Vancouver City Council

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

City Council Meeting Agenda
April 14, 2025

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

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

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

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

Testimony will be accepted in the following manner:

- **Written comments submitted in advance**: Email comments to the City Council until 12:00 p.m. April 14, 2025. Comments will be compiled and sent to the City Council and entered into the record.
- **In-person or remote testimony during the meeting**: Register in-person at City Hall. In-person registration is open until 6:30 p.m. on April 14, 2025. Instructions will be provided on-site. Register to testify online. Online registration is open until 12:00 p.m. on April 14, 2025.

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

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

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

Council Dinner / Executive Session Re: Real Estate Negotiations and Potential Litigation (5:30 - 6:30 PM)

Regular Council Meeting

6:30 PM
Vancouver City Hall - Council Chambers - 415 W 6th Street, Vancouver WA

Pledge of Allegiance

Call to Order and Roll Call

Approval of Minutes

Minutes - April 7, 2025

Proclamations

Autism Awareness Month

National Volunteer Week

Community Communication

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

Consent Agenda

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

1. Construction Acceptance - Water Station 5 Reservoirs and Booster Station - ITB 21-28

Staff Report: 067-25

Request: On Monday, April 14, 2025, accept the facilities as constructed by Rotschy, Incorporated, (Rotschy) of Vancouver, Washington, and authorize release of the contractor's bond, subject to receipt of all documentation required by law.

Patrick Craney, Water Resource Engineer, patrick.craney@cityofvancouver.us

2. Construction Acceptance - 2024 Joint Agency Road Preservation Project - ITB 24-23

Staff Report: 068-25

Request: On Monday, April 14, 2025, accept the 2024 Joint Agency Road Preservation Project as constructed by One Way Trigger of Sacramento, California at the amended contract amount of $1,027,540.85, and authorize release of bond, subject to receipt of all documentation required by law.

Charles Fell, Senior Civil Engineer, charles.fell@cityofvancouver.us

3. Construction Acceptance - 2024 East Curb Ramps Project - ITB 24-19

Staff Report: 069-25

Request: On Monday, April 14, 2025, accept the 2024 East Curb Ramps project as constructed by Advanced Excavating Specialists LLC of Kelso, Washington, and authorize release of bond, subject to receipt of all documentation required by law.

Charles Fell, Senior Civil Engineer, charles.fell@cityofvancouver.us

4. Construction Acceptance and Release of Retainage - 2024 Crack Sealing and Mastic Repair Project - ITB 24-26

Staff Report: 070-25

Request: On Monday, April 14, 2025, accept the 2024 Crack Sealing and Mastic Repair Project as constructed by BCV Inc. of Wenatchee, Washington, and authorize release of the retainage in the amount of $19,219.63, subject to receipt of all documentation required by law.

Charles Fell, Senior Civil Engineer, charles.fell@cityofvancouver.us

5. Construction Acceptance and Release of Retainage - 2024 Joint Agency Slurry Seal Project - ITB 24-22

Staff Report: 071-25

Request: On Monday, April 14, 2025, accept the 2024 Joint Agency Slurry Seal Project as constructed by Blackline Inc., of Vancouver, Washington, and authorize release of retainage in the amount of $18,925.05, subject to receipt of all documentation required by law.

Charles Fell, Senior Civil Engineer, charles.fell@cityofvancouver.us

6. Bid Award - Marine Park Wastewater Treatment Facility Influent Pumps 2 and 5 Replacement - ITB 25-09

Staff Report: 072-25

Request: On Monday, April 14, 2025, authorize the City Manager, or designee, to award and execute a construction contract and any required amendments with Western United Civil Group., of Yacolt, WA for Marine Park Wastewater Treatment Facility Influent Pumps 2 and 5 Replacement at the Marine Park Wastewater Treatment Facility at their bid price of $853,295, which includes Washington State sales tax.

Frank Dick, Wastewater Treatment Program Manager, frank.dick@cityofvancouver.us

7. Bid Award - Fruit Valley Park Playground Replacement - ITB #25-15

Staff Report: 073-25

Request: On Monday, April 14, 2025, award a contract and authorize the City Manager, or designee, to execute the same to Allcon LLC, of Brush Prairie, Washington for construction of the Fruit Valley Park playground replacement project for the bid amount of $734,815.26 including Washington State sales tax.

Terry Snyder, Park Development Manager, Terry.Snyder@cityofvancouver.us

8. Contract - Increase the Purchasing Threshold on the Contract with Peterson Machinery - C-101549

Staff Report: 074-25

Request: On Monday, April 14, 2025, approve the Pederson Machinery agreement amendment to increase the contract threshold to $426,991 for the purchase of a Caterpillar mini excavator and authorize the City Manager, or designee, to execute the contract amendment.

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

9. Agreement Amendment - Approval of the Kuni Foundation to Fund an Accessible Playground at Fruit Valley Park

Staff Report: 075-25

Request: On Monday, April 14, 2025, authorize the City Manager, or designee, to approve the Kuni Foundation agreement amendment to increase the amount to $1,200,000 for the development of the Elizabeth Austin Playground at Fruit Valley Park.

David Perlick, Director of Parks, Recreation and Cultural Services, Terry Snyder, Park Development Manager, david.perlick@cityofvancouver.us, Terry.Snyder@cityofvancouver.us

10. Lease Agreement between City of Vancouver and KPFF, Inc

Staff Report: 076-25

Request: On Monday, April 14, 2025, ratify the attached Lease Agreement between City of Vancouver and KPFF, Inc. for office space located at 415 W. 6th Street, Suite 605 and authorize the City Manager, or designee, to execute associated document(s).

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

11. Waterfront Gateway Affordable Parcel Purchase and Sale Agreement

Staff Report: 060-25

Request: On Monday, April 7, 2025, approve the City’s conveyance of the Parcel pursuant to the Waterfront Gateway Land Disposition and Development Agreement ("Development Agreement") and through the Purchase and Sale Agreement ("PSA"). Authorize the City Manager, or designee, to issue and execute the PSA in substantially the form attached and execute all other documents and related agreements necessary to implement the PSA.

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

12. Interlocal Agreement - City of Vancouver and Clark County Corrections

Staff Report: 077-25

Request: On Monday, April 14, 2025, authorize the City Manager, or designee, to finalize and execute an Interlocal Agreement with Clark County Correction Services for offender restitution crew labor/maintenance services.

Michael Cero, Operations Superintendent, michael.cero@cityofvancouver.us

13. Grant to Provide Training Services through the Million Coaches Challenge Grant Program

Staff Report: 078-25

Request: On Monday, April 14, 2025, approve a grant for $1,750 plus in-kind training services from the National Recreation and Park Association (NRPA) Million Coaches Challenge Grant program.

David Perlick, Director of Parks, Recreation and Cultural Services, david.perlick@cityofvancouver.us

14. Approval of Claim Vouchers

Request: Approve claim vouchers for April 14, 2025.

Public Hearings

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

15. Section 30 Development Code Changes

AN ORDINANCE amending chapter 20.690 Vancouver Municipal Code (VMC) to expand the land use development choices for Section 30 property owners that entered into pre-annexation development agreements (PADAs) with Clark County, which are now binding on the City of Vancouver (City); to provide clarity to other existing provisions; to provide for severability; and setting an effective date.

Staff Report: 066-25

Request: On Monday, April 14, 2025, upon second reading and a public hearing, approve the ordinance amending VMC 20.690 entitled "Section 30 Employment Center Plan District".

Chad Eiken, Community Development Director, Chim Chune Ko, Principal Project Manager, chad.eiken@cityofvancouver.us, ChimChune.Ko@cityofvancouver.us

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Adjournment

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

Anyone needing language interpretation services or accommodations with a disability at a Vancouver City Council meeting may contact the City Manager's staff at (360) 487-8600 (RELAY: 711). Assistive listening devices and live Closed Captioning are available for the deaf, hard of hearing and general public use. Please notify a staff person if you wish to use one of the devices. Every attempt at reasonable accommodation will be made. To request this agenda in another format, please also contact the phone numbers listed above.

April 7, 2025

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

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

The City Council Meeting was held on 4/7/2025 at 5:00 PM in the Vancouver City Hall, Council Chambers 415 West 6th Street, Vancouver, WA 98660.

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

View the CVTV video recording, including presentations and discussion, for workshops at: https://www.cvtv.org/vid_link/37287?startStreamAt=0&stopStreamAt=2849

Comprehensive Plan Update
(Approximately 1 hour)

Rebecca Kennedy, Deputy Commmunity Development Director, Domenique Martinelli, Senior Planner, rebecca.kennedy@cityofvancouver.us, domenique.martinelli@cityofvancouver.us

Staff led Council through a discussion of the Comprehensive Plan Update.

Councilmember Paulsen was absent from the workshop.
Councilmembers Hansen, Harless and Perez attended the workshop remotely.

Council Dinner / Administrative Updates (6:00 - 6:30 PM)

Regular Council Meeting

6:30 PM
Vancouver City Hall - Council Chambers - 415 W 6th Street, Vancouver WA

This meeting was conducted as a hybrid meeting with in person and remote viewing and participation over video conference utilizing a GoToMeeting platform. Members of

the public were invited to view the meeting in person, via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, www.facebook.com/VancouverUS. Public access and testimony on Consent Agenda items and under the Community Forum were also facilitated in person and via the GoToMeeting conference call.

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit:
https://www.cvtv.org/vid_link/37289?startStreamAt=0&stopStreamAt=3625

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

Pledge of Allegiance

Call to Order and Roll Call

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

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

Absent: *Councilmember Paulsen*

Motion by Councilmember Stober, seconded by Councilmember Fox, and Yes: 6, No: 0, Abstaining: 0, to excuse Councilmember Paulsen from the meeting. Absent from vote: Councilmember Paulsen.

Approval of Minutes

Minutes - March 17, 2025

Motion by Councilmember Stober, seconded by Councilmember Fox, and Yes: 6, No: 0, Abstaining: 0, to approve the Minutes of March 17, 2025. Absent from vote: Councilmember Paulsen.

Minutes - March 24, 2025

Motion by Councilmember Fox, seconded by Councilmember Perez, and Yes: 5, No: 0, Abstaining: 1, to approve the Minutes of March 24, 2025. Absent from vote: Councilmember Paulsen. Councilmember Stober abstained.

Proclamations

National Poetry Month

Mayor McEnerny-Ogle read and presented a proclamation to Susan Dingle, Clark County Poet Laureate, Michele Hanlon, Chair of Arstra and Chair of Clark County Poet Laureate Committee, and Elmo Shade, Directory of Poetry Moves, proclaiming April 2025, as National Poetry Month.

National Arbor Month

Mayor McEnerny-Ogle read and presented a proclamation to Jamie Beyer, Urban Forestry Commissioner and Ray Charles, Urban Forestry Supervisor, proclaiming April 2025, as National Arbor Month.

Community Communication

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

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

- *Jane Tesner Kleiner, Vancouver*
- *Wynn Grcich, Vancouver*
- *Carmen DeLeon,Vancouver*
- *Bruce Barnes, Vancouver*
- *Kyle Roslund, Vancouver*
- *Hailey Heath, Vancouver*
- *Meriwether Hoiland, Vancouver*
- *Sofia Deyanira, Vancouver*
- *Kimberlee Goheen Elbon, La Center, WA*

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

Consent Agenda

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

considered separately – after the motion has been made and passed to approve the remaining items.

Council pulled item 11 for discussion.

Council pulled Items 5 and 7 from the Consent agenda to return to Council at a later date.

Councilmember Harless recused herself from Items 8 and 9.

Motion by Councilmember Fox, seconded by Councilmember Stober, and Yes: 6, No: 0, Abstaining: 0, to approve Items 1-4 and 6 on the Consent agenda. Absent from vote: Councilmember Paulsen.

Motion by Councilmember Fox, seconded by Councilmember Stober, and Yes: 6, No: 0, Abstaining: 0, to approve Item 10 on the Consent agenda. Absent from vote: Councilmember Paulsen.

Motion by Councilmember Fox, seconded by Councilmember Stober, and Yes: 6, No: 0, Abstaining: 0, to approve Item 11 on the Consent agenda. Absent from vote: Councilmember Paulsen.

Motion by Councilmember Stober, seconded by Councilmember Fox, and Yes: 6, No: 0, Abstaining: 0, to approve Items 12-15 on the Consent agenda. Absent from vote: Councilmember Paulsen.

Motion by Councilmember Stober, seconded by Councilmember Fox, and Yes: 6, No: 0, Abstaining: 1, to approve Items 8 and 9 on the Consent agenda. Absent from vote: Councilmember Paulsen. Councilmember Harless abstained.

1. Contract Award - 2025 Rose Village Curb Ramps - Bid ITB 25-13

Staff Report: 056-25

Request: On Monday, April 7, 2025, award a construction contract for the 2025 Rose Village Curb Ramps Project to the lowest responsive and responsible bidder, and authorize the City Manager, or designee, to finalize and execute a contract with NW Construction General Contracting, Inc., Battle Ground, Washington at their bid price of $698,505, which includes Washington State sales tax.

Chris Sneider, Senior Civil Engineer, chris.sneider@cityofvancouver.us

Motion approved the request.

2. Contract Amendment - 2024 Crack Sealing and Mastic Repairs Project - C-101637

Staff Report: 057-25

Request: On Monday, April 7, 2025, authorize the City Manager, or designee, to finalize and execute a contract amendment for the BCV Inc, of Wenatchee, Washington construction contract for the 2024 Crack Sealing and Mastic Repairs for one additional year for their adjusted bid price of $432,950, which includes Washington State sales tax.

Chris Sneider, Senior Civil Engineer, chris.sneider@cityofvancouver.us

Motion approved the request.

3. Contract Amendment - Tree Inventory Contract - C-101867

Staff Report: 058-25

Request: On Monday, April 7, 2025, authorize the City Manager or designee to execute an amendment increasing the authorized not-to-exceed amount of the contract with PlanIT Geo, Inc from $300,000 to $350,000 to fully apply all awarded grant funding.

Charles Ray, Urban Forester, charles.ray@cityofvancouver.us

Motion approved the request.

4. Lease Amendment Number One between City of Vancouver and State of Washington, Washington State Patrol

Staff Report: 059-25

Request: On Monday, April 7, approve and authorize the City Manager, or designee, to execute Lease Amendment No. 1 between City of Vancouver and State of Washington, Washington State Patrol for property located at 1403 W. Kaufman Street.

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

Motion approved the request.

5. Waterfront Gateway Affordable Parcel Purchase and Sale Agreement

Staff Report: 060-25

Request: On Monday, April 7, 2025, approve the City's conveyance of the Parcel pursuant to the Waterfront Gateway Land Disposition and Development Agreement ("Development Agreement") and through the Purchase and Sale Agreement ("PSA"). Authorize the City Manager, or designee, to

issue and execute the PSA in substantially the form attached and execute all other documents and related agreements necessary to implement the PSA.

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

Council pulled Item 5 from the Consent agenda to return to Council at a later date.

6. Resolution to Designate Vancouver as a Bee City USA Affiliate

A RESOLUTION of the City of Vancouver Council designating Vancouver as a BEE CITY USA® affiliate.

Staff Report: 061-25

Request: On Monday, April 7, 2025, adopt a resolution to designate Vancouver as a Bee City USA affiliate.

Hailey Heath, Volunteer Coordinator 2, Hailey.Heath@cityofvancouver.us

Motion adopted Resolution M-4330 to approve the request.

7. Resolution to amend City Council Policy 100-06, Council Appointment of Community Members to Boards, Commissions, Advisory Committees and Task Forces

A RESOLUTION relating to City Council policies and procedures for "Councilmember Appointment to Boards and Commissions;" amending City Council Policy 100-06.

Staff Report: 062-25

Request: On Monday, April 7, 2025, adopt a resolution amending City Council Policy 100-06.

Lisa Brandl, Deputy City Manager, lisa.brandl@cityofvancouver.us

Council pulled Item 7 from the Consent agenda to return to Council at a later date.

8. Vancouver Gateway Construction Sales Tax Deferral

A RESOLUTION of the City Council of the City of Vancouver approving an agreement between the City of Vancouver and West 6th VWG LLLP (Applicant) for a construction sales and use tax deferral for the development property located

at 615 W 6th Street, Vancouver, WA 98660, Assessor's tax parcel #49360000 (Property) further described through legal description in Exhibit A.

Staff Report: 063-25

Request: On Monday April 7, 2025, adopt the resolution granting a construction sales and use tax deferral for the Vancouver Waterfront Gateway affordable housing project.

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

Motion adopted Resolution M-4331 to approve the request.

9. Vancouver Waterfront Gateway Impact Fee Exemption Request

A RESOLUTION of the City Council of the City of Vancouver Washington approving a partial exemption of the collection of Traffic Impact Fees in the amount of $72,390.76 and Park Impact Fees in the amount of $319,656 for the Vancouver Waterfront Gateway low-income housing development.

Staff Report: 064-25

Request: On Monday April 7, 2025, adopt a resolution granting an 80% exemption to park and traffic impact fees for the Vancouver Waterfront Gateway affordable housing project.

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

Motion adopted Resolution M-4332 to approve the request.

10. Right-of-Way Vacation - NE 65th Street

A RESOLUTION fixing April 28, 2025, as the date for a public hearing on a proposal to vacate public right-of-way associated with NE 65th Street, located on the west side of NE 124th Avenue, north of NE Fourth Plain Boulevard, located within the Southeast Quarter of Section 10, Township 2 North, Range 2 East, Willamette Meridian, City of Vancouver, Clark County, Washington.

AN ORDINANCE vacating the right-of-way associated with NE 65th Street, located on the west side of NE 124th Avenue, north of NE Fourth Plain Boulevard, located within the Southeast Quarter of Section 10, Township 2 North, Range 2 East, Willamette Meridian, City of Vancouver, Clark County, Washington, described more particularly in Exhibit A; and providing for an effective date.

Staff Report: 065-25

Request: On Monday, April 7, 2025, adopt a resolution of intent and advance an ordinance on first reading to vacate a portion of public right-of-way associated with NE 65th Street, located within the Southeast Quarter of Section 10, Township 2 North, Range 2 East, Willamette Meridian, setting the date of public hearing for April 28, 2025.

Ryan Lopossa, Streets and Transportation Manager, Eric Hahn, Senior Civil Engineer, ryan.lopossa@cityofvancouver.us, eric.hahn@cityofvancouver.us

Motion adopted Resolution M-4333 to approve the request.

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

Motion approved the request.

11. Section 30 Development Code Changes

AN ORDINANCE amending chapter 20.690 Vancouver Municipal Code (VMC) to expand the land use development choices for Section 30 property owners that entered into pre-annexation development agreements (PADAs) with Clark County, which are now binding on the City of Vancouver (City); to provide clarity to other existing provisions; to provide for severability; and setting an effective date.

Staff Report: 066-25

Request: On Monday, April 7, 2025, advance the ordinance amending VMC 20.690 entitled "Section 30 Employment Center Plan District", setting the date for the second reading and public hearing for April 14, 2025.

Chad Eiken, Community Development Director, Chim Chune Ko, Principal Project Manager, chad.eiken@cityofvancouver.us, ChimChune.Ko@cityofvancouver.us

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

Motion approved the request.

12. Culture, Arts and Heritage Commission Appointment

Request: On Monday, Monday, April 7, 2025, appoint Michelle Tan and Shon-Lueiss Harris to midterm positions on the Culture, Arts and Heritage Commissions, with a term beginning immediately, and expiring December 31, 2025.

Subcommittee 2

Motion approved the request.

13. Parking Advisory Committee Appointment

Request: On Monday, Monday, April 7, 2025, reappoint Jonathan Wheeler, Jason Cromer and Garret Ginter to full-term positions on the Parking Advisory Committee, with a term beginning April 19, 2025, and expiring April 18, 2029.

Subcommittee 1

Motion approved the request.

14. Transportation and Mobility Commission Appointment

Request: On Monday, Monday, April 7, 2025, appoint Melanie Katz to a midterm position on the Transportation and Mobility Commission, with a term beginning April 7th, and expiring December 31, 2026.

Subcommittee 1

Motion approved the request.

15. Approval of Claim Vouchers

Request: Approve claim vouchers for April 7, 2025.

Motion approved claim vouchers in the amount of $28,909,931.40.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Adjournment

7:29 p.m.

_____

Anne McEnerny-Ogle, Mayor

Attest:

_____

Natasha Ramras, City Clerk

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

From: Dollar, Sarah
To: Dollar, Sarah
Cc: Maruhn, Tawny; Brandl, Lisa; Cook, Nena; Lloyd, Dan
Subject: FW: Submission: Contact City Council
Date: Monday, April 7, 2025 12:50:13 PM

Testimony for tonight's meeting.

Sarah Dollar | Executive Assistant to the City Council
Pronouns: She/Her/Hers
CITY OF VANCOUVER, WASHINGTON
City Manager's Office (CMO)
Primary (Cell): 360-624-2949 | **Desk:** 360-487-8641
www.cityofvancouver.us

From: City of Vancouver, WA <noreply@cityofvancouver.us>
Sent: Monday, April 7, 2025 10:52 AM
To: City Council <council@cityofvancouver.us>
Subject: Submission: Contact City Council

Contact the City Council

Name
Paul Speer
Email
[redacted]
Address
United States Map It
Subject
Share an Opinion of a City project or Initiative
Choose Recipient
All the Council
Message
See attached comments for April 7, 2025 Council meeting.
File
• City-Council-Comments-April-7-2025.pdf

April 6, 2025

Re: Public Comment for April 7, 2025 Council Meeting

I am commenting in response to consent item #7, "Resolution to amend City Council Policy 100-06, Council Appointment of Community Members to Boards, Commissions, Advisory Committees and Task Forces".

The staff report you have received indicates that, among other things, the following would result from the proposed policy update: "*Two applicants will be forwarded to a Council subcommittee interview panel by staff liaison and board/commission chair to be interviewed (with the inclusion of one alternate as well as all applications).*"

If I am understanding this correctly it implies that the staff liaison and chair become gatekeepers to this process.

On the positive side this provides an opportunity for evaluation of candidates by those closest to the work with technical, procedural, and group composition understanding that Council may not have. On the negative side, depending on the skills, knowledge, ability, and motivation of staff liaisons and/or chairs, it introduces the opportunity for bias at the earliest step in the application process.

Given your aspiration that "Every Board, Commission, Advisory Committee and Task Force formed by the City is an opportunity to build credibility and trust with community members." I have the following concerns and recommendations.

<u>Concern 1:</u>
Nowhere in the current or proposed policy change is this prescreen by the staff liaison and chair described. Currently proposed language in section 9.0 and 9.1 leads prospective candidates to believe that the entirety of their review and selection process will be conducted by a Council Subcommittee and the full Council; not with the expectation that they could be screened out by a pre process conducted by the staff liaison and chair.

Recommendation: If it is the desire of the Council to have this prescreen take place, then call it out in the policy.

<u>Concern 2:</u>
Evaluation of individuals willing to volunteer their time, personal experience, and networks to the City are deserving of treatment equivalent to any hire made by the City. It has been my experience in decades of volunteering to the City that that staff liaison's competency, or even interest, in evaluating individuals based on the criteria described in section 7.0 of the policy vary greatly person to person and department to department. This is equally true for chairs, themselves volunteers. Absent specific training and ongoing performance assessment being

called out in the policy, what the Council thinks/expects of the process and what actually goes on can be two different things. The policy does indicate that the Council subcommittee will be provided with all resumes, presumably as a check and balance, however in practical terms the initial two recommendations and alternate carry a disproportional weight in decision making.

Recommendation: For both staff liaisons and chairs, describe training and ongoing evaluation requirements in the policy as it relates to conscious and unconscious bias. Further, particularly for boards/commissions/advisory committees/task forces that may have experienced significant turnover in staff liaisons and members over the last few years, require some level of qualifying experience, as an example at least 2 years, on the board/commission/advisory committee/task force before acting as a pre screener to the council subcommittee. If this experience is not present, perhaps utilize former board/commission/advisory committee/task force members the with demonstrated capability in assessment of criteria outlined in section 7.0.

I applaud the city's effort to strengthen the breadth, depth, and quality of participation in matters important to the community. Thoughtfully populated and well-functioning boards/commissions/advisory committees/task forces can be valuable and impactful for all. In cases where they are not, they can become wasteful exercises in frustration for staff liaisons and members alike.

Paul Speer

From: Wynn Grcich
To: Rebecca Messinger; Victorialeeferrer@gmail.com; Cemal Richards; City Council; Vern Jeremica
Subject: Fwd: Best Of March
Date: Wednesday, April 2, 2025 8:51:18 PM

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

Please send to council members and Melnick. Put on public record and confirm that you did. If from Wynn.

---------- Forwarded message ---------
From: **Water Online Newsletter** <[redacted]>
Date: Wed, Apr 2, 2025, 3:21 AM
Subject: Best Of March
To: <[redacted]>

Water Online Newsletter | April 02, 2025 | View web version here.

WATER ONLINE NEWSLETTER

MOST POPULAR ARTICLES

Four Tips For A Successful PFAS Removal Pilot Study



By Calgon Carbon Corporation

Follow these key steps to conduct a successful pilot study to help remain below their target contaminant limits and cost-effectively comply with regulations.

Filtration Of Invasive Zebra Mussels From Lake Michigan

By Amiad Water Systems

Due to new construction and foot print limitations for the Milwaukee Art Museum, a new chiller feed line was fed directly from Lake Michigan and a filtration system was needed to prevent zebra mussels from entering the feed line and clogging the system.

Iron, Manganese, And Arsenic Pilot Study In The Golden State (Loprest)

By WRT - Water Remediation Technology

This report summarizes results and conclusions of a groundwater treatment pilot test program. This pilot test program was undertaken to demonstrate the effectiveness of water treatment products that employ

oxidation and filtration to remove iron, manganese and arsenic to levels well below MCL's. Operating data collected during the study will be used to confirm the design of full-scale facilities.

How Utilities, Engineers, And Manufacturers Can Overcome Mounting PFAS Compliance Workloads

By Transcend Water

Recent federal PFAS regulations will overwhelm consulting engineers, water and wastewater utilities, and equipment manufacturers as thousands of utilities work to comply. Generative design can enable these parties to meet the workload demand and deadlines.

AOPs And Industry: Guidelines For Effective Contaminant Removal

By Steve Martin, De Nora

Using ozone and UV advanced oxidation processes (AOPs) can help industrial facilities achieve compliance, but what's the right process for your application?

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From: Wynn Grcich
To: Reform Clark County - Rob Anderson; Rebecca Messinger; City Council; Baker, Cale; Vern Jeremica; Victorialeeferrer@gmail.com; Harris, Rep. Paul; Derek Kemppainen
Subject: Fwd: mRNA covid injections cause long-term changes to chromosomes, increasing the risk of leukaemia and brain tumours, new study warns
Date: Wednesday, April 2, 2025 4:53:36 PM

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---------- Forwarded message ---------
From: **The Expose** <donotreply@wordpress.com>
Date: Wed, Apr 2, 2025 at 9:37 AM
Subject: mRNA covid injections cause long-term changes to chromosomes, increasing the risk of leukaemia and brain tumours, new study warns
To: [redacted]

please send to council members and Melinick. Put on public record and confirm that you did. Thanks from Wynn

Read on blog or Reader

The Expose Read on blog or Reader

mRNA covid injections cause long-term changes to chromosomes, increasing the risk of leukaemia and brain tumours, new study warns

By **Rhoda Wilson** on April 2, 2025

mRNA covid injections cause long-term changes to chromosomes, increasing the risk of leukaemia and brain tumours, new study warns



A peer-reviewed study by 19 German researchers links the mRNA covid-19 injections to the onset of cancer and autoimmune disorders.

The researchers identified long-term changes in a key component of chromosomes, which can promote tumour growth and are associated with leukaemia and brain tumours.

Experts, including epidemiologist Nicolas Hulscher and immunologist Jessica Rose, say the study's findings raise serious concerns about the long-term safety of mRNA vaccines and strengthen calls to suspend or withdraw them.

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mRNA Vaccines Linked to Genetic Changes That Can Cause Cancer, Autoimmune Disorders

By Michael Nevradakis, PhD, as published by *The Defender* on 1 April 2025

A new peer-reviewed study links the mRNA covid-19 vaccines to long-term changes in genetic structures that can provoke an inflammatory response and lead to the onset of cancer and autoimmune disorders.

The study by 19 German scientists was published last week in *Molecular Systems Biology*. The researchers said their findings may account for "post-vaccination inflammatory diseases which occur in a small number of vaccinated individuals."

Journalist Alex Berenson said the study shows that mRNA vaccines can alter human chromosomes in ways linked to leukaemia and brain tumours. This occurs when the mRNA vaccines "train" immune cells to sustain a pro-inflammatory immune response.

According to epidemiologist Nicolas Hulscher, "This study adds to the large body of evidence describing potent immune dysregulating effects of mRNA injections."

Hulscher said the study raises "serious concerns about long-term immune homeostasis and the potential for chronic inflammatory disease, autoimmune sequelae and even oncogenic processes."

Immunologist and biochemist Jessica Rose, PhD, said the study confirms what is already known about the risks of mRNA vaccines. She said:

> Repeat injection leads to a boatload of immunological modifications. This is not new information. We know that these kinds of changes can occur. It is not surprising to me that they found this.
>
> If the systemic reach goes far enough, such as to stem cells, then repeated injection could potentially induce epigenetic changes in these cells, especially since hematopoietic stem cells are known to develop innate immune memory in response to certain stimuli like infections or other vaccines.

Epigenetics refers to how human behaviour and the environment can cause changes that affect how genes work. According to Berenson, the changes caused by the mRNA covid-19 injections are epigenetic, as "they occur around DNA's core and activate genes in ways that can promote tumour growth."

"The risk here is, of course, prolonged and excessive inflammation, which might contribute to tissue damage or chronic inflammatory conditions in some contexts, which we do see in pharmacovigilance data," Rose said.

mRNA Led to Genetic Alterations Connected to Leukaemia,

Brain Tumours

For their study, the researchers examined changes in the chromosomes of macrophages - immune cells that circulate in the blood - among people who had received mRNA covid-19 vaccines. The study found that the vaccines altered a key component of these chromosomes - the histones.

A histone is a "DNA-binding protein that gives DNA its 3D structure," said Karl Jablonowski, PhD, senior research scientist at *Children's Health Defense*. Most scientific studies on the modification of histones "primarily focus on the manifestation of disease," Jablonowski said. He added:

> The familiar X and Y images of chromosomes are only possible because DNA wraps around histone proteins. They are among the most evolutionary conserved proteins among all multicellular life. Plants, animals or fungi that attempt reproduction with a small random mutation that changes the histone protein will not survive - probably not past the first cell's division.

Berenson said that histones play a key role in processing genetic material. "When histones are more widely separated, cells will process, or transcribe DNA more actively - potentially leading to tumour growth."

The researchers identified a change called "histone 3 lysine 27 acetylation" (H3K27ac) and observed "persistent epigenetic memory of SARS-CoV-2 mRNA vaccination in monocyte-derived macrophages." According to Berenson, this alteration "is known to be found in several different types of cancer and has attracted increasing scientific attention."

The study found that the H3K27ac changes occurred across multiple chromosomal regions and were found to persist for many months after vaccination. According to the researchers, this suggests that similar alterations are occurring in monocytes - a type of white blood cell that produces macrophages.

The findings mirror the outcomes of other recent peer-reviewed studies that have examined H3K27ac alterations. A Chinese study published in February found that H3K27ac has "emerging potential as a therapeutic target in cancer."

A Polish study last year found that H3K27ac alterations were associated with cancers such as leukaemia and gliomas, or brain tumours.

Study Results Strengthen Calls to Suspend or Withdraw mRNA Vaccines

The study was accompanied by a published discussion with outside reviewers, in which the researchers said that the alterations they identified are likely also occurring in bone marrow cells - from which leukaemia can originate.

Berenson suggested that this may account for rising leukaemia diagnoses in countries like Japan, with a high rate of mRNA vaccination.

"Leukaemia is essentially a cancer of stem cells and Japanese researchers have found a statistically significant increase in leukaemia in Japan in 2022 and 2023. Japan relied almost exclusively on mRNA jabs against covid, and nearly every adult received both the initial two-shot regimen and a booster," Berenson wrote.

Last year, Japan became the first - and so far only - country to approve a self-amplifying mRNA covid-19 vaccine.

Berenson said the researchers avoided making a connection between the mRNA vaccines and bone marrow alterations in the published paper itself for unclear reasons.

The paper's authors did not respond to a request for comment.

Jablonowski said it was "painful" to read the paper "because of their conviction and arrogance that histone modification only had an upside."

"It was the result of a vaccine and, in the authors' eyes, could do no wrong," Jablonowski said. "Unintended reprogramming of progenitor cells" - cells with the ability to differentiate into different cell types, including stem cells - "is not to be lauded, it is to be feared." He added:

> With every advancement in knowledge of the mRNA-based covid-19 vaccines, we are again reminded of our own complacency about the blinded rush to push these products into every American.
>
> With the revelation of epigenetic reprogramming of progenitor cells, quite capable of causing disease, would the US Food and Drug Administration [FDA] so blindly approve mRNA products, the Centres for Disease Control and Prevention [CDC] so blindly recommend them and politicians so blindly mandate them?

Rose said the study's findings strengthen growing calls by scientists to suspend or ban mRNA vaccines.

A petition before the FDA, filed earlier this year by a group of scientists, calls for the suspension or withdrawal of the mRNA covid-19 injections. The petition cites evidence that the products are unapproved gene therapies and contaminated with DNA plasmids.

Several recent studies have also questioned the safety of the mRNA injections.

A 2023 preprint study detected levels of synthetic DNA in the Pfizer and Moderna covid-19 injections 18 to 70 times above regulatory limits.

A December 2024 peer-reviewed study supervised by FDA scientists detected synthetic DNA contamination levels in the Pfizer and Moderna vaccines that were 6 to 470 times above regulatory limits.

Last week, Health and Human Services Secretary Robert F. Kennedy Jr. announced the creation of a sub-agency within the CDC that will focus on vaccine injuries.

Related articles in *The Defender*:

- FDA's Own Study Finds DNA Contamination in Pfizer Vaccines
- 'An Admission of Epic Proportions': Health Canada Confirms DNA Plasmid Contamination of Covid Vaccines
- 'Probably the Most Important Topic of Our Time': DNA Contaminants in Covid Shots Can Trigger Cancer, Alter Human Genome
- 'Long-Overdue Crack in the Dam': RFK Jr. to Create CDC Sub-agency Focused on Vaccine Injuries
- Scientists Petition FDA to Suspend or Withdraw mRNA Covid Vaccines

About the Author

Michael Nevradakis, with a PhD in media studies and master's degree in public policy, is based in Athens, Greece. He is a senior reporter for *The Defender* and host of 'The Defender In-Depth' on CHD.TV.

mRNA covid injections cause long-term changes to chromosomes, increasing the risk of leukaemia and brain tumours, new study warns



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Automattic, Inc.
60 29th St. #343, San Francisco, CA 94110

From:	Wynn Grcich
To:	Rebecca Messinger; Harris, Rep. Paul; [redacted]; City Council
Subject:	Watch "Cloud seeding and Chem Trails over America are REAL "Stop this right now!" w Nicole Shanahan" on YouTube
Date:	Wednesday, April 2, 2025 11:38:13 AM

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From: Dollar, Sarah
To: Dollar, Sarah
Subject: FW: Reminder: [redacted] shared this with you
Date: Wednesday, April 2, 2025 10:50:57 AM
Attachments: image001.png
image002.png

Sarah Dollar | Executive Assistant to the City Council
Pronouns: She/Her/Hers
CITY OF VANCOUVER, WASHINGTON
City Manager's Office (CMO)
Primary (Cell): 360-624-2949 | **Desk:** 360-487-8641
www.cityofvancouver.us

From: The Epoch Times <notification@theepochtimes.com>
Sent: Tuesday, April 1, 2025 3:00 AM
To: City Council <council@cityofvancouver.us>
Subject: Reminder: [redacted] shared this with you

You don't often get email from notification@theepochtimes.com. Learn why this is important

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I thought you'd be interested:

North Carolina Supreme Court Rules That Family Can Sue Over Vaccination

Without Consent

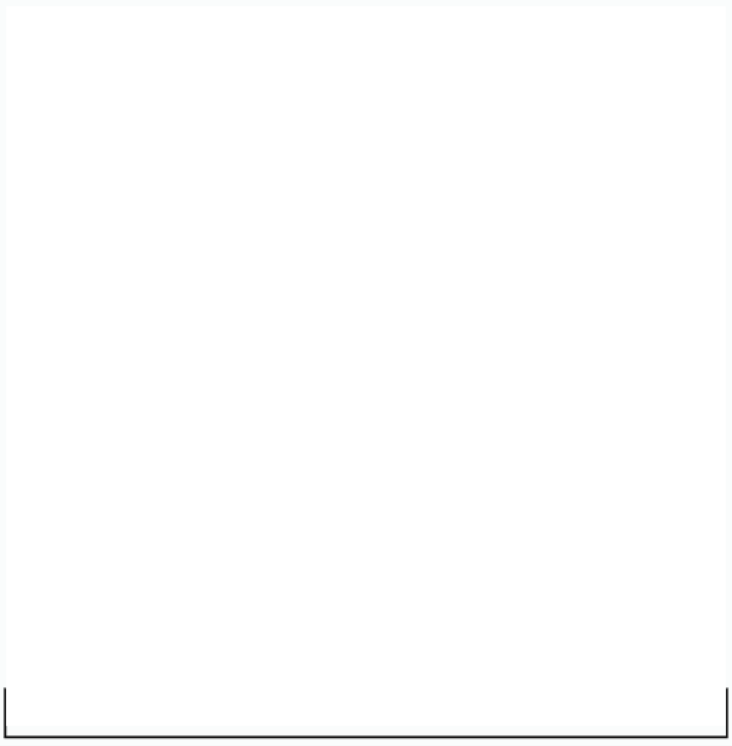
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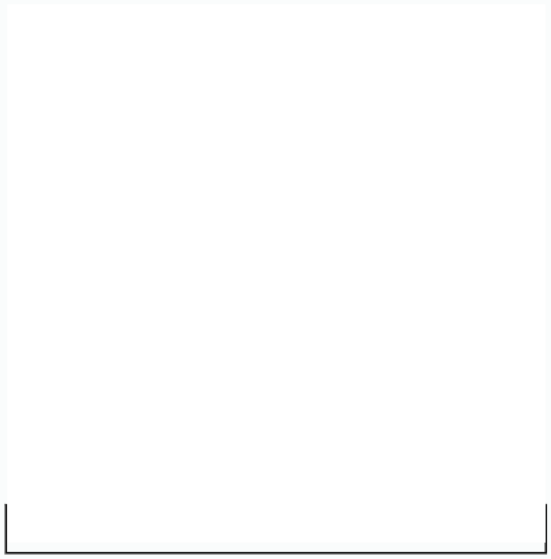
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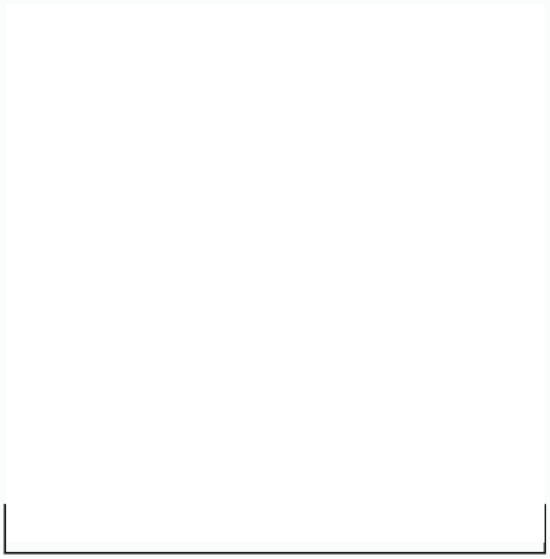


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From: Wynn Grcich
To: Rebecca Messinger; City Council
Subject: Watch "Trump"s Tariffs Will BOOST The Economy" on YouTube
Date: Friday, March 28, 2025 12:37:47 PM

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https://youtu.be/Epqd_cB0Muw?si=e_VuZbEIFikNU6V0 please send to council members and Melnick Melnick. Put on public record and confirm that you did. Thanks from Wynn. At a min.and a half, talks about Fauci and Collins making covid

From: Wynn Grcich
To: Rebecca Messinger; City Council; [redacted]; Cemal Richards; Vern Jeremica; George Hacker
Subject: Mmr vaccines
Date: Thursday, March 27, 2025 4:53:43 PM

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https://www.thefocalpoints.com/p/mmr-vaccine-deaths-exceed-measles?img=https%3A%2F%2Fsubstack-post-media.s3.amazonaws.com%2Fpublic%2Fimages%2Fccbf9dfe-4956-4013-90ed-3adbe0b63e0a_1200x1200.jpeg&open=false. Please send to council members and Melnick. Put on public record and confirm the you did. Thanks from Wynn

From:	Wynn Grcich
To:	Reform Clark County - Rob Anderson; Rebecca Messinger; [redacted]; Cemal Richards; City Council; Penelope Siemssen; Steven Bergman
Subject:	Fwd: Scientists Petition FDA to Suspend or Withdraw mRNA COVID Vaccines • Children"s Health Defense
Date:	Thursday, March 27, 2025 4:55:19 PM

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---------- Forwarded message ---------
From: **Laurel Pascual** <[redacted]>
Date: Thu, Mar 27, 2025, 12:03 AM
Subject: Scientists Petition FDA to Suspend or Withdraw mRNA COVID Vaccines • Children's Health Defense
To: Wynn Grcich <[redacted]>

https://childrenshealthdefense.org/defender/citizen-petition-fda-suspend-withdraw-mrna-covid-vaccines/

Sent from my iPhone

From: Wynn Grcich
To: Rebecca Messinger; City Council; [redacted]; Cemal Richards; Justin Forsman; Vern Jeremica
Subject: Re: Watch "Bird Flu Vaxx Is "LEAKY" & Dangerous Warns HHS Secretary RFK! w/ Dr. Pierre Kory" on YouTube
Date: Thursday, March 27, 2025 5:00:45 PM

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Did Dr. MELNICK read this ? HE should share this with his team of 21. Sincerely , Wynn

On Sun, Mar 23, 2025, 11:05 PM Wynn Grcich <[redacted]> wrote:

> https://youtu.be/6EOmdskTiBA?si=qL023lSwM0TpsZvu please send to council members and Melnick. Put on public record and confirm that you did. Thanks from Wynn

From: Wynn Grcich
To: Rebecca Messinger; [redacted]; City Council; Vern Jeremica; Justin Forsman; Patrick LOCKE; Laurie Pascual; Harris, Rep. Paul; Phil HOGAN
Subject: Fwd: Utah Makes History: First US State to Ban Fluoride in Drinking Water
Date: Thursday, March 27, 2025 5:05:26 PM

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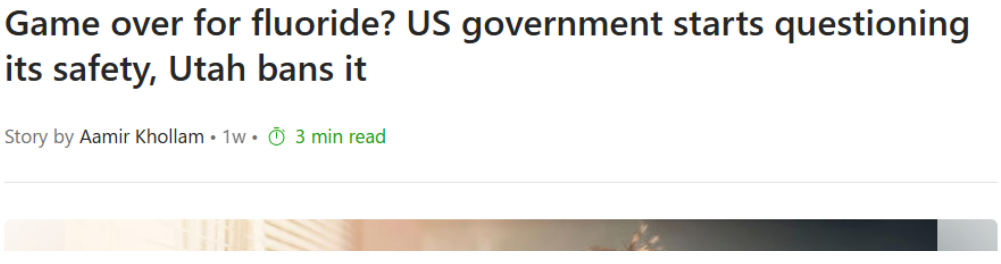
Please send to council members and Melnick. Put on public record and confirm that you did. Thanks from Wynn

---------- Forwarded message ---------
From: **The EMF Guy** <np@theemfguy.com>
Date: Wed, Mar 26, 2025, 3:11 AM
Subject: Utah Makes History: First US State to Ban Fluoride in Drinking Water
To: Wynn [redacted]



A watershed moment in water safety has just occurred very recently: Utah has become the first US state to ban fluoride in drinking water.

While this is exciting progress, it opens up a daunting but important conversation about *what else* is in our tap water.



Did you know? Recent studies from the Environmental Working Group have identified over 320 different chemicals in public water supplies across the country, with many of

these contaminants being relatively new concerns that weren't monitored just a few decades ago. (1)

That's why I'm excited to share a groundbreaking new resource with you:
"Toxic Tap: How to Protect Your Family from Hidden Water Contaminants"

This comprehensive guide brings together insights from leading environmental medicine experts, including:

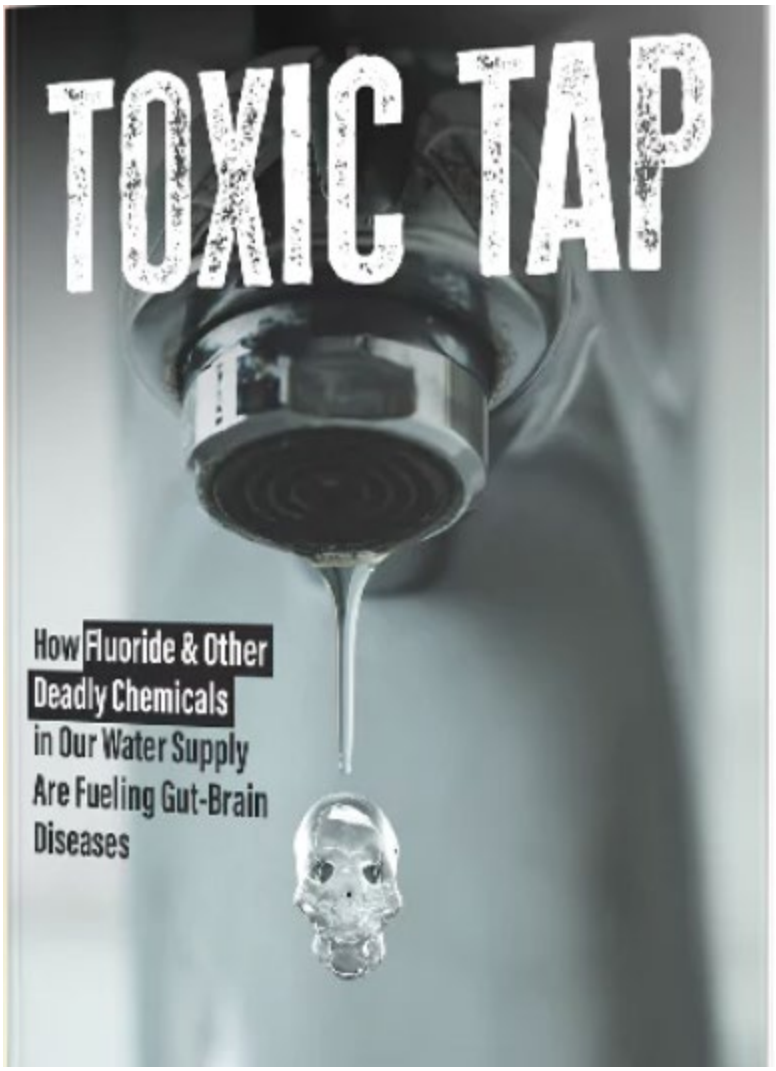
• Dr. Jonathan Group on the evolution of water contamination and practical solutions
• David Wolfe's research on optimal hydration for immune system support
• Dr. Lee Merritt's findings on water filtration technologies
• Plus evidence-based recommendations from dozens more respected practitioners

Inside this ebook, you'll discover:

The latest research on common tap water contaminants and their health impacts
Simple, science-backed methods to test your home's water quality
Expert-recommended filtration solutions for every budget
Natural ways to support your body's detox pathways
How to protect your family while staying practical and balanced

BONUS: When you download the book today, you'll also get fr.e.e access to the upcoming 12-episode "Healing Revolution" documentary series, featuring over 50 leading health experts sharing breakthrough natural health protocols.

The series begins April 7th, 2025, and you'll have front-row access to all episodes.



===> Click here to download your copy of "Toxic Tap" and secure your spot for the documentary series

Talk soon,

Nick

P.S. The water quality conversation is rapidly evolving. Get informed now with this evidence-based guide that cuts through the noise and gives you practical solutions.

Sources:

1. https://www.ewg.org/news-insights/news-release/2025/02/ewg-tap-water-database-update-shows-hundreds-contaminants

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From: Wynn Grcich
To: Rebecca Messinger; City Council
Subject: Fwd: BREAKING--President Trump Nominates Dr. Susan Monarez to Lead CDC
Date: Thursday, March 27, 2025 5:07:52 PM

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---------- Forwarded message ---------
From: **Peter A. McCullough, MD, MPH from FOCAL POINTS (Courageous Discourse)** [redacted]
Date: Wed, Mar 26, 2025, 2:24 AM
Subject: BREAKING--President Trump Nominates Dr. Susan Monarez to Lead CDC
To: [redacted]>

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Nominates Dr. Susan Monarez to Lead CDC

RFK Gives Strong Endorsement, Dr. McCullough Responds on Fox Business

PETER A. MCCULLOUGH, MD, MPH
MAR 26



READ IN APP

By Peter A. McCullough, MD, MPH

President Trump has **nominated Dr. Susan Monarez**, the current acting director of the U.S. Centers for Disease Control and Prevention and a longtime federal staffer, to the permanent position, a White House official confirmed Monday.

Monarez has been serving as the CDC's acting director since January and came from another federal agency, the Advanced Research Projects Agency for Health. Monarez, 50, holds a doctorate in microbiology and immunology from the University of Wisconsin, and her postdoctoral training was in microbiology and immunology at Stanford University.

David Asman host of The Evening Edit on Fox Business pressed Dr. McCullough on Monarez and what it is going to take to have the CDC regain trust from the current administration and public at large.

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From: Wynn Grcich
To: Rebecca Messinger; City Council
Subject: Jabs
Date: Wednesday, March 5, 2025 2:43:52 PM

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https://t.me/DrSimoneGold/2085.. please send to council members and MELNICK. Put on public record and confirm that you did. Thanks from Wynn

From: Wynn Grcich
To: Rebecca Messinger; [redacted]; Reform Clark County - Rob Anderson; City Council
Subject: Watch "Are Covid-19 Vaccines Causing Autoimmune Disorders? The SHOCKING TRUTH | Rheumatologist Dr. Micah Yu" on YouTube
Date: Tuesday, March 4, 2025 8:57:51 PM

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https://youtu.be/m4t9UvyGK0E?si=9PSssPLCsZFJ4TFD please send to council and MELNECK. Put on public record and confirm that you did. Thanks from Wynn

From: Wynn Grcich
To: Rebecca Messinger; [redacted]; Cemal Richards; Reform Clark County - Rob Anderson; City Council
Subject: Watch "Joe Imbriano warned us in 2018-60GHz blocks Oxygen uptake=fake virus=kill grid= forced vaccinations." on YouTube
Date: Tuesday, March 4, 2025 8:45:58 PM

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From: Wynn Grcich
To: Rebecca Messinger; City Council
Subject: Jabs
Date: Monday, March 3, 2025 11:47:39 PM

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https://t.me/DrJudyMikovitsHealthSecrets/857. Please send to council members and MELNICK. Put on public record and confirm that you did. Thanks from Wynn

From: Wynn Grcich
To: Rebecca Messinger; City Council
Subject: WEF
Date: Monday, March 3, 2025 1:13:04 PM

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https://t.me/DrJudyMikovitsHealthSecrets/844 please send to council and MELNECK. Put on public record and confirm that you did. Thanks from Wynn

From: Wynn Grcich
To: Rebecca Messinger; City Council; [redacted]; Reform Clark County - Rob Anderson; Cemal Richards; Vern Jeremica; Justin Forsman; Patrick LOCKE
Subject: Watch "Ivermectin and cancer" on YouTube
Date: Tuesday, March 25, 2025 3:13:42 PM

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https://youtu.be/xkT9Anef-JQ?si=N7Zo4Z9wUdbNNQyQ please send to council members and Melnick. Put on public recordand confirm that you did.Thanks from Wynn

From: Wynn Grcich
To: Rebecca Messinger; [redacted]m; Cemal Richards; Reform Clark County - Rob Anderson; Vern Jeremica; votebob@q.com; City Council; Kimberlee Elbon
Subject: Watch "CON-Trails or CHEM-Trails? Here"s the PROOF!" on YouTube
Date: Tuesday, March 25, 2025 3:20:44 PM

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https://youtu.be/I1nNIciosLw?si=iyXxVKyT8aro3HnV .please send to council members MELNICK on public record and confirm that you did. Thanks from Wynn

From: Wynn Grcich
To: Rebecca Messinger; [redacted]; Reform Clark County - Rob Anderson; City Council; Cemal Richards; electmichellebelkot@gmail.com
Cc: Gift Access
Subject: Check out this story from The Epoch Times
Date: Tuesday, March 25, 2025 8:12:49 PM

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State Supreme Court Issues Vaccination Ruling

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To: City Council
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From: Dollar, Sarah
To: Dollar, Sarah
Subject: FW: Measles, Tylenol, and More With Dr. Suzanne Humphries | Childrens Health Defense
Date: Tuesday, March 25, 2025 9:29:10 AM

Sarah Dollar | Executive Assistant to the City Council
Pronouns: She/Her/Hers
CITY OF VANCOUVER, WASHINGTON
City Manager's Office (CMO)
Primary (Cell): 360-624-2949 **| Desk:** 360-487-8641
www.cityofvancouver.us

From: Wynn Grcich [redacted]>
Sent: Monday, March 24, 2025 11:38 PM
To: Reform Clark County - Rob Anderson [redacted]
Subject: Measles, Tylenol, and More With Dr. Suzanne Humphries | Childrens Health Defense

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https://live.childrenshealthdefense.org/chd-tv/shows/good-morning-chd/measles-tylenol-and-more-with-dr-suzanne-humphries/?utm_source=txt&utm_medium=mms&utm_campaign=chd_tv. PLEASE SEND TO COUNCIL MEMBERS AND MELNICK. PUT ON PUBLIC RECORD AND CONFIRM THAT YOU DID. THANKS FROM WYNN

From:	Dollar, Sarah
To:	Dollar, Sarah
Subject:	FW: Watch "Bird Flu Vaxx Is "LEAKY" & Dangerous Warns HHS Secretary RFK! w/ Dr. Pierre Kory" on YouTube
Date:	Monday, March 24, 2025 3:20:57 PM

Sarah Dollar | Executive Assistant to the City Council
Pronouns: She/Her/Hers
CITY OF VANCOUVER, WASHINGTON
City Manager's Office (CMO)
Primary (Cell): 360-624-2949 | **Desk:** 360-487-8641
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From: Wynn Grcich <[redacted]
Sent: Sunday, March 23, 2025 11:05 PM
To: Rebecca Messinger [redacted]
Subject: Watch "Bird Flu Vaxx Is "LEAKY" & Dangerous Warns HHS Secretary RFK! w/ Dr. Pierre Kory" on YouTube

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https://youtu.be/6EOmdskTiBA?si=qL023lSwM0TpsZvu please send to council members and Melnick. Put on public record and confirm that you did. Thanks from Wynn

From: Wynn Grcich
To: Reform Clark County - Rob Anderson; Harris, Rep. Paul; Rebecca Messinger; City Council; Victorialeeferrer@gmail.com; Derek Kemppainen; Vern Jeremica; [redacted]; Eva I-hua Chao; Justin Forsman; Patrick LOCKE; Jenifer St.Mars; George Hacker
Subject: Watch "Dr. Kelly Victory: Texas Child w/ Measles, Pneumonia or Medical Malpractice? – Ask Dr. Drew" on YouTube
Date: Friday, March 21, 2025 11:18:14 AM

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https://www.youtube.com/live/AeeQOENHjUA?si=I4WWfr9DI5n0vHn5 . Please send to council members and Melnick.Put on public record and confirm that you did. Thanks from Wynn

From: Wynn Grcich
To: Harris, Rep. Paul; City Council; Rebecca Messinger; [redacted]; Derek Kemppainen; Ken Vance; Janet Salay; Patrick LOCKE; Laurie Pascual; Penelope Siemssen; Marlene Hurd; Marlowe Tyler; Eva I-hua Chao; Cemal Richards; Bill Coones; SENTIENTKRITTER; Steven Bergman
Subject: Fluoride
Date: Thursday, March 20, 2025 11:55:33 PM

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https://t.me/childrenshd/7332. Please send to council members and Melnick put on public record and confirm that you did. Thanks from Wynn

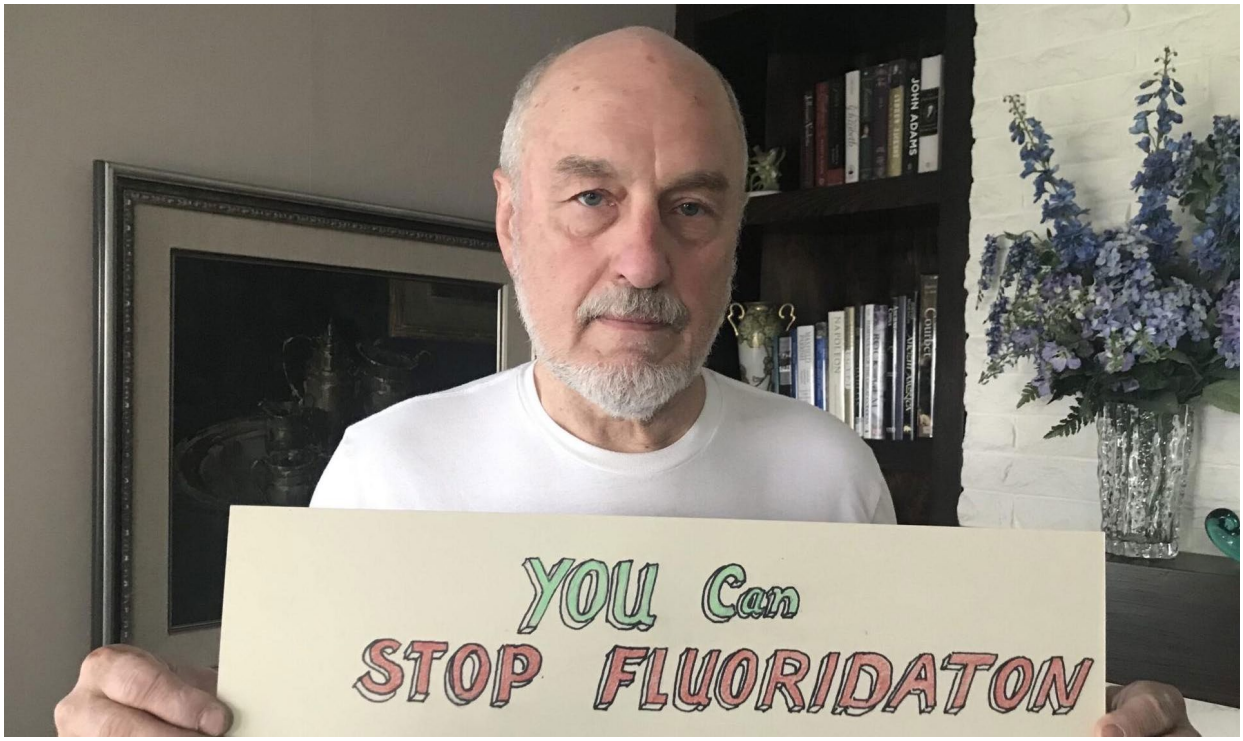
From: Wynn Grcich
To: Reform Clark County - Rob Anderson; [redacted]; Derek Kemppainen; Ken Vance; Taylor Anderson; advance two; Phil (JBS) (German Last Name); Baker Cale; City Council; Rebecca Messinger; Harris Rep. Paul; votebob@q.com; Vern Jeremica; Joleen Soma; Cemal Richards; Justin Forsman; Steven Bergman; George Hacker
Subject: Fwd: Dentist: Why I No Longer Promote Fluoridation
Date: Thursday, March 20, 2025 11:08:17 PM

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Please share with council members and Melnick. Put on public record and confirm that you did. Thanks from Wynn

---------- Forwarded message ---------
From: **Fluoride Action Network** <mail@networkforgood.com>
Date: Thu, Mar 20, 2025, 9:50 AM
Subject: Dentist: Why I No Longer Promote Fluoridation
To: <[redacted]>

Fluoride Action Network
fluoridealert.org



Dentist: Why I No Longer Promote Fluoridation

By Bill Osmunson, DDS, MPH

Freedom, Science, and Jurisdictional Authorities

I am a comprehensive cosmetic dentist with a master's degree in public health. I retired after 46 years of clinical practice and teaching. For the first 25 years, I promoted fluoridation. Then, I read both sides of the science, laws, and ethics and became opposed to Community Water Fluoridation (CWF), the addition of fluoride to tap water.
Freedom of choice is fundamental and ethical, especially for a disease that is not considered highly contagious or highly lethal. Almost everyone soon after birth has the bacteria contr buting to dental caries. The bacteria also need a receptive

host who lacks proper hygiene and frequently eats significant amounts of sugar and refined foods.
Fluoridation is not like a vaccine intended to gain herd immunity. Public health authorities use their “police powers” to medicate each individual without the patient’s consent, individual dosage control, doctor’s prescription and oversight, Food and Drug Administration (FDA CDER NDA) approval, or pharmaceutical-grade product manufactured according to Good Manufacturing Practices for Pharmaceuticals, quality research or safety studies. Individual freedom must be protected.
The FD&C Act charges the Food and Drug Administration to regulate substances intended to treat people.
The Environmental Protection Agency (EPA) regulates substances intended to treat water.
Over the last 20 years, a great deal of science has been published and many more have spoken up against fluoridation.
This is a current outline and not definitive.

The Fetus and Infants

1. Harm to the fetus and infants from the addition of fluoride to tap water is my biggest concern. Just 0.006 ppm fluoride increase to the fetus from mother’s blood and harms the development of the fetal brain. The fetal brain appears to be ultra-sensitive to toxins, such as fluoride.
2. Infants on formula made with fluoridated water receive 175 times more fluoride than mother’s milk. The higher dosage is similar to an adult drinking a toxic concentration of water at 125 ppm fluoride. (Fluoridation is 0.7 ppm)

Freedom of Consent is violated

3. Freedom is fundamental. Dental caries is not considered a highly contagious nor highly lethal disease. We all have opportunistic bacteria soon after birth. Fluoridation does not prevent the spread of the bacteria. The intent of fluoridation is to treat each person.

No Significant Benefit from Fluoridation

4. Only one Randomized Controlled Trial (1997) of fluoride ingestion’s alleged benefit has been published and it did not report statistical benefit. No high-quality research over 80 years has reported benefit of caries reduction from fluoride ingestion. Observational studies lack control for unknowns and have numerous problems. Without high-quality research demonstrating significant benefit and with known risks, using police powers to force treatment is unethical.
5. The Cochrane (2024) Meta-Analysis, included 157 studies since 1975, all non-randomized trials and all observational. The study reported a 3% to 4% possible benefit or no benefit. Studies on the effectiveness of fluoridation had higher risk of bias: imprecision, inconsistency, confounding factors, lack of blinding (which can have a 22% to 68% effect size), and older evidence. Studies found no evidence of fluoridation’s effect for the poor. Cessation had very-low certainty of evidence. The alleged ‘benefit’ of fluoridation can be explained away by biased un-blinded examiners. Add confounders such as diet, genetics, environment, oral hygiene, and much more, provides observational data without the weight of confidence needed to determine benefit. The FDA warns the evidence is incomplete.
6. The LOTUS (2024) study of 6.4 million people in the UK, largest study ever done, reported a 2% possible benefit and no meaningful benefit for the poor.
7. The CATFISH study (2022) reported a 4% benefit for younger children and no benefit for the poor.
8. The Iowa (2018) NIH funded study reported no significant correlation of fluoridation and caries.
9. The National Health and Nutrition Evaluation Survey previously reported 60% of children ingest too much fluoride as measured with dental fluorosis, a biomarker of too much fluoride, with newer surveys reporting rates between 70-87% (Dong et al., 2021) and (Hung et al., 2023).

Do Not Swallow. Fluoridation is Not Safe

10. The National Research Council in 2006, reported risk from fluoride to teeth, skeleton, arthritis, chondrocyte metabolism, reproductive and developmental effects, neurotoxicity, neurobehavioral effects, endocrine system, thyroid, (Diabetes, Obesity) gastrointestinal, renal, hepatic, and immune systems, genotoxicity, and carcinogenicity. Research in the last 19 years has supported the NRC’s concerns on each of those risks and added more detail, confidence, and weight of evidence and added further risks of harm. Synergistic effects and a margin of safety for variation in the amount of water consumed each day, chemical sensitivities, allergies, and genetics must be included.
11. The FDA Warns, “Do Not Swallow” on the toothpaste label, referring to a 0.25 mg of fluoride, the same dose as an 11 oz glass of fluoridated water.
12. The National Research Council (2006) reported caries benefit is topical.
13. CDC MMWR confirmed that benefit is “post-eruptive and topical,” not swallowed.
14. The Federal Court (2024) under the Toxic Substance Control Act determined that 1 liter/day of fluoridated water is an “Unreasonable Risk.”
15. The Florida Surgeon General warns, fluoridation is “Public Health Malpractice.”
16. The EPA Scientists through their Union, warned fluoridation “Boarders on Criminal Act” and the Safe Drinking Water Act prohibits the addition of anything to treat disease in humans.

17. The Washington State Board of Pharmacy determined fluoride is a "Legend Drug," which requires a doctor's prescription. The Idaho State Board of Pharmacy determined fluoride is a drug. The FDA testified to Congress, fluoride is a drug.
18. The Washington State Board of Health was warned by the FDA that if FDA approval was requested, fluoridation would be banned.
19. The FDA has warned that unapproved drugs are Illegal drugs
20. The Utah State Legislature (2025) has passed legislation banning fluoridation.
21. The U.S. National Toxicology Program reported with moderate confidence that fluoride lowers IQ at 1.5 mg/L in water, the same dose as 2 liters of fluoridated water and 10% of the public drinks 2 liters or more, some over 10 liters/day.
22. FDA, EPA, CDC & 3 of the largest raw product fluoride manufacturers under oath did not have a single safety study on fluoride for the developing brain. China does not fluoridate their water and sends some of their fluoride industrial waste product to the USA for us to drink.
23. "Endorsements" by well-meaning people or agencies do not have the scientific weight of regulatory agencies such as the Food and Drug Administration. For example, the American Dental Association endorses fluoridation; however, in court, the ADA testified that they had no duty to protect the public from harm. In contrast, the duty of regulatory agencies is to protect the public. The regulatory agencies in Austria, Belgium, Denmark, Norway, Netherlands, and Japan have rejected fluoridation. The regulatory agencies in Finland, Germany, and Hungary have suspended fluoridation. The regulatory authorities in Sweden and China have banned fluoridation. Israel suspended fluoridation.
24. The dosage for benefit is "Unknown." We don't know how much fluoride is needed to prevent dental caries, if any. Fluoride can not migrate through the tooth from the pulp to where the caries are forming on the outside of the tooth. Dental caries is not the result of an inadequate intake of fluoride. For example, scurvy is the result of inadequate vitamin C. Fluoride compounds added to water are EPA contaminants and do not meet the criteria of nutrients or minerals. Fluoridation is not cost-effective if damage just to the teeth are included.
25. Secretary Kennedy at HHS and Commissioner of the FDA Marty Makary MD, are opposed to adding fluoride to public water in part because chronic diseases appear to probably be related to the total toxic burden we are exposed to.
26. No Margin of Safety has been provided by the EPA or fluoridation lobby.
27. A person wanting to ingest fluoride can get a prescription from their doctor or disregard the FDA and swallow a tiny pea-sized amount of toothpaste.
28. Why did I support fluoridation? I failed to read the research for myself on both sides of the controversy. In dental school I was taught fluoridation was effective. In practice I saw patients with good dental health and some with poor dental health and assumed the difference was fluoridated water. The science convinced me I was wrong. Today, there is no reason, other than pride, saving face and failure to read and understand the science, for my professions of dentistry and public health to continue to support fluoridation.

29. When the cost to treat both cosmetic and functional dental fluorosis and lower wages from IQ loss are included in a" cost-benefit-risk analysis," fluoridation is a net loss of over $550 per person per year.

30. We must require a higher level of scientific evidence in public health for both benefit and safety when individual freedom of choice is violated and public health's police powers are used.
Please contact me for references: bill@teachingsmiles.com
Share a link to Dr. Osmunson's statement

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Fluoride Action Network
North Sutton, New Hampshire
info@fluoridealert.org
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Staff Report: 067-25

To: Mayor and City Council
From: City Manager
Date: April 14, 2025

Subject
Construction Acceptance - Water Station 5 Reservoirs and Booster Station - ITB 21-28

Key Points

- The project constructed seismically resilient drinking water infrastructure.
- The project included energy efficiency, site safety, and security upgrades.
- Frontage improvements include new sidewalks, trees, landscaping, and street lighting, consistent with the Heights District Redevelopment Plan.
- The Apprenticeship Utilization Goal of 8% was exceeded with 9%.

Strategic Plan Alignment
Housing and Human Needs – meeting basic needs and partnering with organizations to support the community

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

Present Situation
Rotschy constructed two seismically resilient 4-million-gallon reservoirs and a booster pump station. The Water Station 5 site is located at 5401 Idaho Street in the Heights District.

The project also included energy-efficient upgrades by replacing outdated street and site lighting with LED light fixtures, installed efficient pumping through hydraulic design and high-efficiency equipment, and added individual meters to monitor and adjust power consumption to optimize performance. Sustainable practices were followed during construction by salvaging the large wooden timbers from the original reservoir for reclaim and reuse.

In addition to the new reservoirs and pump station, site upgrades were made to improve maintenance access, security, and operator safety. The water facility sits along both Idaho Street and Mill Plain Boulevard and those street frontages were improved with new sidewalk, street lighting, landscaping, and street trees, consistent with the Transportation's standards developed for the Heights District Redevelopment Plan.

Acceptance of the construction improvements facilitates the release of the contractor's retainage bond.

Final construction costs exceeded the original contract amount, $25,080,080.84, by 2.0%, mainly due to additional street improvements required to meet transportation standards that were developed for the Heights District Redevelopment Plan after the project had been bid.

TOTAL CONTRACT COSTS	
Labor, Equipment and Material	$23,551,164.21
Sales Tax	$2,027,857.58
Total	$25,579,021.79

The Apprenticeship Utilization Goal of 8.0% was exceeded by using 7,132.15 apprenticeship hours out of the total 75,690.50 project hours for a 9% apprenticeship utilization on this project.

Advantage(s)

1. Seismically resilient water infrastructure.
2. Energy efficient and sustainable.
3. Frontage improvements consistent with the Heights District Redevelopment Plan.
4. Secure and well-maintained water utility system.

Challenge(s)
None

Budget Impact
Sufficient funds were included in the 2021-2022 Water Capital Budget.

Prior Council Review
Council Workshop, August 2, 2021
Staff Report 161-21, November 1, 2021, Award of Bid

Action Requested
On Monday, April 14, 2025, accept the facilities as constructed by Rotschy, Incorporated, (Rotschy) of Vancouver, Washington, and authorize release of the contractor's bond, subject to receipt of all documentation required by law.

Staff Contact
Patrick Craney, Water Resource Engineer, patrick.craney@cityofvancouver.us

Attachments:
1. Water Station 5 Vicinity Map



CITY OF Vancouver WASHINGTON

Web Map

Vancouver Priority Facilities

UTILITIES	UTILITIES	FIRE
WATER STATION	WATER STATION	NATURAL GAS FACILITIES
COMMUNICATION	COMMUNICATION	EOC
MEDICAL	MEDICAL	OIL FACILITIES
POLICE	POLICE	CITY FACILITIES
AIRPORT	AIRPORT	SEWER PUMP STATION
WATER TREATMENT	WATER TREATMENT	PUMP STATION (Other)
		STORMWATER TREATMENT

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Staff Report: 068-25

To: Mayor and City Council
From: City Manager
Date: April 14, 2025

Subject
Construction Acceptance - 2024 Joint Agency Road Preservation Project - ITB 24-23

Key Points

- The project was jointly bid with Clark County and the City of Battle Ground. Each agency then separately contracted with the low bidder, One Way Trigger.
- One Way Trigger of Sacramento, California was awarded the 2024 Joint Agency Road Preservation Project in May 2024 and construction began in August 2024 and was physically complete in January 2025.
- The project applied micro-surfacing to 14 lane-miles (96,800 square yards) of streets.
- There was a 4% apprenticeship goal for this project. The contractor exceeded this goal by having 16% of project hours worked by apprentices.

Strategic Plan Alignment
Transportation and Mobility – a safe, future-ready and convenient transportation system

Present Situation
The project applied micro-surfacing to 14 lane-miles (96,800 square yards) of streets. One Way Trigger of Sacramento, California completed the subject improvements in accordance with the contract plans and specifications. This project was funded by the Pavement Management Program in the Street Fund.

TOTAL CONTRACT COSTS	
Labor, Equipment and Material	$1,027,540.85
Sales Tax	$0.00
Total	$1,027,540.85
Retainage	$0.00

The original contract bid amount was $2,927,868.44. Quantity reductions during construction resulted in a final contract value of $1,027,540.85. The quantities were reduced because the contractor experienced many equipment and material problems which significantly delayed the construction process. Because of these delays, work occurred late in the paving season, increasing the risk of not being able to complete paving before winter. City staff did not want streets left unfinished and unstriped for the winter. For this reason, city staff decided it was in the City's best interest to delete the remaining work after the highest-priority streets were complete, and to re-bid the remaining streets in a future paving project.

City staff is modifying the specifications for future similar projects with the goal of decreasing the possibility of similar material and equipment problems. Streets that were treated in the project met the requirements of the contract plans and specifications.

The contractor was able to exceed the apprenticeship goal by utilizing 642.25 apprenticeship hours out of the total 4,074.47 project hours.

Advantage(s)

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

Challenge(s)
None

Budget Impact
This project was funded by the Pavement Management Program in the Street Fund.

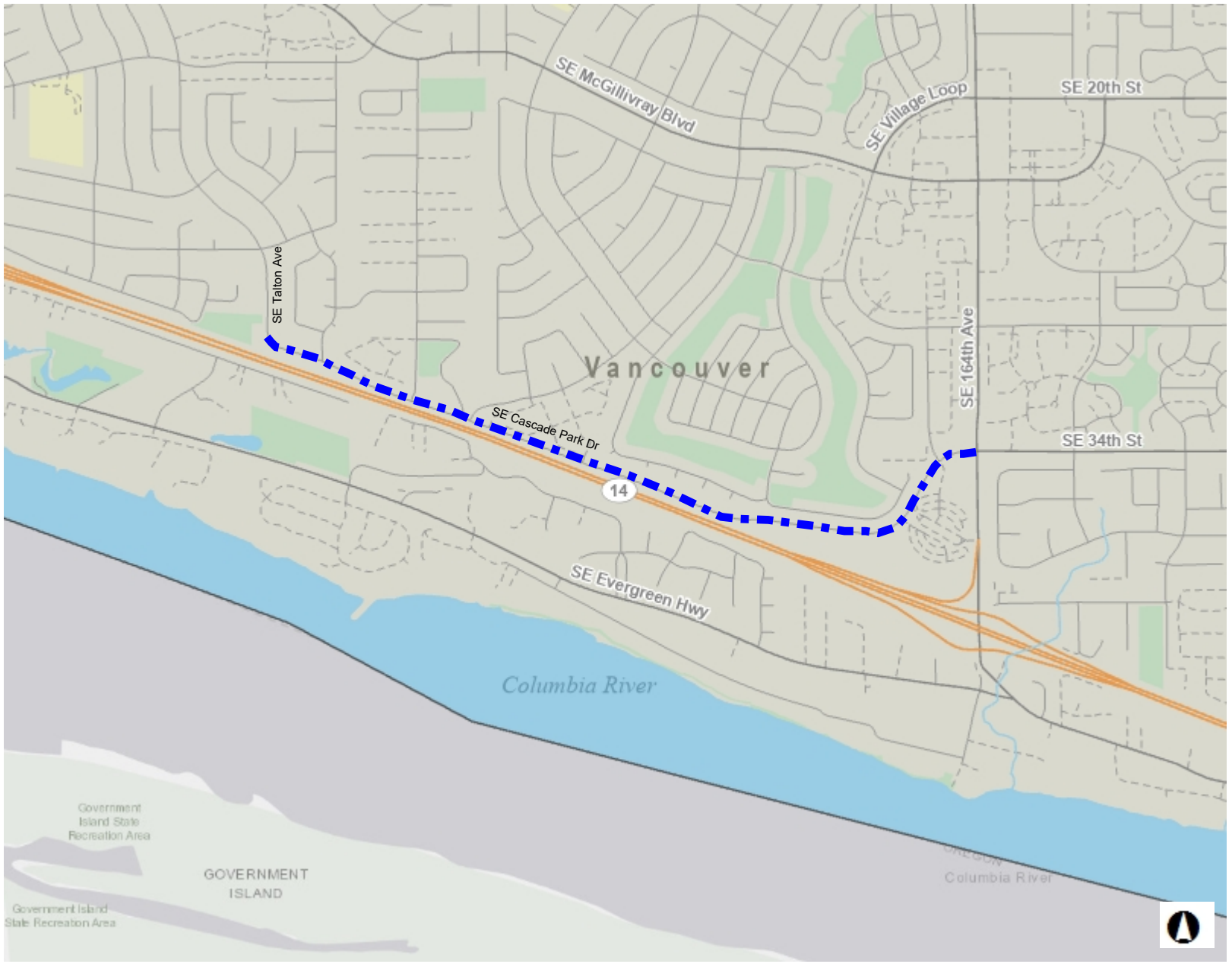
Prior Council Review
Staff Report 084-24, award of bid for 2024 Joint Agency Road Preservation Project on May 6, 2024.

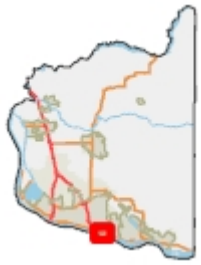
Action Requested
On Monday, April 14, 2025, accept the 2024 Joint Agency Road Preservation Project as constructed by One Way Trigger of Sacramento, California at the amended contract amount of $1,027,540.85, and authorize release of bond, subject to receipt of all documentation required by law.

Staff Contact
Charles Fell, Senior Civil Engineer, charles.fell@cityofvancouver.us

Attachments:
1. Vicinity Map

City of Vancouver 2024 Preservation - SE Cascade Park Dr





Notes:

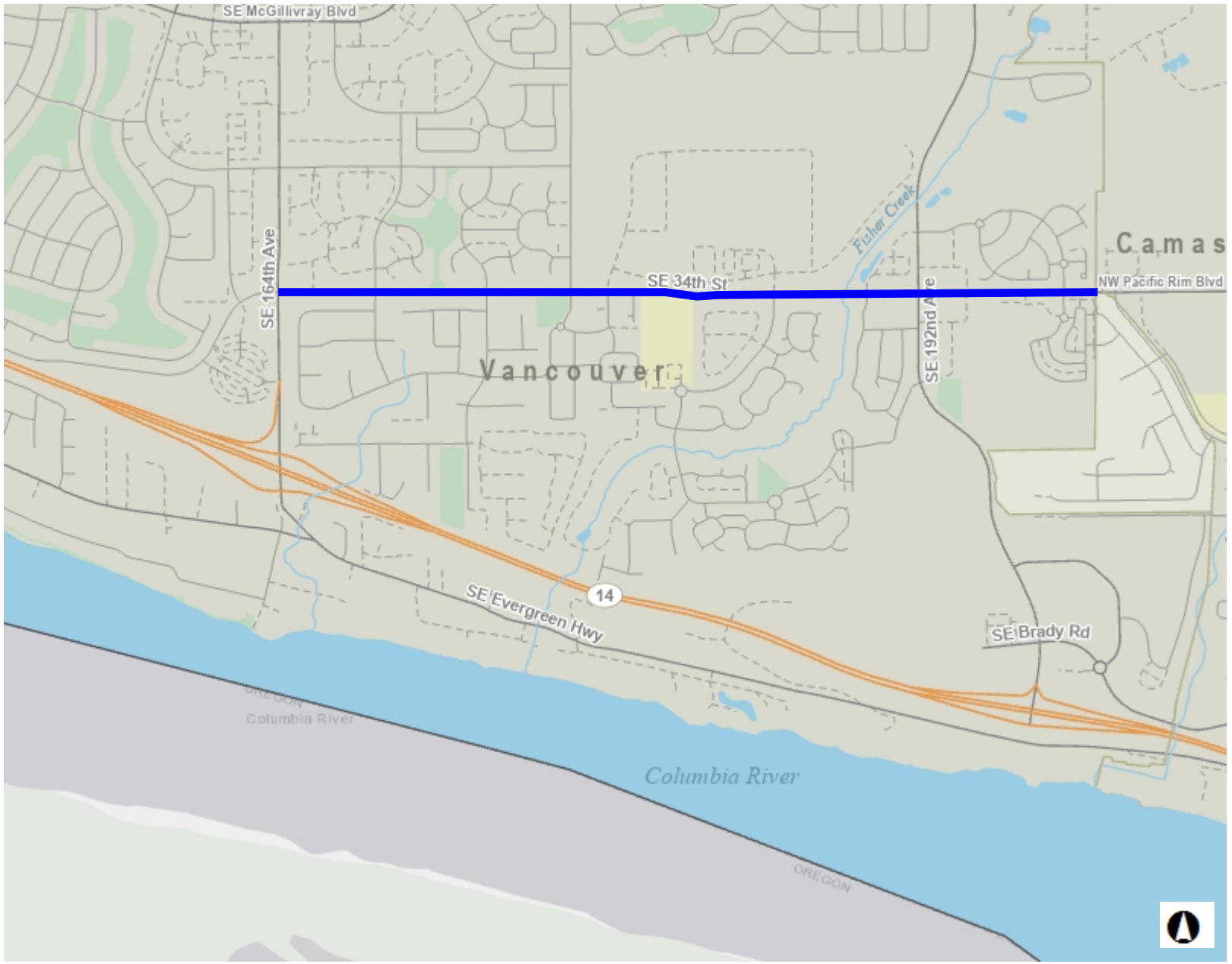
1. Treatment limits will be marked in the field.

2. Treatments that extend to arterial streets shall begin at the nearside face-of-curb of the intersection unless otherwise noted.

3. The treatment application shall extended around the radius at 2 locations on SE Cascade Park Dr. See the project's striping plans for more detail

= Type 2 Microsurfacing

City of Vancouver 2024 Preservation Streets - SE 34th St





Notes:

1. Treatment limits will be marked in the field.

2. Treatments that extend to arterial streets shall begin at the nearside face-of-curb of the intersection unless otherwise noted.

3. The treatment application shall extended around the radius at 1 location on SE 192nd Ave and at numerous locations on SE 34th St. See the project's striping plans for more detail

= Type 3 Microsurfacing

Staff Report: 069-25

To: Mayor and City Council
From: City Manager
Date: April 14, 2025

Subject
Construction Acceptance - 2024 East Curb Ramps Project - ITB 24-19

Key Points

- Advanced Excavating Specialists LLC of Kelso, Washington, was awarded the 2024 East Curb Ramps Project in April 2024.
- Construction began in April 2024 and was physically complete in July 2024.
- The project constructed ADA-compliant curb ramps at 74 locations on streets that were scheduled for resurfacing, microsurfacing, or cape seal in the summer of 2024, in accordance with Federal Highway Administration and ADA requirements.
- This project was funded by the Pavement Management Program in the Street Fund.

Strategic Plan Alignment
Transportation and Mobility – a safe, future-ready and convenient transportation system

Present Situation
The 2024 East Curb Ramps project included constructing ADA-compliant curb ramps, installing pedestrian push buttons and traffic cameras, and improving curbs and sidewalks. Advanced Excavating Specialists LLC has satisfactorily completed the subject improvements in accordance with the contract plans and specifications.

TOTAL CONTRACT COSTS	
Labor, Equipment and Material	$1,812,937.51
Sales Tax	$0.00
Total	$1,812,937.51
Retainage	$0.00

The original contract bid amount was $1,764,000.00. Quantity adjustments during construction resulted in a final contract value of $1,812,937.51. There was a 4% apprenticeship goal for this project. The contractor exceeded this goal by having 851 apprenticeship hours out of the total 10,365.90 project hours.

Advantage(s)

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

of the Contractor’s bond.

Challenge(s)
None

Budget Impact
This project was funded by the Pavement Management Program in the Street Fund.

Prior Council Review
Staff Report 065-24, award of bid for 2024 East Curb Ramps project on April 1, 2024.

Action Requested
On Monday, April 14, 2025, accept the 2024 East Curb Ramps project as constructed by Advanced Excavating Specialists LLC of Kelso, Washington, and authorize release of bond, subject to receipt of all documentation required by law.

Staff Contact
Charles Fell, Senior Civil Engineer, charles.fell@cityofvancouver.us

Attachments:
1. Vicinity Map

Vicinity Map



2/7/2024

H:\28\28927 – ON-CALL ENGR SRVC TRANSPORTATION\001 – 2024 EAST CURB RAMPS AND SIGNAL MODS\DESIGN_CD\CD-GEN-COVER-SHEETS-28927-001.DWG

811 Know what's below. Call before you dig.

DATE:	February 2024
DESIGNED BY:	KAI
DRAWN BY:	KAI
CHECKED BY:	EG
APPROVED BY:	HS
REVISIONS	
DATE No.	
FILE NAME:	
SCALE:	
HORIZONTAL:	
VERTICAL:	

ERIC GERMUNDSON — STATE OF WASHINGTON — 21006926 — REGISTERED PROFESSIONAL ENGINEER

02-07-2024

2024 EAST CURB RAMPS

City of Vancouver Public Works

JOB NUMBER PRJ072824

ACTIVITY ACT00587

G03

SHEET 3 OF 84

Staff Report: 070-25

To: Mayor and City Council
From: City Manager
Date: April 14, 2025

Subject
Construction Acceptance and Release of Retainage - 2024 Crack Sealing and Mastic Repair Project - ITB 24-26

Key Points

- The project completed crack sealing on approximately 59 lane miles of street.
- BCV Inc. of Wenatchee, Washington was awarded the contract for construction in May 2024. Construction began in May 2024 and was physically complete in September 2024.
- Final construction costs for the project are $384,392.60.
- There is no apprenticeship goal for this project because the contract amount is less than the $500,000.00 threshold for establishing an apprenticeship goal.

Strategic Plan Alignment
Transportation and Mobility – a safe, future-ready and convenient transportation system

Present Situation
The project completed crack sealing on approximately 59 lane miles of street. The original construction contract bid amount was $418,750.00. Quantity adjustments during construction decreased the final contract amount to $384,392.60. BCV Inc. of Wenatchee, Washington, has satisfactorily completed the subject improvements in accordance with the plans and specifications.

Advantage(s)

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

Challenge(s)
None

Budget Impact
The project is funded through the Pavement Management Program in the Street Fund.

Prior Council Review
The City Council awarded the construction contract May 6, 2024.

Action Requested
On Monday, April 14, 2025, accept the 2024 Crack Sealing and Mastic Repair Project as constructed

by BCV Inc. of Wenatchee, Washington, and authorize release of the retainage in the amount of $19,219.63, subject to receipt of all documentation required by law.

Staff Contact
Charles Fell, Senior Civil Engineer, charles.fell@cityofvancouver.us

Attachments:
None

Staff Report: 071-25

To: Mayor and City Council
From: City Manager
Date: April 14, 2025

Subject

Construction Acceptance and Release of Retainage - 2024 Joint Agency Slurry Seal Project - ITB 24-22

Key Points

- The project was jointly bid with Clark County. Each agency then separately contracted with the low bidder, Blackline Inc.
- Blackline Inc, of Vancouver, Washington, was awarded the 2024 Slurry Seal Project in April 2024 and construction began in July 2024 and was physically complete in August 2024.
- This project was funded by the Pavement Management Program in the Street Fund.
- There were no apprenticeship goals for this project as the contracted amount fell below the $500,000 threshold for the establishment of an apprenticeship goal.

Strategic Plan Alignment

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

Present Situation

The 2024 Joint Agency Slurry Seal project includes approximately 28 lane miles of street preservation. Blackline Inc. of Vancouver, WA, has satisfactorily completed the subject improvements in accordance with the contract plans and specifications.

TOTAL CONTRACT COSTS	
Labor, Equipment and Material	$378,500.98
Sales Tax	$0
Total	$378,500.98
Retainage	$18,925.05

The original contract bid amount was $412,030.00. Quantity adjustments during construction reduced the contract for a final contract value of $378,500.98.

Advantage(s)

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

Challenge(s)
None

Budget Impact
This project was funded by the Pavement Management Program in the Street Fund.

Prior Council Review
Approval of 2024 Joint Agency Slurry Seal project, Staff Report #075-24, on April 15, 2024.

Action Requested
On Monday, April 14, 2025, accept the 2024 Joint Agency Slurry Seal Project as constructed by Blackline Inc., of Vancouver, Washington, and authorize release of retainage in the amount of $18,925.05, subject to receipt of all documentation required by law.

Staff Contact
Charles Fell, Senior Civil Engineer, charles.fell@cityofvancouver.us

Attachments:
1. 2024 Slurry Seal Streets Map


NW FRUIT VALLEY RD
NW LOWER RIVER RD
Oak Lower Road
Gateway
Harborside
Fruit Valley
Fourth Plain
Newhouse
Columbia House
Columbia
Hidden
Marine Park
Columbia River
SR 500
SR 14
Mill Plain
McLoughlin
Main
Broadway
Washington
Esther
Grand
Andresen
Fort Vancouver
Evergreen
Burton
Bella Vista
Northshore
Fisher
Brady
New Creek
Columbia Palisades
Columbia Ridge
NE FOURTH PLAIN RD
Oak View
Padden
Paddenwood
Cascade Park
Vancouver Mall
Sharmel
Sandpoint
Pinehurst
Cedarbrook
Alpine
Meadow Glade
Meadow Homes
Hazel Dell
Salmon Creek
Andresen Park
Burnt Bridge Creek
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Staff Report: 072-25

To: Mayor and City Council
From: City Manager
Date: April 14, 2025

Subject

Bid Award - Marine Park Wastewater Treatment Facility Influent Pumps 2 and 5 Replacement - ITB 25-09

Key Points

- The Marine Park Wastewater Treatment Facility influent pump station is critical infrastructure that pumps sewage from the wastewater collection system to the facility for treatment.
- Two of the existing influent pumps (pumps no. 2 and no. 5) experience frequent clogs and failures. Pump no. 2 is now damaged beyond repair.
- The new replacement influent pumps for no. 2 and no. 5 are modern, non-clog pumps that have been sized to meet current and future wastewater flows to accommodate population growth.

Strategic Plan Alignment

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

Present Situation

The Marine Park Wastewater Treatment Facility influent pump station consists of five pumps, including three large pumps and two smaller pumps, that pump sewage from the wastewater collection system to the facility for treatment. Three of the five influent pumps including pumps no. 2, no. 3 and no. 5, are original to the 1990s construction of Marine Park and, when used, shut down within 48 hours due to clogging caused by wipes and other materials. During the last 14 years, the two other pumps (pumps no. 1 and no. 4) were replaced with modern, non-clog pumps that have been proven reliable.

The project will replace the failed pumps with the same style modern, non-clog pumps designed to meet current and future wastewater flows in accordance with the City's NPDES (National Pollutant Discharge Elimination System) permit issued by Washington Department of Ecology. The project includes minor structural, electrical and mechanical modifications to the influent pump station, and installation of the two new influent pumps. At the conclusion of this project, there will be three large and one smaller modern, non-clog pumps. The remaining older, smaller pump is functional.

On March 11, 2025, bids were opened for this project (ITB 25-09). Bids were received from seven (7) firms:

SUMMARY OF BIDS	
BIDDER	**AMOUNT**
Wester United Civil Group	$853,295.00

Advanced Escavating Specialists	$875,035.00
Slateco, LLC	$891,340.00
Lee Contractors, LLC	$993,395.60
Stellar J Corporation	1,036,269.33
McClure and Sons, Inc.	$1,108,720.43
Platinum Industrial, Inc.	$1,136,433.96
Engineers Cost Estimate	$839,000.00

The contractor plans to exceed the 3% apprenticeship goal by utilizing 346 apprenticeship hours out of the total 1,894 project hours.

Advantage(s)

1. The new pumps will ensure reliability, redundancy and capacity for all wastewater flow conditions.
2. The new pumps are non-clog and will require less maintenance.
3. The new pumps will provide increased pumping capacity that will handle projected wastewater flows from population growth through at least year 2050.

Challenge(s)
None

Budget Impact
The Marine Park Wastewater Treatment Facility Influent Pumps 2 and 5 Replacement construction project is programmed into the 2025 Wastewater Treatment Capital budget for $800,000. Funds are available in the 2025 capital budget to transfer to this construction project. Due to long lead time, the pumps were pre-purchased under a separate contract at a price of $586,356 using funds in the 2024 capital budget for Wastewater Treatment.

Prior Council Review
Approved in the 2025-2026 Wastewater Treatment Capital Budget.

Action Requested
On Monday, April 14, 2025, authorize the City Manager, or designee, to award and execute a construction contract and any required amendments with Western United Civil Group., of Yacolt, WA for Marine Park Wastewater Treatment Facility Influent Pumps 2 and 5 Replacement at the Marine Park Wastewater Treatment Facility at their bid price of $853,295, which includes Washington State sales tax.

Staff Contact
Frank Dick, Wastewater Treatment Program Manager, frank.dick@cityofvancouver.us

Attachments:
1. Marine Park WWTF Vicinity Map
2. ITB25-09-UnExContract



Marine Park WWTF

CITY OF Vancouver WASHINGTON

Esri Community Maps Contributors, County of Clark, WA, Oregon Metro, Oregon State Parks, State of Oregon GEO, WA State Parks GIS, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS

CONSTRUCTION CONTRACT # C-101929
ITB 25-09: Marine Park Influent Pump Station Pumps 2 And 5 Replacement

This Contract (hereinafter referred to as the "Contract") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (hereinafter referred to as the "City") and Western United Civil Group, LLC, PO Box 236, Yacolt, WA 98675 (hereinafter referred to as the "Contractor"). The City and the Contractor may be collectively referred to herein as the "Parties" or individually as a "Party."

WHEREAS, the City desires to engage the Contractor to provide public works construction and other related services for the work described herein;

WHEREAS, Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 25-09 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions, and City Council's approval on Click here to enter a date per Staff Report No. ##-##; and

WHEREAS, the Contractor represents 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.

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

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

   This Contract provides for the demolition of two sewage pumps and the installation of two new sewage pumps, including the supports and appurtenances, at the Marine Park Wastewater Treatment Plant influent pump station and other work, all in accordance with the attached Contract Plans, these Contract Provisions and the Standard Specifications. The two replacement pumps have been pre-purchased by the City and are expected to arrive in April 2025.

   The Contract Work shall be Physically Complete within 140 Working Days from the Notice to Proceed.

2. **EFFECTIVE DATE:** This Contract is effective as of the last signature of the Contract.

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

days after execution of this Contract. Contractor shall ensure all Contractor employees and any subcontractor(s) assigned to perform work under this Contract 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 RESPONSIBLITIES FOR SUBCONTRACTOR:** 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 federal, state and municipal laws, rules and regulations whatsoever.

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

   a. 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.
   b. Have a current Washington Unified Business Identifier (UBI) number.
   c. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350.
   d. 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 civil judgement 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.
   e. If applicable, have:
      i. Industrial Insurance (worker's 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.
   f. 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 as prescribed in the solicitation and Contractor's Bid, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does include 8.7% Washington State Sales Tax (if applicable) $853,295.00 USD.

   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 Bid as modified by any and all approved Change Orders.

7. **CONTRACTOR'S INSURANCE**: The Contractor agrees to the following requirements relating to insurance coverage. Provide a Certificate of Liability Insurance. Said certificate must be provided on a standard "ACORD" form, or its equivalent, and must provide that coverage shall not be canceled or modified without 30 days prior written notice to the City of Vancouver.

   The City of Vancouver may inspect all policies, and copies shall be provided to the City upon request. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The City reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

   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 Contract.	
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	$1,000,000
Annual Aggregate	$2,000,000
V. Builders Risk	
Builder's "All Risk" Property Insurance 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.	Contract Value

COVERAGE	LIMITS OF LIABILITY
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".	

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

a. City Listed as Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

b. Either the Commercial General Liability or the Worker's Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.

c. Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

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

e. Cover Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

f. Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages required for Commercial General Liability and Auto Liability. Upon request of the City, the Contractor shall provide evidence of such insurance.

g. The Contractor shall keep this insurance in force during the term of the Contract and for thirty (30) days after the Physical Completion date. The Contractor shall provide the City and all Additional Insured with written notice of any policy cancellation, within two business days of their receipt of such notice.

h. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, suspend work or terminate the contract.

i. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.

8. **CONTRACTOR'S BOND**: The Contractor agrees that before it undertakes performance of this Contract, it will file with the City a Performance Bond and a 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, 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 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 cannot be resolved through mediation, either party may initiate litigation pursuant to the governing law and venue provisions of this Contract. The Parties agree to pay their own attorneys' fees and expenses.

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

11. **EMPLOYMENT OF LABOR**: The Contractor agrees that all persons employed by the Contractor and by any of its subcontractor 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 day, except as provided or allowed by Chapter 49.28 RCW and WAC 296.127 and any amendment thereto.

12. **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 wage rate for an hour's work, in accordance with the provisions of Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto.

    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 (6) 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 rate 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.

13. **PAYMENT TO THE CONTRACTOR**: Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate pending all 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 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 Contract, 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 of 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.

14. **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 judgements, 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 the Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from liability pursuant to worker's 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. The 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.

15. **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.

16. **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 business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.

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

18. **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.

19. **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.

20. **CITY BUSINESS AND OCCUPATION LICENSE**: The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service website or by phone at 800-451-7985, or the City's website to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

21. **RELATION OF PARTIES**: The Contractor, its subcontractors, agents and employees are independent contractors performing services for the City and are not employees of the 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.

22. **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.

23. **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.

24. **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.

25. **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 the City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the city from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to, termination of this Contract for convenience.

26. **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.

27. **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.

28. **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.

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

30. **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.

31. **BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors and assigns.

32. **RATIFICATION:** Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.

33. **CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts, all of which are incorporated herein by reference, and 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. Contractor's Bid including all Addenda to the Solicitation,
    4. Technical Specifications,
    5. Contract Drawings,
    6. General Conditions for Facility Construction,
    7. Specifications for Marine Park Influent Pump Station Equipment Pre-Purchase.

    On the Contract Plans, Working Drawings and Standard Plans, figured dimensions shall take precedence over scaled dimensions.

    Whenever reference is made in these Specifications or the Special Provisions to codes, rules, specifications and standards, the reference shall be construed to mean the code, rule, specification or standard that is in effect on the Invitation to Bid advertisement date, unless otherwise stated or as required by law.

    If any part of the Contract requires Work that does not include a description for how the Work is to be performed, the Work shall be performed in accordance with standard trade practice(s). For purposes of the Contract, a standard trade practice is one having such regularity of observance in the trade as to justify an expectation that it will be observed by the Contractor in doing the Work.

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

For the City:	For the Contractor:
Anna Vogel	Josiah Thomas
City of Vancouver	Western United Civil Group, LLC

415 W 6th Street P O Box 1995 Vancouver WA 98668-1995 anna.vogel@cityofvancouver.us	PO Box 236 Yacolt, WA 98675 josiah@westernucg.com

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

CITY OF VANCOUVER A municipal corporation	CONTRACTOR: Company Name
Lon Pluckhahn, City Manager	Signature
Date	Printed Name /Title
Attest:	Date
Natasha Ramras, City Clerk	
Approved as to form:	
Nena Cook, City Attorney	

Staff Report: 073-25

To: Mayor and City Council
From: City Manager
Date: April 14, 2025

Subject
Bid Award - Fruit Valley Park Playground Replacement - ITB #25-15

Key Points

- The Kuni Foundation has generously offered a large donation to create a fully inclusive playground at Fruit Valley Neighborhood Park.
- Bids for this work were solicited on February 18, 2025, with opening on March 11, 2025. The city received eight (8) bids with three of them withdrawing their bids due to errors.
- The lowest responsive and responsible bidder is Allcon LLC and the bid award amount is $734,815.26.
- Increasing access to inclusive play spaces is a priority for Vancouver Parks, Recreation & Cultural Services and is also one of the two funding priorities for the Kuni Foundation.

Strategic Plan Alignment
Vibrant and Distinct Neighborhoods – a variety of accessible places and spaces

Present Situation
Fruit Valley Neighborhood Park (3200 Fruit Valley Rd.) is a six-acre park located in the Fruit Valley Neighborhood in west Vancouver. Fruit Valley is the largest neighborhood by landmass and the park serves more than 1,000 households.

The playground at Fruit Valley Park was installed in the mid-1990s and is at a point where replacement is becoming necessary per the typical playground use expectancy. The Kuni Foundation approached PRCS with the goal of donating $1 million to build a new inclusive playground. After reviewing potential locations, Fruit Valley Park was selected because of its pending need for playground replacement and a desire to increase investment and opportunity in the community the park serves.

The new playground will be named the Elizabeth Austin Playground at Fruit Valley Park. The donation and playground name were approved by Vancouver City Council in 2023. Outreach began with the neighborhood to identify a preferred theme and design components for the playground. The theme “Play like a bird” was selected through the community engagement period to celebrate the birds or the Vancouver Lake Lowlands.

The final preferred design concept was presented to neighbors at a community open house held at the park on May 9, 2024. Project materials have also been made available online at www.beaheardvancouver.org/fruit-valley-park. In addition to making the park more inviting for people with disabilities, inclusive play environments also encourage strong physical, mental and social development in children who do not experience disability. The engagement process made it clear that there is strong community support for the new playground.

The contract provides for construction of the playground replacement that includes new play equipment, music instruments, bird sculptures, bird houses, all-inclusive playground surfacing, sidewalks, picnic tables, benches, bike racks, water play area, fencing, rain garden, irrigation and landscaping.

As the project design process progressed, it was determined that the full scope of the project was exceeding the original cost estimate due to cost inflation. City staff and the Kuni Foundation discussed options of reducing the project scope or raising additional funds. Ultimately, the Kuni Foundation agreed to increase their donation to ensure that all elements of the project can be realized for the community. Their maximum contribution is now $1.2 million. The City has also contributed resources to the project with $165,000.00 in park impact fee revenue with $45,000.00 of this specifically targeted to ensuring that the playground will be fenced which responds to the request of a number of community members.

Once the playground is complete, a grand re-opening of the playground will occur and the “Elizabeth Austin Playground” at Fruit Valley Park.

On March 11 2025 the city received 8 bids for the subject project. The responsive responsible bids ranged from $734,815.26 to $1,189,747.04. Three contractors withdrew their bids due to calculation error on a bid item. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	**AMOUNT**
Allcon LLC	$734,815.26
NW Construction General Contracting	$793,637.99
Daybreak Construction	$857,110.37
Capture Energy	$861,159.45
Stateline LLC	$1,189,747.04
Advanced Excavating Specialists	Withdrawn
Halme Excavating Inc	Withdrawn
Western United Civil Group	Withdrawn
Engineers Cost Estimate	$746,282.00

Based on the current City Apprenticeship Policy, there is a minimum apprenticeship goal of 3% of the utilized labor hours for this project. Allcon, LLC has submitted an Apprenticeship Utilization Plan to meet or exceed this goal by using approximately 175 hours of apprentice time of the estimated total of 2,100 applicable labor hours for the project.

Advantage(s)

1. Expands recreation opportunities at the park.
2. Enhances accessibility and safety to and within the park.
3. Fills an existing park service area gap with a high level of service.

Challenge(s)
A portion of the park will not be available to the community during construction.

Budget Impact
This project has an existing budget in the parks capital fund. Adjustments to reflect the increased donation amount and city contribution are being requested in the spring supplemental budget.

Prior Council Review
KUNI Playground Donation Agreement, March 6, 2023

Action Requested
On Monday, April 14, 2025, award a contract and authorize the City Manager, or designee, to execute the same to Allcon LLC, of Brush Prairie, Washington for construction of the Fruit Valley Park playground replacement project for the bid amount of $734,815.26 including Washington State sales tax.

Staff Contact
Terry Snyder, Park Development Manager, Terry.Snyder@cityofvancouver.us

Attachments:
1. Contract - 101937
2. Fruit Valley Park - Preferred Concept Plan

CONSTRUCTION CONTRACT # C-101937
ITB 25-15: Elizabeth Austin Playground at Fruit Valley Park

This Contract (hereinafter referred to as the "Contract") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (hereinafter referred to as the "City") and Allcon, LLC, PO Box 1485, Brush Prairie, WA 98606 (hereinafter referred to as the "Contractor"). The City and the Contractor may be collectively referred to herein as the "Parties" or individually as a "Party."

WHEREAS, the City desires to engage the Contractor to provide public works construction and other related services for the work described herein;

WHEREAS, Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 25-15 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions, and City Council's approval on Click here to enter a date per Staff Report No. ##-##; and

WHEREAS, the Contractor represents 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.

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

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

   This Contract provides for the improvements to approximately 0.45 acres of the existing 6.06 acre Fruit Valley neighborhood park: Removal of existing play structures, concrete and asphalt surfaces; Excavation and grading; Installation of new concrete surfaces, concrete curbs, play equipment, benches, picnic tables, trash receptacles, bike racks, poured in place rubber safety surfacing, signage and fencing; Installation of new trees, shrubs, and seeded lawns complete with irrigation per these Contract Plans, these Contract Provisions and the Standard Specifications.

   The following products will be furnished by the City of Vancouver for the contractor to install:

- Play Creation / Landscape Structures: Play equipment, communication board, and welcome signs
- Richter Spielgerate GMBH: Water play equipment
- The4Kids: Concrete bird sculptures

The Contract Work shall be Physically Complete on or before July 15, 2025.

2. **EFFECTIVE DATE:** This Contract is effective as of the last signature of the Contract.

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 days after execution of this Contract. Contractor shall ensure all Contractor employees and any subcontractor(s) assigned to perform work under this Contract 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 RESPONSIBLITIES FOR SUBCONTRACTOR:** 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 federal, state and municipal laws, rules and regulations whatsoever.

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

   a. 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.
   b. Have a current Washington Unified Business Identifier (UBI) number.
   c. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350.
   d. 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 civil judgement 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.
   e. If applicable, have:
      i. Industrial Insurance (worker's 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.

f. 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 as prescribed in the solicitation and Contractor's Bid, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does include 8.7% Washington State Sales Tax (if applicable) $734,815.26 USD.

   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 Bid as modified by any and all approved Change Orders.

7. **CONTRACTOR'S INSURANCE**: The Contractor agrees to the following requirements relating to insurance coverage. Provide a Certificate of Liability Insurance. Said certificate must be provided on a standard "ACORD" form, or its equivalent, and must provide that coverage shall not be canceled or modified without 30 days prior written notice to the City of Vancouver.

   The City of Vancouver may inspect all policies, and copies shall be provided to the City upon request. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The City reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

   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	

COVERAGE	LIMITS OF 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 Contract. Combined Single Limit	 $1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence Employer's Liability Disease Each Employee Disease Policy Limit Each Claim Annual Aggregate	Statutory $1,000,000 $1,000,000 $1,000,000 $1,000,000 $2,000,000
IV. Pollution Legal Liability	
Each Claim Annual Aggregate	$1,000,000 $2,000,000
V. Builders Risk	
Builder's "All Risk" Property Insurance 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. 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

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

a. City Listed as Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

b. Either the Commercial General Liability or the Worker's Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.

c. Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Commercial

General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

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

e. Cover Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

f. Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages required for Commercial General Liability and Auto Liability. Upon request of the City, the Contractor shall provide evidence of such insurance.

g. The Contractor shall keep this insurance in force during the term of the Contract and for thirty (30) days after the Physical Completion date. The Contractor shall provide the City and all Additional Insured with written notice of any policy cancellation, within two business days of their receipt of such notice.

h. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, suspend work or terminate the contract.

i. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.

8. **CONTRACTOR'S BOND**: The Contractor agrees that before it undertakes performance of this Contract, it will file with the City a Performance Bond and a 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, 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 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 cannot be resolved through mediation, either party may initiate litigation pursuant to the governing law and venue provisions of this Contract. The Parties agree to pay their own attorneys' fees and expenses.

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

11. **EMPLOYMENT OF LABOR**: The Contractor agrees that all persons employed by the Contractor and by any of its subcontractor 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 day, except as provided or allowed by Chapter 49.28 RCW and WAC 296.127 and any amendment thereto.

12. **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 wage rate for an hour's work, in accordance with the provisions of Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto.

    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 (6) 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 rate 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.

13. **PAYMENT TO THE CONTRACTOR**: Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate pending all 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 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 Contract, 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 of 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.

14. **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 judgements, 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 the Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from liability pursuant to worker's 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. The 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.

15. **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.

16. **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 business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.

17. **COOPERATIVE PURCHASING**: The Washington State interlocal Cooperation Act, Chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The

City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

18. **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.

19. **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.

20. **CITY BUSINESS AND OCCUPATION LICENSE**: The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service website or by phone at 800-451-7985, or the City's website to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

21. **RELATION OF PARTIES**: The Contractor, its subcontractors, agents and employees are independent contractors performing services for the City and are not employees of the 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.

22. **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.

23. **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.

24. **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.

25. **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 the City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the city from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to, termination of this Contract for convenience.

26. **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.

27. **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.

28. **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.

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

30. **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.

31. **BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors and assigns.

32. **RATIFICATION:** Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.

33. **CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts, all of which are incorporated herein by reference, and 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. Contractor's Bid including all Addenda to the Solicitation,
    4. Special Provisions,
    5. Contract Plan Set,
    6. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
    7. City of Vancouver Standard Plans,
    8. WSDOT Standard Specifications,
    9. WSDOT Standard Plans.

    On the Contract Plans, Working Drawings and Standard Plans, figured dimensions shall take precedence over scaled dimensions.

    Whenever reference is made in these Specifications or the Special Provisions to codes, rules, specifications and standards, the reference shall be construed to mean the code, rule, specification or standard that is in effect on the Invitation to Bid advertisement date, unless otherwise stated or as required by law.

    If any part of the Contract requires Work that does not include a description for how the Work is to be performed, the Work shall be performed in accordance with standard trade practice(s). For purposes of the Contract, a standard trade practice is one having such regularity of observance in the trade as to justify an expectation that it will be observed by the Contractor in doing the Work.

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

    For the City:
    Anna Vogel
    City of Vancouver
    415 W 6th Street
    P O Box 1995
    Vancouver WA 98668-1995
    anna.vogel@cityofvancouver.us

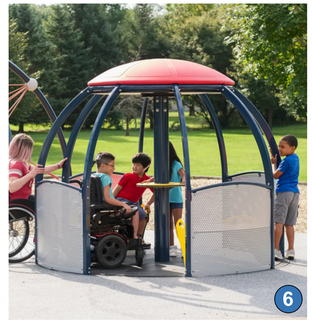
    For the Contractor:
    Dean Felts
    Allcon, LLC
    PO Box 1485
    Brush Prairie, WA 98606
    dean@allconcompany.com

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

CITY OF VANCOUVER A municipal corporation	CONTRACTOR: Allcon, LLC.
Lon Pluckhahn, City Manager	Signature
Date	Printed Name /Title
Attest:	Date
Natasha Ramras, City Clerk	
Approved as to form:	
Nena Cook, City Attorney	




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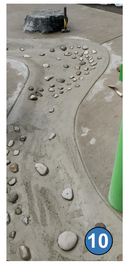

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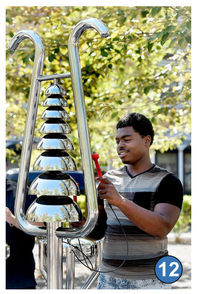

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Site Elements

1. Safety Surfacing
2. Concrete Paving
3. Planting and Bioswale
4. Turf Lawn
5. Crab Trap with Slide
6. Inclusive Spinner
7. ZipKrooz
8. Playmound with Slide
9. Waterplay Basins & Bubblers
10. Waterplay Channel & Weirs
11. Custom Bird Nest
12. Bell Lyre Instrument
13. Babel Drum Instrument
14. Custom Bird Sculptures
15. Habitat Houses
16. Bird Footprints
17. Fencing & Gates
18. Park Bench
19. Picnic Table
20. Existing Asphalt Paving
21. Bark Mulch

PREFERRED CONCEPT PLAY LIKE A BIRD

Staff Report: 074-25

To: Mayor and City Council
From: City Manager
Date: April 14, 2025

Subject
Contract - Increase the Purchasing Threshold on the Contract with Peterson Machinery - C-101549

Key Points

- The City contracts with Peterson Machinery through Sourcewell Contract #011723-CAT for purchasing Caterpillar heavy construction equipment and their related parts, accessories, attachments, and supplies.
- Purchases from this dealer will exceed the purchasing threshold for the City Manager without further authorization from Council, currently set by Council at $300,000.
- This contract ends April 14, 2027.

Strategic Plan Alignment
Transportation and Mobility – a safe, future-ready and convenient transportation system

Present Situation
Currently, Wastewater uses a Caterpillar backhoe loader for various digging and excavating tasks. This backhoe is scheduled for replacement and Wastewater is recommending downsizing to a mini excavator that offers greater flexibility and more suitable options for current and future projects. Fleet Services is requesting that this contract's spending threshold be amended from $300,000 to $426,991 to accommodate the purchase of a new Caterpillar mini excavator. This purchase will be made with currently budgeted funds.

Advantage(s)

1. The heavy construction equipment and repair parts purchased through this contract match the current City standard.
2. The vendor covered under this contract has continuously provided high-quality, dependable equipment and service that help maintain uniformity in the City fleet and the operational needs of multiple City maintenance departments.
3. Utilizes an existing Sourcewell contract that is effective through April 14, 2027, to take advantage of competitive pricing for Caterpillar equipment.

Challenge(s)
None

Budget Impact
This purchase will be made within the current budget appropriation.

Prior Council Review
None

Action Requested
On Monday, April 14, 2025, approve the Pederson Machinery agreement amendment to increase the contract threshold to $426,991 for the purchase of a Caterpillar mini excavator and authorize the City Manager, or designee, to execute the contract amendment.

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

Attachments:
1. Caterpillar Contract
2. CAT Pricing
3. Purchase Order

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Sourcewell

Solicitation Number: RFP # 011723

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Caterpillar Inc.**, 100 NE Adams Street, Peoria, IL 61629 (Supplier).

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

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

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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Pursuant to Section 10(b), Supplier will subcontract certain obligations under this Contract to its dealers. Only those dealers that sign a Participation Agreement with Supplier obligating them to comply with the terms of this Contract will be eligible to provide Equipment, Products, or Services as a subcontractor under this Contract. In the event there is no dealer who has entered into a Participation Agreement available to provide Equipment, Products, or Services to a Participating Entity, Supplier will be under no obligation to provide Equipment, Products, or Services to such Participating Entity under this Contract. Supplier will provide a copy of this Contract to its dealers that would normally service Participating Entities and invite such dealers to enter into a Participation Agreement as a subcontractor of Supplier under the terms of this Contract.

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

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

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

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

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the percentage list discount stated in the supplier's proposal.

Upon request made to a participating CAT dealer, from a Participating Entity identifying themselves as a Sourcewell member by providing their Sourcewell member number and contract number; formal quotes will list all costs, including all delivery expenses, such as freight and permits (when required).

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Alternatively, Participating Entities may choose to make their own transportation arrangements. In such case, there would be no delivery charges from the local participating Cat dealer.
Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

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4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities. Supplier may not enter into a contract with a U.S. Federal Government entity prior to obtaining necessary internal approvals and shall not be obligated to provide Equipment, Products or Services to any U.S. Federal Government entity under this Contract unless separately agreed in writing. Caterpillar may work with such parties and may agree to provide equipment or services under the Contract on a case-by-case basis.

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

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

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to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Participating Dealers with payments made to the Participating Dealers. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;

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- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

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

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid. Provided, however, that Supplier is permitted to subcontract certain of its rights and obligations to Supplier Participating Dealers for performance without Sourcewell's prior written consent.

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

Intentionally omitted.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

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under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. Intentionally Deleted.

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

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

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

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

Minimum Limits:
$2,000,000

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

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

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

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C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds. A Participating Dealer may name a Participating Entity as an additional insured on a case-by-case basis.

WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors.

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Intentionally omitted.

22. CANCELLATION

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

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 5/5/2023 | 9:41 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 5/24/2023 | 12:16 PM CDT

Caterpillar Inc.

DocuSigned by:
By: Patrick Kearns
68A87926721B4E0...
Patrick Kearns
Title: Vice President Sales & Marketing, Construction Industries

Date: 5/24/2023 | 9:13 AM PDT

Caterpillar: Confidential Green

RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name:	Caterpillar Inc
Address:	100 NE Adams St Peoria, IL 61629
Contact:	Sean Egel
Email:	egel_sean_j@cat.com
Phone:	309-675-1399
HST#:	

Submission Details

Created On:	Tuesday November 15, 2022 14:22:18
Submitted On:	Tuesday January 17, 2023 16:10:22
Submitted By:	Sean Egel
Email:	egel_sean_j@cat.com
Transaction #:	aeaa61ae-0c73-4610-8208-b80e2e0b4448
Submitter's IP Address:	192.189.129.23

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Caterpillar Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	11083	*
5	Proposer Physical Address:	5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039	*
6	Proposer website address (or addresses):	https://www.caterpillar.com/, https://www.cat.com/en_US.html	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Primary Contact: Patrick Kearns Title: Vice President Sales & Marketing Address: 100 NE Adams St, Peoria, IL 61629 Email: Kearns_Patrick@Cat.Com Phone: (309) 675-5181	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Primary Contact: Sean Egel Title: Governmental Sales Consultant Address: 100 NE Adams St, Peoria, IL 61629 Email: Egel_Sean_J@Cat.Com Phone: (309) 675-1399	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Primary Contact: Marta Sevilla Title: Governmental Marketing Manager Address: 100 NE Adams St, Peoria, IL 61629 Email: Sevilla_Marta_E@Cat.com Phone: (309) 578-1150	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	The history of Caterpillar is all about doing: creating, building, problem solving, innovating, testing, servicing and improving. We're proud of the ingenious machines that are part of our rich heritage. More importantly, we are proud of the people who founded and built the company one breakthrough at a time. Beginning with Benjamin Holt and C. L. Best, the people of Caterpillar have always been - and continue to be - extraordinary. In 1925, when Holt and Best merged to form their new tractor company, they used the name so familiar to people around the world: Caterpillar. The Caterpillar Tractor Company is today known as Caterpillar Inc. With 2021 sales and revenues of $51.0 billion, Caterpillar Inc. is the world's leading manufacturer of construction and mining equipment, off-highway diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. For nearly 100 years, we've been helping customers build a better, more sustainable world and are committed and contributing to a reduced-carbon future. Our innovative products and services, backed by our global dealer network, provide exceptional value that helps customers succeed. Caterpillar does business on every continent, principally operating through three primary segments – Construction Industries, Resource Industries and Energy & Transportation – and providing financing and related services through our Financial Products segment. Our Worldwide Code of Conduct, first published in 1974, defines what we stand for and believe in, documenting the uncompromisingly high ethical standards our company has upheld since its founding in 1925. The Code helps Caterpillar employees put our values and principles into action every day by providing detailed guidance on the behaviors and actions that support our values of Integrity, Excellence, Teamwork, Commitment and Sustainability. Caterpillar's Code of Conduct that can be found at https://www.caterpillar.com/en/company/code-of-conduct.html	*
11	What are your company's expectations in the event of an award?	Caterpillar is honored to have served Sourcewell and its members who have purchased Cat® construction equipment, attachments (work tools), and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019, and have recently been awarded contracts 060122-CAT and 092222-CAT. Caterpillar's expectations in the event of an award would be to focus on customer needs and continued growth across all governmental segments. Sourcewell has built a strong reputation within the industry that has shown the importance of how this cooperative contract delivers upon customer needs. This contract will be a top factor in our go to market strategy within our strong Cat dealer network. If awarded, we will send out an email to our entire sales force, applicable to governmental, introducing the contract along with ways to train our salesforce, market, and grow the contract. We look forward to the opportunity to further grow business and serve member needs together in this new Heavy Construction Equipment RFP opportunity.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Caterpillar Inc. is a publicly traded company, and as such, its financial information is updated quarterly and available at: https://investors.caterpillar.com/overview/default.aspx Caterpillar's 2021 Annual Report provides details about our financial position. Our SEC filing documents can be found at: https://investors.caterpillar.com/financials/sec-filings/default.aspx. Both documents are included as attachments in our Financial Strength and Stability Documents. As 2022 results are yet to be released, below you can find a summary of our full year 2021 financials. In 2021 full year sales and revenues were $51B of which, North American sales were $22B. Operating profit was $6.9B with a profit per share of USD $11.83. Dividends paid per share of USD $4.28.	*
13	What is your US market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
14	What is your Canadian market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Caterpillar is a world class manufacturer which distributes products through a vast and capable independent dealer network. Our dealers are strong independently owned companies and in North America alone our 47 dealers have a combined net worth of billions of dollars. Their large valuation is a competitive advantage because it allows them to have the infrastructure to support customers regardless of location, industry, fleet size, or application. Another advantage of independently owned dealers is that they know their customers and market well. They tailor their services specifically to their customers' needs. Although we will sign this contract as a manufacturer, our Cat dealers will be given the opportunity to avail themselves of the opportunity presented by the contract and will execute all the transactions with governmental customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service. Caterpillar dealers heartily embrace the other Sourcewell contracts currently available to them (032119-CAT, 092222-CAT, 062320-CAT, 060122-CAT). They have all been trained on contract usage. In fact, the current Heavy Equipment contract is leveraged by 95% of our dealers in North America. Caterpillar offers specific discounts to Sourcewell members. By using any Sourcewell Contract, our dealers agree to honor those discounts.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Caterpillar and its subsidiaries operate across the globe in a variety of markets that require Caterpillar to adhere to all locally mandated laws and regulations in order to do business. With regards to the territories covered by this RFP, Caterpillar will comply with applicable laws in order to do business in the territories described herein. As an equipment manufacturer focused on quality, Caterpillar created the Caterpillar Quality Management System, which is a process-based, ISO 9001:2015 compliant quality management system used throughout Caterpillar to continually improve the quality of our products and services to meet customer, statutory, and regulatory requirements. It is registered with IRCA (International Register of Certificated Auditors) as Caterpillar Quality Management System CAT791A.	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	

19	Describe any relevant industry awards or recognition that your company has received in the past five years	Please note: To list all the awards received in the past 5 years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2020, 2021 and 2022. Also note there are many global awards. Fortune Magazine #78 on the Fortune 500 2021 Fortune Magazine World's Most Admired Companies World & North America Dow Jones Sustainability Index Forbes Best Employers for diversity 2020 and 2021 #82 Best Global Brands- Interbrand 2021 The Wall Street Journal Best Managed Companies in 2020 and 2021 The Wall Street Journal World's Most Sustainably Managed Companies Human Rights Campaign Foundation Corporate Equality Index Dow Jones Sustainability Index (World and North America) 21 years World's Most Sustainably Managed Companies – The Wall Street Journal United Way World Wide's Global Corporate Leadership Program U.S. President's Volunteer Service Award from Junior Achievement Corporate Equality Index – Human Rights Campaign Foundation CSR China Top 100 – the 4th CSR China Education Award (China) China CSR Excellence Award – China Philanthropy Times (China) Corporate Social Responsibility Research Center of Southern Weekly (China) Outstanding Contribution to Poverty Alleviation – China Foundation for Poverty Alleviation (China) 2020 Global 500 – Fortune Magazine America's Most Responsible Companies 2020, 2021 & 2022 – Newsweek Best-Managed Companies of 2020 & 2021 – The Wall Street Journal Top Companies for Customer Satisfaction – The Wall Street Journal The CEO Leaderboard: COVID-19 Reputation Rankings – SJR All-America Executive Team – Institutional Investor Top 150 Global Licensors – Global License Best Global Brands Top 100 – Interbrand World's Most Valuable Brands 2020 – Forbes 2020 Best Places to Work for Disability Inclusion – Disability Equality Index World's Best Employers 2020 – Forbes Best Employers for Women 2020 – Forbes America's Best Employers by State 2020 – Forbes America's Best Employers for Diversity 2020 – Forbes Best Employers for New Grads 2020 – Forbes Global 2000 – Forbes 2020, 2021 & 2022 Best Employers for Veterans 2020 and 2021– Forbes Top Veteran-Friendly Company – U.S. Veterans Magazine #1 Great Place to Work – Great Place to Work Institute (Brazil) #1 Great Place to Work in the Ag Business - Great Place to Work Institute (Brazil) Chile's 20 Best Places in 2020 to Work for LGBTQ Equality, pwc Human Rights Campaign Top of Mind Company "Industry category" (Piracicaba, Brazil) Certification on Promoting Work-Life Balance in Hyogo Prefecture – Hyogo Work and Life Center (Japan) Hyogo's Women's Success in Business Promotion Company – Hyogo Women Empowerment & Promotion Center (Japan) Hanada Award for WIN Akashi – Hyogo Women and Future Association (Japan) Hyogo Childcare Supporting Company Award (Japan) Science & Technology Industry Summit: Outstanding Contribution – The Economic Observer (China)	*
20	What percentage of your sales are to the governmental sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers and their specific needs. However, percentage of sales to governmental is considered confidential.	*
21	What percentage of your sales are to the education sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers, including the education sector, and their specific needs. However, percentage of sales to education is considered confidential.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	While Cat dealers would typically hold contracts with states and provinces, as an exception Caterpillar holds the state contract with Ohio and NY. Additionally, we are contract holders with OMNIA and NASPO ValuePoint. Just as we would never share Sourcewell sales information with other cooperatives, we also keep the sales volumes from other cooperatives confidential.	*

23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Listed below are the current GSA contracts that Caterpillar holds: SIN 333924 Utility Trucks and Tractors: 2020=$6,857,211 2021=$14,071,364 SIN 333120 Street Repair and Cleaning Equipment and Attachments: 2020=$0 / 2021=$143,837 SIN 335999 Power Distribution Equipment: 2020=$151,267.70 / 2021=$9,473.07 These contracts are used by Caterpillar, but we do not allow our dealers to use GSA contracts. Final sales for the year 2022 have yet to be fully reported.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Baltimore County, MD	Jamie Donahue	410-952-6981	*
Washington DC Fleet	Greg Harrelson	202-437-3799	*
Town of Scituate Mass.	Kevin Cafferty	781-545-8732	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Virginia Department of Transportation - Central	Government	Virginia - VA	State Department of Transportation for Virginia. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 41 units.	$12,321,972	*
State of Idaho	Government	Idaho - ID	State of Idaho. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 39 units.	$10,304,218	*
Alaska Department of Transportation	Government	Alaska - AK	State Department of Transportation for Alaska. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 37 units.	$12,176,875	*
Arkansas State	Government	Arkansas - AR	State of Arkansas. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 28 units.	$10,053,000	*
Suwannee County	Government	Florida - FL	A county local to Florida. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 26 units.	$6,567,420	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	

26	Sales force.	The Cat dealer salesforce is highly capable and trained in the construction industry. The Cat dealer salespeople are consultants to their customers and advise their customers on the best solutions for their application and job. As a manufacturer we request our dealers to follow strict training protocols to ensure our sales force remains current on all product updates. Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as manufacturer and their dealer sales team. They're offered additional in depth training on Sourcewell and ensures that all contract terms are followed. Caterpillar has Operational Excellence Programs that recognize dealers' excellence in marketing and sales processes and operations, among other areas of the business. In North America, our dealers employ more than 53,000 people across the machine, energy, parts and service divisions. The dealer sales teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people whose mission is to focus on customer satisfaction. Even more are employed "behind-the scenes" to ensure industry leading product design, up to date product information, and maintaining the ease of doing business in an increasingly connected marketplace.	*
27	Dealer network or other distribution methods.	The Cat dealer network is key to the success of our company. Boasting over 160 dealers throughout 193 countries worldwide, the Cat dealer network is widely considered to be the best in industry. Within Canada and the United States, we have 47 dealers and more than 800 dealer owned locations that sell and rent equipment. Please refer to our directory listing of Cat dealer locations and our easy to view locations map in the attached "Additional Documents" zip file. Cat dealers are independently-owned. Each dealer has multiple branches and a mobile service fleet than can serve customers regardless of location. These are full physical locations our governmental customers can use. Because of the size of Cat dealers, they are exceptionally capable to serve governmental customers. Dealers have trained specialists that cover many industries including heavy equipment. Collectively, Cat dealers' large net worth permits them to stock a high volume of replacement parts - allowing governmental customers the fastest turnaround on parts availability and repair time. Cat dealers recognize the importance of governmental business to their overall success and they each have one or more governmental specialists whose job it is to serve governmental agencies well. Please refer to the Cat dealer locations map included in "Additional Documents". Additionally, you can leverage https://www.cat.com/en_US/support/dealer-locator.html to locate dealers by location.	*

28	Service force.	At Caterpillar we are very proud of the saying "The sales department sells the first machine; the service department sells every one after that." The Cat dealer network in North America collectively employs more than 20,000 factory trained technicians, parts experts, product support managers and other service-oriented staff. These subject matter experts are supported by the best repair shop equipment and materials. As machines and engines are constantly updated, so too are our service experts. We conduct product-specific training every week of the year. Technician shortage is an industry-wide concern, but because Cat dealers are large, long established companies, they can offer strong compensation and benefit packages that encourage the best people to seek employment and to retain them once hired. Caterpillar works very closely with dealers and through a program called "ThinkBIG", we are able to keep the pipeline of high quality employees full. ThinkBIG is a Caterpillar-specific instructional program that pays the student while they train to become a technician. It is a 2-year program with lab and classroom work, and a paid internship at a sponsoring Cat Dealer. As a result, the student will graduate with an accredited degree backed with over 2,000 hours of work experience. In addition to the technicians and mechanics that work on the machines directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time. Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support. The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar parts/service employees. It is the responsibility of these specialists to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhere to and repair questions are answered quickly. We exceed our 95% 2-hour response rate target in responding to dealer service inquiries.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members: 1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer. 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment and delivers the machine. 3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claims with Caterpillar. 4) At month's end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administrative fee. IMPORTANT NOTE: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement / PA should be executed between the member and Cat dealer directly.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We are proud that our reputation stands on having the best customer support in the industry. In fact, our capabilities are industry leading. In the event a customer ever has a problem or issue with a machine, their Cat dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, within the standard warranty period, the local Cat dealer will work with Caterpillar to apply the appropriate warranty, and keep the customer informed. Every Cat dealer has a common detailed service process in place. Caterpillar supports and verifies that all the dealer service technicians are supplied with the tools and equipment needed to repair all Cat products. Technicians have access to an electronic library of technical information including Service Letters, Technical Information Bulletins, System Operations, Troubleshooting and Disassembly and Assembly manuals. These manuals are provided for every Cat product. Each dealer also has one or more "Technical Communicators" who are dedicated to supporting the service technicians by acting as a liaison between the shop personnel and Caterpillar. The service technicians also have a dealer support network (DSN) system with direct access to Caterpillar's Service Engineers. Caterpillar responds to more than 95% of all high priority tickets within one hour. Caterpillar is got everything customers need to keep their Cat machines in top shape. Whether they want Genuine Cat parts, manuals and resources to do maintenance and repairs themselves, or prefer to have one of our expert dealer technicians do the work. We make it easy to keep their Cat equipment running. Some of our service solutions include: -Cat Fleet Management (Condition Monitoring) - Lowers the total cost of ownership of machine. By connecting your fleet, you will be able to: track the location of your assets, monitor & manage the fuel consumption, identify the operators who would need extra training, and plan & schedule your maintenance. All of which will maximize your uptime. -Customer Value Agreements (CVA) - Customizable plans for your equipment new or used - to do more work with lower, more predictable costs. It's a convenient plan to get the most from your equipment throughout its life. Examples of CVAs may include but are not limited to: Maintenance CVAs, Component CVAs, and Machine CVAs. -S•O•S SM Services - A fluid analysis program that provides results that you can trust including trend analysis that provides benefit to your machine and fleet. -Cat Inspect - A digital way to perform checklists, pre-work inspections, annual inspections and PM checklists. All of which can be captured in the easy to use app.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are proud to serve all geographic areas and all Sourcewell member sectors within the United States to offer our complete products and services. Caterpillar has successfully and proudly utilized Sourcewell to sell machines in all 50 states. Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat dealers offer Cat factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are serve all geographic areas and all Canoe member sectors within Canada with our complete product and service offerings. In fact, we see the Canadian market as a significant growth opportunity for Canoe through Sourcewell contract usage. We have gained momentum with our current contract 032119-CAT in Canada. Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat® dealers offer Cat® factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are proud to serve all geographic areas of the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We are proud to serve all Sourcewell Member sectors within the United States and Canada with our complete product and service offering through Sourcewell. Caterpillar's cooperative purchasing contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting our Sourcewell contracts.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions or limitations for sales to members in Hawaii, Alaska or U.S. Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our current marketing strategy with Sourcewell contract 032119-CAT proves to be effective with year over year sales growth. Our primary strategy to promote this contract with participating entities is through our Cat dealers' sales force. We provide group and individual training to our dealer sales reps, focusing on benefits from selling through cooperative contracts vs bids. We proudly announce the award publicly through our multiple customer facing touchpoints which may include: 1) Press Release 2) Government Solutions Magazine (Caterpillar produced magazine distributed to governmental customers in the US and Canada) 3) Government Training & Safety Days (Government customer training events at Caterpillar facilities) 4) Announcement in our governmental customer e-newsletter 5) Feature on our governmental focused website: www.cat.com/governmental 6) Announcement on our social media channels (FB, Instagram, LinkedIn) 7) Display mentions at all governmental tradeshows we attend. (NACE Annual Conference, APWA Snow Show, Waste EXPO, GFX, NIGP Annual Forum & Products Expo, and APWA PWX & Annual Roadeo) 8) Update literature with the new contact information. (An updated version can be found within our attached marketing plan attachment.)	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Caterpillar and the Cat dealer network are leaders in using technologies to reach our customers. - Focus on organic search and Search Engine Optimization (SEO) to help our customers digitally find our products and the information they need. - Leverage Caterpillar's social media platforms (YouTube, Facebook, LinkedIn, Instagram, etc) and ability to target governmental segments. - Leverage predictive data analytics (past purchase history and financing information) to recognize in advance when customers may be considering replacing machines they currently own. - Leverage Deltek's GovWIN data in the US and Canada for governmental lead generation. Caterpillar has a Customer Interaction Center available 24/7 who handles digital leads received from cat.com, social media, etc. Our team qualifies those leads and passes them on to our Cat Dealer network using the Salesforce platform (Customer Relationship Management system). We have processes that allows us to confirm our Cat dealers have reached out to those customers.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell is a well-respected contracting agency within the public procurement industry. It is important, in the event of an award, that our products and logos be included in Sourcewell marketing and website. We believe that the most important role that Sourcewell can play in marketing our contract and products, is to market themselves and promote contract purchasing across the industry. In the event of an award, Caterpillar will put high priority in building awareness and enthusiasm within our dealer network and customer base to leverage the Sourcewell contract as our go to market strategy.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do offer a e-procurement ordering process for parts via parts.cat.com. We can also integrate into a variety of procurement systems for high volume customers. Our wide machine portfolio and multiple configurations per machine model allows us to provide the best machine for the customer need. Our Cat dealers are trained to configure our equipment and advise the customer on the best machine and configuration for their application. Therefore, a consultative salesperson is integral in this process, and we do not use an e-procurement machine ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All dealers offer basic operation, safety, and maintenance training with every sale. Should a customer desire more advanced training, such as productivity improvement or advanced repairs, each of our dealers can supply that training. Often there is a cost associated with that specific training and it would be negotiated between the dealer and the customer. Caterpillar also offers training programs directly to customers in three areas: operation, safety and service. Members may access courses online, via CD's, or through instructor-led classes leading to operator certifications. The fees for these services vary depending on the depth of training desired. These high-level instruct-led courses can be conducted at one of our dedicated training facilities in the US or on a customer's local site using their own equipment. Caterpillar also has a licensed supplier that offers Cat Simulators to teach operational techniques from real job sites. For more information visit: https://catsimulators.com/	*

41	Describe any technological advances that your proposed products or services offer.	Cat technology gives you the power to track, monitor, automate and manage all types of assets- from a single machine, engine, to an entire fleet. We even offer technologies that protect your people. Listed below are a few technology offerings (standard and optional) that are used throughout the world in our Cat equipment. Next Generation Excavators: Cat Vision Link - Delivering valuable data with connected machine. Cat Payload - Precisely load targets every time for faster cycle times. Cat Skid Steer and Compact Track Loaders: Electronic Torque Management System - Helps maximize performance, minimize fuel consumption. Sealed and Pressurized Cabs - Provides a cleaner, quieter work environment. Cat Backhoe Loaders: Selectable Power Management Modes - Saves fuel while maintaining machine performance. Load-Sensing Hydraulic System - Provides excellent response for improved hoe and loader productivity and greater bucket breakout force. Cat Tractors: Stable Blade - Produces a smoother surface finish. Autocarry - Automatic raising and lowering of blade to maximize pushing capacity and prevent excessive track slippage. Cat Wheel Loaders: Operator Assist - Helps the operator reduce tire slippage, automatic rimpull management and provides up to 10% better cycle time resulting in higher productivity. Autodig - consistent high bucket fill factors delivers up to 10% more productivity. Cat Off Highway Trucks: Adaptive Economy Mode - Automatically optimizes fuel consumption without affecting productivity just pressing a button. Truck Production Management System (TPMS) - Weighting system with side indicator lights showing the operator when they are on last pass and when the truck is fully loaded. Cat Articulated Trucks: Advanced Automatic Traction Control (AATC) - Technology that proactively applies inter- and cross-axle differential locks ‘on-the-go’ when needed without assistance from operator's interaction. Cat Detect with Stability Assist - Warns the operator if machine is approaching a pre-set angle during operation, when driving and tipping. Machine/Operator Safety Technology: Machine Security System - Gives you control over who can operate your machines and when. Prevents theft. Seat Belt Reminder - Cost effective safety upgrade that significantly improves operator safety. Cat Detect for Personnel - Alert ground crews in close proximity to mobile equipment. Cat® Detect for Personnel sounds an immediate, unique alert that cuts through the white noise of engines, generators, cell phones and job site chatter to protect ground workers from equipment backing incidents. Cat Command - Remote control in operations where an operator could be at safety risk. Whether you're looking to add technology to your current machine, or want new ways to get more value out of the technology on your equipment, we have options for you.	*

42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Caterpillar shares the concerns of governments and the public about the risks of climate change and supports global efforts to mitigate its impact. We are committed to contributing to a reduced-carbon future. We demonstrate this in many ways including through our significant progress in reducing greenhouse gas (GHG) emissions from our operations and our continued investment in new products, technologies and services. Caterpillar is engineering a brighter future through: - Product innovations - Advanced technologies leveraging know-how and R&D - Usage of renewable fuels and fluids - Solutions to improve jobsite efficiency - Maintenance solutions - Manufacturing operations’ carbon efficiency Caterpillar's long-standing commitment to sustainability inspires us to set and achieve meaningful environmental, social and governance (ESG) goals and develop innovative products, technologies and services to support our customers on their sustainability journey. Caterpillar is fully committed to our customers’ success by not only the design and manufacture of durable, reliable, innovative and rebuildable construction equipment, but also through our extensive and unmatched dealer network that provides you the best service and support to keep your equipment running, regardless of the environment or challenges. We consider this as we work toward a vision of a world in which people's basic needs - such as shelter, clean water, education, and reliable energy - are fulfilled. We provide work environments, products, services, and solutions that make productive and efficient use of resources as we strive to achieve our vision. We believe this commitment supports the enduring success of our customers, stockholders, dealers, and our people. Caterpillar is a proud 20-year member of the Dow Jones Sustainability Indices, including both the World and North America Indices. The annuals DJSI process follows a best-in-class approach, evaluating numerous corporate economic, environmental, and social performance factors. For more on sustainability please visit our full report attached in the Financial and Stability attachment section.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Plants certified with IDO 14001:2004 Environmental Management System include: 1) Anchor Coupling - Goldsboro NC, ISO 14001:2004- Sept 2018 2) Anchor Coupling - Menominee - ISO 14001: 2015 - Jan. 2021 3) Gen Sets - Newberry 0 ISO 14001:2004 - Nov. 2017 4) Mapleton - 14001:2004 self-certification issued Jan 2013 5) Reman Services - Corinth MS - ISO 14001-2015- Sept. 2021 6) Reman Services - Franklin - ISO 14001:2004-May 2017	*

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Caterpillar has long drawn on the diversity of its people as a source of innovation and competitive advantage. We are proud that our people come from across the globe, with diverse backgrounds, experiences and perspectives. Despite our differences – in geography, culture, language and business – we are one Caterpillar, one company united by these common principles with a shared commitment to the highest standards of conduct. For example: Foley Equipment, a Cat® dealer, with territory primarily in Kansas and Missouri, is woman owned. In addition to Foley equipment, there are 31 other women in our North American dealer network who hold the titles of President, Vice President or Director. One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran and service disabled veteran-owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories. Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Aware Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers. Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Divers Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments and which are not. For more detail, please see our attached 2021 Global Diversity & Inclusion Report in the Additional Documents folder.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	BEST OVERALL VALUE / LOWEST LIFE CYCLE COST: Cat products deliver the best value for the money. While we rarely have the lowest initial purchase price, we are happy to demonstrate to customers that our machines offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcewell members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price. CAT SAFETY SERVICES / SAFETY FEATURES: In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each machine has industry-leading features that strive to minimize the possibility for accidents. In addition to built-in safety features, we also offer products and services that are unique in the industry. Cat Safety Services include, but are not limited to, the following: Safety Perception Survey - Used to establish a baseline safety-culture assessment by measuring employee perceptions and gaps in beliefs between management and employees on the front line across 20 Safety Culture Indicators. Safety Leadership Assessment - Used to measure individual safety leadership capability around four domains of safety leadership. Worksite Assessment - Compares onsite observations of safety practices and employee interview data to the documented processes and procedures. Continuous Improvement Process - Involving all levels of the organization to generate engagement, involvement, and ownership in the safety improvement process. Training - can be conducted with e-learning courses on http://safelyhome.cat.com, instructor-led training products or as Supplier-facilitated workshops. Topics available include, but are not limited to, safety culture, effective communication, supervisor safety training, recognition, etc. Fleet Management & Services through Caterpillar Job Site Solutions: We leverage the power of Caterpillar and our dealers by designing innovative solutions that solve customer problems and that have a positive impact on their bottom line. We approach each site differently, striving to deliver exactly what's needed — no more, no less. Every solution includes a unique mix of Caterpillar and dealer capabilities using industry best products, technology, services and expertise necessary to meet the customer's definition of success. The goal is to leave customers better off tomorrow than they are today. Details on products and services are available at www.cat.com/safety. More information can be found in the additional document section. Pricing can be found in the pricing document section.	*

Table 9: Warranty

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

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Caterpillar has extensive warranty coverage. Please see our warranty statements attached in the warranty information documents.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see applicable warranty statements in the attached documents.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Caterpillar does not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	One of our key differentiating strengths is our ability to service equipment regardless of where it is located. Please see applicable warranty statements in the attached documents.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty service for machines ordered from a Caterpillar facility are generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.	*
51	What are your proposed exchange and return programs and policies?	Please see applicable warranty statements in the attached documents.	*
52	Describe any service contract options for the items included in your proposal.	We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available and we encourage members and dealers to explore all options. 1) Equipment Protection Plans (EPP): After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage: 1) Powertrain 2) Powertrain + Hydraulics 3) Powertrain + Hydraulics + Technology 4) Premier A description of all these options is included in the attached Equipment Protection Plans document. EPP can be purchased at the same time as the machine purchase, or anytime before the standard warranty expires. 2) Customer Value Agreements (CVA's): A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs. The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CVA's are a useful tool to manage expenses. CVAs can be purchased at the same time as the machine purchase, or anytime after. Cat Financial also offers CVAs, which can be performed by Cat dealers in the United States, and are particularly helpful for customers who move their machine fleet to multiple locations which may have different servicing Cat dealers.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Cat dealers are independently owned businesses. As such their payment terms and accepted payment methods vary, but all will be stated on individual invoices. The most common terms are net 30.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	We offer both leasing and financing options to governmental members of Sourcewell at rates lower than available to the general public. Caterpillar has its own financing arm, Cat Financial. Cat Financial was founded in 1981 and serves Cat customers and dealers. With over 1,900 employees, Cat Financial is active in more than 40 countries covering more than 148,000 customers worldwide. Cat Financial offers you a complete solution for your acquisition needs: - Equipment & Attachments - Parts - Service - Rebuilds Financial products are aligned and customized with the project and work site requirements such as operating lease, loan or finance lease. Find more information from Cat Financial here: https://www.cat.com/en_US/support/financing-protection.html	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Cat dealers are independently owned businesses. As such their standard transaction documents will vary.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We offer a deep list discount off the current Caterpillar machine and work tool list prices to all Sourcewell members. We have provided base machine list pricing in the document pricing section. Base machines must be properly configured with other mandatory and optional items from the price list before they are considered operational. For the execution of the agreement we will ask our Cat dealer and Sourcewell member to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the stated list discount to that configured list price amount. Dealer and members should remember to factor in any expected price increases if a machine will be built to order. The pricing document, in the applicable pricing document attachment section, shows the list discount offered for each new machine. Additionally, we are pleased to offer a list discount of 15% off all products and consulting services under Cat Safety Services.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing in this proposal is a percentage discount from list on current machine and work tools list prices. Our discount range varies between 3 - 34% off of the list price depending on the product family or model.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Our dealers are empowered to consider purchase order volume, repeat purchases, etc. They may offer members additional discounts and /or services at their discretion.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Sourced goods / Open Market Items are available to members from Cat dealers. The prices for these good or services will represent fair marketing value and will be determined between the member and the selling dealer. We encourage our dealers and members to use these options as it facilitates complimentary products and streamlines the procurement process. Customers and dealers are responsible for including their Sourcewell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and /or invoice shall be deemed sufficient.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any dealer costs (like pre-delivery inspection, installation, set up, training, etc.) will be itemized separately and are not subject to the Caterpillar list discount for Sourcewell members.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no additional cost to members who choose to pick up their machines from the Cat dealer. Dealers may charge fees for delivery to the Sourcewell member's location.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the Sourcewell members' location.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Machines are large purchases and if there are unique Sourcewell member requirements our dealers will be happy to discuss on a case by case basis.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Caterpillar wants to provide the governmental customer the best list discount possible to allow them to be good stewards of tax-payers funds. We want our governmental customers to have the ability to choose which cooperative contract better fits their needs.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance. Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process (under contract #032119-CAT) is working well. 1) To ensure pricing accuracy, we maintain our current Sourcewell customer discount sheet on our dealer facing pricing pages. Dealers integrate these numbers automatically in their quoting software. 2) To ensure new machines and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcewell contract and this is part of the reason for their high engagement and our high reporting accuracy. 3) At month end, we gather the new machine and work tool sales data attributed to Sourcewell and aggregate it for our reporting. 4) After quarter end, we will send the quarterly sales report and administration fee payment to Sourcewell for all items that are subject to the administrative fee.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We regularly track the % of sales that are sold using a cooperative contract. We will continue this practice if we are awarded a contract for RFP 011723.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Per amendment #1 to Contract #032119-CAT, we will be pleased to offer an administrative fee of 0.33% of Caterpillar's list price for each piece of new equipment and serialized work tools purchased by Sourcewell's Participating Entities. Caterpillar will pay this fee and will not ask dealers or members to pay the fee.	*

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

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	The Cat equipment product line, consisting of more than 300 machines, sets the standard for our industry. We plan to help you meet your needs with our equipment, with our distribution and product support system, and the continual introduction and updating of products. Caterpillar is pleased to offer a wide variety of products for Sourcewell members. Excluding paving products, equipment and services awarded on 060122-CAT these include: - Cat Backhoe Loaders (9 models offered) - Cat Compact Track Loader/Skid Steer Loader (14 models offered) - Cat Track/Wheel Hydraulic Excavators (41 models offered) - Cat Motor Graders (7 models offered) - Cat Telehandlers (8 models offered) - Cat Track Loaders (3 models offered) - Cat Track/Wheel Dozers (15 models offered) - Cat Wheel Loaders (19 models offered) - Cat Wheel Tractor Scrapers (7 models offered) - Cat Articulated Trucks (5 models offered) - Cat Rigid Frame Trucks (2 models offered) - Cat Material Handlers (3 models offered) - Cat Landfill Compactors (3 models offered) - Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section. Services and support include: - Cat Attachments (Worktools) - Cat Technology - Cat Safety Services - Cat Job Site Solutions - Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section. - Services and support brochures can be found in the additional documents section by name of offering. For more detailed information on each of these products/offerings see the following website: https://www.cat.com/en_US.html	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A	*

Table 148: Depth and 8readth of Offered Equipment Products and Services

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

Line Item	Categor\ or T\pe	Offered	Comments
71	Wheeled, tracked, and backhoe loaders	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
7	Motor Graders	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
73	Wheeled and tracked excavators	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
74	Bulldozers, compactors, scapers, articulated and rigid haulers	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
75	Cranes	( ) Yes (•) No	NIA
76	Accessories or attachments for the offering in #71-75 above	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
77	Technology or services for the offering in #71-75 above	(•) Yes ( ) No	Manufactured or offered by Caterpillar. Offerings listed in applicable pricing attachment section.

Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Categor\ or T\pe	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	( ) Yes (•) No	NIA

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Machine Pricing.zip - Tuesday January 17, 2023 15:29:45
- Financial Strength and Stability - Fin Strength and Stability.zip - Tuesday January 17, 2023 10:31:16
- Marketing PlanISamples - Marketing Plan.pdf - Tuesday January 17, 2023 14:53:49
- WMBEIMBEISBE or Related Certificates (optional)
- Warranty Information - Warranty Combined.pdf - Monday January 16, 2023 10:36:31
- Standard Transaction Document Samples (optional)
- Upload Additional Document - Additional Documents.zip - Tuesday January 17, 2023 16:05:29

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sean Egel, Sales Support Consultant, Caterpillar Inc.

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

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	☑	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	☑	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	☑	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	☑	1
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thu December 15 2022 09:27 AM	☑	1

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SOURCEWELL TRADEMARK LICENSE ADDENDUM

This Addendum is by and between **SOURCEWELL**, 202 – 12th Street NE, PO Box 219, Staples, Minnesota 56479 ("Sourcewell") and **Caterpillar Inc.**, having its principal place of business at 5212 N. O'Connor Blvd., Suite 1100, Irving, TX 75039, and offices at 100 NE Adams Street, Peoria, Illinois, 61629 ("Caterpillar" or "Vendor"). Sourcewell and Caterpillar may be referred to in this Agreement as a "Party" and collectively as the "Parties."

The Parties maintain a contractual relationship for Vendor to provide equipment, products, or services to Sourcewell's cooperative purchasing contracts as follows:

Sourcewell Contract 011723 – CAT (Solicitation Number: 011723)

Sourcewell and Vendor each own all right, title, and interest in their respective names, trademarks, service marks, related logos, and all other rights in the names, designs, likenesses and visual representations thereof ("Licensed Trademarks"), and desire to grant each other a royalty-free license to use certain Licensed Trademarks owned by the other Party under the terms and conditions set forth herein.

ARTICLE I: GRANT OF LICENSE

A. GRANT OF LICENSE. During the term of the Contract:

1. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use Sourcewell's Licensed Trademarks provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

2. Vendor grants to Sourcewell a royalty-free, worldwide (except for those jurisdictions that are prohibited by applicable Anti-Corruption and International Trade Laws), non-exclusive right and license to use Vendor's Licensed Trademarks provided to Sourcewell by Vendor in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

"Anti-Corruption and International Trade Laws" means all statutes, regulations, rules, executive orders, supervisory requirements, directives, ordinances, circulars, opinions, interpretive letters, and official releases of or by any government, or any authority, department or agency thereof or self-regulatory organization related to bribery, fraud, corruption, or international trade.

3. The Parties agree that each is the owner of all rights, including without limitation common law rights and goodwill, in relation to their respective Licensed Trademarks, and that any goodwill derived from the use of Licensed Trademarks by the other Party shall inure to the owner of the respective Licensed Trademarks.

B. LIMITED RIGHT OF SUBLICENSE. The rights and licenses granted herein includes a limited right of each Party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Contract. Any sublicense granted will be subject to the terms and conditions of this Addendum. Each Party will be responsible for any breach of this Article by any of their respective sublicensees.

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C. USE; QUALITY CONTROL.

1. Neither Party may alter the other Party's Licensed Trademarks from the form provided by the other Party and must comply with the other Party's removal requests as to specific uses of its Licensed Trademarks.

2. Each Party agrees to use, and to cause its Permitted Sublicensees to use, the other Party's Licensed Trademarks only in good faith and in a dignified manner consistent with such Party's use of the Licensed Trademarks. Upon written notice to the breaching Party, the breaching Party or their Permitted Sublicensees have thirty (30) days of the date of the written notice to cure the breach or the license will be terminated.

3. Beyond what is permitted in this Addendum, neither Party will:

a. attempt to register, or register any trademark, service mark, symbol, logo, get-up or device which is confusingly similar to any of the other Party's Licensed Trademarks in any jurisdiction;

b. represent that it has any rights of any nature in the Licensed Trademarks other than those enjoyed under the terms of this Agreement;

c. use the other Party's trademarks, service marks or copyrights, translations thereof or marks similar thereto, as part of its corporate name, trade name or a d/b/a name, favicons, social media names/handles, email addresses, email extensions, or domain names without prior written approval from the other Party; or

d. use the other Party's trade names, trademarks, or service marks on any collateral business materials (e.g., business cards, letterhead, invoices, pens, notepads, fax cover sheets, etc.), unless otherwise approved in writing by the other Party.

ARTICLE II: TERM, TERMINATION, AND MISCELLANEOUS.

A. EFFECTIVE DATE. This Addendum is effective upon the date of the final signature below.

B. TERMINATION. Unless earlier terminated in accordance with this Article, this Addendum expires immediately upon the expiration or termination of the Contract.

1. *Termination for Convenience*. This Addendum may be terminated by either Party at any time upon ninety (90) days' prior written notice to the other Party.

2. *Termination for Breach*. This Addendum may be terminated by either Party upon a breach of the terms of this Addendum by the other Party, upon written notice of breach to the breaching Party, and only if such breach is not cured within thirty (30) days of the date of the written notice.

3. *Effect of Termination*. Upon the termination of this Addendum for any reason, each Party will have thirty (30) days to, and require its Permitted Sublicensees to, remove all Licensed Trademarks from signage, websites, and the like bearing the other Party's name or logo

(excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

4. Miscellaneous. The terms and conditions of this Addendum shall have no effect on the terms and conditions of any other trademark licenses signed by the Parties.

All other terms of the Contract remain in full force and effect, unless otherwise terminated.

SOURCEWELL

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Name: Jeremy Schwartz
Title: Director of Operations and Procurement/CPO
Date: 5/24/2023 | 2:45 PM CDT

Caterpillar Inc.

DocuSigned by:
By: Patrick Kearns
68A87926721B4E0...
Name: Patrick Kearns
Title: Vice President Sales & Marketing - North America
Date: 5/24/2023 | 12:48 PM PDT

2025 Sourcewell Caterpillar Cooperative Contract Discounts by Model

Machine Model*	New Equipment
2025	Discount to Customer (Off List Price)
Track Type Tractors	
D1	23.00%
D1 Fire Dozer	23.00%
D2	23.00%
D2 Fire Dozer	23.00%
D3	23.00%
D3 Fire Dozer	23.00%
D4	23.00%
D5	23.00%
D5 Fire Dozer	23.00%
D6	23.00%
D7	19.00%
D8	19.00%
D9	One Time Only
D10	One Time Only
Wheeled Excavators	
M314	26.00%
M315	26.00%
M316	26.00%
M317	26.00%
M318	26.00%
M320	26.00%
M322	26.00%
Material Handlers	
MH3022	26.00%
MH3024	26.00%
MH3026	26.00%
MH3040	26.00%
MH3050	26.00%
MH3250	26.00%
MH3260	26.00%
Telehandlers	
TH255	23.00%
TH408	24.00%
TL642	24.00%
TL943	24.00%
TL1055	24.00%
TL1255	24.00%
Motor Graders	
120	34.00%
120GC	34.00%
140	30.00%
140GC	30.00%
150	30.00%
160	30.00%
14	19.00%
Skid Steer Loaders	
226	21.00%
232	21.00%
236	21.00%
242	21.00%
246	21.00%
250	21.00%
260	21.00%
262	21.00%
270	21.00%
272	21.00%
Compact Track Loaders	
239	21.00%
249	21.00%
255	21.00%
259	21.00%
265	21.00%
275	21.00%
279	21.00%
285	21.00%
289	21.00%
299	21.00%
299XE Land Management	21.00%

Note

Base machines must be properly configured with other mandatory and optional items from the price list before they are considered operational.
All new machines are subject to a commodity surcharge of up to 20% (In some cases, increased tire costs may cause this number to be greater)
All new attachments (CAT work tools) are subject to a commodity surcharge of up to 25%
Dealer costs (example: pre delivery inspection, assembly, freight to final location, etc.) are not subject to list discount
Attachments (CAT work tools) purchased with new machine on same invoice are subject to same list discount as machine
Non-Attached CAT OEM Work Tools are attachments sold on a standalone order without a machine purchase
Parts and Service is offered by the servicing dealer at local rates

Machine Model*	New Equipment
2025	Discount to Customer (Off List Price)
Excavators	
300.9	20.00%
301.5	20.00%
301.7	20.00%
301.8	20.00%
301.9	20.00%
302	20.00%
302.7	20.00%
303	20.00%
303.5	20.00%
304	20.00%
305	20.00%
306	20.00%
307.5	20.00%
308	20.00%
309	20.00%
310	20.00%
313	15.00%
313GC	16.00%
315	19.00%
315GC	20.00%
317	19.00%
317GC	20.00%
320	15.00%
320GC	16.00%
323	15.00%
325	15.00%
326	15.00%
330	15.00%
330GC	16.00%
335	15.00%
336	15.00%
340	16.00%
350	10.00%
352	10.00%
374	10.00%
395	10.00%
Forest Machines	
538	15.00%
548	15.00%
558	15.00%
568	15.00%
Backhoe Loaders	
415	22.00%
416	22.00%
420	22.00%
428 Side Shift	22.00%
430	22.00%
432 Side Shift	22.00%
434 Side Shift	22.00%
440	22.00%
450	22.00%
Wheel Tractor Scrapers	
621	18.00%
623	18.00%
627	18.00%
631	18.00%
637	18.00%
651	18.00%
657	18.00%
Articulated Trucks	
725	17.00%
730	17.00%
735	17.00%
740GC	17.00%
745	17.00%
Rigid Frame Trucks	
770	3.00%
773	3.00%
775	3.00%
Landfill Compactors	
816	12.00%
826	12.00%
836	12.00%
Wheel Dozers and Soil Compactors	
814	15.00%
815	13.00%
824	15.00%
825	13.00%
834	One Time Only

Machine Model*	New Equipment
2025	Discount to Customer (Off List Price)
Wheel Loaders	
903	23.00%
906	23.00%
907	23.00%
908	23.00%
910	23.00%
914	23.00%
920	24.00%
926	24.00%
930	24.00%
938	24.00%
950GC	20.00%
950	18.00%
962	18.00%
966GC	20.00%
966	15.00%
972	11.00%
980	11.00%
982	11.00%
988	11.00%
988GC	11.00%
Track Loaders	
953	19.00%
963	22.00%
973	23.00%
Non-Attached CAT OEM Worktools	15.00%
Parts & Service	N/A
Technology Solutions	N/A
Caterpillar Safety Services	15.00%
Job Site Solutions	N/A

CITY OF VANCOUVER
Procurement Services
(360) 487-8430
procurement.services@cityofvancouver.us
www.cityofvancouver.us
Federal Tax ID No. 91-6001288

Purchase Order #:	PO-66126
Revision #:	0
Effective Date:	1/18/24
Contract #:	C-101549

This Purchase Order number must appear on all invoices, packing lists, and correspondence related to this order.

Peterson Machinery Co
5450 NE Five Oaks Drive
Hillsboro, OR 97124

Submit Invoice To:

City of Vancouver
Jacob Mahan
PO Box 1995
Vancouver, WA 98668
Jacob.Mahan@cityofvancouver.us
accpay@cityofvancouver.us

Ship To:

City of Vancouver
Jacob Mahan
Ops Center - Fleet Services
4711 E Fourth Plain Blvd
Vancouver, WA 98661

If you have any questions regarding this order, please contact:

Jacob Mahan / (360) 487-8195 Jacob.Mahan@cityofvancouver.us

Line #	Line Description	Qty	UOM	Unit Price	Tax	Amount
1	CATERPILLAR 430 BACKHOE TO REPLACE #4092 IN THE WATER DEPARTMENT.	1	Each	183,541.02	15,968.07	183,541.02
				Subtotal:		$183,541.02
				Tax:		$15,968.07
				Total:		$199,509.09

Sample

Note to Supplier

This City is authorized to enter the #011723-CAT Heavy Construction Equipment with Peterson Machinery Co under RCW 39.34. The #011723-CAT Heavy Construction Equipment is incorporated by reference into this purchase order. The City is Sourcewell under the #011723-CAT Heavy Construction Equipment. Peterson Machinery Co agrees to be bound to the #011723-CAT Heavy Construction Equipment with City as Sourcewell in providing goods/services under the #011723-CAT Heavy Construction Equipment.

Authorized Signature

Staff Report: 075-25

To: Mayor and City Council
From: City Manager
Date: April 14, 2025

Subject

Agreement Amendment - Approval of the Kuni Foundation to Fund an Accessible Playground at Fruit Valley Park

Key Points

- In March 2023, City Council approved an agreement with the Kuni Foundation to support the donation of $1,000,000 to fund an inclusive playground at Fruit Valley Neighborhood Park.
- The agreement also directs that the new playground be named the Elizabeth Austin Playground at Fruit Valley Park.
- As design progressed consistent with the agreement, it became apparent that inflation was resulting in an increased cost to meet the full scope of the project.
- The Kuni Foundation has agreed to increase their contribution to $1,200,000 to ensure that the full scope of the project will be realized.

Strategic Plan Alignment

Vibrant and Distinct Neighborhoods – a variety of accessible places and spaces

Present Situation

The Kuni Foundation contacted staff in mid-2022 to discuss a partnership with the City to build an accessible playground. This aligns with one of their primary focus areas which is to accelerate the inclusion of people who experience intellectual and developmental disabilities. After discussion with Parks staff, there was agreement to focus on replacing the existing playground at Fruit Valley Park which is at the end of its useful life. The project's vision was for a new inclusive playground that could empower children of all abilities to develop physically, cognitively, socially and emotionally and take into account physical, intellectual, developmental and sensory disabilities.

The City Council approved an agreement on March 6, 2023, that supported this vision and enabled a donation of $1,000,000 to pay for the project. The agreement also directed that the new playground will honor the legacy of community leader and mother, Elizabeth Austin. The larger park will continue to be named Fruit Valley Neighborhood Park.

Work on this project has progressed well within all terms of the agreement. The theme “Play like a bird” was selected through the community engagement period to celebrate the birds or the Vancouver Lake Lowlands. Due to inflation of construction costs over the last two years, it was determined that the original cost estimate and donation were not sufficient to realize the full scope of the project. City staff and the Kuni Foundation discussed options, including a reduction in scope for the project. It was ultimately decided to increase the donation to ensure the original project vision was fully realized. Through the design process, the City also agreed to consider added funding to support the addition of fencing, which was raised as a priority in the community engagement process. The funds needed for this addition are available through eligible park impact fee revenues.

This action will ensure that the shared vision for this project is achieved. And a grand re-opening of the playground will occur and the “Elizabeth Austin Playground” will be open to the public in late summer of this year.

Advantage(s)

1. A new accessible playground will be built at Fruit Valley Park that has been designed with significant community feedback.
2. The project leverages a large donation from the Kuni Foundation totaling $1,200,000.
3. The existing playground at the end of its useful life can be safely removed.

Challenge(s)

Inflation requires an increase in resources to meet the scope of the project. However, additional funds are available to address this.

Budget Impact

The additional donation of funds will need to be appropriated through the spring supplemental budget process. A request has been included in that process that is consistent with the terms discussed here.

Prior Council Review

Approval of the Kuni Foundation agreement on March 6, 2023

Action Requested

On Monday, April 14, 2025, authorize the City Manager, or designee, to approve the Kuni Foundation agreement amendment to increase the amount to $1,200,000 for the development of the Elizabeth Austin Playground at Fruit Valley Park.

Staff Contact

David Perlick, Director of Parks, Recreation and Cultural Services, Terry Snyder, Park Development Manager, david.perlick@cityofvancouver.us, Terry.Snyder@cityofvancouver.us

Attachments:

1. Kuni Foundation Fruit Valley Park Agreement
2. Fruit Valley Park - Amendment to Grant Agreement

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PROJECT FUNDING AGREEMENT
FRUIT VALLEY PARK PLAYGROUND

This Project Funding Agreement (this "Agreement") is entered into effective [MONTH] [DAY], 2023 (the "Effective Date") by and between the Wayne D. Kuni and Joan E. Kuni Foundation**,** a Washington nonprofit corporation also known as the Kuni Foundation ("Kuni Foundation") and the City of Vancouver, a Washington municipal corporation ("City" and together with Kuni Foundation the "Parties") for the purpose of designing and constructing a commemorative, inclusive playground area at Fruit Valley Park in Vancouver, Washington.

RECITALS

A. WHEREAS, part of Kuni Foundation's mission is to fund projects that enhance opportunity, possibility and quality of life for individuals who experience intellectual and developmental disabilities in order to advance equity and inclusion with respect to the disability community;

B. WHEREAS, Kuni Foundation desires to donate certain funds to the City specifically for the purpose of designing and installing an accessible and inclusive memorial namesake playground at Fruit Valley Park (the "Purpose");

C. WHEREAS, City desires to accept funds from Kuni Foundation order to further the creation of inclusive and accessible public recreational spaces and to enhance the parks, recreation opportunities, natural areas and public spaces for art and culture which are critical components of community health, wellness and quality of life in City;

D. WHEREAS, the City's Parks, Recreation, and Cultural Services Director ("Parks Director") has the authority, pursuant to Vancouver Municipal Code (VMC) Section 2.16.090(2), to establish and operate all facilities and establishments situated in public parks and playgrounds;

E. WHEREAS, the Parks Director is authorized to approve all plans for the improvement of lands for public recreation, and for the erection, construction, or improvement of equipment, structures, and facilities for the purpose of recreation under VMC 2.16.090(7);

F. WHEREAS, the City may receive moneys from lawful sources by contribution, gift, or otherwise for park and recreation purposes pursuant to VMC Section 2.16.100; and

G. WHEREAS, this Agreement is subject to review and recommendation by the City's Parks and Recreation Advisory Commission ("PRAC") in accordance with its advisory responsibilities as set forth in VMC 2.16.070(9) and must be subsequently reviewed and approved by the Vancouver City Council.

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NOW THEREFORE, The Parties mutually agree as follows:

AGREEMENT

I. PROJECT AND GRANT.

A. Grant. Kuni Foundation commits to grant One Million Dollars ($1,000,000) to the City for the Project ("Project Funds"), subject to the conditions and contingent upon fulfillment of the City's obligations contained in this Agreement.

B. Project Description and Plan. The City will use the Project Funds to fund the design, permitting, public outreach and construction of an Inclusive Playground (as defined below) sited on a portion of the City's Fruit Valley Park, located at 3200 Fruit Valley Road, Vancouver, Washington (the "Project"), as more particularly described on the attached Exhibit A.1.

C. Inclusive Design. The City will ensure that the Project is built to ensure accessibility for mobility devices and also to create a balance of play experiences that are engaging to children of all abilities, including those with limited mobility, sensory deficits or other developmental issues, in a manner similar to other play areas described as "inclusive playgrounds" in the region (an "Inclusive Playground").

D. Project Plan. The Project will be designed and constructed in accordance with certain milestones ("Project Plan"), set forth on the attached Exhibit A.2.

E. Playground Naming. It is a condition to Kuni Foundation's grant of the Project Funds that the Project be named the Elizabeth Austin Playground ("Playground Name"). The Playground Name shall be in perpetuity and City shall not re-name the Project without written consent from Kuni Foundation.

F. Future Playground Repairs. After the completion of the Project, if an inspector engaged by City as part of its routine parks assessment determines that the Project or any components of the Project are in need of repair or replacement, then City shall contact Foundation to determine if Foundation may provide additional funds to assist with such repair or replacement. Any repair or replacement of Project components shall be performed in a manner to ensure that the Project remains an Inclusive Playground.

II. GENERAL OBLIGATIONS OF THE PARTIES

A. Obligations of City.

1. Project Oversight. The City agrees to perform, bid, contract for, and otherwise cause the Project to be completed in accordance with the Project Plan. The City will cause the Project to be constructed in accordance with public bid and prevailing

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wage requirements based on statutory requirements and the City's procurement procedures. The City will be solely responsible for the construction and design of the Project, including the hiring and payment of any contractors and for procurement of all equipment, materials, and other resources necessary for the Project and may rely on the Project Funds to do so. The city will be responsible for payroll costs associated with city staff working on the project.

2. Kuni Foundation Involvement. The City will engage in open communication and provide regular Project updates to Kuni Foundation for the duration of this Agreement (the "Foundation Involvement"). As part of the Foundation Involvement, City must obtain approval from Kuni Foundation in the following Project stages:

   (a) City must seek approval from Kuni Foundation prior to selecting a landscape architect for the Project. Kuni Foundation will review the selection of a landscape architect to ensure that such architect is able to create an Inclusive Playground. If Foundation does not approve of the selection, then City must select a different landscape architect in consultation with Foundation.

   (b) City must seek approval from Kuni Foundation prior to finalizing the design plan for the Project. If, in the reasonable judgment of Kuni Foundation, the design does not meet the standards of an Inclusive Playground, then City and Kuni Foundation will work together with the landscape architect to make necessary alterations to the design.

3. Playground Name. The City will propose the Playground Name in accordance with the park naming policy procedure described on the attached Exhibit B (the "Naming Procedure"). In the event that the Playground Name is not approved pursuant to the Naming Procedure and the Parties cannot agree on an alternative name, then Kuni Foundation shall have no obligation to grant the Project Funds, any disbursed Project Funds shall be returned to Kuni Foundation, and this Agreement shall be null and void.

4. Use of Funds. The City will not use any portion of the Project Funds for any purpose other than as expressly detailed in the Project Plan and necessary to complete the Project. In the event that there are unused Project Funds after the completion of the Project, the City shall return any such unused Project Funds to Kuni Foundation.

B. Obligations of Kuni Foundation.

1. Grant of Project Funds. Subject to the conditions and contingent upon the continuing fulfillment of the City's obligations contained in this Agreement, Kuni Foundation will disburse the Project Funds to the City in accordance with the Budget and Reimbursement Schedule attached hereto as Exhibit C.

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2. Kuni Foundation Involvement. Kuni Foundation will engage in open communication with the City for the duration of this Agreement, including in the Foundation Involvement described above.

3. No Other Obligations. Kuni Foundation will have no obligations with respect to the Playground other than as specifically set forth in this Agreement.

III. TERM AND TERMINATION

A. Term. This Agreement is effective as of the Effective Date and will continue for the duration of the Project, ending on Kuni Foundation's delivery to the City of the final disbursement of the Project Funds or Kuni Foundation's final approval of the Project design as described in Section II.A.2, whichever is later.

B. Termination. This Agreement may be terminated earlier for the following reasons:

1. Kuni Foundation, after reasonable consultation with the City and sufficient exploration of other options and possible mutual agreements to amend this Agreement, may terminate this Agreement effective immediately by written notice to the City if Kuni Foundation reasonably determines that the Project is no longer feasible, that Project will not be completed in accordance with its intended purpose and design, or in the event of a material breach of this Agreement by City.

2. If the City, after reasonable consultation with Kuni Foundation and sufficient exploration of other options and possible mutual agreements to amend this Agreement, determines that circumstances beyond its control prevent it from continuing the Project, the City may terminate this Agreement at any time by written notice to Kuni Foundation. In the event that the Project is terminated by the City after any disbursement of Project Funds by Kuni Foundation, City must return all disbursed Project Funds to Kuni Foundation.

IV. STANDARD TERMS

A. Survival. All terms which by their nature and intent are required to be performed after termination of this Agreement will survive to the extent necessary to enable their fulfillment.

B. Authority. The individuals executing this Agreement on behalf of the respective parties represent and certify that they have the right, power, legal capacity, and appropriate authority to enter into this Agreement on behalf of that party.

C. Modifications. No provision, requirement, or term of this Agreement may be modified, supplemented or amended, nor may it be waived or discharged, except in writing, signed by both Parties. A written waiver of a breach of one provision in this Agreement will not operate as a waiver of a subsequent breach of the same provision.

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D. Integration. This Agreement and all attachments and exhibits hereto contains the entire understanding between the parties relating to this Agreement. This Agreement supersedes all prior and contemporaneous understandings, representations, negotiations, and agreements between the parties whether written or oral. In the event of a conflict between the terms of an exhibit or other document referenced herein and this Agreement, the terms of this Agreement control.

E. Severability. The provisions of this Agreement are severable, and the invalidity, illegality, or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provisions. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such provision will be modified to the extent necessary to render it enforceable, and as modified, this Agreement will remain in full force and effect.

F. Notices. Any notice, request, demand, or communication required or allowed under this Agreement will be sent in writing to the addresses and contact information for the Parties set forth in Exhibit D, and will be deemed sufficiently given upon delivery, if delivered by hand (signed receipt obtained), or three (3) days after posting if properly addressed and sent certified mail return receipt requested, or upon receipt if sent via email, if delivery can be confirmed by the sender.

G. Force Majeure. No Party will be liable for any delay or default in performance caused by conditions beyond its control, including, but not limited to, environmental or natural disasters, government restrictions, epidemics or pandemics, continuing domestic or international problems such as wars, threats of terrorism, or insurrections, strikes, work stoppages and embargoes; provided, however, that either party will have the right to terminate this Agreement upon thirty (30) days prior written notice if the other party's delay or default due to any of the above-mentioned causes continues for a period of more than ninety (90) days.

H. Governing Law and Venue. This Agreement is written and is to be construed in accordance with and governed by the laws of the State of Washington and venue shall lie in Clark County, Washington.

I. Counterparts. This Agreement may be executed and delivered in counterparts, and by email, and each will be valid as if all parties had executed the same document.

J. Independent Relationship. The parties are independent contractors and no agency, employer-employee, partnership, or joint venture relationship is intended or created by this Agreement. Neither party has any right or authority to assume or create any obligation, commitment or responsibility for or on behalf of the other except as provided herein or as the other may expressly authorize in writing. Each party is solely responsible for the performance and compensation of its respective employees.

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IN WITNESS, WHEREOF, the parties hereto have caused this Agreement to be signed and dated as of the Effective Date.

KUNI FOUNDATION:

By: DocuSigned by: Angela Hult 9BFB91FCAD31412...
Name: Angela Hult
Title: President

CITY OF VANCOUVER:

By: DocuSigned by: 55D2166E807D430...
Name: Lon Pluckhahn
Title: Deputy City Manager

ATTEST:

By: DocuSigned by: Natasha Ramras BCF0734E40E94AE...
Name: Natasha Ramras
Title: City Clerk

APPROVED AS TO FORM:

By: DocuSigned by: 9A7DC2E31F694A2...
Name: Jonathan Young
Title: City Attorney

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EXHIBIT A.1

PROJECT DESCRIPTION

The Project is built to ensure accessibility for mobility devices to create a balance of play experiences that are engaging to children of all abilities, including those with limited mobility, sensory deficits or other developmental issues, in a manner similar to other play areas described as “inclusive playgrounds” in the region

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EXHIBIT A.2
PROJECT PLAN

Tasks to be completed in 2023

- PRAC Recommendation to City Council to accept Kuni donation
- City Council acceptance of the Kuni Foundation Donation for the use of $1,000,000 for new playground in Fruit Valley Park, named for Elizabeth Austin
- Selection of a contracting firm to help with the outreach, public input, permitting, design, specification and construction review assistance for the Elizabeth Austin Playground
- Completion of a Master Plan for Fruit Valley Playground, AKA Elizabeth Austin Playground

Tasks to be completed in 2024

- All plans and specifications for the new playground and surrounding area
- Project submitted to the city and approved for all permits required to build the playground and associated improvements
- Preparation of bidding schedule and bid documents
- Closing of bids and selection of a general contractor for the playground installation
- City Council approval of the selected general contractor for the Elizabeth Austin Playground

Tasks to be completed in 2025

- Completing the construction of the Elizabeth Austin Playground
- Close out all permits.
- Completion of final punch list for Elizabeth Austin Playground
- Grand Opening of the new Elizabeth Austin Playground

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EXHIBIT B

PLAYGROUND NAMING PROCEDURE

The Playground Name must be reviewed and approved in accordance with the City's Park Naming Policy and requires submission of a written report including the information excerpted from that policy below. This report is designed to assist PRAC in affirming an initial determination by the Parks Director that such commemorative naming is justified and complies with the City's policy.

A. Factors to be considered include, but are not limited to:

7.2.1 The proposed name and the reason for the naming or renaming

7.2.2 The background information, biographical information demonstrating the contribution or other factors associated with a person or place to be named.

7.2.3 Whether and to what extent the appropriate and/or impacted communities support the proposal.

7.2.4 In cases of proposals recognizing deceased individuals, documentation verifying that the living family members or relatives agree with the proposal.

7.2.5 Any other factors which would support the proposal or request, including consistency with this policy.

B. The Parks Director's consideration regarding the naming or renaming of parks, recreation facilities or features within such areas – here a playground feature within a park – must be guided by the following considerations:

7.4.1 Recognized geographic names- relative location of the park, facility, neighborhood, area, etc.;

7.4.2 Natural or geological features proximate to the park or facility;

7.4.3 Cultural or historical significance to the City, County or surrounding neighborhood; or

7.4.4 A deceased individual who made a significant community contribution, exhibited outstanding achievement, performed distinctive service or otherwise has well documented community support.

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EXHIBIT C
BUDGET AND REIMBURSEMENT SCHEDULE

Funding for Elizabeth Austin Playground at Fruit Valley Park

FUNDING AMOUNT	DISBURSED TO THE CITY OF VANCOUVER*
$100,000	Following completion of: Selection and Contracting of Landscape firm to handle the plans, specifications, and construction inspection of the Fruit Valley playground area. Funding to be used for pre-develop/development tasks, such as site survey, permits and public outreach costs.
$100,000	Following completion of: Adopted master plan of playground by Kuni Foundation and PRAC
$100,000	Following completion of: Plans and Specification for the new Elizabeth Austin playground
$250,000	Following the: City Council action to approve the contractor for the playground construction at Fruit Valley Park
$250,000	Following the: Selected contractor complete 50% of the work on site. As a note, provided that funding remains after installation of playground equipment and completion of the accessibility elements of the Inclusive Playground, remaining Kuni Foundation funding may be used for the following items to accompany the playground: parking improvements, picnic tables, benches, shade shelters, trash cans, etc.
$200,000	Following the: Completion of final punch list and Grand Opening of the Elizabeth Austin playground

*All funding disbursements will occur within 30 days of completion of the funded task itemized above.

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EXHIBIT D
NOTICE AND CONTACTS

Kuni Foundation Key Contacts:

Kuni Foundation
900 Washington Street, Suite 830
Vancouver, WA 98660
FEIN Number: 81-5181832

Name:	Function/Title:	Phone:	Email:
Angela Hult	President		
Greg Goodwin	Board Chair		
Robyn Shuey	Director of Grants and Programs	(360) 360-4811, ext. 202	robyn@kunifoundation.org
Jenny Tuohy	Attorney, Stoel Rives LLP	(503) 294-9275	jenny.tuohy@stoel.com

City of Vancouver Key Contacts:

City of Vancouver
Department of Parks, Recreation, and Cultural Services
PO Box 1995
Vancouver, WA 98668-1995

Name:	Function/Title:	Phone:	Email:
Eric Holmes	City Manager	(360) 487-8640	eric.holmes@cityofvancouver.us
Dave Perlick	Interim Director, Parks, Recreation and Cultural Services Department	(360) 487-8314	david.perlick@cityofvancouver.us
Julie Hannon	Parks and Recreation Manager	(360) 487-8309	julie.hannon@cityofvancouver.us
Becky Rude	Assistant City Attorney	(360) 487-8513	becky.rude@cityofvancouver.us

Each party will provide the other party written notice of changes to its contact persons, addresses, telephone, and email address.

AMENDMENT TO PROJECT FUNDING AGREEMENT

FRUIT VALLEY PARK PLAYGROUND

This is an Amendment to the 2003 Project Funding Agreement ("Agreement"), which was entered by and between the Wayne D. Kuni and Joan E. Kuni Foundation, a Washington nonprofit corporation also known as the Kuni Foundation ("Kuni Foundation") and the City of Vancouver, a Washington municipal corporation ("City" and together with Kuni Foundation the "Parties") for the purpose of designing and constructing a commemorative, inclusive playground area at Fruit Valley Park in Vancouver, Washington.

Recitals

A. After the parties executed the Agreement, the City issued a Request for Proposals to construct the playground at Fruit Valley Park.

B. The amount of the lowest cost proposal received by the City exceeds the amount the Kuni Foundation committed to grant the City under the terms of the Agreement.

C. The Kuni Foundation wishes to increase the grant funds it will provide to the City, in order to cover the cost of constructing the new playground.

D. The Parties also wish to extend the timelines for completing the tasks associated with construction of the new playground.

Amendment

The Parties mutually agree to amend the Agreement as follows:

1. Section I.A. of the Agreement is amended read as follows (changes in bold):

   A. Grant. Kuni Foundation commits to grant **One Million and Two Hundred Thousand Dollars ($1,200,000)** to the City for the Project ("Project Funds"), subject to the

conditions and contingent upon fulfillment of the City's obligations contained in this Agreement.

2. Exhibit A.2. of the Agreement is replaced in its entirety with the Amended Exhibit A.2, attached to this Amendment.

KUNI FOUNDATION:

By: _____

Name: _____

Title: _____

CITY OF VANCOUVER:

By: _____

Name: Lon Pluckhahn

Title: City Manager

ATTEST:

By: _____

Name: Natasha Ramras

Title: City Clerk

APPROVED AS TO FORM:

By: _____

Name: Nena Cook

Title: City Attorney

AMENDED EXHIBIT A.2

PROJECT PLAN

Tasks completed in 2023

- PRAC Recommendation to City Council to accept Kuni donation
- City Council accepted of the Kuni Foundation Donation for the use of $1,000,000 for new playground in Fruit Valley Park, named for Elizabeth Austin and Parties signed Agreement
- Selection of a contracting firm to help with the outreach, public input, permitting, design, specification and construction review assistance for the Elizabeth Austin Playground
- Completion of a Master Plan for Fruit Valley Playground, AKA Elizabeth Austin Playground

Tasks completed in 2024:

- All plans and specifications for the new playground and surrounding area
- Project submitted to the city and approved for all permits required to build the playground and associated improvements
- Preparation of bidding schedule and bid documents

Tasks to be completed in 2025:

- Closing of bids and selection of a general contractor for the playground installation
- City Council approval of the selected general contractor for the Elizabeth Austin Playground
- Completing the construction of the Elizabeth Austin Playground
- Close out all permits.
- Completion of final punch list for Elizabeth Austin Playground
- Grand Opening of the new Elizabeth Austin Playground

Staff Report: 076-25

To: Mayor and City Council
From: City Manager
Date: April 14, 2025

Subject
Lease Agreement between City of Vancouver and KPFF, Inc

Key Points

- KPFF, Inc will be leasing approximately 4,524 square feet of space on the 6th floor of City Hall for a period of 67 months.
- The lease rate will be $30.13 per square foot plus Leasehold Excise Tax ($34.00 gross rent).
- Lease revenue of $372,725.

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

Present Situation
The City of Vancouver purchased City Hall in 2010. At that time, the top two floors were occupied by private tenants. In 2017, an existing tenant expanded their space to take the entirety of the 6th floor. As the COVID-19 pandemic ultimately affected the design of in-person office work, the need for office space across the country decreased.

After much reflection, the tenant who occupied the 6th floor made the decision to vacate the space in 2022. As the City's broker marketed the space through direct mailings, a multiple listing service and targeted business outreach, it proved difficult to lease an entire floor under existing real estate conditions and the space has remained empty. Upon receiving input from our broker, the City's property committee began discussions regarding the potential of dividing the floor. After several discussions, it was determined that it would be in the best interests of the City to offer the opportunity of leasing smaller footprints on the 6th floor.

KPFF, Inc. a consulting engineer firm, approached the City and negotiations commenced. Staff is recommending entering into a lease agreement with KPFF for approximately 4,524 square feet of office space for a sixty-seven (67) month term with one option to extend for a three-year (3-yr) term. The City advertised the space using a gross rate equivalent to $34 per square foot, which has been established using current market comparisons of similar office space. However, that did not provide an allowance for improvements. KPFF will fund and manage their improvements at an estimated value of $479,000. A tenant improvement allowance of $60 per square foot will be credited as a monthly credit of $4,524 for 60 months. Rent will be $30.13 per square foot plus leasehold excise tax and will escalate 3% annually thereafter through the term of the lease.

Staff is recommending that the City of Vancouver enter into a 67-month lease agreement with KPFF for approximately 4,524 square feet of office space located at 415 W. 6th Street, Suite 605.

Advantage(s)

1. Provides a predictable rental revenue stream for the next 5 years and positive cash flow to the City.
2. By having KPFF fund its own improvements, the City can avoid additional capital expenditures.

Challenge(s)
No challenges are foreseen.

Budget Impact
The City will realize a positive cash flow over the term of the lease.

Prior Council Review
None

Action Requested
On Monday, April 14, 2025, ratify the attached Lease Agreement between City of Vancouver and KPFF, Inc. for office space located at 415 W. 6th Street, Suite 605 and authorize the City Manager, or designee, to execute associated document(s).

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

Attachments:
1. Lease - KPFF and Vancouver City Hall

OFFICE LEASE AGREEMENT

BETWEEN

CITY OF VANCOUVER

(LANDLORD)

AND

KPFF, INC.

(TENANT)

OFFICE LEASE AGREEMENT

THIS OFFICE LEASE AGREEMENT ("Lease"), dated April 14, 2025 ("Effective Date") is made and entered into by and between the City of Vancouver, a Washington municipal corporation ("Landlord" or "City") and KPFF, Inc., a Washington profit corporation ("Tenant" or "KPFF") upon the following terms and conditions:

ARTICLE I. DEFINITIONS.

Unless the context otherwise specifies or requires, the following terms have the meanings specified herein:

1.1. Building. The term "Building" means that certain office building located at 415 West 6th Street, commonly known as Vancouver City Hall, together with any related land, improvements, common areas, driveways, sidewalks, and landscaping.

1.2. Premises. The term "Premises" means Suite #601, located on the 6th Floor of the Building, as depicted on the drawing attached hereto as Exhibit "A" and incorporated herein by reference. As used herein, "Premises" does not include any storage area in the Building, as any such area must be leased or rented pursuant to separate agreement.

1.3. Rentable Area of the Premises. The term "Rentable Area of the Premises" means 4,524 square feet, which Landlord and Tenant have stipulated as the Rentable Area of the Premises.

1.4. Lease Term. The term "Lease Term" means the sixty-Seven month period between the Commencement Date and the Expiration Date (as such terms are hereinafter defined), unless sooner terminated as otherwise provided in this Lease.

1.5. Commencement Date. Subject to adjustment as provided in Article III, the term "Commencement Date" means July 1, 2025 or upon completion of Tenant Improvements, whichever occurs last, but no later than September 1, 2025 and memorialized with an Acknowledgement of Lease Commencement similar to attached Exhibit "B".

1.6. Expiration Date. Subject to adjustment as provided in Article III, the term "Expiration Date" means Sixty-Seven months after Commencement Date.

1.7. Base Rent. Subject to adjustment as provided in Article IV, the term "Base Rent" means $30.13 per square foot per year.

1.8. Security Deposit. The term "Security Deposit" shall be equal to last month's calculated contract rent of Thirteen Thousand One Hundred Sixty Eight and 21/100 ($13,168.21)

1.9. Leasehold Excise Tax. The term "Leasehold Excise Tax" means the amount to be paid in lieu of property tax on leases of a government property to private parties pursuant to Chapter 82.29A RCW, equal to 12.84% of the Base Rent as of the Effective Date.

1.10. Tenant's Permitted Use. The term "Tenant's Permitted Use" means general office for the purpose of providing professional, scientific, and technical engineering consulting services and no other use.

1.11. Business Hours. The term "Business Hours" means the hours of 8:00 A.M. to 5:00 P.M, Monday through Friday (federal and state holidays excepted). Holidays are defined by Vancouver Municipal Code (VMC) 2.40.020, which as of the Effective Date include New

Year's Day, Presidents' Day, Martin Luther King, Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Native American Heritage Day and Christmas Day.

1.12. Landlord's Address for Notices. The term "Landlord's Address for Notices" means City of Vancouver, ATTN: Linda Carlson, Property Management Program Manager, PO BOX 1995, Vancouver, WA 98668-1995, with a copy to City of Vancouver, ATTN: Becky Rude, Assistant City Attorney, PO BOX 1995, Vancouver, WA 98668-1995.

1.13. Tenant's Address for Notices. The term "Tenant's Address for Notices" means KPFF, 1601 5th AVE, STE 1300, Seattle, WA, 98101.

ARTICLE II. PREMISES.

2.1. Lease of Premises. Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises, together with the nonexclusive right to use the Common Areas, from Landlord, upon all of the terms, covenants and conditions contained in this Lease. The common areas appurtenant to the Building are referred herein as the "Common Areas" and include all areas and facilities outside the Premises that are designated by Landlord for general nonexclusive use of tenants of the Building; provided that Tenant has no rights whatsoever to the roof, exterior walls, utility raceways or air space, except as expressly provided in this Lease.

2.2. Delivery and Acceptance of Premises. Landlord has no obligation to make or pay for any improvements or renovations to the Premises to prepare the Premises for Tenant's occupancy. Tenant acknowledges that Landlord has not made any representation or warranty with respect to the condition of the Premises or the Building or with respect to the suitability or fitness of either for the conduct of Tenant's Permitted Use or for any other purpose. Prior to Tenant's taking possession of the Premises, Landlord or its designee and Tenant will walk the Premises for the purpose of reviewing the condition of the Premises; after such review, Tenant will be deemed to have accepted the Premises unless Tenant notifies Landlord in writing of specific objections to the existing conditions in writing within 12 hours of such review. Tenant agrees to accept the Premises in its "as is" physical condition without any agreements, representations, understandings or obligations on the part of Landlord to perform any alterations, repairs or improvements (or to provide any allowance for same except as expressly provided herein).

2.3. Tenant Improvement Allowance. Tenant shall be allowed up to $60 per Rentable Area of the Premises ("Tenant Improvement Allowance") creditable toward payment of Base Rent as a monthly credit of $4,524.00 for 60 months ("TI Credit"). The amount is calculated on a flat line amortization schedule over 60 months for a total credit of $271,440.00 as shown in the attached Exhibit "D". Any such TI Credit shall be applied after the Rent Abatement period defined in Article IV below. Tenant shall be eligible for such TI Credit only upon demonstrating by documentation deemed sufficient by Landlord that the Tenant Improvement Allowance has been expended on the Premises in accordance with the permitted Scope of Work identified on the attached Exhibit "C", with up to $20.00 per Rentable Area of the Premises from the Tenant Improvement Allowance expended on Tenant specific furniture, fixtures, and improvements (FF&E). Moveable furniture, fixtures or other equipment that have no permanent connection to the structure (FF&E) will

be removed by and become the property of the Tenant upon expiration of Lease Agreement. Because Landlord is a Washington municipal corporation and the Building in which the Premises are located is a public facility, all work performed pursuant to the Tenant Improvement Allowance, other than FF&E, must be compensated in accordance with Washington State Labor & Industry prevailing wage requirements.

2.4. **Expansion Option.** Subject and subordinate to any preexisting options to lease additional premises contiguously located with the Premises in the Building ("Expansion Area"), Tenant shall have the option to lease additional space ("Expansion Option") when rentable square footage becomes available for lease, with such additional square footage leased under the same terms and conditions of this Lease. Tenant must exercise any such Expansion Option within thirty (30) days of written notice by Landlord for any and all offered Expansion Area and such Expansion Option exercise shall be memorialized by the parties through amendment to this Lease as necessary to reflect adjustments to the Premises, Base Rent, and other provisions directly implicated by the Expansion Option.

ARTICLE III. TERM.

3.1. **Lease Term.** Except as otherwise provided in this Lease, the Lease Term is the period commencing on the Commencement Date and ending on the Expiration Date; provided, however, that if, for any reason, Landlord is unable to deliver possession of the Premises on the Commencement Date, Landlord is not liable for any damage caused thereby, nor will the Lease be void or voidable, but, rather, the Lease Term will commence upon, and the Commencement Date will be, the date that possession of the Premises is so tendered to Tenant (except for Tenant-caused delays which will not be deemed to delay commencement of the Lease Term), and, unless Landlord elects otherwise, the Expiration Date will be extended by an equal number of days.

3.2. **Lease Extension Option.** Tenant shall have one option to extend Lease Term for an additional three (3) year period ("**Lease Extension Option**"). Tenant must elect to exercise such Lease Extension Option by providing Landlord advance written notice at least six (6) months in advance of the original Expiration Date. Base Rent for the Lease Extension Option shall be determined in accordance with the Rent Adjustments provided herein.

ARTICLE IV. RENTAL.

4.1. **Base Rent.** During the Lease Term, Tenant must pay to Landlord as rental for the Premises the Base Rent, subject to an annual increase of three percent (3%) on each anniversary of the Commencement Date ("Rent Adjustments").

4.2. **Rent Abatement.** For a period of Seven (7) months, beginning with the Commencement Date, the Base Rent payment shall be abated ("Abated Rent") and Tenant shall have no obligation to pay that amount.

4.3. **Leasehold Excise Tax**. An amount equal to 12.84% of the Base Rent, as set by the Washington State Department of Revenue and imposed pursuant to Chapter 82.29A RCW.

4.4. **Payment.** Concurrently with the execution hereof, Tenant will pay Landlord Base Rent for the first calendar month of the Lease Term. Thereafter the Base Rent is payable in advance on the first day of each calendar month. If the Commencement Date is other than the first

day of a calendar month, the prepaid Base Rent for such partial month will be prorated in the proportion that the number of days this Lease is in effect during such partial month bears to the total number of days in the calendar month. All Rent, and all other amounts payable to Landlord by Tenant pursuant to the provisions of this Lease, must be paid to Landlord, (except as may be expressly provided in this Lease) without notice, demand, abatement, deduction or offset, in lawful money of the United States at Landlord's office in the Building or to such other person or at such other place as Landlord may designate from time to time by written notice given to Tenant. No payment by Tenant or receipt by Landlord of a lesser amount than the correct Rent due hereunder will be deemed to be other than a payment on account; nor will any endorsement or statement on any check or any letter accompanying any check or payment be deemed to effect or evidence an accord and satisfaction; and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance or pursue any other remedy in this Lease or at law or in equity.

4.5. Late Charge: Interest. Tenant acknowledges that the late payment of Base Rent or any other amounts payable by Tenant to Landlord hereunder (all of which constitute additional rental to the same extent as Base Rent) will cause Landlord to incur administrative costs and other damages, the exact amount of which would be impracticable or extremely difficult to ascertain. Landlord and Tenant agree that if Landlord does not receive any such payment on or before five (5) days after the date the payment is due, Tenant must pay to Landlord, as additional rent, (a) a late charge equal to five percent (5%) of the overdue amount to cover such additional administrative costs; and (b) interest on the delinquent amounts at the lesser of the maximum rate permitted by law, if any, or twelve percent (12%) per annum ("Interest Rate") from the date due to the date paid.

4.6. Additional Rent. For purposes of this Lease, all amounts payable by Tenant to Landlord pursuant to this Lease, whether or not denominated as such, constitute additional rental hereunder. Such additional rental, together with the Base Rent and Leasehold Excise Tax, may sometimes be referred to in this Lease as "Rent".

4.7. Taxes.

(a) The term "Taxes" means the aggregate amount of all real estate taxes, assessments (whether they be general or special), sewer rents or water and charges, surcharges or other amounts imposed based on carbon, emissions, or natural resources or energy usage, transit taxes, taxes based upon the receipt of rent or as against the business of leasing the Building, and any other federal, state or local governmental charge, general, special, ordinary or extraordinary (but not including income or franchise taxes, capital stock, inheritance, estate, gift, or any other taxes imposed upon or measured by Landlord's gross income or profits, unless the same is imposed in lieu of real estate taxes or other ad valorem taxes), which Landlord pays or becomes obligated to pay in connection with the ownership, leasing and operation of the Building, or any part thereof. Taxes also include all fees and costs, including attorneys' fees, appraisals and consultants' fees, incurred by Landlord in seeking to obtain a reassessment, reduction of, or a limit on the increase in, any Taxes, regardless of whether any reduction or limitation is obtained. Taxes for any calendar year are equal to Taxes that are due for payment or paid in such year, rather than Taxes that are assessed or become a lien during such year. Taxes also include: (a) any tax,

assessment, levy, imposition or charge imposed upon Landlord and measured by or based in whole or in part upon the Building, or the rents or other income from the Building, or upon or with respect to the possession, leasing, operating, management, maintenance, alteration, repair use or occupancy by Tenant of the Premises or any portion thereof, to the extent that such items would be payable if the Building was the only property of Landlord subject to same and the income received by Landlord from the Building was the only income of Landlord; (b) any personal property taxes imposed upon the furniture, fixtures, machinery, equipment, including without limitation alternative energy generation and storage equipment), apparatus, systems and appurtenances of Landlord used in connection with the Building; and (c) any special assessments against real property imposed in connection with any public improvements or betterments.

(b) Landlord will use commercially reasonable efforts to seek reassessment, reduction of, or a limit on the increase in Taxes. Refunds of Taxes will be credited against Operating Expenses and refunded proportionately to Tenant, regardless of when received, based on the year to which the refund is applicable, provided that in no event will the amount to be refunded to Tenant for any such year exceed the total amount paid by Tenant as Operating Expense Adjustment for such year. If Taxes for any period during the Lease Term are increased after payment thereof for any reason, including without limitation, error or reassessment by applicable governmental authorities, Tenant must pay Landlord upon demand Tenant's Percentage Share of any such increased Taxes included by Landlord as Taxes pursuant to the terms of this Lease.

(c) Notwithstanding anything in Section **Error! Reference source not found.** to the contrary, Tenant must pay:

(1) Rent, sales, service, transfer or value added tax, or any other applicable tax on the Rent or services herein or otherwise respecting this Lease, or to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion of the Premises (and such taxes will not be included in Operating Expenses);

(2) Taxes assessed upon this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises;

(3) Taxes assessed upon, measured by or reasonably attributable to the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises. If any such taxes on Tenant's equipment, furniture, fixtures and other personal property are levied against Landlord or Landlord's property or, if the assessed value of Landlord's property is increased by inclusion therein of a value placed upon such personal property and Landlord pays such the taxes based upon such increased assessment, Tenant must upon demand repay to Landlord the taxes so levied against Landlord or the proportion of such taxes resulting from such increase in the assessment; and

(4) Taxes assessed against Tenant's improvements in the Premises (whether installed and/or paid for by Landlord or Tenant and whether affixed to the real property so as to become a part thereof) for real property tax purposes at a

valuation higher than the valuation at which tenant improvements conforming to Landlord's "building standard" in other space in the Building are assessed. Such taxes will be deemed to be taxes levied against personal property of Tenant and will be governed by the provisions of Section (c).

ARTICLE V. SECURITY DEPOSIT.

5.1. Security Deposit. Upon the execution of this Lease, Tenant will deposit with Landlord the Security Deposit. The Security Deposit is made by Tenant to secure the faithful performance of all the terms, covenants and conditions of this Lease to be performed by Tenant. If Tenant defaults with respect to any covenant or provision hereof, Landlord may use, apply or retain all or any portion of the Security Deposit to cure such default or to compensate Landlord for any loss or damage which Landlord may suffer thereby. Landlord shall provide written notice prior to drawing from the Security Deposit and Tenant shall have the right to a reasonable opportunity to cure any default prior to the Landlord drawing from the Security Deposit. If Landlord so uses or applies all or any portion of the Security Deposit, Tenant must immediately upon written demand deposit cash with Landlord in an amount sufficient to restore the Security Deposit to the full amount hereinabove stated. Landlord is not required to keep the Security Deposit separate from its general accounts and Tenant is not entitled to interest on the Security Deposit. Within thirty (30) days after the later to occur of the Expiration Date and the vacation of the Premises by Tenant, the Security Deposit, or such part as has not been applied to cure the default, will be returned to Tenant. In the event of a sale or transfer of Landlord's interest in the Premises or the Building, Landlord has the right to transfer the Security Deposit to the purchaser or lessor, as the case may be, and upon any such transfer Landlord will be relieved of all liability to Tenant for the return of the Security Deposit, and Tenant must look solely to the new owner or lessor for the return of the Security Deposit.

ARTICLE VI. USE OF PREMISES.

6.1. Tenant's Permitted Use. Tenant may use the Premises only for Tenant's Permitted Use as set forth in Section 1.9 above and may not use or permit the Premises to be used for any other purpose. Tenant will, at its sole cost and expense, obtain all governmental licenses and permits required to allow Tenant to conduct Tenant's Permitted Use. Landlord disclaims any warranty that the Premises are suitable for Tenant's use and Tenant acknowledges that it has had a full opportunity to make its own determination in this regard.

6.2. Compliance with Laws and Other Requirements.

(a) Tenant will cause the Premises to comply in all material respects with all laws, ordinances, regulations and directives of any governmental authority having jurisdiction including, without limitation, the Americans with Disabilities Act of 1990 ("ADA"), any certificate of occupancy, and any law, ordinance, regulation, covenant, condition or restriction affecting the Building or the Premises which in the future may become applicable to the Building or the Premises (collectively "Applicable Laws"). Landlord may perform, or require Tenant to perform, and Tenant will be responsible for the cost of, ADA compliance in the Common Areas necessitated as a result of Tenant's manner of use of the Premises (as opposed to

general office use). Tenant must give prompt notice to Landlord of any notice it receives of the violation of any Applicable Laws. Tenant must pay all costs, expenses, fines, penalties and damages imposed upon Landlord or any Mortgagee (as hereinafter defined) by reason of or arising out of Tenant's failure to fully and promptly comply with this Section 6.2.

(b) Tenant shall not use the Premises, or permit the Premises to be used, in any manner which: (i) violates any Applicable Law; (ii) causes or is reasonably likely to cause damage to the Building or any equipment, facilities or systems therein, or the Premises economic maintenance, operation and repair of the Building or any equipment, facilities or systems therein, or Landlord's provision of services to the Building, (iv) impairs the character, reputation or appearance of the Building as a first class office building; (v) violates a requirement or condition of any fire and extended insurance policy covering the Building and/or the Premises, or increases the cost of such policy; (vi) constitutes or is reasonably likely to constitute a nuisance, annoyance or inconvenience to other tenants or occupants of the Building or their equipment, facilities or systems; (vii) interferes with, or is reasonably likely to interfere with, the transmission or reception of microwave, television, radio, telephone or other communication signals by antennae or other facilities located in the Building; or (viii) violates the Rules and Regulations described in Article XVIII.

6.3. Hazardous Materials.

(a) No Hazardous Materials (as hereinafter defined) shall be Handled (as hereinafter defined) upon, about, above or beneath the Premises or any portion of the Building by or on behalf of Tenant, its subtenants or its assignees, or their respective contractors, clients, officers, directors, employees, agents, or invitees. Any such Hazardous Materials so Handled shall be known as "Tenant's Hazardous Materials". Notwithstanding the foregoing, normal quantities of Tenant's Hazardous Materials customarily used in the conduct of general administrative and executive office activities (e.g., copier fluids and cleaning supplies) may be Handled at the Premises without Landlord's prior written consent. Tenant's Hazardous Materials shall be Handled at all times in compliance with the applicable manufacturer's instructions and all applicable Environmental Laws (as hereinafter defined).

(b) Notwithstanding the obligation of Tenant to indemnify Landlord pursuant to this Lease, Tenant shall, at its sole cost and expense, promptly take all actions required by any Regulatory Authority (as defined herein), or necessary for Landlord to make full economic use of the Premises or any portion of the Building, which requirements or necessity arises from the Handling of Tenant's Hazardous Materials upon, about, above or beneath the Premises or any portion of the Building. Such actions shall include, but not be limited to, the investigation of the environmental condition of the Premises or any portion of the Building, the preparation of any feasibility studies or reports and the performance of any cleanup, remedial, removal or restoration work. Tenant shall take all actions necessary to restore the Premises or any portion of the Building to the condition existing prior to the introduction of Tenant's Hazardous Materials, notwithstanding any less stringent standards or remediation allowable under applicable Environmental Laws. Tenant shall nevertheless obtain Landlord's written approval prior to undertaking any actions required by this Section, which

approval shall not be unreasonably withheld so long as such actions would not potentially have a material adverse long-term or short-term effect on the Premises or any portion of the Building. Notwithstanding the foregoing prohibition against the location of Tenant's Hazardous Materials upon, about, above or beneath the Premises or other portions of the Building, if Tenant causes any Tenant's Hazardous Materials to be located upon, about, above or beneath the Premises or any other portion of the Building, Tenant at its sole cost and expense will obtain insurance or other means of financial capability satisfactory to Landlord to assure compliance with the indemnity and other obligations of Tenant related to Tenant's Hazardous Materials set forth in this Lease. Such insurance or other means of financial capability shall be on such forms, in such amounts, with such persons as from time to time required by Landlord, and otherwise satisfactory to Landlord.

(c) Tenant agrees to execute affidavits, representations, and the like from time to time at Landlord's request stating Tenant's best knowledge and belief regarding the presence of Hazardous Materials on the Premises. Tenant shall promptly provide Landlord with any notices relating to Tenant's Hazardous Materials which Tenant is obligated to provide Landlord under Environmental Laws.

(d) "Environmental Laws" means and includes all now and hereafter existing statutes, laws, ordinances, codes, regulations, rules, rulings, orders, decrees, directives, policies and requirements by any Regulatory Authority regulating, relating to, or imposing liability or standards of conduct concerning public health and safety or the environment.

(e) "Hazardous Materials" means: (a) any material, product, chemical, waste, or substance: (i) which is defined or becomes defined as a "hazardous substance", "hazardous waste," "infectious waste," "chemical mixture or substance," or "air pollutant" under Environmental Laws; (ii) containing petroleum, crude oil or any products, by-products or fractions thereof; (iii) containing polychlorinated biphenyls (PCB's), hydrocarbons, chlorofluorocarbons or formaldehyde; (iv) containing asbestos; (v) which is radioactive; (vi) which is infectious; or (b) any other material or substance displaying toxic, reactive, ignitable or corrosive characteristics, as all such terms are used in their broadest sense, and are defined or become defined by Environmental Laws; (c) any other materials which is potentially injurious to the public health, safety or welfare, the environment, the Premises or any portion of the Building, or cause a nuisance upon or waste to the Premises or any portion of the Building; or (d) any other materials which is a basis for liability of Landlord to any governmental agency or third party under Environmental Laws or common law theory. Hazardous Materials shall include all materials whether such material was defined, recognized, known or suspected of being hazardous, toxic, dangerous or wasteful at the time of any act or omission giving rise to Tenant's liability.

(f) "Handle," "handle," "Handled," "handled," "Handling," or "handling" means any installation, handling, generation, storage, treatment, use, disposal, discharge, release, manufacture, refinement, presence, migration, emission, abatement, removal, transportation, or any other activity of any type in connection with or involving Hazardous Materials.

(g) "Regulatory Authority" means any federal, state or local governmental agency, commission, board or political subdivision.

ARTICLE VII. UTILITIES AND SERVICES.

7.1. Building Services. As long as Tenant is not in monetary default under this Lease, Landlord agrees to furnish or cause to be furnished to the Premises the following utilities and services, subject to the conditions and standards set forth herein:

(a) Non-attended automatic elevator, in common with Landlord and other tenants and occupants and their agents and invitees.

(b) During Business Hours, such air conditioning, heating and ventilation as, in Landlord's reasonable judgment, are required for the comfortable use and occupancy of the Premises; provided, however, that if Tenant shall require heating, ventilation or air conditioning in excess of that which Landlord shall be required to provide hereunder, Landlord may provide such additional heating, ventilation or air conditioning at such rates and upon such additional conditions as determined by Landlord from time to time.

(c) Water for drinking and rest room purposes, the non-potable portion of which may be reclaimed or "gray" water.

(d) Reasonable janitorial and cleaning services, provided that the Premises are used exclusively for office purposes and are kept reasonably in order by Tenant. Such services will not be furnished on nights when rooms are occupied after Business Hours or to rooms which are locked unless a key is furnished to Landlord. Landlord, at Landlord's sole discretion, may require that the Premises be kept clean and in order by Tenant, at Tenant's expense, to the satisfaction of Landlord and by persons approved by Landlord, or require Tenant to pay Landlord on demand the costs incurred by Landlord for (a) extra cleaning work in the Premises required because of (i) misuse or neglect on the part of Tenant or its subtenants or its or their employees or visitors, (ii) the use of the Premises not exclusively as offices, or the use of portions of the Premises for special purposes requiring greater or more difficult cleaning work than office areas, (iii) interior glass partitions or unusual quantity of interior glass surfaces and (iv) non-building standard materials or finishes installed by Tenant or at its request, and (b) removal of Tenant's refuse and recycling, to the extent that the same exceeds the refuse and recycling attendant to normal office usage or at times other than Landlord's standard cleaning times, and (c) the use of the Premises by Tenant other than during Business Hours or Business Days.

(e) Electricity for standard Building lighting fixtures for overhead lighting during Business Hours. The total connected load of electricity furnished by Landlord for such lighting uses shall not exceed 3.5 watts per square foot of useable space in the Premises. Tenant agrees to install in the Premises only Landlord's approved brands and models of lamps, bulbs, ballasts and starters.

7.2. Tenant's Obligations. Tenant shall cooperate fully at all times with Landlord and abide by all reasonable and non-discriminatory regulations and requirements which Landlord may prescribe for the proper functioning and protection of the Building's services. Unless

otherwise provided in this Article VII, Tenant and its employees, agents, contractors, licensees or invitees shall not (A) use any apparatus or device in, upon or about the Premises which may in any way increase the amount of services or utilities usually furnished or supplied to the Premises and other premises in the Building, provided Tenant shall have the right to use standard customary office machines typically used by Tenants using their premises for general office use; (B) connect any conduit, pipe, apparatus or other device to the Building's water, waste or other supply lines or systems for any purpose without first obtaining Landlord's written consent; and (C) enter, adjust, tamper with, touch or otherwise in any manner affect the mechanical installations or facilities of the Building.

7.3. Interruption of Services. Landlord shall not be liable for any failure to furnish, stoppage of, or interruption in furnishing any of the services or utilities described in Section 7.1, when such failure is caused by any force majeure event described in Section 28.4, and, in such event, Tenant shall not be entitled to any damages for any failure or interruption, but shall be able to abate or suspend Tenant's obligation to pay Rent and additional rent required under this Lease or performing its obligations under this Lease, however such failure to furnish, stoppage of, or interruption in furnishing any of the services shall not constitute or be construed as a constructive or other eviction of Tenant. Furthermore, Landlord shall not be liable under any circumstances for a loss of or injury to property, or for injury to or interference with Tenant's business, including without limitation, loss of profits, however occurring, through or in connection with or incidental to a failure to furnish any of the services or utilities as set forth in Section 7.1. Further, in the event any governmental authority or public utility promulgates or revises any law, ordinance, rule or regulation, or issues mandatory controls or voluntary controls relating to the use or conservation of energy, water, gas, light or electricity, the reduction of automobile, carbon, or other emissions, or the provision of any other utility or service, Landlord may take any reasonably appropriate action to comply with such law, ordinance, rule, regulation, mandatory control or voluntary guideline and Tenant's obligations hereunder shall not be affected by any such action of Landlord.

7.4. Security. Landlord shall determine the type and amount of any security services to be provided to the Building. The parties acknowledge that safety and security devices, services and programs provided by Landlord, if any, while intended to deter crime and ensure safety, may not in given instances prevent theft or other criminal acts, or ensure safety of persons or property. The risk that any safety or security device, service or program may not be effective, or may malfunction, or be circumvented by a criminal, is assumed by Tenant with respect to Tenant's property and interests, and Tenant shall obtain insurance coverage to the extent Tenant desires protection against such criminal acts and other losses, as further described in this Lease. Tenant agrees to cooperate in any reasonable safety or security program developed by Landlord or required by Applicable Laws.

ARTICLE VIII. MAINTENANCE AND REPAIRS.

8.1. Landlord's Obligations. Landlord shall maintain and repair the following elements of the Building in reasonable order and repair and in substantial conformance with other similarly situated first class office buildings in the vicinity of the Building throughout the Lease Term: (A) the Building's shell and other structural portions of the Building (including, without limitation, the roof, foundations and external and load bearing walls), (B) the basic

plumbing, heating, ventilating, air conditioning, mechanical, fire safety and sprinkler, alternative energy generation or storage and electrical systems within the Building's core and within the Premises (unless installed by Tenant), (C) the external façade and external windows, and (D) the Common Areas; provided, however, to the extent such maintenance and repair are required as a result of any act, neglect, fault or omission of Tenant or any of Tenant's agents, employees, agents, contractors, licensees or invitees, Tenant shall pay to Landlord, as additional rent, the costs of such maintenance and repair. In the event of a material and on-going failure by Landlord to comply with its obligations under this Lease, Tenant shall be entitled to provide written notice to Landlord and a reasonable opportunity to cure, after which time Tenant shall be entitled to take reasonable steps to repair the deficiency and deduct those costs from rent, up to a maximum allowable amount of 1.5 times the Minimum Monthly Rent.

8.2. Tenant's Obligations. During the Lease Term, Tenant shall, at its sole cost and expense, maintain the Premises in good order and repair (including, without limitation, the carpet, wall-covering, doors, plumbing and other fixtures, equipment, alterations and improvements, whether installed by Landlord or Tenant). Further, Tenant shall be responsible for, and upon demand by Landlord shall promptly reimburse Landlord for, any damage to any portion of the Building or the Premises caused by (a) Tenant's activities in the Building or the Premises; (b) the performance or existence of any Alterations made by Tenant; (c) the installation, use, operation or movement of Tenant's property in or about the Building or the Premises; or (d) any act or omission by Tenant or its officers, partners, employees, agents, contractors, licensees or invitees. Such maintenance and repairs shall be performed with due diligence, lien-free and in a first-class workmanlike manner by such contractors selected by Tenant and approved by Landlord. If Tenant fails to make such repairs, Landlord may make such repairs, and Tenant shall pay Landlord, as additional rent, the cost thereof, including a percentage of such cost sufficient to reimburse Landlord for all overhead, general conditions, fees and other costs or expenses arising from Landlord's involvement with such repairs. Tenant shall notify Landlord promptly after Tenant learns of (A) any fire or other casualty to the Premises, and (B) any damage to or defect in any parts or appurtenances of the sanitary, electrical, heating, air conditioning, elevator or other systems located in or passing through the Premises, and any other fixtures and equipment in the Premises, the repair for which Landlord might be responsible.

8.3. Landlord's Rights. Landlord and its contractors shall have the right, at all reasonable times and upon not less than twenty-four (24)/number of hours advance verbal or electronic notice to Tenant at the Premises, other than in the case of any emergency in which case no notice shall be required, to enter upon the Premises to make any repairs to the Premises or the Building reasonably required or deemed reasonably necessary by Landlord and to erect such equipment, including scaffolding, as is reasonably necessary to effect such repairs.

ARTICLE IX. ALTERATIONS, ADDITIONS AND IMPROVEMENTS.

9.1. Landlord's Consent; Conditions. Except as otherwise provided herein, Tenant shall not make or permit to be made any material alterations, additions, or improvements in or to the Premises ("Alterations") without the prior written consent of Landlord, which consent, with respect to non-structural alterations, shall not be unreasonably withheld or delayed. Landlord may impose as a condition to making any Alterations such requirements as

Landlord in its sole discretion deems necessary or desirable including without limitation: Tenant's submission to Landlord, for Landlord's prior written approval all plans and specifications relating to the Alterations; Landlord's prior written approval of the time or times when the Alterations are to be performed; Landlord's prior written approval of the contractors and subcontractors performing work in connection with the Alterations; employment of union contractors and subcontractors who shall not cause labor disharmony; Tenant's receipt of all necessary permits and approvals from all governmental authorities having jurisdiction over the Premises prior to the construction of the Alterations; and Tenant's payment to Landlord of all costs and expenses incurred by Landlord because of Tenant's Alterations, including but not limited to costs incurred in reviewing the plans and specifications for, and the progress of, the Alterations. Tenant is required to provide Landlord written notice of whether the Alterations include the Handling of any Hazardous Materials and whether these materials are of a customary and typical nature for industry practices. Upon completion of the Alterations, Tenant shall provide Landlord with copies of as-built plans. Neither the approval by Landlord of plans and specifications relating to any Alterations nor Landlord's supervision or monitoring of any Alterations shall constitute any warranty by Landlord to Tenant of the adequacy of the design for Tenant's intended use or the proper performance of the Alterations.

9.2. Performance of Alterations Work. All work relating to the Alterations shall be performed in compliance with the plans and specifications approved by Landlord, all Applicable Laws, ordinances, rules, regulations and directives of all governmental authorities having jurisdiction and the requirements of all carriers of insurance on the Premises and the Building, the Board of Underwriters, Fire Rating Bureau, or similar organization. All work shall be performed in a diligent, first-class manner, using materials and equipment at least equal in quality, and class to the then standards for the Building, and so as not to unreasonably interfere with any other tenants or occupants of the Building and Landlord's maintenance and operation of the Building. All costs incurred by Landlord relating to the Alterations shall be payable to Landlord by Tenant as additional rent upon demand. No asbestos-containing materials shall be used or incorporated in the Alterations. No lead-containing surfacing material, solder, or other construction materials or fixtures where the presence of lead might create a condition of exposure not in compliance with Environmental Laws shall be incorporated in the Alterations. In addition to the requirements of Article X, prior to the commencement of performing any Alterations, Tenant shall provide Landlord with evidence that Tenant carries "Builder's All Risk" insurance in an amount approved by Landlord covering the construction of such Alterations, and such other insurance as Landlord may require.

9.3. Liens. Tenant shall pay when due all costs for work performed and materials supplied to the Premises. Tenant shall keep Landlord, the Premises and the Building free from all liens, stop notices and violation notices relating to the Alterations or any other work performed for, materials furnished to or obligations incurred by or for Tenant and Tenant shall protect, indemnify, hold harmless and defend Landlord, the Premises and the Building of and from any and all loss, cost, damage, liability and expense, including without limitation, attorneys' fees, arising out of or related to any such liens or notices. Further, Tenant shall give Landlord not less than ten (10) business days prior written notice before commencing any Alterations in or about the Premises to permit Landlord to post appropriate notices of non-responsibility. Tenant shall also secure, prior to commencing any Alterations, at

Tenant's sole expense, a completion and lien indemnity bond satisfactory to Landlord for such work. During the progress of such work, Tenant shall, upon Landlord's request, furnish Landlord with sworn contractor's statements and lien waivers covering all work theretofore performed. Tenant shall satisfy or otherwise discharge all liens, stop notices or other claims or encumbrances within ten (10) business days after Landlord notifies Tenant in writing that any such lien, stop notice, claim or encumbrance has been filed. If Tenant fails to pay and remove such lien, claim or encumbrance within such period, Landlord, at its election, may pay and satisfy the same and in such event the sums so paid by Landlord, with interest from the date of payment at the rate set forth in Section 4.4 hereof for amounts owed Landlord by Tenant will be deemed to be additional rent due and payable by Tenant at once without notice or demand. Nothing contained in this Lease authorizes Tenant to do any act that would subject Landlord's title to the Building or Premises to any liens or encumbrances, whether claimed by operation of law or express or implied contract. Any claim to a lien or encumbrance upon the Building or Premises arising in connection with any Alterations not performed by or at the request of Landlord will be null and void, or at Landlord's option, may attach only against Tenant's interest in the Premises and will in all respects be subordinate to Landlord's title to the Building and Premises. Landlord has the right at all reasonable times to post on the Premises and record any notices of non-responsibility it deems necessary for protection from such liens.

9.4. Removal of Alterations. All Alterations will become a part of the Premises and will become the property of Landlord upon the expiration or earlier termination of this Lease, unless Landlord, by written notice given to Tenant, requires Tenant to remove some or all of the Alterations, in which event Tenant must promptly remove the designated Alterations and promptly repair any resulting damage, all at Tenant's sole expense. All business and trade fixtures, machinery and equipment, furniture, movable partitions and items of personal property owned by Tenant, or installed by Tenant at its expense in the Premises, or not paid for with any Tenant improvement allowance funds, will be and remain the property of Tenant. Upon the expiration or earlier termination of this Lease, Tenant must, at its sole expense, remove all such items and repair any damage to the Premises or the Building caused by such removal. If the removal of any Alterations affects the structural components of the Building or Building systems, such removal may, at Landlord's option, be performed by Landlord, at Tenant's sole cost and expense. If Tenant fails to remove any such items or repair such damage promptly after the expiration or earlier termination of the Lease, Landlord may, but need not, do so with no liability to Tenant, and Tenant must pay Landlord the cost thereof upon demand, or Landlord may elect to treat such failure as a holdover pursuant to Article XXIII, and Rent will continue to accrue in accordance with the terms of Article XXIII until such failure is cured.

9.5. Capital Improvements. Notwithstanding the foregoing, any capital replacements or major repairs required for the Building and affecting the Premises shall be the responsibility of Landlord unless the cause of such repair is directly attributable to Tenant. For purposes of this section, "major repairs" are considered any repair in excess of $5,000.00 per event for the Building.

ARTICLE X. INDEMNIFICATION AND INSURANCE.

10.1. Indemnification.

(a) Tenant hereby assumes all risk of loss, damage or injury to Tenant or to any other persons claiming through Tenant, or to their property, in, upon or about the Premises from any cause whatsoever and agrees that Landlord and any Mortgagee (as hereinafter defined), and each of their respective partners, directors, officers, managers, members, affiliates, beneficiaries, trustees, representatives, agents, employees, successors and assigns ("Landlord Parties") shall not be liable for, and are hereby released from, any responsibility for (i) any such loss, damage or injury either to person or property or resulting from the loss of use thereof, (ii) any damage caused by other tenants or persons in, upon or about the Building, or caused by the operations in construction of any private, public or quasi-public work, and (iii) even if negligent, consequential or special damages (in all cases, except to the extent that such damage is caused by the gross negligence of Landlord Parties). Tenant agrees to protect, indemnify, hold harmless and defend, to the extent any available and applicable insurance coverage maintained by Tenant affords such a defense, Landlord Parties (except to the extent that the losses described below are caused by the gross negligence of Landlord Parties) from and against any claim, suit, cause of action or judgment brought by or in favor of any person or persons for damage, loss, penalties, fines, liabilities or expense (including without limitation, reasonable attorney's fees, consultant fees and court costs) due to, but not limited to, bodily injury, including death, environmental damages, or property damage sustained by such person or persons:

(1) which arises out of, is occasioned by or is in any way attributable to, the use or occupancy of the Premises or any portion of the Building by Tenant or the acts or omissions of Tenant or its partners, directors, officers, managers, members, affiliates, agents and employees, successors and assigns ("Tenant Parties"), except that caused by the sole active negligence or willful misconduct of Landlord Parties.

(2) which arise from any violation of Applicable Laws, including without limitation, in connection with the Handling of any Tenant's Hazardous Materials, or the breach of any of the provisions of this Lease. For the purpose of this Lease, "environmental damages" means (a) all claims, judgments, damages, penalties, fines, costs, liabilities, and losses (including, without limitation, diminution in the value of the Premises or any portion of the Building, damages for the loss of or restriction on use of rentable or usable space or of any amenity of the Premises or any portion of the Building, and from any adverse impact of Landlord's marketing of space); (b) all reasonable sums paid for settlement of claims, attorneys' fees, consultants' fees and experts' fees; and (c) all costs incurred by Landlord in connection with investigation or remediation relating to the Handling of Tenant's Hazardous Materials, whether or not required by Environmental Laws, necessary for Landlord to make full economic use of the Premises or any portion of the Building, or otherwise required under this Lease. To the extent that Landlord is held strictly liable by a court or other governmental agency of competent jurisdiction under any Environmental Laws, Tenant's obligation to Landlord Parties under the foregoing indemnification shall likewise be without regard to fault on Tenant's

part with respect to the violation of any Environmental Law which results in liability to the Landlord Parties.

In the event Tenant's available and applicable insurance coverage does not afford Landlord an up-front defense, Tenant shall reimburse Landlord for reasonable defense costs, in proportion to Tenant's fault, as determined by a court or forum of competent jurisdiction. Tenant's obligations and liabilities pursuant to this Section 10.1 shall survive the expiration or earlier termination of this Lease.

(b) Landlord agrees to protect, indemnify, hold harmless and defend Tenant Parties from and against any and all loss, cost, damage, liability or expense, including without limitation reasonable attorneys' fees, with respect to any claim of damage or injury to persons or property at the Premises, caused by the gross negligence of Landlord Parties. In no event shall Landlord Parties be liable for consequential or special damages.

(c) Notwithstanding anything to the contrary contained herein, nothing shall be interpreted or used to in any way affect, limit, reduce or abrogate any insurance coverage provided by any insurers to either Tenant or Landlord.

(d) Notwithstanding anything to the contrary contained in this Lease, nothing herein shall be construed to infer or imply that Tenant is a partner, joint venturer, agent, employee, or otherwise acting by or at the direction of Landlord.

10.2. Property Insurance.

(a) At all times during the Lease Term, Tenant shall procure and maintain, at its sole expense, "all-risk" property insurance for damage or other loss caused by fire or other casualty or cause, including but not limited to, vandalism and malicious mischief, theft, water damage of any type, including sprinkler leakage, bursting of pipes, explosion, in an amount not less than one hundred (100%) percent of the replacement cost covering (a) all Alterations made by or for Tenant in the Premises; and (b) Tenant's trade fixtures, equipment and other personal property from time to time situated in the Premises. The proceeds of such insurance shall be used for the repair or replacement of the property so insured, except that if not so applied or if this Lease is terminated following a casualty, the proceeds applicable to the leasehold improvements shall be paid to Landlord and the proceeds applicable to Tenant's personal property shall be paid to Tenant.

(b) At all times during the Lease Term, Tenant shall procure and maintain business interruption insurance in such amount as will reimburse Tenant for direct or indirect loss of earnings attributable to all perils insured against in Section (a).

(c) Landlord shall, at all times during the Lease Term, procure and maintain "all-risk" property insurance in the amount not less than ninety (90%) percent of the insurable replacement cost covering the Building in which the Premises are located and such other insurance as may be required by a Mortgagee or otherwise desired by Landlord.

10.3. Liability Insurance. At all times during the Lease Term, Tenant shall procure and maintain, at its sole expense, commercial general liability insurance applying to the use and occupancy of the Premises and the business operated by Tenant. Such insurance shall

have a minimum combined single limit of liability of at least Two Million Dollars ($2,000,000) per occurrence and a general aggregate limit of at least Four Million Dollars ($4,000,000). All such policies shall be written to apply to all bodily injury, property damage and personal injury losses.

10.4. Workers' Compensation Insurance. At all times during the Lease Term, Tenant shall procure and maintain Workers' Compensation Insurance in accordance with all applicable state and local laws, and Employer's Liability insurance with a limit not less than One Million Dollars ($1,000,000) Bodily Injury Each Accident; One Million Dollars ($1,000,000) Bodily Injury By Disease - Each Person; and One Million Dollars ($1,000,000) Bodily Injury to Disease - Policy Limit.

10.5. Policy Requirements.

(a) All insurance required to be maintained by Tenant shall (i) be issued by insurance companies authorized to do insurance business in Washington and rated not less than A rating in Best's Insurance Guide, (ii) be endorsed to include Landlord Parties as additional insureds, (iii) be written as primary policies, not excess or contributing with or secondary to any other insurance as may be available to the additional insureds, (iv) specifically cover the liability assumed by Tenant under this Lease, including without limitation, Tenant's indemnity obligations, and (v) be in form and content reasonably acceptable to Landlord.

(b) A certificate of insurance (or, at Landlord's option, copies of the applicable policies) evidencing the insurance required under this Article X shall be delivered to Landlord not less than thirty (30) days prior to the Commencement Date. No such policy shall be subject to cancellation or modification without thirty (30) days prior written notice to Landlord and to any Mortgagee designated by Landlord to Tenant. Tenant shall furnish Landlord with a replacement certificate with respect to any insurance not less than thirty (30) days prior to the expiration of the current policy. If Tenant provides to Landlord a certificate that does not evidence the insurance required under this Article X, or that is faulty in any respect, Landlord's acceptance of such certificate will not constitute a waiver of Tenant's obligations to provide the required insurance.

(c) Tenant shall have the right to provide the insurance required by this Article X pursuant to blanket policies, but only if such blanket policies expressly provide coverage to the Premises and Landlord as required by this Lease.

(d) Landlord may from time to time require that the amounts of insurance required to be maintained by Tenant under this Article X be increased and that Tenant carry such other types of insurance coverage and in such amounts covering the Premises and Tenant's operations therein so as to adequately protect Landlord's interest.

(e) The minimum limits of policies of insurance required of Tenant under this Article X shall in no event limit the liability of Tenant under this Lease. In no event shall (i) the insolvency, bankruptcy or failure of any insurance company covering Tenant, (ii) the failure of any insurance company to pay claims occurring, or (iii) any exclusion from or insufficiency of coverage, affect, negate or waive any of Tenant's indemnity obligations under this Lease. The amount of liability insurance maintained by Tenant will not be reduced by the existence of insurance coverage under policies separately

maintained by Landlord. Tenant will be solely responsible for any premiums, assessments, penalties, deductible assumptions, retentions, audits, retrospective adjustments or any other kind of payment due under its policies.

10.6. Waiver of Subrogation. Each party hereby waives any right of recovery against the other for injury or loss due to hazards covered by insurance or required to be covered, to the extent of the injury or loss covered thereby. Any policy of insurance to be provided by Tenant or Landlord pursuant to this Article X shall contain a clause denying the applicable insurer any right of subrogation against the other party, so long as no material additional premium is charged therefor and shall not invalidate insurance coverage or affect the right of the insured party to recover thereunder. If such waiver of subrogation should be unobtainable or unenforceable, Tenant and Landlord's respective insurance policies shall include (A) an express agreement that such policy shall not be invalidated if the insured party waives the right of recovery against any party responsible for a casualty covered by the policy before the casualty event or (B) any other form of permission for the release of the other party. If such waiver, agreement or permission shall not be, or shall cease to be, obtainable from either party's then current insurance company, the insured party shall so notify the other party promptly after learning thereof, and shall use its best efforts to obtain the same from another insurance company described in Section 10.5(a). If, notwithstanding the recovery of insurance proceeds by either party for loss, damage or destruction of its property, the other party is liable to the first party with respect thereto or is obligated under this Lease to make replacement, repair or payment, then, provided the first party's right of full recovery under its insurance policies is not thereby prejudiced or adversely affected, the amount of the net proceeds of the first party's insurance against such loss, damage or destruction shall be offset against the second party's liability to the first party therefor or shall be made available to the second party to pay for replacement or repair.

10.7. Failure to Insure. If Tenant fails to maintain any insurance which Tenant is required to maintain pursuant to this Article X, or to deliver such policies or certificate, upon written notice and a reasonable opportunity to cure, Tenant shall be liable to Landlord for any loss or cost resulting from such failure to maintain or deliver, and Landlord may, at its option, procure such policies for the account of Tenant, and the cost thereof shall be paid to Landlord within thirty (30) days after delivery to Tenant of bills therefor. Tenant may not self-insure against any risks required to be covered by insurance without Landlord's prior written consent.

ARTICLE XI. DAMAGE AND DESTRUCTION.

11.1. Total Destruction. Except as provided in Section 11.3 below, this Lease shall automatically terminate if the Building is totally destroyed.

11.2. Partial Destruction of Premises. If the Premises are damaged or destroyed or rendered unusable by Tenant by any casualty which affects the Premises and/or the Common Areas and, in Landlord's opinion, the Premises (exclusive of any Alterations) and/or the Common Areas can be restored to its pre-existing condition (except for modifications required by any Applicable Laws or any Mortgagee or any other modification to the Common Areas deemed desirable by Landlord) or the Premises made usable by Tenant within two hundred

seventy (270) days after the date of the damage or destruction or rendered unusable by Tenant ("Anticipated Completion Date"), Landlord shall, upon written notice from Tenant to Landlord of such damage, except as provided in Section 11.3, promptly and with due diligence (subject to delays for insurance adjustment or other matters beyond Landlord's control) repair any damage to the Premises (exclusive of any Alterations to the Premises made by Tenant, which shall be promptly repaired by Tenant at its sole expense) and, until such repairs are completed or the Premises made usable by Tenant, the Rent shall be abated from the date of damage or destruction or the Premises rendered unusable by Tenant in the same proportion that the rentable area of the portion of the Premises which is damaged or destroyed or is unusable by Tenant in the conduct of its business bears to the total Rentable Area of the Premises. The Rent shall not be abated if either (i) the damage or destruction is repaired within five (5) business days after Landlord receives written notice from Tenant of the casualty, or (ii) any Tenant Parties is, in whole or in part, responsible for the damage or destruction. Upon any damage or destruction to any Alterations and to the extent that Landlord is required to or elects to repair same for Tenant's use as provided in this Lease, Tenant shall assign to Landlord all insurance proceeds payable to Tenant under Tenant's insurance required under Article X, and Landlord shall repair the damage or destruction to such Alterations; provide if the cost of such repair by Landlord exceeds the amount of insurance proceeds received by Landlord from Tenant's insurance as assigned by Tenant, the cost of such repair shall be paid by Tenant to Landlord prior to Landlord's commencement of repair of the damage. If Landlord elects not to repair any damage or destruction to any Alterations, Tenant shall repair the damage or destruction of any Alterations at its sole cost and expense, and prior to commencement of repairs, Tenant shall submit to Landlord for Landlord's review and approval all plans, specifications and working drawings related thereto.

11.3. Exceptions to Landlord's Obligations. Notwithstanding anything to the contrary contained in this Article XI, Landlord shall have no obligation to repair the Premises, and may instead terminate this Lease as of the date of the damage or destruction, by written notice given to Tenant within thirty (30) days after the date of the damage or destruction, if: (A) repairs of such damage or destruction cannot, in Landlord's opinion, be made on or before the Anticipated Completion Date; (B) the Building in which the Premises are located is so damaged as to require repairs to the Building exceeding twenty percent (20%) of the full insurable value of the Building; (C) Landlord elects to demolish the Building in which the Premises are located, or rebuild the Building or Common Areas so that they will be substantially different structurally or architecturally; (D) the damage or destruction occurs less than two (2) years prior to the Expiration Date, exclusive of option periods; (E) Landlord is unable to obtain insurance proceeds sufficient to cover the cost of repairing such damage or destruction; or (F) any Mortgagee shall require that the insurance proceeds or any portion thereof be used to retire the mortgage debt or shall terminate the ground lease, as the case may be. In the event that this Lease is not terminated, Landlord shall make the repairs within a reasonable time after the damage or destruction, in which event this Lease shall remain in full force and effect but the Rent shall be abated, as provided in Section 11.2.

11.4. Waiver. The provisions contained in this Lease shall supersede any contrary laws (whether statutory, common law or otherwise) now or hereafter in effect relating to damage, destruction, self-help or termination.

ARTICLE XII. CONDEMNATION.

12.1. Taking. If the entire Premises or so much of the Premises as to render the balance unusable by Tenant shall be taken by condemnation, sale in lieu of condemnation or in any other manner for any public or quasi-public purpose (collectively "Condemnation"), and if Landlord, at its option, is unable or unwilling to provide substitute premises containing at least as much as the Rentable Area of the Premises or Landlord determines that alteration or reconstruction is not economically justified, then this Lease shall terminate on the date that title or possession to the Premises is taken by the condemning authority, whichever is earlier.

12.2. Award. In the event of any Condemnation, the entire award for such taking shall belong to Landlord, and Tenant expressly assigns to Landlord all of its right, title and interest in and to every such award. Tenant shall have no claim against Landlord or the award for the value of any unexpired term of this Lease or otherwise. Tenant, however, shall be entitled to independently pursue a separate award in a separate proceeding for Tenant's relocation costs directly associated with the Condemnation, provided such separate award does not diminish the award available to Landlord or any Mortgagee and is payable separately to Tenant.

12.3. Temporary Taking. No temporary taking of the Premises shall terminate this Lease or entitle Tenant to any abatement of the Rent payable to Landlord under this Lease; provided, further, that any award for such temporary taking shall belong to Tenant to the extent that the award represents compensation for the use and occupancy of the Premises, for the taking of Tenant's personal property and for moving expenses and applies to any time period during the Lease Term, and to Landlord to the extent that the award represents reimbursement for the cost of restoration of the Premises or applies to any time period outside the Lease Term.

ARTICLE XIII. RELOCATION.

13.1. Relocation. Landlord shall have the right, at its option upon not less than ninety (90) days prior written notice to Tenant, to relocate Tenant and to substitute for the Premises other space in the Building that is substantially similar to the Premises and containing at least as much as the Rentable Area of the Premises. If Tenant is already in occupancy of the Premises, then Landlord shall approve in advance the relocation expenses for purposes of reimbursement for Tenant's reasonable moving and telephone relocation expenses and for reasonable quantities of new stationery upon submission to Landlord of receipts for such expenditures incurred by Tenant.

ARTICLE XIV. ASSIGNMENT AND SUBLETTING.

14.1. Assignment Restriction and Permitted Transfer. Without the prior written consent of Landlord, which consent will not be unreasonably withheld, Tenant shall not, either voluntarily or by operation of law, assign, encumber, or otherwise transfer this Lease or any interest herein, or sublet the Premises or any part thereof, or permit the Premises to be occupied by anyone other than to a related entity or affiliate whether by merger or consolidation with Tenant ("**Tenant Affiliate**") (any such assignment, encumbrance, subletting, occupation or transfer is hereinafter referred to as a "Transfer"). An assignment,

subletting or other action in violation of the foregoing shall be void and, at Landlord's option, shall constitute a material breach of this Lease. Notwithstanding anything contained in this Article XIV to the contrary, Tenant expressly covenants and agrees not to enter into any lease, sublease, license, concession or other agreement for use, occupancy or utilization of the Premises which provides for rental or other payment for such use, occupancy or utilization based in whole or in part on the net income or profits derived by any person from the property leased, used, occupied or utilized (other than an amount based on a fixed percentage or percentages of receipts or sales), and that any such purported lease, sublease, license, concession or other agreement shall be absolutely void and ineffective as a conveyance of any right or interest in the possession, use, occupancy or utilization of any part of the Premises.

14.2. Notice to Landlord. Tenant shall notify Landlord in writing at least thirty (30) days prior to the effective date of any Transfer to a Tenant Affiliate. If Tenant desires to Transfer this Lease or any interest herein to an entity other than a Tenant Affiliate, then at least thirty (30) days but not more than one hundred eighty (180) days prior to the effective date of the proposed Transfer, Tenant shall submit to Landlord:

(a) A statement containing (i) the name and address of the proposed transferee; (ii) such financial information with respect to the proposed transferee as Landlord shall reasonably require, including without limitation, current financial statement and financial statements for the preceding two (2) years of the proposed assignee or subtenant which have been certified by an independent accounting firm or the chief financial officer of the proposed assignee or subtenant; (iii) the type of use proposed for the Premises; and (iv) all of the principal terms of the proposed Transfer; and

(b) A form of Consent to Sublease or Assignment and Assumption of Lease and Consent, respectively, satisfactory to Landlord.

14.3. Landlord's Consent; Standards. Landlord's consent to a proposed assignment or subletting shall not be unreasonably withheld, conditioned or delayed; but, in addition to any other grounds for denial, Landlord's consent shall be deemed reasonably withheld if, in Landlord's good faith judgment: (i) the proposed assignee or subtenant does not have the financial strength to perform its obligations under this Lease or any proposed sublease; (ii) the business and operations of the proposed assignee or subtenant are not of comparable quality to the business and operations being conducted by other Tenants in the Building; (iii) the proposed assignee or subtenant intends to use any part of the Premises for a purpose not permitted under this Lease or would subject the Premises or Building to additional or different law or requirements of any governmental authority having jurisdiction.

14.4. Landlord's Costs. If Tenant shall Transfer this Lease or all or any part of the Premises or shall request the consent of Landlord to any Transfer, Tenant shall pay to Landlord as additional rent Landlord's costs related thereto, including without limitation, Landlord's reasonable attorneys' fees and a minimum fee to Landlord of Five Hundred Dollars ($500.00).

14.5. Continuing Liability of Tenant. Notwithstanding any Transfer, Tenant shall remain as fully and primarily liable for the payment of Rent and for the performance of all other obligations of Tenant contained in this Lease to the same extent as if the Transfer had not occurred. Any act or omission of any transferee, other than Landlord, that violates the terms

of this Lease shall be deemed a violation of this Lease by Tenant. In the event of default by any transferee in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such transferee. Any Transfer shall be subordinate and subject to the provisions of this Lease, and if this Lease shall be terminated during the term of any Transfer or any license, concession or other agreement for use, occupancy or utilization of the Premises entered into by Tenant, Landlord shall have the right to treat such Transfer or agreements as cancelled and repossess the portion of the Premises subject to such Transfer or agreement, or require that the transferee under such Transfer or party under such agreement attorn to and recognize Landlord as its landlord under any such Transfer.

14.6. Non-Waiver. The consent by Landlord to any Transfer shall not relieve Tenant, or any person claiming through or by Tenant, of the obligation to obtain the consent of Landlord, pursuant to this Article XIV, to any further Transfer. In the event of an assignment or subletting, Landlord may collect rent from the assignee or the subtenant without waiving any rights hereunder and collection of the rent from a person other than Tenant shall not be deemed a waiver of any of Landlord's rights under this Article XIV, an acceptance of assignee or subtenant as Tenant, or a release of Tenant from the performance of Tenant's obligations under this Lease. In no event shall Landlord's enforcement of any provision of this Lease against any transferee under such Transfer be deemed a waiver of Landlord's right to enforce any term of this Lease against Tenant or any other person. If Tenant shall default under this Lease and fail to cure within the time permitted, Landlord is irrevocably authorized, as Tenant's agent and attorney-in-fact, to direct any transferee to make all payments under or in connection with the Transfer directly to Landlord (which Landlord shall apply towards Tenant's obligations under this Lease) until such default is cured.

ARTICLE XV. DEFAULT AND REMEDIES.

15.1. Events of Default by Tenant. The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

(a) The failure by Tenant to pay Rent, additional rent or make any other payment required to be made by Tenant hereunder as and when due.

(b) The abandonment of the Premises by Tenant or the vacation of the Premises by Tenant for fourteen (14) consecutive days (with or without the payment of Rent).

(c) The failure by Tenant to observe or perform any other provision of this Lease to be observed or performed by Tenant, other than those described in Sections (a) and (b) above, if such failure continues for ten (10) business days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of the default is such that it cannot be cured within the ten (10) business day period, no default shall exist if Tenant commences the curing of the default within the ten (10) business day period and thereafter diligently prosecutes the same to completion and if Landlord or any Mortgagee will not be subject to prosecution for a crime or termination of any Superior Mortgage. The ten (10) business day notice described herein shall be in lieu of, and not in addition to, any notice required under law, now or hereafter in effect, requiring that notice of default be given prior to the commencement of an unlawful detainer or other legal proceeding.

(d) The making by Tenant of any general assignment for the benefit of creditors, the filing by or against Tenant of a petition under any federal or state bankruptcy or insolvency laws (unless, in the case of a petition filed against Tenant the same is dismissed within thirty (30) days after filing); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets at the Premises or Tenant's interest in this Lease or the Premises, when possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other seizure of substantially all of Tenant's assets located at the Premises or Tenant's interest in this Lease or the Premises, if such seizure is not discharged within thirty (30) days.

(e) Any material misrepresentation herein, or material misrepresentation or omission in any financial statements or other materials provided by Tenant or any Guarantor in connection with negotiating or entering into this Lease or in connection with any Transfer under Article XIV.

(f) Tenant's admission in writing of its inability to pay its debts as they mature.

(g) Suspension of Tenant's right to conduct its business, caused by the order, judgment, decree, decision or other act of any court or governmental agency, and the failure to regain such right to conduct business within sixty (60) days thereafter.

(h) If the performance of Tenant's obligation under this Lease is guaranteed, (i) the termination of Guarantor's liability with respect to this Lease other than in accordance with the terms of the guaranty, (ii) the making by Guarantor of any general assignment for the benefit of creditors, the filing by or against Guarantor of a petition under any federal or state bankruptcy or insolvency laws (unless, in the case of a petition filed against Guarantor the same is dismissed within thirty (30) days after filing), (iii) Guarantor's refusal or inability to honor the guaranty, or (iv) Guarantor's breach of its guarantee obligation, and Tenant's failure, within sixty (60) days following written notice by or on behalf of Landlord to Tenant of such event, to provide Landlord with written alternative assurance or security which, when coupled with the then existing resources of Tenant, equals or exceeds the combined financial resources of Tenant and Guarantor that existed at the time of execution of this Lease.

15.2. Landlord's Right to Terminate Upon Tenant Default. In the event of any default by Tenant as provided in Section 15.1 above, Landlord shall have the right to terminate this Lease and recover possession of the Premises (and if Tenant fails to surrender the Premises, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in Rent or any suitable action or proceeding by law, enter upon and take possession of the Premises and expel or move Tenant and any other person who may be occupying the Premises or any part thereof, without being liable for indictment, prosecution, or damages therefor) by giving written notice to Tenant of Landlord's election to terminate this Lease, in which event Landlord shall be entitled to receive from Tenant:

(a) The amount of any unpaid Rent which had been earned at the time of such termination; plus

(b) The amount of Rent to be paid by Tenant under this Lease for the balance of the original lease term, less the fair rental value of the Premises for said period; plus

(c) Any other sum of money owed by Tenant to Landlord under the terms of this Lease; plus

(d) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom; plus

(e) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by Applicable Laws; and

(f) Interest on the foregoing amounts from the time due to be paid by Tenant (or, in the case of damages incurred by Landlord, from the time incurred by Landlord) until the time actually paid to Landlord at the Interest Rate.

15.3. Mitigation of Damages. If Landlord terminates this Lease, Landlord shall have no obligation to mitigate Landlord's damages except to the extent required by Applicable Laws. If Landlord has not terminated this Lease, Landlord shall have no obligation to mitigate under any circumstances and may permit the Premises to remain vacant or abandoned. If Landlord is required to mitigate damages as provided herein: (i) Landlord shall be required only to use reasonable efforts to mitigate, which shall not exceed such efforts as Landlord generally uses to lease other space in the Building, (ii) Landlord will not be deemed to have failed to mitigate if Landlord or its affiliates lease any other portions of the Building or other projects owned by Landlord or its affiliates in the same geographic area, before reletting all or any portion of the Premises, and (iii) any failure to mitigate as described herein with respect to any period of time shall only reduce the Rent and other amounts to which Landlord is entitled hereunder by the reasonable rental value of the Premises during such period. In recognition that the value of the Building depends on the rental rates and terms of leases therein, Landlord's rejection of a prospective replacement tenant based on an offer of rentals below Landlord's published rates for new leases of comparable space at the Building at the time in question, or at Landlord's option, below the rates provided in this Lease, or containing terms less favorable than those contained herein, shall not give rise to a claim by Tenant that Landlord failed to mitigate Landlord's damages.

15.4. Landlord's Right to Continue Lease Upon Tenant Default. In the event of a default of this Lease and abandonment of the Premises by Tenant, if Landlord does not elect to terminate this Lease as provided in Section 15.2 above, Landlord may from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease. Without limiting the foregoing, Landlord may continue this Lease in effect after Tenant's default and abandonment and recover Rent as it becomes due. Landlord may at any time after default by Tenant elect to terminate this Lease pursuant to Section 15.2, notwithstanding Landlord's prior continuance of this Lease in effect for any period of time. In the event Landlord relets the Premises, to the fullest extent permitted by law, the proceeds of any reletting shall be applied first to pay to Landlord all costs and expenses of such reletting (including without limitation, costs and expenses of retaking or repossessing the Premises, removing persons and property therefrom, securing new tenants, including expenses for redecoration, alterations and other costs in connection with preparing the Premises for the new tenant, and if Landlord shall maintain and operate the Premises, the costs thereof) and receivers' fees incurred in connection with the appointment of and

performance by a receiver to protect the Premises and Landlord's interest under this Lease and any necessary or reasonable alterations; second, to the payment of any indebtedness of Tenant to Landlord other than Rent due and unpaid hereunder; third, to the payment of Rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of other or future obligations of Tenant to Landlord as the same may become due and payable, and Tenant shall not be entitled to receive any portion of such revenue. Landlord shall not be liable for its failure to collect the rent under such reletting.

15.5. Right of Landlord to Perform. All covenants and agreements to be performed by Tenant under this Lease shall be performed by Tenant at Tenant's sole cost and expense. If Tenant shall fail to pay any sum of money, other than Rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, Landlord may, but shall not be obligated to, make any payment or perform any such other act on Tenant's part to be made or performed, without waiving or releasing Tenant of its obligations under this Lease. Any sums so paid by Landlord and all necessary incidental costs, together with interest thereon at the Interest Rate from the date of such payment, shall be payable to Landlord as additional rent on demand and Landlord shall have the same rights and remedies in the event of nonpayment as in the case of default by Tenant in the payment of Rent.

15.6. Non-Waiver. Nothing in this Article shall be deemed to affect Landlord's rights to indemnification for liability or liabilities arising prior to termination of this Lease for personal injury or property damages under the indemnification clause or clauses contained in this Lease. The failure or delay by Landlord to enforce or exercise at any time any of its rights or remedies or other provisions of this Lease will not be construed to be a waiver thereof, nor affect the validity of any part of this Lease or the right of Landlord thereafter to enforce each and every such right or remedy or other provision. No waiver by Landlord of any default by Tenant will be held to be a waiver of any other or subsequent default by Tenant. No acceptance by Landlord of a lesser sum than the Rent then due shall be deemed to be other than on account of the earliest installment of the Rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy provided in the Lease.

15.7. Cumulative Remedies. The specific remedies to which Landlord may resort under the terms of the Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of the Lease. In addition to the other remedies provided in the Lease, including the right to terminate this Lease, Landlord shall be entitled to a restraint by injunction of the violation or attempted or threatened violation of any of the covenants, conditions or provisions of the Lease or to a decree compelling specific performance of any such covenants, conditions or provisions.

15.8. Form of Payment After Default. Following the occurrence of an event of default by Tenant, Landlord shall have the right to require that any subsequent amounts paid by Tenant to Landlord hereunder be paid in the form of cash, money order, cashier's or certified check drawn on an institution acceptable to Landlord, or by other means approved

by Landlord, notwithstanding any prior practice of accepting payments in any different form.

15.9. Efforts to Relet. No reentry or repossession, repairs, maintenance, changes, alterations and additions, reletting, appointment of a receiver to protect Landlord's hereunder, or any other action or omission by Landlord shall be construed as an election by Landlord to terminate this Lease or Tenant's right to possession, or to accept a surrender of the Premises, nor shall same operate to release Tenant in whole or in part from any of Tenant's obligations hereunder, unless express written notice of such intention is sent by Landlord to Tenant. Tenant hereby irrevocably waives any right otherwise available under any law to redeem the Premises after being dispossessed or ejected by process of law or under the terms of this Article XV or reinstate this Lease after the termination of same.

15.10. Suits for Recovery. Suits for recovery of damages may be brought by Landlord from time to time at its election, and nothing contained herein shall be deemed to require Landlord to postpone suit until the Expiration Date if it had not been so terminated under Section 15.2 or under any provision of law, or had Landlord not reentered the Premises. Nothing herein contained shall be construed to limit or preclude recovery by Landlord against Tenant of any sums of damages to which, in addition to the damages provided in this Article XV, Landlord may lawfully be entitled by reason of any default hereunder on the part of Tenant. Nothing herein contained shall be construed to limit or prejudice the right of Landlord to prove for and obtain as damages by reason of the termination of this Lease or reentry on the Premises because of default by Tenant an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved whether or not such amount be greater, equal to, or less than any of the sums referred to in Section 15.2.

15.11. Inducement Recapture. Any agreement by Landlord for free or abated Rent or other charges applicable to the Premises, or for the giving or paying by Landlord to or for Tenant of any cash or other bonus, inducement or consideration for Tenant's entering into this Lease (collectively "Inducements"), will be deemed conditioned upon Tenant's full and faithful performance of all the terms, covenants and conditions of this Lease during the Lease Term. Upon the occurrence of any default by Tenant, such Inducements will automatically be deemed of no further force or effect, as though it had never been a part hereof. Any Inducements theretofore abated, given or paid by Landlord shall be immediately due and payable by Tenant to Landlord as additional rent. The acceptance by Landlord of Rent or cure of the applicable default will not be deemed a waiver by Landlord of the provisions of this Section 15.11, unless specifically so stated in writing by Landlord at the time of such acceptance.

15.12. Default by Landlord.

(a) Landlord's failure to perform or observe any of its obligations under this Lease shall constitute a default by Landlord under this Lease only if such failure shall continue for a period of ten(10) business days (or the additional time, if any, that is reasonably necessary to promptly and diligently cure the failure) after Landlord receives written notice from Tenant specifying the default. The notice shall give in reasonable detail the nature and extent of the failure and shall identify the Lease provision(s) containing

the obligation(s). In the event of default by Landlord, Tenant shall notify any Mortgagee pursuant to Section **Error! Reference source not found.**.

(b) If Landlord shall default in the performance of any of its obligations under this Lease (after notice and opportunity to cure as provided herein), Tenant may pursue any remedies available to it under the Applicable Laws and this Lease, except that, in no event shall Landlord be liable for punitive damages, lost profits, business interruption, speculative, consequential or other such damages. In recognition that Landlord must receive timely payments of Rent and operate the Building, Tenant shall have no right of self-help to perform repairs or any other obligation of Landlord, and shall have no right to withhold, set-off, or abate Rent, except as otherwise provided in this Lease.

ARTICLE XVI. ATTORNEYS FEES; COSTS OF SUIT.

16.1. Attorneys Fees. If either Landlord or Tenant shall commence any action or other proceeding against the other arising out of, or relating to, this Lease or the Premises, the prevailing party shall be entitled to recover from the losing party, in addition to any other relief, its actual attorneys' fees irrespective of whether or not the action or other proceeding is prosecuted to judgment and irrespective of any court schedule of reasonable attorneys' fees. In addition, Tenant shall reimburse Landlord, upon demand, for all reasonable attorneys' fees incurred in collecting Rent or otherwise seeking enforcement against Tenant, its sublessees and assigns, of Tenant's obligations under this Lease.

16.2. Indemnification. Should Landlord be made a party to any litigation instituted by Tenant against a party other than Landlord, or by a third party against Tenant, Tenant shall indemnify, hold harmless and defend , to the extent any available and applicable insurance coverage maintained by Tenant affords such a defense, Landlord from any and all loss, cost, liability, damage or expense incurred by Landlord, including reasonable attorneys' fees, in connection with the litigation. In the event Tenant's available and applicable insurance coverage does not afford Landlord an up-front defense, Tenant shall reimburse Landlord for reasonable defense costs, in proportion to Tenant's fault, as determined by a court or forum of competent jurisdiction.

ARTICLE XVII. QUIET ENJOYMENT.

17.1. Provided that Tenant performs all of its obligations hereunder, Tenant shall have and peaceably enjoy the Premises during the Lease Term free of claims by or through Landlord, subject to all of the terms and conditions contained in this Lease.

ARTICLE XVIII. RULES AND REGULATIONS.

18.1. The Rules and Regulations attached hereto as Exhibit "E" attached hereto are hereby incorporated by reference herein and made a part hereof. Tenant shall abide by, and faithfully observe and comply with the Rules and Regulations and any reasonable and nondiscriminatory amendments, modifications and/or additions thereto as may hereafter be adopted and published by written notice to tenants by Landlord for the safety, care, security, good order, environmental friendliness, climate, chemical or air quality

consciousness sustainability, energy, water, or resource efficiency, conservation and/or cleanliness of the Premises and/or the Building. Landlord shall not be liable to Tenant for any violation of such Rules and Regulations by any other Tenant or occupant of the Building, and Landlord shall have no duty to enforce the Rules and Regulations against any other tenant or its employees or agents.

ARTICLE XIX. ESTOPPEL CERTIFICATES.

19.1. Tenant agrees at any time and from time to time upon not less than five (5) business days' prior written notice from Landlord to execute, acknowledge and deliver to Landlord an estoppel certificate in a commercially reasonable form addressed and certifying to Landlord, to any current or prospective Mortgagee or any assignee thereof, to any prospective purchaser of the land, improvements or both comprising the Building, and to any other party designated by Landlord, (A) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); (B) that Tenant has accepted possession of the Premises, which are acceptable in all respects, and that any improvements required by the terms of this Lease to be made by Landlord have been completed to the satisfaction of Tenant; (C) that Tenant is in full occupancy of the Premises; that no rent has been paid more than one (1) month in advance; (D) that the first month's Rent has been paid; (E) that Tenant is entitled to no free rent or other concessions except as stated in this Lease; (F) that Tenant has not been notified of any previous assignment of Landlord's or any predecessor landlord's interest under this Lease; (G) the dates to which Rent, additional rental and other charges have been paid; (H) that Tenant, as of the date of such certificate, has no charge, lien or claim of setoff under this Lease or otherwise against Rent, additional rental or other charges due or to become due under this Lease; (I) that Landlord is not in default in the performance of any covenant, agreement or condition contained in this Lease; or (J) any other matter relating to this Lease or the Premises or, if so, specifying each such default. If there is a Guaranty under this Lease, said Guarantor shall confirm the validity of the Guaranty by joining in the execution of the estoppel certificate or other documents so requested by Landlord or Mortgagee. In addition, in the event that such certificate is being given to any Mortgagee, such statement may contain any other provisions customarily required by such Mortgagee including without limitation, an agreement on the part of Tenant to furnish to such Mortgagee, written notice of any Landlord default and a reasonable opportunity for such Mortgagee to cure such default prior to Tenant being able to terminate this Lease. Any such statement delivered pursuant to this Section 19.1 may be relied upon by Landlord or any Mortgagee, or prospective purchaser to whom it is addressed and such statement, if required by its addressee, may so specifically state. If Tenant does not execute, acknowledge and deliver to Landlord the statement as and when required herein, Landlord is hereby granted an irrevocable power-of-attorney, coupled with an interest, to execute such statement on Tenant's behalf, which statement shall be binding on Tenant to the same extent as if executed by Tenant.

ARTICLE XX. ENTRY BY LANDLORD.

20.1. Upon prior notice Landlord may enter the Premises at all reasonable times to: (A) inspect the same; (B) exhibit the same to prospective purchasers, Mortgagees or tenants; (C)

determine whether Tenant is complying with all of its obligations under this; (D) supply janitorial and other services to be provided by Landlord to Tenant under this Lease; (E) post notices of non-responsibility; (F) perform any covenants of Tenant which Tenant fails to perform pursuant to Section 15.5; and (G) make repairs or improvements in or to the Building or its systems and equipment or the Premises; provided, however, that all such work shall be done as promptly as reasonably possible and so as to cause as little interference to Tenant as reasonably possible. Tenant hereby waives any claim for damages for any injury or inconvenience to, or interference with, Tenant's business, any loss of occupancy or quiet enjoyment of the Premises or any other loss occasioned by such entry. Landlord shall at all times have and retain a key with which to unlock all of the doors in, on or about the Premises (excluding Tenant's vaults, safes and similar areas designated by Tenant in writing in advance), and Landlord shall have the right to use any and all means by which Landlord may deem proper to open such doors to obtain entry to the Premises, and any entry to the Premises obtained by Landlord by any such means, or otherwise, shall not under any circumstances be deemed or construed to be a forcible or unlawful entry into or a detainer of the Premises or an eviction, actual or constructive, of Tenant from any part of the Premises. Such entry by Landlord shall not act as a termination of Tenant's duties under this Lease. If Landlord shall be required to obtain entry by means other than a key provided by Tenant, the cost of such entry shall be payable by Tenant to Landlord as additional rent.

20.2. If, during the last month of the Lease Term, Tenant has removed all or substantially all of Tenant's property from the Premises, Landlord may, with prior notice to Tenant, immediately enter the Premises and alter, renovate and decorate the same, without liability to Tenant and without reducing or otherwise affecting Tenant's covenants and obligations under this Lease.

ARTICLE XXI. LANDLORD'S LEASE UNDERTAKINGS-EXCULPATION FROM PERSONAL LIABILITY; TRANSFER OF LANDLORD'S INTEREST.

21.1. **Landlord's Lease Undertakings.** Notwithstanding anything to the contrary contained in this Lease or in any exhibits, amendments or addenda hereto attached (collectively the "Lease Documents"), it is expressly understood and agreed by and between the parties hereto that: (A) the recourse of Tenant or its successors or assigns against Landlord with respect to the alleged breach by or on the part of Landlord of any representation, warranty, covenant, undertaking or agreement contained in any of the Lease Documents or otherwise arising out of Tenant's use of the Premises or the Building (collectively, "Landlord's Lease Undertakings") shall extend only to Landlord's interest in the real estate of which the Premises demised under the Lease Documents are a part ("Landlord's Real Estate") and not to any other assets of Landlord or its constituent partners; and (B) except to the extent of Landlord's interest in Landlord's Real Estate, no personal liability or personal responsibility of any sort with respect to any of Landlord's Lease Undertakings or any alleged breach thereof is assumed by, or shall at any time be asserted or enforceable against, any Landlord Parties. Notwithstanding anything contrary contained in this Lease, Landlord Parties shall not be liable under any circumstances for injury or damage to, or interference with, Tenant's business however occurring, including without limitation, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use.

21.2. Transfer of Landlord's Interest. Nothing contained herein shall restrict Landlord's right to sell, convey, assign or otherwise deal with the Building or Landlord's interest under this Lease. In the event of any transfer of Landlord's interest in the Building, Landlord shall be automatically freed and relieved from all applicable liability with respect to performance of any covenant or obligation on the part of Landlord, provided any deposits or advance rents held by Landlord are turned over to the grantee and said grantee expressly assumes, subject to the limitations of this Article XXI, all the terms, covenants and conditions of this Lease to be performed on the part of Landlord, it being intended hereby that the covenants and obligations contained in this Lease on the part of Landlord shall, subject to all the provisions of this Article XXI, be binding on Landlord, its successors and assigns, only during their respective periods of ownership.

ARTICLE XXII. SURRENDER.

22.1. Subject to the provisions of Section 9.4, upon expiration or earlier termination of this Lease, Tenant shall quit and surrender the Premises to Landlord "broom clean" and in the same condition as existed on the date Tenant first occupied the Premises, subject to reasonable wear and tear.

22.2. No act or thing done by Landlord or its agent shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing and signed by Landlord. The delivery of keys to any employee of Landlord or to Landlord's agent or any employee thereof shall not operate as a termination of this Lease or a surrender of the Premises. The voluntary or other surrender of this Lease by Tenant, whether accepted by Landlord, or a mutual termination hereof, shall not work a merger, and at Landlord's option, shall operate as an assignment to Landlord of all subleases or subtenancies affecting the Premises or terminate any or all such subleases or subtenancies.

ARTICLE XXIII. HOLDOVER TENANCY.

23.1. If Tenant holds possession of the Premises after the Expiration Date or earlier termination of the Lease Term, by lapse of time or otherwise, Tenant shall become a Tenant at sufferance upon all of the terms contained herein, except as to Lease Term and Rent. During such holdover period, Tenant shall pay to Landlord a monthly rental equivalent to one hundred fifty percent (150%) of the Rent payable by Tenant to Landlord with respect to the last month of the Lease Term. The monthly rent payable for such holdover period shall in no event be construed as a penalty or as liquidated damages for such retention of possession.

23.2. Without limiting the foregoing provision, Tenant hereby agrees to indemnify, defend and hold harmless Landlord Parties from and against any and all claims, liabilities, actions, losses, damages (including without limitation, direct, indirect, incidental and consequential) and expenses (including without limitation, court costs and reasonable attorneys' fees) asserted against or sustained by any such party and arising from or by reason of such retention of possession, which obligations shall survive the Expiration Date or earlier termination of the Lease Term. Nothing contained in this Article XXIII shall be construed as consent by Landlord to any holding over by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord as

provided in this Lease. The provisions of this Article XXIII shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law.

ARTICLE XXIV. NOTICES.

24.1. All notices which Landlord or Tenant may be required, or may desire, to serve on the other may be served by (A) by mailing via registered or certified mail, postage prepaid, return receipt requested, (B) by a nationally recognized overnight courier, or (C) by hand delivery, in each case addressed to Landlord at the address for Landlord set forth in Section 1.12 above and to Tenant at the address for Tenant set forth in Section 1.13 above, or, from and after the Commencement Date, to Tenant at the Premises whether or not Tenant has departed from, abandoned or vacated the Premises, or addressed to such other address or addresses as either Landlord or Tenant may from time to time designate to the other in writing. Any notice shall be deemed to have been served (i) if mailed, on the third business day following the day so mailed, (ii) if sent by overnight courier, on the first business day following the day sent, or (iii) if hand delivered, on the date delivered and receipted by the party to whom addressed (or on the date that such receipt is refused).

ARTICLE XXV. BROKERS.

25.1. Landlord acknowledges that Apex Real Estate Partners represents Tenant as Broker. Apex shall receive a market fee of 4.75% of the gross aggregate Base Rent, excepting the Abated Rent, for the Lease Term, excluding any Expansion Option or Renewal Option. Said commission shall be due 50% upon Lease execution and 50% on the Commencement Date. Landlord and Tenant acknowledge that Apex Real Estate Partners represents both Landlord and Tenant. Landlord shall pay Cushman & Wakefield a fee of 1.25% of the Base Rent, excepting the Abated Rent, for the Lease Term, excluding any Expansion Option or Renewal Option, due on the Commencement Date. If Tenant has dealt with any other person or real estate broker in respect to leasing, subleasing or renting space in the Building, Tenant shall be solely responsible for the payment of any fee due said person or firm, and Tenant shall protect, indemnify, hold harmless and defend Landlord from any liability in respect thereto.

ARTICLE XXVI. SIGNAGE.

26.1. Landlord shall provide Tenant with standard building lobby and suite entry signage. Tenant shall not place signage at any other location within the building.

26.2. Tenant shall be entitled, at Landlord's expense, to building standard suite-entry signage, and Tenant's name and suite numbers will be identified on the Building directory in the first floor lobby. Changes to such signage or listings shall be at Tenant's expense. Subject to Landlord's reasonable approval, Tenant shall be entitled, at its expense, to install and maintain signage with its name and/or logo inside the Premises in a location which is visible from the entry doorway.

ARTICLE XXVII. PARKING.

27.1. Parking. During the Term, Landlord will provide no parking facilities and Tenant shall be responsible for obtaining necessary vehicle and mobility device parking appropriate to accommodate Tenant needs.

ARTICLE XXVIII. MISCELLANEOUS.

28.1. Entire Agreement. This Lease together with its exhibits contains all of the agreements and understandings relating to the leasing of the Premises and the obligations of Landlord and Tenant in connection with such leasing. Landlord has not made, and Tenant is not relying upon, any warranties, or representations, promises or statements made by Landlord or any agent of Landlord, except as expressly set forth herein. This Lease supersedes any and all prior agreements and understandings between Landlord and Tenant and alone expresses the agreement of the parties.

28.2. Amendments. This Lease may not be amended, changed or modified in any way unless in writing executed by Landlord and Tenant. Landlord will not have waived or released any of its rights hereunder unless in writing and executed by Landlord.

28.3. Successors. Except as expressly provided herein, this Lease and the obligations of Landlord and Tenant contained herein bind and benefit the successors and assigns of the parties hereto, provided this Section 28.3 shall not permit any assignment by Tenant contrary to the provision of Article XIV.

28.4. Force Majeure. Landlord will incur no liability to Tenant with respect to, and shall not be responsible for any failure to perform, any of Landlord's obligations hereunder if such failure is caused by any reason beyond the control of Landlord, including, but not limited to, accident, breakage, repairs, strikes, lockouts, labor disputes, labor disturbances, governmental regulation, civil disturbances, acts of war, pandemics or epidemics, moratorium, or other governmental action, any act or default of Tenant or other parties, fire, earthquake, failure or disruption of utility services, or difficulty in securing proper supplies of fuel, steam, water, electricity, labor or supplies. The amount of time for Landlord to perform any of Landlord's obligations shall be extended by the amount of time Landlord is delayed in performing such obligation by reason of any force majeure occurrence whether similar to or different from the foregoing types of occurrences.

28.5. Survival of Obligations. Any obligations of Tenant accruing prior to the expiration of the Lease survives the expiration or earlier termination of the Lease, and Tenant will promptly perform all such obligations whether or not this Lease has expired or been terminated.

28.6. Light and Air. No diminution or shutting off of any light, air or view by any structure now or hereafter erected shall in any manner affect this Lease, the rights or obligations of Tenant, or increase the obligations of the Landlord hereunder.

28.7. Governing Law. This Lease shall be governed by, and construed in accordance with, the laws of the State of Washington.

28.8. Severability. In the event any provision of this Lease is found to be unenforceable, the remainder of this Lease shall not be affected, and any provision found to be invalid shall be enforceable to the extent permitted by law. The parties agree that in the event two different interpretations may be given to any provision hereunder, one of which will render

the provision unenforceable, and one of which will render the provision enforceable, the interpretation rendering the provision enforceable shall be adopted.

28.9. Captions. All captions, headings, titles, table of contents, numerical references and computer highlighting are for convenience only and shall have no effect on the interpretation of this Lease.

28.10. Interpretation. Tenant acknowledges that it has read and reviewed this Lease and that it has had the opportunity to confer with counsel in the negotiation of this Lease. Accordingly, this Lease shall be construed neither for nor against Landlord or Tenant, but shall be given a fair and reasonable interpretation in accordance with the meaning of its terms and the intent of the parties.

28.11. Independent Covenants. Each covenant, agreement, obligation or other provision of this Lease to be performed by Tenant are separate and independent covenants of Tenant, and not dependent on any other provision of the Lease.

28.12. Number and Gender. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include the appropriate number and gender, as the context may require.

28.13. Time is of the Essence. Time is of the essence of this Lease and the performance of all obligations hereunder.

28.14. Joint and Several Liability. If Tenant comprises more than one person or entity, or if this Lease is guaranteed by any party, all such persons shall be jointly and severally liable for payment of rents and the performance of Tenant's obligations hereunder.

28.15. Exhibits. Exhibits A (Outline of Premises), B (Acknowledgement of Lease Commencement), C (Authorized Scope of Work), D (Tenant Improvement Allowance), and E (Rules and Regulations) are incorporated into this Lease by reference and made a part hereof.

28.16. Offer to Lease. The submission of this Lease to Tenant or its broker or other agent, does not constitute an offer to Tenant to lease the Premises. This Lease shall have no force and effect until (A) it is executed and delivered by Tenant to Landlord and (B) it is fully reviewed and executed by Landlord; provided, however, that, upon execution of this Lease by Tenant and delivery to Landlord, such execution and delivery by Tenant shall, in consideration of the time and expense incurred by Landlord in reviewing the Lease and Tenant's credit, constitute an offer by Tenant to Lease the Premises upon the terms and conditions set forth herein.

28.17. No Counterclaim; Choice of Laws. It is mutually agreed that in the event Landlord commences any summary proceeding for nonpayment of Rent, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding. In addition, Tenant hereby submits to local jurisdiction for the Premises in the State of Washington and agrees that any action by Tenant against Landlord shall be instituted in the State of Washington and that Landlord shall have personal jurisdiction over Tenant for any action brought by Landlord against Tenant in the State of Washington.

28.18. Modification of Lease; Recording. Should any current or prospective Mortgagee require a modification of this Lease, then Tenant agrees that this Lease may be modified and agrees

to execute any documents reasonably required therefor (including without limitation, a short form of lease) and to deliver the same to Landlord within ten (10) days following a request therefor. Neither this Lease nor any memorandum, affidavit or other writing with respect thereto shall be recorded by Tenant or by anyone acting through, under or on behalf of Tenant.

28.19. Authority. If Tenant is a corporation, trust, partnership or limited liability company, each individual executing this Lease on behalf of Tenant hereby represents and warrants that Tenant is a duly formed and existing entity qualified to do business in the State of Washington and that Tenant has full right and authority to execute and deliver this Lease and that each person signing on behalf of Tenant is authorized to do so. Concurrently with Tenant's execution of this Lease, Tenant will provide Landlord satisfactory evidence of such authority.

28.20. Confidentiality. Tenant acknowledges that the content of this Lease and any related documents are confidential information. Tenant shall keep such information strictly confidential and shall not disclose such information to any person or entity, except Tenant's financial, legal and space planning consultants (who, upon disclosure of such information, shall be bound by the terms of this Section 28.20), or to the extent required by law.

28.21. Counterparts. This Lease may be executed in counterparts with the same effect as if both parties hereto had executed the same document, and all such counterparts taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the Effective Date.

[Remainder of the page intentionally left blank; Signature page follows]

LANDLORD:

CITY OF VANCOUVER, A WASHINGTON MUNICIPAL CORPORATION

By: _____
Name: Lon Pluckhahn
Title: City Manager

APPROVED AS TO FORM:

By:_____

Nena Cook, City Attorney

ATTEST:

By: _____

Natasha Ramras, City Clerk

.

STATE OF WASHINGTON : ss.

.

COUNTY OF CLARK

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Lon Pluckhahn, the City Manager of the City of Vancouver, Washington, a Washington municipal corporation as Landlord.

Notary Public:_____

My commission expires: _____

TENANT:

KPFF, INC., A WASHINGTON PROFIT CORPORATION

By: _____
Name:
Title:

STATE OF: Washington .

: ss.

COUNTY OF County .

The foregoing instrument was acknowledged before me this _____day of _____, 2025, by _____, _____of KPFF, Inc. a Washington profit corporation, as Tenant.

Notary Public _____

My commission expires: _____

EXHIBIT A. OUTLINE OF PREMISES



EXHIBIT B. ACKNOLWEDGEMENT OF LEASE COMMENCEMENT <u>EXAMPLE</u>

ACKNOWLEDGMENT OF LEASE COMMENCEMENT DATE

This ACKNOWLEDGMENT OF LEASE COMMENCEMENT DATE is made this _____ day of _____, between City of Vancouver, a Washington municipal corporation ("Landlord") and KPFF, Inc., a Washington profit corporation ("Tenant"), and is attached to and made a part of that certain Lease dated _____, by and between Landlord and Tenant, (the "Lease"). Any initially capitalized terms used but not defined herein shall have the meanings given them in the Lease.

Landlord and Tenant hereby acknowledge and agree for all purposes of the Lease that the Lease Commencement Date of the Lease is _____. Tenant further acknowledges that Tenant accepts the Premises.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Acknowledgment of Lease Commencement Date to be effective on the date first above written.

LANDLORD:

CITY OF VANCOUVER, a Washington municipal corporation

BY: _____
Lon Pluckhahn, City Manager

TENANT:

KPFF, Inc., a Washington profit corporation

BY: _____
Its: _____

EXHIBIT C. AUTHORIZED SCOPE OF WORK

TENANT IMPROVEMENT SCOPE NARRATIVE FOR KPFF STRUCTURAL AT CITY OF VANCOUVER

DEMOLITION

Demolish the existing tenant improvements as required for the new work and as shown on the demolition plan.

PARTITIONS

Standard Sound Insulated Partitions

All partitions to be 3-5/8" metal studs at 24" o.c. with one layer 5/8" gypsum wallboard both sides, Provide sound attenuation batts in the stud cavities and sound attenuation blankets in the ceiling cavity 4'-0" on either side of the insulated walls. Provide caulking or acoustical sealant at bottom of stud track. Provide minimum STC of 40. Height of partition shall be 6" above the suspended ceiling.

Gypsum Wallboard

Drywall finish to be level 4.

DOORS

Standard Doors with Knock-down aluminum frames

Unless otherwise noted below, all doors and frames to match tenant standard on Level 6.

Frameless Glass Pivot Doors

Frameless glass doors shall be 3'-0"W x 8'-6"H with metal closure at head and associated structural reinforcement as required.

- Location – at main suite entry

GLAZING

Interior Glazing

Unless otherwise noted below, all relites to match tenant standard on Level 6. Intermediate vertical joints of glazing shall be butt joints. See floor plan for locations.

Glazing Film

Provide 48"H x full width glazing film at conference, huddle and phone rooms

HARDWARE

Provide building standard hardware at all wood doors.

Provide low-voltage access control system at the following doors:

- All suite entries
- Server room

Push/pulls at all glass doors to be Rockwood RM7929 4' Pull, Matte Black.

WALL FINISHES

Paint

Unless otherwise indicated below, all gyp bd surfaces throughout tenant premises to be painted with one coat of PVA primer and two coats of latex eggshell enamel. Provide for a three-color scheme as follows:

- General wall paint – light tone
- Accent paint – mid tone – not more than 15% of space
- Accent paint – dark tone – not more than 10% of space
- Door paint – match adjacent wall

Wallcovering

Provide a 700sf allowance for custom printed vinyl wall graphics: 3M, matte finish. Provide Level 5 drywall finish at all wallcovering locations.

Wall Tile

Provide full height tile backsplash at all breakroom casework locations.

BASE

Rubber Base

Provide 4: high rubber base throughout tenant premises unless otherwise indicated below. Provide straight base at carpeted areas and coved rubber base at resilient flooring.

FLOOR COVERING

Carpet

Unless otherwise indicated, all flooring shall be carpet tile. Provide $40/yd (installed) allowance. Provide carpet throughout tenant premises unless indicated otherwise.

Luxury Vinyl Tile

Provide $40/yd (installed) allowance for LVT in breakroom area.

CASEWORK & MILLWORK

All casework to be AWI "Custom Quality"

Casework

Provide plastic laminate casework with adjustable shelves and soft-close hardware at the following locations:

- Upper and lower cabinets at Breakroom as indicated on the floor plan. Provide and install quartz countertop.
- Upper and lower cabinets at Copy/Print room as indicated on the floor plan. Provide and install plastic laminate countertop.

Provide and install plastic laminate shelf with coat rod in storage room as indicated on the floor plan.

CEILINGS

Acoustical Ceilings

Existing ceiling tile and grid to remain. All new ceiling tiles required for patching and repairs shall match existing.

Bid Alternate #1 – Provide cost for replacing all ceiling tiles. Spec: Armstrong Canyon Tegular

Gypsum Board Soffits
Provide 12” wide x full height gypsum board soffits above all upper cabinets

ELECTRICAL
Miscellaneous Power
Provide electrical power throughout the premises in a manner which is consistent with typical office environments and as required by code.

- Provide power at (1) head wall in each conference and huddle for TV screens
- Provide power and voice/data cabling from floor to a wired table in the conference room
- Provide dedicated circuits for copiers, microwaves, dishwasher, etc. and as required by code. Assume 1 printer in copy/print room
- Provide power and voice/data from floor to tenant’s workstations via manufacturer’s standard infeed. (4 workstations per circuit maximum)

Lighting
Option A – All lighting shall be building standard. Relocate fixtures as required
Option B

- Open office area troffer. Placeholder Spec – SkyRidge LED 2x4 troffer 10’ O.C.
- Undercabinet lighting at all upper casework lighting. Placeholder Spec – Lithonia Rayzer Undercabinet light
- Conference and Huddle Room. Placeholder Spec: Luceplan Compendium Standard downlight. Placeholder Spec – Focal Point ID +3.5” Downlight, trimless

Provide visual alarms and exit signs as required by code

TELEPHONE & DATA OUTLETS
Voice/Data outlet boxes (mudrings and pullstrings) shall be distributed throughout the premises in a manner which is consistent with typical office environments. Cabling shall not be included in the general contractor’s scope of work.

HVAC

- Provide heating, cooling and ventilation in accordance with Base Building Systems and as required by code.
- Provide for separate zoning at each conference room
- Confirm with tenant if supplemental cooling is required at server room.

WINDOW COVERING
All window treatment shall be building standard

LIFE SAFETY SYSTEM
The premises shall be connected to the building life-safety support system, including Sprinklers, speakers and visual alarms as required by code.

MISCELLANEOUS

- The project will NOT pursue LEED certification.
- Provide plywood backing in (1) head wall at each conference room.

The following items are not in the contractor’s scope: Furniture, AV equipment, low voltage cabling, signage, permit fees.

EXHIBIT D. TENANT IMPROVEMENT ALLOWANCE

Tenant Improvement allowance - Landlord shall provide a $60.00 per RSF Tenant Improvement allowance. This will be calculated as a monthly credit of $4,524.00 for 60 months ("TI Credit"). The amount is calculated on a flat line amortization schedule over 60 months for a total credit of $271,440.00 Tenant shall have the right to apply up to twenty ($20.00) per RSF of the allowance toward tenant specific FF&E.

Term Length (after Abatement)		60	
TI Allowance / SF		$60	
Leased Premises (SF)		4,524.00	
Total TI Credit		$271,440	
Month 1	$ 4,524.00	Month 31	$ 4,524.00
Month 2	$ 4,524.00	Month 32	$ 4,524.00
Month 3	$ 4,524.00	Month 33	$ 4,524.00
Month 4	$ 4,524.00	Month 34	$ 4,524.00
Month 5	$ 4,524.00	Month 35	$ 4,524.00
Month 6	$ 4,524.00	Month 36	$ 4,524.00
Month 7	$ 4,524.00	Month 37	$ 4,524.00
Month 8	$ 4,524.00	Month 38	$ 4,524.00
Month 9	$ 4,524.00	Month 39	$ 4,524.00
Month 10	$ 4,524.00	Month 40	$ 4,524.00
Month 11	$ 4,524.00	Month 41	$ 4,524.00
Month 12	$ 4,524.00	Month 42	$ 4,524.00
Month 13	$ 4,524.00	Month 43	$ 4,524.00
Month 14	$ 4,524.00	Month 44	$ 4,524.00
Month 15	$ 4,524.00	Month 45	$ 4,524.00
Month 16	$ 4,524.00	Month 46	$ 4,524.00
Month 17	$ 4,524.00	Month 47	$ 4,524.00
Month 18	$ 4,524.00	Month 48	$ 4,524.00
Month 19	$ 4,524.00	Month 49	$ 4,524.00
Month 20	$ 4,524.00	Month 50	$ 4,524.00
Month 21	$ 4,524.00	Month 51	$ 4,524.00
Month 22	$ 4,524.00	Month 52	$ 4,524.00
Month 23	$ 4,524.00	Month 53	$ 4,524.00
Month 24	$ 4,524.00	Month 54	$ 4,524.00
Month 25	$ 4,524.00	Month 55	$ 4,524.00
Month 26	$ 4,524.00	Month 56	$ 4,524.00
Month 27	$ 4,524.00	Month 57	$ 4,524.00
Month 28	$ 4,524.00	Month 58	$ 4,524.00
Month 29	$ 4,524.00	Month 59	$ 4,524.00
Month 30	$ 4,524.00	Month 60	$ 4,524.00
Total	$ 135,720.00		$ 135,720.00
		Total	$ 271,440.00

EXHIBIT E. CITY HALL RULES AND REGULATIONS

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors or halls shall not be obstructed or used for any purpose other than ingress and egress. The halls, passages, entrances, elevators, stairways, balconies and roof are not for the use of the general public, and Landlord shall in all cases retain the right to control or prevent access thereto by all persons whose presence in the judgment of Landlord shall be prejudicial to the safety, character, reputation or interests of Landlord and its tenants, provided that nothing herein contained shall be construed to prevent such access by persons with whom the tenant normally deals in the ordinary course of its business unless such persons are engaged in illegal activities. No tenant and no employees of any tenant shall go upon the roof of the Building without the prior written consent of Landlord.
2. No awnings or other projections shall be attached to the outside walls or surfaces of the Building nor shall the interior or exterior of any windows be coated without the prior written consent of Landlord. Except as otherwise specifically approved by Landlord, all electrical ceiling fixtures hung in offices or spaces along the perimeter of the Building must be energy efficient and of a quality, type, design and bulb color approved by Landlord. Tenant shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall which may appear unsightly from outside the Premises.
3. No sign, picture, plaque, advertisement, notice or other material shall be exhibited, painted, inscribed or affixed by any tenant on any part of, or so as to be seen from the outside of, the Premises or the Building without the prior written consent of Landlord. In the event of the violation of the foregoing by any tenant, Landlord may remove the same without any liability, and may charge the expense incurred in such removal to the tenant violating this rule.
4. The toilets and wash basins and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags or other substances shall be thrown therein. All damage resulting from any misuse of the fixtures shall be borne by the tenant who, or whose servants, employees, agents, visitors or licensees, shall have caused the same.
5. No tenant or its officers, agents, employees or invitees shall mark, paint, drill into, or in any way deface any part of the Premises or the Building. No boring, cutting or stringing of wires or laying of linoleum or other similar floor coverings shall be permitted except with the prior written consent of Landlord and as Landlord may direct.
6. No bicycles, vehicles, gas generators or animals of any kind shall be brought into or kept in or about the Premises and no cooking shall be done or permitted by any tenant on the Premises except that microwave cooking in a UL-approved, energy-star rated microwave oven and the preparation of coffee, tea, hot chocolate and similar items for the tenant and its employees and business visitors shall be permitted. Tenant shall not cause or permit any unusual or objectionable odors to escape from the Premises.
7. The Premises shall not be used for manufacturing or for the storage of merchandise except as such storage may be incidental to the use of the Premises for general office purposes. No tenant shall engage or pay any employees on the Premises except those actually working for such

tenant on the Premises nor advertise for laborers giving an address at the Premises. The Premises shall not be used for lodging or sleeping or for any immoral or illegal purposes.

8. No tenant or its officers, agents, employees or invitees shall make, or permit to be made any unseemly or disturbing noises, air contaminants, sounds or vibrations or disturb or interfere with occupants of this or neighboring buildings or premises or those having business with them whether by the use of any musical instrument, radio, phonograph, unusual noise, or in any other way.
9. No tenant or its officers, agents, employees or invitees shall throw anything out of any windows, doors, balconies, or down the passageways, elevator shafts, or any ventilating ducts or shafts of the Building.
10. Tenant shall not maintain armed security in or about the Premises nor possess any weapons, explosives, combustibles or other hazardous devices in or about the Building and/or Premises.
11. No tenant or its officers, agents, employees or invitees shall at any time use, bring or keep upon the Premises any flammable, combustible, explosive, foul or noxious fluid, chemical or substance, or do or permit anything to be done in the Premises, or bring or keep anything therein, which shall in any way increase the rate of fire insurance on the Building, or on the property kept therein, or obstruct or interfere with the rights of other tenants, or in any way injure or annoy them, or conflict with the regulations of the Fire Department or the fire laws, or with any insurance policy upon the Building, or any part thereof, or with any rules and ordinances established by the Board of Health or other governmental authority.
12. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any tenant, nor shall any changes be made in existing locks or the mechanism thereof. Each tenant must, upon the termination of this tenancy, return to Landlord all keys of stores, offices, and toilet rooms, either furnished to, or otherwise procured by, such tenant, and in the event of the loss of any keys so furnished, such tenant shall pay to Landlord the cost of replacing the same or of changing the lock or locks opened by such lost key if Landlord shall deem it necessary to make such change.
13. All removals, or the carrying in or out of any safes, freight, furniture, or bulky matter of any description must take place during the hours which Landlord may determine from time to time. The moving of safes or other fixtures or bulky matter of any kind must be made upon previous notice to the manager of the Building and under his or her supervision, and the persons employed by any tenant for such work must be acceptable to Landlord. Landlord reserves the right to inspect all safes, freight or other bulky articles to be brought into the Building and to exclude from the Building all safes, freight or other bulky articles which violate any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part. Landlord reserves the right to prohibit or impose conditions upon the installation in the Premises of heavy objects which might overload the building floors. Landlord will not be responsible for loss of or damage to any safes, freight, bulky articles or other property from any cause, and all damage done to the Building by moving or maintaining any such safe or other property shall be repaired at the expense of the tenant.
14. No tenant shall purchase or otherwise obtain for use in the Premises water, ice, towel, vending machine, janitorial, maintenance or other like services, or accept barbering or bootblacking

services, except from persons authorized by Landlord, and at hours and under regulations fixed by Landlord.

15. Landlord shall have the right to prohibit any advertising by any tenant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as an office building and upon written notice from Landlord, any tenant shall refrain from or discontinue such advertising.
16. Landlord reserves the right to exclude from the Building between the hours of 10:00 p.m. and 7:00 a.m. and at all hours of Saturdays, Sundays and legal holidays all persons who do not present a pass signed by Landlord. Landlord shall furnish passes to persons for whom any tenant requests the same in writing. Each tenant shall be responsible for all persons for whom he requests passes and shall be liable to Landlord for all acts of such persons. Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In the case of invasion, mob, riot, public excitement or other commotion, Landlord reserves the right to prevent access to the Building during the continuance of the same, by the closing of the gates and doors or otherwise, for the safety of the tenants and others and the protection of the Building and the property therein.
17. Any outside contractor employed by any tenant shall, while in the Building, be subject to the prior written approval of Landlord and subject to the Rules and Regulations of the Building. Tenant shall be responsible for all acts of such persons and Landlord shall not be responsible for any loss or damage to property in the Premises, however occurring.
18. All doors opening onto public corridors shall be kept closed, except when in use for ingress and egress, and left locked when not in use.
19. The requirements of tenants will be attended to only upon application to the Office of the Building.
20. Canvassing, soliciting and peddling in the Building are prohibited and each tenant shall cooperate to prevent the same.
21. All office equipment of any electrical or mechanical nature shall be placed by tenants in the Premises in settings approved by Landlord, to absorb or prevent any vibration, noise, emissions or annoyance.
22. No air conditioning unit or other similar apparatus shall be installed or used by any tenant without the prior written consent of Landlord.
23. There shall not be used in any space, or in the public halls of the Building either by any tenant or others, any hand trucks except those equipped with rubber tires and side guards.
24. Landlord will direct electricians as to where and how telephone and telegraph wires are to be introduced. No boring or cutting for wires or stringing of wires will be allowed without written consent of Landlord. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord. All such work shall be effected pursuant to permits issued by all applicable governmental authorities having jurisdiction.
25. No vendor with the intent of selling such goods shall be allowed to transport or carry beverages, food, food containers, etc., on any passenger elevators. The transportation of such items shall be via the service elevators in such manner as prescribed by Landlord.

26. Tenants shall cooperate with Landlord in the conservation of energy used in or about the Building, including without limitation, cooperating with Landlord in obtaining maximum effectiveness of the cooling system by closing drapes or other window coverings when the sun's rays fall directly on windows of the Premises, and closing windows and doors to prevent heat loss. Tenant shall not obstruct, alter or in any way impair the efficient operation of Landlord's heating, lighting, ventilating and air conditioning systems and shall not place bottles, machines, parcels or any other articles on the induction unit enclosure so as to interfere with air flow. Tenant shall not tamper with or change the setting of any thermostats or temperature control valves, and shall in general use heat, gas, electricity, water, air conditioning equipment and heating equipment in a manner compatible with sound energy conservation practices.

27. All parking ramps and areas, pedestrian walkways, plazas, and other public areas forming a part of the Building shall be under the sole and absolute control of Landlord with the exclusive right to regulate and control these areas. Tenant agrees to conform to the rules and regulations that may be established by Landlord for these areas from time to time.

28. Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building.

29. Tenant and its employees, agents, subtenants, contractors and invitees shall comply with all applicable "no-smoking" ordinances and, irrespective of such ordinances, shall not smoke or permit smoking of cigarettes, cigars or pipes or similar tobacco products outside of tenant's Premises (including plaza areas) in any portions of the Building except areas specifically designated as smoking areas by Landlord. If required by applicable ordinance, tenant shall provide smoking areas within tenant's Premises.

Staff Report: 060-25

To: Mayor and City Council
From: City Manager
Date: April 14, 2025

Subject
Waterfront Gateway Affordable Parcel Purchase and Sale Agreement

Key Points

- In accordance with the Development Agreement dated October 9, 2023, and amended March 21, 2024, the City is moving forward with selling the Parcel for development as affordable housing.
- The Parcel will be sold to the Native American Youth and Family Center ("NAYA"), a partner in the affordable development entity, West 6th VHW LLLP ("Developer").
- Lincoln Property Company (formerly LPC West), the developer under the Development Agreement, will reassign the development rights to the Parcel to NAYA. An executed reassignment agreement documenting this transfer will be required as a condition of closing to transfer the rights and responsibilities related to the Parcel NAYA.
- Per the Development Agreement, the Parcel will be sold for $1 to support the Project.

Strategic Plan Alignment
Housing and Human Needs – meeting basic needs and partnering with organizations to support the community

Culture and Heritage – celebrating culture and heritage

Present Situation
The Waterfront Gateway project encompasses 6.4-acres of city-owned property in downtown Vancouver. The Gateway project is intended to create a dynamic new district for locals and guests to enjoy, connecting the historic Downtown with the recently redeveloped Waterfront. The district will build on and extend the excitement and revitalization started by the redevelopment of the Waterfront. On Oct. 9, 2023, the Vancouver City Council approved a resolution authorizing the Development Agreement between the City of Vancouver and real estate firm Lincoln Property Company ("Lincoln") for the development of the Waterfront Gateway that codified the roles and responsibilities of the parties to the agreement, and outlined the site plan and proposed buildings. Lincoln handed off development of the affordable parcel to the Developer, West 6th VHW LLLP, a partnership between Colas Construction and NAYA, to develop the Parcel and are in the process of officially transfer the rights and obligations of the Parcel outlined in the Development Agreement.

The Project is the first of the planned Waterfront Gateway developments to move forward. This development will bring 95 affordable units, including 17 units restricted to 50% AMI and 78 at 60% AMI. Per the project's architect (Scott Edwards Architecture), "the architectural concept is influenced by Native American ancestry and tribal ties to the land and rivers—the exterior’s façade is inspired by the patterning of Native American-woven baskets made from native plants, the use of color and movement to represent the rivers, and movement in the building’s massing to visually break up its

length while expressing the flow of a river. The design focuses on resident well-being by incorporating moments of culturally specific Native American expression, including interior and exterior spaces for gatherings and art displays, and interior access to daylight and views of nature. Sustainability measures like an all-electric building, on-site solar array, electric hot water heat pumps, healthy materials, and high-performing envelope all contribute to an impactful project prioritizing people and planet." The Project team has submitted for building permits, which are under review by City staff, and closing on the Project financing and Parcel is scheduled for April 30th 2025.

The Project is supported by substantial investment of public affordable housing funds, including investments by the Washington State Housing Trust Fund and Connecting Housing to Infrastructure (CHIP) programs, the City's Affordable Housing Fund, allocation of Low Income Housing Tax Credits, and the deferral of construction sales and use taxes through the City's recently adopted Construction Sales Tax Deferral program.

The Purchase and Sale Agreement (PSA) documents the specific terms and conditions of the sale of the Parcel contemplated in the Development Agreement, including an affordable housing covenant to ensure the housing constructed remains affordable for a minimum of 50 years. Construction on the Waterfront Gateway Affordable Housing Project ("Project") is scheduled to begin in Spring 2025. To ensure that the Project can proceed as scheduled, the Project team is aiming to close on the transfer of the Waterfront Gateway Affordable Housing Parcel ("Parcel") to the developer by April 30th and, therefore, the Purchase and Sale Agreement for the transfer of the Parcel will be executed immediately after Council action. This is a significant milestone in making the project vision a reality.

Advantage(s)

1. Approval of the PSA helps meet the City's goal of increasing the supply and availability of affordable housing to help address the housing affordability crisis.
2. Approval of the PSA advances the City's vision for the Waterfront Gateway Project, bringing more residents, investment, and economic activity Downtown.

Challenge(s)

None

Budget Impact

The Affordable Housing Sales Tax Fund purchased the parcel from the City's General Fund to support this project. The transaction was budgeted for and completed in 2024. Project costs, including costs associated with the transaction, are included in the 2025-2026 biennial budget. The Construction Sales Tax Deferral application and related financial impacts will be reviewed by the City Council in a separate action.

Prior Council Review

Oct. 9, 2023 - Approval of the Waterfront Gateway Land Disposition and Development Agreement

Action Requested

On Monday, April 7, 2025, approve the City’s conveyance of the Parcel pursuant to the Waterfront Gateway Land Disposition and Development Agreement ("Development Agreement") and through the Purchase and Sale Agreement ("PSA"). Authorize the City Manager, or designee, to issue and execute the PSA in substantially the form attached and execute all other documents and related agreements necessary to implement the PSA.

Staff Contact

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

Attachments:

1. Purchase and Sale Agreement Waterfront Gateway Affordable Housing Parcel

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into effective April 8, 2025 (the "Effective Date"), by and between the City of Vancouver, Washington, a Washington municipal corporation ("Seller" OR "City"), and Native American Youth and Family Center, an Oregon nonprofit corporation ("Buyer").

BACKGROUND

A. WHEREAS, the City and LPC West LP, a Delaware limited partnership ("LPC West") are parties to that certain Land Disposition and Development Agreement (Waterfront Gateway Development) dated October 9, 2023 as amended on March 21, 2024 by that certain First Amendment (the "DDA") whereby the City and LPC West negotiated the elements of a development plan that includes provisions for the disposition and development of the Property (as defined herein), known as Parcel 3 or the Affordable Housing Parcel in the DDA; and

B. WHEREAS, pursuant to VMC 3.30.020, Seller has the authority to dispose of the Property in accordance with RCW 39.33.015 for the public benefit purpose of affordable housing, as defined in RCW 39.33.015(8), and such transfer and development of the Property is consistent with the Vancouver Comprehensive Plan adopted in accordance with the Washington Growth Management Act, RCW 36.70A.070; and

C. WHEREAS, this Agreement is structured in accordance with the DDA, Section 3.2, Conveyance, and the transaction provided for herein is premised on the condition that the Property be used solely for affordable housing and restricted to such use for at least 50 years by the Affordable Housing Covenant (as defined herein) to be recorded at Closing (as defined herein); and

D. WHEREAS, provided the Property is used exclusively for affordable housing and that the conveyance complies with RCW 39.33.015 in all other respects, the DDA set the purchase price for this transaction at $1.00; and

E. WHEREAS, the City shall be granted a Right of Reversion (as defined herein) recorded as a condition of the deed, which shall be triggered by Buyer's: (a) conveyance of Parcel 3 for a purchase price in excess of $1.00, or (b) failure to commence construction within ninety (90) days following Closing, and

F. WHEREAS, the DDA further ensures that Buyer shall benefit from reciprocal access easements with certain adjacent City-owned parcels and that public access easements will be granted to any privately owned amenities on the Property; and

G. WHEREAS, in accordance with Section 11.23 of the DDA, the City has permitted LPC West to assign the rights and obligations relating to conveyance of the Affordable Housing Parcel provided in Section 3.2 and relating to conveyance of Parcel 3 of the DDA (the "Affordable Housing Parcel Conveyance") and to Buyer and Buyer has assumed such rights to the Affordable Housing Parcel Conveyance, which assumption will survive any termination of the DDA, with evidence of such assignment and assumption to be provided as a condition to Closing.

Now therefore, intending to be legally bound hereby, Seller and Buyer agree as follows:

AGREEMENT

1. **Sale and Purchase.** On and subject to the terms and conditions set forth in this Agreement, Seller shall sell, convey, transfer, and deliver to Buyer, and Buyer shall purchase from Seller, that certain vacant real property, currently improved as a public surface parking lot, with the Clark County Property Identification Number 49360000 and located at 615 W 6th Street, Vancouver, Washington, 98660 as follows:

   All the land comprising Parcel 3 as more particularly described in Exhibit A and depicted on Exhibit B attached hereto and made part hereof, together with: (a) all rights, privileges, licenses, and easements appurtenant to the land owned by City, including, without limitation, all minerals, oil, and gas on and under the land, as well as development rights, air rights, and water rights related to the land, and any other easements, private rights-of-way, or appurtenances used in connection with the beneficial use and enjoyment of the land owned by the City; (b) all improvements, equipment, fixtures or other personal property of every kind located on the land, if any; and (c) any and all permits, warranties, development rights, intangible property and any other similar personal property assets owned by City with respect to the land and the improvements thereon (the "Property").

2. **Purchase Price and Manner of Payment.** In exchange for the Property and provided that the Property is used as affordable housing in compliance with RCW 39.33.15, Buyer shall pay to Seller, and Seller shall accept from Buyer, the purchase price (the "Purchase Price") in the sum of One and No One Hundredths Dollar ($1.00), which Purchase Price shall be paid in full on the Closing Date (as defined herein) via United States federal funds wire transfer.

   The Purchase Price shall be adjusted in accordance with the provisions this Agreement, providing for various adjustments and apportionments at Closing.

3. **Closing.** The closing and consummation of this transaction (the "Closing") will be concluded by Shawnda Reszel, Escrow Officer (shawnda.resel@fnf.com / 503.796.6668) through Fidelity National Title at 900 SW 5th Avenue, Portland, OR 97204 (the "Escrow Agent") and shall take place at the office of the Escrow Agent after Escrow Agent's receipt of all of the documents required for the Closing and Escrow Agent's receipt of the Purchase Price, on or about April 30, 2025 or no later than the Phase 1 Outside Closing Date provided by the DDA, which date is July 9, 2026 (the "Closing Date"). If the Closing Date shall fall on a Saturday, Sunday, or legal holiday under the laws of the State of Washington, the Closing Date shall automatically be extended to the next day, which is neither a Saturday, Sunday, nor legal holiday. At any time prior to the Closing Date, Buyer may elect (in its sole and absolute discretion for any reason or no reason whatsoever) to terminate this Agreement, in which event Seller and Buyer shall be released from all obligations under this Agreement and neither Seller nor Buyer shall have any rights under this Agreement.

4. **Assignment and Assumption of Affordable Housing Parcel Purchase Rights**.

   (a) The DDA provides in Section 11.23.2 that LPC West shall not assign any of its rights under the DDA without the prior written consent of City, which may be granted, denied

or conditioned in City's sole and absolute discretion, and the City is willing to grant such consent by acknowledging a form of assignment and assumption (the "Assignment and Assumption") providing for transfer of the rights and responsibilities relating to the Affordable Housing Parcel Conveyance from LPC West to Buyer or the Approved Transferee (as defined in Section 5 below), with such Assignment and Assumption to be approved by the City, at the City's sole discretion, prior to Closing. Seller acknowledges and agrees that the only obligations and responsibilities of Buyer or the Approved Transferee under the DDA shall be those related to the construction and operation of the Improvements on the Affordable Housing Parcel, and that any default under the DDA related to the other Parcels shall not be grounds for Seller to claim a default as to the Affordable Housing Parcel.

(b) Buyer represents and warrant to Seller that it shall, or shall cause its successors and assigns to, promptly and fully discharge, all of Assignor's duties, obligations and responsibilities under the Affordable Housing Parcel Conveyance, whether such duties, obligations and responsibilities arise and/or accrue before or after Closing and, except as otherwise modified in writing by Buyer and the City, with such modification having no effect on LPC West, this Assignment and Assumption and Buyer's rights and responsibilities of the Affordable Housing Parcel Conveyance shall survive any modification or termination of the DDA.

5. Acknowledgment of Related Transaction and Approval of Parcel 3 Transferee. After acquiring the Property from Seller, Buyer will convey the Property, subject to the Right of Reversion, to West 6th VWG LLLP, a Washington limited liability limited partnership ("West 6th VWG LLLP"). NAYA Waterfront GP LLC, an Oregon limited liability company (the "Managing General Partner"), is the managing general partner of West 6th VWG LLLP, and Buyer is the sole member and manager of the Managing General Partner. The conveyance of the Property by Buyer to West 6th VWG LLLP will be deemed to be a capital contribution from Buyer to the Managing General Partner, and the Managing General Partner shall then in turn be deemed to have contributed the Property to the capital of West 6th VWG LLLP. West 6th VWG LLLP intends to construct 95 units of affordable housing on the Property ("Project") in accordance with the Affordable Housing Covenant, and is an approved Parcel 3 Transferee as defined in Section 3.2.4 of the DDA. In accordance with the restrictions and requirements of Section 3.2.4 of the DDA and RCW 39.33.015, no consideration will be paid for any conveyance described in this Section to West 6th VWG LLLP (the "Approved Transferee"). Seller approves and consents to transfer of the Property strictly in accordance with this Section 5 and such transfer shall not trigger the Right of Reversion.

6. Quality of Title to the Property.

(a) Within ten (10) days after the Effective Date of this Agreement, Seller shall deliver, or cause the Escrow Agent to deliver to Buyer an updated title commitment with respect to the Property (the "Title Report"), which contains such exceptions as the Title Company would specify in the final title policy and containing an ALTA Extended Coverage Owner's Policy of Title Insurance and such endorsements as are required by Buyer (at Buyer's sole expense) (the "Title Policy") with respect to the Property, together with legible copies of all documents constituting such exceptions (the "Title Documents").

(b) Following Buyer's receipt of the Title Report (or any subsequent update thereof), Buyer shall have thirty (30) days to give Seller notice (the "Title Objection Notice") of any matters affecting title to the Property identified by the Title Report to which Buyer objects (the "Title Objections"). Any exceptions to the Title Report or Title Documents to which Buyer does not object shall be considered to be permitted to appear in the Title Policy (the "Permitted Exceptions"). Seller shall within five (5) business days after receipt of the Title Objection Notice (the "Title Response Period") notify Buyer as to any of the Title Objections that Seller elects (in its sole and absolute discretion) to cure, or cause to be eliminated from the Title Policy, on, or before the Closing Date; provided, however, Seller shall have no obligation to cure or cause to be eliminated any of the Title Objections. In the event Seller fails to deliver such notice to Buyer, then Seller shall be deemed to have elected to not cure or cause to be eliminated from the Title Policy all of the Title Objections. Any Title Objections with respect to which Seller does not elect (or is deemed to have not elected) to cure, or cause to be eliminated, on, or before the Closing Date, excluding any Mandatory Title Removal Items (as defined below) shall be referred to herein as "Uncured Title Objections." If, upon sixty (60) days after the Effective Date (the "Title Contingency Period"), there remain any Uncured Title Objections, then Buyer may, within five (5) business days following expiration of the Title Contingency Period, notify Seller and Escrow Agent of Buyer's election (in its sole and absolute discretion) to terminate this Agreement, in which event Seller and Buyer shall be released from all obligations under this Agreement and neither Seller nor Buyer shall have any rights under this Agreement, except for any obligations expressly set forth in this Agreement as surviving such termination. If Buyer fails to timely terminate the Agreement upon expiration of the Title Contingency Period, then Buyer shall be deemed to have waived any Uncured Title Objections and shall be legally bound to this Agreement, with any Uncured Title Objections (excluding any Mandatory Title Removal Items) be deemed to be approved by Buyer as permitted exceptions in the Title Policy.

Notwithstanding anything to the contrary contained herein, Buyer shall have no need to object to any Mandatory Title Removal Item, which Mandatory Title Removal Items shall be automatically deemed Title Objections pursuant to this Section. Seller shall be required to cause to be released, satisfied and removed of record as of the Closing Date: (i) any Title Objections which have been voluntarily recorded or otherwise placed, or permitted to be placed, by Seller against the Property on or following the date hereof (other than with the prior written approval of Buyer which approval shall be in Buyer's sole and absolute discretion); and (ii) any mortgages, deeds of trust, security instruments, financing statements, or other instruments which evidence or secure indebtedness, judgments and liens against the Property, including, without limitation, mechanics' liens, tax liens, and real estate taxes, water rates and sewer rents and taxes, in each case, which are due and payable but which remain unpaid and/or of record as of the Closing Date (subclauses (i) and (ii), collectively, the "Voluntary Liens"); or (iii) any Title Objections which would not constitute Voluntary Liens, but which can be removed by the payment of a liquidated sum of money (items set forth in this subclause (iii), collectively, "Monetary Liens;" and, together with the Voluntary Liens, the "Mandatory Title Removal Items"). If Seller fails to discharge and remove of record any Mandatory Title Removal Items on or prior to the Closing Date, at Buyer's election, such failure shall

constitute a failure of a closing condition and Buyer shall be entitled to such remedies as are set forth herein.

(c) Buyer's failure to timely object or terminate this Agreement under this Section 6(a) is a waiver of Buyer's right to object.

(d) In the event that Seller shall be unable to deliver at Closing title to the Property as required, Buyer shall have the right, as Buyer's sole option: (1) to take such title as Seller may be able to convey without reduction in the Purchase Price; or (2) to terminate this Agreement, in which event this Agreement shall be and become null and void without any further right or remedy in favor of either party against the other except for liabilities, rights, and remedies which survive Closing or termination as provided in this Agreement.

7. Apportionments, Adjustments, and Incidental Costs.

(a) Seller shall pay the cost for an ALTA standard title insurance policy for West 6th VWG LLLP to take effect at the time of conveyance of the Property from Buyer to West 6th VWG LLLP, and Buyer may obligate West 6th VWG LLLP shall pay the cost for the Title Policy above the cost of an ALTA standard owner title insurance policy, including the cost of extended coverage and endorsements, but in no event shall Seller be obligated for any such extended coverage or endorsement costs.

(b) Seller shall pay the cost of any and all transfer or excise tax.

(c) Buyer and Seller shall share equally escrow fees charged by the Title Company, and Buyer shall pay the Title Company's document recordation fees, except for recordation of documents needed to remove title exceptions that Seller has agreed to remove pursuant to the City's Cure Notice, as provided in the DDA, which shall be paid by City.

(d) All other Closing costs shall be allocated in accordance with local custom. All items of income and expense attributable to the Parcel subject to the Closing, including any real estate taxes and assessments, shall be prorated as of 11:59 p.m. Pacific Time on the day prior to the Closing Date.

(e) The provisions of this Section 6 shall survive Closing and termination of this Agreement.

8. Title Conveyance. Title to the Property shall be conveyed to Buyer at Closing by a statutory Bargain and Sale Deed, duly executed, acknowledged, and otherwise in proper form for recording, substantially in the form attached here to as Exhibit C (the "Deed"), subject only to the following Permitted Exceptions, as provided by the DDA: (i) applicable building and zoning laws and regulations; (ii) items deemed a Permitted Exception pursuant to the title review processes of this Agreement or the DDA; and (iii) any documents required by this Agreement to be recorded, including the Affordable Housing Covenant and Right to Reversion (both as defined herein).

9. Condition of Property.

(a) *"AS IS" CONVEYANCE*. BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT IS PURCHASING THE PROPERTY ON AN "AS IS WITH ALL

FAULTS" BASIS AND THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION: (I) THE QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, TOPOGRAPHY, CLIMATE, AIR, WATER RIGHTS, WATER, GAS, ELECTRICITY, UTILITY SERVICES, GRADING, DRAINAGE, SEWERS, ACCESS TO PUBLIC ROADS, AND RELATED CONDITIONS); (II) THE QUALITY, NATURE, ADEQUACY, AND PHYSICAL CONDITION OF SOILS, GEOLOGY, AND GROUNDWATER; (III) THE EXISTENCE, QUALITY, NATURE, ADEQUACY, AND PHYSICAL CONDITION OF UTILITIES SERVING THE PROPERTY; (IV) THE DEVELOPMENT POTENTIAL OF THE PROPERTY, AND THE PROPERTY'S USE, HABITABILITY, MERCHANTABILITY, OR FITNESS, SUITABILITY, VALUE, OR ADEQUACY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE; (V) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY OR ANY OTHER PUBLIC OR PRIVATE RESTRICTIONS ON THE USE OF THE PROPERTY; (VI) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY APPLICABLE CODES, LAWS, REGULATIONS, STATUTES, ORDINANCES, COVENANTS, CONDITIONS, AND RESTRICTIONS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITY OR OF ANY OTHER PERSON OR ENTITY; (VII) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS IN, ON, AT, UNDER, OR ABOUT THE PROPERTY OR THE ADJOINING OR NEIGHBORING PROPERTY; AND (VIII) THE CONDITION OF TITLE TO THE PROPERTY. BUYER AFFIRMS THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER IN THIS AGREEMENT, BUYER HAS NOT RELIED ON THE SKILL OR JUDGMENT OF SELLER OR ANY OF ITS RESPECTIVE AGENTS, EMPLOYEES, OR CONTRACTORS TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT SELLER MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER IN THIS AGREEMENT, BUYER ACKNOWLEDGES THAT IT SHALL USE ITS INDEPENDENT JUDGMENT AND MAKE ITS OWN DETERMINATION AS TO THE SCOPE AND BREADTH OF ITS DUE DILIGENCE INVESTIGATION WHICH IT SHALL MAKE RELATIVE TO THE PROPERTY AND SHALL RELY UPON ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC, AND LEGAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, WHETHER THE PROPERTY IS LOCATED IN ANY AREA WHICH IS DESIGNATED AS A SPECIAL FLOOD HAZARD AREA, DAM FAILURE INUNDATION AREA, EARTHQUAKE FAULT ZONE, SEISMIC HAZARD ZONE, HIGH FIRE SEVERITY AREA, OR WILDLAND FIRE AREA, BY ANY FEDERAL, STATE OR LOCAL AGENCY). BUYER UNDERTAKES AND ASSUMES ALL RISKS ASSOCIATED WITH ALL MATTERS PERTAINING TO THE PROPERTY'S LOCATION IN ANY AREA DESIGNATED AS A SPECIAL FLOOD HAZARD AREA, DAM FAILURE INUNDATION AREA, EARTHQUAKE FAULT ZONE, SEISMIC HAZARD ZONE,

HIGH FIRE SEVERITY AREA, OR WILDLAND FIRE AREA, BY ANY FEDERAL, STATE, OR LOCAL AGENCY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER HEREBY EXPRESSLY WAIVES, RELEASES AND RELINQUISHES ANY AND ALL CLAIMS, CAUSES OF ACTION, RIGHTS AND REMEDIES BUYER MAY NOW OR HEREAFTER HAVE AGAINST SELLER, ITS EMPLOYEES OR MEMBERS OF ITS CITY COUNCIL, WHETHER KNOWN OR UNKNOWN, UNDER ANY ENVIRONMENTAL LAW(S), OR COMMON LAW, IN EQUITY OR OTHERWISE, WITH RESPECT TO (1) ANY PAST, PRESENT OR FUTURE PRESENCE OR EXISTENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT THE PROPERTY (INCLUDING IN THE GROUNDWATER UNDERLYING THE PROPERTY) OR (2) ANY PAST PRESENT OR FUTURE VIOLATIONS OF ANY ENVIRONMENTAL LAWS.

(b) *Survival*. Unless this Agreement is otherwise terminated, the terms and conditions of this Section shall expressly survive Closing. Neither Seller nor Buyer is liable or bound in any manner by any oral or written statements, representations or information pertaining to the Property furnished by any contractor, agent, partner, member, member, manager, shareholder, employee, servant, or other person, except as expressly set forth in this Agreement. Buyer and Seller have fully reviewed the disclaimers and waivers set forth in this Agreement with its respective legal counsel and understands the significance and effect thereof.

(c) *Acknowledgment*. Each of Buyer and Seller acknowledges and agrees that: (i) to the extent required to be operative, the disclaimers of warranties contained in this Section are "conspicuous" disclaimers for purposes of all applicable laws and other legal requirements; (ii) the disclaimers and other agreements set forth herein are an integral part of this Agreement; and (iii) neither Seller nor Buyer would have agreed to convey the Property pursuant to this Agreement without the disclaimers and other agreements set forth in this Section.

(d) *Buyer's Release of City*. Buyer, on behalf of itself and anyone claiming by, through or under Buyer, hereby waives its right to recover from and fully and irrevocably releases City, its governing council, employees, officers, directors, representatives, and agents (the "Released Parties") from any and all claims, responsibility, or liability that Buyer may have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to: (i) the condition (including any construction defects, errors, omissions or other conditions, latent or otherwise), valuation, salability, or utility of the Property, or its suitability for any purpose whatsoever; (ii) any presence of Hazardous Materials; and (iii) any information furnished by the Released Parties under or in connection with this Agreement except as set forth herein. Notwithstanding the generality of the foregoing, the foregoing waiver and release does not include any claims, responsibility, or liability to the extent related to the representations and warranties of City in this Agreement and those in the Deed.

(e) *Scope of Release*. The release set forth above includes claims of which Buyer is presently unaware or which Buyer does not presently suspect to exist which, if known by Buyer, would materially affect Buyer's release of the Released Parties. Buyer specifically

waives the provision of any statute or principle of law that provides otherwise. In this connection and to the extent permitted by law, Buyer agrees, represents, and warrants that Buyer realizes and acknowledges that factual matters now unknown to Buyer may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses, and expenses which are presently unknown, unanticipated, and unsuspected, and Buyer further agrees, represents, and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Buyer nevertheless hereby intends to release, discharge, and acquit City from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses, and expenses, subject to City's obligations herein and except to the extent related to the representations and warranties of City in this Agreement and those in the Deed.

(f) *DDA Remediation Plan*. Notwithstanding the foregoing, any environmental remediation necessary on the Property shall be performed in accordance with the Remediation Plan as set forth in the DDA.

10. Right of Reversion. The Deed shall include a right of reversion in favor of the City, binding upon any successors and assigns including the Approved Transferees, which shall be triggered by Buyer's (a) conveyance of Parcel 3 to a third party (or an entity in which Buyer is a partner or member) (in each case, a "Parcel 3 Transferee") for a purchase price in excess of $1.00, or (b) failure to commence construction within ninety (90) days following recordation of the Deed, and shall be exercised by the City providing written notice to Buyer (the "Right of Reversion"). If triggered, the Right of Reversion shall nevertheless be null and void if the City does not exercise it prior to the date Buyer or its Approved Transferee commences construction on Parcel 3. Notwithstanding anything to the contrary contained herein or in any other document, including, without limitation, the DDA, and for the avoidance of doubt, the Right of Reversion shall automatically terminate and have no further force or effect on the date Buyer or its Approved Transferee commences construction on Parcel 3, as evidenced by the issuance of a written notice to proceed to the general contractor for the Project. Notwithstanding the foregoing, Buyer shall be entitled to reimbursement from the Parcel 3 Transferee of any and all out of pocket costs incurred in connection with the acquisition, due diligence, entitlement, and development of Parcel 3; provided, in no event shall Buyer receive more from the Parcel 3 Transferee than Parcel 3's pro rata share of LPC West's aggregate out of pocket costs incurred in connection with the acquisition, due diligence, entitlement, and development of Parcels 1, 2, 3, 4 and 5, provided by the DDA, together with any out of pocket costs incurred by Buyer solely with respect to Parcel 3.

11. Affordable Housing Covenant. Buyer shall grant, and shall cause the Approved Transferee to grant, to the City an affordable housing covenant of no less than 50 years in duration together with such other terms and conditions are reasonably required to comply with RCW 39.33.015, (the "Affordable Housing Covenant"), substantially in the form attached hereto as Exhibit D, which Affordable Housing Covenant shall be recorded on the Property as a condition of the Deed concurrent with Closing.

12. Deliveries.

(a) At Closing, Seller shall deliver, or cause to be delivered, to Buyer the following:

(i) The Deed with the Right of Reversion, subject to the automatic termination described in Section 10, above, substantially in the form attached hereto as Exhibit C, with reference to the Affordable Housing Covenant;

(ii) An original Assignment of Intangibles, substantially in the form attached hereto as Exhibit E;

(iii) An affidavit from Seller stating its taxpayer identification number and that it is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code) and setting forth such other information as may be required by Section 1445(b)(2) of the Internal Revenue Code or any amendment or replacement thereof;

(iv) Such other documents and instruments as shall be reasonably required by the Escrow Agent and reasonably approved in form by Seller in order for Seller to consummate this transaction in accordance with the terms and conditions of this Agreement;

(v) An executed Real Estate Excise Tax (REET) Affidavit in recordable form;

(vi) Such funds by wire transfer, if any, as are necessary to pay City's share of closing costs and prorations; and

(vii) Such documents as the Escrow Agent may require to establish the authority of City to complete the sale of the Property.

(b) At Closing, Buyer shall deliver, or cause to be delivered, to Seller the following:

(i) Such funds (by wire transfer) as are necessary to complete the payment of the Property Purchase Price and to pay Buyer's share of closing costs and prorations; and

(ii) An executed Assignment and Assumption of the Affordable Housing Parcel Conveyance from LPC West to Buyer in a form approved by Seller.

(iii) The Affordable Housing Covenant, substantially in the form attached hereto as Exhibit D, to be recorded concurrently with the Deed.

(iv) Such other documents and instruments as shall reasonably be required by the Escrow Agent for Buyer to consummate Closing in accordance with the terms of this Agreement.

13. Brokerage. Buyer and Seller each represent and warrant to each other that they dealt with no broker in connection with, nor has any broker had any part in bringing about, this transaction. Each party hereto represents and warrants to the other that it has not employed or retained any broker or finder in connection with the transaction contemplated by this Agreement that would entitle such person to a fee or commission in connection with this transaction. Each party hereby agrees to indemnify and hold the other harmless from and against any loss, cost, claim, demand or expense (including attorney's fees) which may be incurred or sustained by such other party by virtue of any claim for fee or commission made against it by any broker or other

person claiming through the other party to this Agreement, which indemnification, and hold-harmless agreement shall survive Closing or any termination of this Agreement.

14. **Assignment.** This Agreement may not be assigned by Buyer, in whole, or in part, without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, this Agreement may be assigned by Buyer to a Buyer Affiliate (as defined below) without the prior written consent of Seller, so long as the Buyer is not released from liability under this Agreement upon written notice of such assignment to Seller at least three (3) days prior to the Closing. For purposes of this Section, a "Buyer Affiliate" shall mean any entity controlled by, controlling or under common control with Buyer. For the avoidance of doubt, West 6th VWG LLLP is a Buyer Affiliate and no consent is required for a transfer to West 6th VWG LLLP.

    Any transfers of any direct or indirect beneficial interests in Buyer shall, for purposes of this clause, be deemed to constitute an assignment of Buyer. Any assignment by Buyer without Seller's prior written consent shall be deemed null and void and shall be a material default by Buyer hereunder entitling Seller, at its option, to exercise any of its powers, privileges, rights, or remedies under this Agreement or at law or in equity. Notwithstanding the foregoing, no fee, contingent or otherwise, for the transfer or assignment of this Agreement may be assessed or collected by Buyer.

15. **Default by Seller.** If Seller shall default in the observance or performance of any of Seller's obligations under this Agreement and the Closing does not occur as a result thereof (a "Seller Default"), Buyer's sole and exclusive remedy shall be to terminate this Agreement by delivery of written notice to Seller and Escrow Agent, and Escrow Agent shall return the Deposit to Buyer, with the interest earned thereon, if any (a "Deposit Return") and Seller shall promptly and on demand pay Buyer's Costs to Buyer, whereupon this Agreement shall terminate and neither Party shall have any further rights or obligations with respect to each other or this Agreement, except those that are expressly provided in this Agreement to survive the termination hereof.

16. **Default by Buyer.** If Buyer fails to consummate this Agreement for any reason other than Seller's default or the permitted termination of this Agreement by either Seller or Buyer as herein expressly provided, or if Buyer otherwise defaults under this Agreement, Seller will be entitled, as its sole, and exclusive remedy at law and in equity, to terminate this Agreement.

17. **Time of the Essence.** The date and time of Closing and all dates and times specified for performance by Seller and Buyer under this Agreement are hereby agreed to be of the essence of this Agreement.

18. **Survival of Terms.** Unless expressly provided for in this Agreement, no representations, warranties, terms or provisions contained in this Agreement shall survive the Closing and delivery of the Deed, or any termination of this Agreement.

19. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

20. **Affordable Housing Property.** Buyer represents to Seller that the Property is being acquired for commercial or investment purposes, specifically for multi-family affordable housing units, and not for personal, family, or household purposes.

21. **Entire Agreement.** This Agreement (including the Exhibits attached hereto which are by this reference made a part hereof) contains the entire agreement between the parties and all understandings and agreements heretofore had between the parties hereto are merged into this Agreement.

22. **Notices.** All notices to be given by either party to the other, unless otherwise directed, shall be in writing, shall be served upon either party in person, by delivery by recognized overnight courier or by depositing such notice in the United States mails, properly addressed, and directed to the party to receive the same, certified mail, return-receipt-requested, as follows or by electronic transmission (facsimile or electronic mail) provided that the original is also sent by personal delivery, overnight delivery or by mail in the manner previously described no later than the business day following the date of the electronic transmission, whereby delivery is deemed to have occurred on the day on which the electronic transmission is complete:

TO SELLER:
City of Vancouver
PO Box 1995
Vancouver, WA 98660
ATTN: Chim Chune Ko, EPH Real Estate Project Manager
Email: ChimChune.Ko@cityofvancouver.us

WITH A COPY TO:
Vancouver City Attorney's Office
PO Box 1995
Vancouver, WA 98660
ATTN: Becky Rude, Assistant City Attorney
Email: Becky.Rude@cityofvancouver.us

TO BUYER:
Native American Youth and Family Center
5135 NE Columbia BLVD
Portland, OR 97218
ATTN: Keith Ferrante (FerranteK@nayapdx.org) and
Sky Waters (SkyW@nayapdx.org)

WITH A COPY TO:

Kantor Taylor PC

1200 Fifth Avenue, Ste 1910
Seattle, WA 98101
Attn: Sarah Yednock

WITH A COPY TO:

Colas Development Group
1419 NW 14th Ave
Portland, OR 97209
Attention: President

WITH A COPY TO:

James Walker, Partner
Miller Nash LLP
1140 SW Washington Street, STE 700
Portland, OR 97205
Email: James.Walker@MillerNash.com

23. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, where the Property is located without regard to provisions for conflicts of law.

24. **Counterparts.** This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

25. **Modification.** This Agreement may not be modified orally, but only by a writing duly executed by each party hereto.

26. **Counsel Fees.** In the event of any dispute between the parties arising out of this Agreement, each party shall bear any respective costs and expenses incurred in connection with such dispute, including all counsel fees, and court costs and expenses.

27. **Public Records Act.** The parties acknowledge that Seller is a Washington municipal corporation and therefore subject to the Washington Public Records Act, which may require public disclosure of this Agreement and other records related to this transaction.

28. **Acceptance.** Any acceptance, signature, execution, or validation of this Agreement or any written communication or written notice required hereunder, shall be manually signed and delivered by hard copy or by electronic or facsimile (whether telephonic or computer-generated facsimiles such as, but not limited to jpg, PDF, e-sign, or tagged image files). This Section cannot be waived except by manually signed, written consent of both parties.

29. No Recording. Neither this Agreement nor any memorandum of this Agreement may be recorded in any office of public record. Any attempt by Buyer to effect such recording shall constitute a material default under this Agreement entitling Seller to all remedies provided for herein.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

SELLER:

City of Vancouver, a Washington municipal corporation

By: _____
By: Lon Pluckhahn, City Manager (or Designee)

ATTEST:

By: _____
By: Natasha Ramras, City Clerk (or Designee)

ACKNOWLEDGED AS TO FORM:

By: _____
By: Nena Cook, City Attorney (or Designee)

BUYER:

Native American Youth and Family Center, an Oregon nonprofit corporation

By: _____
Name: Oscar Arana
Title: Chief Executive Officer

Exhibit A. Description of Property.

LEGAL DESCRIPTION FOR
BUILDING 3 PARCEL

ALL of Lots 3, 4 and portions of Lots 1, 2, 5, 6 and 7, Block 38 and a portion of Lot 1 of Block 45, Town of Vancouver (commonly known as West Vancouver), according to the Plat thereof, recorded in Volume B of Plats, Page 40, records of Clark County, Washington, located in the Southwest quarter of Section 27, Township 2 North Range 1 East, Willamette Meridian described as follows:

COMMENCING at the Northeast corner of said Block 38, said Northeast corner being on the Southerly right of way line of West 6th Street;

THENCE North 87°39'52" West along the North line of said Block 38 and the Southerly right of way of West 6th Street, a distance of 3.75 feet to the TRUE POINT OF BEGINNING;

THENCE South 02°21'06" West, parallel with the East line of said Block 38, a distance of 75.46 Feet;

THENCE South 81°55'26" West 87.91 Feet;

THENCE South 36°00'24" West 85.42 Feet to the Northeasterly right of way of the Burlington Northern Railroad and a 3777.22 non-tangent radius curve to the right;

THENCE along said Northeasterly line and along said 3777.22 Foot radius curve to the right (the long chord of which, bears North 45°35'30" West 242.42 Feet), an arc distance of 242.46 Feet to a point on the Southerly right of way line of West 6th Street;

THENCE South 87°39'52" East along said Southerly right of way line of West 6th Street, 313.79 feet to the TRUE POINT OF BEGINNING.

Containing 28,152 Square Feet

Exhibit B. Depiction of Property.

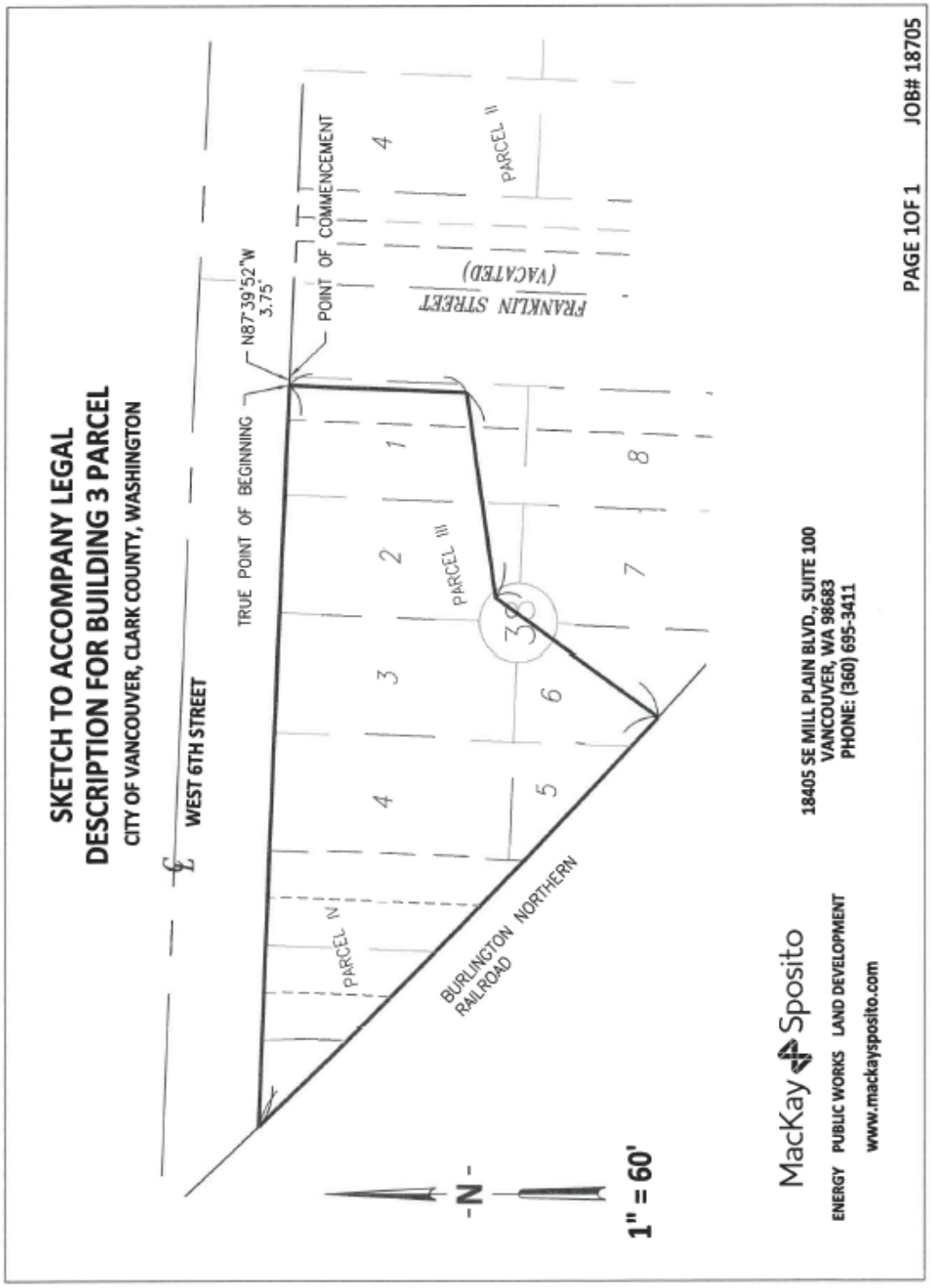


Exhibit C. Form of Deed.

After recording, return to:

Document Title: Statutory Bargain and Sale Deed
Reference No(s). of Related Documents: Affordable Housing Covenant [RECORDING #]
Grantor: City of Vancouver, a Washington municipal corporation
Grantee: Native American Youth and Family Center, an Oregon nonprofit corporation
Street Address: 615 W 6th Street, Vancouver, WA 98660
Legal Description (abbreviated): _____
Additional Legal Description: See Exhibit A
Assessor Property Tax Parcel/Account No(s). 49360000

STATUTORY BARGAIN AND SALE DEED

The Grantor, CITY OF VANCOUVER, a Washington municipal corporation, for and in consideration of One and No One Hundredths Dollar ($1.00), in hand paid, bargains, sells and conveys to Native American Youth and Family Center, an Oregon nonprofit corporation, (the Grantee) the real estate situated in the County of Clark, State of Washington and legally described in the attached Exhibit A (the "Property"), subject to those matters set forth in the attached Exhibit B and on the condition that the Property shall automatically revert to Grantor in the event that Grantee (a) conveys all or a portion of the Property for consideration valued in excess of $1.00; or (b) Grantee fails to commence construction within 90 days following recordation of this Deed (the "Right of Reversion"). Notwithstanding the foregoing or anything to the contrary contained herein or in any other documents, and for the avoidance of doubt, the Right of Reversion shall automatically terminate and have no further force or effect on the date Grantee or West 6th VWG LLLP commences construction on Parcel 3, as evidenced by the issuance of a written notice to proceed to the general contractor for the construction of the affordable housing development located on the Property. Until such time as it expires by its terms, the Right of Reversion shall run with the land and be binding upon any successors and assigns and subsequent grantees. In the event that Grantee fails to timely commence construction, Grantor must provide Grantee written notice of such failure before commencement of construction occurs.

DATED this _____ day of _____, 20___.

GRANTOR: CITY OF VANCOUVER,
a Washington municipal corporation

By: _____
Name: _____
Title: City Manager or Designee

Approved as to Form:

By:_____
Name:_____
Title: City Attorney or Designee

STATE OF WASHINGTON)

) ss.

County of Clark)

On this _____ day of _____, 20___, before me personally appeared _____, to me known to be the _____ of the City of Vancouver, a Washington municipal corporation, which has executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said city, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Signature of Notary Public)

(Printed Name of Notary Public)

(Place of Residence of Notary Public)

(seal or stamp) My Commission Expires:

Exhibit A to Deed. Description of Property.

LEGAL DESCRIPTION FOR
BUILDING 3 PARCEL

ALL of Lots 3, 4 and portions of Lots 1, 2, 5, 6 and 7, Block 38 and a portion of Lot 1 of Block 45, Town of Vancouver (commonly known as West Vancouver), according to the Plat thereof, recorded in Volume B of Plats, Page 40, records of Clark County, Washington, located in the Southwest quarter of Section 27, Township 2 North Range 1 East, Willamette Meridian described as follows:

COMMENCING at the Northeast corner of said Block 38, said Northeast corner being on the Southerly right of way line of West 6th Street;

THENCE North 87°39'52" West along the North line of said Block 38 and the Southerly right of way of West 6th Street, a distance of 3.75 feet to the TRUE POINT OF BEGINNING;

THENCE South 02°21'06" West, parallel with the East line of said Block 38, a distance of 75.46 Feet;

THENCE South 81°55'26" West 87.91 Feet;

THENCE South 36°00'24" West 85.42 Feet to the Northeasterly right of way of the Burlington Northern Railroad and a 3777.22 non-tangent radius curve to the right;

THENCE along said Northeasterly line and along said 3777.22 Foot radius curve to the right (the long chord of which, bears North 45°35'30" West 242.42 Feet), an arc distance of 242.46 Feet to a point on the Southerly right of way line of West 6th Street;

THENCE South 87°39'52" East along said Southerly right of way line of West 6th Street, 313.79 feet to the TRUE POINT OF BEGINNING.

Containing 28,152 Square Feet

Exhibit B to Deed. Permitted Exceptions.

(i) Applicable building and zoning laws and regulations;

(ii) Items deemed a Permitted Exception pursuant to the title review processes of this Agreement or the DDA; and

(iii) The Right of Reversion; and

(iv) Any documents required by this Agreement to be recorded, including the Affordable Housing Covenant (and Right to Reversion)

(v) [Insert Permitted Exceptions identified on Title Commitment]

Exhibit D. Form of Affordable Housing Covenant.

When Recorded Return To:
City of Vancouver
Economic Prosperity and Housing
PO Box 1995
Vancouver, WA 98668-1995
Attention: Chim Chune Ko, Real Estate Project Manager

AFFORDABLE HOUSING COVENANT RUNNING WITH THE LAND

Grantor: Native American Youth and Family Center, an Oregon nonprofit corporation

Grantee: City of Vancouver, a Washington municipal corporation

Property Legal Description: Full legal description attached as Exhibit A

Assessor's Tax ID#: 49360000

Site Address: 615 W 6th Street, Vancouver, WA 98660

Reference No(s). of Related Documents: [DEED _____]

This Affordable Housing (this "Covenant") is made on [MONTH] [DAY] [2025] (the "Effective Date") by Native American Youth and Family Center, an Oregon nonprofit public benefit corporation ("Grantor"), whose address is 5135 NE Columbia Boulevard, Portland, OR 97218, for the benefit of the City of Vancouver, Washington, a municipal corporation ("Grantee"), in consideration for Grantor's acquisition of the above referenced property (the "Property") from Grantee for $1.00 as a no cost transfer of surplus public property by Grantee, provided that the Property is used exclusively for the designated public benefit purpose required by this Covenant for at least 50 years pursuant to RCW 39.33.015 and VMC 3.30.020.

A. This Covenant, made by Grantor as the owner of the Property, is in force for a period of 50 years from the Effective Date, terminating on [MONTH] [DAY] [2075] (the "Covenant Term") and is recorded with the Clark County Auditor, is binding upon any successors and assigns of Grantor, and runs with the land as a condition of this deed conveying the Property from Grantee to Grantor.

B. On the Effective Date and continuously throughout the Covenant Term, any improvements and all development on the Property must be used for the public benefit purpose of affordable housing, which can be rental housing or permanently affordable homeownership for low-income and very low-income households as defined in RCW 43.63A.510, and related facilities that support the goals of affordable housing

development in providing economic and social stability for low-income persons shall be affordable housing to be owned and occupied by, or leased to, low-income persons.

C. As defined in RCW 43.63A.510 on the Effective Date, "very low-income household" means a single person, family, or unrelated persons living together whose income is at or below fifty percent of the median income, adjusted for household size, for the county where the affordable housing is located, and "low-income household" means a single person, family, or unrelated persons living together whose income is more than fifty percent but is at or below eighty percent of the median income in Clark County, Washington.

D. For the purposes of this Covenant, "affordable housing" means: (i) for rental housing, rents payable by low-income households shall not exceed thirty percent (30%) of eighty percent (80%) of area median income in Clark County, Washington, adjusted for household size for rent and utilities, other than telephone; or (ii) for permanently affordable homeownership, thirty-eight percent (38%) of the household's monthly income for mortgage principal, interest, property taxes, homeowner's insurance, homeowner's association fees, and land lease fees, as applicable. In addition, total household debt is no more than forty-five percent (45%) of the monthly household income.

E. Grantor shall make all residential units constructed on the Property available for rent or lease solely to "low-income households" or "very low-income households" at lease or rent rates that qualify as "affordable housing," in accordance with the definitions provided herein. For the avoidance of doubt, notwithstanding the foregoing or anything else to the contrary contained herein or in any other document, Grantor shall be permitted to rent one hundred percent (100%) of the units constructed on the Property to low-income households whose income at initial occupancy does not exceed eighty percent of the median income in Clark County, Washington.

F. Grantor shall keep all records and make any reports relating to compliance with this Covenant that the Grantee may reasonably require for matters consistent with this Covenant, in accordance with applicable law.

G. In providing the affordable housing, Grantor will comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex marital status, race, creed, color, national origin, handicap, or familial status. These requirements are specified in Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VIII; Executive Order 11063; Executive Order 11246; Architectural Barriers Act of 1968; and Americans with Disabilities Act.

H. This Covenant and all of its provisions shall run with the land and be binding upon Grantor and any and all of its assigns and successors in interest into whose ownership the Property may pass, and any obligations made by Grantor shall be enforceable against all of its assigns and successors in interest into whose ownership the Property may pass, and all of them, except as this Covenant shall expressly provide to the contrary.

I. Those signatories who sign on behalf of a Grantor as an entity are expressly vested by the by-laws of the entity which they purport to represent with the authority to bind such entity in the manner in which such signatories have purported to bind their principal herein.

J. In the event of any litigation arising under this Covenant, or with respect hereto, the law of the State of Washington will control and, and all signatories hereto, do hereby submit themselves personally to the jurisdiction of the courts of the State of Washington, and do hereby agree that any action arising hereunder may be instituted in Clark County Superior Court, if the parties are served, including anywhere not within the State of Washington, any method authorized by Washington law.

K. If Grantee commits any breach of this Covenant (an "Event of Default"), Grantee shall give Grantor written notice of such Event of Default, whether as a discreet instant or as a continuous pattern of violation. Grantor shall have thirty (30) days after notice from Grantee to cure such Event of Default; provided, however, if the nonperformance is of such a nature that it cannot reasonably be cured within thirty (30) days, then it shall not constitute an Event of Default so long as Grantor promptly commences and thereafter diligently prosecutes a cure to completion (the "Corrective Action"); provided, however, that the default must be cured no later than ninety (90) days after notice from Grantee of nonperformance (the "Corrective Action Period").

L. Upon an Event of Default and Grantor's failure to take Corrective Action:

i. Subject to the rights of a third-party holder of the senior-most deed of trust encumbering the Property ("Senior Lender") including a minimum 90 day notice and cure right to Senior Lender, Grantee shall be entitled to payment by Grantor of any amounts collected by Grantor on the Property in excess of affordable housing rates permitted by this Covenant and any amounts collected by Grantor on the Property from occupants who do not qualify as a low-income household or very low-income household, as defined in this Covenant, with such payment being made to an affordable housing fund controlled and designated by Grantee; and

ii. Grantee may institute and prosecute any proceeding at law or equity to enjoin any such violation or to compel specific performance by the Grantor of its obligations hereunder; provided that, the Grantor shall not be required by any provision herein to evict a residential tenant.

M. Grantor shall report to Grantee, in a form provided by or approved by Grantor, the following information annually for the Covenant Term:

- Address and name of project
- Total number of units
- Individual unit data including but not limited to:
  - Unit number
  - Number of bedrooms
  - Household size

- Monthly rent payment
- Utility allowance
- Gross income for all household adults over 18 years of age

N. This Covenant shall remain in full force and effect for the Covenant Term or until amended, modified, or terminated by the action of Grantee in proceedings appropriate for that purpose.

IN WITNESS HEREOF, Native American Youth and Family Center, an Oregon nonprofit public benefit corporation, has executed this Covenant on the date set forth below.

GRANTEE:

NATIVE AMERICAN YOUTH AND FAMILY CENTER,
an Oregon nonprofit public benefit corporation

By: _____
Oscar Arana, Chief Executive Officer

STATE OF OREGON)
)ss
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by Oscar Arana, Chief Executive Officer of Native American Youth and Family Center, an Oregon nonprofit public benefit corporation.

_____
Notary Public; State of OREGON
Print Name: _____
My Commission Expires:_____

EXHIBIT A TO AFFORDABLE HOUSING COVENANT: PROPERTY LEGAL DESCRIPTION

LEGAL DESCRIPTION FOR
BUILDING 3 PARCEL

ALL of Lots 3, 4 and portions of Lots 1, 2, 5, 6 and 7, Block 38 and a portion of Lot 1 of Block 45, Town of Vancouver (commonly known as West Vancouver), according to the Plat thereof, recorded in Volume B of Plats, Page 40, records of Clark County, Washington, located in the Southwest quarter of Section 27, Township 2 North Range 1 East, Willamette Meridian described as follows:

COMMENCING at the Northeast corner of said Block 38, said Northeast corner being on the Southerly right of way line of West 6th Street;

THENCE North 87°39'52" West along the North line of said Block 38 and the Southerly right of way of West 6th Street, a distance of 3.75 feet to the TRUE POINT OF BEGINNING;

THENCE South 02°21'06" West, parallel with the East line of said Block 38, a distance of 75.46 Feet;

THENCE South 81°55'26" West 87.91 Feet;

THENCE South 36°00'24" West 85.42 Feet to the Northeasterly right of way of the Burlington Northern Railroad and a 3777.22 non-tangent radius curve to the right;

THENCE along said Northeasterly line and along said 3777.22 Foot radius curve to the right (the long chord of which, bears North 45°35'30" West 242.42 Feet), an arc distance of 242.46 Feet to a point on the Southerly right of way line of West 6th Street;

THENCE South 87°39'52" East along said Southerly right of way line of West 6th Street, 313.79 feet to the TRUE POINT OF BEGINNING.

Containing 28,152 Square Feet

Exhibit E. Assignment of Intangibles.

ASSIGNMENT OF INTANGIBLES

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY OF VANCOUVER, a Washington municipal corporation ("Assignor"), hereby assigns, transfers, sets over and delivers to Native American Youth and Family Center, an Oregon nonprofit public benefit corporation ("Assignee"), all of Assignor's right, title, and interest in and to all of the following: (a) all rights, privileges, licenses, and easements appurtenant to the real property described in the attached Exhibit A (the "Real Property"), including, without limitation, all minerals, oil, gas, and other hydrocarbon substances on and under the Real Property, as well as all development rights, air rights, and water rights; (b) all governmental approvals, entitlements, permits, warranties, guaranties, and development rights or credits related to the Real Property; and (c) all other intangible property owned by Assignor pertaining to the Real Property.

This Assignment of Intangibles shall be binding upon Assignor and shall inure to the benefit of Assignee and each of their respective successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Intangibles effective as of _____, 20___.

ASSIGNOR:

CITY OF VANCOUVER,
a Washington municipal corporation

By: _____
Name: _____
Title: City Manager or Designee

Approved as to Form:

By:_____
Name:_____
Title: City Attorney or Designee

Exhibit A to Assignment of Intangibles. Description of Property.

[insert when available]

Staff Report: 077-25

To: Mayor and City Council
From: City Manager
Date: April 14, 2025

Subject
Interlocal Agreement - City of Vancouver and Clark County Corrections

Key Points

- Clark County, by and through its District Court Corrections, operates a supervised offender community restitution labor crew.
- This partnership presents the courts with an alternative to incarceration and provides offenders a chance to make restitution without losing their wages and avoid incarceration if they cannot afford to pay fines.
- Crews are utilized to provide additional maintenance services for parks, sensitive lands, medians, rights-of-way, and special facilities throughout the City of Vancouver beyond what full-time staff and contractors provide within the available budget.

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

Climate and Natural Systems – environmental stewardship and efforts to address climate change to ensure a sustainable future

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

Present Situation
The City (Public Works/Operations) has contracted with Clark County Corrections for offender labor maintenance services for more than 20 years. This alternative contract partnership has provided the City with an additional resource to complete non-skilled maintenance tasks within the available budget.

The attached Interlocal Agreement provides five crews that can be used for up to 988 crew days over the term of the one-year agreement. Activities for four of the crews include, but are not limited to, park and landscape maintenance, street median and right-of-way maintenance, and litter removal. A fifth crew will be assigned to the Greenway Sensitive Lands program for removal of non-native plant species, assistance in plantings, and general shrub bed maintenance within the Burnt Bridge Creek Greenway and other sensitive areas.

A full correction crew consists of one Clark County Crew Chief and ten work crew offenders. Crews are billed at a rate of $500/day, and Correction Services billing also receives $205/day for each offender from Vancouver, meaning a full crew may cost the City of Vancouver up to $2,550/day. These rates are the same as the last contract. City staff instruct and schedule the work of correction crews, and provide technical and equipment support as needed. The City utilized 806 of 988 crew

days in 2024.

The attached agreement would be for one year.

Advantage(s)

1. The City can make use of an alternative contract partnership that is affordable and cost-effective, allowing City Full-Time Employees (FTE) and resources to be most effectively managed and scheduled.
2. The community restitution crews complete tasks that further improve the quality of landscapes, sensitive lands, medians, and rights-of-way within available budget limitations.
3. Many of the tasks completed under this partnership are tasks that may not otherwise be completed due to limited resources.
4. Community restitution provides an opportunity for people convicted of misdemeanors and other crimes to work in lieu of paying fines they may not be able to afford or in lieu of incarceration, benefiting both individual offenders and the community. The City provides weekend work times for community restitution crews to minimize the impact on crew members who have other paid employment during the work week. The City has reviewed this partnership from an Equity and Inclusion lens and recommends continuing the partnership contract.

Challenge(s)
None

Budget Impact
Community restitution crews are funded through the General Fund, Solid Waste, and the Stormwater Utility Funds. The 2025 adopted budget includes sufficient appropriations to cover this service.

Prior Council Review
In 2024, City Council approved the Interlocal Agreement, providing the same number of work crews, at the same rate per crew day of $500.

Action Requested
On Monday, April 14, 2025, authorize the City Manager, or designee, to finalize and execute an Interlocal Agreement with Clark County Correction Services for offender restitution crew labor/maintenance services.

Staff Contact
Michael Cero, Operations Superintendent, michael.cero@cityofvancouver.us

Attachments:
1. Contract Renewal
2. 2024 Contract - Signed

INTERLOCAL AGREEMENT FOR SERVICES
BETWEEN

Clark County
PO Box 9806,
Vancouver, Washington 98666-8806
(564) 397-2436 – Fax (564) 896-9878

AND

The City of Vancouver
PO Box 1995, Vancouver, Washington 98668-1995
(360) 696-8177

Interlocal Agreement Period
Beginning: January 1, 2025
Ending: December 31, 2025

Interlocal Agreement: #2025-COR-101

Offender Work Crew Labor
Services and materials provided

Cost: Not to exceed $494,000/annual

988 crew days at $500/day*
*excluding any applicable taxes

Program Contacts:
Primary:
Michael Cero 487-8245
Alternate:
Brian Potter 487-8323

Fiscal: Shannon Turk 487-7132

Program Contacts:
Program Manager:
Lisa Biffle 397-6045 (1829)
Lead Crew Chief - Dennis David
397-6045 (1801)
Lead Crew Chief – Darren Truax
397-6045 (1815)
Fiscal: Susan Volz
397-2424 (4731)
Contractual: David Zimmerman
564-397-5646

This Interlocal Agreement consists of the following exhibits:

- Special Terms and Conditions
- Standard & Special Tool List

Clark County and the City of Vancouver agree to the terms and conditions of this Interlocal Agreement and its exhibits as listed above by signing below.

DATED this _____ day of _____, 2025.

FOR CLARK COUNTY, WASHINGTON,
a political subdivision of the State of Washington

_____
Kathleen Otto, County Manager

CITY OF VANCOUVER, a municipal corporation and charter city of the first class in the State of Washington

_____
Lon Pluckhahn, City Manager

Attested:

_____ _____
Natasha Ramras, City Clerk
Anthony Glenn, Deputy City Clerk

Approved as to form:

_____
Deputy Prosecuting Attorney

Approved as to form:

_____
City Attorney

SPECIAL TERMS AND CONDITIONS

I. PURPOSE AND BACKGROUND

A. This is an Interlocal Agreement entered into under the authority of the Interlocal Cooperation Act, RCW 39.34, between Clark County, Washington, a political subdivision of the State of Washington, and the City of Vancouver, a municipal corporation and charter city of the first class in the State of Washington.

B. Pursuant to RCW 39.34, the purpose of this Interlocal Agreement is as set forth in Article I (Purpose and Background). Its duration is as specified in Article II. (Duration of Agreement). Its method of termination is set forth in Article III (Termination of Agreement). Its manner of financing and of establishing and maintaining a budget therefore is described in Article VI (Compensation) and Article VII (Billing Method and Process). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.

C. **Clark County by and through its District Court Community Restitution Program** operates a supervised offender labor crew, designated as and hereinafter referred to as "work crew."

D. **The City of Vancouver** (hereinafter "City") desires to utilize the available services of District Court's Community Restitution work crews.

E. The purpose of this Agreement is to provide for the utilization of Community Restitution work crews by the City.

F. District Court and the City desire to reduce to writing their understanding related to the provision and utilization of the Community Restitution Program.

G. The City requests the assistance of District Court's Community Restitution Program in order to provide services including but not limited to the following:
   - General litter pick and removal
   - Landscape maintenance and weeding
   - Roadway median maintenance
   - General park and recreation area maintenance
   - Storm water facilities and stream cleanups

H. Both parties hereby agree to communicate and cooperate to the fullest extent possible in order to achieve the desired results and avoid incurring excessive or unnecessary costs to either party.

II. DURATION OF AGREEMENT

The term of this Agreement is for the period from **January 1, 2025** through **December 31, 2025**.

III. TERMINATION OF AGREEMENT

Either party may choose to terminate this Agreement by notifying the other party in writing 90 days prior to termination. The City agrees to reimburse District Court for the cost of services provided through the date of termination of the Agreement.

IV. DISTRICT COURT AGREES TO:

A. Allow the City to utilize work crews. To the greatest extent practicable endeavor to maintain the daily crew size of past practice. However, during a regular weekday (weekends and holidays excluded) if the daily crew size for a specific work crew falls below five (5), then Community Restitution staff will notify the City's primary Program Contact listed on the first page of this Agreement (phone calls will suffice) for the purpose of obtaining a keep or cancel dispatch decision. If at the time of dispatch, the primary Program Contact listed is not readily available, then Community Restitution will make contact with an alternate Program Contact from the list to obtain a binding decision as to dispatch of that crew. If it is necessary to deploy crews with three or four crew members, the charge per day for crews that do not meet the minimum size of five members will be reduced by $50.

B. Assign only offenders that have been authorized to participate in Community Restitution by a judge of the Superior or District Courts.

C. Provide all labor, transportation, and equipment necessary for work crew availability. District Court will provide work crew availability on a year-round basis subject to the exception of official holidays recognized by Clark County. Currently, under normal weather conditions, excluding travel time, crews are available for actual duty between the hours of 0830 to 1530, Monday through Sunday.

D. Provide the tentative work hour schedule(s) to be performed by work crews on a monthly basis.

E. Provide accident insurance coverage for work crew members assigned to City projects. Such coverage shall be equal to any such coverage presently provided for work crew members assigned to any other county-sponsored Community Restitution project.

F. Provide Community Restitution staff and work crew members with any personal protection items required under the Washington Industrial Safety and Health Act (WISHA).

G. Cooperate fully with the City to achieve satisfactory performance from the Crew Chief(s) and work crew(s) in the accomplishment of City projects. District Court will devote sufficient supervisory attention to all concerns raised pursuant to Article V section H (below) to resolve them in a manner that satisfies the City's performance expectations.

V. THE CITY AGREES TO:

A. Provide a schedule of projects to be completed by work crews on a weekly basis.

B. The schedule of projects will include: 1) Duties; 2) Locations; and, 3) Priorities of jobs to be completed.

C. Provide technical staff support, equipment support, coordination and instructions on any new, comprehensive, or special projects as deemed necessary for attaining efficient and effective operations.

D. In consideration of the need for timely dispatch and deployment decisions, upon receiving notice regarding crew size pursuant to Article IV Section E, the City will communicate to Community Restitution staff a timely decision to dispatch or cancel that crew followed by a written concurrence (e-mail will suffice). In situations where the primary Program Contact is not readily available at the time of dispatch, then an alternate Program Contact listed on the front of this Agreement will issue a binding decision as to deployment of that crew on behalf of the designated Program Contact.

E. Provide at least one day advance notice to Community Restitution when non-standard tools or equipment from the Special Tool List will be necessary for a project.

F. When work crews are unable to accomplish an assigned project with the standard tool compliment or with the special tools available, the City, at its option, will either provide Community Restitution with the specialized tools and/or supplies necessary or the City may elect to carry out the unaccomplished duties with City personnel. District Court and the City will cooperate in a conscious effort to respect any tool, equipment, or task restrictions placed upon the City by collective bargaining agreement(s) between the City and City employee labor organizations.

G. In the accomplishment of City projects, both Community Restitution and the City share a mutual concern about achieving satisfactory performance from the Crew Chief(s) and work crew(s). To that end, the City will utilize the procedure outlined Article V section H below to resolve issues relating to performance.

H. If there are performance concerns relating to Crew Chief(s) or Work Crew(s) that cannot be resolved directly and immediately with the Crew Chief, then the City's next step in resolving the issue, is to direct that concern in a timely fashion to the Lead Crew Chief in charge of Work Crew operations (at present the incumbents are **Dennis David** and **Darren Truax**). The Lead Crew Chief is empowered to resolve issues relating to Crew Chief or Work Crew performance. If performance concerns are not resolved to the City's satisfaction after working in direct cooperation with the Lead Crew Chief, then the City's next step in resolving the issue is to relate their understanding of the situation to the Program Manager responsible for Community Restitution operations (at present the incumbent is **Lisa Biffle**). Prior to pursuing an alternate means of problem resolution relating to Crew Chief or work crew performance, the City will make a reasonable effort to follow the procedure outlined above.

I. Provide equipment, supplies, and cost responsibility for disposal of all project materials as necessary. The City will provide for the mechanized loading or moving of excessively heavy or bulky items when and where it is appropriate.

J. Where applicable, the City will provide for traffic control consistent with the Washington Industrial Safety and Health Act (WISHA) standards and the manual on uniform traffic control devices (MUTCD).

K. Provide for timely and adequate review of Community Restitution project activities and work cooperatively with District Court to ensure that project activities are consistent with the City's quality standards.

L. The City may not always require Community Restitution services during the term of the Agreement. When that situation occurs, the City will provide no less than fifteen (15) calendar days prior written notice when services are not required. If and when there has been a cessation of services for the City, the City will provide sufficient advance written notice as to when the resumption of Community Restitution services are to begin.

VI. COMPENSATION

A. District Court will be compensated for Community Restitution services at the rate of **$500.00** per crew day exclusive of any applicable taxes. Expenditures may not exceed the aforementioned not to exceed limitation without executing amendment to this Agreement pursuant to Article XVI below.

B. In the event that the tax rate increases over the term of this Agreement, the remaining work crew days available under this Agreement will be reduced to comply with the not to exceed amount of **$494,000.**

C. In the event there is an increase in the work crew daily rate within the term of this Agreement, the new rate shall apply to work performed as of the effective date of the approval. In such event, the parties shall execute an amendment to this Agreement providing for either (i) a reduction in the number of crew days so that original budget of **$494,000** is not exceeded or (ii) maintaining the number of crew days and increasing the amount of the compensation to account for the increase in the work crew daily rate. District Court will process a contract modification according to the procedural requirements outlined in Article XVI below.

D. The City will pay properly documented invoices for all earned services within forty-five (45) days of the receipt of the invoice.

E. The City has provided budgetary authority to compensate District Court at or within the aforementioned dollar limits. If the City's budgetary authority relating to this Agreement changes over the term, the City may adjust the dollar limits set forth above through the Agreement amendment process as outlined in Article XVI below.

VII. BILLING METHOD AND PROCESS

A. District Court will bill the City for Community Restitution charges on a monthly basis.

B. The billing invoice with backup documentation will identify the dates when work was accomplished; resources used, and include the amount due for that billing period.

C. The monthly billing invoice from District Court to the City will include sufficient backup documentation to verify the actual work performed for the billing period. This information will be reviewed by District Court prior to billing.

D. District Court will provide timely processing of billing invoices. District Court processes its billing invoices internally, and then forwards invoices to the Accounts

Receivable section of the County Auditor's office. The Clark County Auditor Accounts Receivable department will send the billing invoice to the City's Contract Manager for payment. Inquiries regarding a billing should be directed to the District Court fiscal contact as indicated on the contract face sheet.

VIII. AGREEMENT ADMINISTRATION AND COMMUNICATIONS

District Court and the City contract managers shall administer this Agreement. Contract managers shall monitor service level and budget provisions of this Agreement. Each month, Community Restitution and City contract managers shall review service levels, service delivery, and costs. During the term of this Agreement, the respective contract managers will communicate via telephone or e-mail to relay information, answer questions, or raise concerns.

IX. DISPUTE RESOLUTION

In the event of a dispute between District Court and the City regarding the delivery of services under this Agreement, which cannot be resolved by their respective designated contract managers, the District Court Presiding Judge and the Vancouver City Manager or their designated representatives shall review such dispute and options for resolution. Any dispute not resolved by the representatives shall be referred to the Clark County Manager and City Manager. The decision of the County Manager and the City Manager regarding the dispute shall be final as between the parties.

X. INDEPENDENT CONTRACTOR

District Court is and shall at all times be deemed to be an independent contractor in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between District Court and the City or between any of District Court's or City's employees. District Court shall retain all authority for provision of services, standards of performance, discipline, and control of personnel, and other matters incident to the performance of services by Community Restitution pursuant to this Agreement. Nothing in this Agreement shall make any employee of District Court an employee of the City or any employee of the City an employee of District Court for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

XI. HOLD HARMLESS/INDEMNIFICATION

A. DISTRICT COURT RESPONSIBILITY. District Court agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Community Restitution pursuant to this Agreement.

1. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against District Court, the City retains the right to participate in said suit if any principal of public law is involved.

2. This indemnity and hold harmless shall include any claim made against the City by an employee of District Court or subcontractor or agent of District Court, even if District Court is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW except to the extent that such liability arises from the sole negligence of the City. District Court specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that District Court shall provide the broadest scope of indemnity permitted by RCW 4.24.115.

B. CITY RESPONSIBILITY. The City agrees to indemnify, defend, save and hold harmless District Court, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the conduct of the City pursuant to this Agreement.

1. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the City, District Court retains the right to participate in said suit if any principal of public law is involved.

2. This indemnity and hold harmless shall include any claim made against District Court by an employee of the City or subcontractor or agent of the City, even if the City is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of District Court. The City specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the City shall provide the broadest scope of indemnity permitted by RCW 4.24.115.

C. CONCURRENT NEGLIGENCE. Notwithstanding the foregoing, to the extent that liability arises from the concurrent negligence of both the City and District Court's Community Restitution Program, the costs, fees and expenses in connection therewith shall be shared between the City and District Court in proportion to their relative degrees of negligence.

D. ATTORNEY FEES/COSTS. With regard to attorney's fees and costs, all parties shall bear their own costs of enforcing the rights and responsibilities under this Agreement.

XII. ASSIGNMENT/SUBCONTRACTING

Neither party shall transfer or assign, in whole or in part, any or all of its respective rights or obligations under this Agreement without the prior written consent of the other. District Court shall not subcontract for the provision of any services it is to provide the City under this Agreement without the prior written consent of the City.

XIII. NO THIRD PARTY BENEFICIARY

District Court does not intend by this Agreement to assume any contractual obligations to anyone other than the City. The City does not intend by this Agreement to assume any contractual obligations to anyone other than District Court. District Court and the City do not intend that there be any third-party beneficiary to this Agreement.

XIV. NOTICE

Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To the City:

CONTRACTUAL ISSUES

Anna Vogel
Procurement Services Manager
City of Vancouver
610 Esther ST
P O Box 1995
Vancouver WA 98668-1995
Phone: 360.487.8429
Fax: 360.487-1029
e-mail: anna.vogel@cityofvancouver.us

OPERATIONAL ISSUES

Michael Cero
Operations Superintendent
City of Vancouver
4711 E Fourth Plain Blvd
PO Box 1995
Vancouver WA 98668-1995
Phone: 360.487.8245
Fax: 360.696.8002
e-mail: Michael.Cero@cityofvancouver.us

To District Court:

CONTRACTUAL ISSUES

Clark County District Court
Attention: David Zimmerman
P.O. BOX 9806
Vancouver, Washington 98666-8806
Phone: 564-397-5646
Fax: 564.759.6876
e-mail: David.Zimmerman@clark.wa.gov

OPERATIONAL ISSUES

Clark County District Court
Attention: Lisa Biffle
8101 N.E. 117th Ave.
Vancouver, WA 98682
Phone: 564.397.6045 x1829
Fax: 564.896.9878
e-mail: lisa.biffle@clark.wa.gov

The name and address to which notices shall be directed may be changed by either District Court or the City by giving the other party notice of such change as provided in this section.

XV. WAIVER

No waiver by either party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

XVI. AMENDMENT

The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made

in writing and formally approved and executed by the duly authorized agents of both parties.

XVII. DOCUMENT EXECUTION AND CHAPTER 39.34 RCW COMPLIANCE

Community Restitution, a division of District Court, and the City agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. Upon execution, the Vancouver City Clerk shall cause a copy of this Agreement to be posted on the City website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040).

XVIII. SEVERABILITY

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

XIX. RATIFICATION

Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

XX. ENTIRE AGREEMENT

This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior agreements shall be effective to the contrary.

STANDARD & SPECIAL TOOL LIST

STANDARD EQUIPMENT:

The table below contains the types of standard tools that are available from a Work Crew trailer on a regular basis.

TOOLS	
BROOM, Push	RAKE, Leaf
HOE, Garden	SHOVEL, Flat Tip
HOE, Hula	SHOVEL, Round Tip
RAKE, Garden	SHOVEL, Scoop

SPECIAL EQUIPMENT:

The table below lists the types of special equipment/tools that are only available on a request basis. In the event additional standard tools or other equipment/tools from the table below are required for a particular project, Community Restitution should normally receive the request for equipment/tools at least one day in advance of the need. When the requests for special equipment/tools exceed the equipment/tools available, the equipment/tools requested will be distributed equally among those agencies making the special equipment/tools requests. Community Restitution does not carry the special equipment/tools listed below on its trailers without prior request.

HAND TOOLS/ POWER TOOLS	
Loppers	Lawn Mowers
Pruning saws	String Trimmers
Pick / Mattocks	Edgers
Pitchfork, Hay	Blowers
Wheelbarrows	Hedgers

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INTERLOCAL AGREEMENT FOR SERVICES
BETWEEN

Clark County
PO Box 9806,
Vancouver, Washington 98666-8806
(564) 397-2436 – Fax (564) 896-9878

AND

The City of Vancouver
PO Box 1995, Vancouver, Washington 98668-1995
(360) 696-8177

Interlocal Agreement Period
Beginning: January 1, 2024
Ending: December 31, 2024

Interlocal Agreement: #2024-COR-101

Offender Work Crew Labor
Services and materials provided

Cost: Not to exceed $494,000/annual

988 crew days at $500/day*
*excluding any applicable taxes

Program Contacts:
Primary:
Michael Cero 487-8245
Alternate:
Brian Potter 487-8323

Fiscal: Shannon Turk 487-7132

Program Contacts:
Program Manager:
Lisa Biffle 397-6045 (1829)
Lead Crew Chief - Dennis David
397-6045 (1801)
Lead Crew Chief – Darren Truax
397-6045 (1815)
Fiscal: Susan Volz
397-2424 (4731)
Contractual: David Zimmerman
564-397-5646

This Interlocal Agreement consists of the following exhibits:

- Special Terms and Conditions
- Standard & Special Tool List

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Clark County and the City of Vancouver agree to the terms and conditions of this Interlocal Agreement and its exhibits as listed above by signing below.

DATED this 25 day of March, 2024.

FOR CLARK COUNTY, WASHINGTON,
a political subdivision of the State of Washington

Kathleen Otto, County Manager

Kathleen Otto, County Manager

CITY OF VANCOUVER, a municipal corporation and charter city of the first class in the State of Washington

DocuSigned by:
75A9183485CA467...

Eric J. Holmes, City Manager

Attested:

DocuSigned by:
Natasha Ramras
BCF6734E40E94AE...

Natasha Ramras, City Clerk

Approved as to form:

Curtis Burns 05/29/24

Deputy Prosecuting Attorney

Approved as to form:

DocuSigned by:
Mena Cook
A17C6F7FA2AC4D4...

City Attorney

DocuSign Envelope ID: 5BFBB607-2CF0-4227-A7CD-200E9E0295D6

SPECIAL TERMS AND CONDITIONS

I. PURPOSE AND BACKGROUND

A. This is an Interlocal Agreement entered into under the authority of the Interlocal Cooperation Act, RCW 39.34, between Clark County, Washington, a political subdivision of the State of Washington, and the City of Vancouver, a municipal corporation and charter city of the first class in the State of Washington.

B. Pursuant to RCW 39.34, the purpose of this Interlocal Agreement is as set forth in Article I (Purpose and Background). Its duration is as specified in Article II. (Duration of Agreement). Its method of termination is set forth in Article III (Termination of Agreement). Its manner of financing and of establishing and maintaining a budget therefore is described in Article VI (Compensation) and Article VII (Billing Method and Process). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.

C. **Clark County by and through its District Court Community Restitution Program** operates a supervised offender labor crew, designated as and hereinafter referred to as "work crew."

D. **The City of Vancouver** (hereinafter "City") desires to utilize the available services of District Court's Community Restitution work crews.

E. The purpose of this Agreement is to provide for the utilization of Community Restitution work crews by the City.

F. District Court and the City desire to reduce to writing their understanding related to the provision and utilization of the Community Restitution Program.

G. The City requests the assistance of District Court's Community Restitution Program in order to provide services including but not limited to the following:
- General litter pick and removal
- Landscape maintenance and weeding
- Roadway median maintenance
- General Park and recreation area maintenance
- Storm water facilities and stream cleanups

H. Both parties hereby agree to communicate and cooperate to the fullest extent possible in order to achieve the desired results and avoid incurring excessive or unnecessary costs to either party.

II. DURATION OF AGREEMENT

The term of this Agreement is for the period from **January 1, 2024** through **December 31, 2024**.

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III. TERMINATION OF AGREEMENT

Either party may choose to terminate this Agreement by notifying the other party in writing 90 days prior to termination. The City agrees to reimburse District Court for the cost of services provided through the date of termination of the Agreement.

IV. DISTRICT COURT AGREES TO:

A. Allow the City to utilize work crews. To the greatest extent practicable endeavor to maintain the daily crew size of past practice. However, during a regular weekday (weekends and holidays excluded) if the daily crew size for a specific work crew falls below five (5), then Community Restitution staff will notify the City's primary Program Contact listed on the first page of this Agreement (phone calls will suffice) for the purpose of obtaining a keep or cancel dispatch decision. If at the time of dispatch the primary Program Contact listed is not readily available, then Community Restitution will make contact with an alternate Program Contact from the list to obtain a binding decision as to dispatch of that crew. If it is necessary to deploy crews with three or four crew members, the charge per day for crews that do not meet the minimum size of five members will be reduced by $50.

B. Assign only offenders that have been authorized to participate in Community Restitution by a judge of the Superior or District Courts.

C. Provide all labor, transportation, and equipment necessary for work crew availability. District Court will provide work crew availability on a year-round basis subject to the exception of official holidays recognized by Clark County. Currently, under normal weather conditions, excluding travel time, crews are available for actual duty between the hours of 0830 to 1530, Monday through Sunday.

D. Provide the tentative work hour schedule(s) to be performed by work crews on a monthly basis.

E. Provide accident insurance coverage for work crew members assigned to City projects. Such coverage shall be equal to any such coverage presently provided for work crew members assigned to any other county-sponsored Community Restitution project.

F. Provide Community Restitution staff and work crew members with any personal protection items required under the Washington Industrial Safety and Health Act (WISHA).

G. Cooperate fully with the City to achieve satisfactory performance from the Crew Chief(s) and work crew(s) in the accomplishment of City projects. District Court will devote sufficient supervisory attention to all concerns raised pursuant to Article V section H (below) to resolve them in a manner that satisfies the City's performance expectations.

V. THE CITY AGREES TO:

A. Provide a schedule of projects to be completed by work crews on a weekly basis.

B. The schedule of projects will include: 1) Duties; 2) Locations; and, 3) Priorities of jobs to be completed.

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C. Provide technical staff support, equipment support, coordination and instructions on any new, comprehensive, or special projects as deemed necessary for attaining efficient and effective operations.

D. In consideration of the need for timely dispatch and deployment decisions, upon receiving notice regarding crew size pursuant to Article IV Section E, the City will communicate to Community Restitution staff a timely decision to dispatch or cancel that crew followed by a written concurrence (e-mail will suffice). In situations where the primary Program Contact is not readily available at the time of dispatch, then an alternate Program Contact listed on the front of this Agreement will issue a binding decision as to deployment of that crew on behalf of the designated Program Contact.

E. Provide at least one day advance notice to Community Restitution when non-standard tools or equipment from the Special Tool List will be necessary for a project.

F. When work crews are unable to accomplish an assigned project with the standard tool compliment or with the special tools available, the City, at its option, will either provide Community Restitution with the specialized tools and/or supplies necessary or the City may elect to carry out the unaccomplished duties with City personnel. District Court and the City will cooperate in a conscious effort to respect any tool, equipment, or task restrictions placed upon the City by collective bargaining agreement(s) between the City and City employee labor organizations.

G. In the accomplishment of City projects, both Community Restitution and the City share a mutual concern about achieving satisfactory performance from the Crew Chief(s) and work crew(s). To that end, the City will utilize the procedure outlined Article V section H below to resolve issues relating to performance.

H. If there are performance concerns relating to Crew Chief(s) or Work Crew(s) that cannot be resolved directly and immediately with the Crew Chief, then the City's next step in resolving the issue, is to direct that concern in a timely fashion to the Lead Crew Chief in charge of Work Crew operations (at present the incumbents are **Dennis David** and **Darren Truax**). The Lead Crew Chief is empowered to resolve issues relating to Crew Chief or Work Crew performance. If performance concerns are not resolved to the City's satisfaction after working in direct cooperation with the Lead Crew Chief, then the City's next step in resolving the issue is to relate their understanding of the situation to the Program Manager responsible for Community Restitution operations (at present the incumbent is **Lisa Biffle**). Prior to pursuing an alternate means of problem resolution relating to Crew Chief or work crew performance, the City will make a reasonable effort to follow the procedure outlined above.

I. Provide equipment, supplies, and cost responsibility for disposal of all project materials as necessary. The City will provide for the mechanized loading or moving of excessively heavy or bulky items when and where it is appropriate.

J. Where applicable, the City will provide for traffic control consistent with the Washington Industrial Safety and Health Act (WISHA) standards and the manual on uniform traffic control devices (MUTCD).

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K. Provide for timely and adequate review of Community Restitution project activities and work cooperatively with District Court to ensure that project activities are consistent with the City's quality standards.

L. The City may not require Community Restitution services at all times during the term of the Agreement. When that situation occurs, the City will provide no less than fifteen (15) calendar days prior written notice when services are not required. If and when there has been a cessation of services for the City, the City will provide sufficient advance written notice as to when the resumption of Community Restitution services are to begin.

VI. COMPENSATION

A. District Court will be compensated for Community Restitution services at the rate of **$500.00** per crew day exclusive of any applicable taxes. Expenditures may not exceed the aforementioned not to exceed limitation without executing amendment to this Agreement pursuant to Article XVI below.

B. In the event that the tax rate increases over the term of this Agreement, the remaining work crew days available under this Agreement will be reduced to comply with the not to exceed amount of **$494,000.**

C. In the event there is an increase in the work crew daily rate within the term of this Agreement, the new rate shall apply to work performed as of the effective date of the approval. In such event, the parties shall execute an amendment to this Agreement providing for either (i) a reduction in the number of crew days so that original budget of **$494,000** is not exceeded or (ii) maintaining the number of crew days and increasing the amount of the compensation to account for the increase in the work crew daily rate. District Court will process a contract modification according to the procedural requirements outlined in Article XVI below.

D. The City will pay properly documented invoices for all earned services within forty-five (45) days of the receipt of the invoice.

E. The City has provided budgetary authority to compensate District Court at or within the aforementioned dollar limits. If the City's budgetary authority relating to this Agreement changes over the term, the City may adjust the dollar limits set forth above through the Agreement amendment process as outlined in Article XVI below.

VII. BILLING METHOD AND PROCESS

A. District Court will bill the City for Community Restitution charges on a monthly basis.

B. The billing invoice with backup documentation will identify the dates when work was accomplished; resources used, and include the amount due for that billing period.

C. The monthly billing invoice from District Court to the City will include sufficient backup documentation to verify the actual work performed for the billing period. This information will be reviewed by District Court prior to billing.

D. District Court will provide timely processing of billing invoices. District Court processes its billing invoices internally, and then forwards invoices to the Accounts

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Receivable section of the County Auditor's office. The Clark County Auditor Accounts Receivable department will send the billing invoice to the City's Contract Manager for payment. Inquiries regarding a billing should be directed to the District Court fiscal contact as indicated on the contract face sheet.

VIII. AGREEMENT ADMINISTRATION AND COMMUNICATIONS

District Court and the City contract managers shall administer this Agreement. Contract managers shall monitor service level and budget provisions of this Agreement. Each month, Community Restitution and City contract managers shall review service levels, service delivery, and costs. During the term of this Agreement, the respective contract managers will communicate via telephone or e-mail to relay information, answer questions, or raise concerns.

IX. DISPUTE RESOLUTION

In the event of a dispute between District Court and the City regarding the delivery of services under this Agreement, which cannot be resolved by their respective designated contract managers, the District Court Presiding Judge and the Vancouver City Manager or their designated representatives shall review such dispute and options for resolution. Any dispute not resolved by the representatives shall be referred to the Clark County Manager and City Manager. The decision of the County Manager and the City Manager regarding the dispute shall be final as between the parties.

X. INDEPENDENT CONTRACTOR

District Court is and shall at all times be deemed to be an independent contractor in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between District Court and the City or between any of District Court's or City's employees. District Court shall retain all authority for provision of services, standards of performance, discipline, and control of personnel, and other matters incident to the performance of services by Community Restitution pursuant to this Agreement. Nothing in this Agreement shall make any employee of District Court an employee of the City or any employee of the City an employee of District Court for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

XI. HOLD HARMLESS/INDEMNIFICATION

A. DISTRICT COURT RESPONSIBILITY. District Court agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Community Restitution pursuant to this Agreement.

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1. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against District Court, the City retains the right to participate in said suit if any principal of public law is involved.

2. This indemnity and hold harmless shall include any claim made against the City by an employee of District Court or subcontractor or agent of District Court, even if District Court is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW except to the extent that such liability arises from the sole negligence of the City. District Court specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that District Court shall provide the broadest scope of indemnity permitted by RCW 4.24.115.

B. CITY RESPONSIBILITY. The City agrees to indemnify, defend, save and hold harmless District Court, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the conduct of the City pursuant to this Agreement.

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2. This indemnity and hold harmless shall include any claim made against District Court by an employee of the City or subcontractor or agent of the City, even if the City is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of District Court. The City specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the City shall provide the broadest scope of indemnity permitted by RCW 4.24.115.

C. CONCURRENT NEGLIGENCE. Notwithstanding the foregoing, to the extent that liability arises from the concurrent negligence of both the City and District Court's Community Restitution Program, the costs, fees and expenses in connection therewith shall be shared between the City and District Court in proportion to their relative degrees of negligence.

D. ATTORNEY FEES/COSTS. With regard to attorney's fees and costs, all parties shall bear their own costs of enforcing the rights and responsibilities under this Agreement.

XII. ASSIGNMENT/SUBCONTRACTING

Neither party shall transfer or assign, in whole or in part, any or all of its respective rights or obligations under this Agreement without the prior written consent of the other. District Court shall not subcontract for the provision of any services it is to provide the City under this Agreement without the prior written consent of the City.

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XIII. NO THIRD PARTY BENEFICIARY

District Court does not intend by this Agreement to assume any contractual obligations to anyone other than the City. The City does not intend by this Agreement to assume any contractual obligations to anyone other than District Court. District Court and the City do not intend that there be any third-party beneficiary to this Agreement.

XIV. NOTICE

Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To the City:

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Anna Vogel
Procurement Services Manager
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XV. WAIVER

No waiver by either party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

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The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made

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in writing and formally approved and executed by the duly authorized agents of both parties.

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Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

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RAKE, Garden	SHOVEL, Scoop

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HAND TOOLS/ POWER TOOLS	
Loppers	Lawn Mowers
Pruning saws	String Trimmers
Pick / Mattocks	Edgers
Pitchfork, Hay	Blowers
Wheelbarrows	Hedgers

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Certificate Of Completion

Envelope Id: 5BFBB6072CF04227A7CD200E9E0295D6
Status: Completed
Subject: Complete with DocuSign: 2024-COR-101_COV.pdf
Source Envelope:
Document Pages: 11
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
David Zimmerman
1300 Franklin St
Vancouver, WA 98660
david.zimmerman@clark.wa.gov
IP Address: 64.4.181.90

Record Tracking

Status: Original
5/29/2024 8:48:10 AM
Holder: David Zimmerman
david.zimmerman@clark.wa.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Curtis Burns Curtis.Burns@clark.wa.gov DPA Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.4.181.35	Sent: 5/29/2024 9:06:40 AM Viewed: 5/29/2024 3:33:00 PM Signed: 5/29/2024 3:33:08 PM
Electronic Record and Signature Disclosure: Accepted: 10/1/2020 4:43:19 PM ID: 3c200259-56b8-4ed4-b874-11c1db823135		
Kathleen Otto, County Manager Kathleen.Otto@clark.wa.gov County Manager Clark County Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.4.181.42	Sent: 5/29/2024 3:33:11 PM Viewed: 5/29/2024 4:29:00 PM Signed: 5/29/2024 4:32:47 PM
Electronic Record and Signature Disclosure: Accepted: 5/29/2024 4:29:00 PM ID: 7a9429f4-8fd8-40d9-a889-ca404c27e780		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Kristin Phillips, Administrative Assistant Kristin.Phillips@clark.wa.gov BOCC Admin Assistant Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/29/2024 3:33:10 PM Viewed: 5/29/2024 4:42:38 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
David Zimmerman david.zimmerman@clark.wa.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/29/2024 4:32:48 PM Resent: 5/29/2024 4:32:50 PM Viewed: 5/29/2024 4:50:30 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/29/2024 9:06:40 AM
Certified Delivered	Security Checked	5/29/2024 4:29:00 PM
Signing Complete	Security Checked	5/29/2024 4:32:47 PM
Completed	Security Checked	5/29/2024 4:32:48 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Clark County, WA (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the â€˜I agreeâ€™ button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign â€˜Withdraw Consentâ€™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Clark County, WA:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: loann.vuu@clark.wa.gov

To advise Clark County, WA of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at loann.vuu@clark.wa.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Clark County, WA

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to loann.vuu@clark.wa.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Clark County, WA

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to loann.vuu@clark.wa.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	WindowsÂ® 2000, WindowsÂ® XP, Windows VistaÂ®; Mac OSÂ® X
Browsers:	Final release versions of Internet ExplorerÂ® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safariâ„¢ 3.0 or above (Mac only)
PDF Reader:	AcrobatÂ® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the â€˜I agreeâ€™ button below.
By checking the â€˜I agreeâ€™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify Clark County, WA as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Clark County, WA during the course of my relationship with you.

Staff Report: 078-25

To: Mayor and City Council
From: City Manager
Date: April 14, 2025

Subject
Grant to Provide Training Services through the Million Coaches Challenge Grant Program

Key Points

- This grant provides no-cost training for park and recreation professionals, seasonal staff, coaches, and volunteers.
- The training will enhance the skills of approximately 300 volunteers and staff working with youth.
- The work is anticipated to be complete by December 2025.

Strategic Plan Alignment
Safe and Prepared Community – a safe place to live, work, learn and play

Present Situation
Currently, staff from the Recreation division of the Parks, Recreation & Cultural Services (PRCS) department hold coaches' meetings prior to the start of each season to cover our vision as a developmental league that promotes fun, learning, and inclusivity in a safe environment. Training also includes game management strategies and scenarios. We aim to recruit more youth sports coaches and increase our retention rates. This grant will help us instill confidence in new coaches and expand the volunteer pool.

The Million Coaches Challenge is a national effort to work with cities and youth sports organizations to improve the experience for youth in these programs. The vision for this challenge is as follows:

"While most coaches recognize the key role they play in promoting youth development, they often don't feel supported in doing so. Coaches report that existing training is either too costly, too time-consuming, too hard to implement, or fail to incorporate youth development practices. The majority of coach training that exists is designed to win games—not necessarily to help kids thrive.

"We envision a world in which all young athletes, regardless of their family's income, their gender, their race, or their ability status, have access to coaches who are well-versed in youth development and skill-building techniques that help kids succeed on and off the field."

Staff in Recreation will organize this training opportunity and incorporate it into all of our youth sports leagues. We will also be able to share with seasonal staff in a number of programs that run sports-based activities. Below is an estimate of the number of people that can benefit from the training involved in this grant.

- 185 youth sports coaches
- 90 summer camp counselors/seasonal staff

- 5 after-school leaders
- 30 community volunteers
- 30 Parks, Recreation & Cultural Services staff

Our coaches and staff are critical to creating a positive experience for youth in our program. This grant and associated training help empower those people to better support groups of diverse youth with an empathetic, holistic approach.

Advantage(s)

1. This grant will provide a mix of self-paced and live trainings, providing flexibility to optimize participation.
2. The training will improve the experience for youth in our programs.
3. As part of this grant, staff members of Vancouver's Recreation division of the Parks, Recreation & Cultural Services Department will also participate in a virtual learning community to network and exchange ideas.

Challenge(s)

None

Budget Impact

There is no budget impact. Recreation staff already provide training to youth sports coaches, and this grant will enable the expansion of the training offerings at no extra cost to the City. Additionally, the grant will award $1,750 to support the trainings, such as by renting more space for the increased offerings.

Prior Council Review

None

Action Requested

On Monday, April 14, 2025, approve a grant for $1,750 plus in-kind training services from the National Recreation and Park Association (NRPA) Million Coaches Challenge Grant program.

Staff Contact

David Perlick, Director of Parks, Recreation and Cultural Services, david.perlick@cityofvancouver.us

Attachments:

1. 2024 Million Coaches Challenge City of Vancover MOU PCA Funding

[TO BE COUNTER-SIGNED AND RETURNED PRIOR TO ISSUING GRANT PAYMENT]

DATE
February 21, 2025

Dear Demetrius Brooks:

On behalf of the National Recreation and Park Association, Incorporated ("NRPA"), I am pleased to inform you of our desire to extend in-kind training from Positive Coaching and a grant in the amount of One Thousand Seven Hundred and Fifty Dollars $1,750 to support training implementation as described below (the "Grant"):

Grantee:	City of Vancouver Parks, Recreation & Cultural Services Department
Purpose:	Made possible, in part, through the support of the Susan Crown Exchange, NRPA is managing the administration of the grant program ("Program"). Grants made through this Program are intended to ensure park and recreation staff and volunteers working with young people have the skills, knowledge and confidence to support positive youth development.

In order to process the payment of your Grant, Grantee is required to carefully read, and then – to indicate acceptance of the terms of the Grant – to sign, date, and return to the NRPA this letter (the "Grant Agreement").

In consideration for receipt of the Grant, by signing the letter, Grantee acknowledges and agrees to the following:

1. Grantee will receive a total of One Thousand Seven Hundred and Fifty Dollars $1,750 over the full grant period. Grant funds will be distributed by NRPA, no matching funds are required, and it is expressly understood that NRPA has no obligation to provide additional support or funds to the Grantee for this Project or any other project of purposes.

2. Within thirty (30) days of execution of this MOU and delivery of this MOU and Grantee's completed IRS Form W-9 (attached) to NRPA, NRPA will send Grantee a check or wire transfer in the amount of One Thousand Seven Hundred and Fifty Dollars $1,750.

3. Grantee understands the purpose and requirements of the Grant Agreement, including the guidelines below:

    a. Based on the number proposed in the Grantee's original application, the Grantee will strive to train 340 staff, coaches and volunteers working with youth in partnership with Positive Coaching Alliance.

        i. The Grantee will receive In-Person training from Positive Coaching Alliance.

        ii. Grantee will receive up to 3 trainings.

        iii. Grantee will receive up to 20 complimentary seats per workshop for Positive Coaching Alliance's online, self-paced modules.

        iv. NRPA will collaborate with the Grantee to encourage participation in training.

        v. The Grantee will commit to providing regular updates on progress toward the target reach number.

b. Grantee will partner with NRPA and Positive Coaching Alliance to coordinate training sessions.

    i. Grantee and Positive Coaching Alliance will agree on the number of training sessions.

    ii. To secure the workshop date, the workshop(s) must be scheduled 14 days in advance.

        1. A workshop-rescheduling fee of $200 dollars per workshop may be incurred for workshops postponed or rescheduled after being scheduled when the notification to PCA of the postponement is less than 10 days from the scheduled date. Workshop(s) that are postponed on the day of the workshop may incur a fee of $300 dollars per workshop.

        2. Unused workshops and unused online seats expire at the end of the contract period.

    iii. No video and/or audio recording of PCA workshops may be made, unless you have express written consent from PCA.

c. Grantee will cooperate with NRPA's evaluation efforts to track the reach and impact of the Grant.

    i. These efforts may include but are not limited to supporting the collection of complete and accurate information from training participants, assisting with the organization/completion of interviews/focus groups, responding to surveys gauging training impact on participants, and submitting final reports.

d. Grantee will participate in an NRPA-led virtual learning community.

e. Grantee will complete training by December 31, 2025.

4. None of the funds issued by NRPA will be utilized in a manner contrary to the charitable and educational purposes of NRPA.

5. Grantee will comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

6. The Grant will be used solely for the purpose(s) outlined in this Grant Agreement. Grant funds may not be expended for any other purpose without NRPA's prior written approval. Grantee will repay any portion of the Grant that is not used for the purpose stated in this Grant Agreement.

7. NRPA designates Teresa Morrissey to serve as NRPA's liaison and to assist the NRPA in supervising, monitoring and evaluating the expenditure of grant funds and the progress made in accomplishing the grant project. NRPA may appoint one or more additional liaisons as NRPA deems appropriate, and NRPA in its sole discretion may change the designation of any or all of its liaisons from time to time. Grantee will fully cooperate with such liaisons and will provide them with such information as they may request from time to time on NRPA's behalf regarding the Grant.

8. Grantee will maintain records of receipts and expenditures with respect to all Grant funds and will make Grantee's books and records with respect to the Grant available to NRPA and its representatives at reasonable times. Grantee will submit a full and complete annual written report to Grantor by January 30, 2026 and such interim reports as the NRPA or its representatives may

require from time to time. Such reports will include: (a) a detailed accounting of the use or expenditure of all Grant funds; (b) a description of Grantee's compliance with the terms of this Agreement; (c) the progress made in accomplishing the objectives of the Grant as set forth in the Grant Application, if applicable; (d) an attestation that Grant funds were used solely for expenditures permitted under this Agreement; and (e) such other information as NRPA or its representatives may reasonably request. Grantee will provide any other documents, materials and information reasonably requested by NRPA or its representatives. Grantee will keep the financial records with respect to the Grant, along with copies of any reports submitted to NRPA, for at least four years following expenditure of the Grant funds.

9. Grantee will permit NRPA and its representatives, at NRPA's request, to have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and clients or other beneficiaries for the purpose of making such financial audits, verifications or program evaluations as NRPA and its representatives deem necessary or appropriate concerning the Grant.

10. Grantee agrees not to make any public statement regarding the Grant without the prior written approval of NRPA. Grantee will allow NRPA to review and approve the text of any proposed publicity concerning the Grant prior to its release. NRPA and the Susan Crown Exchange may include information regarding the Grant, including the amount and purpose thereof, any photographs Grantee may have provided to NRPA, Grantee's logo or trademark, or other information or materials about Grantee, in NRPA's periodic public reports and press releases and on NRPA's website and public media channels.

    NRPA will provide Grantee with a marketing toolkit with pre-approved messaging, press release template, and logos. Any statement, message, announcement or use of the Susan Crown Exchange's logo related to this grant or Project used by the Grantee that is not included in the marketing toolkit must be provided to NRPA and approved by NRPA in advance of its release to the public.

11. Grantee agrees to indemnify NRPA against any loss or expense (including reasonable attorneys' fees) NRPA incurs as a consequence of breach by Grantee of any of its undertakings hereunder. In addition, by accepting the Grant, Grantee irrevocably and unconditionally agrees, to the extent allowed by applicable law, to defend, indemnify and hold harmless NRPA and each of its officers, directors, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly or indirectly, wholly or partially, arising from or in connection with any act or omission of Grantee or its employees or agents, in applying for or accepting the Grant, in expending or applying the Grant funds, or in carrying out the program to be funded by the Grant, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any wrongful act or omission of Grantor or its employees or agents.

12. In addition to NRPA's rights with respect to disbursement of Grant funds under any other provision of this Grant Agreement, NRPA reserves the right to discontinue, modify or withhold any disbursement of Grant funds or to require a total or partial refund of any Grant funds if, in NRPA's sole discretion, such action is necessary: (a) because Grantee has not fully complied with the terms and conditions of the Grant or this Grant Agreement; (b) to protect the purpose and objectives of the Grant or any other charitable interest of NRPA; or (c) to comply with the requirements of any law or regulation applicable to Grantee, NRPA, or the Grant.

13. The individual signing this Grant Agreement on behalf of Grantee hereby certifies that: (a) they are a duly elected and authorized officer of Grantee; and (b) they are authorized to accept the Grant on behalf of Grantee and to obligate Grantee to observe all of the terms and conditions placed on the Grant, and in connection with the Grant, to make, execute and deliver on behalf of the Grantee this Grant Agreement and all representations, receipts, reports and other instruments of every kind.

14. This Grant Agreement will be construed in accordance with and governed by the laws of the Commonwealth of Virginia, without regard to conflicts of laws principles. In addition, all disputes arising under this Grant Agreement shall be resolved in any local or federal court in the Commonwealth of Virgnia, and Grantee agrees, solely for purposes of this Agreement, to submit to the personal jurisdiction of that court.

Please contact me with any questions concerning the requirements of this letter.

Sincerely,

Accepted and Acknowledged by:

_____

Print Name and Title:

_____

Date:

_____

Accepted and Acknowledged by:

_____

Print Name and Title:

Kellie May, Chief Partnerships Officer

Date:

_____

Accepted and Acknowledged by:

_____

Print Name and Title:

Ripper Hatch, VP of Partner Development at Positive Coach Alliance

Date:

_____

To: Mayor and City Council
From: City Manager
Date: April 14, 2025

Subject
Approval of Claim Vouchers

Action Requested
Approve claim vouchers for April 14, 2025.

Attachments:
1. April 14, 2025 Claim Vouchers

VOUCHER APPROVAL

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

$ 3,733,038.58 this 14th day of April 2025.

MAYOR

COUNCILMEMBER

Cyndi A. Turner Digitally signed by Cyndi A. Turner Date: 2025.04.07 12:18:43 -07'00'

AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
March 31, 2025 - April 06, 2025	Accounts Payable Checks (see attached)	$ 3,726,532.17
March 31, 2025 - April 06, 2025	Hansen City Payments (see attached)	$ 5,707.08
March 31, 2025 - April 06, 2025	Visa Refunds (see attached)	$ 799.33
March 31, 2025 - April 06, 2025	Payroll Checks (see attached)	$ -
TOTAL		$ 3,733,038.58

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Ad Hoc Payment	Check	24594	4/2/2025	9,193.52	3 Brothers Restaurants JIB LLC	7205 NE 117TH AVE ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	24595	4/2/2025	2,035.65	3 Brothers Restaurants JIB LLC	7205 NE 117TH AVE ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	24596	4/2/2025	51.12	Adams,Heather or Jesse	3200 X ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	24597	4/2/2025	27.59	Banks,Joanna	7819 NE LOOWIT LOOP ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	24598	4/2/2025	83.51	Clark Trust	17905 NE 20TH ST ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	24599	4/2/2025	245.00	Connolly,Thomas or Julie	19712 SE 4TH WAY ,CAMAS,WA,98607
Ad Hoc Payment	Check	24600	4/2/2025	63.98	Coulimore,Paul or Laura	4609 OREGON DR ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	24601	4/2/2025	36.16	Debra Leonian Perry	3607 SE 198TH AVE ,CAMAS,WA,98607
Ad Hoc Payment	Check	24602	4/2/2025	147.84	Debra Leonian Perry or Susan Perry	3607 SE 198TH AVE ,CAMAS,WA,98607
Ad Hoc Payment	Check	24603	4/2/2025	73.48	Estate of Henry Lewis	4305 IDAHO ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	24604	4/2/2025	31.91	Greener,Michael or Mischelle	12213 NE 106TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	24605	4/2/2025	146.86	Jones,Calla	6705 NE 53RD CIR ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	24606	4/2/2025	287.43	Joseph Hicklin or Kelly Chelucci	5610 NE 40TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	24607	4/2/2025	54.43	Klotz,Monica	109 NW 40TH ST ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	24608	4/2/2025	410.10	Matthews,Blake or Angie	9609 NE 168TH AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	24609	4/2/2025	167.13	McIntosh,Miles	10016 NE 71ST ST ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	24610	4/2/2025	137.38	Mimi Perez Falcon	1911 W 27TH ST ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	24611	4/2/2025	109.18	Molla,Dmitriy or Marina	1510 SE 140TH CT ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	24612	4/2/2025	73.48	Osborne,Evan	4305 IDAHO ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	24613	4/2/2025	107.33	Peer,McLaren or Robert	12610 NE 106TH CIR ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	24614	4/2/2025	111.76	Petriyenko,David	9219 NE 76TH ST ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	24615	4/2/2025	114.12	Rodney Hunt Jr or Erin Lamb	10504 NE 111TH CT ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	24616	4/2/2025	72.44	Sabo,Mark	5506 NE 43RD WAY ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	24617	4/2/2025	166.00	Sandy Chang or Chi-Wu Chang	7801 SE MIDDLE WAY ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	24618	4/2/2025	226.40	Schmidlkofer,Molly	18819 SE 12TH WAY ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	24619	4/2/2025	87.30	Schmidlkofer,Molly	18819 SE 12TH WAY ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	24620	4/2/2025	53.94	Schubel,Scott or Stacey	1001 SE 94TH AVE ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	24621	4/2/2025	153.92	Schukker,Kerry A	203 N KNOXVILLE WAY ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	24622	4/2/2025	304.73	Seavey,Jeffrey or John or Katherine	3004 NE 181ST AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	24623	4/2/2025	127.17	SFC Properties LLC	6316 NE 38TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	24624	4/2/2025	92.45	Stronghouse,Robyn	805 NE 150TH AVE ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	24625	4/2/2025	132.00	The Deulen Trust	420 TUCSON WAY ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	24626	4/2/2025	160.92	The Estate of Robert Anthony Bayot	3908 NE PACIFIC WAY ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	24627	4/2/2025	57.03	The Hugo 1990 Revocable Trust	410 E 17TH ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	24628	4/2/2025	32.02	The Hugo 1990 Revocable Trust	408 E 17TH ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	24629	4/2/2025	352.19	Thoune Properties LLC	8005 MILL PLAIN CT ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	24630	4/2/2025	5,595.11	Van Mall Retirement LLC	2323 GENERAL ANDERSON ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	24631	4/2/2025	191.56	Vidican,Adrian	2403 W 31ST ST ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	24632	4/2/2025	461.78	Workman,James	16318 NE 75TH CIR ,VANCOUVER,WA,98682
Supplier Payment	Check	24633	4/2/2025	416.32	Accurate Corporate Services Inc	
Supplier Payment	Check	24634	4/2/2025	16,114.98	Arborscape Ltd Inc	
Supplier Payment	Check	24635	4/2/2025	350.00	AT & T Mobility National Accounts LLC - Remit-To: Legal Demand Center for Law Enforcement	
Supplier Payment	Check	24636	4/2/2025	2,152.26	Blue Peak Logic Inc	
Supplier Payment	Check	24637	4/2/2025	1,350.00	BMI Audit Services, LLC	
Supplier Payment	Check	24638	4/2/2025	693.73	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	24639	4/2/2025	750.00	City of Spokane	
Supplier Payment	Check	24640	4/2/2025	11,262.97	Clark County - Remit-To: Clark County - Treasurer Vancouver	

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

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	Check	24641	4/2/2025	48.63	Columbia Resource Company	
Supplier Payment	Check	24642	4/2/2025	1,339.63	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	24643	4/2/2025	3,280.25	Douglas Randall Hoyt	
Supplier Payment	Check	24644	4/2/2025	2,152.26	Eco-Counter Inc	
Supplier Payment	Check	24645	4/2/2025	2,900.00	Esix Sportswear	
Supplier Payment	Check	24646	4/2/2025	10,602.24	Fire Mountain Farms Inc	
Supplier Payment	Check	24647	4/2/2025	517.81	First-Citizens Bank & Trust Company	
Supplier Payment	Check	24648	4/2/2025	3,280.25	Gary D. Hoyt	
Supplier Payment	Check	24649	4/2/2025	171.75	General Pacific Inc	
Supplier Payment	Check	24650	4/2/2025	12,652.97	Granicus, LLC - Remit-To: Granicus, LLC	
Supplier Payment	Check	24651	4/2/2025	3,280.25	Gregory Ray Hoyt	
Supplier Payment	Check	24652	4/2/2025	927.50	Groundwater Solutions, Inc.	
Supplier Payment	Check	24653	4/2/2025	955.50	H&H Wood Recyclers	
Supplier Payment	Check	24654	4/2/2025	2,263.41	H D Fowler Company Inc	
Supplier Payment	Check	24655	4/2/2025	24,900.00	Herd Freed Hartz	
Supplier Payment	Check	24656	4/2/2025	11,250.00	Hispanic Metropolitan Chamber	
Supplier Payment	Check	24657	4/2/2025	1,062.85	Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh	
Supplier Payment	Check	24658	4/2/2025	388.30	J-2 Blueprint Supply Co.	
Supplier Payment	Check	24659	4/2/2025	500.00	John D Van Beek Music We Remember	
Supplier Payment	Check	24660	4/2/2025	54,361.00	JS MD Sigma	
Supplier Payment	Check	24661	4/2/2025	3,225.00	Keller Associates Inc	
Supplier Payment	Check	24662	4/2/2025	2,970.00	Kramer Gehlen & Associates	
Supplier Payment	Check	24663	4/2/2025	61,200.29	L.N. Curtis & Sons	
Supplier Payment	Check	24664	4/2/2025	4,504.10	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	24665	4/2/2025	31,266.72	Language Line Services, Inc.	
Supplier Payment	Check	24666	4/2/2025	33,000.00	Liberty Mutual Group Inc.	
Supplier Payment	Check	24667	4/2/2025	764.30	Mallory Safety & Supply LLC	
Supplier Payment	Check	24668	4/2/2025	4,824.11	McCrometer, Inc.	
Supplier Payment	Check	24669	4/2/2025	6,560.29	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	24670	4/2/2025	3,163.82	National Safety Inc	
Supplier Payment	Check	24671	4/2/2025	29,534.80	Northwest Construction General Contracting Inc	
Supplier Payment	Check	24672	4/2/2025	1,000.00	Odyssey World International Education Services	
Supplier Payment	Check	24673	4/2/2025	326.10	Pallet PBC	
Supplier Payment	Check	24674	4/2/2025	9,416.84	Parametrix, Inc	
Supplier Payment	Check	24675	4/2/2025	155.00	Porter W Yett Company	
Supplier Payment	Check	24676	4/2/2025	6,157.80	Proforce Marketing Inc	
Supplier Payment	Check	24677	4/2/2025	7,424.00	Rapid Response Bio Clean Inc.	
Supplier Payment	Check	24678	4/2/2025	11,578.50	RH2 Engineering, Inc.	
Supplier Payment	Check	24679	4/2/2025	1,436.72	River City Environmental	
Supplier Payment	Check	24680	4/2/2025	4,550.00	Robert O Garrett	
Supplier Payment	Check	24681	4/2/2025	3,280.25	Roger Hoyt	
Supplier Payment	Check	24682	4/2/2025	5,750.50	SafeFire LLC	
Supplier Payment	Check	24683	4/2/2025	8,600.00	Samon Creek Koelsch Operations LLC	
Supplier Payment	Check	24684	4/2/2025	19,152.34	San Diego Police Equipment Co Inc	
Supplier Payment	Check	24685	4/2/2025	1,421.04	Schachtel Corporation	
Supplier Payment	Check	24686	4/2/2025	328.29	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	24687	4/2/2025	17,722.62	State of Washington Department of Ecology - Remit-To: State of Washington Department of Ecology	
Supplier Payment	Check	24688	4/2/2025	2,922.00	State of Washington Department of Health - Remit-To: WA Dept of Health	
Supplier Payment	Check	24689	4/2/2025	1,316.99	State of Washington Department of Transportation - Remit-To: WADOT - PO Box 47305	
Supplier Payment	Check	24690	4/2/2025	14.98	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	24691	4/2/2025	76.11	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	24692	4/2/2025	10.36	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	24693	4/2/2025	961.78	Towing & Recovering Services Inc	
Supplier Payment	Check	24694	4/2/2025	3,020.21	Triple J Enterprises	

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

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	Check	24695	4/2/2025	5,007.36	UKG Kronos Systems LLC - Remit-To: Atlanta	
Supplier Payment	Check	24696	4/2/2025	21,384.04	United States Postal Service - Remit-To: United States Postal Service Caples	
Supplier Payment	Check	24697	4/2/2025	9,022.10	Universal Applications Inc	
Supplier Payment	Check	24698	4/2/2025	195.00	Vancouver Granite Works Inc	
Supplier Payment	Check	24699	4/2/2025	110.48	Vestis Group, Inc - Remit-To: Vestis - Pasadena	
Supplier Payment	Check	24700	4/2/2025	163.06	W.B. Sprague Co. Inc.	
Miscellaneous Payment	Check	24701	4/2/2025	100.00	Burton Ridge Neighborhood Association	2025 Resource Conservation Challenge
Miscellaneous Payment	Check	24702	4/2/2025	25.00	Jacob Luthardt	Reimbursement for parking fee on 3/17/2025
Miscellaneous Payment	Check	24703	4/2/2025	313.67	Jasmine Alayadhi	RES-366317 (jobsite: 15911 NE 4th Way)
Miscellaneous Payment	Check	24704	4/2/2025	1,241.00	Mackay Sposito	ENG-84766 (jobsite: 5713 NE Fourth Plain Blvd)
Miscellaneous Payment	Check	24705	4/2/2025	84.00	Michael Smith	Refund duplicate payment to INV#77070507
Miscellaneous Payment	Check	24706	4/2/2025	29,159.38	Pacific Plumbing and Drain	Invoice # 57304835 - Hamir Holdings LLC (10910 NE Fourth Plain Blvd)
Miscellaneous Payment	Check	24707	4/2/2025	583.87	PLS Engineering	Refund parking permits #COV14359, COV14358, COV1384 and COV14162
Miscellaneous Payment	Check	24708	4/2/2025	278.00	Professional Credit Service	Quail Run Apartments
Miscellaneous Payment	Check	24709	4/2/2025	359.00	Red Hawk Fire Protection	FRI-365228 (jobsite: 320 NE 184th Ave)
Miscellaneous Payment	Check	24710	4/2/2025	688.47	Ryan Bowman	Refund parking permit #COV14430
Miscellaneous Payment	Check	24711	4/2/2025	120.00	Shumway Neighborhood Association	2025 RecycleU
Miscellaneous Payment	Check	24712	4/2/2025	2,126.33	Vancouver Housing Authority	Overpayment on utility account#0500006207-01 (Fourth Plain Community Commons 11/30/23 - 9/30/24)
			Check	**550,497.40**		
Expense Payment	Direct Deposit	EFT-00291545	4/3/2025	248.10	Jason Oldham	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00291546	4/3/2025	38.46	Shane LaBeck	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00291547	4/3/2025	170.35	Mark Bennett	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00291548	4/3/2025	85.00	Carlos Cedeno-Contreras	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00291549	4/3/2025	210.00	Katherine Grose	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00291550	4/3/2025	442.00	Jamie Spinelli	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00291551	4/3/2025	333.00	Lupe Pelayo	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00291552	4/3/2025	301.00	Paul Harris	Travel Advance
Expense Payment	Direct Deposit	EFT-00291553	4/3/2025	70.00	Darren McShea	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00291554	4/3/2025	110.00	Noah Hilliker	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00291555	4/3/2025	44.25	James Dewey	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00291556	4/3/2025	98.44	Tricia Juettemeyer	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00291557	4/3/2025	14.20	Kristin Smith	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00291558	4/3/2025	735.51	Kassidy Owen	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00291559	4/3/2025	1,282.12	Diana Perez	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00291560	4/3/2025	46.92	Ty Stober	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00291561	4/3/2025	21.77	Justin Box	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00291562	4/3/2025	51.64	Sylvia Cossar	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00291563	4/3/2025	165.00	Geronia Coyle III	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00291564	4/3/2025	148.45	Almir Zelkanovic	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00291565	4/3/2025	11.40	Patrick Kennedy	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00291566	4/3/2025	11.89	Lonny Klugman	Employee Reimbursement
			Direct Deposit	**4,639.50**		
Supplier Payment	EFT	EFT-00291567	4/3/2025	2,869.68	Solid Waste Systems	
Supplier Payment	EFT	EFT-00291568	4/3/2025	295.48	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00291569	4/3/2025	2,406.47	Emerald Services Inc - Remit-To: Emerald - Dallas TX	
Supplier Payment	EFT	EFT-00291570	4/3/2025	75,928.80	Kennedy Jenks Consultants, Inc.	
Supplier Payment	EFT	EFT-00291571	4/3/2025	58,239.11	Wilson Oil Inc. - Remit-To: Wilson Oil Inc	
Supplier Payment	EFT	EFT-00291572	4/3/2025	120,117.00	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	EFT	EFT-00291573	4/3/2025	15,258.24	Whitney Equipment Company Inc	
Supplier Payment	EFT	EFT-00291574	4/3/2025	4,267.25	Terracon Consultants Inc	
Supplier Payment	EFT	EFT-00291575	4/3/2025	2,140.00	The Loudenback Corporation	
Supplier Payment	EFT	EFT-00291576	4/3/2025	16,043.22	Consor North America Inc	
Supplier Payment	EFT	EFT-00291577	4/3/2025	1,000.00	Kenneth Wallace Law PLLC	
Supplier Payment	EFT	EFT-00291578	4/3/2025	25,948.20	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00291579	4/3/2025	7,556.97	CivicPlus, LLC	
Supplier Payment	EFT	EFT-00291580	4/3/2025	360.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00291581	4/3/2025	4,408.88	Pitney Bowes Inc	
Supplier Payment	EFT	EFT-00291582	4/3/2025	375.00	Giving Solutions Group, LLC	
Supplier Payment	EFT	EFT-00291583	4/3/2025	114.18	Ziply Fiber	

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	EFT	EFT-00291584	4/3/2025	1,147.92	Harry's Key Service Inc	
Supplier Payment	EFT	EFT-00291585	4/3/2025	30,084.97	Metereaders LLC	
Supplier Payment	EFT	EFT-00291586	4/3/2025	3,475.00	VITA Elementary PTSA	
Supplier Payment	EFT	EFT-00291587	4/3/2025	3,800.00	Enspire Arts	
Supplier Payment	EFT	EFT-00291588	4/3/2025	4,074.70	Tapani Inc	
Supplier Payment	EFT	EFT-00291589	4/3/2025	7,232.49	Commonstreet Consulting, LLC	
Supplier Payment	EFT	EFT-00291590	4/3/2025	6,751.41	Work Right NW	
Supplier Payment	EFT	EFT-00291591	4/3/2025	7,835.67	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00291592	4/3/2025	674.78	Fehr & Peers	
Supplier Payment	EFT	EFT-00291593	4/3/2025	544.77	Branlo Enterprises, LLC	
Supplier Payment	EFT	EFT-00291594	4/3/2025	11,645.12	Operations Management International Inc	
Supplier Payment	EFT	EFT-00291595	4/3/2025	6,050.00	JCI Jones Chemicals, Inc.	
Supplier Payment	EFT	EFT-00291596	4/3/2025	3,913.20	Construction Group International LLC - Remit-To: Construction Group International LLC	
Supplier Payment	EFT	EFT-00291597	4/3/2025	4,801.00	Apex Hood Cleaning	
Supplier Payment	EFT	EFT-00291598	4/3/2025	4,000.00	The Amy VanCamp Experience LLC	
Supplier Payment	EFT	EFT-00291599	4/3/2025	91,799.05	Halbert Construction Services LLC	
Supplier Payment	EFT	EFT-00291600	4/3/2025	1,706.59	Western Water Works Supply Co Inc	
Supplier Payment	EFT	EFT-00291601	4/3/2025	28,172.51	Alta Planning & Design	
Supplier Payment	EFT	EFT-00291602	4/3/2025	99,786.60	Journal Technologies, Inc	
Supplier Payment	EFT	EFT-00291603	4/3/2025	15,163.65	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00291604	4/3/2025	13,854.18	David Evans and Associates, Inc.	
Supplier Payment	EFT	EFT-00291605	4/3/2025	423.84	Pacific Landscape Services Inc	
Supplier Payment	EFT	EFT-00291606	4/3/2025	7,192.31	Waxie's Enterprises Inc	
Supplier Payment	EFT	EFT-00291607	4/3/2025	100.00	Clark County Latino Youth Leadership	
Supplier Payment	EFT	EFT-00291608	4/3/2025	122,138.72	Key Code Media, Inc	
Supplier Payment	EFT	EFT-00291609	4/3/2025	3,420.00	Thrive2Survive	
Supplier Payment	EFT	EFT-00291610	4/3/2025	59,466.51	SDB Inc	
Supplier Payment	EFT	EFT-00291611	4/3/2025	450.00	Thomas Garvey	
Supplier Payment	EFT	EFT-00291612	4/3/2025	11,154.92	YWCA Clark County	
Supplier Payment	EFT	EFT-00291613	4/3/2025	2,333.33	Sharon Svec	
Supplier Payment	EFT	EFT-00291614	4/3/2025	2,646.62	Continuant, Inc.	
			EFT	**893,168.34**		
Supplier Payment	Manual Wire		3/31/2025	947,409.42	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		4/1/2025	3,553.41	Internal Revenue Service	
Supplier Payment	Manual Wire		4/1/2025	11,361.19	Global Payments Inc	
Supplier Payment	Manual Wire		4/3/2025	342,980.86	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		4/3/2025	30,079.60	Washington Dental Service	
Supplier Payment	Manual Wire		4/4/2025	26,638.86	United States Postal Service	
Supplier Payment	Manual Wire		4/4/2025	205,439.06	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		4/4/2025	646,754.94	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		4/4/2025	10,716.91	VSP Vision Care Inc	
Supplier Payment	Manual Wire		4/4/2025	53,292.68	Liberty Mutual Group Inc.	
			Manual Wire	**2,278,226.93**		
			Checks	**550,497.40**		
			Direct Deposit	**4,639.50**		
			EFT	**893,168.34**		
			4/7/2025	5,707.08	City Payments	Posted 03-31-25 to 04-06-25
			Hansen Total	**5,707.08**		
			4/7/2025	250.00	Miscellanous	Parks Class Refunds FCC 03-31-25 to 04-06-25
			4/7/2025	549.33	Miscellanous	Parks Class Refunds MCC 03-31-25 to 04-06-25
			VISA Total	**799.33**		
			Payroll Total	**0.00**		
			GRAND TOTAL	**3,733,038.58**		

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City of Vancouver
Payroll Council Report
March 10, 2025 - March 30, 2025

Check No.	Date	Explanation	Amount
		No payroll this period	

$ -

AN ORDINANCE amending chapter 20.690 Vancouver Municipal Code (VMC) to expand the land use development choices for Section 30 property owners that entered into pre-annexation development agreements (PADAs) with Clark County, which are now binding on the City of Vancouver (City); to provide clarity to other existing provisions; to provide for severability; and setting an effective date.

Staff Report: 066-25

To: Mayor and City Council
From: City Manager
Date: April 14, 2025

Subject
Section 30 Development Code Changes

Key Points

- City staff initiated a set of proposed text amendments to VMC 20.690 “Section 30 Employment Center Plan District” that are intended to result in better land use outcomes by introducing an “alternative path” to existing development regulations for property owners in Section 30 that have certain development rights under a Pre-Annexation Development Agreement (PADA). Such text amendments would reduce certain requirements and allow for an administrative review of development plans, in exchange for said property owners relinquishing their rights to develop the property for uses that are seen as being inconsistent with city goals through an amendment to their development agreements.
- The proposed alternative path would be optional for eligible property owners, and is intended to be attractive enough for them to abandon plans to develop their property for low employment uses such as warehouses, mini-storage, asphalt batch plants, etc., as well as low-density residential uses which are seen as inconsistent with the City’s vision of the area as being a higher density, mixed use area.
- The Planning Commission held a public hearing on the proposed amendments to VMC 20.690 on February 11, 2025 and voted unanimously to recommend approval of the changes to City Council with one additional condition, that the ordinance be amended to state that "PADA holders must amend their existing Development Agreements in alignment with the alternative code path within 120 days of Council adoption of the ordinance."

Strategic Plan Alignment
Economic Opportunity – a place where a wide variety of businesses of all sizes grow and thrive

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

Vibrant and Distinct Neighborhoods – a variety of accessible places and spaces

Present Situation
Background of Section 30 and Proposed Code Amendments

Section 30 is nearly a square mile in size and is located in the northeast corner of the city, bounded on the north by NE 18th Street, on the south by NE 1st Street, on the west by NE 172nd and 179th Avenues, and on the east by NE 192nd Avenue. It is zoned ECX, Employment Center Mixed Use. Section 30 was annexed into the City in 2008. At the time it was annexed, most of the properties were active rock and gravel mining operations and, except for some related activity, these rock operations have been discontinued. In order to gain the property owners' support for Section 30 being annexed, the City entered into a number of pre-annexation development agreements (also known as PADAs) that provided property owners with rights to continue existing uses and develop their properties for any use that was allowed at the time of annexation, including any uses that were allowed on the Columbia Tech Center (CTC) properties to the south, such as detached single family residential.

In 2009, following annexation, City Council adopted a subarea plan and ECX, Employment Center Mixed Use zoning for Section 30, which envisions a mix of commercial, light industrial and multifamily residential uses – essentially a future employment center with supporting services. The ECX zoning requires that new developments be approved through a Type IV master plan process with final approval by the City Council.

The PADA's for the two largest property holdings were set to expire in 2026 (now 2027), and their owners feel significant pressure to develop their properties under the uses and standards vested in their development agreements. This could result in developments and uses that are wildly inconsistent with the Section 30 Plan, including large warehouses, asphalt batch plants, and even detached single-family residences, which City staff are seeking to avoid in this area. Late in 2023, two properties in Section 30 received approval for uses allowed under the development agreements that would not have been allowed under the current zoning, including a 300-lot detached single-family subdivision and a 450,000 square foot warehouse. Uses which are allowed by the PADA's, but which were identified by staff as potentially problematic include: large warehouses, single-family detached homes, motor vehicle sales/rental, motor vehicle servicing/repair, self-service storage, bulk sales, concrete mixing and batching, car washes, aggregate products, mining and related uses, asphalt batch plant, and outdoor sales. Staff came to the conclusion that, without city intervention, nearly 40% of Section 30 was vulnerable to development for similar uses allowed by the development agreements (D.A.), but which would be inconsistent with city goals.

Staff initiated discussions with the two largest PADA holders that were pursuing development applications to see what, if anything, the City might be able to do to encourage greater density and mix of uses. Representatives of Tapani Construction, which controls 41 acres, and Rotschy Construction, which controls 214 acres, both said they would be open to exploring an "alternative path" if two things happened: 1) if more time could be provided under their current development agreements to allow for different uses to be considered and approved, and 2) if some flexibility could be provided in regard to the minimum development standards and the required Type IV review process.

Staff discussed the situation with City Council at a March 2024 workshop and, recognizing the urgency of taking action to prevent further incompatible development, Council directed staff to undertake discussions with the two property owners to determine what code changes might provide an alternative path for PADA holders. Council later approved a one-year extension of the Tapani and Rotschy PADA's on June 10, 2024, to allow time for city staff to discuss possible code amendments with the two key property owners.

Since early 2024, staff from Community Development, Economic Prosperity & Housing and Public Works departments have been meeting regularly with representatives of Tapani Construction and Rotschy Construction to discuss their plans and ideas for future development and possible changes to the Section 30 Planned District standards that would be needed for them to be willing to give up

their development rights to certain uses. Meanwhile, HP, Inc. has begun construction on their 98+ acre office and manufacturing campus in the southern half of Section 30, the City has started construction to lower and widen SE 1st Street to the south, and Rotschy has begun installing streets and utilities to serve the approved 300-lot single-family subdivision in the north-central area of Section 30. HP, Inc. has submitted comments on the proposed text amendments primarily in regard to their interest in ensuring uses that would be compatible with their office and manufacturing campus.

On February 11, 2025, the Planning Commission held a public hearing to consider proposed changes to the Section 30 development standards that would apply to PADA holders and, following public testimony, unanimously recommended approval of the proposed code changes to City Council with the condition that to be eligible for the "Alternative PADA Path," PADA holders must obtain approval for an amended PADA by City Council within 120 days of adoption of the Section 30 code changes.

Summary of Proposed Changes to VMC 20.690 (See Ordinance for the full text of proposed amendments)

- Establish a new optional “alternative path” for eligible property owners in Section 30 which provides more flexibility in uses and minimum development standards in exchange for them relinquishing rights under existing development agreements to develop the properties for uses that the City views as inconsistent with the vision for Section 30;
- In order to incentivize PADA holders to follow this new alternative path, higher-density residential and mixed use would be allowed on all of their property (versus 30% under the current development agreements), while still allowing for office, manufacturing and other light industrial uses;
- The review process under the alternative path would be a Type 2 site plan review application (or a Type 2 or 3 land division application if parcels are to be divided), rather than a Type 4 master plan application, which will save property owners significant costs, increase predictability and shorten the review processing time;
- The Section 30 Design Guidelines would not apply to those properties which utilize the ‘Alternative PADA Path;
- To encourage more high-density residential with supporting commercial uses on PADA properties, the Urban Neighborhood Overlay requirements of Section 30 would be modified to a) permit more than two Urban Neighborhood Overlay areas, and b) eliminate the maximum area of an Urban Neighborhood Overlay area of 50 acres;
- Section 30 development standards may be modified where indicated in the proposed text as “Alternative PADA Path.” Where such text does not exist, the current development standards will apply to projects on PADA properties;
- Subsequent to the Planning Commission hearing, staff determined that several edits to the draft code suggested by HP, Inc., a neighboring property owner, would be appropriate. The below recommended additions will require Council action in order to incorporate them into the code language that the Planning Commission reviewed: 1) Add "Alternative PADA Path: The Section 30 Design Guidelines shall not apply" after sections 20.690.040B, 20.690.040D4, 20.690.060D4, 20.690.070D8, 20.690.070E2, 20.690.070E4b, and 20.690.070E7b; and 2) Add "Alternative PADA Path: Any proposed focal point that is not a main street shall be a minimum of 10,000 square feet in area with no dimension less than 80 feet."

Advantage(s)

1. Providing flexibility for PADA holders will result in better land use outcomes, because in exchange for accessing alternative standards, they would forgo their rights to build low-density

residential uses and certain low-employment industrial uses.
2. The proposed "alternative PADA path" will enable uses and developments that are more consistent with the current Section 30 standards than would otherwise be allowed under pre-annexation development agreements.

Challenge(s)

The proposed code changes provide an optional path for the PADA holders, and the City hopes that they will take it. However, the improved land use outcomes will only be realized if the PADA holders "opt in" and abandon their rights to develop their property for certain land uses.

Budget Impact

No budget impacts anticipated.

Prior Council Review

- March 25, 2024, Workshop
- June 10, 2024, Workshop
- April 7, 2025, Consent

Action Requested

On Monday, April 14, 2025, upon second reading and a public hearing, approve the ordinance amending VMC 20.690 entitled "Section 30 Employment Center Plan District".

Staff Contact

Chad Eiken, Community Development Director, Chim Chune Ko, Principal Project Manager, chad.eiken@cityofvancouver.us, ChimChune.Ko@cityofvancouver.us

Attachments:

1. Presentation
2. Ordinance
3. 11Feb2025 PC Meeting Minutes Approved
4. PC Staff Report Section 30 11Feb2025 PC Hearing
5. HP Comment Letter to Planning Commission dated 7Feb2025
6. Staff Response to HP Comment Ltr 11Feb2025 combined
7. SEPA Checklist Section 30 Code Changes 10Jan2025
8. SEPA DNS Section 30 Code Changes 10Jan2024
9. Sec 30 SEPA DNS Notice of Extension of Comment Period 11Feb2025



CITY OF Vancouver WASHINGTON

Proposed Amendments to VMC 20.690 - Section 30 Plan District

City Council
Public Hearing

Chad Eiken, Director, CDD

Chim Chune Ko, Real Estate Project Mgr., EP&H

April 14, 2025

Agenda



Section 30 Background



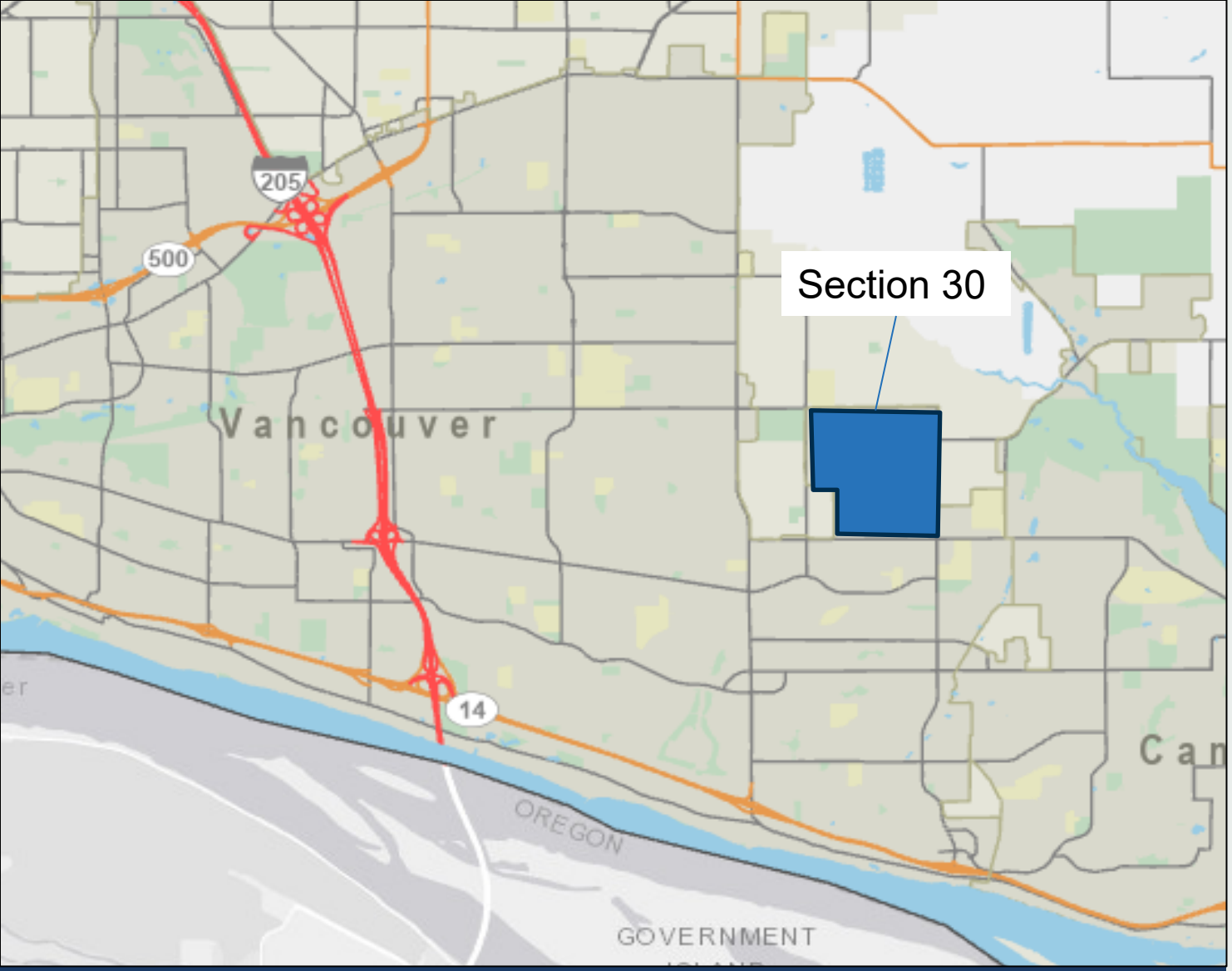
Pre-Annexation Development Agreements



Alternative Approach to Improve Outcomes



Proposed Code Adjustments

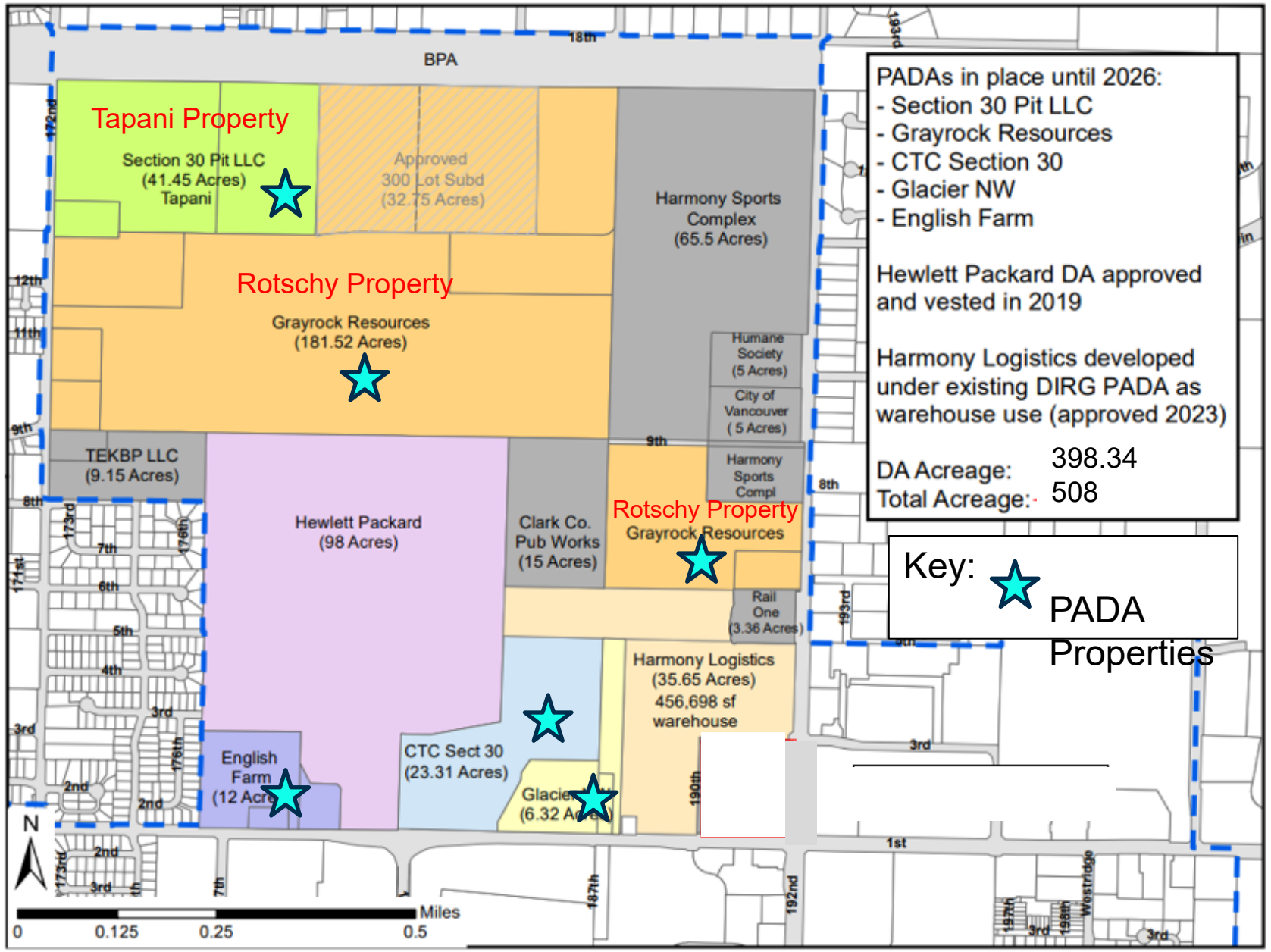


Background

- Section 30: 508 acres annexed in 2008
- Pre-Annexation D.A.'s (PADAs) allow a wide variety of uses
- Section 30 Subarea Plan and standards adopted in 2009
- City vision: Mixed use employment center

Background

Section 30 Property Ownership





Development Outcomes Uncertain

- Pre-Annexation Development Agreements (PADAs) allow development uses and standards in place prior to annexation
- PADAs expire in 2026
- Property owners have incentive to vest to allowed (pre-annexation) uses prior to expiration of PADAs

PADA Uses of Concern

Development types inconsistent with Section 30 Plan

- Warehouse/distribution
- Single-family detached homes
- Motor vehicle sales/rental
- Motor vehicle servicing/repair
- Self-service storage
- Bulk Sales
- Concrete mixing and batching
- Car washes
- Aggregate products
- Mining and related uses
- Asphalt batch plant
- Outdoor Sales

Market Context

Delay in development could benefit all parties

- Noticeable deterioration in market conditions for all development types
- Minimal demand for new office and other high job density development
- Increased costs associated with new residential development have dampened interest for high density development especially outside of downtown
- Interest in property acquisition by experienced developers may increase as market conditions improve
- Alternative path for PADA holders would relieve pressure to build uses vested under existing D.A.'s by providing an additional 3 years in addition to existing ability to vest site plans for up to 7 years

Proposed Solution for Better Use Outcomes

- Extend PADAs for 1 year initially to allow for code changes and more substantive D.A. amendments (Completed 6/10)

- Adopt code changes that allow for an alternative approach closer to Section 30 vision for PADA properties, offering flexibility in standards and process

- Extend the term of the PADAs by two-and-a-half additional years for any property owner who 1) commits to the alternative path and 2) forgoes their rights to vested uses of concern under the PADA

Key Proposed Code Amendments

- Create an ‘alternative path’ for PADA holders in development code if they waive their right to certain vested land uses
- No master plan requirement; use of Type II site plan process instead; Section 30 design guidelines would not apply
- Allow for increase in achievable residential density by allowing more than two Urban Neighborhood Overlays (UNOs) in Section 30 which may be larger than 50 acres
- Flexibility provided for other standards such as setbacks, parking, access, block length, blank walls, rain protection, ground floor residential uses, etc.
- Net result: Encourages more residential, prohibits low-employment uses such as warehouses & mini-storage; would still allow higher employment uses



Public Engagement

- 3/25/24 Council workshop
- 6/10/24 Rotschy and Tapani PADAs amended by Council: 1 year extension
- 10/8/24 Planning Commission Workshop
- 11/12/24 Planning Commission Workshop
- 12/20/25 Meeting with HP, Tapani, Rotschy representatives
- 1/10/25 SEPA DNS Issued
- 2/11/25 Planning Commission Hearing



Planning Commission Recommendation

On February 11, 2025, following a public hearing, the Planning Commission voted 7-0 to recommend approval to the City Council, with one additional requirement that PADA holders amend their existing Development Agreements in alignment with the alternative code path within 120 days of Council adoption.

This language has been added to the draft



Additional Staff Recommended Changes

In response to a public comment letter, staff recommends the following text:

1. "Alternative PADA Path: Section 30 Design Guidelines shall not apply" in several additional places; and
2. "Any proposed focal point that is not a main street shall be a minimum of 10,000 square feet in area with no dimension less than 80 feet."



Approval Criteria

Per VMC 20.285.070A:

Text amendments to VMC Title 20 zoning standards shall demonstrate the following:

1. *The proposal is consistent with applicable policies of the Vancouver strategic plan and comprehensive plan; and*

2. *The proposal is necessary to further the public interest based on present needs and conditions.*

Questions



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ORDINANCE M - _____

AN ORDINANCE amending chapter 20.690 Vancouver Municipal Code (VMC) to expand the land use development choices for Section 30 property owners that entered into pre-annexation development agreements (PADAs) with Clark County, which are now binding on the City of Vancouver (City); to provide clarity to other existing provisions; to provide for severability; and setting an effective date.

WHEREAS, Section 30 is an area of the City previously predominated by mineral extraction uses, and which is in the process of developing away from those uses to more urban uses; and

WHEREAS, the City previously adopted chapter 20.690 VMC, Section 30 Employment Center Plan District, in 2009 to provide vision, goals and policies for how Section 30 land use development would occur, and to "…provide clear objectives for those proposing to develop in Section 30 Plan area; maintain and enhance property values; promote economic provision of public services; and ensure that each development or project fits with its neighbors and within the Subarea." VMC 20.690.010; and

WHEREAS, the City Council has determined that PADA allowed land uses and processes don't necessarily reflect the current vision and land use goals of City Council due to changed demographic and economic conditions; and

WHEREAS, the PADAs entered into by various Section 30 owners are nearing the end of their term, however there are mutually beneficial reasons for the City and PADA holders to modify

certain terms of the PADAs, including extending the duration of the agreements to ensure that land uses on these properties is both economically beneficial for the owners and helps the City achieve policy goals adopted by City Council; and

WHEREAS, the proposed revisions to chapter 20.690 VMC would provide PADA holders greater flexibility in developing their property in ways better aligned with the City's goals and vision; and

WHEREAS, the Planning Commission considered these proposed changes on February 11, 2025 and recommended that City Council approve the same through its adopted Findings, which are adopted by City Council as part of this Ordinance.

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

Section 1. Amendment. Vancouver Municipal Code 20.690.030, Allowed Uses, is amended as follows:

20.690.030 Allowed Uses.

A. Development Agreements in existence on the effective date of this ordinance control the uses and development standards of some of the properties in the Plan District. In order to protect the investments made in reliance upon such agreements, improvements made or site plans approved consistent with these agreements shall not be deemed nonconforming.

B. *Zoning designations*. Property within the Plan District is zoned Employment Center Mixed-use (ECX). Additionally, an Urban Neighborhood Overlay that may be located in two areas of the Plan District is established under Chapter~~VMC~~ 20.690.070 VMC, Section 30 Urban Neighborhood Overlay. The zone designations and overlay enable development in accordance with the adopted policies of the Section 30 Employment Center Plan.

C. Properties with recorded Development Agreements, following the provisions of this Plan District related to allowed uses and development standards is optional. Properties with a Development Agreement shall develop under one of the following choices:

1. Under the provisions for uses and standards determined by the recorded Development Agreements, or

2. Under the provisions of the zoning code as it exists on the date of application including uses and standards, or

3. Under the provisions for uses determined by the Development Agreements and code standards existing on the date of application, or.

4. Alternative PADA Path. In order to encourage properties with valid pre-annexation development agreements (PADAs) to be developed for higher density mixed use projects, additional flexibility is allowed as stated below. Any standard not modified by this section shall apply as written for applications which utilize the Alternative PADA path:

a. Eligibility. To be eligible for the below alternative approval process and modified development standards, the holder of a PADA shall first obtain City Council approval of a revised development agreement that relinquishes the right to develop their property for the following uses: Warehouse/distribution; motor vehicle sales/rental; motor vehicle servicing/repair; self-service storage; bulk sales; outdoor sales (retail sale of landscaping materials allowed); single family detached residences; asphalt batch plant; car wash; aggregate products (retail rock sales allowed); and mining and related uses post reclamation.

b. Alternative approval process. The PADA Alternative Path shall not require master plan approval. Instead, land use review process shall be a Type II site plan review per the approval criteria of Chapter 20.270 VMC (Site Plan Review) and development standards of 20.690.040 and 20.690.070 as modified herein. Additionally, a proposed division of the property shall require either a Type II (short plat) or Type III (subdivision) approval. In either case, the application must show compliance with the Section 30 Plan District requirements as modified herein.

c. Modifications to Development Standards. Standards and requirements of this chapter shall be modified in VMC 20.690.040 through 20.690.070 as indicated by the statement "[Alternative PADA Path]."

d. The Section 30 Design Guidelines shall not apply to those properties which utilize the Alternative PADA Path.

e. Density within an Urban Neighborhood Overlay development shall be derived by dividing the net buildable area of the subject property (gross area less the total aggregate area for public or private streets and alleys, schools or other public facilities, including but not limited to parks that are accessible to the public) by the applicable lot size or area per unit.

f. The development options identified as an Alternative PADA Path in this subsection 4 may only be utilized under the following conditions:

1. By a Section 30 property owner that is a party to a valid pre-annexation development agreement with the City; and

2. That Section 30 property owner has executed an Amended PADA with the City between the dates of April 15, 2025 and September 2, 2025.

D. *Master Planning Required*. All development, including properties with an existing Development Agreement shall be subject to the master plan process contained in VMC 20.690.050, Master Planning. Properties applying for an existing use expansion, VMC 20.690.030(E) are exempt from the Master Plan Process. The Planning Official may at his or her discretion exempt or limit master planning process requirements for individual development proposals whose development has no significant area wide infrastructure or land use implications. [Alternative PADA Path: Master plan approval shall not be required.]

E. *Existing use expansion*. Existing uses established before the time of the adoption of the ordinance codified in this section may expand subject to review criteria contained in VMC 20.690.050(C), Review Criteria and Process, and the review procedures contained in Chapter 20.210 VMC, Decision Making Procedures.

F. Mining and related uses are allowed as specified in Chapter 20.540 VMC, Surface Mining Overlay District, and as permitted in Development Agreements.

G. Future urban uses are allowed as specified in Table 20.440.030-1 for the ECX zone.

20.690.040 Development Standards.

Development within the Plan District shall be subject to the development standards contained in VMC 20.440.040 and 20.440.050 except as modified herein. Urban Neighborhood Overlay 3 development is subject to the development standards contained in VMC 20.690.070, Section 30 Urban Neighborhood Overlay. [Alternative PADA Path: Development shall be subject to the development standards in VMC 20.690.070, Section 30 Urban Neighborhood Overlay.]

A. New Heavy Industrial (IH) land uses allowed by recorded Development Agreements shall not abut an existing Urban Neighborhood Overlay development unless separated by a major physical barrier (such as topographic break, collector street, water feature, or open space) that will reduce impacts to any commercial and residential activity.

B. *Maximum Building Heights*. Building heights shall not be restricted within the ECX zoned properties of the Plan District. Refer to the Section 30 Design Guidelines for proposed development along the southwestern quarry slope. [Alternative PADA Path: The Section 30 Design Guidelines shall not apply.]

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Requires codification

C. Drive-through uses shall be limited to within parking structures or building.

D. *Building Setbacks*.

1. Any development adjacent to the Principal Arterial streets bordering the Section 30 Plan District shall provide a 20-foot minimum landscaped setback from the back of sidewalk. [Alternative PADA Path: Setbacks for Urban Neighborhood Overlays shall be subject to VMC 20.690.070(D)(4) & 20.690.070(E)(4).]

2. All other street setbacks shall be a landscaped 10-foot maximum from the back of sidewalk. An exception for up to a 20-foot maximum setback shall be allowed for proposed green street features, publicly accessible plazas, or due to topographic constraints. [Alternative PADA Path: Setbacks for Urban Neighborhood Overlays shall be subject to VMC 20.690.070(D)(4) & 20.690.070(E)(4).]

3. New Heavy Industrial uses allowed by recorded Development Agreements shall provide a minimum 10-foot landscaped side and rear set back. Landscape shall include shrubs to form a six-foot-high buffer screen 95 percent opaque year-round.

4. All landscaped setbacks shall at a minimum meet the Section 30 Landscape Design Guidelines. [Alternative PADA Path: The Section 30 Landscape Design Guidelines shall not apply.]

E. Parking spaces provided for individual uses shall be no less than 80 percent of the minimum required indicated in Table 20.945.070-2, and no more than 115 percent to the amount provided in Table 20.945.070-2. The planning official may approve parking beyond the maximum or a parking reduction from the required minimum based on a parking study that justifies the change. Structural parking is permitted subject to the design standards contained in VMC 20.945.060. Structural parking shall count toward the minimum but not the maximum number of parking stalls. [Alternative PADA Path: Parking spaces for individual uses shall be no less than 50 percent of the minimum required as indicated in Table 20.945.070-2. Parking for Urban Neighborhood Overlays shall be subject to VMC 20.690.070(D)(10) & 20.690.070(E)(10).]

F. A shared use path shall be developed along 192nd Avenue and shall be designed at a minimum similarly to the existing shared use path on 192nd Avenue south of SE 1st Street.

G. *Roadways and Access*.

1. Collector arterial roadway alignment shall be consistent with the conceptual roadway alignments shown in the Section 30 Employment Center Plan document.

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2. Connections to streets that border Section 30 Plan District shall be substantially as shown in the Section 30 Employment Center Plan document.

3. All collector arterial to collector arterial intersections internal to the Plan District (excludes the four surrounding arterials) shall be roundabout intersections. Use of roundabouts for local roadway connections is also encouraged to promote system efficiency and create a unique identity.

4. Traffic calming and context sensitive design shall be incorporated into the design of all internal roadways.

5. The maximum block ~~face~~ length within the Plan District shall be 600 feet generally, and 300 feet in the Urban Neighborhood Overlay areas. [Alternative PADA Path: Multi-use paths of at least 12 feet in width that allow access from the public way into the development may be used to meet maximum block spacing of 600 feet generally in the Plan District and 300 feet generally in the Urban Neighborhood Overlay areas. Such pathways shall provide pedestrian scale lighting. If found to be infeasible due to severe topographic constraints, this overall requirement may be modified by the Planning Official.]

6. All new streets and street improvements shall meet the intent of the Section 30 Design Guidelines.

H. For collector arterial streets, street trees that provide a large, wide canopy shall be selected from the Street Tree Selection List found in Appendix A of the city's Street Tree Manual.

20.690.050 Master Planning. [Alternative PADA Path: This section shall not apply.]

A. *Overall*. An approved Master Plan as described herein is required prior to development in the Plan District in order to ensure development is consistent with the Section 30 Employment Center Plan. Mining activities are expected to continue on portions of this site for several years, but portions may redevelop in the near future. Master plans shall address long term development of the entire Plan District as shown in Figure 20.690-1, and shall include consideration of long term development of the entire plan area, particularly in regard to street and pedestrian connectivity, transitional grades between developments, stormwater management, open space connectivity, utility service and traffic impacts.

B. *Contents*. Master Plans shall address the following:

1. Proposed grading and final elevations for all portions of the site, including transitional grades to adjacent properties.

2. Proposed employment uses, including location, lot size, and floor area ratio for industrial, office and commercial uses.

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3. Proposed residential uses including location, number of dwelling units and density.

4. Proposed location of any Urban Neighborhood Overlay areas governed by VMC 20.690.070.

5. Transportation analysis that:

a. Demonstrates consistency with the Section 30 Employment Center Plan and meets the intent of the Section 30 Design Guidelines.

b. Includes a map and narrative of the following:

i. On site public and private roads, alleys, parking and circulation including, an exhibit of roadway functional classifications, typical section, and design parameters, such as street grades, "green" strategies, and traffic calming for local roadways, bicycle and pedestrian facilities;.

ii. Future street circulation and connectivity plan covering adjacent properties within 600 feet of subject property;.

iii. Traffic Analysis and Mitigation plan;.

iv. Trip Reduction and Transportation Demand Management Plan; and

v. Parking Management plan if variance from parking requirements is proposed.

6. Utility and Facility analysis that includes a map and narrative of the following:

a. Public sewer, water and stormwater systems, demonstrating consistency with the Section 30 Employment Center Plan;

b. Parks, open spaces, plazas, and trails, demonstrating consistency with the Section 30 Employment Center Plan;

c. Private utilities – location; and

d. Schools, if any.

7. Analysis of impacts to the adjacent properties and mitigation proposed to achieve development envisioned in the Section 30 Employment Center Plan including future

streets, roundabouts, grading, utility service, site drainage, trails and open space and land use location.

8. Full Site Utilization Plan, refer to VMC 20.690.060.

9. A master landscape plan.

10. Anticipated phasing of development, site ownership, or common management provisions, if any.

11. Provisions for buffering adjacent mining or heavy industrial activities if applicable, at a level of detail sufficient to judge adequacy of buffering from adverse noise, dust and visual impacts. Noise attenuation shall meet standards for maximum permissible environmental noise levels contained in WAC 173-60-040 as adopted or amended for proposed uses.

12. Consistency between the Master Plan and the Section 30 Employment Center Plan and Plan policies.

13. Modification. Modifications to design and development standards may be processed as part of the request for master plan approval if the applicant can demonstrate compliance with the following approval criteria:

a. The modification(s) is warranted given site conditions and/or characteristics of the design; ~~and~~

b. The proposed change meets the intent of the development standards and Section 30 Employment Center Plan and is consistent with the Design Guidelines; ~~and~~

c. The proposed change will not result in a substantial impact to transportation, water, sewer, or storm water management systems; and

d. The proposed change is consistent with the VMC~~Vancouver Municipal Code~~ and the Vancouver Comprehensive Plan.

C. *Review Criteria and Process*. Master Plans shall be processed as a Type IV application considered initially by the Planning Commission with final decisions made by the City Council. The Master Plan shall be approved, approved with conditions, or denied upon findings that:

1. The Master Plan implements the Section 30 Employment Center Plan and requirements of this chapter; ~~,~~

2. Impacts from ongoing heavy industrial uses on adjacent properties will be buffered and

mitigated;.

3. The Master Plan is consistent with the Section 30 Design Guidelines or proposes standards that will achieve at least equal quality site development; and.

4. The Master Plan achieves the following objectives:

a. Provides for the potential of more intense urban development in the future and for compatibility between different land uses by meeting VMC 20.690.060, Full Site Utilization Plan requirements;.

b. Provides safe, cohesive and connecting street and sidewalk system that is consistent with the Section 30 Employment Center Plan:.

i. Plans and allows for connections to future development in the entire Plan District;.

ii. Generally meets the future collector street locations and substantially meets connections to streets outside of Section 30 as shown in the Section 30 Employment Center Plan document;.

iii. Provides a logical extension, continuation and interconnection of streets and bike/pedestrian access ways to serve circulation and access needs within the Section 30 Employment Center Plan document and adjoining neighborhoods;.

iv. Provides a multi-directional access and circulation to the street system similar to that provided by a traditional street grid with streets intersecting at 90- -degree angles at regular intervals of 200 to 600 feet;.

v. Provides full multimodal infrastructure and on-site facilities that promote the use of transit, pedestrian, and bike modes, as contemplated in the Section 30 Employment Center Plan; and.

c. Provides for a cohesive public utility (water, sewer, and stormwater) network that facilitates service to all areas within the Plan District, meets Section 30 Employment Center Plan policies and VMC 20.690.060, Full Size Utilization plan;.

d. Provides for an integrated park/open space and trail network that meets the standards of the currently-adopted Parks, Recreation and Cultural Services Comprehensive Plan~~Vancouver-Clark Parks & Recreation Comprehensive Parks, Recreation & Open Space Plan~~ and substantially meets the intent of the Section 30 Employment Center Plan Open Space, Trails and Public Facility policies;.

e. Provides landscaping that includes trees that will create an attractive community, maximize the use of native plant materials and meet the intent of the Section 30 Design Guidelines;~~,~~

f. Establishes property grades and finished elevations that allow for balanced grade transitions between properties;~~,~~

g. Retaining walls shall meet the intent of Section 30 Design Guidelines;~~,~~

h. Provides for shared parking where feasible; and~~,~~

i. Meets SEPA requirement.

D. *Master Plan Modification*.

1. *Process*.

a. No Amendment. Development applications, which differ from adopted Master Plans as follows, require no additional review under Title 20 VMC.

i. Changes to phasing, provided proposed development is fully identified in the Full Site Utilization Plan, VMC 20.690.060 in the adopted Master Plan.

ii. Refinement of building footprint, use mix, access, parking and landscaping provided the resulting site plan is consistent with the Full Site Utilization Plan, adopted Master Plan and the Section 30 Design Guidelines.

iii. Changes in the location and design of trails, so long as they are consistent with the adopted Master Plan, the Section 30 Employment Center Plan and Design Guidelines.

iv. Changes to the buffering provided for new development from adverse impacts of ongoing heavy industrial uses on adjacent properties, provided the result is the same or better attenuation of noise and dust and visual impacts.

v. Changes to the location of uses.

b. Type I Review – Changes to the Master Plan design guidelines provided proposed changes are consistent with the Section 30 Employment Center Plan and Design Guidelines and will not compromise the ability to achieve the overall quality of development proposed in the Master Plan.

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c. Type II Review

i. New buildings, so long as the additional development can be accommodated with only minor changes to the transportation, water, sewer, storm drainage systems, or the Full Site Utilization Plan, VMC 20.690.060 in the approved Master Plan.

ii. Significant changes to street locations or capacity.

iii. Significant reduction in the amount of public open space.

d. Type III Review – New buildings that result in the need for a significant change in the transportation, water, sewer, storm drainage systems, or the Full Site Utilization Plan, VMC 20.690.060 in the approved Master Plan.

e. Interpretation. The City ~~of Vancouver~~ retains the authority to assign the appropriate review process where application of this chapter is unclear, or inappropriate given the size of the modification involved.

2. *Modification Approval Criteria*.

a. The proposed change meets the intent of the Section 30 Employment Center Plan and is consistent with the Design Guidelines; ~~and~~

b. The proposed change will not result in a substantial impact to transportation, water, sewer or storm water management systems; ~~and~~

c. The proposed change will not result in adverse impacts to adjacent properties or uses; and

d. The proposed change is consistent with the VMC ~~Vancouver Municipal Code~~ and the Vancouver Comprehensive Plan.

20.690.060 Full Site Utilization Plan. [Alternative PADA Path: This section is not required but may be used, subject to agreed-upon performance timelines of future phases to be stated in a revised development agreement.]

A. Purpose: As Section 30 develops, ~~over the next 20 to 30 years;~~ careful site design can provide opportunities for additional development including additional buildings and structural parking. To fully realize future development opportunities, thoughtful placement of initial buildings and parking areas is essential. A Full Site Utilization Plan (FSUP) creates a vision of how a site can reach full urban center densities through phasing of development over time or through

demonstrating development potentials by showing a "shadow" plat or site plan of future development.

B. Applicability: All project proposals requiring a Master Plan shall submit an FSUP unless the project proposes urban density equal to or greater than a Floor Area Ratio of one.

C. Submittal Requirements: Show the following using the proposed Master Plan site plan as a base map:

1. Locations of potential future building pads or locations of potential parking structures;

2. Locations of potential future street rights-of-way that would create a more urban street grid;

3. Narrative describing potential building types, mix of uses, density achievements and vehicle parking requirements; and

4. Anticipated phasing of development and potential site plan submittal timelines.

D. Review Criteria and Process: In reviewing a proposed FSUP, the planning official shall approve the FSUP upon finding that:

1. The FSUP demonstrates a realistic assessment of future building types and sizes, and future parking needs;

2. The FSUP provides for realistic areas for future building pads and structured parking facilities;

3. The FSUP adequately represents the potential to achieve the street grid and circulation requirements of VMC 20.690.040; and

4. The proposal meets the intent of the Section 30 Design Guidelines. [Alternative PADA Path: The Section 30 Design Guidelines shall not apply.]

20.690.070. Section 30 Urban Neighborhood Overlay (Optional)

A. *Purpose*. The purpose of the Urban Neighborhood Overlay is to allow for the location of mixed use urban activity centers with quality living, shopping and gathering places for those working and living within the Section 30 urban employment center as described in the Section 30 Employment Center Plan vision, goals, and policies. This urban neighborhood balances livability with auto-oriented accessibility and incorporates design features and uses to encourage active pedestrian environments and a sense of community. The provisions of the urban neighborhood overlay shall determine the size, character and location of a proposed urban neighborhood.

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B. *Applicability*. No more than two urban neighborhoods may be proposed and located within the Section 30 Plan District boundary, Figure 20.690-1. The general locations of the overlays depicted in the Section 30 Employment Center Plan document are conceptual. The Urban Neighborhood Overlay is applicable to the entire area shown on Figure 20.690-1. [Alternative PADA Path: The number of UNOs may exceed two if the minimum residential density is 22 units per net acre for any residential or mixed use project in more than two UNOs areas.]

C. *Urban Neighborhood Form*. The urban neighborhood includes both a mixed use center and an adjacent residential area that is master planned as a cohesive whole. Each urban neighborhood shall be no larger than 50 acres and include no less than 850 housing units. If the minimum average density is not achieved at the outset, the required FSUP included with the Master Plan shall demonstrate how the density can ultimately and realistically be achieved. A variety of unit types shall be provided. The urban neighborhood shall be organized around a commercial and public activity center with traditional neighborhood patterns and design. [Alternative PADA Path: Urban neighborhoods may exceed 50 acres provided the minimum residential density is 22 units per net acre for any residential or mixed use project on property outside of the first 50 acres. Units provided in the first 50 acres which are in excess of the minimum 18 units per net acre density may be applied toward the minimum 22 units per net acre density outside of the first 50 acres. The required minimum 850 housing units to be provided in an urban neighborhood shall not apply, as the minimum number of housing units in an urban neighborhood is dictated by the required minimum density.]

1. *Urban Neighborhood Mixed Use Center*. This area is the organizing element and activity center for the urban neighborhood. The mixed use center is built around a focal point, whether it is a main street, or an amenity such as a plaza, a park or a lake. Multi-story mixed use buildings with commercial or office uses on the ground floor and housing above reinforce the center's character. A minimum of 15 percent of the total urban neighborhood housing units shall be located in the mixed use center. [Alternative PADA Path: Residential uses in the Urban Neighborhood Mixed Use Center shall be allowed on the ground floor of multi-family and mixed use buildings unless fronting on a main commercial street within a designated urban mixed use center. Additionally, if at least one Urban Neighborhood Mixed Use Center is approved, other UNOs areas may be proposed as Urban Neighborhood Residential Areas without a mixed use center and the minimum 15 percent requirement shall not apply.]

2. *Urban Neighborhood Residential Area*. This area is organized around the neighborhood mixed use center and includes a mix of housing and densities achieving an average minimum net density of 18 units an acre. A maximum of 85 percent of all housing units shall be substantially clustered within one-quarter mile of the urban neighborhood mixed use center. The one-quarter mile shall be measured in a straight line from the outer boundaries of the neighborhood to the nearest boundary of the mixed use center.

[Alternative PADA Path: A minimum of 50 percent of residential units shall be substantially clustered within 1/2 mile of the urban mixed use center.]

3. Future Urban Uses are allowed as specified in Table 20.430.030 for the MX zone with the following exceptions:

a. Footnotes 2 and 6, subject to provisions of the Mixed Use zone district does not apply instead the future urban uses allowed within a designated Section 30 Urban Neighborhood Overlay are subject to provisions of this chapter.

b. Colleges, as defined in Chapter 20.160 VMC, Use Classifications, are prohibited.

c. Emergency Services, as defined in Chapter 20.160 VMC, Use Classifications, require a conditional use permit governed by Chapter 20.245 VMC, Conditional Uses.

d. Medical Centers as defined in Chapter 20.160 VMC, Use Classifications, are prohibited.

e. Religious Institutions as defined in Chapter 20.160 VMC, Use Classifications, require a conditional use permit governed by Chapter 20.245 VMC, Conditional Uses.

f. Commercial Lodging limited to bed and breakfast establishments, subject to the provisions in Chapter 20.830 VMC and lodging establishments with no more than 50 rooms as defined in Chapter 20.160 VMC, Use Classifications.

g. Bulk Sales as defined in Chapter 20.160 VMC, Use Classifications, is prohibited.

h. Non-Accessory parking surface lots as defined in Chapter 20.160 VMC, Uses Classifications, are prohibited. Non-accessory parking structures are permitted.

i. All uses under Industrial heading, as defined in Chapter 20.160 VMC, Use Classifications, are prohibited.

j. Heliports, as defined in Chapter 20.160 VMC, Uses Classifications, are prohibited.

k. Wireless Communication Facilities are permitted subject to the provisions of VMC 20.890.060(B), Higher-density Residential Districts.

4. No more than 50 percent of the total square footage envisioned by the Master Plan for any one major use type (commercial, office or residential) can be granted site plan approval

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until site plan approval is provided for at least 25 percent of the total square footage of all remaining use types envisioned in the Master Plan. This requirement may be waived by the planning official, if the applicant provides a security or other form of binding assurance that the remaining major use types contemplated in the Master Plan will be built. [Alternative PADA Path: This requirement is waived to allow market conditions to dictate the timing of the various uses.]

D. *Development Standards – Urban Neighborhood Mixed Use Center(s)*. [Alternative PADA Path: This section shall not apply to an UNO that is permitted without a mixed use center pursuant to VMC 20.690.070(C)(1).]

1. *Urban Center Focal Point*.

a. Urban Neighborhood Mixed Use Centers shall be organized around a focal point, which could include a main street, town square, plaza, park, or water feature consistent with the Section 30 Urban Employment Center Plan.

b. When a linear Main Street acts as the Mixed-use Center's focal point both sides of the street shall include a mix of uses with 75 percent of the uses within vertical mixed-use buildings. [Alternative PADA Path: When a linear Main Street acts as the Mixed-use Center's focal point, both sides of the street shall include a mix of uses with a minimum of 75 percent of the uses within vertical mixed-use buildings. This requirement is specific to the gross square footage of uses within buildings. Any proposed focal point that is not a main street shall be a minimum of 10,000 square feet in area with no dimension less than 80 feet.]

2. *Density*.

a. An average minimum of 18 units per net acre as measured by total number of residential units divided by the net site acreage of the Urban Neighborhood Overlay area.

b. Residential uses are not allowed on the ground floor. [Alternative PADA Path: Residential uses shall be allowed on the ground floor of multi-family and mixed use buildings unless fronting on a main commercial street within a designated urban mixed use center.]

3. *Building Height*.

a. Mixed-use buildings shall be at least 30 feet in height and shall include a minimum of two usable stories.

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Requires codification

b. Ground floor spaces shall be designed to accommodate active pedestrian uses and shall have a minimum floor to ceiling height of 15 feet. [Alternative PADA Path: Ground floor spaces shall be designed to accommodate active pedestrian uses and shall have a minimum floor to ceiling height of 14 feet. This requirement shall only apply in buildings with ground floor commercial uses that front an Urban Center Focal Point.]

c. Maximum building heights shall not be restricted provided architectural methods are applied to reduce the building scale and mass of at least the first three floors (including ground floor). [Alternative PADA Path: The architectural methods shall not apply.]

4. *Building Setbacks*.

a. All new construction along the street frontages shall extend to the edge of the street right-of-way line for the first two stories. Exception may be given when a public open space such as a courtyard or plaza is provided. [Alternative PADA Path: Buildings not fronting on the main commercial street in the urban mixed use center may be set back from the right-of-way line a maximum of 10 feet provided such setback is landscaped, however buildings may be set back further than 10 feet to accommodate topography, street geometry, curved property lines, or similar if the intent of this section is met.]

b. Mixed use buildings facing the Urban Center focal point shall comprise 75 percent of the street frontage. Parking garages where the ground floor is commercial or office uses may be counted for this requirement. [Alternative PADA Path: The length of mixed use building facades facing a public plaza or park with frontage on the main retail street may be counted toward the 75 percent frontage requirement]

5. *Building Orientation*.

a. At least one fully functional and visibly identifiable public entrance shall be provided along a street frontage. Buildings organized around a courtyard may feature entrances facing the courtyard provided there is a clear pedestrian access between the courtyard and the street.

b. Service entrances shall be in the rear of the buildings.

6. *Rain Protection*. [Alternative PADA Path: Rain protection features shall be provided pursuant to the standard but may cover only Urban Center Focal Point-facing ground floor windows, where impervious surfaces abut them, and building entrances.]

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Requires codification

a. Rain protection shall be provided on buildings facing the Urban Center focal point.

b. Rain protection features shall provide cover of at least six feet in depth over the sidewalk or other surfaced pedestrian way, but shall not extend closer than two feet to the curb line.

c. Rain protection features on each building shall be designed to abut or adjoin rain protection features provided or to be provided on adjacent buildings along the same street frontage to the greatest extent possible to ensure a continuous protected pedestrian walkway.

7. *Building Form and Appearance*.

a. Blank walls in excess of 15 lineal feet along sidewalks or other pedestrian areas are not permitted. [Alternative PADA Path: Section 20.690.070(D)(7)(a). shall only apply to walls facing the Urban Center Focal Point.]

b. Transparent windows/doors shall be provided along at least 75 percent of the ground floor façades and the base of the windows shall be between one and three vertical feet above the ground or sidewalk. [Alternative PADA Path: Section 20.690.070(D)(7)(b). The blank wall standards regarding windows shall not apply.]

8. *Buffering and Landscaping*.

a. All setback areas shall be landscaped consistent with the Section 30 Design Guidelines or developed as hardscape plazas. [Alternative PADA Path: All setback areas shall be landscaped or developed as hardscape plazas. The Section 30 Design Guidelines shall not apply.]

b. Street trees that provide a medium to large, wide canopy over the streets of the Mixed-use Center shall be selected from the Street Tree Selection List found in Appendix A of the Street Tree Manual.

9. *Streets and Access*.

a. Context Sensitive Design

i. The block face length shall be at most 300 feet. [Alternative PADA Path: Multi-use paths of at least 12 feet in width that allow access from the public way into the development may be used to meet maximum block spacing of 300 feet in the Urban Neighborhood Mixed Use Center. Such pathways shall provide pedestrian scale lighting. If found to be infeasible due to

severe topographic constraints, this overall requirement may be modified by the planning official.]

ii. All sidewalks shall be at least 12 feet wide. [Alternative PADA Path: Sidewalks shall be at least 10 feet wide.]

iii. The street(s) facing or as a part of the focal point of the Mixed-use Center shall include pedestrian amenities such as benches, special plantings, artwork.

iv. Street Lighting. Pedestrian scale street lighting shall be used to meet minimum lighting standards.

b. Traffic Calming measures to achieve average automobile travel speeds of 25 miles per hour or lower are required as follows:

i. The main commercial street shall be constructed with raised concrete intersections, or

ii. Equivalent traffic calming measures shall be constructed that may include some combination of:

A. Curb extensions to provide short pedestrian crossing distances.
B. Raised crosswalks.
C. Concrete or brick pavers for intersection pedestrian crossings.
D. Speed cushions.
E. Narrow travel lanes.
F. On-street parking.

c. Access

i. Vehicular access to off-street parking behind or within buildings, and to loading docks and service areas shall be through public or private alleys. If structural parking is provided access may be located on the street frontage. [Alternative PADA Path: Vehicular access to off-street parking behind or within buildings may also be via a driveway.]

ii. Direct driveway access to the surrounding arterials, SE 1st Street, NE 192nd Avenue, NE 18th Street, and NE 172nd Avenue shall be prohibited.

10. *Parking*.

ORDINANCE - 18
Requires codification

a. Parking spaces provided for individual uses shall be no less than 60 percent of the minimum required indicated in Table 20.945.070-2, and no more than 115 percent to the amount provided in Table 20.945.070-2. The planning official may approve parking beyond the maximum or a parking reduction from the required minimum based on a parking study that justifies the need. [Alternative PADA Path: Section 20.690.070(D)(10)(a). Parking spaces for individual uses may be no less than 50 percent of the minimum required indicated in Table 20.945.070-2.]

b. On-street parking spaces immediately, adjoining a property may be counted towards a development's overall parking requirement.

c. Structural parking shall count toward minimum but not the maximum number of parking stalls. [Alternative PADA Path: Tuck-under parking is considered structural parking.]

d. Joint parking and parking for mixed use projects shall be governed by VMC 20.945.030(B) and (C).

e. Off-street parking shall be located to the rear of buildings. [Alternative PADA Path: Off-street parking is generally prohibited between buildings and the main commercial street frontages.]

f. Parking shall meet the Section 30 Design Guidelines. [Alternative PADA Path: Section 20.690.070(D)(10)(f). Section 30 Design Guidelines shall not apply to parking.]

E. *Development Standards – Urban Neighborhood Residential Area(s)*. – Development within the Urban Neighborhood Residential Area(s)shall be subject to the development standards contained in VMC 20.420.050 for the R-22 zone unless modified as follows. [Alternative PADA - Path: To encourage a variety of housing types, the minimum lot area shall be 770 square feet; the minimum lot width shall be 14 feet, and the maximum lot coverage shall be 82 percent.]

1. *Density and Location of Uses*. An average minimum density of 18 units a net acre, as measured by total number of residential units divided by the net site acreage of the Urban Neighborhood Overlay area shall be provided. [Alternative PADA Path: As provided in 20.690.070(C), if a UNOS is proposed to be larger than 50 acres, the minimum density inside of 50 acres shall be 18 units per net acre, and residential projects outside of the 50 acres shall provide a minimum density of 22 units per net acre.]

2. *Open Space for Residential Uses*. Private open space at a minimum of 100 square feet per dwelling unit shall be provided and shall meet the Section 30 Design Guidelines. [Alternative PADA Path: The requirement for private open space may be waived for

residential units that are within 1/4 mile of a public park. The Section 30 Design Guidelines shall not apply.]

3. *Building Height*. Maximum building heights shall not be restricted provided architectural methods are applied to reduce the building scale and mass of at least the first three floors (including ground floor). [Alternative PADA Path: The above architectural methods shall not apply.]

4. *Building Setbacks*.

a. Urban Neighborhood Residential area boundary abutting the ECX zoned area outside of the overlay boundary shall provide a minimum 20-foot landscaped setback that meets the intent of the Design Guidelines. [Alternative PADA Path: Does not apply when abutting existing or planned parks and/or residential uses that are compatible with the Urban Neighborhood Residential Area; in other cases may be a 10-foot landscaped setback area but without having to meet the intent of the Design Guidelines.]

b. Street frontage setbacks shall be provided with a 10-foot minimum and 20-foot maximum and meet the intent of the Design Guidelines. [Alternative PADA Path: Buildings shall be set back a minimum of five feet and may be set back further than 20 feet to accommodate topography, street geometry, curved property lines, or similar if the intent of this section is met. The Section 30 Design Guidelines shall not apply.]

5. *Building Orientation*.

a. At least one fully functional and visibly identifiable public entrance shall be provided along a street frontage with an exception for buildings organized around a courtyard or plaza with entrances facing the courtyard/plaza provided there is a clear pedestrian access between the courtyard/plaza and the street. [Alternative PADA Path: This requirement shall not apply so long as a five-foot wide sidewalk is provided adjacent to each building which connects the main entrance(s) of each building to the public right-of-way.]

b. Buildings that are visible from the street shall be oriented to face the street. [Alternative PADA Path: Buildings along a street shall be oriented to face the street, or a pedestrian route, plaza, park or similar.]

c. Service entrances shall be in the rear of the buildings.

6. *Building Form and Appearance*. Building form and appearance shall be consistent with Section 30 Design Guidelines. [Alternative PADA Path: This section shall not apply.]

ORDINANCE - 20
Requires codification

7. *Landscaping and Fencing*. [Alternative PADA Path: This section shall not apply.]

a. A minimum four-foot-wide landscape strip shall be provided between garage entrances along the alley applicable for both free standing and attached garages.

b. Landscaping and fencing shall be consistent with the Section 30 Design Guidelines. [Alternative PADA Path: The Section 30 Design Guidelines shall not apply.]

8. *Street Lighting*. Pedestrian scale street lighting shall be used to meet minimum lighting standards.

9. *Streets and Access*.

a. Vehicular access to off-street parking including garages behind or within buildings, and to service areas shall be through public or private alleys. One access driveway to the alley per block may be provided. [Alternative PADA Path: Vehicular access to off-street parking may also be via a driveway and City staff may approve more than one access driveway per block if the intent of chapter 20.690 VMC is met. Vehicular access to the front of a building may be allowed where topography makes rear-loaded structures impractical.]

b. Direct driveway access to the surrounding arterials, SE 1st Street, NE 192nd Avenue, NE 18th Street, and NE 172nd Avenue shall be prohibited.

c. The maximum block face length within the Urban Neighborhood Overlay shall be 300 feet. [Alternative PADA Path: Multi-use paths of at least 12 feet in width that allow access from the public way into the development may be used to meet maximum block spacing of 300 feet generally in the Urban Neighborhood Overlay areas. Such pathways shall provide pedestrian scale lighting. If found to be infeasible due to severe topographic constraints, this overall requirement may be modified by the planning official.]

10. *Parking*.

a. Parking spaces provided for individual uses shall meet the requirements of Table 20.945.070-1. The planning official may approve a parking reduction based on VMC 20.945.070(E). In addition to the reductions allowed in VMC 20.945.070(E), further reductions may be allowed for motorcycle/scooter parking spaces (four feet by eight feet). For every four motorcycle/scooter parking spaces provided, the number of vehicle parking spaces required may be reduced by one. [Alternative PADA Path: Individual uses shall provide the minimum number of parking spaces

per Table 20.945.070-1 except as modified elsewhere.]

b. Structural parking shall count toward the minimum but not the maximum number of parking stalls.

c. On street parking spaces immediately, adjoining a property may be counted toward a development's overall parking requirement.

d. Joint parking and parking for mixed use projects shall be governed by VMC 20.945.030(B) and (C).

e. Off-street parking shall be located within or to the rear of buildings. [Alternative PADA Path: Off-street parking is prohibited between buildings and street frontages, except that buildings that do not front on a street or where topography or site constraints limit the practicality of rear-loaded buildings, parking may be allowed in front of or to the side of said buildings.]

F. *Master Planning*. [Alternative PADA Path: This section shall not apply.]

1. *Overall*. Master Plans as described herein are required prior to all development in the Urban Neighborhood Overlay in order to ensure proposed development is consistent with the Section 30 Employment Center Plan. Master plans shall address long term development of the entire Section 30 Employment Plan District as shown in Figure 20.690-1, particularly in regard to street and pedestrian connectivity, transitional grades between developments, stormwater management, open space connectivity, utility services and traffic impacts.

2. *Contents of Submittal*. Master Plans shall include the submittal requirements included in VMC 20.690.050(B) as applicable, with the following additions:

a. *Urban Neighborhood Mixed Use Center*.

i. Location and size of associated land area;

ii. Map and written description of the urban form of the Mixed Use Center's focal point;

iii. Building elevations, including building height;

iv. Identify the number of residential units and density and the square footage of commercial uses.

b. *Urban Neighborhood Residential Area*.

ORDINANCE - 22
Requires codification

i. Location and size of associated land area;

ii. Identify the number of residential units and density;

iii. Building elevations, including building height;

c. Street, Access, and Circulation Plan.

3. *Review Criteria and Process*. Master Plans shall be subject to VMC 20.690.050(C), Section 30 Employment Plan District, Master Planning with the following revisions:

a. The Master Plan implements the Section 30 Employment Center Plan and the requirements of the Urban Neighborhood Overlay;~~.~~

b. Provides mixed use buildings of commercial, office and residential uses designed around an urban organizing focal point; and~~.~~

c. Provides a multi-directional access and circulation to the street system similar to that provided by a traditional street grid with streets intersecting at 90 ~~-~~degree angles at regular intervals of 200 to 300 feet, if topography allows.

4. Master Plan Modification. Master Plans shall be subject to VMC 20.690.050(D), Section 30 Employment Plan District, Master Plan Modification.

Section 2. Severability. If any clause, sentence, paragraph, section, or part of this Ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 3. Effective Date. This Ordinance shall be in effect five days after it is recorded.

SIGNED this _____ day of _____, 2025.

_____
Anne McEnerny-Ogle, Mayor

Attest:

_____
Natasha Ramras, City Clerk

Approved as to form:

_____
Nena Cook, City Attorney

ORDINANCE - 24
Requires codification

SUMMARY

ORDINANCE M-_____

AN ORDINANCE amending Chapter 20.690 Vancouver Municipal Code, "Section 30 Employment Center Plan District"; adopting legislative findings, clarifying existing language; providing for severability; and setting an effective date. The full text of this Ordinance will be mailed upon request. Contact Vancouver Central Records at (360) 487-8799, or via www.cityofvancouver.us (Go to City Government and Public Records).

ORDINANCE - 25
Requires codification

Planning Commission

Meeting Minutes

Tuesday, February 11, 2025
4:30 p.m.
City Hall
Council Chambers
415 W 6th Street
Vancouver, WA

Commission Members Present:
Patrick Adigweme, Sandra Beck, Marjorie Ledell, Zach Pyle, Nena Cavel, Alyssa Wheeler, John Jay

Staff Present: Rebecca Kennedy, staff liaison, Kail Hibbs, staff liaison, Becky Rude, staff attorney

The meeting was called to order at 4:31 pm by Chair Adigweme.

Adoption of the minutes: November 12th, 2024

Motion by Commissioner Cavel, seconded by Commissioner Ledell

Roll Call

Commissioner Beck	Yes
Commissioner Cavel	Yes
Commissioner Ledell	Yes
Commissioner Wheeler	Yes
Commissioner Jay	Yes
Vice Chair Pyle	Yes
Chair Adigweme	Yes

Motion carried unanimously.

Members

Patrick Adigweme
Chair

Zach Pyle
Vice Chair

Nena Cavel
Sandra Beck
Marjorie Ledell
Alyssa Wheeler
John Jay

Community Development Department

415 W 6th Street
P.O. Box 1995
Vancouver, WA 98668
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Workshop: Comprehensive Plan Update – Code Framework
Rebecca Kennedy, Deputy Director; Mark Person, Senior Planner, Community Development Department

Staff presented goals and outcomes for the new code that is being developed as part of the City's Comprehensive Plan update process, including goals for the new code and new zoning districts and associated regulations. There are four main components to the new code: base districts, building types, a use table, and overlays.

Commission discussion and staff responses:

- Clarifying questions based on slide 16: Could a space have the same Net Density regardless of the street width? Staff responded the street is not included in the net density calculation. Gross density is the entire parcel, and the net density is only the developable portion. Staff will update the graphic to be clearer.
- How are you accounting for safety standards for people not in a car? Staff responded that Council adopted the 2024-2044 Transportation System Plan last year that identified model networks and design standards for the City's transportation system. The City uses National Association of City Transportation Officials (NACTO) standards to determine the appropriate design for different multimodal facilities based on modal priority (pedestrian, bike and small mobility, freight, transit, etc.) as well as the speed and volume of vehicles using the street. It also takes into account the level of stress levels for multi-modal users based on the characteristics of the street, and the City's Complete Streets Policy, which requires facilities to be safe and comfortable for all modes of travel, regardless of age or ability.
- What are some common design requirements for the mixing overlays? Staff responded that the goal is for high levels of pedestrian activity in key areas, so overlays may require things like wider sidewalks, more window transparency, rain protection, and room for other outdoor amenities.
- What is the approach for balancing design elements and costs? Staff responded we want to drive towards high quality materials and designs while also providing flexibility for creative and new design and making sure development is efficient and feasible.
- Clarifying point about high-quality development in the low-scale neighborhood and proposed maximum height increase- it is possible to have 4 stories within 45 feet, but this type of building would have very low ceilings and likely not meet the high-quality design intent that led to the increased height recommendation. Staff responded that they agree and would anticipate regulating number of floors as well as building height in the low-scale neighborhood, with a limit of 3 floors. Staff are also looking at roof styles that would be allowed within the middle housing building types to ensure the design intent of the height increase is met.
- Is the market going to deliver accessible housing in the medium scale neighborhood with a proposed minimum of two floors, given that the types of units that are typically accessible are single story units or buildings with elevators, and elevators are generally not feasible in two story buildings? Staff responded that its still feasible to build accessible units on the ground floor of two-story buildings but understand the concern and will look at potential changes to the minimum floors in the medium scale zone.
- Several Commissioners had comments on proposed floor to ceiling heights regulations for residential buildings on key corridors that would allow for future commercial conversion. Comments focused on ensuring that regulations are not so burdensome that they make short term residential development infeasible, and asked staff to consider accessibility standards as this can be tough to address after the fact and is required for commercial uses. Commissioners noted that somewhere between 12-14 floor to ceiling heights should be the target range to allow for successful future commercial conversations.
- How will the new code treat existing uses that are no longer conforming under the new code. Staff responded that the general philosophy is to allow existing buildings and uses to continue, and also to make it easy to move in the right direction even if a baseline standard in the new code is not met. For example, if someone owns a single-family house in the medium scale zone and they want

to add an ADU, the City would allow this even though it wouldn't meet minimum density in the medium scale neighborhood because they are adding a housing unit and that moves them toward compliance.

- How will the new code strategically leverage existing assets like parks, grocery stores, and concentrations of commercial uses that developers favor when siting new development. Staff responded that existing public and private assets and clusters with accessible and connected neighborhood features helped inform the identification of growth nodes – i.e. centers and corridors – where much of the new growth is concentrated.
- How are we going to make this process attractive and engaging to the public and the community? Staff responded that they have engaged thousands of community members through the process and have received a lot of feedback that has been documented and incorporated into the plan. Going forward, the team will use images and renderings to help people understand what the new code will mean in terms of changes in the built environment and continue to communicate the why behind the change. There will be engagement opportunities throughout the DEIS engagement period and these will include information on the new code.
- Is there still flexibility within the overlays? Staff responded they are trying to consolidate overlays but have not yet determined where they will be applied. Many of the existing overlays that affect downtown will be consolidated into one downtown overlay. Some existing overlays, like the one for the Evergreen and Grand corridors, represent best practices and will be integrated into base zone requirements. Some are no longer needed and will be eliminated, like the surface mining overlay and view corridor overlay. Staff emphasized that these are still underdevelopment and are looking for feedback from the Planning Commission, will also be taking this to Council in a couple weeks, and are running through many of the working groups that have convened for this project, including builders and developers.
- Can you clarify the definition of a Regional Activity Center and the difference between Commercial or Mixed-Use? Staff responded that in the new code framework there are not any purely commercial zones- all zones that allow residential will allow some level of commercial mixing. Mixed use and Regional Activity Center are similar mixed-use districts, but the Regional Activity Center allows for more density and the broadest range of uses, including residential, commercial, institutional, and some light industrial uses. Mixed use is more residential but will still allow a fair amount of mixing.
- What is the intention for Section 30 and the surrounding Bennington neighborhood. Staff responded that south of SE 1st St., within Columbia Tech Center (CTC) a range of employment, residential and institutional uses is envisioned, consistent with the Regional Activity Center designation and existing development. Columbia Tech Center is the second largest employment center in the City and already includes a mix of employment, residential, commercial and institutional uses. North of SE First St., in what is called Section 30, the City is planning for a similar mix of uses, with an emphasis on employment, housing, public facilities and commercial services. In the two action possibilities being analyzed under the DEIS, Section 30 is assigned Mixed Use or Regional Activity Center designations, and CTC is assigned Regional Activity Center in both possibilities.
- What is the intention behind allowing or disallowing podium buildings in some areas, given that this has impacts on urban form and the location of parking. Staff responded that they need to take a closer look at and refine the building type table, but the intention would be to allow podium buildings in most places.
- Are the overlays already developed? Staff responded that they are currently only in the concept phase and that they are working backwards from what they are trying to achieve, considering how this could be achieved through the base zone, and intent to only add overlays where area specific objectives cannot be achieved via the base zone. For example, staff haven't identified a mechanism for requiring ground floor mixing in some but not all parts of base zones without an overlay. Another example is enhanced transit corridors, which should be treated differently from surrounding areas regardless of their base zone. Given the broad goal of simplifying the code, staff

are trying to locate most regulations in the base zone, but there are a few that they anticipate will need to live in overlays.

- How will the new code apply to existing buildings? And will the Planning Commission be provided more defined information related to overlays before the EIS process. Staff responded that they will not analyze the full extent of the code until the EIS is finalized. Staff made a note to clarify that non-conforming building types and the overlays are important to mitigations that need to be understood and articulated prior to the FEIS. Commissioners requested specific development or use case examples to understand how nonconforming uses and overlays will be applied to specific projects in future workshops.
- Due to time constraints, several commissioners asked questions that staff could not respond to but committed to following up on at the next workshop. These comments and questions include:
    - Are unique minimum units per acre requirements being considered for parcels in close proximity to transit?
    - Are parking minimums still being considered or has the City decided to eliminate them?
    - Will single-room occupancy and tiny homes be allowed under the new code?
    - What is the current average density in some of the existing lower density neighborhoods?
    - What is the projected cost of higher floor to ceiling heights for residents and builders?
    - What is the projected demand for commercial real estate?
    - Are we reducing or removing codes?
    - Are there eight place types or nine?
    - How will we plan for ground floor requirements for permanent residential construction needs?
    - Will we look at the proposed density for each building for our metric of success and how will we enforce minimums?

Community Forum

Carmen De Leon joined in person to comment on public health, safe building practices, and maintaining community character in Vancouver by embracing green building policies.

Kimberlee Elbon joined remotely to comment on growth projections and provided ideas for more pools at community centers.

Israel Lopez commented on bicycle and pedestrian safety and advocated for multi-modal transportation planning and high levels of transit investment.

Jason Cromer commented on bicycle and pedestrian safety, advocated for walkable neighborhoods, and commended the team for the work they are doing to make Vancouver a more walkable and bikeable City.

Workshop: Section 30 Master Plan – East 30 Acres

Mark Person, Senior Planner, Community Development Department

Staff summarized the proposed HP East Master Plan that is located 30 acres in the Section 30 Subarea, outlined the various components, and outlined the process for infrastructure coordination with adjacent property owners.

Commission discussion and staff responses:

- There is a substantial amount of parking around the buildings, is that because of parking minimums or developer interest? Staff responded that the Development Agreement between HP and the City for their project specifies parking requirements, both minimums and maximums.

- Is there a plan for bike parking? Staff responded that there are currently no bike parking requirements for most development projects across the City, but this will be updated through the Title 20 updates that are part of the 2025-2045 Comprehensive Plan update.
- Why are the block lengths so long between 1st and 8th, which seem much longer than most blocks in the City? Staff responded that this is what the applicant has proposed.
- What kind of coordination is occurring with adjacent property owners? Staff responded that there has been extensive coordination between HP and other adjacent property owners. Commissioner responded that they hope to avoid a jigsaw of uncoordinated development. Staff responded that the goal is to have thoughtful coordination within Section 30.
- Comment that larger developments like this can start to feel closed off to the public. Given the multiuse trail that is part of the development, can design elements that make it welcoming to the community be incorporated?
- Commissioners advocated for more multi-modal access.

Public Hearing: Section 30 Code Update
Chad Eiken, Director, Community Development Department; Chim Chune Ko, Real Estate Project Manager, Economic Prosperity and Housing Department

Staff presented proposed code amendments for Pre-Annexation Development Agreement (PADA) holders that would provide flexibility in exchange for giving up vested rights for certain uses that do not align with the Section 30 Subarea plan vision.

Commission discussion and staff responses:

- Would PADA Property Owners be waiving their rights to things vested in their development agreements? Staff responded that they would have a choice- if they utilize the new code pathway then they must also give up vested rights to undesirable uses. If they do not chose the alternative path, they are still vested to PADA allowances until their development agreements expire.
- If the code changes for the alternative pathway move forward, what is the timeline for property owners to decide whether or not they will take it? Staff responded that they believe property owners would make a decision fairly quickly if and when Council approves the code changes for the alternative pathway. However, there is nothing that gives them a deadline other than the June 2027 expiration date for existing PADAs.
- Commissioner echoed that having a set timeline for property owners would be preferred, rather than open-ended.
- The Comprehensive Plan is going to promote a lot of opportunities, and this council needs to know the updates before the end of the year.
- What are the setbacks or processes for parking? Staff responded with an example of a curved road needing 10 feet of flexibility or grade changes. Commissioner clarified that it is more “as needed”, less of an “as desired”. Staff responded that yes, in those circumstances, there will be flexibility.
- Will detached single-family homes be allowed under the alternative pathway? Staff responded that single-family detached homes are one of the uses that would not be allowed under the alternative code path.
- How does the Comprehensive Plan update impact this and the timeline for property owner decisions? Staff responded that the ECX zone, and the alternative PADA pathway that it provides, will go away at the end of this year once the new code is adopted as part of the Comprehensive Plan update. This means that PADA holders will need to decide if they want to utilize the alternative pathway by the end of this year. If they do not choose this route, they can develop under their PADAs until they expire. After that, they will then need to meet all regulations of the new code.

- Giving up the master planning process is concerning- what are the public comment opportunities and the typical type 2 review process if this goes away? Staff responded there is a 15-day comment period and public notice.

Public Testimony
Cornell Rotschy, the owner of the Grayrock Property within Section 30, commented that they appreciated the City's collaboration on developing the alternative pathway and intended to utilize it if approved by Council.

Jay Harris, representing HP Inc., commented on the proposed code change that would allow for the alternative code path for PADA holders. Jay advocated for a tighter review of the updates and requested more time to review the proposed code amendments.

Commission Deliberation
- Vice-Chair Pyle proposed recommending approval the proposed code changes to Council but including a time limit for PADA property owners to utilize it. He commented that 90 - 120 days gives property owners enough time to determine if they want to utilize this option.
- Commissioner Beck shared concerns about waiving the master plan requirement and the need to put time limits on the ability of property owners to utilize the alternative code path.
- Commissioner Wheeler commented that this is a mutually beneficial proposal.
- Commissioner Jay supported the proposed amendment but advocated for more time to vet the changes.
- Commissioner Cavell commented that it is a mutually beneficial proposal and supports moving away from undesirable uses that do not align with the Section 30 Subarea Plan or City policy priorities.
- Commissioner Ledell supports increased density on the PADA properties and was in favor of the recommendation.
- Chair Adigweme supported the changes as they are an improvement over what can occur under the existing PADAs. The Chair supported the recommendation from Commissioner Pyle that there be a time limit on the ability of PADA property owners to utilize the alternative path.

Motion by Vice Chair Pyle, seconded by Commissioner Wheeler, to forward a recommendation to City Council to adopt the proposed amendments to VMC 20.690 in the Section 30 Plan District as described in attachment B of the materials, with the additional requirement that PADA holders amend their existing Development Agreements in alignment with the alternative code path within 120 days of Council adoption.

Roll Call

Commissioner Beck	Yes
Commissioner Cavel	Yes
Commissioner Ledell	Yes
Commissioner Wheeler	Yes
Commissioner Jay	Yes
Vice Chair Pyle	Yes
Chair Adigweme	Yes

Motion carried unanimously.

Election of Officers

Nominations for Chair: Patrick Adigweme

Roll Call

Commissioner Beck	Yes
Commissioner Cavel	Yes
Commissioner Ledell	Yes
Commissioner Wheeler	Yes
Commissioner Jay	Yes
Vice Chair Pyle	Yes
Chair Adigweme	Yes

Nominations for Vice Chair: Zachary Pyle

Roll Call

Commissioner Beck	Yes
Commissioner Cavel	Yes
Commissioner Ledell	Yes
Commissioner Wheeler	Yes
Commissioner Jay	Yes
Vice Chair Pyle	Yes
Chair Adigweme	Yes

Communication from the Chair

- We can always send in lengthy comments ahead of time, so that all commissioners are able to get questions heard and answered in session.

Communication from Staff

- The vacant position for the support staff that works with the Commission has been posted; once filled, staff will begin organizing the 2025 retreat.
- We may need to schedule two meetings per month a few times this year to maintain the schedule for the Comprehensive Plan update.

The meeting adjourned at 8:11 pm

_____

Patrick Adigweme, Chair

CITY OF Vancouver WASHINGTON

STAFF REPORT

DATE: February 11, 2025

TO: Chair Adigweme and Planning Commissioners

CC: Rebecca Kennedy, Deputy Director, Community Development

FROM: Chad Eiken, Director, Community Development
Chim Chune Ko, Real Estate Project Manager, EP&H Department

RE: **Section 30 Proposed Development Code Changes**

Summary of Proposal

City staff propose a set of proposed text amendments to VMC 20.690 "Section 30 Employment Center Plan District" that are intended to result in better land use outcomes by introducing an "alternative path" to existing development regulations for property owners in Section 30 that have certain development rights under a Pre-Annexation Development Agreement (PADA). Such text amendments would reduce certain requirements and allow for an administrative review of development plans, in exchange for said property owners relinquishing their rights to develop the property for uses that are seen as being inconsistent with city goals.

The proposed alternative path would be optional for eligible property owners, and is intended to be attractive enough for them to abandon plans to develop their property for low employment uses such as warehouses, mini-storage, asphalt batch plants, etc., as well as low density residential uses which are seen as inconsistent with the City's vision of the area as being a higher density, mixed use area.

The alternative path would still allow offices and manufacturing uses, and would allow more of their property to be developed for medium and higher density residential uses than is allowed by their PADAs or the current Section 30 code.

The code amendments are one component in an overall strategy to improve land use outcomes in Section 30. The components involved in the alternative approach include: 1) execution of a Letter of Intent by the City and the two major PADA holders regarding

proposed approach (signed by parties March 29, 2024); 2) approval of a one-year extension to the PADAs to allow time to discuss elements of the alternative path with staff (approved by Council on June 10, 2024), 3) approval of the currently proposed code amendments (pending), and 4) approval of another amendment to the PADAs to extend the expiration date by two more years in exchange for PADA holders committing to the 'alternative path' and relinquishing their rights to certain uses (not yet scheduled).

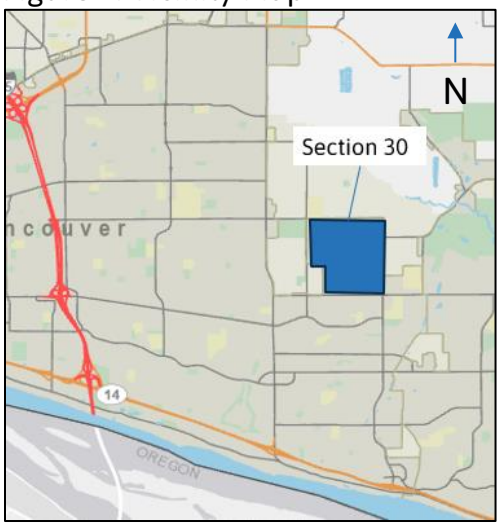
Staff will recommend that Council approve the additional two year extension to the PADAs in order to both relieve some of the pressure on the property owners to develop under their existing PADA but also to allow market conditions to mature and support higher density levels of both employment and residential uses.

The Planning Commission held workshops to discuss the proposed approach and specific code changes on October 8 and November 12, 2024. City Council held public workshops on this topic on March 25 and June 10, 2024 and provided general direction to staff.

Background of Section 30 and Proposed Code Amendments

Section 30 is nearly a square mile in size and is located in the northeast corner of the city, bounded on the north by NE 18th Street, on the south by NE 1st Street, on the west by NE 172nd and 179th Avenues, and on the east by NE 192nd Avenue. It is zoned ECX, Employment Center Mixed Use.

Figure 1. Vicinity Map



Section 30 was annexed into the City in 2008. At the time it was annexed, most of the properties were active rock and gravel mining operations and with the exception of some related activity, these rock operations have been discontinued.

In order to gain the property owners' support for Section 30 being annexed, the City entered into a number of pre-annexation development agreements (also known as PADAs) that provided property owners with rights to continue existing uses and develop their properties for any use that was allowed at the time of annexation, including any uses that were allowed on the Columbia Tech Center (CTC) properties to the south, such as detached single family residential.

In 2009, following annexation City Council adopted a subarea plan and ECX, Employment Center Mixed Use zoning for Section 30 which envisions a mix of commercial, light industrial and multi-family residential uses – essentially a future employment center with supporting services. The ECX zoning requires that new developments be approved through a Type IV master plan process with final approval by the City Council.

The PADAs for the two largest property holdings were set to expire in 2026 (now 2027), and their owners feel significant pressure to develop their properties under the uses and standards vested in their development agreements. This could result in developments and uses that are wildly inconsistent with the Section 30 Plan, including large warehouses, asphalt batch plants, and even detached single-family residences, which City staff are seeking to avoid in this area.

Late in 2023, two properties in Section 30 received approval for uses allowed under the development agreements that would not have been allowed under the current zoning, including a 300-lot detached single family subdivision and a 450,000 square foot warehouse. Staff came to the realization that, without city intervention, nearly 40% of Section 30 was vulnerable to development for similar uses allowed by the D.A.s but which would be inconsistent with city goals.

Uses which are allowed by the PADAs but which were identified by staff as potentially problematic include: large warehouses, single family detached homes, motor vehicle sales/rental, motor vehicle servicing/repair, self-service storage, bulk sales, concrete mixing and batching, car washes, aggregate products, mining and related uses, asphalt batch plant, and outdoor sales.

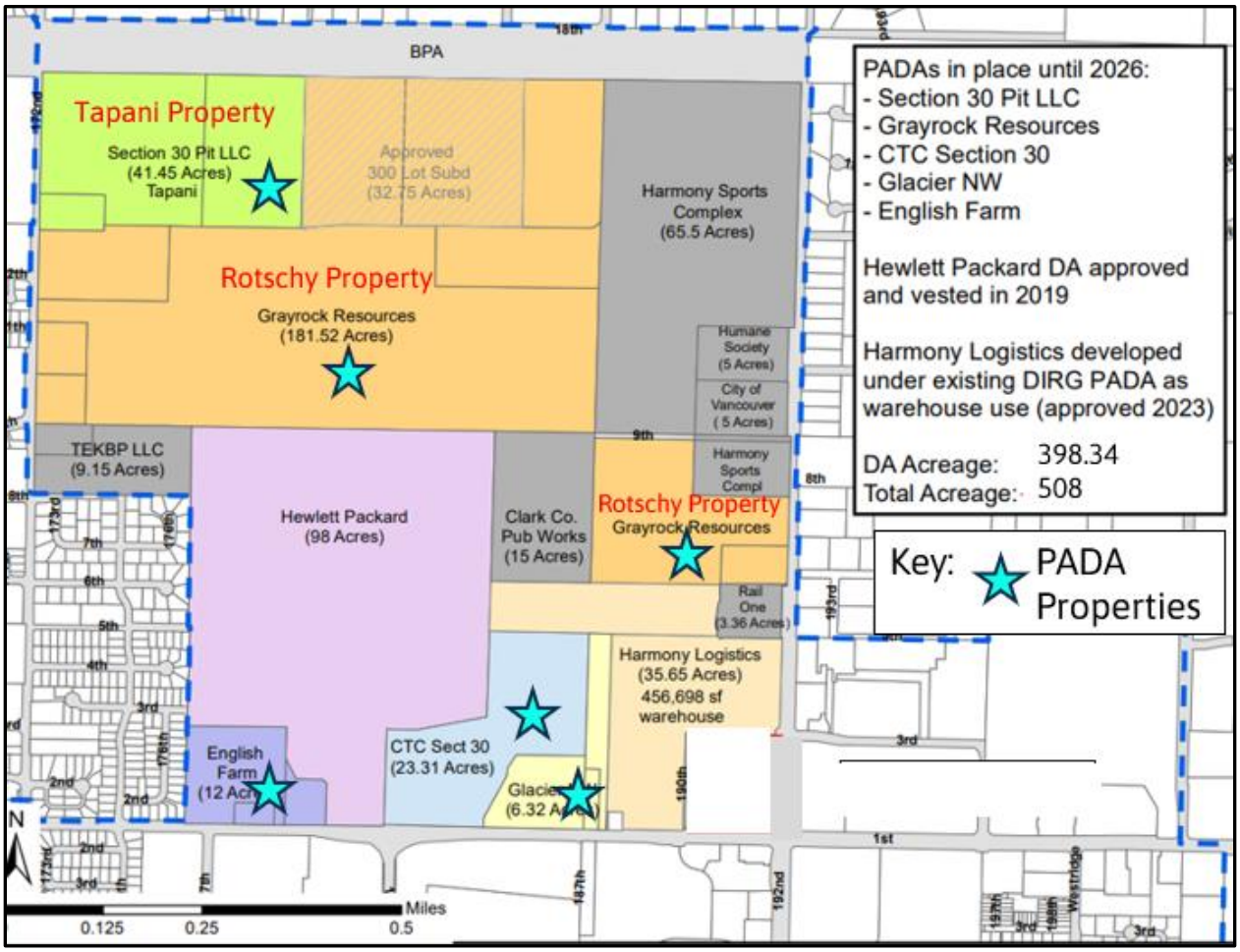
Staff initiated discussions with the two largest PADA holders were pursuing development applications to see what, if anything, the city might be able to do to encourage greater density and mix of uses. Representatives of Tapani Construction which controls 41 acres and Rotschy Construction which controls 214 acres both said they would be open to exploring an "alternative path" if two things happened: 1) if more time could be provided under their current development agreements to allow for different uses to be considered and approved, and 2) if some flexibility could be provided in regard to the minimum development standards and the required Type IV review process.

Staff discussed the situation with City Council at a March 2024 workshop and, recognizing the urgency of taking action to prevent further incompatible development, Council directed staff to undertake discussions with the two property owners to determine what code changes might provide an alternative path for PADA holders.

Since early 2024, staff from Community Development, Economic Prosperity & Housing and Public Works departments have been meeting regularly with representatives of Tapani Construction and Rotschy Construction to discuss their plans and ideas for future development and possible changes to the Section 30 Planned District standards that would be needed for them to be willing to give up their development rights to certain uses.

Meanwhile, HP has begun construction on their 98+ acre office and manufacturing campus in the southern half of Section 30, the city has started construction to lower and widen SE 1st Street to the south, and the Rotschy's have begun installing streets and utilities to serve the approved 300-lot single family subdivision in the north-central area of Section 30.

Figure 2. Map of Properties and PADA Holders



Summary of Proposed Changes to VMC 20.690

- Establish a new optional "alternative path" for eligible property owners in Section 30 which provides more flexibility in uses and minimum development standards in exchange for them relinquishing rights under existing development agreements to develop the properties for uses that the City views as inconsistent with the vision for Section 30;
- In order to incentivize PADA holders to follow this new alternative path, higher density residential and mixed use would be allowed on all of their property (versus 30% under the current development agreements), while still allowing for office, manufacturing and other light industrial uses;
- The review process under the alternative path would be a Type 2 site plan review application (or a Type 2 or 3 land division application if parcels are to be divided), rather than a Type 4 master plan application which will save property owners significant costs, increase predictability and shorten the review processing time;
- The Section 30 Design Guidelines would not apply to those properties which utilize the 'Alternative PADA Path;'

- To encourage more high density residential with supporting commercial uses on PADA properties, the Urban Neighborhood Overlay requirements of Section 30 would be modified to a) permit more than two Urban Neighborhood Overlay areas, and b) eliminate the maximum area of an Urban Neighborhood Overlay area of 50 acres;
- Section 30 development standards may be modified where indicated in the proposed text as "Alternative PADA Path." Where such text does not exist, the current development standards will apply to projects on PADA properties.

  Specific areas of proposed flexibility for qualifying PADA properties include:
  - Parking spaces for individual uses may be reduced by as much as 50%;
  - The maximum block length requirement (e.g. distance between streets) of 600 feet in the Plan District and 300 feet in Urban Neighborhood Overlay areas may be satisfied by multi-use paths of at least 12 feet in width which allow access from the public way into the development, and such pathways shall provide pedestrian scale lighting;
  - The Full Site Utilization Plan section is not required but may be used, subject to agreed-upon performance timelines of future phases to be stated in a revised development agreement;
  - Urban neighborhoods may exceed 50 acres provided the minimum residential density is 22 units per net acre for any residential or mixed use project on property outside of the first 50 acres;
  - Units provided in the first 50 acres which are in excess of the minimum 18 units per net acre density may be applied toward the minimum 22 units per net acre density outside of the first 50 acres;
  - The required minimum 850 housing units to be provided in an urban neighborhood would not apply, as the minimum number of housing units in an urban neighborhood is dictated by the required minimum density;
  - Residential uses in the Urban Neighborhood Mixed Use Center would be allowed on the ground floor of multi-family and mixed use buildings unless fronting on a main commercial street within a designated urban mixed use center.
  - If at least one Urban Neighborhood Mixed Use Center is approved, other Urban Neighborhood Overlay areas may be proposed as Urban Neighborhood Residential Areas without a mixed use center and there would be no requirement for a minimum percentage of units that must be located in the urban mixed use center;
  - The timing of when different uses are proposed would be up to the property owner;
  - For Urban Neighborhood Mixed Use Centers, when a linear Main Street acts as the Mixed-use Center's focal point, both sides of the street would need to include a mix of uses with a minimum of 75 percent of the uses within vertical mixed-use buildings. This requirement is specific to the gross square footage of uses within buildings;
  - Residential uses shall be allowed on the ground floor of multi-family and mixed use buildings unless fronting on a main commercial street within a designated urban mixed use center;
  - Ground floor spaces would be required to be designed to accommodate active pedestrian uses and with a minimum floor to ceiling height of 14 feet instead of 15

feet. This requirement would only apply in buildings with ground floor commercial uses that front an Urban Center Focal Point;

- The requirement for 'architectural methods' to be applied 'to reduce the building scale and mass of at least the first three floors' would not apply;
- Buildings not fronting on the main commercial street in the urban mixed use center may be set back from the right-of-way line a maximum of ten feet provided such setback is landscaped, however buildings may be set back further than 10 feet to accommodate topography, street geometry, curved property lines, or similar if the intent of this section is met;
- Rain protection features in the mixed use center would be required per the standard but may cover only Urban Center Focal Point-facing ground floor windows, where impervious surfaces abut them, and building entrances;
- The restriction on blank walls in excess of 15 lineal feet along sidewalks or other pedestrian areas in the mixed use center would only apply to walls facing the Urban Center Focal Point;
- The requirement for transparent windows/doors along at least 75 percent of the ground floor facades in the urban mixed use center would not apply;
- The requirement for all setback areas to be landscaped in accordance with the Section 30 Design Guidelines would be changed to 'all setback areas shall be landscaped or developed as hardscape plazas;'
- All sidewalks in the urban mixed use area would be required to be 10 feet in width (versus 12 feet);
- Vehicular access to off-street parking behind or within buildings may be from a driveway, rather than having to be from a public or private alley;
- Tuck-under parking may be counted as structured parking;
- The Section 30 Design Guidelines would not apply to parking lots but rather the parking lot development standards in VMC 20.945 would;
- To encourage a variety of housing types such as attached townhouses, the minimum lot area shall be 770 square feet, the minimum lot width shall be 14 feet and the maximum lot coverage shall be 82%;
- The requirement for private open space may be waived for residential units that are within ¼ mile of a public park;
- The requirement for a 20-foot landscaped setback between Urban Neighborhood Residential area boundary and abutting ECX zoned area outside of the overlay would not apply when abutting existing or planned parks and/or residential uses that are compatible with the Urban Neighborhood Residential Area;
- Street frontage setbacks shall be provide at a minimum of 5 feet (versus 10 feet) and may be set back further than 20 feet to accommodate topography, street geometry, curved property lines, or other unique aspects of the site;
- The requirement for each building to have a functional and visible public entrance along a street frontage (except for buildings around a courtyard or plaza) may be waived if a 5-foot wide sidewalk is provided adjacent to each building which connects the main entrance of each building to the public right-of-way;
- Buildings visible from the street may be oriented to face a pedestrian route, plaza, or park in addition to the street;
- Building form and appearance would not need to be consistent with the Section 30 Design Guidelines;

- Landscaping and fencing would not need to be consistent with the Section 30 Design Guidelines; and
- Off-street parking is prohibited between buildings and street frontages, except that buildings that do not front on a street or where topography or site constraints limit the practicality of rear-loaded buildings, parking may be allowed in front of or to the side of said buildings.

SEPA Determination

Pursuant to the State Environmental Policy Act (SEPA) and WAC 197-11, the City of Vancouver as lead agency has determined that the proposed changes to Section 30 code will not have a probable significant adverse impact on the environment. A Determination of Non-Significance (DNS) was published was published in the Columbian on January _, 2025, with a 30-day public comment period, which will expire at 5 p.m. on February 13, 2025. Copies were emailed to state and local agencies, media representatives, concerned citizens whose names were on the master SEPA list, stakeholders and neighborhood associations. (See Exhibits E and F). As of the writing of this report, no SEPA comments had been filed.

Procedural appeals to the SEPA determination shall be filed in writing within 14 calendar days following the last day of the comment period (February 13, 2025). Substantive SEPA appeals shall be filed in writing within 14 calendar days of the issuance of Council's decision.

Review Criteria and Findings

Approval criteria for text amendments to VMC Title 20 are found at VMC 20.285.070, "Approval Criteria – Comprehensive Plan or Zoning Code Text Amendments" and are as follows:

A. Text amendments to the comprehensive plan or VMC Title 20 zoning standards shall demonstrate the following;

1. The proposal is consistent with applicable policies of the Vancouver strategic plan and comprehensive plan; and

2. The proposal is necessary to further the public interest based on present needs and conditions.

Staff Recommended Findings:

1. The proposed code changes that provide alternative development standards and approval process for qualifying properties in Section 30 is intended to improve likely land use outcomes from new development, and are consistent with the following goals of the Strategic Plan:
    a. *Goal: To increase options for housing citywide, the City will propose and adopt revisions to its land use regulations (VMC Title 20) to allow a variety of housing types and sizes in low-density residential and other zoning districts and reduce or eliminate regulatory or procedural barriers to housing production when possible. (p. 27)*
    b. *Applicable Core Values: Livability, Sustainability, and Innovation.*

2. The proposed code changes are consistent with the following key goals of the City's Comprehensive Plan:
    a. *CD-1 Citywide land supplies. Establish land supplies and density allowances that are sufficient to accommodate long-term…population and employment forecast allocations.*
    b. *CD-4 Urban centers and corridors. Achieve full potential of existing and emerging urban activity centers and the corridors that connect them by:*
        i. *Promoting or reinforcing a unique identity or function for individual centers and corridors;*
        ii. *Planning for a compact urban form with an appropriate mix of uses;*
        iii. *Working with stakeholders to develop flexible standards to implement the vision for that center or corridor;*
        iv. *Encouraging innovative, attractive private development that efficiently uses available land and resources;*
        v. *Establishing connectivity within each center and to other areas to provide accessibility;*
    c. *CD-5 Mixed use development. Facilitate development that combines multiple uses in single buildings or integrated sites.*
    d. *CD-7 Human scale, accessible development, and interaction. Facilitate development that is human scale and encourages pedestrian use and human interaction.*
    e. *CD-9 Compatible uses. Facilitate development that minimizes adverse impacts to adjacent areas, particularly neighborhoods.*
    f. *CD-10 Complementary uses. Locate complementary land uses near one another to maximize opportunities for people to work or shop nearer to where they live.*
    g. *EC- Efficient use of employment land. Maximize utilization of land designated for employment through more intensive new building construction and redevelopment and intensification of existing sites.*
    h. *H-6 Housing placement near services and centers. Facilitate siting of higher density housing near public transportation facilities and in designated centers and corridors.*

3. *The proposal is in the public interest in that it seeks to result in development of higher density, multi-family and mixed use projects in the northern portion of Section 30 that will complement employment based uses in the rest of Section 30. In exchange for allowing such uses in a more expansive way, qualifying property owners would agree to relinquish their rights under existing development agreements to develop their property for uses such as large warehouses, mini-storage facilities, single-family detached residences, asphalt batch plants, etc. that are seen as being less supportive and mostly incompatible with nearby employment uses.*

Recommended Action
Forward to City Council a recommendation for adoption of the proposed amendments to VMC 20.690, Section 30 Plan District, as described in Attachment B.

Staff Contacts
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Attachment(s)
A. Presentation
B. Proposed Revisions to VMC 20.690
C. Revised PADA for Grayrock (Rotschy), dated June 10, 2024
D. Revised PADA for Section 30 PIT (Tapani), dated June 10, 2024
E. SEPA DNS, dated January 10, 2025
F. SEPA Environmental Checklist

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February 7, 2025

BY EMAIL planningcommission@cityofvancouver.us and chad.eiken@cityofvancouver.us

City of Vancouver Planning Commission
c/o Chad Eiken
P.O. Box 1995
Vancouver, WA 98668-1995

Re: HP Inc.'s Initial Comments on Draft Section 30 Code Amendments to address Property Owners with Pre-Annexation Development Agreement ("PADA Amendments") and SEPA Comments

Dear Chair Adigweme and Commissioners:

This office represents HP Inc. ("HP"), the owner of property located at 18208 SE 1st Street, Vancouver, WA. HP is the only property owner to date that has master planned as intended by the Section 30 Urban Employment Center Subarea Plan ("Subarea Plan") and Section 30 Urban Employment Design Guidelines ("Design Guidelines"). Please include this letter in the record for the PADA Amendments.

HP undertook a nationwide search in 2018 and 2019 to determine where to invest in a new development and determined that Vancouver provides its employees with a livable community where they can live, work and play. A significant part of the calculus for investment was based on available land that would suit HP's needs, and the planning documentation that informed the way surrounding development would occur. Based on this analysis and the well-conceived Subarea Plan and Design Guidelines that would govern surrounding development, HP negotiated the purchase of its property and a development agreement.

The City of Vancouver ("City") and HP entered the HP-City of Vancouver Development Agreement (the "Development Agreement") in December 2019. Since that time, HP has worked diligently to master plan its Section 30 property in compliance with the standards vested under the Development Agreement to govern development of the HP property over the next 10-15 years and beyond. In addition, HP has moved forward with development of a portion of Phase 1 of its development and is under construction on its first building.

HP's efforts to-date are a catalyst for development in Section 30. HP's master planning and implementation have involved careful coordination with property owners throughout Section 30 and with the City to bring needed infrastructure improvements to the neighborhood. These infrastructure improvements include, but are not limited to support for the City's 1st Street project,

and extension of stormwater, sewer, and recreational trail construction for the extension of NE 184th Avenue from 1st Street to the north.

After all of this concerted effort, HP is concerned that the PADA Amendments will erode the intended plan for Section 30 by trying to accommodate a few property owners who are subject to development agreements that are nearly 20 years old and no longer fit those property owner's desires.[1] Yet, under the PADA Amendments those same property owners will be able to take advantage of the benefit that HP brings to the neighborhood as a desirable employment center, without undertaking the planning that HP expected to ensure quality, urban development in Section 30. As a result, the proposed PADA Amendments are a hasty reaction to those property owners but do not accommodate HP's anticipations for surrounding development.

HP is aware of the PADAs held by property owners, and also understood the type of development that could occur under those agreements by the timelines set forth. While such development may not be the desired outcome for the City, many of the uses that would likely occur over the next few years are more easily redeveloped than the type of suburban development being promoted in the PADA Amendments that would turn an anticipated employment center into medium density housing and shopping centers. Such result would contrast with the urban employment center anticipated under the Subarea Plan and Design Guidelines.

HP requests that the City slow down the PADA Amendment process and instead of excising all master planning and Design Guideline requirements, consider a detailed written code that may require less than a full master plan but retains the integrity of the design and coordination needed for a successful Section 30 employment center neighborhood. As the proposed PADA Amendments stand, they have not been drafted in a way that looks at all of the interconnection with the character of development and the type of standards that would lead to fully thought-out outcomes. HP sees no need to rush the drafting, and recommends that the City slow the process down and give holistic thought to outcomes that will satisfy all parties' expectations for future development, including HP's interests as more fully set forth below.

I. The proposed method for detailing allowed uses does not holistically consider Section 30 as an urban employment center.

The PADA Amendments appear to favor housing over all other uses. The proposed amendments do not establish any goals or mention any ratio for land that will be reserved for mixed uses, or commercial and employment uses. The mixed use goals of the Subarea Plan were one mechanism to ensure an urban employment neighborhood and should not be abandoned wholesale for land with existing PADAs. The blanket removal in the proposed code of most guiderails in the form of appropriate polices and design guidelines that would otherwise apply to the anticipated mixed use development means that the amendments create significant loopholes that could result in no urban center, focal point or main street to ever be built.

[1]To clarify the City's record regarding the applicability of the proposed PADA Amendments, the 30-acre portion of HP's property currently under review for the HP East Master Plan application is currently subject to the Pacific Rock Development Agreement, a PADA. Consistent with the Development Agreement, HP could take advantage of the PADA Code Amendments until the HP East Master Plan is approved.

Further, the draft amendments include prohibited uses, but do not appear to be comprehensive enough to ensure the anticipated development types considered in the Subarea Plan. The City should consider incorporating other prohibited uses in VMC 20.690.030.C.4.a. Such prohibited uses should include drive through establishments, marijuana growing, processing and retail operations, smoking only establishments, adult entertainment, incarceration, post-incarceration facilities, cemeteries, animal slaughtering, tobacco manufacturing, leather and hide tanning, and explosive manufacturing and tire manufacturing. This list helps protect Section 30 from intense uses with greater traffic impacts than anticipated in the urban employment neighborhood, as well as better align with preferred ECX and residential uses.

II. Lack of master planning means the City needs to step up and guarantee coordination between developments.

One of the best aspects of the Subarea Plan, Design Guidelines, and existing VMC is the master planning requirements for coordination by property owners for needed infrastructure and ensuring the compatibility of development between neighboring properties. Under the current Code provisions, the responsibility for coordinating grades, infrastructure and utility capacity is is placed on the party who is master planning. In contrast, the proposed PADA Amendments remove the master planning requirement and leave a void. The City should expressly be required under the Code to coordinate these aspects of development for PADA property owners through specific language in the amended Code.

As currently drafted, the PADA Amendments do not require any coordination and the City has not taken a role to demand that grade coordination, infrastructure coordination, including new and different traffic, stormwater, parking, utility, and other development impacts are assessed against existing or planned capacity. The PADA Amendments are too vague and include no mechanism to ensure that PADA property owners' traffic impacts are appropriately mitigated or that vested traffic trips are addressed; or that reserved utility capacities are maintained.

As the above changes are considered, the PADA Amendments should also incorporate a broader notice provision for any PADA property owner who submits a land use application. In the development of a new neighborhood like Section 30, the notice provision should apply to all property owners in Section 30 (or their designated representatives), instead of a narrow 500 foot radius notice provision. The impacts of potential development on infrastructure and activities in the new neighborhood is too important to limit notice.

III. Abandoning the Design Guidelines does not make sense.

Under the PADA Amendments, VMC 20.690.030.C.4.d proposes to eliminate the applicability of the Design Guidelines to PADA property owners. However, this failure to implement the Design Guidelines jeopardizes architectural and design integrity across new development in Section 30 and is a complete departure from the City's original vision for the new neighborhood. The PADA Amendments do not propose any alternative Design Guidelines. Instead of throwing the baby out with the bath water, the City should do a careful assessment of

the existing Design Guidelines and ensure that the most important guidelines apply to all property owners, even those exercising the option to go down the "Alternative PADA Path."

Further, the proposed language under this provision creates internal inconsistency in the Code as later references still appear to require compliance with some Design Guidelines. For example, VMC 20.690.040.D.4, VMC 20.690.070.E.4, and VMC 20.690.040.G.6 require meeting the Design Guidelines and/or intent of the guidelines, which are proposed to be waived under the alternative path. This conflict creates ambiguity and potential loopholes for enforceability of intended standards, and there is no reason to sacrifice street design and landscape for PADA property owners.

In addition, HP believes that to ensure quality development the City should adopt clearly written standards for landscape, screening and buffer requirements. These requirement are especially important for all referenced setbacks and parking areas.

Some of HP's specific concerns are captured in the following table:

#	PADA Amendment Provision	Text	HP Concern
1	20.690.040.A	Development within the Plan District shall be subject to the development standards contained in VMC 20.440.040 and 20.440.050 except as modified herein. Urban Neighborhood Overlay development is subject to the development standards contained in VMC 20.690.070, Section 30 Urban Neighborhood Overlay. [Alternative PADA Path: Development shall be subject to the development standards in VMC 20.690.070, Section 30 Urban Neighborhood Overlay.]	1. Unclear whether the intent of this change is that VMC 20.440.050 would not apply under the alternative path. If so, the impacts from storage areas could adversely affect the overall quality of development in Section 30. See e.g. VMC 20.440.050(A)(1)(a). 2. VMC 20.690.070.C states "The urban neighborhood includes both a mixed use center and adjacent residential area that is master planned as a cohesive whole." The draft code has no mechanism to achieve this goal if no master planning is required. 3. Under the Alternative PADA Path, the City should specify the required ratio of land used for mixed use vs. residential and explain the way in which the ratio will be enforced. VMC 20.690.070.C.4 states no more than 50% of the total square footage

			envisioned by the Master Plan for any one major use type (commercial, office or residential) can be granted site plan approval until site plan approval is provided for at least 25% of the total square footage of all remaining use types envisioned in the Master Plan.
2	20.690.040C	Drive-through uses shall be limited to within parking structures or building.	As stated above, drive through uses are traffic inducing and were not originally contemplated throughout Section 30 except in the limited context stated in the middle column. This provision should be amended to prohibit drive through establishments for the Alternative PADA Path.
3	20.690.040.E	E. Parking spaces provided for individual uses shall be no less than 80 percent of the minimum required indicated in Table 20.945.070-2, and no more than 115 percent to the amount provided in Table 20.945.070-2. The planning official may approve parking beyond the maximum or a parking reduction from the required minimum based on a parking study that justifies the change. Structural parking is permitted subject to the design standards contained in VMC 20.945.060. Structural parking shall count toward the minimum but not the maximum number of parking stalls. [Alternative PADA Path: Parking spaces for individual uses shall be no less than 50% of the minimum required as	1. The requirements of VMC 20.690.070.D.10 and VMC 20.690.070.E.10 should apply to the Alternative PADA Path except for minimum required parking. The applicability of these standards should not only apply to the Urban Neighborhood Overlays ("UNOs"). 2. The Alternative PADA Path should require a parking study to confirm sufficient parking and/or public transit with each phase of development. 3. Similar to HP's comments above about the Design Guidelines, VMC 20.690.070.D.10.f requires compliance with the Design Guidelines and such requirement should be maintained, or alternative standards should be adopted. 4. The staff report suggests that the parking lot development standards of VMC 90.945 would apply, but the Code language cross-references VMC 20.690.070.D.10 and E.10

		indicated in Table 20.945.070-2. Parking for Urban Neighborhood Overlays shall be subject to VMC 20.690.070.D.10 & 20.690.070.E.10.]	which do require compliance with the Section 30 Design Guidelines.
4	20.690.040.G.5	5. The maximum block ~~face~~ length within the Plan District shall be 600 feet generally, and 300 feet in the Urban Neighborhood Overlay areas. [Alternative PADA Path: Multi-use paths of at least 12' in width that allow access from the public way into the development may be used to meet maximum block spacing of 600 feet generally in the Plan District and 300 feet generally in the Urban Neighborhood Overlay areas. Such pathways shall provide pedestrian scale lighting. If found to be infeasible due to severe topographic constraints, this overall requirement may be modified by the Planning Official.]	Emergency vehicular circulation and access with larger blocks are not addressed with minimum paths of 12 feet under the Alternative PADA Path.
5	20.690.070 (title)	20.690.070 Section 30 Urban Neighborhood Overlay (Optional)	The phrase "(Optional)" should be removed from the title as any property owner exercising the Alternative PADA Path should be required to comply with this section of the Code.
6	20.690.070.B	B. *Applicability*. No more than two urban neighborhoods may be proposed and located within the Section 30 Plan District boundary, Figure 20.690-1. The general	1. This drafting is unclear as to whether the Alternative PADA Path allow lower density in some UNOs. For example, if there were four UNOs, would two require a 22 units/acre minimum and the other two could have less units/acre?

		locations of the overlays depicted in the Section 30 Employment Center Plan document are conceptual. The Urban Neighborhood Overlay is applicable to the entire area shown on Figure 20.690-1. [Alternative PADA Path: The number of UNOs may exceed two if the minimum residential density is 22 units per net acre for any residential or mixed use project in more than two UNOs areas].	2. The PADA Amendments do not address how allowing more than two UNOs changes the original vision and goals for Section 30, including, but not limited to impacts to future employment uses, sense of place/community, walkability. 3. As drafted, the Alternative PADA Path does not ensure land is reserved for future mixed uses.
7	20.690.070.C.1	1. *Urban Neighborhood Mixed Use Center*. This area is the organizing element and activity center for the urban neighborhood. The mixed use center is built around a focal point, whether it is a main street, or an amenity such as a plaza, a park or a lake. Multi-story mixed use buildings with commercial or office uses on the ground floor and housing above reinforce the center's character. A minimum of 15 percent of the total urban neighborhood housing units shall be located in the mixed use center. [Alternative PADA Path: Residential uses in the Urban Neighborhood Mixed Use Center shall be allowed on the ground floor of multi-family and mixed use buildings unless fronting on a main	1. The draft code is unclear about whether the Alternative PADA Path requires the minimum 15% of housing units must be included in the first Mixed Use Center approved. 2. The draft code is unclear about whether the Alternative PADA Path requires the Mixed Use Center to be built prior to approval of Residential only areas.

		commercial street within a designated urban mixed use center. Additionally, if at least one Urban Neighborhood Mixed Use Center is approved, other UNOs areas may be proposed as Urban Neighborhood Residential Areas without a mixed use center and the minimum 15 percent requirement shall not apply.]	
8	20.690.070.C.2	2. *Urban Neighborhood Residential Area.* This area is organized around the neighborhood mixed use center and includes a mix of housing and densities achieving an average minimum net density of 18 units an acre. A maximum of 85 percent of all housing units shall be substantially clustered within one-quarter mile of the urban neighborhood mixed use center. The one-quarter mile shall be measured in a straight line from the outer boundaries of the neighborhood to the nearest boundary of the mixed use center. [Alternative PADA Path: A minimum of 50% of residential units shall be substantially clustered within 1/2 mile of the urban mixed use center.]	The City should specify a minimum required land area, by square footage of buildings or percentage of land to be used for the mixed use center and main commercial street frontage.
9	20.690.070.D	D. *Development Standards – Urban Neighborhood Mixed Use Center(s).*	Development standards should be drafted to apply to UNOs without a mixed use center.

		[Alternative PADA Path: This section shall not apply to an UNO that is permitted without a mixed use center per VMC 20.690.070.C.1.]	
10	20.690.070.D.1.a	1. *Urban Center Focal Point.* a. Urban Neighborhood Mixed Use Centers shall be organized around a focal point, which could include a main street, town square, plaza, park, or water feature consistent with the Section 30 Urban Employment Center Plan.	The intent of the Design Guidelines is for the non-main street focal point to be a minimum of 10,000 square feet with no dimension less than 80 feet. The main street or focal point requirements need to be specified for the Alternative PADA Path.
11	20.690.070.D.3.c	c. Maximum building heights shall not be restricted provided architectural methods are applied to reduce the building scale and mass of at least the first three floors (including ground floor). [Alternative PADA Path: The architectural methods shall not apply.]	The Alternative PADA Path does not ensure architectural integrity and interest be achieved. This waiver would appear to allow flat roofs and walls with no articulation, contrary to the pedestrian experience and neighborhood character anticipated under the Subarea Plan.
12	20.690.070.D.7.a-b	a. Blank walls in excess of 15 lineal feet along sidewalks or other pedestrian areas are not permitted. [Alternative PADA Path: Section 20.690.070 D, 7, a. shall only apply to walls facing the Urban Center Focal Point.] b. Transparent windows/doors shall be provided along at least 75 percent of the ground floor	In order to promote architectural interest/integrity and pedestrian experience, the City should consider modifying instead of eliminating these requirements (including the elimination to everywhere but facing Urban Center Focal Point in subsection (a)).

		façades and the base of the windows shall be between one and three vertical feet above the ground or sidewalk. [Alternative PADA Path: Section 20.690.070 D, 7, b. The blank wall standards regarding windows shall not apply.]	
13	20.690.070.D.8.a	a. All setback areas shall be landscaped consistent with the Section 30 Design Guidelines or developed as hardscape plazas. [Alternative PADA Path: All setback areas shall be landscaped or developed as hardscape plazas.]	The City should consider design guidelines to ensure proper screening between properties and overall landscape design integrity.
14	20.690.070.D.9	9. *Streets and Access.*	The Alternative PADA Path does not appear to have bicycle lane requirements.
15	20.690.070.D.9.c.1	c. Access i. Vehicular access to off-street parking behind or within buildings, and to loading docks and service areas shall be through public or private alleys. If structural parking is provided access may be located on the street frontage. [Alternative PADA Path: Vehicular access to off-street parking behind or within buildings may also be via a driveway.] ii. Direct driveway access to the surrounding arterials,	1. The intent of these changes are unclear. This code language appears to diverge completely from the behind building/alley parking compatible with an urban employment neighborhood in favor of suburban residential development with front facing driveways on streets. The Alternative PADA Path should not allow access driveways along street frontages, especially in the absence of a main street in order to preserve development expectations in this urban employment neighborhood. 2. Direct driveway access on NE 184th Avenue and NE 179th Avenue (as NE 184th Avenue is renamed NE 179th Avenue north of NE 9th Street as it

		SE 1st Street, NE 192nd Avenue, NE 18th Street, and NE 172nd Avenue shall be prohibited.	enters Grayrock's property) should also be prohibited.
16	20.690.070.D.10.a	10. *Parking.* a. Parking spaces provided for individual uses shall be no less than 60 percent of the minimum required indicated in Table 20.945.070-2, and no more than 115 percent to the amount provided in Table 20.945.070-2. The planning official may approve parking beyond the maximum or a parking reduction from the required minimum based on a parking study that justifies the need. [Alternative PADA Path: Section 20.690.070 D, 10, a. Parking spaces for individual uses may be no less than 50 percent of the minimum required indicated in Table 20.945.070-2.]	The Alternative PADA Path should require a parking study to reduce parking spaces to a minimum of 50%. There has been no analysis that transit will be increased to Section 30 or that there is adequate parking within Section 30, especially given the limited street parking available or anticipated in the new neighborhood that otherwise appears to be assumed in the drafted amendments.
17	20.690.070.D.10.c	c. Structural parking shall count toward minimum but not the maximum number of parking stalls. [Alternative PADA Path: Tuck-under parking is considered structural parking.]	The intent of this code change is unclear. This code language appears to diverge completely from the behind building/alley parking compatible with an urban employment neighborhood in favor of suburban residential development with tuck under parking facing streets. The Alternative PADA Path should not allow access tuck under parking along street frontages, especially in the absence of a main street in order to preserve development expectations in this urban employment neighborhood.

18	20.690.070.D.10.e	e. Off-street parking shall be located to the rear of buildings. [Alternative PADA Path: Off-street parking is generally prohibited between buildings and the main commercial street frontages.]	The Alternative PADA Path should include a screening requirement for off-street parking not screened by buildings.
19	20.690.070.D.10.f	f. Parking shall meet the Section 30 Design Guidelines. [Alternative PADA Path: Section 20.690.070 D, 10, f. Section 30 Design Guidelines shall not apply to parking.]	As previously stated, specific design guidelines should be applied to parking, and guidelines in general should be adopted and applied to the Alternative PADA Path.
20	20.690.070.E.3	3. *Building Height.* Maximum building heights shall not be restricted provided architectural methods are applied to reduce the building scale and mass of at least the first three floors (including ground floor). [Alternative PADA Path: The above architectural methods shall not apply.]	The Alternative PADA Path does not ensure architectural integrity and interest will be achieved. This waiver would appear to allow flat roofs and walls with no articulation, contrary to the pedestrian experience and neighborhood character anticipated under the Subarea Plan.
21	20.690.070.E.4.a	4. *Building Setbacks.* a. Urban Neighborhood Residential area boundary abutting the ECX zoned area outside of the overlay boundary shall provide a minimum 20-foot landscaped setback that meets the intent of the Design Guidelines.	Setback between ECX and residential uses should be larger than the 10 feet specified in the Alternative PADA Path to help buffer noise, traffic, lighting, etc. Further, the staff report seems to contradict the code language saying that a 20-foot landscaped setback would still be required.

		[Alternative PADA Path: Does not apply when abutting existing or planned parks and/or residential uses that are compatible with the Urban Neighborhood Residential Area; in other cases may be a 10-foot landscaped setback area but without having to meet the intent of the Design Guidelines.]	
22	20.690.070.E.6-7	6. *Building Form and Appearance.* Building form and appearance shall be consistent with Section 30 Design Guidelines. [Alternative PADA Path: This section shall not apply.] 7. *Landscaping and Fencing.* [Alternative PADA Path: This section shall not apply.]	As previously stated, specific design guidelines should be applied to parking, and guidelines in general should be adopted and applied to the Alternative PADA Path.

Finally, the PADA Amendments do not clearly state whether the Subarea Plan policies apply under the Alternative PADA Path. As with the Design Guidelines, HP believes that the City should review the Subarea Plan policies and specifically incorporate those policies in the Alternative PADA Path review that will ensure the quality of development anticipated in this new urban employment neighborhood. The Type II review process, could accommodate such a narrative addressing the applicable plan policies.

IV. The proposed PADA Amendments do not meet the goals of the City's Comprehensive Plan.

The approval criteria require a finding of consistency with the Comprehensive Plan and the and that the proposal is necessary to further the public interest based on present needs. The staff report proposes findings on pages 7-8 that summarily state that the proposed changes are consistent with a list of goals from the City's Comprehensive Plan. But, from HP's perspective, the only goal that is met is expanding the potential for housing protection. The other goals listed CD-1, CD-4, CD-5, CD-7, CD9, CD-10, and EC are all being abrogated for the reasons set forth in Sections I-III of this letter. Namely, the proposed PADA Amendments reduce options for mixed use, remove aesthetic and design guideline treatment that would govern compatibility of uses and the human

scale of development, and end master planning. Further, favoring housing development over preservation of employment land is in direct contrast to the EC goal listed in the report. As has been stated, no assessment of public transit has been provided to claim that goal H-6 is met. For all of these reasons it is too premature to claim that the City's Comprehensive Plan policies and goals are being met.

Notwithstanding the foregoing, the staff report does not address the Subarea Plan, which was adopted by ordinance in in 2009, where the plan was expressly added to the City's Comprehensive Plan. See Ordinance M-3930. The staff report does not address any of the goals or policies of the Subarea Plan. As the PADA Amendments are currently written, and without the assessment of economic impacts (discussed further below) and all the other concerns raised throughout this letter, HP is unaware how the goals and policies of the Subarea Plan could be met.

Finally, the interest to avoid harmful development in favor of tradeoffs with current PADA holders can still be accomplished, but on a slower timeframe. The City should draft better Code amendments that take into account these comments, and would still lessen the likelihood of disfavored development. Given current market conditions, there is time to slow down and consider an economic study of the impact from moving away from an employment neighborhood towards a more heavily residential neighborhood to ensure that the PADA Amendments are not being implemented without full information as to their long term impact. Such economic study would inform the best methods to offer some flexibility under the Code, but preserve the land for the correct mix of uses to meet the City's needs now and in the future, and meet the City's Comprehensive Plan goals and policies. The staff report already describes the intent to extend the PADAs further to account for current market conditions, and doing so would also give the City staff time to re-think these Code amendments in light of the comments in this letter.

V. <u>The SEPA review is inadequate.</u>

Many of the foregoing comments make it clear that HP has concerns about potential environmental impacts that could occur if the PADA Amendments are adopted as written. HP did not receive notice of the SEPA prepared for the PADA Amendments, despite its consultant's verbal request to be added to the notice list associated with the PADA Amendments. HP has not had adequate time to review the SEPA documents which were first found by HP on February 4, 2025 when its consultants observed the meeting packet published to the City's website.

Nonetheless, HP objects to the SEPA process and has the following initial comments. The materials in the Planning Commission hearing packet are inconsistent as to when the SEPA comments are due. A copy of the SEPA notice suggests that the due date for comments is February 9, 2025, which falls on a Sunday and means the next business day is the deadline – February 10, 2025. However, the staff report says the comment period expires on February 13, 2025, which implies that notice may not have been published until some date after January 10, 2025 (the date the City says it submitted the SEPA Checklist). In all events, HP requests the SEPA be re-noticed or the deadline for comments be extended for at least fourteen (14) days from the February 11, 2025 hearing date, or more if Code revisions will be made in response to HP's substantive

comments above. If the 30-day extension is granted, the comments would be due February 25, 2025.

In the event the City chooses not to extend the deadline and resolve this procedural objection, then HP offers the following comments. A DNS, or at a minimum, the currently issued DNS is inappropriate because the full extent of environmental impacts from the PADA Amendments have not been addressed. The checklist basically determines there are no impacts to the environment because the proposal calls for only non-project Code amendments, but the checklist ignores the actual changes that will impact the environment compared to the status quo version of the Code. Since master planning and coordination of infrastructure is being abandoned wholesale for at least over 40% of the remaining privately held land in Section 30, the impacts to air, stormwater, energy resources and utilities to serve future development are all unaddressed in the checklist. In addition, the design guidelines related to landscaping are being completely changed, as is the reduction in open space for certain private developers which impacts the landscape related questions, as well as the landscape's purpose to buffer residential uses from other uses in Section 30.

By stating that how many people would work or reside in Section 30 does not apply, the checklist ignores the planned employment on HP's property. However, this is exactly HP's point, its employees do matter and the impacts of these PADA Amendments on this employment population needs to be assessed. Similarly, the checklist falls short on describing with any accuracy how many housing units are to be provided. The staff reports merely reaches a conclusion and states that the required minimum 850 housing units to be provides in the UNOs would not apply and that minimum number of housing units would be driven by acreage. But, the reality is that the City should have goals about housing unity targets and again how those densities would be served by infrastructure needs, including all the infrastructure discussed above, and public transportation and bicycle infrastructure. Further, such a wholesale change in housing density should be assessed against City-wide availability of land for housing as compared to land available for employment. As the City is well-aware, Section 30 is some of the only large swaths of vacant land within the city's boundary and approximations and hopeful outcomes are not enough to assess environmental impacts here. The trade-off between transforming an urban employment neighborhood envisioned by the Subarea Plan to a suburban residential development is completely ignored in the checklist and as a matter of overall land supply in the City limits.

HP incorporates by reference its specific comments under Sections I-III of this letter as raising significant concerns about the aesthetic impacts of the PADA Amendments if there is no master planning, no design guidelines, and no Subarea Plan policies applied to the Alternative PADA Path. Once more, the City's conclusion that the aesthetics section of the SEPA checklist is inapplicable is not correct.

Additionally, several section of the checklist such as section 8.a, 8.a, 11.c, and 15 are left without adequate information based on the changes proposed. Current use of properties in Section 30 should be inserted; housing density and related questions should be answered; changes to limits of floor footprints from 12,000 square feet should be assessed as to impacts to light or glare; and

impacts to demand for public services, including but not limited to, school, fire and police services should be addressed.

Finally, the SEPA Checklist Section D seems to assert that properties in Section 30 are vulnerable to undesirable industrial uses without supporting data or information to support this assertion. From HP's perspective, the current market does not support undesirable industrial uses, and with HP's investment in Section 30, higher and better uses will be sought in the new Section 30 neighborhood. More time should be taken to adequately assess potential environmental impacts. Additionally, the record does not appear to include an economic assessment or analysis of the economic impact of the proposed Code changes. As of today, the record here does not support a DNS.

CONCLUSION

Based on the detail and length of these comments, it is apparent to HP that this drafting process to adopt an Alternative PADA Path is not complete or fully thought through in terms of adverse impacts of making the contemplated changes. HP asks the Planning Commission to send the draft amendments back to City staff to undertake additional review and drafting in light of these comments, to continue the public hearing, and consider additional workshops prior to such continued hearing. Thank you for the opportunity to participate and your attention to these important matters.

Sincerely,



Jennifer M. Bragar

cc: (all by email)
client
Mark Person
Patrick Quinton

CITY OF Vancouver WASHINGTON

MEMORANDUM

DATE: February 11, 2025

TO: Planning Commission

FROM: Chad Eiken, Director
Community Development Department

RE: **Response to HP Comment Letter dated February 7, 2025**

CC: Rebecca Kennedy, Deputy Director, CDD
Chim Chune Ko, Real Estate Project Manager, EP&H

Staff has had an opportunity to review the comment letter from HP's attorney dated February 7, 2025 regarding the proposed code changes to VMC 20.690, Section 30, and would like to respond at least generally to HP's comments in this memo.

First, it is important to acknowledge that HP is a highly valued employer with a long-standing presence in the City of Vancouver, which has led to significant contributions to the community over many years. When HP announced it was looking for a new location, City staff, with the support of City Council, actively assisted HP in finding a suitable site for its new campus in the City of Vancouver, and was pleased when they selected Section 30. The investment that HP has committed to making in Section 30 in terms of infrastructure and buildings, and the long-term positive impact they will have on the area as they plan for employment growth cannot be overstated. Vancouver is fortunate that HP chose to stay and grow their operation here.

HP is understandably interested in protecting their investment in Section 30 from incompatible development of nearby properties. City staff, in proposing the current set of amendments, also are seeking land use outcomes that are more compatible with HP and in alignment with the vision for Section 30 as an employment district with supporting higher density residential and commercial uses, over what might be developed under existing development agreements.

The property owners currently have vested development rights under their PADAs to build out over 220 acres for large warehouses, single family detached subdivisions, mini-storage, asphalt batch plants and a number of other uses that would neither promote high-density employment nor high-density residential uses. Because their development agreements expire in June of 2027, they have indicated that they feel pressured to propose developments on their property for uses that are allowed under their agreements before they expire, when the full range of development standards in VMC 20.690 will apply. Already, 60+ acres of PADA property has been

proposed to be developed for a 456,000 square foot warehouse and a 300-lot detached single family subdivision.

Because of these existing agreements, City staff reached out to the two largest PADA property owners to find out what, if anything, might lead them to abandon their rights to certain uses. In this case, City staff actually *negotiated* the proposed set of development code changes with the two largest PADA property owners in Section 30. The current approach is not how the City would typically propose new land use regulations, but staff feel that such an approach is warranted to avoid worse land use outcomes.

The "grand bargain" which is reflected in the proposed code amendments is simple: in return for: a) the ability to build greater residential density, b) modest flexibility in development standards, and c) a more streamlined review process, the two PADA holders would agree to abandon their rights to develop their properties for a number of uses which are deemed to be inconsistent with the vision for Section 30. Such an outcome would not be possible using a more traditional process where the City develops and enacts such regulations unilaterally.

Staff Responses to HP's comments (see 2/7/25 letter from Tomasi Bragar DuBay for further detail in their comments):

I. *The proposed method of detailing allowed uses does not holistically consider Section 30 as an urban employment center.*

Staff Response: HP writes that the PADA Amendments appear to favor housing over all other uses which is not accurate. Section 30 currently contemplates housing as a key supporting use to lands used for employment, up to 100 acres of housing and commercial retail uses are allowed in up to two Urban Neighborhood Overlays (or UNOs), with a maximum area of 50 acres each, which any property owner can designate on their property. The amendments would allow more higher-density multi-family housing in Section 30 than was originally contemplated, through two modifications: 1) More than two UNOs areas would be allowed in Section 30 and 2) any UNOs may be larger than 50 acres. To increase residential density in furtherance of city goals, any more than two UNO areas or any UNOs land larger than 50 acres must be developed at a density of 22 units per net acre (vs. 18 units per net acre). A commercial mixed-use center with a focal point is still required under the proposed code changes, and other employment uses including offices or research development would continue to be allowed. The proposed changes are intended to promote a wide range of uses that would be complementary to HP's campus.

Throughout the comment letter, HP's representative notes that a primary concern with the proposed "alternative PADA path" is that the City would exempt properties from having to comply with the Section 30 Design Guidelines. While it is true that PADA holders who opt in to this alternative path would not be subject the separate design guidelines, because of their vested status, any project that is proposed under their PADA would not be required to meet the Section 30 Design Guidelines. However, this is not to say that all design or development standards are waived under this alternative path. There would still be still minimum setback, landscaping, parking, sidewalk, and building frontage standards, minimum open space, limitation on blank walls, maximum

block length, rain protection features, minimum lot sizes, etc. that would apply to such projects as code *standards*, not merely guidelines. In the Urban Mixed-Use Center, which at least one of the property owners intends to build, design standards are proposed to ensure the center has a focal point (such as a plaza, park or public art), is walkable, minimizes blank walls, ground floors of buildings have a tall ceiling height, and the location of parking is tucked behind buildings, among other such standards.

The draft code lists the vested uses allowed by the PADAs that the owners would be required to abandon their rights to if they follow the Alternative PADA Path, such as warehouses, mini-storage, single-family detached residential, asphalt batch plants, car washes, etc. HP requests that the code amendments include additional prohibited uses such as: drive-throughs, marijuana growing/processing/retail operations, smoking only establishments, adult entertainment, incarceration, post incarceration facilities, cemeteries, animal slaughtering, tobacco manufacturing, leather and hide tanning, and explosive manufacturing and tire manufacturing. Staff does not believe any of the PADAs provide vested rights for any of these additional uses, nor are they allowed by the ECX Employment Center Mixed Use District (which is the zoning for Section 30), therefore it would be unnecessary to include these uses in the code as 'to be abandoned' by PADA holders.

II. *Lack of master planning means the City needs to step up and guarantee coordination between developments.*

Staff response: The PADA property owners are already coordinating with each other on finished grades, street design and construction, and utilities including a sewer pump station to serve the area, and the City has been involved in these discussions and providing direction. The location and cross-section of arterial streets through Section 30 have already been determined by the City's Transportation and the property owners have agreed to their design and alignment. The City will continue to provide direction and ensure that infrastructure is well-coordinated in Section 30.

Project-specific impacts such as from increased traffic will be evaluated on a project-by-project basis by City staff and mitigated by the developer as appropriate, as is the case for every development project in the City.

As discussed earlier in this memo, the proposed development code changes are a result of extensive negotiations with the PADA property owners, and one of the PADA holders' core 'non-negotiable' deal points was that developments under the alternative PADA path be allowed to be reviewed and approved under a Type II site plan review (approval by city staff), as opposed to a Type IV master plan review (approval by Planning Commission and City Council) in order to improve certainty, reduce permitting costs, and streamline the process. Requiring a master plan through this alternative process would defeat the City's primary objective of getting PADA holders to abandon rights to certain land uses.

HP requests that PADA holders be required to provide a wider notice provision for any when a land use application is submitted to the City, beyond the current 500-foot radius but does not suggest a new distance. Section 30 is nearly a square mile in size, and so

HP raises a potentially valid concern with the City's notice provisions because Section 30 is so large. It might make sense, however, to increase the distance for sending notices of pending land use applications to *all* properties in Section 30, rather than limiting it to just the properties developing under the alternative PADA path, as these PADA properties are just as likely to be impacted by other developments in Section 30.

III. *Abandoning the Design Guidelines does not make sense.*

Staff response: The proposed code amendments would make it clear that Design Guidelines in Section 30 would not apply to developments that take the alternative PADA path. The PADAs expressly vest properties to land uses and development standards that were in effect at the time the agreement was approved, which is the essential meaning of the term 'vested rights.' The Design Guidelines were adopted by the City several years after the PADAs were approved, and therefore the City cannot legally apply these to projects that are applied for under a PADA. So, while HP suggests that the City is giving up significant design review control over projects that take the alternative PADA path, in actuality there never has been any design review control over PADA projects via the Design Guidelines.

HP highlights several specific code sections where compliance with the Design Guidelines is specifically required which they indicate creates internal inconsistency. Staff acknowledges that there could be some confusion where a specific note was not added that says 'such guidelines do not apply under the alternative PADA path,' however the blanket provision at VMC 20.690.030 C, 4, d is intended to apply throughout the chapter and it is unambiguous: *"The Section 30 Design Guidelines shall not apply to those properties which utilize the Alternative PADA Path."*

HP requests that the proposed Type II review process should require projects that follow the alternative PADA path to incorporate a review of how the project meets the (Section 30) Subarea Plan policies to ensure the quality of development. Subarea plan policies are set forth in order to inform regulations, and many of the subarea plan policies, if made approval criteria, would contradict much of the flexibility in development standards that has been built into the alternative PADA path. As noted previously, the proposed code changes are based on months of negotiations with PADA property owners to increase flexibility and encourage more desirable land uses. Adding a requirement to demonstrate consistency with subarea plan policies to the approval criteria for a Type II site plan approval – amounting to making findings for 24 separate land use policies, 6 master planning policies, 17 urban design policies, 5 grading and elevation policies, 28 transportation policies, 18 open space policies, and 24 public utility policies – would be almost certainly reduce the likelihood that any PADA holder would consider taking the alternative PADA path. For these reasons staff is not in favor of this request.

IV. *The proposed PADA Amendments do not meet the goals of the City's Comprehensive Plan.*

Staff response: HP states that the proposed amendments reduce options for mixed use, remove aesthetic and design guideline treatment, and end master planning. On the contrary, PADA holders would be able to develop their properties for any use that is allowed in the rest of Section 30 including offices and research and development, plus would be able to develop significantly more multi-family housing than is currently allowed. Staff finds that the alternative PADA path would increase - not decrease - the possible mix of uses over what is currently allowed in Section 30. As noted previously, the design guidelines do not apply to the PADA properties currently, and the proposed alternative PADA path would introduce design standards in the UNO areas that current PADA holders do not need to meet. As a result, staff finds that the proposal would increase design control over what is currently in place for PADA properties. Lastly, the master planning and coordination of infrastructure and uses between PADA properties is already occurring with City direction, just not under a formal master plan land use process.

The proposal is consistent with additional City's Comprehensive Plan policies, as follows:

CD-5 Mixed-use development. *Facilitate development that combines multiple uses in single buildings or integrated sites.*

Staff response: Mixed use buildings are allowed under the proposed set of development code changes. In the Urban Mixed-Use Center, buildings that front on the main street and plazas would be required to provide non-residential uses on the ground floor, with residential uses above.

CD-7 Human scale, accessible development and interaction. *Facilitate development that is human scale and encourages pedestrian use and human interaction.*

Staff response: The UNOs development standards including the Urban Mixed Use Center standards that would apply to PADA properties would result in human scale, accessible developments via a number of different development standards regarding sidewalk width, pedestrian lighting, traffic calming measures, pathways through developments, maximum setbacks, and provision of a neighborhood center with an identified focal point.

CD-9 Compatible uses. *Facilitate development that minimizes adverse impacts to adjacent areas, particularly neighborhoods.*

Staff response: Under the PADAs, property owners would be able to build very large warehouse and distribution centers and asphalt batch plants which would likely create adverse impacts to adjacent areas such as the residential neighborhood to the west. The proposal would introduce flexibility in certain standards to encourage PADA holders to abandon their development rights to develop these more impactful uses.

CD-10 Complementary uses. *Locate complementary land uses near one another to maximize opportunities for people.*

Staff response: The proposal has the potential to result in more multi-family housing near high employment facilities such as HP, which are considered compatible uses. PADA holders that use the proposed alternative PADA path would be required to give up their rights to build single-family detached residential subdivisions, large warehouses, mini-storage and other uses that would not be as complementary to neighboring uses.

EC-5 No net loss of employment capacity. *Restrict zone changes or legislative land use approvals that would lessen long-term capacity for high-wage employment unless accompanies by other changes within the same review cycle that would compensate for the lost capacity or unless the proposed change would promote the long-term economic health of the city.*

Staff response: The proposed alternative PADA path has the potential for PADA holders to abandon their rights to develop low-employment density uses such as large warehouses, mini-storage, asphalt batch plants, etc. in favor of higher density employment uses including offices, manufacturing, research and development or at their discretion, multi-family residential and supporting commercial uses.

EC-6 Efficient use of employment land. *Maximize utilization of land designated for employment through more intensive new building construction and redevelopment and intensification of existing sites.*

Staff response: Section 30 is intended to be a mixed-use center for both employment and residential uses, along with supporting commercial uses. The proposed alternative PADA path will provide an attractive option for PADA holders to abandon rights to build low-intensity industrial uses such as mini-storage, large warehouses, asphalt batch plants, etc. which do not deliver any significant employment. Offices, manufacturing, and clean industrial uses allowed in Section 30 would not be modified by the proposal and PADA properties could be developed entirely for higher density employment uses.

H-5 Housing placement near services and centers. *Facilitate siting of higher density housing near public transportation facilities and in designated centers and corridors.*

Staff response: Section 30 is largely undeveloped and currently has no street infrastructure that would support transit service. There is no significant employment use that exists and no significant source of housing, either of which would be necessary before a transit route is established. As Section 30 develops, there is a high potential for a transit route to be added to serve this new community.

V. *The SEPA review is inadequate.*

Staff response: Staff disagrees that the SEPA review was inadequate and believes that the only appropriate SEPA determination is a DNS (Determination of Non-Significance).

HP asserts that the DNS is inappropriate because the full extent of environmental impacts from the PADA code amendments have not been addressed. The proposal is a non-project action which does not require project-specific impacts to be assessed. Several of the specific sections that HP references as being insufficiently addressed are in the "project" section of the checklist, which does not need to be filled out for proposals such as code text amendments. Nonetheless, Section D of the SEPA checklist describes in a fair amount of detail the relative impacts of the proposed code changes, to the extent that they can be assessed given there is a wide range of uses and developments would be allowed under the proposed regulations. Project-specific impacts, which HP appears to be interested in, will be addressed with each project when a specific land use application is submitted.

HP takes issue with staff's statement that properties in Section 30 are vulnerable to undesirable industrial uses without supporting data or information to support the assertion. Staff's assertion is well-founded, however. One property with an existing PADA has proposed a 465,000 square foot warehouse and distribution center, another received approval for a 300-lot single family subdivision, and the PADA holders have talked about possibly developing their properties for uses that would be considered undesirable, including mini-storage units and an asphalt batch plant which was looking for a site to relocate to. While the warehouse market may have softened recently, other uses that are allowed under the PADA could absolutely result in negative impacts to the future mix of uses in Section 30.

HP correctly notes that there was a discrepancy between the SEPA notice and staff report regarding the date when SEPA comments are due. While the SEPA checklist and DNS were prepared and sent to the paper on January 10, 2025, it was not published until January 13 and therefore the staff report is correct in saying that the deadline for SEPA comments would be February 13, 2025 (note, this falls after the Planning Commission hearing). While staff would have preferred to have the comment period end prior to the PC hearing, there is no requirement that such comment period end before the hearing. The SEPA comment period must however end in time to allow for a 14-day SEPA procedural appeal period before the City Council hearing. Staff does not object to extending the SEPA comment period as requested by HP and in fact has sent a notice of an extension of the comment period to the Columbian and HP out to February 28, 2025. Comments will be accepted until 5:00 pm on February 28 and will be considered by the City Council.

Conclusion

HP is understandably concerned about what uses might locate near their new campus and how they will be designed. The City is also very interested in how Section 30 builds out, as evidenced by the high level of detail in the Section 30 subarea plan, plan district/code regulations, design guidelines and master planning process. The proposed code

amendments are intended to provide an attractive alternative for PADA holders to abandon rights to certain uses which are clearly inconsistent with the vision for Section 30, in favor of a mix of uses and ability to build more multi-family residential housing. Specific areas of flexibility in some development standards and approval process that would be made available to participating PADA holders have been carefully negotiated by staff over the past year and are the minimum changes needed for PADA holders to be comfortable in giving up some of their development rights. The City will continue to be highly engaged in ensuring coordination between properties as they develop in regard to public infrastructure, grades, and uses.

Addendum to 2/11/25 Memo

City Staff Responses to HP Comments on Section 30 Code Changes 2/28/2025 Note: Numbers in lefthand column correspond to Table in Memo to Planning Commission from HP dated 2/7/2025 (pages 4-13)	
#	**Response**
1	1. Alternative PADA Path projects would not be subject to VMC 20.440.040 or 20.440.050 unless they are outside of a proposed Urban Neighborhood Overlay (UNO) area. 2. Here, the term "master planned" as it relates to the Alternative PADA Path is not intended to refer to a formal master plan process and should be read as "*designed* as a cohesive whole" which would be expected through the site plan review process. 3. The proposed code is clear that projects which use the Alternative PADA Path would not have to provide a minimum percentage of different land uses, and instead the City will allow market conditions to dictate the timing of various uses.
2	As noted, drive-thrus are allowed in Section 30 under current regulations, if they are incorporated within a building or parking structure. The Alternative PADA Path is intended to offer greater flexibility than current regulations, rather than being more restrictive. As such, staff is recommending that the current allowance for drive-thrus be retained, including that they must be located within a building or parking structure.
3	1. The allowed reduction in minimum required parking under the Alternative PADA Path is consistent with city goals. While developers would not be required to reduce parking by 50%, this flexibility is offered under the Alternative PADA Path. It is not clear from HP's comments why the allowed parking reduction should not apply to Urban Neighborhood Overlays. 2. City staff disagrees that a parking study should be required under the Alternative PADA Path. Public transit service typically is not provided by C-Tran until there is sufficient employment or residential uses to support such an expansion. While bus service is expected in Section 30 eventually, more development must occur before a new line is added.

	3. As noted by staff at the Planning Commission hearing, PADA properties have vested to development standards that predated the Section 30 standards, including design guidelines. Projects that are proposed now under a PADA (irrespective of the proposed regulations) do not need to follow the Section 30 Design Guidelines. While there are a number of design-related standards in the Urban Neighborhood Overlays that Alternative PADA Path projects will need to meet, staff does not believe this more flexible path should include compliance with the highly prescriptive Design Guidelines for Section 30. 4. As proposed, VMC 20.690.030 C 4 d explicitly states that "The Section 30 Design Guidelines shall not apply to those properties which utilize the Alternative PADA Path." This over-arching statement was intended to override any other reference to the applicability of the Section 30 Design Guidelines for PADA projects. However, to make this clearer, staff would support the addition of the statement *"Alternative PADA Path: The Section 30 Design Guidelines shall not apply"* to the following sections: VMC 20.690.040 B, VMC 29.690.040 D 4, VMC 20.690.060 D 4, VMC 20.690.070 D 8 a, VMC 20.690.070 E 2, VMC 20.690.070 E 4 b, and VMC 20.690.070 E 7 b.
4	The proposal to allow 300' blocks to be "broken up" by multi-use pathways (rather than cross streets) from developments adjacent to the arterial streets will not negatively impact emergency access to developments. Such developments will still be provided with access to vehicles from streets, but may be spaced further apart than the current regulations would require.
5	Staff disagrees that the word "Optional" should be deleted from the title of 20.690.070 for the Alternative PADA Path because PADA holders may decide to develop their property for large offices, manufacturing, or other industrial uses that are not envisioned within a UNO. Such uses would need to be located outside of a designated UNO and therefore staff does not support deleting the term "Optional."
6	1. Correct. Any more than two UNO areas would need to meet a minimum residential density of 22 units/net acre. The first two UNO areas would need to meet the current minimum density of 18 units/net acre. 2. Staff assumes that the term "PADA Amendments" as used by HP is referring to the proposed code amendments and not the actual amendments to the PADAs (which will be handled separately). Allowing more than two UNO areas has the potential to result in more than 100 acres (the current maximum) of Section 30 to be developed for higher density residential uses and supporting commercial/mixed uses in exchange for PADA holders relinquishing their rights to certain uses which would be less compatible with the vision for Section 30 such as large warehouses, mini-storage, asphalt batch plants, and detached single family residential. Under the current PADAs, there is even less certainty that PADA properties will develop for future employment uses. Other concerns noted will be addressed by each project through the site plan review process.

	3. Correct, there is no reservation of land for certain uses under the Alternative PADA Path, but this required mix of uses would not apply to PADA holders anyway, even if the code is not amended.
7	1. A minimum 15% of housing units planned for the first UNO area would be required to be provided in the Neighborhood Mixed Use Center under the Alternative PADA Path. It is possible that additional UNOs (after the first one which must include a mixed use center) would not be for residential uses only and the proposed Alternative PADA Path language at VMC 20.690.070 C 1 makes it clear that the 15% requirement would not apply (because there would be no mixed use center as part of that project to receive such units). 2. The intent is that the first UNO area that is proposed must include a neighborhood mixed use center that meets the requirements of the code. Future UNO areas, however, would be allowed to be entirely multi-family residential subject to minimum density requirements and compliance with applicable development standards.
8	Staff does not believe that the code should be revised to require a minimum area of buildings and main commercial street frontage in the neighborhood center, as this is not currently required in Section 30 (even for non-PADA holders).
9	The Alternative PADA Path *does* include development standards for residential projects that propose a UNO without a mixed use center, at VMC 20.690.070 E 1-10 "*Development Standards – Urban Neighborhood Residential Areas(s)*"
10	Staff agrees that any proposed feature in the Urban Mixed Use Center that is intended to meet the "focal point" requirement but which is not a main commercial street should have a minimum size requirement to ensure that it is truly large enough to be a focal point (as opposed to a tiny water feature, for example) and would support the incorporation of the following language under VMC 20.690.070 D 1 a: "Alternative PADA Path: Any proposed focal point that is not a main street shall be a minimum of 10,000 square feet in area with no dimension less than 80 feet."
11	Comment is correct that under the Alternative PADA Path, flat roofs would be allowed as would building walls without any articulation. Staff would argue that articulated facades and pitched roofs are not essential building elements to achieve an inviting pedestrian experience.
12	In order to promote design flexibility, blank walls in excess of 15 feet would be allowed except for where there is significant pedestrian activity (e.g. facing the Urban Center Focal Point).
13	Staff will ensure that all setback areas are appropriately landscaped through the site plan review process for each project.
14	Bicycle lanes are included in the City's Section 30 street standards, which were adopted separately from the Section 30 land use code.
15	1. The intent of allowing off-street parking to be accessed by a driveway, in addition to a public or private alley, is because it may not be practical to connect a parking lot near a side street using an alley. A driveway can serve a similar purpose.

	2. The City's Transportation Engineer will determine when direct access to a city arterial such as NE 184th Avenue is safe and appropriate. Generally, however, direct access to an arterial from a development is discouraged, if not prohibited outright.
16	Comment noted and responded to in #3 (2) above.
17	It is not clear what the objection is to counting 'tuck under' parking as structural parking. Spaces in a parking structure do not count toward the maximum allowed number of parking stalls. Tuck under parking is another variation of structured parking and the language in VMC 20.690.170.D 10 c is intended to clarify that it would be considered structural parking. This language would not mean that tuck under parking is allowed along street frontages (in fact, this would be prohibited because VMC 20.945.040 F requires groups of more than two spaces to be served by a driveway so that no backing movement into a street is necessary).
18	Parking lot screening is required for all developments (except for single family and duplexes) by VMC 20.945.040 I. Any off-street parking area shall be effectively screened by a sight-obscuring fence, wall or evergreen planting if adjacent to a residential property, or public or private street. Screening along a common property line shall be 6' within two years of planting. Screening along all public or private streets shall be a minimum of 3' high. Staff will ensure such screening is shown to be provided at the site plan review stage for each project, and will be inspected once installed.
19	Comment regarding application of design guidelines is noted, and has been responded to in #3 (4) above.
20	Comment regarding architectural methods is noted, and has been responded to in #11 above.
21	The Alternative PADA Path reduces the required setback between ECX uses (e.g. outside of a UNOs area) and residential uses (likely inside a UNOs), from 20 feet to 10 feet. The staff report incorrectly stated that a 20-foot setback would still be required. The setback area would still be required to be landscaped.
22	Comment regarding application of design guidelines is noted, and has been responded to in #3 (4) above.

WAC 197-11-960: SEPA ENVIRONMENTAL CHECKLIST

TEXT CHANGE REQUEST

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

A. BACKGROUND

1. Name of proposed project, if applicable: Zoning code text changes to VMC 20.690 entitled "Section 30 Employment Center Plan District"

2. Name and contact information of applicants: Chad Eiken, Director, Community Development Department, chad.eiken@cityofvancouver.us.

3. Date checklist prepared: January 10, 2025

4. Agency requesting checklist: City of Vancouver, WA

5. Proposed timing or schedule (including phasing, if applicable): Public hearing on this item is scheduled before the City of Vancouver Planning Commission on Tuesday, February 11, 2025, at 6:30 p.m. Hearings before the Vancouver City Council have not yet been scheduled.

The upcoming Planning Commission hearing and materials may be accessed at https://vancouverwa.portal.civicclerk.com/ (note: the Planning Commission meeting agenda and related materials had not posted as of the date of the SEPA DNS issuance).

6. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. None. As required by GMA, the City of Vancouver is in the process of updating its Comprehensive Plan and zoning code with changes to be adopted in December 2025, but no further changes to the proposed code changes addressed in this checklist are known at this time.

7. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. None beyond this checklist, which is for a Non-Project Action.

8. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. The Section 30 Plan District is approximately 510 acres which has a number of properties separate ownership, and a number of properties in Section 30 have pre-annexation development agreements in place

which means that the current use and development standards do not apply to them. The changes are intended to apply only to several of the properties in Section 30 which have pre-existing development agreements. One or more development projects are at the pre-application stage of the development review process on properties that are subject to these changes.

9. List any government approvals or permits that will be needed for your proposal, if known.
None.

10. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

Section 30, which is nearly a square mile in size, was annexed into the City in 2008. At the time it was annexed, most of the properties were active rock and gravel mining operations and with the exception of some related activity, these rock operations have been discontinued. Back in 2008, in order to gain the property owners' support for Section 30 being annexed, the City entered into a number of pre-annexation development agreements (also known as PADAs) that provided property owners with rights to continue existing uses and develop their properties for any use that was allowed at the time of annexation, including any industrial and residential uses that were allowed on the Columbia Tech Center (CTC) properties to the south. In 2009, following annexation City Council adopted a subarea plan and ECX, Employment Center Mixed Use zoning for Section 30 which envisions a mix of commercial, light industrial and multi-family residential uses – essentially a future employment center with supporting services. The ECX zoning requires that new developments be approved through a Type IV master plan process with final approval by the City Council. Several obstacles to developing in Section 30 have been the lack of public utilities and street infrastructure, a patchwork of ownership, and varying elevations of properties which have been mined for rock and gravel.

In 2023, two properties in Section 30 received approval for uses allowed under the development agreements that would not have been allowed under the current zoning, including a 300-lot detached single family subdivision and a 450,000 square foot warehouse. Because the PADAs were due to expire in June of 2026, the property owners indicated that they were feeling pressure to obtain land use approval for uses that would be allowed under the PADAs rather than to have to develop uses under the current Section 30 standards, which the property owners viewed as much more difficult and costly.

Staff concluded that, without city intervention, Section 30 might build out with uses allowed by the D.A.s that are significantly inconsistent with city land use goals (such as more large warehouses, mini-storage, asphalt batch plants, and single family detached residences). Accordingly, staff initiated discussions with the two largest PADA holders that were pursuing development applications to see what, if anything, the City might be able to do to encourage greater density, mix of uses, and overall better land use outcomes.

Tapani Construction which controls 41 acres and Rotschy Construction which controls 214 acres both indicated they would be interested in an alternative path if two things happened: a) if more time could be provided under their current D.A.'s to allow for different uses to be considered and approved, and b) if some flexibility could be provided in regard to the minimum development standards and the required review process.

Staff met with the City Council in early 2024 to bring this issue to their attention to see if they were interested in having staff explore such an alternative path. The consensus was that to improve the likely land use outcomes, staff should engage with the Tapanis and Rotschys to see if an alternative path could be agreed upon. In June, City Council took the first formal step by extending both PADAs by one year to allow time to discuss an alternative path. For the past seven months, staff has been meeting regularly with PADA property owners and their consultants to discuss specific code provisions that, if modified, would result in more residential density and retail uses, while retaining their ability to develop the site for offices and clean industrial uses.

The key ingredients to creating a successful alternative path to better land use outcomes are as follows:

- PADA holders must 'opt in' and waive their right to certain vested land uses through an amended development agreement
- There would be no requirement for approval of a Type IV master plan; instead, future land uses under the alternative path would be approved through a Type II site plan process
- Alternative path would allow for increase in achievable residential density by:
  - Allowing more than two Urban Neighborhood Overlays (UNOs) in Section 30 which may be larger than 50 acres
  - In exchange, residential density would increase from a minimum of 18 to 22 units/net acre if beyond 50 acres or if there are more than two UNOs areas
- The Section 30 design guidelines which are seen by the property owners as being overly prescriptive would not apply to projects under alternative path

The proposed code changes would offer additional flexibility to PADA holders who opt in to the alternative PADA path:

- Residential uses would be allowed on ground floor except along main commercial street
- Maximum block length of 300' can be met by providing 12' wide pedestrian connections through development (with pedestrian lighting) to right-of-way instead of street intersections
- There would be no timing requirement to provide mix of uses (currently limit of 50% of any one use until site plan approval of at least 25% of area of remaining uses)
- Building setbacks could be reduced under certain conditions such as topography or curvature of street design
- Length of buildings around plazas in neighborhood center could be counted toward meeting the minimum building frontage requirement
- The blank wall prohibition would apply only to walls facing retail street ("urban neighborhood focal point")

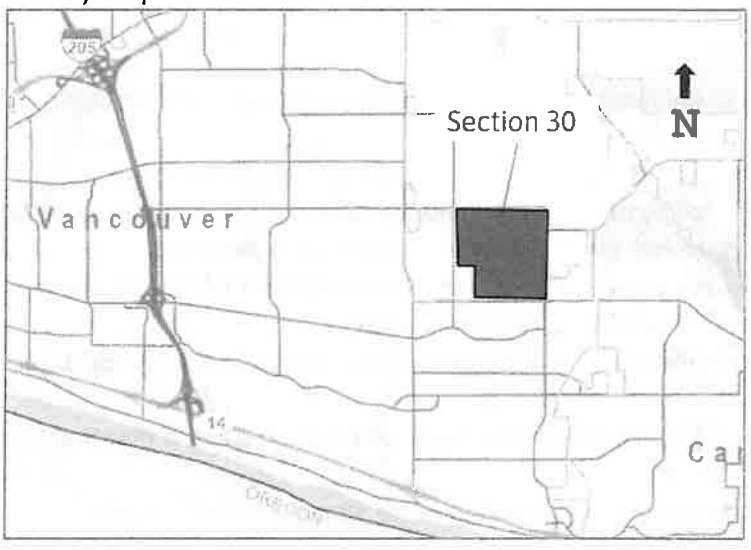
- The requirement for private open space in residential projects would be waived for residential units within ¼ mile of a public park
- Requirement for 20' deep setback along Urban Neighborhood Residential Overlay boundary would be waived if adjacent to a park or residential uses
- The requirement for a public entrance to buildings along street frontage to be waived if a 5' wide sidewalk is provided directly from building entrance to right-of-way
- Vehicles would be allowed to access at front of residences (vs. alleys) if topographic constraints exist
- A reduction in required parking spaces would be allowed by as much as 50%

All other development standards of the Section 30 Employment Center Plan District would apply to future projects as indicated in the attached draft code amendments.

11. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

The proposed targeted zoning code changes apply to a defined geographic area known as "Section 30," which is generally defined as land between SE 1st Street to the south and NE 18th Street to the north, and NE 172nd Ave. to the west and NE 192nd Ave. to the east, excepting approximately 50 acres of land in the southwest corner which is developed for single family residences and an approximate 9 acre property in the southeast corner which is developed for a commercial center.

Vicinity Map:



WAC 197-11-960: SEPA ENVIRONMENTAL CHECKLIST

B. ENVIRONMENTAL ELEMENTS

1. EARTH: Not Applicable to Non-Project Actions. See Section D.

a. General description of the site
(circle one): Flat, rolling, hilly, steep slopes, mountainous,
other _____ Does Not Apply

b. What is the steepest slope on the site (approximate percent slope)? Does Not Apply

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils. Does Not Apply

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. Does Not Apply

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill. Does Not Apply

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. Does Not Apply

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? Does Not Apply

h. Proposed measures to reduce orth, if any:
Does Not Apply

2. AIR: Not Applicable to Non-Project Actions. See Section D.

a. **What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.** Does Not Apply

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. Does Not Apply

c. Proposed measures to reduce or control emissions or other impacts to air, if any: Does Not Apply

3. WATER: Not Applicable to Non-Project Actions. See Section D.

a. Surface Water: Not Applicable to Non-Project Actions

1) **Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.** Does Not Apply

2) **Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.** Does Not Apply

3) **Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.** Does Not Apply

4) **Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.** Does Not Apply

5) **Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.** Does Not Apply

6) **Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.** Does Not Apply

b. Ground Water: Not Applicable to Non-Project Actions

1) **Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.** Does Not Apply

2) **Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.** Does Not Apply

c. Water runoff (including stormwater): Not Applicable to Non-Project Actions

1) **Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.** Does Not Apply

2) **Could waste materials enter ground or surface waters? If so, generally describe.** Does Not Apply

3) **Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.** Does Not Apply

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any: Not Applicable to Non-Project Actions

4. **PLANTS:** Not Applicable to Non-Project Actions. See Section D.

a. Check the types of vegetation found on the site:

____deciduous tree: alder, maple, aspen, other
____evergreen tree: fir, cedar, pine, other
____shrubs
____grass
____pasture
____crop or grain
____ Orchards, vineyards or other permanent crops.
____ wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
____water plants: water lily, eelgrass, milfoil, other
____other types of vegetation Does Not Apply

b. What kind and amount of vegetation will be removed or altered? Does Not Apply

c. List threatened and endangered species known to be on or near the site. Does Not Apply

d. **Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:** Does Not Apply

e. **List all noxious weeds and invasive species known to be on or near the site.** Does Not Apply

5. **ANIMALS:** Not Applicable to Non-Project Actions. See Section D.

a. **List any birds and other animals which have been observed on or near the site or are known to be on or near the site. Examples include:** Does Not Apply

birds: hawk, heron, eagle, songbirds, other:
mammals: deer, bear, elk, beaver, other:
fish: bass, salmon, trout, herring, shellfish, other _____

b. **List any threatened and endangered species known to be on or near the site.** Does Not Apply

c. **Is the site part of a migration route? If so, explain.** Does Not Apply

d. **Proposed measures to preserve or enhance wildlife, if any:** Does Not Apply

e. **List any invasive animal species known to be on or near the site.** Does Not Apply

6. **ENERGY & NATURAL RESOURCES:** Not Applicable to Non-Project Actions. See Section D.

a. **What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.** Does Not Apply

b. **Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.** Does Not Apply

c. **What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:** Does Not Apply

7. **ENVIRONMENTAL HEALTH:** Not Applicable to Non-Project Actions

a. **Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.** Does Not Apply

Describe any known or possible contamination at the site from present or past uses. Does Not Apply

1) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity. Does Not Apply

2) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project. Does Not Apply

3) Describe special emergency services that might be required. Does Not Apply

4) Proposed measures to reduce or control environmental health hazards, if any: Does Not Apply

b. **Noise:** Not Applicable to Non-Project Actions. See Section D.

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? Does Not Apply

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site. Does Not Apply

3) Proposed measures to reduce or control noise impacts, if any: Does Not Apply

8. LAND AND SHORELINE USE: Not Applicable to Non-Project Actions

a. **What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.** Does Not Apply

b. **Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?** Does Not Apply

   1) **Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:** Does Not Apply

c. **Describe any structures on the site.** Does Not Apply

d. **Will any structures be demolished? If so, what?** Does Not Apply

e. **What is the current zoning classification of the site?** Does Not Apply

f. **What is the current comprehensive plan designation of the site?** Does Not Apply

g. **If applicable, what is the current shoreline master program designation of the site?** Does Not Apply

h. **Has any part of the site been classified as a critical area by the city or county? If so, specify.**Does Not Apply

i. **Approximately how many people would reside or work in the completed project?** Does Not Apply

j. **Approximately how many people would the completed project displace?** Does Not Apply

k. **Proposed measures to avoid or reduce displacement impacts, if any:** Does not apply

l. **Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:** Does Not Apply

m. **Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any:** Does Not Apply

9. HOUSING: Not Applicable to Non-Project Actions. See Section D.

a. **Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.** Does Not Apply

b. **Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.** Does Not Apply

c. **Proposed measures to reduce or control housing impacts, if any:** Does Not Apply

10. AESTHETICS: Not Applicable to Non-Project Actions. See Section D.

a. **What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?** Does Not Apply

b. **What views in the immediate vicinity would be altered or obstructed?** Does Not Apply

c. **Proposed measures to reduce or control aesthetic impacts, if any:** Does Not Apply

11. LIGHT & GLARE: Not Applicable to Non-Project Actions. See Section D.

a. **What type of light or glare will the proposal produce? What time of day would it mainly occur?** Does Not Apply

b. **Could light or glare from the finished project be a safety hazard or interfere with views?** Does Not Apply

c. **What existing off-site sources of light or glare may affect your proposal?** Elimination of the requirement to limit floor footprints to 12,000 square feet in certain circumstances may enable wider buildings to be built, resulting in a small reduction in natural light in those areas

d. **Proposed measures to reduce or control light and glare impacts, if any:** Does Not Apply

12. RECREATION: Not Applicable to Non-Project Actions. See Section D.

a. **What designated and informal recreational opportunities are in the immediate vicinity?** Does Not Apply

b. **Would the proposed project displace any existing recreational uses? If so, describe.** Does Not Apply

c. **Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:** Does Not Apply

13. HISTORIC & CULTURAL PRESERVATION: Not Applicable to Non-Project Actions. See Section D.

a. **Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe.** Does Not Apply

b. **Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.** Does Not Apply

c. **Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.** Does Not Apply

d. **Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.** Does Not Apply

14. TRANSPORTATION: Not Applicable to Non-Project Actions. See Section D.

a. **Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.** Does Not Apply

b. **Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?** Does Not Apply

c. **How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?** Does Not Apply

d. **Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).** Does Not Apply

e. **Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.** Does Not Apply

f. **How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?** Does Not Apply

g. **Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.** Does Not Apply

h. **Proposed measures to reduce or control transportation impacts, if any:** Does Not Apply

15. **PUBLIC SERVICES:** Not Applicable to Non-Project Actions. See Section D.

a. **Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.** N/A

b. **Proposed measures to reduce or control direct impacts on public services, if any.** Does N/A

16. **UTILITIES:** Not Applicable to Non-Project Actions. See Section D.

a. **Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other** _____ Does Not Apply

b. **Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.** Does Not Apply

C. Signature

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: Chad Eiken

Name of signee Chad Eiken

Position and Agency/Organization

Director, City of Vancouver Community Development Deparment

Date Submitted: January 10, 2025

D. SUPPLEMENTAL SHEET FOR NON-PROJECT ACTIONS

1. **How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or increase of toxic or hazardous substances; or production of noise?**
   No increase in discharge to water, emissions to air, production/storage/increase of toxic or hazardous substances, or production of noise is expected from developments that follow the proposed alternative PADA use and development standards.

   Proposed measures to avoid or reduce such increases are: N/A

2. **How would the proposal be likely to affect plants, animals, fish, or marine life?**
   Section 30 and the properties which would be affected by the proposed code changes consist of former gravel mines which have minimal plants and animals and no marine life. No impacts are anticipated.

   Proposed measures to protect or conserve plants, animals, fish, or marine life are:
   Does not apply.

3. **How would the proposal be likely to deplete energy or natural resources?**
   The proposed code changes are intended to improve the mix of land uses over what would be allowed by the pre-annexation development agreements (more multi-family residential and commercial uses, versus heavy industrial uses). No increase in depletion of energy or natural resources is anticipated.

   Proposed measures to protect or conserve energy and natural resources are:
   Does not apply.

4. **How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?**
   See response to #3. There are no environmentally sensitive areas in the vicinity of the properties that are directly affected by the proposed code changes.

   Proposed measures to protect such resources or to avoid or reduce impacts are:
   Does not apply.

5. **How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans**
The proposal would improve land use outcomes by encouraging for more high density multi-family units and supporting commercial uses, along with employment-based uses, in exchange for property owners agreeing to forgo rights to develop low density residential uses and low employment industrial uses such as warehouses, mini-storage, asphalt batch plants, etc.

   Proposed measures to avoid or reduce shoreline and land use impacts are:
   The proposed code amendments have been developed by city staff as the best approach to improving land use outcomes in approximately 40% of Section 30 which remains undeveloped but vulnerable to undesirable industrial uses.

6. **How would the proposal be likely to increase demands on transportation or public services and utilities?**
See response to #5 above. The exact mix of uses that would be proposed/developed on the subject properties is not known at this time, however it is possible that an increase in multi-family residential units could result in more traffic than (for example) a warehouse with few employees. Because specific uses are not yet known, it is speculative to assume that the proposal would result in more traffic or demands on public utilities over uses that might proposed in the absence of the proposed code changes.

   Proposed measures to reduce or respond to such demand(s) are:
   Potential impacts on transportation services and utilities will be assessed separately for each land use application that is submitted and any identified impacts will be mitigated to a level of non-significance as conditions of approval.

7. **Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.**
The proposed text changes do not conflict with local, state or federal laws or requirements for the protection of the environment.

CITY OF Vancouver WASHINGTON

January 10, 2025

SEPA Determination of Non-Significance for proposed zoning text changes related to VMC 20.690, Section 30 Employment Center Plan District. Changes would allow more multi-family residential units and flexibility in regard to approval process and development standards for properties with pre-annexation development agreements that 'opt in' to an alternative approach and agree to relinquish the right to develop the property for certain uses allowed in the pre-annexation development agreements that are seen as being inconsistent with the City's vision for how Section 30 should build out.

Contact: Chad Eiken, Director, Vancouver Community Development Department (360-487-7882), chad.eiken@cityofvancouver.us The City of Vancouver, lead agency, has reviewed the Environmental Checklist as required by WAC 197-11-330(1), pursuant to the State Environmental Policy Act (SEPA), and determined that the proposals will not have a probable significant adverse impact on the environment.

Under the authority of WAC 197-11-330(1) and 197-11-350, this Notice of Determination of Non-Significance (DNS) has been issued. A SEPA checklist and background information are available from City staff. Pursuant to WAC 197-11-340, comments ***on this SEPA determination*** will be received until **5:00 p.m., February 9, 2025.**

Procedural appeals to the SEPA determination must be filed in writing within 14 calendar days following the end of the comment period. A City Council decision of the SEPA procedural appeal shall be final and not subject to further administrative appeal. Substantive SEPA appeals shall be filed in writing within 14 calendar days of the issuance of Councils decision.

Chad Eiken — January 10, 2025

Name **Date**

CITY OF Vancouver WASHINGTON

NOTICE OF SEPA COMMENT PERIOD EXTENSION

February 11, 2025

On January 13, 2025 the City of Vancouver issued a SEPA Determination of Non-Significance for proposed zoning text changes related to VMC 20.690, Section 30 Employment Center Plan District. Changes would allow more multi-family residential units and flexibility in regard to approval process and development standards for properties with pre-annexation development agreements that 'opt in' to an alternative approach and agree to relinquish the right to develop the property for certain uses allowed in the pre-annexation development agreements that are seen as being inconsistent with the City's vision for how Section 30 should build out.

To allow time for additional comments, the public comment period for this SEPA determination is hereby extended until 5:00 p.m. on February 28, 2025.

Contact: Chad Eiken, Director, Vancouver Community Development Department (360-487-7882), chad.eiken@cityofvancouver.us The City of Vancouver, lead agency, has reviewed the Environmental Checklist as required by WAC 197-11-330(1), pursuant to the State Environmental Policy Act (SEPA), and determined that the proposals will not have a probable significant adverse impact on the environment.

Under the authority of WAC 197-11-330(1) and 197-11-350, this Notice of Determination of Non-Significance (DNS) has been issued. A SEPA checklist and background information are available from City staff.

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C. Eiken — February 11, 2025

Name **Date**