

Funding Additional Fire Resources: Property Tax Levy Design



November 22, 2021
Vancouver City Council Workshop

Natasha Ramras, CFO

Target Workshop Objectives

Finalize council direction on:

- Ballot design:
 - Levy tool to fund fire service enhancements
 - Inclusion of permitted property tax exemptions
 - Desired timing of ballot

Presentation Overview

Provide three options for property tax levies to fund fire operating and capital

Prior Council Review

10/4/2021 Council Workshop:

- Reviewed current Fire/EMS performance shortfalls
- Reviewed proposed increases to Fire's current service level to meet Standard of Cover targets

11/8/2021 Council Workshop:

- Reviewed available property tax voted options
- Council requested staff to bring back additional information on the potential levy design

Summary of Service and Resiliency Package

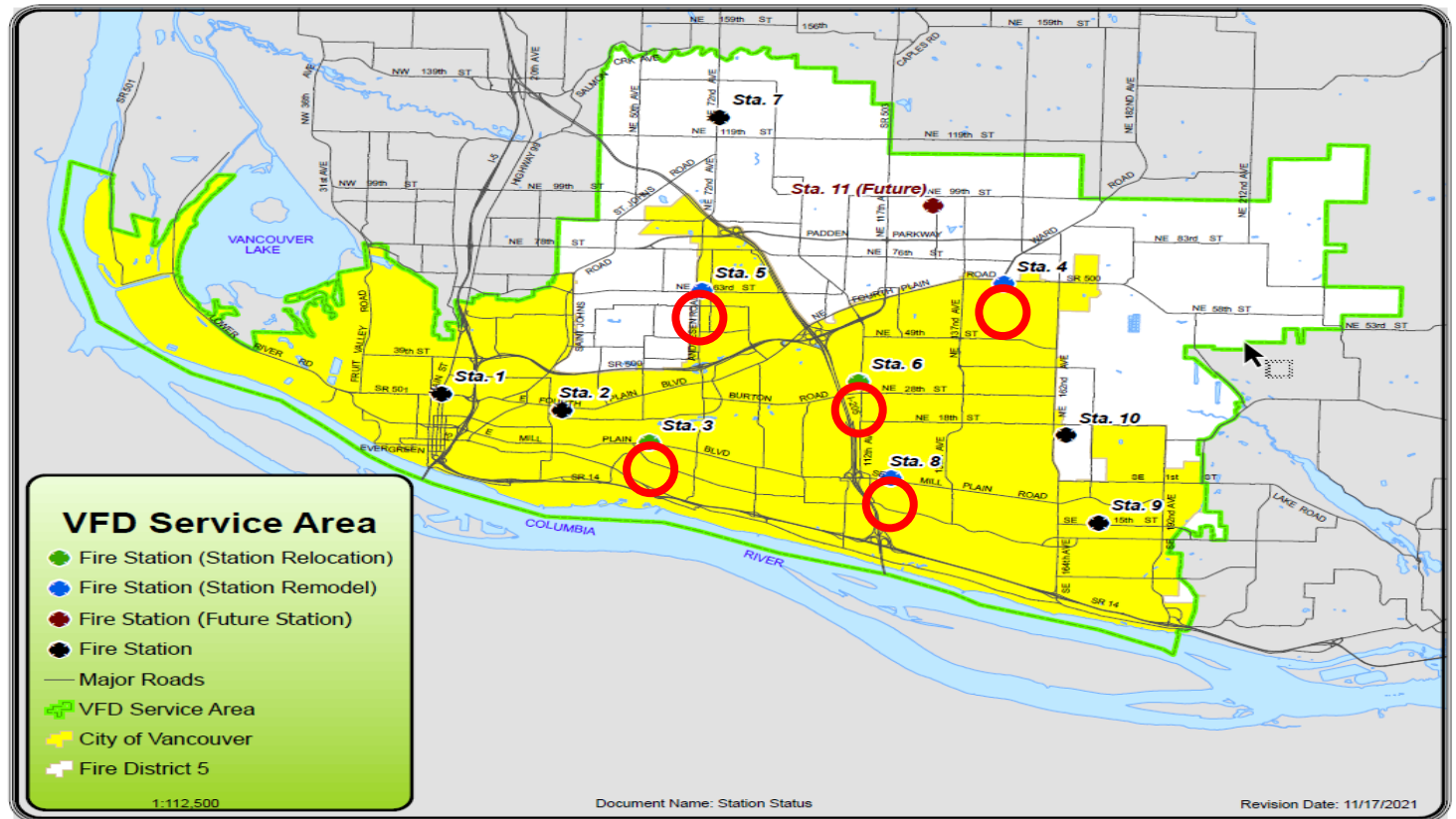
Operating

- Augment current staff capacity with 40 uniformed staff and 3 administrative/support
- Acquire, staff and deploy 1 new squad apparatus (for total of 3) and 1 new ladder truck apparatus; increase staffing to allow for 24/7 deployment of 2 existing squad apparatus
- Permanent staffing for Fire Station 11

Capital

- Retrofit Stations 4, 5 and 8 for resilience and energy efficiency
- Relocate and replace stations 3 and 6

Map of Station Improvements



Summary of Service and Resiliency Package

Entity	Operating and Related Capital (Annual Cost)	Capital Resiliency (total one-time cost)
City	\$10 mil/yr.	\$46 mil
FD 5	\$2.8 mil/yr.	\$14 mil
TOTAL COST	\$12.8 mil/yr.	\$60 mil total

Property Tax Observations

- Projected General Fund (GF) levy rate in 2022 is \$1.8/1,000 assessed value (AV) due to growing assessed valuation of the City
- Projected Affordable Housing Fund (AHF) levy rate in 2022 – additional \$0.2/\$1,000 AV
- Total City AV is \$29.8 billion (2022).
- The City unlikely to trigger the cumulative \$5.90 local government levy limitation or the \$10/1,000 AV constitutional limit over the next 10 years

Council Direction from 11-08-2021

- Single Permanent Levy Lid Lift
 - Operating and Capital in one voted request
 - Several Scenarios for Capital
 - Assume \$60 mil levy (COV portion \$46 mil)
 - Assume pay-as-you-go
 - Options for different speed of capital investments

Property Tax Increase Tools

Operating:



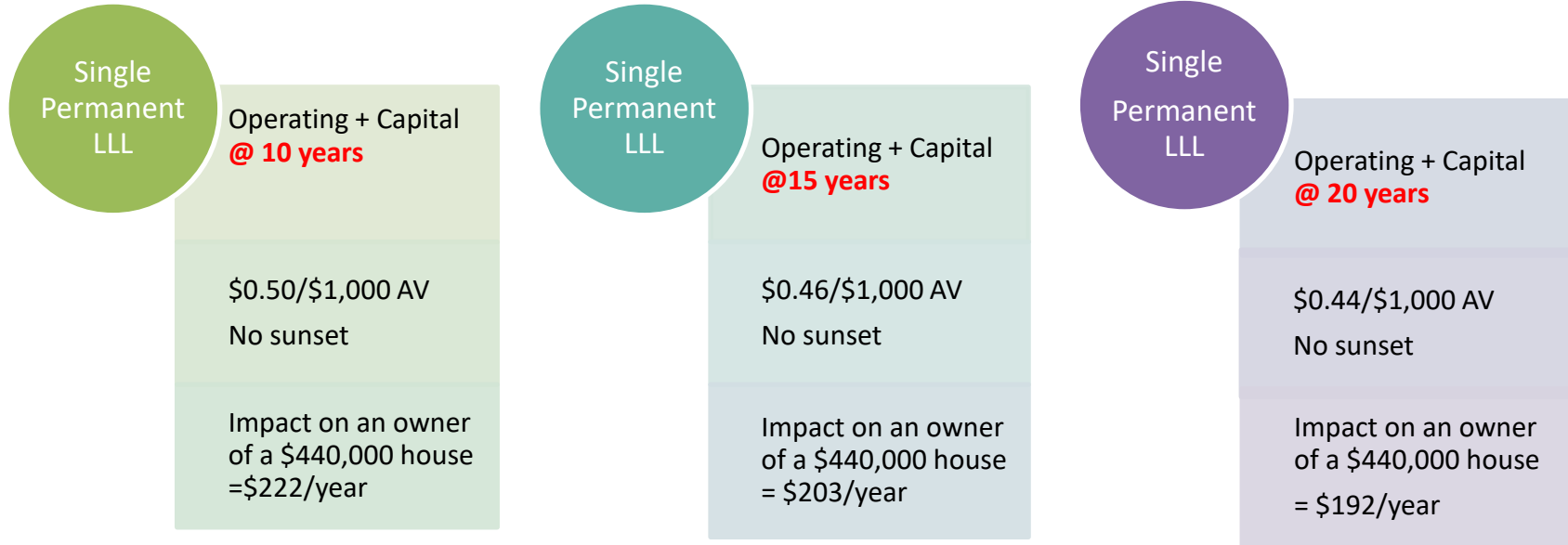
Capital:



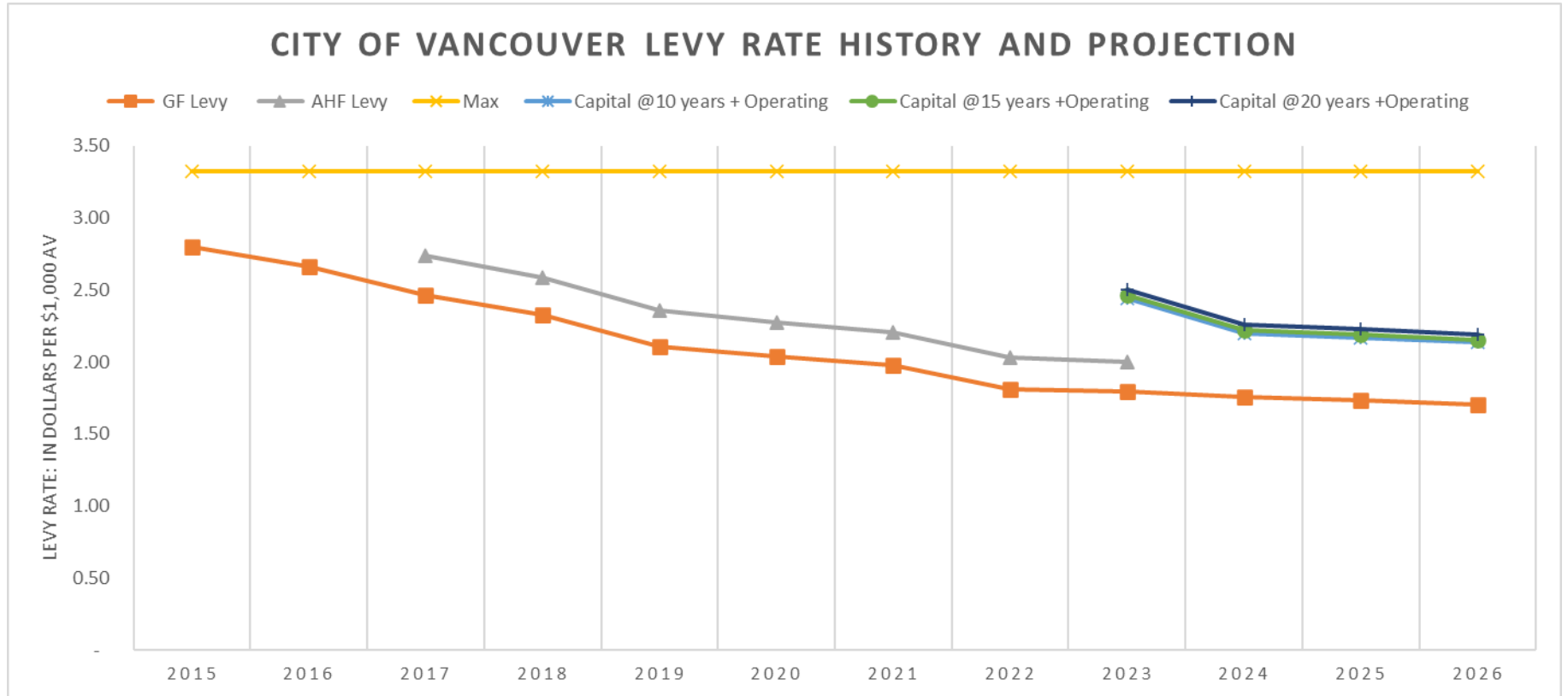
Single Increase
Permanent Levy
Lid Lift

Property Tax: Options for Consideration

Three Scenarios for Consideration:



Property Tax Levy Rates Projections



Potential ballot language: Single-Year

DRAFT Ballot Measure Text: Proposition No. 1 Permanent Levy Lid Lift for Fire Services and Emergency Facilities. The City Council of the City of Vancouver adopted Resolution No. _____. This proposition would fund hiring additional firefighters to improve response times and upgrade emergency response facilities, by increasing the City's regular property tax by \$_____/ \$1,000 assessed valuation for collection in 2023. Qualifying seniors, disabled veterans, and eligible others would be exempt, per RCW 84.36.

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Other Considerations

Other anticipated February ballot measures:

- Evergreen School District – 3-year replacement levy

Other potential 2022 ballot measures:

- Fire District #5 (coordinated with City of Vancouver)

Next Steps

- Develop recommended ballot language
- Council Resolution of intent
- Determine Election timing in 2022
 - If February 2002, Ballot Resolution required by December 6, 2021

Discussion and Direction



VANCOUVER
CITY HALL

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- Natasha.Ramras@cityofvancouver.us

Parks, Recreation & Cultural Services

Comprehensive Plan Update 2022 – 2031



November 22, 2021
Vancouver City Council Workshop

Dave Perlick, Interim Director
Monica Tubberville, Senior Planner

Why the Comprehensive Plan Matters



The Parks, Recreation & Cultural Services Comprehensive Plan is an opportunity to renew our vision to reflect the kind of community we want to be. It provides space to dream about what could be and ensures good stewardship of what we already have.

Comprehensive Plan Scope



- Update required Park Plan elements for **grant eligibility** through RCO and **compliance with GMA**
- Ensure proposed amendments are consistent with the **Vancouver Comprehensive Plan, Strategic Plan** and all other laws and policies.
- Implement an extensive **public outreach plan** to ensure community input is guiding goals and priorities.

Plan Components Reviewed by Council to Date

- ✓ Maintain current Park & Natural Area Standards
- ✓ Expanded Level of Service metrics updated to include equity and park quality analyses to better inform future priorities
- ✓ Adjustments to Park Inventory:
 - Add public elementary school field acres at 46% based on daylight hours
 - Park Reclassifications
- ✓ New Urban Center Park Classifications for high density land use areas
- ✓ Revised Park Improvement Levels to support innovation and park need

PRAC & Planning Commission Actions

✓ Parks Recreation Advisory Commission

- October 20th
- Unanimous recommendation for adoption

✓ Planning Commission

- November 9th
- Unanimous recommendation for adoption



Park Plan Elements to Review Today



- ❑ Revised Vision, Mission, DEI Statements
- ❑ Community Goals & Objectives
- ❑ 10-year Capital Facilities Plan
- ❑ Definition of the Planning Area

Vision, Mission & DEI Statement



The addition of Cultural Services to the department's portfolio provides the opportunity to update our Vision and Mission statements.

Using community feedback, a wide-ranging group of staff worked on these updates, including a new Diversity, Equity (DEI) and Inclusion statement.

Draft Vision Statement

A photograph of a paved walking path along a waterfront. Five people are walking towards the camera. From left to right: a woman in a patterned jacket, a man in a dark jacket, a woman in a white jacket walking a small black dog, and a woman in a red jacket walking a small white dog. The path is bordered by a stone wall on the left and a body of water on the right. In the background, there are hills and a few sailboats on the water under an overcast sky.

Vancouver Parks, Recreation & Cultural Services will ensure access to programs and public spaces that cultivate healthy connections between neighbors and nature.

We will do this by being responsible stewards of public resources, engaging community members, removing barriers to access and fulfilling unmet needs.

Draft Mission Statement

Parks, recreation opportunities, natural areas, and public spaces for art and culture are critical components of community health, wellness and quality of life.

Vancouver Parks, Recreation & Cultural Services creates community through our people, programs, events, facilities, parks, natural areas and public spaces. We strive to provide inclusive and equitable access for the diverse communities we serve.

Draft DEI Statement

Parks, Recreation & Cultural Services celebrates Vancouver's diversity with programs, services and community assets that empower all people to play, learn and grow. We do this by creating community informed programs and services that reflect the people we serve. We provide equitable access to natural areas and public spaces for arts and culture so all people can thrive.

We believe diversity fuels innovation, so we're building an inclusive culture where difference is valued. We hire staff, develop teams and cultivate leadership to create an environment where everyone, from any background, can be successful. Our employees and volunteers support this work with adaptability and resiliency.

Community Goals 1-4



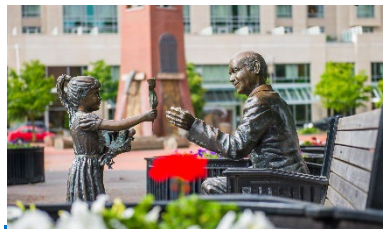
GOAL 1

Provide safe and equitable access to parks, natural areas, and public arts and culture spaces.



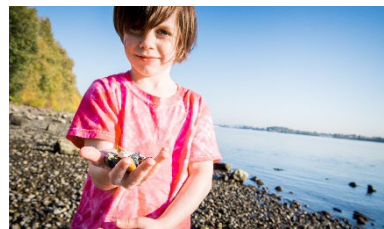
GOAL 2

Provide an interconnected park system that supports alternate transportation, public health, recreation and environmental stewardship.



GOAL 3

Preserve Vancouver's historic and cultural heritage.



GOAL 4

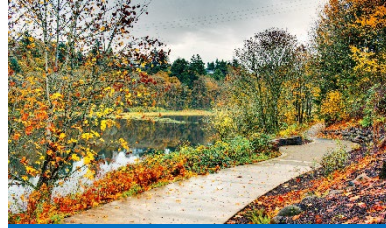
Expand Level of Service and Equity Gap Analysis to inform and guide project and funding opportunities and priorities.

Community Goals 5-8



GOAL 5

Update Park Improvement Level definitions to include innovative approaches that meet the needs of a growing and diversifying community.



GOAL 6

Maintain and enhance parks, trails, natural areas, culture and heritage spaces, recreation facilities and community assets to meet identified standards.



GOAL 7

Establish and meet goals outlined in the departmental program areas: Recreation, Cultural Services, Special Events, Urban Youth, & Volunteers



GOAL 8

Reflect the community through creative public engagement, collaborative planning and culturally responsive communication.

Capital Facilities Plan

- The Capital Facilities Plan (CFP) outlines proposed capital projects for a 10-year period
- Projects must be identified on the CFP to be eligible for PIF and grant projects
- Must provide enough flexibility to facilitate unexpected needs and opportunities
- Projects will move forward only when available funding is identified and approved through the budget process



Capital Facilities Plan

The CFP guides project priorities for available funding:

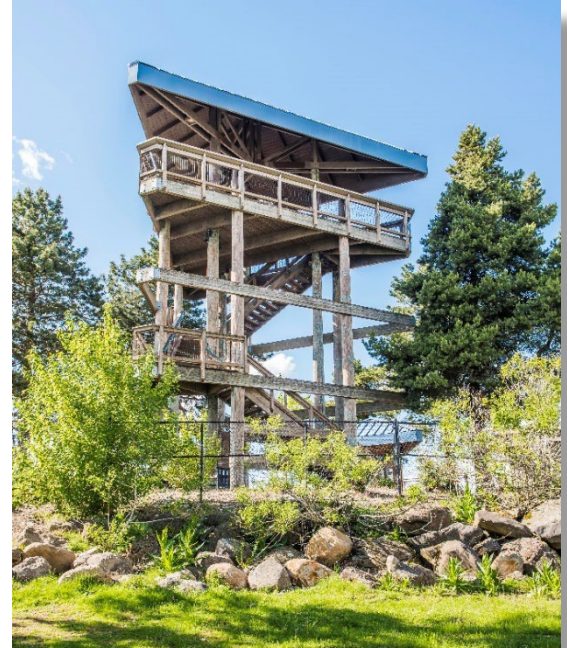
- Includes projects identified as priority needs through the park standards, equity and quality LOS analysis, and
- Capital Repairs and Replacement to reinvest for an equitable and sustainable park system

CAPITAL FACILITIES PLAN SUMMARY

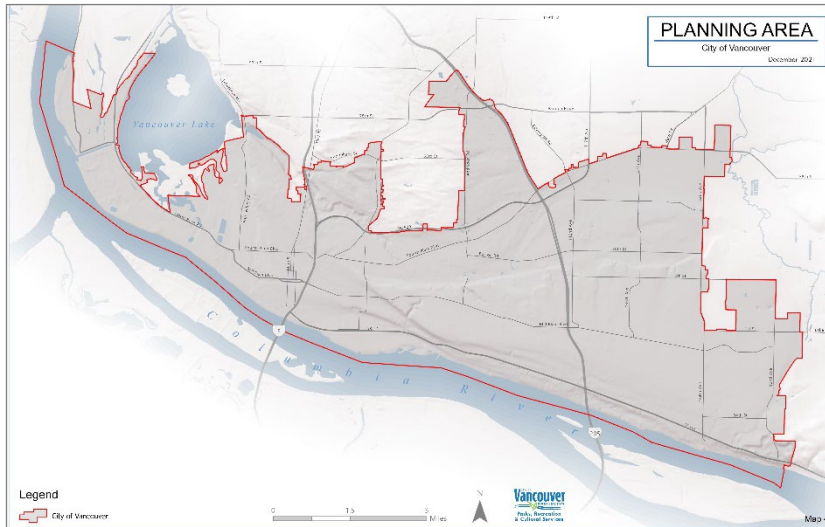
Project Name	Uninflated Local Cost
Project Type	
Park Acquisition	31,862,340
Park Development	115,096,800
Park Improvements	4,896,000
Capital Repairs, Planning, Trails	7,263,000
Special Facility Devel. & Imp.	3,333,000
GRAND TOTAL	162,451,140

Capital Facilities Plan

- Analysis tools introduced in this plan allow a strategic approach to ensure **an equitable and sustainable system**
- A significant **funding shortfall** exists to meet projected need
- Additional funding will be necessary to supplement PIF and General Fund
- **Potential funding sources** to meet the funding gap:
 - Ballot Measure / Bond or Levy
 - Additional REET allocation
 - Updated PIF program
 - Grants
 - American Rescue Plan Act (ARPA)



Revised Planning Area



- When the 2014 Plan was adopted the city-county interlocal was still in effect, therefore the planning area encompassed the entire county.
- 2016 PIF Technical Document redefined the planning area as the incorporated area
- 2022 Park Plan update will formally amend the planning area to be the City of Vancouver

Questions & Discussion

- ✓ Parks, Recreation & Cultural Services Vision, Mission, and DEI Statements
- ✓ Community Goals & Objectives
- ✓ 10-year Capital Facilities Plan
- ✓ Amendment of the planning area for consistency with City limits



Comprehensive Plan Review Wrap-Up

- Maintain current Park & Natural Area Standards
- Support Expanded Level of Service Criteria
- Added public elementary school field acres at 46% Neighborhood Park equivalence
- Seven park reclassifications
- Urban Center Park Classifications
- Revised Park Improvement Levels
- Vision, Mission & DEI Statement
- Community Goals and Objectives
- Capital Facilities Plan
- Definition of Planning Area



Next Steps Toward Plan Adoption

- ✓ SEPA comment & appeal periods expired
No comments to date
- ✓ City Council - First Reading; Dec. 13
- ✓ City Council - Final Action; Dec. 20





Questions & Final Motion



Dave Perlick, Interim Director
Monica Tubberville, Senior Planner

End of Presentation



Staff Report 171-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 11/22/2021

SUBJECT 2021 Resurfacing Project, construction acceptance and release of retainage bond

Key Points

- The City maintains approximately 1,900 lane miles of streets in its system.
- The City's annual resurfacing and preventive maintenance contracts are the primary way that our streets get curb-to-curb rehabilitation work completed.
- Lakeside Industries, Inc., of Vancouver, Washington, was awarded the contract for the 2021 Resurfacing Project in May 2021, began work in mid-June 2021, and was physically complete in September 2021.
- The project had a 4% apprenticeship goal, which the contractor exceeded.

Strategic Plan Alignment

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

Present Situation

Lakeside Industries, Inc., of Vancouver, Washington, has satisfactorily completed the subject improvements in accordance with the plans and specifications. The original construction contract bid amount was \$2,520,734.23. Final construction costs were \$2,575,572.18, an increase of approximately 2% from original bid amount. The increase in costs were due to an aggregation of minor bid item overruns and not significantly attributable to any one item.

This project had a minimum apprenticeship goal of 4% of the utilized labor hours for this project, which corresponded to 262 labor hours required. The contractor exceeded this goal by delivering a total of 974 apprenticeship labor hours for the project, yielding a percentage of approximately 13% of the total hours used.

Advantage(s)

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

Disadvantage(s)

None

Budget Impact

This project was funded through the Pavement Management Program, which has sufficient funds budgeted to cover the additional costs.

Prior Council Review

Award of construction contract for the 2021 Resurfacing project on May 10, 2021 (Staff Report 069-21).

Action Requested

On November 22, 2021, accept the 2021 Resurfacing Project as constructed by Lakeside Industries, Inc., of Vancouver, Washington, and authorize release of the retainage bond on file, subject to receipt of all documentation required by law.

Nicollette Roth, Civil Engineer, 360-487-7763



Staff Report 172-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 11/22/2021

SUBJECT 2021 West Curb Ramps Project, construction acceptance and release of retainage bond

Key Points

- This project upgraded 90 existing curb ramps and 6 raised sidewalk crossings to meet current ADA standards. Upgrades to the existing ramps were prompted by the City's annual preservation and resurfacing projects.
- Advanced Excavating Specialists, LLC, of Longview, WA, was awarded and began work for the 2021 West Curb Ramps Project in March 2021 and were physically complete in October 2021.
- Final construction costs for the project are \$933,180.64.
- This project was funded by the Pavement Management Program in the Street Fund.
- The project had a 3% apprenticeship goal, which the contractor met.

Strategic Plan Alignment

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

Present Situation

Advanced Excavating Specialists, LLC, of Longview, WA, has satisfactorily completed the subject improvements in accordance with the contract plans and specifications. The original contract bid amount was \$875,442.00. Change orders and quantity adjustments increased the contract amount by 6.6% to \$933,180.64. This increase can be significantly attributed to quantity overruns for the total flagging hours and total asphalt tonnage required to complete the project as well as a contract change order to install brick pavers on curb ramps located downtown.

There was an apprenticeship requirement of 3% for this project. To fulfill the apprenticeship requirements the contractor needed a minimum of 216.7 delivered apprenticeship hours. The contractor successfully met the apprenticeship goal by delivering a total of 1055.7 apprenticeship

hours for the project, yielding an actual apprenticeship utilization rate of 15%.

Advantage(s)

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

Disadvantage(s)

None

Budget Impact

This project was funded by the Pavement Management Program in the Streets Fund.

Prior Council Review

Award of construction contract for the 2021 West Curb Ramps Project in March 2021 (Staff Report 043-21).

Action Requested

On November 22, 2021, accept the 2021 West Curb Ramps Project as constructed by Advanced Excavating Specialists, LLC, of Longview, Washington, and authorize release of the retainage bond subject to receipt of all documentation required by law.

Bailey Smithline, Associate Civil Engineer, 360-487-7791



Staff Report 173-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 11/22/2021

SUBJECT 2020 East Curb Ramps, construction acceptance and release of retainage bond

Key Points

- The project constructed 55 curb ramps in accordance with the Americans with Disabilities Act (ADA).
- Advanced Excavating Specialists of Longview, Washington, was awarded the contract for construction in February 2020. Construction began in May 2020 and was physically complete in November 2020.
- Final construction costs for the project are \$443,711.49.
- There was no apprenticeship goal for this project because the bid amount was below the \$500,000.00 minimum threshold for establishing an apprenticeship goal.

Strategic Plan Alignment

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

Present Situation

The project constructed 55 ADA curb ramps.

The original construction contract bid amount was \$442,300.00. Minor quantity adjustments during construction increased the contract amount by 0.3% to \$443,711.49. Advanced Excavating Specialists of Longview, Washington, has satisfactorily completed the subject improvements in accordance with the plans and specifications. Due to an oversight by City staff, the project tracking system did not generate a reminder to complete a staff report, and the error was not noticed until this month. The City's project-tracking database has since been enhanced to make it more error-proof. The delay did not affect the Contractor's own closeout procedures in any way.

Advantage(s)

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

Disadvantage(s)

None

Budget Impact

This project was funded through the Pavement Management Program in the Street Fund.

Prior Council Review

The City Council awarded the construction contract February 24, 2020.

Action Requested

On November 22, 2021, accept the 2020 East Curb Ramps Project as constructed by Advanced Excavating Specialists of Longview, Washington, and authorize release of the retainage bond, subject to receipt of all documentation required by law.

Charles Fell, Senior Civil Engineer, 360-487-7790



Staff Report 174-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 11/22/2021

SUBJECT Bid Award for Water Tower 7 Internal Coating Project

Key Points

- Water Tower 7 is essential to the City's water system in providing safe, clean drinking water.
- This project provides a new coating system on the tank's interior.
- Two (2) bids were received and HCl Industrial and Marine Coatings (HCl) has been determined to be the lowest responsive and responsible bidder.
- HCl anticipates exceeding the City's apprenticeship utilization goal of 3%.

Strategic Plan Alignment

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

Present Situation

Water Station 7 is a 3.7-acre site located adjacent to Evergreen Memorial Cemetery at 11595 NE 16th St. Water Station 7 has been used for both water production and elevated water storage since the City purchased the property. The existing water tower was built in 1968 and holds up to 1 million gallons of water. Combined with elevated water storage towers at Water Stations 5 and 6, the Water Station 7 tower provides northeast Vancouver with hydraulic pressure for drinking water and fire protection.

This project provides a new internal coating to replace the current Tower 7 internal coating that was applied in 1984. The exterior coating was replaced in 2012 and continues to perform well. The typical life expectancy of coating on a steel water tank like Water Tower 7 is approximately 30 years for both the internal and external coating.

On November 2, 2021, the City received two (2) bids for the subject project. The bids are as follows:

SUMMARY OF RESPONSIVE BIDS	
BIDDER	AMOUNT
HCI Industrial and Marine Coatings, Brush Prairie, WA	\$481,197.50
Long Painting, Kent, WA	\$953,206.14
<i>Engineers' Estimate with tax</i>	<i>\$550,000.00</i>

HCI has completed projects of similar size and scope in the past and has met the requested supplemental responsible bidder criteria.

Although the bid came in below \$500,000, setting a formal apprenticeship utilization requirement for a project is based upon the engineer's estimate established before bids are received per current policy. In this case the engineer's estimate of \$550,000 was over \$500,000 threshold, so the project carries a 3% apprenticeship utilization requirement. The contractor acknowledges the City's desire for Apprenticeship Utilization on this project and is anticipating exceeding the 3%goal.

Advantage(s)

1. Provides a new, Water Tower 7 interior coating.
2. Increases water storage structure longevity by protecting the steel material with multiple layered coatings.

Disadvantage(s)

None

Budget Impact

The funds for this project are budgeted in the Water Fund, 2021-2022 Capital Budget.

Prior Council Review

Project approved in the 2021 - 2022 Water Capital Improvement Budget

Action Requested

On November 22, 2021, award a construction contract for the Water Tower 7 Internal Coating project to the lowest responsive and responsible bidder, HCI Industrial and Marine Coatings of Brush Prairie, WA, at their bid price of \$481,197.50, which includes Washington State sales tax; and authorize the City Manager or designee to execute a contract with HCI Industrial and Marine Coatings for the same.

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

ATTACHMENTS:

- ▯ Contract



CONTRACT # _____
ITB #21-32: WS7 Tower Internal Coating

THIS CONTRACT is entered into by and between the City of Vancouver, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City," and HCI Industrial & Marine Coatings, Inc., hereinafter referred to as "Contractor," whose address is PO BOX 1573, Brush Prairie, WA 98606, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for WS7 Tower Internal Coating. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 21-32 and all addenda thereto, Contractor's bid to said ITB, the Project Plans and Special Provisions, and City Council's approval on _____ per Staff Report No. _____; and

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

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

This contract provides for the improvement of an existing, 1.0 million gallon, elevated drinking water storage tank. The improvements are exclusive to an interior coating blast and recoat. Any required steel repairs or patching will be performed as needed, and all other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications, hereafter referred to as "Work."

The water tank must return to operation by April 15, 2022.

The work under the contract shall be fully completed within 130 calendar days of the Notice to Proceed. Moreover, the Water Tower can be out of service for no longer than 110 calendar days during the project execution.

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

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

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
 4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
 5. If applicable, have:
 - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. An elevator contractor license, if required by Chapter 70.87 RCW.
 6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
- 5. DELINQUENT STATE TAXES:** The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- 6. COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does include 8.5% Washington State Sales Tax (if applicable) \$481,197.50 .

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

- 7. CONTRACTOR'S INSURANCE:** The Contractor agrees to procure insurance coverage as required below:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
IV. Pollution Legal Liability	
Each Claim	\$3,000,000
Annual Aggregate	\$6,000,000
V. Builders Risk	
Builder's "All Risk" Property Insurance	Contract Value
a. Coverage to include personal property of others in the care, custody and control of the contractor. Coverage should be written for 100% of the completed value.	
b. For additions or repairs of existing building structures, coverage to include contractor's interest in improvements, repairs, additions, alterations to completed buildings and subject to items described in "a".	

8. **CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.
9. **DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt

to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or the alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute is not resolved through mediation, it shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04A RCW. The Parties agree to pay their own attorneys' fees and expenses.

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

11. PAYMENT OF LABOR: The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. 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 prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded more than six months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

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

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

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

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

Industries online system on a monthly basis. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

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

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

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

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

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

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

- 17. AUTHORIZATION AND COMPLIANCE WITH THE LAW:** The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.
- 18. RELATION OF PARTIES:** The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of City; shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.
- 19. JURISDICTION/VENUE:** In the event that any litigation should arise concerning the construction or interpretation of the terms and/or conditions of this Contract, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Clark. This Contract shall be governed by the law of the State of Washington.
- 20. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Contract, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 21. ASSIGNMENT:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.
- 22. TERMINATION FOR CONVENIENCE:** The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

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

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

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

- 24. 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.
- 25. WAIVER AND REMEDIES:** City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
- 26. ENTIRETY OF CONTRACT:** This Contract incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Contract. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Contract.
- 27. USE OF CITY'S NAME:** Contractor may not use any of City's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.
- 28. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:** During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation, and benefits, including apprenticeship.
- 29. BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.
- 30. RATIFICATION:** Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.
- 31. INCORPORATED CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts listed in this section below, which are incorporated by this reference as if fully as set forth herein. Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
1. Amendments to the Contract,
 2. This Contract,
 3. Addenda to the Solicitation,

4. The Solicitation,
5. Contractor's Proposal,
6. Technical Specifications,
7. EJCDC Supplemental,
8. Standard General Conditions – EJCDC,
9. Contract Plan Set,
10. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
11. General Conditions for Facility Construction,
12. City of Vancouver Standard Plans,
13. WSDOT Amendments to the WSDOT Standard Specifications,
14. WSDOT Standard Specifications,
13. WSDOT Standard Plans.

32. NOTICES: Whenever in this written Contract written notices are to be given or made, they may be sent by certified mail to the following people at the addresses as shown herein unless a different address is designated in writing or delivered to the respective party hereto.

Anna Vogel
City of Vancouver
415 W 6th St.
PO Box 1995
Vancouver WA 98668-1995

Joseph R Cornelius
HCI Industrial & Marine Coatings Inc.
PO Box 1573
Brush Prairie, WA 98606

By signing below, Contractor accepts the terms and conditions of this Contract and specifically acknowledges and agrees that the provisions contained herein have been mutually negotiated by the Parties.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
HCI Industrial & Marine Coatings Inc.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



Staff Report 175-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 11/22/2021

SUBJECT Commute Trip Reduction Program 2021-2023 Contract

Key Points

- Entering into an agreement with the Washington State Department of Transportation will authorize the City of Vancouver to receive state grant funds to cover the costs of the regional CTR administration and program costs for the 2021-2023 Commute Trip Reduction.
- The City of Vancouver will provide program management and oversight of the CTR program for Vancouver, Clark County (those portions lying within the unincorporated Vancouver UGA), Camas and Washougal

Strategic Plan Alignment

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

Present Situation

In 2006, the Washington Legislature passed the Commute Trip Reduction (CTR) Efficiency Act, requiring local governments in identified urban areas with traffic congestion to develop programs that reduce the drive-alone trips and vehicle miles traveled per capita. The CTR Efficiency Act amended the 1991, Commute Trip Reduction Law, codified as §70.94.521-.551 RCW. Biannually, the State Legislature allocates grant funds to support local CTR activities. Since 2005, the City of Vancouver, Clark County and the cities of Camas and Washougal, have developed an intergovernmental agreement establishing a regional work plan and assignment of administration responsibilities for the CTR program.

The City of Vancouver provides program management and oversight of the CTR program for Vancouver, Clark County (those portions lying within the unincorporated Vancouver UGA), Camas and Washougal. Through this program, the City will provide direct services to a total of approximately 55 affected participating worksites (100 + employees that report to work between 6 am – 9 pm).

As part of the 2021 Legislative session, the CTR program was authorized for funding for the 2021-2022 biennium with a projected funding for the 2022-2023 biennium. These funds are distributed on a formula basis through the Washington State Department of Transportation, Office of Public Transportation and Commute Options. In this case, the City of Vancouver will be the primary contracting agency for the Vancouver, Camas and Washougal urban growth areas. Council approval is requested to enter into an agreement with the Washington State Department of Transportation that authorizes the City of Vancouver to receive state grant funds which cover the costs of the regional CTR administration and program costs for the 2021-2023 Commute Trip Reduction (CTR) program.

Advantage(s)

1. The agreement provides funds that have the potential of being used as a match for future City of Vancouver Transportation Demand Management applications.
2. The agreement allows the City to have more influence in the administration of the regional CTR program.

Disadvantage(s)

1. Failure to sign the agreement would limit the City's funding from \$204,011 to \$144,651 biannually for administering the CTR program for the City's approximate 39 out of the 53 CTR affected worksites
2. Failure to sign the agreement would reduce the City's influence in the implementation of the regional CTR program.

Budget Impact

Expenditures anticipated in conjunction with receipt of this grant will be included in the supplemental appropriation in early 2022. There is no anticipated local match. Costs associated with this program are reimbursed by the CTR grant funding allotment.

Prior Council Review

None

Action Requested

Authorize the City Manager or his designee to sign the Transportation Demand Implementation Agreement with the Washington Department of Transportation (PTD0436).

Jennifer Campos, Principal Transportation Planner, 360-487-7728

ATTACHMENTS:

- ▣ PTD0436, Transportation Demand Implementation Agreement
- ▣ 2019-2023 CTR Work Plan



**Washington State
Department of Transportation**

Public Transportation Division
310 Maple Park Avenue S.E.
P.O. Box 47387
Olympia, WA 98504-7387

WSDOT Contact: Matthew Cramer 360-905-2152

matthew.cramer@wsdot.wa.gov

Transportation Demand Management Implementation Agreement			
Agreement Number	PTD0436	Contractor:	City of Vancouver
Term of Project	July 1, 2021 through June 30, 2023		
UPIN	PTTD010		PO Box 9810
Vendor #	SW00084890 0	Contact:	Vancouver, WA 98666-9810 Jennifer Campos 360-487-7733

THIS AGREEMENT, entered into by the Washington State Department of Transportation, hereinafter "WSDOT," and the Contractor identified above, hereinafter the "CONTRACTOR," individually the "PARTY" and collectively the "PARTIES."

WHEREAS, RCW 70.94.521 through RCW 70.94.555 establishes the state's leadership role, and the requirements and parameters to reduce traffic congestion, fuel use, and air pollution through commute trip reduction programs, including transportation demand management programs for growth and transportation efficiency centers ("GTEC") in Washington State; and

WHEREAS, the State of Washington in its Sessions Laws of 2021, Chapter 333 Section 220 authorizes funding for Public Transportation Programs and other special proviso funding as identified in the budget through its 2021-2023 biennial appropriations to WSDOT; and

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

SCOPE OF WORK AND BUDGET

Scope of Work: The CONTRACTOR agrees to provide Transportation Demand Management (TDM) services, primarily used to support local Commute Trip Reduction (CTR) programs associated with the Statewide Commute Trip Reduction Program, including: 1) Development and submission of an Administrative Work Plan by the end of the first quarter of this AGREEMENT that must be approved by WSDOT in writing; 2) Implementation of the strategies and production of the deliverables outlined in the WSDOT-approved Administrative Work Plan in order to implement a CTR program; and 3) Provision of emergency ride home services for state emergency ride home services for state agency employees that participate in the CTR program. The Administrative Work Plan shall be incorporated as an amendment to this AGREEMENT.

Funds	Current Funds	Projected Funds	Total Current & Projected Funds
Commute Trip Reduction	\$ 204,011		\$ 204,011
Total Project Cost	\$ 204,011	\$ -	\$ 204,011

Budget: Current Funds reflect total funding appropriated by the Washington State Legislature for the Project in the 2021-2023 biennium.

Section 1

Purpose of Agreement

A. The purpose of this AGREEMENT is for WSDOT to provide funding to the CONTRACTOR to be used solely for activities undertaken to fulfill the requirements of RCW 70.94.521 through RCW 70.94.555, hereinafter known as the "Project."

B. If this AGREEMENT is used as match for any other related projects with federal funds, in addition to the requirements of Sections 1 through 30 of this AGREEMENT, the CONTRACTOR must assume full responsibility for complying with all federal rules and regulations consistent with the requirements imposed by use of the federal funds on any such related project(s), including but not limited to Title 23 of the U.S. Code, Highways, as applicable, the regulations issued pursuant thereto, 2 CFR Part 200, and 2 CFR Part 1201. The CONTRACTOR must also assume full responsibility for compliance with Federal Highway Administration's (FHWA) Required Contract Provisions Federal-Aid Construction Contracts, FHWA 1273, which may be found here, <https://www.fhwa.dot.gov/construction/cqit/form1273.cfm>, and any amendments/revisions thereto; and/or the Federal Transit Administration Master Agreement 23, which may be found here, <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>.

Section 2

Scope of Work

The CONTRACTOR agrees to perform all designated tasks of the Project under this AGREEMENT as described in "Scope of Work and Budget".

Section 3

Term of Project

The CONTRACTOR shall commence, perform and complete the Project within the time defined in the caption space header above titled "Term of Project" of this AGREEMENT regardless of the date of execution of this AGREEMENT, unless terminated as provided herein. The caption space header above entitled "Term of Project" and all caption space headers above are by this reference incorporated into this AGREEMENT as if fully set forth herein.

Section 4

Project Costs

The total reimbursable cost to accomplish the Project shall not exceed the "Current Funds" detailed in the "Scope of Work and Budget". The CONTRACTOR agrees to expend eligible "State Funds" together with any "Contractor Funds" identified above in the "Scope of Work and Budget" table. If at any time the CONTRACTOR becomes aware that the cost that it expects to incur in the performance of this AGREEMENT will differ from the amount indicated in the "Scope of Work and Budget" table above, the CONTRACTOR shall notify WSDOT in writing within thirty (30) business days of making that determination.

Section 5

Reimbursement and Payment

A. Payment will be made by WSDOT on a reimbursable basis for actual costs and expenditures incurred, while performing eligible direct and related indirect Project work during the Project period. Payment is subject to the submission to and approval by WSDOT of properly prepared invoices that substantiate the costs and expenses submitted by CONTRACTOR for reimbursement. Failure to send in progress reports and financial information as required in Section 11 –Reports may delay payment. The CONTRACTOR shall submit an invoice detailing and supporting the costs incurred. Such invoices may be submitted no more than once per month and no less than once per year, during the course of this AGREEMENT. If approved by WSDOT, properly prepared invoices shall be paid by WSDOT within thirty (30) days of receipt of the invoice.

B. **State Fiscal Year End Closure Requirement (RCW 43.88):** The CONTRACTOR shall submit an invoice for completed work in the same state fiscal period in which the work was performed. As defined in RCW 43.88, the state fiscal period starts on July 1 and ends on June 30 the following year. Reimbursement requests must be received by July 15 of each state fiscal period. If the CONTRACTOR is unable to provide an invoice by this date, the CONTRACTOR shall provide an estimate of the expenses to be billed so WSDOT may accrue the expenditures in the proper fiscal period. Any subsequent reimbursement request submitted will be limited to the amount accrued as set forth in this section. Any payment request received after the timeframe prescribed above will not be eligible for reimbursement.

Section 6

Administrative Work Plan

The CONTRACTOR agrees to submit to WSDOT an administrative work plan by the end of the first quarter of this agreement or when the CONTRACTOR submits its first invoice, whichever is sooner. The administrative work plan will include the following elements:

A. The work plan shall identify the deliverables, schedule, expected outcomes, performance measures and strategies associated with this AGREEMENT and other strategies as defined in the approved and locally adopted CTR or GTEC plans. These plans may include, but are not limited to, recruiting new employer worksites, reviewing employer programs and providing site-specific suggestions for improved CTR performance, administering surveys, reviewing program exemption requests, providing employer training, providing incentives, performing promotion and marketing, and providing emergency ride home and other commuter services.

B. The administrative work plan may be amended based on mutual written agreement between the WSDOT Project Manager and the CONTRACTOR.

Section 7

Survey Coordination

The CONTRACTOR agrees to coordinate with WSDOT and its contracting partners for Commute Trip Reduction employer surveys.

Section 8

Planning Data

The CONTRACTOR agrees to provide WSDOT with updated program goals for affected worksites and jurisdictions as requested. These updates shall be submitted electronically in a format specified by WSDOT. WSDOT may request worksite TDM plans for review.

Section 9

Database Updates

The CONTRACTOR agrees to provide WSDOT and the CONTRACTOR's contracting partners with updated lists of affected or participating worksites, employee transportation coordinators, and jurisdiction contacts, as requested. These updates will be submitted in a format specified by WSDOT.

Section 10

Use of State Funds for Incentives

The CONTRACTOR agrees to use State funds provided as part of this AGREEMENT in accordance with incentives guidance that WSDOT shall provide to the CONTRACTOR.

Section 11

Reports

The CONTRACTOR shall prepare and submit quarterly, annual, and final progress reports pursuant to this agreement and as prescribed in WSDOT's Transportation Demand Implementation Agreement Guidebook or as requested by WSDOT. Due to Legislative and WSDOT reporting requirements, any required quarterly progress reports shall be submitted for

the duration of the AGREEMENT period regardless of whether the underlying funding sources have been exhausted. Post-grant annual performance reporting may also be required as prescribed in the aforementioned guidebook.

Section 12

Funding Distribution

The CONTRACTOR may distribute funds to local jurisdictions to include counties, cities, transit agencies, Transportation Management Associations, and Metropolitan Planning Organizations or other eligible organizations authorized to enter into agreements for the purposes of implementing CTR and/or GTEC, plans as applicable, and as authorized by RCW 70.94.544, and by ordinances adopted pursuant to RCW 70.94.527(5).

Section 13

Implementation Plans

The CONTRACTOR shall incorporate appropriate sections of the "Scope of Work and Budget" and incentives guidance, as well as the approved administrative work plan, in all agreements with eligible contracting partner(s), as necessary, to coordinate the development, implementation, and administration of such CTR and/or GTEC plans, and in compliance with applicable ordinances.

Section 14

Coordination with Regional Transportation Planning Organizations (RTPO)

The CONTRACTOR shall coordinate the development and implementation of its CTR and/or GTEC plan and programs with the applicable regional transportation planning organization (RTPO). The CONTRACTOR agrees to notify the RTPO of any substantial changes to its plans and programs that could impact the success of the regional CTR plan. The CONTRACTOR agrees to provide information about the progress of its CTR and/or GTEC plan and programs to the RTPO upon request.

Section 15

Project Records

The CONTRACTOR agrees to establish and maintain accounts for the Project in order to sufficiently and properly reflect all eligible direct and related indirect Project costs incurred in the performance of this AGREEMENT. Such accounts are referred to herein collectively as the "Project Account." All costs claimed against the Project Account must be supported by properly executed payrolls, time records, invoices, contracts, and payment vouchers evidencing in sufficient detail the nature and propriety of the costs claimed.

Section 16

Audits, Inspections, and Records Retention

WSDOT, the State Auditor, and any of their representatives, shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of the CONTRACTOR's records with respect to all matters covered by this AGREEMENT. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, and other matters covered by this AGREEMENT. In order to facilitate any audits and inspections, the CONTRACTOR shall retain all documents, papers, accounting records, and other materials pertaining to this AGREEMENT for six (6) years from the date of completion of the Project or the Project final payment date. However, in case of audit or litigation extending past that six (6) years period, then the CONTRACTOR must retain all records until the audit or litigation is completed. The CONTRACTOR shall be responsible to assure that the CONTRACTOR and any subcontractors of CONTRACTOR comply with the provisions of this section and provide, WSDOT, the State Auditor, and any of their representatives, access to such records within the scope of this AGREEMENT.

Section 17

Agreement Modifications

A. Either PARTY may request changes to this AGREEMENT, including changes in the Scope of Project. Such changes that are mutually agreed upon shall be incorporated as written amendments to this AGREEMENT. No variation or alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by authorized representatives of the PARTIES hereto, provided, however, that changes to the project title, UPIN, the contact person of either PARTY, or dollar amount changes that do not affect the project total cost, will not require a written amendment, but will be approved and documented by WSDOT through an administrative revision. WSDOT shall notify the CONTRACTOR of the revision in writing.

B. If an increase in funding by the funding source augments the CONTRACTOR's allocation of funding under this AGREEMENT, the CONTRACTOR and WSDOT agree to enter into an amendment to this AGREEMENT, providing for an appropriate change in the Scope of Project and/or the Project Cost in order to reflect any such increase in funding.

C. If a reduction of funding by the funding source reduces the CONTRACTOR's allocation of funding under this AGREEMENT, the CONTRACTOR and WSDOT agree to enter into an amendment to this AGREEMENT providing for an appropriate change in the Scope of Project and/or the Project Cost in order to reflect any such reduction of funding.

Section 18

Recapture Provision

In the event that the CONTRACTOR fails to expend State Funds in accordance with state law and/or the provisions of this AGREEMENT, WSDOT reserves the right to recapture State Funds in an amount equivalent to the extent of noncompliance. The CONTRACTOR agrees to repay such State Funds under this recapture provision within thirty (30) days of demand.

Section 19

Disputes

A. If the PARTIES cannot resolve by mutual agreement, a dispute arising from the performance of this AGREEMENT the CONTRACTOR may submit a written detailed description of the dispute to the WSDOT Public Transportation Division's Statewide Transportation Demand Management Programs Manager or the WSDOT Public Transportation Statewide Transportation Demand Management Programs Manager's designee who will issue a written decision within ten calendar (10) days of receipt of the written description of the dispute. This decision shall be final and conclusive unless within ten calendar (10) days from the date of CONTRACTOR's receipt of WSDOT's written decision, the CONTRACTOR mails or otherwise furnishes a written appeal to the Director of the Public Transportation Division or the Director's designee. In connection with any such appeal the CONTRACTOR shall be afforded an opportunity to offer material in support of its position. The CONTRACTOR's appeal shall be decided in writing within thirty (30) days of receipt of the appeal by the Director of the Public Transportation Division or the Director's designee. The decision shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

B. **Performance During Dispute.** Unless otherwise directed by WSDOT, the CONTRACTOR shall continue performance under this AGREEMENT while matters in dispute are being resolved.

Section 20 Termination

A. Termination for Convenience. WSDOT and/or the CONTRACTOR may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the other PARTY. WSDOT and the CONTRACTOR shall agree upon the AGREEMENT termination provisions including but not limited to the settlement terms, conditions, and in the case of partial termination the portion to be terminated. Written notification must set forth the reasons for such termination, the effective date, and in case of a partial termination the portion to be terminated. However, if, in the case of partial termination, WSDOT determines that the remaining portion of the award will not accomplish the purposes for which the award was made, WSDOT may terminate the award in its entirety. The PARTIES may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:

1. The requisite funding becomes unavailable through failure of appropriation or otherwise;
2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
3. The CONTRACTOR is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;
4. The CONTRACTOR is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the CONTRACTOR; or
5. The State Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of financial assistance for the Project;
6. In the case of termination for convenience under subsections A.1-5 above, WSDOT shall reimburse the CONTRACTOR for all costs payable under this AGREEMENT that the CONTRACTOR properly incurred prior to termination. The CONTRACTOR shall promptly submit its claim for reimbursement to WSDOT. If the CONTRACTOR has any property in its possession belonging to WSDOT, the CONTRACTOR will account for the same, and dispose of it in the manner WSDOT directs.

B. Termination for Default. WSDOT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the CONTRACTOR, if the CONTRACTOR materially breaches or fails to perform any of the requirements of this AGREEMENT, including:

1. Takes any action pertaining to this AGREEMENT without the approval of WSDOT, which under the procedures of this AGREEMENT would have required the approval of WSDOT;
2. Jeopardizes its ability to perform pursuant to this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the CONTRACTOR operates;
3. Fails to make reasonable progress on the Project or other violation of this AGREEMENT that endangers substantial performance of the Project; or
4. Fails to perform in the manner called for in this AGREEMENT or fails, to comply with, or is in violation of, any provision of this AGREEMENT. WSDOT shall serve a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default hereunder. If it is later determined by WSDOT that the CONTRACTOR had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the CONTRACTOR, such as a strike, fire or flood, WSDOT may: (a) allow the CONTRACTOR to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.

C. WSDOT, in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) business days, or such longer period as determined by WSDOT, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the CONTRACTOR fails to remedy to WSDOT's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, WSDOT shall have the right to terminate this AGREEMENT without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude WSDOT from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

D. In the event that WSDOT elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this AGREEMENT, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.

E. Any termination of the AGREEMENT, whether for convenience or for default, that requires the AGREEMENT to be terminated or discontinued before the specified end date set forth in the caption header, "Term of Project", shall require WSDOT to amend the AGREEMENT to reflect the termination date and reason for termination.

Section 21

Forbearance by WSDOT Not a Waiver

Any forbearance by WSDOT in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

Section 22

Waiver

In no event shall any WSDOT payment of grant funds to the CONTRACTOR constitute or be construed as a waiver by WSDOT of any CONTRACTOR breach, or default, and shall in no way impair or prejudice any right or remedy available to WSDOT with respect to any breach or default. In no event shall acceptance of any WSDOT payment of grant funds by the CONTRACTOR constitute or be construed as a waiver by CONTRACTOR of any WSDOT breach, or default which shall in no way impair or prejudice any right or remedy available to CONTRACTOR with respect to any breach or default.

Section 23

WSDOT Advice

The CONTRACTOR bears complete responsibility for the administration and success of the work as it is defined in this AGREEMENT and any amendments thereto. Although the CONTRACTOR may seek the advice of WSDOT, the offering of WSDOT advice shall not modify the CONTRACTOR's rights and obligations under this AGREEMENT and WSDOT shall not be held liable for any advice offered to the CONTRACTOR.

Section 24

Limitation of Liability and Indemnification

A. The CONTRACTOR shall indemnify and hold harmless WSDOT, its agents, employees, and officers and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT arising out of, in connection with or incident to this AGREEMENT and/or the CONTRACTOR's performance or failure to perform any aspect of this AGREEMENT. This indemnity provision applies to all claims against WSDOT, its agents, employees and officers arising out of, in connection with or incident to the acts or omissions of the CONTRACTOR, its agents, employees and officers. Provided, however, that nothing herein shall require the CONTRACTOR to indemnify and hold harmless or defend the

WSDOT, its agents, employees or officers to the extent that claims are caused by the acts or omissions of the WSDOT, its agents, employees or officers. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.

B. The CONTRACTOR shall be deemed an independent contractor for all purposes, and the employees of the CONTRACTOR or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.

C. The CONTRACTOR specifically assumes potential liability for actions brought by CONTRACTOR's employees and/or subcontractors and solely for the purposes of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the State Industrial Insurance Law, Title 51 Revised Code of Washington.

D. In the event either the CONTRACTOR or WSDOT incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs and expenses shall be recoverable by the prevailing PARTY.

Section 25

Governing Law, Venue, and Process

This AGREEMENT shall be construed and enforced in accordance with, and the validity and performance thereof shall be governed by the laws of the State of Washington. In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County.

Section 26

Compliance with Laws and Regulations

The CONTRACTOR agrees to abide by all applicable State laws and regulations, including, but not limited to those concerning employment, equal opportunity employment, nondiscrimination assurances, Project record keeping necessary to evidence AGREEMENT compliance, and retention of all such records. The CONTRACTOR will adhere to all of the nondiscrimination provisions in Chapter 49.60 RCW. The CONTRACTOR will also comply with the Americans with Disabilities Act of 1990 (ADA), Public Law 101-336, including any amendments thereto which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment public accommodations, state and local government services and telecommunication.

Section 27

Severability

If any covenant or provision of this AGREEMENT shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or part thereof, that in itself is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this AGREEMENT. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

Section 28

Counterparts

This AGREEMENT may be executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONTRACTOR does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements and their supporting materials contained and/or mentioned in such executed counterpart, and does hereby accept State Funds and agrees to all of the terms and conditions thereof.

**Section 29
Execution**

This AGREEMENT is executed by the Director of the Public Transportation Division, State of Washington, Department of Transportation, or the Director's designee, not as an individual incurring personal obligation and liability, but solely by, for, and on behalf of the State of Washington, Department of Transportation, in his/her capacity as Director of the Public Transportation Division.

**Section 30
Binding Agreement**

The undersigned acknowledges that they are authorized to execute the AGREEMENT and bind their respective agency(ies) and/or entity(ies) to the obligations set forth herein.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year last signed below.

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

CONTRACTOR

Brian Lagerberg, Director
Public Transportation Division

Authorized Representative

Title

Print Name

Date

Date

COMMUTE TRIP REDUCTION WORK PLAN

For the Interlocal Agreement
covering the
2019-2023 Biennium
July 1, 2019 - June 30, 2023

COMMUTE TRIP REDUCTION WORK PLAN

I. Introduction

The purpose of this work plan is to establish commute trip reduction (CTR) task descriptions and responsibilities, and associated budgets for each public agency party to the Interlocal Agreement, effective July 1, 2019 - June 30, 2023, between the City of Vancouver, Clark County, City of Camas and City of Washougal.

The work plan is divided into four sections: Introduction, Agency Task Descriptions and Responsibilities, Major Goals and Budget.

II. Agency Task Descriptions and Responsibilities

City of Vancouver:

TASK	PURPOSE/GOAL
Employee Transportation Coordinator Networking Meetings	To keep ETC's updated with current information, motivated and trained. Attendance goal – 80%.
Plan regional Transportation Demand Management (TDM) promotional campaigns that will include CTR participating worksites and provide the messaging and content for the campaign promotional materials.	Keep the employees at the CTR participating worksites aware of the benefits of alternative commute options and current campaigns to encourage trying an alternative commute
Identify and notify worksites that may be affected by the CTR law	Employer worksites with 100+ employees that work between 6-9AM are required by law to participate in the CTR program. The CTR Jurisdiction representatives are to contact those worksites to verify its status and notify the employer if it is a CTR affected worksite.
Conduct ETC Basic Training workshops at least once/year. More workshops will be added if the need exists.	Fulfill the WSDOT requirement to provide ETC Basic Training using the ETC Handbook template provided by WSDOT
Administer the regional Emergency Ride Home (ERH) program	The ERH program provides “peace of mind insurance” to employees to help them overcome the barrier of not having a car accessible at work in the event of an emergency. The local ordinances require CTR employer worksites to offer an ERH program to its employees participating in the CTR program. The current budget supports the CTR program providing an ERH program.
Participate in CTR employer benefit and transportation fairs	The CTR program is committed to supporting the worksite efforts to increase employee participation in CTR by staffing CTR information booths at employer sponsored events. ETC's are encouraged to include the CTR program at the employer sponsored events.
Administer the SW Washington regional TDM Website, GetThereSWWashington.org	Perform routine reviews assuring content, links, etc. are current. Recruit Traveler Spotlight participants featuring regional citizens who utilize non-drive alone travel modes. Update users of

	campaigns, etc.
Oversee the bi-annual employee survey process	The CTR office will coordinate with WSDOT to oversee the CTR employee survey process, making sure 100% of the CTR affected worksites comply with the CTR survey requirement. The next survey is scheduled for Spring, 2021.
Provide technical guidance and support to worksite employers in developing, implementing and/or modifying an employer's CTR program. Oversee the CTR worksite annual reporting process	Provide the training and program materials necessary for CTR affected worksites to submit a CTR Annual Program Report. This includes review of the report and recommendation to the worksites that may increase non-drive alone commutes by the employees. Once reviewed, the CTR Program Report will be submitted to the appropriate CTR Jurisdiction representative for final approval.
Submit a four-year work plan to WSDOT which outlines the major tasks and activities including, but not limited to, employer training and networking activities, employer program review, survey activities, and advertising and promotional campaigns.	Submitted with first Quarterly billing of new four-year contract on or about October following the signing of the WSDOT Transportation Demand Implementation Agreement.
Serve as a liaison between WSDOT CTR office, Clark County, City of Vancouver, City of Camas, and City of Washougal	Fulfill obligation in RCW 70.94.521.551
Coordinate with SW Washington Region Transportation Council (RTC) regarding update of CTR regional plans	Per WSDOT direction, the region's current CTR Plan is going to be implemented for four more years.
Submit invoice to WSDOT on WSDOT approved invoice format along with progress reports, in the format provided in Attachment 1 of the State CTR Contract that accurately assesses the progress made by the county and affected jurisdictions in implementing RCW 70.94.521.551.	Submitted within forty-five (45) days of the end of each six month period. The final progress report filed will discuss lessons learned, challenges and barriers.

All Parties to this Agreement (as appropriate)

- A. Meet as needed with the Commute Trip Reduction Steering Group which is made up of Clark County, the City of Vancouver, the City of Camas, City of Washougal and other city jurisdictional representatives if applicable.
- B. Maintain and administer a CTR ordinance and local CTR plans for affected employers in their respective jurisdictions.
- C. Provide WSDOT with a public hearing notice and copies of any proposed amendments to the CTR ordinance, local CTR plans, and/or administrative guidelines within the first week of the public review period and final copies of all actions within one (1) month of adoption.
- D. Establish and maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred solely for the performance of this Agreement. To facilitate the administration of the work described in this agreement, separate accounts shall be established and maintained within the existing accounting system or independently set up. Such accounts are referred to herein collectively as the "CTR Account". All costs charged to the CTR Account, including any approved services contributed by the jurisdictions or others, shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or products, proving in proper detail, the nature and propriety of the charges.
- E. Maintain an appeals process. This process must be consistent with RCW 70.94.534(6) and procedures contained in the Commute Trip Reduction Task Force Guidelines whereby employers in the local jurisdictions may obtain an exemption or modification of CTR requirements, including the establishment of alternative SOV/VMT goals. The county, affected jurisdictions, or their designee, will submit requests for exemptions or modifications including requests for goal modifications, to the WSDOT for review and comment within five (5) days of receiving such requests. The county, affected jurisdictions, or their designee, shall not approve or deny any such request until receiving comment on the request as specified by the Clark County/WSDOT CTR Agreement under WSDOT Task, Section 2 Exemption and Modifications.

Washington State Department of Transportation, SW Region

- A. Washington State Department of Transportation is not a formal signatory to the interlocal Agreement. It has, however, provided support for commute trip reduction activities over the past fourteen years. It has assisted with training, surveying, developing marketing materials, and has led the effort to make Clark County's CTR program a successful county-wide effort. The Washington State Department of Transportation will be encouraged to continue its involvement and provide its expertise for local commute trip reduction efforts.

III. Major Goals

GOAL	PLAN
Increase carpool and vanpool rates by 2% from 2007 baseline of 7.85% carpool rate to 9.85% (or 516 or more new daily carpool trips – actual numbers vary based on total number of employees surveying, if carpooling decreased since baseline, etc.) by 2023.	• Encourage CTR affected worksites to host carpool matching event at the worksite • CTR staff will provide support, materials and subsidy rewards (from TRPP Performance fund) to encourage drive alone commuters to shift to carpool commute • Encourage C-TRAN Vanpool program to attend CTR network meetings to promote and explain vanpool formation for the region • Utilize GetThereSWWashington to promote carpooling through monthly reward drawings
Increase bicycle commute rates by 2% from 2007 baseline of 1.23% bicycle rate to 2.23% (or 310 or more new daily bicycle trips – actual numbers vary based on total number of employees surveying, if carpooling decreased since baseline, etc. Note this is an exceptionally high goal given national average is 0.6% commuters bike to work.) by 2023.	• Utilize GetThereSWWashington to promote cycling through monthly reward drawings • Implement Bike Commuting campaigns and other activities to support and encourage bicycling as a commute option
Coordinate regional transportation partners (C-TRAN, SW-WSDOT, RTC, CTR Jurisdictions) to provide input for the statewide WSDOT CTR planning and advance practical solutions in SW Washington	• Attend WSDOT TDM Technical Committee meetings as needed • Provide comments and suggestions representative of the SW region as appropriate
Increase vanpool participation	• Increase coordination with C-TRAN's vanpool program coordinator to increase awareness and vanpool formation opportunities
Increase awareness of the advantage of using non-drive alone trip options by increasing network opportunities and coordinated efforts with community organizations particularly leading up to and during the I5 Bridge Trunnion Project in the Fall of 2020.	• Promote community transportation options to CTR employer worksites • Reach out to non-traditional CTR target audiences, such as churches, multi-family housing communities, etc. to educate about transportation options
Integrate CTR program with the City of Vancouver's Destination Downtown program	• Work with the Destination Downtown Coordinator to promote alternative transportation modes for the downtown businesses • Consider impact on parking and ways to address parking demand
Participate and support in local planning efforts to increase awareness about TDM	• Participate in technical advisory committee meetings, coordination meetings, etc. on • Provide comments and suggestions representative of the SW region as appropriate

IV. Budget

There is a total of \$408,022 for 2019-2023 with \$204,011 for the current 2019-2021 biennium and \$204,011 Projected funds (subject to the appropriation by the Washington State Legislature for the 2021-2023 biennium). The projected budget allocation is outlined below:

FUND ALLOCATION

Project/Task	2019-2023 Budget	2021-2023 Budget
Program Administration/Implementation	\$199,071	\$199,071
Emergency Ride Home Program	\$ 750	\$ 750
Mailroom Charge	\$ 300	\$ 300
PC ER&R	\$ 3,890	\$ 3,890
Biennium Total	\$204,011	\$204,011



Staff Report 176-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 11/22/2021

SUBJECT Resolution re: City Manager Contracting Authority

Key Points

- Provide standing authority to City Manager or designee to execute agreements in which the only financial consideration is an agreement to indemnify and hold harmless.
- Enable the City Manager to initiate legal action to enforce any contract the Council already authorized the City Manager to execute.
- Align City Manager's authority to execute settlement agreements with the authority granted by Council for the past 11 years in purchasing and public works contracts.

Strategic Plan Alignment

N/A

Present Situation

In 2010, the Council passed Ordinance M-3960, which enabled procurement contracts of three hundred thousand dollars (\$300,000) or less to be approved by the City Manager or City Manager's designee. As reflected in the accompanying staff report, the purpose of the revision was "[t]o provide for more streamlined and timely purchasing procedures and methods by increasing purchasing limits necessary for Council review." This revision has enabled the City to provide services to residents far more efficiently, while still retaining direct Council oversight for larger purchases or projects in excess of \$300,000. However, the City Manager has not been granted similar authority for many contracts, including settlement agreements and those contracts in which the City utilizes property for purposes of police and fire training and there is no financial consideration given other than a promise to hold the property owner harmless for any injuries or damages. The present resolution aligns the City Manager's authority in those situations to the same authority possessed by virtue of Council's 2010 Ordinance modifying procurement procedures. In so doing, Council is asked to repeal conflicting provisions in its earlier resolution (M-3836 (2014)) addressing settlement authority.

Advantage(s)

1. Enables the City to timely, efficiently, and expeditiously enter into agreements in which the City conveys no financial consideration
2. Enables the City to timely, efficiently, and expeditiously enforce its contractual rights for any agreement the Council previously authorized
3. Promotes efficient resolution of claims of moderate value and reduces the need to meet in Executive Session to discuss pending claims, thus expediting the City's ability to resolve more routine claims and/or litigation.
4. Council retains power and obligation to oversee and approve settlement of claims of a higher value.

Disadvantage(s)

None

Budget Impact

None

Prior Council Review

None

Action Requested

Adopt a resolution pertaining to the City Manager's authority to enter into agreements, initiate legal proceedings to enforce terms of contracts, and settle claims.

Dan Lloyd, Assistant City Attorney, 360-487-8500

ATTACHMENTS:

- Resolution

Date of Meeting: 11/22/2021

RESOLUTION NO. _____

A RESOLUTION relating to the City Manager's authority to enter into agreements; the city's policy and procedure on initiating, handling and settling claims and lawsuits; delegating authority to settle claims and lawsuits within certain thresholds; and repealing Resolution M-3837 and Policy 310-02.

WHEREAS, the City of Vancouver is a first class charter city duly organized under the laws of the State of Washington, with the power under RCW 35.21.010(1) to sue and be sued; and

WHEREAS, pursuant to Section 2.05 of the City Charter, "the determination of all matters of policy ... are vested in the Council"; and

WHEREAS, the City often enters into agreements in which the City promises to indemnify the contracting party in consideration for a benefit given to the City; and

WHEREAS, it is more efficient to delegate authority to the City Manager and/or the City Manager's designee the authority to enter into such agreements in which the only term affecting finances is a promise to defend or indemnify the contracting party; and

WHEREAS, Section 2.05 of the City Charter vests the Council with the power to "approve before payment, all bills, invoices and other evidences of claims, demands, or charges against the city government"; and

WHEREAS, for the past 11 years the City Manager or designee has authority to enter into purchasing or public works contracts in the amount of \$300,000 or less; and

RESOLUTION - 1

WHEREAS, the Council has determined that is in the best interests of the City and its citizens resolution of claims and lawsuits filed by and against the City would be handled more efficiently and expeditiously if the City Manager's settlement authority aligned with the aforementioned authority to enter into purchasing and public works contracts; and

WHEREAS, the delegations of authority provided in Policy 310-02 and Resolution M-3837 (2014) as to initiating, settling, and resolving lawsuits has become outdated and should be revised and replaced by the City Council to better reflect the realities of claims handling as they exist today; and

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The City Manager and/or the City Manager's designee, if the City Manager so chooses, is delegated standing authority to enter into any written agreement in which the City obtains a benefit and the only term affecting the City's finances is a promise to defend, indemnify, and/or hold harmless the contracting party in consideration for the benefit conferred on the City. This section includes, but is not limited to, agreements for the use of property for police and/or fire training in exchange for a promise to defend, indemnify, and/or hold harmless the contracting party.

Section 2. The City Manager is delegated standing authority to initiate any legal proceedings to enforce the terms of any contract that Council has authorized the City Manager to execute.

Section 3. The City Manager is delegated standing authority to settle any claim or lawsuit, including third-party and workers' compensation claims, whether initiated by the City or against the City or the City's officials, employees, or volunteers, in which the City Manager

RESOLUTION - 2

believes settlement is in the City's best interests, in which the amount of the settlement is not more than \$300,000. The City Manager may delegate any or all of this authority to a designee of the City Manager's choosing either on a one time or standing basis. Council approval of payment of any funds for settlement of any claim or lawsuit at or below \$300,000 shall be done when claims vouchers are approved. For settlement authority above \$300,000, the city manager and the city attorney shall meet with city council in executive session on or in advance of the meeting at which final settlement approval is sought. Other members of staff, as requested by the city manager and/or city attorney, may assist in providing information to city council during executive session. Final approval of any settlement above \$300,000 shall be done in an open public meeting by the city council as a separate agenda item, and may occur on consent agenda. Nothing herein applies to lawsuits brought against the City in which the plaintiff seeks exclusively declaratory, injunctive, and/or equitable relief. The authority to settle those disputes remains exclusively with the Council.

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RESOLUTION - 3

Section 4. This resolution takes effect immediately upon passage, and shall apply to any claim or litigation pending on or after the date of passage. To the extent inconsistent with the terms outlined herein and/or other provisions of the Vancouver Municipal Code, Resolution M-3837 and Policy 310-02 are hereby repealed.

ADOPTED at regular session of the Council of the City of Vancouver, this _____ day of November, 2021.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan J. Young, City Attorney

RESOLUTION - 4



Staff Report 177-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 11/22/2021
12/6/2021

SUBJECT Fall 2021 Title 20 Zoning Code Map and Text Corrections

Key Points

- Corrections and other changes to the Vancouver zoning code and map involving little or no policy implications are annually identified by staff and brought forward for adoption
- The Planning Commission voted unanimously on October 12, 2021, to recommend approval of fall 2021 zoning changes consisting of one map change and ten text changes. No public comments were received.
- An additional text change, a correction to a cross reference in SEPA policies, was identified by the City Council at an October 25, 2021 Workshop.

Strategic Plan Alignment

N/A

Present Situation

The proposed corrections to the Title 20 Zoning Code and map are being brought forward for Council consideration:

- Change the VMC 20.450-2 map of the Vancouver Lake Greenway Overlay District. Exclude 50-acre parcel 986028822 which should have been excluded from the Overlay District when its underlying zoning designation was changed to IL in 2007, and add nearby 39-acre parcel 985026887, which should have been included when annexed to the City of Vancouver in 2009. See October 25 Council workshop staff report (attached) for more detail.
- Change VMC Title 20 zoning code text as follows:

Code Section	Change
1. Fees (20.180.050)	Change Consumer Price Index reference to Seattle/Tacoma/Bellevue because Portland Metro CPI no longer tracked by the federal government

2. Application vesting (20.210.110)	Change “permit application” to “land use application” reflecting current code terminology
3. County to City map designation conversion table for annexation (20.230.030-1)	Update to reflect latest County Comprehensive Plan and zoning designation titles
4. Final Plat Application (20.320.050)	Change references to surveyors to be consistent with state law
5. Technical Standards for subdivisions (20.320.070)	Eliminate reference to septic systems, which is not allowed for land divisions
6. Minimum and Maximum Densities in single family zones (20.410.040)	Eliminate footnote reference to infill, which has its own standards
7. Uses in Industrial Zones (20.440.030)	Eliminate implied allowance for mixed use buildings in IL and OCI zone, which are not allowed by MX standards of VMC 20.430.060
8. Fences and walls, permits required (20.912.030)	Correct inaccurate cross reference
9. Fences and walls, Planned Unit Developments (20.912.070)	Clarify application of sound walls
10. Infill relationship to other standards (20.920.030)	Correct inaccurate cross reference
11. SEPA substantive authority (20.790.620)	Correct inaccurate cross reference

Advantage(s)

Corrects errors and updates terminology

Disadvantage(s)

None known

Budget Impact

No significant impacts anticipated

Prior Council Review

October 25, 2021 City Council workshop

Action Requested

On Monday, November 22, 2021, approve ordinance on first reading, setting date of second reading and public hearing for Monday, December 6, 2021.

Bryan Snodgrass, Principal Planner, 360-487-7946

ATTACHMENTS:

- ▣ Ordinance
- ▣ October 25, 2021 City Council workshop materials
- ▣ October 12, 2021 Planning Commission staff report

ATTACHMENT A - ORDINANCE

11/22/21

12/06/21

ORDINANCE NO. M_____

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver zoning map, and VMC 20.180, 20.230, 20.320, 20.410, 20.440, 20.450, 20.912; 20.920, and 20.790; providing for severability; and establishing an effective date.

WHEREAS, pursuant to the Growth Management Act the City Council has adopted a Comprehensive Plan for the City of Vancouver (Ordinance M-3994), and Title 20 zoning standards (last amended through Ordinance M-4034); and

WHEREAS, the Vancouver Planning Commission reviewed the proposed changes at a duly advertised work session on July 27, 2021, and duly advertised public hearing on October 12, 2021, and at that hearing voted to recommend approval of zoning text amendments described herein for adoption to the City Council; and

WHEREAS, the City Council conducted a duly advertised first reading of the proposed ordinance on November 22, 2021, and a public hearing on December 6, 2021, following which the Council agrees with the Planning Commission recommendations, and identified one additional zoning code text correction; and

WHEREAS, the cumulative environmental impacts of the proposed 2021 zoning changes have been reviewed and determined to be nonsignificant pursuant to the State Environmental Policy Act. Notices of Determinations of Nonsignificance (DNS) were issued on October 8, 2021 for the proposed zoning changes, and no SEPA comments or appeals were received; and

WHEREAS, the City Council finds and concludes that the proposed changes are

ORDINANCE - 1

consistent with the policies and provisions of the Comprehensive Plan that encourage orderly development within the community and the Growth Management Act pursuant to the requirements of Chapter 36.70A RCW; and

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings and Conclusions. The Planning Commission findings and conclusions as set forth in the staff report for the October 12, 2021 public hearing are hereby adopted as the City Council's findings of fact; and

Section 2. Zoning Map Amendment. The Vancouver Zoning Map, established as part of the Vancouver Comprehensive Plan 2011-2030, adopted through Ordinance M-3994, is amended to remove the Vancouver Lake Greenway District overlay zoning designation from parcel 986028822 and add the Vancouver Lake Greenway District overlay zoning designation to parcel 986026887. Vancouver Municipal Code Figure 20.450.030-2 is correspondingly amended to remove parcel 98602882 from its boundaries and to add parcel 986026887 to its boundaries.

Section 3. Zoning Code Text Changes.

A. VMC 20.180.150, which was adopted by Ordinance M-3643 and last amended by Ordinance M-4097, is amended as follows.

VMC 20.180.050 Revisions.

Development review fees. Effective January 1, 2010, and January 1st of each year thereafter, development review fees shall be adjusted by an amount equal to the percentage change in the Consumer Price Index for the ~~Portland-Salem, Oregon-Washington-Seattle-Tacoma-Bellevue~~ Metropolitan Area for Wage Earners and Clerical Workers (CPI-W) for the preceding year ending on June 30 prepared by the Department of Labor, Bureau of Labor Statistics or a replacement index applicable to the City of Vancouver. Each such newly adjusted fee shall be rounded to the nearest whole dollar with fifty ~~(\$.50)~~ cents (\$0.50) or more being rounded to the next higher dollar and forty-nine ~~(\$.49)~~ cents (\$0.49) or less to the lower dollar. Fees based on valuation, per head or device, per lineal foot or square foot and per section shall be excluded from rounding to

the nearest whole dollar. (Ord. M-4097 § 1, 11/03/2014; Ord. M-3895 § 2, 11/17/2008; Ord. M-3643, 01/26/2004)

A. Vested application. Type I, II, or III applications shall be considered under this chapter and the zoning, development and other land use control ordinances contained in the VMC, and any uncodified ordinances modifying the same, in effect on the date a fully complete application is filed with the city. For the purposes of this section, a vested application shall mean that the applicant is entitled to implement the development proposal described in the application, under the zoning, development and land use ordinances applied by the city in its review of the application without being subject to changes in development regulations subsequent to the submittal date except to the extent allowed by the city's police power to protect the public health, safety, and welfare.

Once an application is approved and if the approval contains a detailed description of the uses, including a detailed site plan drawn to scale, specifying the location of all buildings and improvements to be constructed in conjunction with the use(s), and such site plan is consistent with all laws and regulations in effect at the time the original application vested, then all permit land use applications in connection with the approved use(s) and/or site plan are vested to the laws and regulations in effect at the time of the vesting of the original permit application, until the land use approval expires.

C. VMC 20.230.030-1, which was adopted by Ordinance M-3643 and last amended by Ordinance M-3946, is amended as follows.

Table 20.230.030-1. Conversion of County Plan and Zone Designations to City Plan and Zone Designations

Clark County Comprehensive Plan Designation	Clark County Zone	City of Vancouver Zone Designation	City of Vancouver Comprehensive Plan Designation
Urban Low Density Residential	R1-20	R-2 or R-6 ¹	Urban Lower Density
	R1-10	R-4 or R-6 ¹	
	R1-7.5	R-6	
	R1-6	R-9	
	R1-5	R-9	
Urban Medium Density Residential	R-12	R-9 or R-18 ¹	Lower Density Residential or Higher Density Residential
	R-18	R-18	Urban Higher Density

Clark County Comprehensive Plan Designation	Clark County Zone	City of Vancouver Zone Designation	City of Vancouver Comprehensive Plan Designation
	R-22	R-22	
Urban High Density Residential	R-30	R-30	
	R-43	R-35	
Urban Medium Density Residential	OR-15	R-18 or OCI ¹	Higher Density Residential or Industrial
	OR-18	R-18 or OCI ¹	
	OR-22	R-22 or OCI ¹	
Urban High Density Residential	OR-30	R-30 or OCI ¹	
	OR-43	R-35 or OCI ¹	
Neighborhood Commercial <u>Commercial (C)</u>	C2 <u>NC</u>	CN or CC ¹	Commercial and Mixed Use
Community Commercial or General Commercial <u>Commercial (C)</u>	C3 <u>CC</u>	CC	
	C4 <u>CC</u>	CC or CG ¹	
General Commercial <u>Commercial (C)</u>	C4 <u>GC</u>	CG	
Mixed Use	MX	MX	
Employment Center <u>Industrial (I)</u>	OC	OCI	Industrial; Low Density; Residential, High Density Residential, Commercial Mixed Use, and Industrial designations are consistent with RGX zone
Employment Center <u>Industrial (I)</u>	BP	OCI or IL ¹	
Employment Center or Light Industrial	ML <u>IL</u>	IL or RGX	

Clark County Comprehensive Plan Designation	Clark County Zone	City of Vancouver Zone Designation	City of Vancouver Comprehensive Plan Designation
<u>Industrial (I)</u>			
Heavy Industrial	MH <u>IH</u>	IH	
Airport, Light Industrial, Heavy Industrial, or Public Facility	A	A, IL, IH, OC ¹	
All Categories – Except Mixed Use	U(niversity)	Any R zone, CC or CG (by CUP only) ¹	Public Facility
<u>Parks/ Open Space P/OS</u>	Parks/WL	OS /Park (<u>P</u>)	Open Space (applicable zone based on Development Code definitions and characteristics of property)
		OS /Greenway (<u>GW</u>)	
		OS /Natural Area (<u>NA</u>)	
Surface Mining Overlay	S	SM	Surface Mining Overlay
Airport Environs Overlay	AE-1, AE-2	Pick from existing designations & zones based on footnote 1 below	
Historic Preservation Overlay	Site Specific		
Interchange Area Overlay District	Plan-Based		

¹Final determination to be based on a comprehensive land use plan meeting the requirements of VMC 20.230.030.C, or written findings that address existing uses, abutting uses, zone purpose, zone location criteria, allowed uses, and identify a zone designation that would allow desired existing uses, approved uses, or in-process development plans to continue as conforming uses.

D. VMC 20.320.050, which was adopted by Ordinance M-3643 and last amended by Ordinance M-4179, is amended as follows.

VMC 20.320.050 Final Plat Application.

A. *Final plat application and fees.* A complete application, including all supplemental documentation and correct number of copies, shall be filed with the planning official along with all associated fees per Chapter 20.180 VMC.

B. *Proposed final plat.* The proposed final plat shall be prepared by a surveyor in accordance with the provisions of the Survey Recording Act (Chapter 18.90 RCW) as it now exists or hereafter amended. The plat shall consist of one or more pages of a size acceptable to the recording authority, and drawn to a minimum scale of one inch equals 50 feet. The drawing shall contain the following:

1. Date, north arrow and scale;
2. Name of subdivision and applicable project numbers;
3. Letter height must not be less than 0.08 inches;
4. Heavy dashed line around the exterior boundary;
5. All section, township, municipal and county lines lying within or adjacent to the subdivision;
6. Legend;
7. The location of all monuments or other evidence used as ties to establish the subdivision's boundaries, and all permanent monuments with linear dimension, including dimensions to every curb screw;
8. The boundary of the subdivision with complete bearings and linear distances;
9. The length and bearings of all straight lines and the radii, arcs and semi-tangents of all curves;
10. The length of all lot lines, together with bearings and other data necessary for the location of any lot line in the field;
11. Identification of areas to be dedicated or reserved clearly indicated with location, size and purpose. These may include rights-of-way width, public easements, private easements, specific utility easement and type, open space tracts, wetland, etc.;
12. Numbers assigned to all lots, indication of the acreage and/or square footage of each lot, and letters assigned to all blocks within the subdivision;
13. Surveyor's Certification on the face of the plat by a registered land surveyor:

~~I, _____, registered as a land surveyor by the state of Washington, certify that this plat is based on an actual survey of the land described herein, conducted by or under my supervision, during the period of _____ through _____; that the distances, courses and angles are shown thereon correctly, and that monuments other than those monuments approved for setting at a later date have been set and lot corners staked on the ground as depicted on the plat.~~

I, [insert printed name of licensed surveyor], registered as a land surveyor by the state of Washington, certify that this plat is based on an actual survey of the land described herein, conducted by me or under my supervision. That the distances, courses, and angles are shown hereon correctly, and that the monuments, other than the monuments approved for setting at a later date, have been set and lot corners staked on the ground as depicted on the plat.

Signature of Licensed Surveyor: _____ Date Signed: _____

Professional Land Surveyor No. _____ Sealed

14. Signature blocks for the following:

- a. Director of public works;
- b. Director of community and economic development;
- c. Clark County public health signature or a letter from public health is provided confirming completion of the public health's development review process;
- d. County assessor;
- e. Auditor's certification;
- f. ~~Surveyor's certification, with license number, signature, date and seal.~~

E. VMC 20.320.070, which was adopted by Ordinance M-3643 and last amended by Ordinance M-4179, is amended as follows.

VMC 20.320.070 Technical Standards. {for subdivisions}

A. Subdivision Layout and Required Improvements.

- 1. *Principles of acceptability.* The short subdivision or subdivision shall conform to the comprehensive plan. The short subdivision or subdivision shall conform to the requirements of the state law and to the standards established by this title.
 - a. *Street improvement standards.* All proposed streets and street improvements shall comply with the provisions of VMC Title 11 and approved transportation standards details on file with the public works department.

b. *Blocks.* The length, width and shape of blocks shall be designed with due regard to providing adequate building sites for the use contemplated; consideration of the needs for convenient access, circulation, control, safety of motor vehicular, bicycle and pedestrian traffic and recognition of limitations and opportunities of topography.

c. Blocks shall not exceed 1,300 feet in length between street lines, except blocks adjacent to arterial streets or unless a previous adjacent layout or topographical conditions justify variation. The recommended minimum distance between intersections of arterial streets is 1,800 feet. Minimum length of a block shall not be less than 180 feet.

d. Easements

1. *Utility lines.* Easements for sewers, drainage, water lines, electric lines or other public use utilities shall be provided. The size and location of the easement shall be reviewed and approved by the appropriate utility provider.

2. *Watercourses.* If a subdivision is traversed by a watercourse, such as a drainageway, channel or stream, there shall be provided a stormwater easement for the width of the watercourse plus 15 feet on each side of the watercourse. Streets or parkways parallel to a major watercourse may be required.

3. *Pedestrian/bicycle ways in and through residential subdivisions.* In blocks over 800 feet in length, a pedestrian/bicycle way with a minimum width of 16 feet shall be required through the middle of the block when required by the transportation manager for public convenience and safety; 12 feet of the 16-foot corridor shall be paved in a durable material. If unusual conditions require blocks longer than 1,200 feet in length, two pedestrian/bicycle ways shall be required. When required by the transportation manager for public convenience and safety, pedestrian ways shall be required to connect cul-de-sacs or to pass through unusually shaped lots.

e. *Flag lots.* Flag lots may be permitted, provided that the minimum width of the flag stem be 15 feet for a single lot and 20 feet for a shared flag access, and it is in compliance with fire access standards contained in VMC 16.04.150. No more than four lots may be accessed from a single flag stem. A private maintenance agreement shall be recorded for driveways which serve more than one lot.

f. *Lot side lines.* Side lines, as far as practical, shall run at right angles to the street on which the lot faces.

g. *Lot frontage.* With the exception of flag lots, all lots shall abut on a public or private street with a minimum frontage of not less than 20 feet.

h. *Parks and playgrounds.* The review authority shall see that appropriate provision is made for parks and playgrounds to serve the proposed subdivision.

i. *Narrow Lot Land Divisions.* Land divisions which contain one or more residential lots having a width or less than 40 feet shall meet the development standards of VMC 20.927.040.

j. *Existing trees.* All subdivision developments shall comply with the tree and vegetation management provisions contained in Chapter 20.770 VMC, Tree, Vegetation and Soil Conservation.

2. *Procedure for installation.* In addition to other requirements, improvements installed by the developer of the short subdivision or subdivision, either as a requirement of these regulations or at his own option, shall conform to the requirements of this title and improvement standards, specifications, inspections and procedures as set forth by the city and administered by the department of public works and community and economic development department, and shall be installed in accordance with the following procedures:

a. Public work shall not commence until civil engineering plans, prepared in accordance with the requirements of the city, have been approved by the city: all required permits have been obtained and a pre-construction conference has been conducted. Public work shall not be commenced until the city has been notified in advance.

b. If work has been discontinued for any reason, it shall not be resumed until the city has been notified.

c. Public improvements shall be constructed under the inspection and to the satisfaction of the director of public works or their designee. The city may require changes in typical sections and details in the public interest if unusual conditions arise during construction to warrant the change.

d. All underground utilities, sanitary sewers and storm drains installed in the streets by the developer of the short subdivision or subdivision shall be constructed prior to the surfacing of streets. Stubs for service connections and underground utilities and sanitary sewers shall be placed to a length precluding the necessity for disturbing the street improvements when surface connections are made.

e. A plan showing all improvements "as built" shall be filed with the development review services upon the completion of the improvements.

f. *Public improvements required.* Improvements to be installed at the expense of the owner of the short subdivision or subdivision are as follows:

i. All full-width streets, sidewalks, curbs and gutters, including alleys, within or adjacent to the subdivision or short subdivision; streets adjacent but only partially within the short subdivision or subdivision; and the extension of short subdivision or subdivision streets to the intercepting paving line of existing streets with which short subdivision or subdivision streets intersect shall be graded for the full right-of-way width and improved to the city's improvement standards and specifications.

ii. *Half-width roads.* In situations where the property being developed does not permit full-width public streets, half roads having a minimum right-of-way or easement and roadway improvement width of one-half of the design width may be permitted when placed adjacent to adjoining property so long as there is no physical obstruction or development constraint prohibiting the completion of the street on such adjoining

property; provided, that public street half-width shall be a minimum of 20 feet wide. Public half-width streets serving six or more parcels shall be required to dedicate additional right-of-way as necessary to provide for a minimum of one foot of right-of-way beyond the edge of the sidewalk. Further, additional right-of-way or easement may be required between the edge of the roadway and the property line for construction clearance, slopes or other features. Half-width public streets shall serve a maximum of 200 ADT. If the number of trips generated is greater than 200 ADT, the street shall be widened to full-width standards. Parking shall be prohibited along any half-width street and necessary signs and pavement markings shall be the responsibility of the developer.

iii. ~~Bench marks~~ Benchmarks. When required, elevation ~~bench marks~~ benchmarks shall be established within the subdivision with elevations to U.S. Geological Survey datum.

iv. Drainage systems. Surface drainage systems shall be provided within the subdivision or short subdivision. The design of the drainage system within the short subdivision or subdivision shall be in accordance with the standards set forth by Chapter 14.25 VMC, as administered by the department of public works.

v. *Erosion control and stormwater quality*. Facilities shall be provided within the short subdivision or subdivision to enhance stormwater runoff and protect existing and future drainage facilities. The design of the erosion control and stormwater quality system shall be in accordance with the standards set forth by the city, pursuant to Chapters 14.24 and 14.25 VMC, as administered by the department of public works.

vi. *Sanitary sewers*. Sanitary sewers shall be installed to serve the short subdivision or subdivision and to connect the short subdivision or subdivision to existing mains. ~~In the event that it is impractical to connect the short subdivision or subdivision to the city trunk sewer system, the review authority may authorize the use of septic tanks if the lot area is adequate, taking into consideration the physical characteristics of the area determined by the county health department.~~

F. VMC 20.410.040, which was adopted by Ordinance M-3643 and last amended by Ordinance M-4325, is amended as follows.

VMC 20.410.040 Minimum and Maximum Densities. {in single family zones}

A. *Purpose*. The purpose of this section is to establish minimum and maximum densities in each residential zoning district. To ensure the quality and density of development envisioned, the maximum density establishes the ceiling for development in each zoning district based on minimum lot size. To ensure that property develops at or near the density envisioned for the zone, the minimum density for each zoning district is set at just above the maximum density of the next less intense zone.

B. *Maximum and minimum densities.* The maximum and minimum densities for the Low-Density Residential Districts are contained in Table 20.410.040-1.

Table 20.410.040-1 Minimum and Maximum Densities and Lot Sizes ¹				
Zone	Minimum Lot Size	Maximum Net Density	Maximum Average Size	Minimum Net Density
R-2	20,000 sf	2.2	30,000 sf	1.8
R-4	10,000 sf	4.4	19,000 sf	2.3
R-6	7,500 sf	5.8	10,500 sf	4.5
R-9	5,000 sf	8.7	7,400 sf	5.9

¹ The minimum and maximum density factors shall only be used for calculating densities of planned unit developments governed by VMC 20.260, ~~infill development~~, density transfer, and situations where an existing house is allowed on a larger than maximum lot size per VMC 20.410.040.C.2.c (Exceptions). Minimum and maximum densities shall be calculated based on the gross area of the site minus any public rights-of-way, street tracts, private road easements, lots for dwellings existing on December 11, 2004, or designated critical areas.

C. *Exceptions.* The following exceptions are permitted to the lot size and density provisions for the R-2- R-9 zoning districts contained in Table 20.410.040-1 above:

1. Minimum lot size/maximum density:

a. Lots developed or approved before March 11, 2004, are exempt from the requirements for minimum density. However, if a site is completely redeveloped, the new development must comply with the minimum density requirements contained in Table 20.410.010-1 above.

b. Non-residential uses are exempt from minimum lot sizes.

c. Within a development of two or more lots, the minimum lot size may be averaged as long as no lot is smaller than 80% of the minimum required lot size.

d. Legal lots of record (lots legally created) that do not meet the minimum lot size requirement may be developed with a single dwelling unit.

e. When the maximum density contains a fraction of a unit, the applicant must round to the nearest whole unit. For calculations of X.1 – X.4, this means rounding down; for calculations of X.5 – X.9, this means rounding up to the next whole unit.

2. Maximum lot size/minimum density:

- a. Non-residential uses are exempt from maximum lot sizes.
 - b. On large parcels containing an existing dwelling on March 11, 2004, a lot no greater than one acre may be created around the existing dwelling with the remainder platted to create the number of dwelling units required within the range of minimum and maximum density established for the zoning district in which the parcel is located.
 - c. When the minimum density contains a fraction of a unit, the applicant must round to the nearest whole unit. For calculations of X.1 – X.4, this means rounding down; for calculations of X.5 – X.9, this means rounding up to the next whole unit.
 - d. On sites that contain sensitive environmental conditions, all or a portion of the sensitive resources areas may be deducted from the gross lot area before the minimum and maximum densities are calculated unless the applicant chooses to transfer density per the requirements of Chapter 20.940 VMC, On-Site Density Transfers.
3. *Planned Developments*. See VMC Chapter 20.260.060 (Development Standards – Item 4) for additional exceptions to lot size requirements. (Ord. M-3931 § 10, 2009; Ord. M-3701 § 13, 2005; Ord. M-3643, 2004)

G. VMC 20.440.030, which was adopted by Ordinance M-3643 and last amended by Ordinance M-4147, is amended as follows.

VMC 20.440.030 Uses.

- A. *Types of uses*. For the purposes of this chapter, there are four kinds of use:
1. A permitted (P) use is one that is permitted outright, subject to all of the applicable provisions of this title.
 2. A limited (L) use is permitted outright, providing it is in compliance with special requirements, exceptions or restrictions.
 3. A conditional use (C) is a discretionary use reviewed through the process set forth in Chapters 20.245 and 20.210 VMC, governing conditional uses and decision-making procedures, respectively.
 4. A prohibited use (X) is one that is not permitted in a zoning district under any circumstances.
 5. Uses may also be subject to restrictions and standards set forth in the Water Resource Protection Ordinance (VMC Title 14).
- B. *Use table*. A list of permitted, limited, conditional, and prohibited uses in the industrial zoning districts is shown in Table 20.440.030-1.

Table 20.440.030-1. Industrial Zoning Districts Use Table

USE	OCI²⁰	IL¹	IH	ECX²⁷
RESIDENTIAL				
Household Living	L ²	L ²	L ²	L ²⁸
Group Living	P ²¹ /X	X	X	P ²¹ /X
Home Occupation	L ³	L ³	L ³	L ³
HOUSING TYPES				
Single Dwelling, Attached	L ²	X	X	L ²⁸
Single Dwelling, Detached	X	X	X	X
Accessory Dwelling Units	X	X	X	X
Duplexes	L ²	X	X	L ²⁸
Multi-Dwelling Units	L ²	X L ²	X	L ²⁸
Existing Manufactured Home Developments	X	X	X	X
Designated Manufactured	X	X	X	X
New Manufactured Homes	X	X	X	X
CIVIC (Institutional)				
Basic Utilities	P	P	P	P
Colleges	X	X	X	C
Community Centers	P	X	P	P
Community Recreation	L ²⁴	P	X	L ²⁴
Cultural Institutions	X	P	X	P
Day Care				
- Child Care Center	L ⁴	L ⁴	X	L ⁴

USE	OCI ²⁰	IL ¹	IH	ECX ²⁷
- Adult Day Care	P	P	X	P
Emergency Services (except ambulance services)	P	P	P	P
Medical Centers	C	X	X	P
Parks/Open Space				
- Neighborhood Parks	P	P	P	P
- Community Parks	P	P	P	P
- Regional Parks	C	C	C	C
- Trails	P	P	P	P
Postal Service	X	P	P	X
Religious Institutions	X	X	X	X
Schools	X	X	X	X
Social/Fraternal Clubs	X	X	X	X
Transportation Facility	P/X ²⁶	P	P	P/X ²⁶
Park & Ride Facilities				
Surface	X	L ³¹	L ³¹	X
Structure	L ³¹	L ³¹	L ³¹	L ³¹
COMMERCIAL				
Commercial and Transient Lodging	X	X	X	P
Eating/Drinking Establishments	L	L ⁵	L ⁵	L ⁶
Entertainment- Oriented				
- Adult Entertainment	X	L ⁷	L ⁷	X
- Indoor Entertainment	X	X	X	X

USE	OCI²⁰	IL¹	IH	ECX²⁷
- Major Event Entertainment	X	X	X	X
Artisan Small Scale Manufacturing	X	X	X	P
General Retail				
- Sales-Oriented	L	L ⁶	L/C ⁶	L ⁶
- Personal Services	L	L ⁶	X	L ⁶
- Repair-Oriented	L	L ⁶	X	L ⁶
- Bulk Sales	X	X	X	X
- Outdoor Sales	X	X	P	X
Motor Vehicle Related				
- Motor Vehicle Sales/Rental	X	X	X	X
- Motor Vehicle Servicing/Repair	X	L ⁸	L ⁸	X
- Vehicle Fuel Sales	X	X	L ⁸	L ^{8, 29}
- EV Basic Charging Stations (accessory and stand-alone)	P	P	P	P
- EV Rapid Charging Stations (accessory and stand-alone)	P	P	P	P
- EV Battery Exchange Stations	P	P	X	P
Office				
- General	P	P	L/C ⁹	P
- Medical	P	P	X	P
- Extended	P	P	X	P
Marina (See also VMC	X	C	X	X

USE	OCI ²⁰	IL ¹	IH	ECX ²⁷
20.760)				
Non-Accessory Parking	C ¹⁰	L ¹⁰ /X	X	L ³⁰
Self-Service Storage	P ³⁵	P ³⁵	X	X
INDUSTRIAL				
Industrial Services	P	P	P	P
Manufacturing and Production	P	P ¹¹	P ¹¹	P
Railroad Yards	X	X	P	X
Bulk Crude Oil storage and handling facilities	X ³⁴	X ³⁴	X ³⁴	X ³⁴
Petroleum/Oil Refineries	X	X	X	X
Research and Development	P	P	C	P
Warehouse/Freight Movement	X	L ¹²	P	X
Waste-Related	X	X	P ²² /X	X
Wholesale Sales	P	L ¹²	X	X
Major Utility Facilities	X	X/P ³²	L ³³	X
OTHER				
Agriculture/Horticulture	X	P	P	X
Airport/Airpark	X	L ¹⁹	P	X
Animal Kennel/Shelters	X	L ¹⁷	L ¹⁷	X
Cemeteries	X	X	C	X
Detention & Post Detention Facilities	X	C/X ¹³	C ¹⁴	X
Dog Day Care	L ¹⁵	L ¹⁵	L ¹⁵	L ¹⁵
Heliports	C	C	C	C

USE	OCI ²⁰	IL ¹	IH	ECX ²⁷
Medical Marijuana Cooperatives	X	X	X	X
Recreational Marijuana Retail	X	X	X	X
Recreational Marijuana Growing or Processing	X	L ³⁴	L ³⁴	X
Mining	C ¹⁸	C ¹⁸	C ¹⁸	C ¹⁸
Rail Lines/Utility Corridors	P/X ²³	P	P	P/X ²³
Wireless Communication Facilities	L ¹⁶	L ¹⁶	L ¹⁶	L ¹⁶

1 Due to the unique character and combination of uses in the Columbia Business Center area, uses existing prior to March 11, 2004, on parcels zoned IL in the Columbia Business Center may be altered, expanded or replaced regardless of use limitations in Table 20.440.030-1.

2 In the OCI zone, multi-family housing allowed above ground floor only as specified by VMC 20.430.060(B)(2). In all industrial zones, one caretaker residence permitted per use.

H. VMC 20.912.030, which was adopted by Ordinance M-3643 and last amended by Ordinance M-4034, is amended as follows.

VMC 20.912.030 Permits required.

A. ~~Land Use Permits. A land use permit~~ Type I site plan approval is required for any sound wall. No land use permit is required for other wall or fence; however, the standards of 20.912 shall apply, unless exempted by 20.912.040.

I. VMC 20.912.070, which was adopted by Ordinance M-3643, is amended as follows.

VMC 20.912.070 Fences and Walls in Planned Developments.

A. The City's Planning Official or the City's Hearings Examiner has the authority to approve walls and fences on the perimeters of developments that are incorporated as a design element that is part of a Planned Development or subdivision design, ~~or is useful in limiting sound impacts from sources identified in Chapter 20.912.080(B) Exceptions for sound walls.~~ The Planning Official and Hearings Examiner can exceed the standards of this chapter, except those standards for vision clearance. In all cases the Planning

Official and Hearing Examiner shall require the recording of appropriate provisions (covenants or similar methods) for maintenance to be assumed by the property owners or association of owners. (Ord. M-3643, 01/26/2004)

J. VMC 20.920.030, which was adopted by Ordinance M-3643, is amended as follows.

VMC 20.920.030 Relationship to Other Development Standards.

A. All of the provisions of the City code that would apply to a noninfill project shall apply to infill projects except as specifically modified by this Chapter. If there is a conflict between the standards of this Chapter and the provisions of any applicable overlay districts or plan districts, the overlay district or plan district standards shall supersede the standards of this Chapter.

B. Development applications which meet the eligibility criteria for infill development, as outlined in this Chapter, must comply with additional transportation standards as provided for in VMC ~~Chapter 11.96~~ 11.80.060 Infill Development Transportation Standards. (Ord. M-3643, 01/26/2004)

K. VMC 20.790.620, which was adopted by Ordinance M-3634, and last amended by Ordinance M-4105 is amended as follows.

VMC 20.790.620

B. *Conditions of approval.* Subject to 43.21C.060 RCW and 43.21C.240 RCW, the City may attach conditions to a permit or approval for a proposal so long as:

1. Such conditions are necessary to mitigate specific probable adverse environmental impacts identified in environmental documents prepared pursuant to this ordinance; and
2. Such conditions are in writing; and
3. The mitigation measures included in such conditions are reasonable and capable of being accomplished; and
4. The City has considered whether other local, State or Federal mitigation measures applied to the proposal are sufficient to mitigate the identified impacts; and
5. Such conditions are based on one or more policies in Section ~~20.790.720~~ 20.790.630 VMC and cited in the decision document.

Section 4. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 5. Effective Date. This ordinance shall go into effect 30 days after adoption.

Section 6. Instruction to City Clerk. The City Clerk shall transmit a copy of the revised development code to the Washington Department of Commerce.

Read First Time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read Second Time:

PASSED BY THE FOLLOWING VOTE:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2021

ORDINANCE - 19

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

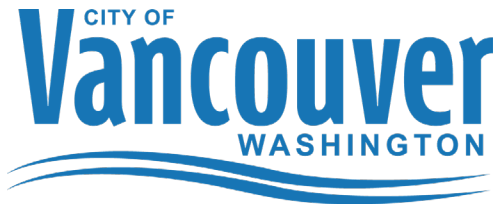
Jonathon Young, City Attorney

SUMMARY

ORDINANCE NO. M _____

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver zoning map, and VMC 20.180, 20.230, 20.320, 20.410, 20.440, 20.450, 20.912, 20.920, and 20.790; providing for severability; and establishing an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).



Memorandum

DATE: October 14, 2021

TO: Mayor and City Council

FROM: Bryan Snodgrass, Principal Planner, Community Development Department

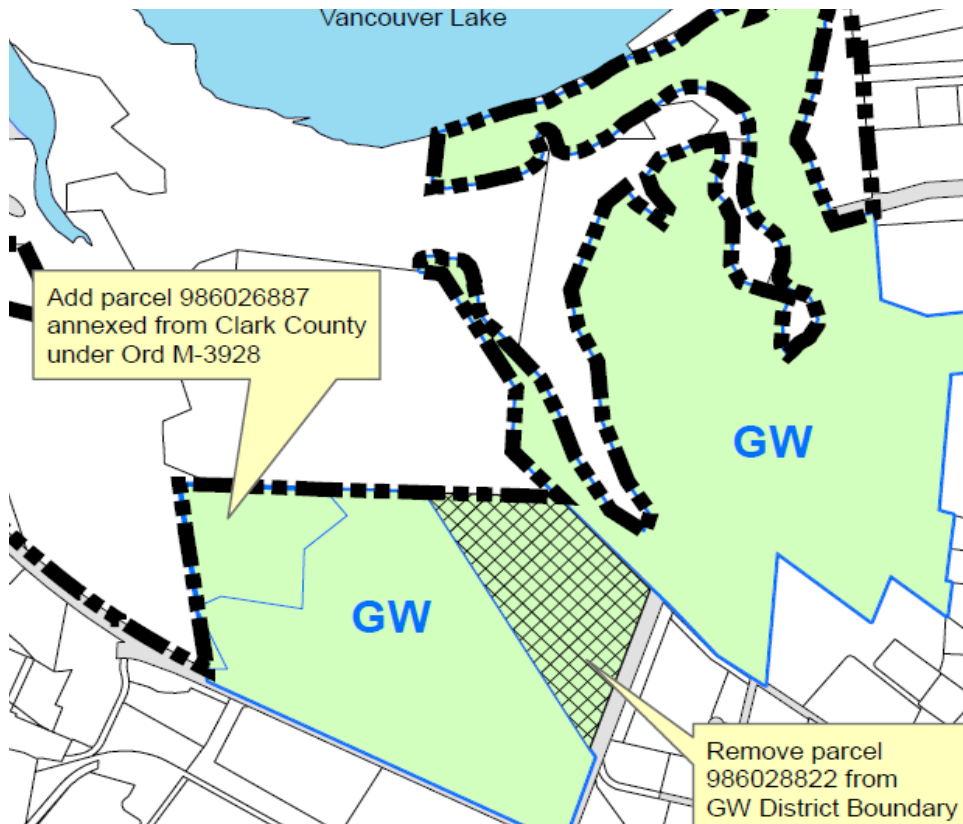
RE: October 25, 2021 workshop for fall 2021 zoning code map and text clean-up changes

CC: Eric Holmes, City Manager

The fall 2021 list of corrections to the Vancouver zoning code is shorter than prior years, with fewer policy implications. One zoning map change and ten zoning text changes were identified and proposed by staff, and all were unanimously recommended for approval by the Vancouver Planning Commission at an October 12, 2021 public hearing, with no public testimony offered before or at the hearing. A Council public hearing is scheduled for December 6, following first reading on November 22.

The zoning map change is to two undeveloped nearby properties owned by the Port of Vancouver located in the Vancouver Lake Greenway Overlay District, as illustrated in Figure 20.450-2 of the zoning code. The 50-acre easternmost property shown as checkered on the below map is proposed to be removed from the Vancouver Lake Overlay Zone District, which should have occurred when the underlying Light Industrial (IL) zoning was established on the property in 2007. Removal from the Overlay District would allow the property to develop as intended under industrial standards. No development is currently proposed by the Port, and any future development would be subject to review under SEPA and City Critical Areas Protection standards.

The western 39-acre property proposed to be added to the Overlay District has an underlying zoning designation of Greenway (GW) applied when it was annexed in 2009, but application of the Vancouver Lake Greenway Overlay was mistakenly omitted at that time.



The zoning text change are as indicated below, with a full text listing shown in the October 12 Planning Commission [staff report](#).

Code Section	Change
1. Fees (20.180.050)	Change Consumer Price Index reference to Seattle/Tacoma/Bellevue because Portland Metro CPI no longer tracked by the federal government
2. Application vesting (20.210.110)	Change “permit application” to “land use application” reflecting current code terminology
3. County to City map designation conversion table for annexation (20.230.030-1)	Update to reflect latest County Comprehensive Plan and zoning designation titles
4. Final Plat Application (20.320.050)	Change references to surveyors to be consistent with state law
5. Technical Standards for subdivisions (20.320.070)	Eliminate reference to septic systems, which is not allowed for land divisions
6. Minimum and Maximum Densities in single family zones (20.410.040)	Eliminate footnote reference to infill, which has its own standards

7. Uses in Industrial Zones (20.440.030)	Eliminate implied allowance for mixed use buildings in IL and OCl zone, which are not allowed by MX standards of VMC 20.430.060
8. Fences and walls, permits required (20.912.030)	Correct inaccurate cross reference
9. Fences and walls, Planned Unit Developments (20.912.070)	Clarify application of sound walls
10. Infill relationship to other standards (20.920.030)	Correct inaccurate cross reference

Staff contact is Bryan Snodgrass, 360) 487-7946, bryan.snodgrass@cityofvancouver.us.

Fall 2021 Zoning Map and Text Changes

VANCOUVER
CITY HALL



October 25, 2021

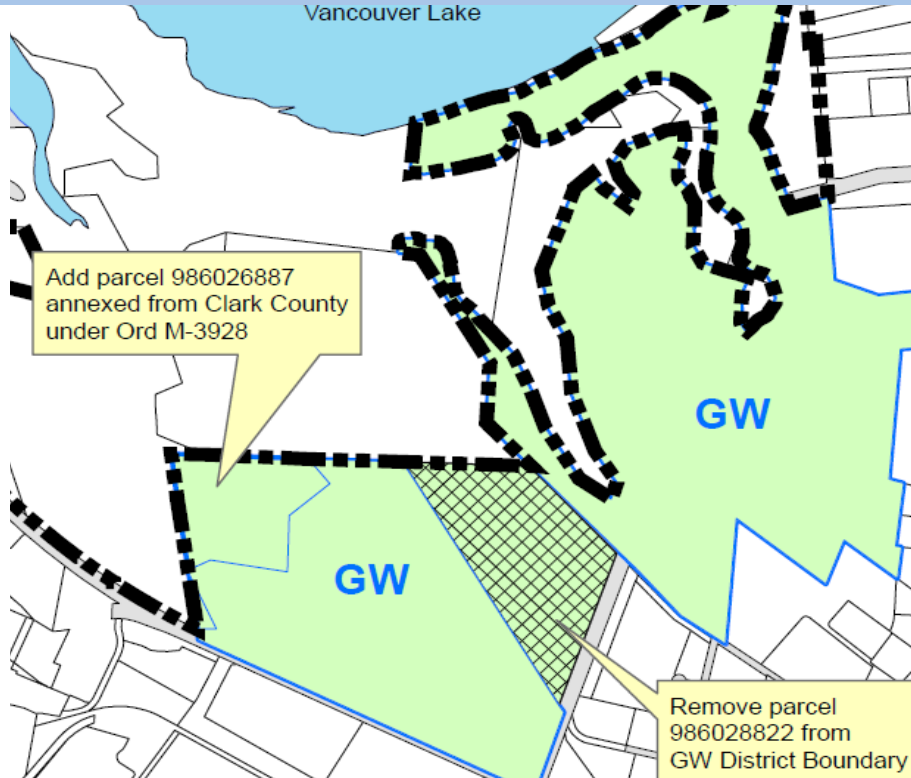
Vancouver City Council Workshop

**Bryan Snodgrass, Principal Planner, Community
and Economic Development Department**

Presentation Overview

- Fall 2021 zoning map and text changes proposed by staff
- One standalone zoning map change, ten zoning code text changes
- Unanimously recommended for approval by the Planning Commission at an October 12, 2021 public hearing with no public testimony submitted
- Council public hearing scheduled for December 6

Amend VMC 20.450-2 Map of Vancouver Lake Greenway



- Remove 50-acre Port property from Vancouver Lake Greenway (checkered)
- Add 29-acre Port property (blank)
- VLG changes mistakenly omitted from prior rezone and annexation actions

Fall 2021 Zoning Changes -3

Amend VMC 20.450-2 Vancouver Lake Greenway (cont.)

- No changes to current underlying zoning designations – IL for property to be removed, Greenway for property to be added
- Potential future development of IL property to be subject to SEPA and VMC 20.740 Critical Areas Protection standards.

Zoning text changes (10)

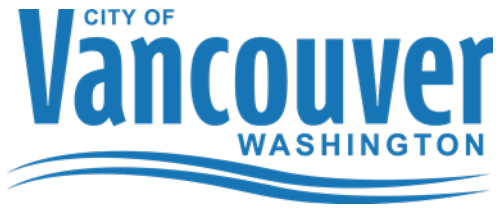
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Zoning text changes (cont.)

6. Minimum and Maximum Densities in single family zones (20.410.040)	Eliminate footnote reference to infill, which has its own standards
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Questions and Discussion

- Bryan Snodgrass, Principal Planner, Community Development Department
bryan.snodgrass@cityofvancouver.us, 360-487-7946



Planning Commission

TO: Planning Commission

FROM: Bryan Snodgrass, Principal Planner, bryan.snodgrass@cityofvancouver.us, 360-487-7946

SUBJECT: Public hearing review of fall 2021 Comprehensive Plan and zoning code text changes and map corrections

HEARING DATE: 10/12/2021

REPORT DATE: 9/29/2021

PROPONENT: City staff

LOCATION: Zoning map change applies at unaddressed property in Vancouver Lake Lowlands. Zoning code changes apply citywide

RECOMMENDATION: Approve map and text changes

I. BACKGROUND AND REVIEW PROCESS:

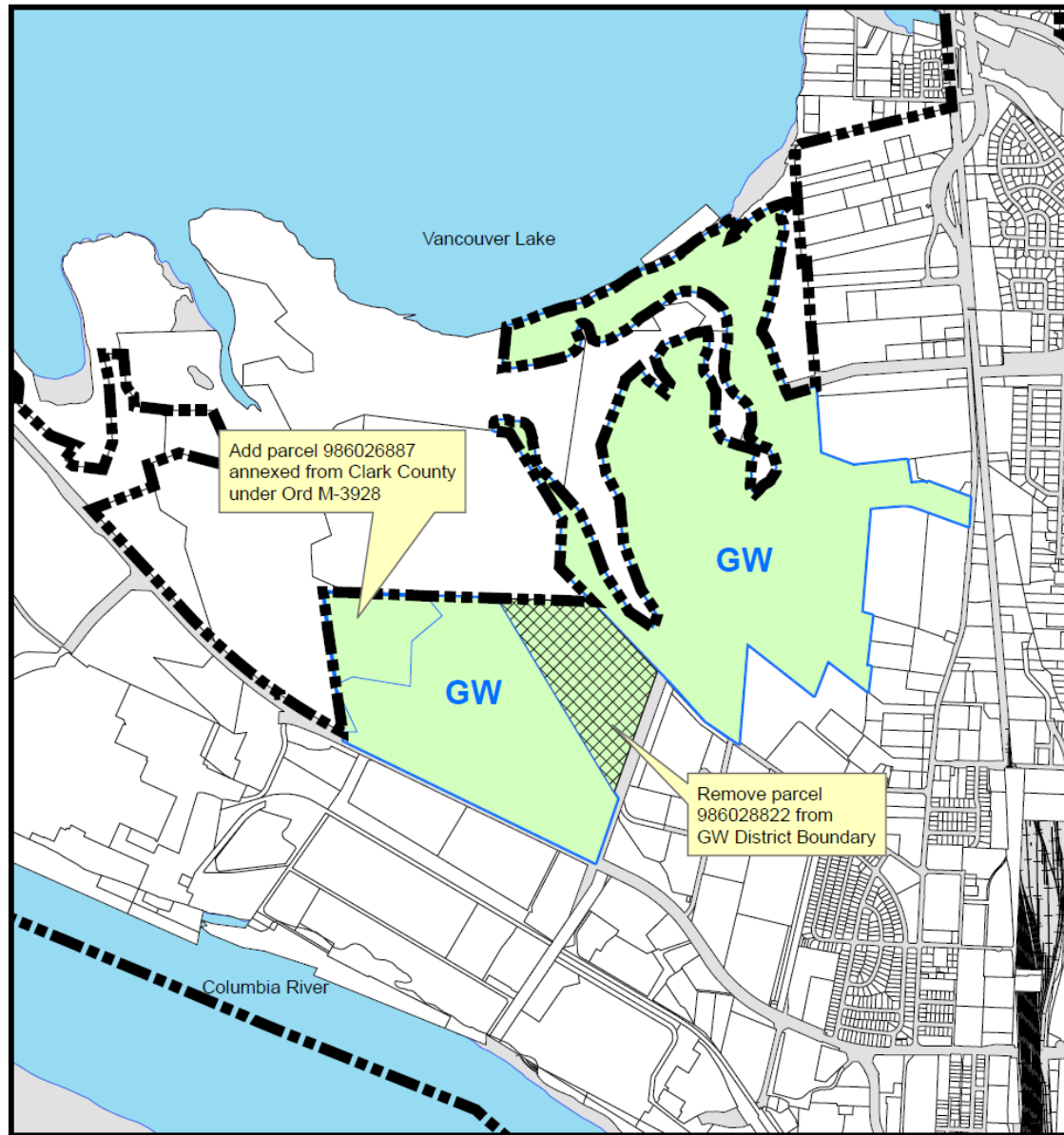
The Growth Management Act allows zoning map and text changes not involving the Comprehensive Plan to be reviewed at any time and independent of one another if needed. This staff report addresses one zoning map correction, and nine zoning code text changes, all proposed by City staff. With one exception noted, these items were reviewed at a Planning Commission workshop on July 27, 2021, with limited Commission comment.

One privately submitted Annual Review Comprehensive Plan and zoning map change discussed at the July Planning Commission workshop, the DIRG proposal within the Section 30 subarea, has been withdrawn by the applicant and will not be brought forward for hearing this year.

Notice of the October 12 Planning Commission public hearing was provided through publication in the *Columbian* newspaper. A SEPA Determination of Non-significance (DNS) was issued and published in the *Columbian* on October 5. Individual mailed notice was sent to the limited number of property owners and occupants of lots located within 500 feet of the proposed map correction, all but one of which are government-owned properties. No public or stakeholder comments have been received to date on any of the changes.

II. SUMMARY OF THE PROPOSALS:

- A. Zoning Map Correction – Amend Vancouver Lake Greenway District as indicated in VMC 20.450-2 map, by removing 50-acre Port Parcel 7 (986028822) and adding 29-acre property (986026887).



0 500 1,000 2,000 Feet

 Greenway District Boundary
 City Limits

Vancouver Lake Greenway District

**FIGURE
20.450-2**





City staff is proposing a zoning map correction to Figure 20.450-2 of the Vancouver zoning code, which shows the boundaries of the Vancouver Lake Greenway District. The property to be removed, also highlighted on the zoning map and aerial photograph above, was changed from Open Space/GW to its current Industrial/ IL Comprehensive Plan and zoning designations in 2007, but with no corresponding change made to the Vancouver Lake Greenway District map embedded in the zoning code. The site is undeveloped and owned by the Port of Vancouver. It is the only property in the area that is within the Vancouver Lake Greenway District boundary but zoned IL.

Any future development on the removal site would be subject to review under SEPA and [VMC 20.740 Critical Areas Protection](#) standards, but removal from the Vancouver Lake Greenway District (see [VMC 20.450](#)) would allow the site or portions of the site to apply for development with appropriate buffering or other mitigation as required by applicable standards. Clark County GIS data indicates that at least part of the site is within the Floodway Fringe, has potential wetlands, has a Shoreline Master Program designation of High Intensity Urban Conservancy, and potential Fish and Wildlife Habitat Conservation Areas.

A proposed addition to the Vancouver Lake Greenway map is also proposed west of the removal site. A 39-acre property also owned by the Port and undeveloped that was annexed to City in

2009 is proposed to be added. No changes were made to Figure 20.450-2 at the time parcel 986026887 was annexed as part of ordinance M-3928. It will retain its current OS and GW Comprehensive Plan designation and zoning designations.

B. Zoning Text Changes

Proposed changes to zoning standards in Title 20 of the Vancouver Municipal Code are summarized below, with text language listed in full in Exhibit A of this report. All were reviewed at the July 27, 2021 workshop, although item 3, the County to City map designation conversion table changes, was discussed briefly at the meeting but was not identified in the staff memorandum.

Code Section	Change
1. Fees (20.180.050)	Change Consumer Price Index reference to Seattle/Tacoma/Bellevue because Portland Metro CPI no longer tracked by the federal government
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III REVIEW CRITERIA AND FINDINGS:

Applicable Zoning Code Standards:

Section 20.285.060 Approval Criteria – Standalone Zoning Map Amendments.

A. Zoning map amendments not involving associated comprehensive plan map amendments shall demonstrate the following:

1. How the proposal is more consistent with applicable policies of the Vancouver Strategic Plan and Comprehensive Plan than the existing designation; and
2. That a change in circumstances has occurred since the existing designation was established.

Section 20.285.070 Comprehensive Plan or Zoning Code Text Amendments

A. Text amendments to the Comprehensive Plan or VMC Title 20 zoning standards shall demonstrate the following:

1. The proposal is consistent with the applicable provisions of the Vancouver Strategic Plan and Comprehensive Plan; and
2. The proposed change is necessary to further the public interest based on present needs and conditions.

Applicable Comprehensive Plan and Strategic Plan Policies:

CD-5 Mixed use development

Facilitate development that combines multiple uses in single buildings or integrated uses.

CD-6 Neighborhood livability

Maintain and facilitate development of stable, multi-use neighborhoods that contain a compatible mix of housing, jobs, stores, and open and public spaces in a well-planned, safe pedestrian environment.

CD-9 Compatible uses

Facilitate development that minimizes adverse impacts to adjacent areas, particularly neighborhoods.

EC-4 Industrial and business park sanctuaries

Provide an adequate supply of industrial and/ or business park areas with opportunities for family-wage employment and revenue generation

EN-1 Environmental protection

Protect, sustain, and provide for healthy and diverse ecosystems.

PFS-1 Service Availability

Consider water, sewer, police, transportation, fire, schools, stormwater management, and parks as necessary facilities and services. Ensure that facilities are sufficient to support planned development.

A-1 Coordination with Clark County

Work with Clark County to Implement the 2007 Interlocal Agreement and Annexation Blueprint, to facilitate future annexation of lands within the unincorporated VUGA, to facilitate infrastructure

maintenance prior to annexation, and to advance Vancouver as a provider of urban services and Clark County as a provider of regional services

IM-4 Internal Policy Consistency

Update development regulations as necessary to implement the direction of the Comprehensive Plan

Existing Vancouver Municipal Code [Title 20](#) , [Comprehensive Plan](#), and [Strategic Plan](#)

Staff Findings: The proposed zoning text changes are consistent with the Vancouver Comprehensive Plan and other applicable laws, and the public interest. The zoning map designation corrections fixes an existing error by allowing for industrial development on a property intended for industrial use by a prior City decision, consistent with Plan Policies EC-4 and IM-4, subject to environmental regulations at the time of development, consistent with Policy EN-1. The development opportunities for the rezone property, and the acknowledging of the error in designation represent a change in circumstances since the original designation was applied.

The zoning code text changes also correct errors, ensure internal consistency, and update terms consistent with Plan Policy IM-4. The zoning text change updating the County-to-City zoning table also facilitates annexation in a coordinated manor with Clark County, consistent with Plan Policy A-1.

IV RECOMMENDED ACTION:

Staff recommends the Planning Commission recommend that the City Council adopt proposed zoning map designation and text changes as noted herein.

Exhibit A Full zoning text changes

1. VMC 20.180.050 Revisions.

Development review fees. Effective January 1, 2010, and January 1st of each year thereafter, development review fees shall be adjusted by an amount equal to the percentage change in the Consumer Price Index for the ~~Portland-Salem, Oregon-Washington-Seattle-Tacoma-Bellevue~~ Metropolitan Area for Wage Earners and Clerical Workers (CPI-W) for the preceding year ending on June 30 prepared by the Department of Labor, Bureau of Labor Statistics or a replacement index applicable to the City of Vancouver. Each such newly adjusted fee shall be rounded to the nearest whole dollar with fifty (\$.50) cents or more being rounded to the next higher dollar and forty-nine (\$.49) cents or less to the lower dollar. Fees based on valuation, per head or device, per lineal foot or square foot and per section shall be excluded from rounding to the nearest whole dollar. (Ord. M-4097 § 1, 11/03/2014; Ord. M-3895 § 2, 11/17/2008; Ord. M-3643, 01/26/2004)

Changes to reflect that the Portland Metro CPI is no longer tracked by the federal government

2. 20.210.110 Vesting of Applications.

A. Vested application. Type I, II, or III applications shall be considered under this chapter and the zoning, development and other land use control ordinances contained in the VMC, and any uncodified ordinances modifying the same, in effect on the date a fully complete application is filed with the city. For the purposes of this section, a vested application shall mean that the applicant is entitled to implement the development proposal described in the application, under the zoning, development and land use ordinances applied by the city in its review of the application without being subject to changes in development regulations subsequent to the submittal date except to the extent allowed by the city's police power to protect the public health, safety, and welfare.

Once an application is approved and if the approval contains a detailed description of the uses, including a detailed site plan drawn to scale, specifying the location of all buildings and improvements to be constructed in conjunction with the use(s), and such site plan is consistent with all laws and regulations in effect at the time the original application vested, then all ~~permit~~ **land use** applications in connection with the approved use(s) and/or site plan are vested to the laws and regulations in effect at the time of the vesting of the original permit application, until the land use approval expires.

Clean up change to reflect terminology used in applications

3. VMC 20.230.030-1 County-to-City Plan and Zone conversions for annexation

Table 20.230.030-1. Conversion of County Plan and Zone Designations to City Plan and Zone Designations

Clark County Comprehensive Plan Designation	Clark County Zone	City of Vancouver Zone Designation	City of Vancouver Comprehensive Plan Designation
Urban Low Density Residential	R1-20	R-2 or R-6 ¹	Urban Lower Density
	R1-10	R-4 or R-6 ¹	
	R1-7.5	R-6	
	R1-6	R-9	
	R1-5	R-9	
Urban Medium Density Residential	R-12	R-9 or R-18 ¹	Lower Density Residential or Higher Density Residential
	R-18	R-18	Urban Higher Density
	R-22	R-22	
Urban High Density Residential	R-30	R-30	Higher Density Residential or Industrial
	R-43	R-35	
Urban Medium Density Residential	OR-15	R-18 or OCI ¹	
	OR-18	R-18 or OCI ¹	
	OR-22	R-22 or OCI ¹	
Urban High Density Residential	OR-30	R-30 or OCI ¹	
	OR-43	R-35 or OCI ¹	
Neighborhood Commercial <u>Commercial (C)</u>	C2 <u>NC</u>	CN or CC ¹	Commercial and Mixed Use
Community Commercial or General Commercial <u>Commercial (C)</u>	C3 <u>CC</u>	CC	
	C4	CC or CG ¹	

Clark County Comprehensive Plan Designation	Clark County Zone	City of Vancouver Zone Designation	City of Vancouver Comprehensive Plan Designation
	<u>CC</u>		
General Commercial <u>Commercial (C)</u>	CH <u>GC</u>	CG	
Mixed Use	MX	MX	
Employment Center <u>Industrial (I)</u>	OC	OCI	Industrial; Low Density; Residential, High Density Residential, Commercial Mixed Use, and Industrial designations are consistent with RGX zone
Employment Center <u>Industrial (I)</u>	BP	OCI or IL ¹	
Employment Center or Light Industrial <u>Industrial (I)</u>	ML <u>IL</u>	IL or RGX	
Heavy Industrial	MH <u>IH</u>	IH	
Airport, Light Industrial, Heavy Industrial, or Public Facility	A	A, IL, IH, or OCI ¹	
All Categories – Except Mixed Use	U(niversity)	Any R zone, CC or CG (by CUP only) ¹	Public Facility
<u>Parks/</u> Open Space P/OS	Parks/WL	OS/ Park (<u>P</u>)	Open Space (applicable zone based on Development Code definitions and characteristics of property)
		OS/ Green- Way (<u>GW</u>)	
		OS/ Natural Area (<u>NA</u>)	
Surface Mining Overlay	S	SM	Surface Mining Overlay
Airport Environs Overlay	AE-1, AE-2	Pick from existing designations & zones based on footnote 1 below	

Clark County Comprehensive Plan Designation	Clark County Zone	City of Vancouver Zone Designation	City of Vancouver Comprehensive Plan Designation
Historic Preservation Overlay	Site Specific		
Interchange Area Overlay District	Plan Based		

1 Final determination to be based on a comprehensive land use plan meeting the requirements of VMC [20.230.030.C](#), or written findings that address existing uses, abutting uses, zone purpose, zone location criteria, allowed uses, and identify a zone designation that would allow desired existing uses, approved uses, or in-process development plans to continue as conforming uses.

4. **VMC 20.320.050 Final Plat Application.**

A. *Final plat application and fees.* A complete application, including all supplemental documentation and correct number of copies, shall be filed with the planning official along with all associated fees per Chapter [20.180](#) VMC.

B. *Proposed final plat.* The proposed final plat shall be prepared by a surveyor in accordance with the provisions of the Survey Recording Act (Chapter [18.90](#) RCW) as it now exists or hereafter amended. The plat shall consist of one or more pages of a size acceptable to the recording authority, and drawn to a minimum scale of one inch equals 50 feet. The drawing shall contain the following:

1. Date, north arrow and scale;
2. Name of subdivision and applicable project numbers;
3. Letter height must not be less than 0.08 inches;
4. Heavy dashed line around the exterior boundary;
5. All section, township, municipal and county lines lying within or adjacent to the subdivision;
6. Legend;
7. The location of all monuments or other evidence used as ties to establish the subdivision's boundaries, and all permanent monuments with linear dimension, including dimensions to every curb screw;
8. The boundary of the subdivision with complete bearings and linear distances;
9. The length and bearings of all straight lines and the radii, arcs and semi-tangents of all curves;

10. The length of all lot lines, together with bearings and other data necessary for the location of any lot line in the field;
11. Identification of areas to be dedicated or reserved clearly indicated with location, size and purpose. These may include rights-of-way width, public easements, private easements, specific utility easement and type, open space tracts, wetland, etc.;
12. Numbers assigned to all lots, indication of the acreage and/or square footage of each lot, and letters assigned to all blocks within the subdivision;

13. Surveyor's Certification on the face of the plat by a registered land surveyor:

I, _____, registered as a land surveyor by the state of Washington, certify that this plat is based on an actual survey of the land described herein, conducted by or under my supervision, during the period of _____ through _____; that the distances, courses and angles are shown thereon correctly, and that monuments other than those monuments approved for setting at a later date have been set and lot corners staked on the ground as depicted on the plat.

I, (Name of licensed surveyor), registered as a land surveyor by the state of Washington, certify that this plat is based on an actual survey of the land described herein, conducted by me or under my supervision. That the distances, courses, and angles are shown hereon correctly, and that the monuments, other than the monuments approved for setting at a later date, have been set and lot corners staked on the ground as depicted on the plat.

(Signature of licensed surveyor) _____ (date signed) _____
Name of signee as licensed, Professional Land Surveyor No. _____ Sealed

14. Signature blocks for the following:

- a. Director of public works;
- b. Director of community and economic development;
- c. Clark County public health signature or a letter from public health is provided confirming completion of the public health's development review process;
- d. County assessor;
- e. Auditor's certification;

f. ~~Surveyor's certification, with license number, signature, date and seal.~~

Reference surveyor to be consistent with state law and other jurisdictions

5. VMC 20.320.070 Technical Standards. {for subdivisions}

A. Subdivision Layout and Required Improvements.

1. *Principles of acceptability.* The short subdivision or subdivision shall conform to the comprehensive plan. The short subdivision or subdivision shall conform to the requirements of the state law and to the standards established by this title.

a. *Street improvement standards.* All proposed streets and street improvements shall comply with the provisions of VMC Title [11](#) and approved transportation standards details on file with the public works department.

b. *Blocks.* The length, width and shape of blocks shall be designed with due regard to providing adequate building sites for the use contemplated; consideration of the needs for convenient access, circulation, control, safety of motor vehicular, bicycle and pedestrian traffic and recognition of limitations and opportunities of topography.

c. Blocks shall not exceed 1,300 feet in length between street lines, except blocks adjacent to arterial streets or unless a previous adjacent layout or topographical conditions justify variation. The recommended minimum distance between intersections of arterial streets is 1,800 feet. Minimum length of a block shall not be less than 180 feet.

d. Easements

1. *Utility lines.* Easements for sewers, drainage, water lines, electric lines or other public use utilities shall be provided. The size and location of the easement shall be reviewed and approved by the appropriate utility provider.

2. *Watercourses.* If a subdivision is traversed by a watercourse, such as a drainageway, channel or stream, there shall be provided a stormwater easement for the width of the watercourse plus 15 feet on each side of the watercourse. Streets or parkways parallel to a major watercourse may be required.

3. *Pedestrian/bicycle ways in and through residential subdivisions.* In blocks over 800 feet in length, a pedestrian/bicycle way with a minimum width of 16 feet shall be required through the middle of the block when required by the transportation manager for public convenience and safety; 12 feet of the 16-foot corridor shall be paved in a durable material. If unusual conditions require blocks longer than 1,200 feet in length, two pedestrian/bicycle ways shall be required. When required by the transportation manager for public convenience and safety, pedestrian ways shall be required to connect cul-de-sacs or to pass through unusually shaped lots.

e. *Flag lots.* Flag lots may be permitted, provided that the minimum width of the flag stem be 15 feet for a single lot and 20 feet for a shared flag access, and it is in compliance with fire access standards contained in VMC [16.04.150](#). No more than four lots may be accessed

from a single flag stem. A private maintenance agreement shall be recorded for driveways which serve more than one lot.

f. *Lot side lines.* Side lines, as far as practical, shall run at right angles to the street on which the lot faces.

g. *Lot frontage.* With the exception of flag lots, all lots shall abut on a public or private street with a minimum frontage of not less than 20 feet.

h. *Parks and playgrounds.* The review authority shall see that appropriate provision is made for parks and playgrounds to serve the proposed subdivision.

i. *Narrow Lot Land Divisions.* Land divisions which contain one or more residential lots having a width or less than 40 feet shall meet the development standards of VMC [20.927.040](#).

j. *Existing trees.* All subdivision developments shall comply with the tree and vegetation management provisions contained in Chapter [20.770](#) VMC, Tree, Vegetation and Soil Conservation.

2. *Procedure for installation.* In addition to other requirements, improvements installed by the developer of the short subdivision or subdivision, either as a requirement of these regulations or at his own option, shall conform to the requirements of this title and improvement standards, specifications, inspections and procedures as set forth by the city and administered by the department of public works and community and economic development department, and shall be installed in accordance with the following procedures:

a. Public work shall not commence until civil engineering plans, prepared in accordance with the requirements of the city, have been approved by the city: all required permits have been obtained and a pre-construction conference has been conducted. Public work shall not be commenced until the city has been notified in advance.

b. If work has been discontinued for any reason, it shall not be resumed until the city has been notified.

c. Public improvements shall be constructed under the inspection and to the satisfaction of the director of public works or their designee. The city may require changes in typical sections and details in the public interest if unusual conditions arise during construction to warrant the change.

d. All underground utilities, sanitary sewers and storm drains installed in the streets by the developer of the short subdivision or subdivision shall be constructed prior to the surfacing of streets. Stubs for service connections and underground utilities and sanitary sewers shall be placed to a length precluding the necessity for disturbing the street improvements when surface connections are made.

e. A plan showing all improvements "as built" shall be filed with the development review services upon the completion of the improvements.

f. *Public improvements required.* Improvements to be installed at the expense of the owner of the short subdivision or subdivision are as follows:

i. All full-width streets, sidewalks, curbs and gutters, including alleys, within or adjacent to the subdivision or short subdivision; streets adjacent but only partially within the short subdivision or subdivision; and the extension of short subdivision or subdivision streets to the intercepting paving line of existing streets with which short subdivision or subdivision streets intersect shall be graded for the full right-of-way width and improved to the city's improvement standards and specifications.

ii. *Half-width roads.* In situations where the property being developed does not permit full-width public streets, half roads having a minimum right-of-way or easement and roadway improvement width of one-half of the design width may be permitted when placed adjacent to adjoining property so long as there is no physical obstruction or development constraint prohibiting the completion of the street on such adjoining property; provided, that public street half-width shall be a minimum of 20 feet wide. Public half-width streets serving six or more parcels shall be required to dedicate additional right-of-way as necessary to provide for a minimum of one foot of right-of-way beyond the edge of the sidewalk. Further, additional right-of-way or easement may be required between the edge of the roadway and the property line for construction clearance, slopes or other features. Half-width public streets shall serve a maximum of 200 ADT. If the number of trips generated is greater than 200 ADT, the street shall be widened to full-width standards. Parking shall be prohibited along any half-width street and necessary signs and pavement markings shall be the responsibility of the developer.

iii. *Bench marks.* When required, elevation bench marks shall be established within the subdivision with elevations to U.S. Geological Survey datum.

iv. Surface drainage systems shall be provided within the subdivision or short subdivision. The design of the drainage system within the short subdivision or subdivision shall be in accordance with the standards set forth by Chapter [14.25](#) VMC, as administered by the department of public works.

v. *Erosion control and stormwater quality.* Facilities shall be provided within the short subdivision or subdivision to enhance stormwater runoff and protect existing and future drainage facilities. The design of the erosion control and stormwater quality system shall be in accordance with the standards set forth by the city, pursuant to Chapters [14.24](#) and [14.25](#) VMC, as administered by the department of public works.

vi. *Sanitary sewers.* Sanitary sewers shall be installed to serve the short subdivision or subdivision and to connect the short subdivision or subdivision to existing mains. In the event that it is impractical to connect the short subdivision or subdivision to the city trunk sewer system, the review authority may authorize the use of septic tanks if the lot area is adequate, taking into consideration the physical characteristics of the area determined by the county health department.

Eliminate reference to septic systems, which is not allowed for land divisions}

6. VMC 20.410.040 Minimum and Maximum Densities. {in single family zones}

A. *Purpose.* The purpose of this section is to establish minimum and maximum densities in each residential zoning district. To ensure the quality and density of development envisioned, the maximum density establishes the ceiling for development in each zoning district based on minimum lot size. To ensure that property develops at or near the density envisioned for the zone, the minimum density for each zoning district is set at just above the maximum density of the next less intense zone.

B. *Maximum and minimum densities.* The maximum and minimum densities for the Low-Density Residential Districts are contained in Table 20.410.040-1.

Table 20.410.040-1 Minimum and Maximum Densities and Lot Sizes ¹				
Zone	Minimum Lot Size	Maximum Net Density	Maximum Average Size	Minimum Net Density
R-2	20,000 sf	2.2	30,000 sf	1.8
R-4	10,000 sf	4.4	19,000 sf	2.3
R-6	7,500 sf	5.8	10,500 sf	4.5
R-9	5,000 sf	8.7	7,400 sf	5.9

¹ The minimum and maximum density factors shall only be used for calculating densities of planned unit developments governed by VMC [20.260](#), [infill development](#), density transfer, and situations where an existing house is allowed on a larger than maximum lot size per VMC [20.410.040.C.2.c](#) (Exceptions). Minimum and maximum densities shall be calculated based on the gross area of the site minus any public rights-of-way, street tracts, private road easements, lots for dwellings existing on December 11, 2004, or designated critical areas."

C. *Exceptions.* The following exceptions are permitted to the lot size and density provisions for the R-2- R-9 zoning districts contained in Table 20.410.040-1 above:

1. Minimum lot size/maximum density:

- a. Lots developed or approved before March 11, 2004, are exempt from the requirements for minimum density. However, if a site is completely redeveloped, the new development must comply with the minimum density requirements contained in Table 20.410.010-1 above.
- b. Non-residential uses are exempt from minimum lot sizes.

- c. Within a development of two or more lots, the minimum lot size may be averaged as long as no lot is smaller than 80% of the minimum required lot size.
- d. Legal lots of record (lots legally created) that do not meet the minimum lot size requirement may be developed with a single dwelling unit.
- e. When the maximum density contains a fraction of a unit, the applicant must round to the nearest whole unit. For calculations of X.1 – X.4, this means rounding down; for calculations of X.5 – X.9, this means rounding up to the next whole unit.

2. Maximum lot size/minimum density:

- a. Non-residential uses are exempt from maximum lot sizes.
- b. On large parcels containing an existing dwelling on March 11, 2004, a lot no greater than one acre may be created around the existing dwelling with the remainder platted to create the number of dwelling units required within the range of minimum and maximum density established for the zoning district in which the parcel is located.
- c. When the minimum density contains a fraction of a unit, the applicant must round to the nearest whole unit. For calculations of X.1 – X.4, this means rounding down; for calculations of X.5 – X.9, this means rounding up to the next whole unit.
- d. On sites that contain sensitive environmental conditions, all or a portion of the sensitive resources areas may be deducted from the gross lot area before the minimum and maximum densities are calculated unless the applicant chooses to transfer density per the requirements of Chapter [20.940](#) VMC, On-Site Density Transfers.

3. *Planned Developments*. See VMC Chapter [20.260.060](#) (Development Standards – Item 4) for additional exceptions to lot size requirements. (Ord. M-3931 § 10, 2009; Ord. M-3701 § 13, 2005; Ord. M-3643, 2004)

Eliminate footnote reference to infill, which has its own standards

7. VMC 20.440.030 Uses. {In Industrial Zones}

A. *Types of uses*. For the purposes of this chapter, there are four kinds of use:

- 1. A permitted (P) use is one that is permitted outright, subject to all of the applicable provisions of this title.
- 2. A limited (L) use is permitted outright providing it is in compliance with special requirements, exceptions or restrictions.
- 3. A conditional use (C) is a discretionary use reviewed through the process set forth in Chapters [20.245](#) and [20.210](#) VMC, governing conditional uses and decision-making procedures, respectively.
- 4. A prohibited use (X) is one that is not permitted in a zoning district under any circumstances.

5. Uses may also be subject to restrictions and standards set forth in the Water Resource Protection Ordinance (VMC Title [14](#)).

B. *Use table.* A list of permitted, limited, conditional, and prohibited uses in the industrial zoning districts is shown in Table 20.440.030-1.

Table 20.440.030-1. Industrial Zoning Districts Use Table

USE	OCI ²⁰	IL ¹	IH	ECX ²⁷
RESIDENTIAL				
Household Living	L ²	L ²	L ²	L ²⁸
Group Living	P ²¹ /X	X	X	P ²¹ /X
Home Occupation	L ³	L ³	L ³	L ³
HOUSING TYPES				
Single Dwelling, Attached	L ²	X	X	L ²⁸
Single Dwelling, Detached	X	X	X	X
Accessory Dwelling Units	X	X	X	X
Duplexes	L ²	X	X	L ²⁸
Multi-Dwelling Units	L ²	X L ²	X	L ²⁸
Existing Manufactured Home Developments	X	X	X	X
Designated Manufactured	X	X	X	X
New Manufactured Homes	X	X	X	X
CIVIC (Institutional)				
Basic Utilities	P	P	P	P
Colleges	X	X	X	C
Community Centers	P	X	P	P
Community Recreation	L ²⁴	P	X	L ²⁴
Cultural Institutions	X	P	X	P
Day Care				
- Child Care Center	L ⁴	L ⁴	X	L ⁴

USE	OCI²⁰	IL¹	IH	ECX²⁷
- Adult Day Care	P	P	X	P
Emergency Services (except ambulance services)	P	P	P	P
Medical Centers	C	X	X	P
Parks/Open Space				
- Neighborhood Parks	P	P	P	P
- Community Parks	P	P	P	P
- Regional Parks	C	C	C	C
- Trails	P	P	P	P
Postal Service	X	P	P	X
Religious Institutions	X	X	X	X
Schools	X	X	X	X
Social/Fraternal Clubs	X	X	X	X
Transportation Facility	P/X ²⁶	P	P	P/X ²⁶
Park & Ride Facilities				
Surface	X	L ³¹	L ³¹	X
Structure	L ³¹	L ³¹	L ³¹	L ³¹
COMMERCIAL				
Commercial and Transient Lodging	X	X	X	P
Eating/Drinking Establishments	L	L ⁵	L ⁵	L ⁶
Entertainment-Oriented				
- Adult Entertainment	X	L ⁷	L ⁷	X
- Indoor Entertainment	X	X	X	X
- Major Event Entertainment	X	X	X	X

USE	OCI ²⁰	IL ¹	IH	ECX ²⁷
Artisan Small Scale Manufacturing	X	X	X	P
General Retail				
- Sales-Oriented	L	L ⁶	L/C ⁶	L ⁶
- Personal Services	L	L ⁶	X	L ⁶
- Repair-Oriented	L	L ⁶	X	L ⁶
- Bulk Sales	X	X	X	X
- Outdoor Sales	X	X	P	X
Motor Vehicle Related				
- Motor Vehicle Sales/Rental	X	X	X	X
- Motor Vehicle Servicing/Repair	X	L ⁸	L ⁸	X
- Vehicle Fuel Sales	X	X	L ⁸	L ^{8, 29}
- EV Basic Charging Stations (accessory and stand-alone)	P	P	P	P
- EV Rapid Charging Stations (accessory and stand-alone)	P	P	P	P
- EV Battery Exchange Stations	P	P	X	P
Office				
- General	P	P	L/C ⁹	P
- Medical	P	P	X	P
- Extended	P	P	X	P
Marina (See also VMC 20.760)	X	C	X	X
Non-Accessory Parking	C ¹⁰	L ¹⁰ /X	X	L ³⁰
Self-Service Storage	P ³⁵	P ³⁵	X	X
INDUSTRIAL				

USE	OCI ²⁰	IL ¹	IH	ECX ²⁷
Industrial Services	P	P	P	P
Manufacturing and Production	P	P ¹¹	P ¹¹	P
Railroad Yards	X	X	P	X
Bulk Crude Oil storage and handling facilities	X ³⁴	X ³⁴	X ³⁴	X ³⁴
Petroleum/Oil Refineries	X	X	X	X
Research and Development	P	P	C	P
Warehouse/Freight Movement	X	L ¹²	P	X
Waste-Related	X	X	P ²² /X	X
Wholesale Sales	P	L ¹²	X	X
Major Utility Facilities	X	X/P ³²	L ³³	X
OTHER				
Agriculture/Horticulture	X	P	P	X
Airport/Airpark	X	L ¹⁹	P	X
Animal Kennel/Shelters	X	L ¹⁷	L ¹⁷	X
Cemeteries	X	X	C	X
Detention & Post Detention Facilities	X	C/X ¹³	C ¹⁴	X
Dog Day Care	L ¹⁵	L ¹⁵	L ¹⁵	L ¹⁵
Heliports	C	C	C	C
Medical Marijuana Cooperatives	X	X	X	X
Recreational Marijuana Retail	X	X	X	X
Recreational Marijuana Growing or Processing	X	L ³⁴	L ³⁴	X

USE	OCI ²⁰	IL ¹	IH	ECX ²⁷
Mining	C ¹⁸	C ¹⁸	C ¹⁸	C ¹⁸
Rail Lines/Utility Corridors	P/X ²³	P	P	P/X ²³
Wireless Communication Facilities	L ¹⁶	L ¹⁶	L ¹⁶	L ¹⁶

1 Due to the unique character and combination of uses in the Columbia Business Center area, uses existing prior to March 11, 2004, on parcels zoned IL in the Columbia Business Center may be altered, expanded or replaced regardless of use limitations in Table 20.440.030-1.

2 In the OCI zone, multi-family housing allowed above ground floor only as specified by VMC [20.430.060\(B\)\(2\)](#). In all industrial zones, one caretaker residence permitted per use.

Eliminate implied allowance for mixed use buildings in IL and OCI zone, which are not allowed by MX standards of VMC 20.430.060.

8. VMC 20.912.030 Permits required. {for fences and walls}

A. Land Use Permits. A land use permit **Type I site plan approval** is required for any sound wall. No land use permit is required for other wall or fence; however the standards of 20.912 shall apply, unless exempted by [20.912.040](#).

Use appropriate terminology

9. VMC 20.912.070 Fences and Walls in Planned Developments.

A. The City's Planning Official or the City's Hearing **s** Examiner has the authority to approve walls and fences on the perimeters of developments that are incorporated as a design element that is part of a Planned Development or subdivision design, ~~or is useful in limiting sound impacts from sources identified in Chapter 20.912.080(B) Exceptions for sound walls.~~ The Planning Official and Hearing **s** Examiner can exceed the standards of this chapter, except those standards for vision clearance. In all cases the Planning Official and Hearing Examiner shall require the recording of appropriate provisions (covenants or similar methods) for maintenance to be assumed by the property owners or association of owners. (Ord. M-3643, 01/26/2004)

Clarify application of sound walls

10. VMC 20.920.030 Relationship to Other Development Standards. {infill}

A. All of the provisions of the City code that would apply to a noninfill project shall apply to infill projects except as specifically modified by this Chapter. If there is a conflict between the standards of this Chapter and the provisions of any applicable overlay districts or plan districts, the overlay district or plan district standards shall supersede the standards of this Chapter.

B. Development applications which meet the eligibility criteria for infill development, as outlined in this Chapter, must comply with additional transportation standards as provided for in VMC Chapter ~~11.96~~ **11.80.060** *Infill Development Transportation Standards. (Ord. M-3643, 01/26/2004)*

Correct cross reference



Staff Report 178-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 11/22/2021
12/6/2021

SUBJECT Six-month extension of temporary moratorium prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities

Key Points

- On June 8, 2020, the City Council adopted Ordinance M-4295 establishing an emergency six-month moratorium prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities. Adoption of the moratorium preserves the ability to develop the Strategic Plan, Vancouver City Center Vision (VCCV), Title 20 updates, Climate Action Plan, and other plans with the widest range of choices and alternatives for future development until the strategy and corresponding code updates are completed.
- On July 20, 2020, the City Council held a public hearing on Resolution M-4082 making findings of fact in support of the adoption of Ordinance No. M-4295 declaring an emergency and adopting a six-month temporary moratorium prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities. At the conclusion of the public hearing City Council voted to adopt Resolution M-4082.
- On December 7, 2020, the City Council held a public hearing on Ordinance No. M-4323 extending the moratorium by six months prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities. Following the public hearing, City Council approved the ordinance.
- On May 17, 2021, the City Council held a public hearing on Ordinance No. M-4335 extending the moratorium by six months prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities. Following the public hearing, City Council voted to approve the ordinance.
- City staff engaged key stakeholders and then presented proposed code amendments to the City Council during the workshop held on August 2, 2021, after which City staff issued a SEPA Determination of Non-Significance (DNS) for the proposed code amendments, which commenced a required public comment period.
- The City's SEPA DNS was appealed by the Western States Petroleum Association, which identified a number of concerns with the City's analysis; upon consideration of the appeal and related comments, staff agrees that more analysis is needed and has withdrawn the SEPA DNS to allow for additional work, which may necessitate assistance from outside experts.

- An additional six month extension of the moratorium should allow City staff enough time to engage with consultants and other experts in the field to thoroughly analyze the issues and develop more appropriate strategies to mitigate risks associated with the establishment of new or expansion of existing, large-scale fossil fuel facilities.
- This ordinance would extend the emergency six-month moratorium prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities for an additional period of six months and directs staff to continue work on recommendations addressing the circumstances necessitating the moratorium.

Strategic Plan Alignment

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

Present Situation

The current moratorium prohibits the acceptance, processing, and granting of applications for permits for establishment of new, or expansion of existing, large-scale fossil fuel facilities until December 8, 2020. This provides time for work to continue on updates to the Strategic Plan, VCCV, Title 20 updates, and the drafting of a Climate Action Plan. This extension would keep the current moratorium in place until June 8, 2021.

Advantage(s)

1. Allows the City time to consider the widest range of choice and alternatives for future development when developing strategy and plans and implementing corresponding code updates.
2. Allows time for associated public process, stakeholder outreach, and required environmental review.
3. Avoids jeopardizing any possible land use option that may be precluded by unrestricted development until work on the Strategic Plan, VCCV, Title 20 updates, and Climate Action Plan are further underway.

Disadvantage(s)

Prohibits the acceptance, processing, and granting of applications for permits for previously allowed new or expanded fossil fuel facilities.

Budget Impact

Minimal budget impact. No permit applications for new, or the expansion of existing, facilities means no permit fee revenue but also no permit review costs. Because permit review fees are capped, permit fees may not fully cover the cost of reviewing a large and complicated project like a fossil fuel facility, meaning the moratorium may have a slight budget benefit to the City.

Prior Council Review

- June 8, 2020, adoption of Ordinance M-4295 adopting temporary moratorium.

- July 20, 2020, adoption of Resolution M-4082 making findings of fact in support of the adoption of Ordinance No. M-4295.
- December 7, 2020, public hearing and approval of Ordinance M-4323 extending temporary moratorium for additional six months.
- May 17, 2021, public hearing and approval of Ordinance M-4335 extending temporary moratorium for additional six months.
- November 1, 2021 - Council workshop

Action Requested

On Monday, November 22, 2021, approve ordinance on first reading, setting date of second reading and public hearing for Monday, December 6, 2021.

Chad Eiken, Community Development Director, 360-487-7882

ATTACHMENTS:

- ▯ Ordinance

11/22/2021
12/06/2021

ORDINANCE NO. _____

AN ORDINANCE further extending for an additional period of six months the moratorium originally enacted by Ordinance No. M-4295, which was first extended by Ordinance No. M-4323, and subsequently extended a second time by Ordinance No. M-4335, prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities; directing staff to work to consider the issues noted by the various stakeholders and to ensure that the proposed amendments to the City Code adequately address the legal concerns raised by current industry operators; and establishing an effective date.

WHEREAS, the City of Vancouver is a Charter City of the First Class and has the authority to adopt and renew temporary moratoria pursuant to the City's constitutional police powers, home rule authority, RCW 36.70A.390, and RCW 35.63.200; and

WHEREAS, on June 8, 2020, the Vancouver City Council adopted Ordinance No. M-4295, enacting a six-month temporary moratorium prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities; and

WHEREAS, the City Council held a public hearing on July 20, 2020, and thereafter adopted findings of fact supporting the enactment of the moratorium; and

WHEREAS, on December 7, 2020, the City Council held another public hearing, at the conclusion of which it made additional findings of fact and adopted Ordinance No. M-4323, extending the moratorium for another six months, until June 8, 2021; and

WHEREAS, on May 17, 2021, the City Council held an additional public hearing, at the conclusion of which it made further findings of fact and adopted Ordinance No. M-4335, extending the moratorium again for another six-month period, until December 8, 2021; and

ORDINANCE - 1

WHEREAS, the City of Vancouver and the greater Pacific Northwest are vulnerable to powerful subduction zone earthquakes that occur with periodic frequency along the Juan de Fuca and North American plates; and

WHEREAS, geologic research has shown that subduction zone earthquakes have occurred along the Pacific Northwest with relative regularity over the last 10,000 years, and if averages from past events are predictive, the region could be overdue for another powerful subduction zone earthquake; and

WHEREAS, facilities that store or process hazardous materials have been recognized to present an increased risk of spills or leaks, and a greater concentration of such facilities renders the City's water supply at an increased susceptibility to contamination, particularly in the event of a powerful earthquake; and

WHEREAS, the City Council recognizes that the storage, transfer, processing, and handling of other fossil fuels within the City pose risks to safety, health, and livability, including mobility of people, other freight, and other commercial vehicles which are potentially catastrophic in magnitude; and

WHEREAS, this City Council finds that it is appropriate to conduct review and analysis of the City's current vulnerabilities to determine if the purposes of Title 20 and Chapter 14.26 VMC may continue to be fulfilled while accommodating the establishment of new, or expansion of existing, large-scale fossil fuel facilities; and

WHEREAS, the City Council finds that in order to preserve the City's ability to develop legislative amendments to address these issues with the widest range of choices and alternatives for future development, it is necessary to temporarily restrict the establishment of new, or

expansion of existing, large-scale fossil fuel facilities until the strategy and corresponding code updates are completed; and

WHEREAS, City staff presented proposed code amendments to the City Council during the workshop held on August 2, 2021, after which City staff then issued a SEPA Determination of Non-Significance (DNS) for the proposed code amendments, which commenced a required public comment period; and

WHEREAS, the City received an appeal of its SEPA Determination from the Western States Petroleum Association, which identified a number of concerns with the City's analysis; and upon consideration of the appeal and related comments, staff agrees that more analysis is needed, and has withdrawn the SEPA DNS to allow for additional work, which may necessitate assistance from outside experts; and

WHEREAS, extending the moratorium for another six months will allow City staff enough time to engage with consultants and other experts in the field to thoroughly analyze these issues and develop more appropriate strategies to mitigate risks associated with the establishment of new, or expansion of existing, large-scale fossil fuel facilities in the future, through amendments to existing zoning ordinances; and

WHEREAS, the extension of the existing moratorium prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities, for an additional six months, promotes the public health, safety, and general welfare of the people of Vancouver, and will encourage the most desirable and productive use of land and community resources; and

WHEREAS, it is necessary that this ordinance go into effect immediately in order to keep the existing moratorium in place, maintain continuity of the status quo, and avoid a rush of applications for new or expanded development of large-scale fossil fuel facilities.

ORDINANCE - 3

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. *Findings of fact.* The recitals to this ordinance, along with the recitals to Ordinance Nos. M-4295, M-4323, and M-4335, are hereby incorporated by this reference and adopted as the City Council’s findings of fact justifying renewal of the existing moratorium prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities, for an additional period of six months, in accordance with RCW 36.70A.390 and RCW 35.63.200. The City Council held the requisite public hearing on December 6, 2021, prior to final adoption of this ordinance and further renewal of the existing moratorium.

Section 2. *Definitions.* For the purposes of this ordinance:

A. “Fossil fuels” means petroleum and petroleum products, coal, and natural gasses, including without limitation methane, propane and butane, derived from prehistoric organic matter and used to generate energy. Fossil fuels do not include by-products such as asphalt, plastics, fertilizers, paints, or denatured ethanol.

B.1. “Large-scale fossil fuel facilities” means:

a. Facilities engaged in the wholesale distribution, extraction, refinement or processing of fossil fuels;

b. Terminals engaged in the bulk movement of fossil fuels (excluding railyards, fuel storage for airports, and fuel storage for marine servicing facilities);

c. Bulk coal storage: any structure, group of structures, equipment, or device that stores or transfers coal for use in the production of electricity or power.

d. Coal power plant: a thermal power station which burns coal to generate electricity or other usable power.

e. Natural gas processing: any facility which (i) separates natural gas components to recover usable natural gas liquids (*i.e.*, liquefied petroleum or natural gas), or (ii) produces natural gas suitable for transport (*i.e.*, pipeline quality dry natural gas), or (iii) processes natural gas to create methanol or other chemical products.

f. Natural gas storage and handling: any structure, group of structures, equipment, or devices that stores or transfers natural gas for use in the production of electricity or power, or for further processing (excluding facilities that create energy from landfill gas).

g. Bulk storage of one type of fossil fuel, or a combination of multiple types of fossil fuels, in excess of two million gallons.

2. “Large-scale fossil fuel facilities” do not include facilities that solely provide direct sales or distribution to consumers (*e.g.*, gas stations are not large-scale fossil fuel facilities).

Section 3. Six-month renewal of moratorium. As authorized by the City’s constitutional police powers, home rule authority, RCW 36.70A.390 and RCW 35.63.200, the City Council hereby renews the temporary moratorium on the acceptance, processing, and granting of applications for permits for establishment of new, or expansion of existing, large-scale fossil fuel facilities, for an additional period of six months.

Section 4. Exemptions. The moratorium, which was enacted by Ordinance No. M-4295, first extended by Ordinance No. M-4323, and subsequently extended a second time by Ordinance No. M-4335, and which is hereby renewed for an additional six months pursuant to Section 3 of this ordinance, shall not apply to permits required for upkeep, repair, or maintenance of existing buildings or properties, or work mandated by the City to maintain public health and safety.

Section 5. Duration. The moratorium enacted by Ordinance No. M-4295, first extended by Ordinance No. M-4323, and subsequently extended a second time by Ordinance No. M-4335, shall not expire on December 8, 2021, as stated in Ordinance No. M-4335, but instead shall remain in effect for an additional six months therefrom, until June 8, 2022, unless earlier terminated by the City Council.

Section 6. Vested rights. The moratorium renewed and extended by this ordinance does not apply to properties with vested rights existing on the date of the initial adoption of this moratorium. “Vested Rights” shall be defined in accordance with VMC 20.210.110.

Section 7. Severability. If any provision of this ordinance or its application to any person or circumstance is held invalid, or should any portion of this ordinance be preempted by state or federal law or regulation, the remainder of the ordinance or the application of the provision to other persons or circumstances shall survive and be unaffected.

Section 8. Effective date. The City Council hereby finds and declares that an emergency exists which necessitates that this ordinance become effective immediately in order to preserve the public health, safety and welfare. This ordinance shall become effective immediately upon passage at second reading, following public hearing. The City Clerk is directed to publish a summary hereof including the title at the earliest possible publication date.

Read the first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read the second time:

Passed by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2021.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ORDINANCE - 7

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE further extending for an additional period of six months the moratorium originally enacted by Ordinance No. M-4295, which was first extended by Ordinance No. M-4323, and subsequently extended a second time by Ordinance No. M-4335, prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities; directing staff to work to consider the issues noted by the various stakeholders and to ensure that the proposed amendments to the City Code adequately address the legal concerns raised by current industry operators; and establishing an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at (360) 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

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:

\$ 7,683,831.62 this 22nd day of November 2021.

MAYOR

COUNCILMEMBER

Natasha Ramras

AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
November 9, 2021 - November 15, 2021	Accounts Payable Checks (see attached)	\$ 4,306,899.38
November 9, 2021 - November 15, 2021	Hansen City Payments (see attached)	\$ 5,533.21
November 9, 2021 - November 15, 2021	Visa Refunds (see attached)	\$ 2,035.20
November 9, 2021 - November 15, 2021	Payroll Checks (see attached)	\$ 3,369,363.83
TOTAL		\$ 7,683,831.62

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Manual Wire	No Reference	11/10/2021	30,693.52	Gallagher Bassett Services Inc	
Supplier Payment	Manual Wire	No Reference	11/10/2021	5,314.95	ICMA 401A	
Supplier Payment	Manual Wire	No Reference	11/10/2021	222,653.73	ICMA Corp	
Supplier Payment	Manual Wire	No Reference	11/5/2021	348.40	Allegiance Benefit Plan Management Inc	
Supplier Payment	Manual Wire	No Reference	11/10/2021	245.00	Oregon SDU	
Supplier Payment	Manual Wire	No Reference	11/10/2021	55,190.42	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	11/10/2021	834.80	Vancouver Fire Command Officers	
Supplier Payment	Manual Wire	No Reference	11/10/2021	23,340.78	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	11/10/2021	5,791.63	Washington SDU	
Supplier Payment	Manual Wire	No Reference	11/10/2021	18,000.00	Washington State Firefighters	
Supplier Payment	Manual Wire	No Reference	11/10/2021	18,858.13	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	11/12/2021	983,387.27	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	11/12/2021	669.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire	No Reference	11/15/2021	9,713.56	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire	No Reference	11/15/2021	148,653.78	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	11/15/2021	30,054.51	Gallagher Bassett Services Inc	
Supplier Payment	Manual Wire	No Reference	11/15/2021	29,440.93	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire	No Reference	11/15/2021	63.29	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire	No Reference	11/15/2021	735,769.96	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	11/15/2021	13,667.90	Washington Dental Service	
Supplier Payment	EFT	EFT-00124047	11/10/2021	10,722.55	Vancouver Police Officer Guild	
Supplier Payment	EFT	EFT-00124048	11/10/2021	14,315.52	Allegiance Benefit Plan Management Inc	
Supplier Payment	EFT	EFT-00124049	11/10/2021	917.40	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00124050	11/10/2021	68.12	Legal Shield	
Expense Payment	Direct Deposit	EFT-00124051	11/12/2021	9.75	Dan Lloyd	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00124052	11/12/2021	562.53	David Sturbelle	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00124053	11/12/2021	265.50	Timothy McMillan	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00124054	11/12/2021	379.50	Rodrigo Osorio	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00124055	11/12/2021	172.50	Dustin Nicholson	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00124056	11/12/2021	241.50	Lee Gelsinger	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00124057	11/12/2021	308.50	Ross Keys	Travel Advance
Expense Payment	Direct Deposit	EFT-00124058	11/12/2021	70.61	Jason Ayers	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00124059	11/12/2021	112.00	Trever Swain	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00124060	11/12/2021	214.50	Chad Lawry	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00124061	11/12/2021	114.16	Brian Viles	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00124062	11/12/2021	213.40	Jason Kitterman	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00124063	11/12/2021	59.25	Robin Brown	Employee Reimbursement

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Expense Payment	Direct Deposit	EFT-00124064	11/12/2021	37.82	Matthew Bishop	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00124065	11/12/2021	12.50	Richard McConaghy	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00124066	11/12/2021	160.57	Matthew Jackson	Employee Reimbursement
Supplier Payment	EFT	EFT-00124067	11/12/2021	9,500.97	Eagle Newspaper Inc	
Supplier Payment	EFT	EFT-00124068	11/12/2021	2,717.93	Fire Systems West	
Supplier Payment	EFT	EFT-00124069	11/12/2021	4,502.75	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00124070	11/12/2021	1,280.00	Universal Field Services Inc	
Supplier Payment	EFT	EFT-00124071	11/12/2021	8,293.00	Salazar Architect Inc	
Supplier Payment	EFT	EFT-00124072	11/12/2021	32,564.98	Halme Excavating Inc	
Supplier Payment	EFT	EFT-00124073	11/12/2021	218,167.40	Doolittle Acquisitions	
Supplier Payment	EFT	EFT-00124074	11/12/2021	50,000.00	Public Sector Personnel Consultants, Inc	
Supplier Payment	EFT	EFT-00124075	11/12/2021	133,676.33	Granite Construction Company	
Supplier Payment	EFT	EFT-00124076	11/12/2021	1,732.72	RELX Inc. - Remit-To: LexisNexis - Chicago	
Supplier Payment	EFT	EFT-00124077	11/12/2021	2,838.46	HDR Engineering Inc	
Supplier Payment	EFT	EFT-00124078	11/12/2021	1,020.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00124079	11/12/2021	28,268.26	Accenture LLP	
Supplier Payment	EFT	EFT-00124080	11/12/2021	187,133.33	Vancouver Downtown Association	
Supplier Payment	EFT	EFT-00124081	11/12/2021	12,889.80	Cobblestone Homes LLC	
Supplier Payment	EFT	EFT-00124082	11/12/2021	383.60	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00124083	11/12/2021	27,530.20	Otak Inc	
Supplier Payment	EFT	EFT-00124084	11/12/2021	9,459.04	Metro Overhead Door Inc	
Supplier Payment	Check	26270	11/10/2021	7,869.90	Aflac	
Supplier Payment	Check	26271	11/10/2021	4,892.27	AFSCME Local #307	
Supplier Payment	Check	26272	11/10/2021	22,576.05	IAFF Local #452	
Supplier Payment	Check	26273	11/10/2021	665.00	IAM Local #1374	
Supplier Payment	Check	26274	11/10/2021	8,104.50	Life Insurance Company of North America	
Supplier Payment	Check	26275	11/10/2021	475.00	MFS Service Center Inc	
Supplier Payment	Check	26276	11/10/2021	75.00	OPEIU Local #11	
Supplier Payment	Check	26277	11/10/2021	4,090.78	OPEIU Local #11	
Supplier Payment	Check	26278	11/10/2021	608.00	Teamsters Local #58	
Supplier Payment	Check	26279	11/10/2021	297.50	UA Local #290	
Supplier Payment	Check	26280	11/10/2021	2,712.00	Western Conference of Teamsters	
Supplier Payment	Check	26281	11/10/2021	960.48	Western Metal Industry Pension Plan	
Supplier Payment	Check	26282	11/10/2021	508.95	State of Washington Auditor's Office	
Ad Hoc Payment	Check	26283	11/10/2021	360.90	Accurate Corporate Services	Refund: REF PO-57431 Paid in error to the COV
Ad Hoc Payment	Check	26284	11/10/2021	824.47	Arrow Roofing & Sheet MTL Inc	CMI-308339
Ad Hoc Payment	Check	26285	11/10/2021	305.86	Barr,Amber L	Utility Refunds: 0000001488-03
Ad Hoc Payment	Check	26286	11/10/2021	182.29	Barry,Margaret A	Utility Refunds: 0161007190-02
Ad Hoc Payment	Check	26287	11/10/2021	53.00	Brookdale Memory Care Community	Refund: CIVICGOV Inv 77034308 Cust 112200
Ad Hoc Payment	Check	26288	11/10/2021	95.86	Campbell,Grace	Utility Refunds: 0058001158-02
Ad Hoc Payment	Check	26289	11/10/2021	85.14	Campbell,Grace and Douglas	Utility Refunds: 0058001158-02
Ad Hoc Payment	Check	26290	11/10/2021	253.53	Candido,Andrew and Johanna	Utility Refunds: 0078057514-06
Ad Hoc Payment	Check	26291	11/10/2021	92.74	Carla Riso	Refund: PERMIT COV10694 cust mov out of dt space COV10688
Ad Hoc Payment	Check	26292	11/10/2021	197.14	Chargualaf,Diana	Utility Refunds: 0071033500-08
Ad Hoc Payment	Check	26293	11/10/2021	50.00	Columbia Resource Co/w Admin	Refund: alarm billing acct 529 invoice 99437979
Ad Hoc Payment	Check	26294	11/10/2021	100.52	Cyvia Willer and Hubert Willer Jr	Utility Refunds: 0060073002-14
Ad Hoc Payment	Check	26295	11/10/2021	140.33	DAVID AND DE ANN WILLIAMS	Utility Refunds: 0088080320-02

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Ad Hoc Payment	Check	26296	11/10/2021	114.68	Donna Gale Thompson	Utility refund for Schriver Family Trust
Ad Hoc Payment	Check	26297	11/10/2021	19.64	Elvestrom,Marilyn	Utility Refunds: 0500001657-01
Ad Hoc Payment	Check	26298	11/10/2021	55.58	Estate of Jacqueline R Lauder	Utility Refunds: 0038006000-00
Ad Hoc Payment	Check	26299	11/10/2021	250.00	GAISON PHAYNID	VOUCHER2008664.030
Ad Hoc Payment	Check	26300	11/10/2021	446.92	Getch,Leann M	Utility Refunds: 0101000138-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	26301	11/10/2021	556.67	Herbert,Darryl Allen	Utility Refunds: 0012078110-04
Ad Hoc Payment	Check	26302	11/10/2021	73.30	Ito,Ernesto M and Nora E	Utility Refunds: 0158000670-01
Ad Hoc Payment	Check	26303	11/10/2021	80.87	JASON D, ANNA AND SUZANNE M GABEL	Utility Refunds: 0031028901-05
Ad Hoc Payment	Check	26304	11/10/2021	250.00	Jessica Riel	Claim Payment - DOL: 10/18/21 - Risk
Ad Hoc Payment	Check	26305	11/10/2021	20.00	Katherine Porter	Refund: alarm billing acct 19921 inv 99450196
Ad Hoc Payment	Check	26306	11/10/2021	132.39	KATHLEEN GRAHAM AND PAUL AND SARAH SONNENFELD	Utility Refunds: 0092005300-04
Ad Hoc Payment	Check	26307	11/10/2021	113.00	KENT,KATHRYN	Utility Refunds: 0082023000-05 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	26308	11/10/2021	20.00	Kings Church	Refund: Alarm billing acct 22239 inv 99453090
Ad Hoc Payment	Check	26309	11/10/2021	285.57	Kobylnik,Zhanna and Anatoliy	Utility Refunds: 0087049520-05
Ad Hoc Payment	Check	26310	11/10/2021	34.06	Leake,Lana and Carol	Utility Refunds: 0065025764-14
Ad Hoc Payment	Check	26311	11/10/2021	100.92	Lee,Maureen	Utility Refunds: 0000006218-03
Ad Hoc Payment	Check	26312	11/10/2021	121.65	Lintz,Anthony	Utility Refunds: 0010060802-03
Ad Hoc Payment	Check	26313	11/10/2021	88.56	MATTHEW AND AMY NORTON	Utility Refunds: 0110004100-16
Ad Hoc Payment	Check	26314	11/10/2021	79.57	Moss,Samuel L	Utility Refunds: 0118014012-02
Ad Hoc Payment	Check	26315	11/10/2021	114.89	PAMELA R & CHRISTOPHER D HUBBARD	Utility Refunds: 0161012180-04
Ad Hoc Payment	Check	26316	11/10/2021	50.00	PCS	Refund: Alarm Billing Sea Mar Behavioral Health acct 15934 inv 99286904
Ad Hoc Payment	Check	26317	11/10/2021	40.00	PCS	Refund: Alarm billing acct 51387 invoices 99441075 & 99446040 ALICIA HARGROVE
Ad Hoc Payment	Check	26318	11/10/2021	14.00	PCS	Refund: alarms billing acct 21294 inv 99414740 EXTRA SPACE STORAGE
Ad Hoc Payment	Check	26319	11/10/2021	41.86	Pearl and Pearl Mngmnt LLC	Utility Refunds: 0000004979-03
Ad Hoc Payment	Check	26320	11/10/2021	250.00	Pelenita Puloka	Damage Deposit Refund
Ad Hoc Payment	Check	26321	11/10/2021	127.73	PETER AND RUBY ACKERMAN	Utility Refunds: 0088005140-08
Ad Hoc Payment	Check	26322	11/10/2021	81.29	Polly C Brooks	Refund: COV09704 permit returned
Ad Hoc Payment	Check	26323	11/10/2021	90.83	Red House Properties PNW LLC	Utility Refunds: 0074089103-03
Ad Hoc Payment	Check	26324	11/10/2021	52.38	ROBERT AND KELLI OWENS	Utility Refunds: 0096002902-08
Ad Hoc Payment	Check	26325	11/10/2021	6,531.10	Sark Point Inc.	SCIP Program Inv 1228 Klotzer 6310 NE 70th St
Ad Hoc Payment	Check	26326	11/10/2021	175.03	SCHAFFER,BRADY	Utility Refunds: 0123003843-03
Ad Hoc Payment	Check	26327	11/10/2021	82.00	Schauer,David	Utility Refunds: 0002000112-01
Ad Hoc Payment	Check	26328	11/10/2021	146.39	Scott Ellis	MPE-306980
Ad Hoc Payment	Check	26329	11/10/2021	96.23	SHAHID ALAM AND SHARMIN SIDDIQUI	Utility Refunds: 0097001558-02
Ad Hoc Payment	Check	26330	11/10/2021	72.26	Shawn Swanson	Refund: COV10692 moved to a different site.
Ad Hoc Payment	Check	26331	11/10/2021	108.00	Sowder,David Allen	Utility Refunds: 0039073105-01
Ad Hoc Payment	Check	26332	11/10/2021	137.47	Susan Flansberg	Refund: COV10701 no longer needs permit
Ad Hoc Payment	Check	26333	11/17/2021	47.55	Taylor,Dolores	Utility Refunds: 0097040014-02
Ad Hoc Payment	Check	26334	11/17/2021	207.45	Taylor,Dolores	Utility Refunds: 0097040014-02
Ad Hoc Payment	Check	26335	11/10/2021	25.00	Whitaker/Ellis Builders, INC	Refund: citation 7202907873
Ad Hoc Payment	Check	26336	11/10/2021	412.20	Wilkinson,Brandon and Alysia	Utility Refunds: 0106081050-06
Ad Hoc Payment	Check	26337	11/10/2021	95.36	Witherspoon,Kristen C	Utility Refunds: 0006001500-21
Ad Hoc Payment	Check	26338	11/10/2021	463.39	ZACH F & SAVANA R ECKERT	Utility Refunds: 0058041348-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	26339	11/10/2021	177.53	Zenith Properties NW	Utility Refunds: 0020017100-15
Ad Hoc Payment	Check	26340	11/10/2021	181.92	Zenith Properties NW LLC	Utility Refunds: 0044022100-10
Supplier Payment	Check	26341	11/10/2021	8,688.42	Abatement Services Inc.	

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Supplier Payment	Check	26342	11/10/2021	2,197.13	Able Fence Company Inc	
Supplier Payment	Check	26343	11/10/2021	645.19	Accurate Corporate Services Inc	
Supplier Payment	Check	26344	11/10/2021	1,452.41	A-Check America Inc - Remit-To: A-Check - Glendale	
Supplier Payment	Check	26345	11/10/2021	4,900.29	Action Technology Systems	
Supplier Payment	Check	26346	11/10/2021	56,015.10	Advanced Excavating Specialists LLC	
Supplier Payment	Check	26347	11/10/2021	1,035.00	Advantage Environmental Inc	
Supplier Payment	Check	26348	11/10/2021	23.50	Airgas, Inc	
Supplier Payment	Check	26349	11/10/2021	1,005.46	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	26350	11/10/2021	798.00	Allegheny Answering Services	
Supplier Payment	Check	26351	11/10/2021	60.00	American Sani-Can	
Supplier Payment	Check	26352	11/10/2021	1,625.33	Anderson Glass Co	
Supplier Payment	Check	26353	11/10/2021	2,243.22	Annas Consultants Inc	
Supplier Payment	Check	26354	11/10/2021	289.81	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	26355	11/10/2021	2,186.28	Arborscape Ltd Inc	
Supplier Payment	Check	26356	11/10/2021	389.40	Archaeological Investigations Northwest Inc	
Supplier Payment	Check	26357	11/10/2021	8,341.19	AT & T Mobility II LLC	
Supplier Payment	Check	26358	11/10/2021	21,287.70	Ballard Marine Construction LLC	
Supplier Payment	Check	26359	11/10/2021	1,520.35	Bound Tree Medical LLC	
Supplier Payment	Check	26360	11/10/2021	3,845.50	BSK Associates - Remit-To: Supplier BSK Associates	
Supplier Payment	Check	26361	11/10/2021	4,277.50	CBG Communications Inc	
Supplier Payment	Check	26362	11/10/2021	48,860.99	CECO Inc	
Supplier Payment	Check	26363	11/10/2021	815.57	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	26364	11/10/2021	50.00	Cellco Partnership - Remit-To: Cellco - NJ	
Supplier Payment	Check	26365	11/10/2021	23,015.00	Century West Engineering Corp	
Supplier Payment	Check	26366	11/10/2021	5,750.00	Chanmi Development LLC	
Supplier Payment	Check	26367	11/10/2021	7,378.00	Chicago Title Company of WA	
Supplier Payment	Check	26368	11/10/2021	10,949.90	Chough Inc	
Supplier Payment	Check	26369	11/10/2021	1,530.94	Cintas	
Supplier Payment	Check	26370	11/10/2021	15,912.00	City of Portland	
Supplier Payment	Check	26371	11/10/2021	53.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	26372	11/10/2021	675.32	Clark County	
Supplier Payment	Check	26373	11/10/2021	18,012.50	Clark County Fire District 5	
Supplier Payment	Check	26374	11/10/2021	140,065.57	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	26375	11/10/2021	491.59	Clark Public Utility District No. 1	
Supplier Payment	Check	26376	11/10/2021	616.06	Clark Public Utility District No. 1	
Supplier Payment	Check	26377	11/10/2021	781.77	Clark Public Utility District No. 1	
Supplier Payment	Check	26378	11/10/2021	509.69	Clark Public Utility District No. 1	
Supplier Payment	Check	26379	11/10/2021	650.26	Clark Public Utility District No. 1	
Supplier Payment	Check	26380	11/10/2021	43.48	Clark Public Utility District No. 1	
Supplier Payment	Check	26381	11/10/2021	434.60	Clark Public Utility District No. 1	
Supplier Payment	Check	26382	11/10/2021	26.62	Clark Public Utility District No. 1	
Supplier Payment	Check	26383	11/10/2021	38,122.11	Clary Longview LLC	
Supplier Payment	Check	26384	11/10/2021	259.75	Code Publishing Co	
Supplier Payment	Check	26385	11/10/2021	3,000.00	Colliers International Valuation & Advisory Services LLC	
Supplier Payment	Check	26386	11/10/2021	15,763.11	Columbia Resource Company	

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Supplier Payment	Check	26387	11/10/2021	241.11	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	26388	11/10/2021	108.29	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	26389	11/10/2021	193.29	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	26390	11/10/2021	109.92	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	26391	11/10/2021	114.92	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	26392	11/10/2021	109.92	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	26393	11/10/2021	32.76	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	26394	11/10/2021	187.75	Comcast Holdings Corporation - Remit-To: Comcast Holding Corporation - Boston	
Supplier Payment	Check	26395	11/10/2021	16,998.36	Comcast Holdings Corporation - Remit-To: Comcast Holdings Corporation - Philadelphia	
Supplier Payment	Check	26396	11/10/2021	7,308.00	Confluence Engineering Group LLC	
Supplier Payment	Check	26397	11/10/2021	10,353.08	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	26398	11/10/2021	428.18	Craig and Julie Pfeifer	
Supplier Payment	Check	26399	11/10/2021	3,505.86	CUES Inc - Remit-To: CUES Inc - Cincinnati	
Supplier Payment	Check	26400	11/10/2021	3,270.00	CyberSource Corporation - Remit-To: CyberSource - Los Angeles	
Supplier Payment	Check	26401	11/10/2021	86.80	Datec Inc	
Supplier Payment	Check	26402	11/10/2021	99,034.43	Del Sol Inc	
Supplier Payment	Check	26403	11/10/2021	262.00	Dex Media West	
Supplier Payment	Check	26404	11/10/2021	7,638.80	Distinctive Landscape LLC	
Supplier Payment	Check	26405	11/10/2021	10,978.82	DKS Associates Inc	
Supplier Payment	Check	26406	11/10/2021	23,216.43	Epic Land Solutions, Inc.	
Supplier Payment	Check	26407	11/10/2021	2,335.00	Eric Thomas Lanciault	
Supplier Payment	Check	26408	11/10/2021	11,800.00	Executive Diversity Services	
Supplier Payment	Check	26409	11/10/2021	56.42	Experian Marketing Solutions - Remit-To: Experian Los Angeles	
Supplier Payment	Check	26410	11/10/2021	21,617.05	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	26411	11/10/2021	13,291.25	First American Title Ins Co	
Supplier Payment	Check	26412	11/10/2021	61,100.00	Fort Vancouver Regional Libraries	
Supplier Payment	Check	26413	11/10/2021	2,749.50	Foster Garvey PC	
Supplier Payment	Check	26414	11/10/2021	7,060.00	Gallagher Bassett Services Inc	
Supplier Payment	Check	26415	11/10/2021	1,455.59	Genuine Parts Company	
Supplier Payment	Check	26416	11/10/2021	28,819.03	Gray & Osborne Inc	
Supplier Payment	Check	26417	11/10/2021	5,300.50	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	26418	11/10/2021	16,434.02	H D Fowler Company Inc	
Supplier Payment	Check	26419	11/10/2021	7,600.14	Herrera Environmental Consultants Inc	
Supplier Payment	Check	26420	11/10/2021	280.26	HMI Oregon - Remit-To: Pacific WRO	
Supplier Payment	Check	26421	11/10/2021	3,554.10	Integrity Tree Care, Inc	
Supplier Payment	Check	26422	11/10/2021	1,400.00	International City County Management Association	
Supplier Payment	Check	26423	11/10/2021	979.84	Iron Mountain Inc - Remit-To: Iron Mountain - New York	
Supplier Payment	Check	26424	11/10/2021	1,186.16	J-2 Blueprint Supply Co.	
Supplier Payment	Check	26425	11/10/2021	1,464.75	Jamestown Networks	

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Supplier Payment	Check	26426	11/10/2021	3,179.00	JCI Jones Chemicals, Inc.	
Supplier Payment	Check	26427	11/10/2021	7,828.50	Kearns & West Inc	
Supplier Payment	Check	26428	11/10/2021	72.50	Kineticorp LLC	
Supplier Payment	Check	26429	11/10/2021	17,217.14	King County Directors Association Purchasing Department	
Supplier Payment	Check	26430	11/10/2021	1,085.00	Kurita America Inc - Remit-To: US Water - Minneapolis	
Supplier Payment	Check	26431	11/10/2021	6,797.34	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	26432	11/10/2021	3,643.92	Lakeyland Inc	
Supplier Payment	Check	26433	11/10/2021	79.16	Langley's Ace Inc	
Supplier Payment	Check	26434	11/10/2021	4,994.80	Leupold & Stevens Inc	
Supplier Payment	Check	26435	11/10/2021	2,247.50	LSW Architects PC	
Supplier Payment	Check	26436	11/10/2021	298.38	Mark IV Enterprises Inc	
Supplier Payment	Check	26437	11/10/2021	225.00	Marquam Group LTD	
Supplier Payment	Check	26438	11/10/2021	5,382.50	Maul Foster & Alongi Inc	
Supplier Payment	Check	26439	11/10/2021	13,479.18	McFarlanes Bark Inc	
Supplier Payment	Check	26440	11/10/2021	1,000.00	Message Gears LLC	
Supplier Payment	Check	26441	11/10/2021	18,038.21	Northeast Electric LLC	
Supplier Payment	Check	26442	11/10/2021	200.00	Northwest Association of Community Development Managers	
Supplier Payment	Check	26443	11/10/2021	158.25	Northwest Drug-Safe LLC	
Supplier Payment	Check	26444	11/10/2021	10,257.71	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	26445	11/10/2021	11,497.93	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	26446	11/10/2021	1,464.83	One Call Concepts Inc	
Supplier Payment	Check	26447	11/10/2021	5,757.05	Parametrix, Inc	
Supplier Payment	Check	26448	11/10/2021	4,797.85	Passport Labs Inc. - Remit-To: Passport Labs Inc	
Supplier Payment	Check	26449	11/10/2021	390.00	PBS Engineering and Environmental Inc	
Supplier Payment	Check	26450	11/10/2021	4,550.00	Petty Cash Custodian - Remit-To: Greg Raquer	
Supplier Payment	Check	26451	11/10/2021	6,956.98	Phone Pro Inc	
Supplier Payment	Check	26452	11/10/2021	2,171.96	Physio-Control Inc - Remit-To: Stryker Medical	
Supplier Payment	Check	26453	11/10/2021	360.00	Porter W Yett Company	
Supplier Payment	Check	26454	11/10/2021	39,090.66	PPC Solutions Inc	
Supplier Payment	Check	26455	11/10/2021	2,754.00	Professional Service Industries	
Supplier Payment	Check	26456	11/10/2021	269.50	Quick Caption Inc	
Supplier Payment	Check	26457	11/10/2021	6,714.87	Qwest Corp - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	26458	11/10/2021	3,308.17	R & M Plant Procurement	
Supplier Payment	Check	26459	11/10/2021	1,479.52	Rentokil North America Inc	
Supplier Payment	Check	26460	11/10/2021	9,372.27	Retail Lockbox Inc	
Supplier Payment	Check	26461	11/10/2021	1,974.70	Rigert Landscaping Co	
Supplier Payment	Check	26462	11/10/2021	27,386.49	SDB Contracting Services	
Supplier Payment	Check	26463	11/10/2021	675.64	Seals Unlimited Inc	
Supplier Payment	Check	26464	11/10/2021	9,769.71	Shrums Pest Control	
Supplier Payment	Check	26465	11/10/2021	34,347.50	State of Washington Department of Ecology - Remit-To: State of Washington Department of Ecology	
Supplier Payment	Check	26466	11/10/2021	1,485.25	State of Washington State Patrol	
Supplier Payment	Check	26467	11/10/2021	53.43	Stericycle Inc	

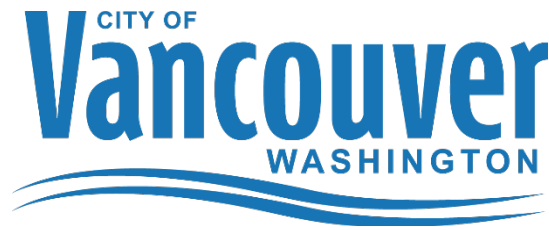
INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Check	26468	11/10/2021	1,128.40	Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena	
Supplier Payment	Check	26469	11/10/2021	271.00	TLC Towing	
Supplier Payment	Check	26470	11/10/2021	1,078.55	Towing & Recovering Services Inc	
Supplier Payment	Check	26471	11/10/2021	971.08	Transunion Risk & Alternative Data Solutions Inc	
Supplier Payment	Check	26472	11/10/2021	1,370.11	Triple J Enterprises	
Supplier Payment	Check	26473	11/10/2021	12.28	United Parcel Service	
Supplier Payment	Check	26474	11/10/2021	114.02	United States Dosimetry Technology Inc	
Supplier Payment	Check	26475	11/10/2021	329.00	Vancouver Aire LLC	
Supplier Payment	Check	26476	11/10/2021	760.98	Walter E Nelson Company	
Supplier Payment	Check	26477	11/10/2021	26,889.94	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	26478	11/10/2021	28.65	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
Supplier Payment	Check	26479	11/10/2021	40.73	Ziply Fiber	
Supplier Payment	Check	26480	11/10/2021	10.00	Clark County - Remit-To: Reeta Fees	
Supplier Payment	Check	26481	11/10/2021	8,909.06	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Customer Refund	Check	26482	11/10/2021	65.28	WHITTNEY FORD	Stays overpayment
			SUBTOTAL	4,306,899.38		
Hansen			11/15/2021	5,533.21	City Payments	Posted 11-08-21 thru 11-14-21
			SUBTOTAL	5,533.21		
Visa			11/15/2021	1,407.20	Miscellaneous	Parks Class Refunds - FCC 11-08-21 thru 11-14-21
Visa			11/15/2021	628.00	Miscellaneous	Parks Class Refunds - MCC 11-08-21 thru 11-14-21
Visa			11/15/2021	-	Miscellaneous	Parks Class Refunds - Special Events 11-08-21 thru 11-14-21
Visa			11/15/2021	-	Miscellaneous	Parks Class Refunds - WREC 11-08-21 thru 11-14-21
			SUBTOTAL	2,035.20		
			TOTAL	4,314,467.79		

City of Vancouver
Payroll Council Report
November 9, 2021 - November 15, 2021

Check No.	Date	Explanation	Amount
3458-3484	11/10/21	21 2021 Payroll	\$ 15,124.25
122332-124046	11/10/21	21 2021 Direct Deposits	\$ 3,352,423.80
N/A	11/10/21	Chylah Bass - NACHA Return	\$ (331.22)
124085	11/11/21	Chylah Bass - NACHA Return	\$ 331.22
124086	11/11/21	Sara Beckman - Supplemental Payment	\$ 730.48
3485	11/11/21	Charles Masi - Supplemental Payment	\$ 1,085.30

\$ 3,369,363.83



City of Vancouver • P.O. Box 1995 • Vancouver, WA 98668-1995
www.cityofvancouver.us

DATE: November 15, 2021
TO: Mayor and City Council
CC: Eric Holmes, City Manager
FROM: Jonathan Young, City Attorney
RE: City Council Policy Updates

MEMORANDUM

A handwritten signature in black ink, appearing to be "JY", is written over the "FROM:" line of the memorandum.

Mayor, City Council:

On November 15, 2021, we have reserved time for a 1-hour Workshop for you to review your current City Council Policies and provide Staff direction on any policies you might wish to modify or update. To assist in facilitating this discussion, I have noted the following points as a non-exhaustive list of possible changes for your consideration:

1. All Council Policies¹

- a. Pronoun modernization: replace all pronouns with the gender inclusive "they/their."
- b. Citizenship neutrality: replace all instances of "citizen" with either "resident", "community member" except where citizenship is required by law (e.g., Council Vacancies must be filled with a "qualified elector" which requires U.S. citizenship. Washington State Constitution Article VI, Section 1. In these instances, I would propose using the legally precise term "qualified elector.")

2. Policy 100-06 Appointments to Citizen Boards and Commissions

- a. Term limits – Section 4.2 of Policy 100-06 imposes term limits for certain board and commission positions. Looking ahead to issues that may arise in the years ahead, the City has a number of boards and commissions that were placed on-hold and did not meet during the first year of the pandemic.

¹ City Council policies can be found online at: www.cityofvancouver.us/citycouncil/page/city-council-policies

City Council may wish to provide direction to City Staff to ensure that the impact of this period of inactivity is uniformly addressed across all City boards and commissions. If desired, this could be done in at least three different ways:

- i. Provide general direction *without amending your policy* but directing Staff to calculate term limits so that all effected board and commission members are afforded additional time on their term limits (e.g., one extra year or one extra term) in consideration for the period of inactivity caused by the pandemic; or
- ii. Modify policy 100-06 to create an express (written) tolling provision specifying that in calculating term limits, any periods of prolonged board/commission inactivity should be excluded; or

Alternatively:

- iii. Direct staff to calculate term limits as written in the policy, without regard to tolling periods of inactivity.

Selecting any one of the above would bring clarity to the question of whether the time period that boards, commissions and committees were placed on hold during COVID-19 should be counted for purposes of calculating future term limits or whether Staff should deem members' term limits tolled for periods of inactivity due to COVID-19.

- b. Board/Commission Member Reappointment Process. Council may wish to review and discuss possible modifications to the Reappointment Process (City Council Policy 100-06, Section 4.4.) Currently:

- i. Board and Commission members who desire reappointment should submit a letter of continued interest which should trigger a review of factors including attendance, effectiveness, and duration of service.
- ii. The position is re-advertised even if the incumbent wishes to retain their seat.
- iii. Interviews are conducted with all candidates if fewer than 10 applications are received. Interviews are conducted with candidates selected by the Council subcommittee if more than 10 applications are received.

There are recognized benefits and drawbacks to the current process. A benefit is that the selection of board and commission members is an impactful process and Councilmembers are currently closely involved in the selection process.

A corresponding drawback is that Staff recognize that this process requires a significant time investment from Councilmembers. Should Council wish to make any modifications to the current process, Staff would welcome that feedback.

- c. Minor technical revisions. The City's Boards & Commissions Coordinator has identified a short list of additional updates, including updating the list of Boards and Commissions to include PDX Community Advisory Committee.

3. Policy 100-31a City Manager Evaluation

- a. No proposed revisions identified for discussion at this time.

4. 100-32 City Council Meetings

- a. Councilmember Seniority and Seating. Policy 100-32, Section 4.0 and Section 5.6 reference Councilmember seniority. However, these sections are silent as to seniority is established between two (or more) councilmembers who are elected in the same election cycle. Staff recommends clarifying the process for establishing Councilmember seniority in the event that two City Councilmembers join the City Council from the same election cycle. Options include:
 - i. The Councilmember-Elect who received the greatest *number of votes* is sworn in first and afforded higher seniority; or
 - ii. The Councilmember-Elect who won by the greatest *percentage margin*, or alternate suggestions are welcome.
- b. Duration of Public Communication on Consent Items and Public Hearings. Section 10.5 of Policy 100-32 governs public communication regarding the Consent Agenda and Public Hearings. Staff suggests considering limiting the total duration of community communication on items that appear on the Consent Agenda and as Public Hearings to 90 minutes for consistency with the time limits imposed at the Community Communication Forum. (Section 10.11). As within Section 10.11, Staff would suggest permitting extension of these time limits by majority vote of the Council.
- c. Community Communication Forum. Policy 100-32 Section 10.11 provides an opportunity for community members to speak to the City Council on topics related to City business. City Council may wish to consider whether this process could be improved by one or more of the following:

- i. Discontinue broadcasting coverage of community communication forum.
To facilitate the free exchange of dialog with community members and minimize the trepidation some community members face when speaking to their elected officials (particularly, members of historically marginalized communities), it is recommended that Council consider revising Policy 100-32, Section 5.7 to discontinue broadcasting community communication forums on CTV, Facebook-Live and similar platforms. (Attendance would still be open to the public in-person and/or via telephone and GoToMeeting platform as applicable).
- ii. Receptions or Sub-Quorum Breakouts: Consider transitioning to a community reception before in-person meetings of the Vancouver City Council and/or increased opportunities for sub-quorum meetings with community members.
- iii. Other ideas welcome. There is no legal requirement to host a community communication forum, therefore there is broad latitude to change and improve the opportunities for Councilmembers to connect with, and listen to, the community members we serve.

5. 100-33 Councilmember Appointments on Boards and Commissions

- a. No proposed revisions identified for discussion at this time.

6. 100-34 Relations with Staff

- a. No proposed revisions identified for discussion at this time.

7. 100-35 Miscellaneous Procedures

- a. Section 7.0 of Policy 100-35 contains a cross-reference to answering identical emails addressed to City Council. This Section should be revised to reflect any changes to the City Council Email Policy (100-37) for sake of consistency.

8. 100-36 Code of Ethics

- a. Staff would suggest Council consider adding harassment prevention and reporting in a manner similar to that used by the Washington State Legislature (see e.g., WA House of Representatives [Respectful Workplace Policy](#).)

9. 100-37 Email Policy

- a. As a cybersecurity measure, Staff recommend that the City Manager's Office monitor all email to new, proprietary Councilmember email addresses. Doing so will allow CMO Staff to quickly ascertain whether duplicate emails have been sent to all Councilmembers. Doing so will also allow City Communications Staff to better identify recurring themes of interest to our community.
- b. As a means of modernizing communication with the City's 190,000 residents, City Council may wish to consider employing automated responses acknowledging receipt of all email messages and inquiring whether further follow-up is desired.

10. 100-38 Filling City Council Vacancies

City Council may wish to consider one or more of the following:

- a. Referring a proposed Charter Amendment that would establish one or more 'freeze periods' during which City Council vacancies would remain open and unfilled. Such 'freeze periods' might be proposed for:
 - i. The time-period when Council has the heaviest perceived influence on selection of the next Councilmember-Elect (i.e., vacancies that occur on or after the first day of the regular filing period through completion of the general election as in partisan offices. *See e.g., [RCW 42.12.040](#)*); and/or
 - ii. Periods in which the selection of an appointed Councilmember are impracticable due to timing of vacancy (e.g., less than 90 days before a successor will take office through election).
- b. Direct Staff to develop an implementation strategy to create new opportunities for a diverse pool of community members to increase their knowledge, skill and qualifications for elected leadership through service opportunities on the City's boards and commissions. Such strategies may include implementation of one or more of the [Final Recommendations](#) of the Community Task Force on Council Representation.
- c. Explore the possibility of establishing a slate of prospective Councilmember-appointees who would serve on the condition of not seeking election in the next general election.

11. 100-39 Appearance of Fairness

- a. Establish uniform, equal, time limits for proponents and opponents of parties with direct interests in quasi-judicial hearings (e.g., generally 15 min. per side unless otherwise specified by the Mayor.)
- b. Establish uniform briefing deadlines for parties to closed-record hearings (e.g., briefs must be submitted to the Assistant to the Council and Mayor no later than the Tuesday before the hearing to ensure timely inclusion in Council's packet.)
- c. Consider directing Staff to explore alternatives to having Council serve as quasi-judicial decision makers wherever legally permissible. As this Council has observed, conducting quasi-judicial hearings can be time-intensive and require considerable legal guidance. Other Washington cities have observed the same. (See [MRSC - Should Legislative Bodies Conduct Quasi-Judicial Hearings?](#)) As the City's business and regulatory environments continue to grow in vibrancy and complexity, it may be prudent to look for opportunities to amend City Code to maximize the use of hearing examiners in conducting quasi-judicial hearings wherever allowed by law.

12. 100-40 Social Media

- a. To ensure compliance with applicable Public Records laws, Staff suggests adding requirement that all Councilmembers who use social media to conduct any manner of City business register their accounts with the City's Information Technology Department for inclusion in Social Capture.

13. 100-41 Council Health Insurance Opt-Out

- a. No proposed revisions identified for discussion at this time.

14. City Council Compact

- a. To be discussed at 2022 Council Retreat.

Workshop format and deliverables.

Mayor and City Council – As a final note, I would simply emphasize that the hour that has been set aside for your discussion on November 15, 2021 belongs to you. I will be prepared to guide your discussion to the extent you desire, but I invite you to request topics out of sequence and flip freely between topics, particularly as several subjects are inter-related. For ease of reference (mine and yours) a table containing a summary of discussion topics appears below.

Vancouver City Council Policy Updates
(Sample Table for Ease of Reference)

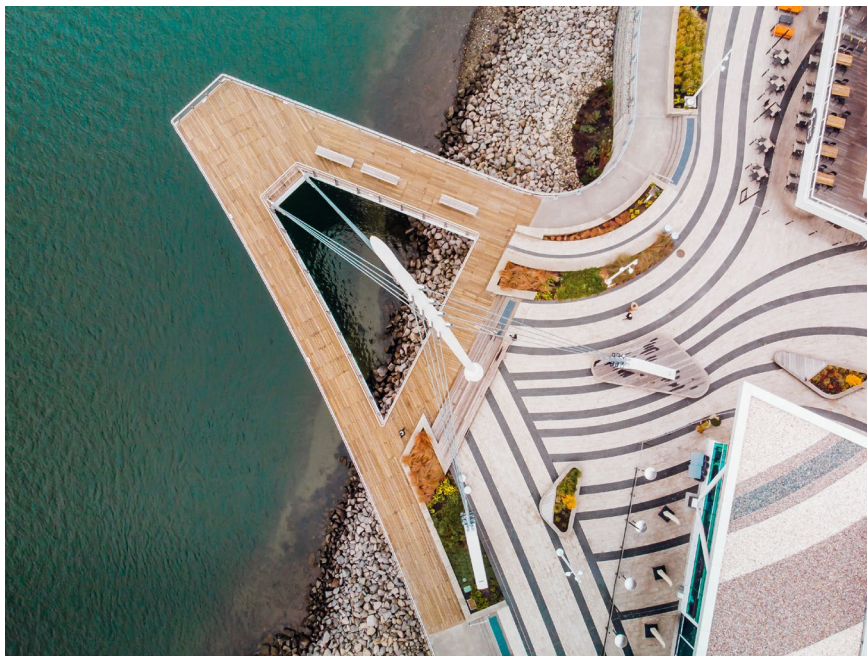
Vancouver City Council Policy Updates (Sample Table for Ease of Reference)			
All Council Policies	☒ Pronoun Modernization		☒ Citizenship Neutrality
Community Member Appointment to Boards & Commissions 100-06	Term Limits: ☒ General Direction to allow 1-extra term to all Bd/Commission members serving during COVID-19 ☐ Written change to Council policy, or ☐ Strict enforcement of term limits.		Bd/Commission Reappointment Process: ☐ No change desired ☐ Less Council involvement ☐ Other:_____.
Council Meetings 100-32	Councilmember Seniority: ☐ Highest number votes rec'd ☐ Highest percentage of votes ☐ Other:_____.	Total time for testimony: ☒ All Consent agenda items limited to 90 min. ☒ Public Hearings limited to 90 min. each. ☒ All time limits may be extended by majority vote.	Community Forum: ☐ Discontinue CVTV ☐ Add Reception Format upon return to in-person meetings ☐ Pilot sub-quorum break-out groups ☐ Other:_____.
Code of Ethics 100-36	Addition of Harassment Prevention Policy: ☒ Direct Staff to formulate harassment prevention policy comparable to WA Legislature. ☐ Revisit in the future.	Other revisions: ☐ _____ _____ _____	
Email Policy 100-37	☐ Implement proprietary Councilmember addresses for cyber-security. ☐ Direct Staff to explore auto-responses to ensure prompt feedback. ☒ Take no action at this time.		
Filling Council Vacancies 100-38	Direct Staff to: ☐ Draft proposed Charter amendment re: appointment freeze from filing week through general election. ☐ Draft proposed Charter amendment re: appointment freeze for periods when appt. impracticable < 90 days. ☐ Develop work plan to broaden diverse pool of exceptional candidates. ☐ Establish slate of prospective Councilmember-appointees to serve on condition of not seeking election. ☐ Take no action at this time. ☐ Other: _____.		
Appearance of Fairness 100-39	☒ Establish uniform time-limits of 15 min. per side. ☒ Set briefing deadlines for Tuesday before hearing. ☒ Direct Staff to explore options for increased utilization of hearings examiners.		
Social Media	☒ Add language directing use of Social Media Capture whenever social platforms used for City business.		

City Council Policies Review and Update

CITY OF
Vancouver
WASHINGTON

November 15, 2021
Vancouver City Council Workshop
Jonathan Young, City Attorney

Overview



City Attorney's guided discussion of selected Council policies:

- Six Recommended Updates
- Councilmember Seniority (100-32)
- Email Policy (100-37)

City Council Discussion (Sequence Optional):

- Filling Council Vacancies (100-38)
- Board / Comm'n. Appointment (100-06)
- Community Forum (100-32)
- Other Topics

Six Recommended Updates

Vancouver City Council Policy Updates (Sample Table for Ease of Reference)		
#1	9th Council Briefing	☒ Pronoun Modernization ☒ Citizenship Neutrality
#2	Community Member Appointment to Board & Commissions 100-06	☒ General Direction to allow 1 extra term to all Bd/Commission members serving during COVID-19 ☐ Written change to Council policy, or ☐ Strict enforcement of term limits. Bd/Commission Reappointment Process: ☐ No change desired ☐ Less Council Involvement ☐ Other: _____
#3	Council Meetings 100-32	Councilmember Seniority: ☐ Highest number votes rec'd ☐ Highest percentage of votes Total time for testimony: ☒ All Consent agenda items limited to 90 min. ☒ Public Hearings limited to 90 min. each. ☒ All time limits may be extended by majority vote. Community Forum: ☐ Discontinue CTV ☐ Add Reception Format upon return to in-person meetings ☐ Pilot sub-quorum break-out groups ☐ Other: _____
#4	Code of Ethics 100-36	Addition of Harassment Prevention Policy: ☒ Direct Staff to formulate harassment prevention policy comparable to WA Legislature. ☐ Revisit in the future. Other revisions: ☐ _____ ☐ _____ ☐ _____
	Email Policy 100-37	☐ Implement proprietary Councilmember addresses for cyber-security. ☐ Direct Staff to explore auto-responses to ensure prompt feedback. ☒ Take no action at this time.
	Filling Council Vacancies 100-38	Direct Staff to: ☐ Draft proposed Charter amendment re: appointment freeze from filing week through general election. ☐ Draft proposed Charter amendment re: appointment freeze for periods when appt. impracticable < 90 days. ☐ Develop work plan to broaden diverse pool of exceptional candidates. ☐ Establish slate of prospective Councilmember-appointees to serve on condition of not seeking election. ☐ Take no action at this time. ☐ Other: _____
#5	Appearance of Fairness 100-39	☒ Establish uniform time-limits of 15 min. per side. ☒ Set briefing deadlines for Tuesday before hearing. ☒ Direct Staff to explore options for increased utilization of hearings examiners.
#6	Social Media	☒ Add language ensuring use of social Media capture whenever social platforms used for City business.

☒ Recommended.

☒ Not advised but legally permissible.

In your view, would the following policy sections benefit from the changes described in the detailed briefing memo?

1. Pronoun modernization, and citizenship neutrality (all policies)
2. Board & Commission Term Limits (100-06)
3. Council Meetings: 90 min testimony (100-32)
4. Draft Harassment Prevention Policy (100-36)
5. Appearance of Fairness (100-39)
6. Social Media (100-40)

Councilmember Seniority (Policy 100-32)

As between two (or more) new council members elected in the same general election, seniority shall be established according to:

- ☐ Greatest number of votes received;
- ☐ Greatest percentage of votes regardless of total vote count;
- ☐ Other?

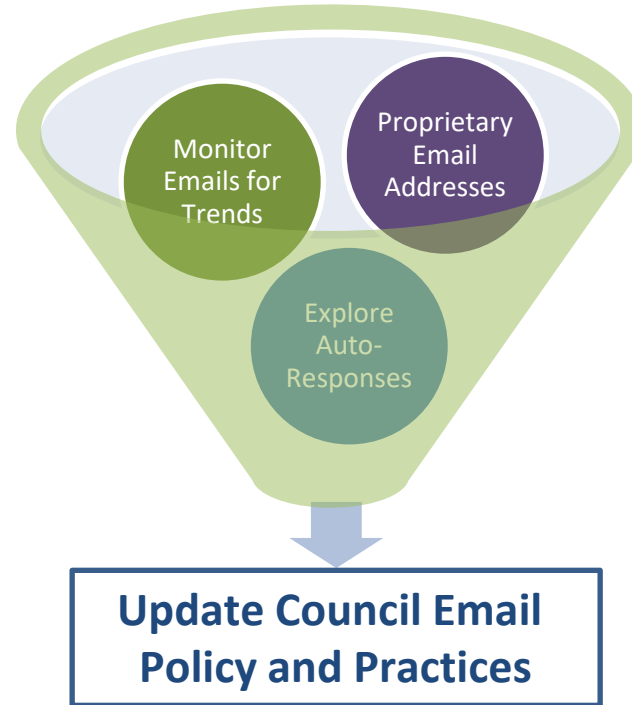


Email Policy (100-37)

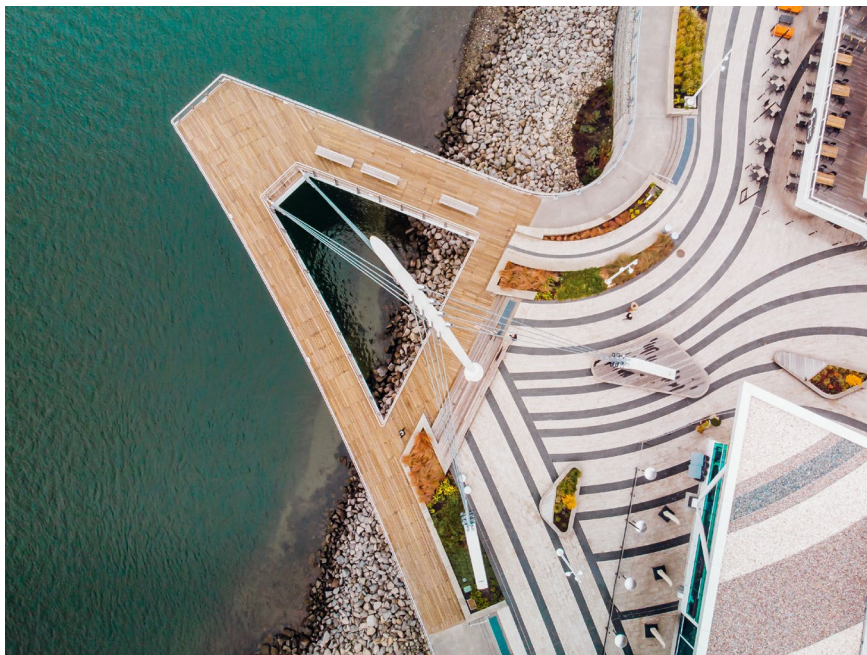


**(Not advised but
legally permissible)**

OR



Overview



City Attorney's guided discussion of selected Council policies:

- Six Recommended Updates
- Councilmember Seniority (100-32)
- Email Policy (100-37)

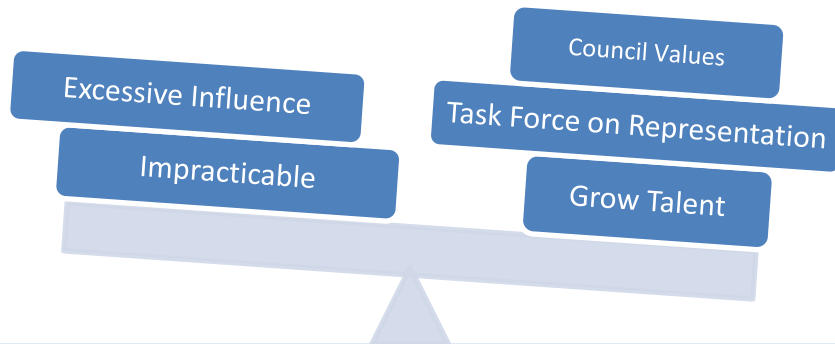
City Council Discussion (Sequence Optional):

- Filling Council Vacancies (100-38)
- Board / Comm'n. Appointment (100-06)
- Community Forum (100-32)
- Other Topics

Filling Council Vacancies (Policy 100-38)

Freeze

Appoint

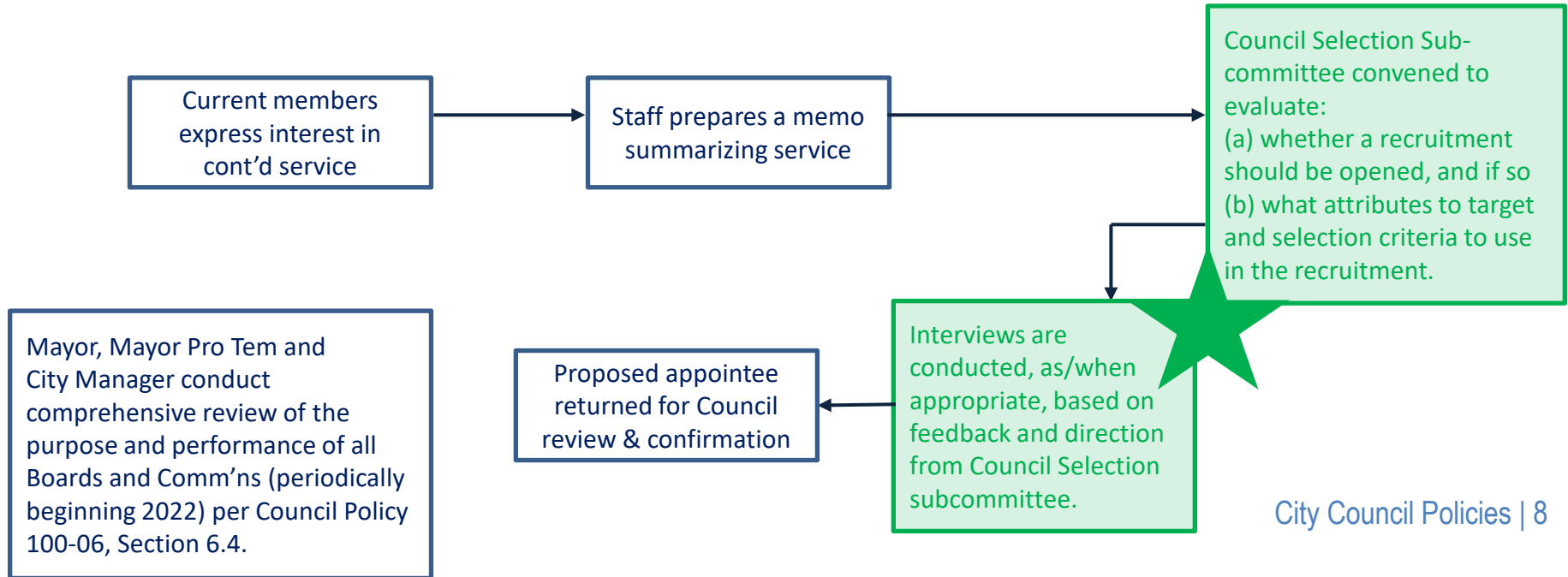


Direct Staff to:

- ☐ Draft proposed Charter amendment re: appointment freeze from filing week through general election.
- ☐ Draft proposed Charter amendment re: appointment freeze for periods when appt. impracticable < 90 days.
- ☐ Develop work plan to broaden diverse pool of exceptional candidates.
- ☐ Establish slate of prospective Councilmember-appointees to serve on condition of not seeking election.
- ☐ Take no action at this time.
- ☐ Other: _____.

Community Member Boards Comm'ns (100-06)

(1) Is Council getting the desired deliverables out of the current appointment process as written? (2) Are modifications★ desired?



Community Forum (Policy 100-32)

Which changes (if any) would Council be interested in seeing to the format of Community Communication Forum:

- ☐ Explore Sub-Quorum Breakouts
- ☐ Explore Reception Format
- ☐ Discontinue CTV Coverage
- ☐ No changes at this time
- ☐ Other

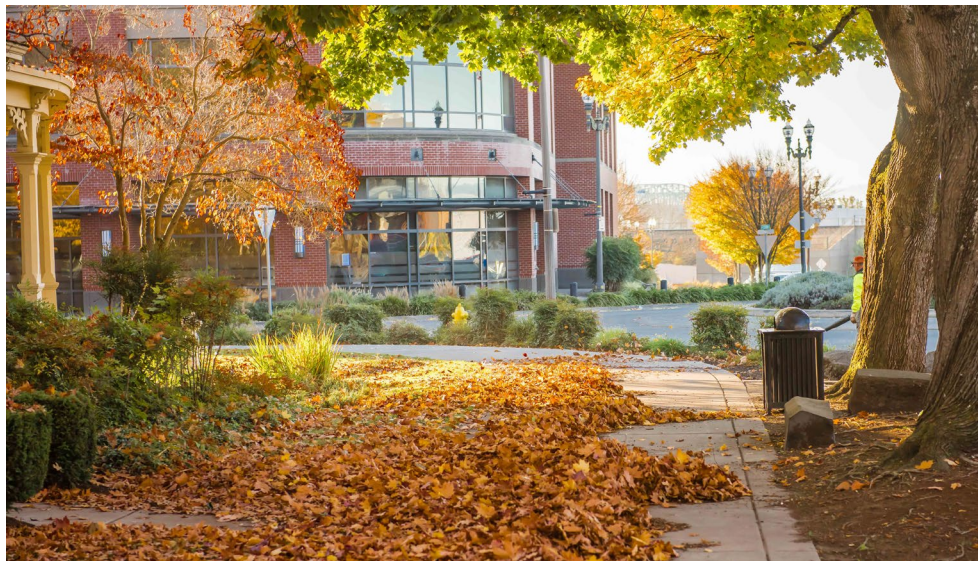


Additional Topics – Ethics Policy (100-36)

Possible revision to the City Council's Ethics Policy:

The question of whether allegations, if true, constitute an ethics violation should be referred to:

- ☐ City Hearings Examiner
- ☐ A new City-commissioned Ethics Board
- ☐ Remain with City Council (current)



Additional Topics and Discussion