Carmen De Leon, Vancouver*

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

7. Telecommunications Commission Meeting Schedule Amendment

AN ORDINANCE amending Vancouver Municipal Code 5.19.310 to change the number of required annual meetings of the Vancouver Clark Telecommunications Commission (VCTC); to provide clarity to other existing provisions; to provide for severability; and setting an effective date.

Staff Report: 236-24

Request: On December 2, 2024, subject to second reading and public hearing, approve the ordinance.

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

Aaron Lande, Program and Policy Development Manager, provided an overview of the Telecommunications Commission Meeting Schedule Amendment.

Testimony for public hearings on Items 7-21 were combined and public testimony is noted above.

Motion by Councilmember Hansen, seconded by Councilmember Paulsen, and Yes: 6, No: 0, Abstaining: 0, to approve Ordinance M-4473. Absent from vote: Councilmember Harless.

8. Ordinance for Multifamily Tax Exemption - Fourth Plain Target Area Boundary Amendment

AN ORDINANCE of the City of Vancouver relating to changes to the City's Multi-Family Housing Tax Exemption Program (MFTE); adopting corrections to the Fourth Plain Target Area Boundary amending Section 3.22.030, of the Vancouver Municipal Code (VMC); providing for severability; and setting an immediate effective date.

Staff Report: 237-24

Request: On December 2, 2024, subject to second reading and public hearing, approve the ordinance, expanding the boundary of the Fourth Plain residential target area of the multifamily tax exemption program.

Bryan Monroe, Associate Housing Project Coordinator,
bryan.monroe@cityofvancouver.us

Bryan Monroe, Associate Housing Project Coordinator, provided an overview of the Ordinance for Multifamily Tax Exemption - Fourth Plain Target Area Boundary Amendment .

Testimony for public hearings on Items 7-21 were combined and testimony is noted above.

Motion by Councilmember Paulsen, seconded by Councilmember Perez, and Yes: 6, No: 0, Abstaining: 0, to approve Ordinance M-4474. Absent from vote: Councilmember Harless.

9. Ordinance Updating Vancouver's Tax Administration Code

AN ORDINANCE relating to tax administration; adding a new chapter 5.01 to the Vancouver Municipal Code; enacting new sections 5.01.010, 5.01.015, 5.01.020, 5.01.040, 5.01.050, 5.01.060, 5.01.070, 5.01.080, 5.01.090, 5.01.095, 5.01.100, 5.01.110, 5.01.120, 5.01.130, 5.01.140, 5.01.160, 5.01.170, 5.01.180, 5.01.190, 5.01.200, 5.01.210, 5.01.220, 5.01.240, 5.01.250, 5.01.260; repealing sections 5.04.100, 5.04.150, 5.04.155, 5.04.160, 5.04.170, 5.04.180, 5.04.190, 5.04.200, 5.04.210, 5.04.220, 5.04.230, 5.04.240, 5.04.250, 5.87.010, 5.87.020, 5.87.030, 5.87.040, 5.87.050, 5.87.060, 5.87.070, 5.87.080, 5.87.090, 5.87.100, 5.87.110, and 5.87.120; and providing for savings, severability and effective date.

Staff Report: 238-24

Request: On December 2, 2024, subject to second reading and public hearing, approve ordinance

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

Natasha Ramras, Chief Financial Officer, was available for questions regarding the Ordinance Updating Vancouver's Tax Administration Code.

Testimony for public hearings on Items 7-21 were combined and testimony is noted above.

Motion by Councilmember Perez, seconded by Councilmember Paulsen, and Yes: 6, No: 0, Abstaining: 0, to approve Ordinance M-4475. Absent from vote: Councilmember Harless.

10. Ordinance Establishing a Business & Occupation Tax on Retail to Fund Homeless Bridge Shelter

AN ORDINANCE relating to business and occupation tax for revenue; adding a new chapter 5.03 to the Vancouver Municipal Code; enacting new sections VMC 5.03.010, 5.03.020, 5.03.028, 5.03.030, 5.03.050, 5.03.070, 5.03.076, 5.03.077, 5.03.078, 5.03.079, 5.03.100, 5.03.120, and 5.03.130; repealing sections 5.04.021, 5.04.030, 5.04.031, 5.04.032, 5.04.050, and 5.04.060; amending the title of chapter 5.04 of the Vancouver Municipal Code; and providing for savings,

severability, referendum, and an effective date.

Staff Report: 239-24

Request: On December 2, 2024, subject to second reading and public hearing, approve the ordinance.

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

Natasha Ramras, Chief Financial Officer, was available for questions regarding the Ordinance Establishing a Business & Occupation Tax on Retail to Fund Homeless Bridge Shelter.

Testimony for public hearings on Items 7-21 were combined and testimony is noted above.

Motion by Erik Paulsen, seconded by Diana Perez, and Yes: 5, No: 1, Abstaining: 0, to approve Ordinance M-4476. Absent from vote: Kim Harless. Councilmember Hansen voted No.

11. Ordinance for Utility Licenses & Taxes

AN ORDINANCE relating to utility taxes; adding a new chapter 5.10 to the Vancouver Municipal Code; enacting new sections VMC 5.10.010, 5.10.020, 5.10.030, 5.10.040, 5.10.045, 5.10.050, 5.10.060, 5.10.070, 5.10.080, 5.10.090, 5.10.100; repealing VMC sections 5.68.010, 5.68.020, 5.68.030, 5.68.040, 5.68.050, 5.68.055, 5.68.100, 5.68.110, 5.88.010, 5.88.020, 5.88.030, 5.88.035, 5.88.040, 5.88.050, 5.88.075, 5.88.100, 5.92.010, 5.92.020, 5.92.030, 5.92.040, 5.93.010, 5.93.030, 5.94.010, 5.94.020, 5.94.030, 5.94.040, 5.94.080, 5.96.010, 5.96.020, 5.96.030, 5.96.040, 5.96.090; and providing for savings, severability, referendum, and an effective date.

Staff Report: 240-24

Request: On December 2, 2024, subject to second reading and public hearing, approve the ordinance.

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

Natasha Ramras, Chief Financial Officer, was available for questions regarding the Ordinance for Utility Licenses & Taxes.

Testimony for public hearings on Items 7-21 were combined and testimony is noted above.

Motion by Councilmember Fox, seconded by Councilmember Paulsen, and Yes: 6, No: 0, Abstaining: 0, to approve Ordinance M-4477. Absent from vote: Councilmember Harless.

12. Ordinance Implementing Admissions Tax

AN ORDINANCE relating to admissions taxes; adding a new chapter 5.90 to the Vancouver Municipal Code; enacting new sections VMC 5.90.010, 5.90.020, 5.90.030, 5.90.040, 5.90.050, 5.90.060, 5.90.070, 5.90.080, 5.90.090, 5.90.100; providing for severability and an effective date.

Staff Report: 241-24

Request: On December 2, 2024, subject to second reading and public hearing, approve the ordinance.

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

Natasha Ramras, Chief Financial Officer, was available for questions regarding the Ordinance Implementing Admissions Tax.

Testimony for public hearings on Items 7-21 were combined and testimony is noted above.

Motion by Councilmember Paulsen, seconded by Councilmember Perez, and Yes: 5, No: 1, Abstaining: 0, to approve Ordinance M-4478. Absent from vote: Councilmember Harless. Councilmember Hansen voted No.

13. Ordinance Implementing Parking Tax

AN ORDINANCE relating to parking taxes; adding a new chapter 5.07 to VMC; enacting new sections VMC 5.07.010, 5.07.020, 5.07.030, 5.07.040, 5.07.050, 5.07.060; and providing for severability and an effective date.

Staff Report: 242-24

Request: On December 2, 2024, subject to second reading and public hearing, approve the ordinance.

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

Natasha Ramras, Chief Financial Officer, was available for questions regarding the Ordinance Implementing Parking Tax.

Testimony for public hearings on Items 7-21 were combined and testimony is noted above.

Motion by Councilmember Perez, seconded by Councilmember Paulsen, and Yes: 5, No: 1, Abstaining: 0, to approve Ordinance M-4479. Absent from vote: Councilmember Harless. Councilmember Hansen voted No.

14. Ordinance for Assumption of Costs for Electronic Payments by Customers

AN ORDINANCE relating to electronic payment fees; amending VMC 3.08.065; providing for severability and an effective date.

Staff Report: 243-24

Request: On December 2, 2024, subject to second reading and public hearing, approve the ordinance.

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

Natasha Ramras, Chief Financial Officer, was available for questions regarding the Ordinance for Assumption of Costs for Electronic Payments by Customers.

Testimony for public hearings on Items 7-21 were combined and testimony is noted above.

Motion by Councilmember Hansen, seconded by Councilmember Paulsen, and Yes: 6, No: 0, Abstaining: 0, to approve Ordinance M-4480. Absent from vote: Councilmember Harless.

15. Ordinance Creating Vancouver Cultural Access Program and Cultural Access Sales Tax

AN ORDINANCE relating to a Vancouver Cultural Access Program; adding a new chapter 3.45 to the Vancouver Municipal Code; enacting new sections 3.45.010, 3.45.020, 3.45.030, 3.45.040, and 3.45.050; providing for severability and an effective date.

Staff Report: 244-24

Request: On December 2, 2024, subject to second reading and public hearing, approve the ordinance.

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

Natasha Ramras, Chief Financial Officer, was available for questions regarding the Ordinance Creating Vancouver Cultural Access Program and Cultural Access Sales Tax.

Testimony for public hearings on Items 7-21 were combined and testimony is noted above.

Motion by Councilmember Paulsen, seconded by Councilmember Perez, and Yes: 5, No: 1, Abstaining: 0, to approve Ordinance M-4481. Absent from vote: Councilmember Harless. Councilmember Hansen voted No.

16. Ordinance Increasing Fees for Special Licensing

AN ORDINANCE relating to special license fees for Carnivals and Traveling Shows (ch. 5.18 VMC), Food Vendors (ch. 5.34 VMC), Bill Posting and Distribution of Handbills (ch. 5.38 VMC), Secondhand Dealers (ch. 5.46 VMC), Pawnbrokers (ch. 5.48 VMC), Peddlers, Solicitors, and Canvassers (ch. 5.50 VMC), Motion Picture Shows and Theaters (ch. 5.54 VMC), Collection of Recyclable Materials (ch. 5.62 VMC), Taxi & Transportation Network Companies (ch. 5.76 VMC), Ambulances (ch. 5.85 VMC), and Tow Truck Operators (ch. 5.86 VMC); amending VMC 5.18.040, 5.34.040, 5.38.010, 5.46.070, 5.48.020, 5.50.040, 5.50.060, 5.54.010, 5.62.020, 5.76.225, 5.85.100, 5.86.100; providing for savings, severability and an effective date.

Staff Report: 245-24

Request: On December 2, 2024, subject to second reading and public hearing, approve the ordinance.

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

Natasha Ramras, Chief Financial Officer, was available for questions regarding the Ordinance Increasing Fees for Special Licensing.

Testimony for public hearings on Items 7-21 were combined and testimony is noted above.

Motion by Councilmember Paulsen, seconded by Councilmember Perez, and Yes: 4, No: 2, Abstaining: 0, to approve Ordinance M-4482. Absent from vote: Councilmember Harless. Councilmembers Fox and Hansen voted No.

17. Ordinance Amending VMC 20.180.060, Planning Fees, to Add Certain Land Use Review Fees and Adjust Other Certain Existing Land Use Review Fees,

Consistent with the Council's Direction to Appropriately Set and Collect Fees for Services, with Said Changes to be Effective January 1, 2025

AN ORDINANCE relating to plan review fees adding several new fees and adjusting other existing fees to bring them closer in line with fees for services; providing for savings, severability and an effective date.

Staff Report: 246-24

Request: On December 2, 2024, subject to second reading and public hearing, approve the ordinance and approve the attached Planning Fee Changes, to be effective January 1, 2025.

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

Natasha Ramras, Chief Financial Officer, was available for questions regarding the Ordinance Amending VMC 20.180.060, Planning Fees, to Add Certain Land Use Review Fees and Adjust Other Certain Existing Land Use Review Fees, Consistent with the Council's Direction to Appropriately Set and Collect Fees for Services, with Said Changes to be Effective January 1, 2025.

Testimony for public hearings on Items 7-21 were combined and testimony is noted above.

Motion by Councilmember Paulsen, seconded by Councilmember Perez, and Yes: 6, No: 0, Abstaining: 0, to approve Ordinance M-4483. Absent from vote: Councilmember Harless.

18. Ordinance Updating to the Vancouver Municipal Code Sections 14.04.210, 14.04.230, and 14.09.060 for Water, Sewer and Surface Water Proposed Utility Rate Changes for 2025 and 2026

AN ORDINANCE related to the water, sewer and surface water utility user rates, amending Vancouver Municipal Code sections 14.04.210, 14.04.230, and 14.09.060; and providing for savings, severability, and an effective date.

Staff Report: 247-24

Request: On December 2, 2024, subject to second reading and public hearing, approve the ordinance and amend the Vancouver Municipal Code sections 14.04.210, 14.04.230, and 14.09.060.

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

Natasha Ramras, Chief Financial Officer, was available for questions regarding the Ordinance Updating to the Vancouver Municipal Code Sections 14.04.210, 14.04.230, and 14.09.060 for Water, Sewer and Surface Water Proposed Utility Rate Changes for 2025 and 2026.

Testimony for public hearings on Items 7-21 were combined and testimony is noted above.

Motion by Councilmember Fox, seconded by Councilmember Hansen, and Yes: 6, No: 0, Abstaining: 0, to approve Ordinance M-4484. Absent from vote: Councilmember Harless.

19. Ordinance Amending VMC Title 16, Pertaining to Fire-Related Construction Permits and Fire Code Operational Permits, Fire Protection System Reviews, Consistent with the Council's Direction to Appropriately Set and Collect Fees for Services, with Said Changes to be Effective January 1, 2025

AN ORDINANCE relating to amendments to the Fire Code to consolidate the development review standards and fire code requirements, to bring the ordinance more closely into alignment with the Washington State Fire Code, to clarify the reasonable right of entry process for non-responsive parties for commercial fire and life safety inspections, to provide for limited technical assistance fire review, to streamline and clearly outline the process for special hazards, and provide general code cleanup; providing for savings, severability and an effective date.

Staff Report: 248-24

Request: On December 2, 2024, subject to second reading and public hearing, approve the ordinance and adopt the attached VMC Title 16 amendments, to be effective January 1, 2025.

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

Natasha Ramras, Chief Financial Officer, was available for questions regarding the Ordinance Amending VMC Title 16, Pertaining to Fire-Related Construction Permits and Fire Code Operational Permits, Fire Protection System Reviews, Consistent with the Council's Direction to Appropriately Set and Collect Fees for Services, with Said Changes to be Effective January 1, 2025.

Testimony for public hearings on Items 7-21 were combined and testimony is noted above.

Motion by Councilmember Hansen, seconded by Councilmember Fox, and Yes: 6, No: 0, Abstaining: 0, to approve Ordinance M-4485. Absent from vote: Councilmember Harless.

20. Ordinance Amending VMC Title 17, Pertaining to Fire-Related Construction Permits and Fire Code Operational Permits, Fire Protection System Reviews, Consistent with the Council's Direction to Appropriately Set and Collect Fees for Services, with Said Changes to be Effective January 1, 2025

AN ORDINANCE relating to the adjustment of existing fees to more accurately align with the programs cost recovery goals, adding several new fees to reflect evolving technology and more accurately capture staff time for project related review, including technical assistance review and providing for limited expedited permit review; providing for savings, severability and an effective date.

Staff Report: 249-24

Request: On December 2, 2024, subject to second reading and public hearing, approve the ordinance and adopt the attached VMC Title 17 amendments, to be effective January 1, 2025.

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

Natasha Ramras, Chief Financial Officer, was available for questions regarding the Ordinance Amending VMC Title 17, Pertaining to Fire-Related Construction Permits and Fire Code Operational Permits, Fire Protection System Reviews, Consistent with the Council's Direction to Appropriately Set and Collect Fees for Services, with Said Changes to be Effective January 1, 2025.

Testimony for public hearings on Items 7-21 were combined and testimony is noted above.

Motion by Councilmember Hansen, seconded by Councilmember Paulsen, and Yes: 6, No: 0, Abstaining: 0, to approve Ordinance M-4486. Absent from vote: Councilmember Harless.

21. 2025-2026 City of Vancouver Biennial Operating and Capital Budget

AN ORDINANCE relating to and adopting the budget for the City of Vancouver for the 2025-2026 fiscal biennium; providing for ratification and for an effective date.

Staff Report: 250-24

Request: On December 2, 2024, subject to second reading and public hearing, approve the ordinance.

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

Natasha Ramras, Chief Financial Officer, was available for questions regarding the 2025-2026 City of Vancouver Biennial Operating and Capital Budget.

Council discussed the item briefly with staff.

Testimony for public hearings on Items 7-21 were combined and testimony is noted above.

Dan Lloyd, Assistant City Attorney, addressed Council regarding scrivener's errors on Attachment D. Mr. Lloyd stated that information was left off of Attachment D. The information was the following:

- Support Specialist under salary grade 106 - non-exempt position in the City Manager's Office*
- Senior Support Specialist under salary grade 108 - non-exempt position in the City Manager's Office*
- Management Analyst D under Human Resources was listed as nonexempt instead of exempt*

Due to these errors being typos that did not affect the amount of the budget, staff recommended considering the errors as scrivener's errors and to amend Attachment D and proceed with adoption of the ordinance. Staff noted that Attachment D in December 2, 2024, packet contained the updated text without the scrivener's errors.

Two motions were requested. The first was to amend Attachment D for the scrivener's errors for the budget. The second to approve the ordinance as amended.

Motion by Councilmember Paulsen, seconded by Councilmember Fox, and Yes: 6, No: 0, Abstaining: 0, to amend the scrivener's errors in attachment D. Absent from vote: Councilmember Harless.

Motion by Councilmember Paulsen, seconded by Councilmember Perez, and Yes: 5, No: 1, Abstaining: 0, to approve Ordinance M-4487, the 2025-2026 Biennial Operating and Capital Budget, as amended. Absent from vote: Councilmember Harless. Councilmember Hansen voted No.

22. Vancouver Food Carts Mixed Use Master Plan

AN ORDINANCE rendering findings and issuing a decision on a proposed mixed use master plan and a Phase 1 site plan with zone change, located at 4906 NE 72nd Avenue, Vancouver, Washington; and providing for severability and an effective date.

Staff Report: 251-24

Request: On December 2, 2024, subject to second reading and public hearing, approve the ordinance.

Kristian Corbin, Senior Planner, kristian.corbin@cityofvancouver.us

Mayor McEnerny-Ogle opened the Quasi-Judicial Hearing for the Vancouver Food Carts Mixed Use Master Plan.

Jonathan Young, City Attorney, provided an overview of the guidelines of conducting the hearing invoking the Appearance of Fairness Doctrine. Mr. Young stated the Council would be asked to disclose any ex parte communication or other Appearance of Fairness issues pertaining to the matter.

Mr. Young then asked each member of the Council to disclose any direct or indirect benefit they could derive from the decision and determined there were no messages requiring disclosure.

All of the Councilmembers reported nothing to disclose.

Kristian Corbin, Senior Planner, provided an overview of the Vancouver Food Carts Mixed Use Master Plan.

Council discussed the item briefly with staff.

Auryn White, Bama Architecture and Design, the applicant's representative, answered questions and provided information on behalf of the applicant.

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

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

Motion by Councilmember Fox, seconded by Councilmember Paulsen, and Yes: 6, No: 0, Abstaining: 0, to approve Ordinance M-4488. Absent from vote: Councilmember Harless.

Communications

A. From the Council

Council Equity Resolution

Councilmember Stober discussed the updates made to the Equity Resolution with the Council.

Councilmember Stober noted two scrivener's errors in the resolution in the December 2, 2024, packet.

The updates are as follows.

- *Page 2, Section 3 - Striking the word "or" from the statement, "or their place of employment"*
- *Page 3, Section 3, Sub Section 3 - Striking the words "Committing to" from the statement, "Committing to working with all"*

Motion by Councilmember Stober, seconded by Councilmember Perez, and Yes: 6, No: 0, Abstaining: 0, to approve the Equity Resolution, as amended. Absent from vote: Councilmember Harless.

B. From the Mayor

C. From the City Manager

2024 Second Supplemental Budget

Shannon Olsen, Budget Manager, discussed the 2024 Second Supplemental Budget.

Adjournment

7:55 p.m.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

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



November 27, 2024

Delivered by US Mail and E-mail:
lon.pluckhahn@cityofvancouver.us

City of Vancouver, City Council
415 W 6th Street
Vancouver, WA 98660
Attention: Lon Pluckhahn, City Manager

RE: Proposed Parking Tax

Ms. Mayor and Members of City Council:

My name is Barry Cain, manager of the Columbia Waterfront LLC, and co- owner of the brand-new Waterfront Parking Center sharing my views with you about the proposed "Parking Tax".

The Parking Center was developed by Gramor Development and our partners Steve and Jan Oliva. We have devoted countless hours over the past several years and \$53 Million to design and construct the first major parking facility at The Waterfront Vancouver. It was a significant change for the Waterfront to require all visitors to park in a garage instead of the surface parking lots. So it was our goal to make this garage open and inviting unlike any other garage, and to offer all the very best technology so customers would have the best experience possible.

During the last 4 years of planning and building, not once did the city tell us that they were considering a new tax on parking. If they had, we would have had to reconsider the economics we were using and potentially not even taking the risk of building it. I'm sure our lender would have liked to have taken it into consideration too.

The new tax you are considering increases our parking rates by 6% on top of the 9.17% sales tax and B&O tax already in place. In addition, the new tax will increase 10% a year. If we're lucky. In Seattle where a similar tax was put in place originally at 15%, the tax is now 50%!

The city is being short-sighted. The Waterfront Vancouver has been a boon for the city of Vancouver. But good things can be ruined. You have only to go a few miles south to see a town whose downtown used to be the envy of the country, but now no one wants to go to.

The City of Vancouver will exacerbate this situation even further if you allow tolls on the I-5 bridge before and during construction as seems you are doing.

My partners and I have taken considerable risk to follow the intent of our Development Agreement with the City and build a very expensive parking garage. There is still plenty of development that needs to be completed at The Waterfront Vancouver. And now we are obviously going to have to contend with construction of the bridge. This is not the time for the city to make things harder for it or us or for your downtown.

Regards,
Columbia Waterfront LLC



Barry A. Cain

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.

Also please consider the COV approved and supported Camps at Burnt Bridge Creek/Andresen Rd, Men's Sharhouse and Soundwall

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RedBrick Rd - Google Photos x V You searched for storage hom x V Homeless Assistance and Res x +

cityofvancouver.us/city-managers-office/homeless/homeless-assistance-and-resources-team/ ☆ [Icons] [Icons] [Icons] [Icons] [Icons]

New Tab geologic info natl... About Fusion Tabl... Fusion Tables GDrv Ninox Database New features - Fu... All Bookmarks

 CITY OF Vancouver WASHINGTON

UTILITY BILL [Icons] CALENDAR [Icons] ENGLISH [Icons] [Icons]

Services Business Government Community Data

Encampment Removal Assessment/Prioritization

The removal of encampments may be prioritized after an assessment of encampment locations. The assessment of all encampment sites is not required before prioritizing the removal of previously assessed encampment sites. The assessment shall be documented by HART in a format acceptable by the City. The prioritization may be revised at any time because of new encampments being identified, additional encampments being assessed, or as new information about an encampment's condition becomes available.

The following criteria, which have no relative priority, shall be considered when prioritizing encampments for removal:

- 1 Legal considerations**
 - Restrictions on time and place, consistent with [Martin v. City of Boise, 920 F.3d 584, 603 \(9th Cir. 2019\)](#).
 - Unlawful Daytime Camping/Storage in parks, streets, parking lots, schools, libraries, etc. (VMC [8.22.040](#), [.050](#))
 - Camping Impact Areas – No Camping at any time within 1,000 feet of [Safe Stay Communities/Safe Parks](#), 200 feet from waterways/water facilities, high fire risk areas (VMC [8.22.040](#))
- 2 Safety considerations**
 - In/on/near a roadway/moving vehicles
 - Built/hardened structures (fire danger, not up to code, etc.)
 - Reckless/unlawful burning
 - Excessive calls for emergency services due to criminal activity or other health and safety issues (fires, overdoses, violence, etc.)

Screenshot



From: [Kim Linden](#)
To: [City Council](#)
Cc: [ADA Coordinator](#)
Subject: ADA accessibility sign up to speak, community process, transparency about the City of Vancouver agendas.
Date: Monday, December 2, 2024 11:31:32 AM

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

Honorable Members of Vancouver City Council:

I spent a considerable amount of time speaking to your community representative Anna after spending 1/2 hour trying to sign up on the city website via the form specified by written instructions.

There is no form. Other instruction listed is to call CMO office to register by 12pm this day. I called the CMO and after a lengthy hold time, was shepherded to voicemail. It's now 11:21AM and it appears that I am being blocked from commenting today since there has been no return phone call.

I was instructed that community meetings in our neighborhood as of last Monday, 11/25/24 do not allow virtual participation. Since the meeting is during nighttime hours, I am unable to attend due to the deteriorating safety in our neighborhood. This is not public access.

I was told that I cannot address the city council at a regular meeting unless an item is on the agenda. I just waded through today's agenda to see if there is any opportunity to speak.

I've been told that there was a decision to hold community meetings apart from city council community forum so that people can speak in person without being recorded. I understand this concern. However I want to be recorded and I want community members to hear my concerns and have this be reflected in the minutes. This is the definition of community.

There should be time to speak at every city council meeting to express concerns not on the agenda. Have you seen today's agenda? You are very busy.

Last time I wrote to the council twice to request an item placed on the agenda, I did not receive a response. I received nothing.

This is an example of barriers to participation and transparency in government.

For the below item that I have concerns about: I have already emailed planners and community development to try to gather information and have this be reflected on the public record.

This is my reason for contacting Vancouver WA City Council today and last week.

Reason for contacting the City of Vancouver:

Climate Action Plan
Planning and Zoning-Sustainability
Disability/Senior access to community essentials-grocery

We in the neighborhood just learned- just last week- that our community Safeway, 13719 SE Mill Plain Blvd, Vancouver, WA is closing, is being gutted as of day after Thanksgiving, and will close on January 4th 2025.

Apparently the building has been sold last year and plans were submitted to your council/planners for a Mercedes Sprint Van dealership last Spring 2024.

Lexus dealership is planned for **the only last open space** in our neighborhood.

Our community Safeway is a lifeline for thousands of community members, especially Seniors and People with Disabilities and those who cannot afford transportation.

This Safeway also employed people in the disability community and Seniors.

There was no notification of closing, no posting, nothing from the City of Vancouver.

If people were fortunate enough to have computers or paid subscription to Columbian newspaper, they possibly saw the few articles about this.

The Attorney General of WA is I believe currently in an anti-trust lawsuit against this corporations' merger that is causing these closures of community grocery stores.

I am writing to the AG WA and Disability Rights WA separately on this issue and it's systemic effects on communities.

Everyone I've spoken with in our neighborhood is devastated.

I thought to attend a council meeting however there is no community time to speak at the city council meetings if item is not on the agenda.

There is no form to complete to sign up to speak.

There is no one responding to CMO phone call to request accommodations to sign up.

This type of process being witnessed is an example of total lack of insight into what sustainability/climate conservation plans means, and insiduously discriminatory of protected classes in the planning/zoning processes to support sustainability in community planning and development.

I've seen this type of process before: it's called gentrification.

Please let me know when this is going to be on the agenda and please let me know when the form to sign up on the COV website is fixed, or that someone can pick up the phone or return my call before noon so I can register. The Safeway is actively being gutted right as the seasons' holidays are in process.

I am requesting a written response.

Thank you.

Kim Linden

December 9, 2024

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

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

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

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

https://www.cvtv.org/vid_link/36957?startStreamAt=0&stopStreamAt=7186

Homeless Situation Report

(Approximately 1 hour)

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

Staff led Council through a discussion of the Homeless Situation Report.

Councilmember Hansen joined the workshop remotely.

Disparity Study Final Results

(Approximately 1 hour)

Anna Vogel, Procurement Manager, anna.vogel@cityofvancouver.us

Staff led Council through a discussion of the Disparity Study Final Results.

Councilmember Hansen joined the workshop remotely.

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

Regular Council Meeting

6:30 PM

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

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

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit:

[https://www.cvtv.org/vid link/36959?startStreamAt=0&stopStreamAt=8457](https://www.cvtv.org/vid_link/36959?startStreamAt=0&stopStreamAt=8457)

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

Pledge of Allegiance

Call to Order and Roll Call

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

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

Absent: None

Councilmember Hansen joined the meeting remotely.

Community Communication

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

Mayor McEnerny-Ogle opened Community Communication and received testimony from the following community members regarding any matter on the agenda not

scheduled for a Public Hearing:

- *Carmen DeLeon, Vancouver*
- *Bruce Barnes, Vancouver*
- *Oing Zhan, Vancouver*
- *Morgan Edwinston, Vancouver*
- *Mary Cray, Vancouver*
- *Shannon Stamps, Vancouver*
- *Steve Herman, Vancouver*
- *Eric Bailey, Vancouver*
- *Matthew Trevino, Vancouver*
- *Kimberlee Goheen Elbon, La Center, Wa*
- *Patricia Roe, Vancouver*

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

Jamie Spinelli, Homeless Response Manager, provided additional information regarding the Homeless Situation Report following the community communication testimony.

Consent Agenda

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

Council pulled item 2 and 4 for discussion.

Motion by Councilmember Paulsen, seconded by Councilmember Stober, and Yes: 7, No: 0, Abstaining: 0, to approve Items 1, 3, and 5-7 on the Consent Agenda.

Motion by Councilmember Perez, seconded by Councilmember Fox, and Yes: 7, No: 0, Abstaining: 0, to approve Item 2 on the Consent Agenda.

Motion by Councilmember Paulsen, seconded by Councilmember Fox, and Yes: 7, No: 0, Abstaining: 0, to approve Item 4 on the Consent Agenda.

1. Approval of 2025 City Council Meeting Schedule

Staff Report: 254-24

Request: Approve the 2025 annual Vancouver City Council meeting schedule.

Amanda Delapena, Executive Assistant to Mayor and City Manager,
amanda.delapena@cityofvancouver.us

Motion approved the request.

2. Interlocal Agreement-Clark County Treasurer Investment Services

Staff Report: 255-24

Request: Authorize the City Manager, or designee, to enter into an interlocal agreement with the Clark County Treasurer for investment services.

Anthony Glenn, Treasurer, anthony.glenn@cityofvancouver.us

Motion approved the request.

3. Sunlife Stop Loss Policy Approval for 2025

Staff Report: 256-24

Request: Council approval needed for a one-year stop loss policy with Sunlife (1/1/25 - 12/31/25).

Antoinette Gasbarre, Human Resources Director,
Antoinette.Gasbarre@cityofvancouver.us

Motion approved the request.

4. Lodging Tax Advisory Committee 2025 Award Recommendations

A RESOLUTION relating to the award of lodging tax grant funds and allocation of funding to administrative costs associated with the Lodging Tax Program.

Staff Report: 257-24

Request: Approval of Lodging Tax Advisory Committee 2025 Award Recommendations

Chris Harder, Deputy Economic Development Director ,
chris.harder@cityofvancouver.us

Motion adopted Resolution M-4489 to approve the request.

5. Vancouver Housing Authority 121st Ave Annexation

AN ORDINANCE relating to approval of an annexation pursuant to RCW 35.13.125; establishing the geographic extent, defining the Comprehensive Plan and land use designations, and determining the assumption of all or any portion of existing City indebtedness; accepting the certified petition supporting annexation; and providing for an effective date for the VHA 121st Avenue annexation.

Staff Report: 258-24

Request: On Monday, December 9, 2024, advance the ordinance to annex subject property into the City of Vancouver on first reading, setting the date of second reading and public hearing for December 16, 2024.

Bryan Monroe, Associate Housing Project Coordinator,
bryan.monroe@cityofvancouver.us

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

Motion approved the request.

6. 2024 Second Supplemental Budget

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

Staff Report: 259-24

Request: On Monday, December 09, 2024, advance the ordinance on first reading, setting the date of second reading and public hearing for Monday, December 16, 2024.

Shannon Olsen, Budget Manager, Natasha Ramras, Chief Financial Officer, shannon.olsen@cityofvancouver.us,
natasha.ramras@cityofvancouver.us

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

Motion approved the request.

7. Approval of Claim Vouchers

Request: Approve claim vouchers for December 9, 2024.

Motion approved claim vouchers in the amount of \$9,535,383.56.

Public Hearings

The following item(s) are scheduled for public hearing. Members of the public addressing Council are requested to give their name and city of residence for the audio

record. Unless otherwise announced by the Presiding Officer, speakers are to limit their testimony to three minutes for each public hearing.

8. Right-of-way Vacation – SE 194th Avenue

AN ORDINANCE vacating the right-of-way associated with SE 194th Avenue, on the north side of the SE 13th Street right-of-way, located within the Southwest Quarter of Section 32, Township 2 North, Range 3 East, Willamette Meridian, City of Vancouver, Clark County, Washington, described more particularly in Exhibit A; and providing for an effective date.

Staff Report: 235-24

Request: On Monday, December 2, 2024, upon a public hearing and second reading, adopt the ordinance to vacate a portion of public right-of-way associated with SE 194th Avenue located within the Southwest Quarter of Section 32, Township 2 North, Range 3 East, Willamette Meridian.
Ryan Lopossa, Streets and Transportation Manager,
ryan.lopossa@cityofvancouver.us

Ryan Lopossa, Streets and Transportation Manager, provided an overview of the Right-of-way Vacation - SE 194th Avenue.

Council discussed the item briefly with staff.

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

- *Kimberlee Goheen Elbon, La Center, Wa*
- *Carmen DeLeon, Vancouver*

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

Motion by Councilmember Paulsen, seconded by Councilmember Stober, and Yes: 7, No: 0, Abstaining: 0, to approve Ordinance M-4489.

9. Critical Areas Ordinance

AN ORDINANCE relating to Vancouver Municipal Code (VMC) Title 20 concerning the regulation of Critical Areas within the City; Amending VMC 20.150 and VMC 20.740; providing for severability; and establishing an effective date.

Staff Report: 253-24

Request: On Monday, December 9, 2024, subject to second reading and public hearing, approve the ordinance and adopt the attached Vancouver Municipal Code Sections 20.150 and 20.740, to be effective on January 8, 2025.

Domenique Martinelli, Senior Planner, Keith Jones, Senior Planner,
domenique.martinelli@cityofvancouver.us,
keith.jones@cityofvancouver.us

Domenique Martinelli, Senior Planner, and Keith Jones, Senior Planner, provided an overview of the Critical Areas Ordinance.

Council discussed the item briefly with staff.

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

- *Kimberlee Goheen Elbon, La Center, Wa*
- *Carmen DeLeon, Vancouver*
- *Peter Bracchi, Vancouver*

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

Motion by Councilmember Paulsen, seconded by Councilmember Stober, and Yes: 6, No: 1, Abstaining: 0, to approve Ordinance M-4490. Councilmember Hansen voted No.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Adjournment

8:57 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

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

From: Eric J. Bailey [REDACTED]
Sent: Monday, December 9, 2024 11:04 AM
To: City Council; anne.mcenery-ogle@cityofvancouver.us; bart.hansen@cityofvancouver.us; ty.stober@cityofvancouver.us; erik.paulsen@cityofvancouver.us; kim.harless@cityofvancouver.us; diana.perez@cityofvancouver.us; sarah.fox@cityofvancouver.us; City of Vancouver - Office of the City Manager; Pluckhahn, Lon
Cc: Eric Bailey
Subject: Concern about shelter going in directly adjacent to VITA Elementary School (please read in full ahead of tonight's council meeting)
Attachments: ConcernedVITAElementaryParent.pdf

You don't often get email from [REDACTED] [Learn why this is important](#)

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

Please see below and also attached in PDF format; please read in full ahead of tonight's council meeting

Attn: Mayor McEnery-Ogle and the Esteemed Vancouver City Council;

Re: Homeless shelter directly next to VITA Elementary

On Friday, with given only two days notice of a planned homeless shelter that would be situated a mere 10 feet from VITA Elementary, over 200 concerned parents, including myself, showed up to express their displeasure of both the lack of transparency and due process as well as location of this shelter. The sentiment was overwhelmingly unified in anger at the city for how little consideration had been given to notify and include our community, who is directly affected by this, in any of the process, and that we were just dictated that this was happening eminently.

The parents—your constituents—were unified, and the only push back came from city officials themselves and a homeless advocate in attendance who does not have a child at our school. The presentation by Jamie Spinelli and others aired of smugness and at multiple times appeared to try to make us as a community feel bad for not supporting this shelter. I'm thankful one of my fellow parents pointed this out directly to Jamie mid-presentation. We are not anti-homeless. We are not anti-shelters. We ARE deeply concerned about how this has transpired and that the site chosen isn't just close to our school, but is directly adjacent to it. We find it extremely hard to believe that a better site couldn't be chosen. We were told that 7 potential sites were looked at. How is it possible that having an elementary school directly next store didn't make City Manger Lon Pluckhahn and Jaime Spinelli pick literally any of the other choices?

Some specific concerns that were brought up (and brushed off immediately by Jaime and crew) were:

A)Parents were very concerned about potential drug use on site. Jamie mentioned that the facility would be “drug free.” But, when pressed, she told us that there would be no actual drug testing nor any drug searching/pat downs. That it was effectively just an “honor system” policy then. The homeless advocate in attendance had mentioned some “facts” from a WA commerce fact sheet when she spoke, but she failed to mention that that very same fact sheet mentions a dramatically higher drug use rate among the homeless population. I know first hand from owning a small business that had a homeless encampment a couple hundred feet away from our doors (note: significantly further away than this proposed site) that I found needles pretty much daily outside that I had to pick up and deal with. Once the city my business is located in disbanded the encampment site, the needle presence is virtually went away over night and is non-existent/no longer a problem for my employees and me. ***If one our students at VITA picks up a needle because of this shelter, believe me when I say the city will have a mob of angry parents beating down your doors.***

B)Parents were concerned about mental health issues, given that a larger portion of the homeless community have issues in this realm. It was asked if there would be any type of mental health screening before being allowed to be housed in this shelter, and we were told there would not be.

C)It was brought up by a couple people that, if this shelter must proceed, that maybe only families should be allowed to stay here, as that would be much more palatable to the community. The proposal was acknowledged but seemed to fall on deaf ears at the same moment. ***If this poorly planned shelter continues, I'm sure our community would feel a lot better if no single men were allowed to be here at the very least.***

D)It was asked multiple times if there would be any extra security or police presence, to which the direct answer was NO. They simply said they make sure they “leave the premises” in the morning. But in the same breath, Jamie and crew acknowledged that they don't actually have any real authority in making people leave the area. We were told to “just call 911” if they come on school grounds. But Mayor McEnerny-Ogle just stated on a KATU broadcast a couple days ago that we should brace for longer police response times and that there is a staffing shortage. ***So no extra security, no police presence, and longer response times should there be an incident. That doesn't make any parent feel good about this proposal.***

E)It was brought up by multiple parents that they have kids that stay at an after school day-care program that goes beyond the time when the proposed shelter opens up each night, so that there is indeed direct overlap to when there are kindergartners on site and people entering the shelter. ***At the very least, this should mean that the facility should open up at a delayed time each night—pushed back to 7:30pm or later.***

F)It was brought up by a parent that a construction worker a couple months ago let it slip to a VITA employee that the Art center was being modified as a potential shelter site, but that when the Principal of VITA tried to connect with the city and get clarity about this, was ghosted and never got a reply...until last week when were told it was a “done deal” and happening. ***If this is true, it shows a complete disregard for even hearing any concerns from our community and is a scandal that should result in some resignations—unless the site is re-looked at and given the proper evaluation time.***

Accordingly, it is very prudent in the very least to:

- 1)Postpone/delay the opening of this shelter immediately and indefinitely, until proper due diligence is completed.
- 2)Ensure an extra security/police presence is provided, and not just during the evening, but during the day to make sure nobody lingers near the school property.
- 3)That drug tests/pat downs are instituted to make absolutely sure that this is truly a “drug free zone.”
- 4)Make sure the facility opens up at 7:30pm or later (not 6:30pm), to ensure students are off sight before people start entering the shelter and

5)That if the facility does move forward, that ONLY families are sheltered here, and no single men.

I truly hope you take in to consideration the concerns of hundreds of VITA Elementary parents and address this ASAP ahead of any people using the shelter this upcoming weekend.

Thank you,

Eric Bailey

Vancouver, WA

VITA Parent



Attn: Mayor McEnerny-Ogle and the Esteemed Vancouver City Council;
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same breath, Jamie and crew acknowledged that they don't actually have any real authority in making people leave the area. We were told to “just call 911” if they come on school grounds. But Mayor McEnerny-Ogle just stated on a KATU broadcast a couple days ago that we should brace for longer police response times and that there is a staffing shortage. ***So no extra security, no police presence, and longer response times should there be an incident. That doesn't make any parent feel good about this proposal.***

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- 5)That if the facility does move forward, that ONLY families are sheltered here, and no single men.

I truly hope you take in to consideration the concerns of hundreds of VITA Elementary parents and address this ASAP ahead of any people using the shelter this upcoming weekend.

Thank you,
Eric Bailey
Vancouver, WA
VITA Parent
[REDACTED]

From: [Angie Bailey](#)
To: [City Council](#)
Subject: Testimony for 12/9 meeting
Date: Monday, December 9, 2024 12:03:08 PM

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

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

Dear Council Members and Mayor:

I am writing as a parent of a child attending VITA elementary and the Right At School after school program at VITA.

The lack of stakeholder engagement and communication with the VITA community is completely unacceptable.

Given the time and opportunity for engagement, I am confident that a reasonable and supportive solution can be found.

I am asking that the time for collaborative decision making be granted and the emergency shelter opening be delayed.

During the listening session at VITA on Friday, one recommendation was to designate this shelter only for referrals of families with children and elderly individuals. This would meet the needs of some of the most vulnerable populations while considering the concerns of many of the parents of children at VITA.

I urge you to take feedback into consideration and modify the plan for the shelter at the Arts Center.

Thank you,

Angie Bailey

From: [PETER BRACCHI](#)
To: [City Council](#)
Cc: [Martinelli, Dominique](#)
Subject: Council 12/2 I was told in 2018 Critical Area Laws do not apply to land owed and managed by COV
Date: Saturday, December 7, 2024 9:10:43 AM
Attachments: [meeting0221.pdf](#)
[Burnt Bridge Creek & VMC 20.740 CRITICAL AREAS PROTECTION.pdf](#)

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 was told in 2018 by Bryan Potter that Critical Area Laws and Regulations did not apply to land owned by the COV.

We had a meeting to discuss the Destruction of Critical Areas in 2018

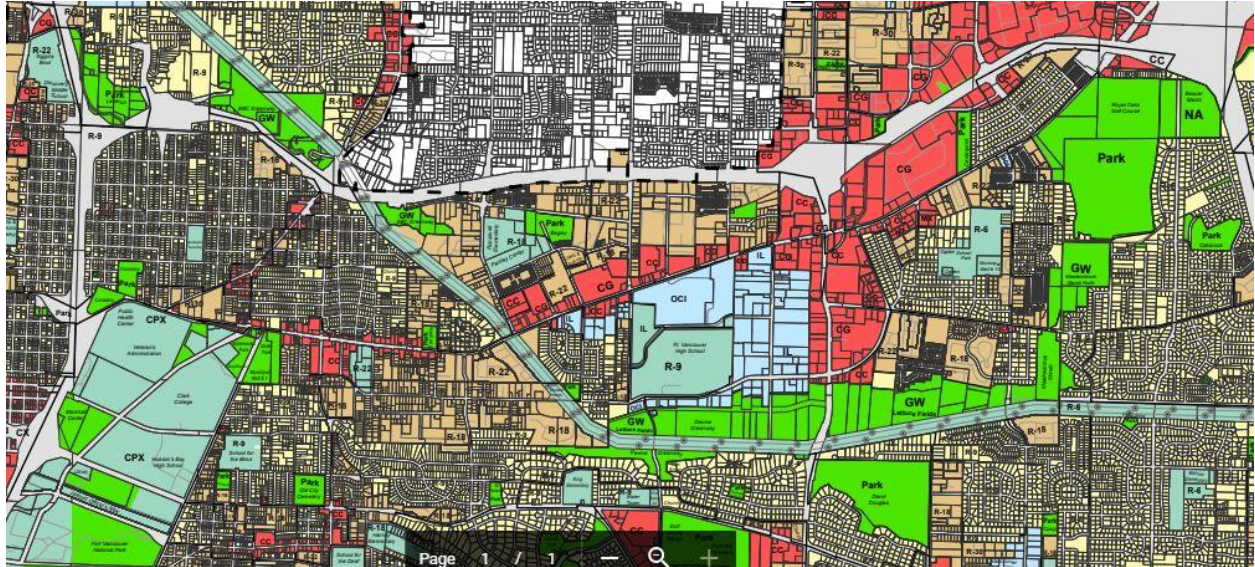
Attached is the Meeting documents, none of my questions were answered by Carson, Potter or J Young other than Critical Area Rules do apply to Land Owen by COV.

Here is the Destruction that has occurred since the meeting. No has tracked or repaired the Land destroyed.

Thanks Peter

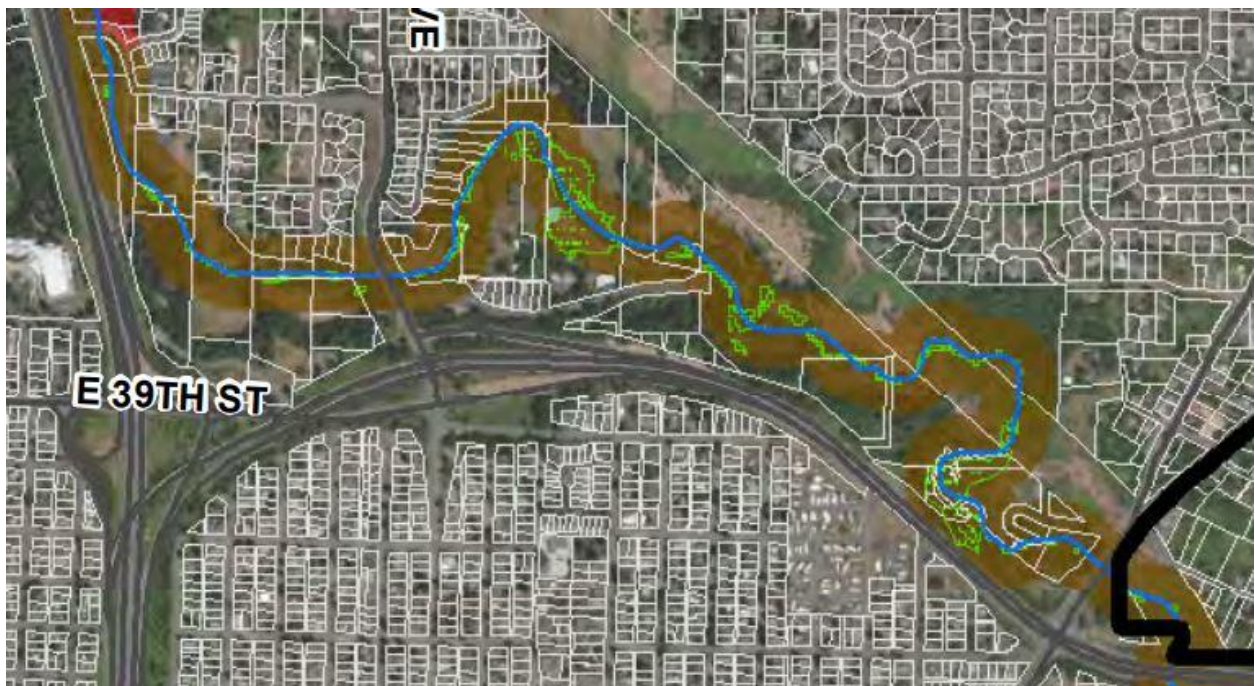
Feb 21 Meeting Agenda

Question 1: Are Open Areas Parks? (PARK definition VMC 15.04)



Question 2: Is Arnold Park a Park?

Question 2a, If Yes: what are the Park Boundaries



From Shoreline Master Program

Question 3: Is the Burnt Bridge Creek Greenway a Park?
Question 3a, If Yes: what are the Park Boundaries



Potential VMC Violations

Chapter 15.04 PARK CODE

Section 15.04.040 Removal or destruction of park property

Section 15.04.100 Depositing litter

Section 15.04.110 Fires

Section 15.04.150 Closing hours--Unlawful entry

Chapter 8.22CAMPING

Section 8.22.040 Unlawful camping

Section 8.22.050 Unlawful storage of personal property in public places

Chapter 14.26 WATER RESOURCES PROTECTION

Section 14.26.115 - Prohibits "Municipal Waste Disposal Sites"

Section 14.26.117 - Discharges to water resources. "Potentially Harmful Materials"

Chapter 20.740 CRITICAL AREAS PROTECTION

Section 20.740.020 General Provisions - No Net Loss of Functions

Discussion Topics

Potential Loss of Use

No Fires - VMC to protect Open Areas / Grass lands, Urban Forests or Greenbelts

VFD cannot protect Open Areas

Loss of Use

- Animal habitat - Land and water
- Physical Damage to Environment - Land, Vegetation, "Potentially Harmful Materials"
- Public Loss of use in Recreation Area - Devine Rd - Known areas of Problems
- Public loss of use of Nature Trails - Personal Safety on nature trails
- Public loss us use of water
 - Category 5, 303d,
 - No drinking of water
 - No bathing or entering the water for recreation
 - No warning signs for Public

Other Items

Critical Area incident tracking/resolution

City Workers do not report VMC Violations Camps, Campfires, Storage of Goods etc.

Portland camp in wetlands recently removed by Police and Rangers

From: Peter Bracchi [REDACTED]
Subject: Burnt Bridge Creek & VMC 20.740 CRITICAL
AREAS PROTECTION
Date: Feb 7, 2018 at 8:24:56 AM
To: Brian Carlson Brian.Carlson@cityofvancouver.us
Cc: Brian Potter Brian.Potter@cityofvancouver.us, Eric Holmes
Eric.Holmes@cityofvancouver.us, Tim Esary
Tim.Esary@cityofvancouver.us

Good morning Mr. Carlson,

I would like to schedule a meeting with yourself, Brian, Tim and your legal representative that can discuss VM codes Chapter 20.740 CRITICAL AREAS PROTECTION

I am interested in environmental protection of Burnt Bridge Creek Greenway

Mr. Potter and I are at odds here. He is telling me that these codes do not apply to land owned or managed by the city of Vancouver

Chapter 20.740 CRITICAL AREAS PROTECTION

Thanks Peter

From: PETER BRACCHI [REDACTED]
Sent: Saturday, December 7, 2024 8:20 AM
To: City Council
Cc: Martinelli, Domenique
Subject: Council 12/9 COV Failed to Track Repair Critical Area Incidents on on GMA Critical Area in Public Park Land owned by Citizens
Attachments: Ecology SMA act enforcement.pdf; Untitled attachment 00216.htm; Untitled attachment 00219.htm; CriticalAreaViolations.pdf

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.

- No Repair = Failure of No Net Loss to Area

by Repeated types of Damage over Time and the City Run Camp in Critical Area and Burnt Bridge Creek and Andresen Rd

Begin forwarded message:

From: "PETER BRACCHI" [REDACTED]
Subject: SMA Critical incident tracking and enforcement
Date: August 22, 2021 at 12:07:07 PM PDT
To: "Nena Cook" <Nena.Cook@cityofvancouver.us>
Cc: "Anna Quintrell" <Anna.Quintrell@cityofvancouver.us>, "Anne" <Anne.McEnerny-Ogle@cityofvancouver.us>

Hi Nena,

this has to do with critical area incidents

when there is damage within the critical area that is severe such as fires or destruction by massive camps where tree cutting and vegetation have been removed.

the city has refused to track environmental damage in the critical area, they always consider it just the litter pick

up we need to track incidents in the critical area so the environment can be properly repaired

Thanks Peter

Begin forwarded message:

From: PETER BRACCHI [REDACTED]
Date: August 23, 2020 at 8:31:51 PM PDT
To: Brian.Potter@cityofvancouver.us
Cc: Tim Esary <Tim.Esary@cityofvancouver.us>, Brian Carlson

<Brian.Carlson@cityofvancouver.us>

Subject: SMA Critical incident tracking and enforcement

Here's a document on critical area incidence, I wish I found this year's ago

Thanks Peter



Enforcing the Shoreline Management Act

Guidance for Local Government Administrators



Publication No. 95-101
Revised July 1998

 *printed on recycled paper*

Enforcing the Shoreline Management Act

Guidance for Local Government Administrators

**Prepared by:
Huckell/Weinman Associates, Inc.**

**For:
Washington Department of Ecology
Shorelands and Environmental Assistance Program**

Revised July 1998
Publication No. 95-101

Note to the Reader

It is the policy of the Washington Department of Ecology to provide quality technical assistance to local governments. We welcome any comments on how we can improve the usefulness of this manual. Please send your written comments to: Shorelands Enforcement Coordinator, Washington Department of Ecology, PO Box 47600, Olympia, WA 98504-7600.

For additional copies of this manual, contact: Washington Department of Ecology, Publications Office, PO Box 47600, Olympia, WA 98504-7600, telephone (360) 407-7472.

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Chapter 1 – Introduction

This chapter describes the purpose and organization of the manual; the steps involved in responding to a violation; Shoreline Management Act (SMA) jurisdiction; state and local roles; elements of local enforcement programs; and common shoreline violations.

Purpose

Limited resources, competing priorities, a lack of specialized environmental expertise, local political pressure, and concerns about costly litigation may all be constraints to effective shoreline enforcement. Despite these constraints, many tools are available to improve enforcement programs. This manual offers ideas about enforcement techniques that are cost effective even for small communities with limited enforcement capabilities.

This manual is directed to shoreline program administrators who have enforcement responsibilities. The manual takes the reader step by step through the enforcement process and describes techniques and suggestions for investigating and determining appropriate enforcement action. In addition, the manual provides practical information and approaches for setting up and implementing enforcement programs to address multiple violations in a more efficient manner. This manual may also be useful as a guide for training inspectors, code enforcement staff, or other personnel involved in shoreline complaints or enforcement.

This manual is intended to complement the 1994 Shoreline Management Guidebook (Ecology Publication No. 94-104). Whereas the Shoreline Guidebook serves as an excellent general reference on a broad range of shoreline program management issues, (including a chapter on administration and enforcement), the SMA Enforcement Manual provides detailed “how to” information specific to shoreline enforcement.

Organization

The SMA Enforcement Manual is organized according to the steps an administrator would typically follow once a complaint or potential violation is reported. Figure 1, which depicts these steps, can be used as a quick reference to chart the course of a specific enforcement action. Practical information and “how to” techniques and procedures — including tips, reminders and checklists for each of the steps — are provided.

Within each chapter, the step by step “how to” discussion is supplemented by a section called: 💡 *ideas—Improving Your Program*. This section provides suggestions for improving the overall effectiveness of local shoreline enforcement programs.

Manual topics include:

- learning about violations via complaints and inspections;
- effective investigation techniques, including pre-planning, initial contact and interviewing, documentation, photography and reporting;
- coordinating enforcement efforts with agencies;
- evaluating the seriousness of a shoreline violation under the SMA;
- determining the most appropriate compliance strategy;
- legal tools and procedural options, including voluntary compliance;
- issues to consider if cases are appealed or litigated; and
- legal, administrative, and technical support available from the Department of Ecology.

SMA Enforcement Steps

Finding out about a violation

- Complaints
- Local and agency reports

Investigation

- Research
- Site Inspection
- Building a case

Evaluating the violation

- SMA guidance
- Facts to consider

Legal tools and options

- Local actions
- Joint Local-Ecology enforcement
- Voluntary compliance
- Coordination with resource agencies

Legal follow-up

- Appeals
- Going to court

Enforcement provisions of the Shoreline Management Act (Chapter 90.58 RCW), and SMA regulations (Chapter 173-27 WAC), are included as an appendix for easy reference. Sample forms, sample notification letters, and other reference materials are also included in the appendix.

IMPORTANT:

This manual attempts to be comprehensive and inclusive. You may not have the time to accomplish all of the steps or the resources to complete the recommended, detailed review and documentation .

If you need to take a shortcut — or you can only do some of the steps — focus on how you might best accomplish the primary goal — protection of the shoreline resource. Highlights to remember:

- Make a site inspection as soon as possible;
- Have your paperwork for violations set up (get your OK from your supervisor and/or attorney) so that you can move quickly; and
- Know who you can contact in other agencies such as the state Department of Ecology, the Department of Fish and Wildlife, the U.S. Army Corps of Engineers, or U.S. Environmental Protection Agency (EPA) for necessary technical support.

Overview: Enforcement and the Shoreline Management Act

The Shoreline Management Act

The Shoreline Management Act (SMA), enacted by the state legislature in 1971, is intended to protect valuable shoreline resources, to plan for and manage uses, to increase opportunities for the public to enjoy state shorelines, and to assure public involvement in decisions about shoreline resources. The SMA regulates most shorelines of the state including marine waters, streams and rivers (with a mean annual flow of 20 cfs or more), lakes and reservoirs or water areas of the state (larger than 20 acres), associated wetlands, and portions of the flood plain. During the past 20 years, the SMA has proven to be an effective tool in protecting and managing shoreline environments.

Local and State Roles under the SMA

The SMA establishes shoreline management as a cooperative effort between the state and local government, with specific roles for each entity.

Local governments are given the primary responsibility for administering the SMA through local Shoreline Master Programs (SMPs). Every county in the state as well as

many cities and towns have adopted SMPs to implement the SMA at the local level. Primary responsibilities for enforcement also falls to cities and counties as part of local administration of the SMA.

The Department of Ecology acts in a supportive and review capacity with primary emphasis on providing assistance to local governments and to ensuring compliance with the SMP and SMA. Ecology typically defers lead on enforcement actions to local government, but is interested in consistent enforcement of similar violations throughout the state.

Most frequently, Ecology's role in shoreline enforcement is to assist local government. However, it should be noted that the State (through the Attorney General's Office and the Department of Ecology's Shorelands and Environmental Assistance Program) is authorized to enforce shoreline programs if local government is unable or unwilling to take action. In all cases, Ecology informs local government of any action the department is considering concerning shoreline violations within that jurisdiction.

Local Enforcement Programs

Enforcement plays a crucial role in assuring protection of fragile and unique shoreline environments, in preserving public use and enjoyment of shorelines, and in assuring implementation of shoreline use decisions. As in other areas of land use regulation, adoption of shoreline regulation and policies provides no guarantee of public compliance. Landowners and developers may be unaware of SMA or SMP requirements, permit conditions may be ambiguous, leading to unwitting violations, or people may simply choose to proceed with development in disregard of regulations.

Because the SMA is administered by local governments and is implemented through local permitting actions, strong local government enforcement programs are essential to achieving SMA goals and objectives. Local governments invest considerable time and public resources in developing and applying shoreline policies, plans, and regulations. A strong local enforcement program is the insurance policy on this investment in planning.

The size and organization of local shoreline enforcement programs varies widely among cities and counties, as does the division of responsibility among departments. Responsibilities may be divided among planning, permitting, building or code enforcement departments as well as the city attorney or county prosecutor's office.

Local enforcement programs typically encompass a number of functions:

- complaint response;
- field inspection;
- investigating violations;
- determining SMA/SMP compliance;
- documenting and record keeping;
- inter-agency coordination;

- determining corrective action or restoration;
- negotiating with violators;
- pursuing enforcement actions;
- providing support for appeals; and
- education of the public and regulated community

Local government responsibility for shoreline enforcement offers a number of advantages.

First, a regulatory role in shoreline protection is consistent with the traditional emphasis on local land use control in Washington State. Other land use and environmental laws such as the State Environmental Policy Act (SEPA) and the Growth Management Act also emphasize local decision-making and regulation.

Second, local government is usually in the best position to evaluate compatibility of shoreline use and development with community goals and values. Local government is typically more knowledgeable about the local shoreline environment, development activities, and shoreline use issues, and can better evaluate potential community impacts. Proximity may allow local government to respond more quickly.

Third, the SMA provides local government the opportunity to retain control and to exercise considerable discretion and flexibility in how they attain compliance and meet enforcement obligations of the SMA. If results can be achieved through voluntary informal agreement — assuming consensus among affected parties — there may be no need to pursue formal legal action.

What is Enforcement

“Enforcement” includes all actions necessary to assure that shoreline uses and activities comply with the intent of the SMA and the local Shoreline Master Program (SMP). A variety of tools — including civil and criminal penalties, cease and desist orders, corrective action orders, requiring that a permit be obtained (after the fact), and permit rescission — are available to local administrators pursuant to SMA statutory authority. SMA enforcement authority can be used independently or in combination with other state or local enforcement authority and procedures. Local SMPs are also important tools, in that they define community goals, policies, and performance standards that should be used to determine the existence or severity of a violation.

Effective enforcement may also involve use of informal methods such as negotiation, mediation, and/or settlements. Depending on circumstances, these methods may be more effective in obtaining voluntary compliance in a reasonable time frame.

Proactive and preventive efforts should also play a role in a shoreline enforcement strategy. A well-designed shoreline master program and clearly written shoreline permits can be helpful in minimizing violations.

Public education also has a role. For example, information programs targeting contractors, developers, and property owners can promote compliance and reduce

misunderstandings about the existence or meaning of regulations. Educating citizens about shoreline goals is also important in building community support for shoreline programs. In addition, community awareness that shoreline regulations are consistently and equitably enforced promotes compliance.

Common Shoreline Violations

Local shoreline administrators frequently encounter a variety of enforcement cases. Violations encompass a wide range of activities, factors and issues.

Shoreline violations may be substantive, procedural, or both

Examples of substantive violations include physical harm to the environment, impacts to public shoreline use, and violations of any performance criteria or standard within the SMA or SMP. Substantive violations may be minor, significant or critical.

Examples of procedural violations include failure to obtain a permit, abuse of permit exemptions, failure to comply with requirements for public notice, or improper processing of a permit. Procedural violations are of concern because of the emphasis the SMA places on the public review process. Compliance strategies need to consider both substantive and procedural issues.

In general, SMA violations typically fall into three categories:

- The shoreline activity or development occurs without an SMA permit; the development, use or activity (all or part) may or may not be legal; or
- The shoreline activity or development is exempt from the procedural requirement to obtain an SMA permit (permit exempt), but the activity or development fails to comply with substantive policies or regulations of the Shoreline Master Program; or
- An SMA permit has been obtained for the shoreline use, activity or development, but SMA permit condition(s) are violated.

Commonly encountered violations

Examples include illegal placement of fill in wetlands or waterbodies; improper bulkhead placement or construction; unlawful restriction of public access; illegal timber harvest or rechanneling of a stream or creek. Changes in use or activity may also result in a violation. Examples include changing a mobile home to an RV park, cutting a bank for view or access, obstruction of a floodway or flood plain, or removal of protected vegetation. As summarized above, in addition to potential procedural violations (failure to obtain the SMA permit), the development or activity may involve substantive violations in that the use or activity may not be permissible, or the SMA and SMP provisions may place restrictions and conditions on the use or activity.

Abuse of exemptions

Abuse or improper claim to permit exemptions (e.g.; single family residential, emergency repair, or agricultural permit exemptions) is another commonly encountered shoreline violation. Examples include construction of a non-owner occupied single family residence or conversion of a garage into a rental cabin; “repair or maintenance” that results in a structure larger than the original structure; and fabrication of emergencies to compensate for poor planning.

Examples of agricultural activities improperly asserted as normal and (permit) exempt farming practices include construction too close to the shoreline, diversions of streams, or encroachment of setbacks. Misuse of permit exemption criteria involves a procedural violation that may be remedied by applying for a permit and observing proper public notice. However, permit exemption abuse may also involve a substantive violation (i.e., the use or activity may not be legal).

Violations of permit conditions

Enforcement action may also be required to address violation(s) of SMA permit conditions. The most common complaint of this type occurs when development does not conform with approved construction plans. However, also of concern, is failure to comply with SMA permit conditions established during the public review and hearing process. Major shoreline projects (residential, industrial, commercial facilities) are frequently approved contingent on compliance with special construction and operational conditions — many applicable for the life of the project or the duration of the permit. Special permit conditions are often established as a means of implementing mitigation measures identified during the SEPA review process. Examples of these permit conditions include mitigation for lost habitat (habitat construction, monitoring, and maintenance); use of best management practices during construction and operation; and dedication, construction, and maintenance of public access improvements.

Violation of SMA permit conditions may occur years after permit issuance and project completion. Periodic review and inspection may be necessary to assure ongoing compliance.

Chapter 2 – Learning About Violations

This chapter gives suggestions for responding to complaints and for collecting the information needed to make decisions regarding the potential violation. The chapter also provides recommendations for complaint follow-up, and identifies common policy issues and staff training needs.

In this first step, the administrator's job is to acknowledge the complaint, record reported information, seek additional information if necessary (usually through telephone interview), and verify whether a violation has occurred. Information will be used to make an initial assessment of whether a violation exists, if response is necessary, and most important, to determine if there is an immediate or significant threat to shoreline resources.

Intake: Recording & Evaluating Complaints

YOUR FIRST PRIORITY:

Determine if there is an immediate or serious threat to the shoreline environment or to public health or safety.

YOUR SECOND PRIORITY:

Get Answers To The Five Basic Questions:

Who? What? Where? When? Why?

The shoreline administrator usually hears about potential violations through citizen complaints or from local or resource agency inspectors.

Complaints originate from:

- neighboring land owners
- business competitors;
- neighborhood or environmental groups; and
- employees of violators

Reports are usually received from:

- federal or state resource agencies; and
- local building/development inspectors

Telephone Complaints

The majority of complaints are received by telephone. Keep in mind that the knowledge, bias, and sophistication of callers will vary. As a result, it may be difficult to evaluate the situation solely on the basis of the caller's statements. Remember also that people making a complaint may want to remain anonymous.

In taking a telephone complaint, your goal is to obtain as much detailed information as possible about the alleged problem. Conduct your interview efficiently. Callers may not be able to (or want to) spend a lot of time on the telephone. Having a telephone checklist can help you systematically record information, focus on key questions, and take full advantage of the caller's knowledge. Remember, your primary job is to listen.

TELEPHONE CHECKLIST:

use as a checklist

The following questions will help elicit a more complete response. Use the checklist to verify that you've obtained necessary information. Careful listening may suggest additional questions.

- **Who is the caller?** (Note: Take care early on to determine if they want to remain anonymous or want the report to remain confidential.) Find out their name, address, phone number, and the best time to contact them.
- **What is going on at the site?** What is the activity? What exactly is the complaint or problem? What does he/she think will happen? How does he/she think the shoreline environment is being harmed? Why does the caller think it's a problem?
- **Where is the site located?** What is the site address? What waterbody is affected? If address is not known, ask for information about cross streets, local landmarks, and the best route for reaching the site. It may be helpful to sketch a map or note directions on the reverse side of the complaint form. (Note: Verify that the site is in your jurisdiction. If not, you may be able to direct the caller to the appropriate agency.)
- **When did it happen (date and time observed)?** How long has it been going on? Is there work in progress? How quickly is work progressing? How much work is completed? Is this an ongoing operation or activity?
- **Who does the caller believe is responsible for the violation?** Can the caller identify the person(s) or know where you might contact them (phone number or address)? Is there someone at the site?
- **Other Assistance** — Would the caller be willing to serve as a witness? If the complaint is serious or time critical, can the caller take photographs or a video? Can he/she suggest other contacts with knowledge or other sources of information about the site or problem?
Ask if the caller knows if a permit has been issued, or if there has been public notice or a public hearing on the project. (Remember, the work may be entirely legal, i.e., work may be occurring under a shoreline permit or exemption).

Written Complaints

Many of the suggestions for handling telephone complaints also apply to written complaints. The advantage of a written complaint is that the complaint is right in front of you. Unfortunately, written complaints only provide information deemed important by the author and may leave out important facts. In all probability, you will need to do a telephone interview (see above), and follow-up work (see Complaint Follow-up, the next section) to determine if further action is warranted. Written complaints may or may not be time critical.

Use your telephone checklist to translate written complaints into a helpful summary of the issue, and to identify the information you will need to obtain in your complaint follow-up. Check to see if a written complaint was sent to other persons or agencies. If so, you may want to contact other parties to determine their reactions and intended response.



Reports from Agencies

State and federal resource agencies often share jurisdiction and inspection responsibilities with local government, especially on major shoreline development projects. If an agency notifies you of a potential violation, use your telephone checklist to make sure you get a full report. In addition, ask your agency contact the following questions:

QUESTIONS FOR AGENCIES:



use as a checklist

- How important or serious is this case? What is the compliance goal for this problem? Do they have specific suggestions for corrective action or penalties?
- If the agency inspector is at or near the site, can they assist you in documenting and photographing the violation?
- How do they perceive their jurisdiction in this issue? Will they be doing any follow-up? Do they want to stay involved or informed? Will they be taking enforcement action? How can you work together, if you so chose?
- Can they provide you copies of their permit, field notes, photographs, or any other pertinent documentation they may possess?

Reports from City/County Inspectors

Local inspectors are in a good position to observe violations because of the time they spend in the field and their knowledge of local terrain and development. Inspectors can serve as your front line in proactive enforcement. Routine inspection can reveal a number of less obvious compliance issues. Examples are exceeding building height limits, encroachment of fill beyond approved boundaries, or public view impact. Close coordination is important, especially if shoreline development projects are inspected by a separate department, for example by building or subdivision inspectors. Inspectors should be trained in environmental investigation techniques in order to recognize shoreline and environmental violations in the field. Make sure your inspectors are familiar with and understand SMP and SMA requirements.

If a potential violation is noted, inspectors should phone in or submit a basic inspection report. At a minimum, the inspector's report should cover the same information as the telephone checklist. If the inspector calls you with an emergency or time critical problem, ask for her/his assistance in photographing and documenting the problem.

When you are investigating a complaint, work with the inspector to review the violation and to assure a mutual understanding of the problem and roles and responsibilities.

ideas—Improving Your Program

A telephone complaint form or checklist helps ensure you get all important information. Use the suggested checklist or prepare your own. Distribute the telephone complaint form for use among shoreline program staff, to your inspectors, and to other departments that might receive complaints about shoreline violations.

Confidentiality can be a major concern. Some people want to remain anonymous, particularly if a complaint involves neighbors. What, if any, assurances can you give the caller that complaint files are confidential and access is limited? Discuss and define your policy with your city/county attorney.

ideas—Improving Your Program

Review the Washington State Public Disclosure Act (RCW 42.17) to understand what type of information can be kept confidential and what must be disclosed. Make sure that all staff understand your policy on confidentiality of complaints. It may help if all complaints are logged in a central file or notebook and kept separate from case files to minimize inadvertent disclosure.

Take time to establish contacts with agencies and with local Tribes. Set aside time to meet with agencies to address the issue of coordination and to develop a plan for coordinating enforcement actions. Develop a meeting agenda. Discuss roles and responsibilities, areas of assistance, exchange names, addresses, phone and fax numbers. It may be helpful to review a range of cases in your jurisdiction to determine special areas

of expertise, level of interest, and assignment of lead agency. Provide agencies with your enforcement policies, checklists, contacts and so on. Talk about a division of labor and commitment for use of their expertise. Ask for copies of their procedures. Solicit their ideas.

Develop a standard field checklist to help inspectors identify and document violations. Provide your inspection team with current copies of applicable Shoreline Master Program requirements for work on permit exempt activities (e.g., residential construction, maintenance activities). Building inspectors play a critical role in assuring that shoreline permit exempt activities substantively comply with Shoreline Master Program requirements.

Establish a routine to meet with your inspectors to review projects after permit approval, but prior to construction. On major shoreline development projects, help your inspector by reviewing unusual or complicated shoreline permit conditions. Inspectors may be unfamiliar with issues that arose during the earlier phases of the project and project permitting. Let your inspectors know if the project was controversial. Alert them to special areas of environmental concern.

Review current “best management practices” (BMPs) with your inspection and administrative staff. Many long accepted construction and operational practices may violate current SMA policy and regulations. Detailed BMPs are available from the Department of Ecology for construction projects, storm water control, agriculture and logging practices, and for a variety of commercial and industrial operations. BMPs can provide a useful performance yardstick during compliance inspections.

ideas—Improving Your Program

A good training program in SMA fundamentals can help to make the most of your inspection staff. Local governments have incurred extensive legal fees and have even assumed financial responsibility for costly removal of illegal construction and shoreline resource restoration when they failed to use sufficient care in training staff and advising the public of their rights and responsibilities under the SMP/SMA.

Violations or non-compliance issues often result from vague permit conditions or from a lack of knowledge about SMP provisions. Make sure you have an evaluation and a review process to periodically review misunderstandings over unclear or ambiguous permit conditions.

Complaint Follow-up

Evaluating Complaint Information

Following initial contact, review your information to see if you can fully answer the five basic questions: **Who? What? Where? When? Why?**

Review available information to determine what else you need to know to define follow-up action. Be aware that additional investigation — in particular a site visit — is typically required to fully respond to these questions. At this early stage, the basics you want to be able to convey include:

- the type and nature of the alleged violation (for example, illegal fill or grading operation, habitat or water quality impact, setback or structural violation, public access or view problem, and so on);
- the magnitude of the problem (critical, significant, minor) or no problem;
- how quickly you need to respond; and
- preliminary recommendations for follow-up, including abatement or corrective action, staff assignment, and time frame.

Site inspections are generally essential to meaningful enforcement. However, since staff and resource constraints may delay or even preclude a site visit or follow-up, your primary concern at this stage is identifying and assuring response to situations that significantly threaten the shoreline environment, or that will likely be irreversible.

Situations likely requiring immediate action include wetland or shoreline fills, illegal construction or construction of buildings inconsistent with plans or local SMPs, in-water construction during fisheries spawning or out migration, or uncontrolled construction that is causing a water quality violation.

Setting up Case Files

Keeping good records of complaints and information is essential. Set up a file, notebook or log to help you record all calls, letters or reports of violations. You may want to start a separate case file once you have documented that a specific violation exists. The specific file can be cross referenced in your general log or notebook. Make sure you include any detailed notes such as copies of the complaint and telephone checklist. If you determine no violation exists or that no action is warranted, make a brief note to the file outlining your rationale. You may need to refresh your memory several years later. Well-organized records can save you time and difficulties in the future.

Acknowledging the Complaint

It's good practice and good public relations to follow up complaints with a telephone call to acknowledge the complaint and identify what steps you are taking to investigate or resolve the complaint. If you can't make phone contact, send a short note acknowledging the complaint. A form letter can be created for this purpose to save time. You can also use this opportunity to request additional information. See *INTERVIEWING* in Chapter 3 for suggested questions that may assist you with follow-up inquiries.

During follow-up discussions with the individual reporting the violation, limit your comments to factual information and observation. Avoid stating conclusions or opinions until the issue has been fully resolved to the satisfaction of all parties (local government, agencies, neighbors, and violator), or you've determined there is no violation. Expressing an opinion or conclusion at this time may raise unwarranted expectations in the complainant or prejudice your case if a party later pursues legal action.

IMPORTANT — In responding to complaints and reports, keep in mind:

At this point, ask questions, discuss process, but avoid making conclusions. It's premature to discuss potential enforcement action or your interpretation of liability or fault.

ideas—Improving Your Program

To avoid delays and confusion, the shoreline administrator needs to be aware of complaints involving shoreline management issues. Make sure your system for handling complaints is set up to give you the necessary information efficiently and accurately.

Determine the public contact person for your jurisdiction. Preferably, you can select an experienced person who has good public communication skills. Alternatively, you may need to train someone. As appropriate, coordinate with your code enforcement people. Is there a public relations person in your jurisdiction? They can be a source of advice and assistance. Get the word out to appropriate county or city departments, elected officials, key agencies, and important community groups on how to best make contact.

Find out how complaints are directed within your jurisdiction. Do citizens know how to direct complaints? Consider conducting a survey of callers to determine how well your jurisdiction handles complaints. Ask about problems. Ask for recommendations.

You may want to prepare a generic handout to assist in your complaint follow-up. The handout can explain the process and time frame for dealing with shoreline violations and include information about opportunities for formal and informal appeals.

Develop a system to report and track all complaints and reports regardless of whether you take action. This system may be as simple as keeping a master notebook or file with geographic cross references. Review complaints periodically. Inventory the type, number and seriousness of complaints, and how you responded to them.

ideas—Improving Your Program

A tracking system can help you document demands and commitments on staff time and resources. This information can also be useful during program budget development and can help identify areas where more enforcement support is needed.

Given staff and resource constraints, it's often necessary to set priorities for response and follow-up. It's usually easy to identify critical situations (and to justify the staff time and resources necessary to respond). Setting priorities among the less obvious or less critical cases, and determining the appropriate level of investigation and response is more difficult.

Recognize that setting priorities is an iterative process. As information becomes available, you'll need to reevaluate priorities and revisit individual cases.

Remember — a site visit is usually essential to fully evaluate a situation. Include time for site visits in your scheduling. For less critical situations, it may be helpful for inspectors to incorporate the follow-up site investigation as part of their routine area inspection. Keep in mind it's important to document your reasons for not taking action.

In setting enforcement program priorities, periodic review of historical cases can help you identify the most likely violations in your jurisdiction and the areas of concern. The priorities (and prohibitions) expressed in your SMP, critical resource designations, and precedent are also useful criteria.

Chapter 3 – Investigating a Violation

Chapter 3 discusses techniques for conducting a substantive investigation. Topics include initial site research, site inspection, evidence gathering, and building a case through use of interviews, photography, and reporting.

During the investigation, the administrator's job is to conduct fact finding, to determine whether a violation exists, to document the impact of the violation, and to begin identifying necessary corrective actions.

Importance of the Investigation

Your investigation — especially your site inspection — will help you judge if a problem exists and how serious it is. Keep in mind that your investigation must provide legally defensible evidence should you need to pursue legal action. Although it takes time, early and thorough documentation is worthwhile. A well documented case can provide considerable leverage in later negotiations and reduce the likelihood of appeal or litigation.

Enforcement experts stress how difficult it is to anticipate which cases will be difficult. A small operation may have caused a significant fish kill; a home builder, cooperative at first, may later refuse to correct a problem; or other agencies may view the case more seriously than you did. Since you can't always foresee what might happen, a careful, systematic approach to investigation is good strategy.

REMEMBER:



Your first visit may be your best — and only — chance to document the violation and the impacts to shoreline resources.

The Site Inspection

The site visit provides the best opportunity to learn first hand about physical site conditions, the use or activity, and the nature of the alleged violation. Careful preparation including review of available information will result in a more productive site visit. Develop a list of questions and concerns you want to address during your site inspection. Think about what you still need to know. Spend enough time to thoroughly prepare for your visit.

Research and preparation tips are provided in the checklist on the next page.

RESEARCH AND PREPARATION:



use as a checklist

- Check with other departments and review relevant files to learn what you can about the site and shoreline activity. Talk with other staff who have knowledge of the project, the site, or vicinity.
- Is the shoreline activity occurring pursuant to a permit? If so, review site plans, structural drawings, and permit conditions. Evaluate site conditions and drainage relative to the affected waterbody.
- Review appropriate maps (e.g., zoning maps, assessor's maps, SMP maps, critical areas maps). Aerial photographs, USGS maps, and other published maps such as Kroll maps can be helpful.
- Identify and review SMP provisions relevant to potential substantive violations. Note the shoreline environmental designation, permitted uses and any significant restrictions.
- Review area planning studies, special environmental studies, and previous permit actions applicable to the site or vicinity. Previous shoreline permits, enforcement actions, rezones, subdivisions, and utility and road plans also can be helpful.
- What other federal, state and local permits and approvals might be required? Check to see if other agencies or programs might be involved, and if you have time, call them.
- Determine if you want to meet with the owner or neighbors and whether to contact them in advance. Think about what questions you want to ask. You may want to prepare a list of questions or put together information to leave with the property owner.
- How large is the site? If the site is much larger than several acres, is densely wooded or your access might be obstructed by natural features or structures, use aerial photographs to identify your route and the areas you want to and will be able to inspect.

Inform Interested Parties of Your Activities

Prior to your site inspection, inform your supervisor and/or attorney about the nature of the alleged violation. Clarify procedures and the extent of your authority, especially if the situation is likely to require immediate decisions in the field. Discuss issues of concern, your objectives, and your investigation schedule.

Call your agency contacts if they also have jurisdiction on the site. If an agency has jurisdiction, interest, or expertise, ask if they want to do a joint inspection. Ask if they expect to do follow-up. Notifying other agencies promotes good working relationships and avoids decisions based on incomplete information.

You may want to meet the owner or operator at the site to discuss their reasons for the actions being questioned. A meeting with the owner or operator assures they are immediately aware of a (potential) problem, and may speed up the process of resolving the problem. However, if the violation presents a serious threat to the environment, or you believe work must be stopped immediately, a timely meeting with the owner may not be possible.

Bring Help If You Need It

Consider setting up a team inspection in these circumstances:

- Bring special expertise to help assess impacts to fishery and wildlife resources, wetlands, water quality, or the impact of toxic substance release.
- Invite the building inspector if the investigation requires a difficult structural assessment.
- Bring your attorney (or get advice on how best to handle the situation) if the alleged violator is bringing an attorney.
- If the situation has potential to be adversarial or you will be talking to a large group, team members can help keep discussions balanced and neutral.
- Invite agency representatives to attend if the problem is serious; a joint meeting conveys a high level of concern and may bring about more immediate compliance.
- A team approach is also prudent if the site is isolated or hazardous, or if presence of animals, weather conditions, difficult access, or similar factors raise issues of safety.

WHAT SHOULD YOU BRING WITH YOU:



use as a checklist

- Put together a file or notebook of site information. Suggested items to include (if available): site maps, the complaint form, a field checklist, copies of the plans, permits, aerial photos, copies of the SMP and other pertinent regulations, and your list of questions, concerns and information needs.
- Write down important phone numbers in case you need to make a phone call from the field. If one is available, bring a cellular telephone.
- Bring your identification, business cards, boots and appropriate weather gear.
- Bring a measuring tape and other instruments to evaluate distance, size or volume if needed.
- Bring a your camera kit and film, a clipboard, notebook paper, and a sketch pad or a clean site plan you can draw on to mark observations and field conditions. A tape recorder can also be useful.
- Make sure you have a good local map and clear directions to the site.

Pre-Inspection Reconnaissance

Drive by and check the site and vicinity before starting your inspection. The site is often not as you envisioned when you reviewed site information in the office. Think about safety issues, especially if you are alone.

Now that you are at the site, a quick review of maps, aerials and site plans will help you get oriented and confirm your route and features you want to inspect. Review your list of concerns and questions to confirm what you want to include in your tour and/or meeting. Make sure your camera is loaded with appropriate film. Fill out as much of your field checklist as possible before entering the site.

Entering the Site

Remember that you are here as a government official. You are looking for something that is likely to make life more difficult for the owner, operator or developer. Use your authority with tact and diplomacy.

If the owner or operator is on the site, identify yourself immediately. Giving the person your business card can be a good way to introduce yourself. Be friendly, but professional.

Let the owner or person in charge know you are there, who you are, why you are making this site visit, what you plan to do and how long you expect to be on the site. Explain how you plan to document your inspection. For example, you may want to talk to employees, take notes to record conversations and observations, or take photographs (or use a video camera).

If you are threatened, or you believe you are in danger, leave immediately! Call the police if necessary. If you are denied entry or are physically threatened, make detailed notes of the circumstances. If the activity that you are investigating poses an immediate public or environmental hazard, you may want to call your attorney or even the police.

Physical Site Assessment — What To Do

It may be helpful to sketch your observations as you conduct your site inspection. Take time to complete field notes as you proceed, making notes as clear and complete as possible.

Observe and compare actual site conditions with that indicated on maps, plans, drawings, and aerial photographs.

Quick notations or abbreviations whose meaning seemed obvious when you were on the site can be difficult to interpret once you're back in the office. You might want to use a tape recorder to record your observations.

Remember, good observation skills are critical to your field assessment. Take time and look around carefully.

Physical Site Assessment — What To Look For

On the following pages, you'll find checklists that provide general guidance for conducting a site inspection. Checklists cover “what to look for” and are divided into three topics:

- *GENERAL OBSERVATIONS OF THE SITE & VICINITY*
- *OBSERVATIONS ABOUT SITE ACTIVITY OR DEVELOPMENT*
- *ASSESSMENT OF THE ALLEGED VIOLATION*

GENERAL OBSERVATIONS OF THE SITE & VICINITY:

use as a checklist

As appropriate, consider the following:

- Determine your compass orientation (i.e., north, south, east, and west). If you are on a large or wooded site, confirm your route across the site.
- What is the character and pattern of adjacent development and nearby lands? Is the neighborhood residential, rural, industrial, or forested? How does the actual development pattern compare with the SMP shoreline or land use designation for the area? How recent is development in the area?
- What part of the site is actually within shoreline jurisdiction? Verify or sketch the area of shoreline jurisdiction relative to site boundaries. Is the shoreline natural or built? Describe shoreline characteristics, including shoreline bathymetry (submerged shoreline conditions) - if visible.
- Measure and sketch the location of the OHWM, low tide lines or top of bank as appropriate. If the site is on a lake, stream or river, note visible or seasonal indications of flooding, floodway or flood plain limits. Note direction, rate and volume of flow of streams, rivers, or other drainage. Identify significant elements of shoreline process such as feeder bluffs, spits, etc.
- Describe site topography, drainage or observable hydrology. Do you see steep slopes, wetlands, streams, seeps or drainage not previously noted or located incorrectly? Where is the water coming from and where is it going? Is site drainage directed by manmade structures?
- Note weather conditions. What stage of the seasonal cycle are you observing and how typical is it?
- Are there indications of wetlands? Document those indications. Sketch and describe boundaries and wetland conditions or verify information if the wetland was previously mapped or documented. Is the wetland an associated wetland or an isolated wetland?
- What are general habitat conditions on the site? What specific shoreline habitat conditions do you observe? What plant communities are present? (Trees, shrubs, grass, native, invasive, none at all) What animals are likely to be present, if any?

OBSERVATIONS ABOUT SITE ACTIVITY OR DEVELOPMENT:



use as a checklist

As appropriate, evaluate the following:

- What uses, operations or activities are occurring on the site? What activities are affecting the area of shoreline jurisdiction?
- How does development compare with proposed (or approved) plans and drawings? Review location, size, dimensions, and setback.
- How does the use, activity or operation compare with that allowed under the SMP and/or described on permit approvals?
- Are access roads as depicted on maps or plans? Are access roads paved, recently cleared and/or constructed?
- Are structures existing or under construction? What are they? What is their function? Where are they located?
- Do you see signs of illegal and/or recent construction within shoreline jurisdiction?
- If construction is underway, describe site grading, clearing, logging or other site disturbance. Note extent and location of cuts and fills, stockpiles of dirt or presence of other construction materials if they pose an erosion hazard to the waterbody or are within shoreline jurisdiction. Are erosion control or stormwater controls in place? Are they functioning?
- What are the limits of clearing? How does this compare with setbacks or vegetation protection easements?
- If the owner or operator is on the site during your field assessment, discuss what you are observing with them. Request explanation or clarification of any of your observations. Discuss what you are observing. However, avoid expressing legal conclusions or site remediation strategies, as they are often premature at this stage, and may establish expectations which are difficult to change as the investigation evolves.

ASSESSMENT OF THE ALLEGED VIOLATION:

use as a checklist

As appropriate, consider the following:

- Sketch, describe, and photograph your observations of the alleged violation. Describe the physical problem, including dimensions, distances, volumes, size, and area of impacted area relative to the site boundaries, and description of affected wetlands and shoreline areas.
- What, if any, environmental impacts do you observe? What functions are impacted? Are there indications of (potential) water quality violations? Are there indications of habitat damage?
- Are conditions temporary or permanent? What potential problems might occur if the use or activity continues? What resources might be harmed? Describe your observations and any visual evidence that might indicate when the violation happened or how long the problem has been going on.
- Is public access currently or potentially an issue? Is public access impeded in any way? Is view protection a consideration? Does the use or activity impair or block neighboring views? Document with sketches or photographs. (View blockage is best illustrated from the perspective of the view to be protected).
- If new construction is the subject of the inspection, note what specific construction activity is involved (e.g., grading, filling, or residential, bulkheads, piers, commercial, industrial, utility, road construction).
- Compare the location, size, setbacks, and height of structures with what is shown on plans. If a fill or grading violation is involved, estimate the volume and extent of work. Sketch and photograph any variances. Indicate where measurements were taken.
- Do your observations or conversations suggest that the action may have been intentional or the result of negligence? Has the problem been caused or exacerbated by a natural event?
- If you speak with the owner or operator, ask what contacts he/she has had with government agencies regarding this project. Get specifics. When did discussions occur? What directions or comments were provided?

Interviewing

Information gained through interviews can greatly assist your investigation. Interviews can give you new information or help you fill in gaps in the record. If it is later determined that a violation occurred, interviews with the owner or operator can be valuable in defining your enforcement strategy, and in helping you assess intent or negligence on the part of the violator.

Keep in mind that interviews must be conducted systematically and documented carefully, or information may not be accepted as evidence. Remember that information you receive through an interview may be incomplete and may lack objectivity. Be sensitive to the possibility of bias on the part of the persons you interview.

Certain interviewing techniques help put the person at ease and help elicit a more informative response. Being comfortable (and making others feel at ease) in an interview is usually a matter of experience. Experience also teaches you when to keep the discussion focused on specifics and when to let the other person talk in more general terms.

Some Interview Tips

- Try to have privacy for the interview. Respect the other person's personal space. Be flexible to the situation and personality of the person being interviewed.
- Ask simple, direct, neutral questions. Avoid double negatives and other complex phrases. Avoid multiple subjects in your questions. Give the person time to answer.
- Listen. Make sure you understand the response. A restatement of the response can often help ensure that you understand the answer.
- Keep an open mind. The purpose of the visit is fact finding.
- Emphasize that you want the full truth — not just the bad stuff. Show that you are recording positive statements as well as those which may be at issue.
- Don't emphasize your note taking, it can be intimidating. Explain that you need to take notes in order to do your job well.
- Don't mix past, present, and future when interviewing. Work from the known to the unknown and from the general to the specific. Use standard references for time, distance, size, and volume. Avoid jargon and specialized technical terms. Don't try to sound like an attorney or a police officer.

- Avoid accusations. Don't be judgmental. Don't make promises of confidentiality or protection.
- If the interview gets tense or uncomfortable, take a break. Excuse yourself to take a phone call or confer with a colleague, or ask another staff person to come in. Remember, you're in charge of the interview. Know when to quit. If the discussion becomes confrontational or angry, calmly close the interview. If possible, leave options open to continue the discussion at some other time.
- Use the interview as an opportunity to explain why shoreline protection laws exist and why they are so important.

The Team Approach To Interviewing

If you are part of a team, the following strategies may be helpful:

- One team member asks questions and the other takes notes.
- One team member leads the questioning and the other injects questions only when they see a line of questioning that needs follow up.
- Different topics are addressed by different team members depending on expertise.
- One person can be the “good news” guy — another team member can be the “bad news” guy.

Photography as Documentation

You may be asked to recall details of what you saw at the site some months or years after the site visit. Nothing will refresh your memory as well as a good photograph. Photographs provide excellent evidence, and are one of the least challenged tools used to document a case.

Take a lot of pictures. The most common problem is too few photographs. Photographs should be of high quality and should illustrate the facts of the site and potential violation as accurately as possible. Know what the issue is that you're trying to document. Photographic documentation should tell the story with as little need for narrative as possible.

Remember, size and distance of objects in photographs can often be deceiving. Think about including a reference point in your photographs — a person, a notebook, a pen, or ruler are examples of common objects that can give a sense of scale to other objects in the picture. Remember too that photographs can also distort or understate conditions. Try to be objective in making your visual record. It is helpful to take a series of photos from varying perspectives as described below.

- Establish a reference: Take photos from a distance to establish perspective. Show the subject in reference to one or more permanent landmarks. If helpful, show the compass orientation of the subject.
- Medium shots: Take multiple photos to depict the object or event in context of the immediate surroundings. Shoot a series from all angles.
- Tight or Detail shots: Focus on the issue under review; photos should identify the specific item or event in question.

YOUR BASIC PHOTO-DOCUMENTATION KIT should include the following basic supplies:

- a camera: in good working order
- extra camera and flash batteries
- extra film: outdoor & “post-its” to identify the subject
- high speed indoor
- a notebook, paper, and pen

Extra equipment might include a wide angle and/or zoom lens. Remember that wide angle lenses make things look farther apart; telephoto lenses compress distances and make things look closer together.

Video photography is a viable alternative to film photography. Video offers color, sound, compactness and instant replay. Be aware that you may need permission to record someone.

The Closing Conference

If the owner or operator has been present during your site investigation, before you leave the site, take time to review and confirm your observations. Identify potential problems or questions that remain. Request any clarification that might offer a more complete or accurate picture of the event or subject. The fact that you made this request may be important in later stages of enforcement actions.

If you ask the owner to provide specific information, state how long the owner has to get information to you and identify the person who should receive it.

Remember your role at this point is generally limited to fact finding (except as described below). Refer to your observations and the regulations without reaching specific regulatory conclusions. Don't make any statements that could be misleading, misinterpreted, or could prejudice your case if legal action is required.

If it's within your expertise and authority, and environmental damage is imminent, continuing and/or severe, it may be appropriate to discuss concepts for necessary corrective or restorative actions, or to stop work. You may give verbal warning to the owner or developer at this time. (See Chapter 5, Legal Tools and Options). To the extent of your understanding, explain to the owner or operator what will happen next, and what their options will be.

IMPORTANT: If you interview someone or hold a closing conference, record the following information in your notebook:



use as a checklist

- Your case reference name and number, and the date and time;
- Who you were talking to (name and position) and how you can contact them (address and phone number);
- What you asked them, key discussion points, and any directives concerning corrective action, abatement and the time frame for compliance, and
- A summary of their answers and/or commitments.

Site Inspection Follow-up, Reporting and Record Keeping

Follow-up to the Site Inspection

If the owner or operator were not present during your site inspection you will need to locate them and inform them immediately, and in detail, of the situation. Both telephone and written communication are recommended in this situation.

If you met with the owner, or other responsible party during your investigation, a follow-up letter may encourage cooperation and immediate attention to the problem. This letter may be a written warning and may reference any previous verbal warnings (See Chapter 5). The tone of the letter should reflect the character of the discussions. Form letters can be helpful, but may need to be tailored to fit the circumstances.

Sending a certified letter to assure that the party is properly notified is good practice and gives you a record that they were informed. However, be aware that delivery of certified mail can be delayed if the party is not present to receive the certified letter. Sending an additional copy of your letter via normal mail service addresses this potential concern. You may want to send copies of follow-up letters (or written warnings) to other agencies with jurisdiction.

Reporting

As you proceed with your site inspection and investigation, prepare detailed reports of your findings, observations, and interviews. A standardized outline can be helpful to organize your thoughts, save you time, and provide consistency among reports over time.

If possible, prepare your reports immediately. Part of your job may be to inform members of the community as well as make observations related to compliance. If so, your report should be tailored to address this aspect specifically.

Reporting supports your investigation and is critical to case development. Good reports are a narrative of what happened at a specific time. Avoid unnecessary jargon and technical terms. Clear, direct writing that states the facts and issues in a straightforward manner helps readers understand the problem, draw conclusions and make appropriate decisions.

The recommended approach is to write the report as you did the inspection or as the interview proceeded. For example, say, “I inspected the bulkhead, I asked Joe Dokes, I took photos, I measured the distance from the shoreline, Mary Dokes said...,” and so on. Use the active voice, “I did,” not the passive voice, “it was determined.” The less translation between the report and possible future testimony, the better.

Avoid drawing conclusions, especially about subjective matters. Write the facts so that readers can reach their own conclusions. “Joe was hostile,” is a conclusion. “Joe began swearing and punching holes in the wall” is a statement of events from which the reader can draw their own conclusions.

Poor choice of words can sometimes limit the choices open to the agency by appearing to pre-judge the issue or show bias. Certain phrases should be avoided when writing a report because they imply more knowledge than the inspector was likely to have, may be ambiguous, or can not be substantiated.

Phrases to Avoid:

- “All,” “always,” “never” — these absolute terms can often be challenged if any exceptions exist. On the other hand, if you're sure of your facts, these terms can be appropriately used.
- “Violations” as in “there were violations,” or “that was a violation,” may be a premature conclusion. Your documentation may not be adequate to substantiate a violation, or you may be making a decision without using the system of checks and balances built into the program.
- “No violations” is also reaching a conclusion. Be sure you know that all issues have been explored. Changes in interpretations of regulations and policies or the effect of some other regulations can affect whether a violation has occurred or not.
- “It was determined,” is vague and doesn't say who made the decision. If you made the judgment call, say so. However, be sure you are qualified to make that determination, and that there is a clear legal basis and relevance for making that judgement.
- “They said,” is also vague. Who said? Be precise in attributing comments. Documentation about who said what can be critical to a case.

Record Keeping

Careful record keeping is essential if you need to pursue formal enforcement action. Good records can serve as a strong incentive to voluntary compliance, and are your best defense against later disputes.

Your records should include copies of the initial complaints or report (remember to protect anonymity, if requested), the site or project description, project or permit reference numbers, site plans, maps, photographs, a description of all telephone communication, and all written communication. Most important, your records should document the scope and timing of your investigation and indicate the thoroughness of your investigation procedures.

ideas—Improving Your Program

Consider holding a staff training session in field inspection techniques. It may be beneficial to coordinate with other agencies and jurisdictions having similar needs, and to sponsor a joint training program. Local or agency experts may be available to serve as instructors. Focus on common situations or conditions. Examples of topics might include wetland or habitat identification, structural or bulkhead inspection, assessment of drainage and hydrology, and identification and measurement of field indicators such as the OHWM, inter tidal areas, steep slopes, and top of bank.

Develop a series of field inspection checklists that reflect violations and site conditions typically encountered in your jurisdiction. Identify staff with special expertise within your jurisdiction. Develop guidelines for calling in an outside agency with special expertise.

Work with management, legal counsel and other departments to develop a system for notifying key staff of potential violations that require investigation and possible field decisions. Discuss priorities for investigation. Work on developing a mutually agreed upon understanding of what constitutes critical, significant, and minor violations within your jurisdiction.

Define your working relationship with legal counsel. What authority is delegated to the shoreline administrator? Do you have authority to access sites, especially if there is no permit? Do you have authority to stop work if the situation so warrants? Talk with your city attorney or county prosecutor to establish basic ground rules for investigation and enforcement.

ideas—Improving Your Program

Legal issues, such as denial of entry, proper evidence and documentation, liability and record keeping are likely to arise. These legal issues have multiple dimensions and deserve special attention. A session with legal counsel and management to review your internal procedures and policies on site inspection and investigation-related issues is important to ensure your enforcement efforts are on a solid legal base.

Shoreline Hearings Board decisions are published and indexed. These decisions may assist you and your legal counsel in identifying key legal issues, and in evaluating the strength of your arguments in similar factual contexts.

Note: Parts of this section were incorporated verbatim or adapted from the EPA Region 10 manual Conducting Compliance Inspections, 3rd Edition, authored by Douglas Smith. The EPA manual gives excellent and concise guidance on compliance inspections. The EPA manual covers many of the complexities of inspection such as denial of entry, level of care, and evidence gathering and other legal issues. The EPA manual is geared to facility violations involving hazardous substances. Changes and omissions within this manual reflect the more typical shoreline violations and the legal framework of the SMA.

Chapter 4 - Assessing the Violation

This chapter discusses factors you should consider in assessing the seriousness of the violation, including degree of harm, risk, intent, precedent, economic factors, and timing issues. This discussion assumes you have determined a violation exists.

In this step, the administrator will use Shoreline Master Program (SMP) policies and regulations, and SMA enforcement policy to assess the seriousness of the violation — a major consideration in choosing the appropriate enforcement strategy. (Note: enforcement actions and penalties are discussed in Chapter 5).

SMP Enforcement Guidance

In most cases, your SMP will be the starting point in your assessment. SMPs specifically discuss permitted uses and development standards for regulated shorelines in your jurisdiction. SMPs designate shoreline environments (typically as: natural, conservancy, rural and urban); define the purpose and general types of land use allowed (or prohibited) within these environments, and establish goals, objectives and policies. SMPs also include procedures for review and approval of permits, administration and enforcement.

SMPs include regulations and standards — often quite detailed — for permitted uses. Specific activities likely to be regulated include clearing and grading, dredging, landfills, moorage, docks, bulkheads, use of herbicides, roads, fences, landscaping, parking, and signs. In addition, standards for location, length, height, design, and setbacks of structures may be included in SMPs.

Several key questions to consider: What is the type and nature of the use or activity? Is it allowed under the SMP? Is some aspect of the activity permitted and others are not? If the use is permitted under the SMP, does the use or activity meet required standards? If there's a question about the nature of the activity or how measurements (i.e., height, setbacks, ordinary high water mark, etc.) are taken, the definition section of your SMP may provide useful guidance. You may also need to verify whether the violation is legally non conforming (i.e., “grandfathered”) or is an exempt activity.

Remember the SMP contains policies as well as regulations. In most cases, regulations address significant aspects of the policies. However, if regulations are unclear or don't address a particular problem, policies may help clarify the intent and purposes. Also, review how the SMP was applied to past enforcement decisions or related permit decisions on similar cases.

SMA Policy Guidance

The Shoreline Management Act rules (Chapter 173-27-260 WAC) provide the following guidance:

“The choice of enforcement action and the severity of any penalty should be based on the nature of the violation and the damage or risk to the

public or to public resources and/or the existence or degree of bad faith of the persons subject to the enforcement action.”

This SMA enforcement policy provides a useful framework for evaluating the seriousness of the violation in that it describes a number of factors that should be considered. You will find that although certain impacts can be quantified (for example, acres of wetland filled), many factors require professional judgment and qualitative assessment. Note that under the SMA, you can consider the intent and attitude of the violator as well as the impact or potential for harm.

The SMA enforcement policy does not assign a weight or importance to any particular factor, rather it suggests the situation should be assessed in its entirety and within the context of impacts to community and shoreline resources. Review of local SMP policies may help you by expressing community values or identifying significant resources. Further elaboration of the specific factors is provided below. It may be helpful to use the following discussion as a conceptual checklist during your assessment.

NATURE OF THE VIOLATION AND SEVERITY OF RISK:

use as a checklist

Examples of what you might consider include the type and degree of harm (or threat of harm) to the natural environment, and the magnitude of impact (or potential impact) to public use or enjoyment of shoreline resources. This checklist also encompasses common SMP violations including procedural violations, and violations such as setbacks, height limits, and issues of shoreline land use compatibility.

- Has the action affected a shoreline of statewide significance? Note the guidance and preference established for such shorelines under 90.58.020.
- *Shoreline Designation:* Is the use or activity consistent with the shoreline designation within the applicable SMP (industrial, urban, residential, conservancy)?
- *Fills or Disruption of Habitat:* Review SMP policies and critical areas ordinances relative to environmentally sensitive habitats which include fish breeding, rearing or feeding areas, critical salt water habitats, wildlife habitat, estuaries, and wetland habitats and their buffers. Can the habitat be restored? How quickly? Is the impact temporary or permanent?
- *Release of Pollutants:* What is the type and magnitude of the release? Is the pollutant persistent, bio-accumulative or highly toxic? Can it be cleaned up? Is the substance hazardous under state or federal law?
- *Public Health:* Is public health threatened? Consider physical safety as well as potential toxic exposure. Is the impact short or long term?
- *Impact to Use of Waters:* Does the use or activity impact navigability of the water body? Are tribal fishing rights impacted? Are existing water rights impacted? Does the use or activity impact hydrology, for example, impacts to a stream, river, or important headwater, or impede flow within a flood plain or floodway?

NATURE OF THE VIOLATION AND SEVERITY OF RISK:



use as a checklist (continued)

- *Public Use of the Shoreline:* Is there existing (de facto) public access? Will public use be impacted? Is the impact temporary or permanent? Are public views destroyed? What's the duration of the impact?
- *Preservation of Setbacks:* Is the action permanent (e.g., a structure)? What is the function and importance of the setback (e.g., floodway, vegetative buffer, etc.)?
- *Permit Issues, Procedural and Substantive:* Was the use or activity pursued without required permits? Is there a permit? Is the use or activity a violation of shoreline permit conditions? Was the use or activity shoreline permit exempt? Would the use be legal under the existing SMP and other relevant regulations? Is the violation substantive, procedural or both?
- *Cumulative Impacts:* Would (or has) repetition of similar activities or similar development result(ed) in increasing or critical impact upon the shoreline resource? Are such impacts adverse? Is the use or activity consistent with neighboring uses? Is the use or activity, together with past, existing, or planned uses or activities, protective of area natural resources?

EXISTENCE OF BAD FAITH:

use as a checklist

Bad faith refers to the intent and the attitude of the violator, and generally refers to actions intended to deceive, or that involve a knowing disregard of some duty. A willful, deliberate violation may warrant higher penalties or escalation of enforcement action. Because a finding of bad faith can give rise to severe penalties, exercise care in reaching such conclusions. Remember, actions can be open to different interpretations and motives are not always clear. Differences in values or philosophy are not sufficient to determine that someone acted in bad faith. Factors to consider in determining whether a person acted in bad faith include the following:

- Are there indications that the action was willful and deliberate?
- Is there a history of (similar) violations or a pattern of violations indicating a general disregard of environmental regulations? Have there been past efforts to acquaint the violator with the law?
- Should the violator have known better? How sophisticated is the violator regarding such matters? Is the violator in a position to repeat the violation? How likely do you believe that to be?
- Was the violation due to negligence? Were precautions taken to prevent the problem? Consider the degree of negligence, regardless of whether the violation may have also been intentional.
- Did the violator apply for, or obtain a permit, from you or from other agencies? Was a permit granted, but conditions ignored? If the activity was permit exempt, is the use or activity in compliance with substantive provisions of the SMP?
- Was the violator ignorant or unclear about requirements? Were requirements clearly conveyed and understood? Difficult to understand?
- How cooperative is the violator? Are they proposing or willing to undertake corrective action? Are they taking initiative to abate or correct the problem on their own? How quickly is the violator responding?
- Was the violation so intentional or the environmental impacts so great that criminal prosecution ought to be considered?

ECONOMIC CONSIDERATIONS:



use as a checklist

The fact that corrective action is costly is not a legitimate reason for excusing corrective action or a penalty. However, you may consider the relative costs of compliance in your decision in choosing *among* corrective actions. That is, you may consider the incremental cost of various options relative to their additional benefit to the shoreline resource.

Other points to keep in mind:

- Weigh the benefits that may accrue to the violator. The public should not suffer the loss of resources solely for the benefit of the violator.
- Corrective action must adequately compensate for the impact on shoreline resources. Coordinate with other resource agencies and Tribes to assure consistency in approach.
- Be sensitive to the fact that enforcement decisions may affect the economic viability of the regulated community and that all violations need to be pursued equitably.
- Strive to avoid unwarranted economic impacts on individuals or on a particular class of activities.
- It is important to convey to the owner or applicant that you have heard, and are considering, their point of view.

Other Considerations

Remember that your response to violations (or lack of response) sends a message to the community. What message are you sending? For enforcement to be effective, the community needs to be aware that rules will be applied consistently and equitably over time.

Coordinate with resource agencies to ensure your actions and decisions are mutual and consistent, or at least complementary on sites where there is multiple jurisdiction. You may want to take the initiative to assure the project complies with applicable local, federal or state regulations.

ideas—Improving Your Program

A team approach can be helpful when evaluating a violation. Meet with management, staff, and your attorney to jointly review the findings of your investigation and to determine the most appropriate course of action. Team reviews can help assure consistency in interpreting and applying the SMP. It may also be beneficial to invite agency representatives to hear their perspective and assessment of the violation.

Review of Shoreline Hearings Board decisions may help you in determining appropriate action and the seriousness of the violation.

Some enforcement cases stem from vague or ambiguous SMP policies and regulations, or from poorly written permit conditions. If you repeatedly encounter the same violation within the regulated community and the issue remains controversial, SMP policies, regulations and procedures may need to be reassessed. Repeated misunderstanding or misinterpretation by the regulated public may also indicate a need to rewrite (and clarify) regulations and policies. Formal feedback should be conveyed to planning and permitting programs to assure that policies and regulations are understandable, practical, and reasonable.

Violations may also result from incorrect, incomplete, or unclear information or advice from government officials. You may want to review interpretation and procedures with appropriate staff, or better communication of your requirements to sister agencies.

If repeated violations of a specific regulation occur, target the appropriate audience for a concerted public education effort.

Chapter 5 - Legal Tools and Options

This chapter outlines legal authorities and enforcement mechanisms that local government can use pursuant to the SMA; describes options for cooperative or joint enforcement actions that local government may pursue in conjunction with the Department of Ecology; and summarizes jurisdictions of other agencies that may be involved.

At this step, the administrator will be determining (or recommending) a strategy for achieving compliance. The compliance strategy may combine methods, or include a phasing or escalation of enforcement action as warranted.

Local Government Enforcement Procedures

Under state law, local government has been given the mandate to take all actions necessary to make sure no shoreline uses or activities conflict with the SMA and local SMP (Chapter 90.58.210 RCW). At the same time, state regulations also give local government discretion and flexibility in determining the appropriate type and level of enforcement action.

Under the SMA, local government has the option of adopting its own separate rules to implement the SMA enforcement provisions. As a first step, it's important to know the range of enforcement options and the legal support available to you. Check with the city attorney/county prosecutor and discuss your objectives and concerns. Competing demands for time and resources may mean that legal support is limited except for very important issues.

SMPs are often written to be complementary to other local land use regulations, such as zoning regulations. Critical areas ordinances adopted by many local governments to meet state Growth Management Act requirements may also interact with shoreline regulations. Development within regulated shorelines must comply with other applicable land use regulations as well as the SMP. If there is a conflict, usually the more restrictive regulation controls.

Familiarity with other applicable regulations can be very helpful in determining your enforcement strategy. You may have a greater possibility of resolving the problem through enforcement of another local ordinance. Remember too, that SMA authority can be used in addition to, or in combination with local rules and procedures. Also, as discussed below, local government can pursue a joint enforcement action with the Department of Ecology. Each case needs to be assessed individually; however, integrated enforcement actions can often be very effective.

Local enforcement tools and procedures for addressing shoreline violations are usually the same as those used in pursuing other local land use violations, and frequently parallel state SMA enforcement tools procedures. Examples of such tools are stop work orders, revocation of permits, and monetary penalties are common enforcement tools. In some extreme cases, criminal prosecution is undertaken.

REMEMBER:



Provisions of the SMA can be used in addition to, or in combination with local rules and procedures.

Legal Tools under the SMA: What's Available

This chapter includes a table summarizing the menu of legal tools provided for in the SMA and within its enforcement regulations (90.58 RCW and Chapter 173-27 WAC; see Appendix B for complete text).

Use these enforcement tools as necessary to achieve compliance. The appropriateness of a particular action depends on the violation. You may want to combine one or more methods, or plan on escalating your legal action if informal requests are not achieving desired, timely results, or if a resource is being threatened. If you are uncertain about the best course of action, consult your legal counsel for advice on which tool is most appropriate in a given situation.

Considerations in Selecting Enforcement Options

As shoreline administrator, your goal is to select (or recommend) specific enforcement measures that will resolve the problem in the most effective and efficient manner. Select those options which will bring the results you want with the least expenditure of resources. Remember, most cases are resolved in negotiations prior to the appeal. Except in cases warranting immediate action, your strategy should allow time and resources for discussion and negotiation.

If the violator is likely to appeal your decision, your strategy should also consider how the appeal process may affect the schedule and outcome of abatement or corrective action. Negotiation and subsequent resolution frequently occur during the appeal process. The appeal process may provide leverage in negotiations, and an opportunity to reach more rapid resolution of the problem. Chapter 6 discusses appeal processes in more detail.

You may find it helpful to phase your enforcement actions. In the first phase, abate the problem (prevent it from getting any worse). In the second phase, determine how best to restore the specific site or mitigate the damages. Keep in mind that the primary goal is compliance and that enforcement is only one tool. Enforcement actions may be also phased in order to escalate the penalties as necessary to achieve compliance

Menu of SMA Enforcement Tools

Tool	What It Is / How You Use It	Comments
Warning Notice <i>Oral</i>	Use a verbal warning to give the violator an opportunity to comply voluntarily and to communicate actions that may appropriately abate or correct the problem.	Used for minor actions or as a step in preparing for further enforcement action. Use to request more information. Documentation of a verbal warning is recommended (date, problem, person contacted, content of warning).
Warning Notice <i>Written</i>	A written warning is a letter or other notice sent to the violator, identifying the violation, citing relevant sections of the SMP, explaining how to correct the problem, and setting a time for compliance. A written warning can be used as a follow-up to a verbal warning. It gives the violator an opportunity to comply voluntarily and may help you determine how cooperative the individual will be.	A warning letter usually carries more weight than a verbal warning and provides documentation of enforcement actions. A letter from the city attorney/county prosecutor is likely to be seen as more serious than one from the shoreline administrator. Letters should reference prior verbal warning (if any), describe the problem and the action to be taken by the recipient. Include options for appeal if there are any, a deadline for responding, and further enforcement measures that will be pursued if the warning is ignored. Sending by certified mail is a good practice.
Cease & Desist (Stop Work Order): <i>RCW 90.58.210</i> <i>WAC 173-27-270</i>	Construction work or other activities are prohibited until compliance with regulations has been achieved. Stop work orders can be issued directly by a site/building inspector (or other administrative staff) and do not require a hearing. The order must describe the specific nature, extent, damage (or potential damage) and time of the violation; a statement that the violation must stop; describe the specific corrective action to be taken; and state the time allowed for correcting the violation. Stop work orders are effectively immediately upon receipt by the person(s) responsible for the activities in question. Civil penalties (fines) can be issued in combination with a stop work order.	A stop work order may be necessary to prevent continued environmental damage. It can also be important in setback or height disputes, because of the political and practical difficulties of ordering the removal or demolition of a structure after completion. A stop work order has greatest impact if the violator faces seasonal work constraints, if a contractor faces costs if schedules are not met, or other circumstances where delays create financial hardship. Because of the potential for serious financial harm, a stop work order should be used only where warranted.

Tool	What It Is / How You Use It	Comments
Civil Penalties: <i>90.58.210 RCW</i> <i>WAC 173-27-280</i>	State law allows local governments to impose fines of up to \$1000 per day per violation for persons who fail to get necessary permits for work or activities in the shoreline or who ignore a stop work order. A person who assists or helps in the commission of a violation can also be fined. Each day the violation continues is subject to the fine. Written notice must be given by either certified mail or by delivering it to the individual in person. The notice must describe the violation and the date (approximate date is adequate), and order the violation stopped. Corrective action can also be requested. Appeal processes should be described. A civil penalty can be appealed within 30 days of notice.	Monetary penalties or fines can be an effective disincentive for disregarding shoreline regulations. Costs must be high enough to outweigh the potential benefits of violating the regulations. If not, some persons may find it economically beneficial to run the risk of the violation being discovered and paying the fine. The potential of fines can encourage settlement in many cases. Because local government or Ecology can remit or mitigate the penalty if the person involved can demonstrate extraordinary circumstances, (including new information), imposition of penalties often provides a strong negotiating tool.
Liability for Restoration & Corrective Action <i>90.58.230 RCW</i>	A person who violates shoreline regulations is liable for all damages to public and private property and can be required to pay for the costs of restoration or other corrective action. This is a type of civil penalty that could be separate or in addition to fines or other penalties.	This provision is helpful when shoreline resources and associated wetlands are involved. More than one avenue of enforcement may be available. Other state and federal authorities for resource damage under MTCA and CERCLA (Superfund) provide for very strong penalties as well as for costs of restoration.
Revocation or Revision of SMA Permit <i>90.58.140(8)RCW</i>	A permit can be revoked or modified if permit conditions are not being met or the permit was obtained by fraud. Documentation of the violation is needed to support a report to the city or county legislative body requesting revocation or modification of the permit. A public hearing is required with standard requirements for public notice. Written notice must be given to the holder of the permit. The decision can be appealed to the SHB.	Revocation actions are both a form of punishment for the person who violated regulations and a technique to stop or remove harmful shoreline activities. Because such actions involve action by local elected officials, they may also have political overtones. In general, there is often resistance to revoking a properly issued permit except in cases of egregious or flagrant violations. Initiation of revocation proceedings can also be used as a negotiating tool. When considering such action, make sure that the initial permit was properly issued and that the conditions were clear and unambiguous.

Tool	What It Is / How You Use It	Comments
Performance Assurance Devices <i>Shoreline Handbook</i>	Performance bonds, letters of credit, or other financial devices to assure compliance with the SMA, the SMP and any permit conditions can be imposed as a condition of approval on a shoreline permit. These are intended to provide financial resources to allow the jurisdiction to complete work on some aspect of a project if it is left unfinished by the owner or developer.	Bonds are commonly used as conditions of construction and building permits for landscaping, streets, sidewalks and similar site improvements. There are established procedures for imposing and enforcing a bond. Considerations for using bonds include the cost, whether the improvement or construction is specifically described (such as landscaping or construction of a pathway), and whether the triggering device for using the bond is clearly defined.
Attorney Fees/Costs <i>90.58.230 RCW</i>	Local jurisdictions or the state can file a legal action against a person who has violated shoreline regulations. In addition to other penalties, the court can award attorney's fees and costs of the litigation to the prevailing party.	The potential of paying the court costs and attorney fees of the other party if you lose in a legal battle can be a powerful incentive to resolve problems of shoreline violations through negotiated settlements.
Property Lien	A lien is an encumbrance or charge against a property. In the event that a person who has been fined for shoreline violations does not pay, a lien can be placed upon the affected property. The lien is imposed by filing legal documents that establish the basis for the claim against the property at the office of the County Assessor. The lien is removed when the violator pays the fine. If not, the amount of the lien is paid to the jurisdiction who filed the lien when the property is sold.	Liens can be a useful tool to encourage payment of penalties. Because liens encumber a property, they can be an impediment to sale of property or its use as collateral to borrow money, and may give an owner incentive to pay the fine. Local jurisdictions may be reluctant to impose liens unless it involves a serious offense or the violation has resulted in costs that must otherwise be borne by the public. Legal advice as to procedures and requirements is important if liens are to be part of your enforcement strategies.
Criminal or General Penalties <i>90.58.220 RCW</i> <i>WAC 173-27-300</i>	Criminal acts as used in the SMP concern willful violations of shoreline regulations. Willful violations are defined as gross misdemeanors (penalties include fines and the possibility of imprisonment). Violators are subject to a fine of not less than \$100 nor more than \$1000 and/or time in the county jail for up to 90 days for each separate offense. Subsequent violations within 5 years increase the range of fines from \$500 to \$10,000.	Criminal prosecutions for shoreline violations are uncommon. In part, this is because the burden of proof is more substantial (i.e., it can be difficult to prove that an action resulting in a violation was done willfully). "Willful" in the context of criminal actions generally means an act done with a bad purpose, or with a careless disregard of whether an action can legally be taken. Most local governments would prefer to work toward resolution of violations without pursuing criminal penalties. However, the potential is there for use in extreme cases.

Techniques for Reaching Voluntary Compliance

In most situations, it is worthwhile to seek voluntary compliance before proceeding with other enforcement approaches. Meetings between the permit violator and the shoreline administrator are usually the first step in an effort to reach agreement (Note: remember to keep the property owner informed of these negotiations if the permit violator and the property owner are different people). Bringing such meetings to successful completion can require a great deal of skill and patience. Many of the techniques used in mediation and negotiation (see discussion below) are applicable to these less formal processes as well.

Alternative Dispute Resolution Techniques

Other options to legal processes include a variety of alternative dispute resolution techniques such as mediation and negotiation. These techniques are gaining wider acceptance in land use and environmental disputes. When and which of these options may be appropriate depends on a variety of factors, including the complexity of the issues, the number and interests of people and agencies involved, time and resources available, and whether the nature of the dispute is such that a mutually acceptable outcome seems possible. Even if a formalized mediation or negotiation process is not appropriate, an understanding of the basic principles can be useful in your efforts to achieve voluntary compliance.

Negotiation

Negotiation can be informal or formal and can use a variety of processes, strategies and tactics. Negotiations can involve the use of a neutral facilitator, structured agendas, and organized meetings, or they can simply involve meetings between two parties trying to resolve a dispute. A basic purpose of negotiation is to reach a durable settlement agreement that is satisfactory to all those involved.

There are a number of things to consider before your meeting. Remember — your role will not be that of the enforcer, but will be the more complex role of the negotiator. Can you be objective about the needs and interests of the property owner? Do you have a good understanding of the policy objectives of the affected provisions of the SMP? What are the key environmental interests that you need to protect? Look for areas where both your interests and those of the property owner may coincide and think about solutions that will meet both your objectives and the property owner's interests. Your general objective will be to achieve voluntary compliance with certain provisions of the SMP (reducing time and resources expended on enforcement) while minimizing adverse environmental impacts.

TIPS FOR NEGOTIATING:

- Identify where you can and can't be flexible. Know your bottom line and communicate the basic performance standards that you must achieve.
- Give the violator the opportunity to suggest solutions that may be more timely and cost effective.
- Make sure you are aware of interests and needs of affected parties, including agencies with jurisdiction and the affected parties.
- Listen actively to the information and explanation offered by the other parties.

Mediation

Mediation is a voluntary process by which the parties in a dispute agree to work together to reach an informed and mutually acceptable settlement of specific issues. A mediator, a neutral person, facilitates communication between the parties to the dispute and assists them to develop a mutually agreeable solution. The mediator has no authority to decide issues. Successful mediation processes often result in settlements or recommendations that include solutions different from those proposed by either party. A written agreement is used to embody the solutions. A successful mediation is one where all of the parties believe that they have negotiated a result that is better than that they could otherwise have obtained even though each may have given up something in the process.

Information about mediation and negotiation techniques is available from a wide range of sources. One basic text that is very useful is *Getting to Yes; Negotiating Agreement Without Giving In* by Roger Fisher and William Ury. Another useful resource is a videotape and report on *Negotiating And Mediating Land Use Disputes* produced by the American Institute of Certified Planners. More information about mediation in Washington State including training programs can be obtained from the University of Washington School of Law Continuing Education Program, the Snohomish-Island County Dispute Resolution Center, and the Thurston County Dispute Resolution Center. In addition, the Department of Community Development maintains a roster of people who work as facilitators and mediators.

Joint Ecology/Local Government Action

Assistance from the Department of Ecology

The SMA rules and regulations call for a cooperative program between local government and the Department of Ecology. Upon request, the Shoreline Management Program at Ecology can assist local government in SMA enforcement with investigation, interagency coordination, and legal and technical support during the enforcement action. Ecology can also serve as a third party to help facilitate agreement on a particularly contentious issue.

UPON REQUEST ECOLOGY WILL:

- Provide technical assistance, (e.g. clarifying boundaries of SMA jurisdiction, determinations regarding wetlands or location of the ordinary high water mark, and evaluations of relevant hydrology);
- Assist in gathering evidence, making site inspections, supplying photos;
- Assist in preparing needed documentation such as administrative orders;
- Co-signing enforcement actions such as orders and penalties; and
- Coordinating legal support from the State Attorney General's Office.

Joint Enforcement Actions

Under the SMA, the Department of Ecology has the authority to pursue joint enforcement action with local governments. Alternatively, local governments or Ecology have equal authority to enforce the SMA independently. The Ecology Shorelands Program typically gets involved in shoreline enforcement cases when:

- Local government requests technical assistance (for example, assistance from wetland experts).
- Local government expects an appeal, and sees an advantage for that appeal to go the Shoreline Hearings Board. In this case, local government pursues enforcement action jointly with the Department of Ecology. By law, the appeal of a joint Ecology-local government order is routed through the Shoreline Hearings Board rather than through the local legislative body.
- Local government is unable or unwilling to achieve voluntary compliance.

- When complainants or citizens convince Ecology that they are not getting or will not be able to obtain a fair hearing from local government.

Coordination with Other Agencies

As discussed in previous chapters, many shoreline uses and activities require permits and approvals from other state or federal agencies. Note that compliance with the local government Shoreline Master Program does not preclude any requirements to obtain permits, certificates, licenses, or approval from other governments.

Depending on the nature of the violation, consider whether use of SMA enforcement authority will be as effective as use of other environmental regulations. Consider also whether local government should serve as lead agency on the enforcement action. A joint or coordinated enforcement action with other agencies may be appropriate in situations where:

- the violation is serious and more stringent penalties are available and warranted;
- the violation requires special expertise to investigate and or to develop an appropriate restoration or correction plan; or
- other agencies are already involved and committed to pursuing enforcement.

For example, stronger sanctions exist within the Section 404 provisions of the federal Clean Water Act to address draining and fill of wetlands. The Washington State Pollution Control Act (Chapter 90.48 RCW) includes a number of very strong provisions for addressing water quality violations, including use of unilateral administrative orders with fines of up to \$10,000 per day for non-compliance.

REMEMBER:

- If you defer enforcement lead to other agencies, you still need to ensure your enforcement duties are met, and that resolution of the problem is consistent with your SMP.
- Check to ensure your enforcement solution meets other laws and regulations.

The Appendix includes a list of other laws and programs that commonly apply to shoreline use or development. Agencies most frequently involved in shoreline projects include the Department of Ecology, the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, Indian Tribes with jurisdiction (typically determined by river basin), and the Washington State Department of Fish & Wildlife.

Areas of regulatory overlap with SMA authorities typically include:

- any in-water construction in streams, rivers, lakes, or marine waters
- dredging and dredge material disposal
- use or construction involving fisheries and wetland habitat
- contaminated sediments
- water quality, including storm water and industrial discharges and accidental release of pollutants or debris;
- handling or release of solid or hazardous wastes or hazardous substances
- critical or environmentally sensitive areas (for example: unstable slopes, erosion hazard areas, wetlands, or marine habitat);
- natural resources damage from release of toxic substances.

Chapter 6 - Legal Follow-up

This chapter describes the appeal process and discusses the different jurisdictional levels and agencies that hear appeals. This chapter also offers advice for the shoreline administrator should the case be appealed. The focus is on going to court, but the basic recommendations apply to quasi-judicial bodies as well.

Appeals

There are various ways to appeal enforcement actions under the SMA. *Where* an appeal is heard depends upon *who* (which agency) issued the order. There are also several levels of appeals.

Appeals of administrative shoreline enforcement decisions can occur at three different levels. The appeal is made to the agency issuing the order and include:

- Local: Hearing examiners, city/county councils or commissions
- State: Shoreline Hearings Board
- Judicial: Washington State Superior Court

The initial level of appeal is simply to ask the agency that issued the penalty to reconsider its decision. This is called a “request for remission” or “mitigation” or a “request for relief.” Generally, a person receiving a penalty has 30 days from the date of receipt to request relief (it’s always good practice to verify appeal periods). If the enforcement action was taken solely by local government, the request for relief is usually to the local legislative body (the council or commission). Sometimes these legislative bodies delegate the responsibility for hearing appeals to a hearings examiner. Specific procedures for local appeals are established by local government rules.

If an enforcement action is taken by Ecology (or jointly by Ecology and local government), requests for relief are directed to the agencies that issued the penalty. If the penalty is jointly issued, any decision to remit or mitigate the penalty must be agreed to by both Ecology and local officials.

If a request for relief from penalties issued by Ecology (including joint enforcement actions) is denied, an appeal can be made to the Shoreline Hearings Board.

Parties dissatisfied with a decision of the Shoreline Hearings Board can seek review in superior court. Such judicial appeals are not “de novo,” but are limited to a review of the administrative record. This means that the court *will not* take a new look at the witnesses and exhibits, but *will only* examine the findings of fact and determinations of law made by the Shoreline Hearings Board to determine if the Board’s decision was in error.

In most instances, appeals must be heard either by local government or the Shoreline Hearings Board before the court will accept a matter for judicial review. Appeals can involve a complex array of procedural requirements that vary among jurisdictions. Familiarity with the requirements and time periods for the appeal processes of their local jurisdiction as well as those of the Shoreline Hearings Board will be very helpful to local shoreline administrators.

Appeals to Local Government

Although appeal procedures differ among jurisdictions, the requirements and processes are generally similar. At this level, primary responsibilities for processing appeals will likely fall to the local shoreline administrator. Appeal of administrative decisions may be to a hearing examiner (if one is used by the jurisdiction) or to city/county legislative body. Appeals of hearing examiner or planning commission decisions on shoreline matters are heard by the local government council or commission. Generally, appeals can be filed only by someone who participated in the public hearing as a party (i.e., they were the applicant, own the property or gave testimony at the hearing). Requirements for notice, notification of parties and other procedural aspects of the hearing are usually established by ordinance. Depending upon the rules of the jurisdiction, hearings can be either on the record or *de novo* (i.e., a new hearing). Appeal hearings must meet the due process and procedural standards for quasi-judicial hearings.

“Quasi-judicial” is a term applied to the actions of public bodies when they are required to hold public hearings, consider evidence for or against a proposal, and when their decisions affect specific parties. As part of their deliberation, they must make decisions based on a determination of the facts and consideration of applicable law. In general, they exercise discretion of a judicial nature similar to a court of law. Local government councils or commissions are primarily legislative bodies, but are considered to be quasi-judicial bodies when they hold hearings on shoreline appeals. If the state joins in local SMA enforcement actions, the actions of a city council or board of county commissioners on a shoreline appeal can be appealed further to either the Shoreline Hearings Board or to the courts. However, a person who wishes to appeal a joint state/local enforcement action must first seek review by the Shoreline Hearings Board before being entitled to judicial review.

Appeals to the Shoreline Hearings Board

The Shoreline Hearings Board (SHB) was created by the Shoreline Management Act. It is a quasi-judicial body (see the preceding discussion of quasi-judicial), which means that standards of due process and procedural rules apply to the conduct of the hearings. The Board is an independent agency, not affiliated with any other unit of government. Of the six members of the Board, three are members of the Pollution Control Hearings Board; two are representatives from the Washington State Association of Counties and Association of Washington Cities; and one member is the Commissioner of Public Lands or his designee.

The SHB hears appeals of SMA enforcement actions if such enforcement was initiated by the Department of Ecology or jointly by Ecology and local government. When local governments alone enforce the SMA, appeals are to local government legislative bodies, and not to the SHB. The Board also has jurisdiction to hear appeals of shoreline substantial development permits, conditional use permits, and variances, as well as local government appeals of rules or regulations approved by Ecology. There is no longer a requirement that permit appeals be “certified” to go to the board. Appeal of Shoreline Master Program amendments are not to the SHB but to the Regional Growth Management Hearings Board.

Appeals to the Shoreline Hearings Board involving local government actions are usually handled by the legal staff. However, the local shoreline administrator will likely be asked to provide background information about the case and may be required to give a deposition or give testimony at the hearing. Pre-hearing conferences are often held prior to scheduling of the hearing. A pre-hearing conference has two main purposes: to provide the parties an opportunity to reach a settlement, and to prepare the case for hearing if a settlement is not reached. A pre-hearing conference is the place to articulate legal issues for hearing, to identify witnesses and exhibits, and to schedule the date and time for the actual hearing and pre-hearing activities (e.g., motions). If no settlement is reached, the matter will go before the Board in a formal hearing, similar to court proceedings. The hearing held by the Board is not restricted to the record developed by local government or Ecology. New information can be presented and the Board typically makes a visit to the site. In most cases, the burden of proof is on the party making the appeal. However, in an appeal of an SMA enforcement action, the burden of proof shifts to the Department of Ecology (or to both Ecology and the local jurisdiction in the case of a joint enforcement action). The Board bases its decision on the evidence presented to it (e.g., written testimony, exhibits, and legal arguments). Particular emphasis is placed on the enforcement order and the specific language of the applicable SMP. The Board's decision, which is issued in writing and contains the reasons for their decision, can be appealed to Superior Court within 30 days from the date of the order. A petition for reconsideration can also be filed with the Board within 10 days of the date the order was issued.

Appeals to Superior Court

Decisions of local government and the Shorelines Hearings Board on enforcement, permits, master programs, rules, regulations, guidelines and designations are subject to judicial review. The time in which the appeal must be filed, the place where the appeal can be filed, and who must be included within the legal action are all governed by state or local regulations. Judicial review of decisions of the Shorelines Hearing Board must be filed within 30 days of the Board's action. A party who wishes to bring suit against the Board's decision on a permit can file in the Superior Court of Thurston County; in the county where he/she lives; or the county in which the property is located. However, judicial review of the Board's decision on appeals of master programs, rules, regulations, guidelines or designations must be filed in the Superior Court of Thurston County.

Rules of procedure for Washington courts require that the person requesting the shoreline permit, the property owners of record, and government agencies which have regulatory authority over the matter must be included in any lawsuit concerning shoreline permits and master programs.

Going to Court

Well-documented cases tend to settle out of court without the added expense of a lengthy defense. However, if the case goes to court, you will likely be called as a witness. This section provides tips and reminders for witnesses. These recommendations may also be helpful in quasi-judicial hearings (such as those before the Shorelines Hearings Board). Careful preparation before giving testimony will help establish roles and greatly increase your level of comfort.

Under most circumstances the administrator or inspector will be called as a “fact witness” to testify about matters that they have personal knowledge of. Your basis for having that knowledge will be established prior to your testimony.

The three most common attacks on a witness are competency, credibility, and impeachment. The following is a brief discussion of each:

- **Competency** concerns questions of whether you have sufficient qualifications to give adequate testimony. It is determined by the judge case by case. In most cases, a person who serves as a shoreline administrator would likely be considered to be a competent witness.
- **Credibility** refers to the reliability and trustworthiness of your testimony. Were you in a position to make the observation? Do you have the experience necessary to substantiate your testimony? Is there any reason for disbelieving your account of the facts? There are many subtleties here. A lack of composure under fire can tarnish your credibility in the view of a jury or judge. Do not elaborate beyond your direct knowledge or you may provide unexpected opportunities for the defense to attack your credibility as well as other aspects of the case.
- **Impeachment** occurs when the defense detects a flaw in your testimony such as inconsistent statements, contradictions of fact, a poor reasoning process, or bias about the case and/or the opposing party. Opposing counsel will use such flaws to challenge the truthfulness and credibility of your entire testimony. The defense can use a chink in your credibility to discredit you and the body of your testimony in the eyes of a judge or jury.

Your principal responsibility will be to give a truthful accounting of the facts. In most cases, your attorney should help prepare you for giving testimony in court or giving a deposition (depositions are a way of taking testimony under oath outside of a courtroom).

Your attorney should review the strength and weakness of your knowledge, refresh your memory and help make you more comfortable with the court proceedings. Your attorney should review the questions they intend to ask and may review your answers as well. In contrast, the defense may try to create doubt or insecurity in the witness's mind by asking the question, "Did you discuss this with your attorney before you came here?" suggesting there may be something improper about it (there isn't). You would answer, "yes." The defense might then ask you, "Were you told how to answer?" Your answer would be, "I was told to tell the truth."

The more you say, the more opportunity the defense has to find areas of weakness in your testimony. Listen carefully to the questions asked of you. Answer only the question asked and then shut up. Don't ramble. A common problem is to answer a question that is anticipated, but has not been asked. You may think you know where the defense is going, but they may have another agenda or may not have thought of the question at all until you volunteered an answer. The issues you bring up may or may not be relevant and could create unforeseen or undesirable consequences.

You cannot accurately answer a question that you do not fully understand. If you don't understand a question, pause and think about it. You may ask the judge to allow you to refer to your field notes, photographs, or inspection report. You can ask that the question be repeated if you have not heard it clearly or have trouble understanding it. It is usually permissible for you to ask that a question be rephrased, or that a complicated or compound question be broken up. Some aggressive defense counsels may press you for answers by establishing a rhythm of easy "yes or no" questions and then abruptly change pace with a complicated question in hopes of getting a poorly considered answer or disrupting your composure. Pausing and thinking before giving your answer will allow you time to reflect, to maintain your demeanor, and stay in control of your testimony.

Don't let silence by the defense counsel motivate you to fill the void by talking. Asking leading questions (those which suggest an answer), efforts to intimidate, assaults on your credibility, or twisting interpretations are all techniques used by attorneys and that are allowed within certain ethical boundaries. Some defense attorneys may tend to test these boundaries if these techniques work to their client's favor. Don't allow actions by the defense to affect your emotions or behavior. Your attorney is allowed to object to possible breaches of protocol and your calm composure will only reflect your professionalism.

Trials are by nature adversarial — recognize it, stick to what you know, and answer only the questions put before you. Remember, you are there only as a witness of fact. Relate what you did and what you know and always tell the truth.

Appendix 1 – Sample Forms and Letters

Shoreline Enforcement Form Inserts

1. Local jurisdiction:
2. Full legal name of violator:
(QUERY: as individual? marital community? partnership? or corporation?)
3. Docket No.: (From Ecology if joint order)
4. Name and address of violator:
5. Amount of penalty:
6. Street Address of location of violation:
7. Legal description of location of violation:
(e.g., quarter section, section, township, range)
8. Date of investigation:
9. What investigation disclosed:
(Nature, location, dimensions or scope of violation)
10. Shorthand phrase describing violating activity:
(e.g., "bulkheading waterward of the ordinary high water mark")
11. Shoreline Master Program provisions being violated:
(remember to note the shoreline designation within the SMP)
12. Water body:
(QUERY: Shoreline of statewide significance?)
13. Date of signature:
14. Local Shoreline Administrator:



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

P.O. Box 47600 • Olympia, Washington 98504-7600 • (206) 407-6000 • TDD Only (Hearing Impaired) (206) 407-6006

CERTIFIED MAIL

[13]

[4]

Re: Shoreline Violation, Order No. [3]

Dear [2]:

Enclosed is an original Ecology Enforcement Order No. [3] from the Department of Ecology (and [1] if joint).

A form entitled "Acknowledgement of Service" is also enclosed. Please sign this form and return it to this office.

This order is being issued by ([1] (if joint and) the Washington State Department of Ecology under provisions of RCW 90.58.210, WAC 173-27 and the applicable shoreline master program.

All correspondence and questions relating to these documents should be directed to the undersigned, at the Department of Ecology and to [14] of [1].

Sincerely,

James D. Anest
Enforcement Coordinator
Shorelands and Environmental
Assistance Program
(360) 407-6529

JA:
Enclosure

cc:

[1] (if joint)
and
THE DEPARTMENT OF ECOLOGY

IN THE MATTER OF COMPLIANCE BY [2]	)	
WITH THE SHORELINE MANAGEMENT ACT AND	)	ACKNOWLEDGEMENT OF SERVICE
THE [1] SHORELINE MASTER PROGRAM	)	ENFORCEMENT DOCKET NO. [3]
	)	

TO: Department of Ecology
State of Washington
P.O. Box 47600
Olympia, WA 98504-7600

Attention: Jim Anest
Enforcement Coordinator
Shorelands and Environmental Assistance Program

Receipt is acknowledged of Shorelands Enforcement Order No. [3]

Dated this _____ day of _____, 199_.

(Signature)

(Title)

Company/agency (if applicable)

[1] (if joint enforcement)
and
Washington State
Department of Ecology

IN THE MATTER OF THE	)	
COMPLIANCE BY [2] WITH CHAPTER	)	DOCKET NO. [3]
90.58 RCW AND THE RULES AND	)	ORDER AND NOTICE
REGULATIONS ADOPTED THEREUNDER	)	OF PENALTY INCURRED
INCLUDING THE [1] SHORELINE	)	
MASTER PROGRAM	)	

To: [4]

NOTICE IS HEREBY GIVEN that you have incurred, and there is now due and payable from you, a penalty in the amount of [5] thousand dollars (\$ [5],000) for undertaking an activity on the shorelines of the state in violation of Chapter 90.58 RCW and the [1] Shoreline Management Master Program. OPTIONAL; if all of the following requirements, terms and conditions of this order are fully satisfied in a timely manner by [2], the penalty will be waived in full. This Order and Penalty is based upon the following allegations of fact and law:

ALLEGATIONS OF FACT

1. That [2] own(s) or control(s) certain real property located at [6] and within Section [7], Township [7], Range [7] of W.M. within [1].
2. That on [8], enforcement staff from the Shorelands and Environmental Assistance Program of the Department of Ecology conducted (or from [1] if joint enforcement the city or county) a site inspection of the above described property.
3. That the above described site inspections disclosed that [9].

ALLEGATIONS OF LAW

4. The above described real property is in relevant part within shoreline jurisdiction, RCW 90.58.030 (2). QUERY; Shoreline of statewide significance?
5. That the above described [10] constitutes substantial development under RCW 90.58.030.
6. RCW 90.58.140 states that a development shall not be undertaken on the shorelines of the state unless it is consistent with the policy of this chapter and after adoption or approval, as appropriate, the applicable guidelines, rules, or master program governing that shoreline.

Shoreline Order [3]

[2]
[13]

7. RCW 90.58.140(2) states that "A substantial development shall not be undertaken on shorelines of the state without first obtaining a permit from the government entity having administrative jurisdiction under this chapter."
8. RCW 90.58.210 (2) provides that once substantial development is permitted within shoreline jurisdiction, that such development must be conducted in a manner that is consistent with the terms and conditions of said permit.
9. RCW 90.58.020 requires that permitted uses in the shorelines of the state shall be designed and conducted in a manner to minimize, insofar as practical, any resultant damage to the ecology and environment of the shoreline area and any interference with the public's use of the water.
10. WAC 173-27-270 provides that local government and/or the Department of Ecology shall have the authority to serve an order upon a person if an activity being undertaken on shorelines of the state is in violation of chapter 90.58 RCW or the applicable local master program.
11. [Add Local Master Program Plan Provisions]
QUERY; Specific shoreline designation in master program?

In view of the foregoing and in accordance with the provisions of WAC 173-27 (the Washington Administration Code).

IT IS ORDERED THAT [2] and any other person acting as his employee or agent shall, upon receipt of this Order, immediately cease and desist from all further [10] activities within 200 feet of the ordinary high water mark of the [11], or within associated wetlands on the above referenced parcel, unless and only to the extent such work is specifically authorized by a currently valid shoreline permit issued by [1] or authorized by an enforcement order from both the Department of Ecology and [1] for the purpose of restoring the site.

IT IS FURTHER ORDERED THAT [2] shall within twenty (20) days of your receipt of this Order, respond specifically whether you admit or deny or lack sufficient knowledge to admit or deny each of the numbered Allegations of Fact or Allegations of Law contained in this Order.

IT IS FURTHER ORDERED THAT [2] submit a plan within thirty (30) days of his receipt of this Order to the Shorelands and Environmental Assistance Program of the Department of Ecology (P.O. Box 47690, Olympia, WA 98504-7690) in which he describes in detail his plans to restore to the maximum extent feasible, the shoreline of [12].

Failure to comply with the terms of this order shall result in further actions by the Department of Ecology, including, but not limited to, the issuance of further civil penalties of up to one thousand dollars per day and criminal prosecution pursuant to 90.58.210 RCW.

Shoreline Order [3]
[2]
[13]

The penalty herein described is due and payable by you within thirty (30) days of your receipt of this Notice of Penalty. Please remit the penalty fee payable to Department of Ecology, Cashiering Section, P.O. Box 5128, Lacey, WA 98503.

If, however, for any reason you believe that the violation herein described did not occur or you have an explanation as to why it occurred, or any other fact which you believe the Department should consider with regard to this penalty and you desire to submit an "Application of Relief from Penalty," set forth these facts and return it to this Department within thirty (30) days. Your statement must be signed under oath before a notary public or any other person authorized to take oaths.

Upon receipt of an "Application for Relief from Penalty" the Department will consider the same and will either reduce the penalty, cancel the penalty, or allow it to remain as originally stated. You will be duly notified of our decision. Ecology's decision regarding your "Application for Relief" is appealable to the Shorelines Hearings Board pursuant to RCW 90.58.210 and WAC 173-27-290.

Signed in Olympia, Washington
this [13] day of [13] 199_

[Regional Supervisor]
Shorelands and Environmental
Assistance Program

Signed in _____, Washington
this [13] day of [13] 199_

for [1]



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

P.O. Box 47600 • Olympia, Washington 98504-7600 • (206) 407-6000 • TDD Only (Hearing Impaired) (206) 407-6006

[13]

CERTIFIED MAIL

[4]

Subject: Shoreline Warning and Investigation

Dear Mr. or Ms.: [2]

The Revised Code of Washington (RCW 90.58.140, the State Shoreline Management Act) provides that a development shall not be undertaken on the shorelines of the state unless it is consistent with the policy of this Chapter and the guidelines, rules, and master programs established under that law. A substantial development shall not be undertaken on shorelines of the state without first obtaining a permit from the government entity having administrative jurisdiction under this chapter.

Representatives of [and/or] [1] the Department of Ecology have reason to believe that you are responsible for substantial development within Shoreline Management jurisdiction in violation of the provision of Chapter 90.58 and provisions of the [1] Shoreline Master Program. Specifically we have seen [10].

This letter is primarily intended to gather the information necessary to determine whether or not a violation has occurred, and if so, what kind of enforcement action is appropriate under the circumstances. This determination does not constitute an order or directive under RCW 90.58.210. However, the Department has authority to issue an administrative order and penalty (of up to one thousand dollars per day) on this matter. We are prepared to do so, unless within thirty days from the receipt of this letter, you file a full report with the department which provides detailed responses to the following questions:

1. Describe in detail what work was done in and along the shoreline of [12] on your property during the past three years.
2. Identify to the best of your recollection specifically when such work was done.
3. Describe the purpose of the work done and the future plans and final results you hope to achieve at that location.

Shoreline Warning and Investigation Letter
[2]
[13]

4. Identify those individuals or organizations who were physically and/or financially involved in the work performed. Include equipment owners, operators, and others.
5. Was the work performed on your property done with your permission? If not, explain any actions you have taken or will take with regard to the work done.
6. Identify specific government permits or authorization secured from any level of government, and identify those individuals contacted to secure such permits or other authorizations necessary.

Upon receipt of this report, [1] [and/or if joint] the Department shall determine its response in light of the facts and applicable law, and shall notify [2] by certified mail. Any questions or correspondence regarding this letter should be directed to Jim Anest, the Shorelands Enforcement Coordinator, phone (206) 407-6529 (and to [14] if joint enforcement).

Dated at _____ this _____ day of _____, 1994.

Regional Supervisor
Shorelands and Environmental
Assistance Program

TM:JA:
swai.wp

Appendix 2 - The Shoreline Management Act and Regulations

SMA ENFORCEMENT SECTIONS

RCW 90.58.210 Court actions to insure against conflicting uses and to enforce -- Civil penalty -- Review.

(1) The attorney general or the attorney for the local government shall bring such injunctive, declaratory, or other actions as are necessary to insure that no uses are made of the shorelines of the state in conflict with the provisions and programs of this chapter, and to otherwise enforce the provisions of this chapter.

(2) Any person who shall fail to conform to the terms of a permit issued under this chapter or who shall undertake development on the shorelines of the state without first obtaining any permit required under this chapter shall also be subject to a civil penalty not to exceed one thousand dollars for each violation.

Each permit violation or each day of continued development without a required permit shall constitute a separate violation.

(3) The penalty provided for in this section shall be imposed by a notice in writing, either by certified mail with return receipt requested or by personal service, to the person incurring the same from the department or local government, describing the violation with reasonable particularity and ordering the act or acts constituting the violation or violations to cease and desist or, in appropriate cases, requiring necessary corrective action to be taken within a specific and reasonable time.

(4) Within thirty days after the notice is received, the person incurring the penalty may apply in writing to the department for remission or mitigation of such penalty. Upon receipt of the application, the department or local government may remit or mitigate the penalty upon whatever terms the department or local government in its discretion deems proper. Any penalty imposed pursuant to this section by the department shall be subject to review by the shorelines hearings board. Any penalty imposed

pursuant to this section by local government shall be subject to review by the local government legislative authority. Any penalty jointly imposed by the department and local government shall be appealed to the shorelines hearings board. [1986 c 292 § 4; 1971 ex.s. c 286 § 21.]

RCW 90.58.220 General penalty. In addition to incurring civil liability under RCW 90.58.210, any person found to have wilfully engaged in activities on the shorelines of the state in violation of the provisions of this chapter or any of the master programs, rules, or regulations adopted pursuant thereto shall be guilty of a gross misdemeanor, and shall be punished by a fine of not less than twenty-five nor more than one thousand dollars or by imprisonment in the county jail for not more than ninety days, or by both such fine and imprisonment: Provided, That the fine for the third and all subsequent violations in any five-year period shall be not less than five hundred nor more than ten thousand dollars: Provided further, That fines for violations of RCW 90.58.550, or any rule adopted thereunder, shall be determined under RCW 90.58.560. [1983 c 138 § 3; 1971 ex.s. c 286 § 22.]

RCW 90.58.230 Violators liable for damages resulting from violation -- Attorney's fees and costs. Any person subject to the regulatory program of this chapter who violates any provision of this chapter or permit issued pursuant thereto shall be liable for all damage to public or private property arising from such violation, including the cost of restoring the affected area to its condition prior to violation. The attorney general or local government attorney shall bring suit for damages under this section on behalf of the state or local governments. Private persons shall have the right to bring suit for damages under this section on their own behalf and on the behalf of all persons similarly situated. If liability has been established for the cost of restoring an area affected by a violation the court shall make provision to assure that restoration will be accomplished within a reasonable time at the expense of the violator. In addition to such relief, including money damages, the court in its discretion may award attorney's fees and costs of the suit to the prevailing party. [1971 ex.s. c 286 § 23.]

Shoreline Management Act
Chapter 173-27 WAC
Sections 240 – 310

WAC 173-27-240 Authority and purpose.
WAC 173-27-250 Definitions.
WAC 173-27-260 Policy.
WAC 173-27-270 Order to cease and desist.
WAC 173-27-280 Civil penalty.
WAC 173-27-290 Appeal of civil penalty.
WAC 173-27-300 Criminal penalty
WAC 173-27-310 Oil or natural gas exploration--Penalty.

WAC 173-27-240 Authority and purpose. This part is adopted under RCW 90.58.200 and 90.58.210 to implement the enforcement responsibilities of the department and local government under the Shoreline Management Act. The act calls for a cooperative program between local government and the state. It provides for a variety of means of enforcement, including civil and criminal penalties, orders to cease and desist, orders to take corrective action, and permit rescission. The following should be used in addition to other mechanisms already in place at the local level and does not preclude other means of enforcement.

[Statutory Authority: RCW 90.58 140(3) and [90.58] 200. 96-20-075 (Order 95-17), § 173-27-240, filed 9/30/96, effective 10/31/96.]

WAC 173-27-250 Definitions. The definitions contained in WAC 173-27-030 shall apply in this part also except that the following shall apply when used in this part of the regulations:

(1) "Permit" means any form of permission required under the act prior to undertaking activity on shorelines of the state, including substantial development permits, variances, conditional use permits, permits for oil or natural gas exploration activities, permission which may be required for selective commercial timber harvesting, and shoreline exemptions; and

(2) "Exemption" means authorization from local government which establishes that an activity is exempt from substantial development permit requirements under WAC 173-27-040, but subject to regulations of the act and the local master program.

[Statutory Authority: RCW 90.58 140(3) and [90.58] 200. 96-20-075 (Order 95-17), § 173-27-250, filed 9/30/96, effective 10/31/96.]

WAC 173-27-260 Policy. These regulations should be used by local government in carrying out enforcement responsibilities under the act, unless local government adopts separate rules to implement the act's enforcement provision.

Enforcement action by the department or local government may be taken whenever a person has violated any provision of the act or any master program or other regulation promulgated under the act. The choice of enforcement action and the severity of any penalty should be based on the nature of the violation, the damage or risk to the public or to public resources, and/or the existence or degree of bad faith of the persons subject to the enforcement action.

[Statutory Authority: RCW 90.58 140(3) and [90.58] 200. 96-20-075 (Order 95-17), § 173-27-260, filed 9/30/96, effective 10/31/96.]

WAC 173-27-270 Order to cease and desist. Local government and/or the department shall have the authority to serve upon a person a cease and desist order if an activity being undertaken on shorelines of the state is in violation of chapter 90.58 RCW or the local master program.

(1) Content of order. The order shall set forth and contain:

(a) A description of the specific nature, extent, and time of violation and the damage or potential damage; and

(b) A notice that the violation or the potential violation cease and desist or, in appropriate cases, the specific corrective action to be taken within a given time. A civil penalty under WAC 173-27-280 may be issued with the order.

(2) Effective date. The cease and desist order issued under this section shall become effective immediately upon receipt by the person to whom the order is directed.

(3) Compliance. Failure to comply with the terms of a cease and desist order can result in enforcement actions including, but not limited to, the issuance of a civil penalty.

[Statutory Authority: RCW 90.58 140(3) and [90.58] 200. 96-20-075 (Order 95-17), § 173-27-270, filed 9/30/96, effective 10/31/96.]

WAC 173-27-280 Civil penalty. (1) A person who fails to conform to the terms of a substantial development permit, conditional use

permit or variance issued under RCW 90.58.140, who undertakes a development or use on shorelines of the state without first obtaining a permit, or who fails to comply with a cease and desist order issued under these regulations may be subject to a civil penalty by local government. The department may impose a penalty jointly with local government, or alone only upon an additional finding that a person:

(a) Has previously been subject to an enforcement action for the same or similar type of violation of the same statute or rule; or

(b) Has been given previous notice of the same or similar type of violation of the same statute or rule; or

(c) The violation has a probability of placing a person in danger of death or bodily harm; or

(d) Has a probability of causing more than minor environmental harm; or

(e) Has a probability of causing physical damage to the property of another in an amount exceeding one thousand dollars.

(2) In the alternative, a penalty may be issued to a person by the department alone, or jointly with local government for violations which do not meet the criteria of subsection (1)(a) through (e) of this section, after the following information has been provided in writing to a person through a technical assistance visit or a notice of correction:

(a) A description of the condition that is not in compliance and a specific citation to the applicable law or rule;

(b) A statement of what is required to achieve compliance;

(c) The date by which the agency requires compliance to be achieved;

(d) Notice of the means to contact any technical assistance services provided by the agency or others; and

(e) Notice of when, where, and to whom a request to extend the time to achieve compliance for good cause may be filed with the agency.

Furthermore, no penalty shall be issued by the department until the individual or business has been given a reasonable time to correct the violation and has not done so.

(3) Amount of penalty. The penalty shall not exceed one thousand dollars for each violation. Each day of violation shall constitute a separate violation.

(4) Aiding or abetting. Any person who, through an act of commission or omission

procures, aids or abets in the violation shall be considered to have committed a violation for the purposes of the civil penalty.

(5) Notice of penalty. A civil penalty shall be imposed by a notice in writing, either by certified mail with return receipt requested or by personal service, to the person incurring the same from the department and/or the local government, or from both jointly. The notice shall describe the violation, approximate the date(s) of violation, and shall order the acts constituting the violation to cease and desist, or, in appropriate cases, require necessary corrective action within a specific time.

(6) Application for remission or mitigation. Any person incurring a penalty may apply in writing within thirty days of receipt of the penalty to the department or local government for remission or mitigation of such penalty. Upon receipt of the application, the department or local government may remit or mitigate the penalty only upon a demonstration of extraordinary circumstances, such as the presence of information or factors not considered in setting the original penalty.

When a penalty is imposed jointly by the department and local government, it may be remitted or mitigated only upon such terms as both the department and the local government agree.

[Statutory Authority: RCW 90.58 140(3) and [90.58] 200. 96-20-075 (Order 95-17), § 173-27-280, filed 9/30/96, effective 10/31/96.]

WAC 173-27-290 Appeal of civil penalty. (1) Right of appeal. Persons incurring a penalty imposed by the department or imposed jointly by the department and local government may appeal the same to the shorelines hearings board. Appeals to the shorelines hearings board are adjudicatory proceedings subject to the provisions of chapter 34.05 RCW. Persons incurring a penalty imposed by local government may appeal the same to the local government legislative authority.

(2) Timing of appeal. Appeals shall be filed within thirty days of receipt of notice of penalty unless an application for remission or mitigation is made to the department or local government. If such application is made, appeals shall be filed within thirty days of receipt of local government's and/or the department's decision regarding the remission or mitigation.

(3) Penalties due.

(a) Penalties imposed under this section shall become due and payable thirty days after receipt of notice imposing the same unless application for remission or mitigation is made or an appeal is filed. Whenever an application for remission or mitigation is made, penalties shall become due and payable thirty days after receipt of local government's and/or the department's decision regarding the remission or mitigation. Whenever an appeal of a penalty is filed, the penalty shall become due and payable upon completion of all review proceedings and upon the issuance of a final decision confirming the penalty in whole or in part.

[Statutory Authority: RCW 90.58 140(3) and [90.58] 200. 96-20-075 (Order 95-17), § 173-27-310, filed 9/30/96, effective 10/31/96.]

(b) If the amount of a penalty owed the department is not paid within thirty days after it becomes due and payable, the attorney general, upon request of the department, shall bring an action in the name of the state of Washington to recover such penalty. If the amount of a penalty owed local government is not paid within thirty days after it becomes due and payable, local government may take actions necessary to recover such penalty.

(4) Penalty recovered. Penalties recovered by the department shall be paid to the state treasurer. Penalties recovered by local government shall be paid to the local government treasury. Penalties recovered jointly by the department and local government shall be divided equally between the department and the local government unless otherwise stipulated in the order.

[Statutory Authority: RCW 90.58 140(3) and [90.58] 200. 96-20-075 (Order 95-17), § 173-27-290, filed 9/30/96, effective 10/31/96.]

WAC 173-27-300 Criminal penalty.

The procedures for criminal penalties shall be governed by RCW 90.58.220.

[Statutory Authority: RCW 90.58 140(3) and [90.58] 200. 96-20-075 (Order 95-17), § 173-27-300, filed 9/30/96, effective 10/31/96.]

WAC 173-27-310 Oil or natural gas exploration--Penalty. Persons violating the provisions of RCW 90.58.550 or chapter 173-15 WAC shall be subject to a civil penalty issued by the department in an amount of up to five thousand dollars a day. The procedures for oil or natural gas exploration penalties shall be governed by RCW 90.58.560.

Appendix 3 - References

1. Anest, Jim. 1992. Presentation Materials for SMA Enforcement Workshops.
2. Deusen, Millard. 1994. Telephone conversation with Millard Deusen, Habitat Management Division, Washington Department of Fisheries, March 25, 1994.
3. Farr, Ann. 1994. Telephone conversation with Ann Farr. Contributing Author Shoreline Master Program Handbook, April 12, 1994.
4. Huckell/Weinman Associates, Inc. 1994 Telephone Survey of Local Government Shoreline Administrators, Unpublished, February, 1994.
5. Katich, Peter. 1994 Telephone conversation with Peter Katich, City of Tacoma Building and Land Use Division, April, 11, 1994.
6. MacAuliffe, Chris. 1994. Telephone conversation with Chris MacAuliffe, U.S. Army Corps of Engineers, March 11, 1994.
7. Smith, Douglas. 1994. Telephone conversations with Douglas Smith, U.S. Environmental Protection Agency, Region 10 March 7 & 9, 1994.
8. Washington State Department of Ecology. 1994. Shoreline Master Program Guidebook, Volume I and Volume II, Second Edition, Publication No. 93-104.
9. Washington State Department of Ecology. 1990. Ecology Enforcement Manual, Guidelines and Procedures. Central Programs/Enforcement Unit, July, 1990.
10. Washington State Department of Ecology. 1990. Commonly Required Environmental Permits for Washington State. Document No. 90-29, September 1990.
11. U.S. Environmental Protection Agency, Region 10. 3rd Edition, Conducting Compliance Inspections. Environmental Services Division, Technical Support Branch EPA 910/9-91-047.
12. Wright, Steve. 1994. Meeting with Steve Wright, U.S. Army Corps of Engineers, March 16, 1994.

Appendix 4 - Other Shoreline Related Programs, Regulations & Permits

Permit/program/ or Regulatory Approval	Primary Subject Area	Primary Jurisdiction	Enabling Legislation (federal, State, Local)
Section 10 Permit	Dredging	Corps of Engineers	Rivers & Harbor Act
Section 404 Permit	Placement of Fill	Corps of Engineers	Clean Water Act 33 USC Section 1251 et. seq.
Section 401 Certification	Regulate Water quality Impacts	Dept. of Ecology	Clean Water Act
Hydraulics Project Approval	Water habitat impacts	Dept. of Fish & Wildlife	75.20 RCW
NEPA	Process for assuring public/environmental review of proposals	Corps of Engineers or other federal lead agency	National Environmental Policy Act 40 CFR Part 1500
SEPA	Process for assuring public/environmental review of proposals	Dept. of Ecology; other state/local lead agency	State Environmental Policy Act 42.21C RCW
CZM Consistency	consistency with federal coastal zone policy requirements	Dept. of Ecology	Coastal Zone Mgt. Act 16 USC Section 1451 et seq.
NPDES Program/Permit	Water quality; industrial/ stormwater discharges	Dept. of Ecology/Local Utility	Clean Water Act 33 USC Section 1251 et. seq. Water Pollution Control Act 90.48 RCW
PSWQA Plan	Puget Sound protection/basin water quality framework	Dept. of Ecology/Local	Puget Sound Water Quality Authority Act 90.70 RCW
DNR Open Water	dredge disposal	Dept. of Natural Resources	33 USC Section 1251 et.seq.
DNR Tidelands	public use of tidelands	Dept. of Natural Resources	
GMA/Critical Area Ordinance	Growth management provisions	City or County	36.70A RCW

Permit/program/ or Regulatory Approval	Primary Subject Area	Primary Jurisdiction	Enabling Legislation (federal, State, Local)
	including resource protection		
Zoning		City or County	
Tribal Review	Tribal resource protection	Individual Tribes	MOA w/EPA/Ecology
Sediment Mgt. Standards	sediment quality	Dept. of Ecology	Chapter 173-204 WAC implementing 70.105, 90.48, and 90.70 RCW
Air Quality	air quality standards	EPA, Dept. of Ecology Regional Authority	
Dangerous Waste Mgt.	state hazardous waste	Dept. of Ecology, local health dept.	70.105 RCW Chapter 173-303
Hazardous Waste Mgt.	federal hazardous waste	EPA	
Contaminated Sites	Cleanup and management of historically contaminated sites	EPA (federal sites), Dept of Ecology (state sites)	CERCLA/SARA 42 USC Section 9601 et seq./PL NO. 99-499 Model Toxics Control Act
Natural Resource Damage	contamination impacts to upland, wetland or marine habitat, to air and water quality and to, land resources	NOAA (federal) Dept. of Ecology (state) and other "Trustees"	CERCLA Model Toxics Control Act (see above)



TRACKING CRITICAL AREA VIOLATIONS

ABSTRACT

We need a method to track and assign incidents

Peter Bracchi

Meeting: 1/5/18

Subject: Critical Area Violation Incidents

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Definition for discussion

Critical Area Accidents - Resolved by Litter/Garbage Pickup and or minimal maintenance

Critical Area Violations - TBD

Critical Area Violation Tracking Objectives in 2018

Reporting and Tracking Process

Remedial Action

Reclamation Process

Recommendation for future prevention of loss

Reporting and Tracking Process

Cradle to Grave

Case Example

Location: Burnt Bridge Creek at Devin Rd

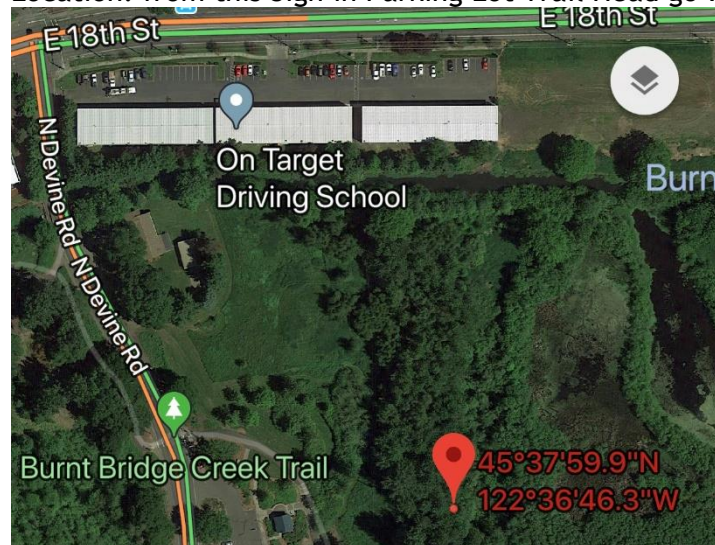
Reported: Tuesday, December 26, 2017 10:18 AM by Email To

Nikki Guillot | Engineering Specialist

Issue Description

I would like to request that the City investigate this illegal disposal site within a critical area for municipal waste and for potential harmful materials. This site is a threat to our water resources and to the public it presents a health and safety risk.

Location: from this Sign in Parking Lot Trail Head go 75 yards East



Pictures taken 12/23/17



Remedial Action

Response on 12/29

Hi Mr. Bracchi- I agree the trash would be a potentially harmful material and I forwarded your photos and the location to our clean-up crew on Tuesday. They will address it as soon as they can. Please let me know if I can be of further assistance.

Thank you-

Nikki Guillot | Engineering Specialist

my work is focused on illicit discharges to our water resources

Identify VMC Issues

For this issue no one can be charged for the violation

The Violations need to be identified for start of Remedial then Reclamation Action

Water Resource Protection VMC

Section 14.26.115

Prohibitions: Regardless of operating status or location, the following uses and activities shall be prohibited within the City ==> Municipal Waste Disposal Sites

Section 14.26.117 Discharges to water resources.

A. Prohibited Discharges: No person or operation shall discharge any potentially harmful materials as set forth at VMC Section 14.26.110 herein into the water resources of the City.

Critical Area VMC

Section 20.740.020 General Provisions

A. No Net Loss of Functions

Activity shall result in no net loss of functions and values in the critical areas.

Loss of Use: Habitat for animals

Loss of Use: Trees and Vegetation

Loss of Use: Area usage due to Public Safety Concerns

Next-Door Post

I recently joined NextDoor and made my first post on 12/28/17



Peter Bracchi
West Minnehaha



Site reported



For folks using the Burnt Bridge Creek Trail this has been reported to the city of Vancouver for cleanup and restoration - Burnt Bridge Creek @ N. Divine Rd. 75 yards east of the parking lot



Tzipi Hartson, Maplewood · 4d ago

Last summer I went to this location for a walk. It's become a drug dealing location, obviously known to the users in the three cars who pulled into the parking lot, within rapid succession. Crossed off ANOTHER park to take my walks in, for health reasons. Parks are for perps. Seriously, is there no where in this part of Vancouver where I can go to walk and be SAFE?!



Joe Lenahan, NW Neighborhood · 4d ago

Good, that place is shady and I'm not referring to shrubbery

😊 2 Thanks



Michelle Davis, Shumway · 4d ago

looks as if it were a homeless campsite

Reclamation Process

Environmental

Section 20.740.090 Unauthorized Critical Areas Alterations and Enforcement

Please review page 20.740 - 18 section: C. Minimum Performance Standards for Restoration

Social

Public Safety Acceptance of Area

Recommendation for future prevention of loss

stop repeated actions at locations

Discussion Questions

Who is the individual employed by the City responsible for the following success

Reporting and Tracking Process Cradle to Grave

Who will clean it up Nikki Crew, GW, Corrections Crew

How to track it, measure of severity

Identification of VMC Issues

SOP for City Employees as how to handle and report

How to Reclaim the following

Loss of Use: Habitat for animals

Loss of Use: Trees and Vegetation

Loss of Use: Area usage by Public - Fear for Safety How to Regain Public Confidence

Recommendation for future prevention of loss

Definition of Terms

“Potentially Harmful Materials” means hazardous materials as defined at VMC Section 14.26.110 as well

as other materials including, but not limited to, the following which, if discharged or improperly disposed, may present a risk to water resources:

Petroleum products including but not limited to petroleum fuel and petroleum-based coating and preserving

materials; oils containing PCBs; antifreeze and other liquid automotive products; metals, either in

particulate or dissolved form, in concentrations above established regulatory standards; flammable or

explosive materials; radioactive material; used batteries; corrosives, acids, alkalis or bases; paints, stains, resins, lacquers or varnishes; degreasers; solvents; construction materials; drain cleaners and other toxic liquid household products; pesticides, herbicides, fungicides or fertilizers unless applied in accordance with local, state and federal standards; steam cleaning and carpet cleaning wastes; pressure cleaning wastes; car wash water; laundry wastewater; soaps, detergents, ammonia; swimming pool backwash; chlorine, bromine, and other disinfectants; heated water; domestic animal wastes; sewage; recreational vehicle waste; animal carcasses, excluding salmonids; food wastes; collected lawn clippings, leaves or branches; trash or debris; silt, sediment or gravel; dyes; and untreated or unapproved wastewater from industrial processes. C. Prohibitions: Regardless of operating status or location, the following uses and activities shall be prohibited within the City:

From: [PETER BRACCHI](#)
To: [City Council](#)
Cc: [Martinelli, Dominique](#)
Subject: Council 12/9 COV request to Track Critical Area Destruction Incidents for Repair Sent in 2018
Date: Saturday, December 7, 2024 8:26:40 AM
Attachments: [CriticalAreaViolations.pdf](#)

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.

This Document was sent to Bryan Potter manager of the GreenWays and Sensitive Lands in 2018



TRACKING CRITICAL AREA VIOLATIONS

ABSTRACT

We need a method to track and assign incidents

Peter Bracchi

Meeting: 1/5/18

Subject: Critical Area Violation Incidents

Table of Contents

Definition for discussion	2
Critical Area Violation Tracking Objectives in 2018.....	2
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Recommendation for future prevention of loss	6
Discussion Questions.....	6
Definition of Terms	7

Definition for discussion

Critical Area Accidents - Resolved by Litter/Garbage Pickup and or minimal maintenance

Critical Area Violations - TBD

Critical Area Violation Tracking Objectives in 2018

Reporting and Tracking Process

Remedial Action

Reclamation Process

Recommendation for future prevention of loss

Reporting and Tracking Process

Cradle to Grave

Case Example

Location: Burnt Bridge Creek at Devin Rd

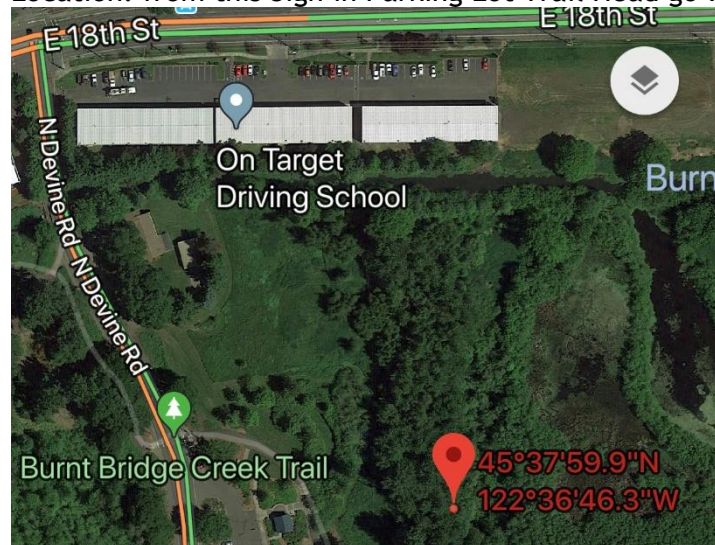
Reported: Tuesday, December 26, 2017 10:18 AM by Email To

Nikki Guillot | Engineering Specialist

Issue Description

I would like to request that the City investigate this illegal disposal site within a critical area for municipal waste and for potential harmful materials. This site is a threat to our water resources and to the public it presents a health and safety risk.

Location: from this Sign in Parking Lot Trail Head go 75 yards East



Pictures taken 12/23/17



Remedial Action

Response on 12/29

Hi Mr. Bracchi- I agree the trash would be a potentially harmful material and I forwarded your photos and the location to our clean-up crew on Tuesday. They will address it as soon as they can. Please let me know if I can be of further assistance.

Thank you-

Nikki Guillot | Engineering Specialist

my work is focused on illicit discharges to our water resources

Identify VMC Issues

For this issue no one can be charged for the violation

The Violations need to be identified for start of Remedial then Reclamation Action

Water Resource Protection VMC

Section 14.26.115

Prohibitions: Regardless of operating status or location, the following uses and activities shall be prohibited within the City ==> Municipal Waste Disposal Sites

Section 14.26.117 Discharges to water resources.

A. Prohibited Discharges: No person or operation shall discharge any potentially harmful materials as set forth at VMC Section 14.26.110 herein into the water resources of the City.

Critical Area VMC

Section 20.740.020 General Provisions

A. No Net Loss of Functions

Activity shall result in no net loss of functions and values in the critical areas.

Loss of Use: Habitat for animals

Loss of Use: Trees and Vegetation

Loss of Use: Area usage due to Public Safety Concerns

Next-Door Post

I recently joined NextDoor and made my first post on 12/28/17



Peter Bracchi
West Minnehaha



Site reported



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Tzipi Hartson, Maplewood · 4d ago

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From: [PETER BRACCHI](#)
To: [City Council](#)
Cc: [Martinelli, Dominique](#); jessica.prokop@columbian.com
Subject: Council 12/9 Critical Area Update - Insurrection in Government places Unhoused above the Critical Area LAWS
Date: Friday, December 6, 2024 7:36:00 AM
Attachments: [Loss Recreation Area Plan Required.pdf](#)
[AP1GczPE7qeatz3BSRP_DcbJXQdnnEv9c7f12DY-VoJbeHB38k_VI5VFhHEiKCH9WRFuEFINNk-LdV442WY2BBYWWClibUuJsD5c-1G5ShSqGcrDB_r_mr203=w600-h315-p-k.jpeg](#)
[Screenshot 2024-12-03 at 11.28.29 AM.png](#)
[Screenshot 2024-12-03 at 11.04.15 AM.jpeg](#)
[FA55F287-F3EF-4375-8FCB-A41A3357F7CC-COLLAGE.jpeg](#)

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Critical Area Regulations and Local Codes are a meaningless JOKE when it comes to the City of Vancouver WA.

We have had an Insurrection in our City Government and the Unhoused are above the LAW. They have even developed an alternate special court system.

Our city has refused to Enforce it laws and Codes against the Class of People referred to as the Unhoused Living on our Park Land in Critical Areas

Why Does our City Not Understand ALL LAWS are to be enforced Equally?

The Unhouse have destroyed and polluted the Environment for over 8 years
Please view the Attached Document for Detail Information

<https://drive.google.com/file/d/1aY-CwDDOHXsv0nV1QYWLWp4ZYNrm4EHBu/view>

Boots on the Ground Pictures of Environmental Destruction of GMA Critical Area land along 303d Burnt Bridge Creek.

5400 photographs of Environmental Terrorism on Public Land



<https://photos.app.goo.gl/Y6neVcop3j7mbzn69>

The City has been Running a camp for over 2 years location
Burnt Bridge Creek and Andresen Road

This is adding Fecal Coliform Bacteria pollution to 303d Polluted Burnt Bridge Creek.

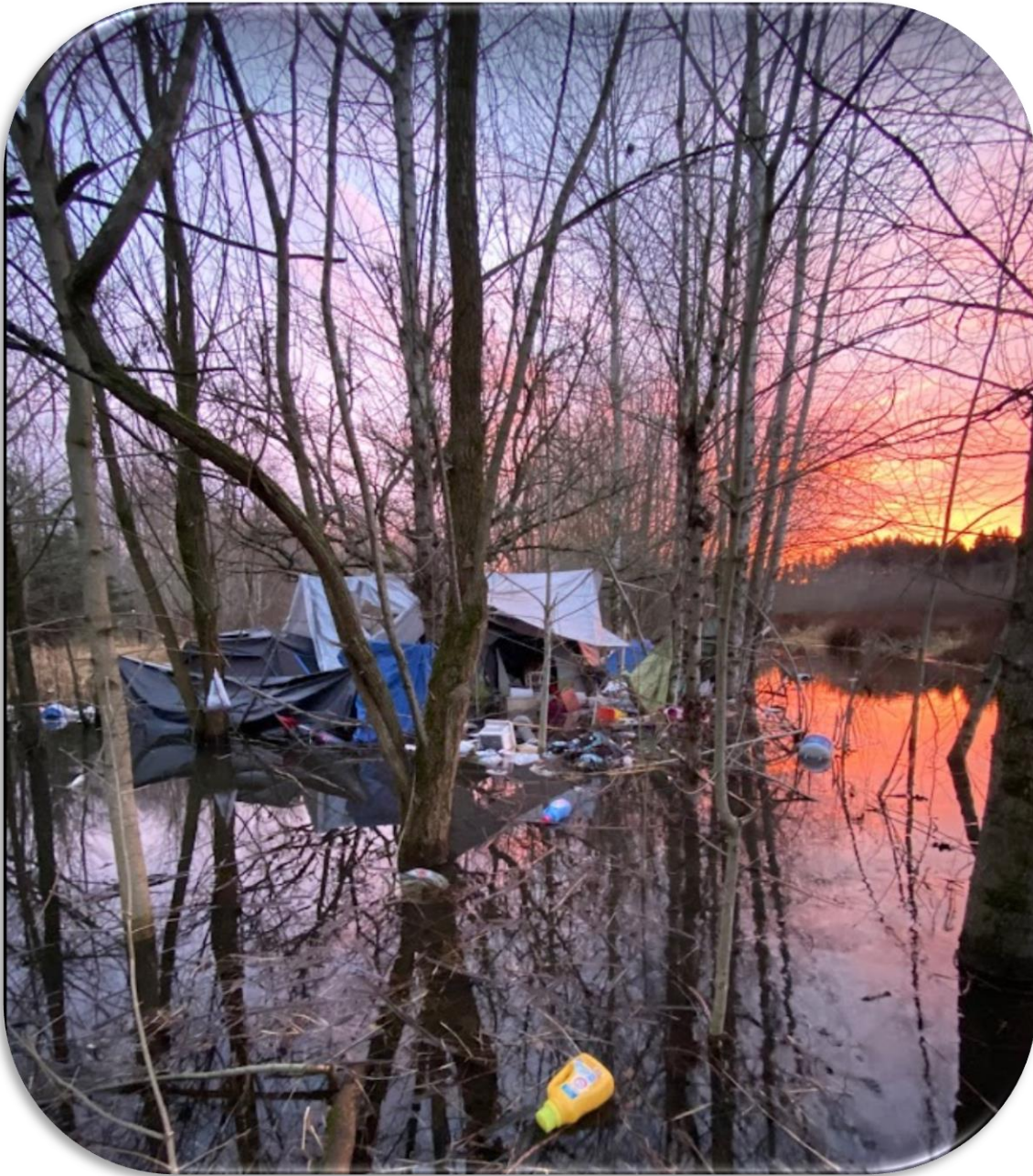


Peter Bracchi

June 1, 2022

Request

We have a need for a land restoration and water pollution mitigation Plan for the Burnt Bridge Creek Watershed Critical Area.



This document is designed to be viewed Electronically - Titles and Pictures contain Hyperlinks

Environmental Summary

Burnt Bridge is a regulated waterway it does not meet the Washington Department of Ecology standards for fecal coliform bacteria, temperature, acidity, and levels of dissolved oxygen. By not meeting the state standards, it has placed Burnt Bridge Creek on the federal 303(d) list of water quality impaired waterbodies.

The City is failing to bring Burnt Bridge Creek into compliance with state water quality standards.

Along the BBC trail most of the Land in the Critical Area belongs to the City of Vancouver and designated for Recreation. Land Zoning is *Park, Open Space, Greenway, or Lettuce Field*.

The quality of Stream water is related to Land Use Quality and Pollution.

What are Critical Areas

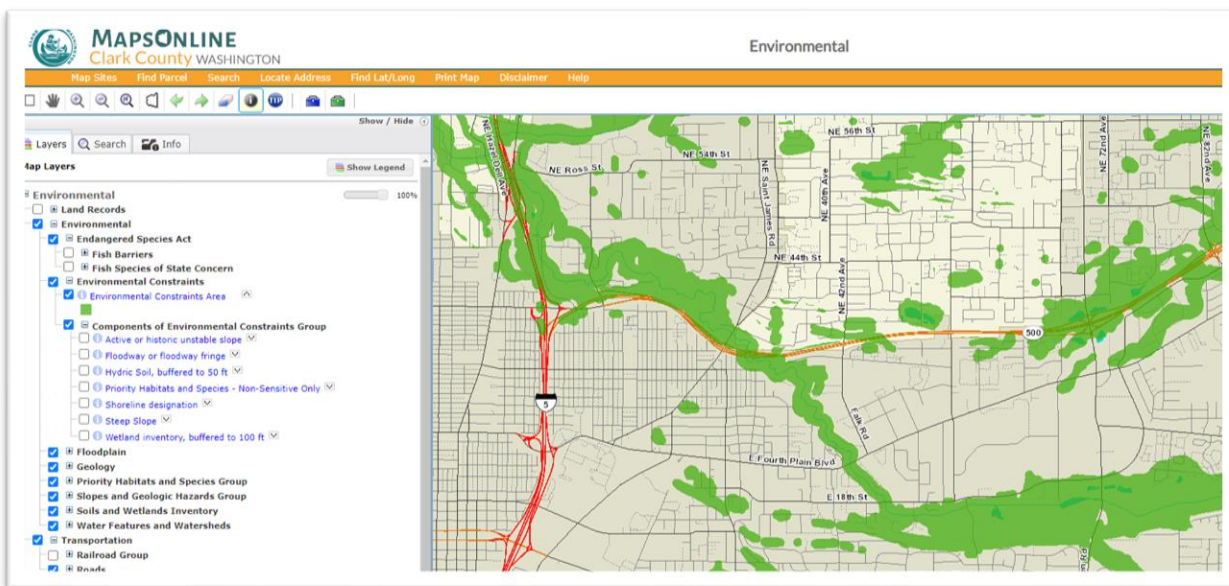
The Growth Management Act (GMA) requires all cities and counties in Washington to adopt regulations protecting “critical areas” in order to preserve the natural environment, wildlife habitats, and sources of fresh drinking water.

Protecting critical areas also helps reduce exposure to risks, such as landslides or flooding, and maintains the natural elements of our landscape. It can be costly, or even impossible, to replace critical area functions and values once they are lost.

RCW 36.70A.030(5) defines five types of critical areas:

- 1) Wetlands
- 2) Frequently flooded areas
- 3) Geologically hazardous areas
- 4) Fish and wildlife habitat conservation areas
- 5) Areas with a critical recharging effect on aquifers used for potable water

Environmental Constraints layer – summary of Items 1-4



Problem Description

The City of Vancouver Failed to perform a SEPA study when [Camping Laws](#) were initiated or update. The City has, and still allows camping within the Critical Area.

The [State Environmental Policy Act](#) (SEPA) process identifies and analyzes environmental impacts associated with governmental decisions. These decisions may be related to issuing permits for private projects, constructing public facilities, or adopting regulations, policies, and plans. The SEPA review process helps agency decision-makers, applicants, and the public understand how the entire proposal will affect the environment

By the City failing to perform the required SEPA Study, the result has been Environmental Destruction to the Critical Area with additional Fecal Matter and Water Pollution to the existing 303(d) list stream.

Potentially Harmful Materials from continuous habitation and Fires been a contributing problem. Stream shade has been reduced by the Cutting of Trees. Silting has Increased due to digging, vegetation removal, Tree cutting and habitation on steep slopes.

Critical Area land has had residential occupation for the last 6 years. The land has had the ground cover removed and trees cut down to establish cleared living areas. The result has been years of Environment Devastation, water pollution and increased devastation caused by Fires, and Water Pollution.

The City is failing to meet it Commitment to Clean Water

The City is failing to meet its Commitment to "Not Net Loss" to Critical Areas

The City is failing to enforce it own City Codes for Environmental Protection

15.04	Park Code
15.04.040	Removal or Destruction of Park Property
15.04.100	Depositing Litter
15.04.110	Fires
15.04.150	Closing Hours--Unlawful Entry
8.22	Camping
8.22.040	Unlawful Camping
8.22.050	Unlawful Storage of Personal Property in Public Places
14.26	Water Resources Protection
14.26.115	Prohibits "Municipal Waste Disposal Sites"
14.26.117	Discharges to Water Resources. "Potentially Harmful Materials"
20.740	Critical Areas Protection
20.740.020	General Provisions - No Net Loss of Functions
20.760	Shoreline Management Area

6 Years of Environmental Destruction & Water Pollution to BBC

[Shoreline Destruction and Pollution - East Side](#)



[Shoreline Destruction and Pollution West Side](#)



Frequently Flooded Areas

Bicycle Chop shop Camp. ground compacted, trees cut and Water Pollution



Clark County Geographic Information Services - Environmental Constraints Layer Flood Plain

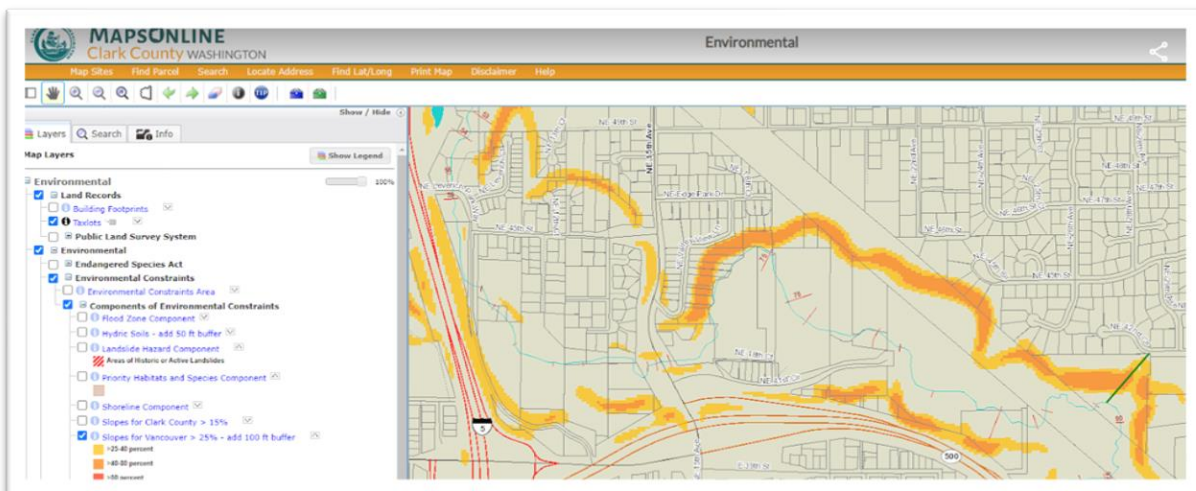


Geologic Hazzard Areas 6 Years of Environmental Destruction

Removal of Vegetation causes Erosion on Steep slopes, silting into creek

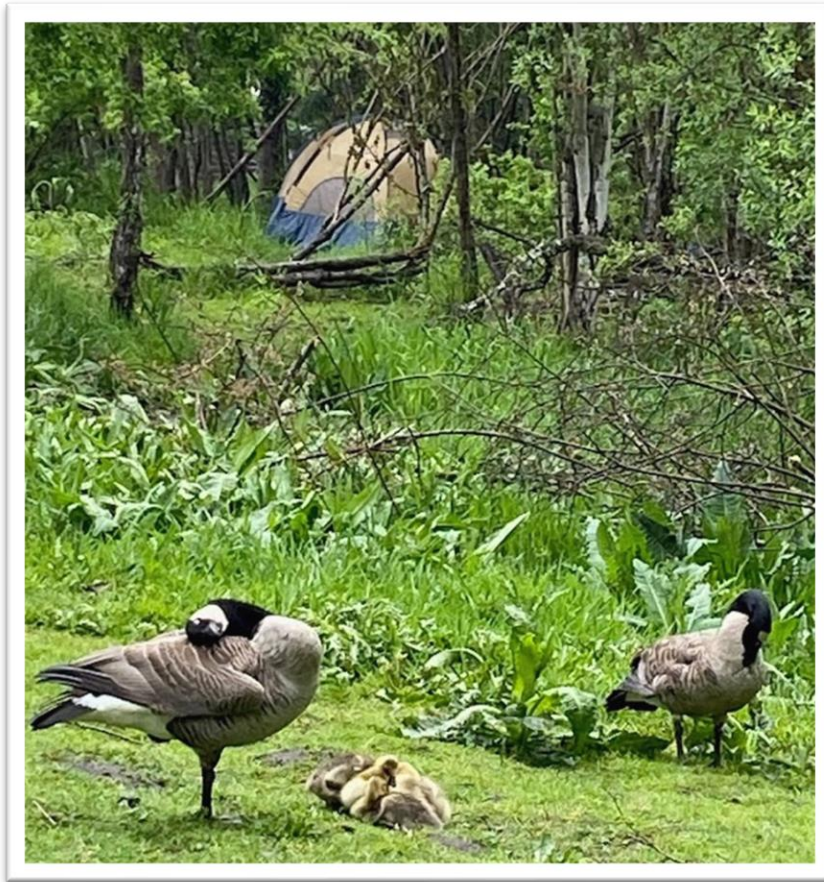


Steep Slopes 40%-80% along Burt Bridge Creek

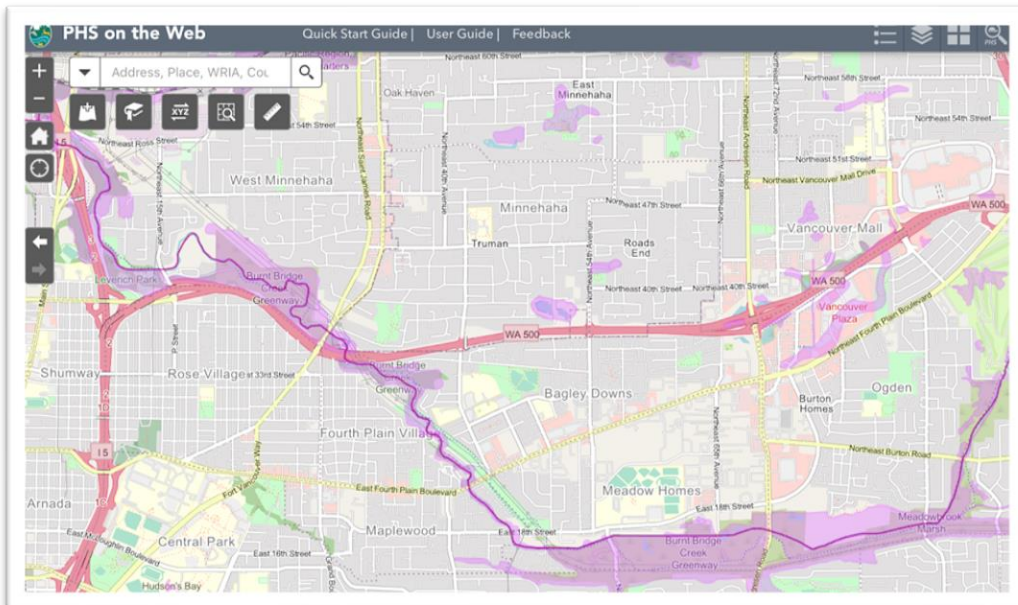


Priority habitat conservation areas over 6 years of Destruction

Priority Habitat Species Area



Map to Priority Habitat Species Area

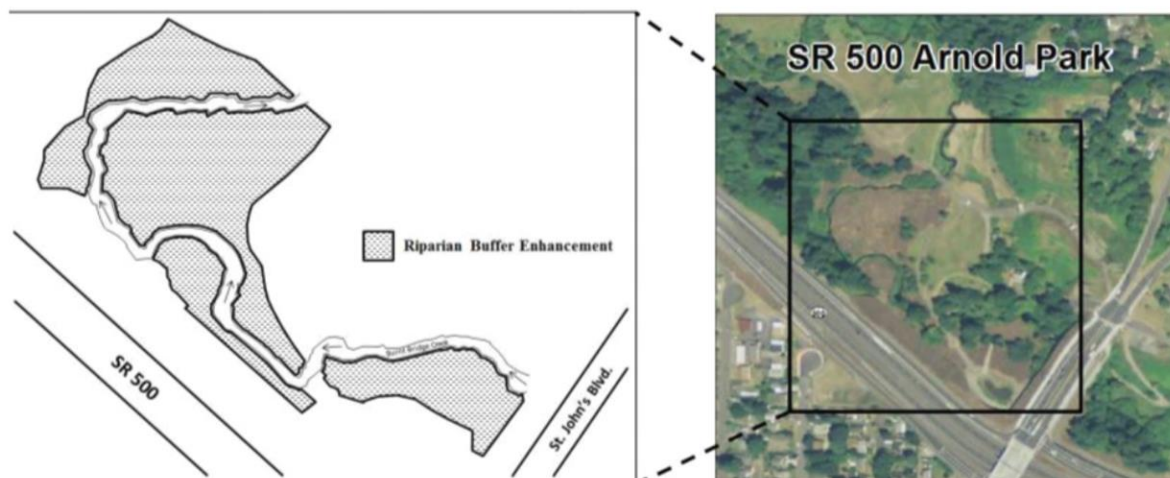


Arnold Park-Mitigation continuous destruction over 6 years

USACE NWP (23) NWS-2009-1104 - Southwest Region Wetlands Program

What is the 500 Arnold Park Mitigation Site?

This 4.42-acre mitigation site (Figure 1) is located along Burnt Bridge Creek west of St. John's Boulevard, north of SR 500, and entirely within Arnold Park. This site was created as partial compensation for impacts to 4.30 acres of disturbed riparian buffer due to mobility and safety improvements within the vicinity of the SR 500 and St. John's Boulevard interchange. The riparian enhancement area is located adjacent to and within the overall project boundaries, and shares the same watershed characteristics as the impacted areas. The site is designed to provide mitigation for lost wetland functions and is anticipated to provide stream shading, flood flow attenuation, water quality, and general habitat functions.



Meadowbrook Marsh Park Destruction and Pollution

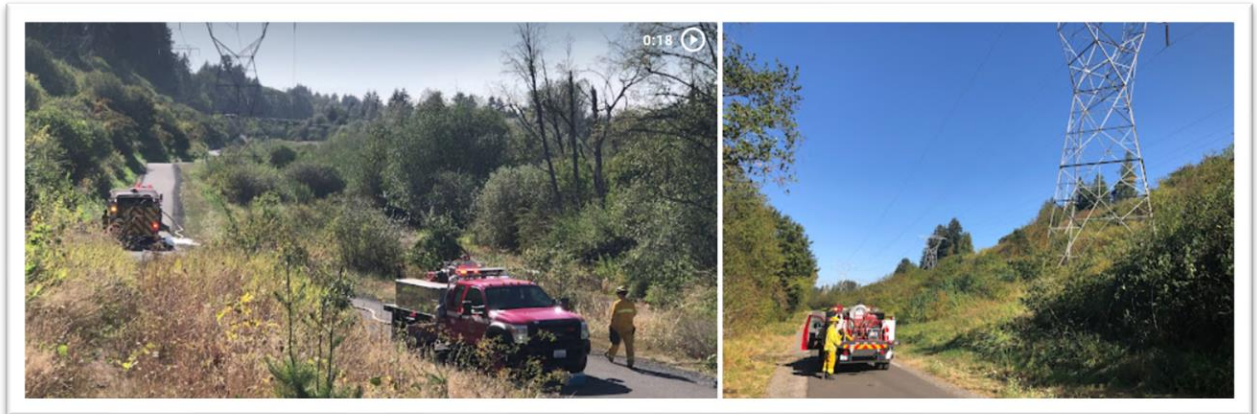


Continous Habitat lissues with FIREs over 6 years

[Fire in Anrold Park Mitigation Site](#)

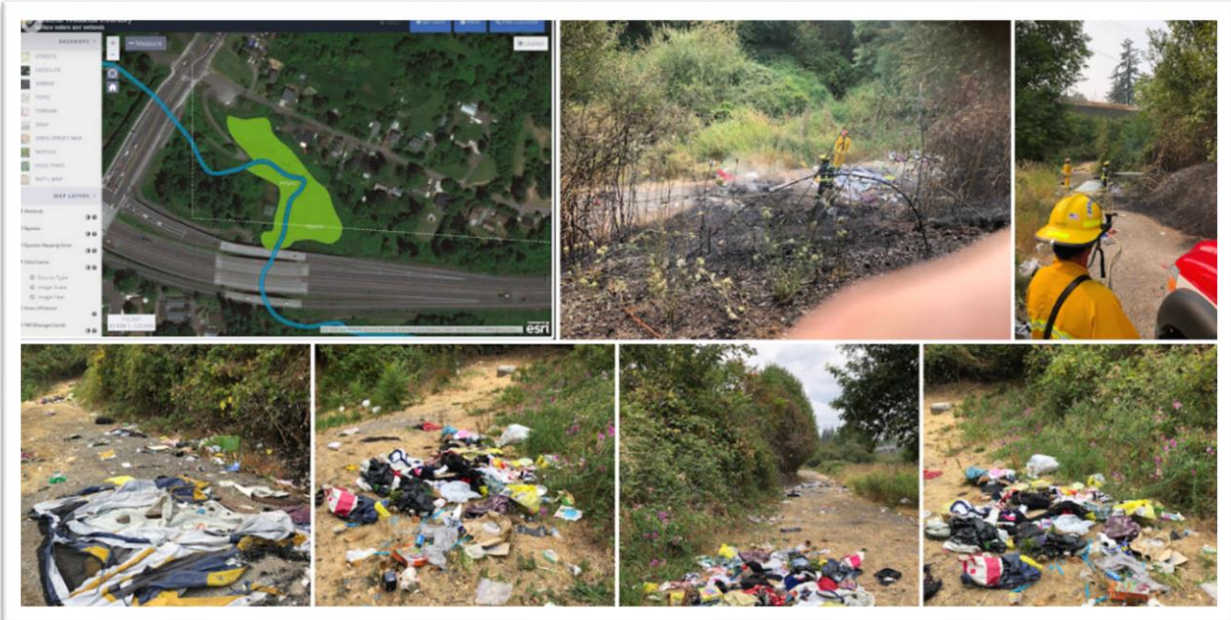


[Fire in Riparian Area](#)



Continous Habitat Problems with FIREs over 6 years (continued)

SR500 Wetlands Fire - Riparian area



SR500 Wetland Fire Riparian Area & Steep Slopes



Pollution from Potentially Harmful Materials Into BBC over 6 years

Chapter 14.26 WATER RESOURCES PROTECTION

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Potentially Harmful Material Pollution in Critical Area



Additional Fecal Matter pollution over 6 Years

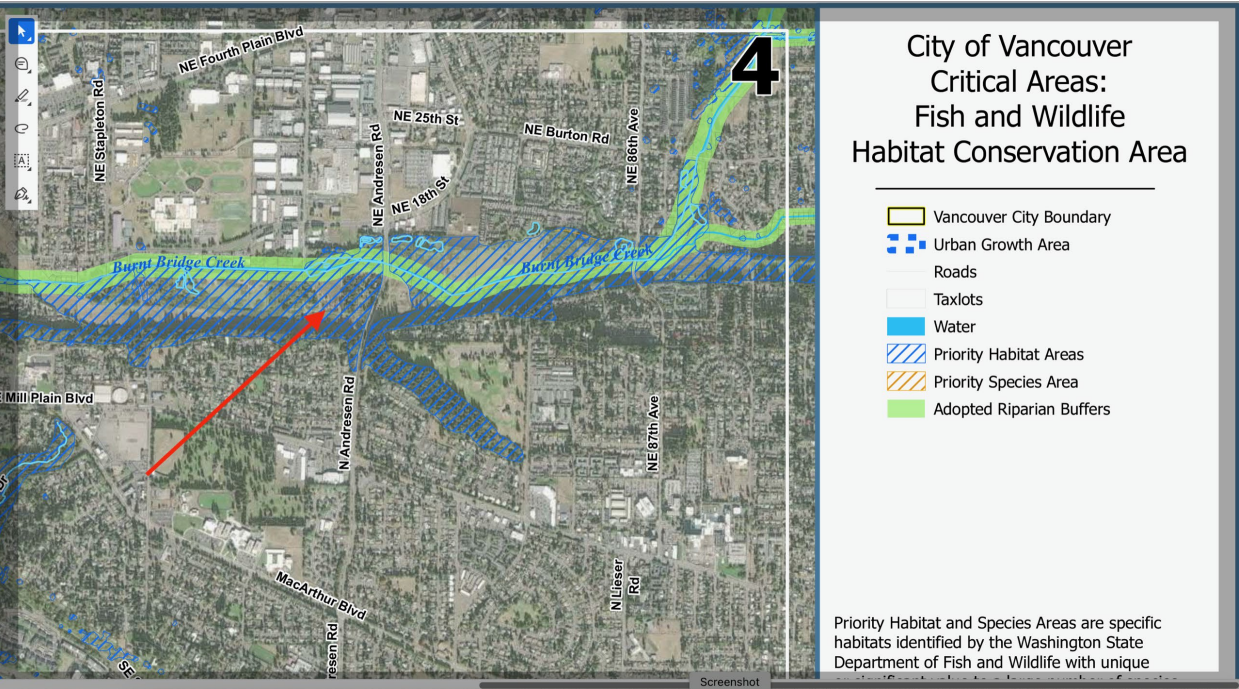
Continuous habitation has contributed additional Fecal Matter into the problem 303(d) Creek that already has problem with Fecal Coliform Bacteria. *(no links to additional pictures provided)*



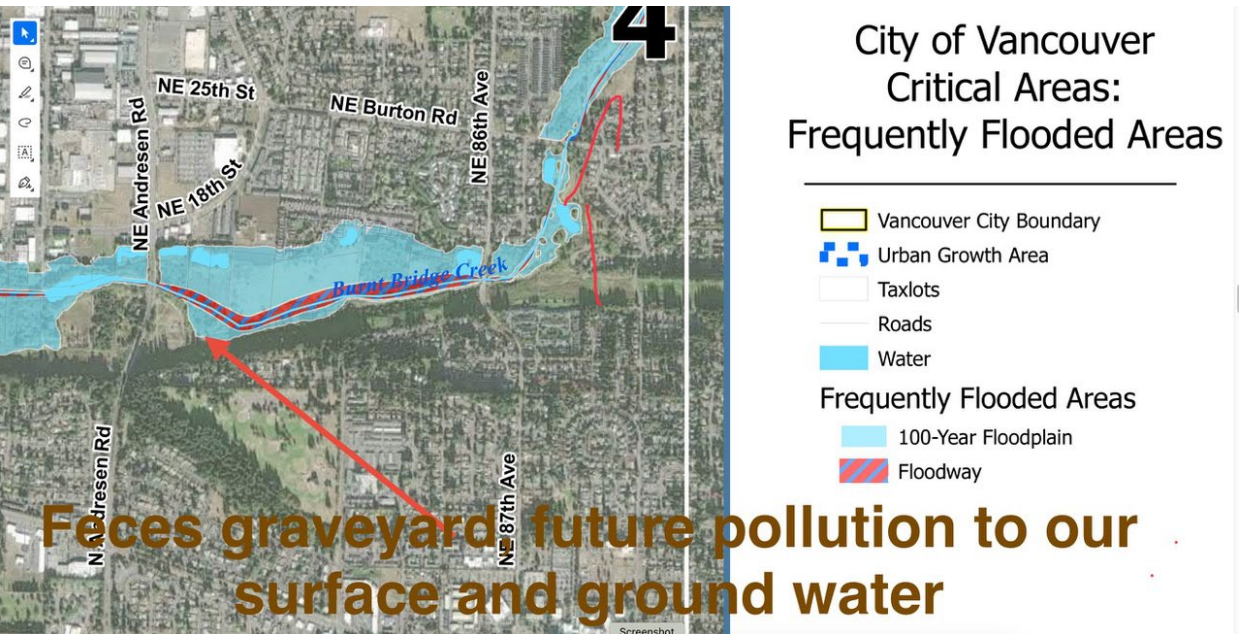
From: [PETER BRACCHI](#)
To: [City Council](#)
Subject: Council 12/9 15+ camps No Bathrooms in COV run Camp in Critical Areas Fish/Wildlife
Date: Monday, December 9, 2024 9:11:40 AM
Attachments: [Screenshot 2024-12-09 at 8.25.21 AM.png](#)
[BP1GczNW6cCEQmpd4rZ0RufuPdy-VIAL_3icyOIS-STay2Q87FFaWfM92wuY58zhfvcYw26K7nhw-cphmz40QNGdkRL8g67608IDxAcECQMTbgYb17=w600-h315-p-k.png](#)

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In the City Run Homeless camp on the West Side of Andresen Rd and BBC there is NO Bathroom
With the recent feces graveyard Event on the East side why does the City Not Supply Bathrooms on Both Side
There has been Two Fatal accident at the BBC Andresen Camp crossing area
15 plus Camps in Critical Area: Fish and Wildlife Habitat Conservation Area
See the Red Arrow



Fecces graveyard in Critical Area East side City run Camp





City of
Vancouver,
homeless
camp feces
graveyard

Frequently Flooded Area Camp with Feces
Problem Andresen Rd / GMA Critical Area 303d
List Burnt Bridge Creek
app.goo.gl

Mayor McEnerny-Ogle and City Council Members,

Thank you for taking public comment today. My name is Dylan DeLoe, and I'm a resident of Vancouver, living in the downtown area.

Reviewing today's agenda was quite the task in preparation for this public comment. And this may come as a surprise to hear, but I have quite a bit to be thankful for.

Between expanding wetland and riparian buffer zones, and taking necessary fiscal measures to address the crisis of homelessness, I'm largely proud of what is on the agenda today. I want our fish, wildlife and yes, humans to thrive here in Vancouver. I want our HART team to succeed in their mission to keep everyone safe, and allow those without shelter to live in the dignity so many people want to strip from them. I do just have a couple messages though.

Something that comes up in many staff reports on fees and taxes is the challenge that many of these taxes MAY end up being passed onto consumers. But "may" is the key word here. Many factors go into pricing models, way too many to cover in my testimony today. But for so long, in America, taxes have gone down for corporations and prices kept rising anyway. People are hurting, and the poor and working class rarely get a voice at the table. Taxing businesses rather than them is good. In the face of reinstated business taxes, I would challenge our local businesses to revel in the competition between one another and figure out creative ways to keep prices lower for end consumers than the other guys. After all, working people have no such recourse.

I encourage the city to revisit utility rates each year, as is on the agenda today, and for utilities to continue programs that ease up on the poorest consumers in the city.

And most importantly, while today's meeting has some great items on the agenda, I want the city council to keep in mind that your boldness is still required. Be even more bold as we're facing down two existential crises, concerning both income inequality and climate change. There are some people who are misled and misinformed, but the majority of people are too broken and too tired to learn all the ins and outs of the issues and engage at the city, state or federal level. I want you to keep their best interests in mind as we restore and protect our climate and environment, keep them in mind as you approach matters of labor, business and the economy. In all the ways you can, make this a system that works for the common person, rather than a privileged few.

I'll be watching and am happily willing to work with each of you in common cause. Thank you.

Staff Report: 260-24

To: Mayor and City Council
From: City Manager
Date: December 16, 2024

Subject

Bid Award - Office Furniture and Design Services - C-101822

Key Points

- Will provide furniture design standards that will be implemented citywide.
- It will provide furniture that is designed for optimal ergonomics.
- Overall, contract will allow the City to save money on its new office furniture purchases and replacements.

Strategic Plan Alignment

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

Present Situation

On July 5, the City of Vancouver issued an RFP for office furniture and design services to choose a preferred manufacturer and set the City's furniture design standards for future purchases of office furniture products. Our chosen preferred manufacturer is Miller Knoll, and Pacific WRO is the agency having the representation rights of our preferred manufacturer. This multi-year contract covers all office furniture needed by departments across the City – from chairs and desks to modular walls and collaborative spaces. This product (manufactured by MillerKnoll) will allow the City to meet the needs of all staff and will allow the City to implement furniture design standards. The new contract for office furniture will benefit the City of Vancouver in a number of ways:

- It will provide high-quality furniture, with flexible components, designed for optimal ergonomics.
- It will provide design standards that will be implemented citywide.
- It will provide increased access to replacement parts, maintenance and quality customer service.
- The products will be of higher quality and more durable, thus generating greater cost efficiency over the lifecycle of the furniture.

Overall, the contract will allow the City to save money on its new office furniture purchases and replacements. Sustainability considerations were also a top priority in the City's decision process. The chosen supplier had to demonstrate environmental responsibility. For example, in most cases, a substantial portion of the chair or desk will be made of recycled and recyclable materials.

The versatility of the various components will also allow for compact, reconfigurable layouts, as well as facilitate their reuse in the City or by the supplier.

We are requesting approval of this contract in an amount of \$5,000,000 over the life of the agreement. We will utilize this contract for furniture purchases for several upcoming capital projects including:

- 521 Chkalov
- 2 Fire Stations
- Public Works Operation Center
- Other replacement and reconfiguration projects across city facilities as needed

Advantage(s)

Design standards that will be used citywide to provide equity to all staff positions, sustainable product

Challenge(s)

None

Budget Impact

This is just the contract approval with the not-to-exceed threshold. Actual expenditures under this contract are subject to current and future budget appropriations approved by Council. There is currently no budget for furniture included in the 2025-26 Capital budget.

Prior Council Review

None

Action Requested

Approve the attached contract for office furniture and design services to HMI Oregon Dealership, Inc. (d/b/a Pacific WRO) for a five-year period beginning 1/1/2025.

Staff Contact

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

Attachments:

1. Contract



CITY OF VANCOUVER
PURCHASE AGREEMENT # C-101822
Office Furniture and Design Services

This agreement for the purchase of commodities (hereinafter referred to as the "Agreement") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (hereinafter referred to as the "City") and HMI Oregon Dealership Inc. DBA PacificWRO (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the "Parties" or individually as a "Party".

WHEREAS, the City desires to engage the Contractor to provide the commodities requested as described in this Agreement; and

WHEREAS, the City advertised and issued Request for Proposals, numbered 35-24 (hereinafter referred to as the "solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor to be capable of providing the required commodities; and

WHEREAS, the Contractor represents by entering into this Agreement that it is fully qualified to provide the commodities described herein and warranties and guarantees to the full satisfaction of the City.

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

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

The Contractor will provide comprehensive office furniture solutions from the City's preferred manufacturer, Herman Miller. Services will include design, delivery, installation, and maintenance services of Herman Miller solutions. The Contractor will be responsible for conducting a site visit at each project to assess the space and requirements, developing a design concept that meets the city's requirements and preferences, coordinating with the project manager to ensure that the design meets all relevant standards and specifications, and managing the project timeline and

budget.

- 2 TERM OF AGREEMENT:** The term of this Agreement shall commence on *January 1, 2025* and continue until *December 31, 2030 with the option for one five year extension*. The maximum term for this Agreement is 10 years.
- 3 ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.
- 4 GENERAL REQUIREMENTS:** The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Vancouver City Charter, the Vancouver Municipal Code (VMC), and ordinance of the City of Vancouver; and rules, regulations, orders, and directives of their respective administrative agencies and officers.
- 5 PURCHASE ORDER:** Purchases will be authorized via valid Purchase Orders. Purchases shall correspond with the Purchase Order; any unauthorized advance or excess order is returnable at Contractor's expense.
- 6 ORDER QUANTITY:** This is an as-needed Agreement; orders will be placed with Contractor via signed Purchase Orders on an as-needed basis. The City is not obligated to any minimum or maximum quantities under this Agreement.
- 7 PRICES:** The applicable percent discount set forth herein and must be valid for the first year of the contract. Increases to the discount may be submitted at the anniversary of the contract. Reduction of the discount offered will not be accepted.
- 8 E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.

- 9. SCHEDULE:** Unless the City requests a change in schedule, the Contractor shall deliver the required commodities and any associated services by the "Delivery Date" stated on the signed purchase order.

In the event that the equipment and related services are not provided and/or delivered in timelines specified in the Purchase Order, the City reserves the right to reject the product and service and cancel the Purchase Order in its entirety. The City shall bear zero expense due to this breach.

- 10. DELIVERY:** All costs referenced must be F.O.B. Vancouver, Washington, Prepaid and Allowed (freight included in the cost), prepaid with all transportation and handling charges paid by the Contractor. Responsibility and risk of loss or damage shall remain with the Contractor until final inspection and acceptance when responsibility shall pass to the City except as to latent defects, fraud, and the Contractor's warranty obligations.

- 11. PAYMENT:** Invoices will be paid at net thirty days after the City's receipt and acceptance of the completed commodities and associated services, provided that all appropriate information has been listed on the invoice and necessary forms have been submitted. Payment periods may be computed from either the date of delivery of all materials ordered, the completion of all services, or the date of receipt of a correct invoice, or the date the invoice is received, whichever date is later. No payment shall be due prior to the City's receipt and acceptance of the materials identified in the invoice thereof.

- 12. TAXES:** The Contractors shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Agreement; taxes levied on its property, equipment, and improvements; and taxes on the Contractor's interest in this Agreement, provided, however, that any taxes that apply directly to the sale, such as a state or local sales tax, shall be added to the purchase price set forth in the Purchase Order.

- 13. ADJUSTMENTS:** The City at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.
- 14. ASSIGNMENT:** This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party.
- 15. WAIVER:** The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.
- 16. RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing services for the City and are not employees of the City. The Contractors and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
- 17. OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this 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 the 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 the Contractor.
- 18. PROPRIETARY AND CONFIDENTIAL INFORMATION:** The Parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractors 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 information that the Contractors has marked as "Proprietary and Confidential" the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five business

days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.

19. WARRANTIES: All products and related services, except as specified below, shall be warranted against faulty workmanship and materials by the Contractor for a minimum period of one year from the date of acceptance by the City. Warranty shall include all costs incurred for repair or replacement that which is damaged by misuse or abuse. This one-year warranty shall in no way affect normal extended or manufacturer's warranty exceeding this one-year period. Contractor warrants that all goods and services furnished under this Agreement are new, conform strictly to the specification herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all good are properly packaged, and all appropriate instructions or warnings are supplied. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Agreement.

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

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

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

22. OPPORTUNITY TO CURE: The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), but providing a "Notice to Cure" to the Contractor setting forth the remedies sought by the City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction to

breach or default of any of the terms, covenants, or conditions of this Agreement within the time stated, the City shall have the right to terminate the Agreement with out any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Agreement for convenience.

23. 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.

24. CITY BUSINESS AND OCCUPATION LICENSE: The Contractor, at no expense to the City, shall be responsible to obtain all necessary licenses, permits, and similar legal authorizations required to perform the work associated with this Agreement. The Contractor will be required to hold a city business license if working within Vancouver city limits. The Contractor shall apply for city license via the Sate of Washington Department of Revenue (DOR), Business Licensing Services (BLS), at <https://secure.dor.wa.gov/>. For application assistance contact DOR BLS at 360-705-6741. For more information about city business license regulations and fees, see www.cityofvancouver.us/businesslicense or call 360-487-8410, option 3.

25. 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 judgements, 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 the Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the worker's compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City an 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 the Contractor proved the broadest scope of indemnity permitted by RCW 4.24.115. The Contractor is an independent contractor and responsible for the safety of its employees.

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

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

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability	
Policy shall include Bodily injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, hired, and/or non-owned vehicles used in performance of the services required under this agreement.	
Combined Single Limit	\$1,000,000
III. Worker's Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

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

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

- b. Either the Commercial General Liability or the Worker's Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must be indicated on the certificate.
- c. Employment Security – The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger - This insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

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

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

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

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

For the Contractor:
 Anthony Pepe
 HMI Oregon Dealership Inc. dba
 PacificWRO
 825 NE Multnomah St., Ste. 279
 Portland, OR 97232
 Email: anthony_pepe@pacificwro.com

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

28. AMENDMENTS: All changes to this Agreement, including changes to the statement of work and compensation sections, must be made by written amendment and signed by all Parties to this agreement.

- 29. 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 the is Agreement.
- 30. RATIFICATION:** Acts pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.
- 31. 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 laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.
- 32. COOPERATIVE PURCHASING:** The Washington State Interlocal 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 Agreement at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under this Agreement file a copy of this invitation and Agreement in accordance with RCW 39.34.040.
- 33. DEBARMENT:** The Contractor certifies 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 agency.
- 34. NONDISCRIMINATION:** During the term of this Agreement, the Contractor agrees as follows: The Contractor will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment adverting

layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 35. BIND EFFECT:** The provisions, covenants, and conditions in this Agreement apply to bind the Parties, their legal heirs, representatives, successors, and assigns.
- 36. REMEDIES CUMULATIVE:** Remedies under this Agreement are cumulative; the use of one remedy shall not be taken or exclude or waive the right to use another.
- 37. SEVERABILITY:** Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions, unless the result of the same would clearly be contrary to the overall intent of the Parties in entering into this Agreement.

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

HMI Oregon Dealership Inc. dba
PacificWRO

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Staff Report: 261-24

To: Mayor and City Council
From: City Manager
Date: December 16, 2024

Subject

Bid Award - Agreement Between the City of Vancouver and Scott Edwards Architecture for Architectural Services for the Bridge Shelter - C-101824

Key Points

- The City is in a homeless emergency, declared November 3, 2023.
- The City is considering the property at 5313 NE 94th Ave. for the location of the Bridge Shelter. The site was formerly the home of Naydenov Gymnastics fun center.
- The Bridge Shelter project is budgeted at \$16 million, assuming ~\$6.5 million for the property and ~\$9.5 million for the design and construction.
- The Bridge Shelter will be designed to maximize the capacity within the set budget – up to 150-person capacity.
- The shelter will be developed with an expected 20-year lifespan.
- If approved, City Council's action would authorize the execution of a design contract for \$1,273,504.

Strategic Plan Alignment

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

Present Situation

On November 6, 2023 multiple emergency orders were ratified by Vancouver City Council to address the critical health and safety issues associated with chronic unsheltered homelessness. Following this ratification, the City adopted a Homelessness Emergency Action Plan, which identified the establishment of a bridge shelter as a critical component of Vancouver's comprehensive strategy to address homelessness and its impacts.

This shelter is planned to be low-barrier emergency housing, providing those experiencing homelessness with a safe and supportive place to stay as they “bridge” between living outside and the next step on their journey to permanent housing. This interim/emergency housing will play a crucial role in providing immediate safety and support to individuals experiencing homelessness.

- The City has identified a potential location for this shelter at 5313 NE 94th Ave. and is in process to confirm the location.
- The City has contracted with Do Good Multnomah, the future facility operator, to consult with the design team during the facility design process.
- The total Project Budget is \$16 million, assuming ~\$6.5 million for the property and ~\$9.5 million for design and construction.
- The facility design will maximize the opening-day capacity (up to 150) within the project budget and, if less than 150, will provide design alternates to achieve a 150-person capacity.

- Time is of the essence and the project team is directed to expedite the design and construction process.

On August 28, 2024, the City of Vancouver released a Request for Qualifications for the design team (RFQ 49-24). On October 9, 2024, The City received five (5) qualification statements. The qualification statements were evaluated based on project approach and understanding as well as capabilities and qualifications. The review panel met and the consensus of the review panel was to select Scott Edwards Architecture (SEA) for the project and award on (1) contract with the expectation to complete work within schedule and budget. The costs for the scope of work by SEA is \$1,273,504.

Advantage(s)

1. The development of the Bridge Shelter will help advance the City's strategic plan – reducing the number of individuals without shelter and moving unsheltered homeless from the public rights-of-way.
2. The Bridge Shelter will help the chronically homeless move to permanent housing.
3. The Bridge Shelter will help alleviate the strain on the homeless crisis response system and reduce demands on emergency services.

Challenge(s)

1. Failure to approve would maintain the current gap in services and would keep many of the chronically homeless population without options to move off the street and get on a path to permanent housing.
2. Failure to approve would maintain the current strain on the emergency systems and keep the homeless population competing for use of the public right-of-way.

Budget Impact

The capital and operating budgets for the Bridge Shelter are in the 2025-2026 biennial budget. The design contract of \$1,273,504 is within budget and within norms.

Prior Council Review

- On November 6, 2023, [City Council ratified Emergency Orders 2023-01, 2023,-02 and 2023-03](#).
- Since the ratification of the emergency orders, the Homeless Response Manager has been presenting monthly Homeless Emergency Situation Reports.
- 2025-2026 City of Vancouver Biennial Operating and Capital Budget discussions.

Action Requested

Professional Services Contract approval

Staff Contact

John Kearns, Capital Projects Project Manager, Kevin.Kearns@cityofvancouver.us

Attachments:

1. Contract



**CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-101824**

DESIGN AND ENGINEERING SERVICES FOR THE BRIDGE SHELTER

This Services Agreement (the "Agreement"), effective on the date last signed below (the "Effective Date") is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (the "City") and Scott Edwards Architecture a Partnership entity organized under the laws of the State of Oregon (the "Contractor"). The City and Contractor are collectively referred to as the "Parties" or individually as a "Party".

RECITALS

- A. The City desires to engage the Contractor to perform Services as described in this Agreement; and
- B. The City advertised and issued a request for proposals, numbered 49-24 (the "Solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor capable of performing the required Services.

AGREEMENT

In consideration of the terms and conditions in this Agreement, the Parties agree as follows:

- 1. SCOPE OF SERVICES:** The Contractor agrees to provide the City with all services and materials provided in the Scope of Services, attached as Exhibit "A", and in the City's Solicitation, if any, and the Contractor's responsive proposal to the City's Solicitation, if any (the "Services"). Contractor shall obtain City Project Manager's written approval prior to starting the Services.
- 2. COMPENSATION:** Payment to the Contractor for the Services described in this Agreement shall not exceed \$ 1,273,504.00 USD.

This payment shall be the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services. And it shall not be exceeded without the City's prior written authorization in the form

of a negotiated and executed amendment. Contractor agrees this compensation is adequate and sufficient for the timely provision of all Services under this Agreement.

City will limit compensation to the amount specified for each specific task and/or sub-task, unless amended in writing. Contractor shall complete the Services stated within the number of hours identified for each task, and/or sub-task, or for the lump sum amount associated with a task. If compensation is made on an hourly basis and the Services require fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If Contractor underestimated the number of hours required to perform the Services, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of services requested by City. All Deliverables (as defined in Section 8) must be acceptable to City in its sole discretion.

City will reimburse Contractor for the following travel expenses identified in its proposal upon submission of receipts to City: airfare, mileage at the approved IRS rate and lodging at the U.S. General Services Administration rates. For the avoidance of doubt, City will not reimburse Contractor wages incurred during travel time.

3. **PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, from the previous month. Invoices must be submitted to the Project Manager, PM Name, by email to first.last@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, PM Name, PO Box 1995, Vancouver, WA 98668.

City shall pay Contractor within 30 days of receipt of Contractor's invoice. *The City will pay Contractor pursuant to Exhibit "B."* The City may correct any invoice overpaid in error.

During the life of this Agreement, 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 supported by the Consumer Price Index for the Seattle-Tacoma-Bellevue area for the previous four quarters. 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.

The Parties agree that any amount paid in error by City does not alter the fee schedule. City's contract/purchase order (PO) number on the notice to proceed must be referenced on any invoice submitted for payment.

- 4. TERM OF AGREEMENT:** The term of this Agreement begins on the Effective Date and continues until December 31, 2026. The Parties may agree in writing to renew the Agreement up to 2 additional years. However, the total term, including any renewal(s), shall not exceed five years. The term and any renewal term are collectively the "Term."

5. CITY DATA; DATA SECURITY

5.1 City Data. Contractor may obtain and process City Data in connection with the Services. "City Data" means the data City provides to Contractor in connection with the receipt of the Services and any data generated by Contractor in connection with providing the Services to City. City owns all City Data. City licenses City Data to Contractor solely for the purposes of providing the Services to City or improving the Services for City. Contractor shall not use City Data for any other purpose, including as artificial intelligence training data. Contractor acknowledges that compliance with Applicable Laws under Section 31 of the Agreement includes compliance with all applicable federal, state, and local data protection laws in its provision of the Services.

5.2 Data Security. If Contractor maintains City Data on Contractor systems, it will comply with the following data security requirements.

5.2.1 Security Practices. Contractor shall develop, implement, and maintain appropriate administrative, physical, and technical safeguards that are designed to ensure the confidentiality, integrity and availability of City Data. Contractor will enact safeguards that are compliant with industry best practices for the specific City Data obtained by Contractor in connection with the Services.

5.2.2 Location of City Data. Contractor shall maintain City Data solely in data centers located in the United States.

5.2.3 Security Breaches. A "Security Breach" is any suspected or actual unauthorized access to or use of City Data in Contractor's possession.

- a. Notice. Contractor will notify City within 24 hours of any Security Breach. Notice will include details regarding the Security Breach including impacted parties, specific data, and mitigation. Contractor will call 360.487.8888 (if after hours, follow prompt to connect to on-call personnel); email City with a read receipt to help.desk@cityofvancouver.us; and email to the City personnel contact for the Agreement.
- b. Coordination. Immediately after Contractor provides notification of a Security Breach, the Parties will begin working together to contain, mitigate, investigate, respond to and remediate the Security Breach. Contractor will cooperate with all City requests in relation to the Security Breach in compliance with Applicable Law.
- c. Root Cause Analysis. As soon as possible following the Security Breach, Contractor will complete a root cause analysis and will provide a plan to City for remediation and prevention.
- d. Third-Party Notice. Contractor will work together with City to ensure compliance with RCW 19.255.010 if necessary and will make no statement or send notice to any third party regarding the Security Breach without City's prior written consent.
- e. Costs. In addition to its indemnification obligations, Contractor will reimburse City for all costs City incurs associated with any Security Breach, including forensic investigation, costs of providing notice to impacted parties, call centers and credit monitoring as applicable. Contractor will pay or reimburse City for all regulatory fines and other legal costs the City incurs associated with the Security Breach.

6. DELIVERABLES - INTELLECTUAL PROPERTY Contractor may create documents or other work product in connection with providing the Services ("Deliverables"). Contractor assigns and will assign to City all right, title, and interest in and to any Deliverables it creates in connection with providing the Services. Contractor may retain a copy of any Deliverable for its internal business purposes. Contractor's know-how, methodologies and processes are Contractor intellectual property. Contractor grants City a perpetual, irrevocable, royalty-free, worldwide license to use all Contractor intellectual property in connection with the Deliverables for any City purpose.

7. AUDIT RIGHTS: Contractor shall maintain records of all matters related to this Agreement in accordance with generally accepted accounting principles. Contractor shall provide the records to City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as City designates.

8. PUBLIC DISCLOSURE COMPLIANCE: Records relating to Agreement are subject to the following:

8.1 Confidential Information. Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW (“PRA”). City may be required to disclose this Agreement or related records, including records in Contractor’s possession, pursuant to a public disclosure request. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.

8.2 Public Disclosure Compliance. City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.

8.3 Subpoenas. If either Party receives a subpoena requiring the disclosure of the other Party’s information, that Party will notify the other party and provide a reasonable time for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from disclosing the subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.

8.4 City Data Confidentiality. Notwithstanding Section 8.1-3, Contractor will maintain the confidentiality of all City Data in its possession in conformance with Section 8.

9. STANDARD OF CARE: Contractor shall exercise the degree of skill and diligence normally employed by consultants in the same industry, performing the same or similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

10. DISPUTE RESOLUTION: City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.

- 11. TERMINATION FOR CONVENIENCE:** City may terminate this Agreement at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.
- 12. TERMINATION FOR MATERIAL BREACH:** If Contractor materially breaches by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule, or ordinance applicable to this Agreement, or becomes insolvent or declares bankruptcy, or makes an assignment for the benefit of creditors. Contractor shall not be entitled to receive any further payments under the Agreement until the Services are completed to City's satisfaction. City may provide Contractor a cure period in its sole discretion or may terminate the Agreement and, at City's option, obtain performance of the Services elsewhere.
- 13. INDEMNIFICATION:** Contractor shall indemnify, defend, and hold harmless City and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any claim, liability, loss, cost, expense, suit, and damages, including attorney's fees and consulting fees relating to (a) a third party claim for intellectual property infringement relating to the Contractor's Services or the Deliverables; (b) Contractor's negligence or willful misconduct; (c) Contractor's material breach of the Agreement; (d) Contractor's non-compliance with applicable law; (e) a third-party Washington Public Records Act claim involving Contractor information; and (f) Contractor's court action to enjoin release of Contractor information under the Washington Public Records Act.

City will promptly notify Contractor of a claim under this Section 13 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing.

Solely for negligence indemnification claims under (b) above, if Contractor is providing architectural, landscape architectural, engineering, or land surveying services as the Services under this Agreement, and Contractor and City are concurrently negligent, then Contractor will be required to indemnify City only to the extent of Contractor's negligence and will have no obligation to indemnify City for City's sole negligence, pursuant to RCW 4.24.115.

If Contractor or Contractor's employee is a licensed architect, professional engineer, land surveyor, or landscape architect and the Services are related to a construction project, Contractor expressly waives its industrial insurance immunity under the Washington Industrial Insurance Act Title 51 RCW. Contractor acknowledges this waiver has been mutually negotiated and the Parties desire to incorporate this waiver pursuant to RCW 4.24.115(1)(b).

- 14. INSURANCE:** Contractor shall maintain liability insurance for all claims for damages to the City, persons or property that arise from Contractor's performance during the Term of this Agreement.

Contractor shall maintain the following insurance coverage.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles arising from the performance of this Agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
IV. Umbrella Liability	
	\$5,000,000
V. Professional Liability	
Policy shall include coverage for all claims for damages to person or property arising from the performance of this Agreement.	\$5,000,000

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

- a. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.
- b. Coverage Trigger - Contractor's insurance must be on an "occurrence" basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.
- c. Additional Insured Requirement - The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- d. Certificates - The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

15. RELATIONSHIP OF THE PARTIES. The relationship of the Parties under this Agreement is that of independent contractors. Contractor is solely responsible for the manner, method, and means of providing the Services. Contractor and its employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Contractor will pay all Contractor personnel and pay all taxes, contributions, and benefits that may be required related to its personnel. Neither Party may bind the other except as expressly stated in this Agreement.

16. SUBCONTRACTING: Contractor may subcontract for Services with City's prior written approval in its sole discretion. Contractor is solely responsible for its subcontractors' compliance with this Agreement and will pass through the terms of this Agreement to all subcontractors.

- 17. COMPLIANCE WITH APPLICABLE LAW:** Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations (“Applicable Laws”). Contractor shall modify the Services as necessary to comply with Applicable Laws.
- 18. E-VERIFY:** Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any subcontractors assigned to perform Services under this Agreement are eligible to work in the United States. Contractor shall provide compliance verification upon City’s request.
- 19. TITLE VI COMPLIANCE:** Depending on the Services Contractor provides, the City may use federal funds to compensate Contractor. If federal funds are used, the City, Contractor, and any approved subcontractor must comply with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) (CRA) and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28 (1988) (CRRRA). Contractor must confirm with City whether Title VI is applicable under this Agreement.
- 20. EQUAL EMPLOYMENT OPPORTUNITY:** The City is an equal opportunity employer. Contractor shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, citizenship or immigration status, age (40 or older), the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, genetic information, honorably discharged veteran or military status, or any other class protected by federal, state, or local employment discrimination laws.
- 21. ANTI-KICKBACK.** City officers and employees shall not have or acquire an interest in the Agreement or solicit, accept, or give any item of value from a person or entity with an interest in this Agreement.
- 22. PERMITS, LICENSES, AND CERTIFICATIONS.** Contractor is solely responsible for any license, permit or certificate that may be required by any federal, state or local law in connection with the performance of Contractor’s obligations under this Agreement, including any business license. Contractor may contact the State of Washington Business License Service (BLS) at: 800-451-7985,

www.bls.dor.wa.gov/cities/vancouver.aspx or visit the City's website found at www.cityofvancouver.us/businesslicense for assistance with the determination.

23. COOPERATIVE PURCHASING: The Washington State Interlocal Cooperation Act, chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By executing this Agreement, Contractor agrees that other public agencies may purchase goods and services under this Agreement at their own cost. City will have no liability or obligation related to Contractor related to that separate agency agreement. Therefore, City agrees to allow other public agencies to purchase services under this Agreement so long as City is not held financially or legally liable for any separate agency services received pursuant to the Agreement, and that any public agency purchasing under this Agreement file a copy of it in accordance with RCW 39.34.040.

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

25. NOTICES: All notices will be hand delivered, certified mail, or sent by electronic mail if agreed by the Parties. Notice will be effective when received if hand delivered, on the delivery date if certified mail, or when an email is sent. Notice must be addressed to the Parties at:

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

For the Contractor:
Hayley Purdy
Scott Edwards Architecture
2525 E Burnside St
Portland, OR 97214
Email: hpurdy@seallp.com

Either Party may update its address for notice by giving written notice to the other Party.

26. ASSIGNMENT. Contractor shall not assign this Agreement without the express written consent of City. Any assignment in violation of this subsection is void. All terms of this Agreement are binding on any assignee.

- 27. ORDER OF PRECEDENCE:** If there is a conflict between the terms of any document, the order of precedence is as follows: Amendments to this Agreement; this Agreement; Contractor's responsive proposal to City's solicitation; and City's solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.
- 28. SURVIVAL.** Sections 15 - 35 will survive any termination of this Agreement.
- 29. WAIVER.** A Party's waiver of any term of this Agreement must be in writing and signed by the Party waiving compliance.
- 30. THIRD PARTY BENEFICIARIES.** There are no third-party beneficiaries under this Agreement.
- 31. GOVERNING LAW:** This Agreement is governed by the laws of the State of Washington without regard to its conflicts of laws provisions. Venue for any action arising under this Agreement will be the state or federal courts for Clark County, Washington. The Parties waive any claim of inconvenient forum.
- 32. SEVERABILITY.** If a court with jurisdiction over the matter determines any clause of this Agreement is unenforceable, it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible, the Court shall strike the clause and the remainder of the Agreement will remain in full force and effect.
- 33. AMENDMENTS:** Any amendments to this Agreement must be in writing and signed by all Parties to this Agreement.
- 34. ENTIRE AGREEMENT:** This Agreement, together with any amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.
- 35. COUNTERPARTS.** This Agreement may be signed in counterparts. Each counterpart will be deemed an original and together the separate parts will form one Agreement.

City and Contractor enter the Agreement as of the Effective Date.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Scott Edwards Architecture

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

EXHIBIT “A”: Scope of Work

This contract is for the design, coordination, and engineering for a new Bridge Shelter facility, with corresponding planning, site design, and operations considerations for the City of Vancouver and their Operations Partner.

PHASE ONE: CONCEPTUAL DESIGN

A. Project Orientation

1. Collaboration with the project team and Owner to determine roles and responsibilities, lines of communication and confirm the decision-making process. Define key Stakeholders like user groups, service providers and operator. Confirm roles and responsibilities.
2. Define project goals and guiding values for the project. Establish what a successful project will include.
3. Refine and further develop the work plan and schedule. Understand the budget and establish target value design components.

B. Site Review

1. Due diligence and research to understand the site. Design Team to attend a site and neighborhood visit, noting design opportunities and limitations.
2. Gather information, this may include optional services such as land survey, geotechnical report, traffic modeling and archaeological and cultural resource evaluations.
3. Develop site improvement plan including approach to stormwater management, vehicular access and parking.

C. Pre-Planning

1. Meet with the Owner and Stakeholders to learn about desired spaces, their functions and aspirations.
2. Tour (2-3) existing facilities of similar scale or capacity for group understanding and shared goals.
3. Conduct space programming work sessions with the team to establish current and future needs for the entire site. Consider adjacencies, size requirements, technology, acoustics, security, accessibility and other specialty considerations. Classify space by public, semiprivate and private use.
4. Coordinate with the Owner and their teams to ensure all technology, facilities and maintenance needs are identified and understood.
5. Conduct research on building construction typologies, associated costs, lead times, construction timelines, advantages and disadvantages.
6. Review site safety and security concerns with the team.

- D. Establish project sustainability opportunities and to gain an understanding of the project's opportunities.
 - 1. Scope includes up to (1) meeting with the Owner and Key Stakeholders for this discussion, which will be a starting point for site and design studies.
- E. Conceptual Design
 - 1. Design Team to develop up to 3 shelter and site conceptual options including management analysis, phasing recommendations, building construction types, construction schedules, options for capacity, considerations for future growth opportunities, considerations for additional programming, resiliency, considerations for temporary and permanent structures, timetables, and cost estimates with costs for each concept.
 - 2. Draft options will be reviewed with Project Team in work session format. Critical program elements to be documented and prioritized so they can be reviewed and evaluated through in later project phases.
 - 3. Revised selected options to be updated based on feedback from the Project Team.
 - 4. Design Team to produce final Concept Design and Cost Estimate Report in both hard copy and digital format.
- F. Land Surveying
 - 1. Topographic Survey: Survey Project Setup, Control Survey, Boundary Retracement, Topographic Survey
 - 2. Record of Survey: This survey will provide a record on file, available to the public in the Clark County Surveyor's Office of a Surveyor's opinion of the Subject Property's boundary.
- G. Geotechnical Engineering
 - 1. Provide geotechnical design and construction recommendations for the proposed site improvements.
 - 2. Coordinate and manage the field exploration program and complete the following explorations at the site: One drilled boring to a depth of up to 40 feet BGS, Two drilled borings to depths up to 15 feet BGS.
 - 3. Additional services include: Observe subsurface conditions, complete up to two infiltration tests, Install a vibrating wire piezometer in the deep boring to determine groundwater levels over the wet season, Travel to the site once a month to collect groundwater measurements over the wet season, Perform geotechnical laboratory testing on select soil samples.
 - 4. Prepare a geotechnical report.
- H. Traffic Engineering & Modeling
 - 1. Phase 1: Final Technical Memorandum: Transportation Analysis Methodology, Site Access and Parking.

I. Cost Estimates

1. Work sessions and assistance in developing Target Value Design Components and understanding the project budget.
2. Develop an estimate of probable construction cost for up to three schemes.
3. Develop project soft costs for each concept. Owner input must be provided to be accurate for total project costs.

Deliverables: Project directory, project goals, work plan, schedule, sustainability opportunities, site report, program requirements, standards report, concept designs (3), and associated cost estimates.

PHASE TWO: SCHEMATIC DESIGN

A. Project Design

1. Based on the approved conceptual design option and team decisions made during the previous the phase, SEA and our team will further develop the design.
2. Utilize the decision-making process to select the “best fit” preferred building system and approach.
3. Review schematic detailing for design options and evaluate pros and cons for each.
4. Discuss potential cost implications of design options.
5. Identify critical items that are essential to project success, provide appropriate escalation within the budget to hold adequate contingency for these items.

B. Meetings

1. Weekly Owner Architect meetings and design meetings with the Owner as required.

C. Apply and Submit for Pre-Application Meeting with the City of Vancouver.

1. Scope of service includes preparation of application, narrative, questions, and a site plan.
2. Meeting may be held during the Design Development phase.

D. Sustainability Workshop to set sustainability goals, establish and prioritize strategies.

1. Establish energy performance and carbon emissions benchmarks and set reduction goals realistic for project to achieve.
2. Discuss opportunities for resiliency, water use efficiency, indoor air quality, and occupant health and well-being on the project.

E. Consultant Coordination

1. Structural Engineering

- i. Confirms requirements for the structural systems.
- ii. Prepares preliminary structural analysis of the selected structural systems

2. Civil Engineering
 - i. Site Grading and Erosion Control
 - ii. Site Water System Preliminary Design
 - iii. Site Sanitary Sewer System Preliminary Design
 - iv. Site Drainage Preliminary Design
 - v. Public Street Improvements Preliminary Design
 - vi. Agency Coordination
3. Land Use and Civil Review
 - i. Attend Pre-App Meeting.
4. Landscape Architecture
 - i. Zoning and Code Research
5. Acoustic Engineering
 - i. Develop initial concepts of the acoustical design.
 - ii. Prepare criteria for the acoustical environment.
 - iii. Prepare an Acoustical Guideline Document and drawing mark-up with findings and guidelines.
6. Mechanical, Electrical, Plumbing, Lighting, Technology, and Fire Life Safety
 - i. Conduct preliminary studies and analysis for selection of 2 MEP systems and their space requirements.
 - ii. Make recommendations for efficient systems based on past project experience and prior studies.
 - iii. Conduct preliminary review with authorities to ascertain utility services.

F. Design Drawing Package.

1. Site Plans, Floor Plans, and Building Elevations.

G. Design Narratives.

1. Architectural Narrative
2. MEP Concept Narrative
3. Structural Narrative
4. Landscape Narrative
5. Acoustic Narrative
6. Civil Narrative

Deliverables: Schematic Design Package, Pre-App Submittal

PHASE TWO: DESIGN DEVELOPMENT

A. Project Design

1. Develop building systems.

B. Meetings

1. Review progress with staff and stakeholders in Weekly Owner Architect meetings and design meetings with the Owner as required.

C. Consultant Coordination

1. Structural Engineering

- i. DD-level analysis of the gravity and lateral systems
 - ii. Develops structural specifications.
 - iii. Prepares structural calculations.
 - iv. DD documents are prepared with REVIT and delivered in pdf format.
 - 2. Civil Engineering
 - i. Site Grading and Erosion Control Design
 - ii. Site Water System Design
 - iii. Site Sanitary Sewer System Design
 - iv. Site Drainage Design and Reports
 - v. Department of Ecology Stormwater Permitting
 - vi. Public Street Improvements Design
 - vii. Agency Coordination
 - 3. Landscape Architecture
 - i. Landscape Materials & Layout Plan
 - ii. Planting Plan (Planting Zones, Plant Lists and Tree Placement)
 - 4. Acoustic Engineering
 - i. Identify expected interior noise isolation levels between critical adjacent spaces. Develop interior noise isolation recommendations to meet the design criteria.
 - ii. Prepare and submit drawing and specification markups with our findings and recommendations for noise isolation.
 - 5. Mechanical, Electrical, Plumbing, Lighting, Technology
 - i. Select one system from those studied during the Schematic Design phase.
 - ii. Develop system space requirements.
 - iii. Develop system calculations.
 - iv. Define project system components, including equipment, locations, main routings, details, diagrams.
 - 6. Energy Modeling
 - i. Building Energy Performance Modeling: This item is for Total Building Energy Performance Modeling using eQUEST in compliance with the applicable Energy Code. The model allows reviewing the cost-effectiveness and energy use reduction of total building performance as well as each system separately.
- D. Cost Estimating: Design Development
- 1. Pricing of 3-5 CSA alternates is included within the fees for this phase.
 - 2. Pricing of 1-2 MEPF alternates is included within the fees for this phase.
 - 3. Update the project soft costs. Owner input/updates must be provided for total project costs to be accurate.
 - 4. Prepare evaluation and comparison to Target Value Design Components developed in Phase 1 – Concept design.
- E. Design Drawing Package
- 1. Architectural Drawings

- i. Floor Plans, unit plans, reflected ceiling plans, including appliance and furniture layouts
 - ii. Site Plan
 - iii. Exterior elevations, building sections and wall sections
 - iv. Building assemblies and enclosure Systems
 - v. Code analysis and fire life safety
 - vi. Assembly Details
 - 2. Civil Drawings
 - 3. Landscape Drawings
 - 4. Structural Drawings
 - 5. Mechanical, Electrical, Plumbing Drawings
 - 6. Low Voltage Drawings
- F. Specifications
- 1. Architectural Specifications Draft
 - 2. MEP Design/Build Performance Based Specifications Draft

Deliverables: Design Development Package

PHASE TWO: LAND USE REVIEW

- A. Pre-App Meeting.
- 1. This scope is provided during the Schematic Design phase.
- B. Engineering Review.
- 1. This scope is provided during the Design Development phase.
 - 2. This submission will utilize the City of Vancouver's Streamline Review Process, which includes Land Use Review.
- C. Land Use Review.
- 1. This scope is provided during the Design Development phase.
 - 2. This submission will utilize the City of Vancouver's Streamline Review Process, which includes Civil Review.
- D. Archaeological Services and Cultural Resources Evaluation
- 1. Background research to establish environmental, archaeological, ethnographic, and historical context for the project area.
 - 2. Conducting a cultural resources survey of the project area. It will consist of: a systematic pedestrian survey, a targeted subsurface investigation.
 - 3. Technical report.
- E. Traffic Engineering & Modeling
- 1. Phase 2: Transportation Impact Analysis (TIA) to address the requirements of VMC 11.80.130 (Traffic Impact Analysis) and VMC 11.70 (Transportation Concurrency)

Deliverables: Land Use and Engineering Design Package

PHASE TWO: CONSTRUCTION DOCUMENTS

A. Project Design

1. Coordinated building systems, technical detailing, finishes and equipment.
2. Review progress with staff and stakeholders regularly incorporating feedback.
3. Confirm interior finishes, lighting, furniture, fixtures, and equipment (as required).
4. Align documents and specifications for the CDs set with our in-house Quality Control Specialist and Specifications Writer.
5. Work with cost estimator throughout CDs to evaluate budget and balance design.

B. Meetings

1. Review progress with staff and stakeholders in Weekly Owner Architect meetings and design meetings with the Owner as required.

C. Consultant Coordination

1. Coordination with Structural Engineering, Civil Engineering, Landscape, Mechanical, Electrical, Plumbing, Technology, and Acoustic Engineering and Cost Estimating.

D. Design Drawing Package.

1. Architectural Drawings
 - i. Floor Plans, unit plans, reflected ceiling plans, including appliance and furniture layouts
 - ii. Site Plan
 - iii. Exterior elevations, building sections and wall sections
 - iv. Building assemblies and enclosure Systems
 - v. Code analysis and fire life safety
 - vi. Exterior Details for bid and construction, Interior Details for bid and construction, Assembly Details, Stairways, and Conveyance systems
2. Civil Drawings
3. Landscape Drawings
4. Structural Drawings
5. Mechanical, Electrical, Plumbing Drawings
6. Low Voltage Drawings
7. Energy Compliance Drawings

E. Cost Estimating: Construction Documents

1. Weekly review and project budget update to inform the design team if progress/revisions significantly differ from the DD project estimate, identifying potential items for more in-depth cost evaluation and feedback.
2. Updated DD estimate to reflect changes that occurred through CDs.

- F. Energy Modeling
 - 1. Thermal Envelope Energy Compliance: Building Envelope Thermal Barrier Design and Consulting in compliance with the local Energy Code, which includes Component Performance forms for Permit.
 - 2. Air Barrier Diagrams: Building Envelope Air Barrier Design and Consulting in compliance with the local Energy Code.
- G. Specifications
 - 1. Architectural Specifications
 - 2. MEP Design/Build Performance Based Specifications
- H. Value Engineering Based upon DD Estimates and VE Log
 - 1. Coordination with Cost Estimator or General Contractor

Deliverables: Construction Document Package, Permit Set

PHASE TWO PERMITTING & BIDDING

- A. Submit for Building Permit at end of Construction Document Phase.
 - 1. Submit permit applications, drawings, specifications and all other required documentation to the City of Vancouver for building permit.
 - 2. Respond to plan check comments and document as necessary to obtain permit, including coordination with all consultants as required.
 - 3. Reissue Document Sets to include permit changes as revisions.
- B. Coordinate with General Contractor to accommodate Bid
 - 1. Contractor to bid the Bid Set.
 - 2. Respond to contractor and subcontractor bid questions, substitution requests, design clarifications, addenda.
 - 3. It is assumed that no design revisions will take place in this phase other than as required for permit review comments.
- C. Prepare Final Construction bid package
 - 1. Include and update all final versions of all reports and supporting documents.
 - 2. Include all corresponding changes from the Permit Check Sheet Responses.

Deliverables: Permit Check sheet Responses, Bid Set

PHASE TWO: CONSTRUCTION PHASE SERVICES

- A. Work with Owner and Owner's Contractor throughout construction as a representative of the Owner.
- B. Attend (1) Pre-Construction Meeting.

- C. Provide on-site construction observation. Assumes site visits once a week for 44 weeks of construction.
- D. Provide approximately 18 hours per week for 44 weeks, at \$2,450 a week for SEA's services (not including consultants fees). If SEA's construction administration time substantially exceeds these estimates, then SEA reserves the right to request additional design services. SEA can provide full backup for staff time upon request during this phase.
- E. Review Contractor's submittals, including but not limited to product data, shop drawings, bidder design/deferred submittals, and any other data required by the Contract Documents.
- F. Review and respond to Requests for Information (RFIs).
- G. Review any Change Order Proposals (COPs).
- H. Issue supplemental instructions (ASIs) as required based on document revisions.
- I. Review completed Work for compliance with the Contract Documents.
 - 1. Includes one walk through at substantial completion.
 - 2. Includes one walk through at end of one year warranty period.
 - 3. Includes execution of the AIA G704 Substantial Completion form.
- J. Conduct prepare punch list.
 - 1. Includes Architectural punch list.
 - 2. Back punch of the punch lists is not included.
- K. Prepare and review project closeout documents.
- L. Building Commissioning
 - 1. PAE Engineers
 - 2. Provide code commissioning services as described below for the following energy related equipment and systems:
 - i. Heating, Ventilation and Air Conditioning
 - ii. Domestic hot water systems, pumps & controls
 - iii. Electrical Metering (if applicable)
 - iv. Electrical Distribution – verification of Contractor startup and testing of equipment
 - v. Lighting and Controls, including daylighting controls

OPTIONAL SERVICES

A. Record of Survey

1. Based on the boundary determination using field evidence and record information, HHPR will set survey monuments at the property corners and produce a record of survey of the subject property.
2. This survey will provide a record on file, available to the public in the Clark County Surveyor's Office of a Surveyor's opinion of the Subject Property's boundary.

B. Kitchen Equipment & Foodservice Consultant

1. Phase 1: Project Orientation, Pre-Planning, Conceptual Design and Equipment Budget for each Concept Design Option.
2. Phase 2: Plumbing, electrical, equipment connections, equipment design and cut sheets, rough-in plans, equipment budget, connection schedules, kitchen elevations, coordination of hood and walk-in drawings and data.
3. Phase 2: Scope covers MEP scope to implement commercial kitchen into design documents. The kitchen consultant will provide PAE with equipment cutsheets, a floor plan with MEP requirements identified (e.g. floor drains, floor sinks, etc.), the equipment locations tagged and an MEP connection requirements matrix.

C. Solar Engineering (*Required if building is over 10,000SF*)

1. Scope includes: High level estimate of PV system size based on array area estimates, calculate the PV system's estimated electricity production, establish basis of design product selection including PV panel, racking and inverters, high level coordination with other building disciplines for feasibility, including structural, High level electrical design coordination of general array area, review of shop drawings, submittals and final permit documents.

D. Traffic Engineering & Modeling

1. Phase 2: Confirm methodology and data collection.
2. Phase 2: System Inventory
3. Phase 2: Evaluate Existing Conditions
4. Phase 2: Evaluate Year of Opening Future No-Build Conditions
5. Phase 2: Evaluate Year of Opening Project Conditions

E. Air Barrier Testing during Construction (*Required per Energy Code*)

1. This item includes whole building enclosure air barrier testing in accordance with ASTM E779 or an approved equivalent test method.
2. This includes mobilization, testing on-site and demobilization. Prior to testing, a survey of the interior will be conducted in preparation for testing to make sure that the ducts and other penetrations are properly sealed in accordance with the Code. This scope does not include duct sealing and other building preparation which is required for testing. This scope can be performed by the contractor or by another third party.

- F. Safety and Security Consulting
 - 1. Jensen Hughes
 - 2. Security Consulting
 - 3. Accessibility Consulting
 - 4. Universal Design Consulting
- G. Pre-engineered Building systems: Tensile Fabric
 - 1. Sprung Structures
 - 2. Engineering and Permitting
- H. Emergency Generator Design : PAE Engineers
 - 1. After concept design, if an optional standby power emergency generator is deemed necessary, the Electrical engineer will design an emergency generator and backup power system.
 - 2. It is assumed that Emergency Generator will be provided with integral fuel tank and controls. Design of external fuel tank, fueling systems and piping will be an additional service.
 - 3. Design will include the generator sizing for the determined capacity and programming needs.

EXCLUSIONS TO SCOPE OF SERVICE

- 1. Enhanced Commissioning.
- 2. Record of Survey (*Optional Service*)
- 3. Green Building Rating System Coordination.
- 4. Sustainable certification [LEED, etc.].
- 5. Food service/kitchen design. (*Optional Service*)
- 6. Air Barrier Testing (*Optional Service*)
- 7. 3rd party fire and life safety review. (*Optional Service*)
- 8. Third Party envelope consultation services.
- 9. Detailed Furnishings Ordering with Supplier.
- 10. Fees to the Authority having Jurisdiction (AHJ) for permitting, construction, or entitlement.
- 11. As-built following construction completion.
- 12. Environmental studies.
- 13. Hazardous material assessment and abatement.
- 14. Special testing and inspection required by code during construction.

Project Schedule

Schedule Key

- Proceed at Risk
- Tentative per GC
- Tentative per City



EXHIBIT "B": Fee Schedule

Exhibit A

Vancouver Bridge Shelter
Project Compensation Schedule
11/26/2024



Phase	Arch	Civil	Landscape	Structural	MEP	Low Voltage	Energy	Acoustics	Cost Estimating	Surveying	Archaeological & Cultural	Traffic	Geotech	Building Commissioning		Phase %
	SEA	HHPR	PLACE	VLMK	PAE	Vertex	BEE Engineers	ABD	KFJ	HHPR	Archaeological Services	DKS	Columbia West	PAE		
Phase 1																
Conceptual Design	\$54,480	\$14,390	\$16,592	\$10,100	\$6,500	\$3,100	N/A	\$6,400	\$6,900	\$40,500	N/A	\$11,400	\$17,825	N/A	\$ 188,187	17%
Phase 2																
Schematic Design	\$52,300	\$13,560	\$9,584	\$4,300	\$13,000	\$400	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 93,144	9%
Design Development	\$99,880	\$38,775	\$8,650	\$17,400	\$30,000	\$3,500	\$6,900	\$4,000	\$8,800	N/A	N/A	N/A	N/A	N/A	\$ 217,905	20%
Design Review / Land Use	\$6,200	\$23,010	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$8,933	\$4,490	N/A	N/A	\$ 42,633	4%
Construction Documents	\$134,720	\$15,055	\$10,800	\$35,600	\$41,500	\$3,800	\$7,500	\$8,500	\$11,000	N/A	N/A	N/A	N/A	N/A	\$ 268,475	25%
Permitting & Bidding	\$38,920	N/A	\$7,020	\$5,500	\$13,000	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 64,440	6%
Construction Administration	\$108,100	\$14,240	\$4,661	\$8,600	\$26,000	\$1,200	N/A	\$5,300	N/A	N/A	N/A	N/A	N/A	\$35,000	\$ 203,101	19%
Total Estimated Fee	\$ 494,600	\$ 119,030	\$ 57,307	\$ 81,500	\$ 130,000	\$ 12,000	\$ 14,400	\$ 24,200	\$ 26,700	\$ 40,500	\$ 8,933	\$ 15,890	\$ 17,825	\$ 35,000	\$ 1,077,885	100%

OPTIONAL SERVICES	FIRM	Task	Fee
Surveyor	HHPR	Record of Survey	\$ 7,929
Kitchen	JBK	Phase 1 Commercial Kitchen Design	\$ 8,990
		Phase 2 Commercial Kitchen Design	\$ 34,000
	PAE	Phase 2 Kitchen MEP Coordination	\$ 28,000
Renewable Energy	PAE	Solar Design	\$ 30,000
Traffic Engineering	DKS	Preliminary Schematic Design	\$ 22,300
Air Barrier Testing	BEE Engineers	Air Barrier Testing in Construction	\$ 5,500
Security & Accessibility	Jensen Hughes	Security Consulting	\$ 12,100
		Accessibility Consulting	\$ 14,300
		Universal Design Consulting	\$ 3,000
Tensile Structure	Sprung	Engineering	\$ 4,000
		Permitting	\$ 6,000
Resiliency	PAE	Emergency Generator Design	\$ 10,000
Total Estimated Fee			\$ 186,119

REIMBURSABLE EXPENSES

Reprographics, including printing, plotting, etc., shipping, travel, long distance communication and fees paid on your behalf are billed at 1.10 times direct expense in addition to professional fees. Anticipated reimbursable fees are **\$9,500.**

Staff Report: 262-24

To: Mayor and City Council
From: City Manager
Date: December 16, 2024

Subject

Contract Increase - Houston-Galveston Area Council AM10-23 for Purchase of Ambulance, EMS, and Other Special Services Vehicles - C-101461

Key Points

- The City cooperatively purchases building and mounting special service bodies onto truck chassis from Braun NW under Houston-Galveston Area Council (HGAC) Contract AM10-23.
- Purchases from this contract will exceed the City's \$300,000 purchasing threshold.
- This contract expires on 9/30/2027.
- The HGAC is competitively bid and saves the City time and resources when compared with issuing its own solicitation.
- This command center will have a ten-year lifecycle.

Strategic Plan Alignment

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

Present Situation

The Police Department is currently using a twenty-five-year-old van as their mobile negotiation command center. The van's rising maintenance expenses along with the fact that it has been pieced together ad hoc over the years has made it less than ideal for a special operations vehicle. Transitioning to a commercially available or professionally engineered vehicle can significantly reduce repair costs, enhance reliability, and provide access to modern features and improved performance.

The City uses HGAC contract AM23-10 to purchase service bodies to be built and mounted onto truck chassis. The City requests authorization to continue to use contract AM23-10 to purchase up to \$400,000 through 9/30/27, the termination date of the contract.

Advantage(s)

1. The bodies purchased through this contract match current City standards.
2. The vendor covered under this contract has continuously provided vehicles and services that help maintain uniformity in the City fleet and the operational needs of the Fire Department.

Challenge(s)

None

Budget Impact

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

Prior Council Review

None

Action Requested

Approve an increase in the contract threshold from \$300,000 to \$400,000 to accommodate the construction of one mobile command unit for Police for crime scene negotiations.

Staff Contact

Jacob Mahan, Senior Management Analyst, jacob.mahan@cityofvancouver.us

Attachments:

1. Contract
2. Proposal



CITY OF VANCOUVER
Procurement Services
 (360) 487-8430
 (360) 487-8433 fax
www.cityofvancouver.us
 Federal Tax ID No. 91-6001288

Contract #:	C-101461
Start Date:	Oct 26, 2023
End Date:	Sep 30, 2027
Total Contract Amount:	\$300,000.00

Braun Northwest Inc
 PO Box 1204
 Chehalis, WA 98532

Submit all invoices and questions to:

Jacob Mahan / Jacob.Mahan@cityofvancouver.us

Contract Overview

This City is authorized to enter the AM10-23 Ambulances, EMS and Other Special Service Vehicles with Braun NW under RCW 39.34. The AM10-23 Ambulances, EMS and Other Special Service Vehicles is incorporated by reference into this purchase order. The City is HGAC under the AM10-23 Ambulances, EMS and Other Special Service Vehicles. Braun NW agrees to be bound to the AM10-23 Ambulances, EMS and Other Special Service Vehicles with City as HGAC in providing goods/services under the AM10-23 Ambulances, EMS and Other Special Service Vehicles.

Terms and Conditions

Visit our website at <https://www.cityofvancouver.us/business/procurement-services/#terms> to access either the general terms and conditions (Rev. 05/2017) or the Professional Services terms and conditions (Rev. 05/2017), which are applicable if there is no written contract.

Authorized Signature



150 North Star Drive / PO Box 1204 / Chehalis, WA 98532 / 360.748.0195 / 800.245.6303 / fax 360.748.0256

HGAC PROPOSAL

November 11, 2024

City of Vancouver
Attn: Tim Martin
2800 Stapleton Road
Vancouver, WA 98661
Tim.Martin@cityofvancouver.us

RE: One (1) 2026 North Star 212-5 Command Vehicle

Braun Northwest is pleased to offer the following proposal which is based upon HGAC contract AM10-23:

One (1) 2026 North Star 212-5 Command Vehicle on a "signed for but not paid for" 2024 Ford F-550 4x4 ambulance prep diesel chassis per enclosed specifications dated 10/23/2024 and drawings dated 3/21/2024.

Base price HGAC AM23CC08.....	\$274,359.00
Published/Customization options taken	\$ 87,622.00
HGAC Buy discount	<\$ 1,500.00>
HGAC Fee.....	\$ 1,000.00
Total F.O.B. Chehalis, WA	<u>\$361,481.00**</u>

Sales tax not included

F.O.B.: Chehalis, Washington

Delivery: Approximately 530 – 580 days, based upon current manufacturing plan and receipt of chassis.

Terms: Ninety percent (90%) payment due upon receipt of vehicle. Balance due in thirty (30) days.

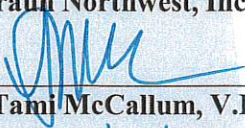
**(Note: This bid is contingent on use of customer's Government Ford Fleet Identification Number.) Failure to secure a FIN will increase the price by the amount of the GPC chassis discount.*

***The above pricing is valid until December 31st, 2024. Any proposal, signed and returned after this date will have a price increase associated with it, to be completed via change order*

Braun Northwest, Inc. is a Washington dealer (0991-A) with insurance information available upon request.

Respectfully Submitted by:
Braun Northwest, Inc.

We agree to accept the above proposal:
City of Vancouver


Tami McCallum, V.P. of Sales

Signature

Date

Date: 11/11/2024

Printed Name

Title



EMERGENCY VEHICLES

TM
cc RL
Enclosures: Specifications, drawings.

**OPTIONS
FOR
City of Vancouver
*Vancouver, Washington***

Please indicate if you want the following options by initialing in the space provided and checking the appropriate "yes" or "no" box, then sign where indicated below. After completion, please return this original form to our office along with the original proposal.

Thank you!

1. Pay for chassis in full within 30-days of receipt of chassis at Braun Northwest.
DEDUCT PER UNIT <\$4,000.00>
Do you want this option? ☒ Yes ☐ No _____ initials

(NOTE: THIS PRICING DOES NOT INCLUDE SALES TAX.)

APPROVED BY: (Please initial above choice (s) & sign below)

Anna L. Vogel
(Signature)

11/26/2024
(Date)

Anna L. Vogel
(Printed Name)

Procurement Manager
(Title)

Staff Report: 263-24

To: Mayor and City Council
From: City Manager
Date: December 16, 2024

Subject

Contract Amendment - Fourth Plain Commons Operator - C-101345

Key Points

- In alignment with the goals of the Fourth Plain Forward Action Plan (2015), an equitable development framework for the Fourth Plain corridor, the City of Vancouver partnered with the Vancouver Housing Authority to co-locate community development services and affordable housing in what is now called the Fourth Plain Commons project. The City owns the ground-floor commercial space.
- Fourth Plain Forward was awarded the original Fourth Plain Commons Operator Contract for the ground floor commercial space in July 2023 with a term ending December 31, 2024.
- Based on Fourth Plain Forward's programmatic successes to date and strategic plans for the Commons going forward, staff recommend extending the Fourth Plain Commons Operator contract through December 31, 2026.

Strategic Plan Alignment

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

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

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

Present Situation

In 2015, the City of Vancouver worked with the community to develop the Fourth Plain Forward Action Plan, a framework for equitable development on the Fourth Plain that focuses on supporting small businesses, building community capacity, addressing pedestrian safety issues, and increasing access to economic opportunity and affordable housing near transit.

In alignment with multiple goals of the 2015 Action Plan, the City of Vancouver and Vancouver Housing Authority partnered to make a catalytic investment in the Fourth Plain community that provides family-sized affordable housing, up-stream services for both businesses and residents, and much needed community spaces, all near schools and other community services and on a high-capacity transit line (The Vine BRT on Fourth Plain).

The Fourth Plain Community Commons includes 106 affordable housing units that are owned and operated by the Vancouver Housing Authority, and the following components in a ground-floor commercial unit owned by the City of Vancouver:

- A commissary kitchen to launch and support emerging food-based businesses;

- A shared office space to co-locate upstream services to make it easier for residents and businesses to access resources on the corridor;
- A community event space that can be rented for festivals, birthdays, trainings, and other events;
- A public plaza with infrastructure to support a community market and other community-serving events; and
- A playground and activity lawn to provide outdoor recreation opportunities for the Commons and surrounding community.

On July 17, 2023, Vancouver City Council approved a contract with Fourth Plain Forward to operate the city-owned ground-floor spaces in the Fourth Plain Commons. The original contract is set to expire on December 31, 2024, and staff recommend amending this contract to extend the contract term until December 31, 2026. The contract amendment would also include an increase in the contract amount of \$400,000 for a total of \$922,933.40, to support operations over the extended contract term. Funding for additional operational expenses comes from the American Rescue Plan Act (ARPA) and Council previously dedicated this funding to Commons operations through the Fourth Plain For All Investment Strategy, which was adopted in 2023.

General requirements in the Operator Contract include:

- General Operations: property management; tenant/rental coordination for the shared office space, commissary kitchen, community event space and outdoor plaza; data and financial management; routine maintenance of building and major appliances; and compliance with local and state regulations.
- Program Management: coordinate programs and services; develop inclusive and collaborative space planning; develop and maintain partnerships; and community engagement.
- Reporting: regular financial and utilization reporting; program evaluation; economic impact assessment; equity analysis; Section 108 Loan reporting; and a comprehensive annual report.
- Regular coordination with City staff.

Extending the Operator Contract will enable Fourth Plain Forward to build on early successes at the Commons with the goal of increasing services provided to area residents and businesses and achieving the vision of the Fourth Plain Commons as a community and resource hub. Just a few of the successes achieved so far include:

- Businesses using the commercial kitchen have been able to grow their businesses, including El Viejon Taqueria which is about to add a second food cart and is on a trajectory to outgrow the commissary kitchen. El Viejon is even planning on featuring desserts from another food-based businesses operating out of the Commons at their food trucks, a connection that was made possible through working out of the shared kitchen.
- A resident in one of the VHA housing units at the Commons started a food-based business with the support of the Commons kitchen manager, which is being run out of the Commons kitchen.
- Clark County Public Health now has standing office hours in the shared office multiple times per week to support the permitting process for new food-based businesses.
- All the desks in the shared office space are currently being rented, and connections and cross-collaborations are starting to occur that are helping small organizations grow their networks and operations.
- Nutrition classes, financial education classes, GED classes, early childhood play activities,

various community events and many more activities have been offered through the Commons event space and conference rooms.

Advantage(s)

1. Supports equitable development on the Fourth Plain corridor through the implementation of multiple community-stated and supported needs and priorities.
2. Supports community partners and community-based organizations through the shared office space that co-locates upstream services to make it easier for Fourth Plain area residents and businesses to access services.
3. Supports job growth and food-based entrepreneurship through the commissary kitchen and co-located business support services located on the Fourth Plain Corridor.
4. Aligns with Council priorities related to equity and climate action by providing services to economically vulnerable communities in a location that residents and businesses can access by walking, biking, rolling and taking transit.

Challenge(s)

None

Budget Impact

None. The one-time budget appropriation is included in the 2025-2026 Biennial Budget.

Prior Council Review

1. August 3, 2020: Staff presentation and Council endorsement of the Fourth Plain Commons funding strategy.
2. November 16, 2020: Approval of the 2021-2022 biennial budget, including a decision package to advance design process for tenant improvements to the commercial space.
3. January 11, 2021: Council update on Commons project, budget, timeline and funding approval process.
4. June 7, 2021: Approval of the contract with Salazar Architects, Inc. for professional architectural and engineering services.
5. July 26, 2021: Authorization of Section 108 Loan application.
6. November 8, 2021: Final approval of the Section 108 Loan Ordinance; approval of the Purchase and Sale Agreement and Easement with the Vancouver Housing Authority.
7. August 15, 2022: Approval of the Interlocal Agreement with the Vancouver Housing Authority to provide construction management and compliance services.
8. September 12, 2022: Approval of the construction contract with Ross Builders Northwest for construction of the tenant improvements for the ground floor commercial spaces.
9. April 25, 2023: Approval of the Purchase and Sale Agreement Amendment with the Vancouver Housing Authority to approve payment of earnest money to the Vancouver Housing Authority in the amount of \$1,200,000.
10. July 17, 2023: Award of the professional services agreement for the operation of the Commons to Fourth Plain Forward.
11. November 13, 2023: Adoption of the Fourth Plain for All Investment Strategy that included funding for Commons operations support for the 2025-26 biennium.
12. February 5, 2024: Approval of the Condominium Agreement with the Vancouver Housing Authority.
13. June 10, 2024: Fourth Plain Community Commons Final Project Acceptance (Bid #22-29)

Action Requested

Approve contract amendment for the Fourth Plain Commons Operator Contract C-101345 to extend the term through December 31, 2026.

Staff Contact

Shannon Williams, Senior Planner, shannon.williams@cityofvancouver.us

Attachments:

1. Contract



SERVICE AGREEMENT #C-101345

AMENDMENT No. 2

Fourth Plain Commons Operator

This Agreement amends the Professional Services Agreement number C-101345 by and between the City of Vancouver, hereinafter referred to as "City", and Fourth Plain Forward, hereinafter referred to as "Contractor", for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$400,000.00 to a revised authorized amount of \$922,933.40.
2. **Amend** the language contained in Section 1, Scope of Work, adding language in herein attached and by reference made part of the Contract.
3. **Amend** the language contained in Section 4, Term of Agreement, with language as follows.
 - Termination date of agreement changed to December 31, 2026.

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Fourth Plain Forward

Lon Plunkhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

FOURTH PLAIN COMMUNITY COMMONS OPERATOR CONTRACT SCOPE OF WORK

FPCC Goals

The Fourth Plain Community Commons (FPCC) mission is to support an inclusive resource hub where community, creativity, and business intersect. FPCC goals include:

- Provide collaborative coworking spaces, a commissary kitchen, dynamic and flexible event venue, and a community plaza that are all accessible for the Fourth Plain community.
- Empower local entrepreneurs while strengthening community connections.
- Foster a vibrant environment for learning and growth through collaboration and shared resources.
- Enhance social cohesion with lasting positive impacts to the 4th Plain corridor.
- Connect community with services and resources.

Coworking Space

A community-centered coworking hub designed to foster connections and collaboration among local service providers, community-based organizations, and entrepreneurs.

- Flexible Access: Dedicated desks and tiered access rates to provide accessible desk space for small community-based organizations and emerging businesses.
- Networking Opportunities: Regular workshops and events for community learning and collaboration.
- Service and Resource Hub: Partner with agencies and service providers that respond to needs in the Fourth Plain community and provide services that residents and businesses would otherwise have to travel outside the community to access.

Event Space

A flexible venue for private, public, and community events.

- Private Rentals: Spaces for family gatherings, birthdays, and celebrations.
- Public Events: Host art shows, markets, festivals, and resource/job fairs.
- Community Hub: Open for local groups, youth programs, and association meetings.
- Creative Use: Maximize benefits and opportunities of co-locating the event space, kitchen and coworking space in the same building and think of creative ways each space can enhance the others.

Commissary Kitchen

A 24/7 kitchen supporting food entrepreneurs and community education.

- Business Growth: A space for startups and entrepreneurs to scale operations to sustained growth.
- Training & Empowerment: Job training and education in culinary and food safety skills.

- Health & Nutrition: Partnerships for cooking classes, nutrition guidance, and SNAP ED support.

Outdoor Plaza

An open plaza complementing the event space, designed to support community markets and events and ideal for community gatherings.

Task 1: General Operations

1.1 Property Management and Maintenance

The Operator shall manage daily operations and maintain the Fourth Plain Community Commons building and assets in good, operable condition. The Operator shall perform the following:

- Maintain and implement Standard Operating Procedures (SOPs) for the event and coworking spaces, including health and safety protocols in line with local and federal guidelines.
- Work within City of Vancouver procurement procedures to complete repairs and routine maintenance projects.
- Coordinate annual testing of the emergency exits, fire alarms, and sprinklers with the Vancouver Housing Authority, who manages the fire code inspection testing for the entire Commons building.
- Maintain annual Fire Code Inspection Certification of Compliance with the Vancouver Fire Department, with the coordination and financial support of City staff.
- Assist City staff in evaluating the performance of contractors, as needed.
- Regularly inspect indoor and outdoor spaces to ensure they are maintained to the highest standard.

Assumptions:

- Operator shall annually review SOPs, update as needed, and provide the City with updated versions.
- Operator shall regularly train staff on the health and safety protocols for each space and conduct regular checks to ensure the protocols are being followed.
- Operator shall notify the City immediately of any emergent repairs and provide an associated cost estimate of services. The City must be notified of any routine maintenance to be invoiced to the City no less than 14 days before the scheduled service date with an associated cost estimate of services. The City will generate a purchase order for repairs and routine maintenance from the cost estimates provided. This procedure must be followed to ensure required procurement protocols are followed, particularly for public works services.
- The City will provide purchase orders for required services to be paid for out of City funds.

1.2 Maintain Compliant Operation of the Commissary Kitchen

The Operator will oversee daily operations of the commissary kitchen, ensuring all kitchen operations are compliant with Clark County Public Health (CCPH) and City of Vancouver regulations. The Operator shall perform the following:

- Daily Compliance Oversight:

- Maintain and regularly update Standard Operating Procedures (SOPs) for the commissary kitchen, ensuring compliance with CCPH regulations and food safety guidelines.
 - Ensure all users of the commissary kitchen are trained and adhere to food safety practices.
- Permits and Inspections:
 - Coordinate and maintain all necessary permits, inspections and licensing required to operate the FPCC commissary kitchen in compliance with State and CCPH regulations (see Table 2 for schedule).
- Conduct food safety audits no less than once a quarter and report any violations to the local health department.
- Work within City of Vancouver procurement procedures to schedule routine maintenance and cleaning of kitchen equipment and facilities to ensure they are in good working condition and are compliant with CCPH regulations (see Table 1 for schedule of routine maintenance requirements). The Operator shall notify the City immediately of any emergent repair services that are required and provide cost estimates and documentation needed to create a purchase order.

Assumptions:

- Operator shall be responsible for maintaining facilities and kitchen equipment in good working condition and ensuring all users of the commissary kitchen are following food safety guidelines.
- Operator shall be responsible for making sure all permits are valid and required inspections are scheduled before due dates to ensure compliance with local regulations.
- City shall provide timely support for scheduling of inspections, as needed, and provide funding for permits and inspections.
- Operator shall notify the City immediately of any emergent repairs and provide an associated cost estimate of services. The City must be notified of any routine maintenance to be invoiced to the City no less than 14 days before the scheduled service date with an associated cost estimate of services. The City will generate a purchase order for repairs and routine maintenance from the cost estimates provided. This procedure must be followed to ensure required procurement protocols are followed, particularly for public works services.
- The City will provide purchase orders for required services to be paid for out of City funds.
- The City shall retain ownership of the equipment and facilities, including financial responsibility for major repairs, professional maintenance, and compliance-related requirements.
- A collaborative reporting and scheduling process will be maintained to ensure timely resolution of issues and regulatory compliance.

Table 1: Schedule of routine maintenance for commissary kitchen facilities and appliances

Table 2: Schedule of required permits and inspections for FPCC

Permit/Inspection Required	Due Date(s)
Vancouver Fire Department: Fire Code Inspection Certification of Compliance	Annual-Jan
Vancouver Fire Department: Fire Code Operational Permit	Annual-Jan
Food Protection Manager Certification	2028-Aug
Oregon Workers Compensation WC Certificate of Insurance	Annual-Jan
CCPH/Food Service Permit Public Kitchen	Annual-Oct

1.3 Payment of Utilities and Routine Maintenance under City Contract

The City and Operator will jointly ensure all utilities and routine maintenance invoices are paid in a timely manner to ensure continuous service. Utilities are listed in the table below with the party responsible for paying monthly invoices. Any change to Table 3 must be agreed upon by both parties.

Table 3: Utilities and regular maintenance at FPCC with associated responsible party*

Utility/Maintenance Provider	Type of Utility/Maintenance	Responsible Party
Clark Public Utilities	Electric	City of Vancouver
Del Sol	Janitorial	City of Vancouver
Distinctive Landscaping	Landscaping	City of Vancouver
NW Natural	Natural Gas	City of Vancouver
City of Vancouver	Water/Sewer	City of Vancouver
Comcast Business	Internet	Operator
Waste Connection	Waste & Recycling	Operator

*Table 3 is subject to change. As revenues increase over time, it is expected that the Operator will take over payment of the utilities. This will occur either once revenues match expenses or at a mutually agreed upon time.

1.4 Tenant/Rental Coordination

The Operator shall manage all processes and regulations relating to users renting the shared office, commissary kitchen and event space, including:

- Maintain a scheduling system for booking rentals for each space, including accommodating online, phone, and in-person reservation options.
- Maintain a payment system for rentals of each space, including accommodating online, phone, and in-person payment options.
- Ensure that 51% of residents and businesses served by the Commons and its partner organizations earn low to moderate income to meet the goals of the Commons and U.S. Department of Housing and Urban Development (HUD) requirements.

1.5 Data and Financial Management

The Operator shall ensure accurate and up-to-date management of customer information, financial records, and other relevant data. The Operator shall also collect data necessary to meet reporting requirements set by the U.S. Department of Housing and Urban Development (HUD).

Data and financial management tasks include:

- Maintain a software system that contains customer/user data and has the capability of reporting out on revenues and utilization for each space independently.
- Maintain an accounting system that tracks all revenues and expenses by each space that can also track revenues by event and/or user.
- Collect information on financials and demographics of the people benefitting from the programs being run out of the Commons by Fourth Plain Forward staff and other partners renting the spaces.
- Collect necessary data to be able to annually report to HUD on revenue amounts and on which types of eligible uses these revenues were spent. Submit the HUD Annual Program Income Report annually, due to the City by January 31st of each year for the previous calendar year.
- Collect necessary data to be able to report utilization and revenues/expenses monthly and as requested in Task 4.

1.6 Operations Plan

The Operator shall maintain and regularly update an Operations Plan that includes revenue forecasts and estimated expenses for the current and following calendar year. The Operations Plan should be updated and provided to the City twice/year, due by the end of January and the end of July each year.

The revenue forecasts should be based on an analysis of the current year's rental income to identify trends and potential sources of new revenue. Considering this analysis and potential fluctuations in demand, create a revenue forecast for the reporting period specified above. Also include other potential funding sources, including grants and sponsorships that can supplement rental fees and support Commons programming.

The estimated expenses shall include all expected expenses for the reporting period, including staffing costs, utilities, insurance, software, marketing and outreach, maintenance, contracted services, supplies, required trainings, permitting and inspections, etc.

Task 2: Community Engagement

2.1 Engage Local Organizations & Schools

Establish meaningful partnerships with local schools and organizations to enhance educational resources, community engagement, and overall impact of the community resource hub.

- Initial Contact: Outline the purpose and potential benefits of collaboration in all marketing and outreach materials.
- Networking Events: Host informational sessions or open houses to showcase the Commons as a community and resource hub.
- Youth Engagement: Build partnerships with Clark College and VPS to engage more young people.
- Culturally Relevant Outreach: Outreach materials shall be translated to ensure community members can be informed of the services provided at the Commons, regardless of English proficiency. Culturally specific community-based organizations should be consulted to ensure outreach materials and information will be culturally relevant.

2.2 Address Evolving Community Needs

The Operator will be responsive and adaptable to the changing needs of the community.

- Stay informed of community dynamics: Regularly gather data and insights to understand current and emerging issues affecting the community.
- Engage Diverse Community Voices: Ensure input received is representative of the Fourth Plain community.
- Conduct Outreach to New Residents: Collaborate with community-based groups on outreach events (job fairs, health clinics, etc.).

Task 2 Community Engagement Benchmarks for 2025

- Contact at least 15 potential partner organizations, agencies or service providers about hosting events, office hours or other programming that addresses community needs gathered during engagement with residents and businesses.
- Conduct in-person outreach at least once per week to area businesses to ensure there is widespread knowledge of the programs and services being offered through the Commons.
- Meet with leadership at Fort Vancouver High School and Clark College (and other area schools if possible) to better understand how the Commons can support students and how the schools can inform students and families about resources at the Commons.
- Host at least 4 open houses at the Commons per year.
- Participate in at least 4 outreach events per year aimed at informing area residents about services and programming at the Commons.

Task 3: Develop inclusive and collaborative space programming

The Commons is a collaborative and dynamic space designed to support a wide range of community needs that promotes inclusivity while developing a platform for meaningful connections. The Operator shall partner with service providers to improve access to services that

community members must currently travel outside of the area to access with the end goal that residents and businesses will make the Commons a first stop when needing services. The Operator shall program the co-working, commissary kitchen, event space and outdoor plaza to encourage entrepreneurship, innovation, and shared learning through community driven projects that enhance the Fourth Plain Corridor. Tools, trainings, and opportunities to collaborate across different sectors and backgrounds will be fostered to create a welcoming hub where all community members can thrive.

3.1 Community Resource Hub

The Operator shall manage the Commons as a community resource hub, serving the community in an inclusive, equitable manner. The Operator will be responsible for day-to-day management, maintenance, and programming to meet the needs of the Fourth Plain community. The Operator should look for opportunities to utilize each space within the Commons in complimentary ways (i.e. kitchen users being able to access services out of the shared office space and utilize the event space and/or plaza to help grow their business) and program each space to address needs in the community.

- Develop relationships with service providers to improve equitable access for Fourth Plain residents and businesses.
- Support workshops, classes, and events for personal and economic development.
- Facilitate connections with local organizations, government agencies, and nonprofits to host events and site services at the Commons.
- Ensure programs and services being provided out of the Commons reflects community needs and desires garnered through Task 2.
- Ensure the long-term viability and continuous improvement of the community resource hub.

3.2 Foster Partnerships

Foster partnerships to create programming that helps the Commons meet overall goals of the building and is responsive to community feedback from Task 2 Community Engagement.

- Increase community impact: Amplify the hub's effectiveness in addressing community needs through joint initiatives.
- Stakeholder Mapping: Evaluate each potential partnership for mission alignment, resource compatibility and mutual benefit opportunities.
- Enhance Engagement: Utilize partner networks to conduct co-branded marketing campaigns with partners to foster deeper community engagement.

Task 3 Programming Benchmarks for 2025

- Partner with at least 4 new service providers to host regular office hours at the Commons to increase access to services for individuals and businesses in the Fourth Plain area.
- Work with partners to host at least 1 workshop/class/event for personal and/or economic development per month.
- Host at least one outdoor market at the plaza (farmers/international/youth/makers/etc. market).

- Pilot at least one way of using the plaza and/or event space to feature kitchen users' businesses (food carts, 'taste of the Commons kitchen' event, or other).

Task 4: Reporting

4.1 Expense/Revenue Reporting

It is essential to track expenses and revenues over time, especially as the Commons grows towards financial sustainability. At a minimum the following reports will be required:

- Utilization and Financial Report: Monthly high-level report on utilization/rentals and revenues/expenses for each space, comparing actual numbers to those estimated in the Operations Plan (Section 1.6). This report should also include a breakdown on utilization by paid versus donated rentals (and why each rental was donated) and the number of actual utilization hours per desk for each office space user.
- Annual Financial Report to include detailed reporting on expenses and revenues. This should include actual expenses per budget category in the Operations Plan compared to estimated expenses, and actual revenues compared to estimated revenues per month. The Annual Financial Report shall also include explanations for any budgetary targets not met and plans for how to meet them in the future.

4.2 Program Evaluation

Program evaluation shall be done to highlight successes and track areas in need of improvement. Program evaluation findings shall be presented to the City of Vancouver with action items for areas in need of improvement, including how the Operator team is taking action to improve and ways the City and other partners may be leveraged to meet goals. Program evaluation shall include the following at a minimum:

- Community Engagement Summary: Summarize community engagement methods (surveys, focus groups, interviews, suggestion boxes, etc.) and include the number of people engaged with demographic breakdown. Also summarize how community input has shaped programming and services at the Commons.
- Economic Impact Report: This report should track how Commons users have benefitted economically by utilizing the shared office, kitchen and/or event space, including at a minimum highlighting increased revenues or operating budgets (for nonprofits), increase in staff/employee numbers, increase in compensation for staff/employees, number of new businesses created with support from Commons programs and other economic markers. This data should be tracked over time for each business/organization directly supported by the Commons and should include information on any business closures.

4.3 Annual Report

The Operator shall compile a comprehensive annual report that provides an overview of the previous calendar year's activities, including the following components:

- Executive Summary
- Major milestones and/or events
- Number and description of programs and services offered out of the event space and shared office, highlighting a few of the programs and services in more detail.

- Number and description of food-based businesses utilizing the commissary kitchen, highlighting a few of the businesses in more detail.
- Testimonials of users or visitors on how the Commons have served them, including highlighting any businesses or community-based organizations who have been able to grow their organizations in part from utilizing the Commons.
- Impact report that highlights the people served out of the Commons (demographics, business/organization types, etc.), how they were served (vaccination/health clinics, educational classes, food security, legal/tax/other services provided, etc.), any financial benefits that can be tracked for organizations or individuals, and any resources that were leveraged to make a greater impact in the community (i.e. NAACP grants).
- Partners, highlighting some of the main partnerships.
- High-level financial report that includes the following breakdown:
 - Expenses broken out by the main categories in the Operations Plan budget; and
 - Revenues broken out by facility rental fees, City of Vancouver subsidy, grants, in-kind revenue, sponsorships, and any other future revenue source.

This report shall be designed in a digital format for external access in the community and displayed at the Commons for visitors to access. Therefore, the report shall remain high-level and include infographics where necessary to reduce unnecessary text. This report shall summarize the more detailed financial reporting generated for City staff and include a narrative that highlights the impact of the Commons building on the local community and people using the building. The Annual Report shall be completed by March 1st of each year.

4.4 Section 108 Loan Reporting

The Operator shall collect the demographic and financial data necessary to meet reporting requirements set by the U.S. Department of Housing and Urban Development (HUD), including:

- HUD Annual Program Income Report, reported annually to City staff by January 31st of each year for the previous calendar year.
- Data showing that at least 51% of residents and businesses served by the Commons and its partner organizations earn low to moderate income to meet HUD requirements.

Task 5: Coordination with the City

5.1 Monthly Coordination Meetings

The City and Operator shall meet a minimum of once per month, with an option to add a second coordination when needed, to allow for greater collaboration between operations and City staff. The Operator will lead coordination meetings and create meeting agendas with the input of City staff. The Operator shall provide the Utilization and Financial Report at each monthly meeting to review with City staff.

5.2 Bi-Annual Review of Financials and Operations Plan

The City and Operator shall meet twice per year to review the Operations Plan revenue projections. These meetings shall occur every February and August, after completion of the Operations Plan which are due every January and July 31st.

If financial projections are not met at the required 6-month check-in and efforts to revise forecasts or address shortfalls are unsuccessful in subsequent months, the contract may be subject to review and potential termination. This decision will be made based on a thorough evaluation of the circumstances and collaborative discussions to explore all possible remedies. In addition to Scope of Work tasks directly related to operating the Commons, completion of a 6-year financial business plan of the Operator's organization detailing successful financial operation of the Commons in accordance to projected budget timelines will be required.

Table 4: Schedule of Deliverables

Section	Description	Frequency	Due Date(s)*
1.1/1.2	Standard Operating Procedures	Annual Review	December review; provide update as needed
1.6	Operations Plan	Semiannually	January and July
4.1	Utilization and Financial Report	Monthly	15 th of each month
4.2	Community Engagement Summary	Quarterly	January, April, July, October
4.2	Economic Impact Assessment	Annually	March 1
4.2	Equity Analysis	Semiannually	January and July
4.3	Annual Summary Report	Annually	March 1
4.4	HUD Annual Program Income Report	Annually	January 31

*Deliverables are due by the end of each month, unless specified otherwise.

2025-2026 Fourth Plain Commons Operations Budget
(as of 11/26/2024)

REVENUES											
	2025					2026					2025-26 TOTAL
	Q1	Q2	Q3	Q4	Subtotal	Q1	Q2	Q3	Q4	Subtotal	
Commissary Kitchen	\$25,000.00	\$30,000.00	\$35,000.00	\$40,000.00	\$130,000.00	\$45,000.00	\$50,000.00	\$55,000.00	\$63,000.00	\$213,000.00	\$343,000.00
Office	\$12,500.00	\$14,000.00	\$15,500.00	\$16,500.00	\$58,500.00	\$17,500.00	\$18,500.00	\$19,500.00	\$21,775.00	\$77,275.00	\$135,775.00
Event Space	\$10,000.00	\$11,500.00	\$13,000.00	\$14,500.00	\$49,000.00	\$16,000.00	\$17,000.00	\$18,500.00	\$20,987.50	\$72,487.50	\$121,487.50
	TOTAL				\$237,500.00	TOTAL				\$362,762.50	\$600,262.50
EXPENSES											
ITEM	2025					2026					2025-26 TOTAL
	Q1	Q2	Q3	Q4	Subtotal	Q1	Q2	Q3	Q4	Subtotal	
A. Personnel	\$92,782.07	\$92,782.07	\$92,782.07	\$92,782.07	\$371,128.28	\$95,514.53	\$95,514.53	\$95,514.53	\$95,514.53	\$382,058.11	\$753,186.39
B. Training & Development	\$1,125.00	\$1,125.00	\$1,125.00	\$1,125.00	\$4,500.00	\$1,625.00	\$1,625.00	\$1,625.00	\$1,625.00	\$6,500.00	\$11,000.00
C. Professional Consultants	\$6,700.00	\$6,700.00	\$6,700.00	\$6,700.00	\$26,800.00	\$6,700.00	\$6,700.00	\$6,700.00	\$6,700.00	\$26,800.00	\$53,600.00
D. Marketing & Communications	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00	\$11,200.00	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00	\$11,200.00	\$22,400.00
E. Facilities Management	\$11,250.00	\$11,250.00	\$11,250.00	\$11,250.00	\$45,000.00	\$11,250.00	\$11,250.00	\$11,250.00	\$11,250.00	\$45,000.00	\$90,000.00
F. IT Systems & Software	\$4,550.00	\$4,550.00	\$4,550.00	\$4,550.00	\$18,200.00	\$4,925.00	\$4,925.00	\$4,925.00	\$4,925.00	\$19,700.00	\$37,900.00
G. Contingency	\$3,196.25	\$3,196.25	\$3,196.25	\$3,196.25	\$12,785.00	\$4,780.78	\$4,780.78	\$4,780.78	\$4,780.78	\$19,123.13	\$31,908.13
TOTAL EXPENSES					\$489,613.28					\$510,381.23	\$999,994.51
TOTAL REVENUES - EXPENSES					-\$252,113.28					-\$147,618.73	-\$399,732.01

Staff Report: 264-24

To: Mayor and City Council
From: City Manager
Date: December 16, 2024

Subject

Contract Amendment - Thrive2Survive Service Provider 2025 Contract Renewal - C-101457

Key Points

- Unsheltered homelessness has continually increased and has significant negative impacts on the broader community and unhoused residents themselves.
- Our community does not have shelter capacity to meet the growing need.
- Revisions to Chapter 8.22 VMC “Camping” have been made to implement a Safe Park Program.
- Establishment of Safe Park increases health, sanitation, and livability for all Vancouver residents, businesses, and visitors.
- Thrive 2 Survive will manage and provide supportive services at Safe Park.
- City staff is requesting to approve this service provider contract.

Strategic Plan Alignment

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

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

Present Situation

An estimated 500-600 individuals reside in tents or vehicles within the City of Vancouver, which poses significant health and safety risks to the individuals experiencing unsheltered homelessness, as well as the rest of the community and the environment. At this time, our community does not have an adequate supply of shelter or housing options to meet the growing need. This Council has observed that many individuals who live outdoors on public property do so, not by choice, but due to a lack of financial means to afford adequate shelter. These individuals are adversely mentally and physically impacted by outdoor habitation. Single female encampment occupants experience a disproportionately high incidence of violent crime as compared to other people. Families with children who live outdoors as a result of a lack of adequate shelter are also disproportionately adversely impacted through risk of physical danger and impediments to childhood education.

Simultaneously, Council has also observed that the City’s sensitive ecological areas are adversely impacted by secondary impacts of outdoor habitation. The City’s sensitive waterways, water treatment facilities, storm water and wastewater facilities are particularly vulnerable to the impacts of illegal dumping and improper disposal of human waste. Additionally, individuals living outdoors in greenways and wooded areas, who utilize fire as a source of heat, or to cook with, increase the potential for wildfire in those areas, particularly during our dry/summer months.

In an effort to reduce the aforementioned negative impacts of unsheltered homelessness, provide for greater safety, stability, and access to needed services for individuals experiencing unsheltered

homelessness this Council has approved the establishment of city-sponsored Safe Park Community in designated areas. These communities are managed and supported by contracted service providers who work to:

- Ensure safety and sanitation within and immediately surrounding the designated community;
- Assist Safe Stay Community residents with obtaining stability, accessing needed resources, and transitioning into a more permanent housing situation; and
- Proactively engage with the surrounding neighborhood(s) to mitigate potential negative impacts on the neighborhood, facilitate neighborhood participation and volunteer opportunities within the designated community, and encourage participation in neighborhood/community events, neighborhood association meetings, etc. among Safe Stay Community residents.

Advantage(s)

1. To date Thrive2Survive has served 197 people and 34 have moved into housing.
2. Thrive 2 Survive is a mostly peer-run organization, with supportive services delivered by trained individuals who also have lived experiences with homelessness, mental/behavioral health, and demonstrated recovery.
3. Thrive2Survive is an existing organization who provides hot meals, clothing and connects resources to our unhoused community.
4. Safe Park serve as a temporary bridge while more permanent housing and shelter options are implemented.
5. Because these sites are managed, our community has seen a decrease in solid waste, encampments in unsafe spaces, and negative environmental impacts.
6. Because these sites are supported, residents have greater access to services, increased stability, and more safe, healthy, and humane living conditions as they work to resolve their homelessness.

Challenge(s)

None at this time

Budget Impact

That is a contract increase of \$1,136,342.50 and not to exceed \$1,945,816.39. The 2025 Adopted budget has sufficient funds to cover the increase.

Prior Council Review

December 4, 2023 - Consent Agenda

Action Requested

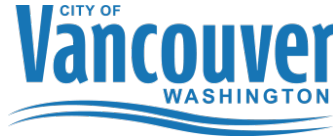
On Monday, December 16, 2024, approve the 2025 amendment for Thrive 2 Survive as the Service Provider at Safe Park for a second year.

Staff Contact

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

Attachments:

1. Contract
2. Amendment



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

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

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

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

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

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

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

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

The Contractor will be responsible to do the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For the City:

Anna Vogel

City of Vancouver

415 W 6th Street

P O Box 1995

Vancouver WA 98668-1995

Email: anna.vogel@cityofvancouver.us

For the Contractor:

Charles Hanset

Thrive2Survive

PO Box 1455

Vancouver, WA 98668

Email: charles@t2sdrive.com

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

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

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

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

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

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

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

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

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

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

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

CITY OF VANCOUVER
A municipal corporation

DocuSigned by:


Eric Holmes, City Manager

12/11/2023

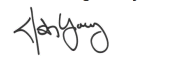
Date

Attest:

DocuSigned by:


Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:


Jonathan Young, City Attorney

CONTRACTOR:
Thrive2Survive

DocuSigned by:


Signature

Charles Hanset Executive Director

Printed Name /Title

12/6/2023

Date

ATTACHMENT "A":

Payment Rates

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



SERVICE AGREEMENT C-101457

AMENDMENT No. 1

Safe Parking Services Provider

This Agreement amends the Professional Services Agreement number C-101457 by and between the City of Vancouver, hereinafter referred to as "City", and Thrive2Survive, hereinafter referred to as "Contractor", for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$1,136,342.50 to a revised authorized amount of \$1,945,816.39.
2. **Amend** the language contained in Section 3, Payment for Contractor Services, updating language in herein attached and by reference made part of the Contract, Attachment A.
 - Updating Payment Rates effective January 1, 2025.
3. 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:
Thrive2Survive

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Attachment A: Payment Rates

Safe Park Budget 2025							
Personnel Details							
	Hourly Rate	FTE	PTE	Annual	Medical Benefits/401K	Payroll Taxes	Total Cost
Executive Director 1/3 time	\$55	-	1/3	\$38,133.33	\$11,000	\$3,686.22	\$52,819.55
Director of Operations 1/3 time	\$45		1/3	\$31,200	\$11,000	\$3,016	\$45,216
Lead Staff Day	\$30.00	2.0	-	\$124,800	\$22,000.00	\$36,192	\$182,992
Peer Support-Day	\$27.00	4.0	-	\$224,640	\$44,00.00	\$65,145.6	\$333,785.6
Peer Support-Swing	\$27.00	2.0	-	\$ 112,320	\$22,000.00	\$32,572.8	\$166,892.8
Graveyard staff	\$27.00	3.0		\$168,480	\$33,000.00	\$48,859.20	\$250,339.20
Total		11	2/3	\$699,573.33	\$99,000	\$189,471.82	\$1,032,045.15
Total Staffing expenses	\$1,032,045.15						
Program Expenses							
Office Supplies	\$10,000						
Operations Property needs Garbage clean-up crew supplies (canopies, tables, chairs, event supplies)	\$19,000						
Food costs for residents	\$7,200.00						
Client stability- Bus passes, auto parts, gas cards	\$22,000.00						
Technology (internet/laptops/walkie-talkie/cell phone)	\$8,000.00						
Training/education	\$5,000.00						
Total Program cost	\$71200						
10% indirect/admin cost	\$103,245.15						
3% cost of living increase 1/2025	\$ 33,097.35						
Total	\$ 1,136,342.5						

Staff Report: 271-24

To: Mayor and City Council
From: City Manager
Date: December 16, 2024

Subject

Contract Amendment- Professional Services Agreement for Community Court Services- C-20241212

Key Points

- The City of Vancouver entered into a professional services contract with Clark County District Court regarding the Community Court program beginning January 1, 2023.
- The existing professional services agreement will expire on December 31, 2024, unless extended by an amendment to the original contract.
- Under the current contract, the City of Vancouver is operating as the administrative and fiscal agency for the Community Court program, in addition to providing prosecutorial services for City cases referred to Community Court.
- The second amendment to the contract will extend the term of the contract for an additional two-year period beginning January 1, 2025, and effective through December 31, 2026. Unless otherwise terminated by either party, the contract will automatically extend for an additional two-year period, beginning on January 1, 2027, and effective through December 31, 2028.

Strategic Plan Alignment

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

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

Present Situation

In November 2023, Council ratified the City Manager's Declaration of Emergency related to homelessness. One of the recommended strategies for addressing the emergency was to continue the Community Court program. In the past year, the capacity of the Community Court was increased with the move from Recovery Café to the City-owned "Zhen Building" at 5107 E. Fourth Plain Blvd.

The Community Court program has been a valuable additional resource for the City to address the impacts of unsheltered camping in the community. The previous professional services agreement has proved beneficial to both parties and to the community served by the District Court and City during the initial term of the contract as publicly recognized on August 6, 2024, with a ribbon cutting ceremony at the current Community Court space.

Advantage(s)

1. Ensures continuity of the Community Court program.
2. Continuation of a successful partnership between the City of Vancouver, Clark County District Court, and numerous local service providers.

Challenge(s)

None at this time

Budget Impact

If approved, this agreement would require Clark County District Court to pay the City \$33,400 annually through the duration of the agreement.

Prior Council Review

November 28, 2022 City Council Meeting

November 6, 2023 City Council Meeting

August 5, 2024 City Council Meeting

Action Requested

On Monday, December 16, 2024, approve a Second Amendment to the Professional Services Contract for Community Court Services to extend the term through December 31, 2028.

Staff Contact

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

Attachments:

1. Contract Amendment 1
2. Contract Amendment 2
3. Contract

CLARK COUNTY
STAFF REPORT

DEPARTMENT: District Court DST-2024-DC-06 Amendment 01 to
Contract Professional Services Contract Between
Clark County District Court and City of Vancouver
(Space Use Agreement)

DATE: August 6, 2024

REQUESTED ACTION:
District Court requests for Council to approve signature authority for the County Manager to sign Amendment 01 to Professional Services Contract between District Court Community Court and City of Vancouver for space rental of the Zhen Building. The Amendment covers rental of space for the period July 01, 2024 to December 31, 2024. Funding to cover this rental agreement is available within existing budgeted Fund 1033 Mental Health Sales Tax and has been recommended for approval for this purpose by the Mental Health Sales Tax Advisory Board.

☒ Consent ☐ Hearing ☐ County Manager

BACKGROUND

As part of Clark County District Court’s Therapeutic Court Services, Community Court is a collaborative effort between District Court, the City of Vancouver, and Clark County. Community Court offers an alternative to the traditional justice system by providing a model that seeks a problem-solving approach to reduce and properly address misdemeanor offenses by connecting participating clients to needed services or treatment. Community Court was given a two week notice from its prior location at Recovery Café in June 2024. In working with the City of Vancouver, the Zhen Building, owned by the City of Vancouver, was found to house Community Court. Community Court was able to provide uninterrupted services to clients by obtaining early access and space rent commencement to the building as provided by the City of Vancouver.

District Court Community Court is renting Unit 105 of the Zhen Building, with the space comprising 2,400 square feet, for \$1,200 per month. This cost includes basic utilities, parking space, basic furnishings, and storage space. Use of the space is defined by terms in the Community Court Service Agreement with the City of Vancouver and mutually agreed upon by the parties.

Funding to cover this cost is available within Fund 1033 Mental Health Sales Tax and has been recommended for approval for this use by the Mental Health Sales Tax Advisory Board.

COUNCIL POLICY IMPLICATIONS

N/A

ADMINISTRATIVE POLICY IMPLICATIONS

N/A

COMMUNITY OUTREACH

N/A

BUDGET IMPLICATIONS

YES	NO	
X		Operating Budget Impacts

	X	Capital Budget Impacts
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation. If YES, please complete the budget impact statement. If YES, please route this Staff Report through the Budget Director and then to the County Manager.
	X	Additional budget capacity is necessary and will be requested at the next supplemental or annual budget. If YES, please complete the budget impact statement. If YES, please route this Staff Report through the Budget Director and then to the County Manager. This action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

Dollar Amount	\$7,200
Fund	Fund 1033 Mental Health Sales Tax.
Cost Center	CC121 District Court Administration
Ledger Account	5400000:Services
Program	PG0168 DC Mental Health Court

Emily M. Zwetzig, Budget Director *(if applicable)*

DISTRIBUTION:

Council staff will post all staff reports on The Web. <https://www.clark.wa.gov/council-meetings>

Bryan Farrell

07/25/24

Bryan Farrell
District Court Administrator

Primary Staff Contact Name: Bryan Farrell - (564) 397-4738

APPROVED: 
CLARK COUNTY, WASHINGTON
CLARK COUNTY COUNCIL

DATE: Aug. 6, 2024

SR# 188-24

APPROVED: _____
Kathleen Otto, County Manager
DATE: _____



BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

Part II: Estimated Revenues

Fund #/Title	2024 Annual Budget		2025 Annual Budget		2026 Annual Budget	
	GF	Total	GF	Total	GF	Total
Total						

II. A – Describe the type of revenue (grant, fees; etc.)

Part III: Estimated Expenditures

Rental of Unit 105 of Zhen Building, comprising of 2,400 square feet, for \$1,200 per month. This cost includes basic utilities, parking space, basic furnishings, and storage space. Use of the space is defined by terms in the Community Court Service Agreement with the City of Vancouver and mutually agreed upon by the parties.

III. A – Expenditures summed up

Fund #/Title	FTE's	2024 Annual Budget		2025 Annual Budget		2026 Annual Budget	
		GF	Total	GF	Total	GF	Total
Fund 1033 Mental Health Sales Tax			7,200		14,400		14,400
Total			7,200		14,400		14,400

III. B – Expenditure by object category

Fund #/Title	2024 Annual Budget		2025 Annual Budget		2026 Annual Budget	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual		7,200		14,400		14,400
Supplies						
Travel						
Other controllable						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total		7,200		14,400		14,400

First Amendment to Professional Services Contract

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES CONTRACT (this "First Amendment") is made effective July 1, 2024 (the "Effective Date") by and between Clark County District Court, after this called "District Court," a political subdivision of the State of Washington, and the City of Vancouver, after this called "Contractor," a Washington municipal corporation to that certain Professional Services Contract between District Court and Contractor effective through December 31, 2024 (the "Contract") with this First Amendment and the Contract collectively constituting the "Services Contract."

WITNESSETH

WHEREAS, the Contract effected an agreement for Contractor to provide particular professional services in the form of prosecutorial functions of City cases that are referred to Clark District Court Community Court, as set forth in an attached Statement of Work based on Contractor's expertise (the "Services"); and

WHEREAS, District Court had previously secured donated space in which Contractor conducted the Community Court Services and no longer has access to a facility available in which Contractor can provide the Services; and

WHEREAS, that space is no longer adequate to support the provision of Contractor services and District Court and Contractor have mutually agreed that Contractor has available facility space for rent located at 5107 E. Fourth Plain Blvd, Vancouver, WA 98661, commonly known as the "Zhen Building," in which the Community Court Services can regularly and consistently be provided; and

WHEREAS, the intent of this First Amendment is to implement a Use Agreement for the provision of such Community Court space and provide a Mental Health Sales Tax budget line allocation for the space rent to be paid by District Court to the Contractor pursuant to the Use Agreement; and

NOW, THEREFORE, THE DISTRICT COURT AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

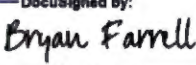
1. **Amendment.** In exchange for the consideration specified therein and pursuant to the Space Use Agreement attached hereto as "Schedule 1," Contractor shall provide District Court space in which the Contractor shall perform the Services.

2. **Definitions.** Unless otherwise provided herein, capitalized terms used and not defined in this First Amendment have the meanings assigned to such terms in the Contract.

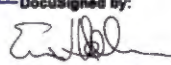
3. **Legal Effect.** Except as expressly modified by this First Amendment, all of the terms and conditions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, District Court and the Contractor have executed this First Amendment as of the Effective Date.

Clark County District Court

DocuSigned by:

69CC380EPEE7441...
Bryan Farrell, Court Administrator

City of Vancouver

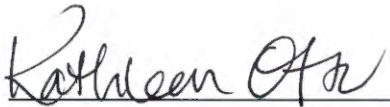
DocuSigned by:

75A9163465CA67...
Eric Holmes, City Manager

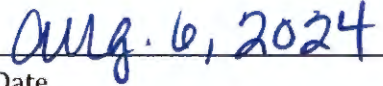
Contractor Approval of Form:

DocuSigned by:

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By: Jonathan Young, City Attorney

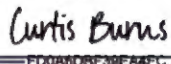
Clark County, Washington


Kathleen Otto, County Manager


Date

Approved as to Form Only:

ANTHONY F. GOLIK
Prosecuting Attorney

DocuSigned by:

FD0A60BF39EA4FC...
Curtis Burns, Deputy Prosecuting Attorney

7/23/2024
Date

First Amendment – Schedule 1

Community Court Space Use Agreement

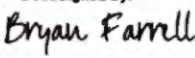
THIS SPACE USE AGREEMENT (this “Use Agreement”) is made effective July 12, 2024 (the “Effective Date”) by and between Clark County District Court, after this called “District Court,” a political subdivision of the State of Washington, and the City of Vancouver, after this called “Contractor,” a Washington municipal corporation pursuant to that certain Professional Services Contract between District Court and Contractor, as amended by the First Amendment executed of even date herewith (the “Services Contract”).

1. **Term and Extension.** This Use Agreement shall be binding from July 12, 2024 (the “Commencement Date”) through December 31, 2024 and run concurrent with the Services Contract (the “Term”). Contingent upon renewal or extension of the Services Contract, this Use Agreement may also be renewed or extended by the parties.
2. **Building Location.** Pursuant to the Services Contract and this Use Agreement, the Community Court Services shall be performed at 5107 E. Fourth Plain Blvd, Vancouver, WA 98661, commonly known as the “Zhen Building.” The Zhen Building is owned by Contractor, with 60% of property acquired by the City water fund and 40% acquired by the City general fund.
3. **Space.** The specific space District Court is renting in the Zhen Building for use by Contractor in the provision of the Community Court Services is Unit 105 comprising 2,400 square feet (the “Space”).
4. **Use.** District Court shall have access to the Space every Friday during the Term from 7:00am to 6:00pm Pacific Time for the purpose of Contractor providing the Community Court Services required by the Services Contract. Additionally, District Court may continuously utilize a secure storage area designated by Contractor within the Space during the Term for purposes of storing District Court personal property deployed in provision of the Services. As mutually agreed upon by the parties, the Space may be available to District Court for special events and/or maintenance at other times.
5. **Space Rental Rate.** District Court shall pay the Contractor an annual rent rate for the Space of \$6.00 per square foot (“Space Rent”), calculated on a monthly basis and prorated on a 30-day calendar month for any usage of less than one month. Space Rent shall therefore equal \$1,200 per month.
6. **Early Access and Space Rent Commencement.** District Court shall have early access to the Space beginning on July 2, 2024, and the Space Rent shall begin on the Commencement Date.

7. **Rent Payment.** District Court will pay to Contractor the Space Rent on or before the 1st of each month for the following month of space rental.
8. **Contractor Rent Allocation.** Because the current fair market value annual rental rate of the Space is \$10 per square foot and the Space Rent assessed is \$6 per square foot, Contractor shall internally allocate all of the Space Rent paid by District Court to the City water fund account in accordance with the Zhen Building ownership distribution described above.
9. **Signage & Tenant Improvements.** District Court may install signage on the Building and construct minor modifications, including installation of information technology (IT) and criminal justice information services (CJIS) facilities, to the Space at District Court's sole cost and expense (the "IT Improvements"), subject to advance written approval by Contractor. District Court shall be responsible for causing any such Improvements to be made in accordance with all applicable laws and regulations.
10. **Space Improvements.** Contractor responsible for minimal Space improvements to include moving an internal, non-loadbearing wall to allow for an expanded courtroom area, completing necessary repairs to ceiling and floor.
11. **Furnishings.** Collaboratively, Contractor and District Court we will ensure that basic furnishings are installed from their respective surplus property inventory on or before July 12, 2024.
12. **Parking.** Visitors and guests of District Court may utilize designated parking at the Zhen Building while participating in the Services delivered pursuant to the Services Contract at no additional cost beyond the Space Rent.
13. **Building Services.** Contractor shall provide and cover the cost of basic utilities, security (excluding CJIS security which shall be provided by District Court), and janitorial services and shall conduct necessary maintenance and repair on the Zhen Building to ensure commercially reasonable use of the Space.
14. **Insurance.** Contractor and District Court both self-insure. Contractor shall be responsible to provide commercially reasonable real property insurance on the Zhen Building and commercially reasonable personal injury insurance for the Space. District Court shall be responsible to provide commercially reasonable personal property and general commercial liability insurance for the Space.
15. **Definitions.** Unless otherwise provided herein, capitalized terms used and not defined in this Use Agreement have the meanings assigned to such terms in the Services Contract.
16. **Services Contract Controls.** This Use Agreement is made pursuant to the Services Contract and, except as expressly provided herein, this Use Agreement is controlled by the Services Contract and shall be construed in accordance therewith.

IN WITNESS WHEREOF, District Court and the Contractor have executed this Use Agreement as of the Effective Date.

Clark County District Court

DocuSigned by:

Bryan Farrell, Court Administrator

City of Vancouver

DocuSigned by:

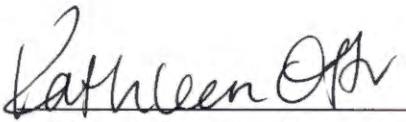
Eric Holmes, City Manager

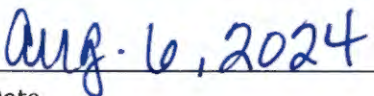
Contractor Approval of Form:

DocuSigned by:

By: Jonathan Young, City Attorney

Clark County, Washington


Kathleen Otto, County Manager


Date

Approved as to Form Only:

ANTHONY F. GOLIK
Prosecuting Attorney

DocuSigned by:

Curtis Burns, Deputy Prosecuting Attorney

7/23/2024
Date

Second Amendment to Professional Services Contract

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES CONTRACT (this “Second Amendment”) is made effective December 31, 2024 (the “Effective Date”) by and between Clark County District Court, after this called “District Court,” a political subdivision of the State of Washington, and the City of Vancouver, after this called “Contractor,” a Washington municipal corporation to that certain Professional Services Contract between District Court and Contractor effective through December 31, 2024, as amended by that First Amendment to Professional Services Contract dated effective July 1, 2024 (the “Contract”) with this Second Amendment and the Contract collectively constituting the “Services Contract.”

WITNESSETH

WHEREAS, the Contract effected an agreement for Contractor to provider particular professional services in the form of prosecutorial functions of City cases that are referred to Clark District Court Community Court, as set forth in an attached Statement of Work based on Contractor’s expertise (the “Services”); and

WHEREAS, this professional services arrangement has proved beneficial to both parties and to the community served by District Court and Contractor during the initial term as publicly recognized on August 6, 2024 with a ribbon cutting ceremony at the current Community Court space contractually provided for by the First Amendment; and

WHEREAS, the Community Court Space Use Agreement dated effective July 12, 2024 attached as Schedule 1 to the Contract (the “Use Agreement”) is intended to run concurrently with the Contract and be renewed or extended upon renewal or extension of the Contract; and

WHEREAS, the intent of this Second Amendment renew the Contract and Use Agreement and extend the term of this arrangement so as to ensure continued and uninterrupted judicial Services;

NOW, THEREFORE, THE DISTRICT COURT AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. **Amendment.** In accordance with the provisions of the Contract and the Use Agreement, the parties which to amend the Contract as follows:
 - a. The Term of the Contract, as specified in Paragraph 2 of the Contract, shall be extended for an additional two-year period beginning on January 1, 2025 and effective through December 31, 2026.
 - b. The Term of the Use Agreement is renewed and extended concurrent with the Contract and shall automatically renew or extend upon any future renewal or

extension of the Contract, unless otherwise terminated by either party in accordance with the provisions of this Second Amendment.

- c. Unless otherwise terminated by either party, as provided by the Contract or in accordance with the provisions of this Second Amendment, the Term of the Contract (and the Use Agreement) shall automatically extend for an additional two year period, beginning on January 1, 2027 and effective through December 31, 2028.
 - d. In addition to the Termination rights afforded District Court by Paragraph 4 in the Contract, either party may terminate the Contract upon ninety (90) days advance written notice. Furthermore, either party may elect to independently terminate the Use Agreement, without jeopardizing the Contract, upon ninety (90) days advance written notice. Notwithstanding the foregoing, any termination of the Contract shall automatically and concurrently terminate the Use Agreement.
2. **Definitions.** Unless otherwise provided herein, capitalized terms used and not defined in this Second Amendment have the meanings assigned to such terms in the Contract.
 3. **Legal Effect.** Except as expressly modified by this Second Amendment, all of the terms and conditions of the Contract shall remain unchanged and in full force and effect.
 4. **Ratification.** All actions taken by the parties prior to any necessary and respective governing body approval or full execution of this Second Amendment are hereby ratified and confirmed.
 5. **Execution.** This Second Amendment may be signed electronically and executed in two or more counterparts, each of which shall be deemed to be an original and all of which, taken together, constitute one agreement.

IN WITNESS WHEREOF, District Court and the Contractor have executed this Second Amendment as of the Effective Date.

[SIGNATURE PAGE FOLLOWS]

Clark County District Court

Bryan Farrell, Court Administrator

City of Vancouver

Lon Pluckhahn, City Manager

Contractor Approval of Form:

Jonathan Young, City Attorney or Designee

Clark County, Washington

Kathleen Otto, County Manager

Date

Approved as to Form Only:

ANTHONY F. GOLIK
Prosecuting Attorney

Curtis Burns, Deputy Prosecuting Attorney

Date

Professional Services Contract

THIS CONTRACT by and between Clark County District Court, after this called "District Court," a political subdivision of the State of Washington, and **The City of Vancouver** after this called "Contractor."

WITNESSETH

WHEREAS, the Contractor has the expertise to provide professional services for District Court and to perform those services more particularly set out in the proposal attached hereto and incorporated herein.

WHEREAS District Court does not have available staff to provide such services for the benefit of the services of District Court, NOW, THEREFORE,

THE DISTRICT COURT AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. **Services.** The Contractor shall perform services as set forth in the Statement of Work (pp. 4-5).
2. **Term.** The contract shall be effective through December 31st, 2024, from the date of this fully executed contract.
3. **Compensation.** District Court shall pay the Contractor for performing said services upon receipt of a signed invoice. The parties mutually agree that in no event may the amount billed exceed \$19,000 yearly.
4. **Termination.** The District Court may terminate this contract immediately upon any breach by Contractor in the duties of Contractor as set forth in Contract. The waiver by the District Court of one or more breaches shall not be construed as a waiver of any subsequent breach or breaches. Further, District Court may terminate this Contract upon immediate notice to Contractor if the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination.
5. **Independent Contractor.** The Contractor shall always be an independent Contractor and not an employee of the Clark County and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.
6. **Indemnification / Hold Harmless.** The Contractor shall defend, indemnify, and hold the District Court, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of, or resulting from the negligent acts, errors, or omissions of the Contractor in performance of this Contract, except for injuries and damages caused by the sole negligence of the District Court. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.48.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the District Court, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

7. Wage and hour compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save District Court free, clear, and harmless from all actions, claims, demands, and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

8. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is now or may during the term of this Contract be enacted as to all persons employed by the Contractor in performance of the work pursuant to this Contract and shall assume exclusive liability therefore, and meet all requirement's thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

9. Contract Documents. Contract documents consist of this Contract and Statement of Work (pp. 4-5). If there is a conflict between the provisions of these documents, the provisions of this Contract shall control.

10. Equal Employment Opportunity. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, gender identity, sexual orientation, age, disability, marital status, or national origin.

11. Changes. District Court may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between District Court and the Contractor, shall be in writing, signed by both parties and incorporated in the written amendments to the Contract.

12. Public records act. Notwithstanding the provisions of this Contract to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist District Court in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify District Court by providing a copy of the request to the Clark County Public Records Officer/District Court.

13. Governing Law. This Contract shall be governed by the laws of the State of Washington. Venue for any litigation shall be in Superior Court for the State of Washington in Clark County, Washington.

14. Confidentiality. With respect to all information relating to District Court that is confidential and clearly so designated, the Contractor agrees to keep such information confidential.

15. Conflict of Interest. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. The Contractor further covenants that no person having such interest shall be employed by it or shall perform services as an independent Contractor with it, in the performance of this Contract.

16. **Consent and Understanding.** This Contract contains a complete and integrated understanding of the contract between the parties and supersedes any understandings, Contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.

17. **Severability.** If any provision of this Contract is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

IN WITNESS THEREOF, District Court and the Contractor have executed this contract on the date signed below.

Clark County District Court

City of Vancouver

Amber Emery, Court Administrator

DocuSigned by:

75A9183485CA467...
Eric Holmes, City Manager

Date

12/1/2022

Date

Clark County

Approved as to Form Only:

ANTHONY F. GOLIK
Prosecuting Attorney

Kathleen Otto, County Manager

Curtis Burns, Deputy Prosecuting Attorney

Date

Date

Statement of Work

Project Description

The City of Vancouver is operating as a Contractor for Clark County District Court operating as the administrative and fiscal agency. As such, CONTRACTOR must comply with the terms and conditions in this Agreement.

The intent of this Agreement is to provide a Mental Health Sales Tax budget line allocation to the CONTRACTOR for the project, to be provided by the District Court to the CONTRACTOR. The project will fund prosecutor services to oversee the prosecutorial functions of city cases that are referred to Clark District Court Community Court.

City of Vancouver as CONTRACTOR will:

- Provide a prosecutor or intern for city cases
- Screen cases for eligibility to participate in Community Court
- Provide discovery to the public defender in and expedited manner
- With our partners, develop and implement a policy and procedure manual for Community Court
- Provide a part time legal secretary to support the City’s prosecution services

This Mental Health Sales Tax budget line amount will be spent on staffing. The CONTRACTOR will provide prosecutorial and support service to the Clark County District Court Community Court Program.

Project Budget

1. The District Court will reimburse the CONTRACTOR with funds in an amount not to exceed, from funds already contracted to the District Court, for purposes of completing the project described herein. The use of these funds shall be expressly limited to the activities described in this Contractor Agreement.
2. Any reduction in the yearly budget authority will be done after consultation with the CONTRACTOR and will require a modification of this Agreement.

YEARLY BUDGET	Mental Health Sales Tax
Personnel	\$21,546.00
Project Total:	\$21,546.00

Payment Provisions

The City of Vancouver as a CONTRACTOR will invoice Clark County District Court for program reimbursement by providing the following by the 15th of each month for the preceding month. Clark County District Court will reimburse the CONTRACTOR within 15 business days.

Reporting

The CONTRACTOR shall provide the District Court with a semi-annual narrative report due by the end of January and July yearly. The District Court may withhold payment to the CONTRACTOR if reporting requirements are not met.

Notice to Proceed

Upon execution of this agreement, the District Court will furnish the CONTRACTOR with an e-mailed notice to proceed. No work on the project shall occur prior to the Notice to Proceed without prior e-mailed approval from the District Court.

Project Completion

Project completion means that:

- The project complies with the requirements of this Agreement;
- CONTRACTOR has been reimbursed for all costs.

Staff Report: 265-24

To: Mayor and City Council
From: City Manager
Date: December 16, 2024

Subject

Lease Agreement - 2025 Fixed Base Operator

Key Points

- Approval of this agreement will provide continuous operation of services provided at the airport for a 5-year agreement with two additional two-year extensions.
- This is an improvement from the current month-to-month lease.
- This new lease will generate an increase in revenue and more accurately defines the facilities to be leased and the responsibilities of the leasee.
- The council is being asked to authorize the signing of this lease agreement.

Strategic Plan Alignment

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

Present Situation

Aero Maintenance Flight Center has been operating at Pearson Field as the Airport's Fixed Base Operator (FBO) since February 1996. The services provided by the FBO, including fuel sales, aircraft maintenance, avionics maintenance and a flight training operation, are important to the local and regional general aviation community.

The proposed new lease generates an increase in revenue, more clearly defines the facilities to be leased, including two commercial hangars, aircraft tie-downs and the fueling system and also provides more details on which maintenance responsibilities are the lessees. This new lease will enable Aero Maintenance to continue operating for the next 5 years with two options to extend an additional two years per each extension.

Advantage(s)

1. Provides uninterrupted and continuing FBO services
2. The new lease agreement generates an increase in revenue.

Challenge(s)

This will continue to lease the only two large commercial facilities on the Airport to one tenant, thereby limiting the commercial activities to one business.

Budget Impact

The new lease will increase the annual revenue for Pearson Field by \$12,000 with annual CPI adjustment for the duration of the lease.

Prior Council Review

Prior lease agreement extension dated December 10, 2018.

Action Requested

Authorize the City Manager, or designee, to sign a new lease agreement with Aero Maintenance Inc. for the use of facilities at Pearson Field Airport.

Staff Contact

Meredith Fox, Airport Manager, meredith.fox@cityofvancouver.us

Attachments:

1. Lease Agreement

**LEASE AGREEMENT
FOR
FIXED BASED OPERATION AT PEARSON FIELD AIRPORT**

WHEREAS, the City is the owner and operator of Pearson Field Airport "Airport" located in the City of Vancouver, County of Clark, state of Washington; and

WHEREAS, this lease agreement is to provide for and set forth the terms and conditions of such occupancy and use of said facilities at the Airport; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein, and for the other good and valuable consideration, the parties hereto agree as follows:

Section 1. THE PARTIES

THIS LEASE AGREEMENT is made and entered into as of the ____ day of _____, 202__ by and between the City of Vancouver, a municipal corporation of the state of Washington, Lessor, hereinafter referred to as "City", and Aero Maintenance, Inc., hereinafter referred to as "Lessee."

Section 2. LEASED PREMISES

The City hereby leases to Lessee and Lessee leases from the City the following three separate described properties identified as Property 1, Property 2 and Fuel Facility (together referred to as the "Leased Premises"):

2.1 Property 1- 101 Building and Grounds

- A. Hangar building. The building located at 101 East Reserve Street, comprising of approximately 9,600 square feet of hangar space and approximately 6,000square feet of office space with paved automobile parking available directly north of the building. (See attached Exhibit A).
- B. Building Apron and Parking Spaces. A paved aircraft ramp area on the east and west side of the building, extending outward a distance of approximately 80 feet. (See Exhibit A).

2.2 Property 2- 105 Building and Grounds

- A. Hangar Building. The building located at 105 East Reserve Street, comprising of approximately 7,200 square feet of hangar space on the east end of the building and approximately 1,200 square feet of office space (see attached Exhibit A). Lease does not include one of the 200 square foot office spaces that will be used as the Airport Manager's office. Lessee understands that the City may be renovating the approximate 1,500 square feet of office space during the time of this lease. An amendment to reflect the release of

this portion of the agreement may be forthcoming.

- B. Building Apron and Parking Spaces. A paved area on the east side of the building, extending outward a distance of approximately 80 feet and half of the paved automobile parking area directly south of the building. This parking space to be designated as private parking for building tenants only (see Exhibit A).

2.3 Fuel Facility. A Fuel storage island consisting of three underground storage tanks, concrete pad and three fuel pumps and a dispenser, comprising a space approximately 40'x40' (see attached Exhibit A). Lessee understands that the City may be replacing the existing fuel system with an above ground Fuel Island within the timeframe covered by this Lease. Associated fees for this facility will change commensurate to the cost of this upgrade. The City reserves the right to assume responsibility for fueling operations any time after the installation of an above ground fueling facility.

Section 3. RENTAL AMOUNTS AND ASSOCIATED FEES

3.1 Base Rent. A Rent for property 1 at 101 East Reserve Street shall be \$2.50 per square foot per year for hangar space and \$5.20 per square foot per year for office space. (Hangar space is approximately 9,600, square feet at \$2.50/sqft/yr equals \$2,000.00 per month for the first year. Office space is approximately 6,000 square feet at \$5.20/sqft/yr equals \$2,600 per month for the first year).

Rent for property 2 at 105 East Reserve Street shall be \$2.50 per square foot per year for hangar space and \$5.20 per square foot per year for office space. Hangar space is approximately 7,200, square feet at \$2.50/sqft/yr equals \$1,500.00 per month for the first year. Office space is approximately 1,200 square feet at \$5.20/sqft/yr equals \$520.00 per month for the first year.

Rent for Fuel Facility at 101 East Reserve Street shall be \$300.00 per month for the first year.

Lessee also agrees to pay any other additional state, federal or city taxes payable or which may become payable by the City and are associated with the leased property covered under this agreement. Rent shall be paid in monthly installments on or before the 10th day of every month, with the first payment due on January 1, 2025.

3.2 Fuel Flowage User Fee. In addition to the rents set forth above, Lessee shall pay the City a fuel flowage fee for each gallon of fuel delivered to the Fixed-Base Operator FBO at the Airport.

The fuel flowage fee shall be Eight Cents (\$0.08) per gallon. The City may from time to time, in the exercise of its reasonable discretion, adjust the Fuel Flowage Fee to address market conditions. Any increase in fuel flowage fees will take effect thirty (30) days after the Airport Manager provides written notice to the FBO. The City will make commercially reasonable efforts to reach a mutual agreement with the FBO in determining the amount of any increases in fuel flowage fee. The City will use as a basis of consideration similar fees charged at other airports in the region operating under similar conditions. Lessee's fuel supplier and/or dealer are required to have a valid City business license.

Lessee shall provide the City with records of the end-of-month individual pump meter readings by the 10th day of each month. The City shall have the right to inspect Lessee's fuel flowage records. Should Lessee fail to record and deliver all information required within 10-days of request, a \$50 penalty shall be incurred.

3.3 Additional Monthly Rent. If the Lessee reserves from the City any aircraft tie downs that are located on the public portion of the Airport Facilities and not on the Leased Premises, Lessee must pay the monthly rate charged by the City for use of the tie downs. This "Additional Monthly Rent" is due and payable at the same time as the Monthly Base Rent (the total of the monthly rent for the Leased Premises) and shall accompany the Monthly Base Rent payment made by Lessee to the City. The Additional Monthly Rent shall be the monthly rate charged by the City for use of aircraft tie downs on the Public Airport Facilities multiplied by the number of tie downs reserved by the Lessee (see Exhibit A). The Additional Monthly Rent shall be adjusted to coincide with the any change in the rate charged by the City to the public for use of tie downs owned and maintained by the City as part of the Public Airport Facilities.

3.4 Delinquent Payments. Delinquent rental payments, i.e. payments ten (10) or more days late, shall accrue interest payable to the City at the rate of 12% per annum. In addition, the Lessee shall pay a late fee of \$500 for each month the payment is late. The City, as a courtesy, sends monthly invoices to Lessee. However, Lessee is responsible for paying all rents, late fees and interest regardless of whether the City sent to Lessee or Lessee received any invoice from the City.

3.5 Damage and Cleaning Deposit. Upon execution of this lease, Lessee shall deposit, unless already on deposit, the amount of \$500 to be held for the term of this lease for the purpose of paying any outstanding charges upon termination of this lease including cleaning, damages or unpaid utility bills. If no such charges exist at the termination of the lease, said amount will be

refunded to the Lessee. Upon termination of the lease, should the cost of cleaning, damages or unpaid utility bills exceed \$500, it is understood and agreed that the Lessee is responsible for such charges and shall remit to the City any amount owing upon receipt of notice of amount due.

3.6 Monthly Base Rent Increase.

Commencing on _____1, 202__, said date being the first one (1) year anniversary of the Rent Commencement Date, and on each subsequent one (1) year anniversary thereafter, the Monthly Base Rent shall be adjusted in accordance with this paragraph. The rent increase shall be determined by multiplying the current annual rent by the annual percent change in the Consumer Price Index U.S. City Average—All Items for All Urban Consumers, West (1982 through 84 = 100) , for the month which is two (2) months prior to the month of the anniversary of the Rent Commencement Date (“the Adjustment Month”) of the current lease year from the CPI-U for the Adjustment Month of the prior year, as those index figures are determined by the United States Department of Labor, Bureau of Labor Statistics. If there is no such CPI-U figure for the Adjustment Month of any year of the Term, then the Adjustment Month figure of the successor or most nearly comparable successor Index shall be used.

A. The calculation of the annual rent increase shall be as follows:

(1) Determine the current annual rent by multiplying the current monthly rent by 12.

(2) Determine the CPI-U index point change by subtracting the previous year's CPI-U index figure for the Adjustment Month from the current year's CPI-U index figure for the Adjustment Month.

(3) Determine the CPI-U annual percent change by dividing the index point change by the previous year's CPI-U index figure for the Adjustment Month. This quotient can be expressed as a percentage by multiplying by 100.

(4) Determine the additional annual rent by multiplying the current annual rent by the annual percent change.

(5) Determine the new annual rent by adding the additional annual rent to the current annual rent.

(6) Determine the new monthly rent by dividing the new annual rent by 12.

B. For example only, the following is shown for determining the annual percentage change:

CPI-U for current period	133.0
Less CPI-U for previous period	130.0
Equals Index Point Change	3.0
Divided by previous period CPI-U	<u>130.0</u>

	Equals	0.023	
Result multiplied by 100		0.023	x 100
	Equals percent change	2.3	%

C. In no event shall the minimum Monthly Base Rent for any year during the Term be less than the minimum Monthly Base Rent for the immediately preceding year. Any annual adjustment shall not exceed three and a half (3.5) percent.

Section 4. USE OF LEASED PREMISES

4.1 Type of Operation. The premises shall be used primarily for the conduct of a Fixed Base Operator (FBO.) These services are to include at a minimum, aircraft maintenance, flight training, and fuel sales. Hours of operation are to be normal business hours (approximately 8:00 a.m. to 5:00 p.m., Monday- Friday), with fuel sales available on a 24-hour, self-serve, basis. Other services may be permitted with Airport Manager's approval.

The Lessee shall maintain and operate all premises covered by this agreement in a first-class manner and shall keep such premises in a safe, clean, orderly and inviting condition at all times, in accordance with the highest standards for this type of operation at other airports in the area.

4.2 Fuel Tanks and Aviation Fuel Pumps. City shall maintain in good condition the pumps, fuel lines and underground storage tanks (or above ground storage tanks once a new fuel farm is constructed). City shall be responsible for regular and required tank testing. However, City shall not be obligated to clean-up fuel spillage nor make any repair or replacement occasioned by an act or omission of the Lessee or its employees, agents, licensees or customers. Lessee shall maintain in good condition the fuel dispensing hoses, nozzles and grounding wire and reels. The City shall be responsible for all costs of the replacement of said item when needed. Lessee shall own and maintain the card reader system on the fuel pump(s). Lessee shall be responsible for daily leak checks in the aviation fuel system and recording and reporting this information as required by the Washington State Department of Ecology. Lessee is also responsible for paying the City's annual chemical hazard fee associated with the fuel system.

4.3 Subletting of Leased Premises. Subletting is approved for office and hangar spaces but not for parking spaces. Any subletting shall be approved by the Airport Manager in writing on a case by case basis, which approval shall not be unreasonably withheld. Lessee will provide the City with a copy of all subleases and a key to the subleased area of the building. At no time shall the Lessee sublet any of the premises without first contacting the Airport Manager.

4.4 Utilities. The Lessee shall pay all utilities, including but not limited to, electrical, water, sewerage, internet and storm water utilities; provided, however, that the City shall pay for water and electricity for the 105 Building.

Section 5. TERM

5.1 Term. The term of this lease shall be for five (5) years, commencing on _____, 202_, subject only to earlier termination in accordance with the terms of this agreement. Lessee may extend the terms of this lease for two (2) additional two (2) year periods, after which a new lease may be negotiated, by providing City written notice of interest to do so, at least one-hundred and twenty (120) days prior to the expiration of the additional lease term, provided Lessee is not in default at the time of giving such notice or on the date of expiration of the original term.

The Term shall not be extended if Lessee is in default of Lessee's obligations under this Lease Agreement, whether monetary or non-monetary, on the date that Lessee gives any such written notice to the City.

5.2 Termination. This Lease Agreement shall be subject to termination by either party, for cause, providing written notice to the other party of at least one-hundred and twenty (120 days) prior to the date on which termination takes place and in accordance with the terms of this Agreement. "Cause" shall be defined as a material breach of any terms or conditions of this Lease which remain uncured within sixty (60) days of notice of the breach. All written notice shall be made pursuant to Section 10.14.

Section 6. CONDITIONS AND ALTERATIONS

6.1 Condition of Premises. The City makes no warranty or guarantee concerning the condition of the Leased Premises, including the physical condition or any condition which may affect the Leased Premises, and it is agreed that the City will not be responsible for any loss, damage or costs which may be incurred by Lessee by reason of any such conditions. Lessee has inspected the premises and agrees to accept the Leased Premises in its present condition. Subject to the provisions of Section 6.3, Lessee agrees also that it will provide at Lessee's own cost and expense any leasehold improvements, furniture, furnishings, fixtures and equipment it deems necessary for its purposes.

6.2 Maintenance of Premises and Operational Costs. Lessee shall maintain and keep in good state of repair the Leased Premises. Unless otherwise provided in this Lease, Lessee shall bear at its own expense all costs of operating the Leased Premises and shall pay, in

addition to rental and all other costs connected with the use of the premises, all janitor services and supplies, re-lamping the lights, maintenance of all utility fixtures including plumbing, interior electrical wiring, hangar doors and all other services and supplies not furnished by the City, and shall pay for all permits and licenses required by City or other law. Lessee is responsible to provide for adequate pest control, including, but not limited to preventing and eliminating destructive insects, to include bees and wasps, rodents, and reptiles found on the Leased premises.

City shall maintain in good condition and repair, the roof, subflooring, interior and exterior plumbing and wiring and conduits, foundation, floor slab, structural supports (both interior and exterior), curbs, parking lots and aprons, sewers and drains, exterior of buildings and all other aspects of the Leased Premises not assigned to Lessee.

6.3 Future Alterations and Improvements. Lessee shall make no alterations, additions, replacements, or improvements during the term of this lease without obtaining the City's written approval in advance. Upon completion of any such improvements, Lessee shall file with the City a verified statement of final cost of such improvements together with copies of receipted invoices for labor and materials used and also including architectural engineering and design fees. Lessee hereby agrees that all fixtures and improvements shall become the property of the City upon the termination of this Lease through the expiration of the term or for any other reason. Maintenance and operation of such improvements shall be the sole responsibility of Lessee during the term of the lease.

6.4 Signs. Lessee may install signage for identification and advertising purposes with the City's written consent. All signage must comply with City codes including codes for the Vancouver National Historic Reserve.

6.5 Access to Premises. Lessee shall allow the City's authorized representatives access to the Leased Premises, leased exclusively to Lessee, upon 24 hour notice, for the purpose of examining and inspecting the premises, performing maintenance or for purposes connected with the performance of its obligations hereunder, in the exercise of its governmental functions or in the case of emergency. Lessee shall provide the City with a key to the buildings that are leased exclusively to the Lessee. City agrees that the key will only be used by airport staff and by City maintenance staff who are assigned to work at the airport..

Section 7. LAWS, RULES AND REGULATIONS

7.1 Laws, Ordinances, Etc. The Lessee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state, county and municipal governments which may be

applicable to its operations at the airport.

7.2 Rules and Regulations. The City shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of the airport and related facilities, which Lessee agrees to observe and obey.

7.3 Landlord Tenant Regulations. This Agreement is subject to the applicable statutory provisions of Title 59 RCW, Landlord-Tenant, which by this reference are incorporated herein as fully as though set forth verbatim.

7.4 Temporary Lawful Assumption / Relief of Obligation. The temporary, lawful assumption by the United States Government or any authorized agency thereof of the operation, control or use of the airport and facilities, or any substantial part or parts thereof, which substantially restrict Lessee's use of the premises shall temporarily (during the time of such government use) relieve Lessee of its obligation for rental payment hereunder.

Section 8. VANCOUVER NATIONAL HISTORIC RESERVE

The Lessee acknowledges that Pearson Field is part of the Vancouver National Historic Reserve (VNHR), a federally designated national historic site.

8.1 Fly Neighborly. Pearson Field Airport is adjacent to Fort Vancouver National Historic Site, a unit of the National Park Service. Pilots are encouraged to reduce power as soon as practical for noise abatement and to also avoid flying over the stockade at Fort Vancouver except in the event of an emergency

8.2 Independence Day. The airport may be closed the evening of July 4th in association with the annual Independence Day fireworks. The Airport Manager will notify tenants regarding airport access restrictions, closures and related issues prior to July 4 of each year.

Section 9. INDEMNITY/INSURANCE

9.1 Indemnity. Lessee agrees fully to indemnify, and save and hold harmless, the City, **its officials, employees and agents**, from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damage or injuries to third persons or their property, caused by the fault or negligence or alleged fault or negligence of Lessee, its agents or employees, in the use or occupancy by Lessee of the Leased Premises covered by this agreement; provided, however, that Lessee shall not be liable for any injury or damage or loss occasioned by the sole negligence of the City, its agents or employees; and provided further that City shall give to Lessee prompt and reasonable notice of any such claims or actions and Lessee shall

have the right to investigate, compromise and mutually defend the same.

9.2 General Liability Insurance. Lessee agrees to carry and keep in force, general liability insurance covering bodily and personal injury, property damage and contractual liability, and such other insurance as may be necessary to protect the City herein from such claims and actions aforesaid. Without limiting its liability as aforesaid, Lessee agrees to maintain with insurance underwriters satisfactory to the City a standard form of policy of insurance in an amount of not less than \$1,000,000 per occurrence. City shall be listed as an additional insured.

9.3 Hangarkeeper's Insurance. Lessee shall procure and at all times keep in force hangarkeeper's legal liability insurance in the amount of \$100,000 per aircraft and \$500,000 per occurrence. City shall be listed additional insured. Lessee shall provide the City with a copy of this insurance certificate.

9.4 Lessee Responsible for Any and All Damages Resulting from Floods. Lessee hereby acknowledges that the Leased Premises are situated on a 100-year floodplain according to the United States Army Corps of Engineers and the Federal Emergency Management Agency. Accordingly, the Lessee hereby agrees that they will be solely liable for any and all damages that results to any personal property owned by the Lessee from any type of flood that occurs on the Leased Premises. Lessee further agrees to hold harmless and defend the City, **its officials, employees and agents**, from any and all claims, damages, lawsuits and/or appeals for any losses or damages to property, physical and/or psychological injuries that result from of any flood that may occur on the Leased Premises. Lessee understands that they bear full responsibility of taking any and all precautionary measures to prevent or mitigate damages or injuries to Lessee's personal property from flooding on the Leased Premises, and that they can proactively mitigate damages by procuring an insurance policy that will cover such damages and/or injuries from flooding on the Premises.

Section 10. GENERAL PROVISIONS

10.1 Assignment, Transfer and Subletting: The Lessee shall not at any time assign, sublease or transfer this agreement or any of the rights, privileges, uses or interests arising hereunder without first having obtained written approval from the City which approval shall be unreasonably withheld. In the event of any assignment, sublease, or transfer approved by the City, any assignee, sublessee or transferee shall be subject to the same conditions, obligations and terms as set forth herein, and the Lessee shall be responsible for the observance by its assignees, sublessees or transferees of the terms and covenants of this lease. In case of default by any assignee, sublessee or transferee, the Lessee, as well as assignee, sublessee or transferee shall remain responsible for the

performance by such assignee, sublessee or transferee of such lease.

10.2 Redelivery. Upon termination of this lease the Lessee shall have no further right or interest in the Leased Premises and the City shall be entitled to have the Leased Premises returned to it immediately. The Lessee shall remove all improvements constructed or installed by Lessee that the City directs the Lessee to remove from the Leased Premises. The Lessee shall remove such property from the Leased Premises at the direction of the City within sixty (60) days after said termination and restore the premises to their original condition. However, the Lessee hereby agrees that all fixtures shall be the property of the City upon the termination of this Lease unless the City specifically waives the right to own the fixtures in writing. The Lessee further agrees that the City shall have the sole option to waive the provisions of this section either in whole or in part that relate to the Lessee's removal of fixtures and other property constructed or installed by Lessee from the Leased Premises. In the event that the City does not require the Lessee to remove fixtures and/or other property from the Leased Premises, then all buildings and improvements of all types, including fixtures, constructed on the Leased Premises by the Lessee or the City shall become the property of the City upon the termination of this Lease.

10.3 Holding Over. In the event Lessee shall hold over and remain in possession of the Leased Premises after the expiration of this agreement without any written renewal thereof, such holding over shall not be deemed to operate as a renewal or extension of this agreement but shall only create a tenancy from month to month which may be terminated at any time by the City or the Lessee with a minimum of 30 days notice in writing.

10.4 Non-Waiver: Any waiver of any breach of covenants herein contained to be kept and performed by either party hereto shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party hereto from declaring a forfeiture, termination or cancellation for any succeeding breach either of the same condition or covenant or otherwise. Acceptance or payment of rent shall not be deemed a waiver.

10.5 Attorney's Fees. In the event any action or suit or proceeding is brought to collect the rent or to become due hereunder or any portion thereof or to take possession of the Leased Premises or to enforce compliance with this Agreement or for failure to observe any of the covenants of this

Agreement, the prevailing party shall be entitled to recover such sum as the court may adjudge reasonable as attorney's fees to be allowed in said suit, action or proceeding, and in the event of an appeal as allowed by the appellate court.

10.6 Default. (A) If Lessee shall fail to pay rent when due, or (B) if Lessee shall fail or neglect to do or perform or observe any of the covenants contained herein on Lessee's part to be kept and performed, and such default under (A) shall continue for a period of not less than ten (10) days or under (B) for a period of not less than thirty (30) days after the City has notified Lessee in writing of Lessee's default, or if Lessee shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors or if Lessee abandons its operation of the facility for a period of forty-five (45) days, then in any of said cases or events, the City, lawfully may, at its option, immediately or at any time thereafter, without demand or notice terminate this lease and enter into and upon the Leased Premises or any part thereof and repossess the same of its former estate, and expel said Lessee and those claiming by, through, or under it, and remove its effects, if any, forcibly if necessary, without compensation and without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or a preceding breach of covenant.

10.7 Quiet Enjoyment. The City agrees that on payment of the rent and performance of the covenants and agreements on the part of the Lessee to be performed hereunder, Lessee shall peaceably have and enjoy the Leased Premises and all rights and privileges of Pearson Field, its appurtenances and facilities granted herein.

10.8 Destruction of Premises. In the event the premises are totally destroyed by fire or other casualty, the City may, at its option, terminate this lease, or it may rebuild the building and/or facilities situated on said premises and the rent shall abate between the time of such destruction and the time the building and/or facilities are rebuilt and said premises are ready for occupancy, or in the event of a partial destruction of said premises by fire or other casualty, the City at its option may terminate this lease or rebuild and repair said premises, and in such case the rent shall proportionately abate during the time between such partial destruction and repair or rebuilding thereof; provided, that in the events aforesaid, the City shall give notice to the Lessee of the option it shall exercise within thirty (30) days after the event giving rise thereto.

10.9 Subordination. This Lease shall be subordinate to the provisions of any agreement between the City and the United States relative to the operation or maintenance of the airport, the

execution of which has been required as a condition precedent to the expenditure of federal funds for the development of the airport.

10.10 Non-Discrimination. Pursuant to Title VI of the Civil Rights Act of 1964, by Part 15 of the Federal Aviation Regulations and by the City of Vancouver Charter, Article VII, Section 7.10, Lessee agrees it will not discriminate on the basis of age, race, color, national origin, ethnicity, creed, religious opinions or affiliations, sexual orientation, gender identity/expression, pregnancy, marital status, family status, mental or physical disability, military status, status as a veteran or any other protected status, and will not permit discrimination against any person or group of persons in any manner prohibited by Part 15 of the Federal Aviation Regulations. The City reserves the right to take such action as the United States may direct to enforce the provisions of this covenant, or as it may find necessary.

10.11 Interpretation of Lease. Nothing in this Lease shall be construed or interpreted in any manner whatsoever as limiting, relinquishing, or waiving of any rights or ownership enjoyed by the City in the airport leased property, or in any manner waiving or limiting its control over the operation, maintenance, etc., of airport property except as it specifically provided for herein or in derogation of such governmental rights as the City possess.

10.12 Invalid Provisions. In the event any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way effect any other covenant, condition or provision herein contained; provided that the invalidity of such covenant, condition or provision does not materially prejudice either the City or Lessee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Lease.

10.13 Successors and Assigns Bound by Covenants. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the legal representative, successors, and assigns of the respective parties hereto.

10.14 Notices: Notices to the city, provided for herein, shall be sufficient if sent by certified mail, postage prepaid, addressed to:

Pearson Field Airport Manager
City of Vancouver, P.O. Box 1995,
Vancouver, Washington 98668

Notices to the lessee shall be sufficient if sent by certified mail, postage prepaid, addressed to:

10.15 Cessation of Operation. In the event Pearson Field permanently ceases to be operated as an airport during the term of this lease, City and Lessee's mutual obligations hereunder will cease. Nothing herein shall be construed to interfere with the City's right to cease, for a valid governmental purpose, such airport operation.

10.16 Entire Agreement. This Agreement constitutes the entire agreement of the parties and cannot be modified or changed unless done so in writing and signed by the parties to this Agreement.

EXECUTED this ____ day of _____ 202__.

CITY OF VANCOUVER,
a municipal corporation

AERO MAINTENANCE, INC.
a Washington corporation

Eric J. Holmes, City Manager

Attest:

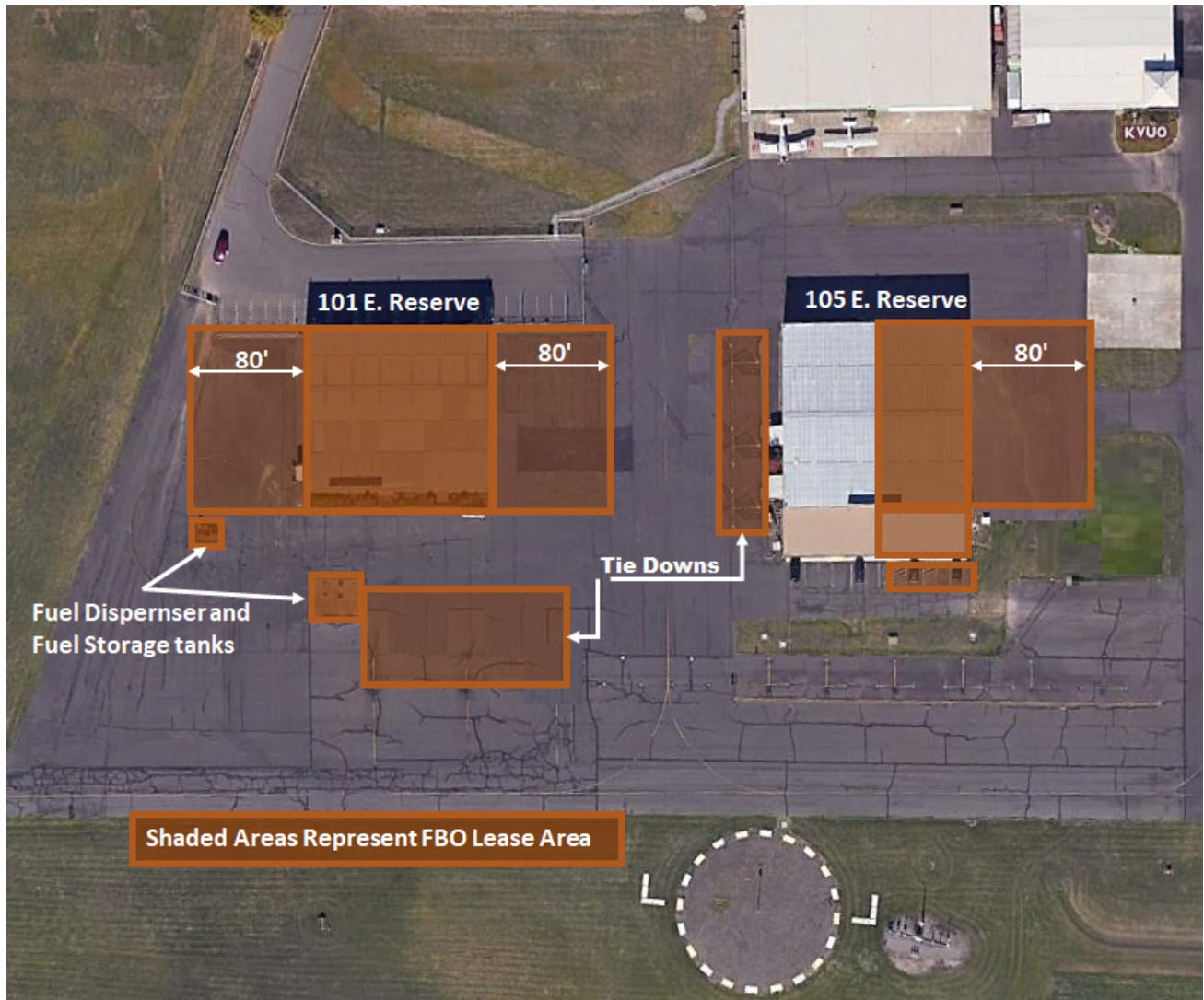
Natasha Ramras, City Clerk

Approved as to form:

Philip Gigler, Asst. City Attorney

EXHIBIT A

101 East Reserve Street & 105 East Reserve Street



Staff Report: 266-24

To: Mayor and City Council
From: City Manager
Date: December 16, 2024

Subject

Approval of Real Property Purchase and Sale Agreement for 5313 NE 94th Avenue

Key Points

- While Vancouver's homelessness response strategies are working, the complexity and magnitude of homelessness in Vancouver continues to grow.
- Vancouver hosts the vast majority of the total Clark County unsheltered population, underscoring the urgency of the issue.
- Since December 2021, the City has more than doubled the number of shelter beds available to adults experiencing homelessness in Clark County – adding 140 new beds across the city through our Safe Stay Communities.
- Between January 2023 and July 2024, the City's four Safe Stay Communities and Safe Park have graduated 136 residents into stable housing.
- In November 2023, the City declared an emergency regarding unsheltered homeless in the community and enabled staff to implement proposed strategies for addressing the critical health and safety issues associated with the emergency.
- A critical tool identified in the Homelessness Emergency Action Plan to respond to the declared emergency is a congregate "bridge" shelter that includes an on-site medication-assisted treatment program and other wrap-around services.
- The City has made a preliminary determination, to be confirmed during the inspection period provided by the Purchase and Sale Agreement, that this property location should be suitable for siting this type of bridge shelter.
- Existing balance in the Affordable Housing Sales Tax Fund coupled with the General Fund year-end savings from the appropriation to stand one more safe stay and one more supported camping site will be utilized to purchase the land. The transaction is anticipated to close in early 2025.

Strategic Plan Alignment

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

Present Situation

An estimated 500–600 individuals reside in tents or vehicles within the City of Vancouver, which poses significant health and safety risks to the individuals experiencing unsheltered homelessness, as well as the rest of the community and natural environment. At this time, our community does not have an adequate supply of shelter or housing options to meet the growing need. This Council has observed that many individuals who live outdoors on public property do so, not by choice, but due to a lack of financial means to afford adequate shelter. These individuals are adversely mentally and physically impacted by outdoor habitation.

In an effort to reduce the aforementioned negative impacts of unsheltered homelessness and provide

for greater safety, stability, and access to needed services for individuals experiencing unsheltered homelessness, this Council has approved the establishment of a city-owned bridge shelter, operated by a contracted service provider.

After researching several properties, staff identified property located at 5313 NE 94th Avenue in the Van Mall neighborhood as the recommended site for the bridge shelter. The property has many desirable characteristics, including its size, appropriate zoning, and proximity to public transit and existing services.

City staff hosted two community info sessions, on November 16 and 19, to share more about the proposed bridge shelter, answer community questions, and gather ideas and input to inform future shelter plans. While the public had many questions and concerns about the proposed use of this property, staff believe that it is possible to mitigate concerns and design a facility that won't negatively impact its surroundings. There will be further opportunities for the public, and especially neighbors, to engage in planning efforts.

The City negotiated the Real Property Purchase and Sale Agreement based on a study of available properties potentially suitable for situating a bridge shelter, the appraised value of the property, and the condition of the site necessary to support and facilitate the City's immediate development of a bridge shelter.

Advantage(s)

1. The real property is ideally located and zoned to fulfill the City's public health, safety, and welfare needs and will be economically viable for other public facilities in the event it is determined that a bridge shelter should not be sited at this location.
2. The City will take possession of this property in a condition that allows the City to immediately begin development and construction of a bridge shelter, thereby expediting the creation of additional shelter beds available to adults experiencing homelessness.

Challenge(s)

1. Community members have expressed significant concerns about pedestrian safety at the proposed site. Shelter residents taking the bus will need to walk 15 minutes to the Van Mall Transit Center. Sidewalks along NE 94th Ave are not currently contiguous on both sides of the street, which can present challenges for shelter residents who use wheelchairs or other mobility devices.
2. The evolving school of thought is that non-congregate shelters, such as the City's Safe Stay Communities, are the better model for supporting individuals exiting homelessness. Given the limited number of suitable locations, constrained budget, and growing need, the City is undertaking to construct a congregate shelter to reduce the loss of life of people living unsheltered in the community and address the negative impacts of unsheltered homelessness on the broader community.

Budget Impact

This purchase will be utilizing \$1.4 million in the available reserve funding from the Affordable Housing Sales Tax Affordable Housing Sales Tax Credit fund and the balance will be funded by the General Fund, including the existing \$2.5 million existing 2024 budget, and one-time savings resulting from the City not moving forward with the supported site number five and the additional safe stay site as well as from the delayed implementation of the supported site number 4. The 2024 existing budget will be carried forward into 2025 to provide for sufficient appropriation for this

purchase.

Prior Council Review

- October 7, 2024; October 14, 2024; October 28, 2024; November 4, 2024 - Workshop presentations on the 2025-26 Biennial Budget that included discussion on a proposed funding mechanism for the bridge shelter, B&O tax on retail.
- November 18, 2024 – First reading of the 2025-26 Biennial Budget that includes funding mechanism for bridge shelter and the construction budget for the shelter.
- December 2, 2024 – Second reading and public comment of the 2025-26 Biennial Budget that includes funding mechanism for the bridge shelter as well as the construction budget.
- August 19, 2024 – July Homelessness Emergency Situation Report included an update on the bridge shelter.
- September 16, 2024 – August Homelessness Emergency Situation Report included an update on the bridge shelter.
- October 21, 2024 – September Homelessness Emergency Situation Report included an update on the bridge shelter.

Action Requested

Approve the real property purchase and sale agreement for the property at 5313 NE 94th Avenue in substantially the form attached with the intention of siting the bridge shelter at that location. Direct and authorize the City Manager, or designee, to waive administrative City of Vancouver land use development and building permit fees for design and construction of a bridge shelter at this site.

Staff Contact

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

Attachments:

1. Contract
2. Presentation
3. Engagement Summary
4. Participant Handout

COMMERCIAL PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is made on December 17, 2024 (the “Effective Date”), by and between Estate of Edward C. Lynch, Michael Edward. Lynch Personal Representative, a Washington probate estate (“Seller” or “Lynch Estate”), and City of Vancouver, a Washington municipal corporation (“Buyer” or “City”).

BACKGROUND

A. WHEREAS, the Lynch Estate acquired certain Property (as defined herein) situated in Clark County, Washington and situated in the City of Vancouver consisting of approximately 3.16 acres of land; and

B. WHEREAS, the City seeks to acquire this Property due to its size and location and for its development potential in service of the City’s fundamental governmental purpose of protecting the public health, safety, and welfare; and

C. WHEREAS, the Seller obtained a MAI (Member Appraisal Instituted) certified appraisal of the Property and has determined that the Purchase Price (as defined herein) is justified by the appraised value and the Property Requirements (as defined herein);

NOW THEREFORE, intending to be legally bound hereby, Seller and Buyer agree as follows:

AGREEMENT

1. Sale and Purchase. Seller shall sell, convey, transfer, and deliver to Buyer, and Buyer shall purchase from Seller, all that real property located at 5313 NE 94th Avenue, Vancouver consisting of approximately 3.17 acres and with the abbreviated legal description Tax Lots #18, #30 & #66, Thomas Nerton DLC in Section 16, Township 2 North, Range 2 East Tax Account No.: 159771000, as more particularly described in Exhibit A attached hereto and made part hereof (the “Property”).

2. Purchase Price and Manner of Payment.

- (a) In exchange for the Property, Buyer shall pay to Seller, and Seller shall accept from Buyer, the purchase price of \$6,295,000 (the “Purchase Price”), which Purchase Price shall be payable in the following manner:

Within five business days of the Effective Date, Buyer will deposit \$300,000 (together with interest earned thereon, the “Deposit”) in the form of a promissory note attached as Exhibit B (the “Earnest Money Note”) to Fidelity National Title Company, 655 West Columbia Way, Suite 200 ,Vancouver, WA 98660 (the “Title Company”), with Melissa Miller (tel.: 360.903.8405; email: Melissa.Miller@fnf.com) as escrow agent (“Escrow Agent”) to be retained by Escrow Agent pending Closing (as hereinafter defined) or sooner cancellation of this Agreement. Unless the Buyer first elects to terminate the Purchase Agreement, in which case the Earnest Money promissory note shall be immediately refunded to Buyer, the Deposit shall convert to cash upon expiration or waiver of the Inspection Period (as hereinafter defined) and be released and paid to Seller, except as otherwise provided herein. If Buyer fully consummates and funds the

transactions contemplated by this Agreement on or before the Closing Date, the Deposit shall be applied against the Purchase Price. This Agreement shall constitute instructions to the Escrow Agent.

- (i) Within 10 days following execution of the Purchase Agreement, Buyer will obtain from the Title Company through Luke Bennier (tel.: 360.624.1046; email: luke.bennier@fnf.com) as title officer (“Title Officer”) a commitment for an owner’s policy of title insurance (“Commitment”), which Commitment must contain the express commitment of the Title Company to issue an ALTA owner’s standard form title insurance policy to Buyer subject only to those exceptions approved by Buyer and, should Buyer elect at Buyer’s sole cost and expense, an ALTA extended coverage title policy.
 - (ii) The balance of the Purchase Price shall be payable on the Closing Date (as hereinafter defined), which sum shall be payable by federal funds wire transfer to Seller or to such other party for the benefit of Seller as may be directed by Seller. The Purchase Price shall be adjusted in accordance with the provisions of Section 5, which provides for various adjustments and apportionments.
- 3. Closing.** The closing and consummation of this transaction (the “Closing”) will be concluded by the Escrow Agent at the Title Company after the expiration of the Inspection Period and on or before March 27, 2025 or on such date as mutually agreed to by the parties (the “Closing Date”) If the Closing Date would fall on a Saturday, Sunday or legal holiday under the laws of the State of Washington, the Closing Date shall automatically be extended to the next day which is neither a Saturday, Sunday, nor legal holiday.
- 4. Quality of Title to the Property.**
 - (a) Seller shall convey, and Buyer shall accept, good and marketable title in fee simple, to the Property that any title insurance company authorized and licensed to do business in the State of Washington would be willing to insure, subject to the matters set forth in this Agreement. For purposes of this Agreement, “good and marketable fee simple title” means fee simple ownership that is: (i) free of all claims, liens and encumbrances of any kind or nature whatsoever other than the Permitted Exceptions (as defined in Section 4(b)), and (ii) insurable by a title insurance company reasonably acceptable to Buyer, at the then current standard rates under the standard form of ALTA owner’s policy of title insurance, with the standard printed exceptions therein deleted if an extended coverage owner’s policy is obtained by Buyer, without exception other than for the Permitted Encumbrances and containing an owner’s comprehensive endorsement and such other coverages and endorsements as shall be reasonably required by Buyer (the “Title Policy”).
 - (b) Within 10 days after Buyer receives the Commitment, Buyer shall give Seller written notice (“Title Objection Notice”) setting forth the exceptions that are not acceptable to Buyer (“Unacceptable Exceptions”). All exceptions other than those objected to shall be deemed acceptable to Buyer and are referred to herein as the "Permitted Exceptions."

- (i) Buyer and Seller acknowledge and agree that (a) zoning ordinances; (b) government building restrictions; (c) taxes due and payable for the current tax year (subject to proration as provided herein); (d) reservations in federal patents and state deeds; and (e) easements for the installation or maintenance of public utilities serving only the Property shall be deemed Permitted Exceptions.
- (ii) If Buyer notifies Seller of its disapproval of any exceptions, Seller shall have ten days after receiving Buyer's Title Objection Notice to (a) terminate this Agreement, (b) notify Buyer that it will remove all non-monetary Unacceptable Exceptions at or before Closing, (c) provide Buyer with reasonable assurances of the manner in which any monetary Unacceptable Exceptions will be removed at or before Closing, or (d) decline to remove the Unacceptable Exceptions. If Seller fails to provide assurances that Seller will timely accomplish (b) and (c) above or declines to remove the Unacceptable Exceptions, Buyer will have the right to terminate this Agreement by delivering written notice to Seller, in which case the Deposit shall be returned, this Agreement shall be terminated, and the parties shall no longer have any obligations to each other except for those liabilities, rights and remedies which expressly survive the termination of this Agreement.
- (c) Buyer's failure to timely object or terminate this Agreement under this Section 4 is a waiver of Buyer's right to object.
- (d) In the event that Seller shall be unable to deliver at Closing title to the Property as required, Buyer shall have the right, as Buyer's sole option: (1) to take such title as Seller may be able to convey without reduction in the Purchase Price; or (2) to terminate this Agreement, in which event the Deposit shall be returned to Buyer, and this Agreement shall be and become null and void without any further right or remedy in favor of either party against the other except for liabilities, rights and remedies which survive Closing or termination as provided in this Agreement.

5. Apportionments, Adjustments, and Incidental Costs.

- (a) At Closing, all real estate taxes and assessments and all water and sewer charges and assessments shall be adjusted and apportioned pro rata between Seller and Buyer as of 11:59pm Pacific Time on the day of Closing. Subject to the provision of the final sentence of this paragraph, such proration at Closing shall be final. All standby fees, taxes, and assessments by any taxing authority for the year 2024 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years and the current year due to change in land usage, ownership or valuation, or because of improvements not assessed or under assessed for a previous or the current tax year, any unpaid fines, fees and penalties and water and sewer charges and assessments for past, the current and future years shall be the liability and sole responsibility of the Buyer. If real estate taxes for the year of Closing are not known or are under appeal, real estate taxes will be prorated as of Closing based on taxes for the year prior to Closing, and the parties agree, at the request of either party, to re-prorate the taxes within 30 days after tax bills for the year 2024 are available and finalized.

- (b) Effective on the date of Closing (i) Seller shall cause all accounts for insurance, gas, electric and other public utilities servicing or related to the Premises to be terminated and shall cause to be paid all billings owed by Seller for the period of Seller's ownership of the Premises thereon, and (ii) Buyer shall establish in its own name accounts for insurance, gas, electric, and other public utilities servicing the Premises and shall be responsible for all billings thereon.
- (c) Seller shall pay (i) one-half of Escrow Agent's escrow fee, (ii) the document-drafting and recording charges for the Deed, (iii) the base premium for the title policy, (iv) the recording fees associated with releases of any mortgage of Seller to be released at Closing and for any other matters for which Seller agrees in writing to pay, and (v) the Washington REET as required by law, (vi) all other real property transfer taxes and fees imposed by the State of Washington and the county in which the Premises is located in connection with the sale, assignment, transfer and conveyance of the Premises to the Buyer as contemplated by the provisions of this Agreement ("Transfer Taxes"). Buyer shall pay (i) one-half of Escrow Agent's escrow fee, and (ii) the portion of the premium for the title policy that is allocable to any modifications or endorsements to the title policy. Each party shall be responsible for the payment of its own counsel fees and other costs and expenses in connection with the transaction. Seller may pay the Transfer Taxes, if any, from the balance of the Purchase Price paid at Closing.
- (d) The parties will share equally all other Closing costs not specifically identified as a Closing cost to be paid by either the Seller or the Buyer.
- (e) The provisions of this Section 5 survive Closing and termination of this Agreement.

6. Title Conveyance and Possession. Title to the Property shall be conveyed to Buyer at Closing by Seller's statutory warranty deed, duly executed, acknowledged and otherwise in proper form for recording, prepared by the Escrow Agent (the "Deed"). Possession of the Property shall transfer to Buyer at 11:59pm Pacific Time on the Closing Date.

7. Condition of Property.

- (a) Within 10 business days of the Effective Date, Seller shall provide to Buyer copies of all Seller information related to the Property, including but not limited to any due diligence inspections conducted by Seller as part of Seller's acquisition of the Property (the "Due Diligence Materials").
- (b) During the period from the Effective Date until 90 days after the Effective Date unless otherwise extended as provided herein (the "Inspection Period") Buyer shall have the right, at Buyer's sole cost and expense, to enter upon the Property for the purposes of inspecting the Property and the physical condition thereof and for making such investigations as shall be reasonably necessary for Buyer to determine the suitability of the Property for Buyer's intended use thereof. Such inspections may include but are not limited to environmental and archeological studies, surveys, and soil borings. Buyer agrees to give Seller at least two (2) business days' advance notice of its intent to enter the Property to conduct any inspection activities and to coordinate such entry with Seller.

Any damage done to the Property by Buyer or any of Buyer's employees, agents, consultants or contractors shall promptly be repaired and the Property shall be restored to at least as good a condition as existed prior to Buyer's inspections. Any inspection activity shall be conducted in a manner so as not to unreasonably interfere with Seller's ongoing business operations at the Property, block access to the Property during Seller's regular business hours, or to damage the Property permanently or materially. Buyer shall indemnify and hold Seller, and Seller's partners, employees, agents, invitees and licensees harmless from and against any and all liability, damage, loss, cost or expense (including reasonable attorneys' fees and costs) incurred or sustained by Seller or any of Seller's partners, employees, agents, invitees or licensees to the extent arising out of or due to any activities of Buyer (or its agents, employees, consultants or contractors) in, about or concerning the Property. Buyer may, by written notice to Seller not later than 5:00 p.m. on the expiration date of the Inspection Period, terminate this Agreement whereupon the Deposit shall be returned to Buyer and neither party shall have any further right or remedy against the other except for liabilities, rights and remedies that survive termination of this Agreement. Except as provided herein, in the event that Buyer fails to deliver such termination notice prior to the expiration of the Inspection Period, this Agreement shall continue in full force and effect in accordance with its terms.

- (c) Buyer shall have the option to extend the Inspection Period an additional 30 days by providing Seller written notice at least five days prior to the expiration of the Inspection Period to conduct additional investigations.

8. Closing Contingencies; Property Requirements: Buyer acknowledges that the fair market value includes existing improvements on the Property and that, due to the City's stated purpose for the Property, those existing improvements are an impediment to the City's fulfillment of that purpose. Therefore, as conditions precedent to Closing and the value of which is included in the Purchase Price, the City requires Seller to deliver, each and collectively, the following "Property Requirements":

- (a) Tenant Relocation: Prior to Closing, any tenants occupying the Property must be lawfully and equitably relocated and all leases and service contracts for the Property must be terminated. Promptly after waiver or expiration of the Inspection Period, Seller shall commence diligent efforts exercised in good faith to secure such termination effective on or before the Closing Date.
- (b) Temporary Perimeter Fencing: From or before the Effective Date and through Closing, Seller shall install and maintain temporary security fencing around the perimeter of the Property (the "Temporary Fencing"). As allowed by Seller's contract for such Temporary Fencing, the rental agreement shall be assigned or transferred to Buyer at Closing.
- (c) Environmental Site Assessment: Prior to completion of any property improvements required as a condition of Closing, Seller shall have conducted, through a qualified third-party professional, a Level 1 Environmental Site Analysis (commonly known as a "Phase One") shall provide Buyer with a copy of that analysis.

- (d) Property Improvements: At the City's discretion, with sufficient advance notice, the Seller must ensure that the condition of the Property at Closing meets the following standard: (i). vacant land with all existing structural improvements removed; or (ii). vacant land with all existing structural improvements removed and the Property site prepared for construction of the City's planned improvements.
- (e) Lot Consolidation: The City's planned improvements cannot be achieved without consolidation of the separate tax parcels constituting the Property, therefore Seller must cause the legal lot configuration of the Property to be adjusted in accordance with Chapter 20.300 VMC before Closing. Upon recording of this boundary line adjustment (BLA), the legal description of the Property attached hereto as Exhibit A will be updated and the Deed will reflect the consolidated lot structure.
- (f) Permit Application: Following expiration or waiver of the Inspection Period, if Buyer determines that commencing certain land use development or building permit applications is necessary to facilitate the Buyer's intended use of the Property, Seller shall cooperate with Buyer in the completion, authorization, and submission of such permit applications to the City in advance of Closing.

Notwithstanding the foregoing, the cost to Seller of the Property Requirements shall not exceed \$295,000.00.

9. Prevailing Wage Requirement. Any work performed on Buyer's behalf as part of the Property Requirements must be completed in accordance with public work and prevailing wage requirements in accordance with Vancouver Municipal Code and applicable state or federal law. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. The applicable effective date for prevailing wages shall be the effective date of the bid due date and the prevailing wage rates in effect at that time shall apply for the duration of thereof. Buyer shall require that the Construction Contract include a requirement for the general contractor and each subcontractor to have on file current project specific "Statement of Intent to Pay Prevailing Wages" with the Washington State Department of Labor and Industries before payment will be made for work performed and require an approved "Affidavit of Wages Paid" form to be filed upon completion of the work performed under the Construction Contract. In case any dispute arises as to what the prevailing rates of wages for work of a similar nature are and such dispute cannot be resolved by the parties involved, the matter shall be referred to the director of the Department of Labor and Industries of the State of Washington for arbitration, and the L&I Director's decision shall be final, conclusive, and binding on all parties involved in the dispute.

10. Fire or Other Casualty. Except as herein provided, damage to the Property by fire or other casualty between the Effective Date and the date of Closing shall not impair the obligations of either party under this Agreement. In the event that the Property is damaged by fire or other casualty, Seller shall determine whether or not to repair the damage to the Property. If Seller elects to repair the Property, then the net proceeds of any insurance collected prior to Closing

that have not been used by Seller to pay for repairs or securing the Property or paid to a third party assisting Seller in regard to the casualty, will be credited to Buyer at Closing or paid to Buyer within 30 days of Seller's receipt after Closing. At Closing, Seller shall assign to Buyer all of Seller's right, title and interest to any claims and uncollected proceeds Seller may have with respect to any casualty insurance policies or condemnation awards relating to the Property in question. The amount of any unpaid claims will not, however, be credited on account of the Purchase Price.

11. Seller's Representations and Warranties. Seller represents and warrants to Buyer on and as of the Effective Date and on and as of the Closing Date, as follows (the "Seller's Representations and Warranties"):

- (a) All of the Due Diligence Materials have been or will be so delivered to Buyer without alteration or omission and their contents is or will be true, correct, and complete to the best of Seller's knowledge.
- (b) Seller has the requisite power and authority to enter into and to perform the terms of this Agreement. Seller is not subject to any law, order, decree, restriction or agreement that prohibits or would be violated by this Agreement or the consummation of the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby have been duly authorized by all requisite action of Seller. This Agreement constitutes, and each document, and instrument contemplated hereby to be created and delivered by Seller, when executed, and delivered, shall constitute the legal, valid, and binding obligation by Seller, enforceable against Seller in accordance with its respective terms.
- (c) Seller has full right, power and authority to enter into and perform all of the obligations required of Seller under this Agreement, including, without limitation, transferring the Property to Buyer without obtaining any further consents or approvals from, or the taking of any other actions with respect to, any third parties.
- (d) Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code 1986, as amended, or any regulations promulgated thereunder (collectively, the "**Code**").
- (e) Neither Seller, nor any of its officers, directors or controlling owners are: (i) acting, directly, or indirectly, for or on behalf of any person, group, entity, or nation named by currently identified on the list of specially designated nationals and blocked persons subject to financial sanctions that is maintained by the U.S. Treasury Department, Office of Foreign Assets Control and any other similar list maintained by the U.S. Treasury Department, Office of Foreign Assets Control pursuant to any legal requirements, including, without limitation, trade embargo, economic sanctions, or other prohibitions imposed by Executive Order of the President of the United States or (ii) a person or entity with whom a citizen of the United States is prohibited from engaging in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or executive order of the President of the United States.

- (f) The Premises have not been assigned or conveyed to any party by Seller. Seller has the right to convey the Premises pursuant to the terms of this Agreement. No person (other than Buyer pursuant to this Agreement) has a right to acquire any interest in the Premises.

The Seller's Representations and Warranties shall expressly survive the Closing and will not be affected by any investigation, verification, or approval by any party or anyone on behalf of any Party to this Agreement.

12. Buyer's Representations and Warranties. Buyer represents and warrants to Seller that, on the Closing Date, all action will have been taken by Buyer authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Buyer of the documents and instruments to be executed and delivered by Buyer on the Closing Date pursuant to the terms of this Agreement, and the performance by Buyer of Buyer's duties and obligations under this Agreement and all other acts necessary and appropriate for the consummation of the purchase of the Property as contemplated by and provided for in this Agreement.

13. Closing Deliveries.

- (a) At Closing, Seller shall deliver, or cause to be delivered, to Buyer the following:
 - (i) The Deed;
 - (ii) Documentation, in a form satisfactory to Buyer, demonstrating and certifying fulfillment of the Property Requirements, including, if applicable, assignment and assumption of Buyer's Temporary Fencing contract;
 - (iii) An affidavit from Seller stating its taxpayer identification number and that it is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code) and setting forth such other information as may be required by Section 1445(b)(2) of the Internal Revenue Code or any amendment or replacement thereof; and
 - (iv) Such other documents and instruments as shall be reasonably required by the Title Company in order for Seller to consummate this transaction in accordance with the terms and conditions of this Agreement.
- (b) At Closing, Buyer shall deliver, or cause to be delivered, to Seller the following:
 - (i) The portion of the Purchase Price required to be paid pursuant to Section 2(a)(ii); and
 - (ii) Such other documents and instruments as shall reasonably be required by the Title Company for Buyer to consummate Closing in accordance with the terms of this Agreement.

14. No Brokerage. Each party hereto represents and warrants to the other that it has not employed or retained any other broker or finder in connection with the transaction contemplated by this Agreement which would entitle such person to a fee or commission in connection with this

transaction. Each party hereby agrees to indemnify and hold the other harmless from and against any loss, cost, claim, demand or expense (including attorneys' fees) which may be incurred or sustained by such other party by virtue of any claim for fee or commission made against it by any broker or other person claiming through the other party to this Agreement, which indemnification and hold harmless agreement shall survive Closing or any termination of this Agreement.

15. Assignment. This Agreement may not be assigned by Buyer, in whole or in part, without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed.

16. Default by Seller. In the event Seller fails to consummate this Agreement for any reason other than Buyer's default or the permitted termination of this Agreement by Seller or Buyer as herein expressly provided, the parties hereto agree that irreparable harm would occur for the Buyer therefore, Buyer shall be entitled to an injunction to enforce specific performance of this Agreement by Seller and any other remedy to which the Buyer may be entitled at law or in equity.

17. Default by Buyer. If Buyer fails to consummate this Agreement for any reason other than Seller's default or the permitted termination of this Agreement by either Seller or Buyer as herein expressly provided, or if Buyer otherwise defaults under this Agreement, Seller will be entitled, as its sole remedy, to terminate this Agreement and receive the Deposit as liquidated damages for the breach of this Agreement, it being agreed between the parties hereto that the actual damages to Seller in the event of such breach are impractical to ascertain and the amount of the Deposit is a reasonable estimate thereof. The right to retain the Deposit as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Buyer, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Buyer: (a) for specific performance of this Agreement, or (b) to recover actual damages in excess of the Deposit.

BY INITIALING THIS PROVISION IN THE SPACES BELOW, SELLER AND BUYER EACH SPECIFICALLY AFFIRM THEIR RESPECTIVE AGREEMENTS CONTAINED IN THIS SECTION.

Buyer's Initials

Seller's Initials

18. Time of the Essence. The date and time of Closing and all dates and times specified for performance by Seller and Buyer under this Agreement are hereby agreed to be of the essence of this Agreement.

19. Survival of Terms. Unless expressly provided for in this Agreement, no representations, warranties, terms or provisions contained in this Agreement shall survive the Closing and delivery of the Deed, or any termination of this Agreement.

20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

21. Commercial Property. Buyer represents to Seller that the Property are being acquired for commercial or investment purposes and not for residential, personal, family or household purposes.

22. Entire Agreement. This Agreement (including the Exhibits attached hereto which are by this reference made a part hereof) contains the entire agreement between the parties and all understandings and agreements heretofore had between the parties hereto are merged into this Agreement.

23. Notices. All notices to be given by either party to the other, unless otherwise directed, shall be in writing, shall be served upon either party in person, by delivery by recognized overnight courier or by depositing such notice in the United States mails, properly addressed and directed to the party to receive the same, certified mail, return-receipt-requested, as follows:

TO BUYER:

City of Vancouver
ATTN: Aaron Lande, Program and Policy Development Manager
PO Box 1995
Vancouver, WA 98668-1995
Email: Aaron.Lande@cityofvancouver.us

WITH A COPY TO:

City of Vancouver
ATTN: Becky Rude, Assistant City Attorney
PO Box 1995
Vancouver, WA 98668-1995
Email: Becky.Rude@cityofvancouver.us

TO SELLER:

Mr. Michael Edward Lynch
Personal Representative Estate of Edward C. Lynch
400 W 36th Street
Vancouver, WA 98660
Email: tree@casco.net

WITH A COPY TO:

Phil Haberthur

Landerholm, P.S.
805 Broadway Street, Suite 1000
Vancouver, WA 98660
Email: philh@landerholm.com

- 24. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without regard to such State's provisions for conflicts of law and venue shall lie in Clark County, Washington.
- 25. Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 26. Modification.** This Agreement may not be modified orally, but only by a writing duly executed by each party hereto.
- 27. Attorney Fees.** In the event of any dispute between the parties arising out of this Agreement, the prevailing party in such dispute shall be entitled to recover from and be paid by the other party all costs and expenses incurred in connection with such dispute, including reasonable counsel fees and court costs and expenses.
- 28. Acceptance.** Any acceptance, signature, execution or validation of this Agreement or any written communication or written notice required hereunder, shall be manually signed and delivered by hard copy or by facsimile (whether telephonic or computer-generated facsimiles such as, but not limited to jpg, PDF or tagged image files). This Section cannot be waived except by manually signed, written consent of both parties.

[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

SELLER:

The Estate of Edward C. Lynch, Michael Edward Lynch Personal Representative

By: _____

By: Michael Edward Lynch, Personal Representative

BUYER:

City of Vancouver, a Washington municipal corporation

By: _____

By: Lon Pluckhahn, City Manager (or Designee)

ATTEST:

By: _____

By: Natasha Ramras, City Clerk (or Designee)

APPROVED AS TO FORM:

By: _____

By: Jonathan Young, City Attorney (or Designee)

Exhibit A.1 Existing Parcel Legal Descriptions.

For APN/Parcel ID(s): 159771000

Parcel I:

Beginning at a point 474.5 feet East of the Northwest corner of the Thomas Nerton Donation Land Claim, said point being in center of County Road; thence East along the North line of said Thomas Nerton Donation Land Claim, 273.8 feet to the North side of right of way of Washington and Oregon Corporation, South 55° West along said right of way 364 feet to center of County Road; thence North 6° 10' East 210 feet to the point of beginning.

EXCEPT N. E. 94th Avenue.

ALSO EXCEPT that portion thereof condemned by the State of Washington under Clark County Superior Court Case No. 52798.

Parcel II:

Beginning at the Northeast corner of that certain tract conveyed to J. F. Pingry by deed recorded in Volume 143, Page 515 of Clark County Deed Records, which said point is North 89° 54' 30" East 751.3 feet from the Northwest corner of the Thomas Nerton Donation Land Claim; thence North 89° 54' 30" East along the North line of said Donation Land Claim 254.76 feet to the Northwest corner of the certain tract conveyed to the Warren Raynor Silver Black Fox Company by deed recorded in Volume 160, Page 523, records of said county; thence South along the West line of said tract 444.95 feet; thence West 582.77 feet to the center of the line of the Glenwood County Road; thence North 5° 11' East along center line 17.58 feet to an angle in said roads; thence North 6° 10' East along said center line 218.8 feet to the Southwest corner of said J. F. Pingry Tract; thence North 55° 27' East 372.30 feet to the place of beginning.

EXCEPT County Roads.

EXCEPT Beginning at the Northwest corner of the Thomas Nerton Donation Land Claim No. 56, in Township 2 North, Range 2 East of the Willamette Meridian; thence North 89° 54' 30" East along the North line of said claim 1006.06 feet to the Northwest corner of that certain tract conveyed to the Warren Raynor Silver Black Fox Co. by deed recorded in Volume 160, Page 523, records of said county; thence South along the West line of said tract 444.95 feet; thence West 293.60 feet; thence North 105.00 feet to the true point of beginning of the real property herein described; thence West 278.13 feet to the center line of Glenwood County Road; thence North 6° 10' East along the center line of said road 90.52 feet; thence East 268.41 feet to a point due North from the point of beginning; thence South 90.00 feet to the point of beginning.

AND ALSO EXCEPT Beginning at a point that is North 89° 54' 30" East 1006.06 feet and South 445.95 feet from the Northwest corner of the Thomas Nerton Donation Land Claim, said point being the Southeast corner of the certain tract conveyed to Claud O. Burson, et ux, by deed recorded under Auditor's File No. E 71434; thence West 582.77 feet to the center line of N. E. 94th Avenue; thence North 5° 11' East along said center line 17.58 feet to an angle in said road; thence North 6° 10' East along said center line 83 feet, more or less to the Southwest corner of that tract conveyed to Carol O. Acox, et ux, by deed recorded under Auditor's File No. G 154963; thence East along the South line of Acox tract and its Easterly extension to a point on the East line of the Burson tract, above mentioned; thence South 105 feet to the point of beginning.

EXCEPT THEREFROM that portion lying in said N. E. 94th Avenue.

ALSO EXCEPT that portion thereof condemned by the State of Washington under Clark County Superior Court Case No. 52798.

ALL EXCEPT PORTION for N. E. 94th Avenue, deeded to Clark County, Washington, a Municipal Corporation by Quit Claim Deed recorded October 4, 1991 under Recording No. 9110040081.

Parcel III:

That portion of the Thomas Nerton Donation Land Claim Section 16, Township 2 North, Range 2 East of the Willamette Meridian, described as follows:

Beginning at a point that is North 89° 54' 30" East 1006.06 feet and South 445.95 feet from the Northwest corner of the Thomas Nerton Donation Land Claim, said point being the Southeast corner of that certain tract conveyed to Claud O. Burson, et ux, by deed recorded under Auditor's File No. E 71434; thence West 582.77 feet to the center line of N. E. 94th Avenue; thence North 5° 11" East along said center line 17.58 feet to an angle in said road; thence North 6° 10' East, along said center line, 83 feet, more or less, to the Southwest corner of that tract conveyed to Carol O. Acox, by deed recorded under Auditor's File No. G 154963; thence East along the South line of Acox Tract, and its Easterly extension to a point on the East line of the Burson Tract, above mentioned; thence South 105 feet to the point of beginning.

EXCEPTING THEREFROM that portion lying in said N. E. 94th Avenue.

ALSO EXCEPT that portion condemned for public use by Judgment entered April 26, 1973 in Superior Court Case No. 52798.

Parcel IV:

BEGINNING AT THE NORTHWEST CORNER OF THE THOMAS NERTON DONATION LAND CLAIM NO. 56, IN SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON; THENCE NORTH 89°54'30" EAST ALONG THE NORTHLINE OF SAID CLAIM, 1006.06 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN TRACT CENVEYED TO WARREN RAYNER SILVER BLACK FOX CO., BY DEED RECORDED IN VOLUME 160, PAGE 523, RECORDS OF CLARK COUNTY, WASHINGTON; THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT, 444.95 FEET; THENCE WEST 293.60 FEET; THENCE NORTH 105.00 FEET TO THE TRUE POINT OF BEGINNING OF THE REAL PROPERTY HEREIN DESCRIBED; THENCE WEST 278.13 FEET TO THE CENTER LINE OF NE 94TH AVENUE; THENCE NORTH 06°10' EAST ALONG THE CENTER LINE OF SAID ROAD, 90.52 FEET; THENCE EAST 268.41 FEET TO A POINT DUE NORTH FROM THE POINT OF BEGINNING; THENCE SOUTH 90.00 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION LYING WITHIN RIGHT OF WAY OF NE 94TH AVENUE.

Exhibit A.2 Existing Parcel Diagram.
(Survey)

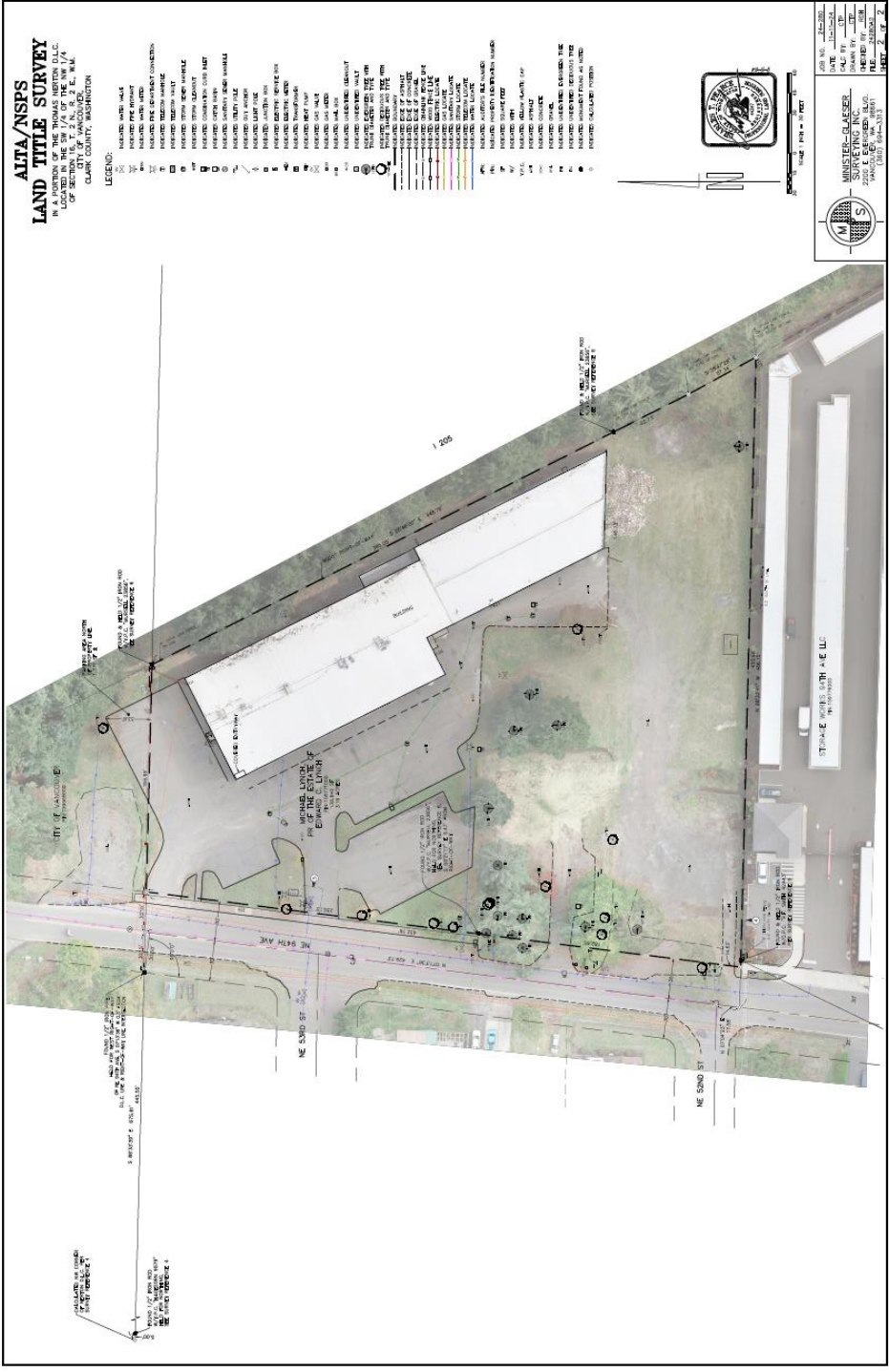


Exhibit B. Form of Earnest Money Promissory Note.
EARNEST MONEY NOTE

\$300,000.00

Vancouver, Washington
_____, 2024

Subject to the terms and conditions of that Real Estate Purchase Agreement dated [EFFECTIVE DATE] (the “**Purchase Agreement**”) between and Estate of Edward C. Lynch, Michael Edward Lynch Personal Representative (“**Seller**”), and the undersigned (“**Buyer**”) for the Property defined in the Purchase Agreement, the Buyer promises to pay to the order of Seller, to be deposited in escrow at Fidelity National Title as escrow officer (“**Escrow Officer**”) the sum of THREE HUNDRED THOUSAND AND NO ONE HUNDREDTHS DOLLARS (\$300,000.00), without interest, as an earnest money deposit under the Purchase Agreement. Unless the Purchase Agreement is earlier terminated, then upon the expiration or waiver of the Inspection Period (as defined in the Purchase Agreement), Buyer shall convert this Earnest Money Note to cash, which cash shall be payable at Escrow Officer’s office located at 655 West Columbia Way, Suite 200, Vancouver, Washington 98660 and shall be held as an earnest money deposit in escrow with Escrow Officer in accordance with the terms and conditions of the Purchase Agreement.

This Earnest Money Note is delivered pursuant to Section 2 of the Purchase Agreement.

In the event of any litigation between Seller and the undersigned Buyer arising from or based on this Earnest Money Note, the prevailing party shall be entitled to recover its reasonable attorneys’ fees and costs incurred in such action from the party not prevailing.

CITY OF VANCOUVER,
a Washington municipal corporation

By: [EXHIBIT FORM ONLY – DO NOT SIGN]

Name: _____

Title: _____



Bridge Shelter Purchase and Sale Agreement

Aaron Lande

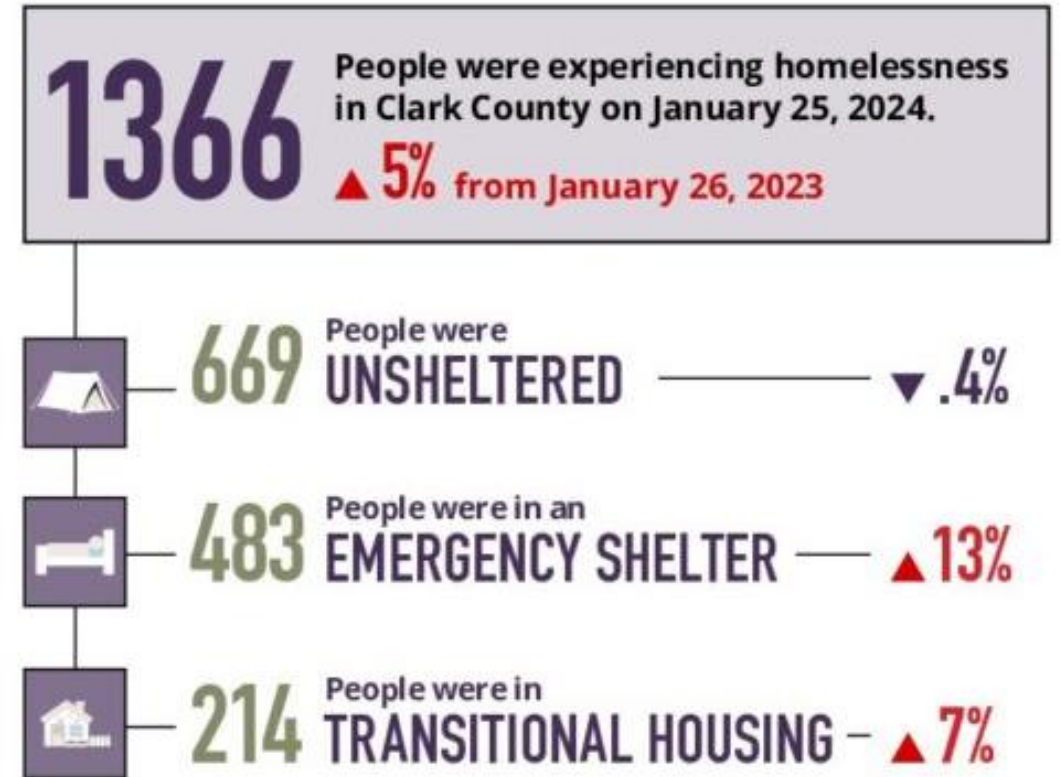
Policy and Program Manager

City Manager's Office

December 16, 2024

Where are we now?

- As housing costs have gone up over the past several years, so have the number of people living unhoused
- The January 2024 point-in-time count showed a 5 percent increase in people experiencing homelessness countywide
- Increased shelter capacity has helped bring down the number of people living outside for the first time in nine years



How is our community responding?

Since declaring an emergency in 2023, the City and community partners have expanded our efforts and implemented new programs



Expanding the Homeless Assistance and Resources Team (HART)



Providing safety and services to those living in vehicles at Road2Home



Opening four Safe Stay Communities across Vancouver



Working with Talking Trash to remove tons of trash each week

How is our community responding?

The City's efforts focus on community safety, keeping people housed and addressing the negative impacts of unsheltered homelessness



Funding affordable housing, shelter and prevention efforts



Establishing the Community Court program



Partnering to provide culturally responsive outreach



Supporting Columbia River Mental Health's mobile services



About the proposed bridge shelter

The shelter would provide:

- 24/7 onsite support from a non-profit operator
- On-site substance-use services, medication-assisted treatment, peer recovery support and capacity for severe weather events

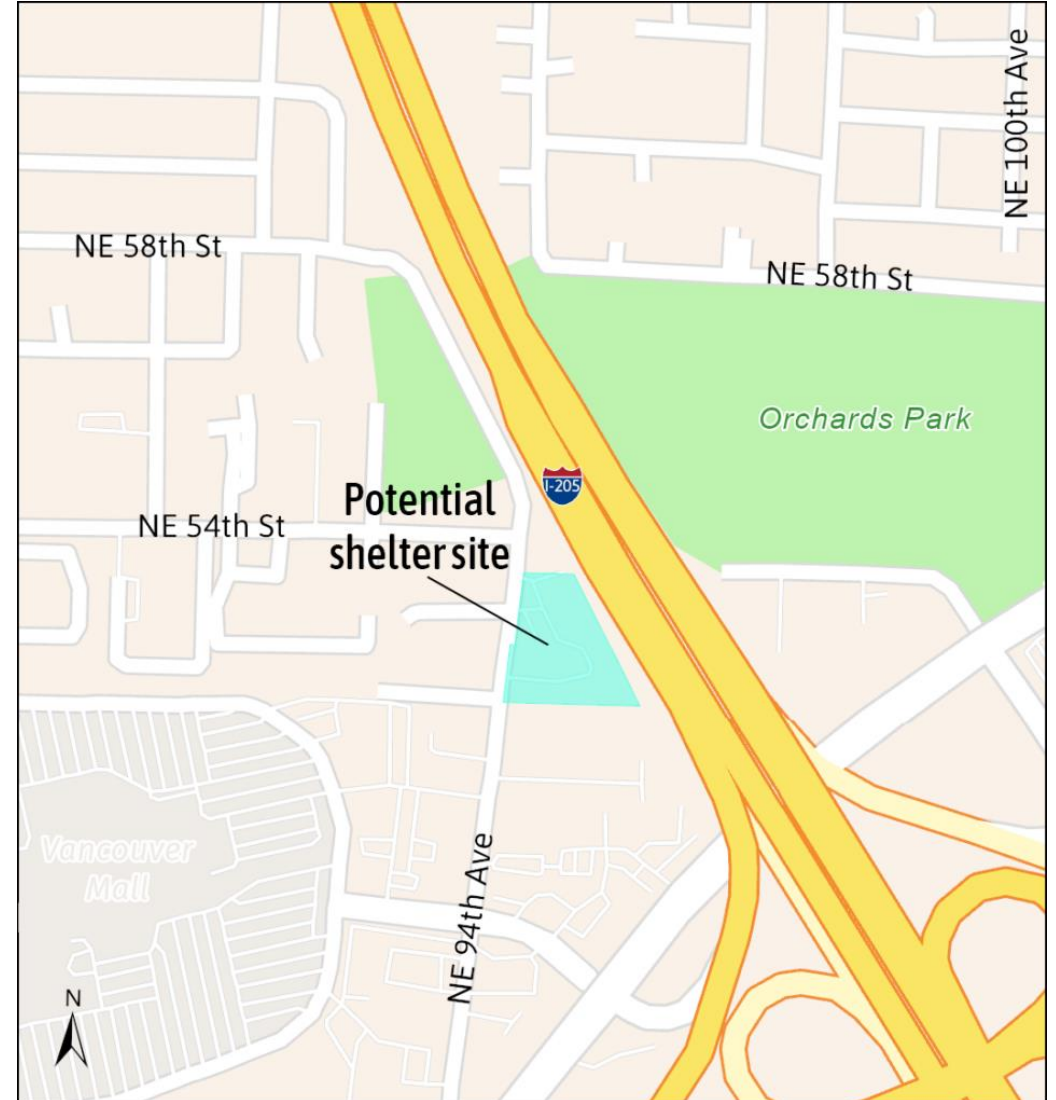


About the proposed site

The City is proposing to build a bridge shelter at 5313 NE 94th Avenue

The property has many desirable characteristics:

- Size
- Appropriate zoning
- Proximity to public transit and existing services



Shelter planning and design

In the coming months, the project team will develop plans for:

- The shelter layout and bed capacity
- Where to locate bathrooms, laundry and kitchen facilities
- The design of onsite meeting space for classes and treatment

Current cost estimates

- \$16 million to buy the property, develop the land and build the shelter
- \$6.5 million in annual operating and management costs in the first year, which would rise with the cost of inflation



What we've heard from the community

Neighbors have shared a range of hopes, questions and concerns

- A desire to get people off the street and into permanent housing
- Emphasis on treating people with dignity and respect
- Anxiety about possible impacts on nearby properties
- Concern that the shelter could have a negative impact on the neighborhood
- Concerns about crime, drug use, trash or paraphernalia in public spaces, or people congregating in the park during the day



What we've heard from the community

Neighbors have shared a range of hopes, questions and concerns

- The need for safe sidewalks connecting NE 94th Avenue with Vancouver Mall Drive and Orchards West Park
- Questions about safety, security and the shelter intake and screening process
- A desire for more lighting and more frequent cleanups at Orchards West Park to ensure spaces are safe for children and families
- Concern about how long it will take to open a shelter



Safety, security and community

- The City's efforts are guided by a commitment to emphasizing safety for shelter residents and the broader neighborhood
- Working with nonprofit provider, Do Good Multnomah, the City would establish screening protocols, a code of conduct and no-camping buffer, enforceable by VPD
- Continue to work with provider to address community safety needs



Bridge Shelter Community Engagement Summary

Dec. 16, 2024

Overview

Over the past four and a half months, the City has actively informed and engaged community members about the bridge shelter proposed for 5313 N.E. 94th Ave. During this time, the City sent postcards to residential and commercial addresses in the immediate area to inform those who live, work or own a business nearby. City staff met with neighbors and businesses one-on-one, shared updates about the project through City communication channels, including Be Heard Vancouver, the City's newsletter, social media and the City's website.

Since August, community members have shared countless questions and provided thoughtful feedback via emails, phone calls, conversations, and questions submitted online. The City also held in-person and online community information sessions on Saturday, Nov. 16, and Tuesday, Nov. 19. The sessions drew a total of 84 and 56 people, respectively. Across these conversations, the City collected more than 430 questions and comments. A summary of community members' hopes, questions, concerns and ideas is included below. Also included are reflections on future communication needs and engagement opportunities based on what we learned during this initial phase of engagement.

Major themes

Community feedback has routinely mentioned the following themes:

- Overall support for the City's homelessness-response efforts and a desire to see people off the street and into permanent housing
- Interest in supportive services to help people address barriers to housing, such as drug addiction, unemployment or physical and mental health issues
- Hope that our community will offer more affordable housing options in the future, particularly for community members who are disabled, elderly or live on a fixed income
- Support for security measures at the bridge shelter, such as surveillance cameras, 24/7 staffing, a robust screening process and staff trained in de-escalation and crisis response
- Support for a no-camping buffer around the shelter that can be enforced by VPD; some community members would like to see the buffer extend further into the neighborhood, beyond the 1000-foot buffer used for Safe Stay Communities
- Concern that a bridge shelter at 5313 N.E. 94th Ave. could have a negative impact on the neighborhood in the form of increased crime or drug use, people leaving trash or paraphernalia in public spaces, people camping in their cars, an increase in people walking through the neighborhood and people congregating in the park during the day
- Significant concern about possible impacts on neighborhood businesses or properties
 - Many community members have voiced concerns about the shelter's proximity to the Kidspace Child Enrichment Center and potential impacts on students
 - Some businesses have also expressed concern that people may not want to visit or support their business because of the shelter's presence
- Significant concern about pedestrian safety and a desire to see safe sidewalks connecting NE 94th Avenue with Vancouver Mall Drive to the south and Orchards West Park to the north
- A desire to see more frequent cleanups at Orchards West Park to ensure spaces are safe for children and families

Detailed Feedback

During community information sessions, held on Nov. 16 and 19, community members were invited to share their hopes for the future, questions and concerns, and specific feedback on bridge shelter design and operations.

Hopes for the future

When it comes to homelessness in Vancouver, what are your hopes for the future?

People in Vancouver want to see real solutions to homelessness and hope that all people can find stable housing and support. They believe it is important to have safe places for those who are seeking shelter. They want to make sure that services like mental health care and help with substance use are easy to access. Many feel that rehabilitation is needed, so individuals can break free from the cycle of homelessness and drug use. They also want to tackle the root causes of homelessness, such as poverty, unemployment, disabilities and mental health issues. Many said that they support the idea of a bridge shelter, but hope that a shelter will be located further away from schools and daycare centers. They hope that the City will continue to clean up large encampments and work to minimize the negative impacts of unsheltered homelessness.

Questions and concerns

What questions or concerns do you have about the proposed bridge shelter?

During the community information sessions, participants shared more than 200 questions about the proposed bridge shelter. Some of the most common questions focused on:

- The shelter planning process
- Interest in how the City selected the proposed site
- Safety for shelter residents and the surrounding neighborhood
- The shelter screening and intake process
- What rules shelter residents will need to follow
- How the shelter will be funded and maintained
- How many residents can live at the shelter
- What happens if someone breaks shelter rules
- How the shelter will provide support for mental health and substance use issues
- How the city plans to keep the area safe and clean

The most common concerns focus on community safety. Many community members are worried that the bridge shelter will lead to negative impacts on the surrounding neighborhood. Specific concerns include possible crime, drug use and paraphernalia or trash being left in public spaces. Several neighbors are worried that shelter residents may congregate in Orchards West Park during the day. Among these community members, drug use and day camping were the most frequently cited concerns, in addition to a more general belief that it would not be safe to have shelter residents using the park alongside children.

Many commenters expressed concerns about potential impacts on immediate neighbors, including families with children and students who attend the Kidspace Child Enrichment Center. Some feel that it is not appropriate for the City to have shelter spaces near childcare facilities. Others mentioned specific concerns around what will happen if a shelter resident drops something over a fence at the Kidspace playground or behaves in a way that scares students. Neighbors also worry about the increased number of people walking through the neighborhood and feel that the existing street is not safe, due to a lack of consistent sidewalks to the north and south of the property. In addition to street safety improvements, they

would like to see a bus stop located closer to the shelter, so residents would not need to walk all the way to the Van Mall Transit Center.

While many said that they support the idea of a bridge shelter, there are worries about how large it will be. Some residents believe that a 150-bed shelter would be too large for the proposed property. They said that they would prefer to see a smaller facility with 100 or fewer beds. A handful of community members who have worked in mental health or congregate care facilities, shared similar feedback. They are concerned that the bridge shelter could present safety concerns, if it is too large or designed with too many open spaces. These community members shared specific feedback about the way rooms are designed, where doors are placed and how the shelter could be made more welcoming to people of all backgrounds.

Feedback on bridge shelter design and operations

Are there any specific features, services or rules that you believe should be part of the shelter's design or operations?

Community members shared many ideas for features, services and rules they believe should be part of the bridge shelter's design and operations. They want to see onsite health services, including access to psychiatrists or therapists, to help those with ongoing mental health issues. Many suggest having 24/7 monitoring and security on-site, who can quickly response to any problems. There's a strong desire for balancing compassion and care with clear rules and consequences for behavior. Many community members were happy to learn about the codes of conduct used at the City's Safe Stay Communities and Road2Home safe park location.

Participants said that they would like to see a similar code of conduct at the bridge shelter that emphasizes care for fellow shelter residents and the broader neighborhood. Community members consistently emphasized the importance of keeping the area clean and safe. They suggest mandatory clean-ups of nearby streets, increased lighting and sidewalks on both sides of 94th Avenue. They feel that the City should establish a process for neighbors to report incidents or behavioral concerns. While some said that they would like to see a police officer onsite or more frequent police patrols in the neighborhood, others felt that this could unnecessarily divert resources from other parts of the City. In either case, neighbors want to ensure that police are available in the event of an emergency.

Community members would like the shelter to be a welcoming and comfortable place, where residents want to spend time during the day. They would like the City to offer activities and programs for shelter residents, such as job assistance, art or music therapy and community service opportunities. For some, this suggestion was tied to reflections on the City's experience with the Navigation Center. They want the City to build on "lessons learned" and consider further conversations with neighbors to better understand their concerns. In developing shelter programming, some suggested partnering with the VA and local nonprofits to provide onsite peer counseling. People also want the shelter to look attractive and to be well maintained. As one person put it, the shelter "should be a place where people want to get better."

Community information needs

If the City moves forward with the proposed bridge shelter, future communications should continue to address frequently asked questions identified during initial engagement. Topics include providing updates on the shelter design and construction process, determining how many beds the shelter can accommodate and confirming the services and amenities that will be offered onsite.

Many community members said that they would like to know more about how the City is planning to mitigate potentially negative impacts on the surrounding area. As the project team determines how to proactively address community concerns, future communications should provide specific updates related to:

- Shelter safety and security
- The screening and intake process
- Code of conduct
- Plans for how to
- Care for the broader neighborhood, including Orchards West Park

Future engagement

If the City moves forward with the proposed bridge shelter, staff should provide regular or quarterly updates throughout 2025. Future communications may include:

- Email updates to the project mailing list
- Posts on social media
- Articles in the citywide print newsletter
- Postcards sent to those in the immediate neighborhood
- Invitations to future shelter open houses or information meetings

Throughout 2025 and into 2026, City staff will notify community members of additional opportunities to engage or to share their feedback with City decisionmakers. Staff will also continue to be available to community members who want to discuss more specific questions or concerns.

Vancouver's Homelessness Response

In 2023, the City declared an emergency related to homelessness in Vancouver. Since then, we've worked to expand our efforts, implement new programs and partner with a wide range of community groups. Our community's homelessness response efforts include:



The Homeless Assistance and Resources Team (HART)

- HART provides compassionate outreach to people experiencing homelessness
- Coordinates cleanup efforts
- Responds to community concerns



Safe Stay Communities

- Since 2021, the City has opened four temporary, supportive Safe Stay Communities across Vancouver
- Each provide safe, secure shelter and on-site services for up to 40 community members, as they work toward permanent housing



Road2Home: Safe Park

- Since 2020, the City has provided safe space for up to 80 people living in their vehicles
- Nonprofit operator Thrive2Survive provides on-site supportive services



Talking Trash

- Partnership with Share to provide litter pickup and employment for people experiencing homelessness



Housing programs

- The City provides funding to help increase affordable housing, provide shelter and prevent homelessness



Community Court

- Connects people who commit quality of life crimes with needed services, housing and treatment



Sanitation and mail service

- The City provides portable toilets, hand-washing stations and garbage service at two campsite locations
- Provides mail service with Outsiders Inn



Community partnerships

- Addressing homeless takes the whole community
- The City partners with more than 25 different nonprofits, schools, faith communities and agencies to deliver services



Mobile Health Response

- Columbia River Mental Health provides support for medical, mental health or substance use issues
- Visit crmhs.org/mobile to connect with the team

Proposed Bridge Shelter

The City is proposing a bridge shelter at 5313 NE 94th Avenue. A bridge shelter is a service-rich, low-barrier site where those experiencing homelessness can have a place to stay as they “bridge” the space between living outside and stable housing.

The shelter would provide:

- Up to 150 shelter beds
- 24/7, on-site support from a non-profit operator
- On-site, substance-use services; medication-assisted treatment and peer recovery support
- Expanded capacity for severe weather events
- Space for local nonprofits and agencies to deliver services

Prioritizing safety and security:

- The shelter would include surveillance cameras, 24/7 staffing and staff trained in de-escalation and crisis response
- All residents would receive a background check, which would screen out individuals with criminal convictions for sex offenses and drug manufacturing
- Residents would be required to follow a code of conduct outlining expectations for behavior and accountability, like those in place at the City’s Safe Stay/Safe Park communities
- A no-camping buffer would be established around the bridge shelter and enforced by VPD

What we’ve heard from the community

- A desire to get people off the street and into permanent housing
- Emphasis on treating people with dignity and respect
- Concern about impacts on local businesses or properties
- Concern that the shelter could have a negative impact on the neighborhood
- Concerns about crime, drug use, trash or paraphernalia in public spaces, or people congregating in the park during the day
- The need for safe sidewalks connecting NE 94th Ave. to Vancouver Mall Drive and Orchards West Park
- A desire for more frequent cleanups at Orchards West Park to ensure spaces are safe for children and families

Community impacts of unsheltered homelessness

Despite all our community is doing to address homelessness, holes remain in our social safety net. These holes lead to unsafe living conditions, negative environmental impacts and strains on our social and emergency services. Vancouver’s efforts seek to repair these holes by providing compassionate outreach and safe, stable spaces where people can work toward permanent housing.

470 people

currently living without shelter in Vancouver

48 people

have died while unhoused in Vancouver in the past year

335 tons

of solid waste cleaned up from public property since January

2,590 calls

for service to Vancouver Fire Department since January

4,630 calls

for service to Vancouver Police Department from July 7 to Oct. 31

3,235 requests

for service that HART has responded to since January

Learn more about the proposed bridge shelter at cityofvancouver.us/bridgeshelter

A RESOLUTION ratifying Emergency Order No. 2024-01, issued by the Vancouver City Manager on December 12, 2024.

Staff Report: 272-24

To: Mayor and City Council
From: City Manager
Date: December 16, 2024

Subject

Ratification of Emergency Order 2024-01

Key Points

- The City remains under Declaration of Civil Emergency 2023-01, due to the humanitarian crisis and public health emergency posed by homelessness.
- Under VMC 8.22.070(B)(2), Safe Stay Community operator permits may only be issued for up to three years at any one location.
- The operator permit for Safe Stay 1, located in City right of way at N.E. 51st Circle, will expire on December 22, 2024.
- The operator permit for Safe Stay 2, located on City-owned property at 4915 E. Fourth Plain Blvd, will expire on April 6, 2025.
- Safe Stay Communities have provided much needed shelter and services for unsheltered individuals.
- In order to protect the life, health, and safety needs of its citizens, the City Manager issued Emergency Order 2024-01, temporarily continuing operation of Safe Stay Communities on City-owned land or in the public right of way, during the emergency.
- Staff is recommending Council adopt a resolution ratifying Emergency Order 2024-01, enabling staff to continue operating Safe Stays 1 and 2.

Strategic Plan Alignment

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

Present Situation

Currently, there are an estimated 488 individuals living unsheltered within the City of Vancouver.

Since Safe Stay 1 opened in December 2021, Safe Stay Communities have provided much needed shelter and services for hundreds of previously unsheltered individuals, by offering temporary shelter, helping transition them to housing and to secure jobs, providing critical access to drug detox, inpatient, and/or medication-assisted treatment programs for sustained recovery, peer support, and by reuniting families.

Under VMC 8.22.070(B)(2), however, Safe Stay Communities may only be permitted at one location for up to three years. The third and final operator permit for Safe Stay 1, also known as the Outpost, will expire on December 22, 2024. The third and final operator permit for Safe Stay 2, also known as Hope Village, will expire on April 8, 2025. Since Safe Stays 1 and 2 opened, staff has largely received public support for their operation.

City staff continue to explore ways to house more unsheltered individuals. The City will open winter and severe weather shelters this month. The City is aiming to open a bridge shelter in 2026, which is anticipated to house up to 150 people. Until there is enough shelter to serve our unsheltered population, and as long as the state of emergency exists, the Safe Stays 1 and 2 are needed to provide essential shelter and services.

In order to address any adverse impacts on the surrounding communities due to the continued operation of Safe Stays 1 and 2, the City Manager directed staff to notify City residents located within 1,200 feet of Safe Stay 1 and Safe Stay 2, advising them of the Emergency Order, and seeking comment concerning the impacts of the respective Safe Stay Community in their neighborhood. After receiving community feedback, staff will review and analyze the information and consider whether appropriate steps shall be taken to mitigate impacts. By April 7, 2025, staff will report back to Council on the results of the community comment period and staff recommendations.

Therefore, City staff recommends ratification of Emergency Order 2024-01.

Advantage(s)

Allows staff to continue to operate Safe Stays 1 and 2 and provide much needed shelter and services in order to protect the life, health, and safety needs of unsheltered individuals.

Challenge(s)

None at this time.

Budget Impact

The emergency order authorizes the City Manager to enter into or extend contracts with service providers to maintain operations of the Safe Stay Communities. The extension of contracts will have a budgetary impact but the adopted 2025-26 biennial budget appropriation is expected to be sufficient to cover these costs while the Emergency Order is in place.

Prior Council Review

Council ratified Declaration of Civil Emergency 2023-01 on November 6, 2023. Council has not previously considered Emergency Order 2024-01.

Action Requested

Adopt a resolution ratifying Emergency Order 2024-01.

Staff Contact

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

Attachments:

1. Resolution
2. Emergency Order 2024-01
3. Declaration of Civil Emergency 2023-01

12/16/2024

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION ratifying Emergency Order No. 2024-01, issued by the Vancouver City Manager on December 12, 2024.

WHEREAS, on November 3, 2023, the Vancouver City Manager issued a Declaration of Civil Emergency to protect the public peace, safety and welfare associated with the humanitarian crisis of unsheltered homelessness in the City of Vancouver (Emergency Order 2023-01), pursuant to Vancouver Municipal Code, Section 2.12.030(A)(2), and Emergency Order 2023-01 was ratified by the City Council on November 6, 2023; and

WHEREAS, consistent with the legal authority under Vancouver Municipal Code, Section 2.12.040, and Declaration of Civil Emergency 2023-01, on December 12, 2024, the Vancouver City Manager issued Emergency Order 2024-01, regarding temporary extension of certain Safe Stay Communities located on City-owned land or in the public right of way, in order to protect the life, health, and safety needs of unsheltered individuals in the City of Vancouver; and

WHEREAS, the City Council agrees with Emergency Order No. 2024-01, and hereby adopts the same;

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

Section 1. Findings. The following documents are hereby adopted and incorporated by this reference as if set forth fully herein as findings in support of this Resolution: Staff Report SR-_____; Declaration of Civil Emergency 2023-01; and Emergency Order 2024-01; together with all attachments to the same.

RESOLUTION - 1

Section 2. Ratification and Confirmation. Emergency Order 2024-01, as issued by the Vancouver City Manager on December 12, 2024, is hereby ratified and confirmed pursuant to Section 2.12.040(C) of the Vancouver Municipal Code.

Section 3. Notice. Pursuant to Section 2.12.050 of the Vancouver Municipal Code, Notice of the City's issuance of Emergency Order 2024-01 shall be given as soon as practicable by such means are practicable to news media within the general area of the City, the public, the governor, the state military department, and the Clark County department of emergency management or successor agency.

Section 4. Duration. This Emergency Order shall continue until modified or terminated by the City Manager or Vancouver City Council.

INTRODUCED, PASSED, AND ADOPTED at a Regular Meeting of the Vancouver City Council this ____ of December, 2024.

CITY OF VANCOUVER

Anne McEnery-Ogle
Mayor

ATTEST:

Natasha Ramras
City Clerk

APPROVED AS TO FORM:

Jonathan Young
City Attorney

RESOLUTION - 2

EMERGENCY ORDER – CITY OF VANCOUVER, WASHINGTON

EO 2024-01

(Relating to Declaration of Civil Emergency 2023-01)

REGARDING TEMPORARY EXTENSION OF SAFE STAY COMMUNITIES

RECITALS

WHEREAS, at 9:05 am on November 2, 2023, the City of Vancouver declared a civil emergency pursuant to Washington State Constitution Article VI, Section 11, Revised Code of Washington Chapter 38.52, and Vancouver Municipal Code (“VMC”) Chapter 2.12, due to the humanitarian crisis and public health emergency posed by homelessness (Declaration of Civil Emergency 2023-01); and

WHEREAS, the actions required by this Emergency Order are done pursuant to the legal authority cited in Declaration of Civil Emergency 2023-01; and

WHEREAS, the City is required by state law, by City Charter, and by the Vancouver Municipal Code to provide for the life, health, and safety needs of its citizens; and

WHEREAS, homelessness is a humanitarian crisis and those experiencing homelessness often suffer tremendous hardships, including job loss, mental health conditions, addiction, physical violence or even death; and

WHEREAS, homelessness has continued to increase in the City of Vancouver and, today, it is estimated that at least 522 individuals are unsheltered in the City; and

WHEREAS, the City of Vancouver has taken aggressive efforts to increase the available supply of affordable housing, reduce incidents of homelessness, and mitigate the adverse impacts of homelessness, including by authorizing the operation of four Safe Stay Communities, which are permitted under VMC Chapter 8.22; and

WHEREAS, Safe Stay Communities have provided much needed shelter and services for approximately 430 previously unsheltered individuals, by offering temporary shelter, helping transition them to housing and to secure jobs, providing critical access to drug detox, inpatient, and/or medication-assisted treatment programs for sustained recovery, peer support, and by reuniting families; and

WHEREAS, under VMC 8.22.070(B)(2), an operator permit for a Safe Stay Community may be issued for a year and renewed no more than twice for a period not to exceed one year each; and

WHEREAS, Safe Stay 1, also known as the Outpost, is located at 11400 N.E. 51st Circle, in a portion of the public right of way that is not open to vehicular traffic, and the third and final operator permit for Safe Stay 1 will expire on December 22, 2024; and

WHEREAS, Safe Stay 2, also known Hope Village, is located on City-owned land at 4915 E. Fourth Plain Blvd, and the third and final operator permit for Safe Stay 2 will expire on April 8, 2025; and

WHEREAS, the City of Vancouver continues to explore ways to house more unsheltered individuals, including by opening winter and severe weather shelters and furthering plans to open a bridge shelter, which is anticipated to house up to 150 people and open during the second quarter of 2026; and

WHEREAS, in order to protect the life, health, and safety needs of its citizens, it is necessary for the City Manager to order the continued operation of Safe Stay Communities on City-owned land or in the public right of way as long as Declaration of Civil Emergency 2023-01 remains in effect.

NOW THEREFORE, IT IS DIRECTED AND ORDERED THAT:

Section 1. Safe Stay Operator Permits. For the duration of this Emergency Order, the restriction on the duration of the operator permits under VMC 8.22.070, for purposes of Safe Stay 1 and Safe Stay 2 only, shall be suspended and the current operator permits will remain in effect.

Section 2. Operation of Safe Stays. The City Manager shall continue the operation of Safe Stay 1 and Safe Stay 2 and may enter into or extend contracts with service providers to maintain operation of the Safe Stay Communities.

Section 3. Contracting and Procurement Authority. The City Manager is hereby authorized to purchase goods and services deemed necessary to continue operation of Safe Stay 1 and Safe Stay 2 within the already-approved budget.

Section 4. Community Outreach. The City Manager shall direct staff to issue notification to City residents located within 1,200 feet of Safe Stay 1 and Safe Stay2, advising them of this Emergency Order, and seeking comment concerning the impacts of the respective Safe Stay Community in their neighborhood. After receiving community feedback, staff shall analyze the information and consider whether appropriate steps shall be taken to mitigate impacts. By April 7, 2025, the City Manager or their designee(s) will report back to City Council on the results of the community comment period and staff recommendations concerning whether the City should make efforts to mitigate the impacts of this Emergency Order.

Section 5. Severability. If any section or provision of this Emergency Order should be declared invalid by a court of competent jurisdiction, the remaining provisions of this Emergency Order shall remain in full force and effect for the duration specified herein.

Section 6. Duration. Unless modified, extended, or terminated by the Vancouver City Council or Vancouver City Manager, this Emergency Order is effective immediately and shall remain in effect until either the state of emergency is declared terminated under VMC 2.12.030 or the City Manager determines that there are sufficient resources to provide necessary shelter and services for the unhoused population in the City of Vancouver.

SIGNED, December 12, 2024, at 15 : 11 hours.

ATTEST:

DocuSigned by:



493E946444AE4BB...

Natasha Ramras
City Clerk

CITY OF VANCOUVER

DocuSigned by:



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Lon Pluckhahn
City Manager

APPROVED AS TO FORM:

DocuSigned by:



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Jonathan Young
City Attorney

**DECLARATION OF CIVIL EMERGENCY
IN AND FOR THE CITY OF VANCOUVER, WASHINGTON**

2023-01

– Homelessness –

WHEREAS, Vancouver Municipal Code, Section 2.12.030 provides that whenever a civil emergency, or the imminent threat thereof, occurs in the City and results in, or threatens to result in, the death or injury of persons or the destruction of or damage to property to such extent as to require, in the judgment of the City Manager or designate, extraordinary and immediate measures, an emergency may be declared to protect the public peace, safety, and welfare; and

WHEREAS, homelessness is a humanitarian crisis with many causes and those living on the street or in vehicles face tremendous challenges – from the loss of a job or home, to mental health conditions, addiction, physical violence or even death; and

WHEREAS, over the past ten years, the City of Vancouver has worked as a partner alongside Clark County, local service providers, neighborhoods, and community leaders, in order to increase the available supply of affordable housing, reduce incidents of homelessness, and mitigate the adverse impacts of homelessness; and the City of Vancouver’s proactive efforts address homelessness over the past decade have included:

- Enacting amendments to Title 8.22, Vancouver Municipal Code to allow for nighttime camping consistent with the Eighth Amendment to the United States Constitution and the Statement of Interest filed by the U.S. Department of Justice on August 6, 2015 in the case Janet Bell v. City of Boise, U.S. District Court of Idaho No. 09-cv-540-REB, Doc. 276. Vancouver City Ordinance (“Ord.”) M-4133 (2015);
- Empaneling and soliciting strategic guidance from an Affordable Housing Task Force comprised of elected officials, private sector partners, non-profit service leaders, and local volunteers;
- Proposing to eligible voters of the City of Vancouver a ballot proposition (Proposition 1) to increase the supply of affordable housing through establishment and funding of an Affordable Housing Fund and administering local funds pursuant to the same;

- Enacting amendments to Title 8.22, Vancouver Municipal Code to establish a legal framework for the creation of Safe Stay Communities, while designating other areas – including those near critical water resources – as ‘impact areas’ in which camping and outdoor habitation is prohibited. Ord. M-4348 (2021);
- Establishing Safe Stay Communities that utilize modular pallet shelters, instead of tents, to offer residents experiencing unsheltered homelessness a warm, dry, and secure place to stay where they have access to high-quality, compassionate, life-saving and social services while they work to transition out of homelessness;
- Enacting amendments to Title 8.22, Vancouver Municipal Code to designate specified areas along the Burnt Bridge Creek Trail posing unreasonable wildfire risks of as “Fire Impact Areas” in which camping and outdoor habitation is prohibited. Ord. M-4379 (2022);
- Proposing to eligible voters of the City of Vancouver a ballot proposition (Proposition 3) to extend the duration of, and increase the funding available through, the City’s Affordable Housing Fund; and the City has, and continues to, increase the supply of affordable housing pursuant to the same; and

WHEREAS, notwithstanding the efforts described above, from 2013 to 2023, the number of individuals experiencing unsheltered homelessness in the City of Vancouver has risen two-hundred and fifty-three percent (253%) as reflected by the annual point-in-time count (PIT Count) conducted in collaboration with the United States Department of Housing and Urban Development (HUD); and

WHEREAS, over the past year, the prevalence of homelessness within the City of Vancouver has continued to materially increase as evidenced by the 2023 PIT Count which found 1300 total individuals experiencing homelessness in Clark County. Of that number, 672 individuals were unsheltered. This figure constitutes a 54% increase in chronic homelessness and a 74% increase in chronic unsheltered homelessness; and

WHEREAS, 78% of the county’s homeless population is currently residing within the Vancouver City limits and changes in the the population experiencing unsheltered homelessness within the City of Vancouver were further illuminated by the findings of a 10-week study conducted by the City’s Homeless Assistance and Resources Team (HART) during the summer of 2023, and follow-up contact completed after the summer 2023 study, which has found the following:

- 451 individuals experiencing unsheltered homelessness were counted by HART. (This number did not include individuals residing in the City’s “Safe Park” area, though those

individuals are included in the number of individuals experiencing “unsheltered” homelessness for purposes of the annual HUD PIT count.) Of those 451 individuals, many are new to Vancouver and, therefore, less familiar with the City’s resources, opportunities, laws and regulations.

- The overall behavior exhibited by individuals residing in larger encampments has materially changed over recent months. Social isolation from the COVID-19 pandemic, the deregulation of controlled substances following issuance of the State v. Blake¹ decision, and a widespread increase in the use of Fentanyl by individuals experiencing unsheltered homelessness, have contributed to a decline in the productivity of relationships between individuals experiencing unsheltered homelessness and outreach workers and other service providers. Generally, outreach workers report that many individuals experiencing unsheltered homelessness in Vancouver have reduced interest in voluntarily engaging in community services such as behavioral health treatment and housing placement services.
- Over recent months, members of the City’s HART team have observed an increase in the prevalence of the following within and around homeless encampments in the City of Vancouver: untreated mental and behavioral health issues; weapons, firearms and violence; improperly discarded solid waste and biohazards; careless storage of drugs (e.g., Fentanyl pills on the ground); overdoses; substance abuse related deaths; and threats and attempts to intimidate outreach workers.

In addition to the behaviors directly attributed to individuals experiencing unsheltered homelessness, the HART members have also observed that homeless encampments have begun serving as a cover for criminal activity, to include drug dealing, by individuals who are not experiencing homelessness; and

WHEREAS, in 2022, twenty-three (23) residents of the City of Vancouver died while experiencing homelessness, with eighteen (18) of those deaths occurring while residents were living unsheltered from causes including medical ailments, suicide, overdose, violence or natural causes; and

WHEREAS, as of today’s date, during the 2023 calendar year-to-date, 23 residents² of the City of Vancouver are known to have died while experiencing homelessness, with 20

¹ State v. Blake, 197 Wn.2d 170 (2021), invalidated Washington State’s possession of controlled substances law on constitutional grounds, effectively removing criminal penalties for possession of controlled substances. The Washington Legislature only recently enacted a ‘Blake Fix.’ SB 5536. The ‘Blake fix’ was enacted during a special 1-day legislative session in 2023 and, as of the date of this order, the City is not yet seeing widespread compliance with its requirements, as most provisions of the ‘Blake fix’ only became effective August 15, 2023.

² Approximately 6.5% of the population of people experiencing unsheltered homelessness in Vancouver.

of those deaths occurring while residents were living unsheltered from causes that include overdose or substance abuse, cancer, natural causes, suicide or violence; and

WHEREAS, individuals experiencing unsheltered homelessness utilize essential fire, police, and emergency medical services in significantly greater frequency than other residents of the City of Vancouver creating corresponding system demands and impacts (e.g. response time delays) felt by the surrounding community-at-large; and

WHEREAS, consultation with the City of Vancouver Homeless Response Manager and the Clark County Department of Public Health has confirmed that homelessness has threatened, and continues to threaten the lives of residents of the City of Vancouver, and the real property occupied by those experiencing unsheltered homelessness, and these consultations support a finding that extraordinary and immediate measures are necessary to direct roles and responsibilities in coordinating emergency activities citywide and take other steps as allowed by law to protect the public peace, safety and welfare of residents of the City of Vancouver;

NOW, THEREFORE, the City of Vancouver, Washington hereby Declares and Orders as follows:

Section 1. Declaration of Civil Emergency. The foregoing recitals are hereby incorporated by this reference. As a result of the foregoing, a civil emergency is hereby declared to exist within the City of Vancouver requiring the exercise of emergency powers set forth by the Washington State Constitution Article VI, Section 11, Revised Code of Washington Chapter 38.52, and Vancouver Municipal Code Chapter 2.12 as described in this declaration of civil emergency. The response to this emergency may reasonably require the use of all City resources and the need to access state and federal resources and financial mechanisms.

Section 2. Emergency Orders Authorized. Effective upon execution of this declaration of civil emergency, the Vancouver City Manager shall exercise authority through issuance of Executive Orders and through use and direction of City personnel, public funds, services and equipment, and such additional acts and resources necessary to the management of this emergency.

Section 3. Violation of Emergency Orders Prohibited. Pursuant to Vancouver Municipal Code Section 2.12.100, it is unlawful for anyone to violate a declaration of civil emergency, or any Emergency Order issued thereunder by the Vancouver City Manager, or any law enforcement officer or designated emergency service personnel acting pursuant to authority of such declaration or emergency order.

Section 4. Circulation. A copy of this declaration of civil emergency, and all emergency orders issued hereunder, shall be given as soon as practicable by such means are practicable to news media within the general area of the city, the public, the governor, the state

military department, and the Clark County department of emergency management or successor agency.

Section 5. Presentation, Ratification, Termination. This declaration, and all emergency orders issued hereunder, shall be filed with the City Clerk and presented as soon as practicable to the City Council for ratification and confirmation, modification or rejection. Orders which are rejected shall, after vote, be void. Emergency orders shall be considered in full force and in effect until the council shall act.

Section 6. Duration. Unless earlier modified or terminated pursuant to Section 5, this declaration of civil emergency shall be terminated upon issuance of another declaration when order has been restored in the affected areas of City of Vancouver. The decision to terminate the City's declared state of emergency shall be informed by relevant data including, without limitation, the availability of adequate shelter to those experiencing unsheltered homelessness (e.g., unoccupied bed space), the prevalence of unsheltered homelessness within City limits (e.g., PIT count and similar studies), the number of deaths suffered by those experiencing unsheltered homelessness, and the system demands on the City's emergency response systems attributed to homeless response efforts.

DECLARED IN THE ABSENCE OF CITY COUNCIL, subject to City Council ratification, confirmation, modification or rejection as soon as practicable, this 3rd day of November, 2023, at 9 : 05 hours.

ATTEST:



Natasha Ramras
City Clerk



CITY OF VANCOUVER
Eric Holmes
City Manager

APPROVED AS TO FORM



Jonathan Young
City Attorney

A RESOLUTION relating to cable television and to the award of Public, Educational and Governmental (“PEG”) capital contribution funds to The Vancouver Educational Telecommunications Consortium (“TV ETC”) and Clark Vancouver Television (“CVTV”) respectively, the designated educational and government access providers for the City of Vancouver.

Staff Report: 267-24

To: Mayor and City Council
From: City Manager
Date: December 16, 2024

Subject

2025 Public, Educational and Governmental Grants

Key Points

- Under the terms of the City’s new cable franchise agreement, Comcast “shall provide to one percent (1%) of Gross Revenues...for Public, educational, and Governmental Access....”. These funds can be used for grants to support capital equipment purchases by the designated Public, Education and Government (PEG) access providers.
- The City Council is being asked to approve a \$368,721.07 grant to TV ETC and a \$246,973 grant to CVTV.

Strategic Plan Alignment

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

Present Situation

The recently adopted franchise agreements between the City, Clark County, and Comcast Corporation (Comcast) require that Comcast pay the City 1% of gross revenues to for use by PEG providers on capital equipment as designated by the City or County. The Vancouver Educational Telecommunications Consortium (“TV ETC”), the City’s designated access provider for education, and Clark/Vancouver Television (“CVTV”), the City’s designated access provider for government programming, each submitted applications for PEG funds. In total, fifteen proposals were received totaling \$615,694.07 Estimated 2025 funds available for distribution are approximately \$900,000. The grant applications were reviewed by outside technical experts and the City/County Telecommunications Commission (the Commission).

The Telecommunications Commission recommends that Vancouver City Council award 2025 PEG capital funding as follows:

Applicant	Total Amount Requested	Total Amount Funded
TV ETC	\$368,721.07	\$368,721.07

CVTV	\$246,973	\$246,973
Total PEG Access Capital Grant Funds	\$615,694.07	\$615,694.07

Advantage(s)

1. Provides capital funds which will enhance local access programming on the Vancouver/Clark County Comcast Cable system.
2. Awards funds are consistent with the requirements of the cable television franchise agreements with Comcast.

Challenge(s)

None

Budget Impact

The PEG Capital Support Fund has approximately \$789,000 available for distribution in 2025. An appropriation for the proposed grant awards is included in the PEG Capital Support Fund, 2025-2026 biennial budget. Remaining unallocated funds will be carried forward for future grant awards. Beginning with 2024, the City approved a change in PEG revenue basis to that of 1% of revenues. Therefore, in 2024, PEG fund received approximately \$532 thousand in revenue, so the 2025 budget anticipates expending some of the funds received in prior years.

Prior Council Review

None

Action Requested

Approve the resolution for the 2025 Public, Educational and Governmental Grants for CVTV and TV ETC.

Staff Contact

Kerry Peck, Administrative Assistant, Kerry.Peck@cityofvancouver.us

Attachments:

1. Resolution
2. PEG Grant Awards

12-16-2024

RESOLUTION NO. _____

A RESOLUTION relating to cable television and to the award of Public, Educational and Governmental (“PEG”) capital contribution funds to The Vancouver Educational Telecommunications Consortium (“TV ETC”) and Clark Vancouver Television (“CVTV”) respectively, the designated educational and government access providers for the City of Vancouver.

WHEREAS, the PEG Capital Support Fund, has funds available and appropriated for the purpose of financing PEG capital purchases by designated access providers; and

WHEREAS, the Vancouver/Clark County Telecommunications Commission (“Commission”) adopted criteria for award and administration of PEG capital grants; and

WHEREAS, after review of applications for PEG capital grant awards from TV ETC, and CVTV, the Commission recommended in Resolution 2024-06 to Vancouver City Council an award from the PEG Capital Support Fund of \$368,721.07 to TV ETC and \$246,973 to CVTV for purchase of certain capital expenditures; and

WHEREAS, the City and Clark County entered into an interlocal agreement whereby the City administers PEG capital grants, but all grants will require approval by both the City and County Councils.

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

Section 1. As recommended in the City/County Telecommunications Commission Resolution 2024-06 attached hereto as Exhibit “A”, TV ETC and CVTV are hereby awarded

RESOLUTION - 1

grants to be paid from funds appropriated from the PEG Capital Support Fund for the capital purchases described as follows:

Applicant	Total Amount Requested	Total Amount Funded
TV ETC	\$368,721.07	\$368,721.07
CVTV	\$246,973	\$246,973
Total PEG Access Capital Grant Funds	\$615,694.07	\$615,694.07

Section 2. Award of the grants described in Section 1 is conditioned upon:

- A. Approval of such grants by the Clark County Council; and
- B. Compliance by TV ETC and CVTV with the PEG grant guidelines and criteria set forth in Vancouver/Clark County Telecommunications Commission Resolution 2024-06.

Section 3. The City Manager or the Manager's designee is authorized to finalize and execute on behalf of the City all necessary agreements with TV ETC and CVTV to ensure compliance with the terms of the grant.

Section 4. This Resolution shall become effective immediately upon signing.

ADOPTED at regular session of the Council of the City of Vancouver, on this 16th day of December 2024.

Anne McEnery-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

RESOLUTION - 2

Attachment: Exhibit “A” – Telecommunications Commission Resolution 2024-06

RESOLUTION - 3

City/County Telecommunications Commission

RESOLUTION 2024 – 06

Regarding Recommendations to Award PEG Capital Support Funds to Designated Access Providers TV ETC and CVTV

Section 1. Findings

- 1.1 Under the terms of the cable television franchise agreements between the City of Vancouver (“City”), Clark County (“County”) and Comcast of Washington V, LLC (“Comcast”) adopted July 2024, funding is available to support Public Educational and Governmental (“PEG”) Access capital costs.
- 1.2 As stated in Section 9.9 “Support for Access Capital Costs” of the franchise, “During the term of this Agreement, Grantee (Comcast) shall provide 1% of gross revenues which is remitted to the City and County to support the purpose (the “Capital Contribution”) for Public, Educational and Governmental (“PEG”) Access capital.
- 1.3 The City/County Telecommunications Commission (“Commission”) is authorized under Section 5.19.300 of the Vancouver Municipal Code and under Clark County Code 36.12.160 to administer Ordinances and any Franchise granted pursuant to the implementation of Franchise compliance procedures.
- 1.4 The Commission’s authorized duties, pursuant to the codes mentioned in Section 1.3 of this Resolution, include “To have primary responsibility for advising the City and County regarding public, educational and governmental access programming including the development of processes for the selection of designated access providers, and for evaluating their performance, for assigning and designating access channels, for allocating access funds and for making written reports and recommendations to the City and County Councils.”
- 1.5 The Commission Chair appointed a subcommittee of the Commission to review applications from Designated Access Providers and present recommendations to the Commission, which if approved by the Commission, are forwarded to the Vancouver City Council and Clark County Council for review and action.
- 1.6 The Vancouver Educational Telecommunications Consortium (“TV ETC”), the Designated Access Provider for Education and Clark/Vancouver Television (“CVTV”), the Designated Access Provider for Government submitted applications to the Commission for PEG Capital Support Fund consideration.
- 1.7 Grant applications were reviewed by the PEG Committee in concert with outside experts who reviewed the applications from a technical perspective. The PEG Committee also met with each designated access provider to review the proposals.

- 1.8 The Committee presented their recommendations and findings to the Commission in the **Recommendations for the 2025 PEG Capital Support Grants** (Exhibit A) exhibit attached hereto. Estimated funds available for distribution in 2025 are approximately \$900,000. The Commission reviewed and approved the recommendations and findings of the PEG Committee as outlined in the report.

NOW, THEREFORE BE IT RESOLVED:

Section 2.

- 2.1 The Commission recommends, barring any substantial issues raised by the City and County governing boards, and upon signing the required PEG Capital Grant agreements, that TV ETC and CVTV be awarded PEG Capital Support Funds as follows:

Applicant	Total Amount Requested	Total Amount Funded
TV ETC	\$386,721.07	\$386,721.07
CVTV	\$246,973.00	\$246,973.00
Total PEG Grant Funds	\$615,694.07	\$615,694.07

The City/County Telecommunications Commission, through this Resolution, adopts the findings and recommendations contained herein and as outlined in Exhibit A: **Recommendations for the 2025 PEG Capital Support Grants**

- 2.2 The Commission directs staff to forward this Resolution and finalized copies of the **Recommendations for the 2025 PEG Capital Support Grants** to the Vancouver City Council and the Clark County Council, as well as to the applicants.
- 2.3 The Commission recommends that the Vancouver City Council and Clark County Council award funds to TV ETC and CVTV as outlined in this Resolution.

Approved (Date): December 4, 2024



Paul Dicker, Chair, City/County Telecommunications Commission

EXHIBIT "A" - Recommendations for the 2025 PEG Capital Support Grants

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

Staff Report: 268-24

To: Mayor and City Council
From: City Manager
Date: December 16, 2024

Subject

2025 Affordable Housing Fund Administrative and Financial Plan Updates

Key Points

- Based on feedback from community partners, Housing Program staff and the Housing Advisory Committee has recommended changes to the AHF Administrative and Financial Plan.
- Changes aim to address gaps in housing programs, improve support for local developers, and increase support for family housing.
- Updates include a mission and vision statement, expanded eligible uses such as rental assistance and motel vouchers in the Urban Growth Area (UGA), increased subsidies for larger unit sizes, and adjustments to affordability periods to ensure long-term housing stability. Detailed proposed updates are outlined below and attached to this report.
- A rolling application cycle will launch in early 2025, allowing applications to be reviewed and awarded quarterly by the Housing Advisory Committee, ensuring timely access to funding and more flexibility for project developers.

Strategic Plan Alignment

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

Present Situation

The Affordable Housing Fund (AHF) Administrative and Financial Plan outlines the objectives, eligible uses, and processes for funding AHF projects, including affordable housing and services for households experiencing low-income. This plan was created in 2017 to guide the internal implementation of the AHF and has undergone minor revisions in 2022 and 2023. Based on feedback from community partners, Housing Program staff identified the need to update the AHF Administrative and Financial Plan for the start of the 2025 program year. Throughout 2024, Housing Program staff conducted a review of the Plan in collaboration with community partners and the Housing Advisory Committee. The feedback consistently highlighted:

- Gaps in alignment with existing programs: Partners recommended greater flexibility in fund usage to support complex housing needs, such as the use of Rental Assistance and motel vouchers in the Urban Growth Area (UGA).
- Challenges for smaller and emerging developers: Barriers to accessing AHF funds include a lack of resources to support new developers and scoring guidelines that prioritize larger developers.

- Need for greater support for family-sized units: Committee members highlighted the importance of providing increased funding for larger unit sizes to address the needs of families and extending affordability periods to ensure long-term housing stability.

The Housing Advisory Committee reviewed these findings and recommended the following changes to the AHF Plan:

1. Mission and Vision Statement:
 - A new mission and vision communicate the AHF's focus on equitable housing access, long-term stability, and collaboration with community partners. This establishes clear priorities for the program.
2. Updated Fund Goals: The plan proposes two updated goals:
 - Enhance housing equity
 - Invest for impact. These goals highlight the City's commitment to equity through collaborating with local, culturally-specific service providers and establish a priority for projects that would not be feasible without AHF funds.
3. Rolling Application Cycle: The plan proposes a rolling application cycle beginning in 2025, allowing applications to be reviewed and awarded quarterly, ensuring timely access to funding and more flexibility for project developers.
4. Expansion of Eligible Uses in the UGA:
 - The proposed updates to the Plan permit up to 20% of the amount of an award for Rental Assistance and Motel Voucher projects to be used within the Urban Growth Area (UGA) in order to expand opportunities for City of Vancouver community members to access safe and stable housing.
 - City Implementation: Allows for resources for City staff to implement citywide affordable housing efforts, such as State funding applications to support infrastructure development for housing projects.
5. Affordability Period and Award Limits: Increases the affordability period to 40 years for larger projects and updates per-unit funding limits based on unit type and size to better align with current development costs and promote development of family housing.

Other programmatic updates:

1. Technical Assistance: Housing Program staff will provide pre-application workshops, one-on-one support, and capacity-building partnerships to lower barriers for smaller and emerging developers.
2. Funding for Basic Needs: Allows for the funding of basic needs to maintain safe and stable housing for employment-related costs and other costs reviewed on a case-by-case basis.
3. Temporary Shelter Income Requirements: Removes the requirement to collect income documentation from Temporary Shelter program participants to better align with Community Development Block Grant (CDBG) and HOME program requirements.
4. Utility Limits: Removes the requirement to use the Vancouver Housing Authority utility limits, instead allowing use of the Washington State Housing Finance Commission rent and utility limits.
5. Shared Housing Rent Limits: Establishes a calculation for rent for shared housing and group homes, consistent with State housing programs.
6. These updates aim to make the AHF more accessible, equitable, and aligned with the City's housing goals while addressing critical gaps in the existing Plan.

Advantage(s)

- Improves alignment of AHF Admin Plan with current community needs and stakeholder feedback
- Increased commitment to equity and opportunities for local developers to access public funds

Challenge(s)

None anticipated.

Budget Impact

None. Proposed updates align with existing budget allocations under the AHF levy. A total of \$1 million annually in the funding that is currently allocated to shelter beds will be utilized for funding the City's Homelessness Response program. The 2025-26 budget anticipates receiving this allocation in each, 2025 and 2026.

Prior Council Review

- September 19, 2022 – Approval of 2024 AHF Admin Plan
- December 4, 2023 – Approval of Revised 2024 AHF Admin Plan
- February 12, 2024 – Review of proposed AHF Admin Plan changes (not approved)

Action Requested

Approve the execution of the resolution adopting revisions to the Affordable Housing Fund (AHF) Administrative and Financial Plan.

Staff Contact

Hayley Woodbridge, Associate Housing Project Coordinator, Samantha Whitley, Housing Programs Manager, hayley.woodbridge@cityofvancouver.us, samantha.whitley@cityofvancouver.us

Attachments:

1. Resolution
2. AHF Administrative and Financial Plan

12/16/2024

RESOLUTION NO. _____

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

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

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

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

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

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

WHEREAS, the City will amend the A & F Plan to adopt a mission and vision statement, update the fund goals, establish a rolling application cycle, permit use of funds for Rental Assistance and Motel Vouchers in the Urban Growth Area per the conditions outlined in the A &

RESOLUTION - 1

F Plan, allow for implementation funding for citywide affordable housing efforts, increase the affordability period to 40 years for larger projects, increase the per-unit funding limits based on unit size, and update program requirements based on the needs of the community and service providers.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

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

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

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

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

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

ADOPTED at regular session of the Council of the City of Vancouver, this _____ day of _____, 2024.

Anne McEnery-Ogle, Mayor

RESOLUTION - 2

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RESOLUTION - 3



Affordable Housing Fund

Administrative and Financial Plan

2024 Plan approved September 19, 2022
Revised 2024 Plan approved December 4, 2023
2025 updates proposed on December 16, 2024

FUNDING LEVY BACKGROUND & OVERVIEW

In January 2016, City Council reviewed several recommendations from the City's Affordable Housing Task Force to address Vancouver's lack of affordable housing options. Creating a locally controlled affordable housing fund through a property tax levy was identified as the first high priority option to move forward in 2016. The State of Washington allows cities to enact a property tax levy for affordable housing if such a measure is approved by a majority of voters (RCW 84.52.105).

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

In 2022, Vancouver reviewed the outcomes of the initial AHF levy as well as the ongoing need for affordable housing. City Council recommended placing a renewal levy on the ballot for voters to consider in 2023. In 2023, voters approved the continuation of the Affordable Housing Levy, generating \$100 million over 10 years (\$10 million annually) to support affordable housing development, housing services, temporary shelter, homeownership projects, and implementation of the fund. Collection of levy funds will begin January 1, 2024, and will continue through December 31, 2033.

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

Taxes collected for the Vancouver Affordable Housing Fund will be held in a dedicated account that is separate from the City's general fund. The money may be spent only on eligible uses and cannot be diverted to cover other City expenses. Funding allocations and anticipated outcomes are attached to this plan. Allocation amounts may change from time to time based on need, community input, and council approval. This Administrative and Financial Plan may be updated as needed with review and approval of City Council.

MISSION & VISION

The Affordable Housing Fund (AHF) is dedicated to ensuring equitable access to affordable, safe, and stable housing for all of Vancouver. By collaborating with community partners, the AHF works to expand housing opportunities to enhance housing security, prevent displacement and reduce homelessness for households experiencing low-income and very low-income.

Through innovative funding solutions and strategic partnerships with public partners and community-based organizations, the AHF seeks to create long-term housing stability, envisioning a Vancouver where affordable housing options are abundant and accessible, and where all residents, regardless of income, have a secure place to call home.

PROGRAM OBJECTIVES

The following objectives guide the implementation of the Affordable Housing Fund:

1. **Create and preserve affordable homes:** Develop and preserve affordable housing units for residents earning 50% or less of area median income (AMI), promoting housing opportunity and choice throughout the City.
2. **Contribute to efforts to end homelessness:** Provide housing and services for individuals and families who are unhoused or at risk of becoming unhoused, including motel vouchers and housing stability services.
3. **Enhance housing equity:** Collaborate with nonprofits, community-based organizations (CBOs), culturally-specific service providers, and local developers to promote inclusive housing opportunities to support Vancouver's most under-resourced community members.
4. **Invest for impact:** Increase the impact of City investments by leveraging external funding sources and prioritizing projects that would not be feasible without the use of AHF funds.

ELIGIBLE APPLICANTS

Priority will be given to applicants who have demonstrated experience in developing, owning, and/or managing affordable housing projects. Applicants without prior experience in these areas must partner with an entity that has the necessary expertise to ensure successful project execution.

Eligible recipients include:

1. **Nonprofit Organizations:**
Nonprofit agencies must have a charitable purpose, with a preference for those that have housing as a primary mission. Eligible nonprofits are required to submit their

articles of incorporation and an IRS determination letter to verify their 501(c)(3) status.

2. Entities Formed by Nonprofits or Public Corporations:

Any corporation, limited liability company (LLC), general partnership, joint venture, or limited partnership that is created and controlled by a nonprofit or public corporation to obtain tax credits or pursue other housing-related goals approved by the City.

3. Vancouver Housing Authority:

The Vancouver Housing Authority (VHA) is an eligible recipient of AHF funding and may apply for projects aligned with the fund's objectives.

4. Private For-Profit Firms/Property Owners:

Private for-profit entities must demonstrate experience in the development, ownership, and management of multifamily rental housing. These firms may include partnerships between entities, such as a contractor and property manager, and are encouraged to collaborate with nonprofit or public agencies to expand capacity for long-term project success.

5. Homebuyers/Homeowners/Tenants:

Individuals and households with low income must access assistance through City-operated programs or through a nonprofit or housing agency contracted by the City to manage the distribution of AHF resources.

ELIGIBLE PROJECT TYPES & ACTIVITIES

Funds from the AHF may be used to assist households earning up to 50% of the Area Media Income (AMI) (up to 80% of the AMI for homeownership). Key eligible uses include:

1. Housing Production and Preservation

- Construction of new affordable rental housing
- Acquisition of land or property for affordable housing development
- Rehabilitation of existing affordable housing to correct health, safety, and livability problems
- Preservation and rehabilitation of publicly subsidized, existing affordable housing with expiring affordability covenants

2. Rent Assistance and Housing Services

- Rental assistance including arrears, security deposits, and utility allowance with a priority for households who are unhoused or at risk of becoming unhoused
- Funding for basic needs to maintain safe and stable housing, including:
 - Employment-related costs (transportation, work uniforms, or tools needed to secure or maintain employment)
 - Other costs reviewed on a case-by-case basis by Housing program staff

3. Temporary Shelter

- Grants to service providers for constructing, maintaining, or operating shelters
- Motel vouchers for temporary overnight stays
- Funding for rapid rehousing or other housing services for people who are unhoused

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

- Development of affordable homeownership opportunities
- Grants for homeowners to make basic repairs and accessibility improvements
- Foreclosure prevention funding for low-income homeowners

5. City Implementation

- Resources for City staff to develop contracts, manage the program and conduct compliance monitoring
- Resources for City staff to implement citywide affordable housing efforts

Within these eligible uses, funds will generally be disbursed on a reimbursement basis for eligible costs, including but not limited to:

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

AWARD PROCESS

To ensure flexibility and timely support for housing projects, the City allocates AHF funds through a rolling application cycle. Applications will be reviewed quarterly in the order they are received. Award decisions are made by the City's Housing Advisory Committee based on the criteria outlined in the Affordable Housing Fund Application Guidelines. The AHF guidelines and application are available at the City's website: www.cityofvancouver.us/ahf.

AWARD LIMITS

Award limits are based on the project type and/or size of unit assisted and shown in the table below. These limits also determine the number of units subject to continuing compliance with Affordable Housing Fund requirements throughout the affordability period.

Housing Production – Multifamily	
Unit Type	Per-Unit Funding Limit
Group home / shared living bedroom	\$25,000
Studio	\$50,000
One Bedroom	\$75,000
Two Bedroom	\$75,000
Three+ Bedrooms	\$100,000

Housing Preservation – Multifamily

Unit Type	Per-Unit Funding Limit
Group home / shared living bedroom	\$20,000
All other unit sizes	\$40,000

Temporary Shelter

Unit Type	Per-Bed Funding Limit
Shelter bed	\$25,000

Homeownership

Project Type	Per-Household Funding Limit
80% AMI homebuyer	\$75,000

ELIGIBLE POPULATIONS

Residency

Prior to receiving AHF assistance, households must be current residents of Vancouver or experiencing homelessness in Vancouver. This residency restriction applies to any type of housing assistance.

Income

In accordance with RCW 84.52.105, the Affordable Housing Fund will be limited to serving households with low or very low-income. State law defines very low-income as earning up to 50% of area median income (AMI) and low income as earning up to 80% AMI. Income limits by household size are provided annually by the U.S. Department of Housing and Urban Development. Income limits are provided online at: www.cityofvancouver.us/ahf.

Income Determination

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

- **Housing Production and Preservation (50% AMI):** Household income eligibility must be determined at the time of leasing and annually thereafter. If a household is over the maximum income upon review, the next available unit in the property must be rented to an income-eligible household.
- **Rent Assistance and Housing Services (50% AMI):** Household income eligibility must be determined before assistance is provided and every 90 days thereafter. If a household is over the maximum income upon review, housing assistance through the Affordable Housing Fund must be terminated.
- **Temporary Shelter (50% AMI):** Households seeking temporary shelter are presumed to be experiencing very low-income and are not required to provide income documentation.
- **Homeowner Assistance (80% AMI):** Household income eligibility must be determined prior to assistance and at time of purchase commitment. If the home is sold during the Affordable

Housing Fund affordability period, subsequent buyers must be income-eligible at the time of purchase.

Priority Populations

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

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

LOCATION

All projects receiving AHF assistance must be located within the City of Vancouver limits. Rental Assistance and Motel Voucher projects can also be located within the Urban Growth Area (UGA). Project jurisdiction can be verified through the City's help tool, Do I Live in Vancouver? available at www.cityofvancouver.us/do-i-live-in-vancouver/.

Use of Affordable Housing Funds in the Urban Growth Area (UGA)

The AHF can provide funding for Temporary Shelter via motel vouchers and Rental Assistance within the UGA. The boundaries of the UGA can be viewed at: www.cityofvancouver.us/annexation/.

The following conditions must be met to use AHF in the UGA:

- The project must be providing Rental Assistance or Temporary Shelter via motel vouchers to qualified households.
- Prior to receiving AHF assistance in the UGA, households must be current residents of the City of Vancouver or experiencing homelessness within City limits.
- All units and motel locations must be located within the UGA.
- A maximum of 20% of an AHF award for a Motel Voucher or Rental Assistance project can be utilized for households in the UGA.

RENT & UTILITY LIMITS

Multi-Family Housing

Monthly rent for units assisted by AHF must be affordable to households earning no more than 50% of area median income (AMI), as set by the Washington State Housing Finance Commission. The 50% AMI rent limits are updated annually and include utilities. These rent and utility limits apply to all AHF-assisted units for Housing Production and Preservation and Rent Assistance.

For Housing Production and Preservation projects only, the Vancouver Housing Authority's utility allowance rates will be used to calculate any tenant-paid utilities. Current rent and utility limits are available at the City of Vancouver's website: www.cityofvancouver.us/ahf.*

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

Shared Housing

Monthly rent for rooms in group homes and shared housing must be affordable to households earning no more than 50% of the area median income (AMI), based on the Fair Market Rents (FMR) established by HUD each year. To calculate the maximum allowable rent per bedroom, the FMR for a home with that number of bedrooms should be divided by the total number of rooms and added to the utility allowance using the following calculation: $FMR / \text{total number of bedrooms} + \text{Utility Allowance} = \text{maximum total monthly rent per bedroom}$

For Housing Production and Preservation projects only, the Vancouver Housing Authority's utility allowance rates will be used to calculate any tenant-paid utilities. Current rent limits, utility limits, and more information about calculation FMR for group homes are available at the City of Vancouver's website: www.cityofvancouver.us/ahf.*

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

HOMEOWNERSHIP ASSISTANCE LIMITS

The maximum purchase price of an AHF-assisted homebuyer unit cannot exceed the HUD HOME limits for affordable single-family housing based on 95% of the median purchase price for the area using FHA single-family mortgage data. HUD updates the maximum purchase price annually. When feasible, homeowner assistance may include rehabilitation assistance or energy efficiency improvements at low or no cost to homeowner. Current maximum purchase prices are available at the City of Vancouver's website: www.cityofvancouver.us/ahf.

AFFORDABILITY PERIOD

The standard affordability period for Affordable Housing Fund units and shelter construction is 40 years, starting from the construction completion date (receipt of final occupancy permit) or acquisition date. Projects with four or fewer AHF-funded units will have an affordability period of 20 years. The start and end of the affordability period will be specified in the funding agreement, deed of trust, and/or affordable housing covenant. During the affordability period, housing must remain affordable to households with low or very low-income subject to compliance requirements.

Use of Program Income

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

FINANCING METHODS

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

Housing Production and Preservation

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

Rental Assistance/Housing Services and Temporary Shelter

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

Homeownership Assistance

Assistance to homeowners or purchasers will generally be provided through a contracted agency with specific funding and loan terms dependent on program design. **The 40-year AHF affordability period applies to homeownership and will be specified through the homeowner agreement, deed of trust and affordable housing covenant recorded against the property.** Homeownership projects will also be subject to underwriting review.

TIMELINES

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

MONITORING

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

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

TECHNICAL ASSISTANCE

The City of Vancouver offers Technical Assistance (TA) to support any applicant seeking Affordable Housing Fund (AHF) resources, with a focus on encouraging local developers, including nonprofits, community-based organizations (CBOs), and smaller or emerging developers, to apply. The TA program is designed to lower barriers to access and provide comprehensive guidance throughout the application process.

Available technical assistance includes:

- **Pre-Application Workshops:** Applicants are provided with detailed guidance on eligibility, the application process, and strategies for developing competitive proposals.
- **Application Assistance:** Step-by-step support is available to help applicants navigate the complexities of the AHF funding process, including filling out application forms, assembling required documentation, and understanding evaluation criteria.
- **Capacity Building:** The City facilitates partnerships between smaller developers and experienced housing providers to foster mentorship and collaboration, enhancing the capacity of local developers to successfully manage AHF-funded projects.

PLAN AMENDMENTS

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

REPORTING

Annual program reporting will be provided by city staff no later than March 31st of each year, covering activity for the previous calendar year, as well as cumulative performance of the AHF levy. **In addition, the City of Vancouver regularly updates the AHF dashboard showing all programs and projects by location and funding amount. The dashboard is accessed through www.cityofvancouver.us/ahf.**

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

Housing Production and Preservation

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

Rental Assistance and Housing Services

- number of households provided housing assistance and success at stabilizing households
- income and demographics of assisted households
- number of households assisted in the Urban Growth Area (UGA)

Temporary Shelter

- number of shelter beds supported with operating subsidy
- number of new or rehabilitated shelter beds
- number and demographics of people served by shelter assistance
- number of households assisted in the Urban Growth Area (UGA)

Homeownership

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

Implementation costs

ALLOCATION PLAN AND PROGRAM GOALS

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

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

Anticipated goals are based on historic costs per outcome.

AHF Allocations and Goals

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

A RESOLUTION declaring the intent of the City of Vancouver to adopt legislation to authorize a limited sales and use tax deferral incentive program for affordable housing on underdeveloped lands in accordance with Substitute Senate Bill 5755 (Chapter 241, Laws of 2022), and other matters related thereto.

Staff Report: 269-24

To: Mayor and City Council
From: City Manager
Date: December 16, 2024

Subject

Construction Sales Tax Deferral Program

Key Points

- Resolution of intent to allow the creation of a new construction sales tax deferral program.
- State legislation (SSB5755) allows cities to implement a sales and use tax deferral incentive program for new affordable housing development on underdeveloped urban land used for parking lots.
- The tax deferral is for the use and sales taxes associated with development construction for new affordable housing.
- If the applicant maintains the program requirements and affordability component for 10 years, the deferred taxes are not required to be repaid.

Strategic Plan Alignment

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

Present Situation

The City of Vancouver continues to experience high housing rental and ownership costs. The Washington State legislature recently passed SSB-5755 (codified under RCW 82.92) allowing Washington cities the ability to create a retail sales and use tax deferral program as a tool to support affordable housing production. The purpose of the program is to encourage housing projects on underdeveloped property being used for off-street parking that can help increase affordable housing, employment opportunities, and accomplish other city planning and livability goals. The program will provide owners of underdeveloped surface parking land an opportunity to achieve the highest and best use of their property and enable the City to increase its affordable and overall housing stock.

This introductory resolution of “intent to proceed” is a mandatory step prior to holding any hearings to adopt local regulations. This resolution is required to include information on the proposed processes for application, approval, and appeals, as well as any requirements, conditions, and obligations. If the resolution is passed, an additional public hearing for an ordinance adopting the program and associated regulations will be scheduled before the City Council. The ordinance hearing date and time will be advertised in the Columbian newspaper twice before the hearing and the public will have additional opportunity for public comment and testimony at the ordinance adoption hearings.

Generally, a successful application will allow the project property owner to defer retail sales and use

taxes related to the construction costs of residential projects providing affordable housing units. If the project maintains the affordability requirements for 10 years after completion, then the deferred taxes need not be repaid. The City and Department of Revenue will monitor the projects for compliance annually for 10 years.

The program allows for both rental and homeownership options, where at least 50% of the rental or ownership units created with the development must be affordable. Affordable rental units must be leased to households with very-low or low income (up to 80% of the median family income) whose monthly housing costs, including utilities other than telephone, do not exceed 30% of the household's monthly income. Affordable homeownership units must be sold as owner occupancy, to low or moderate-income households (up to 115% of the median family income) whose monthly housing costs, including basic essential utilities, excluding phones, do not exceed 30% of the household's monthly income.

The program process is similar to the City multifamily tax exemption program. The process generally includes:

- An initial conditional certificate review by the City and Department of Revenue.
- A 3-year construction period during which the applicant can defer eligible project cost sales taxes. A one-time 24-month extension is available for unforeseen circumstances beyond the control of the applicant.
- A final certificate review by the City and the Department of Revenue.
- A 10-year compliance monitoring period.

A flow chart graphic of the Construction Sales Tax Deferral program process timeline is attached for reference. The initial application review is proposed as follows:

For the initial conditional certificate, the review will be considered and issued by a review committee composed of the City's Economic Prosperity and Housing Director and the Chief Financial Officer. The committee must issue an approval or denial of an application, to be confirmed by City Council through resolution, within 90 days after receipt of a complete application. The certificate application decision date starts the three-year construction period. Once approved, the applicant must enter an agreement with the City of Vancouver that details the conditions to receive the conditional certificate. The City will then issue a conditional certificate that will be recorded along with the signed agreement with the Clark County Auditor. If the committee denies an application, the review committee must provide the applicant with the reasons for denial within 10 days. Upon receiving a denial, an applicant may appeal the denial decision to the City Council. The appeal must be based upon the record made before the city with the burden of proof on the applicant to show that there was no substantial evidence to support the city's decision. The decision of the City Council on the appeal is final.

Following the City review, the applicant will then apply to the Department of Revenue. The Department of Revenue has 60 days to review the application and issue a certificate of tax exemption. Following the issuance of the tax exemption certificate, the applicant may receive building permits and begin active construction. The applicant has three years to complete the project and receive a certificate of occupancy.

Within 30 days of receiving a certificate of occupancy, the applicant must submit evidence of compliance with the City's conditional certificate agreement conditions. If the conditions of the conditional certificate are met, the City will provide a written affirmative decision that the applicant will present to the Department of Revenue to schedule a final audit of the deferred taxes. If the conditions are not met, the City will issue a denial notifying both the applicant and the Department of Revenue.

Following the completion of the process, the City will monitor the development for affordability compliance annually for 10 years. The City will report on deferral certificates to the Department of Revenue annually. If the applicant maintains the conditions of the tax deferral agreement the deferred taxes will not need to be repaid.

Proposed conditional certificate approval requirements include:

- Applications for the initial certificate must be received, reviewed, and approved by both the City of Vancouver and the Department of Revenue before building permits are issued for the project.
- The subject property must be "underdeveloped" land used as a surface parking lot for off-street parking of motor vehicles that is open to public use as of June 9, 2022.
- Property must be appropriately zoned for residential or mixed-use development. If the project is mixed use, only the bottom floor of the project can be utilized as commercial space.
- Property cannot be acquired through condemnation.
- If approved, the applicant must execute an agreement with the City that will be recorded with the County auditor.
- The project must comply with all building codes, zoning, and other applicable regulations.
- The project must have a unit mix requirement under which the affordable units must be comparable to the market rate units in terms of size, features, and number of bedrooms.
- For mixed-use projects, only the ground floor of a building may be used for commercial purposes with the remainder dedicated to multifamily housing units;
- Applicants must include a marketing plan on how they will advertise affordable units.
- All projects receiving the tax deferral will need to meet applicable City climate action policies.
- The applicant must complete the construction phase within 3 years of the conditional certificate issuance by the City.

Financial impacts on the City and other taxing districts will vary based on the size of the projects that apply for the deferral. The year over year foregone tax amount will also vary depending on how many projects apply. Currently, the state sales tax collected is 6.5% and the local retail sales tax is 2.2% for a combined 8.7%. As an example, for a construction project with \$6 million in eligible materials costs, the resulting estimated sales tax at 8.7% would be \$522,000. This would be the total amount of forgone taxes. The breakdown of forgone sales taxes by destination is as follows:

Taxing District	Sales Tax %	Tax Amount
State of Washington	6.50%	\$390,000
City of Vancouver	1.10%	\$66,000
C-Tran	.70%	\$42,000
Clark County	.40%	\$24,000
Total	8.7%	\$522,000

The restrictions on program eligibility (former parking lots) will limit the number of potential projects that apply for this program. Approximately 3–5 affordable housing projects totaling 250 units are built within the City of Vancouver each year. Most of those projects are built on either greenfield (i.e., undeveloped) or infill lands. Relatively few projects are ever built on public surface parking lots. As a result, even under the most optimistic production scenarios, the City's liability is likely less than \$600,000 in a given year.

Advantage(s)

- Supports the addition of housing units within the City.
- Supports short term affordable housing units within the City.
- Activates under-utilized parking lot land.

Challenge(s)

1. Loss of sales tax revenue from City portion of sales and use taxes.
2. Loss of sales tax revenue to the State, C-Tran, and Clark County.

Budget Impact

The program has the potential for material reductions in City sales tax revenue. Currently, the City relies on sales tax revenue from new construction activity to fund the city's basic services, such as fire, police, parks and streets. The financial impact on the City and other taxing districts will vary based on the size, number, and timing of the projects that ultimately apply for the deferral. The site eligibility restriction of development to former parking lot properties will help limit the number of potential applications. Based on typical affordable housing unit production, the City's liability is likely to be less than \$600,000 in a given year. In addition, City Council will have the opportunity to review and approve each project to limit the financial burden to the City. The current 2025-26 budget does not incorporate the impact from this proposed program.

Prior Council Review

1. August 7, 2023, Council Workshop. Presented as one of the Housing Action Plan new initiatives tasks.
2. November 20, 2024, Introductory Council Memo.

Action Requested

Approve the resolution to proceed with the drafting of an ordinance establishing a sales and use tax deferral program.

Staff Contact

Bryan Monroe, Associate Housing Project Coordinator, bryan.monroe@cityofvancouver.us

Attachments:

1. Presentation
2. Memo
3. Resolution
4. Ex A
5. Process Timeline Graphic
6. RCW 82.92- Reference Text



CITY OF
Vancouver
WASHINGTON

Construction Sales and Use Tax Deferral Program

Patrick Quinton

Director

Economic Prosperity Housing

Bryan Monroe

Associate Housing Coordinator

Economic Prosperity Housing



Agenda

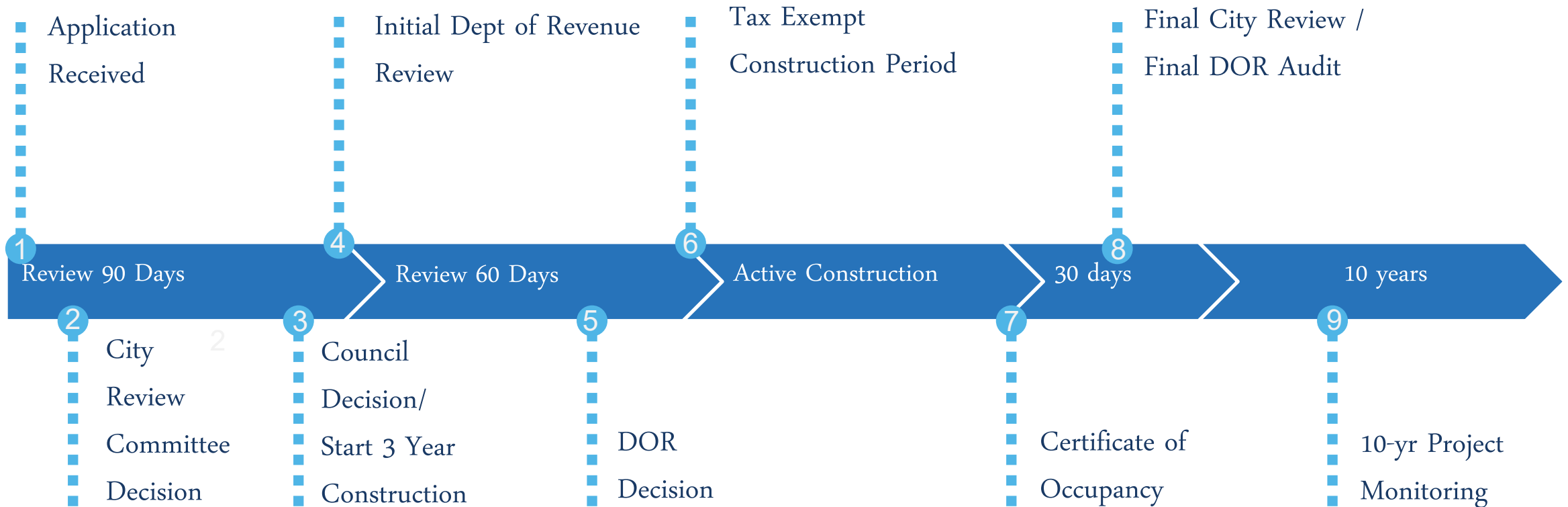
- Program Overview
- Process Timeline
- Process Steps
- Financial Implications
- Next Steps
- Discussion /Questions

Program Overview

- New affordable housing incentive tool
- Optimization of underutilized parking lot land
- Rental and ownership opportunities
- 50 percent of the units must be:
 - affordable rental housing (80% MFI) or
 - affordable homeownership (115% MFI)
- Adds to the city's housing supply



Application Process Timeline



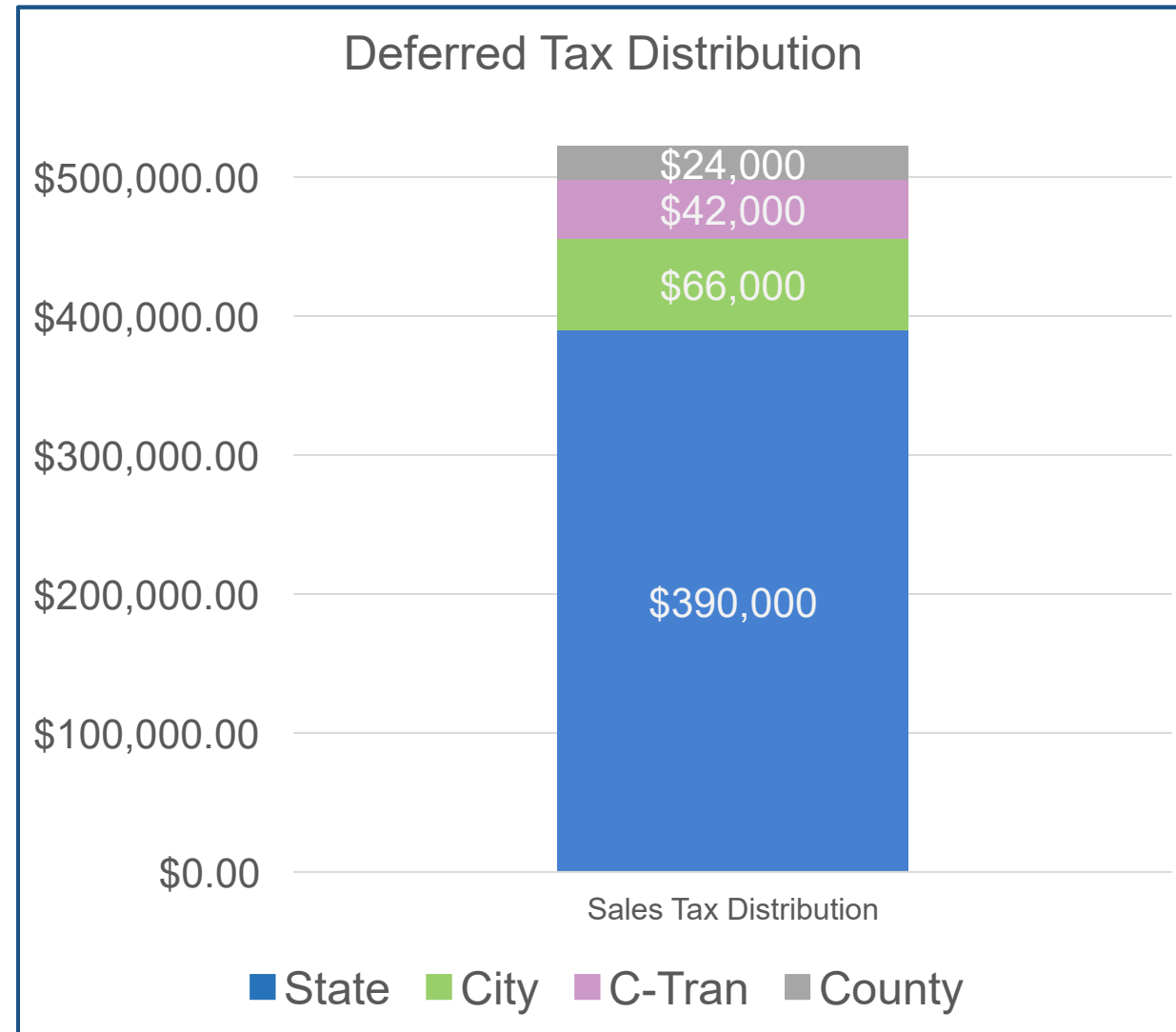
Financial Implications

Example:

- 45-unit development
- \$6 million in eligible construction costs
- Waived taxes \$522,000

Sales Tax Distribution:

State	6.5%	
City	1.1%	
C-Tran		0.7%
<u>County</u>	<u>0.4%</u>	
Total	8.7%	





Next Steps

- VMC Ordinance Adoption Hearing



Discussion/Questions



Thank You



bryan.monroe@cityofvancouver.us | 360-487-7958 | cityofvancouver.us





MEMORANDUM

DATE: December 16, 2024

TO: Mayor Anne McEnerny-Ogle
Vancouver City Council

FROM: Lon Pluckhahn, City Manager

RE: **Financial Impact of Housing Incentive Programs**

CC: Patrick Quinton, Samantha Whitley

This memorandum analyzes the potential impact of two housing incentive programs on future tax revenues to the City. The two programs are the proposed Construction Sales Tax Deferral program (CSTD) and the Multifamily Tax Exemption program (MFTE). The analysis was performed in response to concerns raised by City Council about the cumulative impact of incentive programs on the City's revenues and tax base. The memo includes an in-depth analysis of the potential revenue impact to the City of both programs and the tradeoffs involved in offering both of these incentives to spur new housing development. Because this analysis is based on projections and assumptions about future construction activity, the projected impacts are speculative in nature.

Construction Sales Tax Deferral Program

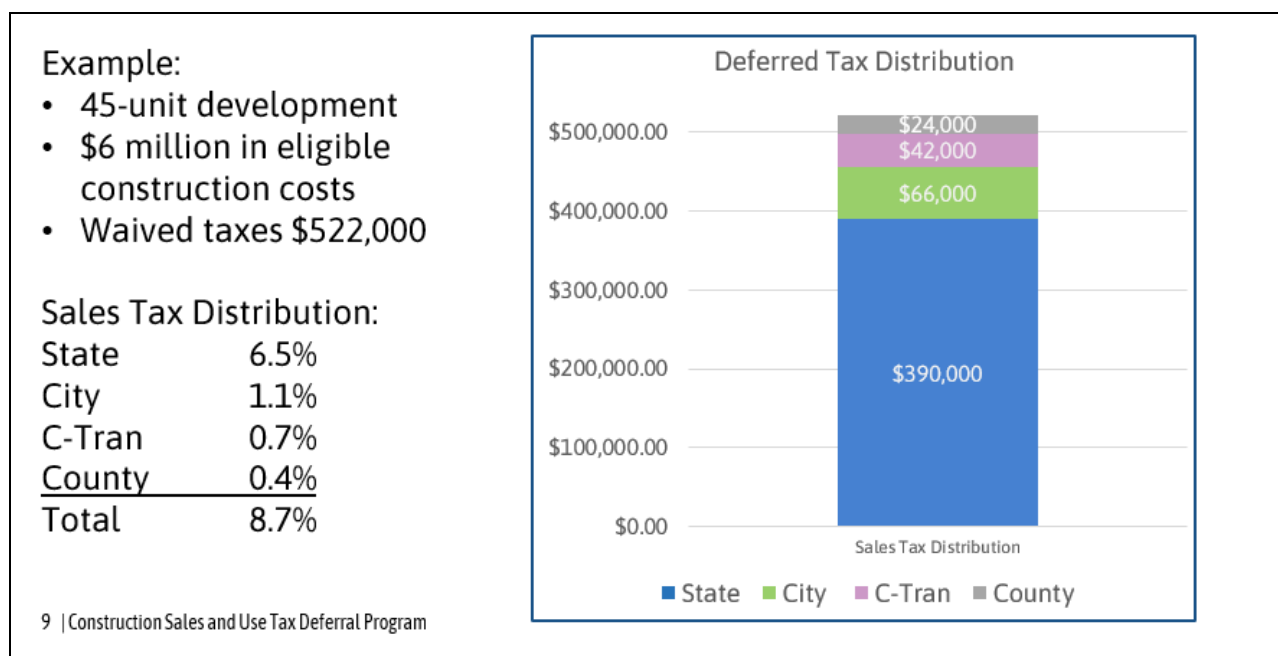
Overview

A proposed deferral of construction sales and use taxes on affordable housing projects was originally presented to City Council at a workshop on existing and new housing actions in August 2023. Elements to a new program were developed and slated for City Council action in March 2024 but were pulled prior to action due to concerns about the uncertain impact to the City's tax revenues and the tax burden to City taxpayers. The proposed program has been revised to address these concerns.

As detailed in the staff report to City Council for this action item, eligible projects must limit rents on at least half of the units to be affordable to households earning 80% of

area median income for a minimum of ten years. To provide this benefit to eligible projects within the City of Vancouver, City Council must adopt a program within the statutory guidelines provided by the State.

While this program has limited applicability given the restriction to surface parking lots, the benefit does result in a material reduction in costs in projects that are eligible. As shown below, a typical 45-unit affordable housing project would save \$522,000 in sales and use taxes, with \$390,000 coming from taxes due to the state, and the remainder on sales and use taxes due to local governments, including the City of Vancouver.



Proposed City Program

In response to concerns that adoption of this program would create an open-ended liability for the City, staff proposes to manage the program similar to the MFTE program, in which each application is reviewed by staff and presented to City Council for approval. That approval request would include an analysis of the revenue impact to the City and a summary of the economic and social benefits to the City. In this way, City Council will have the opportunity to assess the revenue impact to the City of each project prior to approval prior to sending to the State for its review.

Potential Revenue Impact

As previously stated, the restrictions on program eligibility will limit the number of potential projects that apply for the benefit under this program. In addition, roughly 250 units of affordable housing across 3-5 projects are built within the City of Vancouver each year and most of those projects are built on either greenfield (i.e., undeveloped) properties or infill. Relatively few are ever built on public surface parking lots. As result, even under the most optimistic production scenarios, the City's liability is likely less than \$600,000 in a given year. The estimated revenue impact for different production scenarios is show below.

	100 units	200 units	400 units
Total Tax Deferral	\$866,700	\$1,733,400	\$3,466,800
COV Tax Deferral	\$146,667	\$293,333	\$586,667

Potential Benefits

The intent of the CSTD program is to spur the development of additional affordable housing especially on land that is not otherwise utilized in a productive manner. As analyzed above, the cost of this incentive to the City is less than \$3,000/affordable unit,¹ out of a total incentive of \$23,200/unit (leverage of nearly to 8:1) and represents less than 1% of the total cost of an affordable housing unit.

The true benefit of the program will be realized if the incentive results in projects being feasible that would not otherwise have been built, and therefore do not create a loss of expected City revenues. The incentive will also result in adding new affordable units that would not have otherwise been feasible. With this incentive, 100% market rate projects or MFTE only projects could add new affordable units without any additional subsidy, increasing the percentage of affordable units to 50% of all units. For MFTE projects, this change produces a 2.5x increase in the number of affordable units compared to projects without the benefit.

This incentive also has the potential of improving the leverage of all other forms of capital in an affordable project. By avoiding construction sales and use taxes, an affordable housing developer doesn't have to find the capital to cover those costs (or pay interest on those costs) which reduces the required capital or subsidy from other sources. This reduction in outside capital should result in more units and projects.

Multifamily Tax Exemption (MFTE) Program

Unlike the CSTD program, which defers and waives one-time sales and use taxes, the MFTE program removes new multifamily projects from the property tax base and causes the City and other taxing jurisdictions to forgo a portion of the property taxes on those properties for a period of up to 12 years. While the tax impact of these two programs differs, collectively the impact results in lower revenues to taxing jurisdictions and an increase in the tax burden on other taxpayers. To provide this additional context for

¹ Since the program requires that only 50% of units be affordable, the cost per affordable unit is calculated using only the affordable units.

consideration of the proposed Construction Tax Deferral Program, an analysis of the current and projected impact of the MFTE program on the City's tax base is included in this memo.

Background

The MFTE program offers an exemption on property taxes for qualifying multifamily developments for up to 12 years. Projects that participate in the program are exempted from property taxes on the residential portion of the property improvements for the exemption period. The value of the land and any non-residential improvements, including parking and commercial space, are still required to pay property taxes. In addition, projects pay property taxes on the full assessed value during construction, with the full exemption period beginning January 1 in the first full year after building occupancy.

During the exemption period, the exempt assessed value is removed from the tax base for the City resulting in a temporary loss of property tax revenues associated with the assessed value of improvements during construction. This reduction in assessed value also increases the levy rate charged to all property owners. When the exemption period ends, the current assessed value of the project is added back to the tax base, providing a one-time jump in revenues to the City and reducing the levy rate for property owners. While City revenues remain largely intact as a result of the tax exemption, the City must defer the tax windfall from new construction and taxpaying property owners are impacted through higher levy rates during the exemption period.

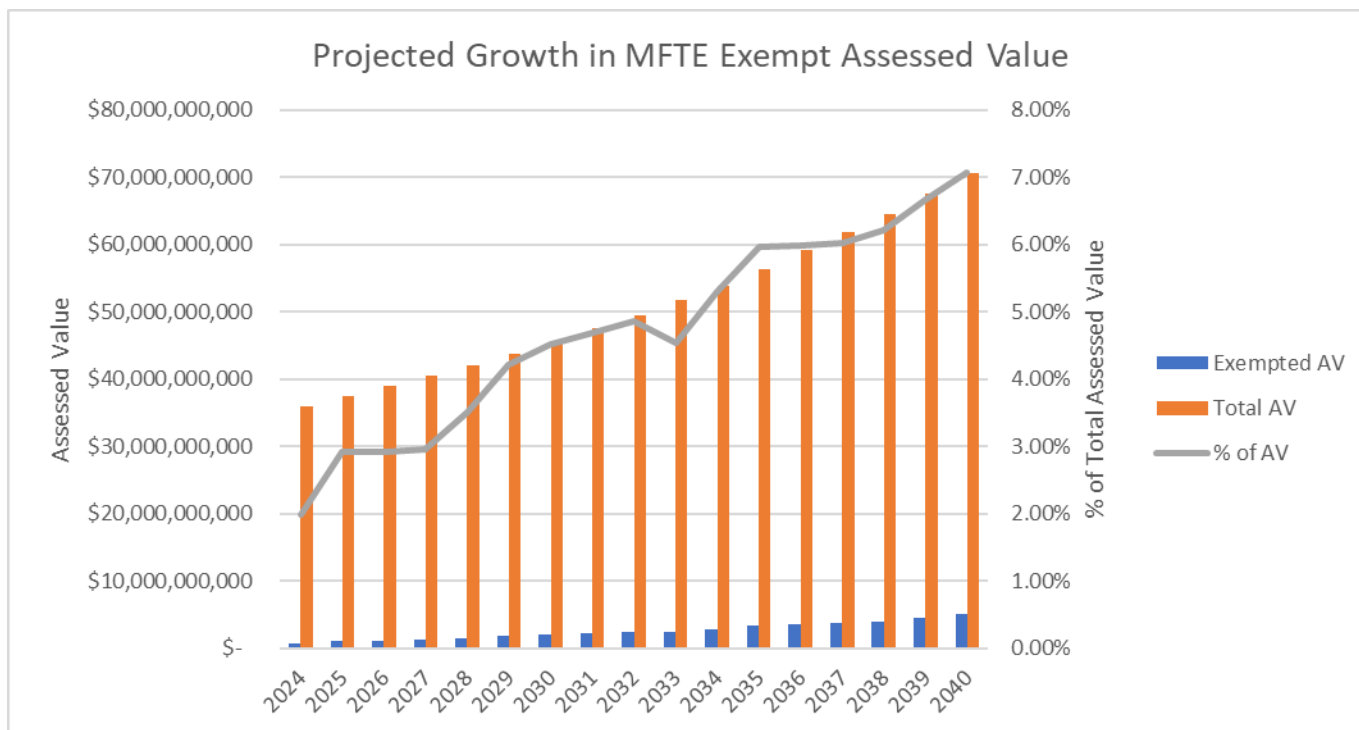
Recent Changes and Activity

In July 2023, City Council adopted changes to the program that expanded the eligible geographic areas of the program, streamlined the program options available to developers and created a fee-in-lieu option for market rate projects to contribute to affordable housing investments in other projects. While the expansion of the geographic reach of the program is likely to increase demand for the MFTE exemption, the changes to the program are too recent to have real time data on the impact of the new program changes on demand for the tax exemption.

The more significant impact on demand for MFTE has been the downturn in development activity due to current market conditions. The City has received only one application under the new program guidelines and, based on current data in the development pipeline, staff expect few MFTE applications in the next 12-18 months. Given the 24-36 month planning and construction timeline for new development, the MFTE program will not have additional impact on the City's property tax base beyond projects already in the pipeline until 2029.

Projected Impact on Tax Base

Based on the existing pipeline of new development and assumptions about future development activity, below is a table summarizing the current and projected impact of the MFTE program on the overall property tax base.



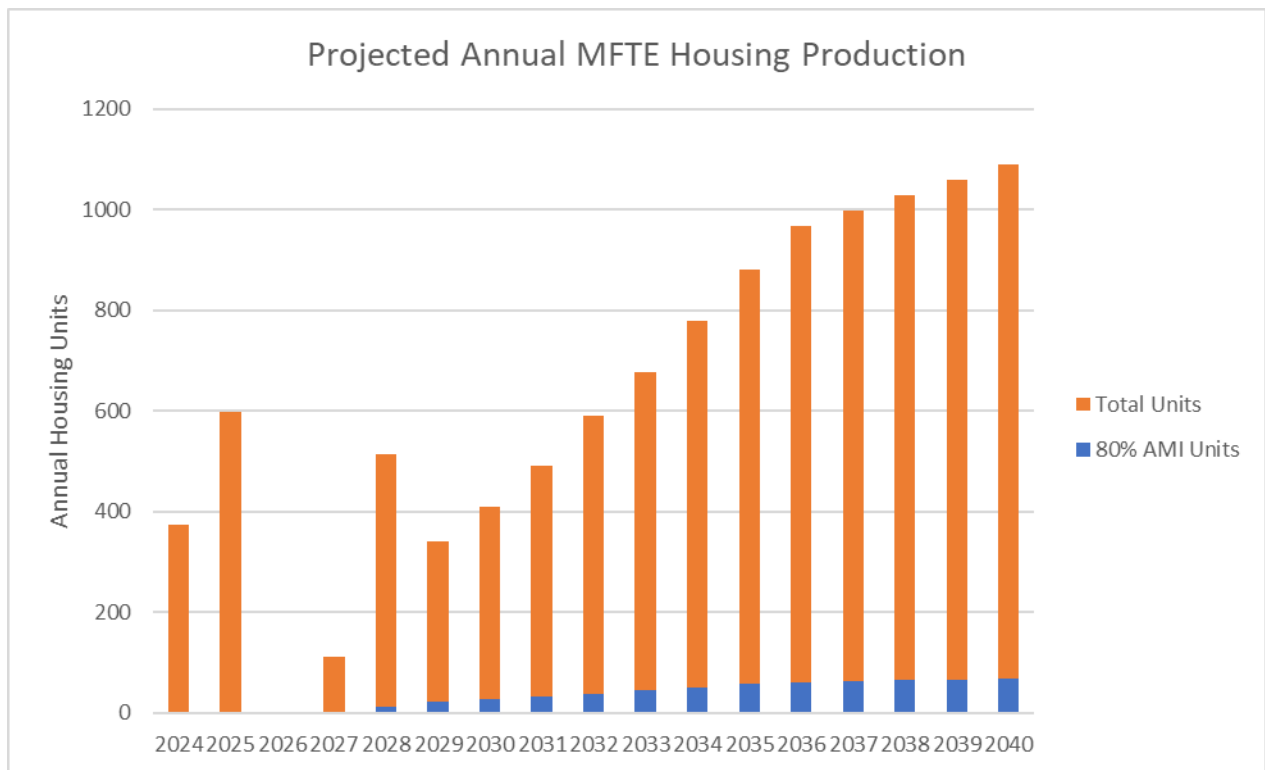
The City currently has an estimated \$717 million in exempted assessed value through MFTE. This amount represents roughly 2% of the city's \$36 billion property tax base. Growth in the exempted tax base over the next five years will come from projects already approved by City Council that are either in predevelopment or under construction. Those projects will increase the exempted base by 50% and grow the share of the exempted tax base to 3% of the city's overall property tax base.

After approved projects come online, growth in new exempted base will slow until projects initiated in the next economic cycle are completed. Depending on how favorable future conditions are to new development, growth in the exempted tax base could accelerate again and possibly reach 7% of the city's tax base by 2040.

The above graph highlights that as new MFTE projects are completed, the size of the exempted base grows at a faster rate than overall growth in the city's total assessed value. However, the city's total property tax base will still grow net of any exempted base. In addition, the pace of the exempted tax base growth will slow even with new development, because existing exempted projects will eventually return to the tax base and offset some of the new exemptions.

Projected MFTE Outcomes

The MFTE program should also be evaluated based on the outcomes produced by the program. The graph below summarizes the new housing unit production projected under the MFTE program, including the number of 80% AMI affordable units developed under the program.



These projections indicate that the MFTE program could assist with the development of over 10,000 housing units by 2040, including more than 600 units affordable to households earning 80% of the median family income. This housing production is critical in helping the City meet goals for increasing housing supply by 2040.

Market rate MFTE projects will also return over \$35 million in developer property tax exemption savings to the City in the form of contributions to the newly-established Fee-in-Lieu Fund. These funds will be used to make strategic investments in permanently affordable housing projects that are not built through the MFTE program, and are estimated to produce at least 400 units of housing permanently affordable to households earning 60% or less of the median family income.

As shown when MFTE projects are brought to City Council for approval, MFTE projects also produce construction sales taxes and utility taxes. Based on the assumptions used for prior projects, new projects are estimated to generate over \$140 million in new taxes to the City. Given the restrictions on usage of the proposed CSTD incentive, few of these MFTE projects would be eligible to have sales and use taxes waived.

Options for Managing Tax Base Impact

The MFTE program is designed to stimulate new multifamily housing construction through a limited financial incentive with negative short-term impacts on the City's property tax base. Given the trade-offs and uncertainty about projecting long-term outcomes, one strategy for Council to employ to manage the long-term impact of the program on the tax base is to regularly review the growth in the exempted tax base and

moderate unforeseen tax impacts from the program. Potential future adjustments to the program to limit long-term exposure to the tax base include:

- Reduce program areas to constrain the number of eligible properties;
- Eliminate the market rate option in some or all program areas;
- Increase fee-in-lieu requirement to reduce number of market rate options and increase the immediate return to City of foregone taxes; and
- Establish annual cap on program utilization by either number of transactions or exempted tax base.

12/16/2024

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION declaring the intent of the City of Vancouver to adopt legislation to authorize a limited sales and use tax deferral incentive program for affordable housing on underdeveloped lands in accordance with Substitute Senate Bill 5755 (Chapter 241, Laws of 2022), and other matters related thereto.

WHEREAS, in the 2022 Regular Session, the Washington State Legislature approved, and the Governor signed, Substitute Senate Bill 5755 (Chapter 241, Laws of 2022) (“SSB 5755”) found under chapter 89.92 RCW; and

WHEREAS, SSB 5755 authorizes the governing body of a city or county to establish a local sales and use tax deferral program to incentivize the redevelopment of underdeveloped surface parking lots for the purpose of developing affordable housing; and

WHEREAS, the City of Vancouver has a deficit of affordable housing for very low, low, and moderate-income households and has determined that establishing the sales and use tax incentive program will aid in addressing this need in benefit to its citizens; and

WHEREAS, the deferred sales and use tax will represent an additional incentive tool to support housing needs in the City of Vancouver; and

WHEREAS, the sales and use tax deferral program must be used to assist persons whose income is at or below eighty percent of the City of Vancouver median family income for affordable rental housing or between eighty percent and one-hundred fifteen percent of the City of Vancouver median family income for affordable homeownership housing; and

WHEREAS, if a recipient of the deferred sales and use tax authorized by SSB 5755 maintains the approval criteria on a property qualifying affordable housing purposes for 10 years, the deferred taxes need not to be repaid; and

WHEREAS, in order for a city or county to the program authorized by SSB 5755, the governing body must adopt a resolution of intent to create a sales and use tax deferral program that provides information pertaining to the application process, approval process, denied application appeals process, and any additional program requirements; and

WHEREAS, this resolution constitutes the resolution of intent required by SSB 5755; and

WHEREAS, the City Council now desires to declare its intent to establish a local sales and use tax deferral program as authorized by SSB 5755 as set forth herein;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. Resolution of Intent. The City Council declares its intent to adopt legislation to establish a local sales and use tax deferral program authorized by chapter 82.92 RCW.

Section 2. Information Required by RCW 82.92.020. Pursuant to RCW 82.92.020, the information pertaining to the creation of the deferral program, the application process, approval process, appeals process for applications denied approval, and any additional requirements, conditions, and obligations that must be followed post-approval of an application are contained in the draft municipal code language, attached hereto as Exhibit A and incorporated herein by reference.

Section 3. Notice of Hearing. Pursuant to RCW 82.92.020(2), and subject to approval on first reading pursuant to Section 2.13 of the Vancouver City Charter, the time and place for hearing by the City Council to consider the creation of the tax deferral program is set for City Council Chambers, Vancouver City Hall, 415 W. 6th Street, Vancouver, WA 98660, on Monday January 13, 2025, at 6:30 p.m. PDT. This notice of hearing shall be published according to RCW 82.92.020(2).

Section 4. Further Authority; Ratification. All City officials, their agents, and representatives are hereby authorized and directed to undertake all action necessary or desirable from time to time to carry out the terms of, and complete the actions contemplated by, this resolution. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified.

Section 5. Effective Date. This resolution shall take effect immediately upon its passage and adoption.

INTRODUCED, PASSED, AND ADOPTED at a regular meeting of the Vancouver City Council this ____ day of _____ 2024.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

5.98.070 Construction Sales and Use Tax Deferral

- A. **Purpose.** The City of Vancouver is experiencing high housing rental and ownership costs. The purpose of the Construction Sales and Use Tax Deferral (CSTD) program is to encourage housing development on underdeveloped property in targeted urban areas to increase affordable housing, employment opportunities, and help accomplish other city planning and livability goals. The CSTD program allows for a deferral on the sales and use taxes related to the development and building costs for constructing new housing projects that include an affordability component on underdeveloped surface parking lots within the city. This deferral is authorized under chapter 82.92 RCW.
- B. **Definitions.** The definitions in this subsection apply throughout VMC 5.98.070 unless the context clearly requires otherwise:
1. **“Affordable homeownership”** means housing intended for owner occupancy for low or moderate-income households whose monthly housing costs, including utilities other than telephone, do not exceed 30% of the household's monthly income.
 2. **“Affordable rental housing”** means housing intended for very low or low-income households whose monthly housing costs, including utilities other than telephone, do not exceed 30% of the household's monthly income.
 3. **“Applicant”** means an owner of underdeveloped property.
 4. **“Conditional recipient”** means an owner of underdeveloped property granted a conditional certificate of program approval, which includes any successor owner of the property.
 5. **“County median sales price”** means the most recently published quarterly data of median home prices by the Washington Center for Real Estate Research. (wcrer.be.uw.edu).
 6. **“CSTD”** means Construction Sales and Use Tax Deferral.
 7. **“Eligible investment project”**: means an investment project that is located in a city and receiving a conditional certificate of program approval.
 8. **“Fair market rent”** means the estimates of 40th percentile gross rents for standard quality units within counties as published by the federal department of housing and urban development.
 9. **“Household”** means a single person, family, or unrelated persons living together.

10. **“Initiation of construction”** means the date that a building permit is issued under the building code adopted under RCW 19.27.031 and VMC Title 17 for construction of the qualified building if the underlying ownership of the building vests exclusively with the person receiving the economic benefit of the deferral. Initiation of construction does not include soil testing, site clearing and grading, site preparation, or any other related activities that are initiated before the issuance of a building permit for the construction of the foundation of the building. If the investment project is a phased project, initiation of construction applies separately to each phase.
11. **“Investment project”** means an investment in multifamily housing, including labor, services, and materials incorporated in the planning, installation, and construction of the project. “Investment project” includes investment in related facilities such as playgrounds and sidewalks as well as facilities used for business use for mixed-use development.
12. **“Low-income household”** means a single person, family, or unrelated persons living together whose adjusted income is more than 50% but is at or below 80% of the median family income adjusted for family size, as reported by the United States department of housing and urban development.
13. **“Moderate-income household”** means a single person, family, or unrelated persons living together whose adjusted income is more than 80% but is at or below 115% of the median family income adjusted for family size, as reported by the United States department of housing and urban development.
14. **“Multifamily housing”** means a building or a group of buildings having two or more dwelling units not designed or used as transient accommodations and not including hotels and motels. Multifamily units may result from new construction or rehabilitation or conversion of vacant, underutilized, or substandard buildings to multifamily housing.
15. **“Owner occupied”** means when a person who holds the title (or owns the property) uses the home as their primary residence more than six months out a calendar year.
16. **“Underdeveloped property”** means land used as a surface parking lot for parking of motor vehicles off the street or highway, that is open to public use with or without charge, as of June 9, 2022.
17. **“Very low-income household”** means a single person, family, or unrelated persons living together whose adjusted income is at or below 50% of the median family income adjusted for family size, as reported by the United States department of housing and urban development.

C. **Program Approval Requirements.** In order for the city to grant approval of the tax deferral the following criteria shall be met:

1. The applicant must be the property owner, and the CSTD application must be received by the Department of Revenue before initiation of construction.
2. The subject property must the definition of underdeveloped property and be located in an area zoned for residential or mixed-use development.
3. The project site cannot be acquired through condemnation.
4. The project must be for multi-family housing of either affordable rental or owner-occupied affordable homeownership.
5. A minimum of 50% of the new units in the project must be affordable to low or moderate-income households.
6. The affordable rental units must be leased to very low or low-income households (up to 80% AMI) whose monthly housing costs, including utilities other than telephone, do not exceed 30% of the household's monthly income. This information is updated annually on the city's housing program webpage.
7. The affordable homeownership units must be sold as owner occupancy to low or moderate-income households (up to 115% AMI) whose monthly housing costs, including basic essential utilities (excluding phone and cable services), do not exceed 30% of the household's monthly income. This information is updated annually on the city's housing program webpage.
8. If the project is mixed use, only the bottom floor of the project can be utilized as commercial space.
9. If approved, the applicant must enter an agreement with the City of Vancouver to implement the development and comply with any additional conditions contained in that agreement.
10. Construction must be completed (issued an occupancy permit) within three years of receiving the certificate of conditional tax deferral. The city may also grant a one-time two-year extension.
11. The project must comply with all building codes, zoning, and other applicable regulations.

D. Conditional Certificate Application Process

1. *Complete Application Submittal.* Applications must be submitted by the property owner and must be submitted to both the city and Department of Revenue prior to the initiation of construction. Applications will be reviewed for completeness upon submission and application fee payment. Once a complete application is received the city appointed review committee must approve or deny the application within 90 days. Tax deferral application review times do not include land use, engineering or building permit processing timelines of other city departments associated with the development process. The applicant is responsible to coordinate with the city development review teams on other associated project timelines. The city may request and permit the applicant to revise an application before final action of the application review committee. A complete application shall include:
 - a. A city provided application form signed by the property owner;
 - b. Information describing the justification for supporting the requested deferral including information indicated on the application form or in the guidelines;
 - c. Application fee of \$5,000 plus \$75 dollars per housing unit;
 - d. A description of the investment project including the number, type and size of units being constructed;
 - e. Site plan, floor plans, elevation and other applicable project drawings;
 - f. A construction budget and project proforma;
 - g. An estimated construction timeline;
 - h. A statement that the applicant is aware of the potential tax liability involved if the investment project ceases to be used for eligible uses;
 - i. A statement that the applicant is aware that the investment project must be completed and receive a certificate of occupancy within three years from the approval date of the conditional certificate application;
 - j. A statement that the applicant is aware that the governing authority or the city official authorized by the governing authority may extend the deadline for completion of construction or rehabilitation for a period not to exceed 24 consecutive months; and
 - k. A statement that the applicant would not have built in this location without the availability of the CSTD tax deferral;

2. *Conditional Certificate Approval Criteria.* The city application review committee may approve the application and grant a conditional certificate of program approval if it finds that:
- a. The applicant is the legal property owner, and the application is received before initiation of construction;
 - b. The investment project will occur on land that constitutes underdeveloped property;
 - c. The land where the investment project will occur was not acquired through a condemnation proceeding under Title 8 RCW;
 - d. The area where the investment project will occur is located within an area zoned for residential or mixed uses;
 - e. For mixed-use projects, only the ground floor of a building may be used for commercial purposes with the remainder dedicated to multifamily housing units;
 - f. The project consists of new multi-family housing of either affordable rental or owner-occupied affordable homeownership.
 - g. A minimum of 50% of the new units in the project must be affordable to low or moderate-income households where:
 - i. The affordable rental units must be leased to low or low-income households (up to 80% AMI) whose monthly housing costs, including utilities other than telephone, do not exceed 30% of the household's monthly income. This information is updated annually on the city's housing program webpage. During the deferral period the affordable rental units must be rented at a price at or below fair market rent for Clark County as published by the federal department of housing and urban development.
 - ii. The affordable homeownership units must be sold to owner occupancy, low or moderate-income households (up to 115% AMI) whose monthly housing costs, including basic essential utilities (excluding phone and cable services), do not exceed 30% of the household's monthly income. This information is updated annually on the city's Housing Program website. During the deferral period the affordable homeownership units must be sold at a price at or below the county median price.
 - h. The investment project is, or will be, at the time of completion, in conformance with RCW 82.92 and all local plans and regulations that apply at the time the application is approved.

3. *Conditional Certificate Application Decision and Appeals Process*

- a. The conditional certificate application review committee must issue an approval or denial of an application, to be confirmed by City Council through resolution, within 90 days after receipt of a complete application.
- b. If approved, the applicant must enter an agreement with the City of Vancouver to implement the development and comply with any additional conditions contained in that agreement.
- c. Following the execution of the agreement, the city will issue the applicant a conditional certificate of program approval attesting that the investment project can comply with the required criteria of this section. The certificate shall be recorded with the Clark County Auditor at the applicant's expense.
- d. If the application is denied, the application review committee must state in writing the reasons for denial and send the notice to the applicant at the applicant's last known address within 10 days of the denial.
- e. Upon receiving a denial, an applicant may appeal the denial decision to the City Council. The appeal must be based upon the record made before the city with the burden of proof on the applicant to show that there was no substantial evidence to support the city's decision. The decision of the City Council on the appeal is final.

4. *Department of Revenue Conditional Certificate Review and Approval.*

Following the conditional certificate approval by the city the conditional recipient must submit an application to the Washington State Department of Revenue (DOR) before initiation of construction on the project. In the case where an investment project involves multiple qualified buildings, separate applications must be made for, and before the initiation of construction of, each qualified building. The application must be made to the Department of Revenue in a form and manner prescribed by the Department of Revenue. The Department of Revenue application must include:

- a. a copy of the conditional certificate of program approval issued by the city;
- b. estimated construction costs;
- c. time schedules for completion and operation;
- d. a waiver by the conditional recipient of the four-year limitation on assessment or correction of taxes under RCW 82.32.100; and

- e. any other information required by the Department of Revenue.

After the conditional recipient submits the conditional certificate of program approval issued by the city to the Washington State Department of Revenue, the department must issue a sales and use tax deferral certificate for state and local sales and use taxes due under chapters 82.08, 82.12, and 82.14 RCW on each eligible investment project within 60 days.

When approved, DOR will provide information to the conditional recipient regarding documentation that must be retained by the conditional recipient in order to substantiate the amount of sales and use tax actually deferred. The conditional certificate for deferred sales and use tax is valid during active construction of the project.

- E. **Post Conditional Certificate Issuance.** The investment project must be completed and receive a certificate of occupancy from the City Building Official within three years from the date of approval of the conditional certificate application approval or any applicable extension date;

1. Within 30 days of the issuance of a certificate of occupancy for an eligible investment project, the conditional recipient must file with the city the following:
 - a. A detailed description of the work completed;
 - b. A statement that the project has been completed within three years of the issuance of the conditional certificate of program approval and any extension if applicable;
 - c. A statement explaining how the project will meet the affordability requirements under this section;
 - d. A copy of the certificate of occupancy for each eligible structure;
 - e. A statement of the total expenditures made with respect to the entire project; and
 - f. A statement of expenditures spent for the project as a whole and for each individual multi-family housing unit.
2. Within 30 days after receipt of the statements required under subsection (1)(a)-(1)(f) of this section, the city must determine and notify the conditional recipient as to whether the work completed and the affordable housing units offered are consistent with the application and the contract agreement approved by the city, and that the investment project continues to qualify for a tax deferral.
3. If the city finds that the work was not completed within the required time period due to circumstances beyond the control of the conditional recipient and that the conditional recipient has been acting and could reasonably be

expected to act in good faith and with due diligence, the city may extend the deadline for completion of the work for a period not to exceed 24 consecutive months from the expiration date of the conditional certificate.

4. If the city notifies the conditional recipient that the completed project is compliant with certificate approval criteria, then the conditional recipient must notify the Department of Revenue within 30 days from receiving the city's post construction determination to schedule an audit of the deferred taxes. The Department of Revenue must determine the total amount of sales and use taxes qualifying for the deferral. If the department determines that purchases were not eligible for deferral it must assess interest, but not penalties, on the nonqualifying amounts.
5. If, post construction, the city notifies the conditional recipient that the project is not compliant with the conditional certificate approval criteria and does not qualify for the deferral of sales and use taxes the conditional recipient may appeal the decision by the city to deny a deferral of sales and use taxes in superior court under RCW 34.05.510 through 34.05.598, if the appeal is filed within 30 days of notification by the city of the denial to the conditional recipient.
6. If the denial of the sales tax deferral is confirmed through the superior court, the city must notify the Department of Revenue and the taxes deferred under this section are immediately due and payable. The department of Revenue must assess interest at the rate provided for delinquent taxes and penalties retroactively to the date of deferral. A debt for deferred taxes will not be extinguished by insolvency or other failure of the recipient.

- F. **Annual Reporting.** All projects will be reviewed annually during the deferral period to ensure continued compliance with program requirements. Reporting must be completed by the property owner and submitted to the city annually during the 10-year conditional deferral period. A \$500 fee for compliance monitoring is required annually with the monitoring report.

Annual reports must be provided on the city provided form and include a notarized statement of continued compliance with program regulations. Thirty days after the anniversary of the date of issuance of the certificate of occupancy and each year thereafter for 10 years, the property owner must file with the city an annual report including the following:

1. Project owner name;
2. Project address and name;
3. Total number of units;
4. Total number of affordable rental units;

5. For each unit:
 - a. Unit number;
 - b. Unit size;
 - c. Number of bedrooms;
 - d. Indicate rental or owner occupied;
 - e. Indicate designated affordable unit;
 - f. Monthly rent payment;
 - g. List of utilities included in the rent;
 - h. List of utilities paid by tenant;
 - i. Utility allowance amounts;
 - j. Household gross income (individuals over 18 years of age);
 - k. Household size;
 - l. Sales price for owner-occupied units (if applicable);
6. A certification that the property has not changed use;
7. A description of any improvements or changes (excluding maintenance) constructed after issuance of occupancy permit.

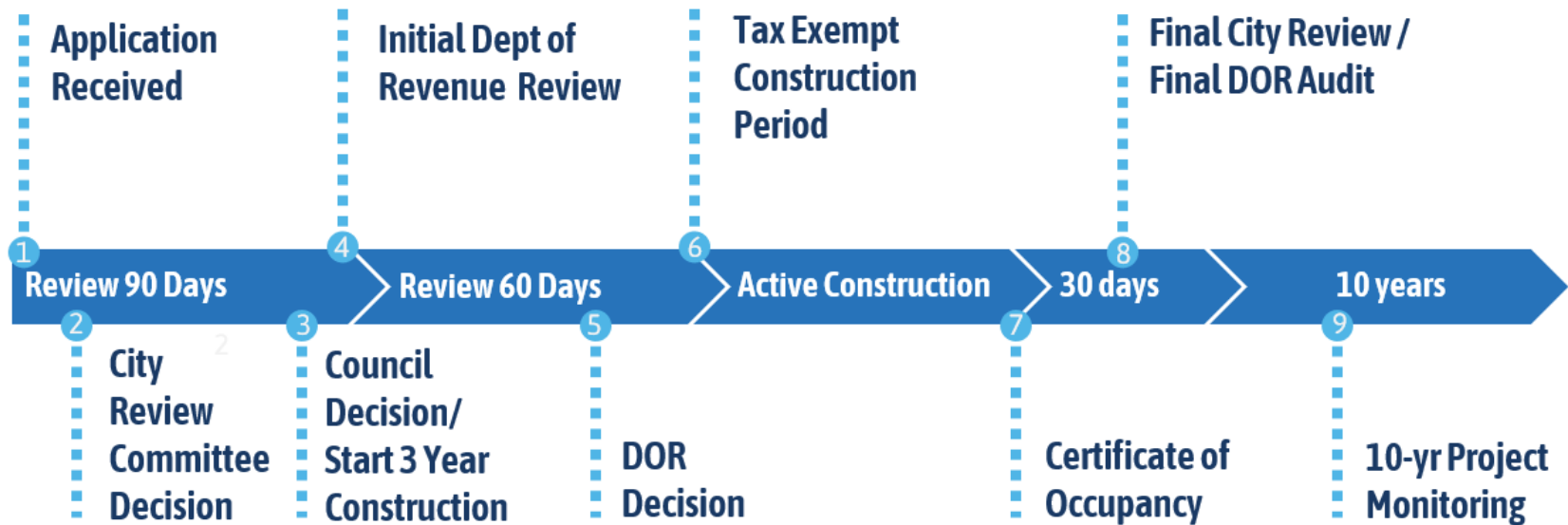
Nothing in this subsection alters a conditional recipient's reporting obligations to the Department of Revenue, or the City's reporting obligations to the Department of Commerce, all of which is required by RCW 82.92.080.

- G. **Withdrawal or Non-compliance.** If a conditional recipient voluntarily opts to discontinue compliance with the requirements of this section, the recipient must notify the city and Department of Revenue within 60 days of the change in use or intended discontinuance. If, after the Department of Revenue has issued a sales and use tax deferral certificate and the conditional recipient has received a certificate of occupancy, the city finds that a portion of an investment project is changed or will be changed to disqualify the recipient for sales and use tax deferral eligibility under this section, the city must notify the certificate recipient by certified mail. The property owner may appeal the determination by filing a notice of appeal with the city clerk within 30 days, specifying the factual and legal basis for the appeal. The city council will conduct a hearing at which all affected parties may be heard and all competent evidence received. The city council will affirm, modify, or repeal the decision to cancel the deferral based on the evidence received. An aggrieved party may appeal to the Clark County Superior Court under RCW 34.05.510 through 34.05.598, if the appeal is filed within 30 days of the city council's decision.

If the cancellation of the certificate is confirmed the city shall notify the Department of Revenue and all deferred sales and use taxes are immediately due and payable. The department of revenue must assess interest at the rate provided for delinquent taxes and penalties retroactively to the date of deferral. A debt for deferred taxes will not be extinguished by insolvency or other failure of the recipient.

- H. **Transfer of Ownership.** Transfer of investment project ownership does not terminate the deferral. The deferral is transferred subject to the successor meeting the eligibility requirements of this section. The transferor of an eligible project must notify the city and the department of Revenue of such transfer. The city must certify to the department of revenue that the successor meets the requirements of the deferral. The transferor must provide the information necessary for the department of revenue to transfer the deferral. If the transferor fails to notify the city and the department, all deferred sales and use taxes are immediately due and payable. The department must assess interest at the rate provided for delinquent taxes and penalties retroactively to the date of deferral.
- I. **Duration of Deferral.** The certificate of conditional tax deferral is valid during active construction. If a conditional recipient maintains the property for qualifying purposes for at least 10 years, the deferred sales and use taxes need not be repaid.

Application Process Timeline



Chapter 82.92 RCW
TAX DEFERRALS FOR UNDERDEVELOPED URBAN LAND REDEVELOPMENT

Sections

82.92.005	Findings.
82.92.007	Purpose.
82.92.010	Definitions.
82.92.020	Requirements for governing authorities.
82.92.030	Requirements for applicants.
82.92.040	Conditional certification.
82.92.050	Approval of applications—Appeals.
82.92.060	Application fee.
82.92.070	Certificate of occupancy—Process after issuance.
82.92.080	Annual report by conditional recipient—Annual tax performance report—Report by city.
82.92.090	Application to department.
82.92.100	Tax deferral certificates.
82.92.110	Discontinued compliance with program requirements—Payment of taxes, interest, and penalties.
82.92.120	Transfer of project ownership.

RCW 82.92.005 Findings. The legislature finds that:

(1) Many cities in Washington are actively planning for growth under the growth management act, chapter 36.70A RCW;

(2) The construction industry provides living wage jobs for families across Washington;

(3) In the current economic climate, the creation of additional affordable housing units is essential to the economic health of our cities and our state;

(4) It is critical that Washington state promote its cities and its property owners that will provide affordable housing;

(5) A meaningful, fair, and predictable economic incentive should be created to stimulate the redevelopment of underdeveloped property in targeted urban areas through a limited sales and use tax deferral program as provided by this chapter;

(6) This limited tax deferral will help the owners of underdeveloped property achieve the highest and best use of land and enable cities to more fully realize their planning goals; and

(7) Data regarding the number of additional affordable units created due to the limited tax deferral will be evaluated to determine if this tool could be used to increase affordable housing in other areas of the state. [2022 c 241 s 1.]

Tax preference performance statement—2022 c 241: See note following RCW 82.92.030.

RCW 82.92.007 Purpose. It is the purpose of this chapter to encourage the redevelopment of underdeveloped land in targeted urban areas, thereby increasing affordable housing, employment opportunities, and helping accomplish the other planning goals of Washington cities. The legislative authorities of cities to which this chapter applies may authorize a sales and use tax deferral for an investment project within the city if the legislative authority of the city finds that there are significant areas of underdeveloped land and

a lack of affordable housing in areas proximate to the land. If a conditional recipient maintains the property for qualifying purposes for at least 10 years, deferred sales and use taxes need not be repaid. [2022 c 241 s 2.]

Tax preference performance statement—2022 c 241: See note following RCW 82.92.030.

RCW 82.92.010 Definitions. The definitions in this section apply throughout this chapter unless the context clearly requires otherwise.

(1) "Affordable homeownership housing" means housing intended for owner occupancy to low or moderate-income households whose monthly housing costs, including utilities other than telephone, do not exceed 30 percent of the household's monthly income.

(2) "Affordable rental housing" means housing for very low or low-income households whose monthly housing costs, including utilities other than telephone, do not exceed 30 percent of the household's monthly income.

(3) "Applicant" means an owner of underdeveloped property.

(4) "City" means a city with a population of at least 135,000 and not more than 250,000 at the time the city initially establishes the program under this section.

(5) "Conditional recipient" means an owner of underdeveloped land granted a conditional certificate of program approval under this chapter, which includes any successor owner of the property.

(6) "County median price" means the most recently published quarterly data of median home prices by the Washington center for real estate research.

(7) "Eligible investment project" means an investment project that is located in a city and receiving a conditional certificate of program approval.

(8) "Fair market rent" means the estimates of 40th percentile gross rents for standard quality units within counties as published by the federal department of housing and urban development.

(9) "Governing authority" means the local legislative authority of a city having jurisdiction over the property for which a deferral may be granted under this chapter.

(10) "Household" means a single person, family, or unrelated persons living together.

(11)(a) "Initiation of construction" means the date that a building permit is issued under the building code adopted under RCW 19.27.031 for construction of the qualified building, if the underlying ownership of the building vests exclusively with the person receiving the economic benefit of the deferral.

(b) "Initiation of construction" does not include soil testing, site clearing and grading, site preparation, or any other related activities that are initiated before the issuance of a building permit for the construction of the foundation of the building.

(c) If the investment project is a phased project, "initiation of construction" applies separately to each phase.

(12) "Investment project" means an investment in multifamily housing, including labor, services, and materials incorporated in the planning, installation, and construction of the project. "Investment project" includes investment in related facilities such as playgrounds

and sidewalks as well as facilities used for business use for mixed-use development.

(13) "Low-income household" means a single person, family, or unrelated persons living together whose adjusted income is more than 50 percent but is at or below 80 percent of the median family income adjusted for family size, for the county, city, or metropolitan statistical area, where the project is located, as reported by the United States department of housing and urban development.

(14) "Moderate-income household" means a single person, family, or unrelated persons living together whose adjusted income is more than 80 percent but is at or below 115 percent of the median family income adjusted for family size, for the county, city, or metropolitan statistical area, where the project is located, as reported by the United States department of housing and urban development.

(15) "Multifamily housing" means a building or a group of buildings having two or more dwelling units not designed or used as transient accommodations and not including hotels and motels. Multifamily units may result from new construction or rehabilitation or conversion of vacant, underutilized, or substandard buildings to multifamily housing.

(16) "Owner" means the property owner of record.

(17) "Underdeveloped property" means land used as a surface parking lot for parking of motor vehicles off the street or highway, that is open to public use with or without charge, as of June 9, 2022.

(18) "Very low-income household" means a single person, family, or unrelated persons living together whose adjusted income is at or below 50 percent of the median family income adjusted for family size, for the county, city, or metropolitan statistical area, where the project is located, as reported by the United States department of housing and urban development. [2022 c 241 s 3.]

Tax preference performance statement—2022 c 241: See note following RCW 82.92.030.

RCW 82.92.020 Requirements for governing authorities. (1) For the purpose of creating a sales and use tax deferral program under this chapter, the governing authority must adopt a resolution of intention to create a sales and use tax deferral program as generally described in the resolution. The resolution must state the time and place of a hearing to be held by the governing authority to consider the creation of the tax deferral program and may include such other information pertaining to the creation of the deferral program as the governing authority determines to be appropriate to apprise the public of the action intended. However, the resolution must provide information pertaining to:

- (a) The application process;
- (b) The approval process;
- (c) The appeals process for applications denied approval; and
- (d) Additional requirements, conditions, and obligations that must be followed postapproval of an application.

(2) The governing authority must give notice of a hearing held under this chapter by publication of the notice once each week for two consecutive weeks, not less than seven days, nor more than 30 days before the date of the hearing in a paper having a general circulation

in the city. The notice must state the time, date, place, and purpose of the hearing.

(3) Following the hearing or a continuance of the hearing, the governing authority may authorize the creation of the program. [2022 c 241 s 4.]

Tax preference performance statement—2022 c 241: See note following RCW 82.92.030.

RCW 82.92.030 Requirements for applicants. An owner of underdeveloped property seeking a sales and use tax deferral under this chapter on an investment project must complete the following procedures:

(1) The owner must apply to the city on forms adopted by the governing authority. The application must contain the following:

(a) Information setting forth the grounds supporting the requested deferral including information indicated on the application form or in the guidelines;

(b) A description of the investment project and site plan, and other information requested;

(c) A statement of the expected number of affordable housing units to be created;

(d) A statement that the applicant is aware of the potential tax liability involved if the investment project ceases to be used for eligible uses under this chapter;

(e) A statement that the applicant is aware that the investment project must be completed within three years from the date of approval of the application;

(f) A statement that the applicant is aware that the governing authority or the city official authorized by the governing authority may extend the deadline for completion of construction or rehabilitation for a period not to exceed 24 consecutive months; and

(g) A statement that the applicant would not have built in this location but for the availability of the tax deferral under this chapter;

(2) The applicant must verify the application by oath or affirmation; and

(3) The application must be accompanied by the application fee, if any, required under this chapter. The duly authorized administrative official or committee of the city may permit the applicant to revise an application before final action by the duly authorized administrative official or committee of the city. [2022 c 241 s 5.]

Tax preference performance statement—2022 c 241: "(1) This section is the tax preference performance statement for the tax preference contained in chapter 241, Laws of 2022. This performance statement is only intended to be used for subsequent evaluation of the tax preference. It is not intended to create a private right of action by any party or to be used to determine eligibility for preferential tax treatment.

(2) The legislature categorizes this tax preference as one intended to induce certain designated behavior by taxpayers, as indicated in RCW 82.32.808(2)(a).

(3) It is the legislature's specific public policy objective to expand affordable housing options for very low to moderate-income households, specifically in underdeveloped urban areas.

(4) (a) To measure the effectiveness of the tax preference in this act, the joint legislative audit and review committee must evaluate the number of increased housing units on underdeveloped property. If a review finds that the number of affordable housing units has not increased, then the legislature intends to repeal this tax preference.

(b) The review must be provided to the fiscal committees of the legislature by December 31, 2030.

(5) In order to obtain the data necessary to perform the review in subsection (4) of this section, the joint legislative audit and review committee may refer to any available data source, including data collected by the department under section 10 of this act." [2022 c 241 s 15.]

RCW 82.92.040 Conditional certification. The duly authorized administrative official or committee of the city may approve the application and grant a conditional certificate of program approval if it finds that:

(1) (a) The investment project is set aside primarily for multifamily housing units and the applicant commits to renting or selling at least 50 percent of the units as affordable rental housing or affordable homeownership housing to very low, low, and moderate-income households. In a mixed-use project, only the ground floor of a building may be used for commercial purposes with the remainder dedicated to multifamily housing units;

(b) At least 50 percent of the investment project set aside for multifamily housing units will be rented at a price at or below fair market rent for the county or sold at a price at or below county median price; and

(c) The applicant commits to any additional affordability and income eligibility conditions adopted by the local government under this chapter not otherwise inconsistent with this chapter;

(2) The investment project is, or will be, at the time of completion, in conformance with all local plans and regulations that apply at the time the application is approved;

(3) The investment project will occur on land that constitutes underdeveloped property;

(4) The area where the investment project will occur is located within an area zoned for residential or mixed uses;

(5) The terms and conditions of the implementation of the development meets the requirements of this chapter and any requirements of the city that are not otherwise inconsistent with this chapter;

(6) The land where the investment project will occur was not acquired through a condemnation proceeding under Title 8 RCW; and

(7) All other requirements of this chapter have been satisfied as well as any other requirements of the city that are not otherwise inconsistent with this chapter. [2022 c 241 s 6.]

Tax preference performance statement—2022 c 241: See note following RCW 82.92.030.

RCW 82.92.050 Approval of applications—Appeals. (1) The duly authorized administrative official or committee of the city must approve or deny an application filed under this chapter within 90 days after receipt of the application.

(2) If the application is approved, the city must issue the applicant a conditional certificate of program approval. The certificate must contain a statement by a duly authorized administrative official of the governing authority that the investment project as described in the application will comply with the required criteria of this chapter.

(3) If the application is denied by the city, the city must state in writing the reasons for denial and send the notice to the applicant at the applicant's last known address within 10 days of the denial.

(4) Upon denial by the city, an applicant may appeal the denial to the city's governing authority or a city official designated by the city to hear such appeals within 30 days after receipt of the denial. The appeal before the city's governing authority or designated city official must be based upon the record made before the city with the burden of proof on the applicant to show that there was no substantial evidence to support the city's decision. The decision of the city on the appeal is final. [2022 c 241 s 7.]

Tax preference performance statement—2022 c 241: See note following RCW 82.92.030.

RCW 82.92.060 Application fee. The governing authority may establish an application fee. This fee may not exceed an amount determined to be required to cover the cost to be incurred by the governing authority in administering the program under this chapter. The application fee must be paid at the time the application for program approval is filed. [2022 c 241 s 8.]

Tax preference performance statement—2022 c 241: See note following RCW 82.92.030.

RCW 82.92.070 Certificate of occupancy—Process after issuance. (1) Within 30 days of the issuance of a certificate of occupancy for an eligible investment project, the conditional recipient must file with the city the following:

(a) A description of the work that has been completed and a statement that the eligible investment project qualifies the property for a sales and use tax deferral under this chapter;

(b) A statement of the new affordable housing to be offered as a result of the new construction; and

(c) A statement that the work has been completed within three years of the issuance of the conditional certificate of program approval.

(2) Within 30 days after receipt of the statements required under subsection (1) of this section, the city must determine and notify the conditional recipient as to whether the work completed and the affordable housing to be offered are consistent with the application and the contract approved by the city, and the investment project continues to qualify for a tax deferral under this chapter. The conditional recipient must notify the department within 30 days from

receiving the city's determination to schedule an audit of the deferred taxes. The department must determine the amount of sales and use taxes qualifying for the deferral. If the department determines that purchases were not eligible for deferral it must assess interest, but not penalties, on the nonqualifying amounts.

(3) The city must notify the conditional recipient within 30 days that a tax deferral under this chapter is denied if the city determines that:

(a) The work was not completed within three years of the application date;

(b) The work was not constructed consistent with the application or other applicable requirements;

(c) The affordable housing units to be offered are not consistent with the application and criteria of this chapter; or

(d) The owner's property is otherwise not qualified for a sales and use tax deferral under this chapter.

(4) If the city finds that the work was not completed within the required time period due to circumstances beyond the control of the conditional recipient and that the conditional recipient has been acting and could reasonably be expected to act in good faith and with due diligence, the governing authority may extend the deadline for completion of the work for a period not to exceed 24 consecutive months.

(5) The city's governing authority may enact an ordinance to provide a process for a conditional recipient to appeal a decision by the city that the conditional recipient is not entitled to a deferral of sales and use taxes. The conditional recipient may appeal a decision by the city to deny a deferral of sales and use taxes in superior court under RCW 34.05.510 through 34.05.598, if the appeal is filed within 30 days of notification by the city to the conditional recipient.

(6) A city denying a conditional recipient of a sales and use tax deferral under subsection (3) of this section must notify the department and taxes deferred under this chapter are immediately due and payable, subject to any appeal by the conditional recipient. The department must assess interest at the rate provided for delinquent taxes and penalties retroactively to the date of deferral. A debt for deferred taxes will not be extinguished by insolvency or other failure of the recipient. [2022 c 241 s 9.]

Tax preference performance statement—2022 c 241: See note following RCW 82.92.030.

RCW 82.92.080 Annual report by conditional recipient—Annual tax performance report—Report by city. (1) Thirty days after the anniversary of the date of issuance of the certificate of occupancy and each year thereafter for 10 years, the conditional recipient must file with a designated authorized representative of the city an annual report indicating the following:

(a) A statement of the affordable housing units constructed on the property as of the anniversary date;

(b) A certification by the conditional recipient that the property has not changed use;

(c) A description of changes or improvements constructed after issuance of the certificate of occupancy; and

(d) Any additional information requested by the city.

(2) The conditional recipient of a deferral of taxes under this chapter must file a complete annual tax performance report with the department pursuant to RCW 82.32.534 beginning the year the certificate of occupancy is issued and each year thereafter for 10 years.

(3) A city that issues a certificate of program approval under this chapter must report annually by December 31st of each year, beginning in 2022, to the department of commerce. The report must include the following information:

(a) The number of program approval certificates granted;

(b) The total number and type of new buildings constructed;

(c) The number of affordable housing units resulting from the new construction; and

(d) The estimated value of the sales and use tax deferral for each investment project receiving a program approval and the total estimated value of sales and use tax deferrals granted. [2022 c 241 s 10.]

Tax preference performance statement—2022 c 241: See note following RCW 82.92.030.

RCW 82.92.090 Application to department. (Expires July 1, 2032.)

(1) A conditional recipient must submit an application to the department before initiation of the construction of the investment project. In the case of an investment project involving multiple qualified buildings, applications must be made for, and before the initiation of construction of, each qualified building. The application must be made to the department in a form and manner prescribed by the department. The application must include a copy of the conditional certificate of program approval issued by the city, estimated construction costs, time schedules for completion and operation, and any other information required by the department. The department must rule on the application within 60 days.

(2) The department must provide information to the conditional recipient regarding documentation that must be retained by the conditional recipient in order to substantiate the amount of sales and use tax actually deferred under this chapter.

(3) The department may not accept applications for the deferral under this chapter after June 30, 2032.

(4) The application must include a waiver by the conditional recipient of the four-year limitation under RCW 82.32.100.

(5) This section expires July 1, 2032. [2022 c 241 s 11.]

Tax preference performance statement—2022 c 241: See note following RCW 82.92.030.

RCW 82.92.100 Tax deferral certificates. (Expires July 1, 2032.)

(1) After receiving the conditional certificate of program approval issued by the city and provided to the department by the applicant, the department must issue a sales and use tax deferral certificate for state and local sales and use taxes due under chapters 82.08, 82.12, and 82.14 RCW on each eligible investment project.

(2) The department must keep a running total of all estimated sales and use tax deferrals provided under this chapter during each fiscal biennium.

(3) The deferral certificate is valid during active construction of a qualified investment project and expires on the day the city issues a certificate of occupancy for the investment project for which a deferral certificate was issued.

(4) This section expires July 1, 2032. [2022 c 241 s 12.]

Tax preference performance statement—2022 c 241: See note following RCW 82.92.030.

RCW 82.92.110 Discontinued compliance with program requirements—Payment of taxes, interest, and penalties. (1) If a conditional recipient voluntarily opts to discontinue compliance with the requirements of this chapter, the recipient must notify the city and department within 60 days of the change in use or intended discontinuance.

(2) If, after the department has issued a sales and use tax deferral certificate and the conditional recipient has received a certificate of occupancy, the city finds that a portion of an investment project is changed or will be changed to disqualify the recipient for sales and use tax deferral eligibility under this chapter, the city must notify the department and all deferred sales and use taxes are immediately due and payable. The department must assess interest at the rate provided for delinquent taxes and penalties retroactively to the date of deferral. A debt for deferred taxes will not be extinguished by insolvency or other failure of the recipient.

(3) This section does not apply after 10 years from the date of the certificate of occupancy. [2022 c 241 s 13.]

Tax preference performance statement—2022 c 241: See note following RCW 82.92.030.

RCW 82.92.120 Transfer of project ownership. (1) Transfer of investment project ownership does not terminate the deferral. The deferral is transferred subject to the successor meeting the eligibility requirements of this chapter.

(2) The transferor of an eligible project must notify the city and the department of such transfer. The city must certify to the department that the successor meets the requirements of the deferral. The transferor must provide the information necessary for the department to transfer the deferral. If the transferor fails to notify the city and the department, all deferred sales and use taxes are immediately due and payable. The department must assess interest at the rate provided for delinquent taxes and penalties retroactively to the date of deferral. [2022 c 241 s 14.]

Tax preference performance statement—2022 c 241: See note following RCW 82.92.030.

A RESOLUTION to initiate a Business Improvement Area to be known as the Heights Business Improvement Area (Heights BIA).

Staff Report: 270-24

To: Mayor and City Council
From: City Manager
Date: December 16, 2024

Subject

Heights Business Improvement District

Key Points

- Under state statute a municipality has the authority to initiate a business improvement area by resolution to provide special benefits to businesses and property owners within a defined geographic area through special assessments.
- The proposed Heights Business Improvement Area (BIA) is a funding tool to cover maintenance and programming costs of the public spaces in the Heights District that exceed the typical service level the city would ordinarily be responsible for to keep a safe, clean and enjoyable public realm.
- Similar to a homeowners association, the property owners within the Heights Business Improvement Area will pay an annual assessment based on lot size square footage. The assessments will not be due until 2028 upon completion of the Grand Loop.
- The present resolution is the first of three steps to create the BIA. A second resolution announcing an intention to establish the BIA would follow, after which the Council would hold a public hearing and adopt an ordinance.

Strategic Plan Alignment

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

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

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

Present Situation

Background

This resolution initiates a new Heights Business Improvement Area under RCW 35.87A and is the first step in a three-step process that must be prepared to establish a business improvement area (BIA). Subsequently, a resolution to establish the Heights Business Improvement Area (Heights BIA) will be presented to City Council on January 13, 2025, followed by an ordinance to create the Heights Business Improvement Area after the public hearing.

Although new to the City of Vancouver, business improvement areas are common in Washington State, particularly in the City of Seattle as an economic development funding mechanism to cover maintenance and operation costs that are above and beyond the basic services for which a municipality would ordinarily be responsible. Similar to a homeowners association in a residential

neighborhood, a business improvement area's purpose is to maintain a safe and clean public realm and can be used for local programming, organizational management, and marketing and promoting local events and news.

Procedures for establishing and operating a BIA are governed by chapter 35.87A RCW. BIAs can be initiated either by petition presented by operators responsible for sixty percent of the assessments, or by resolution from the local legislative authority. Therefore, the City can initiate a BIA with City Council's consent.

Business Improvement Area Services

The infrastructure improvements in the Heights are unique, particularly the Grand Loop which is an original streetscape with enhanced landscaping, varied plant palette, play features and enhanced site furnishings that require a higher level of maintenance in comparison to other public spaces in the city. To maintain a clean, safe and enjoyable user experience in the Heights District, full-time staff or contracted service is required on site daily for tasks including trash collection, graffiti removal, pressure washing, landscaping and any other clean up tasks. The Heights BIA would fund maintenance and operational services to keep the public spaces clean and safe as well as fund programs and events to activate the plaza.

Term and Boundary

The term of the BIA is perpetual to capture ongoing maintenance and operational costs. The boundaries of the proposed Heights BIA reflect the Tower Mall Redevelopment Area and are shown in the map attached to the Resolution.

Assessments

The assessments are calculated based on lot square footage and range from \$0.25 to \$0.30 per square foot and would increase annually by either 3% or the Portland-Hillsboro-Vancouver Consumer Price Index, whichever is greater. The aggregate annual costs are estimated around \$400,000-\$500,000 and the amount each property owner is responsible for ranges from less than \$1,000 per year to nearly \$100,000 per year. The City would be the majority rate payer as it owns the majority of the land within the BIA area, and nearly all of the private property owners would pay less than \$30,000 per year per parcel.

The levy of assessment is based on other comparable business improvement districts and would only cover the costs of the enhanced services, not the full maintenance and operational costs. A budget would be prepared to capture the actual expenses of the enhanced services and annual assessments, which the BIA board would approve as detailed below. The City would still be responsible for the base maintenance and operational costs, estimated at around \$205,000 per year.

Community Engagement

City staff have contracted with Uncommon Bridges, a consulting firm based in Seattle that specializes in planning and implementing business improvement areas, to assist with engaging the private property owners within the Heights Business Improvement Area to ensure that their feedback is incorporated throughout this process. Initial conversations with impacted property owners are planned for December 6 – 12 and will be ongoing. City staff have consulted with the developers of City-owned Sites B, C and P, which were recently selected through the first Heights RFP process. The developers have indicated initial support and recognize the value of a business improvement area.

BIA Board

Prior to assessments becoming due, a separate legal entity with a board of directors will be established to manage and operate the Heights Business Improvement Area. In the interim, City Council would function as the BIA board. Typically, the board comprises business owners, property

owners and tenants within the geographic area of the business improvement area. The board would be responsible for adopting bylaws and policy guidelines, approving budgets, expenditures and programs. Best practice from other BIAs is that the BIA is managed by a paid staff person rather than a volunteer. Their duties would include managing day-to-day operations, administer the projects and activities, collect the assessments and any other duties the board approves. The staffing costs for a part-time member of staff are included in the assessment calculations.

Next Steps

Provided Council passes the resolution to initiate the Heights BIA, the next steps would be conversations with impacted property owners and then a subsequent resolution formally expressing the City's intent to establish the Heights BIA that would schedule a public hearing and ordinance for consideration.

Advantage(s)

The proposed BIA addresses a projected shortfall in funding for ongoing maintenance and operating costs to keep the Heights District clean, safe and maintained to a high standard, and is a necessary step in implementing the Heights District Plan.

Challenge(s)

The proposed BIA will increase costs for private property owners and will increase funding required for new development within the BIA.

Budget Impact

Although this proposal has no immediate budget impact, there will be costs related to establishing the BIA corporation and filing with the Secretary of State. If the BIA is not implemented, the City may be forced to absorb significant maintenance and operational costs for public spaces within the Heights.

Prior Council Review

None

Action Requested

Approve a resolution to initiate the process for establishing a Business Improvement Area to be known as the Heights Business Improvement Area.

Staff Contact

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

Attachments:

1. Presentation
2. Resolution
3. Heights Business Improvement District Boundary Map



CITY OF
Vancouver
WASHINGTON

Heights Business Improvement Area

Patrick Quinton, Director
Amy Zoltie, Real Estate Project Manager
Economic Prosperity & Housing

December 16, 2024

Heights Investment Requirements

Progress depends on identifying new resources

Infrastructure Design & Capital Costs		Annual Maintenance & Operations	
Acquisition, Planning & Design	\$15M	Grand Loop	\$270k
Streets and Utilities	\$39M	Plaza & Park	\$330k
Grand Loop	\$51M	TOTAL	\$600k
Plaza & Park	\$12M	Parks Budget	\$200k
TOTAL	\$117M	Gap	\$400k
CoV Funded to date	\$15M		
Capital Improvements Grants Awarded	\$31M		
Gap	\$71M		

Heights Business Improvement Area (BIA)

- Within Tower Mall Redevelopment Area
- Approximately 40 acres in size
- Includes 29 parcels, 8 private property owners





BIA Process

1. Resolution to initiate BIA
2. Resolution of intent to establish BIA
3. Public Hearing & adopt BIA ordinance
4. Establish BIA entity and appoint board members
5. Hire admin staff
6. BIA approve budget

Business Improvement Area Examples

Pioneer Square - Seattle WA

- Services: business recruitment, clean & safe public realm, marketing
- Assessment levy = $\$0.20 \times \text{business square footage}$

Ballard - Seattle WA

- Services: business retention, clean & safe public realm, marketing, advocacy
- Assessment levy = $\$0.60 \times \text{appraised value} + \$0.14 \times \text{Lot Square Feet}$

- Approximately 30 business improvement districts in Washington State





Enhanced Services

- Full time maintenance worker onsite daily
- Regular pressure washing, daily trash collection, graffiti removal, landscaping
- Part-time admin staff to manage BIA operations
- Regular programs/events

Projected Assessment Breakdown

Estimated Annual Costs	Total	CoV Share	Private Share
Base Service Level Costs	\$205,000	\$205,000*	\$0
Incremental Costs	\$430,000	\$205,000	\$225,000
Total Costs	\$635,000	\$410,000	\$225,000

Ownership	Parcels	Owners	Total Assessment**	Avg/Parcel	Avg/Owner
Private Parcels	22	8	\$225,000	\$10,200	\$28,125
CoV Parcels	7	1	\$205,000	\$29,300	\$205,000

*CoV responsible for base service level costs

**Estimated 2028 assessment based on \$0.25 per lot square foot



HYDROLOGY | TRIBUTARY LANE Looking East along Blandford Road



RST
ORTY
EET



HYDROLOGY | RAINDROP BUOY SWINGS Looking North along Blandford Road



FIRST
FORTY
FEET

VOLCANOLOGY | LAVA LOUNGE & MOLTEN PLANTERS Looking North along Blandford Road





11 | Heights Business Improvement Area



Timeline

Q1 2025	Q4 2025	Q2 2026	Q4 2027	Q1 2028
- Establish BIA - Execute DDAs for Phase 1 private development	Incorporate BIA entity and appoint board members	Construction of Grand Loop begins	- BIA Board approve budget - Hire admin staff	- Grand Loop completed - First assessments due





Proposed Action

- Adopt a resolution to initiate the Heights Business Improvement Area

Thank You



12/16/2024

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION to initiate a Business Improvement Area to be known as the Heights Business Improvement Area (Heights BIA).

WHEREAS, the City Council is a “legislative authority” of the City of Vancouver, a first class charter city, as defined by RCW 35.87A.020(2); and,

WHEREAS, RCW 35.87A.030 authorizes any “legislative authority [to] by resolution initiate a business improvement area” to provide special benefits to business and property owners within a defined geographic area through the imposition of special assessments; and

WHEREAS, the City of Vancouver is subject to over 60% of the special assessments that would be assessed upon the establishment of a Business Improvement Area; and

WHEREAS, the purpose of the Heights Business Improvement Area is a funding mechanism to provide services and programs that exceed the services the City would ordinarily provide to maintain and program a safe, clean and enjoyable public realm.

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

Section 1. Pursuant to RCW 35.87A.030, the City Council hereby initiates the “Heights Business Improvement Area.”

Section 2. Area Established. Pursuant to RCW 35.87A.030, the Heights BIA is proposed to be within the boundaries as shown on the map attached to this resolution as Attachment A, which is incorporated by reference herein, and also described as follows:

The Heights Business Improvement area is bounded by E. Mill Plain Blvd to the north, MacArthur Blvd to the west and south and N. Devine Road to the east.

RESOLUTION - 1

Section 3. Programs and Services. Special assessment revenues shall be used for the following purposes within the Heights BIA:

- A. To clean and maintain the public realm
- B. Public safety and public health enhancement
- C. Organizational management
- D. Activation of the public spaces

All such activities and services are supplemental to services the City would ordinarily provide.

The total projected costs that will be paid for with the proposed BIA's assessments in 2028 is estimated to range between \$430,000 and \$515,000. This will also be the approximate amount in subsequent years as adjusted by the annual increases mentioned below and any additional programs or services the BIA board approve.

Section 4. Levy of Special Assessments. To finance the programs and services authorized under Section 3, there is levied upon and shall be collected from the property owners and long-term ground lease lessees located within the boundaries of the Heights BIA, a special assessment. The estimated rate of assessment will be based on lot square footage and rate payers will be assessed annually and billed semi-annually beginning in 2028. The estimated rate of levy of special assessment will range between \$0.25 and \$0.30 per 1 square foot of lot size.

Assessments would increase annually at 3% or per the Portland-Hillsboro-Vancouver Consumer Price Index, whichever is the greatest. All types of ratepayers including commercial, multifamily residential and mixed use, tax exempt, and government acting as business would be assessed the same rate. The assessments will begin in 2028 and be perpetual.

Section 5. This resolution shall be effective immediately upon adoption.

ADOPTED at a Regular Meeting of the Vancouver City Council this 16th, of December,
2024.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RESOLUTION - 3

ATTACHMENT A
Heights Business Improvement Area Map



RESOLUTION - 4



TMRA BUSINESS IMPROVEMENT DISTRICT

DECEMBER 2024

To: Mayor and City Council
From: City Manager
Date: December 16, 2024

Subject

Approval of Claim Vouchers

Action Requested

Approve claim vouchers for December 16, 2024.

Attachments:

1. December 16, 2024 Claim Vouchers

VOUCHER APPROVAL

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

\$ 12,193,158.80 this 16th day of December 2024.

MAYOR

Cyndi A. Turner

Digitally signed by Cyndi A.
Turner
Date: 2024.12.09 12:05:39 -08'00'

AUDITING OFFICER

COUNCILMEMBER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
December 02, 2024 - December 8, 2024	Accounts Payable Checks (see attached)	\$ 12,178,455.23
December 02, 2024 - December 8, 2024	Hansen City Payments (see attached)	\$ 13,225.07
December 02, 2024 - December 8, 2024	Visa Refunds (see attached)	\$ 1,478.50
December 02, 2024 - December 8, 2024	Payroll Checks (see attached)	\$ -
TOTAL		\$ 12,193,158.80

INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Ad Hoc Payment	Check	22623	12/4/2024	131.31	Bell,Mary Ann	16505 NE 78TH WAY ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	22624	12/4/2024	229.51	Bennke,Rose Marie	1215 NE 108TH AVE ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	22625	12/4/2024	328.33	Fidelity National Title Co of WA, Inc	2323 NE GENERAL ANDERSON AVE ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	22626	12/4/2024	283.24	Gary or Laura Fay	7904 NE 146TH AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	22627	12/4/2024	646.92	Haske,Marty	9710 NE 160TH AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	22628	12/4/2024	1,603.23	Idaho Properties North Llc	7808 NE 94TH AVE ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	22629	12/4/2024	199.96	Jack Wojnowski or Jodie Hope-Wojnowski	15903 SE 35TH ST ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	22630	12/4/2024	110.69	Mary Ann Bell or Dean Gano	16505 NE 78TH WAY ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	22631	12/4/2024	142.73	Salvador Torres Cervantes or Maria Gonzalez Garcia	13506 NE 100TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	22632	12/4/2024	68.06	Schram,Charles Martin	4113 PLOMONDON ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	22633	12/4/2024	107.26	Scott D Smith or Stephanie Griffin	18213 SE 23RD ST ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	22634	12/4/2024	103.74	Simon,Eric	9012 NE 74TH ST ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	22635	12/4/2024	105.90	Sun,Elaine	8517 NE 15TH ST ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	22636	12/4/2024	83.10	Sun,Elaine or Patrick	8517 NE 15TH ST ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	22637	12/4/2024	130.27	Taylor,Hollis K	3913 NE 35TH CIR ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	22638	12/4/2024	119.89	The Closs Trust	14004 SE 20TH ST ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	22639	12/4/2024	95.41	The Estate of Russell B Taylor and Hollis K Taylor	3913 NE 35TH CIR ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	22640	12/4/2024	318.02	Yevgeniy Serebryanskiy or Alina Shumeyko	15410 NE 47TH CIR ,VANCOUVER,WA,98682
Miscellaneous Payment	Check	22641	12/4/2024	225.00	Andrea Reinertson	Membership Refund
Miscellaneous Payment	Check	22642	12/4/2024	307,653.25	Burnt Creek Logistics Center Owner LLC	CMI-316272 (jobsite: 5920 NE 162nd Ave. Vancouver, WA)
Miscellaneous Payment	Check	22643	12/4/2024	103.93	Charter Communications	Emergency Ride Home: Jessica Roper 10/31/2024; reimbursement to Employer
Miscellaneous Payment	Check	22644	12/4/2024	57.00	Jones Lang LaSalle Americas Inc.	Refund duplicate payment to INV#77064848
Miscellaneous Payment	Check	22645	12/4/2024	57.00	Parr Lumber Company	Refund duplicate payment to INV#77068076
Miscellaneous Payment	Check	22646	12/4/2024	299.00	PayrollOrg	Membership renewal for ID 74925
Supplier Payment	Check	22647	12/4/2024	1,082.37	Accurate Corporate Services Inc	
Supplier Payment	Check	22648	12/4/2024	1,012.50	Afghan Associates Inc	
Supplier Payment	Check	22649	12/4/2024	538.33	Airgas, Inc	
Supplier Payment	Check	22650	12/4/2024	798.00	Allegheny Answering Services	
Supplier Payment	Check	22651	12/4/2024	3,324.05	Apex Hydrovac Tools LLC	
Supplier Payment	Check	22652	12/4/2024	12,126.37	Arborscape Ltd Inc	
Supplier Payment	Check	22653	12/4/2024	3,825.00	BSK Associates - Remit- To: Supplier BSK Associates	
Supplier Payment	Check	22654	12/4/2024	746.82	Cellco Partnership - Remit- To: Cellco - Dallas	
Supplier Payment	Check	22655	12/4/2024	459.30	Chicago Title Company of WA	
Supplier Payment	Check	22656	12/4/2024	51,537.44	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	22657	12/4/2024	4,421.57	Columbia Resource Company	

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

INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Supplier Payment	Check	22658	12/4/2024	12,476.59	Columbia Resource Company	
Supplier Payment	Check	22659	12/4/2024	2,363.17	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	22660	12/4/2024	1,082.91	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	22661	12/4/2024	20,014.09	Comcast Holdings Corporation - Remit-To: Comcast Holdings Corporation - Philadelphia	
Supplier Payment	Check	22662	12/4/2024	268.00	Dex Media West	
Supplier Payment	Check	22663	12/4/2024	10,353.00	Friends of Trees	
Supplier Payment	Check	22664	12/4/2024	285.80	Genuine Parts Company - Remit-To: NAPA - Vancouver	
Supplier Payment	Check	22665	12/4/2024	98.90	Genuine Parts Company - Remit-To: NAPA - Vancouver	
Supplier Payment	Check	22666	12/4/2024	102,727.89	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	22667	12/4/2024	8,666.67	Hispanic Metropolitan Chamber	
Supplier Payment	Check	22668	12/4/2024	481.56	Iron Mountain Inc - Remit-To: Iron Mountain - New York	
Supplier Payment	Check	22669	12/4/2024	222.84	J-2 Blueprint Supply Co.	
Supplier Payment	Check	22670	12/4/2024	2,334.11	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	22671	12/4/2024	9,042.96	Lakeyland Inc	
Supplier Payment	Check	22672	12/4/2024	4,552.61	Mallory Safety & Supply LLC	
Supplier Payment	Check	22673	12/4/2024	364.15	Mark IV Enterprises Inc	
Supplier Payment	Check	22674	12/4/2024	1,500.00	Message Gears LLC	
Supplier Payment	Check	22675	12/4/2024	442,501.38	Michels Corporation	
Supplier Payment	Check	22676	12/4/2024	2,772.71	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	22677	12/4/2024	20,204.74	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	22678	12/4/2024	534.80	Oldcastle Precast Inc	
Supplier Payment	Check	22679	12/4/2024	15,710.76	Parametrix, Inc	
Supplier Payment	Check	22680	12/4/2024	380.00	Professional Healthcare	
Supplier Payment	Check	22681	12/4/2024	11,000.00	Right-Way CDL Academy, LLC	
Supplier Payment	Check	22682	12/4/2024	7,161.00	SafeFire LLC	
Supplier Payment	Check	22683	12/4/2024	342.69	SeaWestern Inc	
Supplier Payment	Check	22684	12/4/2024	5.90	State of Oregon Department of Transportation - Remit-To: OR DMV - Salem	
Supplier Payment	Check	22685	12/4/2024	2,060.00	State of Washington Department of Ecology - Remit-To: State of Washington Department of Ecology	
Supplier Payment	Check	22686	12/4/2024	59,011.97	State of Washington Department of Employment Security - Remit-To: State of Washington Department of Employment Security / Seattle	

INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Supplier Payment	Check	22687	12/4/2024	17,009.96	State of Washington Department of Transportation - Remit-To: WADOT - PO Box 47305	
Supplier Payment	Check	22688	12/4/2024	106.75	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	22689	12/4/2024	1,302.00	Summit Law Group	
Supplier Payment	Check	22690	12/4/2024	7,498.67	Technical Imaging Systems Inc.	
Supplier Payment	Check	22691	12/4/2024	4,000.00	The Arts Centered	
Supplier Payment	Check	22692	12/4/2024	5,083.36	Traffic Safety Supply Co Inc	
Supplier Payment	Check	22693	12/4/2024	1,207.54	Trilogy MedWaste West, LLC	
Supplier Payment	Check	22694	12/4/2024	1,740.00	United States Postal Service - Remit-To: United States Postal Service Caples	
Supplier Payment	Check	22695	12/4/2024	1,246.57	Vancouver Granite Works Inc	
Supplier Payment	Check	22696	12/4/2024	111.22	Vestis Group, Inc - Remit- To: Vestis - Pasadena	
Supplier Payment	Check	22697	12/4/2024	81.53	W.B. Sprague Co. Inc.	
Supplier Payment	Check	22698	12/4/2024	3,025.48	Walter E Nelson Company	
Supplier Payment	Check	22699	12/4/2024	9,620.00	Washington State Bar Association	
Supplier Payment	Check	22700	12/4/2024	1,185.00	Water Systems Consulting Inc	
Supplier Payment	Check	22701	12/4/2024	600.00	Willis Towers Watson Insurance Services West inc	
Supplier Payment	Check	22702	12/4/2024	52,558.43	WSP USA Inc. - Remit-To: WSP USA Inc. Dallas	
			Check	1,237,972.21		
Cash Advance Payment	Direct Deposit	EFT-00274392	12/5/2024	376.00	Daphine Harris	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00274393	12/5/2024	374.00	Erica Nilsen	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00274394	12/5/2024	374.00	Nicole Vigil	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00274395	12/5/2024	374.00	Brian Viles	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00274396	12/5/2024	249.22	Jason Olson	Travel Advance
Expense Payment	Direct Deposit	EFT-00274397	12/5/2024	211.00	Tammy Michelson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00274398	12/5/2024	157.00	Eric Fielding	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00274399	12/5/2024	278.73	Jarrod Grahm	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00274400	12/5/2024	158.98	Joseph Lenahan	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00274401	12/5/2024	90.49	Matthew Hanns	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00274402	12/5/2024	154.13	Sergio Borquez-Ortega	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00274403	12/5/2024	234.45	Larry Blatnik	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00274404	12/5/2024	118.00	Jason Gillespie	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00274405	12/5/2024	250.00	Chris Concannon	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00274406	12/5/2024	136.00	Ryan Laddusaw	Employee Reimbursement
			Direct Deposit	3,536.00		
Supplier Payment	EFT	EFT-00274407	12/5/2024	423.00	Sustainability Solutions Group USA, Inc. - Remit- To: Sustainability Solutions Group USA, Inc	
Supplier Payment	EFT	EFT-00274408	12/5/2024	2,999.63	Wager Audio Inc	
Supplier Payment	EFT	EFT-00274409	12/5/2024	16,215.18	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00274410	12/5/2024	2,445.75	Better Air Northwest, LLC	
Supplier Payment	EFT	EFT-00274411	12/5/2024	10,153.94	Evoqua Water Technologies LLC	
Supplier Payment	EFT	EFT-00274412	12/5/2024	5,653.49	Del Sol Inc	

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

INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Supplier Payment	EFT	EFT-00274413	12/5/2024	12,704.05	HDR Engineering Inc - Remit-To: HDR Engineering - Chicago	
Supplier Payment	EFT	EFT-00274414	12/5/2024	1,800.00	Giving Solutions Group, LLC	
Supplier Payment	EFT	EFT-00274415	12/5/2024	480.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00274416	12/5/2024	2,862.08	Pacific Landscape Services Inc	
Supplier Payment	EFT	EFT-00274417	12/5/2024	4,259.91	PBS Engineering and Environmental Inc	
Supplier Payment	EFT	EFT-00274418	12/5/2024	1,995.00	Brad Piesch Aggressive Enterprises, Inc	
Supplier Payment	EFT	EFT-00274419	12/5/2024	1,389.50	Terracon Consultants Inc	
Supplier Payment	EFT	EFT-00274420	12/5/2024	2,177.76	StickyPow Pursuits LLC	
Supplier Payment	EFT	EFT-00274421	12/5/2024	6,497.95	Vancouvercenter Condominium Association	
Supplier Payment	EFT	EFT-00274422	12/5/2024	330,221.70	Lee Contractors LLC	
Supplier Payment	EFT	EFT-00274423	12/5/2024	234.50	Tierra Right of Way Services LTD	
Supplier Payment	EFT	EFT-00274424	12/5/2024	24,869.94	Clark EMS Physicians, LLC	
Supplier Payment	EFT	EFT-00274425	12/5/2024	2,098.38	Fosterful	
Supplier Payment	EFT	EFT-00274426	12/5/2024	8,001.18	Council for the Homeless	
Supplier Payment	EFT	EFT-00274427	12/5/2024	830.47	State of Washington Department of Enterprise Services	
Supplier Payment	EFT	EFT-00274428	12/5/2024	81,582.88	Thrive2Survive	
Supplier Payment	EFT	EFT-00274429	12/5/2024	228.07	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00274430	12/5/2024	1,575.93	Pitney Bowes Inc	
Supplier Payment	EFT	EFT-00274431	12/5/2024	8,500.00	Kirby Nagelhout Construction Company	
Supplier Payment	EFT	EFT-00274432	12/5/2024	60,043.91	Halbert Construction Services LLC	
Supplier Payment	EFT	EFT-00274433	12/5/2024	13,956.52	I5 Roofing, Inc.	
Supplier Payment	EFT	EFT-00274434	12/5/2024	8,109.02	Advanced Excavating Specialists LLC	
Supplier Payment	EFT	EFT-00274435	12/5/2024	12,749.53	YWCA Clark County	
Supplier Payment	EFT	EFT-00274436	12/5/2024	900.00	Thomas Garvey	
Supplier Payment	EFT	EFT-00274437	12/5/2024	4,656.00	Eurofins Eaton Analytical, LLC	
Supplier Payment	EFT	EFT-00274438	12/5/2024	2,174.00	JH Kelly, LLC	
Supplier Payment	EFT	EFT-00274439	12/5/2024	330,047.50	Brown and Caldwell - Remit To: Brown & Caldwell - San Francisco	
Supplier Payment	EFT	EFT-00274440	12/5/2024	2,800.00	The Amy VanCamp Experience LLC	
Supplier Payment	EFT	EFT-00274441	12/5/2024	1,202.01	Western Water Works Supply Co Inc	
Supplier Payment	EFT	EFT-00274442	12/5/2024	31,305.74	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00274443	12/5/2024	59,288.77	Clark and Sons Excavating Inc	
Supplier Payment	EFT	EFT-00274444	12/5/2024	134,079.28	SDB Inc	
Supplier Payment	EFT	EFT-00274445	12/5/2024	38,801.48	Alta Planning & Design	
Supplier Payment	EFT	EFT-00274446	12/5/2024	8,469.31	Universal Field Services Inc	
Supplier Payment	EFT	EFT-00274447	12/5/2024	413.00	Conсор North America Inc	
Supplier Payment	EFT	EFT-00274448	12/5/2024	284.09	Waxie's Enterprises Inc	
Supplier Payment	EFT	EFT-00274449	12/5/2024	418.50	Vatten Plumbing LLC - Remit-To: Vatten Plumbing LLC	
			EFT	1,239,898.95		
Supplier Payment	Manual Wire		12/1/2024	10,449.62	Global Payments	
Supplier Payment	Manual Wire		12/2/2024	923,902.98	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		12/2/2024	6,782,915.31	US Bank - Remit-To: US Bank - St Paul	
Supplier Payment	Manual Wire		12/2/2024	2,987.90	Internal Revenue Service	

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

INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Supplier Payment	Manual Wire		12/2/2024	18,714.95	Washington Dental Service	
Supplier Payment	Manual Wire		12/2/2024	306,724.85	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		12/2/2024	387,694.44	Kaiser Permanente - Remit-To: Kaiser Permanente	
Supplier Payment	Manual Wire		12/3/2024	25,663.25	United States Postal Service	
Supplier Payment	Manual Wire		12/4/2024	65,563.92	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		12/5/2024	602,796.70	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		12/5/2024	89,906.86	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		12/5/2024	209,957.30	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		12/6/2024	7,895.74	VSP Vision Care Inc	
Supplier Payment	Manual Wire		12/6/2024	15,782.01	Washington Dental Service	
Supplier Payment	Manual Wire		12/6/2024	246,092.24	Blue Cross Blue Shield of Oregon	
			Manual Wire	9,697,048.07		
			Checks	1,237,972.21		
			Direct Deposit	3,536.00		
			EFT	1,239,898.95		
			12/9/2024	13,225.07	City Payments	Posted 12-02-24 to 12-08-24
			Hansen Total	13,225.07		
			12/9/2024	482.00	Miscellaneous	Parks Class Refunds FCC 12-02-24 to 12-08-24
			12/9/2024	996.50	Miscellaneous	Parks Class Refunds MCC 12-02-24 to 12-08-24
			VISA Total	1,478.50		
			Payroll Total	0.00		
			GRAND TOTAL	12,193,158.80		

City of Vancouver
Payroll Council Report
December 02, 2024 - December 08, 2024

Check No.	Date	Explanation	Amount
		No payroll period	

\$ -

AN ORDINANCE relating to approval of an annexation pursuant to RCW 35.13.125; establishing the geographic extent, defining the Comprehensive Plan and land use designations, and determining the assumption of all or any portion of existing City indebtedness; accepting the certified petition supporting annexation; and providing for an effective date for the VHA 121st Avenue annexation.

Staff Report: 258-24

To: Mayor and City Council
From: City Manager
Date: December 16, 2024

Subject

Vancouver Housing Authority 121st Ave Annexation

Key Points

- Vancouver Housing Authority has requested the annexation of two parcels into the City of Vancouver as part of a phased affordable housing project.
- The annexation parcels are approximately 3.17 acres, located on the east side of the intersection of 121st Avenue and 65th Street.
- Vancouver Housing Authority owns adjacent parcels already within the City Limits and wants to develop the properties under the same regulatory jurisdiction.
- Annexation area will include abutting right-of-way within 121st Avenue and 65th Street.

Strategic Plan Alignment

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

Present Situation

City staff received a notice of intent to annex from a singular property owner (Vancouver Housing Authority). The subject site is located on the east side of the intersection of 65th Street and 121st Avenue. The site is two parcels totaling 3.17 acres in size (excluding right-of-way area) and is vacant. Surrounding uses include commercial uses to the east and west and vacant commercial land to the south and north. The applicant owns two additional abutting parcels that are already within the City limits and intends to develop the subject parcels and surrounding properties with multifamily residential development. The applicant desires to plan, permit and develop the sites through one jurisdiction. Current service providers for the area include:

- Fire District 5 (currently serviced by Vancouver Fire Department)
- Vancouver water district (will remain)
- Vancouver Sewer district (will remain)
- Clark County Park District 5 (will change to City Park District C)
- Clark County Sheriff's Office (will change to Vancouver Police Department)
- Development review/ permits (will change to the City of Vancouver)

The proposed annexation is using the "direct petition" annexation method under RCW 35.13.125. On October 7, 2024, Council approved a resolution to proceed with the annexation process that established the physical boundary, the Comprehensive Plan and zoning designations, and determined that the applicant will not be subject to assuming any City indebtedness for the annexed area. The boundary of the annexation area is specifically delineated in the legal description, (Ord Exhibit A), and shown graphically in ordinance exhibit B. The City will annex abutting right of way in 121st Avenue and the dedicated right-of-way in 65th Street. The applicant is not seeking to change the Comprehensive Plan designation or zoning designation beyond what is prescribed in the County to City conversion chart in VMC 20.230.030 B. As indicated in the conversion chart, the site will convert from a Clark County Comprehensive Plan designation of Commercial (C) to a City of Vancouver designation of Commercial (COM), as depicted in ordinance exhibit C. The zoning designation will convert from a Clark County General Commercial (GC) zoning district to a City of Vancouver General Commercial (CG) district as depicted in ordinance exhibit D. The annexation statutes authorize city councils to require property in an area being annexed to assume a proportionate share of the city's outstanding indebtedness that had been approved by the voters, incurred prior to the date of annexation. In this case, the City Finance Director confirmed that there is not any City indebtedness to pass on to the annexation applicant.

Following the adoption of the resolution to proceed, the applicant submitted a formal signed petition to annex the subject property into the City of Vancouver. The petition signature was reviewed and certified by the Clark County Assessor's Levy Office on October 29, 2024.

The annexation public notice with hearing dates and information was published in the Columbian newspaper on November 5, 2024. The subject site was physically posted with signs in three places along the project frontage on November 5, 2024.

Advantage(s)

1. Facilitates a property owner annexation request.
2. Supports development of new, affordable, multifamily residential uses within the City.
3. Future development will be subject to City land use, engineering, and building regulations and will develop to appropriate urban standards.
4. The City will receive any permitting and development impact fees resulting from the future site development.
5. The City will receive any related construction sales taxes resulting from the future site development.

Challenge(s)

None known.

Budget Impact

The annexation will include a very small portion of right-of-way requiring maintenance responsibility. Police and fire services will be minimally expanded. The City will assume generated property taxes from the annexed area.

Prior Council Review

October 7, 2024- Adoption of Resolution to proceed.
December 9, 2024 - Consent Agenda

Action Requested

On Monday, December 16, 2024, upon second reading and public hearing, adopt the ordinance to annex subject property into the City of Vancouver.

Staff Contact

Bryan Monroe, Associate Housing Project Coordinator, bryan.monroe@cityofvancouver.us

Attachments:

1. Presentation
2. Ordinance



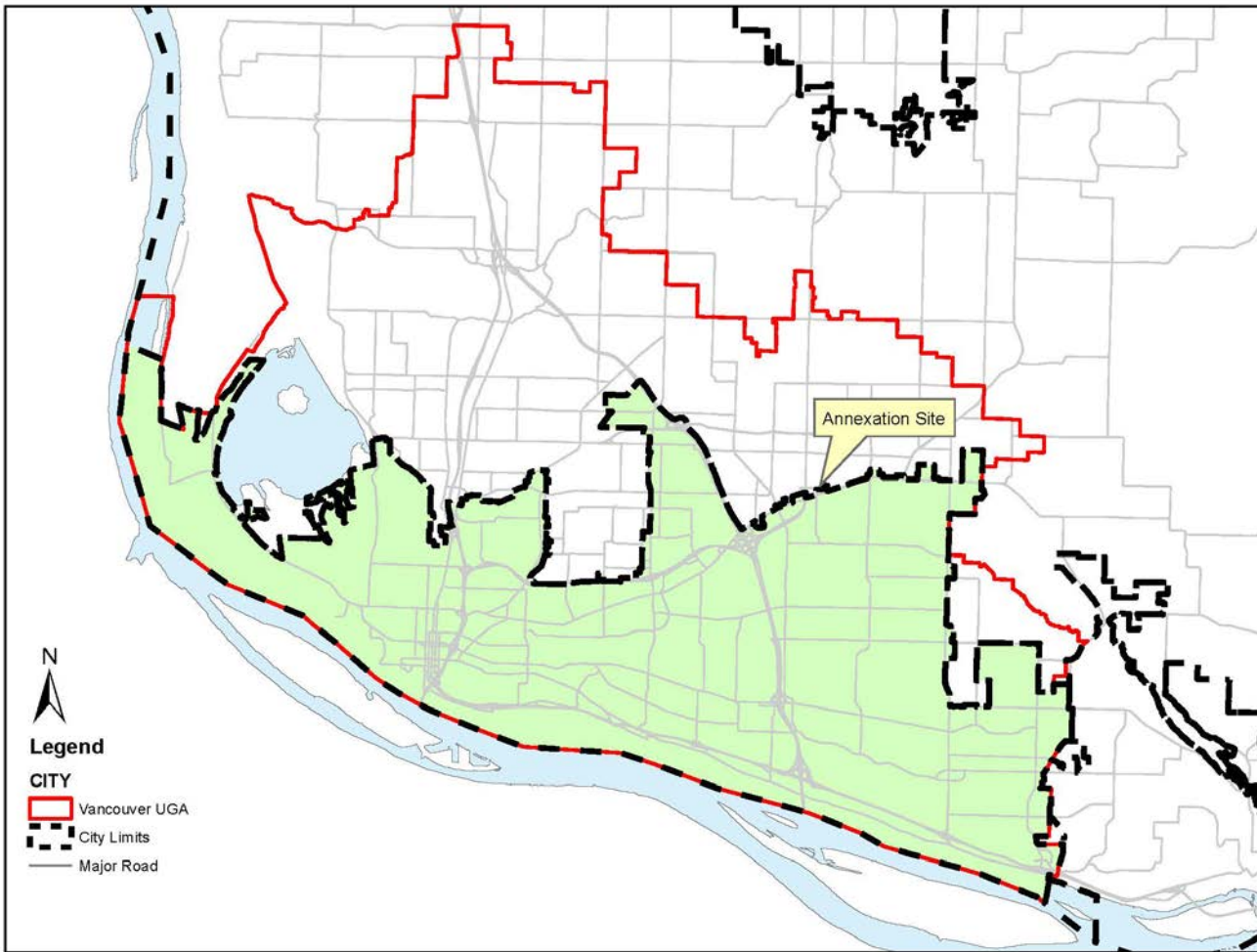
Vancouver Housing Authority Annexation 121st Ave

Bryan Monroe

Associate Housing Coordinator
Economic Prosperity and Housing
December 9th (Introduction / 1st reading)
December 16th (Public Hearing)

Annexation Process

- Direct Petition Annexation Method
- Initial 10% ownership resolution
 - Determine Geographic Area
 - Determine Comprehensive Plan and Zoning Designations
 - Determine Assumption of Indebtedness
- Ordinance Public Hearing



Vicinity Location

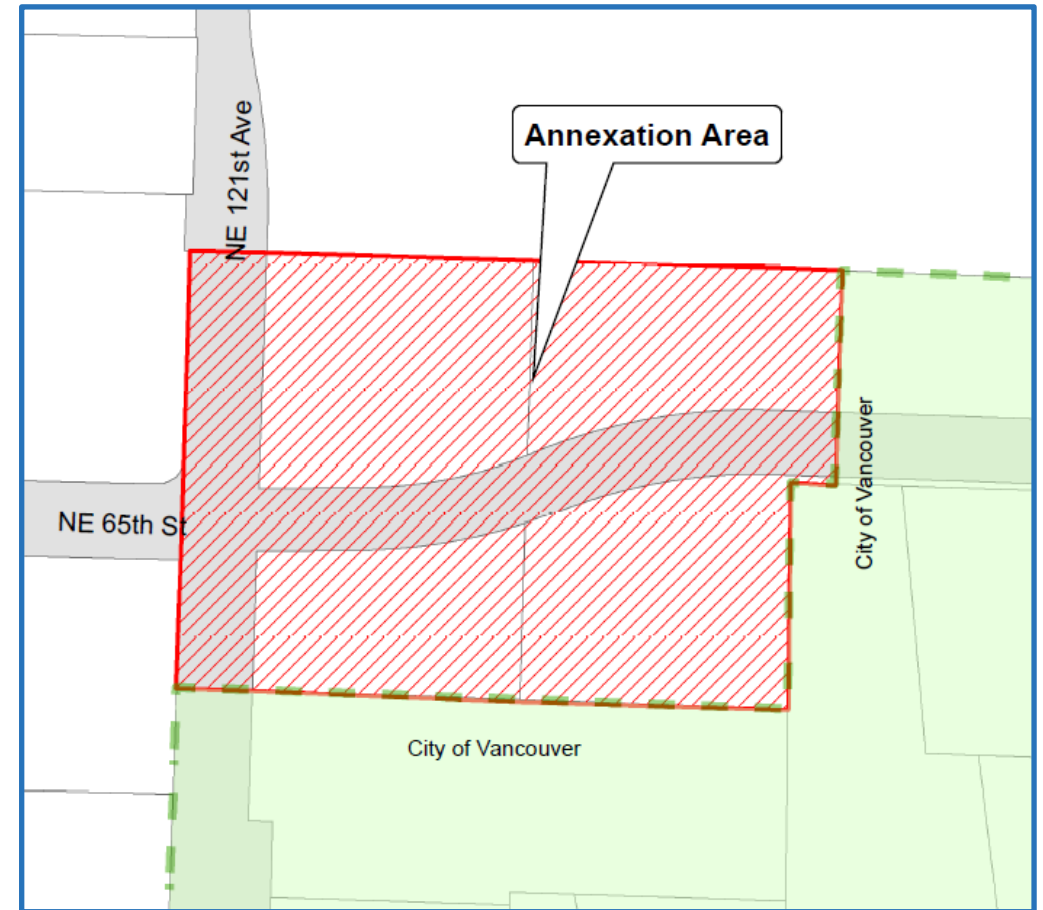
121st Ave / 65th Street



Ordinance Criteria:

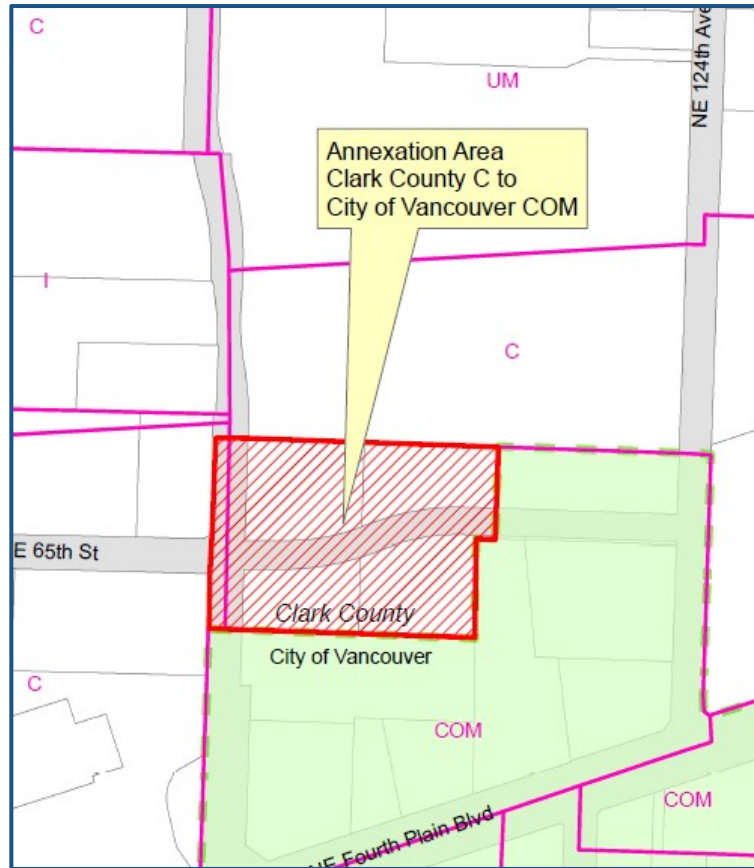
Geographic Area

- Two tax parcels
- 3.17 acres
- 121st Ave right of way to be included
- 65th Street right of way to be included

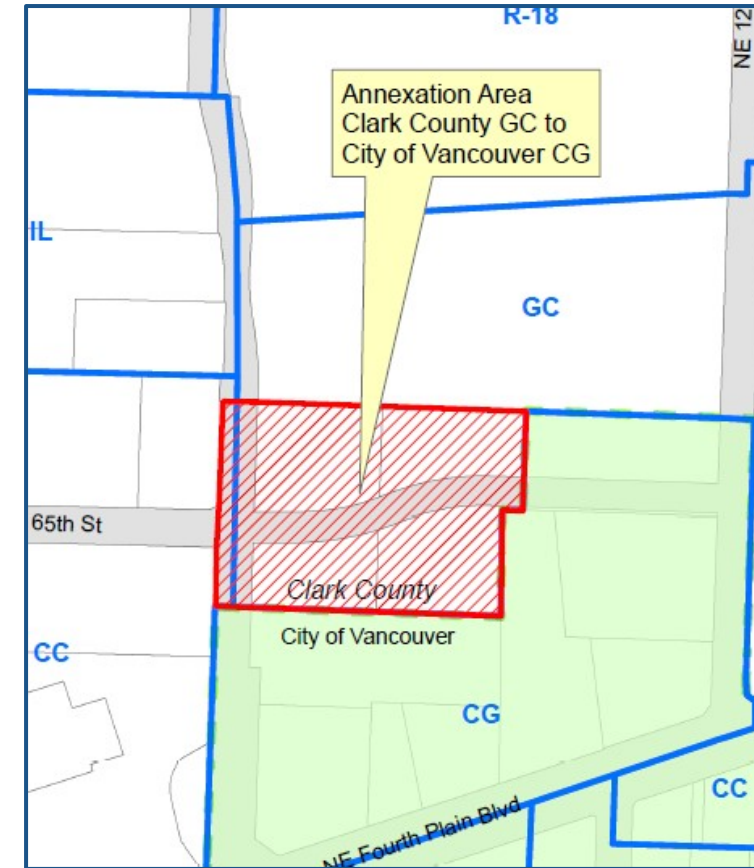


Ordinance Criteria:

Comprehensive Plan & Zoning Designation



Comp Plan
C to COM



Zoning
GC to CG

Ordinance Criteria:

Assumption of Indebtedness

- No pre-existing debt to pass on to the annexing property owner



Next Steps



**Ordinance
Hearing**



**Set Effective
Date**



**Notify
Affected
Parties**



**State OFM
Certification**

Requested Action

Adopt the ordinance to annex the VHA 121st Avenue annexation area.



Questions / Discussion



bryan.monroe@cityofvancouver.us



12/9/2024
12/16/2024

ORDINANCE NO. _____

AN ORDINANCE relating to approval of an annexation pursuant to RCW 35.13.125; establishing the geographic extent, defining the Comprehensive Plan and land use designations, and determining the assumption of all or any portion of existing City indebtedness; accepting the certified petition supporting annexation; and providing for an effective date for the VHA 121st Avenue annexation.

WHEREAS, pursuant to RCW 35.13.005, no city located in a county in which urban growth areas have been designated under RCW 36.70A.110 may annex territory beyond an urban growth area; and

WHEREAS, pursuant to RCW 36.70A, the City of Vancouver (City) has an urban growth area designated by Clark County pursuant to the Growth Management Act, chapter 36.70A RCW; and

WHEREAS, the proposed annexation area is located in the City's urban growth boundary, and is contiguous to the City along the east side of the intersection of NE 65th Street and NE 121st Avenue; and

WHEREAS, pursuant to RCW 35.13.125, the City received a signed annexation petition from property owners of at least 60% of the assessed value of land within the proposed annexation area; and

WHEREAS, pursuant to RCW 35.13.410 (Alternative direct petition method) on October 7, 2024, Vancouver City Council met with the initiating party, considered public testimony, and voted to accept the annexation request; defined the geographic extent of the proposed annexation; determined the Comprehensive Plan and zoning designation; and did not require assumption of all or any portion of the existing City indebtedness by the area to be annexed; and

WHEREAS, pursuant to RCW 35.21.005 (Sufficiency of Petitions), on October 29, 2024, the Clark County Assessor certified that the annexation petition signature represents property owner support from more than 60% of the total assessed valuation of the proposed annexation area.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Location of Annexation Area: Pursuant to chapter 35.13 RCW (Annexation Of Unincorporated Areas) the proposed VHA 121st Avenue annexation area is located in the City's urban growth boundary and is contiguous to the City along the east side of the intersection of NE 65th Street and NE 121st Avenue. The legal description of the land being annexed is set forth in the attached Exhibit "A". A parcel map of the land being annexed is set forth in the attached Exhibit "B".

Section 2. Comprehensive Plan and Zoning Designations: Currently the proposed annexation area is designated as Commercial (C) under Clark County's Comprehensive Plan, and is zoned as General Commercial (GC). Following annexation, the property will be designated as

Vancouver Commercial (VC) under the City’s Comprehensive Plan and will be zoned as General Commercial (CG) as set forth in the attached Exhibits “C” and “D”.

Section 3. Indebtedness: City Council decided on October 7, 2024, that the City will not require the property owner within the annexation boundary to assume any existing City indebtedness.

Section 4. Signature Certification: Pursuant to RCW 35.21.005, the County Assessor issued a Certification of Sufficiency dated October 29, 2024, regarding the signature support for the VHA 121st annexation, set forth in Exhibit “E”.

Section 5. Signature Acceptance: City Council hereby accepts the certified signatures supporting the VHA 121st Avenue annexation.

Section 6. Annexation Approval: City Council hereby approves the VHA 121st Avenue annexation.

Section 7. Effective Date: This Ordinance shall become effective 30 days following the date of final adoption.

DATE OF FINAL PASSAGE by the Vancouver City Council: _____.
Signed this 16th day of December 2024.

Anne McEnery-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE relating to approval of an annexation pursuant to RCW 35.13.125; establishing the geographic extent, defining the Comprehensive Plan and land use designations, and determining the assumption of all or any portion of existing City indebtedness; accepting the certified petition supporting annexation; and providing for an effective date for the VHA 121st Avenue annexation 30 days following the date of final adoption.

The full text of this Ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

Exhibit A: Legal Description

VHA Annexation

LEGAL DESCRIPTION

A tract of land lying within the John Bird DLC, in the Northeast 1/4 of the Southwest 1/4, and the Northwest 1/4 of the Southeast 1/4 of Section 10, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington said tract being more particularly described as follows:

Beginning at an iron rod with a plastic cap at the centerline of NE 121st Avenue and the easterly extension of the south line of Orchards Town Center Phase IV, as shown in said subdivision, recorded in Book 310, Page 665, records of Clark County, WA; thence west along said extension of the south line of said subdivision 30' to the west right-of-way line of NE 121st Avenue; thence north along said right-of-way line 84' more or less to the present City of Vancouver boundary as described in Ordinance M-3821, said point being the True Point of Beginning; thence easterly along said present boundary of the City of Vancouver and along the easterly extension of, and the south boundary of Parcel 2, to the southeast corner of Parcel 2, described in Exhibit "A" of Statutory Warranty Deed 6032812; thence continuing northerly, including crossing NE 65th Street, along the east line of Parcel 2 as described in said Statutory Warranty Deed and the present City of Vancouver boundary to the northeast corner of said Parcel 2; Thence leaving the present City of Vancouver boundary, westerly along the north line of said Parcel 2 and the westerly extension of said north line to the west right-of-way line of NE 121st Avenue; Thence southerly along said right-of-way line to the present City of Vancouver boundary and the True Point of Beginning.

Contains 4 Acres more or less



Exhibit B: Annexation Boundary

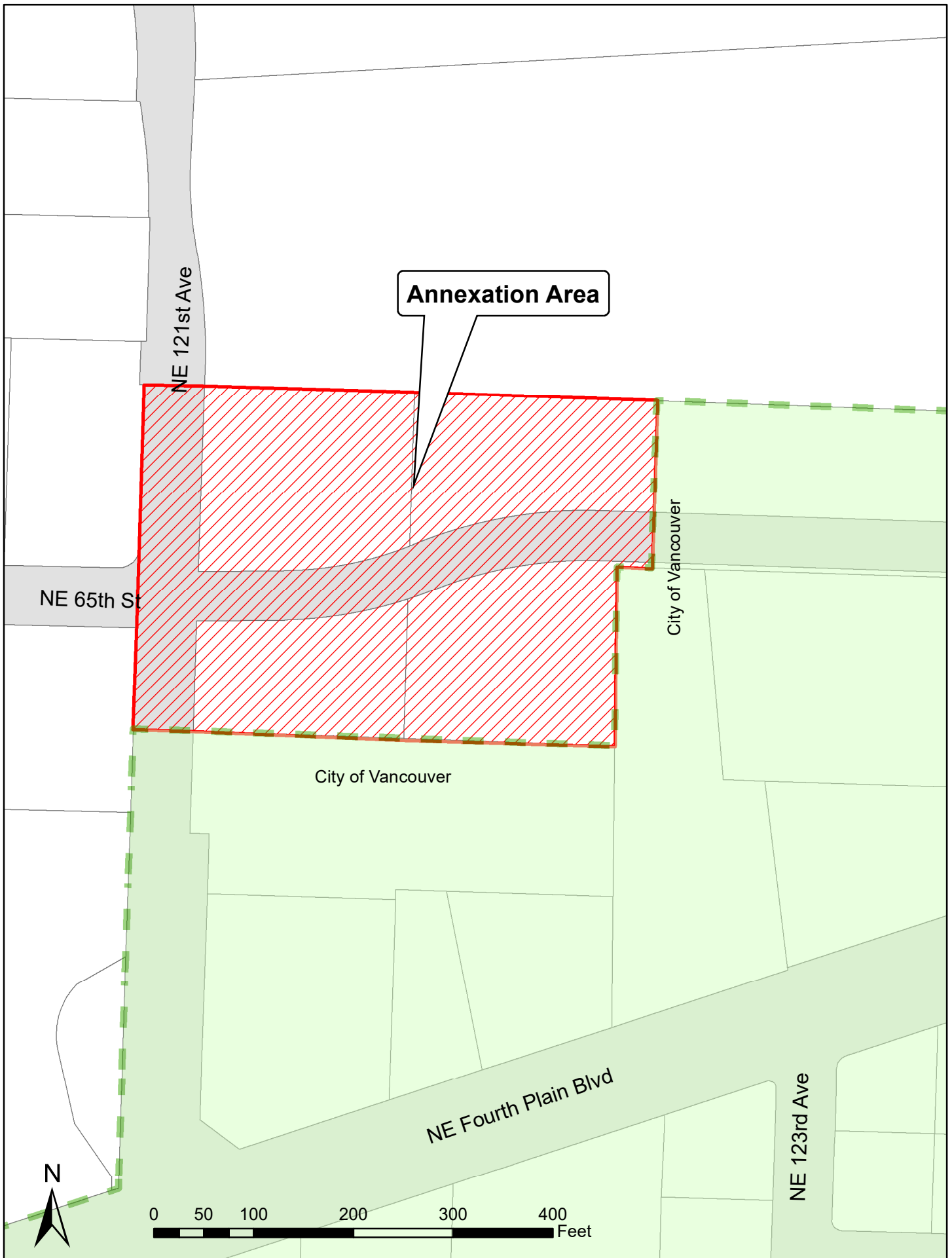


Exhibit C: Comprehensive Plan

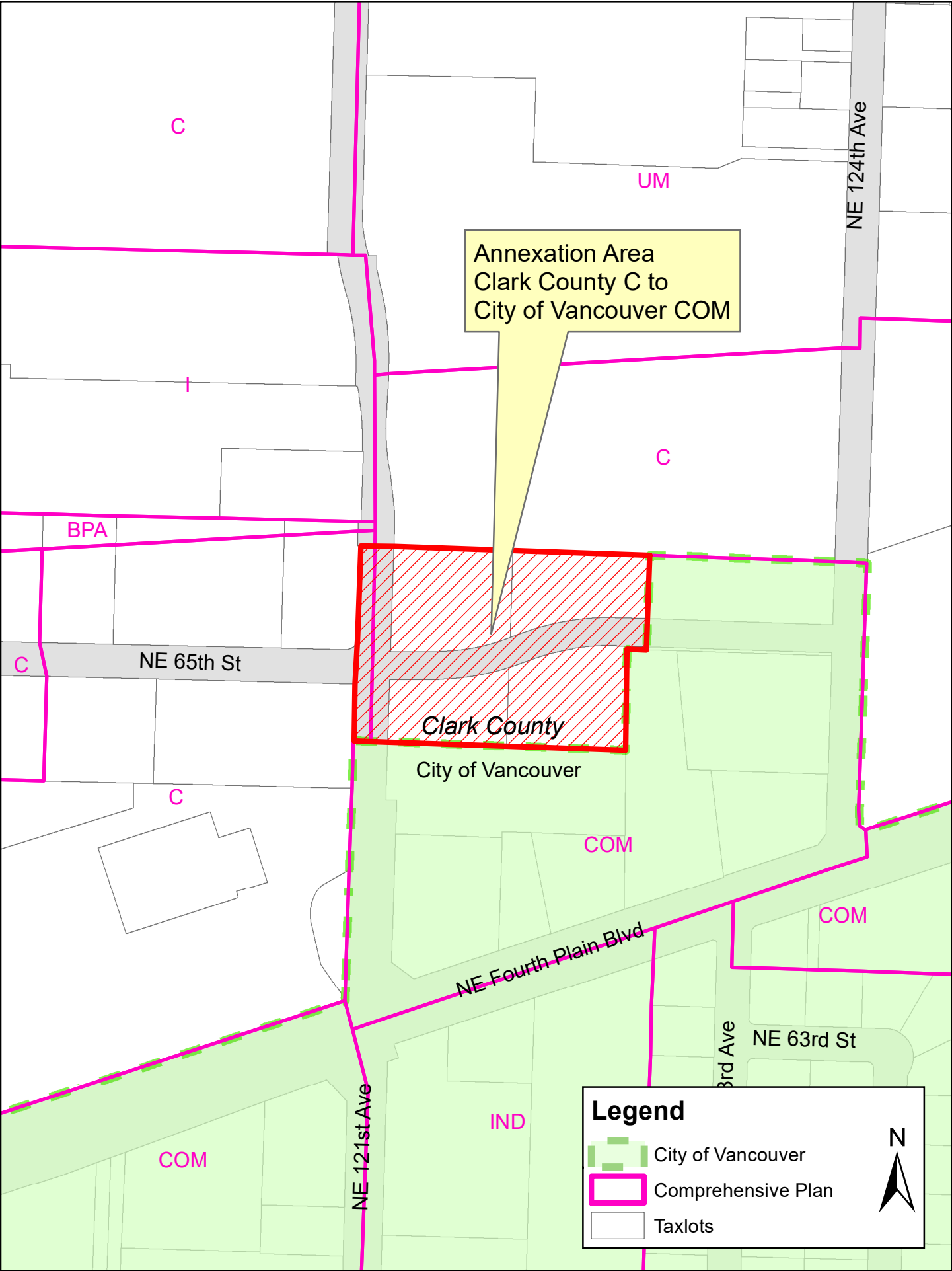


Exhibit D: Zoning

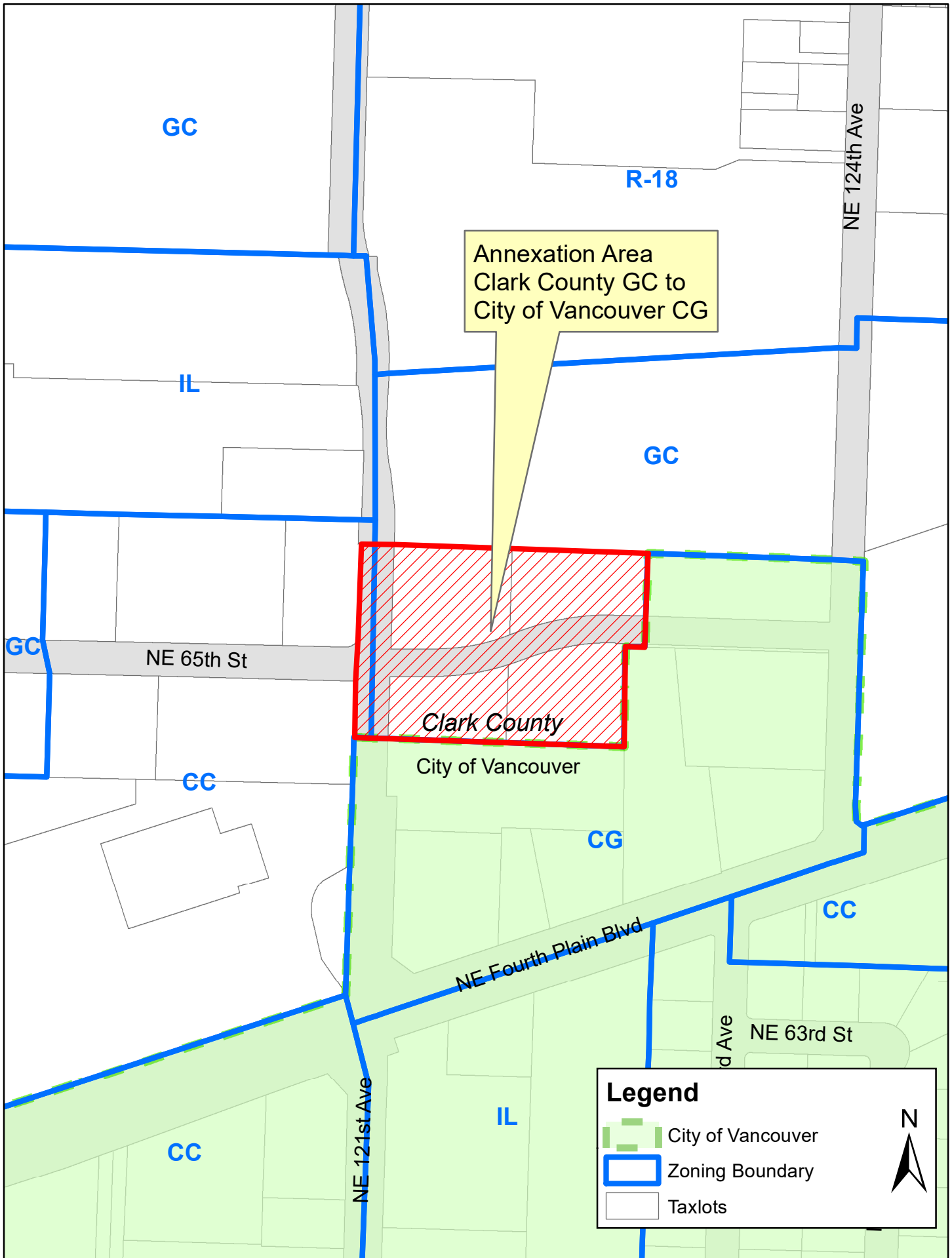


Exhibit E: Petition Sufficiency Certificate



CLARK COUNTY WASHINGTON

www.clark.wa.gov/assessor

ASSESSOR'S OFFICE

Peter Van Nortwick, Assessor

1300 Franklin Street
PO Box 5000
Vancouver, WA 98666-5000
360.397.2391
360.397.6046 f

October 29th, 2024

Brian Monroe
415 W 6th Street
PO Box 1995
Vancouver, WA 98668

Dear Brian,

You will find enclosed the Certification of Sufficiency of the petition for annexation of land to the City of Vancouver: VHA 121st annexation.

Please contact me should you have any questions regarding this annexation.

Sincerely,

Peter Van Nortwick

Peter Van Nortwick
Clark County Assessor

Enclosed:

Certification of Sufficiency
Annexation Legal Description
Annexation Map

Certification of Sufficiency
VHA 121st Annexation

The City of Vancouver on October 22nd, 2024, submitted for review by Clark County Assessor, a petition to annex to the City of Vancouver, approximately 3.96 acres of land known as the VHA 121st Annexation. Subject to the requirements of 35.21.005 I now certify the following in my capacity as Clark County Assessor:

1. On October 22nd, 2024, the City of Vancouver submitted for certification by the Clark County Assessor a petition to annex to the city two (2) parcels of land including associated road and public utility rights-of-way, totaling approximately 3.96 acres.
2. The legal description and map of the area proposed for annexation, as provided by the city, are attached to this certification. According to the map provided by the City, this area is in unincorporated Clark County and within the urban growth boundary.
3. The city is completing annexation pursuant to the sixty percent method of annexation RCW 35.13.125 – 170
4. The Clark County Assessor initiated determination of petition sufficiency on October 29th, 2024, which is the “terminal date” as defined in 35.21.005.
5. The area proposed for annexation has a certified annexation value for general taxation of \$0.00
6. Petition signatures provided by the City represent valid owner signatures of a combined total assessed value for general taxation of not less than 60% of the total assessed value for general taxation of all property in the proposed annexation area. This review did not address the legal sufficiency of any proxy or utility covenant, only the sufficiency of the presence of signatures thereon.

Therefore, based on the petition certification request and supporting materials submitted by the city, I hereby declare and certify that the petition documents represent the affirmative consent of properties totaling more than 60% of the value according to the assessed valuation for general taxation purposes of the property proposed for annexation.

Given under my hand and seal this October 29, 2024

Peter Van Nortwick

Peter Van Nortwick
Clark County Assessor

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

Staff Report: 259-24

To: Mayor and City Council
From: City Manager
Date: December 16, 2024

Subject

2024 Second Supplemental Budget

Key Points

- Budget adjustments are made each year to reflect changes in revenues and expenditures that occur after the biennial budget is adopted.
- This supplemental budget is mostly administrative in nature. It includes a total increase in the City's 2024 appropriation of \$17.2 million.
- The 2024 Second Supplemental impacts will have no impact on the 2025-2026 Biennial budget, in accordance with state law. The unexpended appropriation will expire at the end of 2024, unless carried forward via a subsequent 2025 supplemental budget action.

Strategic Plan Alignment

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

Present Situation

The second supplemental of 2024 includes mostly administrative items, such as accounting true-ups, expenditures associated with new external revenues, expenditures related to contractual increases, and dissolution of funds that are no longer needed. The 2024 Fall supplemental impacts will have no impact on the 2025-2026 Biennial budget, in accordance with state law. The unexpended appropriation will expire at the end of 2024, unless carried forward via a subsequent 2025 supplemental budget action.

The recommended expenditure appropriation increases for the City's Operating and Capital funds included in the 2024 Second Supplemental Budget totals \$17.2 million. An increase of \$19.8 million relates to changes in the Operating budget, with the remaining appropriation representing a decrease of \$2.6 million for changes in capital projects and supporting funding transfers. The Supplemental will result in utilizing \$5.2 million in city resources; of that amount, the General Fund's share is \$3.6 million.

The total Operating Budget appropriation change in the General, Street and Fire funds represents an increase of \$8.7 million. Major items are summarized below:

Miscellaneous grants include:

- Transportation Improvement Board Grant and project cost reallocation for a Pavement Management project on Fourth Plain (\$0.7 million).

- Department of Commerce Grant for Home Electrification and Appliance Rebates program (\$0.3 million).
- Washington Association of Police Chiefs grant for overtime related to Registered Sex Offender Monitoring Program (\$0.1 million).
- Department of Ecology grant for HazMat Spill Prevention and Preparedness and Response Equipment in Fire Department (\$0.1 million)

Administrative items include:

- Within the Police Department, an additional appropriation of \$3.8 million for expenses related to overtime, medical benefits, and educational pay.
- Within the Fire Department, an additional appropriation of \$2.2 million for expenses related to overtime, medical expenses, vehicle and facilities repairs/ maintenance.
- Increased appropriation for County Jail and County Corrections expenses (\$1.7 million).
- Increased appropriation for Public Defense Services (\$0.3 million), Humane Society Services (\$0.2 million), and Animal Control (\$0.1 million).
- Adjustment true-up to the City's cost allocation interfund plan. This adjustment is a decrease of \$1.2 million to department budgets.

The remaining \$11.1 million increase relates to changes in other operating funds. Major changes are summarized below.

- Increased appropriation of \$6.5 million to the Water Utility Fund for Operations Center, Brookside, English Pit, and Zhen buildings rental expenses. This trues up expenses dating back to 2022.
- Increased appropriation of \$1.5 million for increased medical claim expenses and \$1.0 million for increased workers' compensation and general liability claims.
- Within Grounds Services, increased appropriation of \$0.4 million for salary and benefit adjustments.
- Within Fleet Services, an additional appropriation of \$0.4 million for the increased costs in supplies used for equipment repairs.

The total net decrease to the Capital Budget appropriation of \$2.6 million (including capital funding) is included in the Second Supplemental of 2024. Expenditures by project are outlined in Attachment C to the ordinance. Highlights of Attachment C are listed below:

General Capital/Asset Management projects totaling -\$4.7 million:

- Reduced appropriation of \$4.9 million for an economic development acquisition not occurring in 2024

Parks Capital projects totaling \$2.1 million:

- Vancouver Innovation Center (VIC) Design
- Waterfront Gateway Development
- Raymond E Shaffer Park Development

Streets/Transportation Capital projects totaling \$0.7 million:

- SE 34th Street Complete Street
- Fourth Plain Safety & Mobility - Fort Vancouver Way to Andresen

Advantage(s)

1. The proposed budget adjustments will ensure that the City remains in compliance with state statutes that require all City expenditures to have an appropriation approved by ordinance.
2. Appropriations are provided for important City programs, services, and capital projects.

Challenge(s)

Proposed supplemental recommends spending a net amount of \$5.2 million of existing city resources across all funds.

Budget Impact

The 2024 Second Supplemental Budget includes a total increase in the City's 2024 appropriation by \$17.2 million. These supplemental impacts will have no impact on the 2025-2026 Biennial budget. The unexpended appropriation will expire at the end of 2024, unless carried forward via a subsequent 2025 supplemental budget action.

Prior Council Review

December 2, 2024 - Council Communications
December 9, 2024 - Consent Agenda

Action Requested

On Monday, December 16, 2024, upon second reading and public hearing, approve the ordinance.

Staff Contact

Shannon Olsen, Budget Manager, Natasha Ramras, Chief Financial Officer,
shannon.olsen@cityofvancouver.us, natasha.ramras@cityofvancouver.us

Attachments:

1. Ordinance
2. Attachment A
3. Attachment C

ORDINANCE M-_____

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

WHEREAS, as set forth in Staff Report _____, following communications of the 2024 Second Supplemental Budget on December 2nd, the proposed 2024 Second Supplemental Budget has been prepared for approval; and

WHEREAS, upon due and proper legal notice, Vancouver City Council held a public hearing to consider the City's 2024 Second Supplemental Budget.

NOW THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Supplemental appropriations are needed to meet certain necessary expenditures to be incurred in 2023-24 which were not and could not reasonably have been foreseen at the time of adoption of the 2023-24 Budget. As required by RCW 35.34.120, there is hereby set forth in summary form the total adjustments of expenditure appropriations for each separate fund adjusted and the aggregate totals for all such funds combined, as set forth in Attachment "A" of this ordinance. Attachment "C" outlines specific capital projects included in the 2023-24 City of Vancouver Capital Budget.

Section 2. The "TIF – Hazel Dell" Fund (number 163), created via ordinance M-3201 as recommended in staff report No. 148A-95, is no longer needed and is hereby eliminated.

Section 3. The "TIF – I205/Mill Plain Overlay" fund (number 166), created via ordinance M-3201 as recommended in staff report No. 148A-95, is no longer needed and is hereby eliminated.

Section 4. The “TIF – South Orchards District” fund (number 167), created via ordinance M-3201 as recommended in staff report No. 148A-95, is no longer needed and is hereby eliminated.

Section 5. The “Debt Service Reserves” fund (number 468), reestablished via ordinance M-3973 as recommended in staff report No. 017-11, is no longer needed and is hereby eliminated.

Section 6. As reported in SR No. _____ the appropriations made in this ordinance are necessary to meet certain necessary expenditures that will be incurred in 2023-24 which were not and could not reasonably have been foreseen at the time of adoption of the 2023-24 Budget; an emergency is hereby declared.

Section 7. Those acts taken pursuant to this ordinance, but prior to its effective date are hereby ratified and confirmed.

Section 8. Effective Date. This ordinance shall go into effect immediately upon final passage and publication.

DATE OF FINAL PASSAGE at a Regular Meeting of the Vancouver City Council:
_____, 2024.

SIGNED this _____ day of _____, 2024

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SUMMARY

ORDINANCE M-_____

AN ORDINANCE relating to the 2023-24 Biennial Budget and making various appropriations in various funds; declaring an emergency. Supplemental appropriations are needed to meet certain necessary expenditures to be incurred in 2023-24 which were not and could not reasonably have been foreseen at the time of adoption of the 2023-24 Budget: providing for an immediate effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

City of Vancouver

Expenditures by Fund

Attachment A

Fund 2024 Second Supplemental
(2024)

Operating Budget

General, Street, and Fire Funds

General Fund	\$	7,556,264
Street Fund	\$	(131,011)
Street Funding Initiative - Operating Fund	\$	31,520
Fire Fund	\$	1,251,422
Total General, Street, and Fire Funds	\$	8,708,195

Special Revenue Funds

Investigative Fund	\$	4,049
Drug Enforcement Fund	\$	1,340
CED Grants	\$	175,629
Tourism Fund	\$	408,481
Affordable Housing	\$	18,150
American Rescue Plan Act 2 Fund	\$	90,349
Parkhill Cemetery Improvement Fund	\$	(647)
Criminal Justice Fund	\$	1,825
Transportation Special Revenue Fund	\$	23,680
REET 1 (2002 Special Revenue Fund)	\$	24,035
Economic Development Fund	\$	(17,845)
VNHR Properties	\$	(8,030)
Fire Equipment Fund	\$	(44,174)
Emergency Ambulance Services Contract Admin Fund	\$	(12,564)

Capital Funds

Fire Acquisition Fund	\$	82,503
Parks Construction Fund (Capital Projects only)	\$	(1,093)
Capital Improvement Fund	\$	21,505

Enterprise Funds

City Tree Reserve Fund	\$	(60,673)
Drainage Construction Fund	\$	(27,127)
Surface Water Management Fund	\$	23,540
Water Utility Fund	\$	6,328,433
Water Construction Fund	\$	(6,748)
SCIP Fund	\$	2,522
Debt Service Reserves	\$	875,367

City of Vancouver

Expenditures by Fund

Attachment A

Fund	2024 Second Supplemental (2024)	
Sewer Utility Fund	\$	(170,515)
Airport Fund	\$	22,557
Building Inspection Fund	\$	(39,948)
Solid Waste Fund	\$	(47,320)
Parking Services Fund	\$	37,015
Internal Service Funds		
Facilities Asset Management and Replacement Reserve	\$	19,525
Equipment Services Operations Fund	\$	270,764
Equipment Services Capital Fund	\$	129,511
Computer Repair & Replacement	\$	(4,191)
Facilities Maintenance Services Fund	\$	(146,903)
Grounds Services Fund	\$	359,899
Self-Insured Worker's Comp & Liability Fund	\$	848,279
Benefits Fund	\$	(27,408)
Self-Insured Health Insurance Fund	\$	1,420,612
Fiduciary Funds		
SW Washington Regional SWAT Team Fund	\$	152,926
Police Pension Trust Fund	\$	1,971
Fire Pension Trust Fund	\$	(3,685)
City/County Cable TV Fund	\$	107,889
Total Other Funds Expense Budget	\$	11,103,069
Total Operating Expense Budget	\$	19,811,264
Capital Budget		
Capital Project Funds		
General Fund Capital	\$	(4,855,000)
Street Funding Initiative - Capital Fund	\$	700,000
Capital Improvement Fund	\$	150,000
VNHR Property Capital	\$	(130,000)
Parks Construction Fund (Capital Projects only)	\$	2,115,773
Total Capital Project Funds	\$	(2,019,227)
Capital Funding Transfers Supporting COV Capital Projects Budget		
General Fund	\$	1,334,937

City of Vancouver

Expenditures by Fund

Attachment A

Fund	2024 Second Supplemental (2024)	
Street Fund	\$	250,000
Street Funding Initiative Operating	\$	700,000
REET 1 (2002 Special Revenue Fund)	\$	(1,219,784)
Downtown Initiatives Fund	\$	(4,855,000)
Fire Fund	\$	482,770
PIF - District B	\$	431,453
PIF - District C	\$	1,644,167
Total Transfers for Capital	\$	(628,537)
Total Capital Expense Budget	\$	(2,647,764)
Total Operating and Capital Expense Budget	\$	17,163,500

**City of Vancouver
Capital Project Changes**

Attachment C

Capital Group	Project Name	Capital Project Budget Change
General	Economic Development Acquisition	(4,855,000)
General Total		(4,855,000)
General - Asset Management	Police Training Center	150,000
General - Asset Management Total		150,000
Parks	Waterfront Gateway	602,920
	Raymond E Shaffer Park Development	431,453
	Vancouver Innovation Center (VIC)	1,644,167
	Marine Park Play Equipment Replacement	(510,000)
	Columbia Lancaster Park Play Equipment Replacement	(52,767)
Parks Total		2,115,773
Transportation/Streets - Street Initiatives	Fourth Plain Safety & Mobility - Fort Vancouver Way to Andresen	450,000
	Multi Modal Safety and Accessibility Program	(250,000)
	SE 34th Street Complete Street Project	500,000
Transportation/Streets - Street Initiatives Total		700,000
VNHR	Historic Reserve Chimney Repairs	(75,000)
	Historic Reserve Duplex Kitchen and Bath Upgrades	(25,000)
	Historic Reserve Duplex Air Conditioning Installations	(30,000)
VNHR Total		(130,000)
Grand Total		(2,019,227)



CITY OF
Vancouver
WASHINGTON

Council Boards and Commissions

Lisa Brandl

Deputy City Manager
City Manager's Office
December 16, 2024

Agenda Title

- Overview
- Boards and Commissions
Policies 100-06 & 100-33 -
Possible Edits
- Discussion and Questions
- Engagement and
Outreach
- Next Steps



Two Council Policies for Discussion

- **Policy No. 100-06**

- Council Appointment of Community Members to Boards, Commissions, Advisory Committees and Task Forces

- Establishes policies and procedures for selection of community members to serve on city boards, commissions, advisory committees and task forces.

- **Policy No. 100-33**

- Councilmember Appointment to Boards and Commissions

- Establish procedures for making appointments of City Councilmembers as representatives to Boards and Commissions.



Boards and Commissions, Advisory Committees and Task Forces

Policy Number 100-06 – Council Appointment of Community Members

- Last revised in 2022
- 23 in total
- Majority are under City Council authority
- Possible edits
 - City Manager's Office, Equity and Inclusion Dept.
- Goal: Efficient and Equitable process
 - Resource intensity
 - Boards and Commission Program to Office of Equity and Inclusion



Policy 100-06

Possible Edits

- Definitions moved to the front
- Equitable language inserted
 - Change from “Task Force” to “Work Groups”
 - Demographic Diversity, Equity, Inclusion and Access highlight
 - Service on one board/commission only
- Where we have the authority to do so, aligned terms of service
 - All terms = 4 years
 - Previously a mix of 3, 4, 5, or 6 years
- Procedures removed from the policy – staff policy establishment
- Ten or less applicant provision elimination



Discussion Items

Policy 100-06

- Planning Commission and Transportation & Mobility Commission – appointment practice alignment
 - VMC – Council Policy – Practice
- Sub-quorum structure or existing subcommittees – interview practices
- Youth involvement - Under 18; youth/young adult (18-22)
- Other



Boards and Commissions, Advisory Committees and Task Forces

Policy Number 100-33 – Council Member Appointment

- Last revised in 2018
- Possible edits
 - City Manager's Office, Equity and Inclusion Dept.
- Insertion of Section 7.0
 - Creation of two subcommittees to review, interview and recommend appointments



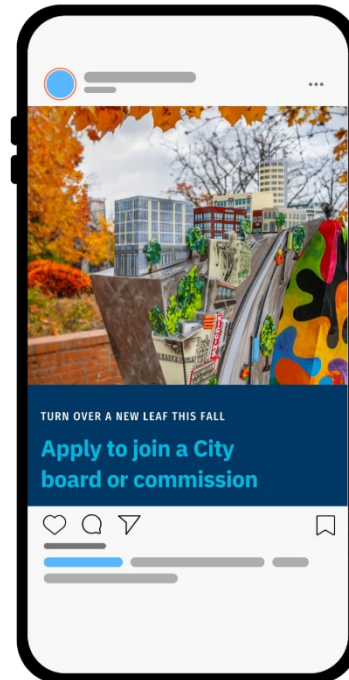
Engagement and Outreach



New Boards and Commission Toolbox

Standardize language, graphic and clarify process

- Copy and photo library
- Social ad templates
- E-blast templates
- Flyer/tent cards
- Promotion process map
- Print newsletter ads
- Explainer video
- Behind the B&C



Web content upgrades

Make it easier for applicants

- Fill in the blanks
- Streamline application
- Remove redundancies
- Template where possible



Timeline Slide Title Here

Immediate Actions	Q1 2025	Q3 2025	2026 and beyond
• Template promotional materials • Streamline process Toolkit for staff liaisons	• Quarterly recruitment schedule • Quarterly paid social media advertising campaign • Office of Neighborhoods, volunteer newsletters	• Automate commission notifications • Civic Plus application upgrades • Recruitment video	• Switch to semi- or annual recruitment • Contingent on staffing

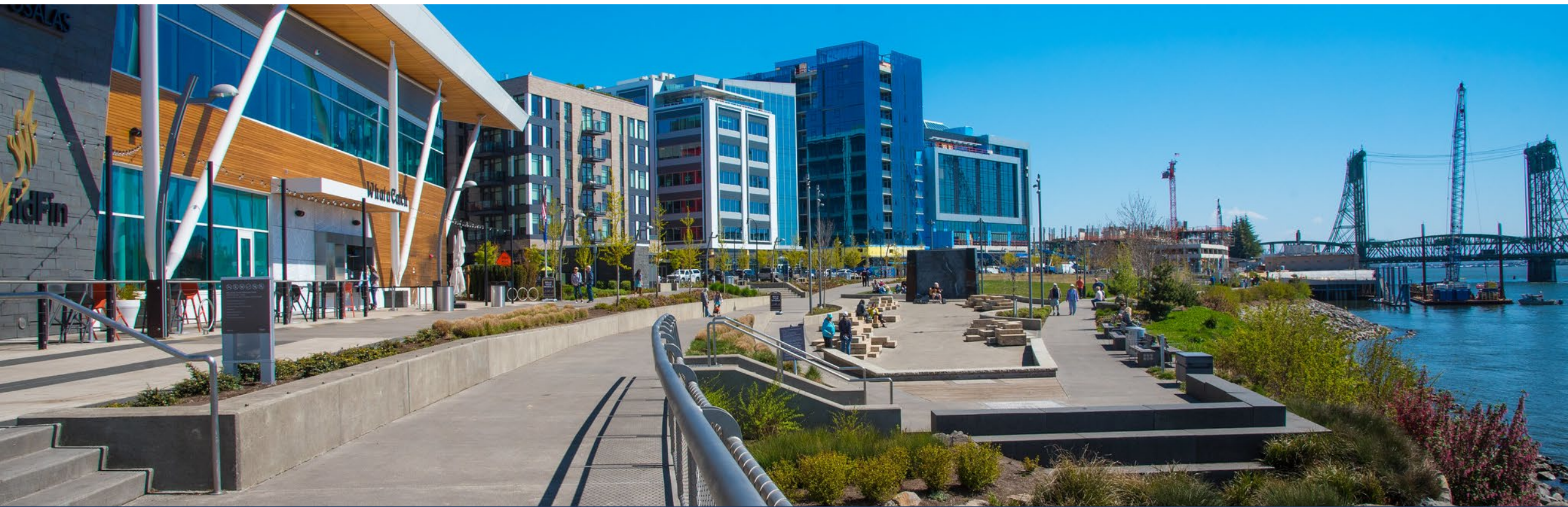


Next steps

- Future City Council agenda item to revise policies
- Engagement and leverage outreach
- Recruitment – Start with Quarterly  Annual



Discussion



Thank You





MEMORANDUM

DATE: December 16, 2024

TO: Lon Pluckhahn, City Manager

FROM: Lisa Brandl, Deputy City Manager

RE: **City Council Boards and Commissions – Related Policies Discussion**

CC:

The purpose of the discussion item scheduled for December 16, 2024 during City Manager communications is to review two related City Council policies pertaining to Boards and Commissions:

- 100-06, Council Appointment of Community Members to Boards, Commissions, Advisory Committees and Task Forces with the City Council
- 100-33, Councilmember Appointment to Boards and Commissions

The initial edits and reviews were conducted by staff from the City Manager's Office and the Office of Equity and Inclusion.

After receiving feedback from Council, proposed changes to the policies will be presented for consideration to the Council at a future City Council meeting.

CITY OF VANCOUVER WASHINGTON	INDEX Administrative/Council/City Manager			
Subject Council Appointment of Community Members to Boards, Commissions, Advisory Committees and <u>Work Groups Task Forces</u>	Number 100-06	Rev. <u>FG</u>	Effective Date <u>6/6/2022</u>	Page 1 of 10
	Supersedes <u>12/13/2021</u> <u>6/6/2022</u>	Prepared by: [City Manager signature]	Approved by: [Mayor signature]	

1.0 Purpose

The purpose of this policy is to establish policies guiding the appointment and procedures for selection of community members to serve on city boards, commissions, advisory committees and task forces.

2.0 Organizations Affected

All boards, commissions, and committees.

3.0 References

Resolution No. M-1751, March 25, 1974
Resolution No. M-2386, February 2, 1984
Memorandum to Mayor and City Council, April 15, 1998
Resolution No. M-3179, June 15, 1999
Resolution No. M-3254, November 22, 1999
Resolution No. M-3298, July 3, 2000
Resolution No. M-3347, June 25, 2001
Resolution No. M-3460, July 12, 2004
Resolution No. M-3607, April 16, 2007
Resolution No. M-3730, January 3, 2011
Resolution No. M-3980, September 24, 2018
Resolution No. M-4157, December 13, 2021
Resolution No. M-4172, June 6, 2022
Resolution No. M-

4.0 Declaration of Policy

The City of Vancouver's boards, commissions, committees and work groups task forces provide an invaluable service to the City. Their advice on a variety of subjects aids the

Mayor and Councilmembers in the decision-making process. Effective community member participation is an invaluable tool for local government.

City regulatory and advisory bodies provide an opportunity for community members who want to participate in public service to be involved in governmental boards, commissions, committees and work groups task forces. These bodies can also serve as a training ground or stepping-stone for qualified persons who are interested in seeking public office.

4.1 Authority

The City Council of the City of Vancouver is specifically empowered by state law, City Charter, and ordinance to fill by appointment all boards and commissions established by such state law, charter or ordinance, or such other advisory boards or commissions as the Council deems necessary or advisable. In the exercise of this power, it is the desire of the City Council to establish an equitable and consistent policy in its decision-making role to fairly select community members who desire to serve on boards or commissions. To this end, this policy has been created, and it shall remain in effect until such time as the City Council desires to amend or modify it in part or revoke it in whole.

The City Manager is responsible for the oversight and administration of the process by which the advisory boards and commissions program is managed. The City Manager shall assign primary coordination of the Boards and Commissions program to a staff member within the City Manager's Office, who shall conduct community outreach and recruitment activities for all forecasted board, commission, and committee vacancies.

4.2 Term Limits

Unless superseded by other regulatory provisions or legal authority, terms for all appointed bodies for which this policy applies are for a period of four (4) years. Appointees to City boards, commissions, and committees serving in a three (3) year term may be reappointed twice for a maximum of three (3) terms. Appointees serving in a four (4), five (5), or six (6) year term may be reappointed once for a maximum of two (2) terms. The City Manager's Office staff shall establish procedures for reappointment requests in alignment with the full recruitment process.

Appointments to an unexpired term ~~of less than half the length of the full term, up to two (2) years,~~ shall not be considered as a full term in these criteria. ~~Appointments for any length over this shall be considered a full term.~~

~~If a candidate is selected to fill the remainder of an unexpired term of six (6) months or less, their appointment shall be for the unexpired term plus the next full term.~~

~~Specific boards and commissions may have different term lengths and term limits that are exceptions to the general rule above.~~

5.0 Definitions

5.1 Public Development Authority/ Public Corporation

A public development authority is an independent legal entity established pursuant to state statute (RCW 35.21.730 - .755) to administer and execute federal grants or programs and to receive and administer other public and private funds in order to accomplish a public purpose. Authorities include the Downtown Redevelopment Authority and the City Center Redevelopment Authority.

5.2 Board

A semi-autonomous body established pursuant to federal or state statute or authority or city ordinance. Actions of a board are usually appealable to designated courts of law. Boards related to city affairs include, Building - Fire Codes Board of Appeals, Vancouver Public Facilities District Board, Vancouver Housing Authority Board, Fort Vancouver Regional Library District Board, and Clark County Mosquito Control District Board of Trustees.

5.3 Commission

A body established by city ordinance to study and recommend action to the City Council. Authority of commissions is delegated from Council or, in the case of telecommunications and solid waste, in conjunction with the County Commissioners. With the exception of the Civil Service Commission, some actions of commissioners are appealed directly to City Council. Commissions established by city ordinances include: City/County Telecommunications Commission, Cultural Commission, Civil Service Commission, Parks and Recreation Commission, Planning Commission, Private For-Hire Transportation Commission, Salary Review Commission, and Urban Forestry Commission.

5.4 Committee

A body appointed by Council with a specified task or function. Committee action ordinarily will be subjected to review and/or appeal to City Council or to a commission established by Council. City of Vancouver committees include the Aviation Advisory Committee, Charter Review Committee, Lodging Tax Advisory Committee, Parking Advisory Committee, Port of Portland Citizen Noise Advisory Committee, and the Design Review Committee.

5.5 Ad Hoc ~~Task Force~~ Work Group

A body appointed by Council to study or work on a particular subject or problem. A ~~task force~~ work group will cease to exist upon completion of its charge as given by

the Council. Examples of previously appointed work group ~~task force~~ bodies are the Water/Sewer Rate Task Force and the Cruising Task Force.

6.0 Formation and Dissolution of Committees

6.1 Establishment

These advisory bodies originate from different sources. Some are established by ordinance while others are established by motion of the City Council. It is at the discretion of the Council as to whether or not any advisory body should be established by ordinance. See Section 16.0 for the current list of City Advisory Committees.

6.2 Statement of Purpose and Function

Every advisory body, when it is formed, will have a specific statement of purpose and function, which will be re-examined periodically by City Council to determine its effectiveness. This statement of purpose is made available to all community members when they are appointed.

6.3 Size

The size of each advisory group is determined by City Council and the size is related to its duties and responsibilities.

6.4 Periodic Review

Every four years, established boards, commissions and committees will be evaluated on a regular cycle by the City Manager in consultation with the Mayor and Mayor Pro Tem. The schedule of review of each body will be staggered in a rational manner to prevent all bodies from being under review simultaneously. Review will examine the bodies' purpose and compliance with their respective bylaws, Vancouver Municipal Code, Council policy, and other pertinent governing documents and legislation. The system of evaluation will be determined by the City Manager in consultation with the Mayor and Mayor Pro Tem. The City Manager shall prepare a report to the Council summarizing the review, including any recommended actions.

Upon Council direction, such evaluation of an individual board, commission, or committee may take place outside of the regular four-year cycle if the Council deems it necessary to do so.

6.5 Dissolution

City Council may dissolve any advisory body that, in their opinion, is no longer necessary to the work of the city, is not functioning as intended or for any other reason.

4.37.0 Initial Appointment Criteria

Every Board, Commission, Advisory Committee and ~~Work Group Task Force~~ formed by the City is an opportunity to build credibility and trust with community ~~members~~ stakeholders. Accountability in these structures is a foundational element of equitable engagement. To this end, it shall be the policy of the City Council to evaluate each applicant for appointment on an objective basis, utilizing the following criteria:

~~Diversity~~, Equity and Inclusion (DEI) – In the context of appointing community members to City Boards, Commissions, Advisory Committees, and ~~Work Groups Task Forces~~, the City’s commitment to ~~DEI is advanced~~ advancing equity and inclusion is as follows:

- a) ~~Diversity~~ — ~~The makeup of committees convened by the City should reflect the demographic diversity of the city across race/ethnicity, gender, socioeconomic status, geography and areas of expertise. When conducting outreach to solicit interest from the community as prospective committee members, the City should specifically focus on communities that have historically been excluded from public decision-making processes. These include “underserved communities” which can be defined in many ways, but typically include populations that have experienced systemic and institutional barriers resulting in disparate outcomes (in health, education, housing, employment, etc.). These populations may include communities of color, LGBTQ+ communities, low-income communities, people with disabilities, and those who are unhoused.~~

Demographic Diversity - The committees convened by the City should reflect the city's current demographic diversity, including, but not limited to, race, ethnicity, gender, socioeconomic status, age, disability, geography, and lived experiences.

When conducting outreach to solicit interest from the community as prospective committee members, the City should specifically focus on communities currently and historically excluded from public decision-making processes. These include “underrecognized and underrepresented communities,” which the City defines as populations that have been marginalized and are experiencing systemic and institutional barriers resulting in disparate outcomes (in health, education, housing, employment, etc.). These populations consist of, but are not limited to, communities of color, youth, immigrants and refugees, disabled, low-income, lesbian, gay, bisexual, transgender, and queer communities, and those who are unhoused.

- b) ~~Equity~~ — ~~Broadly, equity can be defined by concepts of fairness or justice in the way people are treated. It ensures that all communities have the resources and support they need to reach their full potential. In the context of stakeholder~~

~~involvement, equitable approaches center the voices of those most impacted, identify and analyze the unique needs of specific populations in relationship to an issue or decision, and ensure that identity (e.g., race or ethnicity) is not a predictor of outcomes.~~

Equity – The City defines equity as ensuring that all individuals are treated fairly and have equal access to opportunities and advancement without facing barriers. This principle recognizes that some groups may have been historically underrepresented or underrecognized, and therefore, fairness in addressing these imbalanced conditions is necessary to provide equal opportunities to all groups.

In the context of community involvement, equitable approaches center the voices of those most impacted, identify and analyze the unique needs of specific populations in relationship to an issue or decision, and ensure that identity (e.g., race or ethnicity) is not a predictor of outcomes.

- ~~e) Inclusion – The City strives to ensure that all members of our community are afforded opportunities to participate in decisions about programs, activities, and services that may affect them. Inclusion ensures that the public can influence decisions, that their concerns will be considered throughout processes, and that decision-makers intentionally seek out and facilitate the involvement of those most negatively impacted by disparities in outcomes and decisions.~~

Inclusion and Access – The City strives to ensure that all community members can be a part of decisions regarding programs, activities, and services that may affect them. Inclusion grants the public opportunities to impact decisions, and their concerns will be considered. Decision-makers intentionally search for and facilitate the involvement of those most negatively affected by disparities in outcomes and decisions.

Residency - Appointments to certain boards and commissions must, by state law or local ordinance, be limited to residents of the City of Vancouver. It is preferable that all appointments be filled by city residents. However, persons living outside the City of Vancouver may be considered and appointed to positions not legally restricted to city residents when determined appropriate by the Council.

City Employment – City employees will not be appointed to City boards, committees, commissions, and task forces, but they may apply and be considered appointment to non-City bodies. The City Council may choose to nominate a City staff member to serve as the City representative on Clark County Advisory Commissions.

Contributive Potential – City Council shall evaluate the potential contribution that each applicant may make if appointed to a board or commission. Factors to guide Council in its evaluation of this could include evaluation of an applicant's

- a) Commitment to advancing City Council goals of equity, resilience, and community safety in relevant decision-making processes.
- b) Ability to develop and form decisions based on factual information and decision-making criteria in addition to an ability to express ideas, concepts or philosophies.
- c) Lived experience in the community and/or history of service on other boards, commissions, advisory committees, work groups ~~task forces~~, committees, or informal community involvement. A highly prioritized applicant may describe expertise and involvement with formal structures, like Parent Teacher Associations, neighborhood or business associations, or history with volunteering, for example, in their faith community. There are also trusted community members who may be sources of connection because they support other needs in community, including community-based childcare systems, coach their children's teams, or engage in activism around community-identified issues.
- d) Ability to apply personal and professional knowledge, experiences, skills, perspectives and values for the benefit of the broader community. (A successful applicant may describe formal education or professional experience that demonstrate expertise. Applicants may also describe "informal" experiences, including social and environmental backgrounds that also demonstrate important skills and expertise. For example, houseless or formerly unhoused people may bring both the expertise from understanding the experiences and challenges of these populations, but also the ingenuity, creativity, perseverance, and social skills necessary day to day.)
- e) Ability to help the City connect with diverse community voices. Communities connect and stay connected in many ways, and looking for both traditional examples, like volunteer management, leadership in faith communities, or outreach and organizing experience (with a community-based organization, or around a particular issue of concern) may demonstrate existing relationships beneficial to ensuring the committee is reaching many audiences. For many communities, connections also occur outside of these structures and activities as well, including in spaces like multifamily housing where resources may be shared, or the barbershop or hair salon, or coffee shop where community comes together. This may also include communities where elders serve as vital connections.
- f) Understanding of, and appreciation for, the responsibility of participating on a public board and the transparency and public nature of deliberation and decision-making that this requires. Applicants should demonstrate a commitment to operating within the scope of assigned Board, Commission, Advisory Committee or Task Force.
- g) Commitment to inclusive and thoughtful behavior in all interactions with other Commissioners, applicants, community members and City staff.
- h) Commitment to an open process that includes the many voices that are part of our community, and incorporates community participation and stakeholder engagement.

- i) Ability to take a long-term view and consider individual projects and policy decisions in the context of how they contribute to the City's overall growth and development over a 20-50 year time horizon.
- j) Ability to consider different perspectives on an issue and balance multiple perspectives when developing a recommendation.
- k) Commitment to environmental stewardship that honors and reflects the history of the land, water, air and natural world upon which we exist and depend.

Time Available to Serve – Individuals applying to serve on boards, commissions, advisory committees and task forces must have a willingness to commit to regular and consistent attendance and participation at meetings throughout assigned term of appointment. It is requested that applicants consider their capacity when applying. Applicants are invited to raise any questions or concerns regarding accessibility, scheduling or accommodations during the recruitment process.

Diverse Sectional Composition – Maintaining a diverse balance of community representation is recognized as a desirable goal in the appointment of community members to boards, commissions, advisory committees and task forces when applicable. Specifically, diversity of knowledge, experiences, skills, perspectives and values that enhance the level of representative perspectives included on the applicable Board, Commission, Advisory Committee or Task Force. This may include a variety of characteristics and experiences, including: diversity in demographic and socioeconomic characteristics; diversity of housing tenure experiences (rental, homeownership, houselessness, etc.); diversity in length of time living in the region and city/region/country of origin; diversity of educational and professional experience; diversity in geographic location where members live and work around the City and region; diversity of primary mode of transportation; and/or diversity in volunteer and philanthropic affiliations.

In order to maximize participation across multiple spectrums of the community, appointees to community member boards, commissions, committees and work groups should serve on only one committee, unless qualified applicants cannot be identified or other special circumstances are identified.

~~4.4 Reappointment~~

~~Incumbents who wish to be reappointed and who are eligible for reappointment in accordance with the provisions of section 4.2 shall provide a Letter of Continued Interest to the Mayor's Office within 60 days prior to the expiration of their term. There is not a vested right to reappointment for any position.~~

~~The board or commission Staff Liaison and Chair will provide an overview of the prior service for any incumbent seeking reappointment. This memo will accompany the incumbent's Letter of Continued interest and include the following information:~~

- ~~a) Regularity of attendance.~~
- ~~b) Understanding of committee or commission function.~~
- ~~c) Effectiveness.~~
- ~~d) Demonstrated contribution during past term of office on issues, programs, policies, etc., of the advisory board, committee or commission.~~
- ~~e) Number of terms served.~~

~~Once a Letter of Continued Interest has been received and City staff has determined the incumbent seeking reappointment is eligible to continue service, the position will be advertised as a position whose incumbent member is seeking reappointment and in accordance with Section 4.5. Incumbents seeking reappointment will be interviewed by the Council interview committee, along with any other eligible candidates who submit applications during the open recruiting process in accordance with section 4.5.~~

~~4.5 Recruitment and Appointment Timeline~~

~~4.5.1 Determination of Vacancy and Future Needs~~

~~At such time as a vacancy occurs in a city board, commission, committee, or task force or 90 days prior to the expiration of a term of office, it shall be the policy of the City to:~~

- ~~a) Determine whether an incumbent member is interested in and eligible for reappointment in accordance with the provisions of Section 4.5 Term Limits. If so, City staff will request a Letter of Continued Interest from the applicant.~~
- ~~b) City Staff will coordinate with the applicable Chair to summarize the current composition of the board, commission, committee, or task force, outlining attributes and characteristics for both current Commissions as well as future applicants. Questions will be posed to existing members as needed. City Staff will develop a community profile report summarizing applicable attributes of current board, commission, committee or task force members and offering recommendations regarding the types of additional perspectives that may best achieve a diverse set of voices and lived experiences.~~
- ~~c) City Staff will develop a communications plan for each new recruitment to provide outreach to existing members, applicants from previous processes, and targeted conversations with historically underrepresented community members. City Staff will also develop recruitment language and questions and conduct targeted outreach to community members to encourage bringing their voice and perspective to the board, commission, committee or task force.~~

~~4.5.2 Announcement of Position Recruitment~~

~~60 days prior to the expiration of a term, staff in the City Manager's Office will:~~

- ~~a) Schedule a tentative consent item on a future Council meeting agenda for appointment or reappointment for the subject recruitment;~~
- ~~b) Accept a Letter of Continued Interest from incumbent, if applicable;~~
- ~~c) Contact the Council subcommittee assigned to reviewing the subject recruitment to provide information pertinent to the recruitment and schedule a tentative date for the subcommittee to conduct candidate interviews;~~
- ~~d) Establish a 30-day minimum filing period and publicly announce recruitment for the position by news release and other City communication methods;~~
- ~~e) Notify applicants who have expressed an interest in being considered for the subject board or committee and who have valid applications (less than one year old) of the upcoming recruitment.~~

~~Subject to section 4.3, any interested community member who is not at that time a member of that board or commission may submit an application and resume for consideration of appointment during the announced application filing period. Applications will remain active for one year from the date received by the City Manager's Office.~~

4.5.3 8.0 Assessment of Applicant Pool and Recommendation for Appointment

Following an application period, the Mayor and City Council Committees, assigned per City Council Policy 100-33, shall be responsible for evaluating candidates and forwarding recommendations for appointment to fill forecasted vacancies and/or reappointment requests on advisory boards, committees, commissions and work groups.

Upon conclusion of such evaluation, the Council subcommittee members will notify the City Manager's staff as to which candidate(s) they wish to recommend to the full Council for appointment and/or reappointment.

Unless specified in Section 8.1, the City Council Subcommittees are responsible for the evaluation and appointment recommendations for all advisory boards, committees, commissions, and work groups. Ad hoc committees formed to focus on shorter-term issues, such as the Strategic Plan, shall be appointed by the City Manager.

7.08.1 Mayoral Authority in Evaluating Candidates and Making Appointments

The Mayor shall evaluate and directly appoint members to the following bodies:

- Vancouver Housing Authority (per RCW 35.82.040)
- Civil Service Commission (per VMC 2.57.010)

Subject to City Council final approval, the Mayor shall evaluate and appoint members to the following bodies:

- Charter Review Committee (per City Charter Section 11.17)
- City/County Telecommunications Commission (per VMC 5.19.300)
- Parks and Recreation Advisory Committee (per VMC 2.16.010; City Charter Section 8.05)
- Planning Commission (per VMC 20.220.010)
- Salary Review Commission (per City Charter Section 2.18)
- Transportation and Mobility Commission (per VMC 11.75.020)

~~30 days prior to the expiration of a term, and upon closure of the application filing period, staff in the City Manager's Office will:~~

- ~~a) Confirm the date of the Council meeting agenda on which the subject appointment or reappointment will appear;~~
- ~~b) Request from the subject board or commission Staff Liaison a Status Summary Memo to be provided as reference for the Council subcommittee assigned to evaluate candidates. Such memo should not include specific recommendations from the staff member but should rather include general information pertaining to the board or commission's work over the past year, the current environment, future goals, and other general information as appropriate;~~
- ~~e) Assess the applicant pool and advance the process as follows:~~
 - ~~a. If no qualified applications have been received, the recruitment will be reposted for an additional 30 days;~~
 - ~~b. If 10 or fewer qualified applications have been received, all applications and Letters of Continued Interest will be provided to the assigned Council subcommittee, and all applicants and incumbents (if applicable) will be scheduled for interviews;~~
 - ~~c. If 10 or more qualified applications have been received, all applications and Letters of Continued Interest will be provided to the assigned Council subcommittee, and the Council subcommittee will collectively review applicants and identify candidates to be interviewed. All incumbents and the candidates identified by the Council subcommittee will be scheduled for interviews.~~

~~4.5.4 Confirmation of Interview Process~~

~~Three weeks prior to expiration of term, staff in the City Manager's Office will:~~

- ~~a) Confirm with the Council subcommittee members if they would like to meet with the subject board or commission Staff Liaison prior to candidate interviews, and if so, schedule such meeting immediately prior to the first candidate interview;~~
- ~~b) Finalize the interview date and block of time with the Council subcommittee;~~
- ~~c) Schedule interviews with candidates selected in accordance with the provisions of Section 4.5.3.~~

- a. ~~In-person interviews are preferred, but interviews via available audio or video conferencing technology are acceptable and may be scheduled when a candidate is unable to come in person.~~
- b. ~~Applicants unable to accommodate an interview on the scheduled date and time will not be considered for the current position, but such applicants will be notified of future board and commission openings for up to one year from the application submission date.~~

~~4.5.5 Distribution of Recruitment Packet~~

~~Two weeks prior to expiration of term, staff in the City Manager's Office will distribute the recruitment packet to the Council subcommittee evaluating candidates via email. Such packet will include the following:~~

- ~~• Interview schedule~~
- ~~• News release~~
- ~~• Status summary from board or commission staff member~~
- ~~• Current board or commission roster~~
- ~~• Individual applications of those candidates scheduled for interview and any Letter(s) of Continued Interest, if applicable~~

~~4.5 Interview and Selection~~

~~In accordance with Section 4.5.3, all candidates will be interviewed by the Council subcommittee assigned to the subject recruitment unless an exceptionally large number of applications is received and the committee decides, after screening the applications, to interview a smaller number of applicants. If insufficient applications are received, the committee may decide to re-open the application period.~~

~~The Council subcommittee will conduct interviews at City Hall during the timeframe previously scheduled by staff in the City Manager's Office. Council subcommittee members will conduct individual interviews and utilize a standard list of interview questions and a Rater Panel Notes template to capture relevant information.~~

~~In general, candidates will not be given numerical ratings, but members of City Council subcommittees may take notes and reflect on applicants' contributive potential as described within Section 4.3 of this City Council Policy. Notes should list strengths and weaknesses to the best ability possible; notes may be disclosed in accordance with a public records request in accordance with applicable law. Interviewers should refrain from engaging in any analysis that is based on a protected class. For example, an applicant should not be prioritized simply because of their race or ethnicity (even if the applicant is a member of a historically underrepresented community), but such a candidate may be better situated than other applicants to contribute to the work ahead based upon their specific, demonstrated knowledge and experience. It is permissible to base selection decisions on the *knowledge and experience of applicants* particularly where that knowledge and experience assists the City in understanding the needs of our community.~~

~~Upon conclusion of all interviews, the Council subcommittee will deliberate and complete an Interview Outcome Form, which will be provided to the City Manager's staff along with all interview notes for recordkeeping purposes.~~

~~Upon conclusion of all interviews, the Council subcommittee members will notify the City Manager's staff as to which candidate(s) they wish to recommend to the full Council for appointment and/or reappointment~~

4.78.2 Council Appointment

Council subcommittee recommendations are brought forward for consideration by the full City Council at a Council meeting. The appointment or reappointment will appear on the Council's Consent Agenda for the scheduled meeting date.

~~Upon recommendation of the Council subcommittee evaluating the subject recruitment, the City Manager's staff will prepare an appointment memo to be included in the advance packet provided to the full City Council for the scheduled Council meeting date.~~

Members of all boards and commissions subject to Council approval will be appointed by a majority vote of the Council.

4.88.3 Notification of Council Decision

Each applicant and relevant Staff Liaison(s) shall be notified ~~by email~~ of the decision of the Council within three (3) business days of the Council action on the proposed appointment(s) at a Council meeting.

~~The appointed applicant shall be provided information regarding next steps. A confirmation letter from the Mayor will be sent to the appointment applicant.~~

~~Applicants who were interviewed but not appointed will be notified via email and provided information regarding any upcoming potential opportunities to serve. A letter from the Mayor will also be sent.~~

~~The City Manager's Office will also notify the Staff Liaison assigned to support the subject advisory board, committee or commission of the Council decision.~~

4.98.4 Records

~~The City Manager's Office shall maintain records of persons who have applied for a vacancy on a given board, commission or committee for one (1) year after each filing period. If another appointment shall become available within that year, all such~~

~~applicants shall be notified thereof by mail so that such persons can file for such new appointment.~~

~~The City Manager's Office shall maintain all records associated with advisory board, committee and commission recruitments and appointments in accordance with the Public Records Act and related retention requirements. shall collect and maintain Council subcommittee interview notes, including all Interview Outcome Forms completed upon conclusion of subcommittee deliberations.~~

4.108.5 Recognition

The Mayor will send a certificate of appreciation and letter of thanks to each member of a board or commission upon the completion of a term.

~~7.0 Mayoral Authority in Evaluating Candidates and Making Appointments~~

~~7.1 Vancouver Housing Authority Board of Directors~~

~~The Mayor shall evaluate, interview and appoint members to the Vancouver Housing Authority (VHA) Board of Commissioners, in accordance with and as directed by RCW 35.82.040.~~

~~7.2 Charter Review Committee and Salary Review Commission~~

~~The Mayor shall appoint members to the Charter Review Committee (City Charter Section 11.17) and the Salary Review Commission (City Charter Section 2.18), subject to City Council confirmation. The Mayor has discretion as to the process by which candidates for these bodies are evaluated prior to Council confirmation.~~

~~8.0 City Council Authority in Evaluating Candidates for Appointment~~

~~The Mayor, with the concurrence of Council, shall appoint two subcommittees consisting of three Councilmembers each to review, interview and recommend appointments to all boards and commissions, except as provided for under Section 7.0.~~

~~The Council Committee assignments will be reviewed following the change of Councilmembers based on elections or appointments or at the beginning of the calendar year and in accordance with Council Policy 100-33. The Council Committee will be chaired by the most senior Councilmember, unless the most senior Councilmember chooses not to chair the subcommittee. In this event, the subcommittee will select an alternative Councilmember to serve as chair.~~

9.0 Council Concerns about Recommendations

Councilmembers should raise any concerns about any recommendation with the Mayor prior to the City Council meeting that is scheduled for the approval of the appointment.

~~10.0~~ Appointment of Members

~~Appointees to community member boards, commissions, committees and task forces should serve on only one committee, unless qualified applicants cannot be identified or other special circumstances are identified.~~

~~Members of all advisory bodies are appointed by a majority vote of the Council during a regularly scheduled meeting.~~

~~11.0~~10.0 Removal of Members

Council may terminate any Council-confirmed appointment prior to the expiration of that member's term of office by a majority vote of the City Council if the Council finds cause for removal, unless otherwise provided for in governing bylaws, and city, state or federal law applicable to the City board, commission, advisory committee, or work group ~~task force~~ at issue.

~~12.0~~11.0 Overlapping Terms Intended

Lengths of terms vary from one advisory body to another, but in all cases, overlapping terms are intended. On special work groups ~~task forces~~, where a specific project is the purpose, there need not be terms of office.

~~13.0~~12.0 Committee Operation

City Council expects new members will be oriented to the roles and responsibilities of their appointment.

~~14.0~~13.0 Yearly Report to City Council

Each Committee should make a report to City Council each year. This report need not be presented in person.

~~15.0~~14.0 Lobbying Efforts Consistent with City Policy

Lobbying efforts by any advisory bodies on legislative or political matters should first be checked for consistency with existing City policy by contacting the City Manager's office. In the event a position is taken that differs from that of the City's policy, an advisory body acting as an official body of the City of Vancouver cannot represent that position before another body, i.e., the State Legislature or the Clark County Board of Commissioners. An individual member is free to voice a position, oral or written, on any issue as long as it is made clear that they are not speaking as a representative of the City of Vancouver, or as a member of their commission, committee or work group ~~task force~~.

16.0 15.0 Current Boards, Committees, Commissions and ~~Task Forces~~ Work Groups

<u>Body</u>	<u>Appointing Authority</u>	<u>Governing Legislation</u>
<u>Aviation Advisory Committee</u>	<u>City Council</u>	<u>VMC 10.05.040</u>
<u>Building & Fire Code Commission</u>	<u>City Council</u>	<u>VMC 17.08.040</u>
<u>City Center Redevelopment Authority Board of Directors</u>	<u>City Council</u>	<u>VMC 2.71.080</u>
<u>Charter Review Committee</u>	<u>Mayor, with City Council approval</u>	<u>City Charter Section 11.17</u>
<u>Civil Service Commission</u>	<u>Mayor</u>	<u>VMC 2.57.010</u>
<u>Clark County Arts Commission (1 seat)</u>	<u>Clark County Council upon nomination by City Council</u>	<u>Clark County Resolution # 2010-03-07</u>
<u>Clark County Historic Preservation Commission (2 seats)</u>	<u>City Council</u>	<u>VMC 20.220.050; Clark County Ordinance 40.250.030</u>
<u>Clark County Mosquito Control Board of Trustees (1 seat)</u>	<u>Clark County Council upon nomination by City Council</u>	<u>RCW 17.28.110</u>
<u>Clark County Public Health Advisory Council (1 seat)</u>	<u>Clark County Board of Health upon nomination by Council</u>	<u>RCW 70.46.140</u>
<u>Culture, Arts and Heritage Commission</u>	<u>City Council</u>	<u>VMC 2.88</u>
<u>Downtown Redevelopment Authority Board of Directors</u>	<u>City Council</u>	<u>VMC 2.73.010</u>
<u>Fort Vancouver Regional Library Board of Trustees</u>	<u>Clark, Skamania and Klickitat county Councils upon nomination by City Council</u>	<u>RCW 27.12.190; Charter Section 8.06</u>
<u>Lodging Tax Advisory Committee</u>	<u>City Council</u>	<u>RCW 67.28.1817</u>
<u>Parking Advisory Committee</u>	<u>City Council</u>	<u>VMC 2.63.020</u>
<u>Parks and Recreation Advisory Commission</u>	<u>Mayor, with City Council approval</u>	<u>VMC 2.16.010; Charter 8.05</u>
<u>PDX Citizen Noise Advisory Committee</u>	<u>City Council</u>	<u>Port of Portland Port Executive Director</u>
<u>Planning Commission</u>	<u>Mayor, with City Council approval</u>	<u>VMC 20.220.010; Charter 8.02</u>
<u>Public Facilities District Board of Directors</u>	<u>City Council</u>	<u>RCW 35.57.010</u>
<u>Salary Review Commission</u>	<u>Mayor, with City Council approval</u>	<u>City Charter Section 2.18</u>
<u>(City/County) Telecommunications Commission</u>	<u>Mayor, with City Council approval</u>	<u>VMC 5.19.300</u>
<u>Transportation and Mobility Commission</u>	<u>Mayor, with City Council approval</u>	<u>VMC 11.75</u>
<u>Urban Forestry Commission</u>	<u>City Council</u>	<u>VMC 12.02.010</u>
<u>Vancouver Housing Authority Board of Commissioners</u>	<u>Mayor</u>	<u>RCW 35.82.040;</u>

~~16.1—Appointments Made by Council~~

~~Council appointments are subject to the provisions of Section 8.0.~~

	Term	Governing Legislation
Aviation Advisory Committee	3 years	VMC 10.05.020; Resolution M-545
Building Fire Code Commission	6 years	VMC 17.08.040
City/County Telecommunications Commission	3 years	VMC 5.19.300(a)
Lodging Tax Advisory Committee	2 years	RCW 67.28.1817
Civil Service Commission	6 years	VMC 2.57.010
City Center Redevelopment Authority Board	4 years	VMC 2.71.010
Cultural Commission (inactive)	3 years	VMC 2.88.010
Downtown Redevelopment Authority Board	4 years	VMC 2.73.080
Parking Advisory Committee	4 years	VMC Section 2.63
Parks and Recreation Advisory Commission	3 years	VMC 2.16.020 Vancouver City Charter Section 8.054
Planning Commission	4 years	Vancouver City Charter 8.01 (authorization); VMC 20.220.010
Urban Forestry Commission	4 years	VMC 12.02.010
Vancouver Public Facilities District Board	4 years	RCW 35.57

~~16.2—Appointments Made by Mayor Subject to Council Confirmation~~

~~Mayoral appointments are subject to the provisions of Section 7.0.~~

	Term	Governing Legislation
Charter Review Committee	<i>Length of service; Meets every 5 years</i>	Charter Section 11.17
Salary Review Commission	4 years	Vancouver City Charter Section 2.18

~~16.3—Appointments Made by Mayor~~

~~Appointments made by the Mayor and are subject to the provisions of Section 7.0.~~

	Term	Governing Legislation
Vancouver Housing Authority Board of Commissioners	5 years	RCW 35.82.040; Charter Section 8.03; VHA Resolution #2477

~~16.4—Non-City Boards, Commissions, Committees, and Task Forces~~

~~The City has the opportunity to nominate representatives to sit on boards, commissions, committees and task forces outside of City jurisdiction. City Council shall evaluate candidates and take action on nominations for appointment to these positions in accordance with the provisions of this policy, unless otherwise directed by the subject body's governing agency.~~

	Term	Governing Legislation
Clark County Arts Commission	4 years	Clark County Resolution # 2010-03-07
Clark County Historic Preservation Commission	3 years	County Code 40.250.030; Ord. M-3673; VMC 20.220.050
Clark County Mosquito Control District Board of Trustees	2 years	RCW 17.28.110
Clark County Public Health Advisory Council	3 years	Clark County Resolution 2003
Clark County Public Facilities District	3 years	Clark County Code 2.19.010
Fort Vancouver Regional Library Board of Trustees	7 years	RCW 27.12.190; City Charter Section 8.05
PDX Citizen Noise Advisory Committee	3 years	Port of Portland Port Executive Director

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Subject Council Appointment of Community Members to Boards, Commissions, Advisory Committees and Task Forces	Number 100-06	Rev. F	Effective Date 6/6/2022	Page 1 of 10
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1.0 Purpose

The purpose of this policy is to establish policies guiding the appointment of community members to serve on city boards, commissions, advisory committees and task forces.

2.0 Organizations Affected

All boards, commissions, and committees.

3.0 References

Resolution No. M-1751, March 25, 1974
Resolution No. M-2386, February 2, 1984
Memorandum to Mayor and City Council, April 15, 1998
Resolution No. M-3179, June 15, 1999
Resolution No. M-3254, November 22, 1999
Resolution No. M-3298, July 3, 2000
Resolution No. M-3347, June 25, 2001
Resolution No. M-3460, July 12, 2004
Resolution No. M-3607, April 16, 2007
Resolution No. M-3730, January 3, 2011
Resolution No. M-3980, September 24, 2018
Resolution No. M-4157, December 13, 2021
Resolution No. M-4172, June 6, 2022

4.0 Declaration of Policy

The City of Vancouver's boards, commissions, committees and work groups provide an invaluable service to the City. Their advice on a variety of subjects aids the Mayor and Councilmembers in the decision-making process. Effective community member participation is an invaluable tool for local government.

City regulatory and advisory bodies provide an opportunity for community members who want to participate in public service to be involved in governmental boards, commissions, committees and work groups. These bodies can also serve as a training ground or stepping-stone for qualified persons who are interested in seeking public office.

4.1 Authority

The City Council of the City of Vancouver is specifically empowered by state law, City Charter, and ordinance to fill by appointment all boards and commissions established by such state law, charter or ordinance, or such other advisory boards or commissions as the Council deems necessary or advisable. In the exercise of this power, it is the desire of the City Council to establish an equitable and consistent policy in its decision-making role to fairly select community members who desire to serve on boards or commissions. To this end, this policy has been created, and it shall remain in effect until such time as the City Council desires to amend or modify it in part or revoke it in whole.

The City Manager is responsible for the oversight and administration of the process by which the advisory boards and commissions program is managed. The City Manager shall assign primary coordination of the Boards and Commissions program to a staff member within the City Manager's Office, who shall conduct community outreach and recruitment activities for all forecasted board, commission, or committee vacancies.

4.2 Term Limits

Unless superseded by other regulatory provisions or legal authority, terms for all appointed bodies for which this policy applies are for a period of four (4) years. Appointees to City boards, commissions, and committees may be reappointed once for a maximum of two (2) terms. The City Manager's staff shall establish procedures for reappointment requests in alignment with the full recruitment process.

Appointments to an unexpired term shall not be considered as a full term in these criteria.

If a candidate is selected to fill the remainder of an unexpired term of six (6) months or less, their appointment shall be for the unexpired term plus the next full-term.

5.0 Definitions

5.1 Public Development Authority/ Public Corporation

A public development authority is an independent legal entity established pursuant to state statute (RCW 35.21.730 - .755) to administer and execute federal grants or programs and to receive and administer other public and private funds in order to accomplish a public purpose. Authorities include the Downtown Redevelopment Authority and the City Center Redevelopment Authority.

5.2 Board

A semi-autonomous body established pursuant to federal or state statute or authority or city ordinance. Actions of a board are usually appealable to designated courts of law. Boards related to city affairs include Building - Fire Codes Board of Appeals, Vancouver Public Facilities District Board, Vancouver Housing Authority Board, Fort Vancouver Regional Library District Board, and Clark County Mosquito Control District Board of Trustees.

5.3 Commission

A body established by city ordinance to study and recommend action to the City Council. Authority of commissions is delegated from Council or, in the case of telecommunications and solid waste, in conjunction with the County Commissioners. With the exception of the Civil Service Commission, some actions of commissioners are appealed directly to City Council. Commissions established by city ordinances include City/County Telecommunications Commission, Cultural Commission, Civil Service Commission, Parks and Recreation Commission, Planning Commission, Private For-Hire Transportation Commission, Salary Review Commission, and Urban Forestry Commission.

5.4 Committee

A body appointed by Council with a specified task or function. Committee action ordinarily will be subjected to review and/or appeal to City Council or to a commission established by Council. City of Vancouver committees include the Aviation Advisory Committee, Charter Review Committee, Lodging Tax Advisory Committee, Parking Advisory Committee, Port of Portland Citizen Noise Advisory Committee, and the Design Review Committee.

5.5 Ad Hoc Work Group

A body appointed by Council to study or work on a particular subject or problem. A work group will cease to exist upon completion of its charge as given by the Council. Examples of previously appointed work group bodies are the Water/Sewer Rate Task Force and the Cruising Task Force.

6.0 Formation and Dissolution of Committees

6.1 Establishment

These advisory bodies originate from different sources. Some are established by ordinance while others are established by motion of the City Council. It is at the discretion of the Council as to whether or not any advisory body should be established by ordinance. See Section 13.0 for the current list of City Advisory Committees.

6.2 Statement of Purpose and Function

Every advisory body, when it is formed, will have a specific statement of purpose and function, which will be re-examined periodically by City Council to determine its effectiveness. This statement of purpose is made available to all community members when they are appointed.

6.3 Size

The size of each advisory group is determined by City Council and the size is related to its duties and responsibilities.

6.4 Periodic Review

Every four years, established boards, commissions and committees will be evaluated on a regular cycle by the City Manager in consultation with the Mayor and Mayor Pro Tem. The schedule of review of each body will be staggered in a rational manner to prevent all bodies from being under review simultaneously. Review will examine the bodies' purpose and compliance with their respective bylaws, Vancouver Municipal Code, Council policy, and other pertinent governing documents and legislation. The system of evaluation will be determined by the City Manager in consultation with the Mayor and Mayor Pro Tem. The City Manager shall prepare a report to the Council summarizing the review, including any recommended actions.

Upon Council direction, such evaluation of an individual board, commission, or committee may take place outside of the regular four-year cycle if the Council deems it necessary to do so.

6.5 Dissolution

City Council may dissolve any advisory body that, in their opinion, is no longer necessary to the work of the city, is not functioning as intended or for any other reason.

7.0 Initial Appointment Criteria

Every Board, Commission, Advisory Committee and Work Group formed by the City is an opportunity to build credibility and trust with community members. Accountability in these structures is a foundational element of equitable engagement. To this end, it shall be the policy of the City Council to evaluate each applicant for appointment on an objective basis, utilizing the following criteria:

Equity and Inclusion (EI) – In the context of appointing community members to City Boards, Commissions, Advisory Committees, and Work Groups, the City's commitment to advancing equity and inclusion is as follows:

- a) Demographic Diversity – The committees convened by the City should reflect the city's current demographic diversity, including, but not limited to, race, ethnicity, gender, socioeconomic status, age, disability, geography, and lived experiences.

When conducting outreach to solicit interest from the community as prospective committee members, the City should specifically focus on communities currently and historically excluded from public decision-making processes. These include “underrecognized and underrepresented communities,” which the City defines as populations that have been marginalized and are experiencing systemic and institutional barriers resulting in disparate outcomes (in health, education, housing, employment, etc.). These populations consist of, but are not limited to, communities of color, youth, immigrants, and refugees, disabled, low-income, lesbian, gay, bisexual, transgender, and queer communities, and those who are unhoused.

- b) Equity – The City defines equity as ensuring that all individuals are treated fairly and have equal access to opportunities and advancement without facing barriers. This principle recognizes that some groups may have been historically underrepresented or underrecognized, and therefore, fairness in addressing these imbalanced conditions is necessary to provide equal opportunities to all groups.

In the context of community involvement, equitable approaches center the voices of those most impacted, identify and analyze the unique needs of specific populations in relationship to an issue or decision, and ensure that identity (e.g., race or ethnicity) is not a predictor of outcomes.

- c) Inclusion and Access – The City strives to ensure that all community members can be a part of decisions regarding programs, activities, and services that may affect them. Inclusion grants the public opportunities to impact decisions, and their concerns will be considered. Decision-makers intentionally search for and facilitate the involvement of those most negatively affected by disparities in outcomes and decisions.

Residency - Appointments to certain boards and commissions must, by state law or local ordinance, be limited to residents of the City of Vancouver. It is preferable that all appointments be filled by city residents. However, persons living outside the City of Vancouver may be considered and appointed to positions not legally restricted to city residents when determined appropriate by the Council.

City Employment – City employees will not be appointed to City boards, committees, commissions, and work groups, but they may apply and be considered appointment to non-City bodies. The City Council may choose to nominate a City staff member to serve as the City representative on Clark County Advisory Commissions.

Contributive Potential – City Council shall evaluate the potential contribution that each applicant may make if appointed to a board or commission. Factors to guide Council in its evaluation of this could include evaluation of an applicant's.

- a) Commitment to advancing City Council goals of equity, resilience, and community safety in relevant decision-making processes.

- b) Ability to develop and form decisions based on factual information and decision-making criteria in addition to an ability to express ideas, concepts or philosophies.
- c) Lived experience in the community and/or history of service on other boards, commissions, advisory committees, work groups, committees, or informal community involvement. A highly prioritized applicant may describe expertise and involvement with formal structures, like Parent Teacher Associations, neighborhood or business associations, or history with volunteering, for example, in their faith community. There are also trusted community members who may be sources of connection because they support other needs in community, including community-based childcare systems, coach their children's teams, or engage in activism around community-identified issues.
- d) Ability to apply personal and professional knowledge, experiences, skills, perspectives, and values for the benefit of the broader community. (A successful applicant may describe formal education or professional experience that demonstrate expertise. Applicants may also describe "informal" experiences, including social and environmental backgrounds that also demonstrate important skills and expertise. For example, houseless or formerly unhoused people may bring both the expertise from understanding the experiences and challenges of these populations, but also the ingenuity, creativity, perseverance, and social skills necessary day to day.
- e) Ability to help the City connect with diverse community voices. Communities connect and stay connected in many ways, and looking for both traditional examples, like volunteer management, leadership in faith communities, or outreach and organizing experience (with a community-based organization, or around a particular issue of concern) may demonstrate existing relationships beneficial to ensuring the committee is reaching many audiences. For many communities, connections also occur outside of these structures and activities as well, including in spaces like multifamily housing where resources may be shared, or the barbershop or hair salon, or coffee shop where community comes together. This may also include communities where elders serve as vital connections.
- f) Understanding of, and appreciation for, the responsibility of participating on a public board and the transparency and public nature of deliberation and decision-making that this requires. Applicants should demonstrate a commitment to operating within the scope of assigned Board, Commission, Advisory Committee or Work Group.
- g) Commitment to inclusive and thoughtful behavior in all interactions with other Commissioners, applicants, community members and City staff.
- h) Commitment to an open process that includes the many voices that are part of our community and incorporates community participation and community engagement.
- i) Ability to take a long-term view and consider individual projects and policy decisions in the context of how they contribute to the City's overall growth and development over a 20–50-year time horizon.

- j) Ability to consider different perspectives on an issue and balance multiple perspectives when developing a recommendation.
- k) Commitment to environmental stewardship that honors and reflects the history of the land, water, air and natural world upon which we exist and depend.

Time Available to Serve – Individuals applying to serve on boards, commissions, advisory committees, and work groups must have a willingness to commit to regular and consistent attendance and participation at meetings throughout assigned term of appointment. It is requested that applicants consider their capacity when applying. Applicants are invited to raise any questions or concerns regarding accessibility, scheduling, or accommodations during the recruitment process.

Diverse Sectional Composition – Maintaining a diverse balance of community representation is recognized as a desirable goal in the appointment of community members to boards, commissions, advisory committees, and work groups when applicable. Specifically, diversity of knowledge, experiences, skills, perspectives, and values that enhance the level of representative perspectives included on the applicable Board, Commission, Advisory Committee or Work Group. This may include a variety of characteristics and experiences, including: diversity in demographic and socioeconomic characteristics; diversity of housing tenure experiences (rental, homeownership, houselessness, etc.); diversity in length of time living in the region and city/region/country of origin; diversity of educational and professional experience; diversity in geographic location where members live and work around the City and region; diversity of primary mode of transportation; and/or diversity in volunteer and philanthropic affiliations.

In order to maximize participation across multiple spectrums of the community, appointees to community member boards, commissions, committees and work groups serve on only one committee, unless qualified applicants cannot be identified, or other special circumstances are identified.

8.0 Assessment of Applicant Pool and Recommendation for Appointment

Following an application period, the Mayor, and City Council Committees, assigned per City Council Policy 100-33, shall be responsible for evaluating candidates and forwarding recommendations for appointment to fill forecasted vacancies and/or reappointment requests on advisory boards, committees, commissions and work groups.

Upon conclusion of such evaluation, the Council subcommittee members will notify the City Manager's staff as to which candidate(s) they wish to recommend to the full Council for appointment and/or reappointment.

Unless specified in Section 8.1 the City Council Subcommittees are responsible for the evaluation and appointment recommendations for all appointed boards, committees, commissions, and work groups. In the event a recruitment pertains to at least a quorum of the total number of positions of the subject board, committee, commission or work group, both

Council subcommittees will be engaged to evaluate candidates and provide appointment recommendations.

Ad hoc committees formed to focus on shorter-term issues, such as the Strategic Plan, shall be appointed by the City Manager.

8.1 Mayoral Authority in Evaluating Candidates and Making Appointments

The Mayor shall evaluate and directly appoint members to the following bodies:

- Vancouver Housing Authority (per RCW 35.82.040)
- Civil Service Commission (per VMC 2.57.010)

Subject to City Council final approval, the Mayor shall evaluate and appoint members to the following bodies:

- Charter Review Committee (per City Charter Section 11.17)
- City/County Telecommunications Commission (per VMC 5.19.300)
- Parks and Recreation Advisory Committee (per VMC 2.16.010; City Charter Section 8.05)
- Planning Commission (per VMC 20.220.010)
- Salary Review Commission (per City Charter Section 2.18)
- Transportation and Mobility Commission (per VMC 11.75.020)

8.2 Council Appointment

Council subcommittee recommendations are brought forward for consideration by the full City Council at a Council meeting. The appointment or reappointment will appear on the Council's Consent Agenda for the scheduled meeting date.

Members of all boards and commissions subject to Council approval will be appointed by a majority vote of the Council.

8.3 Notification of Council Decision

Each applicant and relevant Staff Liaison(s) shall be notified of the decision of the Council within three (3) business days of the Council action on the proposed appointment(s) at a Council meeting.

8.4 Records

The City Manager's Office shall maintain all records associated with advisory board and commission recruitments and appointments in accordance with the Public Records Act and related retention requirements.

8.5 Recognition

The Mayor will send a certificate of appreciation and letter of thanks to each member of a board or commission upon the completion of a term.

9.0 Council Concerns about Recommendations

Councilmembers should raise any concerns about any recommendation with the Mayor prior to the City Council meeting that is scheduled for the approval of the appointment.

10.0 Removal of Members

Council may terminate any Council-confirmed appointment prior to the expiration of that member's term of office by a majority vote of the City Council if the Council finds cause for removal, unless otherwise provided for in governing bylaws, and city, state or federal law applicable to the City board, commission, advisory committee, or work group at issue.

11.0 Overlapping Terms Intended

Lengths of terms vary from one advisory body to another, but in all cases, overlapping terms are intended. On special work groups, where a specific project is the purpose, there need not be terms of office.

12.0 Committee Operation

City Council expects new members will be oriented to the roles and responsibilities of their appointment.

13.0 Yearly Report to City Council

Each Committee should make a report to City Council each year. This report need not be presented in person.

14.0 Lobbying Efforts Consistent with City Policy

Lobbying efforts by any advisory bodies on legislative or political matters should first be checked for consistency with existing City policy by contacting the City Manager's office. In the event a position is taken that differs from that of the City's policy, an advisory body acting as an official body of the City of Vancouver cannot represent that position before another body, i.e., the State Legislature or the Clark County Board of Commissioners. An individual member is free to voice a position, oral or written, on any issue as long as it is made clear that they are not speaking as a representative of the City of Vancouver, or as a member of their commission, committee or work group.

15.0 Current Boards, Committees, Commissions and Work Groups

Body	Appointing Authority	Governing Legislation
Aviation Advisory Committee	City Council	VMC 10.05.040
Building & Fire Code Commission	City Council	VMC 17.08.040
City Center Redevelopment Authority Board of Directors	City Council	VMC 2.71.080

Charter Review Committee	Mayor, with City Council approval	City Charter Section 11.17
Civil Service Commission	Mayor	VMC 2.57.010
Clark County Arts Commission (1 seat)	Clark County Council upon nomination by City Council	Clark County Resolution # 2010-03-07
Clark County Historic Preservation Commission (2 seats)	City Council	VMC 20.220.050; Clark County Ordinance 40.250.030
Clark County Mosquito Control Board of Trustees (1 seat)	Clark County Council upon nomination by City Council	RCW 17.28.110
Clark County Public Health Advisory Council (1 seat)	Clark County Board of Health upon nomination by Council	RCW 70.46.140
Culture, Arts and Heritage Commission	City Council	VMC 2.88
Downtown Redevelopment Authority Board of Directors	City Council	VMC 2.73.010
Fort Vancouver Regional Library Board of Trustees	Clark, Skamania and Klickitat county Councils upon nomination by City Council	RCW 27.12.190; Charter Section 8.06
Lodging Tax Advisory Committee	City Council	RCW 67.28.1817
Parking Advisory Committee	City Council	VMC 2.63.020
Parks and Recreation Advisory Commission	Mayor, with City Council approval	VMC 2.16.010; Charter 8.05
PDX Citizen Noise Advisory Committee	City Council	Port of Portland Port Executive Director
Planning Commission	Mayor, with City Council approval	VMC 20.220.010; Charter 8.02
Public Facilities District Board of Directors	City Council	RCW 35.57.010
Salary Review Commission	Mayor, with City Council approval	City Charter Section 2.18
(City/County) Telecommunications Commission	Mayor, with City Council approval	VMC 5.19.300
Transportation and Mobility Commission	Mayor, with City Council approval	VMC 11.75
Urban Forestry Commission	City Council	VMC 12.02.010
Vancouver Housing Authority Board of Commissioners	Mayor	RCW 35.82.040; Charter Section 8.04

CITY OF VANCOUVER WASHINGTON	INDEX Administrative/Council/City Manager			
Subject	Number 100-33	Rev. D	Effective Date 9/24/18	Page 1 of 3
Councilmember Appointment to Boards and Commissions	Supersedes 12/15/14 <u>9/24/18</u>		Prepared by:	Approved by:

1.0 Purpose

The purpose of this policy is to establish formal procedures for making appointments of City Councilmembers as representatives to boards and commissions.

2.0 Organizations Affected

City Council/City Manager

3.0 References

City Council Resolution M-3255, November 22, 1999
City Council Resolution M-3299, July 3, 2000
City Council Resolution M-3607, April 16, 2007
City Council Resolution, M-3730, January 3, 2011
City Council Resolution, M-3844, December 15, 2014
City Council Resolution, M-3980, September 24, 2018
[City Council Resolution, M-](#)

4.0 Process for Making Appointments

At the beginning of the biennium following an election, the Mayor shall confer with each Councilmember in order to solicit information from Councilmembers as to those boards and commissions on which they wish to serve. Following these meetings, Council shall meet in a setting open to the public to discuss and approve final appointment assignments. At such public meeting, the Mayor shall lead a discussion of potential appointments to each position. For appointments where there is only one Councilmember expressing interest, the Council will vote on the appointments as a slate. For positions where there are two or more Councilmembers expressing interest, the Council shall vote on appointments individually. A majority vote of the Council is required to approve all appointments.

5.0. Appointment Limits

The Council values continuity on boards and commission, providing experience to the boards and commissions, and providing learning opportunities for the growth of new Councilmembers. There shall be no limit to the number of terms any Councilmember may serve on any board or commission.

6.0 Councilmembers Representing an Official City Position

Individual Councilmembers serving on appointed boards and commissions represent the Council as a whole. Once the City Council has taken a position on an issue, either through a majority vote or consensus, all official City correspondence regarding that issue will reflect the Council's adopted position.

The Mayor is authorized to send letters stating the City's official position to appropriate officials. Councilmembers shall receive copies of all such letters. If a member of the City Council appears before another governmental agency or organization either as an appointed member of that agency or as a guest to give a statement regarding an issue affecting the City on which the City Council has taken a position, the Councilmember shall indicate the majority position of the Council. Personal opinions, minority positions and comments contrary to the majority position may be expressed only if the Councilmember clarifies that such statements do not reflect the official position of the City Council.

Councilmembers have a responsibility to bring significant policy decisions back to the whole Council for discussion and decision whenever possible.

7.0. City Council Committees for Evaluation of City Appointed Board, Commission, Committee and Work Group

The Mayor, with the concurrence of Council, shall appoint two subcommittees consisting of three Councilmembers each to review, interview and recommend appointments to City Council appointed boards, commissions, committees and work groups in accordance with City Council Policy 100-06.

The Council Committees will be chaired by the most senior Councilmember, unless the most senior Councilmember chooses not to chair the subcommittee. In this event, the subcommittee will select an alternative Councilmember to serve as chair.

7.0 8.0 Boards and Commissions: Council Participation Required

Council participation in the following boards and commissions is required:

- Bi-State Coordination Committee (Interlocal Agreement)
- C-TRAN (RCW 36.57A.050; Bylaws Section 3.1)

- Child Abuse Intervention Executive Board (Children’s Justice Center) (Bylaws, Section 2(b))
- Lodging Tax Advisory Committee (RCW 67.28.1817)
- Metro Policy Advisory Committee ((MPAC) Bylaws, Article III, Section 1(b)(e))
- Southwest Clean Air Agency (RCW 70.94.100)
- Southwest Washington Regional Transportation Council (RCW 47.80.020; 1992 Interlocal Agreement)
- Clark County Elder Justice Center Executive Board (2012 Interlocal Agreement, Section IV(A)(2))
- Clark Regional Wastewater District Oversight Committee (2010 Coordination of Services Agreement, Article 12)

8.09.0 Boards and Commissions: Council Participates by Choice or invitation

Council has decided Councilmembers will participate on the following, although not required:

- Joint Policy Advisory Committee on Transportation ((JPACT) Bylaws, IV(f))
- Clark County Community Action Advisory Board (Bylaws require 3 local elected officials)
- Columbia River Economic Development Council (Bylaws)
- Council for the Homeless (Intergovernmental Cooperation Agreement between City, County and the Housing Authority, approved December 18, 1989)
- Regional Disaster Preparedness Organization (RDPO) Policy Committee (interlocal agreement)
- Safe Communities Task Force (voluntary membership).

9.010.0 Boards and Commissions: Mayor/Mayor pro Tempore Participation Required

The following boards and commissions require participation by the Mayor or the Mayor and Mayor Pro Tempore:

- Police Pension Board - (RCW 41.20.010) Mayor Pro Tempore participation required. The Mayor may appoint a designate representative who is an elected official.
- Fireman's Pension Board (RCW 41.16.020) The Mayor may appoint a designated representative who is an elected official.
- City Audit Committee
- Strategic Plan Oversight Committee – Mayor Pro Tempore participates as committee chairperson

CITY OF VANCOUVER WASHINGTON	INDEX Administrative/Council/City Manager			
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- City Audit Committee
- Strategic Plan Oversight Committee – Mayor Pro Tempore participates as committee chairperson



MEMORANDUM

DATE: December 6, 2023

TO: Vancouver City Council

FROM: Bryan Snodgrass, Principal Planner, Community Development Department

RE: **Memorandum in lieu of workshop for fall 2024 Comprehensive Plan and zoning code text clean-up amendments, including updated zoning code text for development project timelines and notification provisions, and addition of three new projects to the Capital Facilities Plan portion of the Comprehensive Plan.**

CC: Lon Pluckhahn, City Manager; Rebecca Kennedy, Deputy Community Development Director

Minor Comprehensive Plan or Title 20 zoning code map or text changes identified by City staff are typically brought forward for Planning Commission and City Council review every fall. With the pending update of the City Comprehensive Plan and zoning code to be adopted in December 2025, the City Council directed staff through Resolution 4255 to only bring forward select changes until the update is completed. Acceptable amendments were limited those needed to advance previously adopted plans, policies or projects; those needed to facilitate housing, particularly affordable housing; those needed to avoid preventable sub-optimal outcomes, such as development which clearly contradicts existing guidance; and those needed to ensure predictability and clarity in the development process through minor code corrections.

The changes discussed in this memorandum are consistent with that direction in staff's view and are fewer in number and narrower in scope than past annual changes. They were approved unanimously by the Planning Commission at a [November 12, 2024](#) public hearing with no public comments submitted. This memorandum is provided in lieu of a City Council workshop. A Council public hearing has been tentatively scheduled for January 13. Absent any individual Councilmember questions or concerns based on this memorandum, staff will prepare a staff report and ordinance for the public hearing.

The primary staff contact is Bryan Snodgrass, bryan.snodgrass@cityofvancouver.us. The changes are described as follows, with specific text attached:

1. Updated development project review timelines in zoning code

Recent GMA changes include 2023 amendments through HB [5290](#), well summarized in [this article](#), which amend local government timelines and other requirements for processing development permits. Most of the new mandates do not require changes to Vancouver code, but in some cases new maximum timelines for issuing final decisions will be required, as indicated in this table:

Permit Review	New GMA requirement	Current City Code	Proposed New City Code
Type I (Ministerial)	Final decision no later than 65 calendar days from receipt of complete application	28 days	No change
Type II (Site Plans and other Administrative Reviews)	No later than 100 days	120 days	100 days
Type III (Subdivisions, Conditional Use Permits and other Public Hearing Review)	No later than 170 days	120 days	170 days. City will continue to use current 120 day timeline as internal goal.

See Attachment A herein for specific code amendment language envisioned.

For the Type III timelines, the City has the legal option of maintaining its current codified maximum timeline of 120 days which it has almost always met in practice, but staff recommends it is preferable to be consistent with the allowances of HB 5290 and codify the 170 day maximum, while retaining the 120 day timeline as an internal goal, in recognition that the number of outlying cases may increase in the face of significant upcoming changes.

HB 5290's required shortening of Type II applications will likely require some shifting of finite City staff resources to those applications, and the new Comprehensive Plan and new zoning standards required to be adopted in December 2025 in compliance with aggressive new housing mandates may increase the number of outlying complex cases, particularly in the initial years after adoption.

Staff presented these proposed changes at an October 24 Building Industry Association meeting, where some concerns were raised that shortening the codified maximum timeline for Type III reviews may lead to longer review times in practice. No written or oral comments were provided at the November 12 public hearing, however.

2. New notification requirements in zoning code

For Type II administrative and Type III public hearing development applications, City Code currently requires a notice of application to be sent by mail 14 days after the proposed

project is determined to be fully complete to property owners and residents within 500 feet of the site. The current process involves the applicant submitting the mailing labels to city staff, which then generates the public notice, makes the necessary number of copies, places the labels on the envelopes, inserts the notices into the envelopes and places them in the outgoing mail.

In recognition of generally increasing development activity, new requirements for shorter review timelines for Type II applications discussed in this memorandum, increasing numbers of nearby properties requiring notification due to growth, and budget constraints, City staff is proposing to shift some of the notification burden to development applicants, while retaining core determinations for City staff. Proposed changes would have the applicant obtain the necessary addresses, label the envelopes, and affix postage, and include envelopes with the development application. Once the application is deemed fully complete, the City would prepare the notice, make the copies, place them in the pre-addressed and stamped envelopes and mail the notice of application to those property owners and occupants addressed on the envelopes.

See Attachment B for specific proposed code language.

3. New projects added to Capital Facilities Plan in Comprehensive Plan

The main Comprehensive Plan document contains summaries of total long term Capital Facilities costs and major facilities at the time of adoption. These summaries were informed by separate listings of individual projects. Periodically, to explicitly demonstrate for grant or other purposes that a new individual capital project is fully consistent with the Comprehensive plan, new projects are added to the project list through formal adoption into the Comprehensive Plan. Three individual projects are proposed to be added to the Capital Facilities Plan in fall 2024: The 18th Street Corridor Power Line Trail, the Library/Riverwest Parking Structure, and the Downtown Parking Extension Project.

ATTACHMENTS:

- A - Updated development review project timelines text
- B – Updated notification requirements text

ATTACHMENT A - UPDATED DEVELOPMENT PROJECT REVIEW TIMELINES

20.210.050 Type II Applications.

A. *Pre-application conference.* A pre-application conference is required for all Type II applications, unless waived under Section [20.210.080\(B\)](#) VMC before a Type II application is submitted. Pre-application conference requirements and procedures are set forth in Section [20.210.080](#) VMC.

B. *Application requirements.*

1. *Application forms.* Type II applications shall be made on forms provided by the planning official.

2. *Submittal information.* Type II applications shall:

a. Include the information set forth in the chapter of this title governing the permit requested;

b. Address the relevant criteria applicable to the permit requested in sufficient detail for review and action; and

c. Be accompanied by the required fees.

C. *Counter-complete determination.* At the time of application submittal, the city shall make a determination of counter-complete status pursuant to Section [20.210.090](#) VMC.

D. *Fully-complete determination.* No later than 28 calendar days after receipt of a counter-complete Type II application, the planning official shall notify the applicant as to the completeness of the application. Determination of fully-complete status shall be pursuant to Section [20.210.100](#) VMC. An application shall not be deemed fully complete until all information listed in the code applicable to the action requested and/or in the pre-application conference summary is submitted.

E. *Notice of Application.* Within 14 calendar days after the date a Type II application is determined fully complete, the planning official shall issue a Notice of Application which shall include all of the following:

1. The case file number(s), the date of application, and the date a fully complete application was filed;

2. A description of the proposed project, and a list of project permits included with the application, as well as the identification of other permits not included in the application, to the extent known to the city;
3. The proposed SEPA Threshold Determination, if the Optional SEPA Process is used; whether the application is categorically exempt from SEPA, the deadline for submitting comments or appeals under Chapter [20.790](#) VMC, if applicable, or other matters covered by SEPA;
4. The identification of any existing environmental documents that may be used to evaluate the proposed project;
5. A statement of the public comment period, a statement that the public has the right to comment on the application, receive notice of the decision, request a copy of the decision once made, and a notice of any appeal rights;
6. An indication that failure of any party to address the relevant approval criteria with sufficient specificity may preclude subsequent appeals on that issue. Comments directed at the relevant approval criteria are what constitute relevant evidence;
7. An indication that all evidence relied upon by the planning official to make the decision shall be contained within the record and is available for public review. Copies of this evidence can be obtained at a reasonable cost from the planning official;
8. The name of the applicant or applicant's representative and the name, address, and telephone number of a contact person for the applicant, if any;
9. A description of the site, including current zoning and nearest road intersections, sufficient to inform the reader of its location and zoning;
10. A map showing the subject property in relation to other properties or a reduced copy of the site plan;
11. The date, place, and times where information about the application may be examined and the name and telephone number of the city representative to contact about the application;
12. An indication that after the comment period closes, the planning official shall issue a Type II Notice of Decision; and
13. Any additional information determined appropriate by the planning official.

F. *Distribution of Notice of Application.* The Notice of Application shall be published in a newspaper of local circulation and sent to the following persons by regular mail:

1. The applicant and all owners of the site which is the subject of the application;
2. All owners and residents of record of property as shown on the most recent property tax assessment roll, located within 500 feet of the site;
3. Any city recognized neighborhood association whose boundaries include the site;
4. City recognized neighborhood associations adjacent to the city recognized neighborhood association whose boundaries include the site;
5. Any governmental agency which is entitled to notice under an intergovernmental agreement entered into with the city which includes provision for such notice or which is otherwise entitled to such notice;
6. Any person who requested, in writing, to receive a copy of the Notice of Application.

G. *Comment period.* The planning official shall allow 14 calendar days after the date of Notice of Application is mailed and published in the paper for individuals to submit comments. Within seven calendar days after the close of the public comment period, the Planning official shall mail to the applicant a copy of written comments, including email communications, timely received in response to the Notice of Application together with a statement that the applicant may submit a written response to the comments of the planning official within 14 calendar days from the date the comments are mailed. The planning official in making his decision shall consider written comments timely received in response to the Notice of Application and timely written responses to those comments, including e-mail communications, submitted by the applicant.

H. *Timeline to make Final Decision.* The Final Decision on a Type II application shall be made and mailed pursuant to Section [20.210.050\(I\)](#) VMC not more than **100 120 calendar days** (90 days for short subdivisions) after the date a fully complete determination is made. This period shall not include:

1. Time spent by the applicant to revise plans or provide additional studies or materials requested by the city.
2. Time spent preparing an environmental impact statement.
3. Time between submittal and resolution of an appeal.

4. Any extension of time mutually agreed upon by the applicant and the city in writing.

I. *Final Decision*. The Final Decision on a Type II application shall contain the following information:

1. The nature of the application in sufficient detail to apprise persons entitled to notice of the applicant's proposal and of the decision;

2. The address or other geographic description of the subject property, including a map of the site in relation to the surrounding area, where applicable;

3. The date the planning official's decision shall become final, unless appealed;

4. A statement that all persons entitled to notice or who have standing under Section [20.210.130\(B\)\(2\)](#) VMC may appeal the decision;

5. A statement in boldface type briefly explaining how an appeal can be filed, the deadline for filing such an appeal, and where further information can be obtained concerning the appeal;

6. A statement that the complete case file, including findings, conclusions and conditions of approval, if any, is available for review. The notice shall list the place, days and times where the case file is available and the name and telephone number of the city representative to contact about reviewing the case file;

7. A statement of the applicable criteria and standards pursuant to the Vancouver Municipal Code and other applicable law;

8. A statement of the facts demonstrating how the application does or does not comply with applicable approval criteria;

9. The reasons for a conclusion to approve, approve with conditions or deny the application;

10. The decision to approve or deny the application and, if approved, conditions of approval necessary to ensure the proposed development will comply with applicable law;

11. The date the Final Decision is mailed; and

12. A copy of the mailing labels showing (1) the persons who were mailed the Final Decision, and (2) the persons who were mailed the Notice of Decision.

J. *Distribution of the Final Decision.* The planning official shall provide an affidavit of mailing of the Final Decision as part of the file. The Final Decision shall indicate the date the Final Decision was mailed and demonstrate that the required Final Decision was mailed to the necessary parties in a timely manner. A Final Decision shall be sent by regular mail to:

1. The applicant and all owners of the site which is the subject of the application;
2. Any city recognized neighborhood association whose boundaries include the boundaries of the project site;
3. City recognized neighborhood associations adjacent to the city recognized neighborhood association whose boundaries include the site;
4. Any person who requested, in writing, to receive a copy of the Final Decision of the planning official; and

K. *Notice of Decision.* A Notice of Decision shall include the information contained in Sections [20.210.050](#)(l)(1)-(6), (10) and (11) VMC above.

L. *Distribution of Notice of Decision.* The planning official shall provide an affidavit of mailing of the Notice of Decision as part of the file. The Notice of Decision shall indicate the date the notice was mailed and demonstrate that the required notice was mailed to the necessary parties in a timely manner. A Notice of Decision shall be sent on the same day as the Final Decision by regular mail to:

1. Any governmental agency which is entitled to notice under an intergovernmental agreement entered into with the city which includes provision for such notice or who is otherwise entitled to such notice;
2. Any person who provided written comments on the application during the public comment period and provided a mailing address.

M. *Final Decision and effective date.* A Type II decision is subject to the required appeal period when the Final Decision and the Notice of Decision are mailed. A Type II decision becomes effective on the day after the appeal period expires, unless an appeal is filed, in which case the procedures of Section [20.210.130](#) VMC shall apply. (Ord. M-3643, 01/26/2004)

20.210.060 Type III Applications.

A. *Pre-application conference.* A pre-application conference is required for all Type III applications, unless waived under Section [20.210.080\(B\)](#) VMC before a Type III application is submitted. Pre-application conference requirements and procedures are set forth in Section [20.210.080](#) VMC.

B. *Application requirements.*

1. *Application forms.* Type III applications shall be made on forms provided by the planning official.

2. *Required submittals.* Type III applications shall:

- a. Include the information set forth in the chapter of this title governing the action requested;
- b. Address the relevant criteria applicable to the action requested in sufficient detail for review and action; and
- c. Be accompanied by the required fees.

C. *Counter-complete determination.* Section [20.210.050\(C\)](#) VMC shall apply to Type III applications.

D. *Fully-complete determination.* Section [20.210.050\(D\)](#) VMC shall apply to Type III applications.

E. *Notice of Application/Hearing.* Within 14 calendar days after the date a Type III application is determined fully complete, the planning official shall issue a Notice of Application to a newspaper of local circulation and to the parties listed in Section [20.210.050\(F\)](#) VMC which shall include:

- 1. The case file number(s), the date of application, and the date a fully complete application was filed;
- 2. A description of the proposed project and a list of project permits included with the application, as well as the identification of other permits not included in the application, to the extent known to the city;
- 3. The proposed SEPA Threshold Determination, if the Optional SEPA Process is used; whether the application is categorically exempt from SEPA, the deadline for submitting

comments or appeals under Chapter [20.790](#) VMC, if applicable, or other matters covered by SEPA;

4. The identification of any existing environmental documents that may be used to evaluate the proposed project;

5. A statement of the public comment period; a statement that the public has the right to comment on the application, receive notice of and participate in any hearings, and request a copy of the decision once made; and a notice of any appeal rights;

6. The date, time, place, and type of hearing, if established at the time of the Notice of Application. If the hearing date has not been established at the time of issuance of the Notice of Application, the notice of hearing procedures of [20.210.120](#)(B)(1) and (2) shall apply;

7. A statement that a consolidated staff report and SEPA review will be available for inspection at no cost at least 10 calendar days before the public hearing and the deadline for submitting written comments;

8. The name of the applicant or applicant's representative and the name, address and telephone number of a contact person for the applicant, if any;

9. A description of the site, including current zoning and nearest road intersections, reasonably sufficient to inform the reader of its location and zoning;

10. A map showing the subject property in relation to other properties or a reduced copy of the site plan;

11. The date, place, and times where information about the application may be examined and the name and telephone number of the city representative to contact about the application;

12. The designation of the review authority, and a statement that the hearing will be conducted in accordance with the rules of procedure adopted by the review authority;

13. Any additional information determined appropriate by the planning official.

F. *Comment period.* The planning official shall allow 30 calendar days after the date of Notice of Application is mailed and published in the paper for individuals to submit comments. Within seven calendar days after the close of the public comment period, the planning official shall mail to the applicant a copy of written comments, including email

communications, timely received in response to the Notice of Application together with a statement that the applicant may submit a written response to the comments of the planning official within 14 calendar days from the date the comments are mailed. The planning official in making his decision shall consider written comments timely received in response to the Notice of Application and timely written responses to those comments, including e-mail communications, submitted by the applicant.

G. *Timeline to Make Final Decision.* The Final Decision on a Type III application shall be made and mailed pursuant to Section [20.210.050\(H\)\(1\)](#) VMC not more than **170-120-calendar days** (90 days for subdivisions) after the date a fully-complete determination is made. This period shall not include:

1. Time spent by the applicant to revise plans or provide additional studies or materials requested by the city.
2. Time spent preparing an environmental impact statement.
3. Time between submittal and resolution of an appeal.
4. Any extension of time mutually agreed upon by the applicant and the city in writing.

H. *Hearing Procedures and Final Decision.* Section [20.210.120\(B\)\(1\)\(b\)-\(d\)](#) and (B)(3)-(14) VMC shall govern the hearing procedures and Final Decision for a Type III application.

I. *Distribution of Final Decision.* Section [20.210.120\(B\)\(11\)](#) VMC shall govern distribution of a Final Decision on a Type III application.

J. *Distribution of Notice of Decision.* Section [20.210.120\(B\)\(13\)](#) VMC shall govern distribution of Notice of Decision on a Type III application.

K. *Appeal.* [20.210.130](#) VMC shall govern an appeal of a Final Decision on a Type III application. (Ord. M-3643, 01/26/2004)

ATTACHMENT B - UPDATED NOTIFICATION REQUIREMENTS

The following changes are to VMC 20.245.030.A.8.035 Submission Requirements {for Conditional Use Permits}; VMC 20.290.035.A.10 Submission Requirements {for Variances}; VMC 20.320.030.B.4.i Submission Requirements {for Subdivisions}; and VMC 20.330.030.B.4.h Submission Requirements {for Binding Site Plans}

Certified mailing list. Current Clark County assessor map(s) showing the property(ies) within a 500-foot radius of the site, per the requirements in VMC [20.210.050](#) and [20.210.060](#), decision-making procedures, and one set of stamped and addressed envelopes and ~~two sets~~ one set of mailing labels with the names and addresses of owners of all properties within the 500-foot radius. Such list shall be certified as accurate and complete by the Clark County assessor or a title company. For non-owner-occupied properties, provide one set of stamped and addressed envelopes and one set of mailing labels addressed to "occupant" as can be determined from available county assessor records (two copies).