October 11, 2021 -
Vancouver City Council Meeting Minutes

WORKSHOPS

Workshops were conducted remotely over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, www.facebook.com/VancouverUS, or listen via the GoToMeeting conference call.

Councilmember Fox was absent from workshops.

4:30-5:00 p.m. Washington State Redistricting Update

Brian Enslow, Arbutus Consulting; Aaron Lande, Policy and Program Manager, 360-487-8612

Summary
The City's governmental affairs liaison for the State of Washington provided Council with an overview of the ongoing legislative redistricting process.

5:00-6:00 p.m. Community Task Force on Policing Update

Tanya Gray, Performance Analyst, 360-487-8465

Summary
Staff provided Council with a final report of the work of the Community Task Force on Policing.

COUNCIL CONSENT AGENDA MEETING

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

Call to Order and Roll Call

The consent agenda meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnerny-Ogle. This meeting was conducted remotely over video conference.

Present:	Councilmembers Paulsen, Lebowsky Glover, Stober, Hansen, Mayor McEnerny-Ogle
Absent:	Councilmember Fox

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

Proclamations

Indigenous Peoples' Day

Mayor McEnerny-Ogle read and presented a proclamation to Rosalba Pitkin, Clark College Office of Diversity, Equity and Inclusion, and Dianne Manden, representing the Indigenous community, proclaiming the second Monday of October as Indigenous Peoples' Day.

Breast Cancer Awareness Month

Mayor McEnerny-Ogle read and presented a proclamation to Don Stose, board chair, Susan Stearns, CEO, and Mary Sullivan, all representing the Pink Lemonade Project, proclaiming October 2021 as Breast Cancer Awareness Month.

Community Communication (Items 1-5)

Mayor McEnerny-Ogle opened Community Communication and, receiving no testimony, closed Community Communication.

Consent Agenda (Items 1-5)

Motion by Councilmember Stober, seconded by Councilmember Glover, and carried unanimously to approve the Consent Agenda.

1. **4th Plain Water Transmission Main and Port PS Pressure Sewer Bypass (ITB 21-14) - Final Construction Acceptance and Release of Retainage**

Staff Report 150-21

Nutter Corporation, of Vancouver, Washington, has completed 1,473 linear feet of 24-inch diameter ductile iron water main in a section of West 4th Plain that is also identified as State Route 501, between West 26th Avenue and Mill Plain Boulevard. This project is part of the City of Vancouver's 2015 Comprehensive Water System Plan and necessary to convey additional water west to supplement future growth within the Port of Vancouver and surrounding areas. In addition, an 8-inch diameter pressure sewer main approximately 75 feet long was incorporated in the scope of this project to provide a temporary bypass that will facilitate future upgrades of the Port Sewer Pump Station. The utility work was completed in advance of a paving project by the State to repave State Route 501.

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

TOTAL CONTRACT COSTS	
Labor, Equipment and Material	*$905,189.76*
Sales Tax	*$76,941.13*
Total	*$982,130.89*
Retainage	*$45,259.49*

The original contract amount for this project was $845,460.22.

Final costs for construction of the water transmission main and sewer bypass are $982,130.89, which is $136,670.67 (16%) higher than the original contracted amount. The difference between the original and final amounts can be attributed to unforeseen utility crossing conflicts and additional materials used to reconstruct the road which was found in worse condition than expected once opened up.

Nutter Corporation met the 3% Apprenticeship Utilization goal with at 3.1% apprentice utilization.

Request: On October 11, 2021, accept the facilities as constructed by

Nutter Corporation, of Vancouver, Washington, and authorize release of retainage in the amount of $45,259.49, subject to receipt of all documentation required by law.

Michelle Henry, Senior Civil Engineer, 360-487-7155

Motion approved the request.

2. **Continued use of Washington State contract for purchase of network equipment, software, and services from PC Specialists dba Technology Integration Group**

Staff Report 151-21

The City had used Washington State contract #01114 to purchase network equipment such as firewalls, security appliances, network switches, wireless access points and network-related software and services.

WA State contract #01114 for data communications has expired. The City is requesting authorization to cooperatively purchase from the new State data communications contract, Washington State contract #05819, up to the Council-approved budgeted amount for these commodities through the end of the contract, which is 9/30/2024, and into any extended period negotiated by the State of Washington.

Request: Authorize the City Manager or their designee to approve purchases under Washington State contract #05819 for the life of the contract with PC Specialists dba Technology Integration Group.

Scott Cooley, IT Application Services Manager, 360-487-7664

Motion approved the request.

3. **Continued use of Washington State Contract #08215 for IT Temporary Staffing Services**

Staff Report 152-21

The City uses Washington State contract #08215 to purchase IT staff augmentation services. The contract allows IT to provide technology staffing augmentation for relatively short-term projects or to quickly backfill vacancies until a permanent hire can be made.

The City is requesting authorization to continue to use the contract to *purchase up to the Council-approved budgeted amount for these services through the end of the contract, which is 1/31/2026, and into any extended period negotiated by the State of Washington.*

The City is approaching the approved amount per City procurement policies in 2021 and requests authority to continue to purchase using this contract up to the amounts approved by Council in the City's budget process.

Request: Authorize the City Manager or their designee to execute an amendment to Washington State contract #08215 with TEKsystems, Inc. dba Allegis Group Holdings, Inc.

Scott Cooley, IT Application Services Manager, 360-487-7664

Motion approved the request.

4. **Appointments to the Transportation and Mobility Commission**

The Transportation and Mobility Commission is an 11-member commission that provides advice to Vancouver City Council, the City Manager and City staff on a variety of transportation and mobility-related projects, programs and policies. It also provides ongoing feedback and guidance on development of citywide transportation policy through the update of the city's Transportation System Plan.

Council Committees 1 & 2 recently interviewed ten candidates for four full-term positions, representing four separate categories of seats. They recommend the appointment of Connor Godsil to the youth category, with a term beginning immediately and expiring Oct. 6, 2022; the appointment of Alex Hubert to the driving category, with a term beginning immediately and expiring Oct. 6, 2024; and the appointment of Jeananne Edwards to the at-large category, with a term beginning immediately and expiring Oct. 6, 2024.

Request: Appoint Connor Godsil to the youth category of TMC with a term beginning immediately and expiring Oct. 6, 2022; appoint of Alex Hubert to the driving category of TMC, with a term beginning immediately and expiring Oct. 6, 2024; and appoint of Jeananne Edwards to the at-large category of TMC, with a term beginning immediately and expiring Oct. 6, 2024.

Council Committees 1 and 2

Motion approved the request.

5. **Approval of Claim Vouchers**

Request: Approve claim vouchers for October 11, 2021.

Motion approved claim vouchers for October 11, 2021, in the amount of $3,429,483.34

Community Forum

Mayor McEnerny-Ogle opened the Community Forum and received the following testimony:

- Shareefah Hoover, Vancouver, expressed concerns that the Community Task Force on Policing concluded its work with a number of recommendations from the Police Executive Research Forum still outstanding. She also expressed concerns that the current police camera program proposal is not strong enough.

- Cathryn Chudy, Vancouver, urged the Council to do all it can to stop fossil fuel expansion and ensure development permits do not allow for removal of the mature tree canopy. She also spoke regarding the importance of implementing strong climate policies in support of Indigenous peoples.

- Don Steinke, Vancouver, urged the City to enact policies to steer property owners away from gas heating equipment as soon as possible and look for energy waste cutting measures in commercial properties.

- Alona Steinke, Vancouver, urged the City to speed up the permitting process for rooftop solar power to more quickly address emissions reductions.

- Teresa Hardy, Vancouver, expressed concerns about a lack of clarity about how much of the forested area on the Vancouver Innovation Center site will be preserved when the land is developed.

- Wynn Grcich, Vancouver, expressed concerns about the COVID-19 vaccine and state and federal mandates.

- Laurel Pascual, Vancouver, expressed concerns about the COVID-19 vaccine and state and federal mandates.

- Keith Smith, Tigard, Oregon, expressed concerns about the COVID-19 vaccine and state and federal mandates.

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

Mayor McEnerny-Ogle recognized the attendance of Cub Scouts from Pack 95. Lucy Molinari spoke on behalf of the group.

Adjournment

7:08 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Meetings of the Vancouver City Council are electronically recorded on audio and video. The audio records are kept on file in the office of the City Clerk for a period of six years.

To: Vancouver City Council and Staff
Citizen Forum/October 11, 2021/Cathryn Chudy

First, I want to acknowledge that we are on the traditional territory of Chinook and Klickitat Nations.

Second, today is a good day to share with you:

A recent report by Indigenous Environmental Network, or IEN, and Oil Change International, or OCI, found that Indigenous-led resistance to 21 fossil fuel projects in the U.S. and Canada over the past decade has stopped or delayed an amount of greenhouse gas pollution equivalent to at least one-quarter of annual U.S. and Canadian emissions.

Dallas Goldtooth, an organizer with IEN, had this to say in a recent article about the report: “In the face of criminalization and demonization of those fighting to move beyond fossil fuel use, Indigenous resistance can show us a way out... From an Indigenous perspective, when we are confronting the climate crisis we are inherently confronting the systems of colonization and white supremacy as well... In order to do that, you have to reevaluate how you relate to the world around you and define what your obligations are to the world around you. It’s more than just stopping fracking development and pipelines and it’s more than just developing clean energy, it’s about actually fundamentally changing how we see the world itself.”

The name of the report is: “Indigenous Resistance Against Carbon”

From the Executive Summary of this report:

“Our aim is two-fold: First, that Indigenous land defenders are emboldened to see the collective results of their efforts and utilize this information as a resource to garner further support. Second, that settler nation-state representatives, organizations, institutions, and individuals recognize the impact of Indigenous leadership in confronting climate chaos and its primary drivers. We hope that such settlers, allies or not, come to stand with Indigenous Peoples and honor the inherent rights of the first peoples of Turtle Island — the land currently called North America — by implementing clear policies and procedures grounded in Free, Prior and Informed Consent, and by ending fossil fuel expansion once and for all.”

And from Winona LaDuke, Executive Director of Honor the Earth:

“Approaching this day for uplifting Indigenous peoples, here's a suggestion. It's time to end conquest and begin survival. Code Red for the environment means that we need to move away from fossil fuels and to organic agriculture, and to local and efficient energy. Fortunately, tribal nations are leading the way in the north. It's time to quit acting like Columbus.”

Here on the traditional territory of Chinook and Klickitat Nations, if we are serious about fundamentally changing how we see the world itself, we can stop fossil fuel expansion and make sure that development permits no longer remove any of our protective mature tree canopy.

From:	Don Steinke
To:	City of Vancouver - Office of the City Manager; McEnerny-Ogle, Anne
Cc:	Stober, Ty; Glover, Linda; Fox, Sarah; Paulsen, Erik; Hansen, Bart; Lebowsky, Laurie (City Council); Lande, Aaron
Subject:	Copy of testimony by Don and Alona Steinke Oct 11, 2021
Date:	Monday, October 11, 2021 5:57:11 PM

Hello, my name is Don Steinke. Please interrupt me if my volume needs to be higher.

On Sept 30 the Washington State Building Code Council voted to move forward with a proposed code amendment to require that all water heating and space heating in new construction be done with electric heat pumps instead of gas. The same requirement would apply whenever a permit was needed for the replacement of heating systems in existing buildings.

That amendment will soon be put out for public comment. If they eventually approve that code amendment, the change would not be effective before 2023.

Because of the Climate Commitment Act, new gas heating equipment will become stranded assets.

Instead of waiting for 2023, I suggest that you will be doing property owners and tenants a favor by steering them away from equipment that will be obsolete before it is paid for. If that building code proposal is passed, that will help with our Climate Action work in Vancouver.

Friends of the fossil gas industry like to say, we need gas in the event we have a power failure. However, pipes for fossil gas to new buildings are not our only option during a power outage. Other options include distributed energy resources such as solar on all roof tops, and aggregated batteries from electric school buses and electric cars.

The cost of solar falls about 40% every time the number of panels installed is doubled, and the cost of batteries falls 18% every time the number made is doubled.

I also attended the public hearing of the Northwest Power and Conservation Council last week. Alona and Cathryn did as well.

The Northwest Power and Conservation Council is a quasi-federal agency charged with making guidance for utilities as they plan for the future.

Their new draft plan did not include new gas or nuclear. It did include 3 ½ gigawatts of renewables, by 2027. That’s like 3 ½ Bonneville Dams.

A common theme among those who testified is that both the efficiency and the renewable targets were too low. In terms of efficiency, the low hanging fruit keeps growing back with new construction because the owners of commercial properties have no incentive to invest in energy efficiency.

Energy efficiency makes everything else easier. Very few people notice energy waste in commercial buildings. For fifty years, I’ve pointed out energy waste in commercial properties to my wife. She always says, “Don’t tell me. I can’t do anything about it.”

I encourage councilmembers and staff to look for energy waste. Begin with the downtown library on a hot August afternoon. We burn a lot of fossil fuels for electricity on days like that.

Good evening. My name is Alona Steinke. I’m a registered nurse, retired after a 43 year career. I’m a member of both Oregon and Washington Physicians for Social Responsibility.

We appreciate being able to participate in your stakeholder roundtable discussions regarding your climate action plan. We’ve been asked by the public: How will utilities be able to provide all of the energy required to replace fossil fuels?

No one resource can do the job. We need multiple resources. The leading ideas today are overbuild wind, solar and energy storage.

Not only are the costs of wind and solar less than the cost of coal by wire, they are cheaper than hydro from BPA. We believe that overbuilding solar is the key. Already, Californians produce so much solar energy that we can sometimes buy it from them at no cost. California now requires all new construction to have rooftop solar.

The cost of energy from BPA and our power plant is only about 1/3 of our electricity. The cost of distribution systems makes up the rest.

Although rooftop solar is more expensive than utility scale solar, it can save on local distribution costs, and combined with energy storage can provide reliability during an outage.

There are many kinds of energy storage, both short and long-term. They will help with resource adequacy.

People also ask, “how will we pay for the clean energy transition?” House Bill 1091, the Clean fuels Plan, has been codified into the RCWs and rule-making has begun. That bill and the Climate Commitment Act will help up meet our emissions reduction targets. Both of those bills are similar to a cap and trade program. They will raise revenue to be ear-marked for emissions reducing projects, such as transit, complete streets and electric vehicle infrastructure.

Clark Public Utilities probably has the most critical role to play in the clean energy transition. By 2030, we need them to provide half the energy needed for transportation and half the energy needed for buildings in order to meet our common goals. That energy will be in the form of electricity rather than fossil gasoline or fossil gas. That is a tall order. Twice a month for the last 3 years, we’ve been urging them to prepare for the future.

Change comes more slowly than we think it should, and then it happens more quickly than we thought it could.

The only suggestion I have for the Council right now is to speed up the permitting process for rooftop solar and to do more, faster, in terms of emissions reduction.

Memorandum

DATE: October 21, 2021

TO: Mayor and City Council

FROM: Chad Eiken, Director, Community Development Department
Aaron Lande, Program and Policy Development Manager
Bryan Snodgrass, Principal Planner, Community Development Department

RE: November 1, 2021 workshop review of fossil fuel moratorium and potential regulations

CC: Eric Holmes, City Manager

This memorandum is provided to update the Council on the status of potential zoning code standards being drafted to replace an existing temporary moratorium on large scale fossil fuel facilities. The moratorium was originally enacted by the Council in June 2020 and extended most recently in May 2021, and is scheduled to expire on December 8. By law only six-month extensions are allowed.

Staff presented a set of potential code updates at the August 2, 2021 City Council workshop and received good feedback, which was used in the drafting of a SEPA Determination of Non-Significance (DNS) for the proposed code amendments, in order to solicit public comment. 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. Staff agrees that more analysis is likely needed and has withdrawn the SEPA DNS to allow for additional work, which may necessitate assistance from outside experts. Staff will therefore be recommending in the coming weeks that Council consider extending the temporary moratorium a further six months as provided by state law.

Moratorium Background

The moratorium, which was enacted by Council in June of 2020, prohibits new or expanded large-scale fossil fuel facilities, based on concerns about potential impacts to local public and environmental health and safety and to climate change. It has been enacted to allow time to update the land use code standards for such uses and to align them with other planning efforts currently underway, such as the Vancouver Strategic Plan update, Climate Action Plan, and other Title 20 code amendments

The moratorium prohibits new or expanded facilities engaged in distribution, extraction, refinement, processing or bulk movement of fossil fuels, or bulk storage of over two million gallons of fossil fuels. Railyards, airports, and marine-service facilities are exempted, along with facilities producing energy from landfill gas, fossil fuel by-products such as asphalt or others, or direct consumer sales such as gas stations. Upkeep, repair, maintenance, or City-mandated health and safety improvements of any existing facilities are also exempted.

The fossil fuel facility moratorium follows a narrower crude oil facility moratorium and zoning code standards adopted in 2014. That moratorium and zoning prohibition was spurred by a proposed large scale crude oil transshipment terminal proposed at the Port of Vancouver in 2013. That facility was ultimately denied by the Governor in 2018 following a unanimous denial recommendation from the state Energy Facility Site Evaluation Council which is tasked with review of the very largest energy facilities.

Potential Zoning Code Changes

Five existing facilities were initially identified as being subject to the fossil fuel moratorium and anticipated permanent zoning code standards. The facilities generally process, store, or transport propane, natural gas, and petroleum products, and all appear to be located on or near the Port of Vancouver on lands with moderate to high liquefaction susceptibility in the event of an earthquake. As noted in the August 2 Council workshop staff report, the probability of a 9.0 Cascadia subduction earthquake occurring over the next 50 year has been estimated at approximately10%.

As also noted in the August 2 discussion, initial outreach on code changes began with invitations to all parties commenting on the original 2020 moratorium, resulting in meetings with nine different groups:

- Port of Vancouver and NuStar (tenant)
- Physicians for Social Responsibility
- SW Washington Beyond Fossil Fuel task force
- Columbia Riverkeeper
- NW Natural
- Washington Environmental Council
- Friends of the Gorge
- Western States Petroleum Association
- Tidewater

Environmental groups generally supported the moratorium and associated code changes based on environmental impacts, public health and safety, and environmental justice issues. Industry-affiliated groups raised concerns about economics impacts, and specifically about the ability to undergo facility maintenance including seismic retrofits, and to transition to renewable fuels at existing facilities.

Staff developed initial proposed fossil fuel facility zoning standards based closely on the definitions and thresholds of the moratorium, and issued a State Environmental Policy Act (SEPA) Determination of Non-Significance and checklist. These generated formal comments and then a SEPA appeal on September 14, 2021from the Western States Petroleum Association (WSPA). The appeal argued that the analysis was insufficient, particularly regarding impacts created by preventing new facilities and upgrades or relocations of existing facilities that would increase efficiency, public safety, and environmental protection. The appeal also asserted that the proposal would have probable significant adverse impacts, and a full Environmental Impact Statement (EIS) is needed.

A SEPA comment letter was also submitted by the Port of Vancouver, which indicated overall support for City climate goals but also indicated specific concerns that new or existing users which store or process fossil fuels as an ancillary part of their activities may be inadvertently subject to zoning prohibitions or limitations.

While staff does not believe that the proposed code changes warrant a full Environmental Impact Statement, the appeal does raise valid questions about some of the SEPA checklist analysis and about the thresholds and definitions in the potential code language itself. Accordingly, staff has withdrawn the original SEPA determination, and will be addressing the following issues in revising specific zoning provisions:

- Determining whether the treatment of existing facilities in the moratorium is appropriate and defensible for potential code standards. The moratorium exempts upkeep, repair, maintenance, or City-mandated health and safety improvements. Staff is exploring whether allowances for transitions to cleaner fuels, other public environmental safety improvements, or other considerations are warranted.
- Confirming whether the current City inventory of known existing fossil fuel facilities is fully complete, and whether there are other facilities with only ancillary use of fossil fuels that would be inadvertently subject to the potential standards.
- Examining whether any specific consideration should be given to relocated or consolidated facilities.
- Determining the environmental and economic analysis needed to defensibly support the proposed zoning changes.
- Deeper research and consultation with the few Washington jurisdictions that are exploring fossil fuel facility prohibitions or limitations in similar ways. For example, after a lengthy process Whatcom County recently adopted standards prohibiting new fossil fuel facilities and requiring expansions to demonstrate consistency with a range of climate and other standards through a conditional use process. The City of Tacoma is also considering related standards.

Next Steps

Planning, policy, and legal staff will be available to answer questions at the November 1 workshop. Subject to Council feedback, staff anticipates bringing forward an ordinance for first reading on November 22 and hearing on December 6, to extend the moratorium an additional six months to June 8, 2022.

Fossil Fuel Facilities Moratorium and Potential Permanent Regulations

November 1, 2021

Vancouver City Council Workshop

Chad Eiken, Director, and **Bryan Snodgrass,** Principal Planner, Community Development Department

Aaron Lande, Policy & Program Manager

CITY OF Vancouver WASHINGTON

Presentation Overview

- Current moratorium
- Potential permanent zoning standards and issues and objections raised
- Next Steps

Fossil Fuel Facility Moratorium

- Adopted June 2020, most recently extended May 2021, expires December 8. State law limits extensions to six months.
- Based on concerns over impact to local public and environmental safety and health, and to climate change
- Followed local 2014 moratorium and zoning prohibition of crude oil facilities
- Applies to new or expanded facilities engaged in distribution, extraction, refinement, processing or bulk movement of fossil fuels, or bulk storage of over two million gallons. Fossil fuels defined as petroleum and by-products; coal; natural gasses, including methane, propane and butane.

Fossil Fuel Facility Moratorium - Exemptions

- Railyards, airports, or marine serving facilities
- Facilities producing energy from landfill gas, fossil fuel by-products such as asphalt or others, or direct consumer sales such as gas stations
- Upkeep, repair, maintenance, or City-mandated health and safety improvements to existing facilities

Fossil Fuel Facility Moratorium – Impacted Uses

- Five existing facilities initially identified, located on or near the Port of Vancouver on lands with moderate to high liquefaction susceptibility in the event of an earthquake
- Generally process, store, or transport propane, natural gas, and petroleum products

Potential Zoning Code Changes

- Intended to follow moratorium definitions and thresholds
- Consultation sought with all parties commenting on moratorium. Meetings held with nine groups: Port of Vancouver and NuStar (tenant), Western States Petroleum Association, Tidewater, NW Natural, SW Washington Beyond Fossil Fuel task force, Columbia Riverkeeper, Washington Environmental Council, Friends of the Gorge, Physicians for Social Responsibility.
- Environmental groups generally supportive. Industry groups concerned about impacts to overall economy, and existing facilities potential inability to undergo maintenance including seismic retrofits, and to transition to renewable fuels.

Potential Zoning Code Changes (cont.)

- Code language drafted and SEPA Determination of Non-Significance issued.
- SEPA comments and then appeal filed by Western States Petroleum Association arguing analysis insufficient, particularly impacts from preventing new facilities, or upgrades or relocations of existing facilities, that would increase efficiency, public safety, and environmental protection.
- SEPA comments from Port of Vancouver supporting overall climate efforts but with concerns that uses with ancillary fossil fuel activities may be inadvertently subject to new standards.
- SEPA Determination withdrawn by staff

CITY OF Vancouver WASHINGTON

Next Steps

Prior to December 8 expiration of current moratorium staff recommends and additional six-month extension to allow for the following:

- Determine appropriate and defensible treatment of existing facilities, and whether some allowances for transitions to cleaner fuels, other public or environmental safety improvements, or other considerations are warranted
- Confirm inventory of current impacted uses, and ensure ancillary users of fossil fuels are exempt
- Determine appropriate standards for facility relocation or consolidation

Next Steps (cont.)

- Complete appropriate environmental and other analysis to support code changes
- Complete additional research and consultation with comparable jurisdictions, particularly Whatcom County and the City of Tacoma

Questions and Discussion

Aaron Lande, Policy and Program Manager

aaron.lande@cityofvancouver.us

Bryan Snodgrass, Principal Planner

bryan.snodgrass@cityofvancouver.us

Item #1.

Staff Report 161-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 11/1/2021

SUBJECT Bid Award for the Water Station 5 Reservoirs and Pump Station project, per Bid # 21-28.

Key Points

- The existing Water Station 5 site contains an elevated water tower, a pump station, and an eight million gallon ground-level reservoir.
- The project will replace the WWII era ground-level reservoir and pump station to improve seismic resiliency.
- Three bids were received and Rotschy, Inc has been determined to be the lowest responsive and responsible bidder.
- The Contractor proposes to meet the City's apprenticeship utilization goal of 8%.

Strategic Plan Alignment

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

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

Present Situation

Water Station 5 is a 5.3-acre water utility site located east of I-5 along the north side of East Mill Plain Boulevard, next to Fire Station 3, in the Heights Redevelopment District. Major facilities on the Water Station 5 site include a rectangular shaped concrete ground-level water storage reservoir with a wooden roof structure, an elevated steel water tower, and a booster pump station. Water Station 5 is unique from other water stations in that there are no water production wells on the site so its main purpose is the storage and distribution of drinking water. With a combined storage capacity of 8,750,000 gallons, Water Station 5 directly supplies clean drinking water to 8,010 residents and transfers water to and from other water sites through large transmission mains to support another 214,000 residents within Vancouver's water service area.

Water storage facilities are deemed critical infrastructure needed to supply water for fire-fighting, consumption, and sanitation as part of our community's normal daily operations as well as in the aftermath of a natural disaster. The 8 million gallon ground-level reservoir was constructed in 1944. The steel water tower and pump station were constructed in 1955 and 1956 respectively. The aging water facilities were evaluated for seismic resiliency with a study completed in 2015, which found the facilities in need of structural improvements. The steel water tower was seismically upgraded in 2017. The analysis showed the cost of structural retrofits to the existing ground level reservoir would be significant enough to warrant full replacement. The project to replace the reservoir and pump station has been identified in the City of Vancouver 2015 Comprehensive Water System Plan and further listed in the water utility's Capital Improvement Program.

On April 6, 2020, the City entered into a professional service agreement with the engineering firm, Jacobs, to develop bid ready plans and specifications for the construction of the Water Station 5 Reservoirs and Pump Station project based on a 2019 conceptual site plan. The work to develop bid ready plans and specifications has been completed and the City advertised the project for bids on August 13, 2021.

The construction project will demolish the existing 8 million gallon water reservoir and replace it with two 4 million gallon circular concrete water reservoirs, demolish and replace the existing booster pump station, and install an emergency backup generator to provide power in the event of a power outage. In addition, the project includes frontage improvements which will improve the site's aesthetics consistent with the Heights District Redevelopment plan. Access improvements for operations and maintenance will be improved along with added site security and upgrades to automated controls for efficient water system operations.

This project was designed to include a multitude of energy efficient improvements. The site will have improved site lighting with energy efficient LED fixtures. As it is with all City pump station projects, the pump station will provide for energy efficient pumping through hydraulic design and use of high-efficiency equipment. The pumps will have individual power meters to allow the City to monitor power consumption and identify when adjustments are needed to maintain the optimal energy performance. The new pump station will take advantage of natural lighting using translucent window panels. The hydraulic flow through the pump station piping will account for most of the building's heating and cooling needs using air circulation. In addition to the energy efficient improvements, sustainable practices are to be followed during construction. The large wood timbers from the existing reservoir roof are to be reclaimed for re-use and other building materials are to be recycled. Existing trees will be maintained where practical and new trees planted after the reservoir construction.

At this time, the project does not include affixing solar panels to the reservoirs. However, water utility staff are currently exploring this sustainable alternative as an addition to this project.

On September 28, 2021, the City received three bids for the subject project and the low bidder, Rotschy Incorporated of Vancouver, Washington was responsive. If the contract is awarded, construction is anticipated to start December 2021. The project has an anticipated final completion date of December 31, 2023.

The bids results are as follows:

SUMMARY OF BIDS	
BIDDER	**AMOUNT**
Rotschy Inc., Vancouver, Washington	$25,080,080.84
Emery & Sons Construction Group LLC, Salem, Oregon	$25,673,335.10
Ward-Henshaw Construction Co. Inc., Canby, Oregon	$27,736,791.36
Engineers' Estimate	*$28,250,000.00*

Rotschy Incorporated of Vancouver, Washington has completed projects of similar size and scope in the past and have met the required supplemental responsible bidder criteria for the project.

Rotschy Incorporated acknowledges the City's requirement for Apprenticeship Utilization on this project and is anticipating exceeding the 8% goal.

Advantage(s)

1. Provides seismically resilient water facilities by replacing aging structures.
2. Provides for energy efficiency and sustainability.
3. Provides for reliable water service to a large population, including vulnerable areas.
4. Improves site aesthetics and upgrades site frontages consistent with the Heights District Redevelopment Plan.
5. Provides for a secure and well maintained water utility system.

Disadvantage(s)

Construction activities may occur Monday through Friday between the hours of 7:00 a.m. and 8:00 p.m. for the duration of the project and could inconvenience neighbors bordering the site. Plans are in place to route construction traffic to mitigate and minimize disturbances to neighbors.

Budget Impact

The funds for this project are budgeted in the 2021-2022 Water Capital Improvement Budget and further identified in the Water Utility's 20-year Capital Improvement Plan.

Prior Council Review

- Project workshop with Council on August 2, 2021.
- Approved in the 2021- 2022 Capital Water Budget.
- Approved design consultant contract by Council on April 6, 2020 (Staff Report 039-20).
- Approval of the City of Vancouver 2015 Comprehensive Water System Plan on January 25, 2016 (Staff Report 006-16)

Action Requested

On November 1, 2021, award a construction contract for the Water Station 5 Reservoirs and Pump Station project to the lowest responsive and responsible bidder, Rotschy Incorporated of Vancouver, Washington, at their bid price of $25,080,080.84, which includes Washington State sales tax, and authorize the City Manager or designee to execute a contract with Rotschy Incorporated for the same.

Tyler Clary, Water Engineering Program Manager, 360-487-7169; Michelle Henry, Senior Civil Engineer, 360-487-7155

ATTACHMENTS:

- Contract
- Water Station 5 Existing Site
- Water Station 5 Future Site

CONTRACT # _______________

ITB 21-28 WATER STATION 5 RESERVOIRS AND PUMP STATION

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 Rotschy, Inc. hereinafter referred to as “Contractor,” whose address is 7408 NE 113th Circle, Vancouver, WA 98662, hereinafter referred to “Parties.”

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for Water Station 5 Reservoirs and Pump Station. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 21-28 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.

   The Contractor shall furnish and install; two new 4-million gallon AWWA/ANSI D110 Type I concrete reservoirs; a new pump station with vertical canned turbine pumps and adjustable frequency drives; electrical upgrades to include back up power and an upgraded control systems; various site improvements for access, security, lighting, landscaping, and stormwater treatment; phased demolition of the existing reservoirs and pump station with strict adherence to construction sequencing that will allow the site to remain operational during construction; and all Work as further identified herein the Contract Documents.

   All work shall be physically complete by December 31, 2023 and final completion shall follow within 60 calendar days.

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 includes 8.5% Washington State Sales Tax (if applicable) $25,080,080.84.

   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 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".	Contract Value

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. **JURISDICATION/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 it's 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. City of Vancouver Supplementary Conditions,
8. EJCDC Standard General Conditions of the Construction Contract
9. Contract Plan Set,
10. City of Vancouver Standard Plans,
11. 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

Rotschy, Inc.
7408 NE 113th Circle
Vancouver, WA 98662

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

____
Eric Holmes, City Manager

Attest:

____
Natasha Ramras, City Clerk

Approved as to form:

____
Jonathan Young, City Attorney

CONTRACTOR:
Rotschy, Inc.

____
By: (Proprietor, partner, or corporate president must sign)

____
Printed Name

____
Title


WATER STATION 5

WATER STATION 5 - FUTURE

Aerial Image: © 2020 Google Earth © 2020 Landsat/Copernicus. Annotation: © 2020 Jacobs

Item #2.

Staff Report 162-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 11/1/2021

SUBJECT Affordable Housing Funding for Development Projects

Key Points

- On July 28, the City of Vancouver began accepting applications on a rolling basis for 2021 – 2023 Affordable Housing Funds totaling $12 million to support housing construction, acquisition, and rehabilitation projects.
- We have received four proposals for the 2021 – 2023 Affordable Housing Fund awards totaling $6,180,000, leaving approximately $5.82 million remaining to allocate for future projects.
- Funding will support three new construction projects and one acquisition project.. The projects would add approximately 162 new units serving individuals, families, and seniors who are experiencing low-income and/or homelessness. All agencies have applied for State Department of Commerce funding as leverage for these projects. See descriptions below.
- Projects have been reviewed by the prioritization committee and the committee recommended moving all forward to Council for approval as an Affordable Housing Fund award.

Strategic Plan Alignment

Goal 3, Objective 3.2: Improve services available to underserved or vulnerable residents.

Present Situation

On July 28, the City of Vancouver began accepting applications for 2021 – 2023 Affordable Housing Funds totaling $12 million to support housing construction, acquisition, and rehabilitation projects. City staff is reviewing applications on a rolling basis until all funds are awarded. The following four applications were received. The recommended awards total $6.18 million and support the development and acquisition of 162 housing units for households experiencing low income or homelessness. Please note that the applicants are applying to the Department of Commerce for funding and would like the commitment from Vancouver to support that application. One of the projects will also be applying for the Affordable Housing Tax Credit allocation.

- Evergreen Habitat for Humanity's (EHH) Johnson Village is a new construction project of nine single family homes that will house families experiencing low-income. The Johnson Village project was awarded $495,000 as an Affordable Housing Fund grant as approved by City Council on June 1, 2020. EHH is requesting an additional $180,000 Affordable Housing Fund grant award to support increased costs of the infrastructure development phase of this project.
- Community Roots Collaborative (CRC) St. John Village is a new construction project of approximately 50 cottage-style, "tiny" homes that will house individuals and families experiencing low-income and homelessness. CRC is requesting $2,000,000 in Affordable Housing Funds for the purchase of land and development of the homes.
- Columbia Non-Profit Housing's (CNPH) Laurel Manor project is a new construction, mid-rise 82-unit one-bedroom development located on NE 66th Ave in Vancouver. The project will house 82 seniors an expected placed-in-service date of October 1, 2023. This project is in partnership with the Vancouver Housing Authority (VHA). CNPH is requesting $2,000,000 in Affordable Housing Funds for the development of the units. Agency will apply for Affordable Housing Federal Tax Credits
- VHA's Affordable Housing Project is a unit acquisition project that aims to create and/or maintain affordable housing in Vancouver. The development will have a minimum of 26 units. Several potential projects have been identified, but purchase and sale agreements are not finalized due to a need to secure funding. VHA is requesting $2,000,000 in Affordable Housing Funds for the acquisition of the units.

All four organizations previously partnered with the City of Vancouver on Affordable Housing Fund projects. The City will place affordability covenants on the additional 50% AMI units for projects that receive an increased award. See attached summaries for a detailed description of each project.

AHF Status and Updates

Since its creation through a tax levy in 2016, the AHF has awarded $28,416,199 to support 47 projects for the construction, rehabilitation, acquisition, and preservation of affordable housing in the city of Vancouver for residents earning less than 50% AMI. The AHF funds were leveraged with tax credits and other funding to support a total project cost of $261,980,938.

Below is a chart that indicates the status of the outcomes of the Affordable Housing Funds to date.

	7-Year Goal	5-Year Actual (October 2021)	% of Goal Completion
Housing Production (units)	475	480	101%
Housing Preservation (units)	459	321	70%
Homelessness Prevention: Rent Vouchers and Services (households)	1,873	1,130*	60%
Homelessness Prevention: Temporary Shelter (beds)	158	230	146%

*NOTE: this number includes the <u>reported</u> households for four completed projects and the <u>contracted</u> number of households for three ongoing projects

Advantage(s)

1. Advance the housing projects recommended by the 2021 AHF review committee.
2. Support the construction and acquisition of 162 units serving seniors, individuals, and families earning up to 50% AMI.
3. Leverage City funds with tax credits and other sources. The $6.18 million from the Affordable Housing Fund supports housing production and preservation projects totaling more than $46 million.

Disadvantage(s)

None.

Budget Impact

The proposed $6,180,000 for housing production, acquisition, and rehabilitation projects is funded by Affordable Housing Fund revenues.

Prior Council Review

None

Action Requested

Adopt a resolution approving the proposed 2021 Affordable Housing Fund awards for housing production.

Peggy Sheehan, Community Development Programs Manager, 36-0-487-7952

ATTACHMENTS:

- AHF Project Awards to Date - October 2021
- Resolution for Affordable Housing Fund Allocation

Affordable Housing Fund - Project Awards

Updated October 2021

Project Status	Levy Year	Award Date	Project	Amount of Award	Total Project Cost	Total # Units in Project (expected or completed)	# Units Serving 50% AMI Households (subset of total units)	# Units with City Affordability Restrictions (subset of 50% AMI units)	Target Population
Housing Production (Construction/Acquisition)									
Renting	2017	10/2017	Evergreen Habitat for Humanity - McKibbin Commons	$ 200,000	$ 626,000	4	4	4	Families
Renting	2017	10/2017	REACH - Isabella Court Phase II	$ 737,550	$ 13,909,492	49	49	17	Homeless
Renting	2017	10/2017	Vancouver Housing Authority - Caples Terrace	$ 850,000	$ 8,136,080	28	28	17	Homeless/Youth
Renting	2017	10/2017	Vancouver Housing Authority - Meriwether Place	$ 500,000	$ 9,958,950	30	30	10	Homeless
Renting	2017/2018	2/2019	Housing Initiative LLC - The Pacific	$ 850,000	$ 2,750,000	18	18	17	Homeless
Renting	2018	2/2019	Lifeline Connections - Recovery Residence for Women *(1 house with 6 rooms)*	$ 100,000	$ 375,000	6	6	6	Homeless
Renting	2018	2/2019	Vancouver Housing Authority - Northcrest Apartments Acquisition	$ 100,000	$ 3,090,000	26	2	2	Families
Renting	2017	10/2017	Housing Initiative LLC - The Elwood	$ 850,000	$ 9,822,911	46	46	17	Homeless/Special Needs
Renting	2018/2019/	2/2019	Community Roots Collaborative - CRC Development (Phase 2)	$ 850,000	$ 1,698,308	19	19	12	Homeless
Renting	2018/2019	2/2019 6/2020	Second Step Housing - Neals Lane Acquisition	$ 600,000	$ 1,050,000	9	9	8	Families
Renting	2018	2/2019	Community Roots Collaborative - CRC Development (Phase 1)	$ 100,000	$ 455,880	4	4	4	Homeless
Under construction	2017/2018	10/2017	Palindrome Communities LLC - Residences at Arnada	$ 850,000	$ 22,455,890	83	12	12	Families
Under construction	2019	6/2020	Vancouver Housing Authority - Miles Terrace	$ 1,100,000	$ 15,034,436	69	35	15	Seniors
Under construction	2018/2019	2/2019 6/2020	Evergreen Habitat for Humanity - Good Shepherd Lutheran Development	$ 495,000	$ 1,485,000	9	7	7	Families
Council review		TBD	Evergreen Habitat for Humanity - Good Shepherd Lutheran Development	$ 180,000	see above	see above	see above	see above	Families
Under construction	2019	2/2019	Grand Apartments JV LLC - Grand Avenue Apartments	$ 550,000	$ 1,585,400	18	8	8	Families
Under construction	2018/2019	2/2019 6/2020	Mercy Housing Northwest - Mercy-PeaceHealth Family Housing	$ 560,000	$ 21,448,117	69	69	8	Families
Underwriting	2021	4/2021	Vancouver Housing Authority- 31st St. Tiny Home Project	$ 250,000	$ 750,000	4	4	4	Families
Underwriting	2021	4/2021	Vancouver Housing Authority- Fourth Plain Commons	$ 1,500,000	$ 30,699,031	106	20	20	Families
Pre-Contract	2020	4/2021	Ginn Gives- 65th Ave. Apartments	$ 975,000	$ 8,911,688	50	13	13	Families
Pre-Contract	2020	4/2021	Ginn Gives- 138th Ave. Townhomes	$ 225,000	$ 2,125,000	9	3	3	Families
Pre-Contract	2021	4/2021	Lifeline Connections - Recovery Home for Mothers	$ 125,000	$ 575,000	6	6	6	Special Needs/ Families
Pre-Contract	2020	4/2021	Second Step Housing- Acquisition	$ 900,000	$ 3,100,000	12	12	12	Families
Pre-Contract	2020	4/2021	The Minority Coalition- Property Acquisition SMI Housing	$ 300,000	$ 600,000	3	3	3	Special Needs
CANCELED	2018	2/2019	America for Veterans Foundation - Veterans Village [$525,000]	-	-	-	-	-	-
Council review		TBD	Vancouver Housing Authority - Laurel Ridge	$ 2,000,000	$ 29,000,000	82	27	27	Seniors
Council review		TBD	Community Roots - St Johns Village	$ 2,000,000	$ 7,000,000	46	46	26	Homeless
			TOTAL	**$ 17,747,550**	**$ 196,642,183**	**805**	**480**	**278**	
Housing Preservation									
Renting	2017	10/2017	Community Services Northwest - Rehab	$ 100,000	$ 100,000	7	7	4	Homeless
Renting	2018	2/2019	Second Step Housing - Housing Rehab (multiple sites)	$ 215,000	$ 215,000	47	47	9	Homeless
Renting	2018	2/2019	Vancouver Housing Authority - Van Vista Rehab	$ 850,000	$ 24,546,763	96	96	17	Seniors
Renting	2019	2/2019	Columbia Non-Profit Housing - Englund Manor Rehab	$ 850,000	$ 3,576,962	29	29	22	Seniors
Underwriting	2019/2020	6/2020 4/2021	Vancouver Housing Authority - Central Park Place Rehab	$ 1,250,000	$ 20,649,196	124	124	32	Homeless
Underwriting	2020	4/2021	Vancouver Housing Authority - Fruit Valley Commons- Modernization	$ 700,000	$ 3,050,000	18	18	18	Families
CANCELED	2017	10/2017	City Homeowner Rehabilitation Program [$384,213]	-	-	-	-	-	-
			TOTAL	**$ 3,265,000**	**$ 49,087,921**	**321**	**321**	**102**	

Project Status	Levy Year	Award Date	Project	Amount of Award	Total Project Cost	# Households or Shelter Beds*	Target Population
Homelessness Prevention: Housing Assistance & Services							
Completed	2017/2018	4/2018	Council for the Homeless/Share - Homeless Prevention Consortium	$ 1,210,000	$ 3,459,590	291	Homeless/Families
Completed	2017	4/2018	Vancouver Housing Authority - Rental Assistance	$ 250,000	$ 282,800	35	Families
Completed	2018	4/2019	Council for the Homeless/Share - Homeless Prevention Consortium	$ 1,250,000	$ 1,250,000	300	Homeless/Families
Contract in progress	2019	6/2020	Salvation Army - Pathway to Hope Rental Assistance	$ 150,000	$ 252,000	10	Homeless/Families
Completed	2019	6/2020	Council for the Homeless/Share - Homeless Prevention Consortium	$ 1,350,000	$ 3,287,413	184	Homeless/Families
Contract in progress	2020	6/2020	Salvation Army - Pathway to Hope Rental Assistance	$ 150,000	$ 252,000	10	Homeless/Families
Contract in progress	2020	6/2020	Council for the Homeless/Share - Homeless Prevention Consortium	$ 1,350,000	$ 3,287,413	300	Homeless/Families
			TOTAL	**$ 5,710,000**	**$ 12,071,216**	**1130**	

*NOTE: All "Completed" projects count the final number of Households or Shelter Beds reported for their contract; all "Contract in Progress" projects count the contracted number of Households or Shelter beds

Project Status	Levy Year	Award Date	Project	Amount of Award	Total Project Cost	# Households or Shelter Beds*	Target Population
Homelessness Prevention: Temporary Shelter							
Completed	2017/2018	9/2018	Share - Share House Improvements	$ 156,600	$ 178,000	30	Homeless
Completed	2017/2018	9/2018	Vancouver Housing Authority - Valley Homestead Improvements	$ 471,637	$ 1,478,874	62	Homeless
Completed	2019	1/2020	Share - Women's Housing and Transition 24-Hour Shelter Staffing	$ 200,237	$ 433,011	18	Homeless
Completed	2019	1/2020	St. Paul Lutheran Church - Year-Round Overnight Shelter Staffing	$ 180,949	$ 228,279	30	Homeless
Completed	2019	1/2020	X-Change Recovery - Recovery Homes Staffing	$ 84,226	$ 344,092	18	Homeless
Operating	2020/2021	4/2021	Outsiders Inn- Temporary Shelter at St. Paul	$ 202,277	$ 278,000	27	Homeless
Operating	2021	4/2021	Share- Women's Housing and Transition Shelter	$ 200,250	$ 466,447	18	Homeless
Operating	2020	4/2021	XChange Recovery - Homeless to Recovery to Sustainability Staffing	$ 197,473	$ 772,915	27	Homeless
CANCELED	2017/2018	9/2018	Vancouver Housing Authority - SafeChoice Improvements [$219,104]	-	-	-	-
			TOTAL	**$ 1,693,649**	**$ 4,179,618**	**230**	

November 1, 2021

RESOLUTION NO. _________

A RESOLUTION relating to low-income housing; providing for adoption of 2021 - 2023 funding awards for the Affordable Housing Fund and authorizing the City Manager to execute agreements and other related documents on behalf of the City of Vancouver consistent with Affordable Housing Fund 2021 – 2023 Council approved funding awards; providing for Severability and an Effective Date.

WHEREAS, in June 2016 Council adopted, by resolution, the Affordable Housing Fund Administrative and Financial Plan (A & F Plan) and updated the A & F Plan in October 2017;

WHEREAS, the A & F Plan provides funding among four program areas: Housing Production, Housing Preservation, Homelessness Prevention, and Implementation;

WHEREAS, the City of Vancouver released a request for applications for projects to be supported with the 2021 - 2023 Affordable Housing Funds for Homelessness Prevention;

WHEREAS, the City received four applications for new housing construction, acquisition and rehabilitation projects through the 2021 – 2023 Affordable Housing Fund application process;

WHEREAS, the project review committee and staff have recommended funding awards for the four housing projects developed by Community Roots, Vancouver Housing Authority, and Columbia Non-Profit Housing totaling $6,180,000;

WHEREAS, the recommended awards would provide 162 new affordable homes;

WHEREAS, the recommended awards are based on community needs, actual applications received, and recommendations from the review committee.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

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

Section 2. **Use of the Affordable Housing Fund for Housing Production and Housing Preservation projects;**

The Affordable Housing Fund awards totaling $6,180,000 for housing production and preservation projects, attached hereto and incorporated by reference, are hereby approved and adopted.

Section 3. The City Manager is hereby authorized to execute agreements and other related documents on behalf of the City of Vancouver, consistent with the Affordable Housing Fund 2021 - 2023 Council approved funding awards.

Section 4. **Severability.** In any section, sentence, clause or phrase of this resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

Section 5. **Effective Date.** This Resolution shall become effective immediately after final adoption.

ADOPTED at regular session of the Council of the City of Vancouver, this ______ day of __________, 2021.

____

Anne McEnerny-Ogle, Mayor

Attest:

____

Natasha Ramras, City Clerk

Approved as to form:

____

Jonathan Young, City Attorney

2021 Affordable Housing Fund Recommendations

Developer – Project name	Evergreen Habitat for Humanity – Johnson Village	
Brief project description	New construction project of 9 single family homes that will house families experiencing low-income. The property is a vacant lot located adjacent to Good Shepherd Lutheran Church. EHH utilized City of Vancouver HOME and CDBG funds to purchase the property and has an existing AHF award for $495,000. However, significant increases in labor costs and materials in recent months led to higher infrastructure bids than anticipated. EHH is requesting funds to cover this gap. All units are set aside for households earning below 50% of the Area Median Income (AMI), and Habitat intends to keep the homes affordable indefinitely through deed restrictions and monitoring resales to families with incomes that meet the affordability requirements.	
Address	16001 NE 32nd Street	
Total Project Cost	$2,422,370	
Amount of Award	AHF: $495,000; AHF: $180,000 (pending)	
Projected Funding Sources	CDBG 2019 - $100,000 HOME 2018 - $100,000 Ed & Dollie Lynch Fund - $500,000 Wells Fargo Foundation - $15,000 Washington State Housing Trust Fund - $550,000 Other Private Donors & Restricted Funds - $177,472 Other Private Donors & Restricted Funds - $132,528 Evergreen Habitat for Humanity Land Development Restricted Fund - $172,370	$100,000 $100,000 $500,000 $15,000 $550,000 $310,000 $172,370
Date of City Council award approval	2018 HOME - $100,000 2019 CDBG - $100,000 AHF 2020 - $495,000 on June 1, 2020 AHF 2021 - $180,000 (pending)	
Levy program year	2020 – 2021; 2021 – 2022	
Number of units that will be AHF-designated	9 units (based on $75,000 AHF per unit)	

Developer – Project name	Community Roots Collaborative – NE 58th Roots (location is under consideration)
Brief project description	New construction project of approximately 50 cottage-style “tiny” homes that will house people experiencing low-income and homelessness. Each home is 300 square feet and fully equipped with a bedroom, kitchen, full bath, washer/dryer, and access to a community garden on-site.

	A majority of the units are set aside as low-barrier housing for individuals and families experiencing homelessness and earning below 50% of the Area Median Income (AMI). A small number of units will be market-rate housing in order to fund project maintenance and diversify the income of residents.
Address	TBD
Total Project Cost	$7,031,473
Amount of Award	AHF: $2,000,000 (pending)
Projected Funding Sources	Lewis and Clark Bank - $550,000 Washington State Commerce - $4,606,473
Date of City Council award approval	AHF 2021 - $2,000,000 (pending)
Levy program year	2021 – 2022
Number of units that will be AHF-designated	27 units (based on $75,000 AHF per unit)

Developer – Project name	Columbia Non-Profit Housing – Laurel Manor
Brief project description	New construction, four-story 82-unit one-bedroom development located on NE 66th Ave in Vancouver. The project will house 82 seniors ages 62 and older. The first floor of the project will include community areas and office spaces for access to visiting health professionals and on-site supportive services. This project is in partnership with the Vancouver Housing Authority (VHA). All of the units will be set aside for seniors earning at or below 50% AMI, including half of the units that will house people earning less than 30% AMI and 20% of the units that will serve seniors exiting homelessness.
Address	NE 33rd St & NE 66th Ave
Total Project Cost	$29,067,829
Amount of Award	AHF: $2,000,000 (pending)
Date of City Council award approval	AHF 2021 - $2,000,000 (pending)
Projected Funding Sources	9% LIHTC - $18,807,829 HUD 202 Cap - $3,250,000 Housing Trust Fund - $5,000,000
Levy program year	2021 – 2022
Number of units that will be AHF-designated	27 units (based on $75,000 AHF per unit)

Developer – Project name	VHA – Affordable Housing Project
Brief project description	Unit acquisition project that aims to create and/or maintain affordable housing in Vancouver. The development will have a minimum of 26 units. Several potential projects have been identified, but purchase and sale agreements are not finalized due to a need to secure funding. The project is anticipated to be multi-generational housing that will include individuals, seniors, and family households. VHA intends to seek funding from the Washington State Department of Commerce to leverage AHF funds.
Address	TBD
Total Project Cost	$7,556,000
Amount of Award	AHF: $2,000,000 (pending)
Date of City Council award approval	AHF 2021 - $2,000,000 (pending)
Projected Funding Sources	Washington State Commerce - $2,500,000 Bond Finance - $1,600,000 VHA Equity - $1,456,000
Levy program year	2021 – 2022
Number of units that will be AHF-designated	27 units (depending on final property size, based on $75,000 AHF per unit)

Staff Report 163-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 11/1/2021

SUBJECT Approval of 2022 Council Meeting Schedule

Key Points

- Council Policy 100-32 (City Council Meetings) calls for the annual Council meeting schedule to be approved by the City Council.
- The annual meeting schedule and calendar identify all Regular and Consent Agenda meetings, as well as scheduled holidays and breaks.
- Following Council adoption of the meeting schedule, City staff will publicly notice the full schedule and post the annual calendar on the City's website.

Strategic Plan Alignment

N/A

Present Situation

City staff develops and publishes the annual Council meeting schedule and calendar every fall for the following year. Council Policy 100-32 includes a provision for Council adoption of the upcoming annual Council meeting schedule by the first meeting of December each year.

The annual schedule identifies the date, time and type of each Council meeting, as well as any Mondays when the Council will not meet. Per Council policy, the Council meets every first, second, third, and fourth Monday of each month, excluding any City-recognized holidays that fall on a Monday. Per City Charter, Council must meet at least twice per month for Regular meetings, which will typically fall on the first and third Mondays; Consent Agenda meetings with Community Forum fall on the second and fourth Mondays, unless otherwise pre-empted by a Regular meeting and identified as such on the approved schedule. Informational workshops may be held, as needed, before any Council meeting. The specific time and topic for each workshop will be identified on the published agenda for a given meeting date.

The 2022 Council schedule includes 24 Regular Council meetings, and 18 Consent Agenda meetings with Community Forums. All City Council meetings will begin at 6:30 p.m., per Council

Policy 100-32. Workshops will be held between 4:00 and 6:00 p.m., unless otherwise noted on a published agenda. Community Forums will be held for up to 90 minutes following the business items of the agenda.

Subject to Council approval, the 2022 annual schedule will be publicly noticed in The Columbian newspaper, and the calendar will be posted on the City's website and distributed to the media and all City departments. Copies of the printed Council meeting calendar may be requested by contacting the Council Assistant at 360-487-8600.

Any cancellations or changes to the annual schedule, or the addition of Council retreats or other special Council meetings, will be advertised in accordance with Council Policy and the Washington Open Public Meetings Act.

2022 Annual Meeting Schedule

All meetings begin at 6:30 p.m. | Workshops 4:00-6:00 p.m. (subject to change)

1/3/2022	Regular Meeting
1/10/2022	Consent Agenda Meeting w/ Community Forum
1/17/2022	*No Meeting - holiday (Martin Luther King Jr. Day)*
1/24/2022	Regular Meeting
2/7/2022	Regular Meeting
2/14/2022	Consent Agenda Meeting w/ Community Forum
2/21/2022	*No Meeting - holiday (Presidents Day)*
2/28/2022	Regular Meeting
3/7/2022	Regular Meeting
3/14/2022	Consent Agenda Meeting w/ Community Forum
3/21/2022	Regular Meeting
3/28/2022	Consent Agenda Meeting w/ Community Forum
4/4/2022	Regular Meeting
4/11/2022	Consent Agenda Meeting w/ Community Forum
4/18/2022	Regular Meeting
4/25/2022	Consent Agenda Meeting w/ Community Forum
5/2/2022	Regular Meeting
5/9/2022	Consent Agenda Meeting w/ Community Forum
5/16/2022	Regular Meeting
5/23/2022	Consent Agenda Meeting w/ Community Forum
5/30/2022	*No Meeting - holiday (Memorial Day)*
6/6/2022	Regular Meeting
6/13/2022	Consent Agenda Meeting w/ Community Forum
6/20/2022	Regular Meeting
6/27/2022	Consent Agenda Meeting w/ Community Forum
7/4/2022	*No meeting - holiday (Independence Day)*
7/11/2022	Regular Meeting
7/18/2022	Regular Meeting
7/25/2022	Consent Agenda Meeting w/ Community Forum
8/1/2022	Regular Meeting
8/8/2022	Consent Agenda Meeting w/ Community Forum

8/15/2022	Regular Meeting
8/22/2022	*No Meeting - Mid-Year Break*
8/29/2022	*No Meeting - 5th Monday*
9/5/2022	*No Meeting - holiday (Labor Day)*
9/12/2022	Regular Meeting
9/19/2022	Regular Meeting
9/26/2022	Consent Agenda Meeting w/ Community Forum
10/3/2022	Regular Meeting
10/10/2022	Consent Agenda Meeting w/ Community Forum
10/17/2022	Regular Meeting
10/24/2022	Consent Agenda Meeting w/ Community Forum
10/31/2022	*No Meeting - 5th Monday*
11/7/2022	Regular Meeting
11/14/2022	Consent Agenda Meeting w/ Community Forum
11/21/2022	Regular Meeting
11/28/2022	Consent Agenda Meeting w/ Community Forum
12/5/2022	Regular Meeting
12/12/2022	Consent Agenda Meeting w/ Community Forum
12/19/2022	Regular Meeting
12/26/2022	*No Meeting - End of Year Break*

Advantage(s)

1. Provides Council with an opportunity to review the upcoming annual meeting schedule prior to publishing
2. Increases transparency and public awareness of when the Council regularly meets

Disadvantage(s)

None

Budget Impact

None

Prior Council Review

Amendments to Council Policy 100-32 were last adopted on September 24, 2018 (Res. M-3980).

Action Requested

Approve the 2022 annual City Council meeting schedule.

Amanda Delapena, Assistant to the Mayor and City Manager, 360-487-8605

ATTACHMENTS:

- DRAFT 2022 City Council Meeting Calendar

DRAFT

Vancouver City Council

2022 Meeting Calendar

January

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Regular Meeting

Consent Agenda Meeting & Community Forum

Holiday/5th Monday—No Meeting *(see reverse side for details)*

Workshops 4-6 pm, unless otherwise noted on agenda | All meetings begin at 6:30 pm

CITY OF Vancouver WASHINGTON

Unless otherwise advertised, City Council meets at 6:30 p.m., every 1st through 4th Mondays every month in the *Council Chambers at Vancouver City Hall, 415 W. 6th Street, Vancouver, WA.

**While under state and local emergency public health orders, Council meetings will be held remotely over video conference, as needed. Details regarding any revised format and/or venue required to comply with such orders and/or public health guidance, as well as information regarding opportunities for public attendance and participation, will be published with the final agenda for each respective Council meeting.*

- Regular Meetings, which may or may not include public hearings, are held on the 1st and 3rd Mondays.
- Consent Agenda Meetings are held on the 2nd and 4th Mondays. Consent meetings conclude with a Community Forum of up to 90 minutes, during which members of the public are invited to testify to the Council regarding any matter of interest.

Council does not meet on 5th Mondays or on most federally recognized holidays. City Charter requires Council to hold at least two Regular Meetings per month. In the event a holiday falls on a Regular Meeting date, that Regular Meeting will be held the following Monday in lieu of a Consent Agenda meeting.

2022 Monday Holidays—No Council

- Jan. 17—Martin Luther King Jr. Day
- Feb. 21—President's Day
- May 30—Memorial Day
- July 4—Independence Day
- August 22—Council break
- Sept. 5—Labor Day
- Dec. 26—Council break

2022 5th Mondays—No Council

- Jan. 31
- Aug. 29
- Oct. 31

Additional 2022 Holidays—City offices closed

- *Thursday, Nov. 11—Veteran's Day*
- *Thursday & Friday, Nov. 24 & 25—Thanksgiving Day & following day*
- *Monday, December 26—Christmas Day (holiday observed)*

Item #4.

Staff Report 164-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 11/1/2021
11/8/2021

SUBJECT Section 108 Loan Ordinance for Fourth Plain Commons

Key Points

- The Fourth Plain Commons Project is a collaboration between the City of Vancouver and the Vancouver Housing Authority and consists of a 6-story building with a 9,758 square foot community center on the first floor and 106 affordable housing units on floors 2-6 on vacant land owned by the Vancouver Housing Authority (VHA).
- The first-floor community space (the "Commons Community Center") will consist of a community gathering space, an outdoor plaza with infrastructure for the Vancouver Farmer's Market and other events, a shared office space for on-site supportive services, and a commercial kitchen incubator to support food entrepreneurship and events.
- The City has received a commitment from HUD for a Section 108 loan of $4,199,000 to support the purchase (when completed) from the VHA and build out of the Commons Community Center. This loan was included in the Biennial Budget adopted by the Council on November 16, 2020.
- VHA's construction of the project will begin in November 2021 and will take approximately 13 months to complete.
- Council authorization is required to approve the attached ordinance with delegation to the City Manager to execute the required documents. The loan will utilize part of the City's outstanding debt capacity and is expected to be repaid over 20-years however the City always has the option to pay it off early with no penalty.
- The City plans to allocate $300,000 annually in CDBG funds to make payments on the Section 108 loan. Community Center Program income will also be used to repay the Section 108 loan.

Strategic Plan Alignment

Goal 3, Objective 3.2: Improve services available to underserved or vulnerable residents.

Present Situation

Fourth Plain Commons is a new-construction, mixed-use condominium project located in a low-income census tract (427.00) on the Fourth Plain Corridor. The development is a partnership between the City of Vancouver and the Vancouver Housing Authority and consists of two separate components: The Commons Community Center, with public plaza and outdoor playground, on the first floor and a 106-unit affordable housing development, located on floors 2-6. The CDBG funds will be used to support the purchase of the community center, plaza and shared space only. The Commons Community Center will consist of a 9,758-square-foot community space and is envisioned as a flexible area where people from the Fourth Plain community can gather, hold events, and access services. This space will include a commercial kitchen, office space for nonprofits to provide supportive services, a community gathering space, an outdoor space with infrastructure for a farmers market and food carts, and a space for business incubation for food entrepreneurship. The thirteen-month construction on this project is scheduled to begin in November 2021.

Following City Council approval for the Section 108 loan application on July 26, 2021, the City received a commitment from HUD (September 2021) for approval of a Section 108 Loan of approximately $4,199,000 to purchase and build out the community center and pay the cost of issuance. The Section 108 loan provides Community Development Block Grant (CDBG) jurisdictions the opportunity to leverage up to five times the jurisdiction's annual CDBG grant allocation. The loan is low-cost, flexible financing for economic development, public facility, and infrastructure projects. Initially the loan will be a variable rate note tied to three-month Treasury Auction Bill rate plus 35 basis points (0.35) but could eventually be converted to a fixed rate note. The Section 108 loan requires Council authorization and reduces the City's overall outstanding debt capacity. It commits the City to repay debt service for the next 20-years, however, the City always has the option to pay the loan off early with no penalty.

The City will set aside CDBG funds up to $300,000 annually to make the debt service payments. In addition, the City's full faith and credit is pledged as a repayment source, if CDBG grant funds are not sufficient to meet the annual debt service requirements.

Authorization of the ordinance will delegate to the City Manager to execute and deliver the required documents on behalf of the City to HUD.

Advantage(s)

1. Low interest rate financing source.
2. The project will provide services for underserved or vulnerable residents.

Disadvantage(s)

1. A portion ($300,000) of the annual CDBG funding allocation from HUD will be utilized for debt service on this note for up to 20-years.
2. A portion of the City's outstanding debt capacity will be utilized.

Budget Impact

The budget appropriation for the cost of the 2021 Section 108 Loan as well as bond issuance costs is included in the 2021-2022 Budget

Prior Council Review

- July 26, 2021 - Council authorization of Section 108 loan application (Staff Report 111-21)
- January 11, 2021 - City Council workshop, Fourth Plain Commons Update
- November 16, 2020 - Council adoption of Biennial Budget (Staff Report 166-20)
- August 3, 2020 - City Council briefing, Commons Funding Overview

Action Requested

On Monday November 1, 2021, approve ordinance on first reading, setting date of second reading and public hearing for Monday November 8, 2021.

Peggy Sheehan, Community Development Programs Manager, 36-487-7952; Carrie Lewellen, City Treasurer, 360-487-8482

ATTACHMENTS:

- City of Vancouver - HUD Bond Ordinance (Note)
- HUD Form 7082 - Funding approval/agreement
- HUD Form 2880 - Applicant/Recipient Disclosure/Update Report

CITY OF VANCOUVER, WASHINGTON

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SECTION 108 NOTE AND CONTRACT

ORDINANCE NO. M-____

AN ORDINANCE OF THE CITY OF VANCOUVER, WASHINGTON, APPROVING AND AUTHORIZING A LOAN GUARANTEE CONTRACT AND NOTE AND RELATED DOCUMENTS UNDER SECTION 108 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1974, AS AMENDED TO PROVIDE FUNDS FOR THE COMMONS COMMUNITY CENTER AS A PART OF THE FOURTH PLAIN COMMONS PROJECT AND DELEGATING AUTHORITY TO EXECUTE AND DELIVER THE NOTE AND THE CONTRACT AND RELATED DOCUMENTS.

APPROVED ON ____ , 2021

PREPARED BY:

K&L GATES LLP
Seattle, Washington

CITY OF VANCOUVER
ORDINANCE NO. M-_____
TABLE OF CONTENTS*

Page

* This Table of Contents is provided for convenience only and is not a part of this ordinance.

ORDINANCE NO. M-_____

AN ORDINANCE OF THE CITY OF VANCOUVER, WASHINGTON, APPROVING AND AUTHORIZING A LOAN GUARANTEE CONTRACT AND NOTE AND RELATED DOCUMENTS UNDER SECTION 108 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1974, AS AMENDED TO PROVIDE FUNDS FOR THE COMMONS COMMUNITY CENTER AS A PART OF THE FOURTH PLAIN COMMONS PROJECT AND DELEGATING AUTHORITY TO EXECUTE AND DELIVER THE NOTE AND THE CONTRACT AND RELATED DOCUMENTS.

WHEREAS, the best interests of the inhabitants of the City of Vancouver, Washington (the "City") require that the City enter into a partnership with the Vancouver Housing Authority (the "VHA") known as the Fourth Plain Commons Project which consists of a six-story building with a community center of approximately 9,758 square feet on the first floor and 106 affordable housing units on floors 2-6 on land owned by the VHA (herein referred to as the "Project"); and

WHEREAS, RCW 35.21.735 authorizes cities to enter into agreements with the United States or any agency or department thereof for any lawful public purpose; and

WHEREAS, the City has applied for and received loan guarantee assistance through the U.S. Department of Housing and Development ("HUD") for the Project; and

WHEREAS, the City has been provided with a form of variable/fixed rate note to be executed in the amount of not to exceed $6,800,000 (the "Note"); and

WHEREAS, HUD's guarantee of the Note will be governed by a Contract for Loan Guarantee Assistance under Section 108 between the City and HUD (the "Contract"), in which the City pledges Community Development Block Grants pursuant to 24 CFR 570.705(b)(2) and its full faith and credit for the repayment thereof,

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

Section 1. Authorization of the Project. The City plans to fund its share of the cost of the Project (the first floor Commons Community Center) through reimbursement to the VHA for construction and infrastructure costs. The City's share of the Project costs is expected to be paid from the U.S. Department of Housing and Urban Development Section 108 Note (the "Note"). This Project will consist of a community gathering space, an outdoor plaza with infrastructure for the Vancouver Farmer's Market and other events, a shared office space for on-site supportive services and a commercial kitchen incubator to support food entrepreneurship and events.

Section 2. Authorization of Note, Contract and Grant Agreement. For the purpose of paying the costs of the Project, the City shall enter into a Variable/Fixed Rate Note, referred to as Number B-20-MC-53-0013 in the Maximum Commitment Amount of $4,199,000 (the "Note"), to be guaranteed by the Secretary of Housing and Urban Development ("HUD") under section 108 of the Housing and Urban Development Act of 1974, as amended, 42 U.S.C. 5308 ("Section 108"). The Note will initially be issued to the interim lender, which will make advances to the City under the Note. HUD's guarantee of the Note will be governed by the Contract for Loan Guarantee Assistance under Section 108 between the City and HUD (the "Contract"), in which the City pledges Community Development Block Grants pursuant to 24 CFR 570.705(b)(2), as well as its full faith and credit as provided therein and herein, as security for HUD's guarantee.

Section 3. Form of and Execution of Note and Contract. The Council hereby authorizes the City Manager to execute and deliver the Note and the Contract on behalf of the City in substantially the forms on file in the Community Planning Department of the City (CDBG Program Manager), with only those insubstantial changes as shall have been approved by the City Manager. The City Manager is hereby further authorized to execute on behalf of the City all other documents necessary or desirable to accomplish the transactions contemplated by the Note and the

Contract. Such officer and each of the other appropriate officers, agents and representatives of the City are each hereby authorized and directed to take such steps, to do such other acts and things, and to execute such letters, certificates, agreements, papers, financing statements, assignments or instruments as in their judgment may be necessary, appropriate or desirable in order to carry out the terms and provisions of, and complete the transactions contemplated by this ordinance.

Section 4. Provision for Tax Levy Payments. No later than the date each payment of principal of and/or interest on the Note matures or becomes due and payable, the City shall transmit sufficient funds, from legally available sources for the payment of such principal and/or interest.

The City hereby irrevocably covenants and agrees for as long as the Note and Contract are outstanding and unpaid that each year it will include in its budget and levy an *ad valorem* tax upon all the property within the City subject to taxation in an amount that will be sufficient, together with all other revenues and money of the City legally available for such purposes, to pay the principal of and interest on the Note and other obligations under the Contract as the same shall become due.

The City hereby irrevocably pledges that the annual tax provided for herein to be levied for the payment of such principal and interest shall be within and as a part of the tax levy permitted to cities without a vote of the people, and that a sufficient portion of each annual levy to be levied and collected by the City prior to the full payment of the principal of and interest on the Note and other obligations under the Contract will be and is hereby irrevocably set aside, pledged and appropriated for the payment of the principal of and interest on the Note and other obligations of the City under the Contract. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of said taxes and for the prompt payment of the principal of and interest on the Note and other obligations under the Contract as the same shall become due.

Section 5. Prior Acts. All acts taken pursuant to the authority of this ordinance but prior to its effective date are hereby ratified and confirmed.

Section 6. Severability. If any one or more of the covenants or agreements provided in this ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Note or the Contract.

Section 7. Effective Date. This ordinance shall become effective immediately upon its adoption.

ADOPTED by the City Council of the City of Vancouver, Washington, at a regular meeting thereof held this ___ day of ____, 2021.

Read First Time:

PASSED by the following vote:

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.

CITY OF VANCOUVER, WASHINGTON

____

Anne McEnerny-Ogle, Mayor

ATTEST:

____

Natasha Ramras, City Clerk

APPROVED AS TO FORM:

____

Jonathan Young, City Attorney

CERTIFICATE

I, the undersigned, City Clerk of the City of Vancouver, Washington (the "City") and keeper of the records of the City Council (the "City Council"), DO HEREBY CERTIFY:

1. That the attached Ordinance is a true and correct copy of Ordinance No. M-____ of the City Council (the "Ordinance"), duly passed at a regular meeting thereof held on the ____ day of ______, 2021.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the City Council voted in the proper manner for the passage of the Ordinance; that all other requirements and proceedings incident to the proper passage of the Ordinance have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____, 2021.

____
City Clerk

CITY OF VANCOUVER

Summary of Ordinance No. M-___ passed ____, 2021

AN ORDINANCE OF THE CITY OF VANCOUVER, WASHINGTON, APPROVING AND AUTHORIZING A LOAN GUARANTEE CONTRACT AND NOTE AND RELATED DOCUMENTS UNDER SECTION 108 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1974, AS AMENDED TO PROVIDE FUNDS FOR THE COMMONS COMMUNITY CENTER AS A PART OF THE FOURTH PLAIN COMMONS PROJECT AND DELEGATING AUTHORITY TO EXECUTE AND DELIVER THE NOTE AND THE CONTRACT AND RELATED DOCUMENTS.

Section 1 (Authorization of the Project) authorizes the undertaking of the projects to be paid from the proceeds of the Note.

Section 2 (Authorization of Note, Contract and Grant Agreement) authorizes the City's "Variable/Fixed Rate Note" in the maximum commitment amount of $4,199,000 (the "Note") to provide funds to pay the costs of projects of the City.

Section 3 (Form of and Execution of Note and Contract) authorizes procedures for execution of the Note and Contract.

Section 4 (Provision for Tax Levy Payments) provides for the payment of debt service on the Note and provides for tax levies, if needed, as required to pay such debt service.

Section 5 (Prior Acts) ratifies and confirms acts taken pursuant to the authority of the ordinance but prior to its effective date.

Section 6 (Severability) provides that other covenants and agreements in the ordinance are not affected if one is made invalid.

Section 7 (Effective Date) provides that the ordinance shall become effective immediately upon adoption.

The full text of Ordinance No. M-_____ will be mailed without cost to any party requesting it from:

Carrie Lewellen, Treasurer
City of Vancouver
P.O. Box 1995
Vancouver, WA 98668-1995
Phone: (360) 619-1082
Fax: (360) 619-1083

Funding Approval/Agreement
Title I of the Housing and Community Development Act (Public Law 930383)

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

HI-00515R of 20515R

1. Name of Grantee (as shown in item 5 of Standard Form 424) City of Vancouver, WA	3. Grantee's 9-digit Tax ID Number 91-6001288	4. Date use of funds may begin (mm/dd/yyyy) 11/08/2021
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) PO Box 1995 Vancouver, WA 98668-1995	5a. Project/Grant No. 1 B-20-MC-53-0013	6a. Amount Approved
	5b. Project/Grant No. 2	6b. Amount Approved
	5c. Project/Grant No. 3	6c. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Jessie Handforth Kome	Grantee Name City of Vancouver, WA	
Title Director, Office of Block Grant Assistance, DGB	Title Eric J. Holmes, City Manager	
Signature JESSIE KOME Digitally signed by JESSIE KOME Date: 2021.09.03 08:58:40 -04'00' Date (mm/dd/yyyy)	Signature	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action (check only one)
- ☐ a. Entitlement, Sec 106(b)
- ☐ b. State-Administered, Sec 106(d)(1)
- ☐ c. HUD-Administered Small Cities, Sec 106(d)(2)(B)
- ☐ d. Indian CDBG Programs, Sec 106(a)(1)
- ☐ e. Surplus Urban Renewal Funds, Sec 112(b)
- ☐ f. Special Purpose Grants, Sec 107
- ☒ g. Loan Guarantee, Sec 108

8. Special Conditions (check one)
- ☐ None
- ☒ Attached

9a. Date HUD Received Submission (mm/dd/yyyy)
9b. Date Grantee Notified (mm/dd/yyyy)
9c. Date of Start of Program Year (mm/dd/yyyy)

10. check one
- ☒ a. Orig. Funding Approval
- ☐ b. Amendment Amendment Number

11. Amount of Community Development Block Grant	FY ( )	FY ( )	FY ( )
a. Funds Reserved for this Grantee			
b. Funds now being Approved			
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved
$4,199,000

Loan Guarantee Acceptance Provisions for Designated Agencies:
The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.

12b. Name and complete Address of Public Agency
N/A

12c. Name of Authorized Official for Designated Public Agency

Title

Signature

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176		Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By

24 CFR 570 form HUD-7082 (4/93)

8. Special Conditions.

(a) In the event the City of Vancouver (the "City") fails to submit notes or other obligations for inspection and guarantee by the Secretary of Housing and Urban Development (the "Secretary") before September 30, 2022, the commitment will terminate and expire as of such date.

(b) The repayment schedule for the City's debt obligation, as defined in 24 CFR 570.701, must be acceptable to the Secretary.

(c) Pursuant to 24 CFR 570.705(b)(3), the City shall provide additional security for the Guaranteed Loan and such additional security must be acceptable to the Secretary. The additional security shall be identified in the Contract for Loan Guarantee Assistance specified by 24 CFR 570.705(b)(1), which will be executed at the time the guaranteed obligations are issued.

(d) Prior to submitting notes or other obligations for inspection and guarantee by the Secretary, the City shall submit information required under Section 102(b) of the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3545). This information shall be submitted on Form HUD-2880 to HUD's Seattle Regional Office.

(e) The City is required to pay a fee of 2.15% of the principal amount of loan guaranteed and advanced under this Commitment to cover the credit subsidy costs as announced in the *Federal Register* on August 26, 2020 (85 FR 52479).

Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing and Urban Development

OMB Approval No. 2510-0011 (exp. 11/30/2018)

Instructions. (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

Applicant/Recipient Information

Indicate whether this is an Initial Report ☐ **or an Update Report** ☐

1. Applicant/Recipient Name, Address, and Phone (include area code): City of Vancouver, WA PO Box 1995	2. Social Security Number or Employer ID Number: 91 6001288
3. HUD Program Name Section 108 Loan Program	4. Amount of HUD Assistance Requested/Received 4,199,000

5. State the name and location (street address, City and State) of the project or activity:
Vancouver, WA

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3).

☑ **Yes** ☐ **No**

2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD) , involving the project or activity in this application, in excess of $200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9

☐ **Yes** ☑ **No.**

If you answered "**No**" to either question 1 or 2, **Stop**! You do not need to complete the remainder of this form.
However, you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds

(**Note**: Use Additional pages if necessary.)

Part III Interested Parties. You must disclose:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds $50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity ($ and %)

(**Note**: Use Additional pages if necessary.)

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed $10,000 for each violation.
I certify that this information is true and complete.

Signature:	Date: (mm/dd/yyyy)
X	

Public reporting burden for this collection of information is estimated to average 2.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection information unless that collection displays a valid OMB control number.

Privacy Act Statement. Except for Social Security Numbers (SSNs) and Employer Identification Numbers (EINs), the Department of Housing and Urban Development (HUD) is authorized to collect all the information required by this form under section 102 of the Department of Housing and Urban Development Reform Act of 1989, 42 U.S.C. 3531. Disclosure of SSNs and EINs is voluntary. HUD is authorized to collect this information under the Housing and Community Development Act of 1987 42 U.S.C.3543 (a). The SSN or EIN is used as a unique identifier. The information you provide will enable HUD to carry out its responsibilities under Sections 102(b), (c), and (d) of the Department of Housing and Urban Development Reform Act of 1989, Pub. L. 101-235, approved December 15, 1989. These provisions will help ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. They will also help ensure that HUD assistance for a specific housing project under Section 102(d) is not more than is necessary to make the project feasible after taking account of other government assistance. HUD will make available to the public all applicant disclosure reports for five years in the case of applications for competitive assistance, and for generally three years in the case of other applications. Update reports will be made available along with the disclosure reports, but in no case for a period generally less than three years. All reports, both initial reports and update reports, will be made available in accordance with the Freedom of Information Act (5 U.S.C. §552) and HUD's implementing regulations at 24 CFR Part 15. HUD will use the information in evaluating individual assistance applications and in performing internal administrative analyses to assist in the management of specific HUD programs. The information will also be used in making the determination under Section 102(d) whether HUD assistance for a specific housing project is more than is necessary to make the project feasible after taking account of other government assistance. You must provide all the required information. Failure to provide any required information may delay the processing of your application, and may result in sanctions and penalties, including imposition of the administrative and civil money penalties specified under 24 CFR §4.38.

Note: This form only covers assistance made available by the Department. States and units of general local government that carry out responsibilities under Sections 102(b) and (c) of the Reform Act must develop their own procedures for complying with the Act.

Instructions

Overview.

A. Coverage. You must complete this report if:
   (1) You are applying for assistance from HUD for a specific project or activity **and** you have received, or expect to receive, assistance from HUD in excess of $200,000 during the during the fiscal year;
   (2) You are updating a prior report as discussed below; or
   (3) You are submitting an application for assistance to an entity other than HUD, a State or local government if the application is required by statute or regulation to be submitted to HUD for approval or for any other purpose.

B. **Update reports (filed by "Recipients" of HUD Assistance): General**. All recipients of covered assistance must submit update reports to the Department to reflect substantial changes to the initial applicant disclosure reports.

Line-by-Line Instructions.

Applicant/Recipient Information.

All applicants for HUD competitive assistance, must complete the information required in blocks 1-5 of form HUD-2880:

1. Enter the full name, address, city, State, zip code, and telephone number (including area code) of the applicant/recipient. Where the applicant/recipient is an individual, the last name, first name, and middle initial must be entered.
2. Entry of the applicant/recipient's SSN or EIN, as appropriate, is optional.
3. Applicants enter the HUD program name under which the assistance is being requested.
4. Applicants enter the amount of HUD assistance that is being requested. Recipients enter the amount of HUD assistance that has been provided and to which the update report relates. The amounts are those stated in the application or award documentation. NOTE: In the case of assistance that is provided pursuant to contract over a period of time (such as project-based assistance under section 8 of the United States Housing Act of 1937), the amount of assistance to be reported includes all amounts that are to be provided over the term of the contract, irrespective of when they are to be received.
5. Applicants enter the name and full address of the project or activity for which the HUD assistance is sought. Recipients enter the name and full address of the HUD-assisted project or activity to which the update report relates. The most appropriate government identifying number must be used (e.g., RFP No.; IFB No.; grant announcement No.; or contract, grant, or loan No.) Include prefixes.

Part I. Threshold Determinations - Applicants Only

Part I contains information to help the applicant determine whether the remainder of the form must be completed. **Recipients filing Update Reports should not complete this Part.**

If the answer to ***either*** questions 1 or 2 is No, the applicant need not complete Parts II and III of the report, but must sign the certification at the end of the form.

Part II. Other Government Assistance and Expected Sources and Uses of Funds.

A. Other Government Assistance. This Part is to be completed by both applicants and recipients for assistance and recipients filing update reports. Applicants and recipients must report any other government assistance involved in the project or activity for which assistance is sought. Applicants and recipients must report any other government assistance involved in the project or activity. Other government assistance is defined in note 4 on the last page. For purposes of this definition, other government assistance is expected to be made available if, based on an assessment of all the circumstances involved, there are reasonable grounds to anticipate that the assistance will be forthcoming.

   Both applicant and recipient disclosures must include all other government assistance involved with the HUD assistance, as well as any other government assistance that was made available before the request, but that has continuing vitality at the time of the request. Examples of this latter category include tax credits that provide for a number of years of tax benefits, and grant assistance that continues to benefit the project at the time of the assistance request.

   The following information must be provided:

   1. Enter the name and address, city, State, and zip code of the government agency making the assistance available.
   2. State the type of other government assistance (e.g., loan, grant, loan insurance).
   3. Enter the dollar amount of the other government assistance that is, or is expected to be, made available with respect to the project or activities for which the HUD assistance is sought (applicants) or has been provided (recipients).
   4. Uses of funds. Each reportable use of funds must clearly identify the purpose to which they are to be put. Reasonable aggregations may be used, such as "total structure" to include a number of structural costs, such as roof, elevators, exterior masonry, etc.

B. Non-Government Assistance. Note that the applicant and recipient disclosure report must specify all expected sources and uses of funds - both from HUD ***and any other source*** - that have been or are to be, made available for the project or activity. Non-government sources of funds typically include (but are not limited to) foundations and private contributors.

Part III. Interested Parties.

This Part is to be completed by both applicants and recipients filing update reports. Applicants must provide information on:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds $50,000 or 10 percent of the assistance (whichever is lower).
   Note: A financial interest means any financial involvement in the project or activity, including (but not limited to) situations in which an individual or entity has an equity interest in the project or activity, shares in any profit on resale or any distribution of surplus cash or other assets of the project or activity, or receives compensation for any goods or services provided in connection with the project or activity. Residency of an individual in housing for which assistance is being sought is not, by itself, considered a covered financial interest.

The information required below must be provided.

1. Enter the full names and addresses. If the person is an entity, the listing must include the full name and address of the entity as well as the CEO. Please list all names alphabetically.
2. Entry of the Social Security Number (SSN) or Employee Identification Number (EIN), as appropriate, for each person listed is optional.
3. Enter the type of participation in the project or activity for each person listed: i.e., the person's specific role in the project (e.g., contractor, consultant, planner, investor).
4. Enter the financial interest in the project or activity for each person listed. The interest must be expressed both as a dollar amount and as a percentage of the amount of the HUD assistance involved.

Note that if any of the source/use information required by this report has been provided elsewhere in this application package, the applicant need not repeat the information, but need only refer to the form and location to incorporate it into this report. (It is likely that some of the information required by this report has been provided on SF 424A, and on various budget forms accompanying the application.) If this report requires information beyond that provided elsewhere in the application package, the applicant must include in this report all the additional information required.

Recipients must submit an update report for any change in previously disclosed sources and uses of funds as provided in Section I.D.5., above.

Notes:

1. All citations are to 24 CFR Part 4, which was published in the Federal Register. [April 1, 1996, at 63 Fed. Reg. 14448.]
2. Assistance means any contract, grant, loan, cooperative agreement, or other form of assistance, including the insurance or guarantee of a loan or mortgage, that is provided with respect to a specific project or activity under a program administered by the Department. The term does not include contracts, such as procurements contracts, that are subject to the Fed. Acquisition Regulation (FAR) (48 CFR Chapter 1).
3. See 24 CFR §4.9 for detailed guidance on how the threshold is calculated.
4. "Other government assistance" is defined to include any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance from the Federal government (other than that requested from HUD in the application), a State, or a unit of general local government, or any agency or instrumentality thereof, that is, or is expected to be made, available with respect to the project or activities for which the assistance is sought.
5. For the purpose of this form and 24 CFR Part 4, "person" means an individual (including a consultant, lobbyist, or lawyer); corporation; company; association; authority; firm; partnership; society; State, unit of general local government, or other government entity, or agency thereof (including a public housing agency); Indian tribe; and any other organization or group of people.

Item #5.

Staff Report 145A-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 11/1/2021

SUBJECT Adoption of Rules and Regulations Document for Pearson Airfield

Key Points

- A Pearson Airfield Rules and Regulations document is referenced by VMC 10.05.030.
- Recent changes to VMC 10.05 moved many guidance and direction sections for Pearson Airfield out of code and into a more comprehensive Rules and Regulations document which includes Minimum Standards for Commercial Operations.
- The proposed Rules and Regulations document also updates some sections to reflect current and best airfield management practices.
- The proposed Rules and Regulations document was circulated among the current tenants of Pearson Field for feedback. Edits were made based on feedback received.

Strategic Plan Alignment

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

Present Situation

Vancouver Municipal Code section 10.05.030 requires and references a separate "Rules and Regulations" document containing guidance and direction for the management and use of Pearson Airfield.

The previous Vancouver Municipal Code, Title 10.05, contained codification of many operational rules for Pearson Airfield. Recent City Council changes to VMC Title 10.05 moved many of these operational rules out of code and into the proposed "Rules and Regulations" document. The recently revised code includes a requirement for the "Rules and Regulations" document to be adopted by Council resolution. This change creates a more streamlined way for the "Rules and Regulations" to be changed in the future when needed. In addition, the proposed action repeals previous Council action to create a stand-alone Minimum Standards for Commercial Operations, and incorporates those minimum standards into the rules and regulations document.

Advantage(s)

1. Aligns operational rules with best management practices and current policies
2. Moves airport rules and regulations out of City code and into a separate document.
3. Allows for future needed documents changes to be made using a more streamlined process than the previously required changes to City code.
4. Includes Minimum Standards for Commercial Operations

Disadvantage(s)

None

Budget Impact

There is no budget impact associated with this resolution.

Prior Council Review

- City Council workshop - June 8 2020
- City Council workshop - July 26, 2021
- City Manager Communications - August 16, 2021
- City Council adoption of revised VMC Title 10 - September 20, 2021

Action Requested

Adopt a resolution adopting the proposed “Pearson Field Airport Rules and Regulations Including Minimum Standards for Commercial Operations.”

Jennifer Belknap Williamson, Public Works Director, 360-487-7131; Guy Lennon, Airport Manager, 360-487-8619

ATTACHMENTS:

- A Resolution Relating to the Adoption of Pearson Field Airport Rules and Regulations Including Minimum Standards for Commercial Operations
- Pearson Field Airport Rules and Regulations Including Minimum Standards For Commercial Operations

11/1/2021

RESOLUTION NO. M-

A RESOLUTION relating to the adoption of the Pearson Field Airport Rules and Regulations Including Minimum Standards for Commercial Operations, repealing resolution M-3857 Minimum Standards for Commercial Activities at Pearson Field, providing for severability and an effective date.

WHEREAS, the City of Vancouver operates Pearson Field, a general aviation airport which is part of the federally designated Vancouver National Historic Reserve; and

WHEREAS, it has been recommended that such rules and regulations including minimum commercial standards be adopted and referenced as part of Title 10, Chapter 10.05 of the Vancouver Municipal Code; and

WHEREAS, resolution M-3857 adopting Minimum Standards for Commercial Activities at Pearson Field is being repealed and its contents are being incorporated/consolidated into the Pearson Field Airport Rules and Regulations; and

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

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

Section 2. The Pearson Field Airport Rules and Regulations Including Minimum Standards for Commercial Operations, attached as Exhibit A and incorporated by reference, are hereby approved and adopted.

Section 3. Resolution M-3857 is hereby repealed.

ADOPTED at a Regular Meeting of the Vancouver City Council this ____ day of ______________, 2021.

____
Anne McEnerny-Ogle, Mayor

Attest:

RESOLUTION

____
Natasha Ramras, City Clerk
By: Carrie Lewellen, Deputy City Clerk

Approved as to form

____
Jonathan Young, City Attorney

PEARSON FIELD AIRPORT

Rules and Regulations

Including

Minimum Standards for Commercial Operations

Adopted by Vancouver City Council

____

(date)

Table of Contents

<u>Part I: Rules and Regulations</u>

ARTICLE 1. PURPOSE AND APPLICATION

A. Purpose of Rules and Regulations. In order to provide for the safety of Tenants and the general public and the efficient use of Pearson Field Airport facilities, these Rules and Regulations shall apply to Pearson Field Airport and to all public and private uses thereof. (Ord. M-2733, 1987) (FAA Order 5190.6b, Chapter 7, Section 7.8.c) (Ord. M-2733 (part), 1987).

B. The Vancouver City Council has adopted Vancouver Municipal Code ("VMC") Title 10, Aircraft and Airports. Nothing herein is intended to modify or supersede any provisions of VMC Title 10.

C. These Rules and Regulations have been adopted by resolution of the Vancouver City Council. Proposed modifications must be approved by the Airport Manager, the City Manager, and adopted by City Council resolution.

D. Application of Minimum Standards for Commercial Operations. The provisions contained in Part II of the Rules and Regulations are additional requirements intended to apply only to commercial aviation operators at the Airport. The City Council had adopted Minimum Standards for Commercial Activities at Pearson Field Airport. (Resolution M- 3857, 2015). Resolution M-3857 has been repealed and those Standards are now adopted as "Part II" of this document.

E. The City Council has adopted, as to form, various rental and lease Agreements.

ARTICLE 2. DEFINITIONS

Nothing in this chapter shall be construed to mean that the City intends to permit any violation of any federal or state law. FAA regulations, as currently adopted, including any future amendments, shall control. The following terms shall have the meanings indicated:

1. "Adjoining Private Property" means privately-owned property abutting or adjoining any part of the Pearson Field Airport.

2. "Aeronautical Activity" means any activity or service which involves, makes possible, or is required for the operation of Aircraft, or contributes to, or is required for, the safety of such operations. "Aeronautical Activity" includes, but is not limited to, Charter Operations (under either Federal Aviation Regulation [FAR] Part 121 or 135), charter brokerage, Aircraft hangar leasing, pilot training, Aircraft Rental and sight-seeing, aerial photography, crop dusting, fire suppression, aerial advertising and surveying, Aircraft Sales, leasing and servicing, Aircraft management, and sale of aviation petroleum products, whether or not conducted in conjunction with other included activities which have a direct relationship to the operation of Aircraft, repair and maintenance of Aircraft, sale of General Aviation Aircraft parts, and any other activities which because of their relationship to the operation of Aircraft can appropriately be regarded as an "Aeronautical Activity."

3. "Agreement" means the written agreement between the City (defined below) and a Person (defined below) specifying the terms and conditions under which the Person may conduct commercial aviation activities.

4. "Aircraft" means any contrivance used or designed for navigation or flight in the air, including but not limited to an airplane, sailplane, glider, helicopter, gyrocopter, ultralight, balloon, blimp, dirigible, unmanned aerial vehicle, remotely piloted vehicle or drone.

5. "Aircraft Operation" means an Aircraft arriving at, taxiing on, or departing from the Airport. For FAA statistical data, any Aircraft arrival or departure accounts for one operation.

6. "Aircraft Operations Area" or "AOA" means any area of an airport used or intended to be used for landing, takeoff, or surface maneuvering of Aircraft. An Aircraft Operations

Area includes such paved areas or unpaved areas that are used or intended to be used for the unobstructed movement of Aircraft in addition to its associated runway, Taxiways, or apron.

7. “Aircraft Owner” means a Person (defined below) holding legal title to an Aircraft, or any Person having exclusive possession of an Aircraft.

8. “Aircraft Parking and Storage Areas” means hangar and apron locations at the Airport (defined below) designed by the Airport Manager (defined below) for the parking and storage of Aircraft.

9. “Aircraft Rental” means the commercial operation of renting and leasing Aircraft to the public for compensation.

10. “Aircraft Sales” means the sale of new or used Aircraft through brokerage, ownership, franchise, distributorship, or licensed dealership.

11. “Airframe and Power Plant Maintenance” means the commercial operation of providing Airframe and power plant services, which includes, but is not limited to, any of the following: the repair; maintenance; inspection; construction; and modification or alteration to Aircraft, Aircraft engines, propellers and appliances, including the removal of engines for major overhaul. This category of service also includes the sale of Aircraft parts and accessories.

12. "Airport" means the land and facilities owned or controlled by the City of Vancouver known as the Pearson Field Airport.

13. "Airport Layout Plan” or “ALP" means the plan of an airport showing the layout of existing and proposed airport facilities which has been approved by the FAA.

14. "Airport Manager” means the individual or individuals designated by the City Manager as having responsibility and authority for management of the Airport.

15. "Aviation Advisory Committee” or “AAC” means that body which makes recommendations to the City Council, the City Manager, and the Airport Manager on matters pertaining to the Airport.

16. “Aviation Fuel”, “AVGAS”, or “Jet-A” means all flammable liquids composed of a mixture of selected hydrocarbons expressly manufactured and blended for the purpose of effectively and efficiently operating internal combustion, jet, or turbine engine, which meet the standards of ASTM D910-Latest (AVGAS) and DI 655-Latest (Jet-A).

17. “Avionics Sales and Maintenance” means the commercial operation of providing the repair and maintenance of Aircraft radios, instruments, and accessories. Such operation may include the sale of new or used Aircraft radios, instruments, and accessories.

18. "Based Aircraft” means an Aircraft that the owner physically locates at the Airport for an undetermined period, and, whenever absent from the Airport, its owner intends to return the Aircraft to the Airport for long-term storage. Aircraft not physically located at the airport for more than 50 percent of a calendar year shall not be considered Based Aircraft.

19. “Charter Operation” means any operation for compensation or hire as defined in FAR Part 119 and operated under FAR Part 135.

20. "City" means a municipal corporation organized under the constitution and statutes of the state of Washington known as Vancouver, Washington or Vancouver.

21. "Commercial Activity” means the conduct of any aspect of business, concession, operation, or agency in order to provide goods or services to any Person for compensation, profit, or hire. In addition, any activity that requires a business license or certification to be performed, whether for compensation or not, is considered a Commercial Activity.

22. "Commercial Operator” means a Person (defined below) conducting Commercial Activities or services at the Airport for compensation or hire, and/or providing a service which requires licensing or certification to be performed regardless of whether or not compensation is provided. Nonprofit organizations are not considered Commercial Operators.

23. “Commercial Service” means the actual conveyance of product or maintenance and repair, etc., provided by a Person (defined below) whether for compensation or not.

Typically, a Commercial Service is a task performed by a Commercial Operator or Commercial Operator's Employee for a customer.

24. "Employee" means any individual performing services at the Airport for another Person and designated as an employee so that federal/state unemployment insurance, federal social security, or federal withholding taxes are withheld from wages by his or her employer.

25. "FAA" means the Federal Aviation Administration.

26. "FAR" means the Federal Aviation Regulations as published by the FAA.

27. "Fees and charges" mean charges directly imposed by the City upon users of the Airport for services or direct benefit.

28. "Fixed Base Operator" or "FBO" means a full-service Commercial Operator who engages in the activities that typically include Aircraft fuel sales; Airframe, Power Plant, and Avionics Maintenance and overhaul; Flight Training; and pilot supplies and Aircraft parts retail sales.

29. "Flight Instructor" means a Person who is properly licensed and certified by the FAA to provide flight instruction.

30. "Flight Training" means the commercial operation of instructing pilots in dual and solo flight in any Aircraft, and related ground school instruction as necessary to complete an FAA written pilot's examination and flight check ride for various categories of pilots' certificates and ratings.

31. "Flying Club" means a nonprofit corporation or organization (as evidenced by Articles of Incorporation or other appropriate documents) in which all Aircraft are equally owned or leased by all members of the corporation or organization.

32. "Fueling or Fuel Handling" means the transportation, sale, delivery, dispensing, or draining of fuel or fuel waste products to or from Aircraft or fuel trucks.

33. "Fuel Storage Area" means any portion of the Airport designated temporarily or permanently by the Airport Manager as an area in which Aircraft fuel or any other type of fuel may be stored or loaded.

34. “General Aviation” means all civil aviation operations (other than military), scheduled air services, and non-scheduled air transport operations for remuneration or hire.

35. “Hazardous Material” means any substance, waste, or material which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, and is or becomes regulated by any governmental authority, agency, department, commission, board, or instrumentality of the United States, the State of Washington, or any political subdivision thereof, and the presence of which requires investigation, removal, and/or remediation.

36. "Independent Contractor” or “IC" means one who contractually undertakes to perform services for another, but who is not controlled by the other nor subject to the other's right to control with respect to physical conduct in performing the services.

37. “Lease” means the written contract between the City and a Person (defined below) specifying the terms and conditions under which that Person enterprise may occupy and operate certain Airport facilities and/or property.

38. “Minimum Standards for Commercial Activity” or “Minimum Standards” means the qualifications or criteria established by the Vancouver City Council as the minimum requirements to perform commercial activities and operations on the Airport.

39. “Mobile Maintenance Provider” or “MMP” means a Person (defined below) that performs Aircraft maintenance that required certification or licensing, but is not a commercial Tenant at the Airport, and who temporarily rents space in a facility approved for Commercial Activity from a lessee for the purpose of performing occasional work on Airport Tenant-owned Aircraft.

40. “Mobile Service Provider” or “MSP” means a Person (defined below) that provides Commercial Activities or services on Airport property but does not operate out of owned or Leased property at the Airport. Examples of an MSP include washing or detailing Aircraft.

41. "Motor Vehicle” means automobile, truck, bus, public automobile, limousine, taxi, and any other vehicle by which Persons or property may be transported or carried on land, but not including Aircraft.

42. “Non-Aeronautical Services” means restaurants, car rentals, and any other non-aviation related services provided on the Airport.

43. “NTSB” means the National Transportation Safety Board.

44. "Operator” means the owner or the Person (defined below) controlling the operations of any certain Aircraft or Motor Vehicle.

45. “Permit” means administrative approval issued by the Airport Manager to a Person to conduct a commercial Aeronautical Activity and provide such services to based and transient Aircraft only from facilities and locations where such services are authorized.

46. "Person” means any individual, firm, partnership, corporation, company, association, joint stock association or body politic, and includes any trustee, receiver, assignee, or other similar representative thereof.

47. “Rental Agreement” means the written contract between the City and a Person specifying the monthly terms and conditions under which that Person may occupy and operate certain Airport facilities or property.

48. “Specialized Aviation Service Operation” or “SASO” means an aeronautical business that offers a single or limited service. Examples of a SASO include, but are not limited to: pipeline patrol, aerial photography/survey, scheduled commuter air service, air ambulance, Aircraft Sales, Aircraft Storage, propeller and/or Aircraft accessory repair and sales, Aircraft upholstery, Aircraft painting, Flight Training, fuel sales, and banner towing.

49. "T-Hangar" means a multiple Aircraft Storage building individually compartmentalized and normally Leased to individual airplane operators.

50. “Taxiway” means a defined path established for the taxiing of Aircraft from one part of the Airport to another; typically, from the aprons to the runway.

51. "Tenant" means any Person who through Agreement with the City occupies and controls use of Airport premises.

52. “Through the Fence Operator” means an individual, business, or organization located on property adjacent to an airport who has access onto and uses an airport.

53. “Tie-Downs” means City-owned ramp space where Aircraft can be tied down. Some Tie-Downs are available for rent on a monthly basis and others are available for transient Aircraft.

ARTICLE 3. AIRPORT GENERAL REGULATIONS

A. The Airport shall be open to the public for aeronautical use 24-hours a day, subject to reasonable restrictions for security, inclement weather, unsafe conditions at the Airport, and other reasonable restraints.

B. The Aircraft Operation Area is open for public use in accordance with the rules and regulations governing the operation of Aircraft and the conduct of airmen (as defined in the FAR) as promulgated by the appropriate agencies of the United States government, the state of Washington, and the City.

C. No Person or Persons shall be permitted to enter the runway or Taxiways except airmen, duly authorized personnel, passengers going to or from Aircraft, Persons having business to transact in offices located in hangars, or other Persons being personally conducted by Airport Tenants or Airport staff. Even the Persons so excepted who shall have the use of the runway and Taxiways, are limited to the necessary use of such space in connection with flights, inspections, and routine duties.

D. Any permission granted by the Airport Manager or by designated representative, directly or indirectly, expressly or by implication, to any Person or Persons to enter or use any portion of the Airport , including Aircraft operators, crew members and passengers, spectators, pleasure and commercial vehicles, officers and employees of lessees, and also including other Persons occupying space on the Airport, Persons doing business with the City, its lessees, sub-lessees and permittees, and all other Persons, is conditioned upon such Persons' compliance and continued compliance with these Rules and Regulations. Entry upon or into the Airport by any Person shall be deemed to constitute an agreement by that Person to comply with all said Rules and Regulations.

E. The Airport Manager, either directly or through an authorized City representative, may suspend or restrict any or all operations without regard to weather conditions whenever the Airport Manager finds such action is necessary in the interest of safety. The applicable NTSB and FAA rules and regulations shall be followed.

F. The Airport Manager shall, at all times, have authority to take such actions as may be necessary to safeguard the public in attendance at the Airport. Every pilot, mechanic or other Person employed on or using the Airport shall cooperate with the Airport Manager in enforcement of these Rules and Regulations and to see that all Persons upon the premises use due care and caution.

G. No Person or Persons shall store items or disabled Aircraft outside of any building within the Airport unless approved in writing by the Airport Manager.

H. No Person shall enter the Airport with a dog or other animal unless the animal is restrained by a leash or properly confined as determined by the Airport Manager. No Person in charge of a dog or other animal shall permit the animal to wander unrestrained on any portion of the Airport. (VMC, Chapter 8.24.120)

I. Smoking is prohibited within a minimum distance of twenty-five feet from entrances, exits, windows that open, and ventilation intakes that serve an enclosed area where smoking is prohibited so as to ensure that tobacco smoke does not enter the enclosed area through entrances, exits, open windows, or other means.

J. The Airport Manager, or designated representative, may engage in discharging of a firearm or pyrotechnic device on Airport property for the purpose of taking and/or dispersing wildlife provided a) the individual is authorized by The Airport Manager to participate in wildlife mitigation; b) discharging of a firearm or pyrotechnic device is for the purpose of taking and/or dispersing wildlife that are a hazard to air traffic; c) taking or dispersing wildlife is done in accordance with applicable law, or regulation, including U.S. Fish and Wildlife Service authorizations. This section exempts authorized personnel from RCW 9.41.230 or other applicable code during the course of their duties provided the above requirements are met.

ARTICLE 4. REFUSE – PROPERTY DAMAGE – TAMPERING

A. No Person shall throw, dump, or deposit any waste, refuse, litter, or garbage on the grounds of the Airport. All waste, refuse, litter, and garbage shall be placed and kept in closed garbage cans or containers, and all operating areas shall be kept in a safe, neat, clean, and orderly condition at all times.

B. Anyone who intentionally destroys, injures, defaces, or disturbs in any way any building, sign, equipment, marker, or other structures or public property on the Airport shall be guilty upon conviction of a misdemeanor. Any Person responsible for the destruction or damage of Airport property, whether by accident or otherwise, shall pay the City for such damage and destruction, and, in appropriate cases, for other financial losses to the Airport which follow from such damage or destruction.

C. No one may interfere or tamper with any Aircraft or start the engine of such Aircraft unless authorized to do so.

ARTICLE 5. ACCESS TO THE AIRPORT FROM ADJOINING PRIVATE PROPERTY

Access to the Airport will not be permitted from Adjoining Private Property except by written Agreement. A control and security fence will be erected and maintained separating the Airport and private property.

ARTICLE 6. VEHICLE REGULATIONS

A. No one shall operate any vehicle (motorized or non-motorized) on the Airport in a negligent manner, nor in disregard of the rights and safety of others, nor at a speed likely to endanger any Person or property, nor shall such vehicle operation interfere with the movement of Aircraft.

B. A Person not having a valid Motor Vehicle operator license shall not operate any Motor Vehicle on the Airport, nor shall any Person operate at the Airport any vehicle which is not properly licensed under the laws of the state of Washington or of another state.

C. All vehicles operated on the Airport shall be driven at a safe and reasonable speed not to exceed 15 miles per hour.

D. No Motor Vehicle shall be driven onto the Aircraft runway or Taxiways, without the express permission of the Airport Manager or designated representative, and then only in accordance with these Rules and Regulations, except in emergencies to attend to the needs of an Aircraft incident or accident.

E. No one shall operate any Motor Vehicle on the Airport, except Fueling trucks, City operated or authorized patrol or emergency vehicles, management and maintenance vehicles, FAA maintenance vehicles, business Tenants and their employees going directly to and from their rented areas, and T-hangar or Tie-Down Tenants going directly to and from their rented areas.

F. No go-carts, scooters, bicycles, or similar vehicles are permitted on the Aircraft runway and Taxiways of the Airport without prior approval of Airport Manager. Bicycle riding on the Airport property by Airport Tenants is allowed at Tenant's own risk.

G. No one shall operate any commercial vehicle carrying passengers for hire on the Airport apron unless such operation is conducted with the approval of Airport Manager.

H. Accident Reports. The driver of any vehicle involved in an accident at the Airport shall within 48 hours notify the Airport Manager. A written report may be requested.

ARTICLE 7. VEHICULAR PARKING REGULATIONS

A. No Person shall park a Motor Vehicle on the Airport other than in the manner and at places either posted as parking areas or with written permission by the Airport Manager or designated representative. No Person shall park or block Aircraft or vehicular movement. No Person shall block access to a T-hangar other than their own rented T-hangar, without permission of the Tenant.

B. A T-hangar Tenant may park their own vehicles in their T-hangar.

C. No one shall leave any Motor Vehicle in a public parking area in excess of one week unless express approval for such parking has been obtained from the Airport Manager. Any vehicle in violation of this section may be impounded at direction of the Airport Manager. All charges for towing and storage shall be at the owner's expense.

D. Persons parking vehicles on the Airport do so at their own risk.

ARTICLE 8. GENERAL OPERATIONS

A. The Aircraft Operation Area is open for public use in accordance with these Rules and Regulations governing the operation of Aircraft and the conduct of airmen as promulgated by the appropriate agencies of the United States government, the state of Washington, and the City. All Rental Agreements, Lease Agreements, and Permits shall be subordinate to the provisions of any existing or future Agreements between the City and the United States government relative to the operation and maintenance of the Airport.

B. "Fly Quiet" procedures may exist through cooperative agreement of Airport users, the community, and the City. Where these procedures exist, they are intended to be a voluntary effort on the part of Airport users to be good neighbors in the community.

1. Aircraft operators are advised to utilize appropriate noise abatement practices whenever possible consistent with safety.

2. Aircraft operators are advised to avoid overflights of Esther Short Park in Downtown Vancouver.

3. Piston Aircraft operators are advised to use Aircraft Owners & Pilots Association (AOPA) "Noise Awareness Steps."

4. Turbine Aircraft operators are advised to use National Business Aircraft Association (NBAA) "Standard Noise Abatement Departure Procedures" or comparable procedure of Aircraft manufacturer.

5. Helicopter operators are advised to use Helicopter Association International (HAI) "Fly Neighborly" program.

C. Repair of Aircraft, Aircraft engines, propeller, or apparatus (except emergency repairs to facilitate movement of an Aircraft) shall be made only in spaces designated for this purpose and described in the applicable minimum standards, a Lease, or Rental Agreement. Such work may only be performed by Persons working on their own Aircraft or who have a valid City business license, in conjunction with either approval by Airport Manager or a tenancy Agreement from the City.

ARTICLE 9. LANDING AND TAKEOFF RULES

Landings and takeoffs shall be governed by FAA regulations as currently adopted and any future amendments.

ARTICLE 10. AIRCRAFT GROUND AND TAXIING RULES

A. At no time shall engines be operated within any hangar, shop, or other building. When an engine is being hand propped, a competent Operator shall be at the controls. The wheels shall be chocked, and/or operating parking brakes shall be set.

B. No one shall taxi an Aircraft to or from the hangar line or to or from an approved Tie-Down until they have ascertained that there will be no danger of collision with any Person or object in the immediate area.

C. No Aircraft shall be taxied except at a speed which is safe and reasonable under existing circumstances.

D. Operators shall be responsible for all “prop wash” damage to property owned by others.

E. An Aircraft that is not equipped with adequate brakes shall not be taxied near buildings or parked Aircraft unless it can be safely performed.

F. No Aircraft shall be taxied by any Person upon a Taxiway which has been designated by Airport Manager as being closed. The closure of any Taxiway shall be done in accordance with FAA runway procedures.

G. Aircraft awaiting takeoff shall stop at the runway holding line in a position to have direct view of Aircraft approaching or landing.

ARTICLE 11. AIRCRAFT PARKING

A. Unless otherwise provided in a rental or Lease Agreement, no Person shall use any area of the Airport for permanent or semi-permanent parking and storage of Aircraft or property without first obtaining permission from the Airport Manager. If anyone uses such area without first having obtained permission, then the Airport Manager may order in writing the Aircraft or other property impounded and stored at the expense of the owner, without liability for damage or any costs arising from or out of such removal or storage. Reasonable efforts shall be made to notify owner prior to removal of Aircraft or other property.

B. Aircraft shall be securely chocked and tied down by the owner or Operator when parked overnight or when conditions warrant chocking or tying down.

C. Securing of Aircraft shall be the sole responsibility of the Operator of the Aircraft, and the City, its employees and agents shall in no way be held responsible to secure Aircraft or for the consequences of failure of the Operator to so secure.

D. Transient parking is for temporary parking by visitors or guests only and not for Aircraft awaiting repairs except by approval from the Airport Manager. Emergency repairs are allowed but only for that amount of time required for repairs. The Airport Manager shall be advised of such time needed for repairs.

ARTICLE 12. DISABLED AIRCRAFT

A. As soon as permitted or directed by FAA or NTSB authorities or by the Airport Manager, Aircraft Owners and pilots are required to remove their disabled Aircraft promptly from any Aircraft Operations Area.

B. Non-airworthy Aircraft, wrecks, "derelict", or parts thereof shall not be parked or stored anywhere on the Airport unless express authority for parking or storage has been granted in writing by Airport Manager.

C. Should any Person refuse to remove an Aircraft or any parts thereof when directed to do so by Airport Manager in compliance with these Rules and Regulations, such Aircraft may be removed at the owner's or operator's expense and without liability to the City for damage which may result in such moving. (Ord. M-2733, 1987)

ARTICLE 13. FUEL HANDLING AND STORAGE REQUIREMENTS

A. Fuel storage and servicing equipment must comply with all City, state, and federal laws and regulations.

B. Fueling hoses, fuel equipment, and fuel trucks shall be maintained in a safe, non-leaking condition.

C. Fuel trucks shall proceed slowly and with caution on the Airport.

D. When servicing Aircraft, Fuel trucks must be positioned so that they may be readily driven away to an open area without backing up in the event of emergency.

E. A serviceable 2A-10-BC fire extinguisher shall be within ready reach of all Persons engaged in Fueling or defueling of Aircraft.

F. All Aircraft shall be positively grounded while being fueled.

G. Aircraft shall not be fueled or defueled while the engine is running or while such Aircraft is in a hangar or any enclosed area.

H. No occupants or animals should be permitted inside an Aircraft being fueled.

I. Aircraft master switch should be turned off during Fueling or defueling.

J. Fuel spills that create a potential fire hazard shall promptly be reported to the Vancouver Fire Department with a request for assistance.

ARTICLE 14. RULES FOR RENTAL AND USE OF T-HANGARS

The primary purpose of T-hangars is Aircraft Storage. Incidental storage of non-aeronautical items is allowed. Commercial Activities as described in the Minimum Standards for Commercial Activities are not allowed in T-hangars. Constructing amateur-built or kit-built Aircraft is permitted, provided that activities are conducted safely. There shall be no storage of items or activities prohibited by local or state law.

A. Specific permitted uses of T-hangars include:

1. Storing active Aircraft;
2. Sheltering Aircraft for maintenance, repair, or refurbishment, but not indefinitely storing non-operational Aircraft;
3. Constructing amateur-built or kit-built Aircraft provided that activities are conducted safely;

4. Storing Aircraft handling equipment, e.g., tow bar, glider tow equipment, workbenches, and tools and materials used to service, maintain, repair, or outfit Aircraft;

5. Storing materials related to an Aeronautical Activity, e.g., balloon and skydiving equipment, office equipment, teaching tools, and materials related to ancillary or incidental uses that do not affect the hangar's primary use;

6. Storing non-aeronautical items that do not interfere with the primary aeronautical purpose of the hangar, e.g., televisions and furniture;

7. Parking a vehicle at the hangar while the Aircraft usually stored in that hangar is flying, subject to these Rules and Regulations; and

8. Items described in FAR Part 43, Appendix A, Section C, Preventive Maintenance, and Federal Aviation Administration 14 CFR, Chapter 1 [Docket No. FAA-20140463] amended or changed.

B. Specific uses not permitted in T-hangars include:

1. Use as a residence;

2. Commercial Activities (However, operating, storing and maintaining an Aircraft used in the conduct of an owner's non-commercial activities [Minimum Standards 5.2] is permitted);

3. Operation of a non-aeronautical business, e.g., limo service, car and motorcycle storage, storage of inventory, and non-aeronautical business office;

4. Activities that impede the movement of the Aircraft in and out of the hangar or other aeronautical contents of the hangar;

5. Activities that displace the aeronautical contents of the hangar or impede access to Aircraft or other aeronautical contents of the hangar;

6. More than de minimis storage of household items that could be stored in commercial storage facilities;

7. Storage for longer than 12 months of derelict, non-airworthy or scrap Aircraft and parts;

8. Storage of items or activities prohibited by local or state law;

9. Storage of fuel and other dangerous and Hazardous Materials, except as allowed in Article 13 Fire Regulations; or

10. Storage of inventory or equipment supporting a municipal agency function unrelated to the aeronautical use.

C. Tenant shall not make alterations, additions, modifications, replacements, or improvements to either the interior or exterior of the rented space during the term of this Agreement without obtaining the Airport Manager's prior written approval, including, but not limited to:

1. Modifying existing wiring, installing additional outlets, fixtures, or the like;

2. Painting, removing, defacing, modifying, bending, drilling, cutting or otherwise altering or modifying any part of the hangar structure or floor;

3. Attaching any hoisting or holding mechanism (i.e. chain-fall, block, tackle or any other hoisting device) to any part of the hangar or passing any such mechanism over the struts or braces; or

4. Hanging, attaching, or mounting anything to any portion of the hangar structure.

D. T-hangar doors shall remain closed at all times when not in use.

E. Aircraft engines shall not be operated inside T-Hangars.

F. Use of gas-fired heaters is prohibited. UL-approved electrical heaters or dehumidifiers for avionics or engines, may be used with the written approval of the Airport Manager. All extension cords shall be appropriately rated, in good repair, and safely routed.

G. Per FAA rules, short-term fair market non-aviation use of T-hangars may be authorized by the Airport Manger providing this use does not prevent aeronautical primary use.

H. Provisions of Article 14 Use of T-hangars shall be included in T-hangar Rental Agreements.

ARTICLE 15. FIRE REGULATIONS

Tenants and other users of the Airport shall comply with the International Uniform Fire Code as adopted by ordinance of the City.

A. All Persons using the Airport or facilities of the Airport in any way shall exercise the utmost care to guard against fire and injury to Persons or property.

B. Tenants shall provide one serviceable and readily accessible fire extinguisher, type 2A-10-BC, in each T-hangar.

C. No Person shall smoke or carry any lighted cigar, pipe, cigarette, match, or any open flame in or upon the Airport within fifty feet of Fuel Storage Areas, fuel loading situations, Fuel Handling vehicles, or Aircraft being fueled or having fuel drained, or in any other place where smoking or open flame is prohibited.

D. T-hangars shall be kept clean and free of debris and oily rags or other fire Hazardous Materials. Tenants shall provide "listed" metal receptacles with self-closing covers for the storage of oily wastes, rags, or other combustible material.

E. Tenants shall keep floors of hangars and adjacent interior walls areas free and clear of all oil, grease, and other flammable material.

F. No one shall keep, store, or use any flammable and/or combustible materials in T-hangars with the following exceptions:

1. No more than five gallons total of flammable and/or combustible materials may be stored in well-maintained original storage containers and/or storage cabinets designed for that type of material;
2. Incidental quantities of paint or dope required for allowed maintenance may be stored and used. Touch up painting and doping of small fabric areas is allowed provided hangar doors are opened to provide adequate ventilation. No spray-painting operation shall be conducted in T-hangars with the exception of spray can paint in its original container;
3. Incidental quantities of cleaning fluids may be stored and used while hangar doors are opened to provide adequate ventilation; and
4. Fuel or oil will be contained only in Aircraft or accessory tanks (i.e., Aircraft tugs) or stored in an approved container.

G. Any container with flammable and/or combustible material is considered full for the purposes of fire inspections regardless of the quantity of material in the listed container.

H. Unattended heating appliances are not allowed in T-hangars except for UL approved electrical heaters or dehumidifiers specifically approved for Aircraft avionics or engine use. UL approved battery chargers for aviation use may be used. All extension cords shall be appropriately rated and safely routed.

I. With the exception of limited soldering and use of a heat gun, hot work including but not limited to welding, grinding, brazing, and cutting is prohibited. Gas-fired heaters are not allowed for use in T-hangars.

J. Periodic inspections may be made by the Vancouver Fire Department to ensure compliance with these and other City fire regulations.

ARTICLE 16. POSTING REGULATIONS

These Rules and Regulations, as well as current Airport plans (Master, Layout, Business, etc.) shall be posted on the Airport website. These Rules and Regulations shall be supplied to all Tenant applicants and interested parties upon request to the Airport Manager.

ARTICLE 17. PENALTIES FOR VIOLATIONS

A. Penalties for Non-Compliance. Generally, every Person who violates or fails to comply with any provision of these Rules and Regulations, or who operates or handles an Aircraft in violation of any provision of this document, except where noted as voluntary, may be promptly removed or ejected from the Airport by or under the authority of the Airport Manager, and may be deprived of the further use of the Airport and its facilities for such length of time as may be required to insure the safeguarding of the same and the public and its interest therein. In addition, any Person who violates or fails to comply with any of the requirements of this document may be referred to the proper authorities for further enforcement. All Persons on the Airport are entitled to quiet enjoyment. Any harassment by any individual upon another Person or Persons shall be grounds for removal.

B. Traffic Violations. Any Person violating these Rules and Regulations and/or the traffic laws of the state of Washington or the City in connection with vehicular traffic on the Airport, shall be subject to prosecution in the appropriate court for such violation.

ARTICLE 18. AIRCRAFT WINGSPAN AND WEIGHT RESTRICTIONS

A. Aircraft shall not occupy any hangar, or Tie-Down, nor shall Aircraft be operated in areas of the Airport, where the Aircraft's wingspan exceeds the maximum approved wingspan designation for that area as specified by the Airport Manager or as published.

B. Aircraft shall not occupy any hangar, or Tie-Down, nor shall Aircraft be operated in areas of the Airport, where the Aircraft's weight exceeds the maximum approved weight restriction for that area as specified by the Airport Manager or as published.

C. The City assumes no liability for damage or loss resulting from Aircraft Operations in areas where Aircraft wingspan or weight exceeds the designated wingspan and weight restrictions. Any such operation and/or resulting damage is solely at the risk of the Aircraft Operator. (FAA Order 5190.6B, Chapter 7, Section 7.7.b)

Part II: Minimum Standards for Commercial Operations

SECTION 1. POLICY, PURPOSE, AND AUTHORITY

A. The City will maintain Minimum Standards for Commercial Activities at the Airport, as required by the VMC Section 10.05.035. The Airport Manager and City staff shall use these Minimum Standards as a minimum threshold, and as guidance for making decisions related to the approval of commercial activities located at the Airport. In the event of a conflict between the Minimum Standards and any lawfully-executed commercial activities Agreement or Lease, the Commercial Activities Agreement or Lease shall control.

B. The City Council has adopted VMC Title 10, Aircraft and Airports. Nothing herein is intended to modify or supersede any provisions of VMC Title 10.

C. The Minimum Standards shall be reviewed every five years to ensure accuracy and compliance with applicable regulations. If significant changes in regulations or law indicate a need for additional review, the Airport Manager may initiate a single case or a full review of the Minimum Standards.

D. The Minimum Standards are established to ensure sustainability of the Airport by providing a baseline set of requirements for:

1. Public, operator and user safety.
2. Predictable access and services expected at a working airfield.
3. Predictable standards that provide a fair and equitable opportunity for commercial activities at the Airport.

E. These Minimum Standards also help support aviation as an integral part of Washington's transportation network by creating and implementing strategies to protect and improve the aviation system, encouraging aviation-related economic development and supporting aviation safety and education. In addition, the Vancouver City Council adopts standards to ensure that:

- The Airport remains compliant with all federal and state grant assurances.
- Any Person who uses or accesses Airport property or facilities for Commercial Activity compensates the Airport at fair market value (FMV) for such use and privileges.
- Airport public areas, roads, Taxiways, runways and aprons remain available for public Aeronautical Activity subject to Airport Rules and Regulations.

F. All Persons conducting commercial activities at the Airport shall, as a condition of conducting such activities, comply with all applicable requirements set forth in these Minimum Standards. The Minimum Standards are deemed to be a part of each Commercial Operator's Lease, license, Permit or Agreement, unless any such provisions are expressly waived or modified by the Airport Manager in writing. The mere omission of any particular part of these Minimum Standards in a Lease, license, Permit or Agreement shall not constitute a waiver or modification of the standard unless the document expressly states that the City waives application of that specific standard. However, as above, if there is a conflict between the Minimum Standards and any lawfully executed commercial activities Agreement or Lease, the commercial activities Agreement or Lease shall control. Prior to establishing or conducting a Commercial Activity, the Person or corporation shall have secured all licenses, permits, certifications, and insurance required by state, federal, or City regulations, including a City business license required by VMC Title 5.04. Commercial Activity may only be conducted in facilities designated for commercial use by the City.

G. Commercial Operators desiring to operate at the Airport may submit proposals to the Airport Manager. Proposals will be reviewed by the Airport Manager and City staff, including advisory input from the AAC or other advisory committees, as appropriate.

SECTION 2. AREAS AND DESCRIPTIONS

A. For future development of the Airport, it is important to designate areas for specific uses to ensure adequate space is available for Commercial Activity. Plans should include strategies to restrict pedestrian, bicycle, and vehicle traffic at the Airport which helps to ensure the safety of ground crew and passengers during Aircraft ground operations and develop a coordinated traffic flow.

1. **Airport Layout Plan:** The City has adopted an Airport Layout Plan for the Airport that is approved by the FAA. The City reserves the right to change such plan as necessary to protect public safety and convenience or in connection with further development of the Airport for

2. **Airport Runway and Taxiway:** The Runway and Taxiway system is a designated "Aircraft Only" operating area. This is to ensure safe coordinated flow of air traffic. No commercial, non-commercial, or non-aeronautical activities are allowed on the Runway or Taxiway, unless that activity involves the movement of Aircraft or other activity specifically authorized by the Airport Manager.

3. **Maintenance and Storage Facilities:** Maintenance facilities are those buildings and apron areas that are compliant with the requirements for maintenance activities, and that have been designated as such. Storage facilities such as T-Hangars and Tie-Downs are not compliant with requirements for maintenance beyond that specified in FAR, Part 43, Appendix A(c). The Airport diagram in Appendix I provides a graphic representation of these locations and the level of activity permitted.

4. **Future Airport Development:** Areas for future development are depicted on the ALP. The Airport Manager has the authority to issue Requests for Information (RFI), Requests for Qualifications (RFQ), or Requests for Proposal (RFP) for development. Requirements for consideration of commercial and private development will be addressed in those documents.

5. **Land Lease:** Commercial Operators seeking a land use Lease may submit the request in writing, which will be reviewed by the AAC and City staff. The Airport Manager will make the final decision on whether the Lease is in the best interest of the City and the Airport.

6. **Special Event Area:** Special areas for events may be temporarily established from time to time. Events must be approved by the Airport Manager prior to the start date. No Aircraft or vehicle may use a Special Event Area unless an Operations Plan has been approved by the Airport Manager.

7. **Through the Fence Operators:** Through the Fence Operators are not allowed on the Airport.

SECTION 3. LIABLITY AND INSURANCE

Commercial Operators are required to obtain insurance, or bonds, or a combination of both, at contemporary limits required by the City. Commercial Operators must also agree to the City's contemporary liability and hold harmless requirements.

SECTION 4. APPLICATION OF THE MINIMUM STANDARDS

The Minimum Standards are adopted to provide the minimum threshold requirements for those Operators providing Commercial Services at the Airport. Although this document specifically addresses Commercial Operators, these standards apply to all Commercial and non-commercial Operators at the Airport.

1. **Multiple Services:** When a Commercial Operator conducts multiple activities pursuant to one Lease, license, Agreement or Permit, the Commercial Operator shall comply with the Minimum Standards established for each separate activity. If the Minimum Standards for one activity are inconsistent with the Minimum Standards for another activity, then the Minimum Standard that is more restrictive or imposes a higher standard shall apply.

2. **Activities Not Covered by Minimum Standards:** Activities with no specific minimum standard, as outlined by these Minimum Standards for Commercial Operations, will be reviewed and approved by the Airport Manager on a case-by-case basis in the Commercial Operator's Lease, license, Permit or Agreement.

3. **Waivers or Modifications:** The Airport Manager may waive or modify any portion of these Minimum Standards for the benefit of a governmental agency performing public services, fire protection or emergency response operations, or when it is determined that such a waiver is in the best interest of the Airport users and the public and will not result in degradation of safety or reduction in fair and equitable opportunity for commercial activities on the Airport.

SECTION 5. GENERAL MINIMUM STANDARDS - COMMERCIAL OPERATORS

Airports typically provide a variety of Commercial Services to be able to meet the needs of the flying public. This includes fuel, Aircraft and Avionics Maintenance and repair, and Flight Training as well as a variety of supporting activities such as pilot supplies sales. A Fixed Base Operator (FBO) is a single source provider of multiple services to the flying public. FBO services typically include Aircraft maintenance, fuel sales, and Flight Training. History has shown that it is in the best interests of the Airport to have at least one full service FBO.

5.1 Commercial Operators

A. Commercial Activities at the Airport shall be conducted to recognized industry standards and professional practices.

B. Commercial Operators should establish standardized business hours that are commensurate with their customer needs. Business hours, including holiday closures, must be recorded with the Airport Manager in advance. Fuel and maintenance service providers shall install a card-lock (self-fuel) or post phone numbers and be on-call 24 hours a day to provide after-hours emergency assistance. Mobile Service Providers and Mobile Maintenance Providers, by the nature of their business are not required to have standardized scheduled business hours on the Airport.

C. Depending on the services provided, Operators will be categorized as a particular type, which will also identify the level of service they are permitted to provide at the Airport.

D. The list below identifies a variety of services that can be provided, individually or in combination with each other, on Airport property. These services comply with FAA and State regulations, which require all Airport property be used for aviation purposes unless alternate uses are authorized by the FAA. The City operates the Airport in accordance with these assurances and regulations with preference given to aviation related uses. However, nothing contained in these standards shall be construed to prohibit the City from approving an application for non-aeronautical activities for any reason it deems sufficient. Non-aeronautical activities may be authorized by the Airport Manager, with concurrence of the FAA, only when space available on the Airport exceeds what is needed for aeronautical activities.

E. Approved services include:

1. **Aeronautical:** Aeronautical Operators are defined by the FAA as Fixed Base Operators, Specialized Aviation Services Operators, Independent Contractors, Mobile Service Providers, Mobile Maintenance Provider, and other aeronautical and non-aeronautical providers that may not fall under these categories. The City encourages additional complementary commercial aeronautical activities to expand the services provided.

a. **FBO and SASO Operator:** An FBO and SASO Operator are Commercial Operators engaged in the business of providing services to Aircraft users. An SASO Operator provides only a single "specialized" service or limited service, while an FBO provides multiple services. Other than the number of services provided, both the FBO and SASO Operator require the same applicable FAA certifications and licenses to perform services. Additionally, the Airport requires both FBOs and SASO Operators to meet the same minimum standards for the service they are providing.

It would be preferable that at least one FBO provide core services that are deemed necessary to serve the aviation community. Additional or secondary FBO's located on the Airport may include the same or different services. The core services are:

- Fuel sales;
- Airframe, Power Plant, and Avionics Maintenance and overhaul;
- Flight Training; and

- Pilot supplies and Aircraft parts retail sale.

SASO Operators shall provide singular services that enhance the overall operation of the Airport. The combined FBO and SASO services shall be complementary and provide an increased level of services to Airport Tenants and visitors.

b. **Independent Contractor:** An IC is a Commercial Operator who may perform work for a FBO or SASO Operator who is authorized to operate at the Airport. The IC is not required to duplicate the required minimum standards of the contracting FBO or SASO Operator. An SASO Operator may only hire Independent Contractors to perform the same specialized service that the SASO Operator is authorized to perform.

c. **Mobile Service Provider:** An MSP is a Commercial Operator who performs minor services not requiring an airman's certificate or license. This is typically Aircraft washing and detailing, or similar activities.

d. **Mobile Maintenance Provider:** An MMP is a Commercial Operator who performs Aircraft maintenance that requires an airman's certificate or license (Airframe & Power plant, etc.). These operators will temporarily rent commercial space to perform "on demand" Aircraft maintenance services. Additional guidance and approval process for this level of Commercial Activity may be obtained from the Airport Manager.

2. **Non Aeronautical:** A Non Aeronautical Operator provides services that are not aviation oriented, including but not limited to auto restoration shops, administrative offices and aviation medical offices.

Existing FBOs may be authorized to provide Non-Aeronautical Services on a case-by-case basis. The Airport Manager shall review any Non-Aeronautical Services and issue a letter of authorization, or for services that will be offered on a continuing basis, amend or add an addendum to the existing commercial Lease Agreement.

Commercial Operators desiring to place a new non-aeronautical Commercial Activity on the Airport shall forward a written request to the Airport Manager. The request shall demonstrate a benefit to the Airport, compatibility with Aircraft Operations, compliance with applicable code, licensing and insurance requirements, and the demographic the activity provides services for. The Airport Manager will review requests on a case-by-case basis and approve, forward for further review, or deny the activity.

5.2 Non-Commercial Operators

A. The following standards apply to non-commercial activities at the Airport and to ensure that non-Commercial Operators do not have unfair advantage over Commercial Operators.

B. All non-commercial corporate, non-profit and private Operators are required to comply with the following:

1. **Non-Commercial Activities:** Activities conducted at the Airport under this section must be of a completely non-commercial nature and for the sole purpose of operating, storing and maintaining a corporate, non-profit or Personal Aircraft for incidental use as a hobby or in the conduct of the owner's non-aviation related business. Commercial services under this section shall not be offered to the public on any basis.

2. **Sublets or Sub-Tenant:** Sublets shall be at fair market value, approved in writing by the Airport Manager, and the hangar owner shall have appropriate insurance for this activity.

3. **Maintenance:** Maintenance of owned or leased Aircraft may be provided by the Aircraft Owner or the owner's bona fide Employees, provided that all applicable FAA certification, licensing, and standards are complied with. Maintenance beyond FAR, Part 43, Appendix A(c)

may only be performed in locations specified as maintenance facilities identified in Appendix 1.

4. **Fuel Storage and Handling:** Operators of owned or leased Aircraft may be permitted to store fuel and perform Fueling operations for their Aircraft. Fueling operations shall be performed by the Aircraft Owner, Operator, or the owner's bona fide Employees and no others. The owner/ Tenant shall meet the same regulatory and safety requirements of a commercial fuel service provider and pay the contemporary flowage fee. Designation and approval of storage facilities and / or the construction thereof are predicated upon the availability of adequate land for these facilities and upon adherence to the Airport Layout Plan.

5.3 Flying Clubs

A. A Flying Club is a non-commercial, non-profit organization in which two or more members or associates own or lease Aircraft in common and/or in which the members have an ownership interest. Flying Clubs shall comply with the following standards:

- All Aircraft shall be owned or be exclusively leased by the Flying Club.
- Only club members may receive instruction in a club Aircraft.
- A club must maintain and provide a current membership list to the Airport Manager.
- Club Aircraft shall not be used by other than club members or for any type of commercial operations.

B. In the event the club fails to comply with these conditions, or permits any member to do so, the Airport Manager will notify the club in writing of such violations. If the club fails to correct the violation within 15 days, the club may be required to terminate all operations at the Airport.

5.4 Private Operators

A. Private Operators are individuals, corporations, or non-profit organizations that own/lease and use their Aircraft for Personal transportation, recreation or activities that are incidental to their hobbies or non-aeronautical business.

B. Maintenance beyond FAR, Part 43, Appendix A(c) may only be performed by private Operators in locations identified as maintenance facilities in Appendix 1. Private Operators wishing to conduct commercial activities are required to meet the commercial requirements specified elsewhere in this document.

5.5 Support Activities

A. Support Activities may include a variety of concessions in support of pilots, passengers, and other logistical concerns. These services may include Automobile Rental and Food Services, which are typically located outside of the AOA.

B. Requests to provide Support Activities not addressed below will be reviewed on a case-by-case basis and must meet all applicable standards.

1. **Automobile Rental:** An FBO may provide an automobile (or other vehicle) rental service. All automobile and other vehicle rental operations not provided by an FBO shall be considered a Support Activity with the same considerations as an SASO or IC. Additionally, automobile rental, if not operated by the FBO, shall be classified as a "concession" and the Operators must obtain the necessary licenses and permits required by the City. The rental Operator shall have control of dispatching and maintenance of the rental vehicles. Rental vehicles must be stored in the Operator's leased area or as designated by the Airport Manager.

2. **Food Services (Restaurant, Lounge or Food Cart):** The food service Operator shall have and maintain all City, county and state required business licenses and health permits.

    i. Restaurant and lounge Operators must furnish permanent facilities for serving the general public, which shall include separate rooms for:

- Dining Area
- Kitchen
- Restrooms

ii. Food Cart Operators must Lease land suitable to locate the Food Cart. Additional requirements include:

- Provide a suitable location for a dining patio
- Provide a protective awning, or tent over the dining patio
- Provide and maintain visually appealing trash receptacles for customer use
- Establish agreements for use of existing restrooms on the Airport or locate Personal sanitation stations and portable restrooms for customer and Employee use.

iii. All Food Service Operators shall maintain a visually appealing, clean and sanitary facility.

SECTION 6. SPECIFIC STANDARDS - COMMERCIAL AERONAUTICAL ACTIVITIES

Specific requirements for various aeronautic activities and services are provided below. Any activity not identified will be considered on a case-by-case basis and must meet all applicable standards.

A. **Aircraft Maintenance, Repair and Parts Sales:** An Airframe and Power Plant Maintenance Operator shall provide, at a minimum, services including: the repair, maintenance, inspection, constructing, and making of modifications and alterations to airframes, Aircraft engines, propellers and instruments, or the removal and installation of Aircraft engines for major overhaul. This category of service also includes the retail sale of Aircraft parts and accessories. An Airframe and Power Plant Maintenance Operator shall:

- Operate the service in a ventilated shop with Aircraft maintenance space of at least 3,600 square feet and the capability of accommodating at least three Aircraft for maintenance simultaneously.
- Employ and have on-duty a minimum of two mechanics; one (1) FAA-certified airframe and power plant mechanic and one (1) FAA-certified airframe and power plant mechanic with inspection authorization, and/ or conduct operations as a certified repair station pursuant to FAR Part 145.
- Keep premises open and services available during standard business hours, five (5) days a week.
- Provide for retail sales of equipment, supplies and parts required for General Aviation airframe and power plant inspection, maintenance and repair.
- Provide specialized maintenance and repair on historic Aircraft, including but not limited to fabric covering, wood airframe repair, and radial and inline engine maintenance.

B. **Avionics Maintenance and Sales:** An Avionics Maintenance Operator shall provide services including: the maintenance, repair, and installation of Aircraft avionics, radios, instruments, and accessories. This service includes the retail sale of new or used Aircraft avionics, radios, instruments, and accessories. An Avionics Maintenance Operator shall:

- Operate the service in a heated and ventilated shop space and Aircraft maintenance space capable of accommodating at least two Aircraft for Avionics Maintenance simultaneously.
- Employ and have on duty at least one trained and FAA-certified avionics technician and one on-call FAA-certified airframe and power plant mechanic with inspection authorization.
- Keep premises open and services available during appropriate business hours, five days a week.
- Hold the appropriate FAA repair station certificates for the types of equipment the Operator plans to service or install.

- Provide specialized maintenance and repair on historic navigation and communication radios and antenna systems, and mechanical, pneumatic and electrical flight instruments.

C. **Fuel Services:** The Fuel Service Commercial Operator must provide the sale of ASTM-rated brands of Aviation Fuels, lubricants, and other aviation petroleum products. In addition, the Fuel Service Operator shall provide, store, and dispense 1OOLL octane avgas, or the contemporary standard Aviation Fuel, and as market may support, provide Jet-A fuel. All equipment used for the storage or dispensing of petroleum products must meet all applicable federal, state, and local safety and environmental codes, regulations, and standards. A Fuel Services Operator shall:

- Ensure fuel is available 24 hours per day and seven days per week. This may require on-call staff or the installation of a self-service (card-reader or card-lock) system.

- Comply with all regulations including proper fuel spill prevention features and containment capabilities. In addition, the Operator shall provide a current copy of their fuel spill prevention, countermeasures, and control plan to the Airport Manager. Fuel inventories will be monitored in accordance with current Washington State DOE standards, and copies shall be provided to the Airport Manager when requested.

- Pay to the City a fuel flowage fee based on contemporary rates and actual volume dispensed.

- Provide filter-equipped fuel dispensers, if mobile dispensing services are provided, with separate dispensing pumps and meter systems for each grade of fuel. All metering devices must be inspected, checked and certified annually by appropriate local and state agencies. Specific training is required for all Employees prior to use of the mobile dispensing vehicle and system.

- Conduct the lawful, sanitary, and timely handling and disposal of all liquid and solid waste, regulated waste, and other materials including, but not limited to, sump fuel, used oil, solvents, and other regulated waste.

- Provide an appropriate supply of properly located type, size and operable fire extinguishers and other safety equipment in accordance with the Uniform Fire Code. All fire extinguisher certifications must be current.

D. **Flight and Maintenance Training:** A Flight Training Services Operator or flight school provides Aircraft ground and flight instruction necessary to complete the written examination and flight check for any category of pilot certificate or rating. An Aircraft Maintenance Training Services Operator or "A&P" school provides classroom and practical instruction necessary to complete the written examinations to obtain any category of Aircraft mechanic certificate or authorization.

1. A Flight Training Services Operator shall:

    - Employ and make available at least one or more FAA-certified Flight Instructor necessary to meet the Flight Training demand and schedule requirements.

    - Provide one or more owned or leased certified, airworthy, and properly equipped Aircraft to accomplish the services offered and meet the schedule requirements.

    - Provide a professional facility to conduct classroom training. The facility must, at minimum, provide heated classroom and flight planning areas, indoor restrooms, and a pilot lounge area.

2. An Aircraft Maintenance Training Services Operator shall:

    - Employ and make available at least one or more FAA-certified Airframe and Power Plant mechanics, with prior inspection authorization approval, necessary to meet the classroom and shop training demand and schedule requirements.

    - Provide Aircraft and or mockup training aids necessary for the educational program.

    - Provide a suitable facility to conduct training. The facility must, at a minimum, provide a heated classroom, appropriate styles of shop and hangar-like facilities, indoor restrooms, and lounge area.

E. **Aircraft Rental:** An Aircraft Leasing or Rental Services Operator provides General Aviation Aircraft for leasing or rental to the public. An Aircraft Rental Services Operator shall:

- Keep premises open and services available during appropriate business hours, seven days a week.
- Have available for rental a minimum of two owned or leased, certified, airworthy, and properly equipped Aircraft.
- Ensure that all renters are in compliance with all applicable federal, state, and local laws, rules, regulations and policies.

F. **Pilot Services and Concessions:** Each FBO / SASO Operator shall provide the following services and concessions inside their main building when applicable to their primary service.

- Customer service counter and public lobby area with indoor restrooms.
- Provide basic pilot and/ or mechanic supplies for retail sale.
- Flight planning work area with weather service and communication links (Wi-Fi, etc.).
- Public telephones.
- Local ground transportation contacts.

G. **Charter Operations:** A Charter Operator provides for-hire air transportation of Persons or property to the general public either on a scheduled or "on-demand" basis and is further defined by FAR Parts 119 and 135. A Charter Operator shall:

- Employ and make available at least one Person who holds a current FAA commercial pilot certificate and medical certificate with ratings appropriate for the Operator's Aircraft.
- Provide at least one properly airworthy and properly equipped Aircraft to accomplish the services offered.

- Have and display a current FAR Part 135 Certificate.

H. **Special Flying Service:** FBOs and SASO Operators providing special flying services such as agricultural spraying or seeding, sightseeing tours, aerial photography or surveying, power line or pipeline patrol, firefighting or fire patrol, air ambulance, airborne mineral exploration, banner towing, and other commercial flying services operated under FAR Part 91. A special flying service operator shall:

- Employ and make available at least one Person who holds a current FAA commercial pilot certificate and medical certificate with ratings appropriate for the Operator's Aircraft.

- Own or Lease at least one airworthy and properly equipped Aircraft.

- If Operator performs aerial agricultural applications or other services involving commercial use of chemicals, shall provide a centrally drained and paved area of not less than 10,000 square feet for Aircraft loading, washing and servicing. This area shall meet all current federal, state and local agency requirements. The agricultural Operator shall also provide for the safe storage, handling, and containment of materials and equipment.

I. **Aircraft Storage and Hangars:** An Aircraft Storage and Hangar Service Operator leases and rents hangars and/or multiple T-hangars, to Aircraft Owners or Operators for Aircraft Storage purposes. An Aircraft Storage and Hangar Service Operator shall:

- Post informational sign with hangar Operator contact name and phone numbers, hangar availability, and rental rates inside the FBO's terminal. A separate leased space is not required for this service.

- Rent hangars only for Aircraft Storage purposes. It is the responsibility of both the Operator and owner of each Based Aircraft stored within the Operator's hangar facilities to comply with the rules and regulations of the Airport.

- Maintain all hangar buildings, improved properties, ramps, aprons, and taxi lanes in good working condition and keep them visually presentable.

J. **Aircraft Sales:** Aircraft Brokers or Sales Operators providing new and/or used Aircraft Sales and Aircraft brokerage services shall:

- Employ and have on duty at least one qualified Aircraft salesperson.
- Not perform any maintenance or charter activities.

K. **Aircraft Restoration, Painting, and Refurbishing:** FBOs and SASO Operators providing any restoration, painting and refurbishing of Aircraft structures, engines, propellers, accessories, interiors, exteriors, and components shall:

- Employ and have on duty at least one qualified Person who has certificates appropriate for the work performed.
- Meet all requirements of the Uniform Fire Code.
- Meet all air, water, Hazardous Materials, and environment standards required by federal, state, and local laws, regulations, and policies.

L. **Additional Aeronautical Services:** Operators desiring to conduct other Commercial Aeronautical Activities and Services not covered above shall outline the proposed operation in a letter to the Airport Manager. The Airport Manager will review the proposal and identify if there are facilities or land available for the activity or service. Additionally, prior to commencing any Commercial Activity, the Operator shall

- Provide all of the information identified in the previous sections of this document that are appropriate for the services to be offered.
- Obtain all certifications necessary to legally perform the services.
- Provide satisfactory evidence of technical competency to conduct the proposed services.
- Obtain all appropriate business licenses, and insurance.

The Airport Manager will review requests on a case-by-case basis and approve, forward for further review, or deny the activity.

SECTION 7. COMPLAINTS

All complaints about any Commercial Operator or their Employees for violation of these Minimum Standards or Rules and Regulations shall be in writing and signed by the complainant and filed with the Airport Manager. The Airport Manager will investigate the complaint and provide feedback to the complainant.

SECTION 8. REVOCATION OF LEASE, LICENSE, PERMIT, OR AGREEMENT

The City retains the right to terminate any Lease, license, Permit or Agreement covering a commercial or non-commercial operation and to revoke a Lease on any land or facility upon the Airport for any cause or reason provided by these Rules and Regulations or Minimum Standards, or by the Lease, license, Permit or Agreement itself, or by law, or for any of the following causes:

- The Operator filing a petition of voluntary or involuntary bankruptcy with respect to the operation.
- The Operator making a general assignment for the benefit of creditors.
- The abandonment or discontinuance of any operation at the Airport by the Commercial Operator or failure to conduct such operation or activity which the lessee, licensee or permittee has agreed to provide under the terms of their contract. If this condition exists beyond a specified period contained in a Lease or rent Agreement without prior written consent of the City, it will constitute an abandonment of the land or facilities and the Lease or license shall become null and void.
- The failure of an Operator to pay promptly when due all rents, Charges, Fees, or other payments in accordance with the applicable Leases, licenses, or Permits.
- The failure of the Operator to remedy any default, breach or violation of the Airport Rules and Regulations by them or their Employees within 30 days after notice from the Airport Manager.

- Violation of any federal, state or local standards, Rules and Regulations, or failure to maintain current licenses required for its operation.

- Intentionally supplying the City with false or misleading information or misrepresenting any material fact on the application or documents, or in statements to or before the City; or intentional failure to make full disclosure on financial statement or other required documents.

Appendix 1 to
Minimum Standards to Commercial Operations

Appendix 1

Commercial Areas

Highlighted areas are eligible for Commercial Activity Approval

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:

$ 7,327,528.85 **this 1st day of November 2021.**

MAYOR

COUNCILMEMBER

Natasha Ramras

AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
October 19, 2021 - October 25, 2021	Accounts Payable Checks (see attached)	**$ 4,061,371.29**
October 19, 2021 - October 25, 2021	Hansen City Payments (see attached)	**$ 36,831.56**
October 19, 2021 - October 25, 2021	Visa Refunds (see attached)	**$ 2,979.00**
October 19, 2021 - October 25, 2021	Payroll Checks (see attached)	**$ 3,226,347.00**
TOTAL		**$ 7,327,528.85**

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Manual Wire	No Reference	10/8/2021	273.92	Keybank National Association	
Supplier Payment	Manual Wire	No Reference	10/18/2021	234,009.28	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	10/18/2021	989.90	VSP Vision Care Inc	
Supplier Payment	Manual Wire	No Reference	10/18/2021	14,841.70	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	10/20/2021	28,362.03	Gallagher Bassett Services Inc	
Supplier Payment	Manual Wire	No Reference	10/20/2021	79,170.10	Symetra Life Insurance Company	
Supplier Payment	Manual Wire	No Reference	10/20/2021	5,437.50	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	10/25/2021	235,601.57	Blue Cross Blue Shield of Oregon	
Procurement Card Payment	Manual Wire	No Reference	10/25/2021	641,045.75	CoV Procurement Card	
Supplier Payment	Manual Wire	No Reference	10/25/2021	29,572.88	Gallagher Bassett Services Inc	
Supplier Payment	Manual Wire	No Reference	10/25/2021	37.50	HRA VEBA Plan	
Supplier Payment	Manual Wire	No Reference	10/25/2021	5,314.95	ICMA 401A	
Supplier Payment	Manual Wire	No Reference	10/25/2021	227,096.77	ICMA Corp	
Supplier Payment	Manual Wire	No Reference	10/25/2021	245.00	Oregon SDU	
Supplier Payment	Manual Wire	No Reference	10/25/2021	49,656.09	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	10/25/2021	834.80	Vancouver Fire Command Officers	
Supplier Payment	Manual Wire	No Reference	10/25/2021	23,340.78	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	10/25/2021	18,305.90	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	10/25/2021	5,791.63	Washington SDU	
Supplier Payment	Manual Wire	No Reference	10/25/2021	18,000.00	Washington State Firefighters	
Supplier Payment	Manual Wire	No Reference	10/25/2021	18,586.79	Western States Health & Welfare Trust	
Expense Payment	Direct Deposit	EFT-00120310	10/21/2021	165.84	Jim Bullinger	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00120311	10/21/2021	30.00	Jason Ingram	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00120312	10/21/2021	48.00	Rey Reynolds	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00120313	10/21/2021	516.84	Robin Brown	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00120314	10/21/2021	239.90	Robb Milano	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00120315	10/21/2021	157.50	Julie Patterson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00120316	10/21/2021	368.75	Katherine Nye	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00120317	10/21/2021	499.39	Nathan Prigmore	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00120318	10/21/2021	258.49	LeMont Lucas	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00120319	10/21/2021	102.00	James Stockton	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00120320	10/21/2021	217.00	Margaret Leedom	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00120321	10/21/2021	122.64	John Renner	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00120322	10/21/2021	2,086.98	Marc Patchin	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00120323	10/21/2021	100.00	Zach Jochim	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00120324	10/21/2021	220.50	Tyler Dillmon	Employee Reimbursement

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Expense Payment	Direct Deposit	EFT-00120325	10/21/2021	261.35	Jon Bartholf	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00120326	10/21/2021	202.56	Spencer Stone	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00120327	10/21/2021	220.50	Thomas Schell	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00120328	10/21/2021	118.50	Troy Rawlins	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00120329	10/21/2021	102.00	Leland Brown	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00120330	10/21/2021	174.00	Ryan Lopossa	Employee Reimbursement
Supplier Payment	EFT	EFT-00120331	10/21/2021	1,170.00	Accenture LLP	
Supplier Payment	EFT	EFT-00120332	10/21/2021	15,123.88	Otak Inc	
Supplier Payment	EFT	EFT-00120333	10/21/2021	12,500.00	Vancouver Downtown Association	
Supplier Payment	EFT	EFT-00120334	10/21/2021	1,446.90	GeoDesign Inc	
Supplier Payment	EFT	EFT-00120335	10/21/2021	2,035.80	State of Washington Auditor's Office	
Supplier Payment	EFT	EFT-00120336	10/21/2021	2,234.39	HDR Engineering Inc	
Supplier Payment	EFT	EFT-00120337	10/21/2021	120,739.19	Operations Management International Inc	
Supplier Payment	EFT	EFT-00120338	10/21/2021	1,359.00	Rapid Response Bio Clean	
Supplier Payment	EFT	EFT-00120339	10/21/2021	1,350.00	PDH Creative	
Supplier Payment	EFT	EFT-00120340	10/21/2021	3,323.20	Eagle Newspaper Inc	
Supplier Payment	EFT	EFT-00120341	10/21/2021	194.60	Net Transcripts Inc	
Supplier Payment	EFT	EFT-00120342	10/21/2021	788.50	Miller Mendel Inc	
Supplier Payment	EFT	EFT-00120343	10/21/2021	16,502.85	Consolidated Electrical Distribution	
Supplier Payment	EFT	EFT-00120344	10/21/2021	320.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00120345	10/21/2021	142.02	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00122085	10/25/2021	68.12	Legal Shield	
Supplier Payment	EFT	EFT-00122086	10/25/2021	917.40	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00122087	10/25/2021	14,467.60	Allegiance Benefit Plan Management Inc	
Supplier Payment	EFT	EFT-00122088	10/25/2021	10,743.79	Vancouver Police Officer Guild	
Supplier Payment	Check	25887	10/20/2021	4,999.84	Willis Towers Watson Insurance Services West inc	
Ad Hoc Payment	Check	25888	10/20/2021	37.17	Alaoui,Ben H	Utility Refunds: 0073003290-02
Ad Hoc Payment	Check	25889	10/20/2021	786.84	Antoinette Vitacco	Permit Refund: Consolidated refund created from multiple MPE permit refunds
Ad Hoc Payment	Check	25890	10/20/2021	90.00	A Wireless	Refund: alarm billing account T-3986 inv 99455197
Ad Hoc Payment	Check	25891	10/20/2021	151.46	Barros,Eyra	Utility Refunds: 0500003520-02
Ad Hoc Payment	Check	25892	10/20/2021	16.31	Blake Russell	Refund: paid permit COV11096
Ad Hoc Payment	Check	25893	10/20/2021	57.88	Bloom,Lyndsey R	Utility Refunds: 0085036242-08
Ad Hoc Payment	Check	25894	10/20/2021	400.00	Boyer,Robert and Jennie	Utility Refunds: 0139246600-02
Ad Hoc Payment	Check	25895	10/20/2021	60.51	Bullseye Electric	MPE-308366
Ad Hoc Payment	Check	25896	10/20/2021	79.09	Camp,Chelsey R	Utility Refunds: 0051057600-09
Ad Hoc Payment	Check	25897	10/20/2021	90.00	Cascade Grounds	Refund: Bus Lic Fees COVID 19 surch ref prog
Ad Hoc Payment	Check	25898	10/20/2021	100.00	Cascade Highlands Neighborhood Association	2021 Resource Conservation Challenge
Ad Hoc Payment	Check	25899	10/20/2021	252.07	Chace,Ciarra and Nathaniel	Utility Refunds: 0000002589-06 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	25900	10/20/2021	149.81	Chapnin,Anne	Utility Refunds: 0000002661-05
Ad Hoc Payment	Check	25901	10/20/2021	134.57	Collins,Shawn and Karri	Utility Refunds: 0065025133-13
Ad Hoc Payment	Check	25902	10/20/2021	159.51	Cosco Fire Protection	FRI-303533
Ad Hoc Payment	Check	25903	10/20/2021	210.00	Danielson,David and Rowena	Utility Refunds: 0056077045-03
Ad Hoc Payment	Check	25904	10/20/2021	20.00	Darrell McNell	Refund: Alarm Billing acct 50310 inv 99447315
Ad Hoc Payment	Check	25905	10/20/2021	350.00	David Hall	Claim Payment - DOL: 06/19/21 - Risk

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

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Ad Hoc Payment	Check	25906	10/20/2021	1,000.00	Davis Shows NW Inc	Refund: Carnival Deposit refundable deposit
Ad Hoc Payment	Check	25907	10/20/2021	33.35	Diodati,Nicola and Mary	Utility Refunds: 0000008214-02
Ad Hoc Payment	Check	25908	10/20/2021	180.24	Donner,Jennifer M and Christopher	Utility Refunds: 0070088710-03
Ad Hoc Payment	Check	25909	10/20/2021	109.24	Eric Kainz and Stuart Ladd	Utility Refunds: 0112018024-07
Ad Hoc Payment	Check	25910	10/20/2021	94.42	Erickson,Jon W	Utility Refunds: 0072000778-06
Ad Hoc Payment	Check	25911	10/20/2021	90.00	Fleur Chocolatte & Wine LLP	Refund: Bus Lic Fees COVID-19 Surch Ref Prog
Ad Hoc Payment	Check	25912	10/20/2021	100.00	Forest Ridge Neighborhood Association	Resource Conservation Challenge Grant
Ad Hoc Payment	Check	25913	10/20/2021	153.74	Fuller,Nathan	Utility Refunds: 0126006520-04
Ad Hoc Payment	Check	25914	10/20/2021	290.00	Gary Seeman	Refund Bus Lic Fees - moved outside city
Ad Hoc Payment	Check	25915	10/20/2021	161.23	Gonzales Lorraine G Trustees	RES-305635
Ad Hoc Payment	Check	25916	10/20/2021	116.64	Hall,Kelly and Laural	Utility Refunds: 0079082000-11
Ad Hoc Payment	Check	25917	10/20/2021	8,035.00	Heritage Plaza LLC	WTR-286266 - ENG2007-0093
Ad Hoc Payment	Check	25918	10/20/2021	2,249.05	Heritage Plaza LLC	SWR-286267 - ENG2007-0093
Ad Hoc Payment	Check	25919	10/20/2021	720.00	HR Investment Property LLC	WTR-286266
Ad Hoc Payment	Check	25920	10/20/2021	63.61	Hurley,Marilynn	Utility Refunds: 0063001208-08
Ad Hoc Payment	Check	25921	10/20/2021	39.68	Jalan,Kimberlee and Umesh	Utility Refunds: 0010037000-05
Ad Hoc Payment	Check	25922	10/20/2021	278.48	James Wickwire	CMI-308275
Ad Hoc Payment	Check	25923	10/20/2021	84.13	Kaivalya Young and Delane Vaughan	Utility Refunds: 0000009376-02
Ad Hoc Payment	Check	25924	10/20/2021	20.00	Kenneth/Nicole Woodrich	Refund: Alarm Billing acct 20922 inv 99453933
Ad Hoc Payment	Check	25925	10/20/2021	133.71	Kieffer,Issac E	Utility Refunds: 0093002200-09
Ad Hoc Payment	Check	25926	10/20/2021	119.79	Kim,Michael	Utility Refunds: 0147000006-02
Ad Hoc Payment	Check	25927	10/20/2021	46.81	Layne,Carney and Robin	Utility Refunds: 0023078100-04
Ad Hoc Payment	Check	25928	10/20/2021	306.00	Michael Subocz	Membership Refund
Ad Hoc Payment	Check	25929	10/20/2021	200.00	Michael Wallace	Refund: COV05282 parking permit
Ad Hoc Payment	Check	25930	10/20/2021	200.00	Miriam Kim	Refund: COV08127 parking permit Lot18 P3
Ad Hoc Payment	Check	25931	10/20/2021	65.14	Mitchell,Lamont D	Utility Refunds: 0157021300-05
Ad Hoc Payment	Check	25932	10/20/2021	300.00	MY FAMILY GUIDE	VOUCHER 2008602.030
Ad Hoc Payment	Check	25933	10/20/2021	109.51	My Labs Direct LLC	Refund: COV11023 permit refund
Ad Hoc Payment	Check	25934	10/20/2021	53.00	Norris & Stevens	Refund: CIVICGOV inv 77035574 cust 131386
Ad Hoc Payment	Check	25935	10/20/2021	57.48	Ohm,John	Utility Refunds: 0101000066-06
Ad Hoc Payment	Check	25936	10/20/2021	895.00	Oleg & Nadezhda Volchenko	Refund: Cemetery Park Hill
Ad Hoc Payment	Check	25937	10/20/2021	20.00	Peter Boag/Brent Owens	Refund: Alarm Billing acct 16547 inv 99446723
Ad Hoc Payment	Check	25938	10/20/2021	25.00	Professional Credit Service	Refund: pymt receipted after trans of coll agency 7202704160 Jennifer Mezgar
Ad Hoc Payment	Check	25939	10/20/2021	177.53	Richanne Hiatt and John Trudicks	Utility Refunds: 0126001200-01
Ad Hoc Payment	Check	25940	10/20/2021	361.29	Richard J Carpenter	Refund: permit COV10434
Ad Hoc Payment	Check	25941	10/20/2021	445.80	Richardson,Jonie	Utility Refunds: 0021062600-02
Ad Hoc Payment	Check	25942	10/20/2021	25.00	Ronald Richter	Refund: ovrpaymt citation 7202907489
Ad Hoc Payment	Check	25943	10/20/2021	30.00	Suds CIty Laundromat	Refund: alarm billing acct 51120 inv 99454490
Ad Hoc Payment	Check	25944	10/20/2021	1.34	Sutko Gojak and Damir Mujcic	Utility Refunds: 0074024000-04
Ad Hoc Payment	Check	25945	10/20/2021	188.51	Taylor Morris	Replace Payroll Check 1504 dated 08/23/19
Ad Hoc Payment	Check	25946	10/20/2021	114.51	Ted Agudo and Rosa Tuia	Utility Refunds: 0113008954-03
Ad Hoc Payment	Check	25947	10/20/2021	51.00	Touchmark At Fairway Village	Refund: CIVICGOV inv 77035323 Cust 719947
Ad Hoc Payment	Check	25948	10/20/2021	556.00	Walmart	Refund: CIVICGOV inv 77033665 cust 442248
Supplier Payment	Check	25949	10/20/2021	5,235.13	3 Kings Environmental Inc	
Supplier Payment	Check	25950	10/20/2021	14,838.47	Action Technology Systems	
Supplier Payment	Check	25951	10/20/2021	42.30	Airgas, Inc	
Supplier Payment	Check	25952	10/20/2021	21,839.55	Allegiance Benefit Plan Management Inc	
Supplier Payment	Check	25953	10/20/2021	130.20	American Sani-Can	
Supplier Payment	Check	25954	10/20/2021	89.00	American Water Works	

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

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Check	25955	10/20/2021	1,000.00	Anderson Bioscience, LLC	
Supplier Payment	Check	25956	10/20/2021	2,925.00	Andy Barnett, MD, LLC	
Supplier Payment	Check	25957	10/20/2021	144.64	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	25958	10/20/2021	297.84	Archaeological Services LLC	
Supplier Payment	Check	25959	10/20/2021	2,535.30	Bacon Collision	
Supplier Payment	Check	25960	10/20/2021	7,991.03	Bloomberg Finance LP - Remit-To: Bloomberg - Boston	
Supplier Payment	Check	25961	10/20/2021	32.99	Bound Tree Medical LLC	
Supplier Payment	Check	25962	10/20/2021	28,912.25	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	Check	25963	10/20/2021	18,992.50	Cascadia Consulting Group Inc	
Supplier Payment	Check	25964	10/20/2021	42.12	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	25965	10/20/2021	22,186.76	Century West Engineering Corp	
Supplier Payment	Check	25966	10/20/2021	646.96	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	25967	10/20/2021	186,459.59	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	25968	10/20/2021	1,562.56	Clark Public Utility District No. 1	
Supplier Payment	Check	25969	10/20/2021	5,724.27	Clean Harbors Environmental Services Inc	
Supplier Payment	Check	25970	10/20/2021	3,666.84	Columbia Resource Company	
Supplier Payment	Check	25971	10/20/2021	14,335.50	Comcast Holdings Corporation	
Supplier Payment	Check	25972	10/20/2021	188.29	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	25973	10/20/2021	114.92	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	25974	10/20/2021	109.92	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	25975	10/20/2021	109.92	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	25976	10/20/2021	333.25	Courier Northwest	
Supplier Payment	Check	25977	10/20/2021	17,213.70	Del Sol Inc	
Supplier Payment	Check	25978	10/20/2021	114.10	Department of Labor & Industries / Elevator Section	
Supplier Payment	Check	25979	10/20/2021	18,531.08	Emphasys Computer Solutions Inc.	
Supplier Payment	Check	25980	10/20/2021	750.00	EMS Technology Solutions LLC	
Supplier Payment	Check	25981	10/20/2021	1,794.13	EnviroIssues Inc	
Supplier Payment	Check	25982	10/20/2021	20,857.66	Epic Land Solutions, Inc.	
Supplier Payment	Check	25983	10/20/2021	275.00	ERF Company Inc	
Supplier Payment	Check	25984	10/20/2021	2,521.66	Eric Thomas Lanciault	
Supplier Payment	Check	25985	10/20/2021	1,164.02	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	25986	10/20/2021	210.84	Fidelity National Title Co of Washington	
Supplier Payment	Check	25987	10/20/2021	375.00	Flowing Solutions LLC	
Supplier Payment	Check	25988	10/20/2021	149,326.88	Gordon Truck Centers	
Supplier Payment	Check	25989	10/20/2021	120.00	H&H Wood Recyclers	
Supplier Payment	Check	25990	10/20/2021	6,249.99	Hispanic Metropolitan Chamber	
Supplier Payment	Check	25991	10/20/2021	15.14	J-2 Blueprint Supply Co.	
Supplier Payment	Check	25992	10/20/2021	12,226.29	Janus Youth Programs Inc	
Supplier Payment	Check	25993	10/20/2021	97,345.58	Jeffrey Barrar PS	
Supplier Payment	Check	25994	10/20/2021	16,083.75	Keller Associates Inc	
Supplier Payment	Check	25995	10/20/2021	1,900.00	Kennedy Jenks Consultants - Remit-To: Kennedy Jenks Consulting	

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Check	25996	10/20/2021	8,388.55	Kittelson & Associates Inc	
Supplier Payment	Check	25997	10/20/2021	3,329.86	Leupold & Stevens Inc	
Supplier Payment	Check	25998	10/20/2021	11,232.70	Mackenzie Engineering Inc	
Supplier Payment	Check	25999	10/20/2021	3,386.79	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	26000	10/20/2021	5,206.00	Murray Smith Inc	
Supplier Payment	Check	26001	10/20/2021	4,400.00	Norris, Beggs & Simpson Companies LLC	
Supplier Payment	Check	26002	10/20/2021	7,279.15	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	26003	10/20/2021	18,493.16	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	26004	10/20/2021	14,861.18	Parametrix, Inc	
Supplier Payment	Check	26005	10/20/2021	9,332.36	Physio-Control Inc - Remit-To: Stryker Medical	
Supplier Payment	Check	26006	10/20/2021	653.30	Porter W Yett Company	
Supplier Payment	Check	26007	10/20/2021	19,344.80	PPC Solutions Inc	
Supplier Payment	Check	26008	10/20/2021	818.80	Quadient, Inc - Remit-To: Neopost USA Inc	
Supplier Payment	Check	26009	10/20/2021	6,281.84	Qwest Corp - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	26010	10/20/2021	3,385.00	S&B Inc	
Supplier Payment	Check	26011	10/20/2021	197.13	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	26012	10/20/2021	2,500.00	Sonic Boom Wellness LLC	
Supplier Payment	Check	26013	10/20/2021	50,215.00	Southwest Washington Humane Society	
Supplier Payment	Check	26014	10/20/2021	299.46	Speed's Towing of Vancouver	
Supplier Payment	Check	26015	10/20/2021	5,400.00	Standridge Design Inc	
Supplier Payment	Check	26016	10/20/2021	31.08	Stericycle Inc	
Supplier Payment	Check	26017	10/20/2021	8,159.69	Tierra Right of Way Services LTD	
Supplier Payment	Check	26018	10/20/2021	2,700.00	Tina L. Honeycutt	
Supplier Payment	Check	26019	10/20/2021	1,419.19	Towing & Recovering Services Inc	
Supplier Payment	Check	26020	10/20/2021	6,250.00	Trauma Intervention Programs	
Supplier Payment	Check	26021	10/20/2021	300.00	Triangle Resources Inc	
Supplier Payment	Check	26022	10/20/2021	1,383.39	Triple J Enterprises	
Supplier Payment	Check	26023	10/20/2021	55.17	United Parcel Service	
Supplier Payment	Check	26024	10/20/2021	1,473.35	United States Department of Agriculture - Remit-To: USDA APHIS - St Louis	
Supplier Payment	Check	26025	10/20/2021	500.00	United States Postal Service - Remit-To: United States Postal Service Caples	
Supplier Payment	Check	26026	10/20/2021	1,962.60	US Bank - Remit-To: US Bank - St Paul	
Supplier Payment	Check	26027	10/20/2021	6,689.47	Walter E Nelson Company	
Supplier Payment	Check	26028	10/20/2021	4,097.74	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	26029	10/20/2021	1,262.24	Waste Management - Remit-To: Waste Management Los Angeles	
Supplier Payment	Check	26030	10/20/2021	1,388.50	Wesco Distribution, Inc.	
Supplier Payment	Check	26031	10/20/2021	322.51	Western Equipment Distributors - Remit-To: Western Equipment - Los Angeles	
Supplier Payment	Check	26032	10/20/2021	12,837.07	Western Water Works Supply Co Inc	
Supplier Payment	Check	26033	10/20/2021	1,075,845.17	Willis Towers Watson Insurance Services West inc	
Supplier Payment	Check	26034	10/20/2021	7,639.85	WSP USA Inc. - Remit-To: WSP USA Inc. Dallas	
Supplier Payment	Check	26035	10/20/2021	1,382.38	WW Grainger Inc	
Supplier Payment	Check	26036	10/20/2021	85.08	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	

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

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Check	26037	10/20/2021	2,282.68	Zayo Group Holding Inc - Remit-To: Zayo Group Holding Inc	
Supplier Payment	Check	26038	10/20/2021	40.73	Ziply Fiber	
Supplier Payment	Check	26039	10/20/2021	10.00	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	26040	10/20/2021	34,363.49	Life Insurance Company of North America	
Customer Refund	Check	26041	10/20/2021	2,204.11	MICHAEL PERMIN	Refund for overpayment
Ad Hoc Payment	Check	26042	10/20/2021	13,076.27	The Waterfront Vancouver Association	Refund: issuing new check due to pay in error
Supplier Payment	Check	26043	10/22/2021	57,472.00	Angelo Property Co., LP	
Supplier Payment	Check	26044	10/22/2021	942.33	Broadway Investors LLC	
Supplier Payment	Check	26045	10/22/2021	9,863.45	Brown & Wilson Partnership LLC	
Supplier Payment	Check	26046	10/22/2021	8,935.28	Esther Short Commons LLP	
Supplier Payment	Check	26047	10/22/2021	600.00	Nagra & Atwal Corporation	
Supplier Payment	Check	26048	10/22/2021	4,417.72	National Park Service - Remit-To: National Park Service - Pearson Lease	
Supplier Payment	Check	26049	10/25/2021	7,976.13	Aflac	
Supplier Payment	Check	26050	10/25/2021	4,904.48	AFSCME Local #307	
Supplier Payment	Check	26051	10/25/2021	22,452.76	IAFF Local #452	
Supplier Payment	Check	26052	10/25/2021	712.50	IAM Local #1374	
Supplier Payment	Check	26053	10/25/2021	8,186.65	Life Insurance Company of North America	
Supplier Payment	Check	26054	10/25/2021	475.00	MFS Service Center Inc	
Supplier Payment	Check	26055	10/25/2021	175.00	OPEIU Local #11	
Supplier Payment	Check	26056	10/25/2021	4,141.29	OPEIU Local #11	
Supplier Payment	Check	26057	10/25/2021	608.00	Teamsters Local #58	
Supplier Payment	Check	26058	10/25/2021	297.50	UA Local #290	
Supplier Payment	Check	26059	10/25/2021	3,018.56	Western Conference of Teamsters	
Supplier Payment	Check	26060	10/25/2021	1,262.77	Western Metal Industry Pension Plan	
			SUBTOTAL	**4,061,371.29**		
Hansen			10/25/2021	36,831.56	City Payments	Posted 10-18-21 thru 10-24-21
			SUBTOTAL	**36,831.56**		
Visa			10/25/2021	1,058.00	Miscellaneous	Parks Class Refunds - FCC 10-18-21 thru 10-24-21
Visa			10/25/2021	1,921.00	Miscellaneous	Parks Class Refunds - MCC 10-18-21 thru 10-24-21
Visa			10/25/2021	-	Miscellaneous	Parks Class Refunds - Special Events 10-18-21 thru 10-24-21
Visa			10/25/2021	-	Miscellaneous	Parks Class Refunds - WREC 10-18-21 thru 10-24-21
			SUBTOTAL	**2,979.00**		
			TOTAL	**4,101,181.85**		

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

City of Vancouver
Payroll Council Report
October 19, 2021 - October 25, 2021

Check No.	Date	Explanation	Amount
3433-3453	10/25/21	20 2021 Payroll	$19,151.29
120359-122084	10/25/21	20 2021 Direct Deposits	$3,207,195.71

$ 3,226,347.00

Multifamily Tax Exemption Amendment Request

Waterfront Block 20

City Council Public Hearing
November 1, 2021

Patrick Quinton
Economic Development Director,
Economic Prosperity and Housing Department

CITY OF Vancouver WASHINGTON

Presentation Overview

- Initial Agreement Details
- Agreement Amendment Details
- Public Amenity: New Playground at Esther Short Park
- Process and Next Steps

Project Overview- Block 20

- Initial agreement in December 2019
- 8-year exemption / Public Benefit
- 7 story residential development
- 246,700 sq. ft.
- 248 units (studios, 1-BD, 2-BD)
- 257 on-site parking spaces
- $60 million est. development cost

Block 20 Agreement Amendment

- Amendment related to timing of public improvement completion prior to occupancy.
- Developer was to provide up to $500,000 for Esther Short playground equipment replacement as the public benefit prior to building occupancy.
- City staff was to provide the park construction drawings / specifications.
- Due to COVID City staff was unable to provide the needed master plan and construction drawings / specifications in time for the applicant to meet the occupancy date.
- City staff will now provide the park design documents by December 2022.
- Developer has agreed to complete requirement by the end of December 2023.
- City will allow the tax exemption to proceed prior to completion of the public benefit improvements.

Initial Tax Summary- December 2019

	Total – all taxing districts	City of Vancouver
Current property taxes (after subdividing)	$29,672	$6,343
Net Present value of future tax revenue** (20 year)	$9,953,000	$2,646,000
Value of "Public Benefit"		$500,000
Subtotal	$9,953,000	$3,146,000
Net present value of "foregone" tax revenue (8 years)	($2,778,000)	($862,000)
NET PRESENT 20 YEAR BENEFIT	$7,175,000	$2,284,000

(Applies to residential improvements only)

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

Public Benefit- Esther Short Park Dec 2019

- Esther Short is the closest public park to Block 20 in need of attention
- Esther Short playground was built in 2000
- The playground is showing wear from age and heavy use; surfacing is beyond its useful life
- Master planning will include phased improvements for a new accessible playground and future loo-style restrooms
- Waterfront Park improvements are currently fully funded

Public Benefit- Esther Short Park Dec 2019

- City will partner with the non-profit Harper's Playground, to ensure the new playground is an all-inclusive play space for people with all abilities.

CITY OF Vancouver WASHINGTON

Questions

Patrick Quinton-

Economic Development Director (360) 487-7845

Dave Perlick-

Interim Director, Parks and Recreation Department (360) 487-8309

Item #7.

Staff Report 165-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 11/1/2021

SUBJECT Block 20 MFTE Development Block Agreement Amendment

Key Points

- On April 15, 2019, City Council approved an MFTE agreement with the developers of the waterfront Block 20 development that included the construction of playground and restroom improvements at Esther Short Park (up to $500,000) as the public benefit.
- Due to the pandemic, City staff was not able to provide the construction plan specifications for the applicant as agreed on by September 1, 2020.
- City staff and the Applicant agreed that it is appropriate to extend the date of the future improvements to Esther Short Park to December 2023 provided the plans and specifications are provided by the City before December 2022.

Strategic Plan Alignment

Goal 4: Ensure that Vancouver's parks and trails system is the highest quality and most complete in the region.

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

Present Situation

City Council approved a multifamily tax exemption (MFTE) for the waterfront Block 20 development on April 15, 2019. The MFTE agreement included a provision that as a public benefit, the construction of playground equipment and restrooms at Esther Short Park (up to $500,000) would be completed. The initial date of completion (September 2021) was based on the City providing the construction specification prior to September 1, 2020. The date was negotiated on to coincide with the building construction.

Due to COVID-19, the process to finalize design of the new playground is taking longer than expected. This includes development of a masterplan and associated public outreach to provide a unique all-inclusive playground. The City is currently working with AKS Engineering and Forestry, LLC to complete the design. provide permit documents, construction drawings and specifications needed by the applicant for construction. City staff continues to be interested in the Applicant constructing the upgrades at Esther Short Park. The Applicant has agreed to meet this requirement by December 2023, provided that the City provide the needed documents and information by December 2022. The documents to be furnished by the City include: permits, construction drawings and specifications for the all-inclusive playground and as money allows, additional support in replacement of the restroom with future Portland Loos.

Advantage(s)

1. Applicant is able to move forward with receiving the Final MFTE certificate.
2. Allows Parks staff adequate time to provide required construction plans.
3. Provides a larger and more inclusive playground at Esther Short Park.

Disadvantage(s)

None

Budget Impact

None.

Prior Council Review

- MFTE Council workshop March 25, 2019
- MFTE development agreement hearing April 15, 2019

Action Requested

On Monday, November 1, 2021, following a public hearing, adopt a resolution approving the amended Development Agreement providing for an extension of the timelines needed to complete the playground improvements to Esther Short Park.

Patrick Quinton, Economic Development Director, 360-487-7845; Peggy Sheehan, Community Development Programs Manager, 360-487-7952

ATTACHMENTS:

- Resolution with 1st Amended Development Agreement

11/1/2021

RESOLUTION NO. M-_____

A RESOLUTION of the City Council of the City of Vancouver approving an amended development agreement with TC WATERFRONT, LLC, a Delaware limited liability company, CG WATERFRONT, LLC, a Delaware limited liability company, and JSP WATERFRONT, LLC, a Delaware limited liability company (hereinafter collectively referred to as the "Applicant"), for an 8 year property tax exemption with public improvements for the abutting property located at 1111 W. Columbia Way (Exhibit 1) in Vancouver, Washington.

WHEREAS, the City and the Applicant entered into a multifamily tax exemption agreement on December 12, 2019, in which the Applicant agreed, in addition to creating 248 multifamily units, to construct certain playground and restroom improvements in Esther Short Park, provided that the City transmit park playground and restroom design plans to the Applicant by September 1, 2020; and

WHEREAS, City staff was unable to meet the park and restroom design deadline of September 1, 2020; and

WHEREAS, the City and the Applicant desire to amend the date by which the City will transmit the park playground and restroom design plans to the Applicant, to December 31, 2022; and

WHEREAS, under these unique circumstances, the City is willing to issue a final certificate of tax exemption to the Applicant prior to completion of the public benefit construction (the playground and restroom improvements), even though it differs from the City's general practice, given that the Applicant is nearing completion of the multifamily unit building construction and expects to apply for building occupancy permits well in advance of the City providing the park playground and restroom design plans to the Applicant; and

WHEREAS, the City and Applicant desire to amend the date by which the Applicant will complete construction of the park playground and restroom improvements, to December 31, 2023, and the City has determined that the improvements to the Property including those outlined in the Agreement (Exhibit 2) will, if completed, satisfy the requirements for a Final Certificate of Tax Exemption.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The 1st amended agreement attached hereto as Exhibit 2 between the Applicant and the City of Vancouver, a Washington Municipal Corporation, is approved.

Section 2. The City Manager of the City of Vancouver or assigned designee is authorized to execute the Agreement attached hereto as Exhibit 2.

ADOPTED at a regular session of the Vancouver City Council this 1st day of November, 2021.

____

Anne McEnerny-Ogle, Mayor

Attest:

____
Natasha Ramras, City Clerk

Approved as to form:

____
Jonathan Young, City Attorney

Resolution
Exhibit 1

Proposed Block 20
Legal Description

Being a portion of that tract of land described in Auditor's File Number 5248883, Clark County Deed Records, located in the Southwest Quarter of Section 27, Township 2 North, Range 1 East, Willamette Meridian, City of Vancouver, Clark County, Washington, being more particularly described as follows:

BEGINNING AT the Northwest corner of Block 18 of the Plat "Vancouver Waterfront" as recorded in Book 311, Page 865, Clark County Plat Records;

Thence South 02°18'53" West, along the Westerly line of said Block 18, for a distance of 147.90 feet to an angle point;

Thence South 24°46'10' West, continuing along said Westerly line, for a distance of 68.13 feet to the Southwest corner of said Block 18 and the beginning of a 579.50 foot radius non-tangent curve to the left,

Thence along the North line of Revised Tideland Tract 17 as conveyed to the City of Vancouver in Auditor's File Number 5208751, Clark County Deed Records and the arc of said 579.50 foot curve to the left, through a central angle of 23"36'22' (the chord of which bears North 77°01'13' West, 237.07') for a distance of 238.76 feet to a point of non-tangency

Thence North 02°18'53" East, continuing along said North line, for a distance of 138.60 feet to the beginning of a 57.00 foot radius non-tangent curve to the left;

Thence leaving said North line along the arc of said 57.00 foot curve to the left, through a central angle of 43°28'29" (the chord of which bears North 50°02'11" East, 42.22') for a distance of 43.25 feet to a point on the projected Westerly extension of the Southerly right-of-way line of Columbia Way and a point of non-tangency.

Thence South 87°41'07" East, for a distance of 195.76 feet to the Westerly line of said Plat "Vancouver Waterfront", being a point on the Southerly right-of-way line of Columbia Way;

Thence continuing South 87°41'07" East, along said Southerly right-of-way line, for a distance of 32.00 feet to the **TRUE POINT OF BEGINNING**;

Contains in all 46,178 square feet or 1.060 acres, more or less.

See Exhibit Map attached hereto.

Together with and/or subject to easements of record as applicable

RESOLUTION - 4

Resolution
Exhibit 2

1ST AMENDED DEVELOPMENT AGREEMENT
for
MULTI-FAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION

THIS 1st AMENDED AGREEMENT is entered into this ___ day of __________, 2021, by and between TC WATERFRONT, LLC, a Delaware limited liability company, CG WATERFRONT, LLC, a Delaware limited liability company, and JSP WATERFRONT, LLC, a Delaware limited liability company (hereinafter collectively referred to as the "Applicant"), and the CITY OF VANCOUVER, a Washington Charter City of the First Class (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, for the property located at 1111 W Columbia Way, (Exhibit A), the City and the Applicant entered into a multifamily tax exemption agreement, dated December 12, 2019, and recorded with the County Auditor as Document No. 5696764, in which the Applicant agreed, in addition to creating 248 multifamily units, to construct new playground improvements in Esther Short Park, not to exceed $500,000.00 in cost to the Applicant, provided that the City transmit park playground design plans to the Applicant by September 1, 2020; and

WHEREAS, City staff was unable to meet the park design deadline of September 1, 2020; and

WHEREAS, the City and the Applicant desire to amend the date by which the City will transmit the park playground design plans to the Applicant, to December 31, 2022; and

WHEREAS, the City's general practice is to not issue a final tax exemption certificate pursuant to Chapter 3.22, Vancouver Municipal Code ("VMC"), until the public benefit component of the development agreement has been completed; and

WHEREAS, the Applicant is nearing completion of the multifamily unit building construction and expects to apply for building occupancy permits well in advance of the City providing the park playground design plans to the Applicant; and

WHEREAS, given the unique circumstances, the City is willing to issue a final certificate of tax exemption to the Applicant prior to completion of the public benefit construction (the playground improvements); and

WHEREAS, the City and Applicant desire to amend the date by which the Applicant will complete construction of the park playground improvements, to December 31, 2023;

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

1. The City has determined that the Development provides significant public benefits on the Property and in the Vancouver City Center Vision Subarea generally and agrees to issue the Applicant a Conditional Certificate of Acceptance of Tax Exemption for a period of eight (8) years in accordance with VMC 3.22.040 (the "Conditional Certificate") which shall be effective upon issuance of any temporary occupancy permits for Applicant's multifamily project. The public benefits provided by the applicant for this project include but are not limited to those set forth on Exhibit B attached hereto (the "Public Benefits").

2. All work performed by TC WATERFRONT, LLC, CG WATERFRONT, LLC, and JSP WATERFRONT, LLC, shall comply with requirements of Washington State law pertaining to public bidding (Chapter 39.04 RCW) and prevailing wage (Chapter 39.12 RCW). The parties agree to work together reasonably to develop a protocol for compliance with both Chapters and to follow such protocol.

3. The Applicant agrees to construct on the site multi-family residential rental housing substantially as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City Council approval of this agreement. In no event shall such construction provide fewer than 248 new permanent multi-family residential units.

4. The City agrees to provide the park playground design plans to the Applicant by December 31, 2022.

5. The Applicant agrees to complete construction of the agreed-upon public benefit improvements no later than December 31, 2023, or within any extension thereof granted by the City. Notwithstanding the foregoing, the City shall grant extensions if any delays are caused by (i) the City's review or approval of the proposed development improvements or (ii) a force majeure.

6. In the event the protocol cannot be developed, the City may perform the work provided for in Exhibit B. The City shall invoice to TC WATERFRONT, LLC, CG WATERFRONT, LLC, and JSP WATERFRONT, LLC, its reasonable out of pocket third party costs for such work. TC WATERFRONT, LLC, CG WATERFRONT, LLC, and JSP WATERFRONT, LLC shall pay to the City the full amount of the invoiced costs within thirty days of presentment of such invoice, up to a maximum of $500,000.00.

7. The Applicant agrees, upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Director of Community Development ("Director") the following:
   (a) A statement of expenditures made with respect to each multi-family rental unit and the total expenditures made with respect to the entire property;
   (b) A description of the completed work and a statement of qualifications for the exemption; and
   (c) A statement that the work was completed within the required three-year period or any authorized extension.

8. The City agrees, upon receipt of the complete information listed in paragraph 7 above, to file a Final Certificate of Tax Exemption with the Clark County Treasurer and Assessor within ten days.

9. The Applicant agrees, within 30 days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption, and each year thereafter for a period of eight years, to file a notarized declaration with the Director indicating the following:
   (a) A statement identifying the total number of occupied and vacant multi-family units receiving a property tax exemption;
   (b) A certification that the property continues to be in compliance with this Agreement, Chapter 3.22 VMC, and Chapter 84.14 RCW;
   (c) A description of any material improvements or changes to the property constructed after the issuance of the certificate of tax exemption; and
   (d) The total monthly rent for each unit.

10. The Applicant agrees to maintain the property including all improvements in compliance with all applicable City codes and requirements.

11. The Applicant agrees to maintain reasonable records supporting all information provided to the City and to make those records and the multi-family rental units available for inspection by the City. Failure to submit the annual declaration identified in Paragraph 9 within 30 days of a written request therefor, or to maintain adequate records, may result in the tax exemption being canceled.

12. If the Applicant converts to another use any of the new multi-family rental housing units constructed under this Agreement, the Applicant shall notify the Clark County Assessor and Treasurer and the Director within 60 days of such change in use.

13. The Applicant agrees to notify the Director promptly of any transfer of the Applicant's ownership interest in the site or in the improvements made to the site under this Agreement; provided City shall have no approval right over any such transfer and the benefits of the Final Certificate of Tax Exemption shall run with the land and benefit any successor or assign of Applicant.

14. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Applicant, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement, upon 30 days' written notice. Cancellation of the Final Certificate of Tax Exemption may subject the Applicant to potential tax liability as further described in RCW 84.14.

15. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

16. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

17. The Applicant agrees that this Agreement is subject to the Vancouver Multi-Family Housing Tax Exemption set forth at Vancouver Municipal Code, Chapter 3.22.

CITY OF VANCOUVER

TC WATERFRONT, LLC
CG WATERFRONT, LLC
JSP WATERFRONT, LLC

____
Eric Holmes, City Manager

____
Chad Bungcayao – VP of Acquisitions and Dispositions

____
Suzann Cabling – Chief Financial Officer

Attest:

____
Natasha Ramras, City Clerk

Approved as to form:

____
Jonathan Young, City Attorney

RESOLUTION - 8

EXHIBIT A
LEGAL DESCRIPTION

Proposed Block 20
Legal Description

Being a portion of that tract of land described in Auditor's File Number 5248883, Clark County Deed Records, located in the Southwest Quarter of Section 27, Township 2 North, Range 1 East, Willamette Meridian, City of Vancouver, Clark County, Washington, being more particularly described as follows:

BEGINNING AT the Northwest corner of Block 18 of the Plat "Vancouver Waterfront" as recorded in Book 311, Page 865, Clark County Plat Records;

Thence South 02°18'53" West, along the Westerly line of said Block 18, for a distance of 147.90 feet to an angle point;

Thence South 24°46'10' West, continuing along said Westerly line, for a distance of 68.13 feet to the Southwest corner of said Block 18 and the beginning of a 579.50 foot radius non-tangent curve to the left,

Thence along the North line of Revised Tideland Tract 17 as conveyed to the City of Vancouver in Auditor's File Number 5208751, Clark County Deed Records and the arc of said 579.50 foot curve to the left, through a central angle of 23°36'22' (the chord of which bears North 77°01'13' West, 237.07') for a distance of 238.76 feet to a point of non-tangency

Thence North 02°18'53" East, continuing along said North line, for a distance of 138.60 feet to the beginning of a 57.00 foot radius non-tangent curve to the left;

Thence leaving said North line along the arc of said 57.00 foot curve to the left, through a central angle of 43°28'29" (the chord of which bears North 50°02'11" East, 42.22') for a distance of 43.25 feet to a point on the projected Westerly extension of the Southerly right-of-way line of Columbia Way and a point of non-tangency.

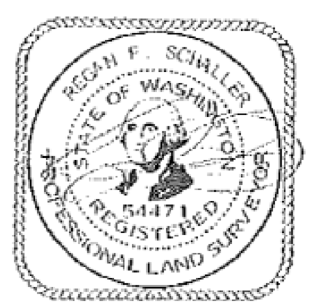
Thence South 87°41'07" East, for a distance of 195.76 feet to the Westerly line of said Plat "Vancouver Waterfront", being a point on the Southerly right-of-way line of Columbia Way;

Thence continuing South 87°41'07" East, along said Southerly right-of-way line, for a distance of 32.00 feet to the **TRUE POINT OF BEGINNING;**

Contains in all 46,178 square feet or 1.060 acres, more or less.

See Exhibit Map attached hereto.

Together with and/or subject to easements of record as applicable



10.5.18

RESOLUTION - 9

EXHIBIT B
DEVELOPMENT AGREEMENT
BLOCK 20 PUBLIC BENEFIT

Public Playground and Restroom Improvements - to be installed at Esther Short Park in Vancouver, Washington

The Applicant will be responsible for:

- Up to $500,000.00 of the actual costs for improvements, including any change orders for removing the old Esther Short playground equipment and restroom facilities per City issued plans and specifications.

- Managing project construction, in coordination with the City Parks team.

- Compliance with Washington State prevailing wage requirements set forth at Chapter 39.04 RCW.

- Compliance with Washington State public works bidding requirements set forth at Chapter 39.12 RCW.

In no event shall the Applicant be responsible for any expenses in excess of $500,000.00 related to the improvements described herein. Furthermore, in no event shall the Applicant be required to make any improvements not specifically set forth herein.

The City will be responsible for:

- Costs for the master plan, construction drawings, and specification for two future phases of Esther Short improvements including replacement and development of new playground and replacement of restrooms with future Portland Loos.

- The City will provide design plans and permits to the Applicant no later than December 31, 2022. The Applicant shall not be liable for any delays caused by the City.
- City shall be responsible for any maintenace of the public playground and restroom improvements. Applicant shall have no continuing maintenance obligations with respect thereto to or any liability with respect to the public playground and restroom improvements after completion.

Multifamily Tax Exemption
- Jefferson Apartments Revision

November 1, 2021
Vancouver City Council
Public Hearing

Patrick Quinton- Economic Development Director
Peggy Sheehan- Programs Manager

Presentation Overview

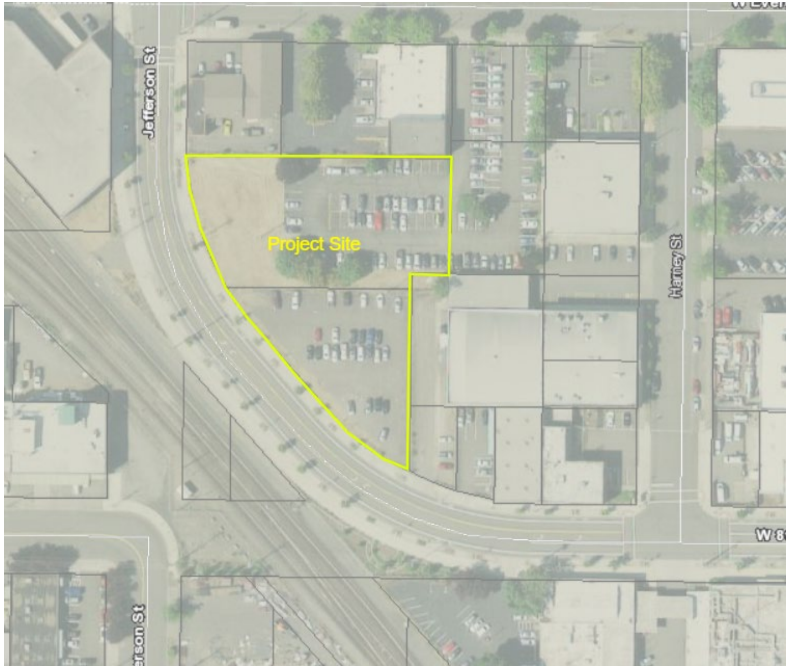
- Project Revision Details
- Next Steps and Timeline

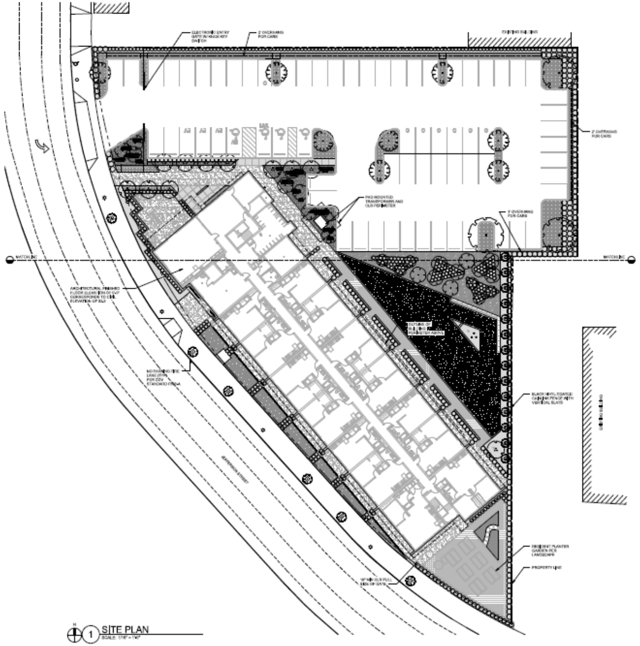
Project Revision Details

- Initial project approved in February of 2017
- 12-year exemption with 20% of the units restricted at 115% of area median income.
- Applicant requested scaled back design to allow the project to be built faster and for more reasonable cost to help meet the market for lower rental rates

	Initial Project	Revised Project
Units	92	68
Restricted units	19	14
Parking Spaces	89	48

Revised Project Plan –





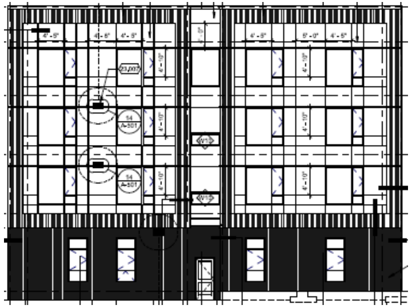
Multi-Family Tax Exemption - 4

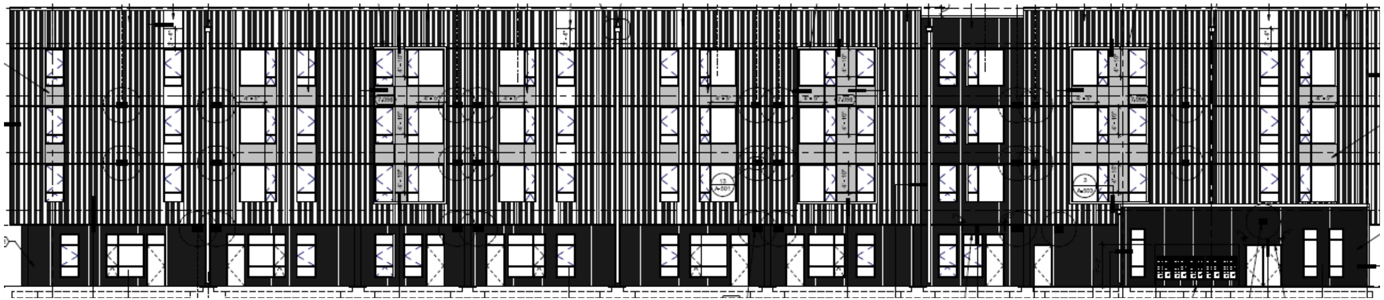
Proposed Project –

Developer: FARVIEW DRIVE LLC
Project location: 807 Jefferson
Requested exemption: 12-year exemption with 20% of units affordable at 115% AMI

Revised Project Overview-

- 4 story apartments
- 61,110 total sq. ft.
- 68 units (14 rent restricted)
- Studio, 1-BD, and 2-BD units
- 69 Parking Spaces





Unit Mix and Monthly Rent-

Type	Units	Proposed Rent	Maximum Rent and Income Levels 115% AMI (HUD MSA rate)
Studio	19	$900	Maximum allowable rent is $1,946 Maximum allowable 1-person income $77,855
1 Bed	39	$1,150	Maximum rent is $2,085 Maximum allowable 2-person income $89,010
2 Bed	10	$1,375	Maximum rent is $2,504 Maximum allowable 4-person income $111,205

Applicant provided unit type, count, and proposed rent

CITY OF Vancouver WASHINGTON

Revised Exemption Tax Summary-

If exemption granted and project developed:	Total – all taxing districts	City of Vancouver
Net Present value of future tax revenue** (20 year)	$1,876,000	$662,000
Net present value of "foregone" tax revenue (during exemption period)	($795,000)	($246,000)
Net Present Value Benefit	$1,081,000	$416,000

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

Council Action Requested

- Approve resolution and amended agreement allowing applicant to proceed with the tax exemption process.

Questions

Patrick Quinton- Economic Development Director 360-487-7845

Bryan Monroe- Associate Planner 360-487-7958

Staff Report 166-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 11/1/2021

SUBJECT Multifamily Tax Exemption Amendment: Jefferson Street Apartments

Key Points

- The applicant has requested to reduce the number of total and income restricted units for the Jefferson Apartments at 807 Jefferson Street.
- This city center housing project was granted approval for an initial MFTE certificate of tax exemption on February 27, 2017.
- Due to COVID-19 related delays and cost increases the applicant is reducing the number of total units from 92 down to 68 units.
- The number of income restricted units will be reduced from 19 to 14 and the proportion of income restricted units to total units will remain unchanged.

Strategic Plan Alignment

Goal 3, Objective 3.2: Improve services available to underserved or vulnerable residents.

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

Goal 8, Objective 8.2: Strengthen neighborhood business districts.

Present Situation

Due to COVID-related issues, the developer, Farview Drive LLC, is requesting a change from the initial multifamily tax exemption approval to reduce the number of proposed units from 92 units to 68 units. In order to combat increased costs and meet the required certificate of occupancy completion timeline, the applicant has eliminated one of the buildings. The initial estimated cost for the 92 units was $13.5 million. The applicant's revised construction cost estimate for the 68 units is now $15.25 million.

The development will now be one four-story building with 69 off-street parking spaces. The exemption duration and income restriction will remain the same at 12 years, with 20% of the units restricted to 115% of the HUD area median income.

Advantage(s)

1. The proposed development will add residential opportunities within the VCCV subarea, as envisioned by VMC 3.22.
2. This vacant downtown site will be developed.
3. The proposed development will generate significant sales tax from construction and utility taxes and provide jobs.
4. Over 20 years, factoring in the tax exemption, the project will generate roughly $410,000 in City taxes. The value of the improvement taxes not paid by the owner is estimated at $246,000.

Disadvantage(s)

Approval of the property tax exemption will delay the increase in property taxes associated with the new construction of the exempted multi-unit development for all taxing districts for the duration of the exemption period. However, other taxes will be generated from the development and it is uncertain whether the properties would be developed if the tax exemption is not approved.

Budget Impact

The City will receive additional revenues with the development itself, including sales tax, permit fees and system development charges. There will be a small incremental increase in demand for public services during the initial 12-year exemption period without corresponding property tax revenues. Following the 12-year exemption period, the property will return to the tax base as new construction and the City and other taxing districts will begin receiving property taxes.

Prior Council Review

Council Workshop February 13, 2017
Council hearing February 27, 2017

Action Requested

On November 1, 2021, adopt a resolution authorizing the City Manager or designee to sign the amended multifamily tax exemption agreement with Farview Drive LLC.

Patrick Quinton, Economic Development Director, 360-487-7845; Peggy Sheehan, Community Development Programs Manager, 360-487-7952

ATTACHMENTS:

- Resolution with Amended Development Agreement Jefferson Apts MFTE
- Jefferson Apartments MFTE Amendment Presentation

11/1/2021

RESOLUTION NO. M-___________

A RESOLUTION of the City Council of the City of Vancouver approving an amended agreement with FARVIEW DRIVE, LLC, a Washington limited liability company ("Applicant"), for limited property tax exemption.

WHEREAS, the City and the Applicant entered into a limited tax exemption program agreement, approved by the Vancouver City Council on February 27, 2017, which proposed development of no fewer than 92 new multi-family residential housing units, to be constructed on property located at 807 Jefferson Street (Exhibit 1), and identified for real property tax purposes as Parcel No. 50010000 ("Property"); and

WHEREAS, the City desires to stimulate new construction of multi-family housing in specifically designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and to encourage development densities supportive of tenant use, and the City is also interested in promoting new housing in the downtown areas of the City of Vancouver; and

WHEREAS, the City has the authority, pursuant to both the Revised Code of Washington and Chapter 3.22 of the Vancouver Municipal Code, to designate various "Residential Target Areas" for the provision of limited property tax exemptions programs whereby property owners may qualify for a "Final Certificate of Tax Exemption," which certifies to the Clark County Assessor and Treasurer that a property is eligible to receive a limited property tax exemption; and

WHEREAS, the Applicant now desires to reduce the total number of residential units to be constructed on the Property from 92 units, as promised in the original Agreement, down to 68 units, to reduce elevated costs caused by the COVID-19 pandemic and to allow for a faster construction completion time; and

WHEREAS, given the unique circumstances, the City is willing to support the Applicant's request to enter into the amended agreement, and the City has determined that the improvements to the Property will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption for 12 years.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The 1st Amended Agreement, attached hereto as Exhibit 2, between the Applicant and the City of Vancouver, a Washington municipal corporation, is approved.

Section 2. The City Manager or the Manager's designee is authorized to execute the Agreement, attached hereto as Exhibit 2, on behalf of the City.

ADOPTED at a regular session of the Vancouver City Council this ______ of __________________________, 2021.

____
Anne McEnerny-Ogle, Mayor

Attest:

____
Natasha Ramas, City Clerk

Approved as to form:

____
Jonathan Young, City Attorney

Exhibit 1

Legal Description

THAT PORTION OF BLOCK 53, VANCOUVER, ALSO KNOWN AS WEST VANCOUVER, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME "B" OF PLATS, PAGE 40, RECORDS OF CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF VACATED INGALLS STREET (ORD M-724 9/08/64) ON THE NORTHEAST LINE OF JEFFERSON STREET, SHOWN AS STATION 20+40.24, 36.99 FEET LEFT OF JEFFERSON STREET CONSTRUCTION CENTERLINE AS SHOWN ON SHEET R01 OF BNSF/CITY OF VANCOUVER WATERFRONT ACCESS PROJECT (071233) RIGHT OF WAY PLANS;

THENCE NORTHERLY ALONG SAID VACATED INGALLS STREET CENTERLINE 190.38 FEET MORE OR LESS TO A POINT LYING 185.85 FEET LEFT OF STATION 18+82.41, JEFFERSON STREET CONSTRUCTION CENTERLINE AS SHOWN ON SAID PLANS;

THENCE LEAVING SAID INGALLS STREET CENTERLINE, WESTERLY 194.72 FEET MORE OR LESS TO A POINT OF CURVATURE ON THE NORTHEAST LINE OF SAID JEFFERSON STREET LYING 38.19 FEET LEFT OF STATION 17+45.93, JEFFERSON STREET CONSTRUCTION CENTERLINE AS SHOWN ON SAID PLANS;

THENCE SOUTHEASTERLY ALONG SAID NORTHEAST LINE ON A NON-TANGENT 311.02 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, FROM A TANGENT WHICH BEARS SOUTH 29°07'58" EAST, THROUGH A CENTRAL ANGLE OF 10°25'18", A DISTANCE OF 56.57 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 39°42'42" EAST ALONG SAID NORTHEAST LINE A DISTANCE OF 101.11 FEET MORE OR LESS TO THE BEGINNING OF A 306.00 FOOT CURVE TO THE LEFT;

THENCE SOUTHEASTERLY ALONG SAID NORTHEAST LINE THROUGH A CENTRAL ANGLE OF 21°55'34" A DISTANCE OF 117.10 FEET MORE OR LESS TO THE POINT OF BEGINNING.

AND ALSO

PARCEL I

Being an unplatted portion of the East half of the Amos Short Donation Land Claim together with a portion of vacated West 9th Street, the total tract being described as follows:

BEGINNING at a point which is South 89°13'47" East 149.96 feet from the Northwest corner of Block Q of SLOCUM'S SECOND ADDITION TO THE CITY OF VANCOUVER, according to the Plat thereof, recorded in Book "A" of Plats, page 84, records of Clark County, Washington; thence South 0°47'31" West, a distance of 239.82 feet to a point on the centerline of vacated West 9th Street; thence South 89°13'41" East along said centerline 127.36 feet; thence North 0°44'32" East 239.82 feet to a point on the South line of West Evergreen Boulevard (formerly West 10th Street); thence North 89°13'47" West 127.15 feet to the Place of Beginning.

EXCEPT THEREFROM that portion thereof described as follows:

That portion of fractional Block Q of SLOCUM'S SECOND ADDITION TO THE CITY OF VANCOUVER, according to the Plat thereof, recorded in Book "A" of Plats, page 84, records of Clark County, Washington, described as follows:

Continued

BEGINNING at the Northwest corner of tract acquired by Bower Trucking Company by instrument recorded under Clark County Auditor's File No. G 716736, which is 150 feet, more or less, East of the Northwest corner of said Block Q; thence running East along the South line of Evergreen Boulevard, 127 feet; thence South 120 feet; thence West 127 feet to the West line of said Bower tract; thence North 120 feet along the West line of said Bower tract to the Point of Beginning.

AND ALSO the South 120 feet of the following tract:

Being all of a fractional Block Q of SLOCUM'S SECOND ADDITION TO THE CITY OF VANCOUVER, together with a portion of vacated West 9th Street and unplatted portion of the East half of the Amos Short Donation Land Claim, the total tract being described as follows:

BEGINNING at the Northwest corner of Block Q of SLOCUM'S SECOND ADDITION TO THE CITY OF VANCOUVER, according to the Plat thereof, recorded in Book "A" of Plats, page 84, records of Clark County, Washington; thence East 150 feet, more or less, to the Northwest corner of that tract conveyed to Bower Trucking Company, under Auditor's File No. G 716736; thence South along the West line of said tract, a distance of 240 feet, more or less, to a point on the centerline of vacated West 9th Street; thence West along the said centerline, 150 feet, more or less, to a point on the East line of Jefferson Street; thence North to the Place of Beginning.

EXCEPT the following described property:

That portion lying in the Amos Short Donation Land Claim in the Northwest quarter of the Southwest quarter and the Southwest quarter of the Northwest quarter of Section 27, Township 2 North, Range 1 East of the Willamette Meridian, City of Vancouver, Clark County, Washington, more particularly described as follows:

BEGINNING at the Northwest corner of Block Q, as shown on the Plat of SLOCUM'S SECOND ADDITION, recorded in Book "A" of Plats, page 84, records of Clark County, Washington; thence South 2°18'35" West along the East right of way line of Jefferson Street 119.86 feet to a half inch iron rod as shown on ROS Book 24, page 151, records of Clark County, Washington, also being the True Point of Beginning; thence continuing along said right of way line South 2°18'35" West 119.96 feet to a half inch iron rod, also being the centerline of vacated West 9th Street as shown on said Survey; thence South 87°39'11" East 33.78 feet along said centerline; thence Northwesterly along a non-tangent curve to the right with a chord bearing of North 13°20'54" West, a radius of

311.02 feet, through a central angle of 23°06'44" for an arc distance of 125.46 feet; thence North 87°40'05" West 0.15 feet to said East right of way line, also being the Point of Beginning.

PARCEL II

That portion lying in the Amos Short Donation Land Claim in the Northwest quarter, Southwest quarter, Section 27, Township 2 North, Range 1 East, Willamette Meridian, situated in the City of Vancouver, Clark County, Washington, being a portion of vacated West 9th Street described as follows:

BEGINNING at the Northwest corner of Block Q as shown on the Plats of Slocum's Second Addition, recorded in Book "A" of Plats, page 84, records of Clark County; thence South 2°18'35" West along the East right of way line of Jefferson Street 239.86 feet to a 1/2" iron rod shown as set on R.O.S. Book "24", page 151, records of Clark County, also being the centerline of vacated West 9th Street; thence along said centerline South 87°39'11" East 33.78 feet to the True Point of Beginning; thence continuing along said centerline South 87°39'11" East 66.16 feet; thence South 2°23'12" West 20.00 feet; thence North 87°39'11" West and parallel with the centerline of West 9th Street a distance of 54.89 feet to a non tangent curve to the right; thence Northwesterly along said curve to the right with a tangent bearing of North 29°07'58" West, a radius of 311.02 feet, through a central angle of 4°13'43" for an arc distance of 22.95 feet to said centerline also being the Point of Beginning.

Continued

PARCEL III

ALSO that portion lying in the vacated portion of West 9th Street in the Amos Short Donation Land Claim, and in the Northwest quarter, Southwest quarter, Section 27, Township 2 North, Range 1 East of the Willamette Meridian, situated in the City of Vancouver, Clark County, Washington, described as follows:

BEGINNING at the Northwest corner of Block Q as shown on the plat of Slocum's Second Addition, recorded in Book "A" of Plats, page 84, records of Clark County; thence South 2°18'35" West along the East right of way line of Jefferson Street 239.86 feet to a 1/2" iron rod shown as set on R.O.S. Book "24", page 151, records of Clark County, also being the centerline of vacated West 9th Street; thence along said centerline South 87°39'11" East 99.94 feet to the True Point of Beginning; thence continuing along said centerline South 87°39'11" East 139.84 feet to the centerline of vacated Ingalls Street as shown on said survey; thence South 2°25'19" West along the centerline of Ingalls Street 20.00 feet; thence North 87°39'11" West and parallel with the centerline of West 9th Street a distance of 139.83 feet; thence North 2°23'12" East 20.00 feet to said centerline also being the Point of Beginning.

Exhibit 2

1ST AMENDED DEVELOPMENT AGREEMENT
for
MULTI-FAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION

THIS 1st AMENDED AGREEMENT is entered into this ___ day of __________, 2021, by and between FARVIEW DRIVE, LLC, a Washington limited liability company, (hereinafter referred to as the "Applicant"), and the CITY OF VANCOUVER, a Washington Charter City of the First Class (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, the City and the Applicant entered into a multifamily tax exemption agreement, approved by the Vancouver City Council on February 27, 2017 (the "Original MFTE Agreement"), in which the Applicant agreed to construct no fewer than 92 new residential units on property located at 807 Jefferson Street, Vancouver, Washington, described on Exhibit A, attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Applicant now desires to reduce the total number of residential units to be constructed on the Property, to reuce elevated costs caused by the COVID-19 pandemic and to allow for a faster construction completion time; and

WHEREAS, the City and the Applicant desire to amend the Original MFTE Agreement to reduce the required number of new residential units that the Applicant is obligated to construct from 92 units down to 68 units; and

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

WHEREAS, the City is interested in promoting new housing in the Vancouver City Center Vision ("VCCV") Subarea of the City of Vancouver; and

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

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

WHEREAS, the Applicant is interested in receiving a limited property tax exemption for constructing units of new multi-family residential housing within the downtown VCCV area, which is a Designated Residential Target Area identified in Chapter 3.22 VMC; and

WHEREAS, the Applicant already submitted to the City a complete application for the City's limited tax exemption program (the "Application") outlining the proposed development of new multi-family residential housing for a 12 year exemption to be constructed on the Property; and

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

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

1. The City agrees to issue the Applicant an amended Conditional Certificate of Acceptance of Tax Exemption.

2. The Applicant agrees to construct on the Property multi-family residential housing as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City Council approval of this agreement. In no event shall such construction provide fewer than sixty-eight (68) new permanent multi-family residential units.

3. The Applicant commits to renting at least twenty percent of the multi-family housing units (14 units) as affordable housing units to low and moderate-income households at 115% area median income, as defined in RCW 84.14.010, and agrees that the Property must satisfy that commitment and any additional affordability and income eligibility conditions contained in Chapter 3.22 VMC for the entire duration of the tax exemption period.

4. The Applicant agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the initial Conditional Certificate of Acceptance of Tax Exemption, or within any extension thereof granted by the City, at the City's sole discretion.

5. The Applicant agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Director of Community Development ("Director") the following:
   (a) A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;
   (b) A description of the completed work and a statement of qualifications for the exemption;

(c) A statement that the project meets the affordable housing requirements as described in RCW 84.14.020, including a statement committing to renting or selling at least twenty percent of the multifamily housing units as affordable housing units to low and moderate-income households; and

(d) A statement that the work was completed within the required three-year period or any authorized extension.

6. The City agrees, conditioned on the Applicant's successful completion of the improvements in accordance with the terms of this 1st Amended Agreement and on the Applicant's filing of the materials described in Paragraph 5 above, to file a Final Certificate of Tax Exemption with the Clark County Treasurer and Assessor within 10 days.

7. The Applicant agrees, within 30 days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption, and each year thereafter for the duration of the exemption, to file a notarized declaration with the Director indicating the following:

   (a) A statement identifying the total number of occupied and vacant multi-family units receiving a property tax exemption;
   (b) A certification that the property continues to be in compliance with this 1st Amended Agreement, Chapter 3.22 VMC, and Chapter 84.14 RCW;
   (c) A description of any improvements or changes to the Property constructed after the issuance of the certificate of tax exemption;
   (d) The total monthly rent for each unit;
   (e) Documentation of the income of each renter household at the time of initial occupancy; and
   (f) Documentation showing that twenty percent of the units were rented as affordable housing units to low and moderate-income households as defined in RCW 84.14.010 and VMC 3.22.

8. The Applicant agrees to maintain the Property including all improvements in compliance with all applicable City codes and requirements.

9. The Applicant agrees to maintain records supporting all information provided to the City and to make those records and the multi-family units available for inspection by the City. Failure to submit the annual declaration identified in Paragraph 7 or to maintain adequate records may result in the tax exemption being canceled.

10. If the Applicant converts to another use any of the new multi-family residential housing units constructed under this 1st Amended Agreement, the Applicant shall notify the Clark County Assessor and Treasurer and the Director within 60 days of such change in use.

11. The Applicant agrees to notify the Director promptly of any transfer of the Applicant's ownership interest in the Property or in the improvements made to the Property under this 1St Amended Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Applicant, its successors and assigns, fail to comply with any of the terms and conditions of this 1st Amended Agreement. Cancellation of the Final Certificate of Tax Exemption may subject the Applicant to potential tax liability as further described in RCW 84.14; provided, however, that the Applicant shall have the right to appeal such cancellation pursuant to VMC 3.22.040(N).

13. No modifications of this 1st Amended Agreement shall be effective unless mutually agreed upon in writing by all the parties hereto.

14. In the event that any term or clause of this 1st Amended Agreement conflicts with applicable law, such conflict shall not affect other terms of that can be given effect without the conflicting term or clause, and to this end, the terms of this 1st Amended Agreement are intended to be severable.

15. The Applicant agrees that this 1st Amended Agreement is subject to the Vancouver Multi-Family Housing Tax Exemption set forth at Vancouver Municipal Code, Chapter 3.22.

CITY OF VANCOUVER:	FARVIEW DRIVE, LLC:
By: _______________________________	By:___________________________
Eric Holmes, City Manager	Joshua Oliva, Member/Manager

Attest:

____
Natasha Ramras, City Clerk

Approved as to form:

____
Jonathan Young, City Attorney

Exhibit A
Legal Description

THAT PORTION OF BLOCK 53, VANCOUVER, ALSO KNOWN AS WEST VANCOUVER, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME "B" OF PLATS, PAGE 40, RECORDS OF CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF VACATED INGALLS STREET (ORD M-724 9/08/64) ON THE NORTHEAST LINE OF JEFFERSON STREET, SHOWN AS STATION 20+40.24, 36.99 FEET LEFT OF JEFFERSON STREET CONSTRUCTION CENTERLINE AS SHOWN ON SHEET R01 OF BNSF/CITY OF VANCOUVER WATERFRONT ACCESS PROJECT (071233) RIGHT OF WAY PLANS;

THENCE NORTHERLY ALONG SAID VACATED INGALLS STREET CENTERLINE 190.38 FEET MORE OR LESS TO A POINT LYING 185.85 FEET LEFT OF STATION 18+82.41, JEFFERSON STREET CONSTRUCTION CENTERLINE AS SHOWN ON SAID PLANS;

THENCE LEAVING SAID INGALLS STREET CENTERLINE, WESTERLY 194.72 FEET MORE OR LESS TO A POINT OF CURVATURE ON THE NORTHEAST LINE OF SAID JEFFERSON STREET LYING 38.19 FEET LEFT OF STATION 17+45.93, JEFFERSON STREET CONSTRUCTION CENTERLINE AS SHOWN ON SAID PLANS;

THENCE SOUTHEASTERLY ALONG SAID NORTHEAST LINE ON A NON-TANGENT 311.02 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, FROM A TANGENT WHICH BEARS SOUTH 29°07'58" EAST, THROUGH A CENTRAL ANGLE OF 10°25'18", A DISTANCE OF 56.57 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 39°42'42" EAST ALONG SAID NORTHEAST LINE A DISTANCE OF 101.11 FEET MORE OR LESS TO THE BEGINNING OF A 306.00 FOOT CURVE TO THE LEFT;

THENCE SOUTHEASTERLY ALONG SAID NORTHEAST LINE THROUGH A CENTRAL ANGLE OF 21°55'34" A DISTANCE OF 117.10 FEET MORE OR LESS TO THE POINT OF BEGINNING.

AND ALSO
PARCEL I

Being an unplatted portion of the East half of the Amos Short Donation Land Claim together with a portion of vacated West 9th Street, the total tract being described as follows:

BEGINNING at a point which is South 89°13'47" East 149.96 feet from the Northwest corner of Block Q of SLOCUM'S SECOND ADDITION TO THE CITY OF VANCOUVER, according to the Plat thereof, recorded in Book "A" of Plats, page 84, records of Clark County, Washington; thence South 0°47'31" West, a distance of 239.82 feet to a point on the centerline of vacated West 9th Street; thence South 89°13'41" East along said centerline 127.36 feet; thence North 0°44'32" East 239.82 feet to a point on the South line of West Evergreen Boulevard (formerly West 10th Street); thence North 89°13'47" West 127.15 feet to the Place of Beginning.

EXCEPT THEREFROM that portion thereof described as follows:

That portion of fractional Block Q of SLOCUM'S SECOND ADDITION TO THE CITY OF VANCOUVER, according to the Plat thereof, recorded in Book "A" of Plats, page 84, records of Clark County, Washington, described as follows:

Continued

BEGINNING at the Northwest corner of tract acquired by Bower Trucking Company by instrument recorded under Clark County Auditor's File No. G 716736, which is 150 feet, more or less, East of the Northwest corner of said Block Q; thence running East along the South line of Evergreen Boulevard, 127 feet; thence South 120 feet; thence West 127 feet to the West line of said Bower tract; thence North 120 feet along the West line of said Bower tract to the Point of Beginning.

AND ALSO the South 120 feet of the following tract:

Being all of a fractional Block Q of SLOCUM'S SECOND ADDITION TO THE CITY OF VANCOUVER, together with a portion of vacated West 9th Street and unplatted portion of the East half of the Amos Short Donation Land Claim, the total tract being described as follows:

BEGINNING at the Northwest corner of Block Q of SLOCUM'S SECOND ADDITION TO THE CITY OF VANCOUVER, according to the Plat thereof, recorded in Book "A" of Plats, page 84, records of Clark County, Washington; thence East 150 feet, more or less, to the Northwest corner of that tract conveyed to Bower Trucking Company, under Auditor's File No. G 716736; thence South along the West line of said tract, a distance of 240 feet, more or less, to a point on the centerline of vacated West 9th Street; thence West along the said centerline, 150 feet, more or less, to a point on the East line of Jefferson Street; thence North to the Place of Beginning.

EXCEPT the following described property:

That portion lying in the Amos Short Donation Land Claim in the Northwest quarter of the Southwest quarter and the Southwest quarter of the Northwest quarter of Section 27, Township 2 North, Range 1 East of the Willamette Meridian, City of Vancouver, Clark County, Washington, more particularly described as follows:

BEGINNING at the Northwest corner of Block Q, as shown on the Plat of SLOCUM'S SECOND ADDITION, recorded in Book "A" of Plats, page 84, records of Clark County, Washington; thence South 2°18'35" West along the East right of way line of Jefferson Street 119.86 feet to a half inch iron rod as shown on ROS Book 24, page 151, records of Clark County, Washington, also being the True Point of Beginning; thence continuing along said right of way line South 2°18'35" West 119.96 feet to a half inch iron rod, also being the centerline of vacated West 9th Street as shown on said Survey; thence South 87°39'11" East 33.78 feet along said centerline; thence Northwesterly along a non-tangent curve to the right with a chord bearing of North 13°20'54" West, a radius of

311.02 feet, through a central angle of 23°06'44" for an arc distance of 125.46 feet; thence North 87°40'05" West 0.15 feet to said East right of way line, also being the Point of Beginning.

PARCEL II

That portion lying in the Amos Short Donation Land Claim in the Northwest quarter, Southwest quarter, Section 27, Township 2 North, Range 1 East, Willamette Meridian, situated in the City of Vancouver, Clark County, Washington, being a portion of vacated West 9th Street described as follows:

BEGINNING at the Northwest corner of Block Q as shown on the Plats of Slocum's Second Addition, recorded in Book "A" of Plats, page 84, records of Clark County; thence South 2°18'35" West along the East right of way line of Jefferson Street 239.86 feet to a 1/2" iron rod shown as set on R.O.S. Book "24", page 151, records of Clark County, also being the centerline of vacated West 9th Street; thence along said centerline South 87°39'11" East 33.78 feet to the True Point of Beginning; thence continuing along said centerline South 87°39'11" East 66.16 feet; thence South 2°23'12" West 20.00 feet; thence North 87°39'11" West and parallel with the centerline of West 9th Street a distance of 54.89 feet to a non tangent curve to the right; thence Northwesterly along said curve to the right with a tangent bearing of North 29°07'58" West, a radius of 311.02 feet, through a central angle of 4°13'43" for an arc distance of 22.95 feet to said centerline also being the Point of Beginning.

Continued

PARCEL III

ALSO that portion lying in the vacated portion of West 9th Street in the Amos Short Donation Land Claim, and in the Northwest quarter, Southwest quarter, Section 27, Township 2 North, Range 1 East of the Willamette Meridian, situated in the City of Vancouver, Clark County, Washington, described as follows:

BEGINNING at the Northwest corner of Block Q as shown on the plat of Slocum's Second Addition, recorded in Book "A" of Plats, page 84, records of Clark County; thence South 2°18'35" West along the East right of way line of Jefferson Street 239.86 feet to a 1/2" iron rod shown as set on R.O.S. Book "24", page 151, records of Clark County, also being the centerline of vacated West 9th Street; thence along said centerline South 87°39'11" East 99.94 feet to the True Point of Beginning; thence continuing along said centerline South 87°39'11" East 139.84 feet to the centerline of vacated Ingalls Street as shown on said survey; thence South 2°25'19" West along the centerline of Ingalls Street 20.00 feet; thence North 87°39'11" West and parallel with the centerline of West 9th Street a distance of 139.83 feet; thence North 2°23'12" East 20.00 feet to said centerline also being the Point of Beginning.

Item #9.

Staff Report 158-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 11/1/2021

SUBJECT Property Tax Levy for 2022

Key Points

- Property taxes make up the largest, single revenue source available to support essential City services.
- State law allows the City to annually increase the property tax levy no more than 1% or the rate of inflation calculated by the Implicit Price Deflator (IPD), whichever amount is less, for both the City's General Fund property tax levy and for the Affordable Housing property tax levy.
- The IPD rate for 2022 levy calculations is 3.86 percent.
- Approval of a 1.0 percent increase would increase a city resident's property tax bill for the City portion of taxes by $7.81 per year for a home with an assessed valuation of $436,709 assuming a 12.2% increase in assessed value of the property.
- The 2021/2022 budget forecasted that 2022 property taxes would increase by 1.0 percent for the General Fund.

Strategic Plan Alignment

The recommended 2021-2022 biennial budget, which is substantially supported by the property tax levy, will advance multiple Strategic Plan goals and objectives.

Present Situation

On November 6, 2001, Washington voters approved Initiative 747 (I-747), which limits the allowable increase in the property tax levy to 1.0%, or the rate of inflation, whichever is less. The intent of the Initiative was reaffirmed by the Legislature in November 2007. The measure of inflation used under this law is the Implicit Price Deflator (IPD). The IPD inflation rate for 2022 levy calculations is 3.86%.

Staff recommends that City Council approve a 1.0% increase in the property tax levy, which is the maximum increase allowed. Based on last year's General Fund levy of $52,527,179.31, the increase will be $525,271.79. Authorization of this increase requires a simple majority vote of City

Council.

Staff estimates that the City's general fund property tax levy rate in 2022 will range between $1.73 per $1,000 of assessed value to $1.83 per $1,000 of assessed value, compared to the actual 2021 general fund property tax levy rate of $1.977 per $1,000. The decrease in the property tax levy rate is attributed to assessed values in the City increasing by approximately 12.2% compared to the prior year. Because of the limit on property tax increases, as discussed above, the property tax levy rate declines as assessed value increases. The statutory cap for the City's levy rate is $3.325 per $1,000 of assessed value.

Example calculation of City Property Tax:

Assessed Value 2021 $389,240	Levy Rate 2021 $1.977 (per $1,000 assessed value; General Fund Levy only)	2021 City Property Tax = $769.53
Assessed Value 2022 $436,709 (assumes assessed value increases 12.2%)	Estimated Levy Rate 2022 $1.78 (per $1,000 assessed value; General Fund Levy only)	2022 City Property Tax (hypothetical) = $777.34
AV increases 12.2%	Levy Rate declines	Annual tax increase $7.81 for this example taxpayer*

**If the assessed value of the resident's property as a percentage increased by less than 12.2%, the resident's annual taxes would be equal to or slightly less than the taxes paid to the city in 2021. If the assessed value of the resident's property increased by more than 12.2% from the previous year, the increase in the annual taxes would be slightly higher.*

Some citizens may qualify for tax relief, or qualify for a deferral program. To find out more information about this, residents should contact the Clark County Assessor's Office at 564-397-2391 or visit their website at http://www.clark.wa.gov/assessor/taxrelief/index.html.

In addition to the base levy, the City collects new property tax revenue based on the value of new construction added to the assessment rolls during the prior year. The revenue to the City is calculated using the assessed value of new construction multiplied by the prior year's levy rate. The value of new construction is still being finalized by the County Assessor's Office and includes the value of utility new construction provided to the County Assessor by the State. The most recent estimate from the County Assessor's Office indicates more than $453 million of new construction, which translates into $897,000 of additional City property tax revenue, which is slightly more than the $675,000 received for new construction values for 2021 taxes. The City's ordinance states the percentage and dollar amount increase in the City's base property tax levy as required by RCW 84.55.120. The County Assessor will determine the levy amount for new construction based on their final calculations.

Advantage(s)

Continued funding will be available from the City's primary revenue source to pay the cost of essential City services.

Disadvantage(s)

The 1.0% increase would increase a city resident's property tax bill for the General Fund City portion of taxes by $7.81 per year for a home with an assessed valuation of $436,709 assuming the taxpayer's assessed value increased by 12.2%.

Budget Impact

There will be no impact on budget for the on-going annual property tax collections; the budget forecasted a 1.0% increase for the General Fund.

Prior Council Review

- 2021-2022 Biennial Budget Council Workshop – Overview on October 5, 2020
- 2021-2022 Biennial Budget Council Workshop – General Operating & Policy on October 19, 2020
- 2021-2022 Biennial Budget Council Workshop – Budget Packet on November 2, 2020

Action Requested

On November 1, 2021, subject to second reading and public hearing, approve the ordinance.

Carrie Lewellen, City Treasurer, 360-487-8482

ATTACHMENTS:

- Ordinance

10/25/21
11/01/21

ORDINANCE NO. __________
(RCW 84.55.120)

AN ORDINANCE relating to the annual property tax levy; authorizing an increase of 1.0% in the City's regular levy from the amount levied the previous year; and providing for an effective date.

WHEREAS, the City Council of the City of Vancouver has met and considered its budget for the calendar years 2021/2022; and,

WHEREAS, the City of Vancouver's actual levy amount for the General Fund from 2021 was $52,527,179.31; and,

WHEREAS, the Implicit Price Deflator (IPD) rate released on September 25, 2021 is 3.860%, which is more than 1.0%. HB 2416 approved by the Washington State Legislature in 2007, limits the allowable increase to 1.0% or the IPD rate, whichever is lower; and

WHEREAS, the population of the City of Vancouver is more than 10,000.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. That an increase in the regular general fund property tax levy is hereby authorized for the 2022 levy in the amount of $525,271.79, which is a percentage increase of 1.0% from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, any increase in the value of state-assessed property, any annexations that have occurred and refunds made.

Section 2. That the City Clerk is directed to transmit and file a certified copy of this ordinance with the Board of Clark County Commissioners and the Clark County Assessor following approval by City Council.

Section 3. That this ordinance shall go into effect five days after adoption.

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.

____

Anne McEnerny-Ogle, Mayor

Attest: Approved as to form:

______________________________ ______________________________

Natasha Ramras, City Clerk Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. ________

AN ORDINANCE relating to the annual property tax levy; authorizing an increase of 1.0% in the City's regular general fund levy from the amount levied the previous year; and providing for an effective date.

Item #10.

Staff Report 159-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 11/1/2021

SUBJECT Property Tax Affordable Housing Levy for 2022

Key Points

- The Affordable Housing Fund is funded by a $6 million annual property tax levy which was approved by the citizens of Vancouver in 2016.
- Proposition 1, which was approved by the citizens of Vancouver in November 2016, authorized a $6,000,000 annual property tax levy for 7 years, beginning in 2017. By authorizing a 0.0 percent increase, the $6,000,000 levy will remain as is. Information provided by the Washington State Department of Revenue states that the dollar amount stated in the ballot title is limiting amount, and the highest lawful levy amount is $6,000,000.
- Approval of a 0.0 percent increase would result in a City's resident's property tax related to the Affordable Housing Levy remaining the same for 2022 unless the property's assessed value has increased. Taxes are calculated as follows: Assessed value times Levy Rate divided by 1,000.

Strategic Plan Alignment

Goal 3, Objective 3.2: Improve services available to underserved or vulnerable residents.

Present Situation

Proposition 1 was approved by the citizens of Vancouver in November 2016, and authorized a $6,000,000 annual property tax levy for 7 years, beginning in 2017. Information provided by the Washington State Department of Revenue states that the dollar amount stated in the ballot title is limiting amount, and the highest lawful levy amount is $6,000,000.

Staff recommends that City Council approve a 0.0% increase in the property tax levy for the Affordable Housing Levy. Based on last year's Affordable Housing Fund levy of $6,000,000, the increase will be $0.00. Authorization of this requires a simple majority vote of City Council.

Staff estimates that the City's Affordable Housing Fund property tax levy rate in 2022 will range between $0.20 per $1,000 of assessed value to $0.21 per $1,000 of assessed value, compared to the actual 2021 affordable housing fund property tax levy rate of $0.2258 per $1,000. The decrease in the property tax levy rate is attributed to assessed values in the City increasing by approximately 12.2% compared to the prior year. Because of the limit on property tax increases, as discussed above, the property tax levy rate declines as assessed value increases. The statutory cap for the City's levy rate is $3.325 per $1,000 of assessed value.

Example calculation of City Property Tax:

Assessed Value 2021 $389,240	Levy Rate 2021 $0.22586 (per $1,000 assessed value; Affordable Housing Levy only)	2021 City Property Tax = $87.91
Assessed Value 2022 $436,709 (assumes assessed value increases 12.2%)	Estimated Levy Rate 2022 $0.20131 (per $1,000 assessed value; Affordable Housing Levy only)	2022 City Property Tax (hypothetical) = $87.91
AV increases 12.2%	Levy Rate declines	Annual tax increase $0.00 for this example taxpayer*

**If the assessed value of the resident's property as a percentage increased by less than 12.2%, the resident's annual taxes would be equal to or slightly less than the taxes paid to the city in 2021. If the assessed value of the resident's property increased by more than 12.2% from the previous year, the increase in the annual taxes would be slightly higher.*

Some citizens may qualify for tax relief, or qualify for a deferral program. To find out more information about this, residents should contact the Clark County Assessor's Office at 564-397-2391 or visit their website at http://www.clark.wa.gov/assessor/taxrelief/index.html.

Advantage(s)

Continued funding will be available to pay the costs authorized in the Affordable Housing Fund. The 0.0% increase would result in no increase in a city resident's property tax bill for the Affordable Housing Fund City portion of taxes for a home with an assessed valuation of $436,709 assuming the taxpayer's assessed value increased by 12.2% and assuming a levy rate of $0.20131.

Disadvantage(s)

None

Budget Impact

There will be no impact on budget for the on-going annual property tax collections; the budget forecasted a 1.0% increase for the General Fund.

Prior Council Review

2021-2022 Biennial Budget Council Workshop – Budget Packet on November 2, 2020

Action Requested

On November 1, 2021, subject to second reading and public hearing, approve the ordinance.

Carrie Lewellen, City Treasurer, 360-487-8482

ATTACHMENTS:

- Ordinance

10/25/21
11/01/21

ORDINANCE NO. __________

AN ORDINANCE relating to the annual property tax levy; authorizing an increase of 0.0% in the City's Affordable Housing Fund levy from the amount levied the previous year; and providing for an effective date.

WHEREAS, the City Council of the City of Vancouver, pursuant to RCW 84.55.120, is holding a public hearing and considered its budget for the calendar years 2021/2022; and

WHEREAS, the City of Vancouver's actual levy amount for the Affordable Housing Fund Levy from 2021 was $6,000,000; and

WHEREAS, the ballot title of Proposition 1 approved by Vancouver citizens in November 2016 limits the Affordable Housing Levy amount to $6,000,000 annually for seven (7) years beginning in 2017; and

WHEREAS, the population of the City of Vancouver is more than 10,000.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. That an increase in the regular affordable housing fund property tax levy is hereby authorized for the 2022 levy in the amount of $0.00, which is a percentage increase of 0.0% from the previous year.

Section 2. That the City Clerk is directed to transmit and file a certified copy of this ordinance with the Board of Clark County Commissioners and the Clark County Assessor following approval by City Council.

Section 3. That this ordinance shall go into effect five days after adoption.

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.

____
Anne McEnerny-Ogle, Mayor

Attest:

Approved as to form:

____
Natasha Ramras, City Clerk

____
Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. ________

AN ORDINANCE relating to the annual affordable housing property tax levy; authorizing an increase of 0.0% in the City's affordable housing fund levy from the amount levied the previous year; and providing for an effective date.

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

Item #11.

Staff Report 160-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 11/1/2021

SUBJECT Ad Valorem Taxes for 2022

Key Points

- Approving ad valorem taxes authorizes the County Assessor to levy real and personal property taxes.
- City staff have estimated the City should approve ad valorem taxes for 2022 in the amount of $60.7 million in order to fund the 2021-2022 biennial budget. Of this, $54.7 million is for general fund purposes, and $6 million is for the affordable housing fund.

Strategic Plan Alignment

N/A

Present Situation

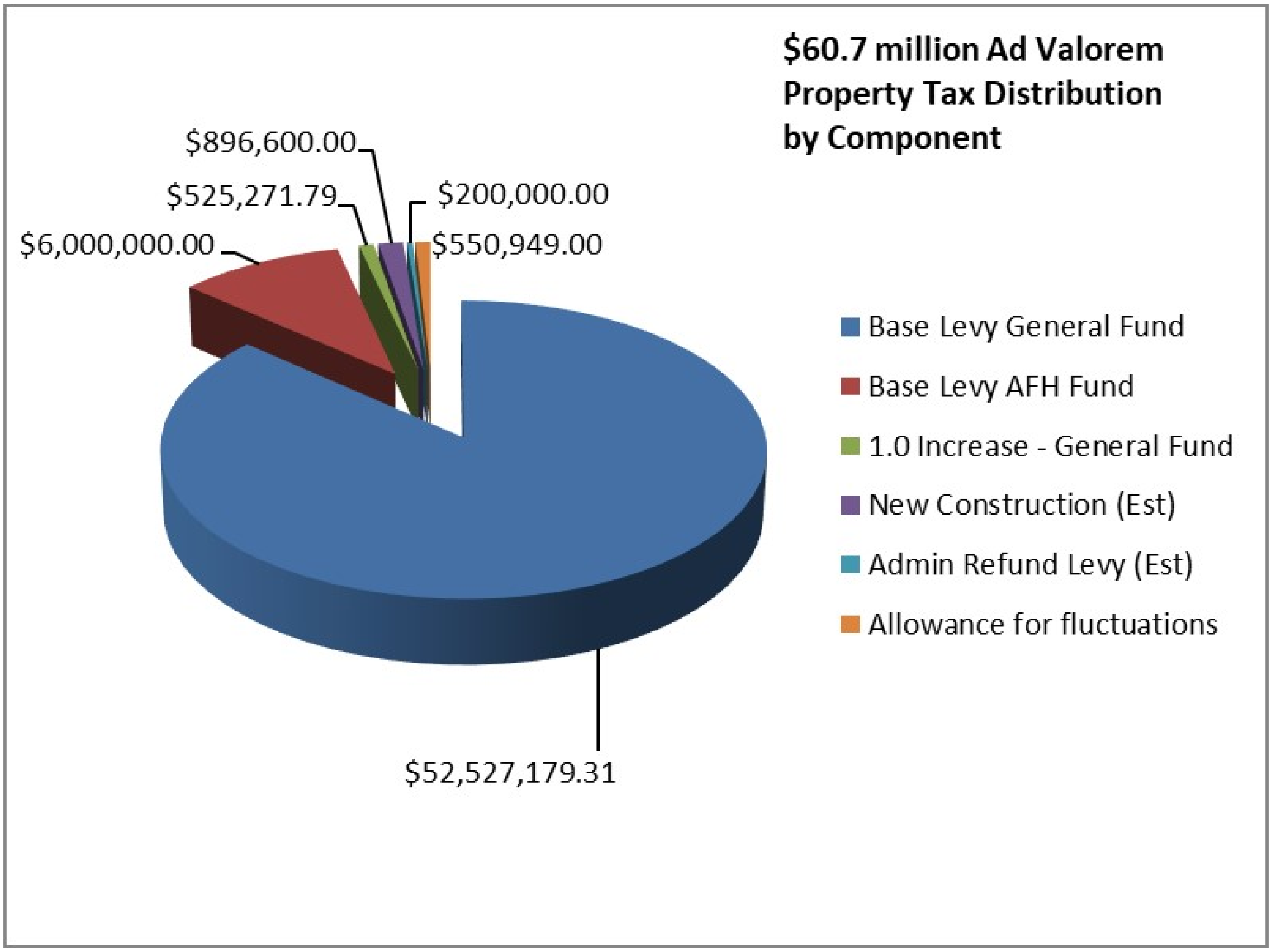
Pursuant to RCW 35.33.135, Council must approve an ordinance to fix and authorize the Clark County Assessor's Office to levy ad valorem taxes necessary to fund the City of Vancouver's 2021-2022 Biennial Budget.

An ad valorem tax (Latin for "according to value") is defined as a tax based on the value of real estate or personal property. An ad valorem tax is typically imposed at the time of a transaction(s) (a sales tax or value-added tax (VAT)), but it may be imposed on an annual basis (real or personal property tax) or in connection with another significant event (i.e. inheritance tax).

Staff currently estimates the 2022 real and personal property tax levy as $60.7 million, which includes a preliminary estimate of $897,000 in property tax revenue from new construction. The estimate of property tax from new construction will be updated based on the final new construction valuation provided by the Assessor's Office. The estimate of property tax revenue does not include the change in value of state-assessed utility property. Both of these amounts will not be final until December 2021.

City staff recommends that Council approve ad valorem taxes in the amount of $60.7 million, which is needed to fund the City's 2021-2022 biennial budget. Of the total, $54.7 million is for general fund purposes, and $6 million is for the affordable housing fund. Approving ad valorem taxes of $60.7 million allows the County Assessor's Office to levy real and personal property taxes to the full extent allowed under Washington State law. Staff anticipates that the final certified levy will be between $60.1 million and $60.3 million in 2022. If Council authorizes the ad valorem tax amount too low, the County Assessor's Office will only be allowed to levy up to the amount authorized by Council.

Staff recommends that City Council approve ad valorem taxes in the amount of $60.7 million for the 2022 real and personal property tax levy within the city limits of Vancouver. This estimated revenue source is necessary to fund the 2021-2020 Biennial Budget for the City of Vancouver.



Advantage(s)

Ad valorem taxes provide continued funding from the City's primary revenue source, which is necessary to fund the 2021-2022 Biennial Budget.

Disadvantage(s)

Ad valorem taxes increase; however, the increase is small and the specific impact on a property owner is dependent on the change in their assessed value.

Budget Impact

The amount of the ad valorem tax ordinance is included in the 2021-2022 Biennial Budget.

Prior Council Review

2021-2022 Biennial Budget Council Workshop – Budget Packet on November 2, 2020

Action Requested

On November 1, 2021, subject to second reading and public hearing, approve the ordinance.

Carrie Lewellen, City Treasurer, 360-487-8482

ATTACHMENTS:

- Ordinance

10/25/2021
11/01/2021

ORDINANCE NO. __________

AN ORDINANCE fixing and levying the amount of ad valorem taxes necessary to balance estimated revenue with estimated expenditures for the 2021/2022 Budget for the City of Vancouver; providing for an effective date.

WHEREAS, the City Council finds that the total net amount of $60,700,000 in revenue must be raised by ad valorem taxes on real and personal property within the corporate limits of the City of Vancouver to balance estimated revenues and expenditures for the 2021/2022 budget for the City of Vancouver.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. There is hereby fixed to be raised by general property taxes upon real and personal property within the City of Vancouver the amount of $60,700,000, for the following purposes:

Amount of tax levy for General Government Purposes	$54,700,000
Affordable Housing Levy	$ 6,000,000
Total Levy Amount	$60,700,000

Section 2. The City Clerk is directed to transmit and file a certified copy of this ordinance with the Board of Clark County Commissioners and the Clark County Assessor following approval by City Council.

Section 3. This ordinance shall take effect five days after adoption.

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.

____
Anne McEnerny-Ogle, Mayor

Attest:	Approved as to form:
_________________________________	_________________________________
Natasha Ramras, City Clerk	Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. ________

AN ORDINANCE fixing and levying the amount of ad valorem taxes necessary to balance estimated revenue with estimated expenditures for the 2021/2022 Budget for the City of Vancouver; providing for an effective date five days after adoption.

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

MEMORANDUM

DATE: November 1, 2021

TO: Mayor and Council

FROM: Mayor Anne McEnerny-Ogle

RE: **Interstate Bridge Replacement Program (IBRP) – Executive Steering Group Meeting**

The Executive Steering Group (ESG) for the Interstate Bridge Replacement Program (IBRP) met on Thursday, October 21. At the meeting, ESG members concurred on: a) a set of IBRP desired outcomes; b) a screening criteria process; and c) a preliminary set of design options to be modeled for further analysis. Comments from members centered around support for these items with reiteration that the Program timing to reach agreement on an IBR Solution by spring 2022 is fast.

Following the ESG meeting the IBRP began broad roll out of the preliminary design options for public comment. Attachment A lists the venues for community feedback on those options through fall and early winter.

In addition to the October ESG meeting, the Bi-State Legislative Action Committee met on October 27th and discussed the status of the IBRP. Members primarily expressed support for the Program, noting the bridge's importance for the region's economy through congestion relief, additional travel options, and enhanced freight flow. They also expressed a desire to discuss a governance structure for operating and maintaining the bridge, tolling, and modeling outcomes at their next meeting. Several members reiterated their support for reaching an IBR Solution in spring 2022.

Staff will return to Council on November 15th in preparation for the November 18th ESG meeting. Preliminary agenda items for the November ESG meeting include an overview of screening criteria, results of partner surveys, and an overview of process and procedures to discuss tolling.

Following the November ESG meeting, staff will return to Council on December 6th for a brief report on the November ESG meeting. A Council workshop is scheduled for December 20th to discuss moving forward with a preferred design option for consideration in early 2022. Modeling results, a list of trade-offs, and community feedback for each of the design options will be available. Key issues for discussion will be potential transit alignment and mode plus station and park & ride locations, active transportation facilities, and design of interchanges at SR14, Mill Plain, and Fourth Plain. In January, staff will return to further discuss the design options and request Council's feedback on which alignment(s) best meet the City's desired outcomes.

The October 21 ESG meeting can be viewed here: ESG October 21 Meeting | I-5 Bridge Replacement Program (interstatebridge.org (https://www.interstatebridge.org/get-involved-folder/calendar/esg-october-21-meeting/). The October 27th Bi-State Legislative Action Committee meeting can be viewed here: https://www.tvw.org/watch/?eventID=2021101206.

Attachment A: IBRP Fall Engagement

FALL COMMUNITY ENGAGEMENT

The focus of the fall community engagement effort will be to inform and engage the community on preliminary design options and the process for identifying the multimodal IBR solution. Advertising and notifications efforts planned for this time period will focus on getting the word out about the opportunity to participate in a survey to help inform technical staff and the decision makers of community needs and priorities as it relates to the design options being analyzed through the screening process.

Community Briefings will provide an overview of the program process to identify an IBR solution and promote participation in a digital survey to gather community feedback on design options. Links to participate in these virtual events will be available later this week, and will be emailed out the first week of November in our monthly newsletter. We appreciate and welcome any assistance in helping to spread the word about these upcoming engagement opportunities.

November-December 2021

- October 26th | Open House is live
- November 10th | Community Input Survey is live
- November 10th | Community Briefing Event
- November 13th | Community Briefing Event
- November 17th | Community Briefing Event
- November 13th | Community Briefing Event
- December 10th | Community Input Survey Closes
- Early January | Community engagement preliminary results presented
- Late January | Final Community engagement report

Community Briefings

Date/Time	Link to Webinar/Video and Meeting Materials
November 10, 2021 6:00 AM – 7:30 PM	https://www.interstatebridge.org/get-involved-folder/calendar/community-briefing-11-10/
November 13, 2021 10:30 AM – 12:30 PM	interstatebridge.org/get-involved-folder/calendar/community-briefing-11-13/
November 17, 2021 4:30 PM – 6:00 PM	https://www.interstatebridge.org/get-involved-folder/calendar/community-briefing-11-17/
November 22, 2021 11:00 AM – 12:30 PM	https://www.interstatebridge.org/get-involved-folder/calendar/community-briefing-11-22/

PUBLIC MEETINGS: NOVEMBER-DECEMBER 2021

November

- 4th | Community Advisory Group
- 15th | Equity Advisory Group
- 16th | Multimodal Community Working Group
- 18th | Executive Steering Group
- 18th | Downtown Vancouver Community Working Group
- 23rd | Bi-state Legislative Committee
- 23rd | Active Transportation Community Working Group

December

- 2nd | Community Advisory Group
- 6th | Bi-state Legislative Committee
- 7th | Hayden Island/Marine Drive Community Working Group
- 16th | Executive Steering Group
- 20th | Equity Advisory Group

Steering and Advisory Groups

All steering and advisory group meetings are open to the public via Zoom or phone, as well as live streamed on the IBR YouTube channel. An opportunity for public input is offered at each meeting, and can also be shared via email or phone. Meeting materials including recordings, agendas, presentations, public comments and meeting summaries are posted online and available at the links below.

Executive Steering Group

Date/Time	Link to Webinar/Video and Meeting Materials
November 18, 2021 10:00 AM - 12:00 PM	www.interstatebridge.org/get-involved-folder/calendar/esg-november-18-meeting/
December 16, 2021 10:00 AM - 12:00 PM	www.interstatebridge.org/get-involved-folder/calendar/esg-december-16-meeting/

Community Advisory Group

Date/Time	Link to Webinar/Video and Meeting Materials
November 4, 2021 4:00 PM – 6:00 PM	www.interstatebridge.org/get-involved-folder/calendar/cag-nov-4-2021-meeting/
December 2, 2021 4:00 PM – 6:00 PM	www.interstatebridge.org/get-involved-folder/calendar/cag-dec-2-2021-meeting/

Equity Advisory Group

Date/Time	Link to Webinar/Video and Meeting Materials
November 15, 2021 5:30 PM - 7:30 PM	www.interstatebridge.org/get-involved-folder/calendar/eag-november-15-meeting/
December 20, 2021 5:30 PM - 7:30 PM	www.interstatebridge.org/get-involved-folder/calendar/eag-december-20-meeting/

Bi-state Legislative Committee

Date/Time	Link to Webinar/Video and Meeting Materials
November 23, 2021 9:00 AM – 12:00 PM	https://www.interstatebridge.org/get-involved-folder/calendar/bi-state-legislative-committee-nov-23-2021/
December 6, 2021 9:00 AM – 12:00 PM	https://www.interstatebridge.org/get-involved-folder/calendar/bi-state-legislative-committee-dec-6-2021-1/

Community Working Groups

Note: Community Working Groups are not formal advisory groups, and therefore do not take public comment at the meetings. However, meetings are live streamed and recordings are available on the IBR YouTube channel. The public is welcome to submit any comment or question they have to info@interstatebridge.org.

Active Transportation Community Working Group

Date/Time	Topics	Video Link
November 23, 2021 4:30 – 7:00 PM	Comparison of Active Transportation Options and Key Issues	www.youtube.com/watch?v=ihU9Q69JrE4

Downtown Vancouver Community Working Group

Date	Topics	Video Link
November 18, 2021 4:30 – 7:00 PM	Transit Access and Community Integration	www.youtube.com/watch?v=XAWFVpvpb40

Hayden Island/Marine Drive Community Working Group

Date	Topics	Video Link
November 8, 2021 4:30 – 7:00 PM	Transit Access and Community Integration	www.youtube.com/watch?v=lzNDruXOy4g
December 7, 2021 4:30-7:00 PM	Transit Access and Community Integration	www.youtube.com/watch?v=lzNDruXOy4g

Multimodal Commuter Community Working Group

Date/Time	Topics	Video Link
November 16, 2021 4:30 – 7:00 PM	Transit Integration and Highway Access/Capacity	www.youtube.com/watch?v=zRSXXS0ryoo

MEMORANDUM

DATE: November 1, 2021

TO: Mayor and Council

FROM: Eric Holmes, City Manager

RE: **Vancouver Climate Action Plan**

This status report on the development of Vancouver's Climate Action Plan is intended to provide an overview of the process and the progress that has been made in this effort since the last Council workshop on July 26, 2021. The status report appears on pages 1-3 of the attached memo. Attachments A, B, C, and D were parts of earlier Council packets and are included here for context and refresher.

This is just intended to inform Council of the continuing effort and there is no ask of Council at this time. Staff will be available to answer questions under City Manager Communications. The next Council workshop is scheduled for March 2022 to review draft actions and initial public input to those actions.

There will also be an introduction of Rebecca Small, the new Senior Policy Analyst, who will be taking over day-to-day management of Vancouver's climate work, including work on the Early Action Package that Council reviewed at the July workshop.

CAP Status Report & Early Action Package

This memo (pages 1-3) provides an update and additional context on Vancouver's process to develop a Climate Action Plan (CAP) since the July 26, 2021 City Council workshop. Attachments A, B, C, and D provide a refresher on helpful context from previous City Council packets. Key updates are summarized below and detailed herein.

- The City is exploring the **actions needed to reach Leading Edge targets**: carbon neutrality by 2040 in the City and community, with 80% reduction in City emissions by 2025 and community emissions by 2030. As of October 22, City staff and Cascadia are **on track** to complete the CAP by June 2022 and are **20% of the way through the action development process** (see Figure 1). Key accomplishments and upcoming milestones are:
    - **September 2021:** City staff and Cascadia established a **formal roundtable process** to develop Leading Edge actions with the community and business and implementation partners.
    - **September-October 2021:** Roundtable participants **met four times** to develop high-impact and high-priority resilience-building and emissions-reducing actions. Cascadia completed the **first round of quantitative modeling** of emissions reductions from potential CAP actions.
    - **November-December 2021:** City staff will review and provide **feedback** on the draft actions. Cascadia will complete a **second round of modeling** of emissions reductions. Roundtable participants will meet to further refine high-priority actions and develop additional actions to support implementation of high-priority actions.
    - **January-March 2022:** Following completion of a **qualitative multi-criteria analysis**, draft actions will be distributed for **broad community input** through a community survey and workshop. Cascadia will then **return to City Council** to present draft CAP actions based on input from roundtable, City staff, and broad community input.

- In consultation with City staff, Cascadia developed and presented an **Early Action Package** in the July 26, 2021 City Council meeting. It is **provided herein** for reference and further discussion. These actions support one or more strategies in the roadmap and were developed to:
    - Support one or more roadmap strategies.
    - Align the City to state standards.
    - Leverage opportunities presented by recently passed state legislation (see the Washington Policy Overview section of the memo for a summary of this legislation).
    - Provide a foundation for future CAP action.
    - Offer near-term emissions reductions and opportunities for City leadership.
    - Consider input received during development of the strategy roadmap.

- City staff developed an **interim green building policy**, which supports Early Action #1 and is provided following the Early Action Package.

- The strategy roadmap is provided for reference at the end of the memo. To meet the Leading Edge targets, some **strategies** will remain **unchanged**, some will be **refined**, and some will be **eliminated**. We also anticipate developing a few **new strategies** to support Leading Edge targets.

STATUS REPORT

Overview of CAP Process

The City of Vancouver is developing a Climate Action Plan (CAP), with plans to begin implementation in 2022-2023. To date, public, stakeholder, and staff input, as well as best practices and current research in climate planning, have been used to develop a roadmap of the most impactful, systemic strategies to shift Vancouver toward carbon neutrality and increased community resilience. In the coming months, public, stakeholder, and City staff input will continue to shape the development of the actions that will ultimately set Vancouver on their path to carbon neutrality (see Figure 1). To co-develop Vancouver CAP actions with the community and stakeholders, City staff and Cascadia are facilitating an iterative process with five anticipated touchpoints. Actions will be consistent with City Council direction on July 26, 2021 to explore a Leading Edge approach to climate action and will build on the strategy roadmap completed in March 2021.[1] Touchpoints will cover:

- **Touchpoints 1 & 2** will focus on initial development of resilience (i.e., adaptation) actions across sectors and high-impact emissions-reducing (i.e., mitigation) actions in the transportation, buildings/energy, and carbon sequestration sectors. The project team will hold four roundtables in September-October 2021.
- **Touchpoint 3** will focus on refining resilience actions and the modeled high-impact actions, and developing supporting actions. It will include roundtables, followed by a broad community workshop and survey in fall-winter 2021-2022.
- **Touchpoint 4** will focus on refining actions based on roundtable, workshop, survey, and City staff input in winter-early spring 2022.
- In **Touchpoint 5,** we will circulate the draft Vancouver CAP for broad public review and likely hold a final roundtable before finalizing the CAP in mid-2022.

Status Report

The process is **on track,** with no anticipated schedule pressure. Action development is approximately 20% complete and will be approximately 60% complete after Touchpoint 3. See key milestones in Figure 1 and a detailed CAP timeline in Figure 2.

[1] Leading Edge refers to the GHG emissions reduction targets the City of Vancouver is exploring. These are 80% community emissions reductions by 2030 and community carbon neutrality by 2040; 80% City emissions reductions by 2030 and City carbon neutrality by 2040.

Figure 1. Major milestones in the development of the Vancouver CAP. The star indicates where the process is today.

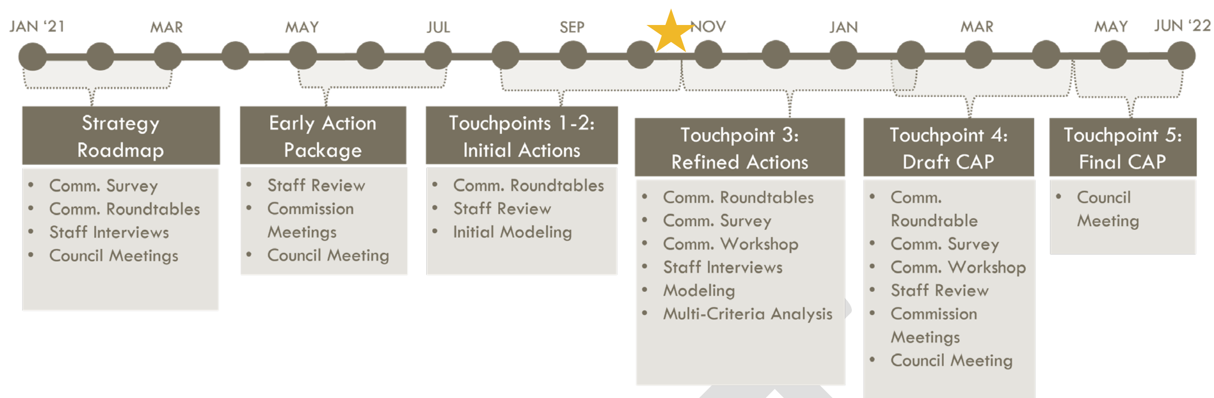
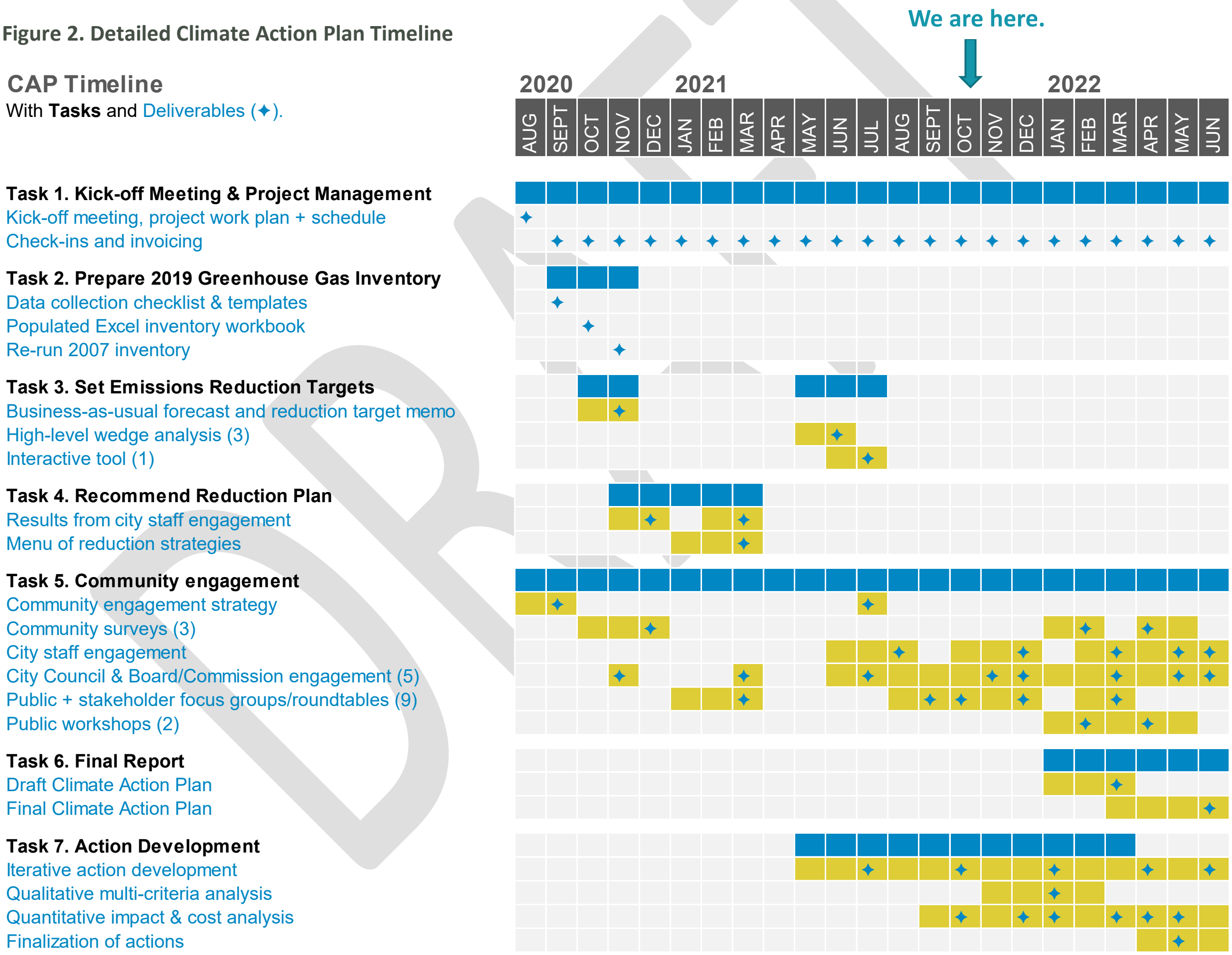


Figure 2. Detailed Climate Action Plan Timeline



ATTACHMENT A: EARLY ACTION PACKAGE

Attachments A, B, and C provide a summary of the memo provided in support of the July 26, 2021, City Council workshop. The original memo provides a detailed description of the process used to develop the 13 actions recommended for early adoption and implementation by the City of Vancouver, the Interim Green Building Policy, and Washington's recent environmental legislation and policy updates.

The City of Vancouver is developing a Climate Action Plan, with plans to begin implementation in 2022-2023. To date, public, stakeholder, and staff input, as well as best practices and current research in climate planning, have been used to develop a menu of the most impactful, systemic strategies to shift Vancouver toward carbon neutrality and increased community resilience. In the coming months, public, stakeholder, and City staff input will continue to shape the development of the actions that will ultimately set Vancouver on their path to carbon neutrality.

The engagement to date, along with a review of current City plans and programs, Washington state policy, and best practices of peer cities, has suggested early actions the City could implement now to jumpstart progress toward a more sustainable future. These actions will be previewed at the July 26, 2021, City Council meeting. Early actions were determined using the following criteria:

- Necessary changes to come into alignment with state building, energy, and other sustainability-related standards.
- Lays a foundation for future implementation.
- Balances necessary changes and foundational action with actions that result in near-term (i.e., next 1-2 years) emissions reductions.
- No engagement is needed *or* we have already heard strong community and stakeholder support.
- A focus on municipal actions to demonstrate City leadership.
- Fits local context.
- Key opportunities presented by the most recent state legislative session.

We used the following sources to develop early actions:

- Staff feedback.
- Stakeholder feedback from community roundtables (e.g., Clark PUD (CPU), Northwest Natural (NWN), Climate Solutions).
- Washington policies related to climate change and sustainability.
- Other climate action plans from the cities of Redmond (WA), Everett (WA), Flagstaff (AZ), and Providence (RI).

Summary of Early Actions

The table below summarizes the 13 actions recommended for early adoption and implementation by the City of Vancouver. The following pages provide additional detail on the actions.

Since most Natural Systems and Green Economy actions are lower impact in terms of emissions reduction and would need community engagement to refine, we do not recommend any actions in these sectors for early implementation. While we do not include any actions specific to the Equity sector, in other sectors we have incorporated equity actions that already have community support and are unlikely to require additional community engagement.

Actions
Buildings & Energy
1. Develop a comprehensive green building policy for City-owned and occupied buildings and the private sector that is consistent with or exceeds state standards.
2. Expand energy and water conservation retrofits and operational improvements to all municipal buildings and operations, beginning with retrofits that staff have already identified as feasible and promising investments.
3. Work with CPU to transition to 100% renewable energy for electricity use in municipal buildings, starting in 2021.
4. Work with CPU and NWN to subsidize home energy efficiency and weatherization retrofits for affordable housing units and housing that serves low-and fixed-income populations.
Transportation & Land Use
5. Partner with CPU, C-TRAN, and Waste Connections to expand electric buses and electric contracted waste collection vehicles, prioritizing implementation in communities overburdened by local air pollution and with higher rates of asthma and other respiratory ailments.
6. Develop and implement a fleet EV charging infrastructure program.
7. Introduce a policy to replace City fleet vehicles with electric at the time of replacement. This policy applies to City-owned cars and light- and heavy-duty trucks.
Solid Waste
8. Develop and enforce a City of Vancouver environmentally preferable purchasing policy (EPP).
9. Require food waste composting and glass and co-mingled recycling at all City buildings and for all municipal operations.
Water & Wastewater
10. Develop a solids management and resource recovery plan for wastewater facilities that generates renewable energy and beneficial materials.
Governance
11. Release a supplemental climate and sustainability priority declaration.
12. Build critical staff capacity to support CAP development and implementation.
13. Establish a municipal energy fund to create a self-sustaining source of funds for investing in energy-efficient municipal operations.

Detailed Description of Early Actions

Buildings & Energy

1. **Develop a comprehensive green building policy for City-owned and occupied buildings and the private sector that is consistent with or exceeds state standards.** This policy applies to both new and existing City-owned buildings and new private-sector buildings. It should meet or exceed the standards in the state's Clean Buildings Act and municipal high-performance building standards. The City will use the policy development process to determine specific requirements and standards of the policy; in the meantime, an Interim Green Building Policy will apply. As another first step to implement this action, the City should identify buildings to participate in the Early Adopter Incentive Program, which provides a one-time incentive payment of $0.85 per gross s.f. of floor area for certain large commercial and multi-family buildings that demonstrate early compliance with the Clean Buildings Act requirements. Once developed/adopted, the green building policy may be expanded to single-family developments – outcomes are dependent on community engagement. Future state legislation and rulemaking may also drive the City's policy for single-family developments – for example, beginning in 2024, EV readiness will be required for new single-family construction.
    - Source: Staff Feedback, CPU, Community roundtables, Flagstaff CAAP
2. **Expand energy and water conservation retrofits and operational improvements to all municipal buildings and operations**. The first step is to begin with retrofits that staff have already identified as feasible and/or promising investments. These investments may cover streetlights, traffic signals, pump stations, or other infrastructure such as Tier 1 and Tier 2 buildings (which the City intends to retain long-term). CPU has a number of existing programs to support this expansion. Energy benchmarking should be included in the implementation of these initial retrofits, then expanded to a system-wide municipal energy benchmarking system to identify priority facilities for retrofitting and efficiency investments.
    - Source: Redmond ESAP, Staff feedback, CPU
3. **Work with CPU to transition to 100% renewable energy for electricity use in municipal buildings, starting in 2021.** CPU's existing programs would enable the City to achieve 100% renewable electricity in municipal buildings. This may include the purchase of renewable energy credits (RECs) or renewable natural gas. The first step is to meet with CPU to determine the most cost-effective approach to make the transition in 2021.
    - Source: Flagstaff CAAP
4. **Work with CPU and NWN to subsidize home energy efficiency and weatherization retrofits for affordable housing units and housing that serves low-and fixed-income populations.** Evaluate existing energy efficiency programs and work with community organizations that represent and serve overburdened communities to share information in culturally appropriate ways. The state's Matchmaker program and Weatherization Plus Health program are two available mechanisms to fund weatherization improvements. The Matchmaker program matches utilities dollar-for-dollar in weatherization investments in low-income homes and homes where people have asthma. The Weatherization Plus Health program supports local public health agencies and other community partners with home-based risk reduction and energy savings solutions. As the state's Climate Commitment Act and Clean Fuel Standard are implemented, additional significant funding sources are expected to become available. This early action will help the City and community be ready to rapidly scale these investments when these funding sources become available.
    - Source: Providence CJP, Flagstaff CAAP, Community roundtables

Transportation & Land Use

5. **Partner with CPU, C-TRAN, and Waste Connections to expand electric buses and electric contracted waste collection vehicles, prioritizing implementation in communities overburdened by local air pollution and with higher rates of asthma and other respiratory ailments.** The first step in this process is for the City to meet with CPU, C-TRAN, and Waste Connections to identify opportunities and barriers within City limits that the City could address to streamline and/or expand implementation. The City would provide funding or other support to further expand these existing programs in overburdened communities. After successful implementation in communities overburdened by local air pollution and with higher rates of asthma and other respiratory ailments as well as other low-income communities and communities of color, the City should expand the program to the remainder of the community until all feasible and/or applicable vehicles have been electrified. The expansion can be based on a prioritization study or other analysis.
    - Source: CPU
6. **Develop and implement a fleet EV charging infrastructure program.** CPU and Columbia-Willamette Clean Cities have grant programs that can assist with implementing this action; the Clean Cities program would focus on overburdened communities. The first step in this process is working with the Fleet Department to conduct an inventory and analysis of the City's current municipal fleet to identify 1) what the current breakdown of vehicles is by vehicle type; 2) identify priority vehicles to be electrified (e.g., passenger cars or heavy fuel consumers); 3) determine the location(s) where priority vehicles are located; and 4) determine if the location(s) that the priority vehicles are stored have the necessary electrical infrastructure to support EV chargers and what type of charger(s) would be needed (e.g., level 1, 2, or 3). Once this analysis is concluded the City should pilot an EV charger—or chargers—in that location. If possible, the City should look for opportunities to locate EV chargers in areas that are accessible to the City and general public, with a preference for areas of the community currently underserved with EV charging. Facilities staff suggested prioritizing fleet EV charging, then employee/public EV charging on City property. To avoid issues around the gift of public funds, the City can require payment for charging. The City of Seattle, which takes the conservative approach and requires payment for an EV charge, developed an employee use agreement that clearly spells out rules of use and payment requirements. Implementing this action along with Action 4 (100% renewable electricity for municipal facilities) will result in immediate emissions reductions from the fleet as well.
    - Source: Staff feedback, CPU
7. **Introduce a policy to replace City fleet vehicles with electric at the time of replacement.** This policy applies to City-owned cars and light- and heavy-duty trucks, and excludes equipment such as leaf blowers and backhoes. This policy would be pursued once the EV charging infrastructure program is in place. Washington state has a similar law in place that could be refined and adopted for use in Vancouver. This law requires state agencies "to satisfy 100% of their fuel usage for operating publicly owned vessels, vehicles, and construction equipment from electricity or biofuel" and includes exceptions where fuel is not reasonably available and for other specific use cases. The City could modify this language to focus on cars, and light- and heavy-duty trucks, and include needed exceptions. Where zero-emissions vehicles (ZEVs) are not yet feasible, which is likely the case for heavier-duty vehicles, short-term leases or other short-term arrangements should be prioritized. This will provide time for viable light- and heavy-duty ZEV vehicles to come to market, as is currently planned in California, and help ensure that long-term investment remains focused on vehicles with zero emissions. In Washington state, the Climate Commitment Act and Clean Fuel Standard both include programs to support expanded vehicle electrification. Under the Clean Fuel Standard, clean fleet operators are expected to generate revenue.
    - Source: Everett CAP, Staff feedback

Solid Waste

8. **Develop and enforce a City of Vancouver environmentally preferable purchasing policy (EPP).** At a minimum, the City's EPP should prioritize the purchasing of durable and repairable goods to reduce end-of-life emissions, prioritize green cleaners to improve indoor air quality, explore contracts and markets for recycled goods, include a preference for purchasing locally generated compost to help "close the loop" on the local food waste cycle, and support locally owned companies, especially those owned by women and people of color. The EPP may also include a requirement for conducting a life cycle analysis for goods and services to better capture the resources and emissions required to manufacture, package, and transport products. The first step in this process is to review EPPs from other jurisdictions, to provide a starting point for Vancouver's EPP. In the review, we recommend including Clark County's environmentally responsible purchasing policy and the City of Portland's sustainable procurement policies to support regional supply chains, and King County's sustainable procurement policy to provide a point of comparison with another large local jurisdiction. Clark County and King County both have a sustainable purchasing guide that could serve as a checklist for City staff to immediately begin to make more sustainable procurement decisions while the EPP is being developed. Early communication with policymakers and the community will also be needed to ensure there is a collective understanding of what materials are accepted for recycling and composting in Vancouver's current system (e.g., Dirt Hugger does not accept "compostable" plastic, biodegradable, or paper products).
    - Source: Everett CAP, Redmond ESAP
9. **Require food waste composting and glass and co-mingled recycling at all City buildings and for all municipal operations**, including specialized items such as e-waste, printer cartridges, scrap metal, batteries, block foam, and film. The first step is to discuss how to expand these services to all City buildings. This may include researching and expanding contracts and markets for recycled goods and end-of-life materials (e.g., Earth Friendly, Total Reclaim, EcoLights Northwest), which also supports Early Action #8 (EPP Policy). Another option for an early step is outreach and education to City employees, such as the development of a City "green team" with representatives from each building and/or department or requiring waste and recycling education as part of new employee orientation. Identifying appropriate education and outreach could be an outcome of the staff survey proposed in Early Action #12 (critical staff capacity).
    - Source: Redmond ESAP, Staff feedback

Water & Wastewater

10. **Develop a solids management and resource recovery plan for wastewater facilities that generates renewable energy and beneficial materials** (i.e., biosolids or biochar for fertilizer). Consistent with trends in wastewater treatment operations, this action combines increased energy efficiency and smart controls with renewable energy generation and production of beneficial materials. It applies to new projects and upgrades of existing equipment for wastewater treatment. It is also recommended that the City's Public Works department coordinate collection of applicable biosolids from other operations, such as food waste composting. As a first step, the City of Vancouver should review operations at peer facilities such as Spokane City/County and Eugene/Springfield (Oregon) as well as King County's Cedar Hills Landfill and wastewater treatment plants. All have biogas recovery. King County has created and utilized significant volumes of renewable energy from waste productions. In addition to generating renewable natural gas, King County's wastewater treatment facilities use biogas for the generation of electricity and heating.
    - Source: Staff feedback, Flagstaff CAAP

Governance

11. **Release a supplemental climate and sustainability priority declaration.** Following the City Council retreat in spring 2021, City Council named climate action as a key theme for near-term work. They also acknowledged the ongoing question of whether climate action sits within a single initiative or applies to multiple initiatives. This declaration would provide additional clarity and specificity on these topics. In addition to providing clarity and specificity, its purpose is to further empower City staff to make climate and sustainability a priority in their work and demonstrate the City's commitment to climate action to the community. The declaration would include a clear statement that climate change should be integrated and prioritized in all existing initiatives and direct key first steps to take in mainstreaming climate change in City processes, programs, and initiatives. Key first steps could include prioritizing implementation of the early actions in this package, integrating climate action criteria and priorities into the budget process, and working with City staff to identify near-term sustainability projects that ARPA funds could support. This declaration could also be accompanied by a statement of support for existing City plans and efforts that advance climate and sustainability goals, such as the audit of Title 20 of the municipal code, using the construction of Fire Station 3 and the new Operations Center as a pilot/demonstration of sustainability best practices, considering climate and sustainability in the Transportation Systems Plan update (e.g., consider micromobility policies), and implementation of Reside Vancouver.
    - Source: Staff feedback
12. **Build critical staff capacity to support CAP development and implementation.** High-priority needs include a CAP Lead and hiring a grant writer to support funding for CAP implementation. The first step is to recruit a senior policy analyst to lead CAP implementation, which will provide sufficient time for onboarding and help ensure readiness for implementation. A grant writer can support the need for expanded capacity to implement CAP actions. Once onboarded, the City will need to consider whether additional support such as a sustainability coordinator may be needed. Priority initial actions for these new hires include familiarizing with potential long-term funding sources for CAP implementation and conducting a baseline assessment of City staff knowledge and capacity to address climate change in their work. Results of these early actions could be used to develop a City staff climate education plan, inform the development of governance actions, and inform CAP implementation planning.
    - Source: Staff feedback, Everett CAP
13. **Establish a municipal energy fund to create a self-sustaining source of funds for investing in energy-efficient municipal operations.** Energy efficiency retrofits can lead to significant savings for City operations. These savings could be returned to the municipal energy fund for reinvestment into mitigation and adaptation actions. This action directly supports Early Action #2 and may include additional LED traffic and street lighting retrofits, solar energy projects, and electric vehicles/charging. These projects should prioritize those that continually reduce operating costs and emissions. The first step in this process is to review energy funds from other jurisdictions such as Ann Arbor's Municipal Energy Fund, to provide a starting point for Vancouver's. After successful implementation, the City of Vancouver should partner with local businesses to develop similar funding mechanisms – this type of fund should be feasible for many local businesses that own and operate a large number of facilities.
    - Staff feedback

Equity

In other sectors, we have incorporated key equity actions that already have community support and are unlikely to require additional community engagement.

Green Economy

Since most Green Economy actions are lower impact and would need community engagement to refine, we do not recommend any actions in this sector for early implementation.

Natural Systems

Since most Natural Systems actions are lower impact and would need community engagement to refine, we do not recommend any actions in this sector for early implementation.

ATTACHMENT B: INTERIM GREEN BUILDING POLICY

Attachments A, B, and C provide a summary of the memo provided in support of the July 26, 2021, City Council workshop. The original memo provides a detailed description of the process used to develop the 13 actions recommended for early adoption and implementation by the City of Vancouver, the Interim Green Building Policy, and Washington's recent environmental legislation and policy updates.

In support of Early Action #1, City staff developed an interim green building policy. This policy will apply while the comprehensive green building policy is developed as part of Early Action #1.

The Interim Green Building Policy is as follows:

- Certification at the LEED Buildings Design + Construction (BD+C) Gold standard or equivalent from alternative rating system for all projects covered under a development agreement except those that the Planning Commission has already issued a recommendation on. The Planning Official shall have the ability to adjust the LEED requirements on certain uses in private developments where requiring LEED certification is not applicable based on building type or would have no benefit.
- Certification at the LEED for Neighborhood Development Gold standard or equivalent from alternative rating system for all projects over 50 acres that enter into a development agreement except those that the Planning Commission has already issued a recommendation on.
- Certification at the LEED Buildings Design + Construction (BD+C) Platinum standard or equivalent from alternative rating system for all city-owned and occupied projects intended for full-time staff or public occupancy; consider the Institute for Sustainable Infrastructure Envision Standard as alternative. The Director of Public Works shall have the ability to adjust the LEED requirement where LEED is not applicable or appropriate based on building or project type.
- All projects covered by this interim green building policy are required to be electric-vehicle ready. The greater of one parking space and one accessible parking space or 10 percent of each type of parking space (regular and accessible), rounded to the next whole number, must be provided with wiring or raceway size to accommodate 208/240 V 40-amp or equivalent electric vehicle charging.
- This interim policy will be in place until a broader policy can be developed and adopted.

ATTACHMENT C: WASHINGTON POLICY OVERVIEW

Attachments A, B, and C provide a summary of the memo provided in support of the July 26, 2021, City Council workshop. The original memo provides a detailed description of the process used to develop the 13 actions recommended for early adoption and implementation by the City of Vancouver, the Interim Green Building Policy, and Washington's recent environmental legislation and policy updates.

Washington's recent legislative sessions have been among the most consequential in state history for environmental policy. Together, recent legislation places an economy-wide cap on carbon, is driving decarbonization of the transportation and building sectors, limits overall waste and pollutants in the state, and embeds environmental justice in state policy. Key legislation is summarized below.

It is important to note that there are many details to be determined through rulemaking for many of these policies. It will take time to understand what the City will be able to control and influence, what specific funding sources will become available, and on what timeline.

Overarching/Governance

Climate Commitment Act

Bill Number: SB 5126

Description: Passed in 2021, the Climate Commitment Act (known as Cap and Invest) places an economy-wide cap on carbon to meet state GHG reduction targets and remain consistent with best available science, while minimizing the use of offsets to meet those targets. It includes natural gas allowances for existing buildings, allowances for energy-intensive trade-exposed industries, and excludes emissions sources such as aviation fuel, biomass, and biofuels. It works in concert with the HEAL Act to assess environmental justice (EJ) impacts and direct investments to overburdened communities.

Healthy Environment for All (HEAL) Act

Bill Number: SB 5141

Description: Passed in 2021, the HEAL Act defines EJ in state law and embeds it in state agency work including engagement, budgeting, funding, and strategic planning. It requires an EJ assessment of proposed and historic environmental bills, rulemakings, and budgets using Washington's Environmental Health Disparities Map and other tools. Like the Climate Commitment Act, it directs investments in climate-related actions to overburdened communities.

Buildings & Energy

Clean Energy Transformation Act (CETA)

Bill Number: SB 5116

Description: Passed in 2019, CETA requires a phase-out of coal by 2025, carbon-neutral electricity sales by 2030 and 100% clean energy by 2045. Utilities are the primary implementer of CETA.

Clean Buildings Act

Bill Number: HB 1257

Description: Passed in 2019, the Clean Buildings Act includes several provisions to increase energy efficiency and decrease the carbon intensity of energy used in both new and existing buildings. The Clean Buildings Act:

- Establishes a state energy performance standard for *new and existing commercial* buildings over 50,000 s.f.
- Establishes an Early Adopter Incentive Program for *new and existing commercial and multi-family residential* buildings over 50,000 s.f.
- Establishes a natural gas conservation standard for natural gas companies to "acquire all conservation measures that are available and cost-effective" (see Section 11). The initial conservation target must take effect by 2022. The social cost of carbon must be included in the cost-effectiveness analysis.
- Enables natural gas companies to establish renewable natural gas (RNG) programs to replace part of a customer's natural gas service. Requires by tariff a voluntary RNG service be available to all customers.
- Directs the State Building Code Council to develop, by 2021, rules requiring electric vehicle charging capability at all new buildings with on-site parking. The greater of 1 space or 10% of spaces must be provided. In 2021, the legislature passed HB 1287 extending these requirements, by rule, to new single-family construction by 2024 (see the Transportation & Land Use section for additional provisions of HB 1287).

The Clean Buildings Act will help the state comply with key provisions of SB 5854, which became law in 2009:

- SB 5854 led to the establishment of RCW 19.27A.160, which requires that residential and nonresidential construction permitted under the 2031 state energy code achieve a 70% reduction in annual net energy consumption, using the adopted 2006 Washington state energy code as a baseline. The reduction must be achieved by incremental progress made from 2013-2031.
- SB 5854 also amended RCW 19.27A.020 with a new provision to "construct increasingly energy efficient homes and buildings that help achieve the broader goal of building zero fossil-fuel greenhouse gas emission homes and buildings by the year 2031." RCW 19.27A.020 allows the state to pre-empt local residential energy codes.

HFC Superpollutants Act

Bill Number: HB 1112

Description: Passed in 2019, the Hydrofluorcarbon (HFC) Superpollutants Act requires that new equipment be manufactured without HFCs or using refrigerants with a lower global warming potential (GWP). Equipment covered by the law are being phased in each year, starting with 2020, and penalties apply for non-compliance. In 2021, HB 1050 applied Clean Air Act provisions for ozone depleting substances to HFCs and extended restrictions on higher GWP HFCs to new equipment such as ice rinks and stationary air conditioning.

Transportation & Land Use

Clean Fuel Standard

Bill Number: HB 1091

Description: Passed in 2021, the Clean Fuel Standard requires, by rule, a 20% reduction in the carbon intensity of transportation fuels by 2038, compared to a 2017 baseline level. Reductions in carbon intensity may be achieved through cleaner fuels or by purchasing clean fuel credits from cleaner producers such as those providing electricity as fuel. Boats, trains, aircraft, and military vehicles & equipment are excluded. The program is set to begin January 1, 2023.

It is important to note that the bill that passed the legislature made the start of the program contingent on the passage of a transportation package that includes an increase in the state motor vehicle and special fuel tax of at least five cents per gallon. However, the Governor vetoed this portion of the bill before signing HB 1091 into law, which may result in litigation.[2]

Forward Washington Transportation Package

Bill Number: SB 5165

Description: Passed in 2021 with a partial veto, the Forward Washington Transportation Package invests nearly $18 billion over 16 years. Washington Senate Democrats provided a brief summary of key investments and funding mechanisms in the transportation package; a complete list of projects (including the Interstate Bridge Replacement Program) is here.

Adoption of California's Vehicle Emissions Standards

Bill Number: SB 5811

Description: Passed in 2020, SB 5811 removes barriers that prevented Washington Department of Ecology from adopting California's vehicle emissions standards, which include low-emissions vehicle (LEV) and zero emissions vehicle (ZEV) standards. The standards require that all vehicle be low-emissions and a certain percentage of vehicles sold in the state be ZEV.

EV preparedness

Bill Number: HB 1287

Description: Passed in 2021, HB1287 requires the state Department of Transportation to develop a publicly available tool to find EV charging locations around the state, consistent with forecasted rates of EV adoption, travel, and use. The bill also extended the Clean Building Act's requirement for EV readiness to new single-family construction. The Governor vetoed a section of HB1287 that would have required all new cars and light-duty vehicles post-2030 to be EV, assuming 75% of registered cars and light-duty were participating in a road usage charge or similar fee mechanism.

Incentives for Fuel Cell Vehicles

Bill Number: SB 5000

Description: Passed in 2021, SB 5000 exempts new and qualifying used fuel-cell-powered EVs (e.g., hydrogen cars) from the sales and use tax. The 8-year pilot program begins July 1, 2022 and applies to fuel-cell-powered

[2] To view the Governor's veto message, click on "View Veto Message" in the section "Other than Legislative Action" on the bill summary page. The Seattle Times covers the potential for litigation in a May 17 article.

electric passenger cars, light-duty trucks, and medium-duty passenger vehicles. The exemption differs for new and qualifying used vehicles:

- New vehicles receive a 50% exemption on the sales and use tax. The exemption expires once 650 vehicles have been exempted.
- Qualifying used vehicles receive a 100% exemption on the sales and use tax. The exemption does not expire, but is linked to the lesser of $16,000 or the fair market value of the vehicle.

Solid Waste

Plastic Pollution Reduction

Bill Number: SB 5022

Description: Passed in 2021, SB 5022 reduces plastic pollution in three ways:

- Bans Styrofoam "filler" packaging, coolers, and foodware.
- Requires single-use foodware be provided only upon request.
- Requires minimum levels of post-consumer recycled content in plastic beverage containers, trash bags, and household cleaning and personal care product containers. These minimum requirements are phased in over time, generally with 50% recycled content required as early as 2031 and as late as 2036 (the exception is trash bags, with a 20% recycled content requirement by 2027).

ATTACHMENT D: CLIMATE STRATEGY ROADMAP

Attachment D provides a summary of the memo provided in support of the March 22, 2021, City Council workshop. The memo provided in support of the March 22, 2021 City Council workshop provides a detailed description of the process used to generate Vancouver's climate strategy roadmap. Briefly, the strategies were prepared in three phases:

1. We developed 30 **initial strategies** to support the Stretch and/or Bold targets based on a review of City documents, results from interviews with City staff, best available science and best practices, results from a public survey on a vision and priorities for the roadmap (575 responses), and climate action plans from peer cities and leading jurisdictions.
2. We developed **refined strategies** based on input from city staff, the community, and stakeholders. Approximately 15 staff across six departments and 30-40 community members and stakeholders from 15 organizations participated in strategy refinement. Through this process, some strategies were refined and four were added for a total of 34 strategies.
3. We conducted a **multi-criteria analysis of the refined strategies** to assess the impact, cost, community support, feasibility, equity, and co-benefits/synergies of each strategy. These criteria and their weights were also informed by public survey results.

The table below summarizes the strategy roadmap, overall MCA result, and applicable targets for each strategy. **To meet the Leading Edge targets, some strategies will remain unchanged, some will be refined, and some will be eliminated. We also anticipate developing a few new strategies to support Leading Edge targets.**

Strategy	MCA Result	Applicable Targets	
Governance		**Stretch**	**Bold**
Empower City staff to be more sustainable by prioritizing and institutionalizing social, economic, and environmental sustainability across City activities, annual budgeting processes, and decision-making.	3.1	■	■
Improve City staff knowledge of and capacity for their role in climate action.	2.8	■	■
Identify and secure adequate permanent funding for successful and equitable strategy implementation.	3.3	■	■
Equity		**Stretch**	**Bold**
Enhance resilience of populations disproportionately impacted by climate change and structural racism (i.e., overburdened communities) while proactively planning for and mitigating potential externalities of increased resilience; ensure equity is embedded in all Roadmap implementation.	3.8	■	■
Implement the Capturing Momentum Package of recommendations from Reside Vancouver, the City's comprehensive anti-displacement policy, to help those with low incomes stay in their homes and those vulnerable to or experiencing homelessness to secure reliable affordable housing in locations that are not vulnerable to climate impacts such as increased flooding.	3.6	■	
Implement the Capturing Momentum and Aspirational Packages of recommendations from Reside Vancouver, the City's comprehensive anti-displacement policy, to help those with low incomes stay in their homes and those	3.7		■

Strategy	MCA Result	Applicable Targets	
vulnerable to or experiencing homelessness to secure reliable affordable housing in locations that are not vulnerable to climate impacts such as increased flooding.			
Green Economy		**Stretch**	**Bold**
Support more strategic implementation of the Comprehensive Economic Development Plan and Greater Portland Economic Development District Comprehensive Economic Development Strategy, specifically clean technology, solar energy and battery production, and manufacturing of EV parts/components.	3.1		
Work with Workforce SW WA and the school district to implement workforce development and education programs that prioritize Vancouver's current and future green job opportunities, with a focus on overburdened communities, transit-dependent communities, those who were formerly incarcerated, and workers employed in energy-intensive trade-exposed industries.	3.2		
Work with City economic development partners to support small- and mid-sized businesses in the transition to a local, green economy that ensures equitable distribution of benefits and impacts.	3.3		
Reduce the carbon footprint of goods and services by building a community-driven economy to promote the reduction, reuse, and repair of goods and materials and expand downstream markets for waste products.	3.2		
Buildings & Energy		**Stretch**	**Bold**
Identify additional opportunities for climate-resilient, renewable, affordable, and environmentally just forms of renewable energy systems and electrification (e.g., community-owned microgrids).	3.8		
Work with Clark PUD and NW Natural to comply with CETA mandates and increase community-wide renewable energy supply to 100%.	3.6		
Partner with NW Natural to transition existing buildings using natural gas to renewable natural gas.	2.9		
Eliminate natural gas in new construction.	3.3		
To increase building efficiency, comply with state energy efficiency legislation and work with business, property owners, and non-governmental partners to establish policies that prevent displacement of those with low incomes and renters, and ensure equitable distribution of the costs and benefits of energy efficiency upgrades.	3.7		
Work with Clark PUD to procure renewable energy ahead of CETA mandates and increase community-wide renewable electricity supply to 100%.	3.6		
Phase out natural gas use in new and existing construction with solutions tailored to different building, ownership, and use types.	3.7		
Exceed state requirements for building efficiency and work with businesses, property owners, and non-governmental partners to establish policies that prevent displacement of those with low incomes and renters, and ensure equitable distribution of the costs and benefits of energy efficiency upgrades.	3.7		

Strategy	MCA Result	Applicable Targets	
Land Use		**Stretch**	**Bold**
Use land-use, zoning, and anti-displacement policies to develop denser, vibrant, mixed-use communities with streets that safely support all modes of travel, prioritizing under-developed areas, overburdened communities, transit-dependent communities, and those who were formerly incarcerated.	3.5		
Coordinate and partner with Clark County to identify and capitalize on opportunities to align areas proposed for annexation with City sustainability policies, codes, and practices.	2.8		
Update annexation policies to align with climate strategies, requiring all new annexed areas to comply or immediately begin investments to align with City sustainability initiatives and policies.	2.9		
Transportation		**Stretch**	**Bold**
Implement relevant City plans and initiatives to strengthen multi-modal connections, improve accessibility, and connect residents to workplaces, major development centers, and key services, with a focus on overburdened and transit-dependent communities.	3.6		
Expand and ensure necessary electric vehicle infrastructure is available and accessible at residences, workplaces, and key public areas.	3.5		
Increase the adoption of electric vehicles by promoting and implementing incentives, education programs, and policy with a focus on reducing financial barriers to EV ownership.	3.6		
Invest in infrastructure and adoption of alternative fuel and fuel reduction technologies to power municipal and commercial fleets as well as medium- and heavy-duty vehicles, prioritizing vehicles where electric is unfeasible.	3.5		
Work with C-TRAN and other regional partners to connect Vancouver's neighborhoods to major development centers, focusing on under-developed, transit-dependent, and overburdened communities, with travel times that are competitive with single-occupancy vehicle travel and support the transport of commercial goods. Ensure that new transit developments have features for safety, accessibility, and comfort.	3.9		
Identify and secure adequate permanent funding for sustainable transportation.	3.3		
Natural Systems		**Stretch**	**Bold**
Encourage active transportation and multi-modal uses across the City's parks, trails, and open spaces that explicitly serve and connect under-developed areas, overburdened communities, and transit-dependent communities, consistent with Reside Vancouver and anti-displacement best practices.	3.4		
Optimize management of the City's natural lands and tree canopy to increase carbon sequestration and support resilience to extreme events, consistent with Reside Vancouver and anti-displacement best practices, and ensuring equitable distribution of risk and resilience.	3.6		

Strategy	MCA Result	Applicable Targets	
Solid Waste		**Stretch**	**Bold**
Conduct outreach and provide resources to residents, business, schools, and community partners to improve our food system by limiting waste, promoting low-carbon diets, expanding community owned markets, and securing surplus food to food-insecure residents.	3.1	■	■
Require single-family recycling and/or organics collection and incentivize commercial and multi-family recycling and/or organics collection in a manner that will not economically or otherwise burden overburdened communities.	3.1	■	
Require city-wide recycling and/or organics collection in a manner that will not economically or otherwise burden overburdened communities.	2.8		■
Water & Wastewater		**Stretch**	**Bold**
Conserve community water resources and increase water efficiency savings through education, outreach, retrofits, and rebates that ensure overburdened communities see the benefits of water conservation.	2.7	■	■
Reduce emissions from wastewater treatment by incorporating enhanced energy efficiency, methane capture, and renewable fuels into new and existing systems.	3.0	■	■

MEMORANDUM

DATE: November 1, 2021

TO: Mayor and Council

FROM: Eric Holmes, City Manager

RE: **Clark County Transportation Alliance 2022 Policy Statement**

For more than two decades, the Clark County Transportation Alliance (CCTA) has developed and presented an annual policy statement on transportation priorities in and around southwest Washington. A strong, united voice increases the chances that our region will receive funding for critical transportation projects, which we need to keep our residents, freight, commerce, guests, and economy moving safely and efficiently.

Last year, the policy statement received 55+ endorsements demonstrating broad-based support from a variety of sectors in our region from both banks of the Columbia River. The City of Vancouver is being asked to endorse the 2022 policy statement.

The 2022 policy statement includes six projects of particular importance to the City of Vancouver:

- Support for the I-5 bridge replacement and influence are improvements
- NW 32nd Ave Industrial Corridor ($10 million): planning, engineering, environmental review for new north-south freight arterial.
- SE 1st St at 164th to 192nd Ave ($7 million): arterial widening and multi-modal upgrade; leverages significant private sector investments.
- SR-500/Fourth Plain/SR-503 ($15 million): following recent planning study, provide funds for initial intersection improvement to address congestion
- SR-500 Intersections at 42nd Ave and 54th Ave ($6 million): implement cost effective safety improvements from 2018 practical solutions study; additional investments including overpasses may be warranted
- I-205/SR-500 to Padden Parkway ($36 million): add auxiliary lanes to address congestion hotspot

Clark County Transportation Alliance
2022 Policy Statement

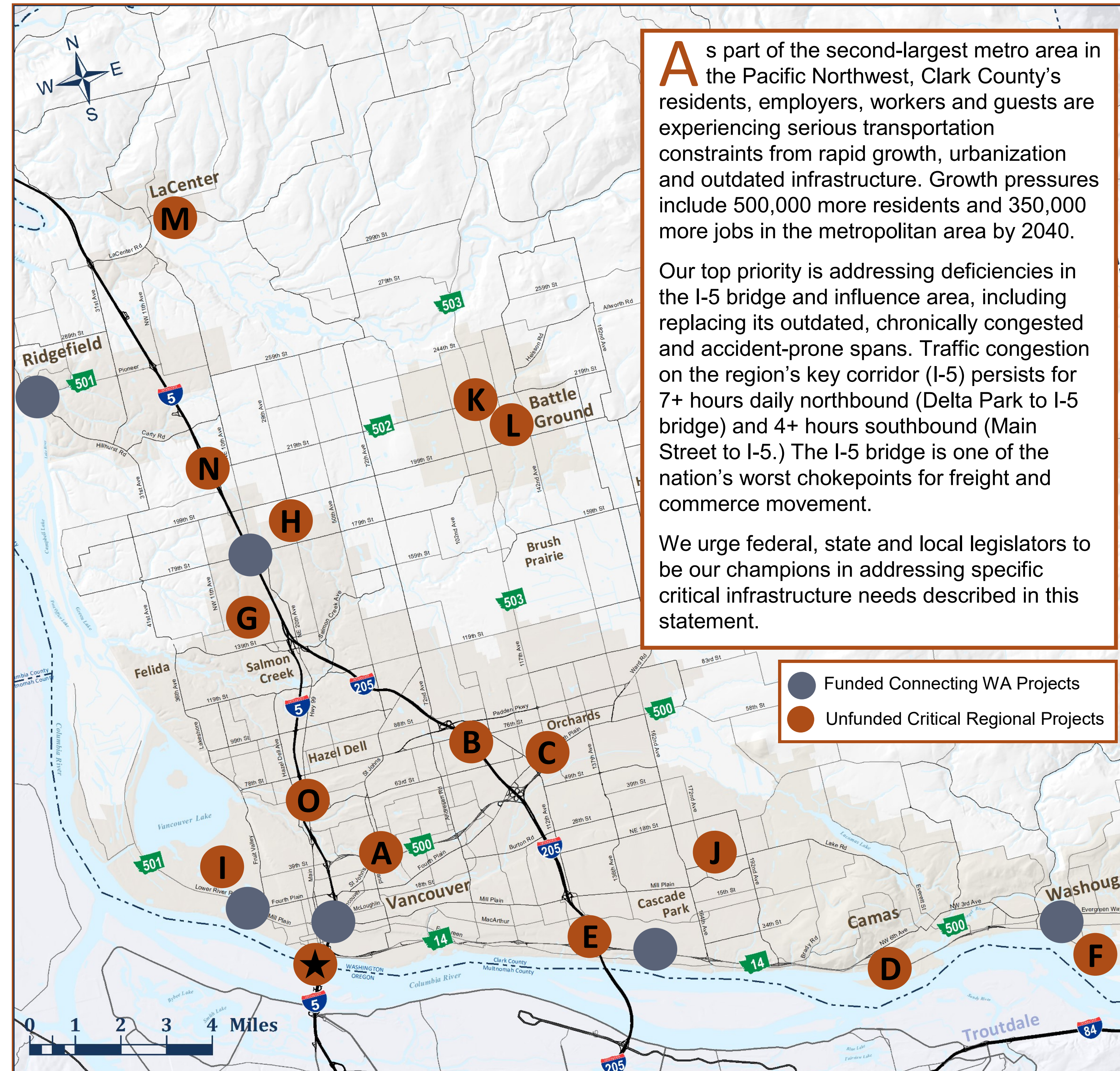
[LOGOS HERE]

Sponsoring Organizations:

[LIST HERE]

For more information, contact admin@iccbusiness.org or call 360.695.4116

Clark County Transportation Alliance
2022 Policy Statement



As part of the second-largest metro area in the Pacific Northwest, Clark County's residents, employers, workers and guests are experiencing serious transportation constraints from rapid growth, urbanization and outdated infrastructure. Growth pressures include 500,000 more residents and 350,000 more jobs in the metropolitan area by 2040.

Our top priority is addressing deficiencies in the I-5 bridge and influence area, including replacing its outdated, chronically congested and accident-prone spans. Traffic congestion on the region's key corridor (I-5) persists for 7+ hours daily northbound (Delta Park to I-5 bridge) and 4+ hours southbound (Main Street to I-5.) The I-5 bridge is one of the nation's worst chokepoints for freight and commerce movement.

We urge federal, state and local legislators to be our champions in addressing specific critical infrastructure needs described in this statement.

A CALL TO FURTHER ACTION

I-5 Bridge Replacement and Influence Area Improvements

Action #1

Continue Support for I-5 Bridge Replacement Supplemental EIS Completion: continue to develop bi-state legislative consensus, complete environmental studies, and develop the funding plan.

Pursue Construction Funding Commitments: work with lawmakers and community leaders to identify and secure federal, state and local funding. State sponsors should pursue significant federal resources through bridge funding grants. We urge consensus on a balanced funding plan, which reflects the values of economic prosperity and equity for regional resident and business interests.

We fully support replacement of the I-5 bridges and related corridor improvements. The I-5 spans are functionally obsolete and over time will require substantial maintenance investments to remain operational. A bi-state approach focused on practical solutions which improves mobility within through this primary freight, commerce and commuter corridor is imperative, in keeping with the I-5 Corridor Strategic Plan (2002).

We also place high priority on long-range transportation corridor planning given steadily rising population and commerce forecasts.

Regional Maintenance and Operations Needs

Action #2

Pursue Funding to Advance State of Good Repair and Operations: carefully evaluate recommendations of the Joint Transportation Committee's Statewide Transportation Needs Assessment, and consider enhanced and new funding models (e.g. road-usage charge).

Fund Critical Area Operations: dedicate additional maintenance, planning and traffic operations funds for critical urban areas (SR-14, SR-500, I-5, I-205) to optimize safety and mobility on our existing system.

Catalytic Economic Development Investments

Action #3

Fund Job- and Employer-Enabling Improvements: support funding catalytic investments, which serve the objective of accelerating shovel-ready land for jobs and industry expansion. Several areas are primed for growth and need transportation system investments including the Discovery Corridor (I-5/179th interchange vicinity), Section 30 (SE 1st St), Washougal Town Center/Port (32nd St) and Port of Vancouver Industrial Corridor (NW 32nd Ave). Continue to fund statewide programs including the Public Works Trust Fund, CERB, FMSIB, TIB and FRAP.

Critical Regional Projects and Needs

Action #4

Fund Regionally Critical Projects to Address Immediate Needs: secure funding for priorities that reduce congestion hotspots, improve safety and deliver multi-modal investments. Each project has been vetted through the regional planning process.

Following are critical regional projects (*lead agency*):

A) SR-500 Intersections at 42nd Ave and 54th Ave ($6M): implement cost effective safety improvements from 2018 practical solutions study; additional investments including overpasses may be warranted *(WSDOT)*

B) I-205/SR-500 to Padden Exwy ($36M): add auxiliary lanes to address congestion hotspot *(WSDOT)*

C) SR-500/Fourth Plain/SR-503 ($15M): following recent planning study, provide funds for initial intersection improvement to address congestion hot spot *(WSDOT)*

D) West Camas Slough Bridge Widening ($45M): develop parallel bridge structure for westbound SR-14 traffic and added capacity *(WSDOT)*

E) SR-14/I-205 Interchange ($TBD): provide funds for interchange congestion relief; project study underway *(WSDOT)*

F) Washougal Town Center Transportation Access Improvement ($80M): improve corridors connecting Washougal including 32nd Street Rail Underpass; Town Center Connectors; 27th/Index Improvements for Port and SR-14 access *(City of Washougal)*

G) NE 10th Ave from 149th to 154th St/Whipple Creek ($13.0M): complete new north-south corridor for I-5 *(Clark County)*

H) NE 15th Ave from 179th St to NE 10th Ave/NE 189th St vicinity ($19M): add arterial connection to increase capacity in conjunction with 179th/I-5 interchange upgrade *(Clark County)*

I) NW 32nd Ave Industrial Corridor ($10M): planning, engineering, environmental review for new north-south freight arterial *(City of Vancouver)*

J) SE 1st St at 164th to 192nd Ave ($7M): arterial widening and multi-modal upgrade; leverages significant private sector investments *(City of Vancouver)*

K) SR-502/SR-503 Congestion Relief ($2.4M): complete community roadway and circulation enhancements to provide improved access and safety *(City of Battle Ground)*

L) SE Grace Ave at SE Rasmussen Blvd to E Main St ($6.6M): arterial street realignment and new signal for upgraded capacity *(City of Battle Ground)*

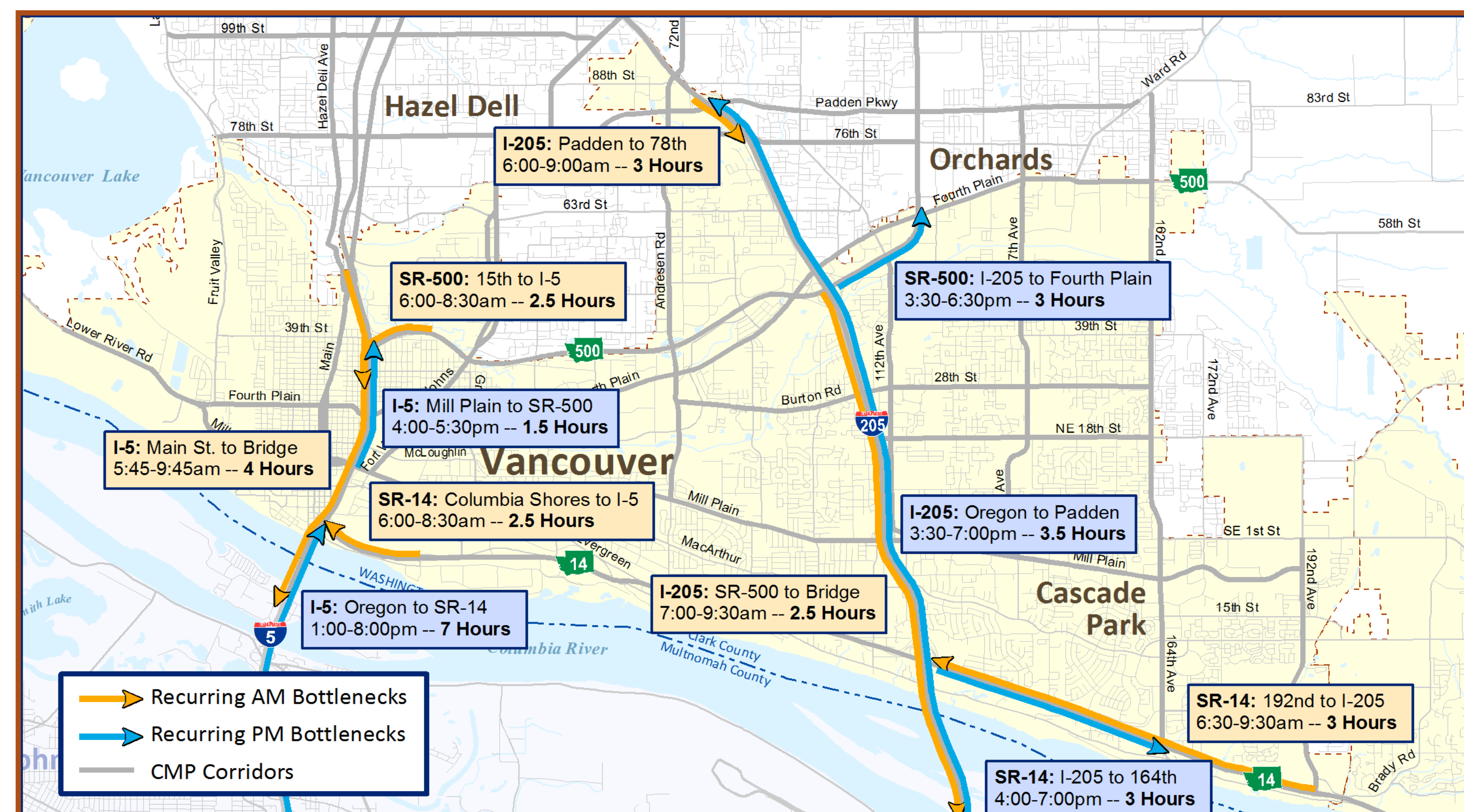
M) E 4th St Widening/Brezee Creek Culvert ($11.6M): complete street makeover with fish bearing culvert replacement for improved environmental outcomes *(City of La Center)*

N) NW 219th St Extension/I-5 to Hillhurst Rd ($5M): add western ramp access at I-5 and arterial street extension to Hillhurst Rd *(City of Ridgefield)*

O) Public Transit ($20M): help fund construction of C-TRAN's third Bus Rapid Transit (BRT) project from downtown Vancouver to Salmon Creek *(C-TRAN)*

Peak AM/PM Traffic Bottlenecks

Expressed in hours of daily congestion (2019)



Courtesy SW Regional Transportation Council

104-year old I-5 Bridge

Facilitating Transportation Mobility, Economic Growth and Equity

We urge legislators to embrace the following priorities where possible:

- Support the evaluation of transportation investments to help ensure equity and climate goals
- Support broadband infrastructure to disperse economic opportunity, foster telecommuting and better compete in the evolving digital economy
- Fund regionally significant freight mobility improvements for river, road and rail for Ports, as well as track improvements for the county-owned Chelatchie Prairie Railroad
- Support the Port of Vancouver USA's Terminal 1 Waterfront development project for safety, commerce and tourism
- Enhance or expand funding programs to improve Complete Streets by promoting safety and accessibility for everyone, including increased funding for safe bike and pedestrian pathways, sidewalks and street crossings
- Actively embrace smart technologies to ease pressures on the transportation grid and improve safety for all users

Vancouver Homelessness Plan

Supported Campsite Equipment Recommendations

November 1, 2021
Vancouver City Council Meeting

Jamie Spinelli,
Homeless Response Coordinator

City of Vancouver Washington

Overview

- Prior discussion of equipment for supported campsites
- Equipment researched
- Planned Next steps

Prior Discussion: Supportive Campsite Equipment Options

- Open with tents
- Touring/reviewing multiple alternative shelter options
  - “Tiny home”/small temporary structures
  - Shipping container units
- Shower/restroom and laundry trailers
- Camp kitchen options
- Trailer/other structure for office/appointment space

CITY OF Vancouver WASHINGTON

Equipment Researched: Tents

- Range of options
- Least durable and lowest protection from elements/privacy
- Not a “package” solution including beds, etc.
- Approximately $8,000 cost per camp site.

CITY OF Vancouver WASHINGTON

Equipment Researched: Dwellings of Hope

- More durable - provides privacy and protection
- Some vulnerability to elements/durability questions (i.e. mold, flammability, pest)
- Not a "package" solution including beds, etc.
- Prototype only – unproven to scale
- Cost ~$7500 for materials in 2018
- Approximately $150,000 cost per camp site.

CITY OF Vancouver WASHINGTON

Equipment Researched: Conestoga Huts

- More durable - provides privacy and protection
- Proven design with some vulnerabilities to occupancy risk (i.e. mold, flammability, pest)
- Not a “package” solution including beds, etc.
- Requires specialty materials and moderate skills to construct
- Cost of materials and labor ~$9500/unit
- Approximately $190,000 cost per camp site.

CITY OF Vancouver WASHINGTON

Equipment Researched: Pallet Shelters

- Most durable
- “Package” solution with 2 beds + mattresses included, both ADA accessible
- Electric heater in each unit
- Most resilient to elements and occupancy risks (Mold/mildew, flammability, pests)
- Proven to scale – no specialty labor or materials to assemble.
- Approximately $160,000 cost per camp site.

pel Mission decided to spruce up the look of the shelters with scenes from the Paci

Considerations: Pallet Shelters

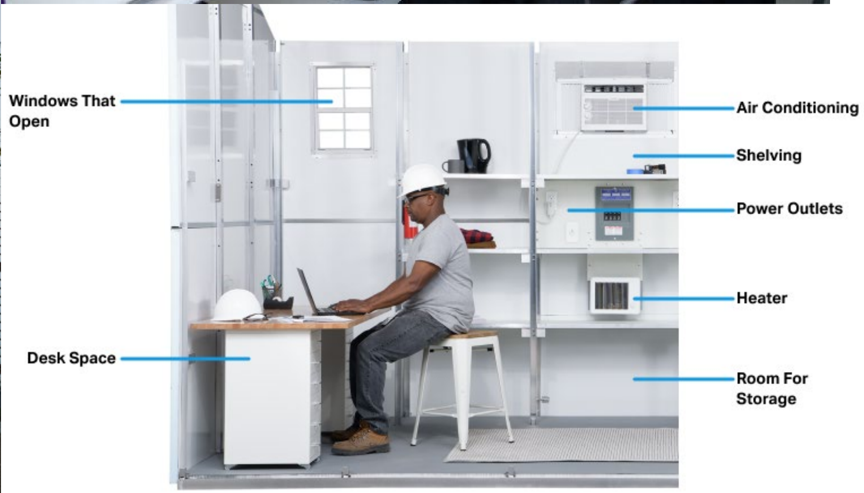
Pros

- Rodent/pest proof, insulated, water/weatherproof, and mold proof
- Power capabilities
- Heaters in units
- Easily cleaned/turned over
- 10+ year service life, and 5 year warranty
- Easy and fast setup (20 min/unit)

Cons

- Cost for units and setup/infrastructure
- Requires more lead time to obtain
- Potentially more site prep needed (depending on site conditions)

Next Steps: Pallet Shelters



CITY OF Vancouver WASHINGTON

Supported Campsites with Pallet Shelters

- 20 Pallet Shelters (up to 2 residents per unit)
- 1 Staff Office
- Portable restrooms/handwashing stations to start, but looking at Pallet Restroom units in the future
- Dumpster w/ regular trash service
- Canopied community space, but could utilize Pallet Community Shelter in the future
- Storage shed

City of Vancouver Washington

Questions and Discussion

Jamie Spinelli, Homeless Response Coordinator
Jamie.Spinelli@cityofvancouver.us
(360) 487-8610

CITY OF Vancouver WASHINGTON

CITY OF
Vancouver
WASHINGTON

Staff Report 167-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 11/1/2021

SUBJECT WALK-ON Item - Proposed settlement of a lawsuit brought by CloudOne LLC

Key Points

- CloudOne LLC ("CloudOne") was a tenant in the Town Plaza.
- CloudOne's lease agreement terminated on October 31, 2021.
- CloudOne and the City attempted to negotiate a lease amendment, which would allow early termination of lease, but negotiations failed.
- Despite not securing a lease amendment, CloudOne relocated its business and stopped paying rent on March 1, 2020.
- CloudOne then sued the City, claiming it forced CloudOne out of the Town Plaza and was liable for costs associated with relocating its business to Tennessee. CloudOne sought more than $1.2 million in its claim against the City
- The City filed a counterclaim, seeking the amount CloudOne owed under the lease.
- On a motion by the City, the Superior Court issued an order on March 25, 2021, finding in the City's favor on liability.
- A trial to determine the amount of damages CloudOne owes the City is scheduled November 8, 2021.
- Staff seeks approval of a settlement offer by CloudOne and authority to execute a settlement agreement in which CloudOne would pay the City $121,853.82 and adhere to additional terms.

Strategic Plan Alignment

N/A

Present Situation

The lawsuit at issue arises from a commercial lease agreement. In June 2016, CloudOne entered into a commercial office lease agreement with the former owner of the Town Plaza. The City acquired the lease when it purchased the Town Plaza in June 2017. CloudOne's lease term extended through October 31, 2022.

The City and CloudOne attempted to negotiate an amendment to the lease, whereby CloudOne would relocate by the end of June 2020. The parties never reached agreement and the lease was never amended. Nevertheless, CloudOne vacated the Town Plaza, moved its business to Nashville, Tennessee, and ceased paying rent roughly 20 months before the lease's expiration date. Despite vacating the premises and withholding rent, CloudOne sued the City and claimed its breach was justified under a belief that the City breached the lease first and forced CloudOne out. CloudOne alleged entitlement to $1,234,340 from the City.

After CloudOne filed a lawsuit, the City filed a counterclaim against CloudOne, seeking the amount CloudOne owed under the lease. By motion, the City moved for summary dismissal of CloudOne's claims and sought judgment in its favor. On March 25, 2021, the Court granted the City's motions, dismissed CloudOne's claims, and found in favor of the City by determining that CloudOne breached the lease agreement. A trial concerning how much money CloudOne owes under the lease is scheduled on November 8, 2021.

Both the City and CloudOne recognize that there are benefits to both sides in resolving this case before trial. To that end, Staff recommends Council approve a settlement offer made by CloudOne. The proposed settlement requires CloudOne to pay the City $121,853.82, which represents the amount owed under the lease agreement from March 1, 2020, through January 31, 2021. The settlement amount will be paid in 12 equal monthly installments of $10,154.49, with payments to begin December 1, 2021. The settlement would extinguish CloudOne's right to appeal a judgment in favor of the City, including the Court's March 2021 order, and resolve any and all liability the City or CloudOne might have under the lease agreement.

Advantage(s)

1. Resolves the lawsuit in favor of the City for a substantial sum.
2. Extinguishes CloudOne's ability to appeal the trial court's decision, saving months of litigation time and allowing City resources to be directed to other matters.
3. Avoids the uncertainty of trial and a future appeal.

Disadvantage(s)
Eliminates the possibility of receiving the full amount owed under the lease agreement.

Budget Impact
Settlement would provide for an increase of City funds by $121,853.82.

Action Requested
On November 1, 2021, authorize the City Manager or his designee and the City Attorney to execute any and all documents necessary to complete the settlement with CloudOne LLC and dismiss the lawsuit.

Sara Baynard-Cooke, Assistant City Attorney, 360-487-8500