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
May 12, 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. May 12, 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 May 12, 2025. Instructions will be provided on-site. Register to testify online. Online registration is open until 12:00 p.m. on May 12, 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.

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

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

Comprehensive Plan Update

(Approximately 45 minutes)

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

Transportation System Plan Implementation Update

(Approximately 45 minutes, to immediately follow the previous workshop)

Kate Drennan, Transportation Planning Program Manager, Rebecca Kennedy, Deputy Commmunity Development Director, kate.drennan@cityofvancouver.us, rebecca.kennedy@cityofvancouver.us

Boards and Commissions Policy Updates

(Approximately 30 minutes, to immediately follow the previous workshop)

Lisa Brandl, Deputy City Manager, Tawny Maruhn, Senior Support Specialist, lisa.brandl@cityofvancouver.us, tawny.maruhn@cityofvancouver.us

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

Pledge of Allegiance

Call to Order and Roll Call

Approval of Minutes

Minutes - May 5, 2025

Proclamations

Older Americans Month

Poppy Days

Memorial Day

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

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

1. Bid Award - 2025 Resurfacing Project - ITB 25-20

Staff Report: 096-25

Request: On May 12, 2025, award a construction contract for the 2025 Resurfacing Project to the lowest responsive and responsible bidder, and authorize the City Manager or designee to finalize and execute a contract with Granite Construction Company, Vancouver, Washington, at their bid price of $3,344,355, which includes Washington State sales tax.

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

2. Contract Amendment - Professional Services Agreement with Home Electrification and Appliance Rebates Program - C-101758

Staff Report: 097-25

Request: On Monday, May 12, 2025, approve a contract amendment authorizing the City Manager, or designee, to finalize and execute the same.

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

3. Contract Amendment - Approval of Threshold Increase for Services Provided by Passport Parking Inc.

Staff Report: 098-25

Request: On Monday, May 12, 2025, authorize the City Manager, or designee, to finalize and execute an amendment to contract C-100069 with Passport Parking, Inc for an additional $175,000 for a total contract amount of $475,000.

Gabe Montez, Parking District Manager, Gabriel.Montez@cityofvancouver.us

4. Approval of Affordable Housing Fund Awards

A RESOLUTION relating to low-income housing; providing for adoption of 2025 funding awards for the Affordable Housing Fund and authorizing the City Manager to execute agreements and other related documents on behalf of the City of Vancouver consistent with Affordable Housing Fund 2025 Council-approved funding awards.

Staff Report: 099-25

Request: On Monday, May 12, 2025, approve a resolution adopting the proposed 2025 AHF awards and authorizing the City Manager, or designee, to execute related agreements.

Samantha Whitley, Housing Programs Manager, samantha.whitley@cityofvancouver.us

5. Amendment to Vancouver Municipal Parking Code related Downtown Access Mobility and Parking Plan

AN ORDINANCE relating to the Parking Code for the City of Vancouver under Vancouver Municipal Code (VMC) Titles 19 and 9; amending VMC sections 19.040.070 relating to On-Street Permits; 19.13.010 relating to payment transferability;19.11.030 relating to parking meter fees designated; 9.92.10 relating to Carpool permit eligibility; 9.92.020 relating to Carpool permit parking hours; 9.92.040 relating to Carpool Permit rate; providing for severability; and setting an immediate effective date.

Staff Report: 100-25

Request: On Monday, May 12, 2025, advance the ordinance amending the Vancouver Municipal Parking Code to implement the Downtown Access Mobility and Parking Plan, setting the date for the second reading and public hearing for May 19, 2025.

Gabe Montez, Parking District Manager, Gabriel.Montez@cityofvancouver.us

6. Public Facilities District Board Appointment

Request: On Monday, May 12, 2025, appoint Cody Scherer to a full-term position on the Public Facilities District Board, with a term beginning immediately and expiring November 30, 2029.

Council Subcommittee 1

7. Aviation Advisory Committee Appointments

Request: On Monday, Monday, May 12, 2025, reappoint Shon Lindley and Sara Baker to a full-term and appoint Brigham Williams to a full term on the Aviation Advisory Committee, with a term beginning May 15, 2025, and expiring May 15, 2028.

Subcommittee 1

8. Approval of Claim Vouchers

Request: Approve claim vouchers for May 12, 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.

9. 2025 HUD Annual Action Plan, Amendment to 2022 and 2023 Plans and CV2 Close Out

A RESOLUTION relating to the adoption of the City's Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Annual Action Plan for the 2025 program year; authorizing the City Manager to execute agreements on behalf of the City of Vancouver consistent with the CDBG and HOME Annual Action Plan; providing for severability and an effective date.

Staff Report: 101-25

Request: On Monday, May 12, 2025, approve a resolution adopting the 2025 HUD Annual Action Plan, amendments to the 2022 and 2023 Action Plans, and state CDBG-CV2 closeout; authorizing the City Manager, or designee, to execute agreements on behalf of the City of Vancouver, consistent with the 2025 CDBG and HOME Council approved funding awards

Tasha Slater, Samantha Whitley, Housing Programs Manager, samantha.whitley@cityofvancouver.us

10. 2025-2029 Vancouver Commute Trip Reduction Plan

AN ORDINANCE of the City of Vancouver, Washington relating to the City of Vancouver Commute Trip Reduction Plan as identified in Chapter 18.12 Vancouver Municipal Code (VMC) and by the Growth Management Act through RCW 36.70A.110 and by the Washington Clean Air Act through RCW 70A.15.4020, amending VMC 18.12.030 to adopt the 2025 – 2029 Vancouver Commute Trip Reduction Plan; providing for severability and an effective date.

Staff Report: 095-25

Request: On Monday, May 12, 2025, upon second reading and a public hearing, approve the ordinance.

Olivia Kahn, Transportation Demand Management Coordinator, Kate Drennan, Transportation Planning Program Manager, olivia.kahn@cityofvancouver.us, kate.drennan@cityofvancouver.us

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

State Legislative End of Session

Adjournment

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

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OUR VANCOUVER

OUR FUTURE 2045

Comprehensive Plan – Goals & Policies City Council Workshop

Rebecca Kennedy (she/her), Deputy Director, Community Development
Domenique Martinelli (she/her), Senior Planner, Community Development

May 12, 2025

Introduction

Agenda

- ➡ Organization, process, philosophy
- ➡ Review of next set of goals and policies
- ➡ Review next steps / discussion

Plan Organization

- **Plan Vision Statement** – Overarching vision statement for the plan effort that guides the direction of the plan. What will Vancouver ***be*** like in 2045?
- **Chapter** – Broad categories by which we organize the comprehensive plan and its overall direction.
- **Chapter Vision Statement** – Vision statement for individual chapters that set the stage for more detailed goals, policies, and actions. Only ***one*** statement per chapter.
- **Goal** – Desired outcome that the city aims to achieve. It represents a future condition of what we expect something to be. Each goal relates to only ***one*** chapter.
- **Policy** – Deliberate system of principles to guide decisions and achieve outcomes stated within the goals. A policy can relate to ***many*** chapters.
- **Action** – The specific action proposed to be taken to accomplish a policy. Includes capital investments, establishment of programs, best practices.

Draft Goals: Community Feel

- **CF-1** Social Infrastructure
- **CF-2** Inclusive and Affirming Environments
- **CF-3** Community Preparedness
- **CF-4** Innovation

- *Currently 24 policies related to the Community Feel Chapter*
- *Note that most policies relate to more than one chapter*

Draft Goals: Equity

- **EI-1** Equitable Community
- **EI-2** Universal Design and Access
- **EI-3** Youth and Aging Population
- **EI-4** Transparent and Inclusive Governance
- **EI-5** Inclusive Use Of Technology

- *Currently 34 policies related to the Equity Chapter*

Key Policy Takeaways

Community Feel (CF)

- Community members called for vibrant public spaces that reflect diverse histories, build belonging, and foster safety.
- Feedback emphasized the need for more gathering spaces, artist hubs, and culturally reflective public art.
- Policies promote public art, placemaking, safety, community preparedness, innovative practices and approaches, and culturally sensitive design.

Equity and Inclusion (EI)

- Community members stressed embedding equity into City processes and using data to target investments.
- Feedback highlighted the need for multilingual services, culturally competent outreach, and inclusive governance.
- Policies promote universal design principles, multilingual services, culturally competent practices, planning for a range of ages and incomes, equitable and ethical use of technology, investments in underserved areas, and uplifting historically underrepresented populations.

Draft Goals: Parks

- **H-1** Increase Health Through Recreation
- **H-2** Parks, Trails and Natural Spaces
- **H-3** Community Health and Wellness
- **H-4** Thriving Cultural Ecosystems

- *Currently 20 policies related to the Parks Chapter*

Draft Goals: Transportation

- **TM-1** Integrated Transportation and Connectivity
- **TM-2** Change Travel Behavior
- **TM-3** Efficient Freight Access
- **TM-4** Eliminate Traffic Fatalities

- *Currently 19 policies related to Transportation and Mobility Chapter*

Key Policy Takeaways

Parks and Recreation (PR)

- Residents prioritized expanding parks, greenways, and community spaces to promote health, resilience, and cultural inclusion.
- Engagement emphasized equitable access to parks, community centers, gardens, and healthy food options.
- Policies support conservation, providing adequate levels of parks space, connectivity of natural spaces, new community-driven public spaces, preservation of cultural resources, investments in the arts, and adequately funding parks.

Transportation (TM)

- Community feedback emphasized the need for accessible, safe, multimodal travel options that connect people to services.
- Participants prioritized safer sidewalks, better bike networks, transit access, and transportation equity.
- Policies advance active transportation, equitable transit-oriented development, coordinating with regional partners, planning for freight corridors, and developing low stress bike and small mobility networks.

Next Steps

- Update this batch of policies based on Council feedback and share with working groups that helped develop them
- Review remaining policies at follow up workshop
  - ➡ Infrastructure, Public Facilities and Services
  - ➡ Annexation
- Review implementation actions and metrics at future Council workshop
- Release of Draft Environmental Impact Statement (DEIS) analyzing impacts of two land use possibilities in early June.
- Release public comment draft of preferred land use map, full Comprehensive Plan document and Vancouver Municipal Code (VMC) Title 20 Development in the fall.

Questions and Discussion
www.beheardvancouver.org/plan2045

CITY OF Vancouver WASHINGTON

MEMORANDUM

DATE: May 12, 2025

TO: Mayor and City Council

FROM: Lon Pluckhahn, City Manager

CC: Domenique Martinelli, Senior Long-Range Planner; Rebecca Kennedy, Deputy Director; Community Development Department

RE: OUR VANCOUVER **– Draft Goals and Policies – Part 2**

Intent

Provide City Council with an update on the following:

- Progress on overall development of Goals and Policies for the Draft Comprehensive Plan
- Review draft goals and policies for the Community Feel, Equity, Parks and Transportation chapters.
- Gather City Council input and direction on the initial set of goals and policies for further refinement.
- Outline next steps in drafting the remaining plan, refining the content, and preparing to release a public comment draft of the Plan document this fall.

Background:

The City of Vancouver's Comprehensive Plan provides the overall long-term vision and policy direction to manage the built and natural environment in Vancouver and provide necessary public facilities to achieve that vision. The City adopted its first comprehensive plan under Washington's Growth Management Act in 1994 (Chapter 36.70A RCW), with a major re-write occurring in 2004, and a less substantive update occurring most recently in 2011. The new plan – called Our Vancouver- includes the below vision for the future of the City, which was crafted through an 18-month engagement process and that involved more 1,000 community members.

"Vancouver is an equitable and prosperous community, which ensures that all residents, businesses and organizations benefit from the growth and advancement we make together. Vancouver will be recognized for our quality of life, as evidenced by affordable housing in vibrant, safe and walkable neighborhoods, access to jobs and economic opportunity for all, and resilience to the impacts of climate change."

Over the past two years, staff have worked with community members, advisory and working groups, and technical experts to shape the framework for the updated plan. Working with these partners, the team established chapter-specific vision statements and an overarching framework and structure for

the plan document. This is the second in a series of two policy focused workshops with Council and focuses on plan goals and policies for four chapters- Community Feel, Equity, Parks, and Transportation. Goals and policies define the outcomes we aim to achieve, and the principles that will guide future decision making. In addition, they are aligned with existing Council policy direction, are informed by extensive community engagement, and incorporate relevant state requirements.

Plan Structure:

The Comprehensive Plan is organized to support a clear policy framework that connects the community's vision with actionable implementation tools.

Each element of the plan contains the following components:

- **Chapter Vision Statement** – Each topic area begins with a forward-looking statement that describes the desired future conditions for that element of the plan. These vision statements were shaped through extensive community engagement and were endorsed by City Council in late 2023.
- **Goals** – Each chapter includes a set of goals that articulate measurable outcomes the City aims to achieve by 2045. These goals reflect the community's values and the long-term results that policy and investment decisions are intended to deliver.
- **Policies** – Policies are high-level principles and guidance that direct future decision-making, investments, and implementation actions. They provide the policy "backbone" for how the City addresses land use, housing, economic development, climate resilience, and other key areas. The policies reflect and reinforce other strategic policy direction from the City in other planning efforts, such as:
    - The Strategic Plan
    - 2024-2044 Transportation System Plan
    - Housing Action Plan
    - Economic Development Strategy
    - Climate Action Framework
    - Reside Vancouver Anti-Displacement Strategy
    - Parks and Recreation Comprehensive Plan
    - Urban Forestry Management Plan
- **Actions and Metrics** – These will be developed in a future phase. Actions will define the specific directives, strategies, programs, and tools needed to implement each policy. Metrics will provide a means of tracking progress over time and holding the City accountable for delivering on its commitments.

Community Input

The draft goals and policies presented for Council's review are the direct result of a comprehensive, equity-centered, and ongoing engagement effort that took place from Spring 2023 through early 2025. This engagement was designed to ensure the Comprehensive Plan is grounded in community priorities and reflects the lived experiences of Vancouver's diverse residents.

Engagement Highlights:

- Over 850 direct conversations at 19 community events.

- 1,000+ survey responses from residents across a broad spectrum of neighborhoods, income levels, and age groups.
- An interactive digital pin map with geographically specific input on housing, parks, mobility, and more.
- The Community Partners, representing organizations that serve BIPOC, LGBTQIA+, latine, youth, low-income, and disabled communities, meet regularly to co-create policy elements and inform direction.
- Six Community Working Groups (CWGs) focused on housing, climate, transportation, economic opportunity, equity, and the building industry contributed technical and lived-experience-informed guidance to refine draft content.

Key Contributions to Policy Development:

- **Community Feel and Vision:** Community members emphasized the importance of vibrant public spaces that reflect Vancouver's diverse histories, foster belonging, and promote safety. Participants specifically called for more spaces like Esther Short Park, culturally reflective public art, and affordable spaces for artists.
    - Policies such as 1 (Trauma-Informed Services) and 48 (Crime Prevention Through Environmental Design) respond to feedback calling for safe, inclusive environments and city programs that build community trust.
    - 69 (Increase Access to Community Spaces) and 70 (Increase Access to Space for Artists and Creatives) were shaped by requests for expanded gathering spaces and hubs for artists and other creative pursuits.
    - 71 (Expand Representation in Public Art) and 72 (Representative Design) advance the community's desire to see BIPOC, immigrant, and Indigenous cultures visibly represented across Vancouver's public realm.
    - 73 (Center Impacted Voices in the Development of Community Spaces) reflects input urging the City to engage directly with impacted communities during the design of parks, plazas, and cultural spaces.
- **Equity and Inclusion:** Community members consistently stressed embedding equity into all City processes, expanding universal access, and centering marginalized voices in governance and investment decisions. Residents highlighted the importance of using data tools to direct resources and removing linguistic and cultural barriers to participation.
    - Policies like 50 (Utilize Data Sources to Guide Investment) and 109 (Inclusive Engagement) directly reflect community priorities around targeting investments to underserved neighborhoods and ensuring more inclusive decision-making.
    - 74 (Multilingual and Culturally Competent Services) and 104 (Ethical and Fair City Processes) respond to feedback calling for services and communications accessible to residents of all language and cultural backgrounds.
    - 51 (Universal Design), 55 (Aging Populations), and 68 (Accessible Mobility for All) focus on accessibility, reflecting feedback that emphasized the needs of seniors, people with disabilities, and multigenerational households.
- **Parks and Recreation:** Residents highlighted the need for more connected parks, greenways, and natural spaces that are accessible to everyone, and for parks to reflect cultural diversity

and promote public health. Participants also prioritized the role of parks and open space in building resilience to climate change.
    - Policies such as 26 (Conserve Land for Open Space and Preservation), 76 (Broaden Access to Natural Spaces and Parks), and 79 (Improve Connectivity Between Parks and Open Spaces) reflect the call to protect, expand, and better connect green spaces across the city, especially in underserved areas.
    - 77 (Community Centers) and 80 (Community Gardens) were informed by requests for new gathering spaces, opportunities for intergenerational activities, and improved food security initiatives.
    - 81 (Increase Food Access) promotes expanded grocery store development and access to fresh food options, responding to survey and engagement feedback identifying food deserts as a key equity concern.
- **Transportation and Mobility:** Community feedback emphasized the importance of accessible, multimodal, and safe transportation options for all residents, and shifting toward a sustainable, low-carbon transportation system. Participants especially highlighted the need for safer sidewalks, better bike networks, and transit that connects people to essential services.
    - Policies like 62 (Support Active Transportation Investments), 63 (Street Standards), and 65 (Low-Stress Bicycle and Small Mobility Network) promote safer, more comfortable walking, biking, and rolling infrastructure in line with this input.
    - 60 (Equitable Transit-Oriented Development) and 67 (Locate Resources Near Transit Access) respond to calls for locating affordable housing, childcare, healthcare, and education resources close to reliable transit.
    - 120 (Community Safe Routes) and 64 (Multimodal Access Through Street Connectivity) reflect Vision Zero principles voiced by the community, calling for safer crossings, better street lighting, and traffic calming measures to protect vulnerable users.

Next Steps

- Following this workshop, staff will incorporate Council feedback, continue refining the policy content, and begin developing actions and metrics that support implementation and accountability.
- Development of policies for capital facilities and public services and annexation are underway and will be brought to Council for review in the next two months.
- Release of the Draft Environmental Impact Statement (DEIS) analyzing impacts of the two land use possibilities is expected in early June.
- Release of public comment drafts of the preferred land use possibility, draft Comprehensive Plan, and draft Title 20 development code are anticipated in early fall.

Attachments:

1. Presentation
2. Table of all Goals and Policies related to the Community Feel, Equity, Parks and Transportation elements.
3. Interactive Policy Workbook

Staff Contact
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Vision Statement and Goals

Community Feel and Vision (CF)

- **Vision Statement:** *Vancouver is a city that is affordable, safe, accessible, vibrant and prosperous, where all community members feel valued, included, and honored. Our City is made up of authentic places that reflect our different histories and lived experiences and help strengthen social bonds and connections to each other. We recognize that our histories include big accomplishments and important milestones, as well as individual and collective trauma and systemic injustice, and we will work to intentionally repair past harms, and limit future ones. We uplift individuals and communities to collectively build a future where we not only survive but thrive, so that every person can lead a fulfilling life and truly belong.*
- **Goals:**
    - **CF-1: Social Infrastructure:** Vancouver community members live in vibrant, active and engaged neighborhoods, where they feel a sense of belonging and have strong, supportive social ties.
    - **CF-2: Inclusive and Affirming Environments:** Vancouver's public spaces and neighborhoods are inclusive and affirming for all community members, creating a sense of belonging and safety, and freedom from discrimination.
    - **CF-3: Community Preparedness:** Vancouver is a community where safety is prioritized, and a robust emergency management strategy and strong social ties ensure all residents are well-prepared for natural disasters and disruptive events.
    - **CF-4: Innovation:** Vancouver is a regional hub for creative solutions, innovative methods, entrepreneurship, calculated risk-taking, and bold solutions that drive progress and address systemic inequities.

Equity and Inclusion (EI)

- **Vision Statement:** *Vancouver is an equitable and inclusive community that recognizes and respects intersecting identities. We do this through intentional action that seeks to repair injustices of the past and chart a new course, centering voices that were excluded and, in many instances, continue to be excluded from decision-making processes. We follow the guidance and expertise of those who have been directly impacted by exclusionary practices and oppressive systems, in order to design a more equitable future for our community. We examine the intended and unintended consequences of past, current and proposed policies with an equity lens, and work towards increasing pathways to access and participation. Reparative actions, universal access, and physical and mental health are critical priorities in creating inclusive environments.*
- **Goals:**
    - **EI-1: Equitable Community:** All community members have equitable and inclusive access to opportunities and resources, including communities most impacted by past and present exclusionary practices.
    - **EI-2: Universal Design and Access:** Public spaces, public infrastructure, and public and private buildings are universally designed and meet best practices for accessibility and inclusion.
    - **EI-3: Youth and Aging Population Focus:** The built environment supports community members from childhood through later life, with families and caretakers benefitting from robust youth programs and accessible childcare, enabling children to excel and parents to actively participate in the workforce. Aging populations benefit from accessible infrastructure, inclusive urban design, accessible housing, and opportunities for social connection.

- **EI-4: Transparent and Inclusive Governance:** Community members have trust in City government, built and sustained through equitable and inclusive community engagement, an emphasis on building trust-based relationships with partners and community members, regular reporting of progress and outcomes, and co-creative and transparent decision-making processes.
- **EI-5: Inclusive Use of Technology:** The City utilizes an equity lens to evaluate, assess, develop, and implement any use of smart technology to reduce embedded biases, and ensure that residents are not discriminated against or systemically or interpersonally harmed.

Parks and Recreation (PR)

- **Vision Statement:** *In Vancouver, all people enjoy increased access to cultural events, public art, natural areas, parks, community and green spaces, and an expansive network of trails and greenways. We recognize that art, culture and open spaces are critical elements of community health, wellness and quality of life. We commit to building inclusive and safe public spaces that reflect the diversity of our community without cost barriers, while conserving and preserving natural areas and adapting to climate change. Embracing native plants and species, we aim to create biodiverse havens that enhance ecological resilience. With a focus on health and well-being, our parks will offer diverse recreational opportunities and engaging programming, ensuring a thriving and interconnected community for generations to come.*
- **Goals:**
  - **PR-1: Increase Health Through Recreation:** Vancouver has a diverse range of amenities, services and public facilities that promote health and wellness, cater to the varied interests and needs of community members, and contribute to a vibrant and active community.
  - **PR-2: Parks, Trails, and Natural Spaces:** Vancouver's residents have access to a well-connected and expanded network of developed parks, trails, and natural spaces that support outdoor recreation, biodiversity, and climate resilience, that serve as vital community hubs for gatherings, cultural events and a shared sense of place.
  - **PR-3: Community Health and Wellness:** Vancouver community members have access to high-quality healthcare, mental health services, spaces that support physical and mental wellbeing, and fresh, healthy food options through integrated neighborhood clinics, community hubs, and sustainable food systems.
  - **PR-4: Thriving Cultural Ecosystem:** Vancouver supports a thriving cultural ecosystem by investing in public art, cultural centers and facilities, historic preservation, and supporting community centered initiatives and opportunities for creative expression that reflect the city's diverse identities and historic roots.

Transportation and Mobility (TM)

- **Vision Statement:** *In Vancouver, transportation is safe and accessible for everyone, regardless of where they live or their socioeconomic status. We commit to building an equitable and connected network of streets, paths and trails that are safe and comfortable for people walking, driving, rolling, using small mobility devices and taking transit. By prioritizing reliability and frequency, our public transportation system allows people to move around the community easily and safely. We embrace multi-modal options such as bicycles and small mobility devices like scooters and commit to breaking down barriers and removing financial obstacles to using these travel options. Through strategic partnerships, we will establish integrated transportation hubs, fostering safe, climate-friendly, and accessible pathways to essential resources and opportunities in Vancouver and across the region.*

- **Goals**
  - **TM-1: Integrated Transportation and Connectivity:** Vancouver is served by a reliable, frequent, and accessible transportation system that seamlessly connects residents to key areas of the city and the region.
  - **TM-2: Change Travel Behavior:** Community members can access a suite of low carbon travel options that connect important destinations, including walking, cycling, small mobility, and transit, while reducing reliance on single occupancy vehicles.
  - **TM-3: Efficient Freight Access:** Efficient and resilient port and freight infrastructure safely and efficiently move goods, support economic growth and minimizes negative environmental impacts.
  - **TM-4: Eliminate Traffic Fatalities (Vision Zero):** Eliminate traffic-related fatalities and serious injuries occurring in the transportation network and create a safe and comfortable travel environment for all users, regardless of age, ability or mode of travel.

Policies:

No	Policy Name	Description	Associated Goal(s)
1	Trauma-informed Services	Ensure City programs and policies are designed and delivered using trauma-informed care principles.	CF-2, CF-3
2	Welcoming and Supportive Community	Build a community that welcomes new residents, provides support for at risk individuals, welcomes historically excluded community members to the table, and treats all people with dignity and respect.	CF-2, EI-1
3	Disaster Recovery and Emergency Response	Develop plans and resources to ensure effective emergency response and equal access to emergency services and recovery resources mitigating risks from extreme weather and climate-related hazards.	CF-3, EI-1, CL-1
21	Mitigate Noise Pollution	Reduce and mitigate noise pollution from major stationary and mobile sources (air travel, vehicles, freight, and railroads, high intensity industrial uses), prioritizing vulnerable populations and reducing the impact in residential, commercial, and natural areas.	EI-1, CL-4
22	Reduce Environmental Health Disparities from Pollution	Mitigate the impacts of air, water, heat, noise, and light pollution, with a focus on areas with high environmental health disparities.	EI-1, CL-4
25	Support Decentralized Infrastructure Systems	Support on site decentralized systems that reduce reliance on centralized infrastructure. Support local energy and water solutions while strengthening community adaptability to environmental, social, and economic changes.	IF-1, CF-4
26	Conserve Land For Open Space and Preservation	Acquire environmentally sensitive land with ecological benefits for the purpose of conservation.	PR-2, CL-2

27	Support Transit with Resilient Infrastructure Improvements	Invest in transit-supportive infrastructure that responds to localized impacts of a changing climate to ensure reliable, frequent, and accessible future transit service, prioritizing underserved areas and those with high climate vulnerability.	TM-2, EO-1, EI-1, IF-1
29	Access to Education and Employment	Reduce barriers to accessing education and employment opportunities, so all community members can reach their full potential.	EI-1, EO-1, EI-5
30	Support Access to Childcare	Support the development of new childcare facilities in the City and eliminate regulatory barriers preventing their creation.	EI-3, EO-1
31	Support Small Businesses	Foster inclusive economic growth through education and resources that support small business owners, entrepreneurs and members of historically excluded and underserved communities.	EO-4, EO-1, EI-1
33	Vancouver as an Innovation Hub	Position Vancouver as a center for innovation, technology, and entrepreneurship through public investment and attracting entrepreneurial talent.	CF-4
34	Leverage City-Owned Assets for Affordable Commercial Space	Utilize City-controlled real estate to provide affordable commercial leasing opportunities for small and emerging businesses.	EO-4, EI-1, EO-2
35	Expand Workforce Development and Career Pathways	Ensure all residents have access to career pathways, workforce training, and entrepreneurship opportunities that lead to living-wage jobs and wealth creation, with a focus on underrepresented communities.	EO-1, EI-1, CF-4
36	Facilitate Job-Creating Business Growth and Investment	Support businesses that create high-quality jobs by reducing barriers to growth, streamlining development processes, and ensuring access to necessary resources and infrastructure.	EO-2, EO-4, CF-4
40	Access to Services and Amenities	Expand access to municipal and community-based services and amenities by prioritizing investment in underserved areas.	IF-1, C-4, EI-1, LU-1
47	Maximize the utilization of existing on street parking	Implement strategic pricing mechanisms to regulate the availability of on-street parking in mixed use and regional activity centers.	TM-2, LU-4
48	Crime Prevention Through Environmental Design	Foster a safe community by encouraging street level activity and thoughtful building and infrastructure design that enhance public safety and community well-being.	CF-3
49	Health Access	Broaden access to essential healthcare and services in underserved populations and address built environment causes of health disparities.	EI-1, CL-4

50	Utilize Data Sources to Guide Investment	Utilize the City's Equity Index and Displacement Risk Assessment tool to guide public investments and infrastructure improvements.	EI-1, IF-1
51	Universal Design	Incentivize universal design principles in private development. Support accessibility retrofits for existing homes and prioritize affordable housing options tailored to multi-generational living, aging in place, and a wide range of abilities.	EI-2, PR-1, H-2
52	Incorporate Community Outcomes into Development	Develop mechanisms to integrate community benefits into private development that requires discretionary land use review and City-led redevelopment projects.	H-4, EI-4
53	Invest in Underserved Areas	Prioritize infrastructure, housing, and public service investments in underserved neighborhoods and areas of the City that have not benefitted from past investments.	IF-1, EI-1
54	Support Mental Health Access	Partner with nonprofits to help expand access to culturally inclusive mental health, behavioral health, and physical health resources.	PR-3
55	Aging Populations	Ensure that residents have support for aging in place or downsizing through diverse housing options, accessible services, and reliable transit, ensuring long-term livability and independence	EI-3
56	Multigenerational Households	Incentivize development of housing types suitable for multigenerational living.	EI-3
58	Reduce Vehicle Miles Traveled Per Capita	Implement land use patterns that reduce vehicle miles traveled, traffic congestion, and greenhouse gas emissions, and improve safety and air quality.	CL-3, CF-3, TM-2
60	Equitable Transit Oriented Development	Tailor regulations, incentives and investments to facilitate development near current and future transit stations, ensuring new development is accessible to historically excluded and underserved communities and those most reliant on public transit.	LU-1, LU-2, TM-2
61	Emerging Mobility	Prepare for emerging technologies by updating City policies and operational requirements for shared mobility and emerging mobility vendors, including Autonomous Vehicles. Create data standards, data sharing agreements, and vendor requirements.	TM-2, CF-4
62	Support Active Transportation Investments	Improve active transportation infrastructure in mixed use and regional activity centers coordinated with new development, and areas with underserved pedestrian and micromobility infrastructure to increase the share of trips made by foot, bike, or other small mobility devices.	TM-1, IF-1
63	Street Standards	Adopt street standards that create comfortable, inviting multimodal streets.	TM-1, TM-2, TM-4

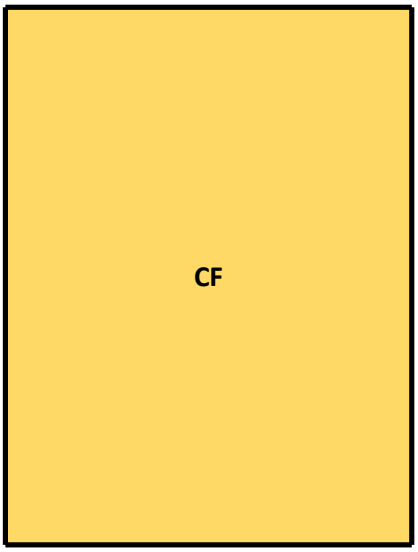
64	Multimodal Access Through Street Connectivity	Adopt connectivity standards to improve pedestrian and small mobility safety and accessibility. Apply standards to development, capital, maintenance, and planning projects including maximum block length, unconnected streets, cul-de-sac connections, linkages between land uses, and multiple access points.	TM-1, TM-2, TM-4, LU-3
65	Low-Stress Bicycle and Small Mobility Network	Implement the city-wide low-stress bicycle and small mobility network that prioritizes safety and comfort for people of all ages and abilities.	TM-1, TM-2, TM-4
66	Community Streets	Develop guidance and encouragement for community use of the right-of-way, including plazas, parklets, “streateries,” open streets events, public art, and demonstration projects.	TM-1, TM-4, PR-2
67	Locate Resources Near Transit Access	Locate community resources near current and future high-capacity transit stations to ensure access for those most reliant on public transit.	LU-1, TM-2
68	Accessible Mobility for All	Ensure transportation systems meet universal design standards, prioritizing mobility solutions for disabled, senior, youth, and low-income residents across all modes.	EI-2, EI-3, TM-1,
69	Increase Access to Community Spaces	Facilitate and provide accessible and inclusive community gathering spaces, with a focus on populations vulnerable to social isolation.	CF-1
70	Increase Access to Space for Artists and Creatives	Establish partnerships that increase access to shared, affordable spaces serving artists and arts and cultural organizations.	CF-1, PR-4
71	Expand Representation in Public Art	Ensure publicly funded art projects and installations reflect and incorporate the experiences of historically excluded and underrepresented voices in the physical and cultural landscape of the City.	CF-1, CF-2, PR-4
72	Culturally Responsive Design	Develop standards for public spaces and buildings that incorporate culturally-specific design principles and art installations and reflect the diverse history and heritage of Vancouver communities.	CF-1, CF-2, PR-4
73	Center Impacted Voices in the Development of Community Spaces	Engage community organizations and individuals representing diverse lived and cultural experiences in the planning, design and programming of community spaces.	CF-1, EI-1, PR-4
74	Multilingual and Culturally Competent Services	Ensure all city services are accessible in multiple languages and delivered with cultural competency.	CF-2, EI-1, H-3
75	Climate Resilient Spaces	Incorporate elements of climate resiliency into new privately and publicly developed public spaces.	CL-1, CF-1, PR-1

76	Broaden Equitable Access to Natural Spaces and Parks	Site new accessible and attainable housing close to existing and future parks, ensuring equitable access to existing facilities, and investing in new and improved facilities in underserved neighborhoods.	CL-4, PR-3, H-1
77	Community Centers	Establish multipurpose community centers offering social, recreational, educational, and cultural programming, especially in underserved areas.	CL-4, PR-3, IF-1
78	Resources for Youth and Aging Populations	Prioritize programs and infrastructure that support youth and aging populations, including safe play areas, accessible housing, robust childcare, public facilities and community programs that foster multigenerational interaction.	EI-3, IF-1
79	Improve Connectivity Between Parks and Open Spaces	Create an expansive network of linear parks that encourage active transportation, improve community health and wellbeing, enhance tree canopy and stormwater management, and link parks and open space with housing.	PR-2, IF-1, CL-2
80	Community Gardens	Expand access to community gardens and incentivize urban agriculture to improve food security and increase healthy food options .	PR-3
81	Increase Food Access	Incentivize and remove regulatory barriers to locating grocery stores and neighborhood markets near housing and in underserved neighborhoods.	PR-3, LU-1
82	Regional Trail and Open Space Networks	Work with nonprofit and private partners, Clark County and adjacent cities to build out the regional trail network for recreation and active transportation purposes.	TM-1, PR-2
84	Income Based Housing in Connected and Accessible Neighborhoods	Facilitate development of income-based housing in connected and accessible neighborhoods, and in areas with access to resources and services.	H-2, EI-1
89	Regional Planning	Coordinate closely with Clark County, other cities, and other government entities such as C-TRAN, the Regional Transportation Council (RTC), and school districts to sustainably manage urban growth areas, efficiently deliver urban services, expand regional transit and multimodal connectivity, and coordinate on shared goals and responsibilities, in accordance with adopted countywide planning policies.	LU-4, CL-3, TM-2, TM-1
90	Optimize Freight Corridors	Designate and enhance freight corridors to facilitate efficient movement of goods and reduce congestion.	TM-3, EO-2
91	Enhance Port Access and multimodal freight solutions	Improve infrastructure and connectivity to and from the Port of Vancouver to streamline freight operations.	TM-3, EO-2

94	Emergency Rental Assistance	Provide financial support to help at-risk households remain in their homes, preventing eviction and displacement.	H-4, EI-1
96	Reduce displacement in the face of new growth	Implement anti-displacement strategies and actions that protect residents and businesses in advance of public investment so communities can remain in place and benefit from improvements.	H-4, EI-1
97	Access to Non-Traditional Homeownership Methods	Broaden access to homeownership in the community for first time owners, low-income residents, and other groups frequently priced out of through alternative ownership methods.	CF-1, H-4, H-5, H-6,
98	Housing Innovation	Promote and remove regulatory barriers to new and innovative construction methods such as modular, panelized, 3d printing, or other methods.	H-1, CF-4
100	Culturally Specific and Identity-Based Housing	Work with partners to facilitate and fund housing that reflects the cultures, identities and needs of Vancouver's unique population groups.	H-2, CF-2, EI-1
101	Engage with Tribal Community Members	Foster meaningful partnerships with tribal communities and land stewards, integrating their knowledge, priorities, and cultural perspectives into local decision-making processes.	EI-1, EI-4, CL-2
102	Tracking Progress and Reporting Back	Build transparency and accountability with the community through regular tracking of plan implementation and consistently reporting out on progress in an accessible manner.	EI-4
103	Boards and Commissions	Ensure boards and commissions reflect community demographics and provide diverse voices a meaningful role in decision-making and policy development.	EI-4
104	Ethical and Fair City Processes	Promote ethical and fair governance by embedding accountability in City processes, ensuring access for historically excluded communities, mitigating bias, and fostering ethical use of technology and digital practices.	EI-5, EI-1, CF-4
107	Historic and Culturally Significant Resources	Protect and preserve significant cultural, historic, archeologic, and ecologic community resources. Promote preservation, restoration, and rehabilitation of historic and architecturally significant structures.	CF-2, CL-1, CL-2, PR-4
109	Inclusive Engagement	Foster inclusive, community-led engagement rooted in inclusion, trust, and long-term relationship-building, and centering the voices of those who are most directly impacted by outcomes of City processes.	EI-4, CF-1

110	Future Updates	Continue to update the Comprehensive Plan and implementing regulations in response to the annual review process, state mandated 5-year Implementation Progress Report, and 10-Year periodic review requirement that includes updates to long-term growth forecasts and regional land capacity analysis.	EI-4
111	Monitoring Progress	Regularly review progress towards implementation of the Vancouver Comprehensive Plan goals and policies using the metrics identified for each policy.	EI-4
112	Multimodal Level of Service	Update regulations and design guidance to reflect multimodal level of service standards that require private development and capital projects to advance multimodal safety and support shifts to non-drive-alone modes.	TM-2
115	Sustainable Parks Funding	Identify and implement new funding strategies to support robust parks and natural area investments, ongoing maintenance and operation costs, and provide equitable access and level of service to all community members.	PR-2
116	Public Safety	Support public safety through investment in emergency services, facilities, and coordinated preparedness efforts that strengthen community resilience and response.	CF-3
117	Access to Arts and Cultural Programs	Improve access to arts, cultural, and heritage programs by reducing barriers to participation, prioritizing underserved and historically marginalized communities, and investing in related programs.	EI-1, PR-4
118	Increase Cultural Capacity	Strengthen Vancouver's cultural sector by investing in capacity building across arts, culture and heritage organizations as an economic and cultural driver of the community.	PR-4
119	Acquire Land for Public Parks	Acquire and reserve land for the development of parks for public use and recreation in areas experiencing growth, prioritizing underserved neighborhoods and areas currently not meeting parks service standards.	PR-2
120	Community Safe Routes	Create safe walking connections through programs that identify and invest in Safe Routes to Schools and Community Safe Routes that link people to transit and other important community destinations.	TM-1, TM-2
121	Critical Infrastructure	Work with local, state, federal and tribal partners to replace critical infrastructure and facilities of regional significance, and ensure long term resiliency for the Vancouver community and regional economy.	TM-1, IF-1

Goal / Chapter

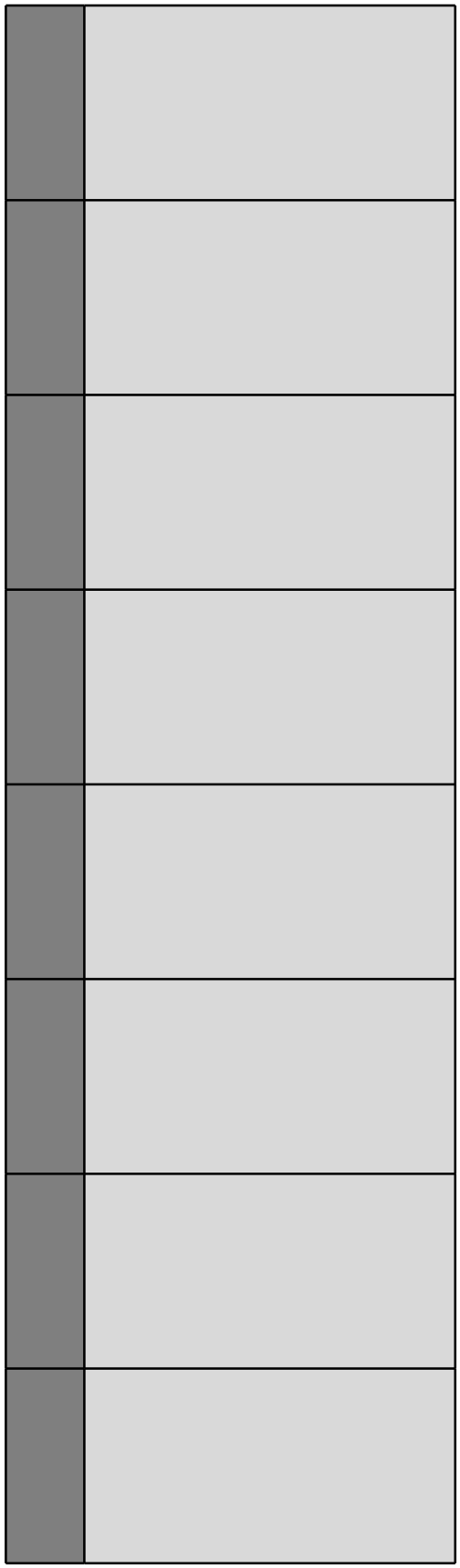


No	Policy
1	Trauma-informed Services
2	Welcoming and Supportive Community
3	Disaster Recovery and Emergency Response
25	Support Decentralized Infrastructure Systems
33	Vancouver as an Innovation Hub

35	Expand Workforce Development and Career Pathways
36	Facilitate Job-Creating Business Growth and Investment
48	Crime Prevention Through Environmental Design
58	Reduce Vehicle Miles Traveled Per Capita
61	Emerging Mobility
69	Increase Access to Community Spaces
70	Increase Access to Space for Artists and Creatives
71	Expand Representation in Public Art

72	Culturally Responsive Design
73	Center Impacted Voices in the Development of Community Spaces
74	Multilingual and Culturally Competent Services
75	Climate Resilient Spaces
97	Access to Non-Traditional Homeownership Methods
98	Housing Innovation
100	Culturally Specific and Identity-Based Housing
104	Ethical and Fair City Processes

107	Historic and Culturally Significant Resources
109	Inclusive Engagement
116	Public Safety



Goal Language / Vision Statement

Vancouver is a city that is affordable, safe, accessible, vibrant and prosperous, where all community members feel valued, included, and honored. Our City is made up of authentic places that reflect our different histories and lived experiences and help strengthen social bonds and connections to each other. We recognize that our histories include big accomplishments and important milestones, as well as individual and collective trauma and systemic injustice, and we will work to intentionally repair past harms, and limit future ones. We uplift individuals and communities to collectively build a future where we not only survive but thrive, so that every person can lead a fulfilling life and truly belong.

Policy Language

Ensure City programs and policies are designed and delivered using trauma-informed care principles.
Build a community that welcomes new residents, provides support for at risk individuals, welcomes historically excluded community members to the table, and treats all people with dignity and respect.
Develop plans and resources to ensure effective emergency response and equal access to emergency services and recovery resources mitigating risks from extreme weather and climate-related hazards.
Support on site decentralized systems that reduce reliance on centralized infrastructure. Support local energy and water solutions while strengthening community adaptability to environmental, social, and economic changes.
Position Vancouver as a center for innovation, technology, and entrepreneurship through public investment and attracting entrepreneurial talent.

Ensure all residents have access to career pathways, workforce training, and entrepreneurship opportunities that lead to living-wage jobs and wealth creation, with a focus on underrepresented communities.
Support businesses that create high-quality jobs by reducing barriers to growth, streamlining development processes, and ensuring access to necessary resources and infrastructure.
Foster a safe community by encouraging street level activity and thoughtful building and infrastructure design that enhance public safety and community well-being.
Implement land use patterns that reduce vehicle miles traveled, traffic congestion, and greenhouse gas emissions, and improve safety and air quality.
Prepare for emerging technologies by updating City policies and operational requirements for shared mobility and emerging mobility vendors, including Autonomous Vehicles. Create data standards, data sharing agreements, and vendor requirements.
Facilitate and provide accessible and inclusive community gathering spaces, with a focus on populations vulnerable to social isolation.
Establish partnerships that increase access to shared, affordable spaces serving artists and arts and cultural organizations.
Ensure publicly funded art projects and installations reflect and incorporate the experiences of historically excluded and underrepresented voices in the physical and cultural landscape of the City.

Develop standards for public spaces and buildings that incorporate culturally-specific design principles and art installations and reflect the diverse history and heritage of Vancouver communities.
Engage community organizations and individuals representing diverse lived and cultural experiences in the planning, design and programming of community spaces.
Ensure all city services are accessible in multiple languages and delivered with cultural competency.
Incorporate elements of climate resiliency into new privately and publicly developed public spaces.
Broaden access to homeownership in the community for first time owners, low-income residents, and other groups frequently priced out of through alternative ownership methods.
Promote and remove regulatory barriers to new and innovative construction methods such as modular, panelized, 3d printing, or other methods.
Work with partners to facilitate and fund housing that reflects the cultures, identities and needs of Vancouver's unique population groups.
Promote ethical and fair governance by embedding accountability in City processes, ensuring access for historically excluded communities, mitigating bias, and fostering ethical use of technology and digital practices.

Protect and preserve significant cultural, historic, archeologic, and ecologic community resources. Promote preservation, restoration, and rehabilitation of historic and architecturally significant structures.
Foster inclusive, community-led engagement rooted in inclusion, trust, and long-term relationship-building, and centering the voices of those who are most directly impacted by outcomes of City processes.
Support public safety through investment in emergency services, facilities, and coordinated preparedness efforts that strengthen community resilience and response.

How to use:	the yellow box is a dropdown field. Select a field in the yellow box - and in the gray cells, the Goal Language, as well as the associated policies will be returned automatically. You can return all the policies related to a chapter by selecting "LU, CL, H, or EO" in the yellow dropdown box.

Goal

LU

LU-1

LU-2

LU-3

LU-4

H

H-1

H-2

H-3

H-4

H-5

H-6

CL

CL-1

CL-2

CL-3

CL-4

EO

EO-1

EO-2

EO-3

EO-4

CF

CF-1

CF-2

CF-3

CF-4

EI

EI-1

EI-2

EI-3

EI-4

EI-5

PR

PR-1

PR-2

PR-3

PR-4

TM

TM-1

TM-2

TM-3

TM-4

Goal Language

Vision Statement: We will create connected and accessible neighborhoods that provide a mix housing, jobs, and essential services in accessible and inviting spaces. We will add new types and sizes of housing that are affordable to a wide range of community members and foster a sense of inclusion for people of all backgrounds. We recognize that change will occur in neighborhoods and corridors across the city, and that we must accommodate this change while preventing displacement, maintaining livability and finding new ways to use existing buildings and infrastructure. Our vision emphasizes the importance of creating community spaces where people can build and sustain relationships. We aspire to build a resilient, thriving, connected, and inclusive urban landscape that creates harmony between the built and natural environment and fosters choice and opportunity throughout the city.

Connected and Accessible Neighborhoods: Vancouver neighborhoods are places where community members can walk, bike, or roll to a diverse mix of community and open spaces, services, retail, fresh food, healthcare and educational opportunities and amenities within 15 minutes or less.

Built Environment Promotes Health: New investments in the built and natural environment promote health and well-being, active lifestyles, and community interaction, and increase access to parks, open space and outdoor recreation opportunities.

Reduced Carbon in the Built Environment: We have successfully decreased local carbon emissions associated with Vancouver's built environment through investments in energy-efficient buildings, compact urban design, access to frequent transit, and infrastructure that supports active modes of travel.

Efficient Use of Land: Finite land and material resources are used efficiently, minimize environmental impact, and improve efficiency of service delivery by focusing new development in areas with existing infrastructure to move toward a more compact urban form.

Vision Statement: We strive to build a community where people have many choices about where they will live, all within thriving, active, and affordable neighborhoods that they are proud to live in. We envision a future where housing is affordable and accessible to everyone and is designed in a culturally inclusive way. We commit to increasing opportunities for homeownership and wealth creation and prioritizing the needs of historically excluded communities from opportunities. Our strategy aims to maximize the number and range of housing options, embrace non-traditional design methods, add middle and multigenerational housing, and accommodate the diversity of housing needs within our community. In the future, many different housing options will be affordable to the entire community, all located within connected and accessible neighborhoods that provide safe and convenient access to employment opportunities, education, essential services and open space.

Housing Production: In 2045, the City has added a minimum of 38,000 net new housing units to its current stock, eliminating the current housing deficit and providing enough housing to serve Vancouver's diverse and growing community.

Diverse and Accessible Housing: A wide range of new housing types are provided to fit a variety of household sizes, cultures, incomes, and abilities, and where community members can access housing that meets their needs at all stages of life.

Reduce Homelessness: The City and its partners work collectively to provide adequate transitional, permanently supportive, and affordable housing in the community, so that all residents have access to safe and stable housing.

Prevent Displacement: The City and its partners work collectively to prevent displacement of community members due to direct impacts and market forces by providing resources that support residents remaining stably and securely housed.

Access to Homeownership: Homeownership is attainable for people across the income spectrum, particularly communities previously excluded from buying a home through racial covenants and discriminatory lending practices.

Affordable Housing: Vancouver community members have access to affordable housing regardless of income, including both market rate and income-based housing options, and the City prioritizes long-term preservation of existing affordable units.

Vision Statement: We envision a future where there is balance between the built and natural environment, with resilient and thriving communities that are well prepared to adapt to the impacts of climate change. We commit to expanding green spaces and the ecosystems they host, building sustainable infrastructure, combating heat islands and providing every community member with multimodal transportation options that reduce greenhouse gas emissions. We will invest in projects and initiatives that support those most impacted by climate change and engage all community members in finding solutions. We will prioritize the development of infrastructure and community spaces that are ready to function during times of disaster and create places where people continue to be able to live, work and play as the climate changes.

Resiliency and Climate Adaptation: Vancouver is a resilient and sustainable city that is prepared to mitigate and adapt to the localized impacts of climate change including sea level rise, landslides, flooding, drought, heat, smoke, and wildfire.

Increase Biodiversity and Enhance Natural Spaces: Vancouver has thriving ecosystems, build green infrastructure and preserve natural spaces that enhance air quality, provide natural cooling, sequester carbon, and beautify neighborhoods, enriching residents' quality of life.

Decrease Emissions: Vancouver is a carbon neutral community that excels in reducing carbon emissions and criteria pollutants through implementing sustainable practices and green infrastructure.

Environmental Health: Community members experience better environmental health conditions through the protection and enhancement of local ecosystems, improved air and water quality, reduced exposure to environmental hazards and increased access to natural spaces.

Vision Statement: We envision a future where all community members have access to stable jobs that allow them to support themselves, their families and communities. We commit to prioritizing wealth creation and financial stability for historically excluded groups, growing economic opportunity for all, developing a green economy that mitigates the impacts of climate change, and supporting innovation in business and industry. We recognize that access to housing and childcare is essential to building a resilient and equitable economy. We believe in community-centered economic development that focuses on people and uplifts our existing workforce while providing options for those who will be here in the future. We commit to building and strengthening partnerships to support small businesses and startups, expand workforce training opportunities, break down barriers to entry and promote upward mobility, particularly for historically underserved and excluded communities.

Invest in People: Vancouver has a robust local economy that supports community-wide prosperity, with a range of employment opportunities that provide stable, family-wage jobs, and an ecosystem of training and skill building resources to build the workforce of the future.

Thriving Economy and Industries: By 2045, Vancouver will have added 44,000 new jobs by attracting diverse businesses and industries, fostering innovation, encouraging entrepreneurship, supporting local businesses and startups, supporting new technologies, and providing the infrastructure, workforce, and resources industries need to thrive and grow sustainably.

Circular and Sustainable Economy: Vancouver's economy is sustainable, circular, and supports climate action and adaptation. City investments in economic development promote holistic cycles of consumption and production, prioritizes renewable resources, and support industries that advance environmental health and economic stability.

Inclusive and Community-Centered Economic Growth: Economic growth provides benefits and opportunities to all community members, supports upward mobility, and provides opportunities for wealth creation.

Vancouver is a city that is affordable, safe, accessible, vibrant and prosperous, where all community members feel valued, included, and honored. Our City is made up of authentic places that reflect our different histories and lived experiences and help strengthen social bonds and connections to each other. We recognize that our histories include big accomplishments and important milestones, as well as individual and collective trauma and systemic injustice, and we will work to intentionally repair past harms, and limit future ones. We uplift individuals and communities to collectively build a future where we not only survive but thrive, so that every person can lead a fulfilling life and truly belong.

Social Infrastructure: Vancouver community members live in vibrant, active and engaged neighborhoods, where they feel a sense of belonging and have strong, supportive social ties.

Inclusive and Affirming Environments: Vancouver's public spaces and neighborhoods are inclusive and affirming for all community members, creating a sense of belonging and safety, and freedom from discrimination.

Community Preparedness: Vancouver is a community where safety is prioritized, and a robust emergency management strategy and strong social ties ensure all residents are well-prepared for natural disasters and disruptive events.

Innovation: Vancouver is a regional hub for creative solutions, innovative methods, entrepreneurship, calculated risk-taking, and bold solutions that drive progress and address systemic inequities.

Vancouver is an equitable and inclusive community that recognizes and respects intersecting identities. We do this through intentional action that seeks to repair injustices of the past and chart a new course, centering voices that were excluded and, in many instances, continue to be excluded from decision-making processes. We follow the guidance and expertise of those who have been directly impacted by exclusionary practices and oppressive systems, in order to design a more equitable future for our community. We examine the intended and unintended consequences of past, current and proposed policies with an equity lens, and work towards increasing pathways to access and participation. Reparative actions, universal access, and physical and mental health are critical priorities in creating inclusive environments.

Equitable Community: All community members have equitable and inclusive access to opportunities and resources, including communities most impacted by past and present exclusionary practices.

Universal Design and Access: Public spaces, public infrastructure, and public and private buildings are universally designed and meet best practices for accessibility and inclusion.

Youth and Aging Population Focus: The built environment supports community members from childhood through later life, with families and caretakers benefitting from robust youth programs and accessible childcare, enabling children to excel and parents to actively participate in the workforce. Aging populations benefit from accessible infrastructure, inclusive urban design, accessible housing, and opportunities for social connection.

Transparent and Inclusive Governance: Community members have trust in City government, built and sustained through equitable and inclusive community engagement, an emphasis on building trust-based relationships with partners and community members, regular reporting of progress and outcomes, and co-creative and transparent decision-making processes.

Inclusive Use of Technology: The City utilizes an equity lens to evaluate, assess, develop, and implement any use of smart technology to reduce embedded biases, and ensure that residents are not discriminated against or systemically or interpersonally harmed.

In Vancouver, all people enjoy increased access to cultural events, public art, natural areas, parks, community and green spaces, and an expansive network of trails and greenways. We recognize that art, culture and open spaces are critical elements of community health, wellness and quality of life. We commit to building inclusive and safe public spaces that reflect the diversity of our community without cost barriers, while conserving and preserving natural areas and adapting to climate change. Embracing native plants and species, we aim to create biodiverse havens that enhance ecological resilience. With a focus on health and well-being, our parks will offer diverse recreational opportunities and engaging programming, ensuring a thriving and interconnected community for generations to come.

Increase Community Health Through Recreation: Vancouver has safe and equitable access to a quality and diverse system of parks, natural areas, amenities, recreational facilities and programs that promote physical and mental well-being, cater to the varied interests and needs of community members and contribute to a vibrant and active community.

Parks, Trails, and Natural Spaces: Vancouver's residents have access to a well-connected and expanded network of developed parks, trails, and natural areas that support outdoor recreation, biodiversity, and climate resilience, that serve as vital hubs for community gatherings, cultural events and a shared sense of place.

Community Health and Wellness: Vancouver community members have access to high-quality healthcare, mental health services, spaces that support physical and mental wellbeing, and fresh, healthy food options through integrated neighborhood clinics, community hubs, and sustainable food systems.

Thriving Cultural Landscape: Vancouver supports a thriving cultural landscape for residents and visitors by investing in public art, cultural centers and facilities, historic preservation, and supporting community centered initiatives and opportunities for creative expression that reflect the city's diverse identities and historic roots.

In Vancouver, transportation is safe and accessible for everyone, regardless of where they live or their socioeconomic status. We commit to building an equitable and connected network of streets, paths and trails that are safe and comfortable for people walking, driving, rolling, using small mobility devices and taking transit. By prioritizing reliability and frequency, our public transportation system allows people to move around the community easily and safely. We embrace multi-modal options such as bicycles and small mobility devices like scooters and commit to breaking down barriers and removing financial obstacles to using these travel options. Through strategic partnerships, we will establish integrated transportation hubs, fostering safe, climate-friendly, and accessible pathways to essential resources and opportunities in Vancouver and across the region

Integrated Transportation and Connectivity: Vancouver is served by a reliable, frequent, and accessible transportation system that seamlessly connects residents to key areas of the city and the region.

Change Travel Behavior: Community members can access a suite of low carbon travel options that connect important destinations, including walking, cycling, small mobility, and transit, while reducing reliance on single occupancy vehicles.

Efficient Freight Access: Efficient and resilient port and freight infrastructure safely and efficiently move goods, support economic growth and minimizes negative environmental impacts.

Eliminate Traffic Fatalities (Vision Zero): Eliminate traffic-related fatalities and serious injuries occurring in the transportation network and create a safe and comfortable travel environment for all users, regardless of age, ability or mode of travel.

Associated Goal(s)	No	Policy Name
CF-2, CF-3	1	Trauma-informed Services
CF-2, EI-1	2	Welcoming and Supportive Community
CF-3, EI-1, CL-1	3	Disaster Recovery and Emergency Response
CL-1, CL-2, CL-4	4	Reduce Urban Heat Island Effect
CL-1, CL-2, IF-1	5	Incorporate Green Infrastructure into Development
CL-1, CL-3	6	New Green Buildings
CL-1, CL-3	7	Solar Access
CL-1, CL-3, CL-4	8	Reduce Solid Waste
CL-1, CL-4	9	Conserve Water Resources
CL-1, IF-1	10	Stormwater Management

CL-1, IF-1	11	Adapt Infrastructure to Climate Change
CL-2	12	Protect Critical Areas and Shorelines
CL-2	13	Restore Critical Areas
CL-2	14	Equitable Distribution of Tree Canopy
CL-2, CL-4	15	Habitat and Species Under Stress from Climate Change
CL-3, IF-1	16	Reduce Emissions From Existing Buildings and Infrastructure
CL-3, CL-4	17	Low Carbon Fuels
CL-3, EO-3	18	Embodied Carbon
CL-3, IF-1	19	Support the Use of Renewable Energy
CL-4	20	Indoor Air Quality
EI-1, CL-4	21	Mitigate Noise Pollution
EI-1, CL-4	22	Reduce Environmental Health Disparities from Pollution

EO-3, CL-3	23	Recycling and Organic Material Management
IF-1	24	Environmentally Conscious Procurement and Maintenance
IF-1, CF-4	25	Support Decentralized Infrastructure Systems
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TM-2, EO-1, EI-1, IF-1	27	Support Transit with Resilient Infrastructure Improvements
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Description
Ensure City programs and policies are designed and delivered using trauma-informed care principles.
Build a community that welcomes new residents, provides support for at risk individuals, welcomes historically excluded community members to the table, and treats all people with dignity and respect.
Develop plans and resources to ensure effective emergency response and equal access to emergency services and recovery resources mitigating risks from extreme weather and climate-related hazards.
Minimize impacts of the urban heat island effect, reduce temperature disparities for equity priority neighborhoods, and safeguard vulnerable populations from the adverse effects of extreme heat through proactive measures.
Prioritize integrating green infrastructure into new development, redevelopment, replacement of existing infrastructure, and development of public spaces within the City to improve stormwater quality and reduce urban heat island effect.
Ensure that buildings contribute to the City's greenhouse gas reduction goals, protect occupants from climate hazards and extreme weather, and minimize harm to wildlife and natural ecosystems.
Expand community solar access for low income homeowners and renters.
Increase waste diversion rates through a system that minimizes landfill reliance, reduces greenhouse gas emissions, prioritizes composting and encourages resource recovery.
Encourage water-efficient technologies and practices, reuse systems, and conservation programs to reduce consumption and ensure sustainable water availability amid climate change and growing demand.
Focus on improving water quality and prevent flooding through managing stormwater flows, encouraging natural filtration of precipitation to ground water, reducing runoff, mitigating flood risks by advancing systems that manage stormwater effectively, and enhancing local water quality in the watershed.

Retrofit existing infrastructure, parks and natural spaces, and construct new facilities to adapt to the localized impacts that will occur in the community due to climate change.
Protect existing Critical Areas within the City, and Shorelines of Statewide Significance, and ensure no net loss of ecological functions through avoidance of impacts, conservation design principles, and compensatory mitigation when loss of ecological function cannot be avoided.
Support restoration and enhancement of Critical Areas by private landowners, or through City / nonprofit acquisition and other initiatives.
Meet tree canopy coverage goal of 28%, using the City's Equity Index to target investment in underserved neighborhoods lacking coverage.
Take inventory of and protect climate refugia, and fish and wildife habitat needs for species under stress from climate change.
Reduce emissions from buildings, structures, and, infrastructure in the community.
Support the transition to low-carbon fuels by expanding local production and distribution, supporting infrastructure growth, and adoption incentives.
Source materials used in the construction and development of new housing and commercial spaces from within the region, utilize low carbon materials, or utilize materials found on site, reducing embodied carbon.
Encourage new renewable energy infrastructure, promote development of storage systems, and work with Clark Public Utilities to promote demand-response strategies and programs to ensure a stable, resilient, and sustainable energy grid.
Improve indoor air quality for residents most susceptible to negative impacts from exposure to particulates, carbon monoxide, nitrogen dioxide, and lead.
Reduce and mitigate noise pollution from major stationary and mobile sources (air travel, vehicles, freight, and railroads, high intensity industrial uses), prioritizing vulnerable populations and reducing the impact in residential, commercial, and natural areas.
Mitigate the impacts of air, water, heat, noise, and light pollution, with a focus on areas with high environmental health disparities.

Use green materials and practices when procuring materials and services, and while carrying out maintenance functions.
Use green materials and practices when procuring materials and services, and while carrying out maintenance functions (reduce plastics, asphalt alternatives, reducing pesticide usage, etc.).
Support on site decentralized systems that reduce reliance on centralized infrastructure. Support local energy and water solutions while strengthening community adaptability to environmental, social, and economic changes.
Acquire environmentally sensitive land with ecological benefits for the purpose of conservation.
Invest in transit-supportive infrastructure that responds to localized impacts of a changing climate to ensure reliable, frequent, and accessible future transit service, prioritizing underserved areas and those with high climate vulnerability.
Avoid siting new housing near known stationary sources of air, water, heat and light pollution, and facilitate site and building design that mitigates impacts from stationary pollution sources for both new and existing housing.
Reduce barriers to accessing education and employment opportunities, so all community members can reach their full potential.
Support the development of new childcare facilities in the City and eliminate regulatory barriers preventing their creation.
Foster inclusive economic growth through education and resources that support small business owners, entrepreneurs and members of historically excluded and underserved communities.
Conserve and invest in industrial lands and other areas that provide employment for middle & high wage jobs.
Position Vancouver as a center for innovation, technology, and entrepreneurship through public investment and attracting entrepreneurial talent.
Utilize City-controlled real estate to provide affordable commercial leasing opportunities for small and emerging businesses.
Ensure all residents have access to career pathways, workforce training, and entrepreneurship opportunities that lead to living-wage jobs and wealth creation, with a focus on underrepresented communities.

Support businesses that create high-quality jobs by reducing barriers to growth, streamlining development processes, and ensuring access to necessary resources and infrastructure.
Ensure neighborhood business districts are safe, vibrant, and accessible hubs of economic activity through strategic public and private investment.
Simplify the development review process where feasible and as needed to reduce housing costs.
Calibrate impact fees proportional to development scale, ensuring affordability for smaller projects while allowing the city to recover costs from overall development impacts on resources and services.
Expand access to municipal and community-based services and amenities by prioritizing investment in underserved areas.
Develop Subarea plans for key centers and corridors citywide, facilitating the development of integrated residential, commercial, employment and community uses.
Support integrated development, with commercial activities, public services, employment and amenities near residential development.
Develop regulations that provide transitions between zoning districts to ensure compatibility.
Support efforts to retrofit or repurpose underutilized buildings, structures and infrastructure for the development of new housing and commercial spaces.
Facilitate and expand allowances for shared utilization of parking facilities.
Prioritize, facilitate, and incentivize development on infill and underutilized lots.
Implement strategic pricing mechanisms to regulate the availability of on-street parking in mixed use and regional activity centers.
Foster a safe community by encouraging street level activity and thoughtful building and infrastructure design that enhance public safety and community well-being.
Broaden access to essential healthcare and services in underserved populations and address built environment causes of health disparities.
Utilize the City’s Equity Index and Displacement Risk Assessment tool to guide public investments and infrastructure improvements.

Incentivize universal design principles in private development. Support accessibility retrofits for existing homes and prioritize affordable housing options tailored to multi-generational living, aging in place, and a wide range of abilities.
Develop mechanisms to integrate community benefits into private development that requires discretionary land use review and City-led redevelopment projects.
Prioritize infrastructure, housing, and public service investments in underserved neighborhoods and areas of the City that have not benefitted from past investments.
Partner with nonprofits to help expand access to culturally inclusive mental health, behavioral health, and physical health resources.
Ensure that residents have support for aging in place or downsizing through diverse housing options, accessible services, and reliable transit, ensuring long-term livability and independence
Incentivize development of housing types suitable for multigenerational living.
Adopt new technologies and invest in supportive infrastructure to increase the adoption of electric, hybrid, and alternative fuel vehicles to reduce community emissions.
Implement land use patterns that reduce vehicle miles traveled, traffic congestion, and greenhouse gas emissions, and improve safety and air quality.
Ensure medium- to high-scale residential, mixed-use, and commercial development is human-scale, street-oriented, and integrated with surroundings to enhance comfort, accessibility, and visual interest for people walking, biking, or rolling.
Tailor regulations, incentives and investments to facilitate development near current and future transit stations, ensuring new development is accessible to historically excluded and underserved communities and those most reliant on public transit.
Prepare for emerging technologies by updating City policies and operational requirements for shared mobility and emerging mobility vendors, including Autonomous Vehicles. Create data standards, data sharing agreements, and vendor requirements.

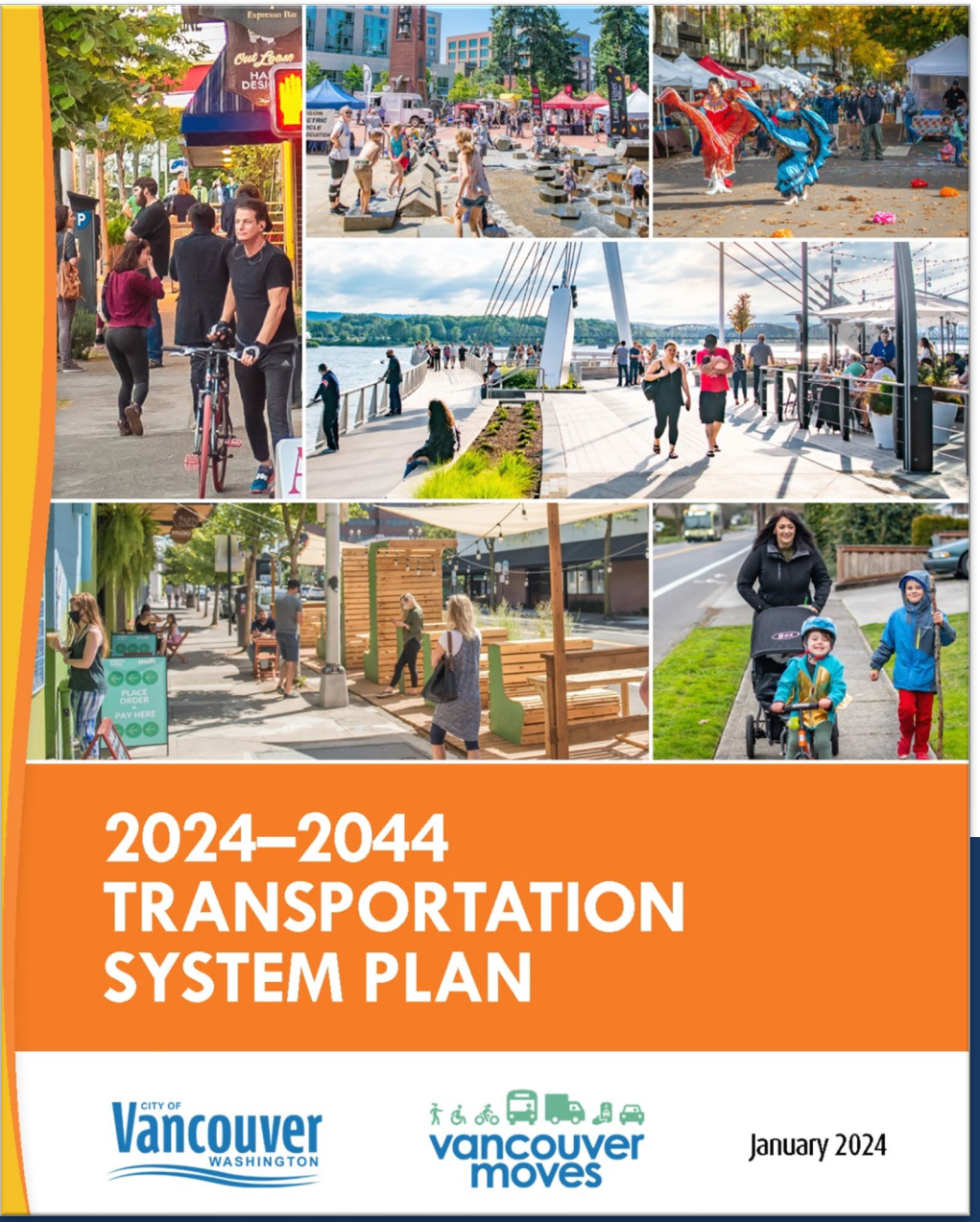
Improve active transportation infrastructure in mixed use and regional activity centers coordinated with new development, and areas with underserved pedestrian and micromobility infrastructure to increase the share of trips made by foot, bike, or other small mobility devices.
Adopt street standards that create comfortable, inviting multimodal streets.
Adopt connectivity standards to improve pedestrian and small mobility safety and accessibility. Apply standards to development, capital, maintenance, and planning projects including maximum block length, unconnected streets, cul-de-sac connections, linkages between land uses, and multiple access points.
Implement the city-wide low-stress bicycle and small mobility network that prioritizes safety and comfort for people of all ages and abilities.
Develop guidance and encouragement for community use of the right-of-way, including plazas, parklets, “streateries,” open streets events, public art, and demonstration projects.
Locate community resources near current and future high-capacity transit stations to ensure access for those most reliant on public transit.
Ensure transportation systems meet universal design standards, prioritizing mobility solutions for disabled, senior, youth, and low-income residents across all modes.
Facilitate and provide accessible and inclusive community gathering spaces, with a focus on populations vulnerable to social isolation.
Establish partnerships that increase access to shared, affordable spaces serving artists and arts and cultural organizations.
Ensure publicly funded art projects and installations reflect and incorporate the experiences of historically excluded and underrepresented voices in the physical and cultural landscape of the City.
Develop standards for public spaces and buildings that incorporate culturally-specific design principles and art installations and reflect the diverse history and heritage of Vancouver communities.
Engage community organizations and individuals representing diverse lived and cultural experiences in the planning, design and programming of community spaces.
Ensure all city services are accessible in multiple languages and delivered with cultural competency.

Incorporate elements of climate resiliency into new privately and publicly developed public spaces.
Site new accessible and attainable housing close to existing and future parks, ensuring equitable access to existing facilities, and investing in new and improved facilities in underserved neighborhoods.
Establish multipurpose community centers offering social, recreational, educational, and cultural programming, especially in underserved areas.
Prioritize programs and infrastructure that support youth and aging populations, including safe play areas, accessible housing, robust childcare, public facilities and community programs that foster multigenerational interaction.
Create an expansive network of linear parks that encourage active transportation, improve community health and wellbeing, enhance tree canopy and stormwater management, and link parks and open space with housing.
Expand access to community gardens and incentivize urban agriculture to improve food security and increase healthy food options .
Incentivize and remove regulatory barriers to locating grocery stores and neighborhood markets near housing and in underserved neighborhoods.
Work with nonprofit and private partners, Clark County and adjacent cities to build out the regional trail network for recreation and active transportation purposes.
Explore and develop additional funding methods and resources to support affordable housing and community ownership opportunties
Facilitate development of income-based housing in connected and accessible neighborhoods, and in areas with access to resources and services.
Preserve the most affordable and accessible housing options in the City, and discourage conversion to more expensive housing or commercial uses.
Develop incentives to integrate below market housing as part of new market rate housing projects.
Facilitate homeownership opportunities through assistance programs, grants, and other methods that reduce barriers to entry for low- and moderate-income households.

Pursue strategic acquistion and utilize existing City-owned land for affordable housing.
Coordinate closely with Clark County, other cities, and other government entities such as C-TRAN, the Regional Transportation Council (RTC), and school districts to sustainably manage urban growth areas, efficiently deliver urban services, expand regional transit and multimodal connectivity, and coordinate on shared goals and responsibilities, in accordance with adopted countywide planning policies.
Designate and enhance freight corridors to facilitate efficient movement of goods and reduce congestion.
Improve infrastructure and connectivity to and from the Port of Vancouver to streamline freight operations.
Analyze and mitigate for displacement pressures and risks prior to making large scale public investments.
Expand the availability of permanently supportive housing and emergency shelter beds with integrated services for people with disabilities, houseless individuals, and at-risk populations.
Provide financial support to help at-risk households remain in their homes, preventing eviction and displacement.
Explore models and opportunities for existing residences and businesses to have right of first refusal to purchase property when it’s being sold, or build an equity stake in the property over time.
Implement anti-displacement strategies and actions that protect residents and businesses in advance of public investment so communities can remain in place and benefit from improvements.
Broaden access to homeownership in the community for first time owners, low-income residents, and other groups frequently priced out of through alternative ownership methods.
Promote and remove regulatory barriers to new and innovative construction methods such as modular, panelized, 3d printing, or other methods.
Increase housing diversity by allowing a range of missing middle housing types (duplexes, triplexes, townhomes, cottage clusters, and courtyard apartments) in low- and medium-intensity residential areas to expand affordability and accessibility.

Work with partners to facilitate and fund housing that reflects the cultures, identities and needs of Vancouver's unique population groups.
Foster meaningful partnerships with tribal communities and land stewards, integrating their knowledge, priorities, and cultural perspectives into local decision-making processes.
Build transparency and accountability with the community through regular tracking of plan implementation and consistently reporting out on progress in an accessible manner.
Ensure boards and commissions reflect community demographics and provide diverse voices a meaningful role in decision-making and policy development.
Promote ethical and fair governance by embedding accountability in City processes, ensuring access for historically excluded communities, mitigating bias, and fostering ethical use of technology and digital practices.
Work with Clark County and residents in the Urban Growth Area to facilitate orderly, fiscally sustainable annexations, ensuring urban standard service levels with logical boundary considerations.
Provide sewer and water service to all residential, commercial or other users in the City to the fullest extent possible. Encourage existing septic and well connections to convert to public sewer and water, while also allowing for autonomy in self-sustaining on site systems.
Protect and preserve significant cultural, historic, archeologic, and ecologic community resources. Promote preservation, restoration, and rehabilitation of historic and architecturally significant structures.
Assure consistency of overall land use and capital facilities plans by reevaluating Vancouver’s land use plan if funding is inadequate to provide necessary public facilities and services to implement the plan.
Foster inclusive, community-led engagement rooted in inclusion, trust, and long-term relationship-building, and centering the voices of those who are most directly impacted by outcomes of City processes.
Continue to update the Comprehensive Plan and implementing regulations in response to the annual review process, state mandated 5-year Implementation Progress Report, and 10-Year periodic review requirement that includes updates to long-term growth forecasts and regional land capacity analysis.

Regularly review progress towards implementation of the Vancouver Comprehensive Plan goals and policies using the metrics identified for each policy.
Update regulations and design guidance to reflect multimodal level of service standards that require private development and capital projects to advance multimodal safety and support shifts to non-drive-alone modes.
Encourage business growth, retention, and expansion, with an emphasis on family-wage jobs and foster resilience within Vancouver's economy.
Establish development regulations that incorporate best practices for reducing the risk of wildfire, extreme heat, flooding, and other climate-exacerbated hazards.
Identify and implement new funding strategies to support robust parks and natural area investments, ongoing maintenance and operation costs, and provide equitable access and level of service to all community members.
Support public safety through investment in emergency services, facilities, and coordinated preparedness efforts that strengthen community resilience and response.
Improve access to arts, cultural, and heritage programs by reducing barriers to participation, prioritizing underserved and historically marginalized communities, and investing in related programs.
Strengthen Vancouver's cultural sector by investing in capacity building across arts, culture and heritage organizations as an economic and cultural driver of the community.
Acquire and reserve land for the development of parks for public use and recreation in areas experiencing growth, prioritizing underserved neighborhoods and areas currently not meeting parks service standards.
Create safe walking connections through programs that identify and invest in Safe Routes to Schools and Community Safe Routes that link people to transit and other important community destinations.
Work with local, state, federal and tribal partners to replace critical infrastructure and facilities of regional significance, and ensure long term resiliency for the Vancouver community and regional economy.



CITY OF Vancouver WASHINGTON

Transportation System Plan – Implementation Update

Kate Drennan
Transportation Planning Manager
Community Development
May 12, 2025

Agenda

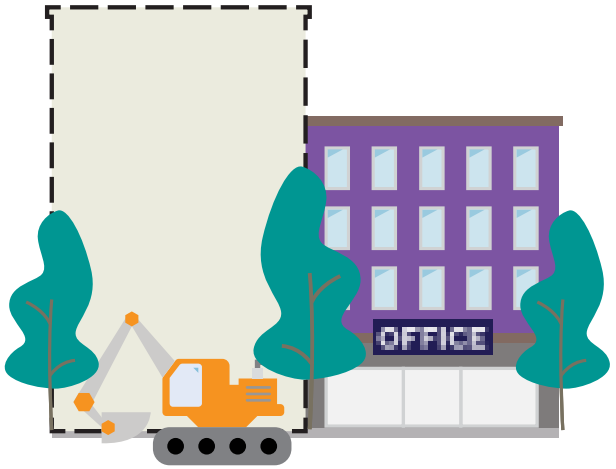
- Updates on:
  - near-term implementation priorities
- Advancing other TSP policies
- Discussion/ Questions

Complete Corridors Program

Transportation Planning program
+ Major Capital Projects

- NE 192nd Ave
- NE 18th Street
- NE 72nd Ave
- NE 86th/ 87th
- NE 97th / 98th
- St Johns/ St James
- 112th Avenue
- Upper Main Street
- McGillivray Blvd
- 29th/ 33rd Streets
- 34th Street
- Main Street
- SE 1st Street
- Fourth Plain Blvd & Fort Vancouver Way
- Columbia Street

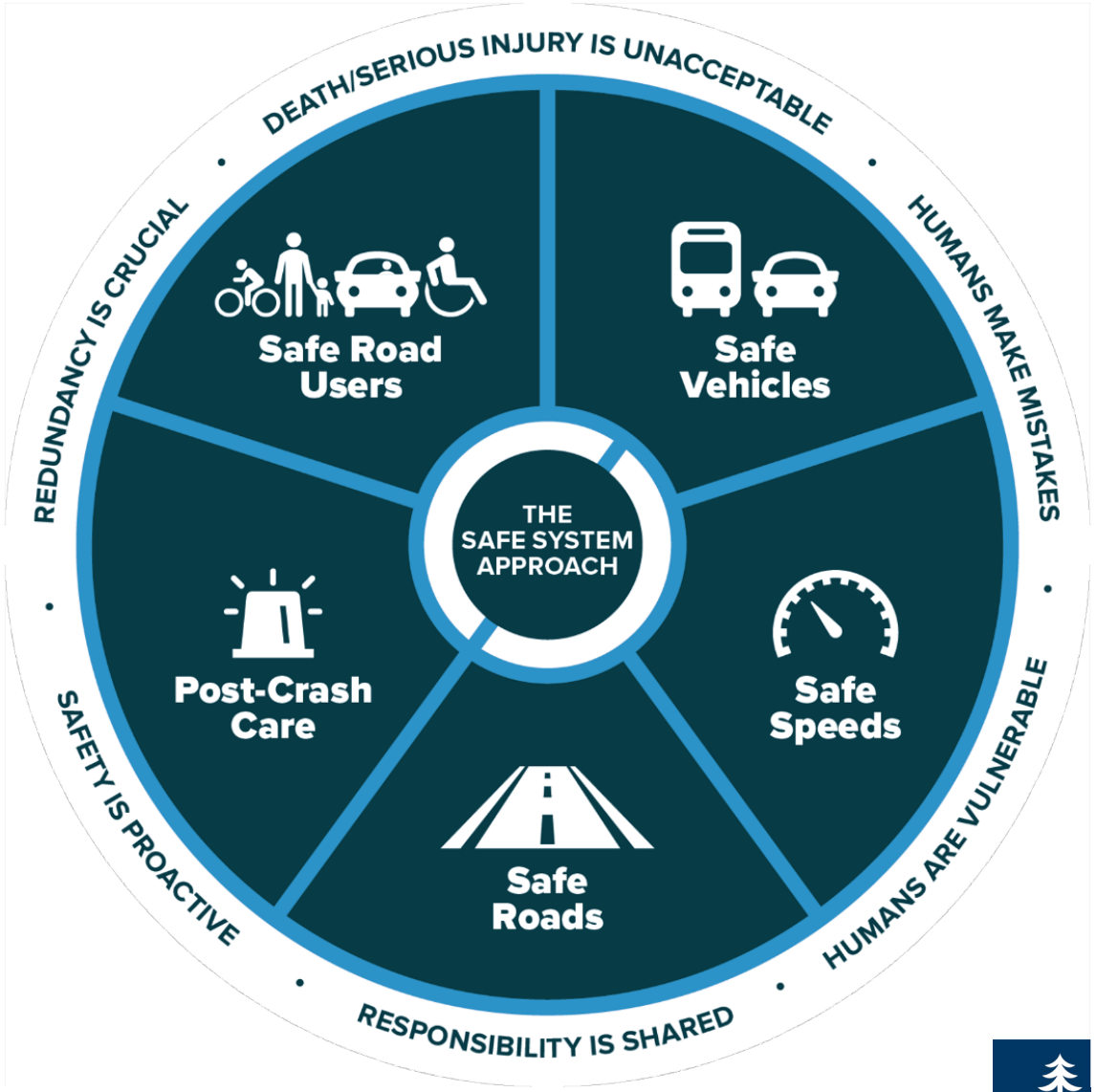
Leveraging Development



- Updating how we measure the impact of new development on the transportation system through:
  - Multimodal Level of Service for pedestrians, transit, & bikes through Comp Plan Update
  - Traffic impact analysis & updating traffic impact fee program
    - This update requires code changes that will be in front of Council later this year
  - Updating roadway standard roadway details to match TSP adopted standards

Vision Zero

- Updated the Local Road Safety Plan with most recent crash data
- Applying Safe Systems approach and pursuing Safe Streets and Roads for All project funding
- Applying speed limit reductions in conjunction with roadway projects



Safe Routes to School

- Standing up new program, creating a project charter with goals, outcomes, and action items
- Connecting locally with school districts and bike educators
- Planning Bike to School Events
- Identifying priority projects near schools

Advancing Transportation-related Climate Goals

- Undertaking a Citywide Electric Vehicle Infrastructure Strategy
- Launched Bike Parking Program
- Piloted Residential Travel Options Program
- Updated City Commute Trip Reduction Plan

Advancing Transportation-related Equity Goals

- Applying new prioritization criteria in the Transportation Improvement Program
- Creating an ADA Transition Plan
- Setting on-street ADA parking policy
- Implementing Multimodal Level of Service in the Comprehensive Plan

Questions / Discussion

Thank You

Thank you!

Kate Drennan, Transportation Planning Manager
kate.drennan@cityofvancouver.us

CITY OF Vancouver WASHINGTON

MEMORANDUM

DATE: May 12th, 2025

TO: Mayor and City Council

FROM: Lon Pluckhahn, City Manager

RE: Transportation System Plan Implementation Update

CC: Kate Drennan, Transportation Planning Manager, Community Development; Rebecca Kennedy, Deputy Director, Community Development; Ryan Lopossa, Transportation Manager, Public Works.

Background

In January 2024 City Council adopted the 2024 – 2044 Vancouver Transportation System Plan (TSP). The TSP is a guiding document that sets policy direction, outlines programs and projects, and prioritizes investments that advance safety, equity, and climate goals. The Plan is ambitious – presenting a vision of Vancouver where people of all ages and abilities can safely move through the City to go to work, school, and meet their daily needs using many different modes of travel. The TSP speaks to the integral role of land use in shaping travel patterns, and how our transportation system impacts our health, pocketbooks, and the natural environment.

This memo provides an update on the work staff has undertaken to begin advancing priority implementation items (p. 103) and other City initiatives to advance the guiding TSP principles of climate action and equity.

Priority Implementation Items

The TSP identifies four priority initiatives for the first two-years of work following adoption of the 20-year Plan. The initiatives speak to foundational elements that guide the design and function of our streets and demonstrate a commitment to safety.

Complete Corridors

The Complete Corridors priority task is to "create complete corridors that connect growth areas, support business, serve transit, and maximize safety'. The TSP definition focuses on the city's arterial network due to the density of major destinations, presence of transit, and directness of travel for users. Much of the City's staff time is focused on advancing this priority area through roadway projects slated for pavement work. The projects undergo transportation planning work focused on building out safe and accessible facilities for people on foot, bike, or using a small mobility device – and supporting transit speed and reliability on corridors where fixed-route or BRT investments exist or are planned.

The City currently has three transportation-planning led projects starting in 2025 (NE 72nd Avenue, NE 86th/ 97th, and NE 97th/ 98th), four projects in the civil design phase (St. Johns/ St. James, Upper Main Street, NE 112th Avenue, and McGillivray Blvd.), three in the construction phase (34th Street, Fourth Plain Blvd, and 29th/ 33rd), and one that will begin the data collection and evaluation phase in late summer/ early fall (Fort Vancouver Way/ Fourth Plain Blvd).

In addition to Complete Streets projects, five major Capital Projects are progressing to build out multimodal facilities on the corridors of SE 1st Street, NE 18th Street, NE 192nd, Jefferson/Kauffman, and Main Street. The projects are integral to building out complete corridors that connect people to major activity centers in alignment with TSP-established priority modal networks.

Leveraging Development

This priority area focuses on how the City will measure the impact of new development on the transportation system. When new development occurs, the City has three processes that are triggered: concurrency evaluation, traffic impact analysis, and the application of the traffic impact fee program. Together, these assess how new trips added to the system will be calculated and addressed through proportional fees and required improvements.

The TSP calls for a shift to a more multimodal approach in measuring concurrency (a measure of transportation system capacity to support development) that measures level of service for travel modes beyond just vehicles. The Growth Management Act also requires that Comprehensive Plans now include multimodal concurrency within the transportation element. Staff is currently drafting policy language to meet these requirements, including creating concurrency measures for pedestrians, bicycles/ small mobility users, and transit.

Staff is also engaged in work to update the transportation impact fee program to qualify projects that build infrastructure or fund programs to serve all types of trips on the network and meet concurrency on each of these modes. Finally, to ensure new and updated transportation infrastructure aligns with the standards adopted in the TSP, staff will soon begin updating the City's roadway standard details.

Vision Zero

Vision Zero is a policy based in a belief that serious injuries and deaths on our streets are preventable, and TSP calls for employing the safe-systems approach to reduce the number and severity of crashes on Vancouver streets. The safe systems approach relies on building in design redundancies to prevent crashes and apply safety "countermeasures" that address contributing factors to crashes on the roadway.

In late 2024, staff published an updated Local Road Safety Plan, a report that evaluates crashes on city streets with a focus on crashes that resulted in a fatality or severe injury. The Plan identifies the top ten intersections and roadway segments with the highest crash rates and which countermeasures would address factors contributing to the crashes. Staff uses this data to prioritize projects and treatments for capital and repaving projects.

Vancouver staff have also been involved in development of the Safety Action Plan for Clark County, led by the Southwest Washington Regional Transportation Council. This Plan follows the same safe system approach and selected three locations within Vancouver to further analyze as part of the plan: the intersection of NE Burton Road and NE 86th Avenue, the intersection of SE Mill Plain Boulevard and SE 164th Avenue, and the roadway segment of SE Mill Plain Boulevard between 157th and 172nd Avenues. Currently the City is supporting a regional application for grant funds to address high priority locations within the Plans, including one of the Vancouver sites.

The TSP calls on the City to develop a Citywide Safety Program that includes sets of tools and programs to address safety and quick build interventions to pilot treatments. Staff are currently investigating different crash data analytics tools to better understand crash hots spots, contributing factors and near-misses. Additionally, staff are considering the creation of a post-crash process that could include a quicker timeframe for review of crash reports, analysis of contributing factors and consideration of rapid intervention measures.

Finally, the City is working on implementing the most impactful tool of the safe systems approach: reducing roadway speeds. To implement updated street design guidance from the Transportation System Plan, staff is reducing speeds on major collectors and arterials as pavement work and other capital projects are constructed on them. Staff are also looking at implementing a citywide speed limit of 20mph for smaller, local roads.

Safe Routes to School

This priority item is focused on creating a City of Vancouver Safe Routes to Schools (SRTS) program. SRTS is a nationally funded program to encourage students and caregivers to walk, roll and bike to school along safe pathways. While the City has worked with Vancouver schools in the past to improve infrastructure and written and supported related grant applications, the City has not had a formal program.

Since TSP adoption, staff have been holding regular meetings with Vancouver and Evergreen School Districts to understand school needs, priorities, and capacity to engage with a program. Staff have also been in touch with regional bike education and encouragement program providers, and practitioners at other cities. These meetings have helped shaped the SRTS program charter goals and potential community partners.

On May 7th, City staff held their first official Safe Routes to Schools events by tabling at two elementary schools as part of National Bike and Walk to School Day. Staff were there to welcome kids who biked, walked or rolled to school with giveaway safety swag like reflective shoelaces, reflective stickers, and lights to help them be safe and seen. The next steps in the program are to create a broader set of educational materials and create an Action Plan to outline program tactics, tools, and processes. The City has received a Department of Commerce grant to aid in standing up this program.

Advancing Transportation Related Climate and Equity Goals

The TSP centers three guiding principles of safety, equity, and climate action. In addition to the initiatives outlined above, the City is advancing several other policies, projects and programs to achieve these goals.

Citywide Electric Vehicle Infrastructure Strategy

On-road vehicles are Vancouver's single largest source of greenhouse gas emissions contributing to climate change. Even as the City invests in more walkable neighborhoods and reduced driving overall, shifting gasoline and diesel-fueled vehicles to lower-carbon fuels like electricity was modeled as one of the most impactful and immediate actions we can take toward our 2040 climate goals. In that vein, the City is undertaking a Citywide Electric Vehicle Infrastructure Strategy to (1) define the role of the City in facilitating increased availability of publicly accessible EV chargers in Vancouver, (2) establishing a prioritization framework for interventions and map how those priorities apply across the city, and (3) set targets and assign ownership of actions and programs needed within the City to meet those goals. Council will receive an overview of this work at an upcoming workshop in June. This Strategy is being supported by a Department of Commerce Grant focused on actions that implement the State's Climate Commitment Act.

Bike and Small Mobility Parking Program

The Bicycle and Small Mobility Parking Program is a recommendation of the TSP to encourage more people to travel by active modes of transportation by providing secure and accessible parking. By providing end-of-trip facilities like bike parking, the City of Vancouver can support clean, affordable modes of travel, reduce congestion in high-traffic areas, and enable equitable access to community destinations. The small investment in adding bike racks at high-demand locations enables the success of larger-

scale investments like our multimodal roadway projects. The creation of this program was supported by a Department of Commerce Grant focused on a low-carbon acceleration strategy.

Residential Travel Options Pilot Program

The City recently completed a new travel options pilot program that offered community members who recently moved to a new location customized, geographically-specific transportation information and support, events, and rewards to encourage them to walk, bike, carpool, and take the bus more often. The pilot program was available in neighborhoods adjacent to the C-TRAN Fourth Plain and Mill Plain Vine routes. The program enrolled over 1,200 participants and distributed more than 1,200 Hop transit cards. The team held 11 events including three custom transit adventures to get people acquainted with how to navigate the system and ride the bus. The team is currently analyzing the outcomes from the pilot, but some early findings from participants who took travel surveys at the beginning and end of the program show positive results:

- 129 participants who completed both surveys showed a 5% decrease in driving alone and a 4% decrease in driving with a household member, along with an 8% increase in transit; and
- 32% of surveyed participants reported trying transit as a new transportation mode, while 27% tried walking; and
- the majority of respondents agreed that they now know more about alternative travel options, are more confident and motivated to use those options, and find those options are accessible and affordable. Most also believe that the City of Vancouver is making positive changes to support these options and that continuing programs like Get There would be valuable.

Commute Trip Reduction Plan

State law requires the City of Vancouver to implement a Commute Trip Reduction (CTR) program for large employers and adopt a 2025-2029 CTR Plan ("CTR Plan") outlining how the City and employers will meet the statewide goal of a sixty percent (60%) drive-alone rate by 2029. Staff have spent the past 9 months updating the previous CTR Plan, last adopted in 2015. The updated plan continues Vancouver's commitment to reducing drive-alone commute rips, providing education and incentives for employees to utilize other travel options. The CTR Plan will receive a public hearing at City Council on May 12th.

Equity Prioritization in the TIP

As an early TSP implementation item, the City updated its prioritization processes in the Transportation Improvement Program. The process has three buckets of considerations for scoring, grouped into phases: Phase 1 is 'where to invest, Phase 2 is 'when to invest', and Phase 3 is a correlation between the 'cost and benefit'. The criteria help sort projects into near-, medium- and long-term lists. In Phase 1, equity considerations include the Citywide Equity Index score, crash history and density of essential places at the project location.

ADA Transition Plan

In 2024, the City of Vancouver began the process of initiating a comprehensive self-evaluation of all policies, programs, and various facilities, parks, parking lots, and public rights-of-way to determine the extent to which individuals with disabilities may be restricted in their access to City of Vancouver programs and activities. This work is being facilitated by the City's ADA Coordinator, Jen Dugger Spalding. Upon completion of the evaluation, staff will partner with those in the Transportation Group in Public Works to develop a Transition Plan to address the barriers identified during the evaluation phase. Staff estimate that the City's first ADA Transition Plan will be published by the end of 2026.

On-Street ADA Parking Policy

A working group of staff from the City Manager's Office, Economic, Prosperity and Housing, Community Development, and Public Works is developing a policy around the location and availability of on-street ADA parking. While ADA parking requirements are triggered when private off-street parking is required as part of a development, no such requirements exist in regards to public on-street parking. In response to concerns about accessibility to businesses and recreation in busy commercial areas where adjacent parking may be limited, staff are developing policy to set-aside on-street space to ensure equitable access to these areas.

Next Steps

Staff will continue to advance the four prioritization areas and other projects, programs, and policies to deliver on the safety, equity and climate goals of the TSP. The City will also continue to aggressively pursues grant funding to support planning, design and construction of projects and implementation of programs.

Staff Contact:
Kate Drennan, Transportation Planning Manager, Community Development
Kate.Drennan@cityofvancouver.us, 360-487-7959

CITY OF Vancouver WASHINGTON

City Council Boards and Commissions Update

Lisa Brandl
Deputy City Manager

Tawny Maruhn
Senior Support Specialist
City Manager's Office

May 12, 2025

Boards and Commission Policy

Boards and Commission Proposed Policy Updates

- Updated with equitable and inclusive language
- Where authority exists to do so, align terms of service
- Defined process for interviewing applications
- Reappointment process clarification
- If approved at a subsequent Council meeting, will require subsequent modification to VMC where necessary

Engagement and Outreach Update

Boards and Commission Updates

- Streamlined 2025 annual schedule
- Tabling at Community Resource Fair on February 5th at FVRL
- Participated in the Civic Minds resource fair on January 30th
- Advertised openings in OON Newsletter
- Shared current openings with community partners via email
    - Upcoming- Tabling events, development of promotional video, launch of Board Application Portal, and increase social media presence

Impact…

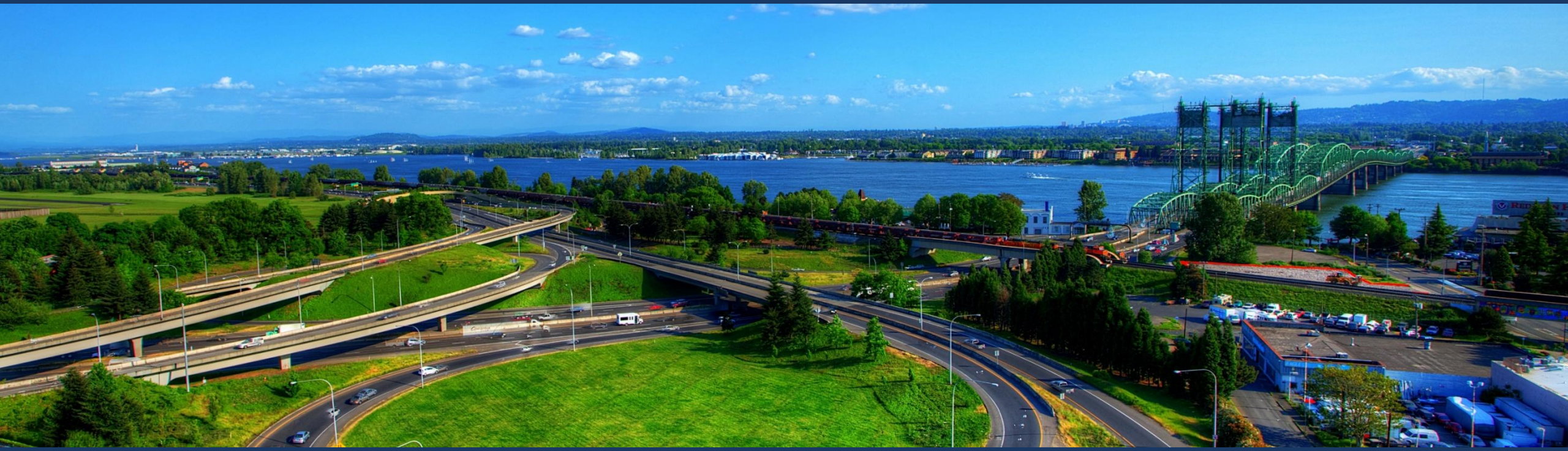
- 38 percent increase in January 2025 Culture, Arts and Heritage applications received, compared to January 2024 applications
- 36 percent increase in January 2025 VHA applications received, compared to January 2024 applications

Boards and Commissions Application Portal

- Mobile friendly
- Can customize questions for each board
- Dynamic integrations
  - Analytics
  - Streamlined process to review applications
  - Enhanced customer experience

Discussion and Questions

Thank you



CITY OF Vancouver WASHINGTON

MEMORANDUM

DATE: May 12, 2025

TO: City Council

FROM: Lisa Brandl, Deputy City Manager

RE: City Council Policy 100-06, Council Appointment of Community Members to Boards, Commissions, Advisory Committees and Work Groups

CC: Lon Pluckhahn

I. Introduction

The purpose of this memo is to summarize updates related to City Council Policy 100-06, Council Appointment of Community Members to Boards, Commissions, Advisory Committees and Work Groups that were brought up during the December 16, 2024 presentation.

II. Proposed Updates to Policy 100-06

- Updated policy with equitable and inclusive language.
- Where the authority exists to do so, align terms of service to four (4) years.
- After review by the board or commission chair and staff liaison, two applicants and an alternate will be forwarded to Council subcommittee interview panel from staff liaison and board/commission chair to be interviewed. Additionally, all submitted applications will also be shared with the subcommittee with the two applicants and alternate should the subcommittee want to consider other applicants for interview.
- Partial term language reinstated to clarify that appointment to a term of six (6) months or less is not considered a full term.
- Reappointment may be considered upon receipt of letter of continued interest by staff liaison and board/commission chair and review by Council subcommittee.
- Require subsequent modification to Vancouver Municipal Code where necessary to align to current appointment practices, which will come forward at a future Council agenda.

III. Other Updates

a. Youth – Youth age group clarified to be between the ages of 18 -25. Current youth seats on the Boards will convert when terms expire or are vacant, whichever occurs first.
b. Selection of age bracket is voluntary unless purposely applying for a vacant youth seat. A "prefer not to answer" selection has been added as an option for an applicant to voluntarily select.
c. The application includes a question where an applicant can select any other board or commission they are interested in serving on. When recruitment begins for any of these boards or commissions, they will be invited to apply via email and can also sign up for board recruitment email updates on our website.

IV. Validation of Boards and Commissions

a. A question was raised if the Council would like to validate the active Boards and Commissions. Active Boards and Commissions are available for Council review within the "clean" Council Policy 100-06 at their discretion on pages 11-12.

V. Staff Support Updates

a. Streamlined 2025 annual schedule
b. Attended Community resource fair on February 5th at Fort Vancouver Regional Library
c. Participated in Civic Minds resource fair on January 30th
d. Advertised openings in OON newsletter
e. Shared current openings with community partners via email
f. Upcoming: Resource fair attendances, promotional video creation, launch of Board online application portal, increased social media presence
g. Impacts: 38% year-over-year increase in January 2025 Culture, Arts and Heritage applications received from 2024; 36% year-over-year increase in January 2025 Vancouver Housing Authority applications received from 2024

POLICY AND PROCEDURE

CITY OF VANCOUVER WASHINGTON	INDEX Administrative/Council/City Manager			
Subject	**Number** 100-06	**Rev.** ~~FG~~	**Effective Date** ~~6/6/2022~~0 / /25	**Page 1 of 13**
Council Appointment of Community Members to Boards, Commissions, Advisory Committees and ~~Task Forces~~ Work Groups	**Supersedes** ~~12/13/2021~~0~~6/06/22~~	**Prepared by:**	**Approved by:** Anne McEnerny-Ogle	

1.0 Purpose

The purpose of this policy is to establish policies, using equitable guidance, for ~~policies and procedures for~~guiding ~~the selection~~ appointment of community members to serve on city boards, commissions, advisory committees and ~~task forces~~work groups.

2.0 Organizations Affected

All boards, commissions, ~~and~~ advisory committees and work groups.~~.~~

3.0 References

Resolution No. M-1751, March 25, 1974
Resolution No. M-2386, February 2, 1984
Memorandum to Mayor and City Council, April 15, 1998
Resolution No. M-3179, June 15, 1999
Resolution No. M-3254, November 22, 1999
Resolution No. M-3298, July 3, 2000
Resolution No. M-3347, June 25, 2001
Resolution No. M-3460, July 12, 2004
Resolution No. M-3607, April 16, 2007
Resolution No. M-3730, January 3, 2011
Resolution No. M-3980, September 24, 2018
Resolution No. M-4157, December 13, 2021
Resolution No. M-4172, June 6, 2022
Resolution No. M- , , 2025

4.0 Declaration of Policy

The City of Vancouver's boards, commissions, committees and ~~task forces~~, work groups provide an invaluable service to the City. Their advice on a variety of subjects aids the

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Mayor and Councilmembers in the decision making- process. Effective community member participation is an invaluable tool for local government.

City regulatory and advisory bodies provide an opportunity for community members who want to participate in public service to be involved in governmental boards, commissions, committees and task forces. These bodies can also serve as a training ground or stepping-stone for qualified persons who are interested in seeking public office.

4.1 Authority

The City Council of the City of Vancouver is specifically empowered by state law, City Charter, and ordinance to fill by appointment all boards and commissions established by such state law, charter or ordinance, or such other advisory boards or commissions as the Council deems necessary or advisable. In the exercise of this power, it is the desire of the City Council to establish an equitable and consistent policy in its decision-making role to fairly select community members who desire to serve on boards or commissions. To this end, this policy has been created, and it shall remain in effect until such time as the City Council desires to amend or modify it in part or revoke it in whole.

The City Manager is responsible for the oversight and administration of the process by which the advisory boards and commissions program is managed. The City Manager shall assign primary coordination of the Boards and Commissions program to a staff member within the City Manager's Office, who shall conduct annual community outreach and recruitment activities for all forecasted board, commission, committee, or ~~task force~~work group vacancies.

4.2 Term Limits

Terms for all advisory bodies are for a period of four (4) years. Unless superseded by regulatory provisions or legal authority ~~a.A~~ppointees to City advisory bodies ~~serving in a three (3) year term may be reappointed twice for a maximum of three (3) terms.~~

~~Appointees serving in a four (4), five (5), or six (6) year term~~ may be reappointed once for a maximum of two (2) terms. The City Manager's staff shall establish procedures for reappointment requests in alignment with the full annual recruitment process.

Appointments to an unexpired term ~~of less than half the length of the full term, up to two (2) years,~~ shall not be considered as a full term in these criteria. ~~Appointments for any length over this shall be considered a full term.~~

~~If a candidate is selected to fill the remainder of an unexpired term of six (6) months or less, their appointment shall be for the unexpired term plus the next full term.~~

~~Specific boards and commissions may have different term lengths and term limits that are exceptions to the general rule above.~~

Definitions

5.1 Public Development Authority/ Public Corporation

A public development authority is an independent legal entity established pursuant to state statute (RCW 35.21.730 - .755) to administer and execute federal grants or programs and to receive and administer other public and private funds in order to accomplish a public purpose. Authorities include the Downtown Redevelopment Authority and the City Center Redevelopment Authority.

5.2 Board

A semi-autonomous body established pursuant to federal or state statute or authority or city ordinance. Actions of a board are usually appealable to designated courts of law. Boards related to city affairs include, Building - Fire Codes Board of Appeals, Vancouver Public Facilities District Board, Vancouver Housing Authority Board, Fort Vancouver Regional Library District Board, and Clark County Mosquito Control District Board of Trustees.

5.3 Commission

A body established by city ordinance to study and recommend action to the City Council. Authority of commissions is delegated from Council or, in the case of telecommunications and solid waste, in conjunction with the County Commissioners. With the exception of the Civil Service Commission, some actions of commissioners are appealed directly to City Council. Commissions established by city ordinances include: City/County Telecommunications Commission, Cultural Commission, Civil Service Commission, Parks and Recreation Commission, Planning Commission, Private For-Hire Transportation Commission, Salary Review Commission, and Urban Forestry Commission.

5.4 Committee

A body appointed by Council with a specified task or function. Committee action ordinarily will be subjected to review and/or appeal to City Council or to a commission established by Council. City of Vancouver committees include the Aviation Advisory Committee, Charter Review Committee, Lodging Tax Advisory Committee, Parking Advisory Committee, Port of Portland Citizen Noise Advisory Committee, and the Design Review Committee.

5.5 Ad Hoc Work Group

A body appointed by Council to study or work on a particular subject or problem. A task force will cease to exist upon completion of its charge as given by the Council. Examples of previously appointed task force bodies are the Water/Sewer Rate Task Force and the Cruising Task Force.

Formation and Dissolution of Committees

6.1 Establishment

These advisory bodies originate from different sources. Some are established by ordinance while others are established by motion of the City Council. It is at the discretion of the Council as to whether or not any advisory body should be established by ordinance. See Section 16.0 for the current list of City Advisory Committees.

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6.2 Statement of Purpose and Function

Every advisory body, when it is formed, will have a specific statement of purpose and function, which will be re-examined periodically by City Council to determine its effectiveness. This statement of purpose is made available to all community members when they are appointed.

6.3 Size

The size of each advisory group is determined by City Council and the size is related to its duties and responsibilities.

6.4 Periodic Review

Every four years, established boards, commissions and committees will be evaluated on a regular cycle by the City Manager in consultation with the Mayor and Mayor Pro Tem. The schedule of review of each body will be staggered in a rational manner to prevent all bodies from being under review simultaneously. Review will examine the bodies' purpose and compliance with their respective bylaws, Vancouver Municipal Code, Council policy, and other pertinent governing documents and legislation. The system of evaluation will be determined by the City Manager in consultation with the Mayor and Mayor Pro Tem. The City Manager shall prepare a report to the Council summarizing the review, including any recommended actions.

Upon Council direction, such evaluation of an individual board, commission, or committee may take place outside of the regular four-year cycle if the Council deems it necessary to do so.

6.5 Dissolution

City Council may dissolve any advisory body that, in their opinion, is no longer necessary to the work of the city, is not functioning as intended or for any other reason.

~~4.3~~7.0 Initial Appointment Criteria

Every Board, Commission, Advisory Committee and Task Force formed by the City is an opportunity to build credibility and trust with community ~~stakeholders~~members. Accountability in these structures is a foundational element of equitable engagement. To this end, it shall be the policy of the City Council to evaluate each applicant for appointment on an objective basis, utilizing the following criteria:

~~Diversity~~, Equity and Inclusion (~~D~~EI) – In the context of appointing community members to City Boards, Commissions, Advisory Committees, and ~~Task Forces~~ Work Groups, the City's commitment to ~~DEI~~ advancing equity and inclusion is as follows:

~~a) Diversity – The makeup of committees convened by the City should reflect the demographic diversity of the city across race/ethnicity, gender, socioeconomic status, geography and areas of expertise. When conducting outreach to solicit interest from the community as prospective committee members, the City should specifically focus on communities that have historically been excluded from public decision-making processes. These include "underserved communities" which can be defined in many ways, but typically include populations that have experienced systemic and institutional barriers resulting in disparate outcomes (in health, education, housing, employment, etc.). These populations may include communities of color, LGBTQ+ communities, low-income communities, people with disabilities, and those who are unhoused.~~

Demographic Diversity – The committees convened by the City should reflect the city's current demographic diversity, including, but not limited to, race, ethnicity, gender, socioeconomic status, age, disability, geography, and lived experiences.

When conducting outreach to solicit interest from the community as prospective committee members, the City should specifically focus on communities currently and historically excluded from public decision-making processes. These include "underrecognized and underrepresented communities," which the City defines as populations that have been marginalized and are experiencing systemic and institutional barriers resulting in disparate outcomes (in health, education, housing, employment, etc.). These populations consist of, but are not limited to, communities of color, youth, immigrants and refugees, disabled, low-income, lesbian, gay, bisexual, transgender, and queer communities, and those who are unhoused.

~~b) Equity – Broadly, equity can be defined by concepts of fairness or justice in the way people are treated. It ensures that all communities have the resources and support they need to reach their full potential. In the context of stakeholder involvement, equitable approaches center the voices of those most impacted, identify and analyze the unique needs of specific populations in relationship to an issue or decision, and ensure that identity (e.g., race or ethnicity) is not a predictor of outcomes.~~

Equity – The City defines equity as ensuring that all individuals are treated fairly and have equal access to opportunities and advancement without facing barriers. This principle recognizes that some groups may have been historically underrepresented or underrecognized, and therefore, fairness in addressing these imbalanced conditions is necessary to provide equal opportunities to all groups.

In the context of community involvement, equitable approaches center the voices of those most impacted, identify and analyze the unique needs of specific populations in relationship to an issue or decision, and ensure that identity (e.g., race or ethnicity) is not a predictor of outcomes.

~~c) Inclusion – The City strives to ensure that all members of our community are afforded opportunities to participate in decisions about programs, activities, and services that may affect them. Inclusion ensures that the public can influence decisions, that their concerns will be considered throughout processes, and that decision-makers intentionally seek out and facilitate the involvement of those most negatively impacted by disparities in outcomes and decisions.~~

Inclusion and Access – The City strives to ensure that all community members can be a part of decisions regarding programs, activities, and services that may affect them. Inclusion grants the public opportunities to impact decisions, and their concerns will be considered. Decision-makers intentionally search for and facilitate the involvement of those most negatively affected by disparities in outcomes and decisions.

Residency - Appointments to certain boards and commissions must, by state law or local ordinance, be limited to residents of the City of Vancouver. It is preferable that all appointments be filled by city residents. However, persons living outside the City of Vancouver may be considered and appointed to positions not legally restricted to city residents when determined appropriate by the Council.

City Employment – City employees will not be appointed to City boards, committees, commissions, and work groups, but they may apply and be considered appointment to non-City bodies. The City Council may choose to nominate a City staff member to serve as the City representative on Clark County Advisory Commissions.

Contributive Potential – City Council shall evaluate the potential contribution that each applicant may make if appointed to a board or commission. Factors to guide Council in its evaluation of this could include evaluation of an applicant's

a) Commitment to advancing City Council goals of equity, resilience, and community safety in relevant decision-making processes.

b) Ability to develop and form decisions based on factual information and decision-making criteria in addition to an ability to express ideas, concepts or philosophies.

c) Lived experience in the community and/or history of service on other boards, commissions, advisory committees, task forces, committees, or informal community involvement. A highly prioritized applicant may describe expertise and involvement with formal structures, like Parent Teacher Associations, neighborhood or business associations, or history with volunteering, for example, in their faith community. There are also trusted community members who may be sources of connection because they support other needs in community, including community-based childcare systems, coach their children's teams, or engage in activism around community-identified issues.

d) Ability to apply personal and professional knowledge, experiences, skills, perspectives and values for the benefit of the broader community. (A successful applicant may describe formal education or professional experience that demonstrate expertise. Applicants may also describe "informal" experiences, including social and environmental backgrounds that also demonstrate important skills and expertise. For example, houseless or formerly unhoused people may bring both the expertise from understanding the experiences and challenges of these populations, but also the ingenuity, creativity, perseverance, and social skills necessary day to day.

e) Ability to help the City connect with diverse community voices. Communities connect and stay connected in many ways, and looking for both traditional examples, like volunteer management, leadership in faith communities, or outreach and organizing experience (with a community-based organization, or around a particular issue of concern) may demonstrate existing relationships beneficial to ensuring the committee is reaching many audiences. For many communities, connections also occur outside of these structures and activities as well, including in spaces like multifamily housing where resources may be shared, or the barbershop or hair salon, or coffee shop where community comes together. This may also include communities where elders serve as vital connections.

f) Understanding of, and appreciation for, the responsibility of participating on a public board and the transparency and public nature of deliberation and decision-making that this requires. Applicants should demonstrate a commitment to operating within the scope of assigned Board, Commission, Advisory Committee or Work Group.

g) Commitment to inclusive and thoughtful behavior in all interactions with other Commissioners, applicants, community members and City staff.

h) Commitment to an open process that includes the many voices that are part of our community, and incorporates community participation and community engagement.

i) Ability to take a long-term view and consider individual projects and policy decisions in the context of how they contribute to the City's overall growth and development over a 20-50 year time horizon.

j) Ability to consider different perspectives on an issue and balance multiple perspectives when developing a recommendation.

k) Commitment to environmental stewardship that honors and reflects the history of the land, water, air and natural world upon which we exist and depend.

Time Available to Serve – Individuals applying to serve on boards, commissions, advisory committees and work groups must have a willingness to commit to regular and consistent attendance and participation at meetings throughout assigned term of appointment. It is requested that applicants consider their capacity when applying. Applicants are invited to raise any questions or concerns regarding accessibility, scheduling or accommodations during the recruitment process.

Diverse Sectional Composition – Maintaining a diverse balance of community representation is recognized as a desirable goal in the appointment of community members to boards, commissions, advisory committees and work groups when applicable. Specifically, diversity of knowledge, experiences, skills, perspectives and values that enhance the level of representative perspectives included on the applicable Board, Commission, Advisory Committee or Work Group. This may include a variety of characteristics and experiences, including: diversity in demographic and socioeconomic characteristics; diversity of housing tenure experiences (rental, homeownership, houselessness, etc.); diversity in length of time living in the region and city/region/country of origin; diversity of educational and professional experience; diversity in geographic location where members live and work around the City and region; diversity of primary mode of transportation; and/or diversity in volunteer and philanthropic affiliations.

In order to maximize participation across multiple spectrums of the community, a~~A~~ppointees to community member boards, commissions, committees and task forces ~~should~~ serve on only one committee, unless qualified applicants cannot be identified or other special circumstances are identified.

~~4.~~4~~8~~.0 Reappointment

Incumbents who wish to be reappointed and who are eligible for reappointment in accordance with the provisions of section 4.2 shall provide a Letter of Continued Interest to the ~~Mayor's Office~~staff liaison and chair of that board of commission within 60 days prior to the expiration of their term. There is not a vested right to reappointment for any position.

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The board or commission Staff Liaison and Chair will provide an overview of the prior service for any incumbent seeking reappointment. This memo will accompany the incumbent's Letter of Continued interest and include the following information:

a) Regularity of attendance.
b) Understanding of committee or commission function.
c) Effectiveness.
d) Demonstrated contribution during past term of office on issues, programs, policies, etc., of the advisory board, committee or commission.
e) Number of terms served.

~~Once a Letter of Continued Interest has been received and City staff has determined the incumbent seeking reappointment is eligible to continue service, the position will be advertised as a position whose incumbent member is seeking reappointment and in accordance with Section 4.5. Incumbents seeking reappointment will be interviewed by the Council interview committee, along with any other eligible candidates who submit applications during the open recruiting process in accordance with section 4.5.~~ The final decision to appoint an incumbent is at the subcommittee's discretion. If the incumbent is not selected for reappointment, then staff will open the seat for recruitment through the appointment process outlined in section 9.0.

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~~4.5 Recruitment and Appointment Timeline~~

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~~4.5.1 Determination of Vacancy and Future Needs~~

~~At such time as a vacancy occurs in a city board, commission, committee, or task force or 90 days prior to the expiration of a term of office, it shall be the policy of the City to:~~

~~a) Determine whether an incumbent member is interested in and eligible for reappointment in accordance with the provisions of Section 4.5 Term Limits. If so, City staff will request a Letter of Continued Interest from the applicant.~~

~~b) City Staff will coordinate with the applicable Chair to summarize the current composition of the board, commission, committee, or task force, outlining attributes and characteristics for both current Commissions as well as future applicants. Questions will be posed to existing members as needed. City Staff will develop a community profile report summarizing applicable attributes of current board, commission, committee or task force members and offering recommendations regarding the types of additional perspectives that may best achieve a diverse set of voices and lived experiences.~~

~~c) City Staff will develop a communications plan for each new recruitment to provide outreach to existing members, applicants from previous processes, and targeted conversations with historically underrepresented community~~

~~members. City Staff will also develop recruitment language and questions and conduct targeted outreach to community members to encourage bringing their voice and perspective to the board, commission, committee or task force.~~

~~**4.5.2 Announcement of Position Recruitment**~~

~~60 days prior to the expiration of a term, staff in the City Manager's Office will:~~

~~a) Schedule a tentative consent item on a future Council meeting agenda for appointment or reappointment for the subject recruitment;~~
~~b) Accept a Letter of Continued Interest from incumbent, if applicable;~~
~~c) Contact the Council subcommittee assigned to reviewing the subject recruitment to provide information pertinent to the recruitment and schedule a tentative date for the subcommittee to conduct candidate interviews;~~
~~d) Establish a 30-day minimum filing period and publicly announce recruitment for the position by news release and other City communication methods;~~
~~e) Notify applicants who have expressed an interest in being considered for the subject board or committee and who have valid applications (less than one year old) of the upcoming recruitment.~~

~~Subject to section 4.3, any interested community member who is not at that time a member of that board or commission may submit an application and resume for consideration of appointment during the announced application filing period. Applications will remain active for one year from the date received by the City Manager's Office.~~

~~4.5.3~~ **4.59.0 Assessment of Applicant Pool and Recommendation for Appointment**

Following an annual application period, the Mayor and City Council Committees, assigned per Council Policy 100-33, shall be responsible for evaluating candidates and forwarding recommendations for appointment to fill forecasted vacancies and/or reappointment requests on advisory boards, committees, commissions and task forces.

After review of an applicant pool for a board or commission, the staff liaison and chair will forward two (2) applicants and an alternate for interview to city manager staff. City manager staff will then forward the two applicants and alternate as well as all the applications submitted to the subcommittee. If after five (5) business days no request has been sent from a subcommittee member to interview additional applications to city manager staff other than the final two applicants and alternate, city manager staff will schedule the final two applicants and alternate for interview by the subcommittee.

Upon conclusion of such evaluation, the Council subcommittee members will notify the City Manager's staff as to which candidate(s) they wish to recommend to the full Council for appointment and/or reappointment.

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Unless specified in Section ~~4.5.1~~9.1, the City Council Subcommittees are responsible for the evaluation and appointment recommendations for all advisory boards, committees, commissions, and task forces. Ad hoc committees formed to focus on shorter-term issues, such as the Strategic Plan, shall be appointed by the City Manager.

~~4.5.1~~9.1 Mayoral Authority in Evaluating Candidates and Making Appointments

The Mayor shall evaluate and directly appoint members to the following bodies:

- Vancouver Housing Authority (per RCW 35.82.040
- Civil Service Commission (per VMC 2.57.010)

Subject to City Council final approval, the Mayor shall evaluate and appoint members to the following bodies:

- Charter Review Committee (per City Charter Section 11.17)
- ~~City/County Telecommunications Commission (per VMC 5.19.300)~~
- Parks and Recreation Advisory Committee (per VMC 2.16.010; City Charter Section 8.05)
- ~~Planning Commission (per VMC 20.220.010)~~
- Salary Review Commission (per City Charter Section 2.18)
- ~~Transportation and Mobility Commission (per VMC 11.75.020)~~

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~~30 days prior to the expiration of a term, and upon closure of the application filing period, staff in the City Manager's Office will:~~

~~a) Confirm the date of the Council meeting agenda on which the subject appointment or reappointment will appear;~~
~~b) Request from the subject board or commission Staff Liaison a Status Summary Memo to be provided as reference for the Council subcommittee assigned to evaluate candidates. Such memo should not include specific recommendations from the staff member but should rather include general information pertaining to the board or commission's work over the past year, the current environment, future goals, and other general information as appropriate;~~
~~c) Assess the applicant pool and advance the process as follows:~~
~~a. If no qualified applications have been received, the recruitment will be reposted for an additional 30 days;~~
~~b. If 10 or fewer qualified applications have been received, all applications and Letters of Continued Interest will be provided to the assigned Council subcommittee, and all applicants and incumbents (if applicable) will be scheduled for interviews;~~
~~c. If 10 or more qualified applications have been received, all applications and Letters of Continued Interest will be provided to the assigned Council subcommittee, and the Council subcommittee will collectively review applicants and identify candidates to be interviewed. All incumbents and~~

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the candidates identified by the Council subcommittee will be scheduled for interviews.

4.5.4 Confirmation of Interview Process

Three weeks prior to expiration of term, staff in the City Manager's Office will:

a) Confirm with the Council subcommittee members if they would like to meet with the subject board or commission Staff Liaison prior to candidate interviews, and if so, schedule such meeting immediately prior to the first candidate interview;
b) Finalize the interview date and block of time with the Council subcommittee;
c) Schedule interviews with candidates selected in accordance with the provisions of Section 4.5.3.
   a. In person interviews are preferred, but interviews via available audio or video conferencing technology are acceptable and may be scheduled when a candidate is unable to come in person.
   b. Applicants unable to accommodate an interview on the scheduled date and time will not be considered for the current position, but such applicants will be notified of future board and commission openings for up to one year from the application submission date.

4.5.5 Distribution of Recruitment Packet

Two weeks prior to expiration of term, staff in the City Manager's Office will distribute the recruitment packet to the Council subcommittee evaluating candidates via email. Such packet will include the following:

- Interview schedule
- News release
- Status summary from board or commission staff member
- Current board or commission roster
- Individual applications of those candidates scheduled for interview and any Letter(s) of Continued Interest, if applicable

4.6 Interview and Selection

In accordance with Section 4.5.3, all candidates will be interviewed by the Council subcommittee assigned to the subject recruitment unless an exceptionally large number of applications is received and the committee decides, after screening the applications, to interview a smaller number of applicants. If insufficient applications are received, the committee may decide to re-open the application period.

~~The Council subcommittee will conduct interviews at City Hall during the timeframe previously scheduled by staff in the City Manager's Office. Council subcommittee members will conduct individual interviews and utilize a standard list of interview questions and a Rater Panel Notes template to capture relevant information.~~

~~In general, candidates will not be given numerical ratings, but members of City Council subcommittees may take notes and reflect on applicants' contributive potential as described within Section 4.3 of this City Council Policy. Notes should list strengths and weaknesses to the best ability possible; notes may be disclosed in accordance with a public records request in accordance with applicable law. Interviewers should refrain from engaging in any analysis that is based on a protected class. For example, an applicant should not be prioritized simply because of their race or ethnicity (even if the applicant is a member of a historically underrepresented community), but such a candidate may be better situated than other applicants to contribute to the work ahead based upon their specific, demonstrated knowledge and experience. It is permissible to base selection decisions on the *knowledge and experience of applicants* – particularly where that knowledge and experience assists the City in understanding the needs of our community.~~

~~Upon conclusion of all interviews, the Council subcommittee will deliberate and complete an Interview Outcome Form, which will be provided to the City Manager's staff along with all interview notes for recordkeeping purposes.~~

~~Upon conclusion of all interviews, the Council subcommittee members will notify the City Manager's staff as to which candidate(s) they wish to recommend to the full Council for appointment and/or reappointment~~

~~4.7~~9.2 Council Appointment

Council subcommittee recommendations are brought forward for consideration by the full City Council at a Council meeting. The appointment or reappointment will appear on the Council's Consent Agenda for the scheduled meeting date.

~~Upon recommendation of the Council subcommittee evaluating the subject recruitment, the City Manager's staff will prepare an appointment memo to be included in the advance packet provided to the full City Council for the scheduled Council meeting date.~~

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Members of all boards and commissions subject to Council approval will be appointed by a majority vote of the Council.

~~4.8~~9.3 Notification of Council Decision

Each applicant and relevant Staff Liaison(s) shall be notified ~~by email~~ of the decision of the Council within three (3) business days of the Council action on the proposed appointment(s) at a Council meeting.

~~The appointed applicant shall be provided information regarding next steps. A confirmation letter from the Mayor will be sent to the appointment applicant.~~

~~Applicants who were interviewed but not appointed will be notified via email and provided information regarding any upcoming potential opportunities to serve. A letter from the Mayor will also be sent.~~

~~The City Manager's Office will also notify the Staff Liaison assigned to support the subject advisory board, committee or commission of the Council decision.~~

~~4.9~~9.4 Records

~~The City Manager's Office shall maintain records of persons who have applied for a vacancy on a given board, commission or committee for one (1) year after each filing period. If another appointment shall become available within that year, all such applicants shall be notified thereof by mail so that such persons can file for such new appointment.~~

The City Manager's Office ~~shall collect and maintain Council subcommittee interview notes, including all Interview Outcome Forms completed upon conclusion of subcommittee deliberations.~~shall maintain all records associated with advisory board and commission recruitments and appointments in accordance with the Public Records Act and related retention requirements.

~~4.10~~9.5 Recognition

The Mayor will send a certificate of appreciation and letter of thanks to each member of a board or commission upon the completion of a term.

5.0 ~~Definitions~~

~~5.1 Public Development Authority/ Public Corporation~~

~~A public development authority is an independent legal entity established pursuant to state statute (RCW 35.21.730 – .755) to administer and execute federal grants or programs and to receive and administer other public and private funds in order to accomplish a public purpose. Authorities include the Downtown Redevelopment Authority and the City Center Redevelopment Authority.~~

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~~5.2 Board~~

~~A semi-autonomous body established pursuant to federal or state statute or authority or city ordinance. Actions of a board are usually appealable to designated courts of law. Boards related to city affairs include, Building – Fire Codes Board of Appeals, Vancouver Public Facilities District Board, Vancouver Housing Authority Board, Fort Vancouver Regional Library District Board, and Clark County Mosquito Control District Board of Trustees.~~

~~5.3 Commission~~

~~A body established by city ordinance to study and recommend action to the City Council. Authority of commissions is delegated from Council or, in the case of telecommunications and solid waste, in conjunction with the County Commissioners. With the exception of the Civil Service Commission, some actions of commissioners are appealed directly to City Council. Commissions established by city ordinances include: City/County Telecommunications Commission, Cultural Commission, Civil Service Commission, Parks and Recreation Commission, Planning Commission, Private For-Hire Transportation Commission, Salary Review Commission, and Urban Forestry Commission.~~

~~5.4 Committee~~

~~A body appointed by Council with a specified task or function. Committee action ordinarily will be subjected to review and/or appeal to City Council or to a commission established by Council. City of Vancouver committees include the Aviation Advisory Committee, Charter Review Committee, Lodging Tax Advisory Committee, Parking Advisory Committee, Port of Portland Citizen Noise Advisory Committee, and the Design Review Committee.~~

~~5.5 Ad Hoc Task Force~~

~~A body appointed by Council to study or work on a particular subject or problem. A task force will cease to exist upon completion of its charge as given by the Council. Examples of previously appointed task force bodies are the Water/Sewer Rate Task Force and the Cruising Task Force.~~

6.0 ~~Formation and Dissolution of Committees~~

~~6.1 Establishment~~

~~These advisory bodies originate from different sources. Some are established by ordinance while others are established by motion of the City Council. It is at the discretion of the Council as to whether or not any advisory body should be established by ordinance. See Section 16.0 for the current list of City Advisory Committees.~~

~~6.2 Statement of Purpose and Function~~

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~~Every advisory body, when it is formed, will have a specific statement of purpose and function, which will be re-examined periodically by City Council to determine its effectiveness. This statement of purpose is made available to all community members when they are appointed.~~

~~6.3 Size~~

~~The size of each advisory group is determined by City Council and the size is related to its duties and responsibilities.~~

~~6.4 Periodic Review~~

~~Every four years, established boards, commissions and committees will be evaluated on a regular cycle by the City Manager in consultation with the Mayor and Mayor Pro Tem. The schedule of review of each body will be staggered in a rational manner to prevent all bodies from being under review simultaneously. Review will examine the bodies' purpose and compliance with their respective bylaws, Vancouver Municipal Code, Council policy, and other pertinent governing documents and legislation. The system of evaluation will be determined by the City Manager in consultation with the Mayor and Mayor Pro Tem. The City Manager shall prepare a report to the Council summarizing the review, including any recommended actions.~~

~~Upon Council direction, such evaluation of an individual board, commission, or committee may take place outside of the regular four-year cycle if the Council deems it necessary to do so.~~

~~6.5 Dissolution~~

~~City Council may dissolve any advisory body that, in their opinion, is no longer necessary to the work of the city, is not functioning as intended or for any other reason.~~

~~7.0 Mayoral Authority in Evaluating Candidates and Making Appointments~~

~~7.1 Vancouver Housing Authority Board of Directors~~

~~The Mayor shall evaluate, interview and appoint members to the Vancouver Housing Authority (VHA) Board of Commissioners, in accordance with and as directed by RCW 35.82.040.~~

~~7.2 Charter Review Committee and Salary Review Commission~~

~~The Mayor shall appoint members to the Charter Review Committee (City Charter Section 11.17) and the Salary Review Commission (City Charter Section 2.18), subject to City Council confirmation. The Mayor has discretion as to the process by which candidates for these bodies are evaluated prior to Council confirmation.~~

~~8.0 City Council Authority in Evaluating Candidates for Appointment~~

~~The Mayor, with the concurrence of Council, shall appoint two subcommittees consisting of three Councilmembers each to review, interview and recommend appointments to all boards and commissions, except as provided for under Section 7.0.~~

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~~The Council Committee assignments will be reviewed following the change of Councilmembers based on elections or appointments or at the beginning of the calendar year and in accordance with Council Policy 100-33. The Council Committee will be chaired by the most senior Councilmember, unless the most senior Councilmember chooses not to chair the subcommittee. In this event, the subcommittee will select an alternative Councilmember to serve as chair.~~

~~9.0~~10.0 Council Concerns about Recommendations

Councilmembers should raise any concerns about any recommendation with the Mayor prior to the City Council meeting that is scheduled for the approval of the appointment.

~~10.0 Appointment of Members~~

~~Appointees to community member boards, commissions, committees and task forces should serve on only one committee, unless qualified applicants cannot be identified or other special circumstances are identified.~~

~~Members of all advisory bodies are appointed by a majority vote of the Council during a regularly scheduled meeting.~~

11.0 Removal of Members

Council may terminate any Council-confirmed appointment prior to the expiration of that member's term of office by a majority vote of the City Council if the Council finds cause for removal, unless otherwise provided for in governing bylaws, and city, state or federal law applicable to the City board, commission, advisory committee, or work group at issue.

12.0 Overlapping Terms Intended

Lengths of terms vary from one advisory body to another, but in all cases, overlapping terms are intended. On special work task forces, where a specific project is the purpose, there need not be terms of office.

13.0 Committee Operation

City Council expects new members will be oriented to the roles and responsibilities of their appointment.

14.0 Yearly Report to City Council

Each Committee should make a report to City Council each year. This report need not be presented in person.

15.0 Lobbying Efforts Consistent with City Policy

Lobbying efforts by any advisory bodies on legislative or political matters should first be checked for consistency with existing City policy by contacting the City Manager's office. In the event a position is taken that differs from that of the City's policy, an advisory body acting as an official body of the City of Vancouver cannot represent that position before another body, i.e., the State Legislature or the Clark County Board of Commissioners. An individual member is free to voice a position, oral or written, on any issue as long as it is made clear that they are not speaking as a representative of the City of Vancouver, or as a member of their commission, committee or task force.

ATTACHMENT A
CITY OF VANCOUVER BOARDS, COMMISSIONS, ADVISORY COMMITTEES AND WORK GROUPS

~~Current Boards, Committees, Commissions and Task Forces~~

Body	Appointing Authority	Governing Legislation
Aviation Advisory Committee	City Council	VMC 10.05.040
Building & Fire Code Commission	City Council	VMC 17.08.040
City Center Redevelopment Authority Board of Directors	City Council	VMC 2.71.080
Charter Review Committee	Mayor, with City Council approval	City Charter Section 11.17
Civil Service Commission	Mayor	VMC 2.57.010
Clark County Arts Commission (1 seat)	Clark County Council upon nomination by City Council	Clark County Resolution # 2010-03-07
Clark County Historic Preservation Commission (2 seats)	City Council	VMC 20.220.050; Clark County Ordinance 40.250.030
Clark County Mosquito Control Board of Trustees (1 seat)	Clark County Council upon nomination by City Council	RCW 17.28.110
Clark County Public Health Advisory Council (1 seat)	Clark County Board of Health upon nomination by Council	RCW 70.46.140
Culture, Arts and Heritage Commission	City Council	VMC 2.88
Downtown Redevelopment Authority Board of Directors	City Council	VMC 2.73.010
Fort Vancouver Regional Library Board of Trustees	Clark, Skamania and Klickitat county Councils upon nomination by City Council	RCW 27.12.190; Charter Section 8.06
Lodging Tax Advisory Committee	City Council	RCW 67.28.1817
Parking Advisory Committee	City Council	VMC 2.63.020
Parks and Recreation Advisory Commission	Mayor, with City Council approval	VMC 2.16.010; Charter 8.05
PDX Citizen Noise Advisory Committee	City Council	Port of Portland Port Executive Director
Planning Commission	Mayor, with City Council approval	VMC 20.220.010; Charter 8.02
Public Facilities District Board of Directors	City Council	RCW 35.57.010
Salary Review Commission	Mayor, with City Council approval	City Charter Section 2.18
(City/County) Telecommunications Commission	Mayor, with City Council approval	VMC 5.19.300

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Transportation and Mobility Commission	Mayor, with City Council approval	VMC 11.75
Urban Forestry Commission	City Council	VMC 12.02.010
Vancouver Housing Authority Board of Commissioners	Mayor	RCW 35.82.040; Charter Section 8.04

~~16.0~~

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~~16.1 Appointments Made by Council~~

~~Council appointments are subject to the provisions of Section 8.0.~~

	~~Term~~	~~Governing Legislation~~
~~Aviation Advisory Committee~~	~~3 years~~	~~VMC 10.05.020; Resolution M-545~~
~~Building Fire Code Commission~~	~~6 years~~	~~VMC 17.08.040~~
~~City/County Telecommunications Commission~~	~~3 years~~	~~VMC 5.19.300(a)~~
~~Lodging Tax Advisory Committee~~	~~2 years~~	~~RCW 67.28.1817~~
~~Civil Service Commission~~	~~6 years~~	~~VMC 2.57.010~~
~~City Center Redevelopment Authority Board~~	~~4 years~~	~~VMC 2.71.010~~
~~Cultural Commission (inactive)~~	~~3 years~~	~~VMC 2.88.010~~
~~Downtown Redevelopment Authority Board~~	~~4 years~~	~~VMC 2.73.080~~
~~Parking Advisory Committee~~	~~4 years~~	~~VMC Section 2.63~~
~~Parks and Recreation Advisory Commission~~	~~3 years~~	~~VMC 2.16.020 Vancouver City Charter Section 8.054~~
~~Planning Commission~~	~~4 years~~	~~Vancouver City Charter 8.01 (authorization); VMC 20.220.010~~
~~Urban Forestry Commission~~	~~4 years~~	~~VMC 12.02.010~~
~~Vancouver Public Facilities District Board~~	~~4 years~~	~~RCW 35.57~~

~~16.2 Appointments Made by Mayor Subject to Council Confirmation~~

~~Mayoral appointments are subject to the provisions of Section 7.0.~~

	~~Term~~	~~Governing Legislation~~
~~Charter Review Committee~~	~~*Length of service; Meets every 5 years*~~	~~Charter Section 11.17~~

Salary Review Commission	4 years	Vancouver City Charter Section 2.18

16.3 Appointments Made by Mayor

Appointments made by the Mayor and are subject to the provisions of Section 7.0.

	Term	Governing Legislation
Vancouver Housing Authority Board of Commissioners	5 years	RCW 35.82.040; Charter Section 8.03; VHA Resolution #2477

16.4 Non-City Boards, Commissions, Committees, and Task Forces

The City has the opportunity to nominate representatives to sit on boards, commissions, committees and task forces outside of City jurisdiction. City Council shall evaluate candidates and take action on nominations for appointment to these positions in accordance with the provisions of this policy, unless otherwise directed by the subject body's governing agency.

	Term	Governing Legislation
Clark County Arts Commission	4 years	Clark County Resolution # 2010-03-07
Clark County Historic Preservation Commission	3 years	County Code 40.250.030; Ord. M-3673; VMC 20.220.050
Clark County Mosquito Control District Board of Trustees	2 years	RCW 17.28.110
Clark County Public Health Advisory Council	3 years	Clark County Resolution 2003
Clark County Public Facilities District	3 years	Clark County Code 2.19.010
Fort Vancouver Regional Library Board of Trustees	7 years	RCW 27.12.190, City Charter Section 8.05
PDX Citizen Noise Advisory Committee	3 years	Port of Portland Port Executive Director

POLICY AND PROCEDURE

CITY OF VANCOUVER WASHINGTON	INDEX Administrative/Council/City Manager			
Subject Council Appointment of Community Members to Boards, Commissions, Advisory Committees and Work Groups	**Number** 100-06	**Rev.** G	**Effective Date** __/__/25	**Page 1 of 10**
	Supersedes 06/06/22	**Prepared by:** [City Manager signature]	**Approved by:** [Mayor signature]	

1.0 Purpose

The purpose of this policy is to establish policies guiding the appointment of community members to serve on city boards, commissions, advisory committees and work groups.

2.0 Organizations Affected

All boards, commissions, advisory committees, and work groups.

3.0 References

Resolution No. M-1751, March 25, 1974
Resolution No. M-2386, February 2, 1984
Memorandum to Mayor and City Council, April 15, 1998
Resolution No. M-3179, June 15, 1999
Resolution No. M-3254, November 22, 1999
Resolution No. M-3298, July 3, 2000
Resolution No. M-3347, June 25, 2001
Resolution No. M-3460, July 12, 2004
Resolution No. M-3607, April 16, 2007
Resolution No. M-3730, January 3, 2011
Resolution No. M-3980, September 24, 2018
Resolution No. M-4157, December 13, 2021
Resolution No. M-4172, June 6, 2022
Resolution No. M-____, _____, 2025

4.0 Declaration of Policy

The City of Vancouver's boards, commissions, committees and work groups provide an invaluable service to the City. Their advice on a variety of subjects aids the Mayor and Councilmembers in the decision-making process. Effective community member participation is an invaluable tool for local government.

City regulatory and advisory bodies provide an opportunity for community members who want to participate in public service to be involved in governmental boards, commissions, committees and work groups. These bodies can also serve as a training ground or stepping-stone for qualified persons who are interested in seeking public office.

4.1 Authority

The City Council of the City of Vancouver is specifically empowered by state law, City Charter, and ordinance to fill by appointment all boards and commissions established by such state law, charter or ordinance, or such other advisory boards or commissions as the Council deems necessary or advisable. In the exercise of this power, it is the desire of the City Council to establish an equitable and consistent policy in its decision-making role to fairly select community members who desire to serve on boards or commissions. To this end, this policy has been created, and it shall remain in effect until such time as the City Council desires to amend or modify it in part or revoke it in whole.

The City Manager is responsible for the oversight and administration of the process by which the advisory boards and commissions program is managed. The City Manager shall assign primary coordination of the Boards and Commissions program to a staff member within the City Manager's Office, who shall conduct community outreach and recruitment activities for all forecasted board, commission, or committee vacancies.

4.2 Term Limits

Unless superseded by other regulatory provisions or legal authority, terms for all appointed bodies for which this policy applies are for a period of four (4) years. Appointees to City boards, commissions, and committees may be reappointed once for a maximum of two (2) terms. The City Manager's staff shall establish procedures for reappointment requests in alignment with the full recruitment process.

Appointments to an unexpired term up to six (6) months shall not be considered as a full term in these criteria.

5.0 Definitions

5.1 Public Development Authority/ Public Corporation

A public development authority is an independent legal entity established pursuant to state statute (RCW 35.21.730 - .755) to administer and execute federal grants or programs and to receive and administer other public and private funds in order to accomplish a public purpose. Authorities include the Downtown Redevelopment Authority and the City Center Redevelopment Authority.

5.2 Board

A semi-autonomous body established pursuant to federal or state statute or authority or city ordinance. Actions of a board are usually appealable to designated courts of law. Boards related to city affairs include Building - Fire Codes Board of Appeals, Vancouver Public Facilities District Board, Vancouver Housing Authority Board, Fort Vancouver Regional Library District Board, and Clark County Mosquito Control District Board of Trustees.

5.3 Commission

A body established by city ordinance to study and recommend action to the City Council. Authority of commissions is delegated from Council or, in the case of telecommunications and solid waste, in conjunction with the County Commissioners. With the exception of the Civil Service Commission, some actions of commissioners are appealed directly to City Council. Commissions established by city ordinances include City/County Telecommunications Commission, Cultural Commission, Civil Service Commission, Parks and Recreation Commission, Planning Commission, Private For-Hire Transportation Commission, Salary Review Commission, and Urban Forestry Commission.

5.4 Committee

A body appointed by Council with a specified task or function. Committee action ordinarily will be subjected to review and/or appeal to City Council or to a commission established by Council. City of Vancouver committees include the Aviation Advisory Committee, Charter Review Committee, Lodging Tax Advisory Committee, Parking Advisory Committee, Port of Portland Citizen Noise Advisory Committee, and the Design Review Committee.

5.5 Ad Hoc Work Group

A body appointed by Council to study or work on a particular subject or problem. A work group will cease to exist upon completion of its charge as given by the Council. Examples of previously appointed work group bodies are the Water/Sewer Rate Task Force and the Cruising Task Force.

6.0 Formation and Dissolution of Committees

6.1 Establishment

These advisory bodies originate from different sources. Some are established by ordinance while others are established by motion of the City Council. It is at the discretion of the Council as to whether or not any advisory body should be established by ordinance. See Section 13.0 for the current list of City Advisory Committees.

6.2 Statement of Purpose and Function

Every advisory body, when it is formed, will have a specific statement of purpose and function, which will be re-examined periodically by City Council to determine its effectiveness. This statement of purpose is made available to all community members when they are appointed.

6.3 Size

The size of each advisory group is determined by City Council and the size is related to its duties and responsibilities.

6.4 Periodic Review

Every four years, established boards, commissions and committees will be evaluated on a regular cycle by the City Manager in consultation with the Mayor and Mayor Pro Tem. The schedule of review of each body will be staggered in a rational manner to prevent all bodies from being under review simultaneously. Review will examine the bodies' purpose and compliance with their respective bylaws, Vancouver Municipal Code, Council policy, and other pertinent governing documents and legislation. The system of evaluation will be determined by the City Manager in consultation with the Mayor and Mayor Pro Tem. The City Manager shall prepare a report to the Council summarizing the review, including any recommended actions.

Upon Council direction, such evaluation of an individual board, commission, or committee may take place outside of the regular four-year cycle if the Council deems it necessary to do so.

6.5 Dissolution

City Council may dissolve any advisory body that, in their opinion, is no longer necessary to the work of the city, is not functioning as intended or for any other reason.

7.0 Initial Appointment Criteria

Every Board, Commission, Advisory Committee and Work Group formed by the City is an opportunity to build credibility and trust with community members. Accountability in these structures is a foundational element of equitable engagement. To this end, it shall be the policy of the City Council to evaluate each applicant for appointment on an objective basis, utilizing the following criteria:
Equity and Inclusion (EI) – In the context of appointing community members to City Boards, Commissions, Advisory Committees, and Work Groups, the City's commitment to advancing equity and inclusion is as follows:

a) Demographic Diversity – The committees convened by the City should reflect the city's current demographic diversity, including, but not limited to, race, ethnicity, gender, socioeconomic status, age, disability, geography, and lived experiences.

   When conducting outreach to solicit interest from the community as prospective committee members, the City should specifically focus on communities currently and historically excluded from public decision-making processes. These include "underrecognized and underrepresented communities," which the City defines as populations that have been marginalized and are experiencing systemic and institutional barriers resulting in disparate outcomes (in health, education, housing, employment, etc.). These populations consist of, but are not limited to,-communities of color, youth, immigrants, and refugees, disabled, low-income, lesbian, gay, bisexual, transgender, and queer communities, and those who are unhoused.

b) Equity – The City defines equity as ensuring that all individuals are treated fairly and have equal access to opportunities and advancement without facing barriers. This principle recognizes that some groups may have been historically underrepresented or underrecognized, and therefore, fairness in addressing these imbalanced conditions is necessary to provide equal opportunities to all groups.

   In the context of community involvement, equitable approaches center the voices of those most impacted, identify and analyze the unique needs of specific populations in relationship to an issue or decision, and ensure that identity (e.g., race or ethnicity) is not a predictor of outcomes.

c) Inclusion and Access – The City strives to ensure that all community members can be a part of decisions regarding programs, activities, and services that may affect them. Inclusion grants the public opportunities to impact decisions, and their concerns will be considered. Decision-makers intentionally search for and facilitate the involvement of those most negatively affected by disparities in outcomes and decisions.

Residency - Appointments to certain boards and commissions must, by state law or local ordinance, be limited to residents of the City of Vancouver. It is preferable that all appointments be filled by city residents. However, persons living outside the City of Vancouver may be considered and appointed to positions not legally restricted to city residents when determined appropriate by the Council.

City Employment – City employees will not be appointed to City boards, committees, commissions, and work groups, but they may apply and be considered appointment to non-City bodies. The City Council may choose to nominate a City staff member to serve as the City representative on Clark County Advisory Commissions.

Contributive Potential – City Council shall evaluate the potential contribution that each applicant may make if appointed to a board or commission. Factors to guide Council in its evaluation of this could include evaluation of an applicant's.

a) Commitment to advancing City Council goals of equity, resilience, and community safety in relevant decision-making processes.

b) Ability to develop and form decisions based on factual information and decision-making criteria in addition to an ability to express ideas, concepts or philosophies.

c) Lived experience in the community and/or history of service on other boards, commissions, advisory committees, work groups, committees, or informal community involvement. A highly prioritized applicant may describe expertise and involvement with formal structures, like Parent Teacher Associations, neighborhood or business associations, or history with volunteering, for example, in their faith community. There are also trusted community members who may be sources of connection because they support other needs in community, including community-based childcare systems, coach their children's teams, or engage in activism around community-identified issues.

d) Ability to apply personal and professional knowledge, experiences, skills, perspectives, and values for the benefit of the broader community. (A successful applicant may describe formal education or professional experience that demonstrate expertise. Applicants may also describe "informal" experiences, including social and environmental backgrounds that also demonstrate important skills and expertise. For example, houseless or formerly unhoused people may bring both the expertise from understanding the experiences and challenges of these populations, but also the ingenuity, creativity, perseverance, and social skills necessary day to day.

e) Ability to help the City connect with diverse community voices. Communities connect and stay connected in many ways, and looking for both traditional examples, like volunteer management, leadership in faith communities, or outreach and organizing experience (with a community-based organization, or around a particular issue of concern) may demonstrate existing relationships beneficial to ensuring the committee is reaching many audiences. For many communities, connections also occur outside of these structures and activities as well, including in spaces like multifamily housing where resources may be shared, or the barbershop or hair salon, or coffee shop where community comes together. This may also include communities where elders serve as vital connections.

f) Understanding of, and appreciation for, the responsibility of participating on a public board and the transparency and public nature of deliberation and decision-making that this requires. Applicants should demonstrate a commitment to operating within the scope of assigned Board, Commission, Advisory Committee or Work Group.

g) Commitment to inclusive and thoughtful behavior in all interactions with other Commissioners, applicants, community members and City staff.

h) Commitment to an open process that includes the many voices that are part of our community and incorporates community participation and community engagement.

i) Ability to take a long-term view and consider individual projects and policy decisions in the context of how they contribute to the City's overall growth and development over a 20–50-year time horizon.

j) Ability to consider different perspectives on an issue and balance multiple perspectives when developing a recommendation.

k) Commitment to environmental stewardship that honors and reflects the history of the land, water, air and natural world upon which we exist and depend.

Time Available to Serve – Individuals applying to serve on boards, commissions, advisory committees, and work groups must have a willingness to commit to regular and consistent attendance and participation at meetings throughout assigned term of appointment. It is requested that applicants consider their capacity when applying. Applicants are invited to raise any questions or concerns regarding accessibility, scheduling, or accommodations during the recruitment process.

Diverse Sectional Composition – Maintaining a diverse balance of community representation is recognized as a desirable goal in the appointment of community members to boards, commissions, advisory committees, and work groups when applicable. Specifically, diversity of knowledge, experiences, skills, perspectives, and values that enhance the level of representative perspectives included on the applicable Board, Commission, Advisory Committee or Work Group. This may include a variety of characteristics and experiences, including: diversity in demographic and socioeconomic characteristics; diversity of housing tenure experiences (rental, homeownership, houselessness, etc.); diversity in length of time living in the region and city/region/country of origin; diversity of educational and professional experience; diversity in geographic location where members live and work around the City and region; diversity of primary mode of transportation; and/or diversity in volunteer and philanthropic affiliations.

In order to maximize participation across multiple spectrums of the community, appointees to community member boards, commissions, committees and work groups serve on only one committee, unless qualified applicants cannot be identified, or other special circumstances are identified.

8.0 Reappointment

Incumbents who wish to be reappointed and who are eligible for reappointment in accordance with the provisions of section 4.2 shall provide a Letter of Continued Interest to the staff liaison and chair of that board or commission within 60 days prior to the expiration of their term. There is not a vested right to reappointment for any position.

The staff liaison and board/commission chair will forward their recommendation to reappoint or not reappoint to the Council subcommittee. Their recommendation will consider the following into their decision:

a) Regularity of attendance.
b) Understanding of committee or commission function.
c) Effectiveness.
d) Demonstrated contribution during past term of office on issues, programs, policies, etc., of the advisory board, committee or commission.
e) Number of terms served.

The final decision to appoint an incumbent is at the Council subcommittee's discretion. If the incumbent is not selected for reappointment, then staff will open the seat for recruitment and assessed through the appointment process outlined in section 9.0.

9.0 Assessment of Applicant Pool and Recommendation for Appointment

Following an application period, the Mayor, and City Council Committees, assigned per City Council Policy 100-33, shall be responsible for evaluating candidates and forwarding recommendations for appointment to fill forecasted vacancies and/or reappointment requests on advisory boards, committees, commissions and work groups.

After review of an applicant pool for a board or commission, the staff liaison and chair will forward two (2) applicants and an alternate for interview to city manager staff. City manager staff will then forward the two applicants and alternate as well as all the applications submitted to the subcommittee. If after five (5) business days no request has been sent from a subcommittee member to interview additional applications to city manager staff other than the final two applicants and alternate, city manager staff will schedule the final two applicants and alternate for interview by the subcommittee.

Upon conclusion of such evaluation, the Council subcommittee members will notify the City Manager's staff as to which candidate(s) they wish to recommend to the full Council for appointment and/or reappointment.

Unless specified in Section 9.1, the City Council Subcommittees are responsible for the evaluation and appointment recommendations for all appointed boards, committees, commissions, and work groups. In the event a recruitment pertains to at least a quorum of the total number of positions of the subject board, committee, commission or work group, both Council subcommittees will be engaged to evaluate candidates and provide appointment recommendations.

Ad hoc committees formed to focus on shorter-term issues, such as the Strategic Plan, shall be appointed by the City Manager.

9.1 Mayoral Authority in Evaluating Candidates and Making Appointments

The Mayor shall evaluate and directly appoint members to the following bodies:

- Vancouver Housing Authority (per RCW 35.82.040
- Civil Service Commission (per VMC 2.57.010)

Subject to City Council final approval, the Mayor shall evaluate and appoint members to the following bodies:

- Charter Review Committee (per City Charter Section 11.17)
- Parks and Recreation Advisory Committee (per VMC 2.16.010; City Charter Section 8.05)
- Salary Review Commission (per City Charter Section 2.18)

9.2 Council Appointment

Council subcommittee recommendations are brought forward for consideration by the full City Council at a Council meeting. The appointment or reappointment will appear on the Council's Consent Agenda for the scheduled meeting date.

Members of all boards and commissions subject to Council approval will be appointed by a majority vote of the Council.

9.3 Notification of Council Decision

Each applicant and relevant Staff Liaison(s) shall be notified of the decision of the Council within three (3) business days of the Council action on the proposed appointment(s) at a Council meeting.

9.4 Records

The City Manager's Office shall maintain all records associated with advisory board and commission recruitments and appointments in accordance with the Public Records Act and related retention requirements.

9.5 Recognition

The Mayor will send a certificate of appreciation and letter of thanks to each member of a board or commission upon the completion of a term.

10.0 Council Concerns about Recommendations

Councilmembers should raise any concerns about any recommendation with the Mayor prior to the City Council meeting that is scheduled for the approval of the appointment.

11.0 Removal of Members

Council may terminate any Council-confirmed appointment prior to the expiration of that member's term of office by a majority vote of the City Council if the Council finds cause for removal, unless otherwise provided for in governing bylaws, and city, state or federal law applicable to the City board, commission, advisory committee, or work group at issue.

12.0 Overlapping Terms Intended

Lengths of terms vary from one advisory body to another, but in all cases, overlapping terms are intended. On special work groups, where a specific project is the purpose, there need not be terms of office.

13.0 Committee Operation

City Council expects new members will be oriented to the roles and responsibilities of their appointment.

14.0 Yearly Report to City Council

Each Committee should make a report to City Council each year. This report need not be presented in person.

15.0 Lobbying Efforts Consistent with City Policy

Lobbying efforts by any advisory bodies on legislative or political matters should first be checked for consistency with existing City policy by contacting the City Manager's office. In the event a position is taken that differs from that of the City's policy, an advisory body acting as an official body of the City of Vancouver cannot represent that position before another body, i.e., the State Legislature or the Clark County Board of Commissioners. An individual member is free to voice a position, oral or written, on any issue as long as it is made clear that they are not speaking as a representative of the City of Vancouver, or as a member of their commission, committee or work group.

ATTACHMENT A
CITY OF VANCOUVER BOARDS, COMMISSIONS, ADVISORY COMMITTEES
AND WORK GROUPS

Body	Appointing Authority	Governing Legislation
Aviation Advisory Committee	City Council	VMC 10.05.040
Building & Fire Code Commission	City Council	VMC 17.08.040
City Center Redevelopment Authority Board of Directors	City Council	VMC 2.71.080
Charter Review Committee	Mayor, with City Council approval	City Charter Section 11.17
Civil Service Commission	Mayor	VMC 2.57.010
Clark County Arts Commission (1 seat)	Clark County Council upon nomination by City Council	Clark County Resolution # 2010-03-07
Clark County Historic Preservation Commission (2 seats)	City Council	VMC 20.220.050; Clark County Ordinance 40.250.030
Clark County Mosquito Control Board of Trustees (1 seat)	Clark County Council upon nomination by City Council	RCW 17.28.110
Clark County Public Health Advisory Council (1 seat)	Clark County Board of Health upon nomination by Council	RCW 70.46.140
Culture, Arts and Heritage Commission	City Council	VMC 2.88
Downtown Redevelopment Authority Board of Directors	City Council	VMC 2.73.010
Fort Vancouver Regional Library Board of Trustees	Clark, Skamania and Klickitat county Councils upon nomination by City Council	RCW 27.12.190; Charter Section 8.06
Lodging Tax Advisory Committee	City Council	RCW 67.28.1817
Parking Advisory Committee	City Council	VMC 2.63.020
Parks and Recreation Advisory Commission	Mayor, with City Council approval	VMC 2.16.010; Charter 8.05
PDX Citizen Noise Advisory Committee	City Council	Port of Portland Port Executive Director
Planning Commission	Mayor, with City Council approval	VMC 20.220.010; Charter 8.02
Public Facilities District Board of Directors	City Council	RCW 35.57.010
Salary Review Commission	Mayor, with City Council approval	City Charter Section 2.18
(City/County) Telecommunications Commission	Mayor, with City Council approval	VMC 5.19.300
Transportation and Mobility Commission	Mayor, with City Council approval	VMC 11.75

Urban Forestry Commission	City Council	VMC 12.02.010
Vancouver Housing Authority Board of Commissioners	Mayor	RCW 35.82.040; Charter Section 8.04

City Council Meeting Minutes

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

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

May 5, 2025

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

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

The City Council Meeting was held on 5/5/2025 at 4:00 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/37869?startStreamAt=0&stopStreamAt=7320

Economic Development Strategy Budget Discussion
(Approximately 30 minutes)

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

Staff led Council through a discussion of the Economic Development Strategy Budget Discussion.

Councilmembers Hansen, Stober and Paulsen attended the workshop remotely.

Equity and Inclusion Update
(Approximately 45 minutes, to immediately follow the previous workshop)

Nicole Chen, DEI Business Partner, Lisa Brandl, Deputy City Manager,
Nikki.Chen@cityofvancouver.us, lisa.brandl@cityofvancouver.us

Staff led Council through a discussion of the Equity and Inclusion Update.

Councilmembers Hansen, Stober and Paulsen attended the workshop remotely.

Districting Survey Results

(Approximately 45 minutes, to immediately follow the previous workshop)

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

Staff led Council through a discussion of the Districting Survey Results.

Councilmembers Hansen, Stober and Paulsen attended the workshop remotely.

Council Dinner / Executive Session Re: Real Estate Negotiations (30 minutes)

Mayor McEnerny-Ogle announced the Council would be entering into executive session from 6:00-6:30 p.m. to discuss Real Estate Negotiations.

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/37871?startStreamAt=0&stopStreamAt=2765

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 Hansen, Mayor McEnerny-Ogle*

Absent: *Councilmember Paulsen, Councilmember Stober*

Motion by Councilmember Perez, seconded by Councilmember Fox, and Yes: 5, No: 0, Abstaining: 0, to excuse Councilmembers Paulsen and Stober. Absent from vote: Councilmember Paulsen, Councilmember Stober.

Councilmember Hansen joined the meeting remotely.

Approval of Minutes

Minutes - April 28, 2025

Motion by Councilmember Hansen, seconded by Councilmember Fox, and Yes: 5, No: 0, Abstaining: 0, to approve the April 28, 2025 Meeting Minutes. Absent from vote: Councilmember Paulsen, Councilmember Stober.

Proclamations

Small Business Week

Mayor McEnerny-Ogle read and presented a proclamation to Kyle Todd, Certified Business Advisor of Small Business Development Center WSUV, proclaiming May 4-10, 2025, as Small Business Week.

Small Business Month

Mayor McEnerny-Ogle read and presented a proclamation to Kimberly Quiroz, Senior Business Developer, Hispanic Metropolitan Chamber, proclaiming May 2025, as Small Business Month.

National Day of Awareness for Missing and Murdered Indigenous Women and Persons

Mayor McEnerny-Ogle read and presented a proclamation to Duana Ricks-Johnson, Colville/ Lakes Tribal Member, MMIWP Advocate/Speaker, proclaiming May 5, 2025, as National Day of Awareness for Missing and Murdered Indigenous Women and Persons.

Community Communication

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

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

- *Kimberlee Goheen Elbon, La Center, WA*
- *Carmen DeLeon, Vancouver*
- *Wynn Grcich, Vancouver*
- *Kelsey Huwaldt, Battle Ground, 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.

Motion by Councilmember Fox, seconded by Councilmember Harless, and Yes: 5, No: 0, Abstaining: 0, to approve Items 1-6 on the Consent agenda. Absent from vote: Councilmember Paulsen, Councilmember Stober.

1. Release of Sanitary Sewer Easement – Stone's Throw Planned Unit Development Phase 1

Staff Report: 091-25

Request: On Monday, May 5, 2025, authorize the City Manager, or designee, to sign the attached easement release.

Sheryl Hale, Engineering Manager, sheryl.hale@cityofvancouver.us

Motion approved the request.

2. Contract Amendment - On-Call Sanitary Sewer Collections Planning and Design - C-100983 and C-100988

Staff Report: 092-25

Request: On Monday, May 5, 2025, authorize the City Manager, or designee, to finalize and execute amendments to Professional Services Agreements C-100983 with Consor, and C-100988 with Jacobs, to increase the not to exceed value to $2,000,000 for the 5-year life of each contract.

Sheryl Hale, Engineering Manager, sheryl.hale@cityofvancouver.us

Motion approved the request.

3. Contract Amendment - New Public Works Operations Campus - TCF Architecture - C-101028

Staff Report: 093-25

Request: On Monday, May 5, 2025, authorize the City Manager, or designee, to enter into a professional services contract amendment with TCF Architecture of Tacoma, WA for the continuation of design services and addition of construction administration in an amount not to exceed $11,896,620.

Jason Olson, Capital Projects Project Manager, Jason.Olson@cityofvancouver.us

Motion approved the request.

4. Contract Award - McFarlane's Bark for Yard Debris and Leaves Receiving and Processing Services - C-101949

Staff Report: 094-25

Request: On Monday, May 5, 2025, authorize the City Manager, or designee, to finalize and execute contract (C-101949) with McFarlane's Bark for Yard Debris and Leaves Receiving and Processing Services for as-needed yard debris and leaves receiving and processing services for five years effective June 1, 2025, not to exceed $1,750,000.

Julie Gilbertson, Solid Waste Supervisor, Elizabeth Erickson, Solid Waste Management Analyst, Joshua Francis, Procurement Specialist, julie.gilbertson@cityofvancouver.us, elizabeth.erickson@cityofvancouver.us, joshua.francis@cityofvancouver.us

Motion approved the request.

5. 2025-2029 Vancouver Commute Trip Reduction Plan

AN ORDINANCE of the City of Vancouver, Washington relating to the City of Vancouver Commute Trip Reduction Plan as identified in Chapter 18.12 Vancouver Municipal Code (VMC) and by the Growth Management Act through RCW 36.70A.110 and by the Washington Clean Air Act through RCW 70A.15.4020, amending VMC 18.12.030 to adopt the 2025 – 2029 Vancouver Commute Trip Reduction Plan; providing for severability and an effective date.

Staff Report: 095-25

Request: On Monday, May 5, 2025, advance the ordinance after first reading and on Monday, May 12, 2025 adopt the ordinance at a public hearing.

Olivia Kahn, Transportation Demand Management Coordinator, Kate Drennan, Transportation Planning Program Manager, olivia.kahn@cityofvancouver.us, kate.drennan@cityofvancouver.us

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

Motion approved the request.

6. Approval of Claim Vouchers

Request: Approve claim vouchers for May 5, 2025.

Motion approved claim vouchers in the amount of $8,316,339.32.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Property Tax Program

Holly Hill, Program Outreach Coordinator, Clark County Assessor's Office, discussed the Property Tax Program.

Adjournment

7:15 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: City of Vancouver, WA
To: City Council
Subject: Submission: Contact City Council
Date: Monday, April 28, 2025 8:26:32 PM

Contact the City Council

Name

Leah Perkel

Email

[redacted]

Phone

[redacted]

Address

[redacted]
Vancouver 98663
United States
Map It

Subject

Share an Opinion of a City project or Initiative

Choose Recipient

All the Council

Message

I was listening to tonights city council workshop meeting. I feel strongly that we need to move to 6 districts and 1 at large (the mayor). When I ran for City council in 2023 I spoke with voters at the doors all across the city. And several area's have no representation.For example the area of 112th Ave and Fourth plain commons. And it's more expensive to run city wide then by districts. If we had districts we could have people run who would represent to better represent their communities. It's is very popular amongst the voters.

From: Dollar, Sarah
To: Dollar, Sarah
Subject: FW: Benefits of Districts
Date: Thursday, May 1, 2025 10:11:02 AM

Testimony

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: Monica Zazueta <[redacted]>
Sent: Thursday, May 1, 2025 7:10 AM
To: City Council <council@cityofvancouver.us>
Subject: Benefits of Districts

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

Dear Mayor and Council Members,

I am writing to express my strong support for transitioning Vancouver City Council to a district-based representation model. This change is vital as it will enhance local representation, accountability, and civic engagement across our growing and diverse city.

Districts offer benefits, including:

1. Localized Representation: Council members focused on specific neighborhoods can better address the unique challenges and needs of their communities.

2. Increased Civic Engagement: When residents know they have a dedicated representative, they are more likely to participate in local governance.

3. Diversity of Perspectives: A district-based system encourages candidates from varied backgrounds, resulting in richer discussions and more representative decision-making.

There are already recommendations from the charter review committee, a survey, and past community discussions that support this transition.

I urge the City Council to declare its intent to establish six districts, initiate a redistricting commission, and place an amendment to the City Charter on the next ballot.

By supporting this shift, we can ensure that all Vancouver residents have a voice in their local government. Thank you for considering this important change.

Sending you all the best energy for your day,

(My Signature)

~You must always be willing to truly consider evidence that contradicts your beliefs, and admit the possibility you may be wrong. Intelligence isn't knowing everything, it's the ability to challenge everything you know. Let's all give up our fear as a justification for not to take action because we are the creators of our reality.

Sending healing vibes
Monica Zazueta Tabor
Concerned Mum

[redacted]

Sharing energy,

1.

Doughnut Economics 7 Ways to Think Like a 21st Century Economist
by Kate Raworth

Free digital copy of the book,

https://fenix.tecnico.ulisboa.pt/downloadFile/845043405579281/Raworth%20%282017%29%20Doughnut%20Economics.pdf

2.

29 minute video explaining Doughnut Economics

"How radical ideas can turn into transformative practice. Stockholm impact week 2023"

https://youtu.be/qwyzsAWRMcw?si=Hut8czYBLqAjOBpb

3.

Nate Hagens: "Episode 100 - The Great Simplification”

https://youtu.be/GocuMZX3hls?si=impadsCjN-aGZzk0

From: City of Vancouver, WA
To: City Council
Subject: Submission: Contact City Council
Date: Thursday, May 1, 2025 7:37:41 PM

Contact the City Council

Name

Kevin Hart

Email

[redacted]

Phone

3609099760

Address

[redacted]
Vancouver 98661
United States
Map It

Subject

Share an Opinion of a City project or Initiative

Choose Recipient

All the Council

Message

Please oppose city council districting. Dividing Vancouver by geography risks segregation and weakens citywide accountability. Our current at-large system ensures all voters can choose leaders who represent the whole city. Cities like Los Angeles and Seattle show how districting can lead to division, inequity, and political silos. Vancouver is an inclusive city—let's keep it united and ensure every resident's voice counts equally.

From: Janet Landesberg
To: City Council
Subject: Testimony in favor of Districts for City Council Workshop On May 5
Date: Thursday, May 1, 2025 9:25:53 PM

You don't often get email from [redacted]. Learn why this is important

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

Why the City Council needs to put districts on the November 2025 Ballot

As a member of the Charter Review Committee, we made several presentations to City Council regarding the need to create districts. At the center of this premise was good governance as set forth in National Civic League Model City Charter, 9th Edition, dated November 1, 2021. Because of the size of the city, Vancouver is too large to continue to elect its city counselors and mayor in a citywide election. As we look to become the second largest city in the state through annexation, Vancouver must become more "democratic" and create districts. Our subcommittee proposed a districting charter amendment with 4 districts and 2 at large city councilors. We opined that this might have a better chance with a council with 4 people (including the mayor) who live in close proximity to each other. Kicking the can down the road has been the council's history regarding districting with three charter review committees. Last year a city council committee was created to study this further and funded a professional survey of citizens. These citizens, who responded to the survey, want districts. It's time to stop kicking the can down the road. Given the size of the city and the increased costs to mount a campaign, the city should create 6 districts. In the previous city council race, only one candidate (Sarah Fox) had a competitive challenge to her position.

As I stated during my presentation, it is my opinion that the City of Vancouver might face a Voter's Rights challenge because of its continued use of its archaic manner to vote for its leaders. The sound bites from the dais regarding the resistance to districting appear to center on self-preservation of your seat or that of your colleague. The point is to plan for the future of the city—not your next election.

Sincerely,

Janet Landesberg

From: Kelsey Huwaldt
To: City Council
Cc: David Zilavy; Judith Perez Keniston
Subject: May 5 meeting comments
Date: Friday, May 2, 2025 9:28:02 AM

You don't often get email from [redacted]. Learn why this is important

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

Hello. We'd like to invite you to the Clark Communities Bicycle and Pedestrian Advisory Committee's Policymakers event on May 30 from 9 a.m. to noon to discover our local bicycle and pedestrian facilities and learn about planned and future facilities designed to close gaps and correct safety concerns. This ride strives to create a shared vision for a SAFE, accessible, cohesive, and inclusive active transportation future. Policymakers, community leaders, law enforcement officers, health advocates, transportation planners and engineers are invited to experience Clark County on a bike (or by bus). Mayor Anne is joining us on the mobility tour and councilor Sarah Fox will be joining the bike ride, but we'd like to have each of you join us. You can learn more and sign up at https://rtc.wa.gov/events/policymakers_event/.

I'm also going to plan on attending the meeting to offer this invite, but wanted to submit this electronically so you all could have the link. Thank you.

Kelsey Huwaldt
Clark County Bicycle and Pedestrian Advisory Committee
Learn more about BPAC: https://clark.wa.gov/community-planning/bicycle-and-pedestrian-advisory-committee

From: Wynn Grcich
To: Rebecca Messinger
Cc: Harris, Rep. Paul; Victorialeeferrer@gmail.com; City Council
Subject: Measles
Date: Tuesday, April 29, 2025 2:05:23 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.

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

[redacted] Wynn Grcich, Vancouver Wed, Jun 7, 2023 at 5:50 AM

CV19 Bioweapon/Vax Beginning of Transhumanism – Karen Kingston, Greg Hunter

https://rumble.com/v2sk82q-cv19-bioweaponvax-just-beginning-of-transhumanism-karen-kingston.html

Karen Kingston is a biotech analyst and former Pfizer employee who understands complicated medical and biological contracts. Kingston warns the mRNA technology in the CV19 bioweapon injections is just the beginning of forcing a transhuman agenda onto an unsuspecting public. If the technology (which is also called a "synthetic pathogen") in the CV19 bioweapon/vax is not stopped, there would be "no flesh would be saved" as Jesus warned more than 2,000 years ago. In a new Substack post, Kingston contends mRNA technology is a weapon of mass destruction and explains, "When I put that headline up that mRNA technologies, Neuralink or Neural Lace, which is the injectable form of Neuralink, are both weapons of mass destruction and transhumanism, this is to do non-human genetic editing to the human genome as well as to integrate bio-digital technology with humans. Those are not my words. Those are Dr. Robert Malone's words during a Glenn Beck interview. This is where he said mRNA technologies are a suite of technologies for the purposes of transhumanism. . . . The reason why I say these are weapons of mass destruction is James Clapper, who is a former Lt. General with the U.S. Airforce and served in the intelligence community under President Clinton, stated that the gene editing mRNA technology are weapons of mass destruction. Because once you make permanent changes to the to a species genome, that's to the extinction of that species. It doesn't matter if it is plants, animals or human beings themselves."

Kingston goes on to say, "What we are breaking today is Covid 19 and the Covid 19 injections have a lot of neurological harmful effects. That's because they are neural weapons as well . . . That's the breaking news here. These CV19 injections include the Neural Lace technology. . . .Even Covid itself was a nanotechnology attack. It was not a virus. It is this lipid nanoparticulate matter. . . . With Covid, people lost their sense of taste and smell. . . . That is a nervous system attack. So, that would have to be a neuroweapon attack. People also have brain fog and fatigue. These are neurological symptoms of being attacked with a neural weapon. So, not only are the CV19 injections bioweapons, chemical weapons and technology weapons, they are also neural weapons. . . . This is complete experimentation on civilians without informed consent, and what the technologies are and potential outcomes of those technologies is by definition biowarfare. It's in violation of the Geneva Convention. It's in violation of the bioweapons convention. It's in violation of the international code for military justice. It's in violation of the 5th and 14th Amendments. Pfizer, Moderna and the other manufacturers are very guilty of unleashing weapons of mass destruction on global civilians."

Kingston also talks about mRNA technology referred to as synthetic biology that dark powers want to put in your food, water and even the air you breathe. Kingston will tell you how to stay clear of this destructive technology, and how to fight it too by taking things like Ivermectin. Kingston also discusses the need for a mass wakeup to the transhuman agenda using synthetic biology and mRNA. Kingston thinks if enough people can wake up and understand what is happening, this is the best way to bring it to a stop.

In closing, Kingston says, "This is really important for people to understand and that is synthetic biology is changing the entire landscape of our world. . . . When they hijack the photosynthesis process of plants, and that is what they are doing, instead of producing oxygen and glucose, the plant is producing these new proteins which are weaponized. We will decrease the oxygen levels of all current biological lifeforms. So, it's destroying the environment. This is directed evolution and transhumanism. It's not just a war against humanity, it's a war against all of God's creation and all biological lifeforms."

MERCOLA
Take Control of Your Health

Zinc Cuts COVID Death Risk by 40%

Analysis by Dr. Joseph Mercola ✔ Fact Checked | November 28, 2022

STORY AT-A-GLANCE

- Patients who tested positive for COVID-19 — including 190 outpatients and 280 hospitalized patients — received either oral zinc or a placebo twice daily for 15 days
- Those taking zinc had a nearly 40% lower rate of death and admission to the intensive care unit (ICU)
- Those in the zinc group had, on average, a 3.5-day shorter hospital stay while their symptoms resolved 1.9 days sooner than those who received a placebo
- Research published in 2020 demonstrated that zinc is crucial to immune system function and deficiency can raise your risk of severe COVID-19 illness
- Zinc has antiviral properties and acts as an immunomodulator; it also inhibits RNA synthesis and viral replication, while deficiency is associated with reduced natural killer cell function

It's estimated that 1 in 3 Americans is deficient in at least 10 minerals, zinc included.[1] Not only does this put them at risk of chronic diseases such as heart disease and diabetes,[2] but it may increase risk of death or a hospital stay from COVID-19 if you're infected.[3]

Zinc has been acknowledged as an essential mineral for human health since the 1970s.[4] It's the second most abundant trace mineral found in the human body,[5] but your body cannot store it very well, so you need to consume foods with zinc every day to meet your body's needs. More than 300 enzymes in your body require zinc for normal function,[6]

and it's well-recognized for its role in immunity and normal immune system development.[7]

During the pandemic, the late Dr. Vladimir Zelenko treated thousands of COVID-19 patients using a combination of hydroxychloroquine (HCQ), azithromycin and zinc sulfate,[8] with great success.

However, the use of zinc for SARS-CoV-2 was a topic routinely flagged by COVID fact checkers as "misinformation," so word didn't really get out about its potential as an anti-COVID agent. Now, research once again shows zinc's promise for keeping people healthy if they get COVID.

Zinc Twice a Day Treats COVID-19

A team of researchers with Fattouma Bourguiba University Hospital in Tunisia set out to determine zinc's efficacy in treating adults with COVID-19. "Like in many other diseases, regulation of white blood cell production using immuno-nutrition is a novel concept that could be applied to COVID-19," they noted. "Some molecules and nutrients such as zinc play central roles in keeping the function and integrity of the immune system."[9]

They conducted a randomized, double-blind, placebo-controlled trial, during which patients who tested positive for COVID-19 — including 190 outpatients and 280 hospitalized patients[10] — received either oral zinc or a placebo twice daily for 15 days. Those taking zinc had a nearly 40% lower rate of death and admission to the intensive care unit (ICU). They also had shorter hospital stays and cut the number of days needed for their symptoms to resolve.[11]

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The beneficial effects of zinc were seen even in subgroups of patients, including those under 65, people with comorbidities and those who needed oxygen therapy at the start

A Prospective Study of Spontaneous Abortion: Relation to Amount and Source of Drinking Water Consumed in Early Pregnancy

Shanna H. Swan,[1] Kirsten Waller,[1] Barbara Hopkins,[1] Gayle Windham,[1] Laura Fenster,[1] Catherine Schaefer,[2] and Raymond R. Neutra[1]

In 1992, we published four retrospective studies, conducted primarily within a single California county,[1] which found higher spontaneous abortion rates among women who drank more tapwater than bottled water in early pregnancy.[2] The current prospective study extends that investigation to other water systems. Pregnant women from three regions in California were interviewed during their first trimester. Multivariate analyses modeled the amount and type of water consumed at 8 weeks' gestation in each region in relation to spontaneous abortion rate. In Region I, which was within the previous study area, the adjusted odds ratio (OR) comparing high (≥6 glasses per day) consumption of cold tapwater with none was 2.17 [95% confidence interval (CI) = 1.22–3.87]. Furthermore, when women with high cold tapwater and no bottled water consumption were compared with those with high bottled water and no cold tapwater consumption, the adjusted odds ratio was 4.58 (95% CI = 1.97–10.64). Conversely, women with high bottled water consumption and no tapwater had a reduced rate of spontaneous abortion compared with those drinking tapwater and no bottled water (adjusted OR = 0.22; 95% CI = 0.09–0.51). Neither tap nor bottled water consumption altered the risk of spontaneous abortion in Regions II and III. Although controlling for age, prior spontaneous abortion, race, gestational age at interview, and weight somewhat strengthened the association in Region I, the distribution of these confounders did not vary appreciably across regions. This study confirms the association between cold tapwater and spontaneous abortion first seen in this county in 1980. If causal, the agent(s) is not ubiquitous but is likely to have been present in Region I for some time. (Epidemiology 1998;9:126–133)

Keywords: spontaneous abortion, drinking water, tapwater, bottled water.

In 1992, a single issue of this journal reported a series of retrospective studies in which the risk of spontaneous abortion was examined in relation to the source and amount of drinking water consumed during early pregnancy.[1–5] These studies included subjects, residing primarily in a single California county, who became pregnant between 1980 and 1987. Study designs differed (two cross-sectional,[1,5] one case-cohort,[3] and two case-control[4,5]), but all had retrospective assessment of water exposure. The strongest associations were seen in the two cross-sectional studies, in which considerable publicity made subjects aware of the study hypothesis. Data from four studies were consistent with a 10–50% greater risk of spontaneous abortion in women who drank tap (or mostly tap) water compared with those who drank no tapwater.[6] One smaller study in the same county did not find this association, although its power was limited.[3] Two accompanying commentaries[7,8] and a discussion on sources of bias and confounding[9] proposed recall bias as a likely explanation.

The current study was conducted to extend this investigation to a later time period and to different water systems, as well as to eliminate recall bias by using a prospective design. We selected three regions in California, representing a range of water systems, for study. Here, we present region-specific results on spontaneous abortion risk by amount and source of drinking water. No analysis of water constituents or water companies is given here; an analysis of chlorination by-products and spontaneous abortion risk in this dataset is published separately.[10]

Subjects and Methods

Study Regions and Populations

The study population was recruited between January 1990 and September 1991. Collaboration with the Division of Research of the Kaiser Permanente Medical

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Review

Developmental Fluoride Neurotoxicity: A Systematic Review and Meta-Analysis

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BACKGROUND: Although fluoride may cause neurotoxicity in animal models and acute fluoride poisoning causes neurotoxicity in adults, very little is known of its effects on children's neurodevelopment.

OBJECTIVE: We performed a systematic review and meta-analysis of published studies to investigate the effects of increased fluoride exposure and delayed neurobehavioral development.

METHODS: We searched the MEDLINE, EMBASE, Water Resources Abstracts, and TOXNET databases through 2011 for eligible studies. We also searched the China National Knowledge Infrastructure (CNKI) database, because many studies on fluoride neurotoxicity have been published in Chinese journals only. In total, we identified 27 eligible epidemiological studies with high and reference exposures, end points of IQ scores, or related cognitive function measures with means and variances for the two exposure groups. Using random-effects models, we estimated the standardized mean difference between exposed and reference groups across all studies. We conducted sensitivity analyses restricted to studies using the same outcome assessment and having drinking-water fluoride as the only exposure. We performed the Cochran test for heterogeneity between studies, Begg's funnel plot, and Egger test to assess publication bias, and conducted meta-regressions to explore sources of variation in mean differences among the studies.

RESULTS: The standardized weighted mean difference in IQ score between exposed and reference populations was −0.45 (95% confidence interval: −0.56, −0.35) using a random-effects model. Thus, children in high-fluoride areas had significantly lower IQ scores than those who lived in low-fluoride areas. Subgroup and sensitivity analyses also indicated inverse associations, although the substantial heterogeneity did not appear to decrease.

CONCLUSIONS: The results support the possibility of an adverse effect of high fluoride exposure on children's neurodevelopment. Future research should include detailed individual-level information on prenatal exposure, neurobehavioral performance, and covariates for adjustment.

KEY WORDS: fluoride, intelligence, neurotoxicity. *Environ Health Perspect* 120:1362–1368 (2012). http://dx.doi.org/10.1289/ehp.1104912 [Online 20 July 2012]

A recent report from the National Research Council (NRC 2006) concluded that adverse effects of high fluoride concentrations in drinking water may be of concern and that additional research is warranted. Fluoride may cause neurotoxicity in laboratory animals, including effects on learning and memory (Chioca et al. 2008; Mullenix et al. 1995). A recent experimental study where the rat hippocampal neurons were incubated with various concentrations (20 mg/L, 40 mg/L, and 80 mg/L) of sodium fluoride *in vitro* showed that fluoride neurotoxicity may target hippocampal neurons (Zhang M et al. 2008). Although acute fluoride poisoning may be neurotoxic to adults, most of the epidemiological information available on associations with children's neurodevelopment is from China, where fluoride generally occurs in drinking water as a natural contaminant, and the concentration depends on local geological conditions. In many rural communities in China, populations with high exposure to fluoride in local drinking-water sources may reside in close proximity to populations without high exposure (NRC 2006).

Opportunities for epidemiological studies depend on the existence of comparable population groups exposed to different levels of fluoride from drinking water. Such circumstances are difficult to find in many industrialized countries, because fluoride concentrations in community water are usually no higher than 1 mg/L, even when fluoride is added to water supplies as a public health measure to reduce tooth decay. Multiple epidemiological studies of developmental fluoride neurotoxicity were conducted in China because of the high fluoride concentrations that are substantially above 1 mg/L in well water in many rural communities, although microbiologically safe water has been accessible to many rural households as a result of the recent 5-year plan (2001–2005) by the Chinese government. It is projected that all rural residents will have access to safe public drinking water by 2020 (World Bank 2006). However, results of the published studies have not been widely disseminated. Four studies published in English (Li XS et al. 1995; Lu et al. 2000; Xiang et al. 2003; Zhao et al. 1996) were cited in a recent report from the NRC (2006), whereas the World Health Organization (2002) has considered only two (Li XS et al. 1995; Zhao et al. 1996) in its most recent monograph on fluoride.

Fluoride readily crosses the placenta (Ayoob and Gupta 2006; Ericson et al. 1998; Gedalia et al. 1965; Kaji et al. 1989; Kalmar et al. 1996; Pedersen-Bjergaard et al. 1958; Shimizu et al. 1978; Spak et al. 1981; Taylor et al. 1965; Ten Cate et al. 1977; Wang et al. 1980; Zhu et al. 1991) and is found in breast milk (Dabeka et al. 1993; Ekstrand et al. 1977; Ericsson et al. 1963; Spak et al. 1981; Taylor et al. 1965; Ten Cate et al. 1977; Wang et al. 1980). Fluoride exposure to the developing brain, which is much more susceptible to injury caused by toxicants than is the mature brain, may possibly lead to permanent damage (Grandjean and Landrigan 2006). In response to the recommendation of the NRC (2006), the U.S. Department of Health and Human Services (DHHS) and the U.S. EPA recently announced that DHHS is proposing to change the recommended level of fluoride in drinking water to 0.7 mg/L from the currently recommended range of 0.7–1.2 mg/L, and the U.S. EPA is reviewing the maximum amount of fluoride allowed in drinking water, which currently is set at 4.0 mg/L (U.S. EPA 2011).

To summarize the available literature, we performed a systematic review and meta-analysis of published studies on increased fluoride exposure in drinking water associated with neurodevelopmental delays. We specifically targeted studies carried out in rural China that have not been widely disseminated, thus complementing the studies that have been included in previous reviews and risk assessment reports.

Methods

Search strategy. We searched MEDLINE (National Library of Medicine, Bethesda, MD, USA; http://www.ncbi.nlm.nih.gov/pubmed), Embase (Elsevier B.V., Amsterdam, the Netherlands; http://www.embase.com), Water Resources Abstracts (Proquest, Ann Arbor, MI, USA; http://www.csa.com/factsheets/water-resources-set-c.php), and TOXNET (Toxicology Data Network; National Library of Medicine, Bethesda, MD, USA; http://toxnet.nlm.nih.gov) databases to identify studies of drinking-water fluoride and neurodevelopmental outcomes in children. In addition, we searched the China National Knowledge Infrastructure (CNKI; Beijing, China; http://www.cnki.net) database to identify studies published in Chinese journals only. Key

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The authors declare they have no actual or potential competing financial interests.

Fluoride in Drinking Water Increases Toxicity of Aluminum

Posted: July, 2001

In 1994, the New York Times reported a scientific study that revealed that aluminum and fluoride in water could be responsible for the alarming increase in Alzheimer's Disease and senile dementia.

This confirmed the long-held suspicion of environmental writer George Glasser that fluoride has the ability to react with other toxic minerals in drinking water. Serious drug interactions are common in medicine, and for years Glasser has badgered various US government agencies to investigate this specific interaction between fluoride and other substances.

"Aluminum sulfate (alum) is used to clarify drinking water and I could see the possible relationship with Alzheimer's-like dementia," said Glasser. "In 1999, the US Environmental Protection Agency finally reviewed three studies carried out by scientists at Binghamton University in New York. The scientists reported 80% death rates, kidney damage and brain damage in rats exposed to half of one milligram of aluminum fluoride complexes in a liter of drinking water. This is less than half of the amount of fluoride which is added in fluoridation schemes.

Finally, the National Toxicology Program was asked to commission studies to determine the extent of neurotoxic damage from aluminum in drinking water, particularly stressing the fluoride interaction."

Last October, a Report by the National Institutes of Environmental Heath Sciences(NIEHS) acknowledged that fluoride has been observed to have synergistic effects on the toxicity of aluminum.

"I was particularly pleased when the US Environmental Protection Agency report by Urbansky and Schock on the toxicity of lead and fluoride in drinking water confirmed that fluoride complexes with other substances in the water. They also acknowledged that most drinking water contains a substantial amount of fluoro-aluminium complexes. This should be a warning to dentists who hold with the simplistic notion that fluoride only affects teeth and is perfectly safe in drinking water."

According to the NIEHS Report, most water treatment processes result in increased levels of aluminum in the finished drinking water.

It stated that fluoridation will result in aluminum fluoride complexes which will enhance neurotoxicity, or that fluoride itself will enhance uptake and synergise the toxicity of the aluminum.

Other studies have shown that in the presence of fluoride, aluminum leaches out of cookware. Boiling fluoridated tap water in an aluminum pan leached almost 200 parts per million (ppm) of aluminum into the water in 10 minutes.

Leaching of up to 600 PPM occurred with prolonged boiling. Different releases of aluminum depend upon the composition of the pan and the type of food being cooked. Using non-fluoridated water showed almost no leaching from aluminum pans.

Glasser is frustrated that the Report recommended further studies. "There are more than 40,000 studies on fluoride in the scientific literature. How many more do they need? The

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control for years have died within weeks of a stage IV cancer following vaccination.

Molecular biologists examined several vials of the COVID-19 "vaccine" and found thousands of fragments of foreign DNA — most likely from the cells used to grow the virus. This was reported at the time, and the study has been repeated, with new researchers finding the exact same thing: thousands of bits of foreign DNA in each vaccine vial.

They also found a promoter/enhancer gene for the SV40 cancer virus in each of the vials.

Research has demonstrated that DNA fragments from vaccines can be incorporated into a person's DNA and be transmitted to their offspring.

Even the mRNA producing the spike protein (the toxic part of the virus) has been shown to be incorporated into an injected person's DNA, thus producing the deadly spike protein, possibly for a lifetime. That would also enable it to be transmitted to the person's offspring.

'Studies have shown that by the third injection with a COVID vaccine, a person's immune system is virtually destroyed.'

In another comprehensive study based on 325 autopsy studies reported in the medical literature, Dr. James Lyons-Weiler (a friend of mine) along with nine other experts representing many scientific fields looked for a possible connection to the COVID vaccine as a cause of death. They found most of the deaths occurred within one week after getting the injection. The most common cause of death was cardiovascular (49 percent).

The other common causes of death included:

- Hematological (17 percent)
- Respiratory (11 percent)
- Multiple organ system failure (7 percent)

Some 73.9 percent of the deaths (240) were deemed to be secondary to the injection. Three or more organ systems were involved in 21 cases.

The average time between the injection and death was 14.3 days.

Why wasn't the "vaccine" pulled at that point as being too dangerous? In the past, a vaccine — especially if it was a new design — was withdrawn even after a few deaths were reported.

Why did the Centers for Disease Control and Prevention (CDC) do everything in its power to prevent any autopsies from being performed on the deceased? The pathologists were literally screaming to do them.

Autopsies are the best way to discern the various aspects of a new disease or infection.

The refusal to perform autopsies was not caused by a fear that the pathologists would get infected, as none were shown to be linked to autopsying these cases.

In my opinion, there where two reasons for the CDC's decision. First, with the actual infection, they didn't want proof that most of the deaths were caused by the CDC protocol all hospitals were told to follow — not the virus itself. Second, they didn't want anyone having proof that many died as a result of neglect by the hospitals.

With the vaccines the motivation was different. They didn't want proof that these "vaccines" were killing people, though that is exactly what the autopsies showed.

Now we have proof, and we have proof that the authorities and the mainstream media hid the truth about virtually every aspect of this sordid episode.

COQ10 Improves Heart Function

Coenzyme Q10 is a naturally occurring substance found in every cell in the body. Without it, we would all die. Objective studies of cardiac output, stroke volume, ejection fraction, and cardiac index showed improvement with CoQ10 treatment.

Most studies have focused on patients with mild to moderate congestive heart failure, but one found that giving 100 mg of CoQ10 a day to advanced heart failure patients improved symptoms in 82 percent of the patients.

Another finding was equally impressive: Two years after CoQ10 therapy, the survival rate was 62 percent — compared to 25 percent for patients receiving conventional medical treatment.

There is no question that using higher doses — such as 350 mg to 600 mg three times a day — would produce even better results. The best thing about CoQ10 is that there are no side effects; it is completely safe in any amount. ■

soaked in arsenic to protect the wood from insects. Unfortunately, the lumber is often still wet when the arsenic is applied, and workers handling it can become seriously contaminated.

Arsenic is a serious poison that can cause cancer. Safer lumber is soaked in boric acid (borate) instead of arsenic.

The same can be said for termite protection. If the soil making up the foundation is mixed with boric acid, it will kill the termites and protect the house.

Eating organically grown food has been shown to dramatically lower these pesticide residues in children. All vegetable and fruits should be thoroughly washed with a vegetable wash before consuming.

Curing H. Pylori With Natural Compounds

Infection with *Helicobacter pylori* bacteria, which is common around the world, is a common cause for both malignancy of the stomach and ulcers of the duodenum.

It is also considered to be the most common association with gastric lymphoma and adenocarcinoma of the stomach, a fatal disease.

In developing countries, it has been estimated that most children are infected with *H. pylori* by the age of 10. The rate varies in developed countries, but it has been estimated to affect 30 percent of the U.S. population.

The relationship between *H. pylori* and several diseases — including encephalopathy and heart disease — remains controversial. Some people feel that the strain of *H. pylori* is important. Others think the age of infection is what matters.

Most people are infected before age 10, and carry the organism without any effects.

The infection has been shown to be associated with gastric and duodenal ulcers, as well as adenocarcinomas and lymphomas of the stomach. There is a weaker association with:

- Heart disease
- Atherosclerosis
- Diarrhea
- Encephalopathy

Inflammation caused by *H. pylori* accounts for most of its symptoms, especially cases of cancer.

Treatment by a gastroenterologist generally involves prescription of several antibiotics and repeated tests to see if the infection has been eliminated. It can be quite difficult to get rid of an *H. pylori* infection.

In addition to the major problems caused by *H. pylori*, the infection can also lead to iron-deficiency and anemia. That's because the bacteria cause a slow gastric bleeding and utilize iron from the diet and blood.

In addition, *H. pylori* bacteria are encased in a biofilm that protects it against many commonly prescribed antibiotics. Some flavonoids, such as nano-bacopa, work to destroy this biofilm.

Other plant extracts shown to be effective against *H. pylori* include:

- Baicalein
- Nano-Triphala (from One Planet Nutrition)
- Liposomal apigenin
- Nano-berberine
- Liposomal luteolin

Oregano oil also kills the organism and can be mixed with the other plant extracts. It is taken as two capsules with meals.

Meanwhile, nano-curcumin has been found to exercise a twofold effect on *H. pylori* infections, reducing the stomach inflammation caused by the infection, and directly inhibiting the bacteria.

In addition, butyrate promotes healing of the stomach and duodenum.

Update on the COVID 'Vaccines'

Studies have shown that by the third injection with a COVID vaccine, a person's immune system is virtually destroyed. This occurs because a factor called IgG4 is drastically increased by these injections, and IgG4 suppresses immunity.

This explains why so many people who have been "vaccinated" have suffered from multiple bouts with COVID-19 and other infections, including bacterial pneumonia.

It also explains, in part, the emergence of what are called "turbo" cancers — the appearance of fatal, stage IV cancers within weeks or even days of injection. Pathologists all over the world have stated that they've never seen cancers grow this fast (hence the turbo label).

In addition, people who have had their cancer under

SPECIAL REPORT: WATER

Water Everywhere But Not a Lot That's Recycled

Lawyers examining draft policy target liability, standards and accountability

BY LINDA RAPATTONI
Daily Journal Staff Writer

"Just because a human can drink it doesn't mean a fish can swim in it," said Linda Sheehan, a lawyer and the executive director of California Coastkeeper Alliance, standing in front of Lake Merritt in Oakland, which is affected by East Bay Municipal Utility District's water recycling program.

SACRAMENTO — Imagine flipping a switch to spray your lawn with water that you had flushed down the toilet a few months earlier, or filling a drinking glass with water with which you had showered.

Municipal water districts and sellers of recycled water would like to see this kind of thing happen in California, where a growing population and global warming are straining dwindling water supplies.

As state lawmakers began tackling water storage and supply problems in a special session of the Legislature last week, lawyers were examining a draft recycled-water policy at a State Water Resources Control Board workshop.

Attorneys for recycled water suppliers say their chief concern is liability. Lawyers for environmental groups, on the other hand, want to see accountability.

Under current law as interpreted by a couple of court cases, as long as water purveyors comply with the most recent water quality standards, they cannot be held liable for damages for water later found to be unhealthful in *Hartwell v. Superior Court* and *In re Groundwater Cases*.

But under the draft recycled-water policy, providers would face a much tougher standard, strict liability. That kind of liability does not require a showing of negligence or intent to harm.

"In my view, and it is shared by many lawyers who work for water agencies, that is not the law right now, and it is not good policy to have that sort of scheme," said David Aladjem, who specializes in water issues at **Downey Brand** in Sacramento and represents the Association of California Water Agencies.

"If a water district complies with the Department of Public Health standards and they are still liable, that's an expansion of existing liability," Aladjem said. "And it's a liability where you have no idea what will happen in the future. If you were a water district, would you use recycled water if you had any choice? Your answer is no. It's not going to encourage the use of recycled water."

On the other side, Linda Sheehan, a lawyer and executive director of California Coastkeeper Alliance, a nonprofit environmental group advocating for clean water, said the state should be ensuring recycled water doesn't pose health problems years from now.

"Folks generating recycled water want to be able to use it and are frustrated because they want to use it freely," Sheehan said. "We have to make sure it's clean enough for all uses. Just because a human can drink it doesn't mean a fish can swim in it. We don't want to create a problem like MTBE, where we didn't think these things through ahead of time."

MTBE, or methyl-tertiary butyl ether, was added to gasoline in the 1990s to help it burn cleaner and lessen air pollution. Later, it showed up in groundwater.

Sheehan is critical of the draft of the recycling water policy. It focuses only on the drinking uses of recycled water, she said.

One thing water purveyors and most environmentalists agree on: California should recycle more of its water.

"Israel recycles 13 percent of its water, while we recycle just 2 percent," said Jeff Kightlinger, general manager of the Southern California Metropolitan Water District.

The state's Water Code not only recognizes recycled water as a valuable resource but also says failing to use it could be unconstitutional.

Employing potable domestic water for purposes such as irrigating landscaping is an unreasonable use of water prohibited by the Constitution if recycled water is available as an alternative, according to Water Code Section 13550. The water would have to be offered at a reasonable cost and could not be harmful to plants or animals or degrade existing water quality, however.

The state's water agencies recycle 500,000 acre-feet of wastewater annually — almost three times what it did in 1970, according to the California Water Plan, an information and data bank for planning water uses. One acre-foot of water equals 326,000 gallons, enough to provide for two families in a year, according to the Association of California Water Agencies.

The state's goal is to recycle 1 million acre-feet by 2010.

It hopes to expand recycling so that water which is used for non-potable purposes like flushing a toilet or showering can go through three levels of treatment, then be pumped back into the ground for natural filtering.

By establishing statewide guidelines, the state water board hopes to promote more water recycling. Nine regional boards each have their own standards for water sources. Some say that makes it difficult to build new water recycling projects.

"We partnered up with the Upper San Gabriel Valley Water District to take some of the water from Los Angeles County and clean it up," Kightlinger said. "The project took 10 years to get through the process, and it's just watering a couple of parks. It's a very frustrating thing."

He said his agency strongly supports the water board's establishment of "good sound guidelines" encouraging the use of recycled water and helping to avoid jurisdictional battles.

At the same time, California and Texas are the only states in the nation without comprehensive groundwater regulations, according to Environment Now, a nonprofit environmental group.

Sheehan said that as long as new projects don't degrade current groundwater supplies, she's happy with avoiding jurisdictional battles.

Some water system officials believe "those boards with stringent requirements are being too stringent, and they would prefer a statewide consistent policy, meaning not as stringent," she said.

Sheehan thinks the draft recycled-water policy would tie local boards' hands.

"We need a policy that's thoughtful," she said. "We've degraded our existing water quality a lot already."

California Coastkeeper Alliance wants recycled water users to get a federal permit assuring compliance with the Clean Water Act in case recycled water unintentionally runs off into surface water. Recycled water advocates disagree.

"A federal permit kind of stops customers," said Roberta L. Larson, a Sacramento partner with **Somach, Simmons & Dunn**, who represents the Water Reuse Association. "They think, oh, I'm not sure if this really is good water. You're focusing on a nonproblem there for minor amounts of runoff."

The association is a nonprofit group that promotes water recycling, and its members include municipalities, water districts and agencies, federal and state agencies and various individuals.

Of even bigger concern, Larson said, is that a permit violation would open a violator to private-party lawsuits, unlike state law that regulates groundwater uses.

Environmental groups and recycled-water purveyors also disagree on the level of monitoring required to prevent degradation of groundwater. Recycled water has higher salinity levels than potable water.

Environment Now has tried to act as mediator in the dispute, said Josh Basofin, the group's freshwater program manager.

Mark Gold, president of Heal the Bay, said environmentalists were disappointed that the draft policy does not deal with the degradation issue.

"To be largely silent on it is not productive," said Gold, whose group focuses on clean water in Southern California and Santa Monica Bay.

The organization wants to see strict standards to trigger analyses of whether recycled water was degrading local groundwater supplies.

The Water Reuse Association believes that kind of analysis is not needed as long as recycled water users apply the water at proper rates set for the geology, Larson said.

Many of the disputes involve how to look at recycled water — whether it is an alternative supply or a waste product.

"Recycled water is in a no man's land as to what it is exactly," Larson said.

"We're just getting started with water recycling issues," she said. "There's not a lot of case law or litigation to draw from that. But, the more common recycled water becomes, the more there will be disputes."

Continued from page 1

bring with it future building permit stoppages.

Despite this new urgency, the state Senate on Oct. 9 failed to negotiate a unified ballot strategy to plug holes in the delta's delivery system after the debate fell apart along traditional party lines. The failure for now leaves the state without a plan to quickly react to future shortages, in the face of potentially massive threats to the water supply.

A further threat to water security in the state could include a future Wanger ruling on salmon and steelhead that could lead to further restrictions on the amount of water that can be pumped from the delta, said Rex Hime, president and chief executive officer of the **California Business Properties Association.**

Other threats, such as a sudden delta earthquake or the more gradual effects of climate change, also concern Hime.

"I'm not even talking about addressing future growth — we need to maintain our quality of life," he said. "We need new water for environmental purposes, to fix the flows in our streams. We need to mitigate for global warming."

Dam Investment

Preserving that way of life for the 25 million Californians who drink delta water means putting a measure on the ballot to fund infrastructure improvements — and that's where the dam broke during Oct. 9 legislative discussions.

Republicans insist the voters need to be presented with a proposal that includes billions of dollars in funding for new surface storage reservoirs, and the state should pay for the water it releases to meet environmental mandates.

"You cannot solve this problem with just conservation," said Sen. Dave Cox, R-Fair Oaks. "Sooner or later this Legislature has got to take the lead."

Meanwhile, Democrats back a proposal that focuses more on conservation and water recycling, and contains no specific funding for dams. They balked at the high level of state spending for dams that would benefit fewer water users, contending private or local government capital and user fees should be used to fund water projects.

"Who benefits from Sites, or Temperance Flat?" asked Perata, naming dams and reservoirs proposed to be built under the government's plan. "Whoever's going to benefit ought to step up and say, 'We'll give you $2 an acre-foot.'"

Lawmakers needed to agree on a proposal by Oct. 16 to have that proposal appear on the February 2008 ballot. Instead, they have begun work to get two separate initiatives on the ballot, a prospect that worries Hime, who said he wants to see new funding for water storage.

"I can absolutely guarantee you, if there are two water initiatives on the ballot, it will go down to defeat," he said.

Lawmakers can still get a compromise measure on the February ballot, possibly as a supplement to the other measures. Perata said he wants a measure on the ballot to prove to the judge that California is trying to address its water woes. If the legislative attempt fails, the privately supported ballot measures likely would go on the ballot in November 2008, well after this water year comes to a close in September.

Last year's water year closed Oct. 1, ranking as the state's 18th-driest year on record. Department of Water Resources scientists who track precipitation and runoff said water storage in 2006-07 was at 84 percent of normal as of August, and noted that precipitation was at 62 percent of normal.

A dry year could bring a flood of new, potentially harmful legislation, according to Debra Carlton, senior vice president of legislative affairs at the **California Apartment Association.** A water shortage could set the stage for introduction of new development restrictions in California.

"I think we'll probably see more bills limiting water and growth in California," she said.

developers can't construct large projects unless they prove there's sufficient water available. Past measures sought to apply those restrictions to smaller projects or other types of development than those covered by the law, she said.

One bill pending in the Legislature, Senate Bill 821, by Sen. Sheila Kuehl, D-Santa Monica, originally applied the water provisions to smaller subdivisions, but was amended to require state researchers to study whether to apply the measure to smaller subdivisions. Debate over the matter could restart when the California Legislature reconvenes in January 2008.

Kuehl also wrote the 2001 law, Senate Bill 221, which requires assessment of water supply before the construction of residential projects larger than 500 dwelling units.

SB221 in turn could provide new fodder for entitlement-process challenges to these large-scale developments during the current water shortage, according to Ray E. McDevitt, partner in the public agency section at **Hanson, Bridgett, Marcus, Vlahos & Rudy LLP.** Under the terms of SB221, local jurisdictions assess whether they have sufficient water to meet residential needs.

Project opponents may begin challenging the adequacy of these water assessments, according to McDevitt, who has helped agencies craft their assessments. The water shortage could prompt challenges to new projects, in addition to the usual California Environmental Quality Act challenges to the adequacy of a projects' environmental-impact assessment. The assessments also could lead to challenges from developers, the attorney predicted, as more and more communities tell the developers they don't have enough water.

"There's no doubt there will be friction," he said.

But courts traditionally have sided with the local governments in these types of cases — just as they historically have protected jurisdictions' right to institute building moratoria in the event of a water shortage, he said.

"Courts are more likely to side with the analysis if it was done right," he said.

Climate Change Water Bill Return Likely

As McDevitt readies his defense, Assemblywoman Lois Wolk, D-Davis, plans to reintroduce legislation requiring consideration of climate change in all water supply and water quality planning. Wolk also expects to propose streamlining delta oversight, an idea that could lessen regulatory red tape in the Sacramento and San Joaquin areas.

"I want to take a second look at governance in the delta," she said. "There are 220 agencies with some oversight there."

However, Wolk said she was not taking up an effort by environmentalists to mandate CEQA consideration of a project's emissions on water quality. Her measure only is supposed to set mandates for water agencies, not for projects.

The CEQA idea was suggested by Planning and Conservation League activists during a September joint State Water Resources Control Board and DWR meeting on climate change. Proposed in a Sept. 13 letter by Matthew Vander Sluis, PCL's climate change program manager, the idea could add a new facet to current CEQA discussions.

"[Water boards] should ensure that the environmental review includes alternatives analysis of various pollution prevention measures and compares the greenhouse gas emissions associated with each alternative," the activist wrote.

As state-level debates continue to unfold, advocates continue to seek new federal investment.

"We must renew federal investment in our nation's vital water and wastewater infrastructure, or risk reversing the public health, environmental and economic gains of the past three decades," Patrick J. Natale, executive director of the **American Society of Civil Engineers**, told Congress Sept. 18.

— E-mail Colleen_Flannery@DailyJournal.com

Legal Clouds Ahead for Water Users

Legislation, litigation pose development threats

BY COLLEEN FLANNERY
CREJ Staff Writer

With water rationing a possibility due to recent court rulings restricting delta conveyance, the coming year brings a wash of worry for delta-dependent water users and developers of large-scale projects.

It also brings new uncertainties on the legislative front, with a key 2008 vote looming, and a coming tide of potential legislation and litigation that could shape the state's water future for decades, lobbyists, lawmakers and lawyers say.

For many in the industry, early worries surfaced long ago in the form of client demands that building designs maximize water efficiency, according to Jeffrey Heller, president of **Heller-Manus Architects** in San Francisco.

"There's real fear out there," he said.

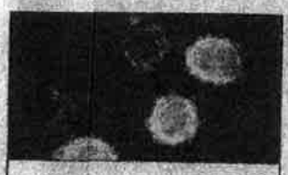
AP PHOTO/ERIC RISBERG

But water-sensitive building designs alone can't cure the delta, which provides water to about 25 million Californians. Visualizing themselves as architects of a potential solution, lawmakers and lobbyists — including representatives of the commercial building and multifamily sectors — are scrambling to fund billions in needed improvements.

The state's water future looks especially bleak after a September order from U.S. District court Judge Oliver Wanger cut back delta pumping, which the judge said endangers the delta smelt. The order has prompted several water agencies to warn of potential customer cutbacks.

"There could be, beginning as early as 2008, water rationing going on," said Senate President pro Tempore Don Perata, D-Oakland, who warned that rationing could

See STORM, page 9



COVID-19 in the Northwest

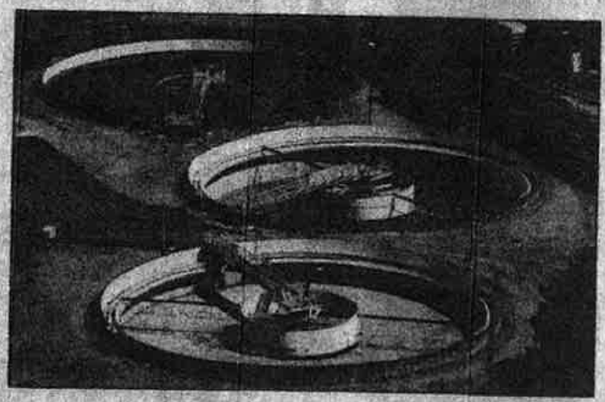
Number of confirmed cases and deaths as of Wednesday afternoon, with the change from the previous report:

	Cases	Deaths
Clark County	395	24
Change	2	0
Washington	17,512	975
Change	182	13
Oregon	3,416	134
Change	58	4

SOURCES: State and local health departments, National Institutes of Health photo

Wastewater may hold COVID-19 clues

Vancouver part of pilot program that could supplement existing data on virus



The Columbian files

The city of Vancouver Westside Wastewater Treatment Plant, seen in July, is one of two local wastewater treatment facilities collecting samples of wastewater to send for testing for signs of the coronavirus.

By CALLEY HAIR
Columbian staff writer

The prevalence of COVID-19 in Vancouver is now being tracked through a pilot program in which samples of wastewater are collected and tested for signs of the novel coronavirus.

Staff at the Marine Park and Westside wastewater treatment facilities are collecting sewage samples weekly. The samples are then sent to a laboratory at Arizona State University, where researchers test the city's influent for fragments of the virus's genetic information.

The conclusions that can be drawn from this information have their limitations, according to a statement released by the city earlier this week. Wastewater-based epidemiology is still a relatively new science, and traces of the virus in the city's sewer systems provide only a big-picture

WASTEWATER, Page A2

Wastewater

From Page A1

snapshot of the region.

But participation in the program could help the city determine the concentration of the virus in the community, including among people who are infected but do not present symptoms. The data will be used to supplement the metrics already tracked by Clark County Public Health.

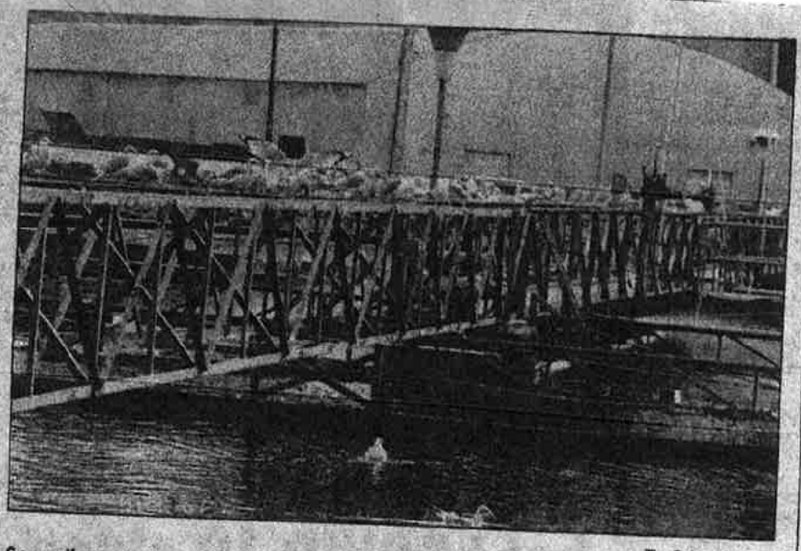
Vancouver is one of about a dozen cities across the country participating in the program through its wastewater facilities operator, Jacobs.

"It's very straightforward and simple," Frank Dick, the city's wastewater engineering supervisor, wrote in an email to The Columbian.

"Jacobs staff at city facilities, in the course of collecting daily influent samples, once a week will fill an additional half-liter sample container, label and seal it, and send it off to the ASU laboratory via qualified carriers," Dick wrote. "The sample is a community-wide representation."

According to an Arizona State University study published in Science of the Total Environment, wastewater-based epidemiology mines sewage samples for vital clues about human health. That applies to the coronavirus but also to other ailments that leave traces in human waste — drug use, diabetes and obesity, among others.

The Arizona State University lab uses a process called polymerase chain reaction testing in order to identify fragments of virus-associated RNA, the ribonucleic acid that carries the virus's genetic information.



The Columbian files

Seagulls congregate on a structure at the Westside Water Reclamation Facility, just off west Mill Plain Boulevard in Vancouver.

"Our results show that exclusive reliance on testing of individuals is too slow, cost-prohibitive and in most places, impractical, given our current testing capacity," Rolf Halden, one of two researchers who published the study, told Science Daily. "However, when preceded by population-wide screening of wastewater, the task becomes less daunting and more manageable."

In Vancouver, the pilot program will continue for at least a month, possibly longer, according to the city's media release. The gathered data will be shared with local public health officials.

Brent Bremmer, the director of product communications at Jacobs, said the company is still figuring out how and when that data will be released.

"The format and time frame for data sharing is not yet established as sample collection and data gathering has just begun at most sites involved in the study," Bremmer said.

Jacobs operates nearly 100 wastewater facilities across the country, including the two in Vancouver. The city is one of 11 municipalities participating in the pilot program, though more are expected to join in.

Vancouver's sewer service area encompasses all but a small north-central sliver of the city. It also includes a few portions of the county's regional wastewater district along the city's northern border.

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Stew Peters : Dr Bryan Ardis
Watch the Water

San Francisco Chronicle A5

SUNDAY, OCTOBER 31, 2004

EPA plan to study pesticides' effect on kids spurs backlash within agency

Poor families may join just to get the perks, staff fears

By Juliet Eilperin
WASHINGTON POST

WASHINGTON — An Environmental Protection Agency proposal to study young children's exposure to pesticides has sparked a flurry of internal agency protests, with several career officials questioning whether the survey will harm vulnerable infants and toddlers.

The EPA announced this month that it was beginning a two-year investigation, partially funded by the American Chemical Council, of how 60 children in Duval County, Fla., absorb pesticides and other household chemicals. The chemical industry funding initially prompted some environmentalists to question whether the study would be biased, and some rank-and-file agency scientists are now questioning whether the plan will exploit financially strapped families.

In exchange for participating for two years in the Children's Environmental Exposure Research Study, which involves infants and children up to age 3, the EPA will give each family using pesticides in their home $970, some children's clothing and a camcorder that parents can keep.

EPA officials in states such as Georgia and Colorado sent e-mail messages to each other last week suggesting the study lacked safeguards to ensure that low-income families would not be swayed into exposing their children to hazardous chemicals in exchange for money and high-tech gadgetry. Pesticide exposure has been linked to neurological problems, lung damage and birth defects.

Suzanne Wuerthele, the EPA's regional toxicologist in Denver, wrote to her colleagues on Wednesday that after reviewing the project's design, she feared poor families would not understand the dangers associated with pesticide exposure.

"It is important that EPA behaves ethically, consistently, and in a way that engenders public health. Unless these issues are resolved, it is likely that all three goals will be compromised, and the agency's reputation will suffer," she wrote in an e-mail obtained by the Washington Post. "EPA researchers will not tell participants that using pesticides always entails some risk, and not using pesticides will reduce that risk to zero."

Troy Pierce, a life scientist in the EPA's Atlanta-based pesticides section, wrote in a separate e-mail: "This does sound like it goes against everything we recommend at EPA concerning use of (pesticides) related to children. Paying families in Florida to have their homes routinely treated with pesticides is very sad when we at EPA know that (pesticide management) should always be used to protect children."

Linda Sheldon, acting administrator for the human exposure and atmospheric sciences division of the EPA's Office of Research and Development, said the agency would educate families participating in the study and inform them if their children's urine showed risky levels of pesticides. She said it was crucial for the agency to study small children, because so little is known about how their bodies absorb harmful chemicals.

"We are developing the scientific building blocks that will allow us to protect children," Sheldon said, adding that the study design was reviewed by five independent panels of academics, officials of the Centers for Disease Control and Prevention, and representatives of the Duval County Health Department.

Families can remain in the study, even if they stop using pesticides, Sheldon said, as long as they were using them before the experiment started. It was unlikely that any family would volunteer for the study out of financial need, she added, because researchers will require parents to invest time in monitoring their children's activities and diet.

"Nobody can go into this study just for that amount of money," Sheldon said.

R. Alta Charo, a professor of bioethics at the University of Wisconsin at Madison's law and medical schools who co-wrote a National Academy of Sciences report last year on the use of pesticides for research, said EPA officials were struggling with how to balance the need to protect the individual child's interests against the goal of pursuing a broader scientific agenda. While she said the agency's approach was reasonable, Charo said it does raise ethical questions.

"Where is the line between enticement and a godfather offer" that impoverished families would find hard to refuse? Charo said. "That is really troubling. We make these decisions over and over in public policy. This is one of those moments."

Several EPA officials, all of whom asked not to be identified for fear of retaliation, also questioned why the agency removed the study design and its recruitment flyer from the EPA's Web site once some scientists started to complain about the project. Sheldon said the agency is rewriting how it portrays the research.

"We removed it so we could modify it, so it would make more sense," she said.

EPOCH TIMES Dec 9-15 2010

How to Protect Yourself Against Cancer With Food

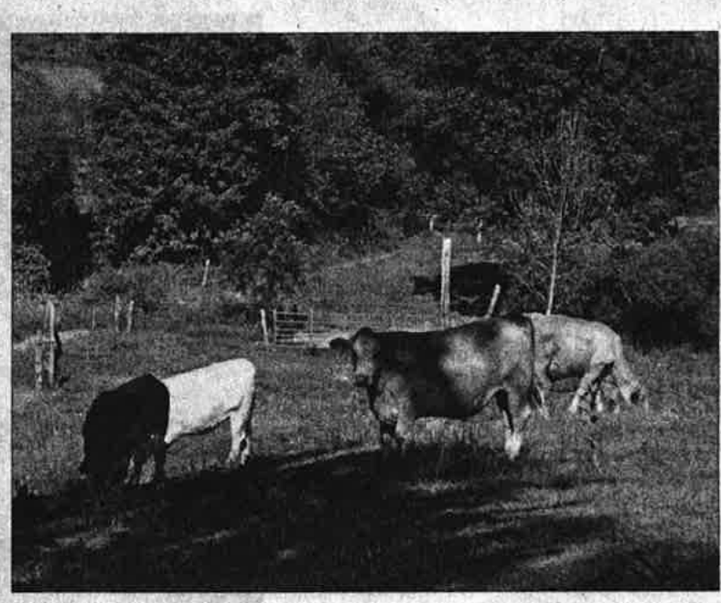
The Weston A. Price Foundation

Once a rare disease, cancer is now widespread, affecting as much as one-third of the population. The rise in cancer in the West has paralleled the rise in factory farming and the use of processed foods containing vegetable oils and additives.

Orthodox methods for treating cancer (radiation and chemotherapy) do not prolong life. The best approach to cancer is prevention.

Traditional diets, containing animal and plant foods farmed by nontoxic methods, are rich in factors that protect against cancer. Many of these protective factors are in the animal fats.

Vegetarianism does not protect against cancer. In fact, vegetarians are particularly prone to cancers of the nervous system and reproductive organs.



RANGE-FED CATTLE: A good source of conjugated linoleic acid, a cancer-preventing fat. LOUISE MCCOY/THE EPOCH TIMES

CANCER PROTECTION

These nutrients in whole foods are known to protect against cancer:

Vitamin A. Strengthens the immune system. Essential for mineral metabolism and endocrine function. Helps detoxify. True vitamin A is found only in animal foods such as cod liver oil; fish and shellfish; and liver, butter, and egg yolks from pasture-fed animals. Traditional diets contained 10 times more vitamin A than the typical modern American diet.

Vitamin C. An important antioxidant that prevents damage by free radicals. Found in many fruits and vegetables but also in certain organ meats valued by primitive peoples.

Vitamin B6. Deficiencies are associated with cancer. Contributes to the function of over 100 enzymes. Most available from animal foods.

Vitamin B12. Deficiencies are associated with cancer. Found only in animal foods.

Vitamin B17. Protects against cancer. Found in a variety of organically grown grains, legumes, nuts, and berries.

Vitamin D. Required for mineral absorption. Strongly protective against breast and colon cancer. Found only in animal foods such as cod liver oil, lard, shellfish, butterfat and organ meats from grass-fed animals, and egg yolks from grass-fed animals. Traditional diets contained 10 times more vitamin D than the typical modern American diet.

Vitamin E. Works as an antioxidant at the cellular level. Found in unprocessed oils as well as in animal fats like butter and egg yolks.

Conjugated Linoleic Acid (CLA). Strongly protective against breast cancer. Found in the butterfat and meat fat of grass-fed ruminant animals.

Cholesterol. A potent antioxidant that protects against free radicals in cell membranes. Found only in animal foods.

Minerals. The body needs generous amounts of a wide variety of minerals to protect itself against cancer. Minerals like zinc, magnesium, and selenium are vital components of enzymes that help the body fight carcinogens. Minerals are more easily absorbed from animal foods.

Lactic Acid and Friendly Bacteria. Contribute to the health of the digestive tract. Found in old-fashioned lacto-fermented foods.

Saturated Fats. Strengthen the immune system. Needed for proper use of the essential fatty acids. The lungs cannot function without saturated fats. Found mostly in animal foods.

Long-Chain Fatty Acids. Arachidonic acid (AA), eicosapentaenoic acid (EPA), and docosahexaenoic acid (DHA) help fight cancer on the cellular level. They are found mostly in animal foods such as butter, organ meats, cod liver oil, and seafood.

Co-enzyme Q10. Highly protective against cancer. Found only in animal foods.

CARCINOGENIC

These compounds in processed foods can cause cancer:

Trans Fatty Acids. Imitation fats in shortenings, margarines, and most commercial baked goods and snack foods. Strongly associated with cancer of the lungs and reproductive organs.

Rancid fats. Industrial processing creates rancidity (free radicals) in commercial vegetable oils.

Omega-6 Fatty Acids. Although needed in small amounts, an excess can contribute to cancer. Dangerously high levels of omega-6 fatty acids are due to the overuse of vegetable oils in modern diets.

MSG. Associated with brain cancer. Found in almost all processed foods, even when "MSG" does not appear on the label. Flavorings, spice mixes, and hydrolyzed protein contain MSG.

Aspartame. Imitation sweetener in diet foods and beverages. Associated with brain cancer.

Pesticides. Associated with many types of cancer. Found in most commercial vegetable oils, fruit juices, vegetables, and fruits.

Hormones. Found in animals raised in confinement on soy and grains. Plant-based hormones are plentiful in soy foods.

Artificial Flavorings and Colors. Associated with various types of cancers, especially when consumed in large amounts in a diet of junk food.

Refined Carbohydrates. Sugar, high fructose corn syrup, and white flour are devoid of nutrients. The body uses up nutrients from other foods to process refined carbohydrates. Tumor growth is associated with sugar consumption.

Source: westonaprice.org/modern-diseases/cancer/578-how-to-protect-yourself-against-cancer-with-food.html

COPY AND PASS ON

By Thomas H. Maugh II Times Staff Writer

Texas researchers have found a possible link between autism and mercury in the air and water.

Studying individual school districts in Texas, the epidemiologists found that those districts with the highest levels of mercury in the environment also had the highest rates of special education students and autism diagnoses.

The study does not prove that mercury causes autism, cautioned the lead author, Raymond F. Palmer of the University of Texas Health Science Center in San Antonio, but it provides a "provocative" clue that should be further investigated.

"Mercury is a known neurotoxin," said Dr. Isaac Pessah of UC Davis' MIND Institute, who was not involved in the study. "It's rather intriguing that the correlation is so positive," meaning that there was a strong, direct relationship between mercury and autism levels. "It makes one worry."

California has the highest environmental burden of mercury of any state in the country, and it also has what appears to be the highest rate of autism as well — although some critics attribute this perceived high rate to enhanced surveillance associated with the state's special education program.

Autism is a severe developmental disorder in which children seem isolated from the world around them. There is a broad spectrum of symptoms, but the disorder is marked by poor language skills and an inability to handle social relations.

The incidence of autism has grown dramatically over the last two decades, from about one in every 2,000 children to as high as one in every 166. Researchers have been hard-pressed to explain the increase, but many believe mercury to be the culprit.

The purported link between autism and mercury has been a subject of intense debate. In the past it has centered primarily on the mercury-containing preservative thimerosal, which was once widely used in vaccines.

Many parents have argued that thimerosal causes autism because their children seemed to develop the neurological disorder shortly after they received childhood vaccinations.

That link has been largely discredited, and researchers are beginning to look at the potential effects of the metal from other sources.

Mercury is routinely released from power plants burning fossil fuels, and it spreads widely in air and water. Much of the fish consumed in some regions is contaminated with mercury. In California, gold mining was a big mercury source, and there are many mercury hot spots near mines and downstream, such as in Clear Lake.

In the new study, Palmer and his colleagues used Environmental Protection Agency (news - web sites) data about the release of mercury in 2001 in Texas' 254 counties and correlated that with the number of special education cases and autism diagnoses in the 1,200 school districts. Texas is fourth in the amount of mercury released into the environment annually, trailing California, Oregon and West Virginia.

The study, which will appear in the journal Health & Place, found that for every 1,000 pounds of mercury released into the environment, there was a 43% increase in special education services and a 61% increase in the autism rate.

The exception to the rule was Brewster County, which had a high autism rate but did not report significant mercury levels to the EPA. When Palmer investigated, however, he found that the county had been home to one of the largest mercury mines in the nation.

"Perhaps [the mercury] just stays in the environment forever. We don't know," Palmer said.

More work will be required to determine whether mercury is the agent that causes the disorder. Palmer is expanding his studies to look for historical correlations — attempting to determine, for example, if increases in the rate of autism over time can be associated with increases in mercury release.

Dr. Irva Hertz-Picciatto and her colleagues at the MIND Institute, meanwhile, have begun a potentially more definitive study in which they are measuring the levels of mercury and other toxic metals, such as cadmium and lead, in children with autism to see if they are higher than in healthy children. Results will be available in a couple of years.

Full Coverage
More about Pollution

Related News Stories
- Amid rising concern about mercury, EPA sets new rules at Christian Science Monitor (Mar 16, 2005)
- Mercury emission cuts set at Philadelphia Inquirer (reg req'd) (Mar 16, 2005)
- New Rules Set for Emission of Mercury at The New York Times (reg. req'd) (Mar 16, 2005)

Opinion & Editorials
- Wrong way on mercury at Albany Times Union (Mar 16, 2005)
- Mercury: EPA's new rules fall short; Michigan can do better at Detroit Free Press (Mar 16, 2005)

Feature Articles
- To spray or not to spray? at San Francisco Chronicle (Mar 15, 2005)
- Andean villagers seek American justice at San Francisco Chronicle (Mar 14, 2005)

Related Web Sites
- EDF Chemical Scorecard
- United Nations Environment Programme
- U.S. Environmental Protection Agency

How to Help
- Network for Good : Air Pollution
- Network for Good : Water Pollution

News Resources
Providers
- AP
- Reuters
- AFP
- washingtonpost.com
- USATODAY.com
- CSMonitor.com

Staff Report: 096-25

To: Mayor and City Council
From: City Manager
Date: May 12, 2025

Subject
Bid Award - 2025 Resurfacing Project - ITB 25-20

Key Points

- The City maintains approximately 1,900 lane miles of streets in its system.
- The City's annual resurfacing and preventive maintenance contracts are the primary way that the streets get curb-to-curb work done on them.
- City maintenance crews do not have the capacity to do this amount of paving work during the paving season.

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

Present Situation
The 2025 Resurfacing Project is being constructed as part of the Pavement Management program. This project involves paving with hot mix asphalt on corridors and residential streets at various locations throughout the City. This year's pavement management program includes two separate resurfacing contracts. A total of 18 lanes miles of street would be paved under those contracts. These contracts include the "2025 Resurfacing Project" and the "W Fourth Plain Blvd NHS Resurfacing Project". This staff report is only for the 2025 Resurfacing Project. The second paving project will be presented in a future staff report.

The attached vicinity map shows where streets would be paved. The project includes paving streets in Rose Village, Vancouver Heights, and Oakbrook neighborhoods. Old Evergreen Highway would be paved from Southeast 164th Avenue to the City limits.

On April 22, 2025, the City received three bids for the subject project. The bids ranged from $3.34 to $4.07 million dollars. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	**AMOUNT**
Granite Construction Company, Vancouver, WA	$3,344,355.00
Lakeside Industries, Vancouver, WA	$3,436,444.00
Western United Civil Group, Yacolt, WA	$4,066,883.50
Engineers Cost Estimate	$3,600,000.00

There is a minimum apprenticeship goal of 15% of the utilized labor hours for this project. The project includes a $6,000 incentive for meeting or exceeding the minimum utilization hours. Granite Construction Company, Vancouver, WA has submitted an Apprenticeship Utilization Plan to meet or exceed this goal by using approximately 324 hours of apprentice time of the estimating a total of 2,118 applicable labor hours for the project.

Advantage(s)

1. Would result in new pavement on approximately 18 lane miles on City streets protecting the City's investment in its street network.
2. Would reduce higher future maintenance costs on City streets.
3. Would follow through on commitments and improve neighborhood livability.

Challenge(s)

1. Neighborhood residents, businesses and local traffic will be inconvenienced during the construction period along the corridors; however, the construction duration is short and lane closures will be limited, which will minimize the temporary inconvenience.
2. Construction will generate noise and dust in the work areas. To mitigate for noise, the contractor will be required to comply with a noise variance for night time work. The contractor will also be required to implement a dust control and erosion control strategy at all locations.

Budget Impact

The project is funded through the Pavement Management Program ($3,344,355.00). Sufficient funds are budgeted to construct the project.

Prior Council Review

None

Action Requested

On May 12, 2025, award a construction contract for the 2025 Resurfacing Project to the lowest responsive and responsible bidder, and authorize the City Manager or designee to finalize and execute a contract with Granite Construction Company, Vancouver, Washington, at their bid price of $3,344,355, which includes Washington State sales tax.

Staff Contact

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

Attachments:

1. Contract
2. Vicinity Map

CONSTRUCTION CONTRACT # C-101961
ITB 25-20: 2025 Resurfacing Project

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 Granite Construction Company, 16821 SE McGillvray Blvd, Suite 210B, Vancouver, WA 98683 (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. 25-20 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 improvement of streets within the City of Vancouver including pavement repairs, planing of roadways, paving of existing roads, minor utility adjustments, and temporary striping and other work, all in accordance with the attached Contract Plans, these Contract Provisions and the Standard Specifications.

   The Contract Work shall be Physically Complete within 60 Working Days from the Notice to Proceed.

   The following intermediate milestones shall be met:

   - **Paving work shown on sheets C04 to C14 shall be physically complete by August 27, 2025.**

- **Striping and sign work shown on sheets SS04 to SS12 shall be physically complete by September 10 , 2025.**

Installation of speed tables and cushions shown on sheets C01 to CO3, and striping shown on SS01 to SS03 shall not begin September 15, 2025, unless authorized otherwise by the Engineer.

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) $3,344,355.00 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

COVERAGE	LIMITS OF LIABILITY
Disease Policy Limit Each Claim Annual Aggregate	$1,000,000 $1,000,000 $2,000,000
IV. Pollution Legal Liability	
Each Claim Annual Aggregate	$1,000,000 $2,000,000

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: For the Contractor:

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

Paul Harding
Granite Construction Company
16821 SE McGillvray Blvd, Suite 210B
Vancouver, WA 98683
bid.vancouver@gcinc.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

Lon Pluckhahn, City Manager

Date

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

CONTRACTOR:
Granite Construction Company

Signature

Printed Name /Title

Date

2025 RESURFACING PROJECT
03/13/2025
City of Vancouver
Public Works
JOB NUMBER
PRJ072825
FILE NAME: G SHEETS.DWG
DATE: MARCH 2025
DESIGNED BY:CS
DRAWN BY:CS
CHECKED BY:CS
APPROVED BY:RM
SCALE:
HORIZONTAL: NO SCALE
VERTICAL:
DATE No.
REVISIONS
Know what's below.
Call before you dig.
811
COLUMBIA RIVER
Vicinity Map
NO SCALE
I:\PROJECTS\ACTIVE PROJECTS\072825 - 2025 PAVEMENT MANAGEMENT PROJECTS\2. 2025 RESURFACING\PS&E\SHEETS\G SHEETS.DWG 3/12/2025

Staff Report: 097-25

To: Mayor and City Council
From: City Manager
Date: May 12, 2025

Subject

Contract Amendment - Professional Services Agreement with Home Electrification and Appliance Rebates Program - C-101758

Key Points

- The Washington Department of Commerce awarded the City of Vancouver $1,321,551 in funding for the HEAR Program in 2024 to provide energy efficient upgrades to small businesses and homeowners with low to moderate income.
- The Vancouver City Council approved an initial professional services contract with the Northwest Native Chamber to administer the program.
- The Department of Commerce offered the City an additional $158,522 in HEAR program funding, the City executed an amendment for this funding with the state on February 3, 2025.
- The City plans to award this additional funding to the Northwest Native Chamber contract.

Strategic Plan Alignment

Housing and Human Needs – meeting basic needs and partnering with organizations to support the community.

Economic Opportunity – a place where a wide variety of businesses of all sizes grow and thrive.

Climate and Natural Systems – environmental stewardship and efforts to address climate change to ensure a sustainable future.

Present Situation

In April 2024, the City applied for the State's Home Electrification and Appliance Rebate (HEAR) Program. The program provides Climate Commitment Act funding for rebates and incentives to households and small businesses to purchase and install high-efficiency electric equipment and appliances. Eligible HEAR equipment includes heat pumps, cooking equipment, heat pump water heaters and clothes dryers and may include electrical panels or wiring if necessary. HEAR funding is targeted to households at 80% area median income or below, with some flexibility for households with income up to 100% AMI. The funding may also provide eligible equipment or rebates to small businesses with fewer than 50 employees. All households and businesses must be located within the City of Vancouver.

The City of Vancouver initially received $1,321,551 in funding for the HEAR Program. The City subsequently issued RFP #46-24 on August 8, 2024. The Northwest Native Chamber (NWNC), in partnership with the Hispanic Metropolitan Chamber (HMC), were the successful applicants and awarded Professional Services Agreement C-101758, in the amount $1,071,551 to execute the HEAR program. The remaining $250,000 was used for electrification projects for eligible homeowners who applied through the City's Homeowner Rehabilitation program.

The Department of Commerce notified the City of additional available HEAR funding in October 2024. The City accepted this funding and executed an amendment with the state for an additional $158,522. The City is now requesting an amendment to the Professional Services Agreement C-101758 with Northwest Native Chamber, to increase their funding from $1,071,551 to $1,230,073.

Advantage(s)
Will serve additional households with low to moderate income and small businesses in Vancouver by providing rebates for energy efficient equipment and appliances, leading to greater sustainability and lower utility costs.

Challenge(s)
None

Budget Impact
The 2025-2026 budget includes $1,213,034 with an additional $264,964 being requested in the 2025 Spring Supplemental process for carryforwards and the new amendment.

Prior Council Review
September 16, 2024- Approval of the initial Professional Services Agreement C-101758

Action Requested
On Monday, May 12, 2025, approve a contract amendment authorizing the City Manager, or designee, to finalize and execute the same.

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

Attachments:
1. 1st Amended Contract #C-101758
2. Original Contract #C-101758

SERVICE AGREEMENT #C-101758
AMENDMENT No. #1
Administration of the HEAR Program

This Amendment amends the Professional Services Agreement number C-101758 by and between the City of Vancouver, hereinafter referred to as "City", and Oregon Native American Chamber hereinafter referred to as "Contractor", whose address is Address for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by $158,522.00 to a revised authorized amount of $1,230,073.00.

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

CITY OF VANCOUVER
A municipal corporation

Lon Pluckhahn, City Manager

Date

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

CONTRACTOR:
Oregon Native American Chamber

Signature

Printed Name /Title

Date

Docusign Envelope ID: DD21F219-2B35-415A-A4A1-382A7BAA7B90

CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-101758

This Services Agreement (hereinafter referred to as the "Agreement") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington, (hereinafter referred to as the "City") and Northwest Native Chamber (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the "parties" or individually as a "party".

WHEREAS, the City desires to engage the Contractor to perform services as described in this Agreement; and

WHEREAS, the City advertised and issued a Request for Proposal, numbered 46-24 (hereinafter referred to as the "solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor be capable of performing the required services; and

WHEREAS, the Contractor represents by entering into this Agreement that it is fully qualified to perform the services described herein in a competent and professional manner, and to the full satisfaction of the City.

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

1. **SCOPE OF WORK:** The Contractor agrees to provide the City all services and materials set forth in the scope of work identified in Attachment "A", *and as further described in the City's solicitation, and the Contractor's responsive proposal to the City's solicitation, (collectively referred to herein as the "work") which are each incorporated herein by this reference, and made a part of this Agreement as if fully set forth herein.*

   All work must be authorized and approved by the City's Project Manager before any work can begin. The Contractor shall approach each project in a manner consistent with its usual customary business practices. The Contractor shall actively seek collaborative input from City staff.

Docusign Envelope ID: DD21F219-2B35-415A-A4A1-382A7BAA7B90

2. **COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed $ 1,071,551.00 USD.

   This payment shall be maximum compensation for the work and for all labor, materials, supplies, equipment and incidentals necessary to complete the work as set forth herein, and it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment.

   Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended in writing. The City requires the Contractor to complete the work stated within the number of hours stated for each task, and/or sub-task, or the lump sum amount. If compensation is made on an hourly basis and the work requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If the Contractor underestimated the number of hours required to perform the work, the Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

   Travel expenses are limited to airfare, or mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. The Contractor is solely responsible for its staff's travel time, including travel to and from the City of Vancouver. The City will reimburse only pre-approved miscellaneous Contractor expenses at-cost upon submission of receipts to City.

   During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

3. **PAYMENT FOR CONTRACTOR SERVICES**: The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net thirty (30) days.

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The City reserves the right to correct any invoices paid in error. The Contractor shall be paid according to the rates set forth in Attachment "B", incorporated herein by this reference, and made a part of this Agreement as if fully set forth herein.

City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract/purchase order (PO) number given on the notice to proceed **must** be referenced on any invoice submitted for payment.

4. **TERM OF AGREEMENT**: The term of this Agreement shall commence on September 23, 2024 and continue until September 22, 2025. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.

5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.

6. **RELATION OF PARTIES**: The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.

7. **SUBCONTRACTING**: The City does not permit subcontractors for the work performed under this Agreement. The Contractor shall not subcontract for the performance of any work under this Agreement without prior written permission of the City.

8. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.

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9. **DELAYS AND EXTENSIONS OF TIME:** If the Contractor is delayed at any time in the progress of the work covered by this Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by the Contractor and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.

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

11. **TERMINATION FOR PUBLIC CONVENIENCE**: The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

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

12. **TERMINATION FOR DEFAULT:** If the Contractor defaults by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule or ordinance applicable to this Agreement, or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere.

    If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

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If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for public convenience paragraph herein.

13. **OPPORTUNITY TO CURE:** The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and it's sureties for said breach or default, including but not limited to termination of this Contract for convenience.

14. **COMPLIANCE WITH THE LAW:** The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.

15. **CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor, at no expense to the City, shall be responsible to obtain all necessary licenses, permits, and similar legal authorizations required to perform the work associated with this Agreement. The Contractor will be required to hold a city business license if working within Vancouver city limits. The Contractor shall apply for city license via the State of Washington Department of Revenue (DOR), Business Licensing Service (BLS) website. For application assistance, contact DOR BLS at 360-705-6741. For more information about city business license regulations and fees, visit the City's website or call 360-487-8410 option 3.

16. **LIABILITY AND HOLD HARMLESS:** The Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 Revised Code of Washington (RCW), except to the extent that such liability arises from the concurrent negligence of both the City and

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the Contractor, such costs, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. The Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. The Contractor is an independent contractor and responsible for the safety of its employees.

17. INSURANCE: The Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

All liability insurance required herein shall be under a Comprehensive or Commercial General Liability and business policies.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$1,000,000
General Aggregate Per Occurrence	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability	$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in performance of the services required under this agreement.	
Combined Single Limit	$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
Each Claim	$1,000,000
Annual Aggregate	$1,000,000

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

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

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

c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.

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

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

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

All policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

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

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

For the Contractor:
James Parker
Northwest Native Chamber
4445 SW Barbur Blvd Ste 105
Portland OR 97239
Email: jparker@nwnc.org

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Either party may change the designated contact or any information listed above by giving advance notice in writing to the other party.

19. **AMENDMENTS:** All changes to this Agreement, including changes to the scope of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.

20. **SCOPE OF AGREEMENT**: This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

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

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

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

24. **PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business

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days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.

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

26. **NONDISCRIMINATION**: The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

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

CITY OF VANCOUVER
A municipal corporation

DocuSigned by:
55D2166E007B430...
Lon Pluckhahn, City Manager

9/26/2024
Date

Attest:

DocuSigned by:
Natasha Ramras
493E940414AE4BD...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:
9A7DG2E31F694A2...
Jonathan Young, City Attorney

CONTRACTOR:
Northwest Native Chamber

DocuSigned by:
F574988C7F254EF...
Signature

jparker@nwnc.org Executive Director
Printed Name /Title

9/17/2024
Date

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Attachment A
Scope of Work

The Contractor will administer the HEAR Program, providing rebates and incentives to households and small businesses for the purchase and installation of high-efficiency electric equipment and appliances.

Methods for providing rebates could include, but are not limited to:

- Point-of-sale reductions in the purchase price or installation cost of eligible equipment
- Customers pay the full price of eligible equipment, then submit an application for a rebate check to be sent to them
- Paying for the full cost of installing eligible equipment

Additionally, programs do not need to provide rebates for all of the eligible equipment, and programs can choose to serve subpopulations of the eligible rebate recipients.

Programs can be structured in a variety of ways within the state guidelines. Agencies do not have to administer all of the funding available or provide all of the types of services that are eligible.

The Contractor is strongly encouraged to coordinate with Clark Public Utilities (CPUD) and their longstanding appliance rebate programs throughout this process. CPUD has expressed a willingness to partner with the City's selected program administrator(s) and can assist in identifying and referring eligible rebate participants, particularly small businesses. Additionally, CPUD may augment City HEAR rebates with funding through existing CPUD programs to minimize costs for participants.

Target Recipients
Households with low to moderate-income (income ≤ 100% AMI) and small businesses with fewer than 50 employees. Given the growing affordability challenges experienced by many of Vancouver's BIPOC and lower-income small business owners, proposals should prioritize outreach to these communities.

Qualifying Equipment
Equipment eligible for rebates and/or installation includes:

- Ducted and ductless heat pumps (air-source and ground-source)
- Residential and commercial induction cooking equipment
- Heat pump water heaters
- Heat pump clothes dryers
- Electric panel and wiring upgrades required to accommodate new electric equipment

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All equipment must be ENERGY STAR Certified or AHRI CEE North Region Certified. Air-source heat pumps must be listed on the Northeast Energy Efficiency Partnership's Cold Climate Air Source Heat Pump (ccASHP) Product List, or meet the most recent ENERGY STAR Cold Climate product criteria.

Where feasible, equipment that uses refrigerants must use low global warming potential refrigerants listed by the US EPA's SNAP Program or the California Air Resources Board.

Rebates and incentives may not be used for new fossil fuel equipment, including fossil fuel heat pumps.

Rebate Distribution
Implement methods for providing rebates, including point-of-sale reductions, rebate checks, and full installation cost coverage. Rebates issued in the form of checks, purchase price reductions, or deductions from contractor invoices are not subject to prevailing wage requirements. However, if the Contractor is directly paying for the installation of eligible equipment, they must comply with state prevailing wage laws.

If prevailing wages apply, the Contractor will be responsible for notifying the contractor of the prevailing wage requirements and providing them with a link to the applicable wage rates for the project. In addition, the Contractor will be responsible for collecting approved Statement of Intent and Affidavit of Wages Paid forms from the selected Contractor and providing the documentation to the City with each reimbursement request.

Reporting and Compliance
The Contractor must submit project and expenditure reports with each invoice submitted for reimbursement. Reports will include the following information:

- A site list of where rebates or incentives were provided
- Household income or small business size verification
- Pre-rebate fuel type or heating source
- Amount of rebate or incentive issued
- Date of equipment install
- Specifications of the equipment purchased or installed, including brand and certification

Timeline
Funds available July 1, 2024 – June 30, 2025.

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Northwest Native Chamber										
Vancouver HEAR Administration										
	Rate	**Count NWNC**	**Total NWNC**	**Count HMC**	**Total HMC**	**TOTAL GRANT**				
A. PERSONNEL										
Clean Energy Program Manager			**$ 10,085.00**							
Clean Energy Coordinator			**$ 6,247.00**							
NW Clean Energy Specialist			**$ 6,784.00**							
HMC Program Manager					**$ 9,750.00**					
HMC Business Developer					**$ 5,000.00**					
Subtotal			**$ 23,116.00**		**$ 14,750.00**	**$ 37,866.00**				
B. FRINGE										
Clean Energy Program Manager			**$ 3,267.00**							
Clean Energy Coordinator			**$ 2,318.00**							
NW Clean Energy Specialist			**$ 3,479.20**							
HMC Program Manager					**$ 2,145.00**					
HM Businesss Developer					**$ 1,100.00**					
Subtotal			**$ 9,064.20**		**$ 3,245.00**	**$ 12,309.20**				
C. TRAVEL										
Mileage	$0.67	267.00	**$ 178.89**	200	**$ 134.00**					
Per Diem	$59.00	0.00	**$ -**							
Lodging	$107.00	0.00	**$ -**							
Subtotal			**$ 178.56**		**$ 134.00**	**$ 312.56**				
D. EQUIPMENT										
Ducted Heat Pumps	$2,247.00	36.00	**$ 80,892.00**	6	**$ 13,482.00**					
Ductless Heat Pumps	$2,502.00	36.00	**$ 90,072.00**	7	**$ 17,514.00**					
Residential Induction Cooking	$1,500.00	22.00	**$ 33,000.00**	12	**$ 18,000.00**					
Commercial Induction Cooking	$12,000.00		**$ -**							
Heat Pump Water Heaters	$1,475.00	36.00	**$ 53,100.00**	11	**$ 16,225.00**					
Heat Pump Clothes Dryers	$984.00	21.00	**$ 20,664.00**	7	**$ 6,888.00**					
New Electrical Panels	$500.00	26.00	**$ 13,000.00**	6	**$ 3,000.00**					
New Electrical Wiring	$2,000.00	18.00	**$ 36,000.00**	6	**$ 12,000.00**					
Misc installation supplies	$200.00	195.00	**$ 39,000.00**	55	**$ 11,000.00**					
Subtotal			**$ 365,728.00**		**$ 98,109.00**	**$ 463,837.00**				
E. SUPPLIES										
Office Supplies			**$ -**							
Subtotal			**$ -**		**$ -**	**$ -**				
F. CONTRACTUAL										
Marketing			**$ 12,000.00**							
Intakes and home energy assessments	$974.00	50.00	**$ 48,700.00**							

Subtotal			**$ 60,700.00**		**$ -**	**$ 60,700.00**				
G. CONSTRUCTION										
Install Ducted Heat Pumps	$1,000.00	36.00	**$ 36,000.00**	6	**$ 6,000.00**					
Install Ductless Heat Pumps	$1,000.00	36.00	**$ 36,000.00**	7	**$ 7,000.00**					
Install Residential Induction Cooking	$500.00	22.00	**$ 11,000.00**	12	**$ 6,000.00**					
Install Commercial Induction Cooking	$2,000.00	0.00	**$ -**	0	**$ -**					
Install Heat Pump Water Heaters	$500.00	36.00	**$ 18,000.00**	11	**$ 5,500.00**					
Install Heat Pump Clothes Dryers	$500.00	21.00	**$ 10,500.00**	7	**$ 3,500.00**					
Install New Electrical Panels	$1,500.00	26.00	**$ 39,000.00**	6	**$ 9,000.00**					
Install New Electrical Wiring	$8,000.00	18.00	**$ 144,000.00**	6	**$ 48,000.00**					
Additional Labor Charges	$220.00	195.00	**$ 42,900.00**	55	**$ 12,100.00**					
Subtotal			**$ 337,400.00**		**$ 97,100.00**	**$ 434,500.00**				
H. OTHER										
Outreach Events - Space	$500.00	2.00	**$ 1,000.00**							
Outreach Events - Food and Supplies	$3,000.00	2.00	**$ 6,000.00**				*Note that we will host outreach events together			
Clean Energy Education Consultant				4	**$ 4,000.00**					
Subtotal			**$ 7,000.00**		**$4,000.00**	**$ 11,000.00**				
Total Direct			**$ 803,186.76**		**$ 217,338.00**	**$ 1,020,524.76**				
Indirect Rate			**5%**		**5%**					
I. Indirect Charges			**$40,159.34**		**$10,866.90**	**$51,026.24**				
TOTAL BUDGET			**$ 843,346.10**		**$ 228,204.90**	**$ 1,071,551.00**				
Target:						**$1,071,551.00**				
Balance						**$0.00**				
Total Staffing and Admin						**$101,201.44**				
Staffing and Admin Allowed						**$101,201.53**				
Balance						**$0.09**				

Staff Report: 098-25

To: Mayor and City Council
From: City Manager
Date: May 12, 2025

Subject

Contract Amendment - Approval of Threshold Increase for Services Provided by Passport Parking Inc.

Key Points

- City of Vancouver established a relationship with Passport Parking Inc. (Passport) in 2019 via a piggyback arrangement with the City of Portland's contract with Passport.
- Passport provides hosted mobile payment system under the brand Parking Kitty for municipalities in the region including Vancouver and Portland.
- Mobile payment applications are the most popular form of payment and align with best practice in terms of technology integration and data collection.
- Portland's contract began in 2017 and is scheduled to expire in November 2026. The City of Vancouver is planning to evaluate its mobile application needs prior to that time and enter into a new contract with a mobile application provider either through RFP or a new piggyback arrangement if available.

Strategic Plan Alignment

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

Present Situation

In 2019, the City of Vancouver established a relationship with Passport via a piggyback of the Portland Bureau of Transportation (PBOT) contract. Because the relationship with the City of Portland was not a separate contract and did not originally exceed $300,000 in spending, this arrangement was approved administratively. This action is the first Council review of this piggyback arrangement.

Downtown has roughly 2,500 on-street parking spaces with two methods of payment: pay stations (255), and Parking Kitty mobile application (Passport). The mobile application is most popular with those parking. Each year, use of Parking Kitty has increased in percentage of total transactions and now represents more than 65% of transient parking purchases. To date, Parking Services has spent $300,000 over the past 5 ½ years for Passport mobile payment services. Passport collects $0.10 per transaction, monthly gateway fees and periodic integration fees, depending on the scope of work. Because Vancouver was an early adopter of the Parking Kitty application, the entire transaction fee goes to Passport and the City does not pay a royalty to PBOT for the use of Parking Kitty (this information was incorrectly reported in a previous City Council workshop on the Downtown Access, Mobility and Parking Plan).

In early 2026, the City's Parking Services team will begin an evaluation of the City's mobile application needs and a review of available mobile payment options based on functionality, services and cost. Based on this evaluation, the Parking Services team will recommend for City Council approval a path for acquiring a new long-term contract for the provision of mobile application services

prior to the expiration of Portland's contract with Passport in November 2026. While this recommended path may include an RFP, the City will also explore other collective purchasing agreements or eligible municipal contracts suitable for piggybacking, given the significant cost savings to both the City and the public through these collective purchasing agreements.

To prevent an interruption in the availability of mobile payment options, staff is requesting an increase in the contract amount by $175,000 to $475,000 to cover expected payments to Passport until a new contract is executed before November 2026.

Advantage(s)

1. Maintain consistent user experience for the public.
2. Uniform payment application across region is popular for visitors.
3. Significant cost savings to the City and public over comparable mobile application contracts.
4. Access to quality data about downtown parking activity and behaviors.

Challenge(s)
None

Budget Impact
The cost of offering mobile payment services is already included in the approved budget for Parking Services and is covered by collections received from parking payments.

Prior Council Review
None

Action Requested
On Monday, May 12, 2025, authorize the City Manager, or designee, to finalize and execute an amendment to contract C-100069 with Passport Parking, Inc for an additional $175,000 for a total contract amount of $475,000.

Staff Contact
Gabe Montez, Parking District Manager, Gabriel.Montez@cityofvancouver.us

Attachments:
1. City of Portland - Amendment No 1
2. Passport Parking Inc. Contract Exhibits A_D

AMENDMENT No. 1
CONTRACT No. 30005152

CONTRACT FOR
THE PROCUREMENT, LICENSING, AND MAINTENANCE
OF A HOSTED MOBILE PARKING PAYMENT SYSTEM(MPPS)

This Contract was made and entered into on the 21 day of November, 2016, by and between **Passport Labs, Inc.** (formerly known as PassportParking, Inc.) ("Contractor") and the **City of Portland** ("City"), a municipal corporation of the State of Oregon, by and through their duly authorized representatives. This Amendment may refer to the City and Contractor individually as a Party or collectively as the Parties.

The effective date of this Amendment is **February 25, 2019**. The Parties hereby agree to amend the Contract as follows:

1. The term is extended by five years, and the new expiration date of this Contract is November 20. 2026.

2. The not-to-exceed value of the Agreement is increased by **$375,000.00,** from $1,515,174.00 to **$1,890,174.00**; provided, however, that the Parties shall negotiate in good faith any further increases in the not-to-exceed value that may be necessary.

3. The attached letter is included as Exhibit A to prove the name change of PassportParking, Inc. to Passport Labs, Inc.

4. The Written Notifications section is deleted in its entirety and replaced with the following:

Written Notifications. **(09/15)** All written notifications and Amendments shall be sent to the following:

For City of Portland:	For Contractor:
Name: Aristanto Bayu Aji	Name: Khristian Gutierrez
Title: Business Systems Analyst I	Title: Managing Partner and CBDO
Address: 1120 SW 5th Ave., Suite 800	Address: 128 S Tryon St., Suite 2200
City, State: Portland, OR 97204	City, State: Charlotte, NC 28202
e-mail: Aristanto.BayuAji@portlandoregon.gov	e-mail: khristian@gopassport.com
Copy to: Technology Contracts	Attestation of Compliance and Information Security for City of Portland:
Procurement Services	Name: Christopher Paidhrin
1120 SW Fifth Avenue, Room 750	Title: Chief Information Security Officer
Portland OR 97204	Address: 1120 SW 5th Ave., Suite 450
	City, State: Portland, OR 97204
	Email: btsinfosec@portlandoregon.gov

Each Party shall provide written notice of any changes to the above contacts within thirty (30) Calendar Days.

5. For purposes of clarity, the Fee Structure in Exhibit A, Section 2.4 of the Contract shall be amended as follows:

DESCRIPTION	UNIT OF ISSUE	UNIT PRICE
PARKING CUSTOMERS		
Customer Convenience Fee: Parking Transaction*	per transaction	$0.10
Customer Convenience Fee: Extend Parking Transaction	0	$0.00
Customer Registration Fee	0	$0.00
TOTAL CUSTOMER CONVENIENCE FEE per Parking Transaction		$0.10
NOTE: Notwithstanding anything else in the Contract to the contrary, City shall use its payment gateway at its own expense but may, by written notice to Passport, utilize Passport as the payment gateway provider at a fee of $0.05 per transaction. *A "Parking Transaction" is a single parking session lasting less than twenty-four (24) hours in duration.		

All other terms and conditions of the Contract shall remain unchanged by this Amendment and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed.

CITY OF PORTLAND

for L. Spille 3-28-2019
Chief Procurement Officer Date

Approved as to Form

Erin Onart 3/27/19
Office of City Attorney Date

PASSPORT LABS, INC. (CONTRACTOR)

3-26-19
Authorized Signature Date

Christian Gutierrez - CRO
Printed Name and Title

Address: 128 S. Tryon St., Suite 2200
Charlotte, NC 28202

Phone: 704-837-8066

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "PASSPORTPARKING, INC." FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "PASSPORT LABS, INC.", ON THE TWENTY-THIRD DAY OF OCTOBER, A.D. 2017, AT 10:03 O`CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "PASSPORT LABS, INC.", IS THE LAST KNOWN TITLE OF RECORD OF THE AFORESAID CORPORATION.

Jeffrey W. Bullock, Secretary of State

5439093 8321
SR# 20180417878

Authentication: 202019790
Date: 01-23-18

You may verify this certificate online at corp.delaware.gov/authver.shtml

CONTRACT FOR
THE PROCUREMENT, LICENSING, AND MAINTENANCE
OF A HOSTED MOBILE PARKING PAYMENT SYSTEM (MPPS)

CONTRACT No: 30005152

As Authorized by City Ordinance No. 187260, this Contract ("Contract") is made effective on **November 21 2016** ("Effective Date"), by and between the **City of Portland**, a municipal corporation of the State of Oregon (hereinafter referred to as "City") and **PassportParking, Inc.** (hereinafter referred to as "Contractor"), a Delaware corporation, by and through their duly authorized representatives. This Contract may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

The initial Term of this Contract shall be **November 21, 2016,** through **November 20, 2021.** The not-to-exceed price under this Contract is **$1,515,174.00**.

Written Notifications. (09/15) All written notifications and Amendments shall be sent to the following:

For City of Portland:	For Contractor:
Name: Michelle Roach	Name: Khristian Gutierrez
Title: Parking Operations Division	Title: Managing Partner and CBDO
Address: 1120 SW 5th Ave., Suite 800	Address: 1300 S. Mint St. Suite 200
City, State: Portland, OR 97204	City, State: Charlotte, NC 28203
e-mail: michelle.roach@portlandoregon.gov	e-mail: khristian@gopassport.com
Copy to: Technology Contracts	Attestation of Compliance and Information Security for City of Portland:
Procurement Services	Name: Christopher Paidhrin
1120 SW Fifth Avenue, Room 750	Title: Chief Information Security Officer
Portland OR 97204	Address: 1120 SW 5th Ave., Suite 450
	City, State: Portland, OR 97204
	Email: btsinfosec@portlandoregon.gov

Each Party shall provide written notice of any changes to the above contacts within thirty (30) Calendar Days.

Recitals:

WHEREAS, to further its government operations, the City of Portland desires to implement a hosted system which will allow members of the public to pay for on-street parking using mobile devices (the "Project");

WHEREAS, the City issued Request for Proposal (RFP) No. #00000110 for a Mobile Parking Payment System;

WHEREAS, Contractor, in its Proposal received by the City on November 2, 2015, and submitted in response to the City's RFP, represented that it has the necessary knowledge, experience, and expertise in Hosted Software for Mobile Parking Payment Systems to complete the Project; and

WHEREAS, the City selected Contractor based on its Proposal and the representations therein;

THE PARTIES HEREBY AGREE AS FOLLOWS:

1 SECTION 1 DEFINITIONS (09/15*)

General Definitions. These definitions apply to the entire Contract, subsequent Amendments, and Change Orders, unless modified in an Amendment. If any definition contains a substantive provision conferring rights and/or obligations upon a Party, then effect shall be given to the substantive provision.

"Acceptance" means the Deliverable demonstrates to the City's satisfaction that the Deliverable conforms to and operates according to the Acceptance Criteria, and if required, has successfully completed Acceptance Testing, and for Deliverables not requiring Acceptance Testing that the Deliverable conforms to the Acceptance Criteria or the City's requirements.

"Acceptance Certificate" means a written instrument by which the City notifies Contractor that a Deliverable has been Accepted or Accepted with exceptions, and Acceptance Criteria have been met or waived, in whole or in part.

"Acceptance Criteria" means functionality and performance requirements as determined by the City, based upon the Specifications, which must be satisfied prior to City's Acceptance of a Deliverable, or the System. City and Contractor shall agree upon written Acceptance Criteria.

"Acceptance Date" means the date on which the City issues an Acceptance Certificate for the System or a Deliverable.

"Acceptance Test" means the evaluation and testing method, procedures, or both, that are used to determine whether or not the System or a Deliverable requiring Acceptance Testing performs in accordance with the Acceptance Criteria.

"Access" means the ability to gain entry to the System for the purpose of Use.

"Affiliates" means, for Contractor, any individual, association, partnership, corporation or other entity controlling, controlled by, or under common control. The term "control" means the power to direct or cause the direction of the management and policies of an individual or entity, whether through the ownership of voting securities, by contract, agreement or otherwise. For City, Affiliates means other governmental agencies.

"Amendment" means a written document required to be signed by both Parties when in any way altering the Master Terms and Conditions of the Contract or substantially altering a Statement of Work.

"AWS" means Amazon Web Services, the third party which hosts Contractor's Software on bi-coastal data centers.

"Business Day" means a twenty-four hour day, excluding weekends and City holidays, beginning at midnight and ending at midnight twenty-four hours later.

"Calendar Day" means a twenty-four hour day, including weekdays, weekends and holidays, beginning at midnight and ending at midnight twenty-four hours later.

"Change Order" means a document, agreed and signed by both Parties, that changes an existing Statement of Work.

"City Data" means all electronic data (excluding PCI and PII) the City transmits to Contractor in connection with the Use of the System.

"Confidential Information" means any information that is disclosed in written, graphic or machine-recognizable form and is marked, designated, labeled or identified at the time of disclosure as being Confidential or its equivalent, or, if the information is in verbal form, it is identified as Confidential or proprietary at the time of disclosure and is confirmed in writing within thirty (30) Calendar Days of the disclosure. Confidential information is described by one or more of the following categories of information: (a) financial, statistical, personnel, human resources data or Personally Identifiable Information (PII) as described in the Oregon Consumer Identity Theft Protection Act ORS 646A.600 et seq; (b) business plans, negotiations, or strategies; (c) unannounced pending or future products, services, designs, projects or internal public relations information; (d) trade secrets, as such term is defined by ORS 192.501(2) and the Uniform Trade Secrets Act ORS 646.461 to 646.475; (e) information which is exempt per ORS 192.501 and/or ORS 192.502; (f) attorney/client privileged communications; (g) information which is exempt per federal laws (including but not limited to copyright, HIPPA); and (h) information relating to or embodied by designs, plans, configurations, specifications, programs, or systems including without limitation, data and information systems, any software code and related materials and processes; Customizations, Configurations, Updates, Upgrades; and any Documentation. Confidential Information does not include any information that: is or becomes publicly known through no wrongful or negligent act of the receiving Party; is already lawfully known to the receiving Party without restriction when it is disclosed; is, or subsequently becomes, rightfully and without breach of this Contract or any other agreement between the Parties or of any applicable protective or similar order, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party, as shown by reasonable written documentation, without breach of this Contract; or is explicitly approved for release by written authorization of the disclosing Party.

"Configuration" means the use of administrative functions provided in the Software to adapt the Software to City-specific requirements, revisions and modifications to the Software to enhance features and functionality but which do not include changes to the Source Code.

"Contract" means the Master Terms and Conditions including all exhibits, attachments and schedules listed in the Order of Precedence and their constituent parts.

"Contract Price" means the not-to-exceed price agreed upon by the Parties for all Products and Services.

"Coverage Hours" means those hours specified in this Contract during which Contractor is to provide Maintenance.

"Customization" means any new or modified code, prepared, created, or developed by Contractor at the City's request, or by the City in conjunction with or as authorized by Contractor.

"Customer(s)" means anyone Using the System to pay for parking.

"Data Breach" means an incident in which sensitive, protected, or confidential data has been stolen, modified, destroyed, or used by an individual unauthorized to do so, or any incident of anomalous activity with exfiltration of data.

"Data Compromise" means disclosure of information to unauthorized persons, or a violation of the security policy of a system or network in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object may have occurred.

"Deliverable(s)" means the Products or Services or documents or tangible work products described in the Statement of Work to be provided to the City by Contractor under this Contract.

"Documentation" means User manuals and other written materials in any form that describe the features or functions of the Products and System, including but not limited to published specifications, online instructions and help, marketing materials, technical manuals, and operating instructions provided by Contractor to the City, or readily available to the public, or as required to be produced by Contractor subject to the terms of this Contract.

"Enforcement System" means the system of software and hardware utilized by the City's parking enforcement division. This system is currently provided by Schweers Technologies.

"Error" means any defect, problem, condition, bug, or other partial or complete inability of a Product to operate in accordance with the applicable Specifications.

"Fail-Over System" means a System in place that maintains a complete copy of the Software and data, including Transaction Data, often "mirroring" the process of the Production Environment, and ready to take over the processing load as soon as practicable, should there be any Error in the Production Environment.

"Fee(s)" means the amount of money the City pays on a per-transaction basis to the Contractor.

"Final Acceptance" means the City has determined that the complete System and/or all Deliverables have successfully completed Acceptance Testing, which demonstrates to the City's satisfaction that the System and/or all Deliverables conform to and operate according to the Acceptance Criteria, applicable Documentation, and Contractor's representations; and that for Deliverables not requiring Acceptance Testing, that the Deliverables conform to the Acceptance Criteria or the City's specified requirements.

"Force Majeure Event" means an exceptional, inevitable, and irresistible occurrence beyond the reasonable control of the affected Party, such as, riots, epidemics, war, government regulations, labor disputes, fire, natural phenomena, or other causes beyond such Party's reasonable control.

"Go-Live" means the initiation of the System, or a portion or phase thereof, into full production mode after the successful completion of Acceptance Testing.

"Hosting" or "Hosted" means Contractor's provision of remote Access to, and Use of, Software not resident on the City's servers.

"Intellectual Property Rights (IPR)" means any patent rights, copyrights, trade secrets, trade names, service marks, trademarks, trade dress, moral rights, know-how and any other similar rights or intangible assets to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations, or reissues of the foregoing now or hereafter in force.

"Interface" means software, hardware, or a device to enable communication between separate computer systems, software programs, hardware or devices. A user Interface is software, hardware, or a device to enable communication between a system component or website and a user.

"Key Personnel" means the specific individuals identified in Section 8 of Exhibit B:Statement of Work to fill Key Positions.

"Key Position" means a job position critical to the success of the Project as identified in Section 8 of Exhibit B:Statement of Work of this Contract.

"Maintenance" means Services provided by Contractor to the City to keep the System conforming to the Specifications and to respond to requests by the City.

"Maintenance Period" means the time period when Contractor provides Maintenance to the City.

"Maintenance Request" means a request from the City to Contractor for Maintenance or technical support.

"Master Terms and Conditions" means the body of text from the preamble through the signature page of this Contract.

"Material Breach" means any breach of this Contract that causes, caused, or may cause substantial harm to the non-breaching Party or substantially deprives the non-breaching Party of the benefit it reasonably expected under this Contract.

"Module" means a standalone piece of code within the Software that typically provides specific and cohesive functionality.

"PassportParking Mobile Pay App" means the application that Customers download to their mobile device(s) to access the System.

"Patch" means code that is developed in order to fix a bug or Error in the existing features or functionality of an application. Patches are deployed by Contractor on a continual basis.

"PCI" means Payment Card Industry.

"PCI DSS" means the Payment Card Industry Data Security Standard, the global data security standard adopted by the payment card brands for all entities that accept, process, store, or transmit payment card information and which are required to maintain a secure environment.

"PII (Personally Identifiable Information" means information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context, as described in the Oregon Consumer Identity Theft Protection Act (ORS 646A.600).

"Product(s)" means Software and supplies provided by the Contractor for the System.

"Production Environment" means the Organizations set up by the Contractor in that portion of the Contractor System, including all sub-systems, that is used for day-to-day operations by the Users of the System.

"Project" means the overall delivery of the System and all related Services including, without limitation, design, development, Configuration, integration, implementation, testing, support and Maintenance, any of which Contractor may be providing in whole or in part.

"Proposal" means Contractor's response to the City's RFP referenced on page one of this Contract.

"Repair(s)" means to fix, Patch, reprogram, or replace the System, or a component thereof, to eliminate Errors to the City's satisfaction.

"Resolution Time" means the time elapsed between the response to a Maintenance Request and the time the Maintenance Request is resolved to the satisfaction of the City.

"Response Time" means the time elapsed between the time of notification to Contractor of a Maintenance Request, and the time Contractor acknowledges receipt of the City's request.

"Services" means both ordinary and professional services performed by Contractor under this Contract, including Hosting of the Software.

"Software" means Contractor's proprietary web-based application that will act as the interface for Customers to input certain data into a mobile device to process a payment to the City for parking; including, without limitation, any Customization, Updates, Upgrades and any related Documentation. Software may include Third Party Software if required to produce and maintain the System.

"Source Code" means a complete copy, expressed in high-level (i.e., human-readable; not machine language or object code) computer language, of the Software which, when assembled or compiled, becomes the executable object code of the Software.

"Specifications" means the most current cumulative statement of capabilities, functionality, and performance requirements for the System and its components as set out in the Acceptance Criteria, Change Orders, the Statement of Work, Documentation, Contractor's representations, Contractor's Proposal and Proposal Clarifications, and the City's Request for Proposals, including all Addenda.

"Statement of Work" (SOW) means the written detailed specifications of the Product(s) and Services(s) to be delivered to the City by Contractor, including any Change Orders, subject to the terms and conditions of this Contract.

"Subcontractor" means any person or entity under the control of Contractor, other than an employee of Contractor, utilized by Contractor to perform all or part of this Contract.

"System" means the Mobile Parking Payment System (MPPS), the operational combination of all Products to be provided by Contractor to City under this Contract.

"Term" means the period of time that this Contract is in effect as stated on page one of this Contract.

"Third Party Software" means software that a party other than Contractor owns and that is provided to City by Contractor under this Contract and that Contractor is authorized to license, or sublicense, or resell to the City subject to the original developer's standard provisions.

"Transaction Data" means details related to the parking payment transaction, including virtual terminal ID, purchase date and time, pay interval start and end times, amount of payment, transaction reference number, currency, license plate number, and masked PAN (Primary Account Number).

"Update" means a change, modification, or enhancement to the Product(s) which improves performance or efficiency, but does not alter core functionality.

"Upgrade" means a newer, better version, change, modification, or enhancement to the Product(s) that Contractor makes available from time to time, which incorporates major new features or increases the core functionality and may be considered a new version. Software Upgrades may include Error correction, bug fixes, additions to, or Patches to the Software.

"Use" means the City's Access to and operation of the Software as described in Section 7 of this Contract, Grant of License.

"User" means any person employed or working on behalf of the City, its Bureaus, Divisions, Offices, Directors, and any person or entity under contract or authorized by the City to provide it with services and to use the City's resources in whole or in part, in the course of assisting the City.

"Warranty" means the statements to the City from the Contractor as detailed in Section 5 of these Master Terms and Conditions.

"Website" means the Internet portal developed and maintained by Contractor and that provides Users and Customers with online Access to the Software, information and Services provided under this Contract.

2 SECTION 2 ORDER OF PRECEDENCE

2.1 Order of Precedence. (02/16) In the event there is a conflict or ambiguity between the terms and conditions of one portion of this Contract with another portion of this Contract, the conflict or ambiguity will be resolved in accordance with the order of precedence below. This order of precedence designates which portion of the Contract takes precedence over the other for purposes of interpretation. Hyperlinks contained within the portions of this Contract will not supersede or alter the Master Terms and Conditions. For the avoidance of doubt, no other terms and conditions of any kind will override the Parties' obligations in the Confidentiality, Indemnification, or Choice of Law provisions in these Master Terms and Conditions. In this Contract the order of precedence shall be:

a) Amendments

b) Master Terms and Conditions

c) Exhibit A, Contractor's Price

d) Change Orders to the Statement of Work

e) Exhibit B, Statement of Work, (including all Attachments)

Attachment B-1, SAMPLE Acceptance Certificate

Attachment B-2, SAMPLE Change Order

Attachment B-3 Acceptance Test Plan

f) Exhibit C, Contractor's Terms and Conditions

g) Exhibit D, Contractor's Privacy Policy

h) Exhibit E, City RFP # 00000110 (including all Addenda)

i) Exhibit F, Contractor's Proposal

j) Exhibit G, Contractor's Attestation of Compliance

k) Hyperlinks

3 SECTION 3 GENERAL AND ADMINISTRATIVE PROVISIONS

3.1 Term. (09/15) This Contract shall begin on the Effective Date and end upon the expiration date set forth on page one of this Contract unless terminated or extended under the applicable Contract provisions.

3.2 Point of Contact. (09/15) Contractor shall be the sole point of contact for the City with regard to this Contract and the System.

3.3 Changes to Contract

3.3.1 Amendment of the Contract. (09/15) Any changes to the provisions of this Contract shall be in the form of an Amendment. No provision of this Contract may be amended unless such Amendment is approved as to form by the City Attorney and executed in writing by authorized representatives of the Parties. If the requirements for Amendment of this Contract as described in this section are not satisfied in full, then such Amendments automatically will be deemed null, void, invalid, non-binding, and of no legal force or effect.

3.3.2 Change Orders to a Statement of Work. (09/15) The City and Contractor can agree to make changes, at any time to a Statement of Work in the form of a Change Order. Contractor agrees to timely alter the delivery of Products or Services on a mutually agreed schedule. If such changes materially increase or decrease Contractor's obligations, the Parties shall execute an Amendment to the Contract, and if the amount of such adjustment is not calculable as a function of hours or tasks, the Parties shall negotiate in good faith a modified price.

3.4 Access to City Facilities. (09/15) Contractor agrees that Contractor's physical or remote access to the City facilities shall be subject to the security interests and controls necessary to protect public property, and the City shall not be liable for any delays necessary in granting Contractor access to any portion of the facilities or systems.

3.5 City Reporting Requirements. (09/15) The City is required to track certain types of contract data for reporting purposes. Items which the City must report on may include, but are not limited to, Subcontractor utilization, Minority, Women, and Emerging Small Business (M/W/ESB) participation and Subcontractor/Supplier Payment. The City will enforce all diversity in workforce and M/W/ESB subcontracting commitments made by Contractor in its Proposal.

3.6 Time is of the Essence. (*) Contractor shall adhere to the time schedule in the Statement of Work. All dates specified in the Statement of Work are of the essence, unless the context clearly and unequivocally allows otherwise. The Parties will notify each other promptly of any circumstances that may adversely affect the time schedule in the Statement of Work, specifying the causes of delay and expected duration of it, as well as all proposed measures to reduce the delay as much as practicable.

3.7 Payment. (09/15) Payment(s) shall be paid in accordance with the pricing found Exhibit A: Contractor's Price and the payment schedule set forth in Exhibit B: Statement of Work.

3.7.1 Payment shall be issued by the City net thirty (30) Calendar Days from receipt of a complete and acceptable invoice from Contractor. Contractor invoices must contain Contractor's name and address; invoice number; date of invoice; Contract number and date; description of Products and/or Services; quantity, unit price, (where appropriate), and total amount; City-required reporting, if any, and the title and phone number of the person to whom payment is to be sent. The City may stipulate how line items are entered on an invoice to ensure compatibility with the

City's accounting and financial systems and to facilitate payment to Contractor.

3.7.2 The City makes payments via electronic fund transfers through the Automated Clearing House (ACH) network. To initiate payment of invoices, Contractor shall execute the City's standard ACH Vendor Payment Authorization Agreement if such Agreement has not already been completed. Upon verification of the data provided, the ACH Vendor Payment Authorization Agreement will authorize the City to deposit payment directly into specified Contractor accounts with specified financial institutions. All payments shall be made in United States currency.

3.8 Payment of Taxes/Contractor Shall Withhold. (09/15) Contractor shall, at its own expense, timely (a) pay all salaries, wages, and other compensation to its employees; (b) withhold, collect, and pay all applicable federal, state, and local income taxes (domestic or foreign), FICA, Medicare, unemployment insurance and any other taxes or charges in connection with its employees; and (c) provide and pay for workers compensation insurance and any statutory or fringe benefits to employees. Contractor shall be solely responsible for all such obligations for its employees. Contractor shall also assure that any Subcontractor shall comply with the foregoing obligations for its employees. The City shall have no duty to pay or withhold such obligations.

3.9 Audits and Access to Records

3.9.1 Records Retention. (09/15) Contractor shall maintain current financial records in accordance with Generally Accepted Accounting Principles (GAAP). Contractor agrees to maintain and retain supporting financial and Contract-related documents during the term of this Contract and for a period of three (3) years after the expiration or termination date of this Contract or until the resolution of all audit questions or claims, whichever is longer. All financial records, supporting documents, statistical records and all other records pertinent to this Contract shall be retained by Contractor for a minimum of three (3) years.

3.9.2 City Audits. (09/15) The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and Services during the records retention period listed above. City audits shall be conducted in accordance with generally accepted auditing standards. Contractor shall provide the City's internal auditor or external auditor, and their designees, with a copy of all reports, including any management letters issued as a result of the specified audits.

3.9.3 Access to Records. (09/15) The City internal auditor or City external auditor, and their designees, shall have the right and will be given the necessary access, to review the work papers of Contractor audits if the City deems it necessary. Copies of applicable records shall be made available upon request.

3.10 Overpayment. (09/15) If an audit discloses that payments to Contractor were in excess of the amount to which Contractor was entitled, then Contractor shall repay the amount of the excess to the City. Under no circumstances will the payment of previous invoices constitute an acceptance of the charges associated with those invoices.

3.11 Independent Contractor. (09/15) Contractor is independent of the City and, accordingly, this Contract is not entered into as a joint venture, partnership, or agency between the Parties. No employment or agency relationship is or is intended to be created between the City and any individual representing Contractor. Employees of Contractor and any authorized Subcontractors shall perform their work under this Contract under Contractor's sole control.

3.12 Personnel.

3.12.1 Key Positions and Personnel. (09/15) For the period of performance until Final Acceptance has been completed, the Parties have identified Key Positions and Key Personnel as set forth in the table below, along with the percentage of their time to be allocated to the City's Project until Go-Live has occurred:

Name	Title	% of Time
Nathan Berry	Sales Contact	10%
Moyo Orekoya	Project Implementation Manager	25%
Dan Bliley	Director of Marketing	20%
TBD	Client Success Manager	20% (post-launch)

Contractor will not be using Subcontractors on this Project.

3.12.2 Substitution of Key Personnel. (09/15) Contractor shall make no substitutions of Key Personnel unless the substitution is necessitated by law, illness, death, resignation, or termination of employment. Contractor shall notify the City within ten (10) Calendar Days after the occurrence of any of these events.

Any substitutions or replacements of Key Personnel require the written approval of the City. Contractor shall provide the City with the maximum possible period of notice of substitution or replacement of Key Personnel in order to allow for background screening, fingerprint checks, and other investigation as may be required in Section 3.12.3 below.

For any proposed substitute or replacement Key Personnel, Contractor shall provide the following information to the City: a detailed explanation of the circumstances necessitating the proposed substitution or replacement, a complete resume for the proposed substitute(s), and any additional information requested by the City. Proposed substitutes or replacements should have qualifications comparable to or better than those of the persons being replaced. No change in Contract prices may occur as a result of substitution or replacement of Key Personnel.

3.12.3 Security Requirements for Personnel. (09/15) If required by the City, Contractor shall conduct a criminal history/records check of all personnel that will have access to City information, systems, or payments and ensure ongoing security requirements for personnel are maintained.

3.13 Termination. (09/15) The following conditions apply to termination of this Contract. The City, on thirty (30) Calendar Days' written notice to Contractor, may terminate this Contract for any reason deemed to be in the public interest. In the event of such termination, the City shall pay to

Contractor the portion of the not-to-exceed price attributable to all Deliverables Accepted or Services performed and Accepted through the effective date of the termination.

3.13.1 Mutual Agreement. (09/15) The City and Contractor, by mutual written agreement, may terminate this Contract at any time.

3.13.2 Material Breach. (09/15) Either Party may terminate this Contract in the event of a Material Breach of this Contract by the other. Prior to such termination, however, the Party seeking the termination shall give to the other Party written notice to cure the Material Breach and of the Party's intent to terminate. If the Party has not entirely cured the Material Breach within thirty (30) Calendar Days of the notice, then the Party giving the notice shall have the option to: (a) terminate this Contract by giving a written notice of termination, (b) seek any remedies in this Contract, in law, or at equity, to the extent not otherwise limited by the terms of this Contract, or (c) any combination thereof.

3.13.3 Force Majeure Event. (09/15) Either Party may terminate this Contract due to a Force Majeure Event as set forth in Section 5.9, Force Majeure.

3.13.4 Bankruptcy. (09/15) The City may terminate this Contract if Contractor: (a) becomes insolvent, makes a general assignment for the benefit of creditors; (b) suffers or permits the appointment of a receiver for its business or assets; (c) becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, and such proceeding has not been dismissed within a sixty (60) Calendar Day period; or (d) has wound up or liquidated, voluntarily or otherwise.

3.13.5 Software Code. (09/15) Inclusion of illicit code as set forth in Section 5.3.5, shall be considered a Material Breach of this Contract and no notice or cure period will apply. In addition to any other remedy available to it under this Contract with respect to any such Material Breach, the City reserves the right to pursue any civil and/or criminal penalties available to it against Contractor, including without limitation the Computer Fraud and Abuse Act, Deceptive Trade Practices & Consumer Protection Act, the Computer Crimes Law and any other remedy at law or equity.

3.13.6 Void Assignment. (09/15) In the event that Contractor assigns its obligations under this Contract to a third party in a manner other than as set forth in Section 5.6, Assignment, the City shall have the option to terminate this Contract without any notice or cure period or further obligation to Contractor or the assignee, and promptly receive a refund for fees paid for Products delivered and/or Services performed by the third party.

3.13.7 Failure to provide an Attestation of Compliance. (*) If Contractor fails to provide timely an Attestation of Compliance as set forth in Section 7.10.2, the City may terminate this Contract for Material Breach.

3.14 Transition. (09/15*) In the event the City replaces the System or any component of the System with a product from another vendor, Contractor shall make reasonable efforts to assist the City in the transition or migration to the new System, including but not limited to knowledge transfer from experienced personnel; cooperation with the City on development of a transition plan; the

provision of Documentation and non-proprietary technical information, assistance with notifying Customers of the transition, training and work materials, and reports; and City to verify that all paid parking Transaction Data has been received. Such transition assistance will be given for a period not to exceed sixty (60) Calendar Days after the City provides written notice of its intent to replace the System.

3.15 Waiver. (09/15) No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach of this Contract. The failure of either Party to insist upon any of its rights under this Contract upon one or more occasions, or to exercise any of its rights, shall not be deemed a waiver of such rights on any subsequent occasions.

3.16 Severability. (09/15) Any section of this Contract which is held or declared void, invalid, illegal or otherwise not fully enforceable shall not affect any other provision of this Contract and the remainder of this Contract shall continue to be binding and of full force and effect. This Contract shall be binding upon and inure to the benefit of the City and its successors and assigns.

3.17 Business Tax Registration. (09/15) Contractor shall register for a City of Portland business license as required by Chapter 7.02 of the Code of the City of Portland prior to execution of this Contract. Additionally, Contractor shall pay all fees or taxes due under the Business License Law and the Multnomah County Business Income Tax (MCC Chapter 12) during the full term of this Contract. Failure to be in compliance may result in payments due under this Contract to be withheld to satisfy amount due under the Business License Law and the Multnomah County Business Income Tax Law.

3.18 EEO Certification. (09/15) Contractor shall be certified as an Equal Employment Opportunity Affirmative Action Employer as prescribed by Chapter 3.100 of the Code of the City of Portland and maintain its certification throughout the term of this Contract.

3.19 Non-Discrimination in Benefits. (09/15) Throughout the term of this Contract, Contractor shall provide and maintain benefits to its employees with domestic partners equivalent to those provided to employees with spouses as prescribed by Chapter 3.100 of the Code of the City of Portland.

3.20 Sustainability. (09/15) Pursuant to the City's Sustainable City Principles, which direct City Bureaus to pursue long-term social equity, environmental quality, and economic vitality through innovative and traditional mechanisms, Contractor is encouraged to incorporate these Principles into its scope of work with the City wherever possible. Therefore in accordance with the Principles and the City's Sustainable Procurement Policy, it is the policy of the City of Portland to encourage the use of products or services that help to minimize the human health and environmental impacts of City operations. Contractor is encouraged to incorporate environmentally preferable products or services into its work performance wherever possible. "Environmentally preferable" means products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.

3.21 Permissive Cooperative Procurement. (09/15) Pursuant to ORS 279A.215, as additional consideration for this Contract, Contractor agrees to extend an option to purchase any Products or Services covered under this Contract at the same prices as are specified in Exhibit A: Contractor's Price, and under the same terms and conditions, to all public agencies. Each public agency shall execute its own contract with Contractor and shall have the option to negotiate its own terms and conditions.

3.22 Rule of Construction/Contract Elements/Headings. (09/15) This Contract has been drafted by the City in the general format by the City as a convenience to the Parties only and shall not, by reason of such action, be construed against the City. Section headings are for ease of reference and convenience only and shall not affect or enter into the interpretation of any portion of this Contract.

3.23 Survival. (09/15) All obligations relating to Confidential Information; indemnification; publicity; representations and warranties; remedies; proprietary rights; perpetual licenses, including licensing obligations as stated in this Contract; limitation of liability; and obligations to make payments of amounts that become due under this Contract prior to termination or expiration shall survive the termination or expiration of this Contract and shall, to the extent applicable, remain binding and in full force and effect for the purposes of the ongoing business relationship by and between Contractor and the City.

4 SECTION 4 – LEGAL REQUIREMENTS, PUBLIC RECORDS AND CONFIDENTIALITY

4.1 Oregon Venue/Choice of Law. (09/15) This Contract shall be construed according to the laws of the State of Oregon without reference to the conflict of laws' provisions. Any litigation between the City and Contractor arising under this Contract or out of work performed under this Contract shall occur, if in the state courts, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.

4.2 United Nations Convention. (09/15) To the maximum extent permitted by applicable law, the Parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods, as amended, and of the Uniform Computer Information Transactions Act, as it may have been or hereafter may be in effect in any jurisdiction, shall not apply to this Contract.

4.3 Public Records Request. (09/15) Contractor acknowledges that the City of Portland is subject to the Oregon Public Records Act and Federal law. Third persons may claim that the Confidential Information Contractor submitted to the City hereunder may be, by virtue of its possession by the City, a public record and subject to disclosure pursuant to the Oregon Public Records Act. The City's commitments to maintain certain information confidential under this Contract are all subject to the constraints of Oregon and federal laws. All information submitted by Contractor is public record and subject to disclosure pursuant to the Oregon Public Records Act (ORS 192.410 et seq.), except such portions for which Contractor requests and meets an exemption from disclosure consistent with federal or Oregon law. Within the limits and discretion allowed by those laws, the City will maintain the confidentiality of information.

4.4 Public Records. (09/15) The City will retain one (1) copy of the Documentation and any public records for the express purposes of complying with State of Oregon and Portland City Code public records and archiving laws.

4.5 Confidentiality.

4.5.1 Maintenance of Confidentiality. (09/15*) Subject to the restrictions and limitations found in section 4.3, each Party (the "Receiving Party") shall treat as confidential any Disclosing Party Confidential Information that has been made known or available to the Receiving Party by the other Party (the "Disclosing Party) or that Receiving Party has received, learned, heard or observed; or to which Receiving Party has had access. Receiving Party shall use Disclosing Party Confidential Information exclusively for the City's benefit in the performance of this Contract. Except as may be expressly authorized in writing by the Disclosing Party, in no event shall Receiving Party publish, use, discuss or cause or permit to be disclosed to any other person such Disclosing Party Confidential Information. Receiving Party shall (a) limit disclosure of the Disclosing Party Confidential Information to those directors, officers, employees and agents of Receiving Party who need to know the Disclosing Party Confidential Information in connection with the Project, (b) exercise reasonable care with respect to the Disclosing Party Confidential Information, at least to the same degree of care as Receiving Party employs with respect to protecting its own proprietary and confidential information, and (c) return immediately to the Disclosing Party, upon its request, all materials containing Disclosing Party Confidential Information, in whatever form, that are in Receiving Party's possession or custody or under its control. Receiving Party is expressly restricted from and shall not use the intellectual property of the Disclosing Party without the Disclosing Party's prior written consent.

4.5.2 Scope. (09/15) This Contract shall apply to all Disclosing Party Confidential Information previously received, learned, observed, known by or made available to Receiving Party. Receiving Party's confidentiality obligations under this Contract shall survive termination or expiration of this Contract.

4.5.3 Equitable Relief. (09/15) Each Party acknowledges that unauthorized disclosure of the other Party's Confidential Information will result in irreparable harm to the other Party. In the event of a breach or threatened breach of this Contract, the affected Party may obtain injunctive relief prohibiting the breach, in addition to any other appropriate legal or equitable relief. The Parties agree that, notwithstanding any other section of this Contract, in the event of a breach or a threatened breach of Contract terms related to Confidential Information or Intellectual Property Rights, the non-breaching Party shall be entitled to seek equitable relief to protect its interests, including but not limited to injunctive relief. Nothing stated herein shall be construed to limit any other remedies available to the Parties.

4.5.4 Discovery of Documents. (09/15) In the event a court of competent jurisdiction orders the release of Confidential Information submitted by Contractor, the City will notify Contractor of the request. The City shall allow Contractor to participate in the response at its own expense. The City will comply with any effective court order.

5 SECTION 5 – CONTRACTOR PERFORMANCE AND WARRANTIES,

5.1 General Warranties. (09/15) Contractor makes the following warranties:

5.1.1 Capacity. (09/15) Contractor warrants it has the legal authority and capacity to enter into and perform this Contract.

5.1.2 Authority to Conduct Business. (09/15) Contractor warrants it is lawfully organized and constituted and duly authorized to operate and do business in all places where it shall be required to do business under this Contract, and that it has obtained or shall obtain all necessary licenses and permits required in connection with this Contract.

5.1.3 Disclosure of Litigation. (09/15) Contractor warrants that as of the Effective Date there are no suits, actions, other proceedings, or reasonable anticipation thereof, in any judicial or quasi-judicial forum that will or may adversely affect Contractor's ability to fulfill its obligations under this Contract. Contractor further warrants that it will immediately notify the City in writing if, during the Term of this Contract, Contractor becomes aware of, or has reasonable anticipation of, any lawsuits, actions, or proceedings in any judicial or quasi-judicial forum that involves Contractor or any Subcontractor and that will or may adversely affect Contractor's ability to fulfill its obligations under this Contract.

5.1.4 Conflict of Interest. (09/15) Contractor warrants it has no present interest and shall not acquire any interest that would conflict in any manner with its duties and obligations under this Contract.

5.1.5 Compliance with Applicable Law. (09/15) Contractor warrants it has complied and shall comply with all applicable federal, state, and local laws and regulations of its domicile and wherever performance occurs during the term of this Contract. Contractor warrants it is currently in compliance with all tax laws.

5.1.6 Compliance with Civil Rights Act. (09/15) Contractor warrants it is in compliance with Title VI of the Civil Rights Act of 1964 and its corresponding regulations as further described at: http://www.portlandoregon.gov/bibs/article/446806.

5.1.7 PCI DSS Compliance. As set forth in Section 7.10.2, Contractor warrants it is in compliance with PCI DSS requirements as set forth in Section 7.10.2 and shall maintain such compliance.

5.1.8 Respectful Workplace Behavior (09/15) The City is committed to a respectful work environment, free of harassment, discrimination and retaliation and other inappropriate conduct. Every individual has a right to work in a professional atmosphere where all individuals are treated with respect and dignity. The City's HR Rule 2.02 covers all employees of the City as well as contractors, vendors or consultants who provide services to the City of Portland. Contractor warrants its compliance with terms and conditions HR 2.02 as further described at: http://www.portlandoregon.gov/citycode/article/12121

5.2 Compliance with Non-Discrimination Laws and Regulations.

5.2.1 Compliance with Regulations: Contractor shall comply with the regulations relative to nondiscrimination in Federally-assisted programs as set forth in Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as "the Regulations"), which are herein incorporated by reference and made a part of this Contract.

5.2.2 Nondiscrimination: Contractor, with regard to the work performed by it during this Contract, shall not discriminate on the grounds of race, color, national origin, sex, sexual orientation, age, religion, disability, marital status, or family relationships in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when this Contract covers a program set forth in Appendix B of the Regulations.

5.2.3 Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, sexual orientation, age, religion, disability, marital status, or family relationships.

5.2.4 Information and Reports: Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or any state or federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information Contractor shall so certify to the City or the any state or federal agency as appropriate, and shall set forth what efforts it has made to obtain the information.

5.2.5 Sanctions for Noncompliance: In the event of Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such contract sanctions as it or any state or federal agency may determine to be appropriate, including, but not limited to: (a) withholding of payments to Contractor under this Contract until Contractor complies, and/or (b) cancellation, termination, or suspension of this Contract, in whole or in part.

5.2.6 Incorporation of Provisions: Contractor shall include the provisions of paragraphs (5.2.1) through (5.2.6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

5.2.7 Contractor shall take such action with respect to any subcontractor procurement as the City or any state or federal agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request the City to enter into such litigation to protect the interests of the City, and, in addition, Contractor may request the United States to enter into such litigation

to protect the interests of the United States.

5.2.8 Contractor shall have the responsibility to inquire as to which agencies, if any, have a regulatory interest in this Contract and comply with any resulting regulations or requirements.

5.2.9 Required Reporting: Any person who believes that he/she has been the object of unequal treatment or discrimination under Title VI and related statutes may file a complaint with the City of Portland's Title VI Program Manager, 1120 SW 5th Avenue, Room 1204, Portland, Oregon 97204, or title6complaints@portlandoregon.gov.

5.3 Product(s) and Service(s) Warranties. Contractor makes the following warranties:

5.3.1 No Third Party Conflict or Infringement. (09/15) As of the Effective Date, Contractor warrants the Software and all other Modules or components of the System and the execution, Delivery, and performance of this Contract shall not contravene the terms of any contracts with third parties or any third-party Intellectual Property Right; and, as of the Effective Date of this Contract, there are no actual or threatened legal actions with respect to the matters in this provision. Contractor agrees to promptly notify the City, in writing, if during the Term of the Contract, a potential third party conflict or infringement of third-party Intellectual Property Rights arises.

5.3.2 Conformance with Specifications. (09/15) Contractor warrants that the System and all Modules shall operate in conformance with the Specifications.

5.3.3 Integrated System. (09/15) Contractor warrants that the Products will function together as an integrated System in accordance with the Specifications.

5.3.4 System Compatible. (09/15) Contractor warrants that the System is compatible with the City's existing data files and systems required for Use or Access of the System, such as Web browsers and Microsoft Office Suite.

5.3.5 No Material Defects or Malware/Illicit Code. (09/15*) Contractor warrants that the Software and all Modules are free of any virus, worm, time bomb, Trojan horse, spyware, malware, or other program routine designed to conduct data mining, or to interrupt, erase, disable, monitor, report on, limit the functionality of, or otherwise harm the City's hardware, telecommunications equipment, data, or other software. Contractor warrants that the Software does not:

a) contain any malicious hidden files that Contractor or any Subcontractor knows or should have known were contained in the Software, Modules or programming;

b) replicate, transmit, or activate itself (with the exception of push notifications and location services) without the control of an authorized person operating computing equipment on which it resides, unless requested or authorized by the City;

c) alter, damage, or erase any data or City computer programs without the control of an authorized person operating the computing equipment on which it resides; or

d) contain any key, node lock, time-out or other function, whether implemented by electronic, mechanical or other means, which restricts or may restrict Use or Access to the System or any related programs or data, based on Configuration, frequency or duration of Use, or other limiting criteria.

5.3.6 Documentation Explains Use. (09/15) Contractor warrants that the Documentation shall explain the operation of the Software in terms understandable by City Users of reasonable technical competence.

5.3.7 All Necessary Materials. (09/15) Contractor warrants that it has informed the City of all requirements for the System and that except as set forth herein, no other software, interfaces, applications, or other products and/or services are required to be used in conjunction with the System in order for the System to operate in accordance with the Specifications.

5.3.8 Industry Standards. (09/15) Contractor warrants that the Products, Services and all other components of the System are compliant with generally accepted industry standards. Contractor warrants that the work performed under this Contract will meet the standards of skill and diligence normally employed by persons performing the same or similar services.

5.4 No Waiver of Warranties or Representation. (09/15) Receipt of Products or Deliverables shall not be construed to represent Acceptance nor shall the delivery of Products or Deliverables relieve Contractor from its responsibility under any representation or warranty. If the City makes a payment for a Product or Deliverable prior to Final Acceptance, the payment does not grant a waiver of any representation or warranty by Contractor.

5.5 No Third Party to Benefit. (09/15) This Contract is entered into for the benefit of the City and Contractor. Except as set forth herein, nothing in this Contract shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a Party to this Contract to maintain a suit for breach of contract, personal injuries, property damage, or any other relief in law or equity in connection with this Contract.

5.6 Assignment. (09/15) Neither Party shall assign, transfer, subcontract, or delegate all or any part of this Contract, or any interest therein, without the other Party's prior written consent, which shall not be unreasonably withheld, except that (a) either Party may assign to any corporate Affiliate pursuant to any merger, consolidation or other reorganization, without the other Party's consent but upon written notice to the other Party, (b) in the event that the City's business needs change or the City enters into an agreement with a provider for outsourcing services, Contractor agrees that the City shall have the right to assign this Contract to a successor of all, substantially all, or specified area(s) of the City's business, including an outsourcing provider, provided such outsourcing provider operates the Software licensed hereunder expressly and solely for the City's benefit, upon written notice to the other Party, and (c) Contractor may, without the City's consent but upon prior written notice to the City, assign its right to payment under this Contract or grant a security interest in such payment to any third party without requiring that the third party be liable for the obligations of Contractor under this Contract.

5.7 Delegation of Obligations/Subcontractors. (09/15) Contractor shall not subcontract any work, assign any rights (including, without limitation, in connection with the sale of all or substantially all of Contractor's assets or stock), or delegate any obligations under this Contract, or cancel or change any previously approved subcontract without the City's prior written consent. Contractor shall be fully responsible for the acts and omissions of its Subcontractors at all levels, and of their agents and employees. Contractor shall ensure that all applicable provisions of this Contract (including those relating to Insurance, Indemnification, PCI DSS compliance and Confidentiality) are included in all of its subcontracts. The City reserves the right to review any agreements between Contractor and its Subcontractors for Products and/or Services authorized under this Contract.

All M/W/ESB Subcontractors identified in Contractor's proposals shall be used in their proposed capacity during Contract performance. If Contractor desires to replace any M/W/ESB Subcontractors under this Contract all substitution requests shall have approval from the City's Chief Procurement Officer before such substitutions can be made. In no event shall Contractor subcontract any work, assign any rights, or delegate any obligations under this Contract without the City's prior written consent.

5.8 Flow-down Clauses. (09/15) Contractor shall include the following clauses, or substantially similar language, in its subcontracts under this Contract:

Section 4.5, Confidentiality
Section 5.2, Compliance with Non-Discrimination Laws and Regulations
Section 6.1, Hold Harmless and Indemnification
Section 6.2, Insurance Requirements
Section 7.8, IPR Infringement Indemnification
Section 7.9, Security
Section 7.10, PCI DSS Requirements for any Subcontractor with access to PCI data

5.9 Force Majeure. (09/15)

5.9.1 In the event that either Party is unable to perform any of its obligations under this Contract due to a Force Majeure Event not the fault of the affected Party, the Party who has been so affected immediately shall give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, the performance obligations affected by the Force Majeure event shall immediately be suspended.

5.9.2 If the period of nonperformance exceeds fifteen (15) Calendar Days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract or any Statement of Work.

5.9.3 If the period of nonperformance due to a Force Majeure Event does not exceed fifteen (15) Calendar Days, such nonperformance shall automatically extend the Project schedule for a period equal to the duration of such events. Any Warranty Period affected by a Force Majeure Event shall likewise be extended for a period equal to the duration of such event.

5.9.4 If the period of nonperformance due to Force Majeure Event is longer than fifteen (15) Calendar Days, the Parties shall negotiate options for mitigation of the Force Majeure Event.

5.9.5 A Data Breach or Data Compromise or other security breach shall not be considered a Force Majeure Event.

5.10 Ownership of Property. (09/15) Any work products produced or created by Contractor for the City shall be understood to be, to the fullest extent of the law, works made for hire unless the Parties have expressly agreed otherwise in writing.

5.11 Proprietary Rights. (09/15) Except Customizations, all trademarks, service marks, patents, copyrights, trade secrets, and other proprietary rights in or related to the Product or Service are and will remain the exclusive property of Contractor or its designees. City shall not decompile, disassemble, or otherwise reverse engineer the Software.

5.12 Financing of Property. (09/15) If Contractor finances any property, real or personal, that comprises any part of the System, the term of such financing shall not exceed the term of this Contract. If Contractor finances or leases any such property or equipment, Contractor shall ensure that any agreements ancillary to or supporting the principal lease or financing agreement (e.g., hardware, software, maintenance, insurance) are coterminous to the principal financing or leasing arrangement. In addition, if this Contract is terminated, Contractor shall ensure that the City or any successor contractor shall have the right to terminate, renegotiate or be assigned any lease of property or equipment or ancillary agreement (other than, in the case of the City, any financing agreement or insurance). Contractor warrants that, with the exception of property that is leased or subject to a properly perfected security interest, it shall at all times own the Software proposed for this Contract, with the exception of Third Party Software, telecommunications services and buildings, and shall keep such property free and clear of any and all security interests, liens, charges, levies, assessments or encumbrances.

5.13 Notice of Change in Financial Condition. (09/15) Contractor shall maintain a financial condition commensurate with the requirements of this Contract. If, during the term of this Contract, Contractor experiences a change in its financial condition which may adversely affect its ability to perform the obligations of this Contract, Contractor shall immediately notify the City in writing. Failure to notify the City of such a change in financial condition is sufficient grounds for terminating this Contract.

5.14 Notice of Change in Ownership. (09/15) If, during the term of this Contract, Contractor experiences a change in ownership or control, Contractor shall immediately notify the City in writing. Failure to notify the City of such a change in ownership or control is sufficient grounds for terminating this Contract.

6 SECTION 6 INSURANCE, BONDING, LIQUIDATED DAMAGES, INDEMNIFICATION

6.1 Hold Harmless and Indemnification. (09/15*) Contractor shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, demands, suits, and actions, and indemnify the City of Portland, its officers, agents, and employees from all losses, damages

subject to the limitations set forth herein, liabilities, costs and expenses of whatsoever nature, including those related to PCI DSS compliance, Data Breaches and Data Compromises, and security breaches as set forth in Section 7.10 (including all attorneys' fees and costs), resulting from or arising out of the activities, errors or omissions of Contractor or its officers, employees, Subcontractors, or agents, including intentional acts, under this Contract.

Contractor agrees to hold harmless and indemnify the City and its Affiliates against any taxes, premiums, assessments, and other liabilities that the City or its Affiliates may be required to pay arising from Products and/or Services provided by Contractor under this Contract. The City of Portland, as a municipal corporation of the State of Oregon, is a tax-exempt unit of local government under the laws of the State of Oregon and is not liable for any taxes.

6.2 Limitation of Liability. Except as set forth herein, in no event will either party be liable to the other party for any lost profits, lost savings, or incidental, indirect, special, or consequential damages arising out of City's Use or inability to Use the product or the breach of this Agreement, even if Contractor has been advised of the possibility of such damages. As set forth in Section 7.10.5, certain costs related to security breaches or lack of PCI DSS compliance shall be considered direct damages.

6.3 Insurance. (09/15) Work shall not commence until all insurance requirements listed below have been met and certificates have been approved by the City Attorney and filed with the Auditor. All required insurance must be issued by companies or financial institutions with an AM Best rating of A or better and duly licensed, admitted and authorized to do business in the State of Oregon.

6.3.1 Insurance Certificate. (09/15) As evidence of the required insurance coverage, Contractor shall furnish compliant insurance certificates, including required endorsements, to the City prior to execution of the Contract. The certificates shall list the City as Certificate Holder. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance. If the insurance is canceled or terminated prior to completion of this Contract, Contractor shall provide a new policy with the same terms. Contractor agrees to maintain continuous, uninterrupted coverage for the Term of this Contract and to provide insurance certificates demonstrating the required coverage for the Term of this Contract, plus tail coverage if required as set forth in Section 6.2.4.4. Failure to maintain insurance as required by this Contract may be considered a Material Breach of this Contract by the City.

6.3.2 Additional Insureds. (09/15) The coverage shall apply as to claims between insureds on the policy. The insurance shall be without prejudice to other coverage. For liability coverage, the insurance certificate shall list the City as Certificate Holder and name as additional insureds "the City of Portland, Oregon, and its officers, agents and employees," and an endorsement to the liability policy shall confirm the naming of the City as an additional insured. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

6.3.3 Insurance Costs. (09/15) Contractor shall be financially responsible for all pertinent deductibles,

self-insured retentions, and/or self-insurance.

6.3.4 Required Coverage is as follows: (09/15)

6.3.4.1 Commercial General Liability. (09/15) Contractor shall provide and maintain commercial general liability and property damage insurance in the minimum amount of $2,000,000.00 (two million U.S. dollars) per occurrence that protects Contractor and the City and its officers, agents and employees from any and all claims, demands, actions and suits for damage to property or personal injury arising from Contractor's work under this Contract. Contractor's umbrella liability coverage includes rental cars.

6.3.4.2 Workers' Compensation. (09/15) Contractor shall comply with the workers' compensation law, ORS Chapter 656, as it may be amended, and if workers' compensation insurance is required by ORS Chapter 656. Contractor shall maintain coverage for all subject workers as defined by ORS Chapter 656 and shall maintain a current, valid certificate of workers' compensation insurance on file with the City Auditor for the entire period during which work is performed under this Contract. Contractors who are non-subject workers meeting one of the exceptions in ORS 656.027 may not be required to carry workers compensation insurance. Any contractor requesting an exemption from the workers compensation coverage listed above must make that request in writing to the City Attorney, stating Contractor's qualification for exemption under ORS 656.027.

6.3.4.3 Technology Errors and Omissions; Cyber Liability. (09/15) Contractor shall provide and maintain liability insurance covering acts, errors, or omissions, including negligent acts, arising out of the performance or failure to perform professional services related to the Products and Services under this Contract. Contractor shall maintain insurance that shall cover any and all claims and losses with respect to network risks (such as Data Breaches, Data Compromises, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) and infringement of Intellectual Property Rights. Such insurance shall include limits of coverage of not less than $2,000,000.00 (two million U.S. dollars) written on a per occurrence basis. If coverage is written on a claims-made basis, coverage shall remain in effect for not less than three (3) years following the date of termination or expiration of this Contract. Evidence of coverage must be sent to the City for three years following termination or expiration of this Contract.

6.3.4.4 Crime Insurance/Employee Dishonesty. (*) Such insurance shall provide coverage including: employee dishonesty coverage; forgery or alteration coverage; computer fraud coverage; funds transfer fraud coverage; money and securities coverage; and money orders and counterfeit money coverage. Such insurance shall include limits of coverage of not less than US$5,000,000.00 (five million U.S. dollars) written on a per occurrence basis.

6.3.5 Insurance Requirements for Subcontractors. (09/15) Should Contractor subcontract any part of this Contract, Contractor will require those Subcontractors or Affiliates if not covered under Contractor's insurance, to obtain and keep in force for the duration of this Contract, insurance equal to the minimum values indicated above.

6.4 Liquidated Damages (*)

6.4.1 The Parties acknowledge that Contractor's failure to meet the requirements identified in Table 6A or Contractor's failure to maintain operation of the System without outages, where such failure is solely the result of Contractor's action or failure to take action, whose cumulative time exceeds the Resolution Commitment in Table 6A below, will cause the City to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the City of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof.

6.4.2 Contractor agrees that liquidated damages may be assessed and recovered by the City against Contractor, in the event of delayed completion of a task or System outage and without the City being required to present any evidence of the amount or character of actual damages sustained by reason thereof.

6.4.3 Liquidated damages are intended to represent estimated actual damages and are not intended as a penalty.

6.4.4 Payment of liquidated damages by Contractor to the City shall not limit the City's right to terminate this Contract for Material Breach or to seek other remedies as provided elsewhere herein.

6.4.5 Payment of liquidated damages does not relieve Contractor of performance obligations under this Contract or any Statement of Work.

Table 6A: Liquidated Damages Table

Item	Category	Performance Measures	Liquidated Damages	Resolution Commitment
1	Technical Support - Responses	Technical support personnel availability 6:00 am to 8:00 pm (Pacific Time), Monday through Saturday and Sunday 12:00 pm to 8:00 pm.	$100 per Calendar Day or portion thereof	Following notice from City that an Error or incident has occurred, Contractor shall have twenty-four (24) hours to respond via phone or email.
2	Service Availability	Mobile payment service available to parking Customers during paid parking hours and established pre-pay hours (usually 2-3 hours prior to paid parking hours). Customer should receive confirmation of their transaction and proof of payment. Failures caused by City's payment processor (Elavon) are excluded.	$1,000 per Calendar Day	Following notice from City that an incident as described herein has occurred, Contractor shall have twenty-four (24) hours to cure the Error.

Item	Category	Performance Measures	Liquidated Damages	Resolution Commitment
3	Data Interfaces and Data Availability	Must provide data Interface to push real-time detail Transaction Data of mobile payments to City's current multi-space vendor, City's payment processor, City's single space vendor (if requested), and City's handheld enforcement vendor. Contractor shall transmit at least ninety-eight percent (98%) of all recorded events in real-time, and at least ninety-nine percent (99%) of all recorded events within ten (10) seconds after occurrence to the associated databases. Excludes mutually agreed upon outages and outages attributed to City's multi-space vendor, City's payment processor, City's single space vendor (if requested), and City's handheld enforcement vendor.	$100 per Calendar Day	Following notice from City that an Error or incident as described herein has occurred, Contractor shall have twenty-four (24) hours to cure the Error.

6.5 Rolling Estoppel. (09/15) Unless otherwise notified by Contractor, it shall be understood that the City shall have met all its obligations under this Contract. The City will be conclusively deemed to have fulfilled its obligations, unless it receives written notification of a failure to meet such obligations within thirty (30) Business Days following such failure, whichever is sooner, and Contractor identifies the specific failure in that notification. The City's failure to meet obligations must be described in terms of how it has affected the Project schedule or a specific performance requirement of Contractor.

6.5.1 Contractor is estopped from claiming that a situation has arisen that might otherwise justify changes in Project timetable, the standards of performance under this Contract, or the Contract price, if Contractor knew of that problem and failed to provide notification to the City as set forth above.

6.5.2 In the event Contractor identifies a situation that is impairing Contractor's ability to perform for any reason, Contractor's notification should contain Contractor's suggested solutions to the situation. These suggestions should be in sufficient detail so that the City's Project Manager can make a prompt decision as to the best method of dealing with the problem and continuing the Project in an unimpeded fashion.

6.6 Dispute Resolution. (09/15) Contractor shall cooperate with the City to ensure that all claims and controversies which arise during this Contract will be resolved as expeditiously as possible in accordance with the following resolution procedure:

a) Any dispute between the City and Contractor shall be resolved, if possible by the Project Manager or their designee on behalf of the City and the Client Success Manager on behalf of Contractor.

b) If the Project Manager or the Project Manager's designee and Contractor are unable to resolve any dispute within three (3) Business Days after notice of such dispute is given by either Party to the other, the matter shall be submitted to the PBOT Bureau Director, and an assigned representative of the City Attorney's Office on behalf of the City and General Counsel on behalf of Contractor for resolution, if possible.

c) Should any dispute arise between the Parties concerning this Contract that is not resolved by mutual agreement above, it is agreed that such dispute will be submitted to mandatory mediated negotiation prior to any Party's commencing arbitration or litigation. In such an event, the Parties to this Contract agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the Parties, but in the absence of such agreement each Party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the Parties.

d) Should an equitable solution not result from the foregoing, the City and Contractor shall be free to pursue other remedies allowed under this Contract.

e) Unless ordered by the City to suspend performance of all or any portion of Contractor's Services or delivery of Products, Contractor shall proceed with the performance of such Services or delivery of Products without any interruption or delay during the pendency of any of the foregoing dispute resolution procedures. During the pendency of any of the foregoing dispute resolution procedures, the City shall continue to make all payments that are not in dispute while having the right to withhold payments that are in dispute.

6.7 Remedies. (09/15) The remedies provided in this Contract are cumulative, and may be exercised concurrently or separately. In the event of any Material Breach by Contractor, which Material Breach shall not have been cured as agreed to between the Parties, the City shall have the ability to pursue the City's rights at law or equity. The exercise of any one remedy shall not constitute an election of one remedy to the exclusion of any other.

6.8 Cost of Cover. (09/15) In the event of termination of this Contract by the City due to a Material Breach by Contractor that remains uncured for the applicable agreed cure period, then the City may complete the Project itself, by agreement with another contractor, or by a combination thereof. After termination, in the event the cost of completing the Project exceeds the amount the City would have paid Contractor to complete the Project under this Contract, then Contractor shall pay to the City the amount of the reasonable excess.

7 SECTION 7 SOFTWARE LICENSE SPECIFIC PROVISIONS

7.1 Application. (09/15) These provisions shall apply to all Software. These Provisions shall cover any Third Party Software supplied by Contractor except where specifically excluded. The terms in this Section 7 supersede and prevail over any embedded, "click-wrap," "shrink-wrap," or hyperlinked terms of license for the Software.

7.2 Grant of License. (*) Contractor hereby grants the City a revocable, non-exclusive, non-assignable, non-transferrable, and non-subleaseable right and license to Use and Access the Software for its governmental operations. All Intellectual Property Rights including, without limitation, trade names, Source Code, trademarks, copyrights, patents, and trade secrets, not explicitly granted to the City in this Contract are reserved to Contractor. The City will not, directly, indirectly, alone, or with another party, (i) copy, disassemble, reverse engineer, or decompile the Software or any subpart thereof; (ii) modify, create derivative works based upon, or translate the Software or Source Code; (iii) transfer or otherwise grant any rights in the Software or Source Code in any form to any other party; (iv) attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder.

7.3 Third Party Software. (09/15) Contractor shall be responsible for effecting licensure for the City of any Third Party Software required for the System and provided by Contractor under this Contract.

7.4 Substitution or Modification of Software or System at No Charge. (09/15) In the event that Contractor substitutes or modifies the Software, an individual Module or the System, Contractor shall ensure that the new or modified Module, Software, or System shall conform in all aspects to the Specifications and shall in no way degrade the performance or functionality of the Module, Software or System. Such substitutions or modifications will result in no additional cost to the City.

7.5 Documentation Explains Use. (09/15) The Documentation shall explain the operation of the System in terms understandable by City personnel of reasonable technical competence.

7.6 Data Ownership and Use of Data. (*) Contractor shall retain all ownership rights and Intellectual Property Rights in pre-existing or independently developed Software. City shall retain all ownership rights in any City Data. City Data shall be exportable into Microsoft Excel format. Upon the expiration or termination of this Contract, or when required by law, Contractor shall make all City Data available for export in a JSON format or another format compatible with City systems.

7.6.1 Data Ownership.

7.6.1.1 Transaction Data shall be owned by Customers and licensed to Contractor per Contractor's Customer Terms and Conditions and Contractor's Privacy Policy attached to this Contract as Exhibits C and D. Contractor thereby acquires a revocable, fully-paid license, subject to revocation only by the Customer, to possess and/or sub-license such Transaction Data, to store, display, transmit, and use all Transaction Data and all data stored, created, or transmitted by Contractor as a result of any Customer's use of any component of the System, strictly in accordance with Exhibit D: Contractor's Privacy Policy. Contractor reserves the right to update

or modify its Privacy Policy from time to time, but at no less restrictive privacy practices than as set forth in the attached Exhibit D, Contractor's Privacy Policy.

7.6.1.2 City Data, excluding Transaction Data, shall be owned by the City. Contractor hereby acquires from the City a revocable license to store and use any City Data other than Transaction Data created as a result of the Contractor's use of the Software for its internal business purposes.

7.6.1.3 Contractor shall be the owner of PCI and PII data.

7.6.2 Data Retention. Contractor shall retain City Data for a period not less than three (3) years from the date of creation.

7.6.3 Address Verification ("AVS") Data. Contractor shall collect and pass on to the City's payment processor all AVS data for each transaction processed through the System. Contractor shall pay any increase in interchange assessed to the City if AVS data is not collected and passed on.

7.6.4 Provision of Data. Upon the expiration or termination of this Contract, Contractor will provide a copy of all Transaction Data, excluding PCI data and PII, to the City in a mutually agreed machine-readable format within thirty (30) Calendar Days after receipt of a written request for such data from the City.

7.6.5 Transition Assistance. In the event that this Contract expires, is terminated by the City, or Contractor becomes unable to provide the Services or the System, Contractor will provide transition support to the City for a period of sixty (60) Calendar Days to ensure the smooth transition of the City's Mobile Parking Payment System to an alternate vendor, including notification of Customers of the change.

7.7 Infringement Indemnity. (09/15) Contractor shall, at its own expense, save, hold harmless, and defend the City, its directors, officers, employees, agents and Affiliates from and against any and all claims, demands, suits, and actions, and indemnify the City, its directors, officers, employees, agents and Affiliates from any damages, liabilities, losses, costs, and expenses (including reasonable attorney fees, whether or not at trial and/or on appeal), arising out of or in connection with any actual or alleged misappropriation, violation, or infringement by the Software of any proprietary right or Intellectual Property Right of any person whosoever. The City agrees to notify Contractor of the claim and gives Contractor sole control of the defense of the claim and negotiations for its settlement or compromise.

7.8.1 No settlement that prevents the City's continuing Use of the Software shall be made without the City's prior written consent. If any third party claim causes the City's Use of the Software to be endangered, restricted or disrupted, Contractor shall:

a) cause the Software to be replaced, at no additional charge, with compatible functionally equivalent and non-infringing Software;

b) cause the Software to be modified to avoid the infringement;

c) obtain a license for the City to continue using the Software and pay any additional fee required for such license; or

d) if, after Contractor uses all due diligence or standard of care none of the foregoing alternatives is possible, in addition to other remedies set forth herein Contractor will terminate the license and refund to the City license fees actually paid by the City and any direct damages documented by the City for the affected Software and Documentation.

7.8 Security. (09/15) Contractor shall provide immediate notification to the City's Information Security Manager and the City's Project Manager of any Data Breach or Data Compromise or other security breach that affects City data or systems. Contractor shall provide immediate notification to the City's Project Manager of any incident relating to System integrity such as a computer virus.

7.8.1 Contractor shall comply with City of Portland, Bureau of Technology Services Information Security Administrative Rules BTS-2.01, BTS-2.02, BTS-2.08, BTS-2.12, BTS-2.15, and BTS-2.17. These BTS rules are located at http://www.portlandoregon.gov/citycode/26821.

Contractor shall also comply with FIN-2.10 and FIN-2.17, which are located at: https://www.portlandoregon.gov/citycode/26819.

7.8.2 Contractors providing or having access to data containing City Confidential Information or PII (as defined in the Oregon Consumer Identity Theft Protection Act, ORS 646A.600 to 646A.628) shall maintain and demonstrate compliance with ORS 646A.600 to 646A.628. Specifically contractors shall develop, implement and maintain reasonable safeguards to protect the security, Confidentiality and integrity of the PII, including disposal of the data where appropriate. Contractor shall also provide immediate notification to the City of a Data Breach or Data Compromise or a security breach and in cooperation with the City, provide notice to affected consumers. Contractor shall be responsible for any costs or penalties related to or resulting a Data Breach or Data Compromise or a security breach involving the System.

7.8.3 As stated in Section 5.9.5 a Data Breach or Data Compromise or other security breach shall not be considered a Force Majeure Event.

7.8.4 Should remote access be required, Contractor will follow all City policies regarding remote access including completion of a Remote VPN Access Form. The form is available upon request.

7.8.5 If the City furnished Contractor with City-provided e-mail addresses for Contractor employees or Subcontractors working on the Project, all communications shall take place on such City e-mail addresses and not be moved, copied, or forwarded to private e-mail addresses.

7.9 PCI DSS Requirements

7.9.1 Contractor has access to Software or a System which processes and/or interacts with credit/debit card information and which must be compliant with the Payment Card Industry - Data Security Standard (PCI DSS) standards. The most current standards are maintained at: https://www.pcisecuritystandards.org/security_standards/index.php.

7.9.2 PCI DSS Certification. Contractor warrants that throughout the term of this Contract it will maintain its PCI DSS certification and will secure any cardholder data it possesses in full compliance with the applicable provisions of PCI DSS, as they are updated or amended from time to time. Contractor shall demonstrate its compliance with PCI DSS by providing an executed Attestation of Compliance (AOC), completed by an independent third-party PCI Qualified Security Assessor (QSA), to the contact person designated by the City, prior to execution of this Contract and thereafter annually within ten (10) Business Days of Contractor's receiving the results of its assessment. The current designee for receipt of the AOC is shown on the first page of this Contract.

7.9.3 In the event of a Data Breach or Data Compromise anywhere in Contractor's system or network, or if, in the City's reasonable opinion, there is a suspected violation of security, fraud, or a potential Data Breach or Data Compromise or other security breach, the City may request an investigation by an independent third-party qualified PCI Forensic Investigator (PFI), at the City's own time and expense. If the investigation finds that such violation, fraud, or breach is the result of Contractor's actions or omissions, Contractor shall reimburse Licensee as set forth in this Section.

7.9.4 Indemnification. Contractor shall indemnify the City for any fines or penalties by government or regulatory agencies or financial institutions, and related costs, if the City is fined or penalized due to lack of PCI DSS compliance on the part of Contractor or the Products or Services. Additionally, any costs or fees incurred by the City due to a Data Breach or Data Compromise, security breach anywhere in Contractor's System or networks, or lack of PCI DSS compliance, including but not limited to forensic audits and investigations, consumer notification, consumer credit reports, and credit monitoring for potentially affected consumers up to one year, shall be paid directly or reimbursed to the City by Contractor.

7.9.5 IN THE EVENT OF A SECURITY BREACH OF PERSONAL INFORMATION AS DEFINED IN ORS 646A.60 OR CONTRACTOR'S FAILURE TO MAINTAIN PCI DSS COMPLIANCE, THE CITY'S COSTS FOR BREACH NOTICES, CONSUMER CREDIT MONITORING, REGULATORY PENALTIES, FINES, INVESTIGATIONS AND FORENSIC ACTIVITIES ARISING FROM A DATA BREACH, DATA COMPROMISE, OR SECURITY BREACH OF PERSONAL INFORMATION, OR FROM LACK OF PCI DSS COMPLIANCE, SHALL BE CONSIDERED DIRECT DAMAGES.

8 SECTION 8 MAINTENANCE AND PRODUCT WARRANTY SERVICES, SERVICE LEVEL AGREEMENT (09/15*)

These provisions shall apply to all System/Software Warranty and Maintenance Services. These provisions shall cover any Third Party Software supplied by Contractor as components of the System.

Should any ambiguities or conflicts arise between this Section and any other section in the Master Terms and Conditions, this Section 8 shall prevail in matters of Product Warranty and Maintenance.

8.1 Maintenance Term. (09/15) Contractor's Maintenance obligations commence on the Effective Date. The price for annual Maintenance is included in the Fees set forth in Exhibit A, Price.

8.2 Service Level Agreement. (*) Contractor warrants availability of the Website shall meet the following minimum metrics:

8.2.1 Availability and Service Level Monitoring. Contractor commits to Website availability of at least 99.90% measured on a rolling three-month basis, Contractor shall utilize appropriate measurement and monitoring tools and procedures necessary to measure the availability of its Website 24X7X365, and performance of the Services and compare performance to the SLA metrics set forth herein. The Website is considered available if Users of the Software can Use the Software to pay for parking. Upon the City's request, Contractor shall provide the City with access to such measurement and monitoring tools (including, but not limited to on-line visibility of such tools), and any other information reasonably necessary to verify compliance by Contractor with the SLA metrics. Contractor shall also provide the City with quarterly reports on performance and availability. The City shall have the right, at its sole expense, to independently monitor the Services.

8.2.2 Scheduled Downtime. Contractor will provide the City with a minimum of ten (10) Calendar Days' notice of planned downtime of the Website where such downtime may have an impact on the City's governmental operations, or the Use of the Website by its Users and potential Users.

8.2.3 Failure to Meet Uptime, Website Availability, and SLA Commitment. In the event that the System is not available during paid parking hours or pre-pay hours of meter operation, for any continuous period of 15 minutes or more during any given seven (7) Calendar Day period, the City may impose damages unless the outages are mutually agreed upon in advance by the City and Contractor. For any month during which System uptime drops below the uptime guarantee in Section 8.2.1, Contractor will provide a billing credit in an amount equal to: the percentage difference between a) the lowest uptime reached at any point during the month (calculated on a rolling three-month period) and b) the uptime guarantee multiplied by the total fees payable to Passport for such month. For example, if during a given month the Software uptime fell as low as ninety-five percent (95%) and during that month, the fees payable to Passport were one hundred dollars ($100.00), Passport would issue a billing credit of four dollars ($4.00).

8.2.4 Location of City Data. Contractor shall ensure that all City Data that is uploaded is stored, load balanced and backed up only at data centers within the boundaries of the United States in Contractor's Amazon RDS Multi-AZ database instances.

8.2.5 Disaster Recovery. Contractor shall provide disaster recovery Services for the Website that include the following features: a Fail-Over System and an emergency support and hotline access twenty-four (24) hours a day. Contractor's RDS shall perform a full daily backup data

between 3:00 a.m. and 3:30 a.m. daily and capture transaction logs for point in time recovery. Each backup shall be saved for seven (7) Calendar Days. Contractor's databases shall be replicated across multiple regions with multiple redundancies on the East and West coasts of the United States. In the event of an Error the standby replica of the System shall converted into the master version of the System and a new standby replica of the System shall be generated. Offsite snapshots shall be taken on a daily basis. Contractor's recovery Services shall provide a point in time instance or backup of the System which can be restored in under fifteen (15) minutes.

8.2.6 Technical Support Helpdesk/Staffing. (*) Contractor shall maintain a no-cost telephone hotline and provide support by e-mail in accordance with the details set forth below. These support Services shall be made available to the City on a 24x7x365 basis. Contractor shall provide staff with competent technical consultants who shall be trained in and thoroughly familiar with the Software and Website and with the City's applicable Configuration. Telephone support, e-mail support, and all other communication shall be delivered in English. Contractor shall provide no-cost support to Customers as set forth in Section 3.7 of Exhibit B, Statement of Work.

8.3 Maintenance Services Included. (09/15) Contractor shall keep all Modules and the System conforming to the Specifications and respond to requests by the City. Maintenance shall include the following:

8.3.1 Preventative. (09/15) Maintenance shall include the development, release and installation of Updates and Upgrades, and performance monitoring, evaluation, or use of diagnostic applications or tools.

8.3.2 Repair. (*) Within the time specified in the table below, Contractor shall Repair the System or Software when an Error has been identified by Contractor or the City. A workaround or Patch which eliminates the symptoms of the particular Error reported, but impairs the City's operations, shall be deemed an interim Repair and cannot last longer than seven (7) Calendar Days, unless otherwise mutually agreed in writing by both Parties.

8.4 Updates and Upgrades. (*) Contractor shall automatically install Updates at no additional cost to the City. However, in no event shall modifications, Updates, or Upgrades degrade the core functionality of any individual Module or the Software, or interfere with City's Use of the core functionality of the Software.

If Contractor plans to modify, Update, or Upgrade the Software in a manner that will cause it to no longer conform to the Specifications, Contractor shall provide the City at least ninety (90) days' notice prior to making any such modifications, and agrees to continue supporting the City's System for an additional year if the City is required to purchase new equipment to run the modified, Updated, or Upgraded Software.

8.5 Other Standard Services. (09/15) Contractor shall, at no additional cost to the City, provide other standard Services which Contractor offers at no cost to its other customers.

8.6 Priority levels, Response and Resolution times. (09/15*) Contractor shall respond to a Maintenance Request from City within the times specified in the tables below. Such Response Times shall be measured from the time the City requests Maintenance support. Contractor shall provide Maintenance as outlined in the table as the Response and Resolution Times set forth for each priority level. The following categories of priority levels shall apply to a Maintenance Request made by the City:

Table 8A: Definitions of System Priority Levels, Response and Resolution Times

Priority Level	Description
1	Critical Problems: If the System is experiencing problems that cause it to go down completely, that lead to data corruption, that cause major functions or features to fail to operate, or that are otherwise significant, material, and substantive. Contractor will provide an Error notice for such problems to the City within fifteen (15) minutes of when Contractor becomes aware of or when a Maintenance Request has been sent concerning such Error and dedicate resources on a continual (24x7), best efforts basis to correct the problem within one (1) hour of receipt of the Error notice. Contractor will provide the City status reports every one (1) hour, or more frequently if requested by the City, until the problem has been corrected.
2	Medium Impact Problems: If the System is experiencing problems that cause significant delays or cause minor functions or features to fail to operate that are substantive, but not material. Contractor shall provide an Error notice to the City for such problems within one (1) hour of when Contractor becomes aware of or when a Maintenance Request has been sent concerning such Error and shall work during normal business hours and use reasonable commercial efforts to correct the problems within six (6) hours of receipt of the Error notice. Contractor will provide the City status reports every one (1) hour, or more frequently if requested by the City, until the problem has been corrected.
3	Low Impact Problems: If the System is experiencing problems that cause minor delays that do not inhibit the ability to use the service that are not substantive and not material. Contractor will provide an Error notice to the City for such problems within one (1) hour of Contractor's becomes aware of or when a Maintenance Request has been sent concerning the Error and shall work during normal business hours and use reasonable commercial efforts to correct the problems within one (1) day of receipt of the Error notice.
4	The City requires information or assistance about System, such as questions about capabilities, installation, Configuration, operation, or cosmetic issues.

Contractor will provide the City status reports every one (1) hour, or more frequently if requested by the City, until the problem has been corrected.

8.7 Response and Resolution Times for Priority 1 Errors. (*)

Table 8B: Priority 1 Error Response and Resolution Commitments

Type of Priority 1 Error	Resolution Time	Resolution Action
Data center down	Less than 30 minutes	Production Environment to switch to Fail-over System.
MPPS down	Less than 30 minutes	System shall be replicated in real time such that if one part of the System goes down, the affected operations will automatically be routed to the Fail-over System
Enforcement System integration down	Less than 30 minutes	If the communication between Contractor and the Enforcement System is down, there will be a Fail-over System (by text or mobile browser) available to be used to lookup valid pay-by-cell parking transactions. It is not Contractor's responsibility if the Enforcement System is down.
Merchant processing gateway and batching mechanism down	Less than 30 minutes	As mutually agreed.

8.8 Patches and Updates Priority Levels and Resolution Actions. (*) Below is a table identifying the Contractor's commitments for the application of Patches and Updates.

Table 8C: Patches and Updates Response and Resolution Commitments

Type of Error	Resolution Action	Priority Level
Contractor Patches, any security Updates defined as "high," "critical," or "urgent" for all System components, and other IT resources affected by threat	Patches, Updates, and any Documentation are reviewed and then applied within 30 Calendar Days. These are applied into Production and Testing Environments to ensure no new issues are introduced before they are applied to the Production Environment.	1
Contractor Patches and security Updates defined as "medium," "moderate," or "important" for all System components and other IT resources affected by threat	Patches, Updates, and any Documentation are reviewed and then applied within 90 Calendar Days. These are applied into Production and Testing Environments to ensure no new issues	2

Type of Error	Resolution Action	Priority Level
	are introduced before they are applied to the Production Environment.	
Contractor Patches and security Updates defined as "low," "non-essential," or "non-urgent" for all System components and other IT resources affected by threat	Patches, Updates, and any Documentation are reviewed and then applied within 90 Calendar Days. These are applied into Production and Testing Environments to ensure no new issues are introduced before they are applied to the Production Environment.	3
Security alerts from SANS, CERT, NIST, CIS and all other industry-leading associations	Contractor will evaluate the severity and applicability of the risk highlighted by these organizations on a case-by-case basis to determine both the steps necessary to mitigate the threat and how urgently the solution is needed.	3
Recommendations from all other industry-leading security sources (online forums, email subscriptions to security forums, etc.) regarding threats	Contractor will evaluate the severity and applicability of the risk highlighted by these organizations on a case by case basis to determine both the steps necessary to mitigate the threat and how urgently the solution is needed	3

8.9 Management of Maintenance Requests. (*) All Maintenance Requests will be assigned a unique tracking number by Contractor. This unique tracking number will be referenced in all subsequent communications and status updates to the City. Initial responses for all Level 1 and Level 2 Maintenance Requests will be by telephone. Subsequent status updates may be by phone or email, whichever is deemed most appropriate by the City. Any intent to change the priority of a Maintenance Request, by either the City or Contractor, will require agreement by the other Party. Maintenance Requests will remain open and active until both Parties concur that successful resolution has been achieved.

8.10 Escalation. (*) If the City is unsatisfied with Contractor's Response or Resolution, the following escalation procedure will apply:

8.10.1 The City shall notify Contractor in writing of its intent to escalate. This notice will be sent to Contractor's Maintenance contact. Upon receipt of this notice, Contractor will contact the City immediately to acknowledge the request and obtain more information.

8.10.2 If within twenty-four (24) hours after the notice of intent to escalate, the City is not satisfied with the response or resolution, the City will contact the following Contractor executive to resolve the problem:

Brandon Rivard

Vice President, Client Success
(704) 909-7232
brandon.rivard@passportinc.com

8.10.3 In the case of a priority Level 1 or Level 2 Error which is not resolved within the Resolution Time stated above, Contractor shall immediately provide expert personnel to resolve the Error, either on-site or by means of secure remote access, at City's option. All costs incurred in connection with on-site or remote support shall be borne by Contractor. Contractor shall work on the solution until the Error is resolved to the satisfaction of the City. If requested by the City, Contractor will provide a Patch or workaround outside the normal release and quality assurance process, including telephone assistance with the implementation of the Patch or workaround.

8.10.4 In the case of a Level 3 Error and the next Upgrade is scheduled to be released within ninety (90) Calendar Days of the Maintenance Request, then the Error shall be resolved by the subsequently scheduled release or a mutually agreed upon release schedule. If the Error cannot be resolved by the subsequently scheduled release, or within a mutually agreed upon release schedule, Contractor shall provide expert personnel off-site to resolve the Error. All remote access and off-site assistance shall be at no additional cost to the City. Contractor shall work on the solution until the Error is resolved to the satisfaction of the City. If requested by the City, Contractor will provide a Patch or workaround outside the normal release and quality assurance process, including telephone assistance with the implementation of the Patch or workaround.

8.11 Maintenance Remedies.

8.11.1 Failure to Meet Response and Resolution Times. (*) In the event Contractor fails to meet the Response and Resolution Times or the requirements for timely status updates within Table 8A for priority Level 1 or 2, or other timelines as mutually agreed by Contractor and the City, the Liquidated Damages in Section 6.3 and Table 6A shall apply.

8.11.2 Remedies Not Exclusive. (09/15) In addition to any other remedies provided for in this Contract or at law or in equity, the City shall have the right to obtain one or more of the following non-exclusive remedies in the event of any failure of Contractor to meet Maintenance obligations: (a) suspension of dedicated payment obligations for Maintenance accruing during the period for which Contractor did not meet Maintenance obligations; (b) a refund of all Maintenance Fees paid by the City to Contractor for the period during which Contractor did not meet Maintenance obligations; and (c) notice to Contractor of Material Breach.

9 SECTION 9 ACCEPTANCE AND ACCEPTANCE TESTING

9.1 Right to Perform Acceptance Testing. (09/15) Prior to Accepting Deliverables, a Module or the System, the City shall have the right to perform Acceptance Testing, or for Deliverables not requiring Acceptance Testing, the City shall have the right to evaluate the Deliverable(s) to ensure they meet Acceptance Criteria. Acceptance Testing will include Contractor's working with the City Treasury to ensure the payment functionality meets all City requirements. Contractor shall cooperate with the City in the development of Acceptance Criteria and the Acceptance Test Plan

that shall codify and set forth the location, date, and other specifications of the test. Acceptance Testing may occur in one or more phases, depending on the integration of contingent products, scalability, performance tuning or other measurable features or milestones.

9.2 Procedure and Timetable. (09/15) Unless otherwise specified,

9.2.1 The City shall commence Acceptance Testing within a reasonable amount of time after receipt of a Deliverable.

9.2.2 Contractor shall provide, at no additional cost, reasonable and appropriate support, assistance, and consultation in order to facilitate Acceptance Testing.

9.2.3 The City will make all reasonable efforts to complete Acceptance Testing within the time period specified within the Project schedule mutually agreed upon by the Parties in writing. If an Acceptance Test is successful the City shall issue an Acceptance Certificate, a sample of which is attached as Attachment B-1 in Exhibit B, Statement of Work.

9.3 Failure of Acceptance Test. (09/15) The City will notify Contractor if a Deliverable or a portion of a Deliverable fails to pass an Acceptance Test and will specify in reasonable detail the identified failures and possible reasons for failure. After City's notification, Contractor shall correct the failure within ten (10) Business Days and notify the City that the correction has been completed. After Contractor's correction notification, the City shall perform a second Acceptance Test. If the Deliverable or portion of the Deliverable fails to pass the second Acceptance Test, the City shall notify Contractor in writing, and the City may, in its sole discretion: (a) require Contractor to replace the Deliverable or defective portion of the Deliverable at no additional cost to the City, (b) require Contractor to make further corrections to prepare for retesting again; (c) issue an Acceptance Certificate for an "Acceptance with Exception(s), or terminate the Contract."

If the City issues an Acceptance Certificate for an "Acceptance with Exception(s)" the City will list the exception(s) and the date for Contractor's correction of the Error(s). If Error(s) are corrected by the listed date(s) the City agrees to commence further Acceptance Testing of the Deliverable or affected portion(s). If the Deliverable passes the Acceptance Tests, the City will issue an Acceptance Certificate.

If a Deliverable fails a second or subsequent Acceptance Test (or in the event of a single Acceptance Test, *the* Acceptance Test) in no event shall there be an increase to the original price agreed to by the Parties for the Deliverable.

9.4 Revocation of Acceptance. (09/15) The City shall have the right to revoke "Acceptance with Exception(s)" if the City granted an "Acceptance with Exception(s)" based on Contractor's commitment to correct the Error within a reasonable period of time, but the Error has not been so corrected. The City shall also have the right to revoke Acceptance if the City accepted the Deliverable without discovery of the Error, and the Acceptance was reasonably induced by Contractor's assurances or by the difficulty of discovery of the Error before Acceptance.

Revocation is effective only if it occurs within a reasonable time after the City discovers or should have discovered the reasons for revocation.

9.5 Termination Based on Failure of Acceptance. (09/15) If the System fails to pass the Final Acceptance Test(s), the City may terminate this Contract, and Contractor will repay all fees paid up to the date of such failure.

9.6 No Waiver. (09/15) Acceptance shall not relieve Contractor from its responsibility under any Warranty. Payment for Products or the System or any portion thereof does not constitute Acceptance nor does it constitute a waiver of any Warranty applicable to the City.

10 SECTION 10 PUBLIC CONTRACTING

10.1 Public Contracts. (09/15) Contractor shall observe all applicable state and local laws pertaining to public contracts. ORS Chapters 279A, 279B and 279C require every public contract to contain certain provisions. Pursuant to those chapters, the following provisions shall be a part of this Contract, as applicable:

10.2 Pursuant to ORS 279B.220, in every public contract, Contractor shall make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Contract; shall pay all contributions or amounts due the Industrial Accident Fund from Contractor or Subcontractor incurred in the performance of the Contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

10.3 Pursuant to ORS 279B.230(1), in every public contract, Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

10.4 Pursuant to ORS 279B.230(2), in every public contract, all subject employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

10.5 Pursuant to ORS 279B.235(1), persons may not be employed for more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it. In such cases, the employee shall be paid a) at least time and half pay for all overtime in excess of eight (8) hours in any one day or forty (40) hours in any one week when the work week is five (5) consecutive days, Monday through Friday; or b) for all overtime in excess of ten (10) hours in any one day or forty (40) hours in any one week when the work week is four (4) consecutive days, Monday through Friday; and c) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

10.6 Pursuant to ORS 279B.235(3), when performing professional services, the employee shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC 201 to 209 from receiving overtime.

11 SECTION 11 TRAVEL

11.1 No travel is anticipated or reimbursable under this Contract. However, in the event that the City requests any travel to the City's facilities or any other location more than one hundred miles from Charlotte, North Carolina, the City will reimburse Contractor for all reasonable expenses incurred by Contractor employees in traveling at the City's request, in accordance with the City's travel reimbursement policies, which shall be added to this Contract by Amendment, in the event travel is required.

This Contract constitutes the entire agreement between the City and Contractor and supersedes all proposals, oral and written agreements, between the Parties on this subject, and any different or additional terms on a City purchase order or Contractor quotation or invoice.

The Parties agree that they may execute this Contract and any Amendments to this Contract, by electronic means, including the use of electronic signatures.

The Parties hereby cause this Contract to be executed.

CITY OF PORTLAND

Christine Moody 1/30/17
Chief Procurement Officer Date

Christine Moody
Printed Name

Approved as to Form

1/27/2017
Office of City Attorney Date

PASSPORT PARKING, INC. (CONTRACTOR)

1/25/17
Authorized Signature Date

Christian Gutierrez, CBDO
Printed Name and Title

Address: 1300 S. Mint St, Ste. 200
Charlotte, NC 28203

Phone: 704-909-7181

EXHIBIT A
CONTRACTOR FEE SCHEDULE
CONTRACT No. 30005152

1. SERVICES AND SOFTWARE

Under this Contract, Contractor will provide the City with Access to and Use of the following Hosted Software and Services.

1.1 Hosted Software

1.1.1 Contractor's Software, the proprietary web-based application that will act as the interface for Customers to input certain data into a mobile device to process a payment for parking.

1.1.2 Web-based Reporting/Administration Tools. Contractor will assign the City secure Access to real-time online reporting tools for the purposes of issuing refunds, researching transactions, generating daily and monthly reports, and reconciling accounts.

1.2 Payment Processing Services.

1.2.1 Contractor will provide the City with payment processing services for any credit or debit card with the Visa, American Express, or MasterCard logo. Other branded cards can be accepted by written mutual consent of both Parties.

1.2.2 Contractor shall collect the entire amount of the Fees (the Customer Convenience Fee and the City's Payment Gateway Fee) as set forth in the next section, along with the parking charge, in a single transaction. Contractor shall deposit all the funds directly in the City's bank through Contractor's payment gateway.

1.2.3 City will provide Contractor with the merchant ID to process transactions.

2. FEES

2.1 Set-up fees – Contractor will charge the City a one-time set-up fee of **$ 0.00** (ZERO) at Contract signing. There will be no charges to the City for Services.

2.2 Software and Services. Contractor will charge the City a per-transaction Fee for Access to and Use of the Software and Services (the Payment Gateway Fee). Fees will start on the day that the Service is "live" in full production Use, not testing. Per-transaction Fees shall be collected from Customers as set forth in Section 1.2 Payment Processing Services and paid to Contractor by the City as set forth in Section 3.7 Payment, of the Master Terms and Conditions.

2.3 Additional Services. In the event City requires additional Services from Contractor beyond those set forth in the Statement of Work, including any other Services that fall within Contractor's general technology platform, City and Contractor shall Amend this Contract and

add a Statement of Work for those specific Services, which shall include any additional fees. Prices for additional Customized Software development and graphic design Services are:

2.3.1 Software Development Services. To the extent that the City requests any Customization or requests that Contractor expedite the development of any planned Upgrade and Contractor determines that it will fulfill such request, City will pay a two-hundred and fifty-dollar ($250.00) Software development fee per development hour necessary to create such Customization or Upgrade. Nothing in this section shall be deemed to abridge or modify Contractor's right to determine, in its sole discretion, whether, when, and how to create any requested feature.

2.3.2 Custom Design Services. For any custom design services requested by the City with regard to any element of the Software, Passport will provide one proof of concept document and one revision to such document based on the City's feedback. Each additional revision to the proof of concept Document requested by the City and required by the City's making a material and substantial change to the design or functional Specifications originally provided to Passport will incur a one-thousand-dollar fee ($1,000.00) After the Parties have agreed to the proof of concept document, Passport will provide one final design draft Document and one revision to such draft based on the City's feedback. Each additional revision to the final design draft requested by the City and made necessary by the City's making a material and significant change to the final design draft will incur a one-thousand-dollar fee ($1,000.00).

2.4 Fee Structure. Fees will be based on the following table:

DESCRIPTION	UNIT OF ISSUE	UNIT PRICE
PARKING CUSTOMERS		
Customer Convenience Fee: Parking Transaction	per transaction	$0.05
Customer Convenience Fee: Extend Parking Transaction	0	$0.00
Customer Registration Fee	0	$0.00
CITY		
City's Fee to use the Contractor's Payment Gateway	per transaction	$0.05
TOTAL CUSTOMER CONVENIENCE FEE per Parking Transaction		**$0.10**
NOTE: The City will pass through the Payment Gateway fee to parking Customers		

2.5 Invoicing. Contractor shall invoice the City monthly for the Customer Convenience Fees and the City's Payment Gateway Fees that were collected the prior month. Invoicing and payment procedures are set forth in Section 3.7 of the Master Terms and Conditions.

2.6 Access, License, Use, and Maintenance Fees Included. The Fees in the table above are all-inclusive and are expressed per transaction. Fees include Access and Use, account set-up, statements, reporting, technical support, Maintenance, Updates, and Upgrades. There are no Software license fees, subscription fees, or other Fees to be charged to the City.

2.7 Declined Transactions. Contractor shall not charge the City a Payment Gateway fee for declined transactions.

2.8 Fees Firm. These Fees shall be valid for the total Term of this Contract and shall not change during the Term.

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EXHIBIT B
STATEMENT OF WORK
CONTRACT No. 30005152

1. Summary and Background

Contractor shall provide and support a contractor hosted Mobile Parking Payment System (MPPS or, the System). The MPPS is a key component to managing the City's paid parking system. During the RFP process (RFP 00000110), the City requested the successful proposer utilize the City's payment gateway, however, the City has subsequently requested and been granted permission to utilize the Contractor's Payment Gateway. Consequently, all transactions shall be processed real-time to the City's payment processor (Elavon), gross revenues shall be deposited directly to the City's bank account (Wells Fargo), and City shall be the merchant-of-record on all transactions. The City has over 1,800 Cale brand pay stations and some single space meters controlling over 14,000 on-street parking spaces. The MPPS will allow City parking Customers to pay for parking without using the on-street parking meters. Parking Customers will instead use mobile technologies such as voice, mobile device application, web site, or SMS "text" messaging.

2. Scope of Work

Contractor shall provide the following:

1. A System which provides multiple platforms for mobile parking payments including voice, mobile device application, SMS "text" messaging, and a web based solution.
2. Interfaces from the System to the City's pay station contractor (Cale America, Inc.).
3. A Payment Gateway to process parking payment transactions received through the System. All transactions shall be processed real-time (through Converge) to the City's payment processor (Elavon), gross revenues shall be deposited directly to the City's bank account (Wells Fargo), and City shall be the merchant-of-record on all transactions.
4. Timely accommodation of changes to the City's pay station contractor, parking enforcement handheld contractor, or the City's payment processor or bank as requested. Any request to Contractor to change the payment processor or bank shall not be accepted by Contractor unless it is authorized by the City Treasurer. After change in bank information transactions will be tested to ensure proper fund flow.
5. A System which reflects the City's current parking rate and time limits for existing parking meters along with the functionality to allow for future parking rate and time limit adjustments.
6. Assistance to the City with developing parking zones that benefit the Customer experience but retain key information for the City such as, but not limited to, the revenue generated by each parking zone.
7. Assistance to the City with developing signage to inform parking Customers of the mobile payment options provided by the System. The City shall approve notices to Customers that appear during the transaction. The City's bank will also need to approve the website and all refund language prior to issuing a Merchant ID.
8. Marketing of the System to parking Customers.
9. Live telephone support to Customers.

10. Technical support and assistance to City staff.
11. The System as a white label application, without any branding, advertisements or other markings associated with the Contractor.

3. Tasks and Deliverables

The individual Deliverables are described in more detail below:

3.1. Information Transfer, System Requirements Confirmation

Once the Project starts, Contractor's Project Team (see Section 8 of this Exhibit B: Statement of Work, below) will contact the City's Project Manager and request all Specifications and other information that is needed to begin building out the System. This information shall include, but not be limited to:

3.1.1 **Rate and Time Limits.**

Contractor shall:

a. Obtain rate and time limit information from the City to charge paid parking Customers accurate rates and limit parking durations according to City established limits.

b. Define the process for updating rates and time stays, and Configure the System accordingly.

3.1.2 **System Administration**

The City shall determine the levels of access for a System Administrator. Either Contractor or the City shall set the levels of access during the implementation phase. Contractor recommends the following levels of access for the system administrator:

a. System configuration, i.e., set access permissions for new and existing Users

b. Customer service access

c. Account reconciliation in financial transactions

d. Reporting

3.2 **Marketing, Signs, and Stickers**

While Contractor's Project Team is Configuring and implementing the System for Use, Contractor shall assist the City in creating the necessary signage and marketing content needed to publicize the System. In this task the Contractor shall provide the following Deliverables:

3.2.1 **Deliverable 1:** Provide a document containing suggested marketing content (print and social media). Print and social media shall incorporate the City designated "white label" brand. The City shall approve prior to dissemination.

3.2.2 **Deliverable 2:** Provide a FAQ content document for the City's website. The City shall approve all content prior to dissemination.

3.2.3 **Deliverable 3:** Create a Customer awareness action plan. Contractor will work with the City to build out the brand and action plan. The City shall approve prior to implementation.

3.2.4 **Deliverable 4:** Implement the approved Customer awareness action plan. Contractor will work with the City to determine the most efficient methodology and plan for installation of marketing materials and public outreach.

Acceptance Criteria for Deliverables 1 through 4. These Deliverables shall be Acceptable if they are approved by the City's Project Manager in terms of content and form. Marketing materials to utilize the City approved "white label" brand and PBOT color palette. After Acceptance of these Deliverables, an Acceptance Certificate shall be issued by the City.

3.3 **Interfaces**

Contractor shall provide the following Deliverables:

3.3.1 **Deliverable 5:** Complete Interface with City's pay station contractor (Cale America) to include detailed Transaction Data sent real-time and viewable through Cale Web Office 2 and real-time parking session details for parking enforcement.

Acceptance Criteria for Deliverable 5. These Deliverables shall be Acceptable if they pass Acceptance Testing by City Users designated by the City's Project Manager, and the City's Project Manager has confirmed with Cale America and Schweers that the Interfaces are working as described in the Specifications. The City shall verify that mobile payment transactions are viewable on Cale Web Office and that parking session details sent to Cale and then Schweers are viewable from Schweers parking enforcement handheld devices. After Acceptance of these Deliverables, an Acceptance Certificate shall be issued by the City.

3.4 **Payment Gateway and Settlement Functionality**

Contractor's payment gateway shall be utilized in order to facilitate parking payment. Contractor shall create any necessary Interfaces and configure its payment gateway so that it shall:

3.4.1 **Deliverable 7: Configured payment gateway:** Obtain merchant account setup information from City, and provide PCI certified credit card payment gateway services as directed by City. With prior written permission from the City Treasurer, Contractor may change the designated payment gateway for this Contract, but any payment gateway designated shall possess the following features:

a. Ensure the City is the merchant-of-record on all transactions

b. Provide the City the lowest possible interchange rates for transactions

c. Be PCI DSS certified.

d. Be certified to the City's payment processor (Elavon).

3.4.2 **Deliverable 8: Software's direct Interface with City payment processor:** All transactions shall be processed real-time to the City's payment processor (Elavon)

3.4.3 **Deliverable 9: Real time Revenue deposit.:** Gross revenues shall be deposited directly and timely to the City's bank account (Wells Fargo)

3.4.4 **Acceptance Criteria for Deliverables 7 through 9.** These Deliverables shall be Acceptable if they pass Acceptance Testing by City Users designated by the City's Project Manager, and the City's Project Manager has confirmed with City Treasurer and Elavon that the Interfaces are working as described in the City's Specifications. After Acceptance of these Deliverables, an Acceptance Certificate shall be issued by the City.

3.5 Deliverable 10: The Configured System with Multiple Platforms for Payments

Contractor shall provide a System which shall enable Customers to pay for parking using multiple platforms.

3.5.2 **Acceptance Criteria for Deliverable 10:** This Deliverable shall be Acceptable if it meets the Acceptance Criteria below, and passes Acceptance Testing by City Users designated by the

City's Project Manager. After Acceptance of this Deliverables, an Acceptance Certificate shall be issued by the City.

a. Customers can complete a paid parking transaction with voice commands.

b. Customers can complete a paid parking transaction with a mobile device application.

c. Available in App store for iPhone, and Google Play store for Android. Contractor shall be responsible for all App developer licenses, and other requirements related to the creation and distribution of the App to the public.

d. Customers can complete a paid parking transaction using SMS (text) commands.

e. Customers can complete a paid parking transaction using mobile Web. Web browsers supported shall include but not be limited to Internet Explorer, Firefox, Safari, and Google Chrome.

f. Payment platforms are available in English and Spanish.

3.6 Deliverable 11: Transaction Sequence, Functionality, Customer Interface conform to Technical Specifications.

Acceptance Criteria: This Deliverable shall be Acceptable if it meets the Acceptance Criteria in the Acceptance Test Plan, Attachment B-3 to this Statement of Work, and passes Acceptance Testing by City Users designated by the City's Project Manager. After Acceptance of this Deliverable, an Acceptance Certificate shall be issued by the City.

3.7 Ongoing Customer Support

Contractor shall:

a. Provide live telephone support for Customers as required in the RFP.

b. Provide monthly summaries of Customer questions and responses.

3.8 Training, Ongoing Technical Support and Assistance

Contractor shall:

3.8.1 Provide training to City personnel on the following:

a. Contractor's back office software (Opps Man) from a general accounting/finance perspective and for Parking Enforcement.

b. How to use the System from a Customer perspective. Demonstrate all payment methods available in the Configured System.

3.8.2 Provide ongoing technical support to City personnel as required in the RFP and Contract Section 8.11.9.

4. Project Schedule

The detailed Project schedule is shown in the table below. Due dates are given as the number of Business Days after the Effective Date of this Contract:

Table 4A Project Schedule

#	Title	Description	Due Date
1	Information Request:	Once the Project starts, Contractor will request information needed to begin building out the System for the City.	5 Business Days
2	Rate Import	Once the City's rate structure for each location has been received, Contractor will import all rate information into their system and test for location accuracy.	10 Business Days
3	Marketing	Contractor marketing team will work with the City to build out the brand and Customer awareness action plan.	30 Calendar Days
4	Integrations	Contractor will work to make the necessary integrations with City's existing parking technology.	45 Calendar Days
5	System Delivery	Contractor will deliver a complete and fully functional System to the City ahead of the Go-Live date to allow for Acceptance Testing and sign off of the feature set, feel and overall functionality of the System.	90 Calendar Days
6	Marketing Installation	Contractor will work with the City to determine the most efficient methodology and plan for installation of the chosen marketing materials.	104 Calendar Days
7	Go-Live	Go-Live: Contractor will be onsite for the City's launch to support the City and provide technical support. Contractor will assign a dedicated team manager to oversee the launch and work with the City. Note that City may delay launch due to holiday moratorium on work in the City's right-of-way.	120 Calendar Days
8	Final Acceptance	The City has determined that the Acceptance Criteria have been met for all Deliverables, and the System has successfully completed the reliability test by operating continuously for ninety (90) continuous Calendar Days without a priority level 1 or 2 Error as detailed in Contract Section 8. The 30-day Reliability Test period resets if an Error of either level occurs.	210 Calendar Days
9	Post Go-Live Service	Contractor's dedicated team manager will continue to oversee the launch and work with the City on any post Go-Live follow-up items and support.	Ongoing after Final Acceptance

The Project, and all outstanding tasks and Deliverables shall be completed no later than January 31, 2017.

5. Status Reports

Contractor and the City shall utilize Asana, a product licensed to Contractor, to track and summarize activities under this Contract in weekly (prior to and during System Launch), transitioning to monthly status reports after Go-Live. The status reports are due one day prior to the scheduled weekly conference call and shall include summaries and updates on all open items.

6. Place of Performance

The work shall be performed at the Contractor's locations and at the City's facilities, as designated by the City's Project Manager.

7. Project Management

The City's Project Manager will be Michelle Roach.

Name: Michelle Roach
Title: Parking Operations Division Project Manager
Address:1120 SW 5th Ave., Suite 800 Portland, OR 97204
e-mail: michelle.roach@portlandoregon.gov

For Interface work, the City's Project Manager will be Malisa McCreedy

Name: Malisa McCreedy
Title: Transportation Division Manager
Address: 1120 SW 5th Ave., Suite 800 Portland, OR 97204
e-mail: malisa.Mccreedy@portlandoregon.gov

Contractor's Project Manager shall be:

Name: Moyo Orekoya
Title: Project Implementation Manager
Address: 1300 South Mint Street, Charlotte, NC 28203
e-mail: moyo.orekoya@passportinc.com

8. Contractor's Project Team

The following Contractor personnel shall be working on this Project.

Name	Title/Role
Nathan Berry	Sales Contact
Moyo Orekoya	Project Implementation Manager
Dan Bliley	Director of Marketing
TBD	Client Success Manager

9. Incorporation of the Project plan, Acceptance Criteria and Acceptance Test Plan

The Acceptance Criteria in this Exhibit B: Statement of Work, are the baseline upon which a Deliverable may be determined to be Acceptable by the City's Project Manager. A preliminary Acceptance Test Plan is included in this Statement of Work as Attachment B-3. This preliminary Acceptance Test Plan may be subsequently modified by the written agreement of the City and Contractor and the modified Acceptance Test Plan shall be incorporated into this Contract by reference.

The remainder of this page intentionally left blank.

Attachment B-1
Sample Acceptance Certificate
Exhibit B: Statement of Work
Contract No. 30005152

ACCEPTANCE CERTIFICATE

(09/15)

On this _____ day of _____, 20__, the City certifies Acceptance of (name of System or Deliverable(s)), in accordance with that certain Contract No. _____ for Procurement of _____ with an Effective Date of _____ ("the Contract"). This Certificate of Acceptance is issued subject to and in accordance with the Contract, all defined terms having the meanings as set forth in the Contract, and without prejudice to any claims which subsequently may arise in connection with Errors/defects in the System *(or combination of Products therefore)* described herein.

--- OR ---

ACCEPTANCE CERTIFICATE WITH EXCEPTIONS

On this _____ day of _____, 20__, the City certifies Acceptance of (name of System or Deliverable(s)), in accordance with that certain Contract No. _____ for Procurement of _____ with an Effective Date of _____ ("the Contract"). This Certificate of Acceptance is issued subject to the following exceptions:

1.
2.
3.

Exceptions must be completed by DATE. If Exceptions are not completed by DATE, the City may revoke Acceptance of the System.

This Certificate of Acceptance is issued subject to and in accordance with the Contract, all defined terms having the meanings as set forth in the Contract, and without prejudice to any claims which subsequently may arise in connection with Errors/defects in the System or Deliverable(s) described herein.

CITY OF PORTLAND

_____
Authorized Signature Date

_____
Printed Name

_____
Title

Attachment B-2
Sample Change Order
Exhibit B: Statement of Work
Contract No. 30005152

	PORTLAND BUREAU OF TRANSPORTATION	**PBOT**

SAMPLE CHANGE ORDER

Contractor	XX	**Project Title**	XX
Contract No.	XX	**Change Order No.**	*SAMPLE*
Contract Date	XX	**Change Order Date**	XX

Complete Summary Table below.

Select	Type	Description and Reason for Change	Modification to:
☐	Time		Project Schedule and/or Contract
☐	Scope or Specifications		Statement of Work Acceptance Test Plan
☐	Deliverables		Statement of Work Acceptance Test Plan
☐	Price		Statement of Work and/or Contract
☐	Terms and Conditions		Request Amendment to Contract
☐	Other		

The following are typical Change Order options. Please select and complete the applicable options. Attach modified documents where needed.

1. Additional time is necessary and the Project Schedule for the Statement of Work or a specific Deliverable is hereby extended through (insert new end date) or modified as shown on the attached Project Schedule.

2. Additional work or a change in work or Specifications is necessary: (identify changes to the Statement of Work, Deliverables and/or the Acceptance Test Plan)

3. A price adjustment is necessary for the following Deliverables. These changes will NOT affect the total not-to-exceed value of the Contract. (identify price changes, showing the original price and the modified price)

4. An Amendment to the Contract is requested for the following reasons: (Any change to the total value of the Contract, the term or ending date of the Contract, or the terms and conditions requires an Amendment)

The Change Order is subject to the terms and conditions of the above-referenced Contract.

The rest of the Statement of Work shall remain unchanged and in full force and effect.

CITY OF PORTLAND		**CONTRACTOR**	
Authorized Signature	Date	Authorized Signature	Date
Printed Name		Printed Name	
City Project Manager Title		Title	

Attachment B-3
Acceptance Test Plan
Exhibit B: Statement of Work
Contract No. 30005152

The following tables are the preliminary Acceptance Test Plan for the Project. They may be modified by mutual agreement of the Parties in writing.

1. Acceptance Test Plan for the Transaction Sequence

Transaction Sequence			
Deliverable	**Acceptance Criteria**	**Actual Result**	**Comments**
Login	Customer can sign in with phone number, email, or other approved login mechanisms such as Facebook. (The City will want to verify the identity access controls for credential validation and 'federation' – where non-City credentials are used to confirm a customer's identity. "Password" and phone number, or e-mail address, or Facebook sign-in.)		
Privacy Policy	Customer can view and then accept or decline Privacy Policy (Exhibit D)		
Enter Zone #	Customer can input zone #		
Select Add Vehicle	Customer can add vehicle(s)		
Enter Plate info	Customer can add plate info		
Length of stay	Customer can input length of stay		
Choose payment /add card	Customer can add credit/debit card and pay with Visa, MC, and Amex.		
Confirm Payment	Customer sees "Please confirm" message		
Transaction Complete	Customer sees "transaction complete" message		
Active Session	Customer sees active session screen that tells Customer how long they have parked and payment information		
Reminder	Customer receives a notification 10 minutes before the session expires		

Acceptance Test Plan for Functionality

Functionality			
Deliverable	**Acceptance Criteria**	**Actual Result**	**Comments**
Pre-pay prior to the start of paid parking hours	The System will give Customers the opportunity to prepay for parking prior to the start of paid parking hours		
Restrict the ability to purchase past paid parking hours	The System will not allow people to pay for parking outside of the paid parking hours		
Allow Customer to purchase a parking session up to the posted time stay for that block face.	The System will allow Customer to pay for parking up to the maximum posted time stay for that block face.		
Allow Customer to purchase parking in Event and Restricted Areas	Restricted Parking should restrict the time stay for the Customer. Event District Parking should charge the Customer a different rate during event times.		
Allow Customer the ability to purchase time by inputting their temporary plate	A Customer can purchase time by inputting their license plate, temporary plate, or any other identifying characteristics		

2. Acceptance Test Plan for Customer Interface

Customer Interface			
Deliverable	**Acceptance Criteria**	**Actual Result**	**Comments**
Receive messaging that informs the Customer of their transaction success or failure of purchase attempt	After choosing a zone and either entering a parking spot or a license plate number, Customers will see a "Please Confirm" message pop up. If they select "No," they are taken back to the payment page. If they select "Yes", they are direct to the "Active Session" screen.		
Receive notification, and acceptance of, any Convenience Fees	Convenience fees will be displayed for the Customer on the Please Confirm page, and will remain for the duration of the session on the Active Session screen		

Customer Interface			
Deliverable	**Acceptance Criteria**	**Actual Result**	**Comments**
Have ability to add time (prior to confirming purchase), including the option to purchase the maximum time stay allowed	Customer will have the option to either pay for the maximum parking time allowed during the initial purchase, or choose a personalized amount of time, up to the maximum time allowed.		
Have ability to decrease time purchased before confirmed purchase	If Customers want to decrease parking time, they can return to the Parking Time Screen and change the amount of time on the screen and adjust prior to finalizing the session.		
Have ability to cancel transaction before purchase complete	If a Customer decides they no longer want to start a session, they can choose "No" when presented the Please Confirm message,		
Provide a message to the Customer that indicates either the maximum posted duration has been reached or that a parking restriction for that block face will impact the amount of time available for purchase	Customer will be notified of the maximum time allowed in their location, and will not be given the option to extend.		
Ability to allow the Customer to add time after the initial purchase if the Customer did not purchase the maximum time allowed	If the Customer has the option to extend the parking session (i.e. they did not max out their time on the initial purchase) the message will allow the Customer to extend the session at that time.		

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EXHIBIT C
CONTRACTOR'S TERMS AND CONDITIONS
CONTRACT No. 30005152

Terms and Conditions
Effective date 12 April 2014 (Last modified 12 April 2014)

These Terms of Use ("Agreement") sets forth a legally binding agreement between you and PassportParking, Inc. ("Company"). This web site or application, including any software (including, without limitation, software, code, files, images, contained in or generated by the software, accompanying data, Boot ROM code and other embedded software), documentation and any accompanying fonts (collectively, the "Platform") is provided pursuant to this Agreement. By accessing this Platform in any way, including, without limitation, browsing this Platform, using any information, and/or submitting information to Company, you agree to and are bound by the terms, conditions, policies and notices contained in this Agreement), including, but not limited to, conducting this transaction electronically, disclaimers of warranties, damage and remedy exclusions and limitations, and a choice of North Carolina law. Please read this Agreement carefully before using this Platform.

From time to time we may update this Platform and this Agreement. Your use of this Platform after we post any changes to this Agreement constitutes your agreement to those changes. You agree to review this Agreement periodically to ensure that you are familiar with the most recent version. Company may, in its sole discretion, and at any time, discontinue this Platform or any part thereof, with or without notice, or may prevent your use of this Platform with or without notice to you. You agree that you do not have any rights in this Platform and Company will have no liability to you if this Platform is discontinued or your ability to access the Platform is terminated. You further agree that Company will not be liable for any modification or suspension of the Platform.

Please read this Agreement carefully before using the Platform. If you do not agree to the terms contained in this Agreement, then you may not use the Platform. Your use of the Platform constitutes your acknowledgement that you have the legal authority to bind yourself or any party you represent to, and your acceptance of, this Agreement. You acknowledge that you have read and agree to be bound by this Agreement and to comply with all applicable laws, regulations and/or rules with regard to your use of the Platform. You represent that you have the legal authority to bind yourself or any party you represent to this Agreement.

YOU MAY NOT USE THE PLATFORM FOR ANY PURPOSE THAT IS UNLAWFUL OR PROHIBITED BY THIS AGREEMENT. YOUR ACCESS TO THE PLATFORM MAY BE TERMINATED IMMEDIATELY IN COMPANY'S SOLE DISCRETION, WITH OR WITHOUT NOTICE, IF YOU FAIL TO COMPLY WITH ANY PROVISIONS OF THIS AGREEMENT AND/OR ADDITIONAL TERMS, OR FOR ANY OTHER REASON, OR NO REASON.

On certain areas of this Platform, you may be given the ability to provide us with personally identifiable information. Please read our Privacy Policy for more information about our information collection and use practices.

Grant of License

The Platform is licensed to you by Company subject to the terms of this Agreement. Neither title nor any intellectual property rights are transferred to you, but rather remain with Company or its licensors, who own full and complete title, and Company and respective licensors reserve all rights not expressly granted to you. The rights granted herein are non-transferable, and are limited to Company's intellectual property rights in the Platform and do not include any other patents or intellectual property rights. This Agreement does not grant you any rights to use Company proprietary interfaces and other intellectual property in the design, development, manufacture, licensing or distribution of third-party devices and accessories for use with the Platform. Any use of the Platform in any manner not allowed under this Agreement is prohibited. This Agreement does not entitle you to receive and does not obligate Company to provide hard-copy documentation, support, telephone assistance, or enhancements or updates to the Platform. You may not modify, alter, copy, publicly display or perform, distribute, create derivative works, of the Platform.

Your rights under this Agreement will terminate automatically without notice from Company if you fail to comply with any term(s) of this Agreement. Upon the termination of this Agreement, you shall cease all use of the Platform and delete all copies of the Platform from your mobile device and account.

Company Content

Company provides this Platform to you, subject to this Agreement. This Platform, and any services performed, provided or enabled by or through this Platform and all the information, communications, scripting, photos, text, video, graphics, music, sounds, images, trademarks, logos, product and program names, and other materials and complications of the foregoing, that may be provided to you via this Platform (collectively "Content") by Company or its content providers, are the property of Company and its content providers, and is protected in the U.S. and internationally under trademark, copyright, and other intellectual property laws, and are intended for the lawful use by registered users (as applicable) of this Platform. You represent and warrant that you will use the Platform and Content only for the purposes permitted herein, that all information you submit is accurate and otherwise complies with this Agreement, and that you will promptly notify Company if any of your information changes. Company makes no representation that the Platform or Content are appropriate or available for use in particular locations.

You agree not to download, display or use any Content in any other manner that is likely to cause confusion among consumers, that disparages or discredits Company and/or its licensors, that dilutes the strength of Company or its licensors' property, or that otherwise infringes Company or its licensors' intellectual property rights.

Accounts, Security, Passwords

Certain areas of the Platform may require registration or may otherwise ask you to provide information to participate in certain features or access certain content. If you elect not to provide such information, you may not be able to access certain content or participate in certain features of the Platform.

Where the Platform requires you to open an account or otherwise submit information, you must complete the specified process by providing us with current, complete, and accurate information as requested by the applicable registration form. It is your responsibility to maintain the currency, completeness, and accuracy of your registration data, including, without limitation, your name, address, license plate number, mobile telephone number, business details (if relevant), email address and method of payment details. After you have fully completed the registration form, you may be asked to choose a password and a user name. It is entirely your responsibility to maintain the confidentiality of your password and account. Additionally, you are entirely responsible for any and all activities that occur under your account. You agree to notify Company immediately of any unauthorized use of your account. You further agree not to email, post, or otherwise disseminate any user ID, password, PIN, or other information which provides you access to the Platform. Company is not liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge.

You agree that Company may collect and use technical and usage data and related information in compliance with our Privacy Policy. You grant Company the permission to use this information to improve its products or to provide services or technologies to you.

Use of Parking Payment Services

You activate the parking payment services ("Parking Services") by either: (a) using the PassportParking mobile app, (b) calling a phone number provided on Company signage or (c) accessing our website at GoPassport.com either on your desktop or mobile browser.

You are responsible for correctly entering the relevant parking zone number, which is indicated on the sign on the same side of the street and on the same block where your vehicle is parked. The parking zone number informs us of the rate to charge you for your parking and of any time restrictions on the amount of time you are permitted to park your vehicle in that zone. You are responsible for checking

and verifying the side of the street and the block on which are parked for any permanent or temporary parking restrictions posted. Note that use of the Parking Services does not guarantee you a parking space and you may only activate the Parking Services after you have found an available space.

All notices and signs or directions made by relevant government authorities, traffic attendants or authorized persons (e.g., the suspension of a parking space) shall take precedence over any information that you receive from Company if for any reason the information is inconsistent. All applicable parking regulations apply to you and your use of the Parking Services does not exempt you from following such rules. Parking rates may be subject to change and it is your responsibility to ensure that you are paying at the then current parking rate. You agree to pay all fees for Parking Services provided to you pursuant to this Agreement. Company shall process the parking fee from the funds available in your pre-funded account and/or charging your stored method of payment to replenish your account funds at the time of your parking transaction. You must have a valid method of payment registered and sufficient funds in your pre-funded account, or suspension of Parking Services may occur.

You know that Company has validly accepted your parking transaction when you have received confirmation. You are responsible for ensuring that you have properly activated the Parking Services for the relevant parking zone before you leave your vehicle unattended. You are responsible for any fine, ticket, or penalty charge issued between the time of parking the vehicle and the notification via mobile telephone or Internet that the vehicle is validly parked.

In the event that the Platform is unavailable, you are not excused from paying for parking for time spent in the associated parking stall and facility.

Company is not responsible for any fines, parking tickets, penalty notices and the enforcement of vehicle parking related offenses you incur or receive regardless of whether or not you receive any notification via the Platform that the vehicle is validly parked. You are solely responsible for resolving with the relevant authorities any issues that you may have regarding the issuance of fines, parking tickets, penalty notices or your vehicle being impounded. If you authorize Company to contact the relevant authorities on your behalf regarding the issuance of fines, parking tickets or penalty notices, you acknowledge and agree that in such cases, Company may provide all or a portion of your information collected by Company to the relevant authorities. In addition, in the event that you fail to pay any amounts owing for the Parking Services (whether due to a declined credit card or other circumstances), then Company, upon the reasonable request of the relevant authorities, may provide all or a portion of your information collected by Company to such authorities, which you acknowledge and agree that they may use solely for purposes of collecting or attempting to collect any unpaid amounts owed by you.

If you do not use the Platform account for 2 years, Company may close your account. If your account is closed for any reason including for inactivity, Company will refund any remaining balance after all pending parking transactions are cleared to the payment method on file at the time. In the event a refund cannot be refunded to the payment method, you must contact Company for alternative ways to receive any applicable refund. Please allow up to 6 weeks for refunds to be processed.

Use of the Platform

The following requirements apply to your use of the Platform:

- You will not use any electronic communication feature of the Platform for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, or hateful.
- You will not use the Platform for any commercial purpose not expressly approved by Company in writing.
- You will not upload or otherwise transmit any material that contains viruses or any other computer code, files, or programs which might interrupt, limit, or interfere with the functionality of any computer software or hardware or telecommunications equipment.
- You will not rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Platform or any features or functionality of the Platform, to any third party for any reason, including by making the Platform available on a network where it is capable of being accessed by more than one device at any time
- You will not make the Platform available over a network where it could be used on multiple devices at the same time.
- You will not remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Platform, including any copy thereof.
- You will not collect or store personal data about other users.

Except as and only to the extent permitted by applicable law, you may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Platform or any part thereof. Any attempt to do so is a violation of the rights of Company and its licensors of the Platform. If you breach this restriction, you may be subject to prosecution and damages. By storing content on your device, you are making a digital copy. In some jurisdictions, it is unlawful to make digital copies without prior permission from the rights holder.

Intellectual Property Ownership

There are a number of trademarks, logos, service marks, slogans, product names and designations and other proprietary indicia (collectively "Trademarks") used in the Platform and in the Content. By making

these Trademarks available through the Platform and in the Content, Company is not granting you a license to use them in any fashion, and you are not granted any license under any of Company's or any third party's Trademarks or other intellectual property rights, except as specifically set forth in this Agreement. No Company Trademarks may be used as a username, icon, identifier, hyperlink or in any other manner without Company's prior written permission.

The Platform, Content, and the selection, coordination, and arrangement thereof, is owned either by Company, or its respective licensors. The unauthorized copying, displaying, selling, distributing or other use of any Content or Platform is a violation of the law. You acknowledge having been advised by Company that the Content and Platform is protected in the U.S. and internationally by a variety of laws, including but not limited to, copyright laws and treaty provisions, trademark laws, patent laws and other intellectual property and proprietary rights laws.

Representations, Disclaimer of Warranties, and Limitations of Liability

Company and its parents, subsidiaries, officers, employees, and contractors and each of their officers, employees and agents (collectively, "Company Affiliates") make no representation or warranty whatsoever regarding the completeness, accuracy, timeliness or adequacy of any information, facts, views, opinions, statements or recommendations contained on the Platform. Reference to any product, process, publication or service of any third party by trade name, domain name, trademark, service mark, logo, manufacturer or otherwise does not constitute or imply its endorsement or recommendation by Company or the Company Affiliates.

The Internet may be subject to breaches of security. Company and the Company Affiliates are not responsible for any resulting damage to any user's device or computer from any such security breach, or from any virus, bugs, tampering, unauthorized intervention, fraud, error, omission, interruption, deletion, defect, delay in operation or transmission, computer line failure or any other technical or other malfunction. You should also be aware that e-mail and other submissions over the Internet may not be secure, and you should consider this before e-mailing Company or the Company Affiliates any information or posting information to the Platform. Company and the Company Affiliates make no representation or warranty whatsoever regarding the suitability, functionality, performance, availability or operation of the Platform. This Platform may be temporarily unavailable due to maintenance or malfunction of computer equipment.

THE PLATFORM (INCLUDING ALL APPLICATION PLATFORM UPDATES) AND THE CONTENT ARE MADE AVAILABLE ON AN "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. COMPANY AND THE COMPANY AFFILIATES SPECIFICALLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO THE PLATFORM AND

THE CONTENT. COMPANY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED, PROVIDED OR ENABLED BY OR THROUGH THE PLATFORM (INCLUDING ANY APPLICATION PLATFORM UPDATES) WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PLATFORM, (INCLUDING ANY APPLICATION PLATFORM UPDATES) WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PLATFORM (INCLUDING ANY APPLICATION PLATFORM UPDATES) WILL BE CORRECTED. No oral or written information or advice given by Company or an authorized representative shall be deemed to alter this disclaimer of warranty, or to create any warranty. Should the Platform prove defective, you assume the entire cost of all necessary servicing, repair or correction.

YOU AGREE THAT COMPANY AND THE COMPANY AFFILIATES ARE NOT LIABLE TO YOU FOR DAMAGES OF ANY KIND, WHETHER BASED IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF THE PLATFORM,, EVEN IF COMPANY OR THE COMPANY AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS, OR THE DISCLAIMER OF SOME TYPES OF DAMAGES, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

BY ACCESSING THIS PLATFORM, REGISTERING WITH THE PLATFORM AND/OR ACCEPTING ANY INFORMATION FROM THIS PLATFORM YOU AGREE TO INDEMNIFY, DEFEND AND HOLD COMPANY AND THE COMPANY AFFILIATES HARMLESS FROM AND AGAINST ANY ACTUAL OR ALLEGED CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, DAMAGES, LOSSES, LIABILITIES, AND ALL COSTS AND EXPENSES OF DEFENSE (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) ARISING OUT OF OR RELATING TO: (A) YOUR BREACH OF THIS AGREEMENT; (B) YOUR VIOLATION OF ANY LOCAL, STATE, FEDERAL OR INTERNATIONAL LAW, RULE OR REGULATION; (C) ANY MISREPRESENTATION MADE BY YOU; (D) THE THEFT, MISAPPROPRIATION OR DISCLOSURE OF YOUR USERNAME/PASSWORD/PIN; (E) YOUR AUTHORIZATION OF ANYONE ELSE TO USE YOUR PASSWORD. YOU WILL COOPERATE AS FULLY AND AS REASONABLY REQUIRED IN COMPANY'S DEFENSE OF ANY CLAIM. COMPANY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, AND YOU SHALL NOT, IN ANY EVENT, SETTLE ANY MATTER WITHOUT THE WRITTEN CONSENT OF COMPANY.

Mobile Service, Text Message, Internet and Service Fees

The use of the Platform may require use of a mobile device and phone service, wireless mobile data service, and text messaging capability, which must be obtained from your wireless carrier, and may require Internet access, which must be obtained from your service provider; you are responsible for obtaining and paying for such additional services and obtaining a suitable device, including without limitation all usage charges related thereto. You may be required to send and receive, at your cost, electronic communications related to the Platform, including without limitation, administrative messages, service announcements, and diagnostic data reports, from Company, your mobile carrier or third party service providers.

If you agree to receive text messages from the Platform, the frequency of messages will vary based on your parking activity. Certain texts are required to use the Platform, including verification texts. Message and data rates may apply from your mobile carrier. By providing your consent to participate in this program, you approve any such charges from your mobile carrier. If you do not have an unlimited wireless mobile data plan or text messaging capability, you may incur additional charges from your wireless service in connection with your use of the Platform. You are solely responsible for obtaining any additional subscription or connectivity services or equipment necessary to access the Platform, including but not limited to payment of all third party fees associated therewith, including fees for information sent to or through the Platform.

The Platform may not work with all devices or all mobile carriers. Company makes no representations that the Platform will be compatible with or provided by all mobile carriers. In the event that fees are charged for the Platform, or other third party service providers charge a fee for the products or services they provide, you agree to pay such fee to the respective party in exchange for your continued use of such products or services. Some services may be subject to different or additional terms (including fees), which you will be required to agree to prior to your use of such services.

The information in any Platform message may be subject to certain time lags and/or delays. You are responsible for managing the types of SMS texts you receive. If you have any questions or need help, text HELP to the phone number provided on Company signage. You can deactivate your account at any time at www.gopassport.com.

Users of the Apple Platform

If you download and use the iOS Platform: You, the end-user of the Platform, acknowledge that the Agreement is entered into by and between Company and you and not with Apple, Inc. Notwithstanding the foregoing, you acknowledge that Apple, Inc. and its subsidiaries are third-party beneficiaries of this Agreement and that Apple, Inc. has the right (and is deemed to have accepted the right) to enforce this Agreement. You acknowledge that Apple, Inc. has no obligation whatsoever to furnish any maintenance and support services with respect to the Platform. You acknowledge that you have

reviewed the App Store Terms and Conditions (located online at http://www.apple.com/legal/itunes/us/terms.html#APPS). This Agreement incorporates by reference the Licensed Application End User License Agreement (the "LAEULA") published by Apple, Inc. (located online at http://www.apple.com/legal/itunes/appstore/dev/stdeula/). For purposes of this Agreement, the Platform is considered the "Licensed Application" as defined in the LAEULA and Company is considered the "Application Provider" as defined in the LAEULA. If any terms of this Agreement conflict with the terms of the LAEULA, the terms of this Agreement shall control. You further acknowledge and agree that in no event will Apple, Inc. be responsible for any claims relating to the Platform (including, without limitation, a third party claim that the Platform infringes that third party's intellectual property rights) or your use or possession of the Platform, including but not limited to: (i) product liability claims; (ii) any claim that the Platform fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

Links to Third-Party Websites, Applications, and Services

The Platform may provide connectivity or links to other third-party services, websites, applications, software, and other content from third-party providers such as social media partners, wireless carriers, and third-party software application developers ("Third-Party Services"). The Platform may allow you to add/configure certain Third-Party Services to your device. Company has no control over, makes no representations or warranties whatsoever about any of the Third-Party Services that you may access, is not responsible for the availability of such Third-Party Services, and does not endorse nor is responsible or liable for any content or other materials on or available from such Third-Party Services. Your use of the Third-Party Services may be subject to additional terms, including software license terms, of those third parties.

Users who utilize the Third-Party Services should be aware that account and other personal information held by those third parties may be transmitted through and stored on Company servers and/or applications located in the United States and elsewhere. You understand and agree that the companies that provide the Third-Party Services may access, use and share certain information about you, if you use the Third-Party Services. You understand and agree Company is not responsible for these companies, or their use of any other of your information. Your use of the Third-Party Services is at your own risk.

Assignment

Company may assign this Agreement in whole or in part, at any time with or without notice to you. You may not assign this contract, or any part of it, to any other person. Any attempt by you to do so is void. You may not transfer to anyone else, either temporarily or permanently, any rights to use all or any part

of the Platform. To the extent that you allow a third party to use your device, you shall remain solely responsible for the use of the Platform by others using the device.

General Information

You may also be subject to additional terms and conditions (including, but not limited to, terms and conditions from your wireless carrier or operator) that may apply to your use of the Platform. If any provision of this Agreement is held to be invalid by any law, rule, order or regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision of this Agreement. The failure of Company to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

By using the Platform, you agree that the statutes and laws of the United States and the State of North Carolina without regard to conflicts of laws principles, will apply to all matters relating to use of the Platform and the Services, and you agree that any litigation shall be subject to the exclusive jurisdiction of the state or federal courts in Wake County, North Carolina, USA. The United Nations Convention on Contracts for the International Sale of Goods (1980) is hereby excluded in its entirety from application to this Agreement. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Platform or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. You further agree that any disputes, claims and causes of action arising out of or connected with the Platform and/or this Agreement, will be resolved individually, without resort to any form of class action. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

In the event of a complaint or concern regarding this Agreement or the Platform, or for more information, please contact Company at 704-837-8066 or info@gopassport.com

Privacy Policy

Last modified 12 April 2014

EXHIBIT D
CONTRACTOR'S PRIVACY POLICY
CONTRACT No. 30005152

Introduction

PassportParking, Inc., respects your privacy and is committed to protecting it through our compliance with this policy. This policy describes our privacy practices for our applications and websites where it is posted. This policy does not apply to information we might collect in other situations, like offline or by email. This policy also does not apply to the practices of third parties who may provide services or features on our sites or apps.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, do not download, register with or use this application or service. By downloading, registering with or using this application or service, you agree to this privacy policy. This policy may change from time to time. Your continued use after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

Information We Collect and How We Collect It

Information You Provide to Us

When you download, register with or use this application or website, we may ask you provide information:

- **Personal Information.** By which you may be personally identified, such as name, phone number, mailing address, and email address.
- **Payment information.** If you make purchases or create an account, we might collect your credit card and billing information.
- **Vehicle information.** For example, we might collect your license plate number.
- **Transaction information.** Details of transactions you carry out through the application and of the fulfillment of your orders.

Automatic Information Collection

When you download, access and use our application or website, it may use technology to automatically collect:

- **Website Details.**We may also collect information about the parts of our application or website you use or third party websites you visit when you leave our website. We may work with third parties who collect information about you when you use our apps or website.
- **App Usage Details.** When you access and use the application, we may automatically collect certain details of your access to and use of the app, including location data and other communication data and the resources that you access and use on or through the app.
- **Device Information.** If you download our application, we may collect information from your mobile device, like your device ID.
- **Other information**. We may collect information about your IP address, operating system, browser type, mobile network information and the device's telephone number.
- **Location Information.**Our application collects real-time information about the location of your device to provide you services and to make it easier for you to use our service.

Information Collection Technologies

The technologies we use for automatic information collection may include:

- **Cookies (or mobile cookies).**A cookie is a small file placed on your smartphone. It may be possible to refuse to accept mobile cookies by activating the appropriate setting on your smartphone. However, if you select this setting you may be unable to access certain parts of our application.

You can choose whether or not to share personal information. If you choose not to share, some parts of our sites and some services may be more difficult or impossible to use. Your browser may give you the ability to reject cookies or turn off location-based capabilities. If you choose not to disable these features, some parts of our sites and some services may be more difficult or impossible to use. If you do not want us to collect information about you or your device do not download the application or uninstall it from your device.

How We Use Your Information

We use information that we collect about you or that you provide to us, including any personal information, to:

- **We use information to respond to your requests or questions.** For example we may use your information to help you access your account if you forget your password.

- **We use your information to help us improve our products and services.** We may use information to customize and improve your experience. For example, we might look at usage trends to make sure our sites and apps are easy to use.
- **For security purposes.** We may use information to protect our company, our customers, our websites, or our applications.
- **To provide updates.** For example, we may send you email or push notifications about your account, transactions, or changes to our sites, applications, or policies.
- **For our legitimated business purposes.** We will also use your information to fulfill any other purpose for which you provide it. We may also use information you provide to carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection. We may combine information that we receive about you from third parties with information we already have.
- **As otherwise permitted by law.**

Disclosure of Your Information

We may disclose aggregated information about our users without restriction. In addition, we may disclose personal information that we collect or you provide in the following ways:

- We share information with parking and transit providers in order for you to use their parking and transit services and to support their management and enforcement process.
- **Service Providers.** We share information with contractors, service providers and other third parties we use to support our business.
- **Change in corporate ownership.** We share information with a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution or other sale or transfer of some or all of PassportParking, Inc.'s assets, whether as a going concern or as part of bankruptcy, liquidation or similar proceeding, in which personal information is among the assets transferred.
- **To protect rights and safety.** If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of PassportParking, Inc., our customers or others.
- **For legal purposes.** To comply with any court order, law or legal process, including to respond to any government or regulatory request.
- **To our subsidiaries and affiliates.**
- **For any other purpose we disclose when you provide the information.**
- **Otherwise with your consent.**

Your California Privacy Rights

California Civil Code Section 1798.83 permits users of our application that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an e-mail to info@gopassport.com.

Other Information

Data Security

We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration and disclosure. However, the internet is a public place. We cannot promise that your information will remain secure. We encourage you to use caution when sharing information. Do not share your password with other people and pick secure passwords.

Our sites and servers may be located in the United States. If you are outside of the U.S., your information may be sent to the United States. By using our sites and applications, and by giving us your information, you consent to such transfer. You also understand that the U.S. may not provide you with as much protections as the laws of your country.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a PIN or password for access to certain parts of our application, you are responsible for keeping this information confidential. We ask you not to share this information with anyone.

Children under the Age of 13

Our platform is not intended for children under 13 years of age, and we do not knowingly collect personal information from children under 13.

Third-Parties

Our sites and applications may contain links to third party sites. If you click on one of those links, you will be taken to sites we do not control. This policy does not apply to the practices of that site. You should read third party privacy policies carefully.

Changes to Our Privacy Policy

We may update our privacy policy from time to time. If we make material changes to how we treat our users' personal information, we will post the new privacy policy on this page.

Accessing and Correcting Your Personal Information

You can review and change your personal information by logging in and visiting your account profile page.

To ask questions or comment about this privacy policy and our privacy practices, contact us at: info@passportinc.com

A RESOLUTION relating to low-income housing; providing for adoption of 2025 funding awards for the Affordable Housing Fund and authorizing the City Manager to execute agreements and other related documents on behalf of the City of Vancouver consistent with Affordable Housing Fund 2025 Council-approved funding awards.

Staff Report: 099-25

To: Mayor and City Council
From: City Manager
Date: May 12, 2025

Subject
Approval of Affordable Housing Fund Awards

Key Points

- In January 2025, the City opened a rolling application for the Affordable Housing Fund (AHF) to allocate up to $9.5 million per year. The City received six requests totaling $14,850,000 for housing production and preservation.
- The review committee recommended five project awards totaling $11,150,000, including a mix of permanent supportive housing, family housing, senior housing, and housing preservation.
- Recommended funding includes a forward commitment of $8.1 million to support the first two development sites in the Heights District, sites C and P.
- The recommended awards will create or preserve a total of 330 affordable rental units, including 173 AHF units. All projects serve households earning less than 60% of area median income (AMI).

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

Present Situation
On January 27, 2025, the City opened a rolling application for the Affordable Housing Fund (AHF) to allocate up to $9.5 million per year for projects supporting housing production and preservation, homeownership, temporary shelter, and rental assistance. Applications are reviewed by the Housing Advisory Committee on a quarterly basis. This application cycle represented the first funding opportunity in 2025 for the AHF levy that will provide up to $95 million between 2024 and 2033 to support housing and services for households with very low-income (50% or less than the AMI or 80% of less than the AMI for homeownership projects).

In the first quarter of 2025, the City received six applications totaling $14,850,000 in requests for housing production and preservation. The review committee recommended funding for five projects, totaling $11,150,000. These projects represent a mix of permanent supportive housing, family housing, senior housing, and preservation of existing affordable housing.

The recommended awards are expected to create or preserve a total of 330 affordable rental units, including 173 AHF units. All projects serve households earning 30–60% of area median income

(AMI), with a focus on seniors, people with disabilities, and households exiting homelessness. Projects were prioritized by community need, project readiness, and project feasibility.

The recommended awards include a forward commitment of $8.1 million to support three new developments on the first two development sites in the Heights District, known as sites C and P developed by Palindrome and Related Northwest in partnership with the Vancouver Housing Authority, respectively. Eligible projects can receive an early commitment of AHF when the project needs a local commitment of funds in order to pursue additional funding. Projects received forward commitment of local funds The commitment year of project funds and projects located in the Heights District are indicated below.

Below is a summary of the award recommendations:

Applicant	Project	Recommended Award	AHF Units	Commitment Year	Description
Community Roots Collaborative	C-Roots Mill Plain Project	$1,050,000	14	2025	Permanent supportive housing for 20 households exiting homelessness
Palindrome	Artifact* - Vancouver Heights Site C	$4,100,000	~55	2028	New construction of 109 units, with 10% set aside for people with disabilities.
Mid-Columbia Manor	Smith Tower Preservation	$2,000,000	50	2026	Rehabilitation of a 170-unit senior building to meet life/safety codes.
Vancouver Housing Authority	Vancouver Heights Site P Senior Project*	$1,000,000	~14	2027	51-unit senior housing with services and community amenities.
Vancouver Housing Authority	Vancouver Heights Site P Family Project*	$3,000,000	~40	2027	80-unit family housing with supportive services and outdoor space.

*Located in the Heights District

One application was not recommended for funding at this time:

Applicant	Project	Funding Request	Description
America for Veterans Foundation	Veterans Village	$2,400,000	32-unit tiny homes for women veterans exiting homelessness

The committee prioritized projects that demonstrated alignment with program goals and organizational capacity.

Advantage(s)

Create or preserve a total of 330 affordable rental units in the City of Vancouver, including 173 AHF

units.

Challenge(s)
None

Budget Impact
The 2025-2026 Biennial budget contains an authorization to spend a total of $20 million over the two-year time period.

Prior Council Review
None

Action Requested
On Monday, May 12, 2025, approve a resolution adopting the proposed 2025 AHF awards and authorizing the City Manager, or designee, to execute related agreements.

Staff Contact
Samantha Whitley, Housing Programs Manager, samantha.whitley@cityofvancouver.us

Attachments:
1. Presentation
2. Resolution

CITY OF Vancouver WASHINGTON

2025 AHF Award Recommendations

Samantha Whitley
Housing Programs Manager
May 12, 2025

2025 AHF Recommendations

- 6 applications received
- $14.85M requested
- 5 applications recommended

Rental Unit Production and Preservation

Applicant	Project Name	Recommended Award	AHF Units	Total Units
Community Roots Collaborative	C-Roots Mill Plain Project	$1,050,000	14	20
Palindrome	Artifact*	$4,100,000	~55	109
Mid-Columbia Manor	Smith Tower Preservation	$2,000,000	50	170
Vancouver Housing Authority	Vancouver Heights Site P Senior Project*	$1,000,000	~14	51
Vancouver Housing Authority	Vancouver Heights Site P Family Project*	$3,000,000	~40	80
		$11,150,000	**177 units**	**330 units**

*Heights District, pre awards

May 12, 2025

RESOLUTION NO. _____

A RESOLUTION relating to low-income housing; providing for adoption of 2025 funding awards for the Affordable Housing Fund and authorizing the City Manager to execute agreements and other related documents on behalf of the City of Vancouver consistent with Affordable Housing Fund 2025 Council-approved funding awards.

WHEREAS, in June 2016 Council adopted, by resolution, the Affordable Housing Fund Administrative and Financial Plan (A & F Plan) and most recently updated the A & F Plan in December 2024;

WHEREAS, the A & F Plan provides funding among five program areas: Housing Production and Preservation, Homeownership, Temporary Shelter, Rental Assistance and Services, and Implementation;

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

WHEREAS, the City received six (6) applications for Housing Production and Preservation through the 2025 Affordable Housing Fund rolling application process;

WHEREAS, the project review committee and staff recommend funding awards for five (5) projects developed by the Housing Authority of the City of Vancouver, Community Roots Collaborative, Palindrome, and Mid-Columbia Manor, totaling $11,150,000.

WHEREAS, the recommended awards would support the creation and preservation of approximately 173 units of AHF affordable housing, and leveraging funding for development of a total of 330 affordable units, including senior, family, and supportive housing, and promote housing

opportunities for households who are experiencing very low-income, at or below 50% of the area median income (AMI);

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

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

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

Section 2. The Affordable Housing Fund awards totaling $11,150,000, attached hereto as Exhibit A and incorporated by reference, are hereby approved and adopted.

Section 3. The City Manager is hereby authorized to execute agreements and other related documents on behalf of the City of Vancouver, consistent with the Affordable Housing Fund 2025 Council approved funding awards set forth in Exhibit A.

ADOPTED at regular session of the Council of the City of Vancouver, this 12th day of May 2025.

_____

Anne McEnerny-Ogle, Mayor

Attest:

_____

Natasha Ramras, City Clerk

Approved as to form:

_____

Nena Cook, City Attorney

Use of the Affordable Housing Fund, May 2025 Awards

Housing Production & Preservation

Community Roots Collaborative – C-Roots Mill Plain Project – $1,050,000
Palindrome – Artifact – $4,100,000
Mid-Columbia Manor – Smith Tower Preservation – $2,000,000
Housing Authority of the City of Vancouver – Vancouver Heights Site P Senior Housing – $1,000,000
Housing Authority of the City of Vancouver – Vancouver Heights Site P Family Housing – $3,000,000

AN ORDINANCE relating to the Parking Code for the City of Vancouver under Vancouver Municipal Code (VMC) Titles 19 and 9; amending VMC sections 19.040.070 relating to On-Street Permits; 19.13.010 relating to payment transferability;19.11.030 relating to parking meter fees designated; 9.92.10 relating to Carpool permit eligibility; 9.92.020 relating to Carpool permit parking hours; 9.92.040 relating to Carpool Permit rate; providing for severability; and setting an immediate effective date.

Staff Report: 100-25

To: Mayor and City Council
From: City Manager
Date: May 12, 2025

Subject

Amendment to Vancouver Municipal Parking Code related Downtown Access Mobility and Parking Plan

Key Points

- Downtown Access, Mobility and Parking Plan (Plan) was adopted by City Council on February 24, 2025.
- The Plan emphasizes increased access and mobility for downtown residents, visitors and employees through improved turnover of public parking on all days and enhanced alternate commute options.
- Initial implementation of the Plan requires immediate VMC modifications to allow for priority parking initiatives to proceed.
- Proposed code modifications include changes to: 1) on-street permit eligibility and fees, 2) hourly rates, 3) payment transferability, 4) weekend enforcement, and 5) carpool requirements and monthly fees.

Strategic Plan Alignment

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

Present Situation

City Council approved the Downtown Access and Mobility plan on February 24,2025. The approved plan emphasizes strategic pricing practices to improve on-street parking supply, turnover and utilization. Implementation of the Downtown Access and Mobility Plan will occur in phases and will require multiple code changes. The first phase of implementation is underway and requires code modifications to Chapters 9 and 19 of the Vancouver Municipal Code (VMC).

The following code modifications are proposed for adoption:

- **9.92.010 -Carpool parking permit eligibility** – This change reduces the required number of days to qualify for a carpool permit from 4 days to 2 days to encourage more carpooling.
- **9.92.020- Carpool parking hours** – This modification changes the eligible hours and days for carpool permit holders from 7am to 9am to 8am to 11am, and from Mon-Fri to all seven days. This change aligns carpool hours with existing usage of carpool spaces.

- **9.92.040- Carpool parking rate** - This change increases the carpool permit rate cap from $30 for two months, to a maximum of $100 per month. An immediate increase is necessary to reflect market and add seven day a week parking. Permit prices will still be discounted from standard monthly permits.
- **19.04.070 - On-street permits –** This change removes the requirement for downtown employment to purchase an on-street permit. This change will allow residents and visitors to purchase a downtown on-street permit, in addition to employees, to expand options for other downtown stakeholders.
- **19.04.070**- **Permit fees**- This change increases the $100 cap for on-street monthly permits to $200 per month. Current permit rate for on-street rate is already at maximum and an immediate increase is necessary to meet market demand and compensate for seven day a week parking.
- **19.11.030**- **Parking meter fees –** This change removes Saturday and Sunday from exemption for paid on-street parking to better regulate weekend parking.
- **19.11.030**- **Parking meter fees –** This change increases maximum hourly rate of $2.50 to $3.50 to allow for parking rate to move with market demand. Waterfront is currently at maximum and more flexible pricing is needed to improve turnover.
- **19.13.010**-**Transferablility of payment** - This change eliminates transferability of payment to different blocks to encourage a “park once” approach rather than driving within downtown.

Advantage(s)

1. Alignment with Downtown Access, Mobility and Parking Plan, Transportation Systems Plan and Climate Action initiatives.
2. Enhanced incentives for alternate commute and mobility options downtown, including walking and carpooling.
3. Greater flexibility in setting public parking rates to meet changing demand and occupancy downtown.
4. Enhanced tools to manage weekend parking to maintain access for downtown visitors and residents.
5. Increased options for downtown parking in addition to hourly on-street parking.

Challenge(s)

Communicating changes in pricing and policies to downtown stakeholders and addressing any concerns. Stakeholder engagement and communications are already underway on these changes.

Budget Impact

This request is projected to add revenue to Parking Fund through increases in fees and enforcement days. Seven day a week paid parking is projected to increase parking revenue by $750,000 in 2026. The cost to enforce seven day a week paid parking is already included in the approved 2025 budget for Parking Services. Further budget and staff evaluation will occur after implementation of seven day a week paid parking.

Prior Council Review

Adoption of Downtown Access, Mobility and Parking Plan on 2/24/2025.
Workshop - Downtown Access, Mobility and Parking Plan, 1/13/25.
Workshop - Downtown Parking Existing Conditions Report, 9/9/2024.

Action Requested

On Monday, May 12, 2025, advance the ordinance amending the Vancouver Municipal Parking Code to implement the Downtown Access Mobility and Parking Plan, setting the date for the second reading and public hearing for May 19, 2025.

Staff Contact

Gabe Montez, Parking District Manager, Gabriel.Montez@cityofvancouver.us

Attachments:

1. Presentation
2. Ordinance

CITY OF Vancouver WASHINGTON

Downtown Parking VMC Changes

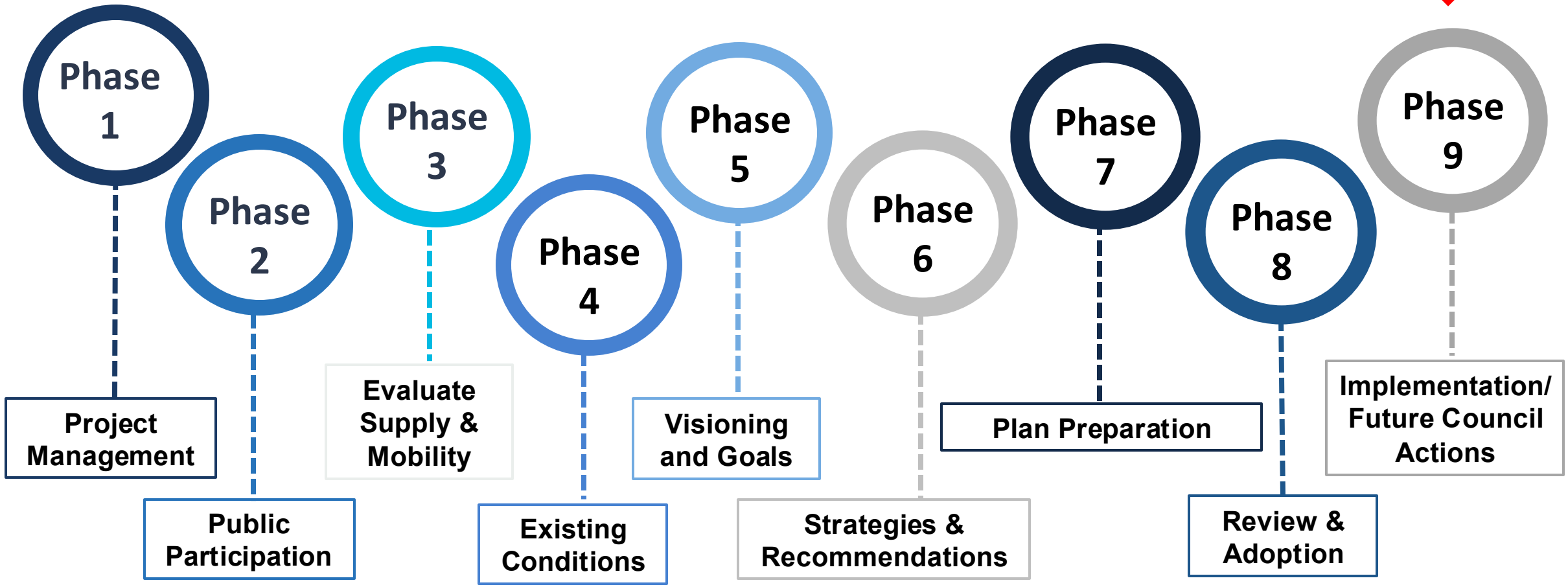
Gabriel Montez
Parking District Manager
Economic Prosperity & Housing

May 12, 2025

Agenda

- Parking Plan Implementation
- Strategic Context
- Proposed VMC Changes
- Future Changes
- Requested Action
- Questions

Downtown Parking Plan Implementation



Three Plan Pillars

1. Adopt Pricing Practices to Improve On-Street Parking Supply Utilization
2. Expand Public Parking Supply through Shared Parking Arrangements
3. Enhance Car-Free Options for Getting to and Around Downtown

Pillar 1: Adopt New Pricing Practices to Improve Utilization of On-Street Parking Supply

- 7-Day enforcement: 8 am – 6 pm
- Simplify on-Street parking with High-Demand & Low-Demand Areas
- Evaluate tier-based pricing
- Enhance technology options for payments and enforcement
- Provide options for low-wage hourly employee
- Improve ADA access and parking options
- Extend Buffer Zones between residential & commercial areas
- Evaluate existing on-street permits

Carpool Parking

Encourage carpooling by enhancing value of on-street permits

9.92.010 - Carpool parking permit eligibility

Reduction in number of days to qualify for a carpool permit from 4 days to 2 days.

9.92.020 - Carpool parking hours

Modification of eligible hours and days for carpool permit holders from 7am to 9am to 8am to 11am, and from Mon-Fri to all seven days.

9.92.040 - Carpool parking rate

Increase maximum fee from $30 for two months to $100 per month on monthly carpool permit fee.

On-Street Permits

Expand on-street parking options by updating permit requirements

19.04.070 - On-street permits

Removal of downtown employment requirement to purchase an on-street permit.

19.04.070 - **Permit fees**

Increase in maximum monthly permit fee from $100 to $200 per month.

Parking Meter Fees

Improve utilization of on-street parking through pricing and enforcement

19.11.030 - **Parking Meter Fees**

Removal of Saturday and Sunday exemption for paid on-street parking to regulate weekend parking.

19.11.030 - **Parking Meter Fees**

Increase maximum hourly rate of $2.50 to $3.50 to allow for parking rate to move with market demand. Waterfront is currently at maximum and more flexible pricing is needed to improve turnover.

19.13.010 -**Transferablility of Payment**

Elimination of transferability of payment to different blocks to encourage a “park once” approach rather than driving within downtown.

Upcoming Code Changes

- Off street parking regulations
- Shared parking requirements
- Residential parking areas

Requested Action

Advance the ordinance amending VMC on first reading, setting a date for second reading and public hearing on May 19, 2025.

Questions?

HISTORIC
VANCOUVER
Washington
the EVERGREEN state
W.A.
NCH'I WANA
GREAT RIVER
Clark County

05/12/2025 (Date of First Reading)
05/19/2025 (Date of Public Hearing)

ORDINANCE NO. M- [Ordinance Number]

AN ORDINANCE relating to the Parking Code for the City of Vancouver under Vancouver Municipal Code (VMC) Titles 19 and 9; amending VMC sections 19.040.070 relating to On-Street Permits; 19.13.010 relating to payment transferability;19.11.030 relating to parking meter fees designated; 9.92.10 relating to Carpool permit eligibility; 9.92.020 relating to Carpool permit parking hours; 9.92.040 relating to Carpool Permit rate; providing for severability; and setting an immediate effective date.

WHEREAS, the City of Vancouver downtown parking ordinances date back to 1948; and

WHEREAS, in early 2024 the City of Vancouver Parking Services department initiated a occupancy and existing conditions study as a part of the City's effort to develop a Downtown Access and Mobility Plan; and

WHEREAS, between January of 2024 and January of 2025 multiple community stakeholder engagements were included in the existing conditions and community outreach phases of the Downtown Access and Mobility Plan; and

WHEREAS, on September 9, 2024, the Vancouver City Council reviewed weekend occupancy and existing conditions in a September 9th, 2024 Workshop, and

WHEREAS, on January 13, 2025 Vancouver City Council reviewed proposed changes to weekend parking regulations, hours of payments, permit reforms and pricing in the Downtown Access and Mobility Plan; and

WHEREAS, the Parking Advisory Committee and City Center Redevelopment Authority has reviewed and approved the proposed changes to weekend parking regulations; and

WHEREAS, on February 24, 2025 City Council adopted the new Downtown Access and Mobility Plan, which included the proposed changes to weekend parking regulations; and

WHEREAS, on May 7, 2025 the Parking Advisory Committee reviewed and approved the changes to the Vancouver Municipal Code (VMC) proposed by this ordinance.

WHEREAS, City Council adopts and incorporates by reference Staff Report SR_____and the Downtown Access and Mobility Plan and finds that it is in the public interest to amend VMC 19.040.070, 19.13.010, 19.11.030, 9.92.010,9.92.020 and 9.92.040 to implement actions defined in the Downtown Access and Mobility Plan.

WHEREAS, with proper notice to the public, the Vancouver City Council conducted a first reading of the proposed ordinance on May 12, 2025 and a public hearing concerning the ordinance and proposed code changes on May 19, 2025.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

SECTION 1. Legislative Findings. The recitals set forth above are adopted as the legislative findings of the City Council of the City of Vancouver in support of adoption of this ordinance.

SECTION 2. Vancouver Municipal Code Section 19.04.070 entitled "Permits – Issuance, display and fee" as codified by Ordinance Ord. M-4088 is herby amended to read as follows:

Section 19.04.070-Permits- Issuance, Display and fee

The parking permits provided for in section 19.10.050 shall be issued by the department of finance upon application ~~of anyone providing satisfactory evidence that he or she works in the central city area~~, and ~~upon~~ payment in advance of a fee hereby set at no more than ~~one hundred dollars ($100.00)~~ two hundred dollars ($200) per month for long-term permits. This maximum fee may be reduced administratively by the city manager or his/her designee pursuant to the guidelines set forth in section 19.11.040. The city manager, or his/her designee, shall report to the city council from time to time as requested by the city council, but in any event, shall report at least once every year regarding these parking rates. Such person shall be issued a parking permit in a form to be prepared by the department of finance, which permit shall be displayed in or on his or her vehicle so as to be readily observable by parking control officers, and then such vehicle can be parked at any legal parking space which is marked as being for parking by permit only. (Ord. M-4088 §1, 2014)

SECTION 3. Vancouver Municipal Code Section 19.13.010 entitled "Compliance required-Pay stations" as codified by Ordinance Ord. M-4088 is hereby amended to read as follows:

Section 19.13.010-Complainace required-Pay stations

A. *Compliance with Instructions and Limitations of Use.* Every person who parks a vehicle in an area regulated by a parking pay station is required to comply with the instructions for use, including, but not limited to, applicable time limits and proper proof and display of payment.

~~B. *Transferability*. An individual may use a valid or unexpired receipt or proof of payment from a parking pay station to park in any parking space, regulated by a parking meter, without additional payment to the meter, so long as the individual complies with the time limits for parking applicable to the parking space and displays proof of payment in the required manner.~~

~~C.~~B. *Permits.* Any permit that exempts an individual from paying parking meter fees shall also exempt that individual from the payments required by parking pay stations, provided that the holder of any authorized permit complies with the permit's conditions.

SECTION 4. Vancouver Municipal Code Section 19.11.030 entitled "Parking meter fees designated" as codified by Ordinance Ord. M-4088 and most recently amended by Ordinance Ord. M-4365 is hereby amended to read as follows:

Section 19.11.030 - Parking meter fees designated

A. Between the hours of 8:00 a.m. and 6:00 p.m. daily ~~except Saturdays and Sundays, and also~~ except days being celebrated as any city-recognized holiday, the operator of a vehicle, upon entering any metered parking space, shall immediately deposit, in the proper adjacent parking meter, coins totaling no more than ~~$2.50~~ $3.50 per hour as shown on the meter, and shall put the meter in operation. (In some short-term meters a portion of the hour is available free by turning

the dial of the meter.) If the vehicle remains parked in the parking space beyond the legal parking time which is designated by a sign or signal on the parking meter, such vehicle shall be considered as parked overtime. In zones where parking is limited to 15 minutes or less per use, the meter fee shall be no more than $0.70 per quarter hour. In zones where parking is limited to 30 minutes or less per use, the meter fee shall be no more than $1.30 per half hour. In zones where parking is limited to two hours or less per use, the meter fee shall be no more than ~~$2.50~~ $3.50 per hour. In zones where parking is permitted for longer than two hours per use, the meter fee shall be no more than ~~$2.50~~ $3.50 per hour.

The parking meter fee may be reduced administratively by the city manager or his/her designee in accordance with the provisions of VMC 19.11.040. The city manager, or his/her designee, shall report to the city council from time to time as requested by the city council, but in any event, shall report at least once every year regarding these parking rates.

B. The department of public works shall cause for there to be installed on each parking meter a suitable plate informing of the hours and days in which such metered parking regulations are enforced.

SECTION 5. Vancouver Municipal Code Section 09.92.010 entitled "Program established." as codified by Ordinance Ord. M-2198 is hereby amended to read as follows:

Section 9.92.010-Program established

As recommended in Staff Report 426-80 and approved by city council on November 24, 1980, and as discussed in SR 278-A-80, an employee carpool program for downtown Vancouver is

established. For purposes of this program, a "carpool" is defined as any instance in which two or more persons regularly drive together to and from downtown Vancouver at least ~~four~~ two days per week. Preference may be granted to carpools with three or more participants. Permits shall be issued to individuals applying for and qualifying for said program and such permits shall authorize permit holders to park in one of eighty-two on-street parking spaces herein designated for carpools between the hours of ~~seven a.m. and nine a.m., Monday to Friday~~ eight a.m. to eleven a.m., seven days a week. Such permits shall be displayed on vehicles as required by rules and regulations established and to be established pursuant to this chapter.

SECTION 6. Vancouver Municipal Code Section 09.92.020 entitled "Spaces designated" as codified by Ordinance Ord. M-2198 is hereby amended to read as follows:

9.92.020-Spaces designated

Eighty-two on-street parking spaces, as shown on the map attached to the ordinance codified in this chapter as Exhibit "A," are designated carpool parking spaces. Such spaces shall be signed accordingly and designated exclusively for carpool use, as defined by this chapter, between the hours of ~~seven a.m. to nine a.m., Monday through Friday. After the hour of nine a.m.,~~ eight a.m. to eleven a.m., seven days a week. After the hour of eleven a.m. such spaces shall be open to other parking uses if not occupied by a vehicle with such a permit, subject to any other applicable parking regulations. (Ord. M-2198 §2, 1981)

SECTION 7. Vancouver Municipal Code Section 09.92.040 entitled "Permit fee." as codified by Ordinance Ord. M-2198 and most recently amended by Ordinance Ord. M-2680 is hereby amended to read as follows:

9.92.040-Permit fee.

The fee for obtaining a carpool permit shall be ~~thirty dollars for each two months, payable bimonthly~~ no more than one hundred dollars for each month, payable monthly in advance, or as established by rule. Renewals shall be obtained by the fifteenth of the second month of each bimonthly period on forms approved and supplied by the city for such purpose and in accordance with rules established pursuant to this chapter.

SECTION 8. 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 9. Effective date and Notice. This ordinance shall be effective on June 1, 2025.

DATE OF FINAL PASSAGE at a Regular Meeting of the Vancouver City Council: _____.

SIGNED this _____ day of _____, 20__.

_____

Anne McEnerny-Ogle, Mayor

Attest:

_____

Natasha Ramras, City Clerk

Approved as to form:

_____

Nena Cook, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE relating to the Parking Code for the City of Vancouver under Vancouver Municipal Code (VMC) Titles 19 and 9; amending VMC sections 19.040.070 relating to On-Street Permits; 19.13.010 relating to payment transferability;19.11.030 relating to parking meter fees designated; 9.92.10 relating to Carpool permit eligibility; 9.92.020 relating to Carpool permit parking hours; 9.92.040 relating to Carpool Permit rate; providing for severability; and setting an immediate effective date.

The full text of this ordinance will be mailed upon request. Contact public records staff at (360) 487-8480, citypdr@cityofvancouver.us, or via Public Records Request -The City of Vancouver, WA.

To: Mayor and City Council
From: Council Subcommittee 1
Date: May 12, 2025

Subject
Public Facilities District Board Appointment

Present Situation
The Vancouver Public Facilities District Board (PFD) is a municipal corporation governed by a five-member Board of Directors. It was created by Vancouver City Council in 1999 to develop the downtown hotel and convention center. The PFD owns the land under the Hilton hotel and convention center in downtown Vancouver, which it leases to the City's Downtown Redevelopment Authority (DRA) and receives funding for operation of the property from the state sales tax credit program which it then transfers to the DRA. The PFD board is also responsible for approving annual budgets and monitoring use of the funds.

Council Committee 1 recently interviewed candidates for this board and recommends the full-term appointment of Cody Scherer with a term beginning immediately and expiring November 30, 2029.

Action Requested
On Monday, May 12, 2025, appoint Cody Scherer to a full-term position on the Public Facilities District Board, with a term beginning immediately and expiring November 30, 2029.

Council Subcommittee 1

CITY OF Vancouver WASHINGTON

MEMORANDUM

DATE: May 12, 2025

TO: Mayor and City Council

FROM: Council Committee 1 (Paulsen, Hansen, Perez)

CC: Lon Pluckhahn, City Manager
Tawny Maruhn, Boards & Commissions

RE: **Recommendation for Appointment on the Vancouver Public Facilities District Board of Directors**

The Vancouver Public Facilities District Board (PFD) is a municipal corporation governed by a five-member Board of Directors. It was created by Vancouver City Council in 1999 to develop the downtown hotel and convention center. The PFD owns the land under the Hilton hotel and convention center in downtown Vancouver, which it leases to the City's Downtown Redevelopment Authority (DRA) and receives funding for operation of the property from the state sales tax credit program which it then transfers to the DRA. The PFD board is also responsible for approving annual budgets and monitoring use of the funds.

Council Committee 1 recently interviewed candidates for this board and recommends the full-term appointment of Cody Scherer with a term beginning immediately and expiring November 30, 2029.

This appointment will be presented for Council action at the **Monday, May 12, 2025,** Council meeting.

Attachments:

- Applications
- Current Roster

Public Facilites District Board

Position	Term	Name & Address	Phone
1	12-07-2020	Ashley Thomas-Velikokhatko 5732 NE 131st Pl, Vancouver, WA 98682	206-402-2194
2	09-11-2023	Hunter Byrnes 1001 SE 97th Ave, Vancouver, WA 98664 hunterbyrnes@yahoo.com	949-636-5808
3	05-06-2024	Ken O'Hollaren 1702 SE 112th Ct. , Vancouver, WA 98664 ohollaren.ken@comcast.net	360-431-3968
4	12-11-2023	Azsha Preble 636 W 6th Street, Vancouver, WA 98660 Azsha.preble@gmail.com	503-707-9499
5	11-30-2018	Abbie Layne 1221 NE Cedar Ridge Loop, Vancouver, WA 98664 Abbie.layne@hotmail.com	304-290-5947

Public Facilites District Board

Term Length: 48 Months **Max Terms:** 2 Term(s)

Number of Members: 5 **Meeting Schedule:** Twice a year in May and December

Meeting Time: 10:00 AM

Meeting Location: City Hall - Council Chambers

Meeting Address: 415 W 6th St. Vancouver, WA 98660

Type: Board

Description: The Public Facilities District (PFD) was created by the City Council to develop the Special Events Center in downtown Vancouver (governing document – RCW 35.57.010). The PFD acts as an advisory body to the City Council. Its 5 board members are appointed by the Council to serve four-year terms in a voluntary capacity.

Meeting Time: Twice a year (typically in May and December)

Council Liaison:

Staff Liaison:

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Ashley Thomas-Velikokhatko	12/07/2020	1	11/30/2025
2	Hunter Byrnes	09/11/2023	1	11/30/2025
3	Ken O'Hollaren	05/06/2024	1	11/30/2025
4	Azsha Preble	12/11/2023	1	11/30/2026
5	Abbie Layne	11/30/2018	2	11/30/2027

Maruhn, Tawny

From: City of Vancouver, WA <noreply@cityofvancouver.us>
Sent: Wednesday, March 5, 2025 8:24 AM
To: City B&C Coordinator
Subject: Application: Boards and Commissions

Follow Up Flag: Follow up
Flag Status: Flagged

Application: Boards and Commissions

Board or Commission you are applying for

- Vancouver Public Facilities District Board of Directors

Have you served on this board or commission in the past?

No

Name

Cody Scherer

Address

706 NE Countryside Dr
Vancouver, WA 98684
Map It

Email

cody.e.scherer@gmail.com

Phone

3609099622

Do you live in Vancouver City limits?

Yes

How long have you lived in Vancouver

10 to 20 years

Occupation and employer (if applicable)

Business Development, R&C Management Group

Do you, or does your firm or place of employment do business with the City?

No

Do you, your firm or place of employment, have business that may involve a contract with the City for land, materials, supplies or services?

No

The City of Vancouver is committed to facilitating and amplifying multiple perspectives and experiences from across the community. What diverse experiences, skills, perspectives and values would you bring to a City board or commission?

I bring a strong combination of professional experience and personal commitment to community service that I believe would add value to the Public Facilities District Board. My background in business development, particularly in working with municipal clients on program and project management, has given me a deep understanding of public sector operations, infrastructure planning, financial oversight, and helping with pre- and post-bond planning and execution.

With an MBA and a strong financial background, I am comfortable analyzing budgets, evaluating financial strategies, and ensuring responsible fiscal management—skills that align well with the board's oversight responsibilities. I also recognize the important role public facilities play in economic development and community engagement, and I would be honored to contribute to their long-term success.

Most importantly, I'm passionate about giving back to my community. Serving on this board would allow me to apply my expertise in a way that benefits Vancouver's residents and businesses, ensuring these facilities continue to serve as valuable community assets.

We know there are many ways that people show how much they care for our community. Please describe your current and past community involvement, formal or informal, and ways that you have positively contributed to our community. Informal community involvement could include things such as volunteering, supporting neighbors, participating in a faith community, or participating in a youth sports league.

I have always believed in giving back to my community, both through formal volunteer roles and informal acts of service. I regularly volunteer with Evergreen Public Schools, where I support local education initiatives, and I also participate in the Countryside Woods Adopt-a-Park program, helping to maintain and improve our shared green and natural spaces.

These experiences have deepened my appreciation for community involvement and the impact that dedicated volunteers can have on our city. Serving on the Public Facilities District Board feels like the natural next step in my commitment to Vancouver. My goal is to do even more—applying my professional expertise to support the city's public facilities and ensure they continue to serve residents, businesses, and visitors for years to come.

Please describe your interest in serving as a board member or commissioner. Why do you want to be involved with the City of Vancouver, and why this role?

I am excited about the opportunity to serve as a board member because I believe in the importance of strong, well-managed public facilities that contribute to the economic and social vitality of Vancouver. Having worked extensively with municipal clients in program and project management, I understand the complexities of planning, funding, and maintaining public assets. This role aligns with my expertise and passion for strategic planning, financial oversight, and community service.

Vancouver is a growing and dynamic city, and I want to be actively involved in shaping its future. Serving on the Public Facilities District Board would allow me to apply my skills in a meaningful way—ensuring these key facilities remain financially sustainable, well-managed, and beneficial to the community. This role represents the next step in my commitment to giving back, and I would be honored to contribute to the city's continued success.

Please describe your experience with racial equity, as well as your comfort level, previous engagement and work with diverse communities.

Throughout my career and community involvement, I have worked with diverse communities and have seen firsthand the importance of equity and inclusion in both public and private sectors. My experience serving municipal clients has reinforced my understanding of the need for equitable access to resources, facilities, and opportunities for all members of the community. I believe that public spaces and services should reflect and serve the diverse populations that make up Vancouver.

I am committed to fostering inclusive environments where different perspectives are valued and represented. Whether through volunteering with Evergreen Public Schools—where I engage with students and families from various backgrounds—or participating in community projects like Countryside Woods Adopt-a-Park, I have always prioritized listening, learning, and ensuring that everyone feels welcome. I am comfortable engaging in discussions about racial equity and believe that diverse voices lead to stronger, more effective decision-making.

As a board member, I would bring this mindset to my work, ensuring that public facilities serve and reflect the needs of Vancouver's entire community.

The City of Vancouver is setting ambitious goals around climate change. As a member of a City board or commission, how will your knowledge, skills and experiences prepare you to address climate change?

I fully support the City of Vancouver's ambitious climate goals and believe that responsible public facility management plays a key role in sustainability efforts. My background in program and project management for municipal clients has given me insight into sustainable infrastructure planning, energy efficiency measures, and the positive impact they can have on operational expenses while enhancing long-term financial strategies that align with environmental goals.

Through my work, I have seen the benefits of integrating sustainable practices into public projects—whether through efficient

resource management, waste reduction, or incorporating green technologies. Additionally, my involvement with the Countryside Woods Adopt-a-Park program has reinforced my personal commitment to environmental stewardship at the community level.

As a board member, I would advocate for fiscally responsible, environmentally conscious decisions that align with the city's climate initiatives. I believe in balancing economic growth with sustainability, and I would use my expertise to support policies and projects that reduce environmental impact while ensuring public facilities continue to serve the community effectively.

Is there anything else you would like us to know?

I am deeply committed to serving the City of Vancouver and believe my background in business development, financial management, and municipal project oversight makes me a strong fit for this role. My passion for community involvement, combined with my experience in strategic planning and sustainability, aligns well with the board's mission.

I see this opportunity as a way to contribute my skills in a meaningful way, ensuring that Vancouver's public facilities continue to thrive and serve the community effectively. I would be honored to bring my expertise, leadership, and dedication to this board and look forward to the possibility of making a positive impact.

What is your age range?

31–55

What are your preferred pronouns?

He/Him/His

What is your gender identity or expression? Check all that apply.

- Male

What is your race/ethnicity? Check all that apply.

- White

In what zip code do you live or work?

98684

How did you hear about this position?

- Social media

What is the highest degree or level of education you have completed?

Master's degree

Do you rent or own your home?

Own

Have you ever served on active duty in the U.S. Armed Forces, military Reserves, or National Guard?

No

Do you live with a disability or identify as a disabled person?

No

Are you interested in serving on other Boards or Commissions?

Yes

To: Mayor and City Council
From: Council Subcommittee 1
Date: May 12, 2025

Subject
Aviation Advisory Committee Appointments

Present Situation
The purpose of the Aviation Advisory Committee (AAC) is to provide advice and recommendations to the Airport Manager, City Manager, and City Council, as well as other city departments, regarding the management and operations of the Airport and other aviation-related issues affecting Pearson Field Airport and the City of Vancouver.

Council Committee 1 recently interviewed candidates for three full-term vacancies on this committee and recommends the full-term reappointment of Shon Lindley and Sara Baker and the full-term appointment of Brigham Williams with terms that would begin May 15, 2025, and expire May 15, 2028.

Action Requested
On Monday, Monday, May 12, 2025, reappoint Shon Lindley and Sara Baker to a full-term and appoint Brigham Williams to a full term on the Aviation Advisory Committee, with a term beginning May 15, 2025, and expiring May 15, 2028.

Subcommittee 1

CITY OF Vancouver WASHINGTON

MEMORANDUM

DATE: May 12, 2025

TO: Mayor and City Councilmembers

FROM: Council Committee 1 (Paulsen, Perez, and Hansen)

CC: Lon Pluckhahn, City Manager
Tawny Maruhn, Boards & Commissions

RE: Recommendation for Appointments to the Aviation Advisory Committee

The purpose of the Aviation Advisory Committee (AAC) is to provide advice and recommendations to the Airport Manager, City Manager, and City Council, as well as other city departments, regarding the management and operations of the Airport and other aviation related issues affecting Pearson Field Airport and the City of Vancouver.

Council Committee 1 recently interviewed candidates for three full-term vacancies on this committee and recommends the full-term reappointment of Shon Lindley and Sara Baker and the full-term appointment of Brigham Williams with terms that would begin May 15, 2025, and expire May 15, 2028.

This appointment will be presented for Council action at the **Monday, May 25, 2025,** Council meeting.

Attachments:
- Applications
- Current Roster

Aviation Advisory Committee

Position	Term	Name & Address	Phone
1	07-01-2024	Shon Lindley 18118 SE 36th St, Vancouver, WA 98660 shon.lindley@roconstruction.com	360-771-8900
2	07-01-2024	Joe Ong 2933 N McCanta Way, Ridgefield, WA 98642 joeaok@gmail.com	408-799-8183
3	05-16-2024	Laura Krueger 10606 NW 36th Ave, Vancouver, WA 98685 laura.krueger365@gmail.com	503-730-7528
4	05-15-2023	Barend Levie 2214 NE 153rd Ave., Vancouver, WA 98684 barneylevie@hotmail.com	360-600-7665 360-885-4510
5	10-07-2024	Sara Baker 6315 N. Depauw St., Portland, OR 97203 sarabakermail@gmail.com	9729219969
6	05-15-2023	Kevin Lux 1526 X St. , Vancouver, WA 98661 kevlux86@gmail.com	360-931-9549
7	05-15-2023	Brittany Sulitzer 4100 NE 49th Ave, Vancouver, WA 98661 facciob@gmail.com	971-400-3093
8	05-15-2023	Peggy Keith 1812 SE 174th Ct. , Vancouver, WA 98663 osrtkeith@yahoo.com	360-772-0381
9	07-01-2024	Austin Merle 4412 NW 127th St, Vancouver, WA 98660 austindmerle@live.com	360-984-1375

Aviation Advisory Committee

Term Length: 36 Months **Max Terms:** 3 Term(s)

Number of Members: 9 **Meeting Schedule:** Second Wednesday of each Month

Meeting Time: 6:00 PM

Meeting Location: Pilot Lounge at Pearson Airport

Meeting Address: P.O. Box 1995

Type: Committee

Description: The purpose of the Aviation Advisory Committee is to provide advice and recommendations to the airport manager, city manager, city council and departments regarding the management and operations of the Pearson Field Airport and other aviation-related issues affecting the Vancouver.

Council Liaison: **Staff Liaison:**

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Shon Lindley	07/01/2024	1	05/15/2025
2	Joe Ong	07/01/2024	2	05/15/2027
3	Laura Krueger	07/01/2024	1	05/15/2027
4	Barend Levie	05/15/2023	1	05/15/2025
5	Sara Baker	10/07/2024	1	05/15/2025
6	Kevin Lux	05/15/2023	1	05/15/2026
7	Brittany Sulitzer	05/15/2023	1	05/15/2026
8	Peggy Keith	05/15/2023	1	05/15/2026
9	Austin Merle	07/01/2024	1	05/15/2027

3/28/2025

City of Vancouver
City Council Committee
PO Box 1995
Vancouver, WA 98668

Re: Letter of Continued Interest – Aviation Advisory Committee

Dear Council Committee,

It has been my honor to serve the Aviation Advisory Committee for the past (1) year. Please accept this letter of continued interest as my formal application for reappointment.

I believe that my participation on the Aviation Advisory Committee has benefitted its work in the following ways:

- Understanding of construction process.
- Understanding of contracts and leases.
- Ability to see issues from a 3rd person perspective.

I am proud of what this group has accomplished throughout my term(s) of service, and look forward to future opportunities. Upcoming and current project the AAC is working on:

- Updating current parking fee structure.
- Active construction projects.
- Concerns with new construction in the area a potential impact in to arrival and departure air space.

Once again, it has been my honor to serve the Aviation Advisory Committee. I hope that you will grant my request for reappointment.

Thank you in advance for your consideration.

Sincerely,

Shon Lindley

March 4, 2025

City of Vancouver
City Council Committee
PO Box 1995
Vancouver, WA 98668

Re: Letter of Continued Interest – Sara K. Baker

Dear Council Committee,

It has been my honor to serve the Aviation Advisory Committee for the past 6 months. Please accept this letter of continued interest as my formal application for reappointment.

I believe that my participation on the Aviation Advisory Committee has benefited its work in the following ways:

- Spearheaded a formal committee recommendation letter regarding the Vancouver Waterfront building heights, to include community feedback, research, and committee coordination and documentation
- Engaged as a liaison between the AAC and the 99's and the SW Chapter of the Washington Pilots Association - ensuring bilateral communication
- Provided trusted advisory commentary to fellow committee members, airport personnel, and members of the pilot community

I am proud of what this group has accomplished throughout my term of service, and look forward to future opportunities, including: potentially airmarking the airport alongside the 99's, engaging in a truly spectacular centennial celebration, and elevating the Pearson community voice in the aviation community throughout the area.

Once again, it has been my honor to serve the Aviation Advisory Committee. I hope that you will grant my request for reappointment.

Thank you in advance for your consideration.

Sincerely,

Sara K. Baker

Maruhn, Tawny

From: City of Vancouver, WA <noreply@cityofvancouver.us>
Sent: Sunday, March 9, 2025 12:18 PM
To: City B&C Coordinator
Subject: Application: Boards and Commissions

Follow Up Flag: Follow up
Flag Status: Flagged

Application: Boards and Commissions

Board or Commission you are applying for

- Aviation Advisory Committee

Have you served on this board or commission in the past?

No

Name

Brigham Williams

Address

3119 SE 152nd Ave
Vancouver, WA 98683
Map It

Email

brigwill@msn.com

Phone

5038637569

Do you live in Vancouver City limits?

Yes

How long have you lived in Vancouver

10 to 20 years

Occupation and employer (if applicable)

Educator, Vancouver Public Schools

Do you, or does your firm or place of employment do business with the City?

No

Do you, your firm or place of employment, have business that may involve a contract with the City for land, materials, supplies or services?

No

The City of Vancouver is committed to facilitating and amplifying multiple perspectives and experiences from across the community. What diverse experiences, skills, perspectives and values would you bring to a City board or commission?

Educator, Multilingual Language Development Specialist, who works with students and families from diverse backgrounds

Cascadia Tech Aviation High School Advisory board

Serves as a Federal Aviation Administration (FAA) Safety Team Representative, Wings Pro and Drone Pro for the Portland FSDO

part time Flight Instructor for the FBO Aero Maintenance
Certified Flight Instructor

Holds a Washington state Administrator credential through OSPI

We know there are many ways that people show how much they care for our community. Please describe your current and past community involvement, formal or informal, and ways that you have positively contributed to our community. Informal community involvement could include things such as volunteering, supporting neighbors, participating in a faith community, or participating in a youth sports league.

As an educator I am active in promoting Aviation and STEM related career fields. I serve on the Cascadia Tech Aviation Advisory boards, to help provide meaningful career opportunities to the youth of our community. I am also an active FAAST Team member, providing ongoing safety seminars to our local pilots, especially focusing on promoting safe and proficient flying in the Pearson Part 93 airspace.

Please describe your interest in serving as a board member or commissioner. Why do you want to be involved with the City of Vancouver, and why this role?

Pearson airpark is my home away from home. I believe I bring a unique insight in the value of the community assets, as well at what it means for the future of our community.

Please describe your experience with racial equity, as well as your comfort level, previous engagement and work with diverse communities.

My whole educational career as has been creating equitable outcomes for a diverse populations. I am an active staff developer, training teachers in the summer for AVID, a college readiness program for first generational college students from marginalized and underrepresented groups. My work for Vancouver Public School is centered in ensuring that language is not a barrier for our multilingual students, many who are newly arrived to the United States.

The City of Vancouver is setting ambitious goals around climate change. As a member of a City board or commission, how will your knowledge, skills and experiences prepare you to address climate change?

As I pilot I see the effects of climate change from above. There is a definite balance between adoption of new technology and ensuring safety. The city will need advisors who can problem solve to limit unintentional consequences of doing what is right while balancing long term safety of the community. My work on the FAA Safety Team and as a CFI can help in the this endeavor.

Is there anything else you would like us to know?

I appreciate the meetings are now in the evening hours, as the day meeting have been a barrier for me to offer my time to this group.

What is your age range?

31–55

What are your preferred pronouns?

He/Him/His

What is your gender identity or expression? Check all that apply.

- Male

What is your race/ethnicity? Check all that apply.

- White

In what zip code do you live or work?

98661

How did you hear about this position?

- Word of mouth

What is the highest degree or level of education you have completed?

Master's degree

Do you rent or own your home?

Own

Have you ever served on active duty in the U.S. Armed Forces, military Reserves, or National Guard?

No

Do you live with a disability or identify as a disabled person?

No

Are you interested in serving on other Boards or Commissions?

No

To: Mayor and City Council
From: City Manager
Date: May 12, 2025

Subject
Approval of Claim Vouchers

Action Requested
Approve claim vouchers for May 12, 2025.

Attachments:
1. Claims

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:

$ 9,243,411.58 this 12th day of May 2025.

MAYOR

COUNCILMEMBER

Cyndi A. Turner Digitally signed by Cyndi A. Turner Date: 2025.05.06 07:55:14 -07'00'

AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
April 28, 2025 - May 04, 2025	Accounts Payable Checks (see attached)	$ 8,751,850.28
April 28, 2025 - May 04, 2025	Hansen City Payments (see attached)	$ 488,790.10
April 28, 2025 - May 04, 2025	Visa Refunds (see attached)	$ 2,771.20
April 28, 2025 - May 04, 2025	Payroll Checks (see attached)	$ -
TOTAL		**$ 9,243,411.58**

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Ad Hoc Payment	Check	25058	4/30/2025	235.87	AHF LLC	3301 N ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	25059	4/30/2025	54.85	Amber J or Matthew E Purvis	12613 NE 20TH ST ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	25060	4/30/2025	81.32	Anthony Hunt or Jung Sim Hunt or Tina Hunt	1414 BRANDT RD ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	25061	4/30/2025	17.89	Attebery,John	410 NE 149TH CT ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	25062	4/30/2025	128.41	Chris C or Yolanda L Vea	2111 NE 137TH CT ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	25063	4/30/2025	183.08	Dale or Janet M Medeiros	8903 NE 84TH ST ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	25064	4/30/2025	500.88	Delta Management	5951 E 18TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	25065	4/30/2025	670.91	Delta Management	5951 E 18TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	25066	4/30/2025	25.44	Invest West Management	8903 NE 84TH ST ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	25067	4/30/2025	160.37	Jason or Andrea Maul	2207 C ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	25068	4/30/2025	601.28	Jerry or Royce Anne Martin	7925 NE LOOWIT LOOP ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	25069	4/30/2025	57.19	Jessica Peterson or Daniel A Marquez	8012 NE 87TH AVE ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	25070	4/30/2025	79.72	Karen C or Bernard D Brothen	10412 NE 14TH ST ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	25071	4/30/2025	80.49	Kevin or Robin Miller	4215 NW LAVINA ST ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	25072	4/30/2025	552.63	Malloy,Gerald William	6114 NW CHERRY ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	25073	4/30/2025	124.63	Savadove Family Trust	13210 SE 7TH ST ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	25074	4/30/2025	39.75	The Estate of Frederick Heindel	400 S BURDICK AVE ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	25075	4/30/2025	77.78	The Estate of James Charles Rimer	7407 ALABAMA DR ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	25076	4/30/2025	629.81	Williams,Rodney	15305 SE RIVERCREST DR ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	25077	4/30/2025	73.78	Wilson,Megan	8601 NE 161ST AVE ,VANCOUVER,WA,98682
Supplier Payment	Check	25078	4/30/2025	495.04	Albina Holdings Inc	
Supplier Payment	Check	25079	4/30/2025	8,680.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	25080	4/30/2025	150.00	American Airlines Inc	
Supplier Payment	Check	25081	4/30/2025	7,591.00	Arborscape Ltd Inc	
Supplier Payment	Check	25082	4/30/2025	1,041.22	Axon Enterprises Inc	
Supplier Payment	Check	25083	4/30/2025	8,698.56	Bloomberg Finance LP - Remit-To: Bloomberg - Boston	
Supplier Payment	Check	25084	4/30/2025	156.80	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	25085	4/30/2025	2,140.98	Cintas	
Supplier Payment	Check	25086	4/30/2025	27,323.61	City of Seattle	
Supplier Payment	Check	25087	4/30/2025	10.00	Clark County - Remit-To: Reeta Fees	
Supplier Payment	Check	25088	4/30/2025	15,340.50	Clark Regional Wastewater District	
Supplier Payment	Check	25089	4/30/2025	344.50	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	25090	4/30/2025	253.90	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	25091	4/30/2025	207.04	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	25092	4/30/2025	19,731.73	Comcast Holdings Corporation - Remit-To: Comcast Holdings Corporation - Philadelphia	
Supplier Payment	Check	25093	4/30/2025	7,800.00	Concord Adult Care Home, LLC	
Supplier Payment	Check	25094	4/30/2025	8,820.00	Davidson Benefits Planning	
Supplier Payment	Check	25095	4/30/2025	34,173.00	Davis Wright Tremaine LLP	
Supplier Payment	Check	25096	4/30/2025	3,807.32	Day Management Corp - Remit-To: Day Wireless - Milwaukie	
Supplier Payment	Check	25097	4/30/2025	1,593.31	Esix Sportswear	
Supplier Payment	Check	25098	4/30/2025	498.02	Esquire Depositions Solutions LLC	
Supplier Payment	Check	25099	4/30/2025	11,312.56	Forklift Services of Oregon	
Supplier Payment	Check	25100	4/30/2025	2,439.41	Galls LLC	
Supplier Payment	Check	25101	4/30/2025	2,545.66	Genuine Parts Company - Remit-To: NAPA - Vancouver	

*Please contact Procurement Services 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	25102	4/30/2025	330.00	Groundwater Solutions, Inc.	
Supplier Payment	Check	25103	4/30/2025	7,230.00	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	25104	4/30/2025	12,688.49	HDJ Design Group	
Supplier Payment	Check	25105	4/30/2025	38,029.88	Herrera Environmental Consultants Inc	
Supplier Payment	Check	25106	4/30/2025	10,705.40	Hispanic Metropolitan Chamber	
Supplier Payment	Check	25107	4/30/2025	3,790.71	HMI Oregon	
Supplier Payment	Check	25108	4/30/2025	1,063.82	Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh	
Supplier Payment	Check	25109	4/30/2025	373.82	J-2 Blueprint Supply Co.	
Supplier Payment	Check	25110	4/30/2025	11,459.05	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	25111	4/30/2025	289,320.92	Landscape Structures Inc	
Supplier Payment	Check	25112	4/30/2025	4,824.11	McCrometer, Inc.	
Supplier Payment	Check	25113	4/30/2025	931.23	McFarlanes Bark Inc	
Supplier Payment	Check	25114	4/30/2025	1,918,798.45	Motorola Solutions Inc	
Supplier Payment	Check	25115	4/30/2025	1,535.20	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	25116	4/30/2025	29,931.07	Northwest Construction General Contracting Inc	
Supplier Payment	Check	25117	4/30/2025	554.89	Orion Medical Supply	
Supplier Payment	Check	25118	4/30/2025	35.00	Porter W Yett Company	
Supplier Payment	Check	25119	4/30/2025	14.56	Qwest Corporation - Remit-To: CenturyLink - Phoenix	
Supplier Payment	Check	25120	4/30/2025	9,469.95	Qwest Corporation - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	25121	4/30/2025	630.00	Rafael Herrera	
Supplier Payment	Check	25122	4/30/2025	7,053.41	Raimi & Associates, Inc.	
Supplier Payment	Check	25123	4/30/2025	5,508.00	Rapid Response Bio Clean Inc.	
Supplier Payment	Check	25124	4/30/2025	4,170.00	Ron Turley Associates	
Supplier Payment	Check	25125	4/30/2025	5,484.61	San Diego Police Equipment Co Inc	
Supplier Payment	Check	25126	4/30/2025	38,518.40	Site Workshop Landscape Architecture, LLC	
Supplier Payment	Check	25127	4/30/2025	48.27	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	25128	4/30/2025	3,532.75	Soha Sign	
Supplier Payment	Check	25129	4/30/2025	1,386.41	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago	
Supplier Payment	Check	25130	4/30/2025	29.65	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	25131	4/30/2025	578.50	Summit Law Group	
Supplier Payment	Check	25132	4/30/2025	740.50	Sun Badge Company	
Supplier Payment	Check	25133	4/30/2025	163,591.92	TCF Architecture, PLLC	
Supplier Payment	Check	25134	4/30/2025	332.50	Teresa L. Rider	
Supplier Payment	Check	25135	4/30/2025	165.00	T-Mobile	
Supplier Payment	Check	25136	4/30/2025	2,306.02	Traffic Safety Supply Co Inc	
Supplier Payment	Check	25137	4/30/2025	380.80	Triple J Enterprises	
Supplier Payment	Check	25138	4/30/2025	1,472.56	Vancouver Granite Works Inc	
Supplier Payment	Check	25139	4/30/2025	2,416.45	Veritext LLC - Remit-To: Veritext LLC	
Supplier Payment	Check	25140	4/30/2025	111.28	Vestis Group, Inc - Remit-To: Vestis - Pasadena	
Supplier Payment	Check	25141	4/30/2025	590.78	W.B. Sprague Co. Inc.	
Supplier Payment	Check	25142	4/30/2025	7,196.96	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	25143	4/30/2025	4,168.75	Water Systems Consulting Inc	
Supplier Payment	Check	25144	4/30/2025	6,130.97	WELL Cogir Tenant III LLC	
Supplier Payment	Check	25145	4/30/2025	176.00	West Yost & Associates Inc.	
Supplier Payment	Check	25146	4/30/2025	47,250.00	Willis Towers Watson Insurance Services West inc	
Miscellaneous Payment	Check	25147	4/30/2025	713.39	5D Contractor's LLC	CMI-370106 (jobsite: 8211 NE Vancouver Mall DR, Vancouver WA
Miscellaneous Payment	Check	25148	4/30/2025	100.00	Cascade Highlands Neighborhood Association	2025 Resource Conservation Challenge
Miscellaneous Payment	Check	25149	4/30/2025	500.00	EMPIRE ATHLETICS BOOSTERS	Damage deposit refund
Miscellaneous Payment	Check	25150	4/30/2025	1,545.00	Evgheni Ceaichin	LUP-84948 (jobsite: 13021 NE 24th Cir.)
Miscellaneous Payment	Check	25151	4/30/2025	1,545.00	Evgheni Ceaichin	LUP-84947 (jobsite: 13023 NE 24th Cir.)

*Please contact Procurement Services 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
Miscellaneous Payment	Check	25152	4/30/2025	771.77	Mavrck LLC	Refund parking permit no longer needed COV13877
Miscellaneous Payment	Check	25153	4/30/2025	26.64	Mindy Hegstad	Refund parking permit COV14497 no longer needed.
Miscellaneous Payment	Check	25154	4/30/2025	858.00	Moise Cercea	RES-369648 (jobsite: 1714 SE CASCADE AVE VANCOUVER, WA. 98683)
Miscellaneous Payment	Check	25155	4/30/2025	100.00	Mountain View Neighborhood Association	2025 Resource Conservation Challenge
Miscellaneous Payment	Check	25156	4/30/2025	1,545.00	Pavlo Ivanov	LUP-84946 (jobsite: 13025 NE 24th Cir.)
Miscellaneous Payment	Check	25157	4/30/2025	41.25	Professional Credit Service	Refund PCS for INV#51190 negative trust
Miscellaneous Payment	Check	25158	4/30/2025	41.02	Professional Credit Service	Refund for Invoice 51224 negative trust. Citation 7205400783 - KATELINE SNOOK GARZA.
Miscellaneous Payment	Check	25159	4/30/2025	32.74	Sarah Mann	Refund parking permit COV13673 no longer needed.
Miscellaneous Payment	Check	25160	4/30/2025	598.44	Squires Electric	MPE-367907 (jobsite: 1205 E 33rd ST)
Miscellaneous Payment	Check	25161	4/30/2025	22,539.23	Stylish Floors LLC	RES-370155 (jobsite: 14210 NE 42nd Circle)
Miscellaneous Payment	Check	25162	4/30/2025	101.00	Walmart	Refund duplicate payment to INV#77074162 and 77072401
			Check	**2,845,645.76**		
Cash Advance Payment	Direct Deposit	EFT-00295830	4/30/2025	270.00	DJ Strueby	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00295831	4/30/2025	200.00	Rodrigo Osorio	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00295832	4/30/2025	270.00	Caleb Sweaney	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00295833	4/30/2025	322.00	Erik Paulsen	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00295834	4/30/2025	360.00	Jason Haigwood	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00295835	4/30/2025	335.50	Ian Poulos	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00295836	4/30/2025	335.50	Nathan Hipple	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00295837	4/30/2025	220.00	Nathan Copewin	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00295838	4/30/2025	322.00	James Lewis	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00295839	4/30/2025	220.00	Nathanael Bambilla	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00295840	4/30/2025	220.00	Jared Caldwell	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00295841	4/30/2025	220.00	Nicholas Kujava	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00295842	4/30/2025	270.00	Zach Day	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00295843	4/30/2025	238.00	Erica Nilsen	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00295844	4/30/2025	270.00	Alexander De Spain	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00295845	4/30/2025	270.00	Emily Downs	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00295846	4/30/2025	270.00	Hunter Parrott	Travel Advance
Expense Payment	Direct Deposit	EFT-00295847	4/30/2025	258.72	Dan Crumley	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00295848	4/30/2025	479.50	Giovanni Strano	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00295849	4/30/2025	130.64	Steve Wilson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00295850	4/30/2025	87.00	Cody Uskoski	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00295851	4/30/2025	258.72	Tyler Edwards	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00295852	4/30/2025	242.80	Steve Worley	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00295853	4/30/2025	114.94	Carter Coval	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00295854	4/30/2025	79.50	Anthony Coronel Valencia	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00295855	4/30/2025	244.58	Korbin Chambers	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00295856	4/30/2025	100.00	Tammy Michelson	Employee Reimbursement
			Direct Deposit	**6,609.40**		
Supplier Payment	EFT	EFT-00295857	4/30/2025	561.00	Pacifica Law Group LLP - Remit-To: Pacifica Law Group	
Supplier Payment	EFT	EFT-00295858	4/30/2025	54,152.07	MAKERS architecture and urban design LLP	
Supplier Payment	EFT	EFT-00295859	4/30/2025	2,040.00	The Loudenback Corporation	
Supplier Payment	EFT	EFT-00295860	4/30/2025	543.50	Key Code Media, Inc	
Supplier Payment	EFT	EFT-00295861	4/30/2025	1,000.00	Vietnamese Community of Clark County	
Supplier Payment	EFT	EFT-00295862	4/30/2025	272.00	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00295863	4/30/2025	969,781.99	Operations Management International Inc	
Supplier Payment	EFT	EFT-00295864	4/30/2025	17,789.17	Western Water Works Supply Co Inc	
Supplier Payment	EFT	EFT-00295865	4/30/2025	23,947.98	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00295866	4/30/2025	38.41	Ziply Fiber	
Supplier Payment	EFT	EFT-00295867	4/30/2025	182.84	Branlo Enterprises, LLC	
Supplier Payment	EFT	EFT-00295868	4/30/2025	120.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00295869	4/30/2025	1,000.00	New Growth Innovation Network	
Supplier Payment	EFT	EFT-00295870	4/30/2025	67,213.98	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	EFT	EFT-00295871	4/30/2025	85,199.06	Madden Fabrication Inc.	
Supplier Payment	EFT	EFT-00295872	4/30/2025	615.28	Bound Tree Medical LLC	
Supplier Payment	EFT	EFT-00295873	4/30/2025	5,222.40	Workday Inc	
Supplier Payment	EFT	EFT-00295874	4/30/2025	2,768.21	Commonstreet Consulting, LLC	
Supplier Payment	EFT	EFT-00295875	4/30/2025	20,995.23	Harry's Key Service Inc	
Supplier Payment	EFT	EFT-00295876	4/30/2025	4,000.00	The Amy VanCamp Experience LLC	

*Please contact Procurement Services 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	EFT	EFT-00295877	4/30/2025	8,852.47	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00295878	4/30/2025	8,184.60	OAC Services, Inc.	
Supplier Payment	EFT	EFT-00295879	4/30/2025	250,896.35	Share	
Supplier Payment	EFT	EFT-00295880	4/30/2025	753.04	Archaeological Investigations Northwest Inc	
Supplier Payment	EFT	EFT-00295881	4/30/2025	35,931.67	Fire Systems West	
Supplier Payment	EFT	EFT-00295882	4/30/2025	34,882.80	Wilson Oil Inc. - Remit-To: Wilson Oil Inc	
Supplier Payment	EFT	EFT-00295883	4/30/2025	11,816.00	Consor North America Inc	
Supplier Payment	EFT	EFT-00295884	4/30/2025	202,979.67	Western United Civil Group, LLC - Remit-To: Western United Civil Group, LLC	
Supplier Payment	EFT	EFT-00295885	4/30/2025	14,357.06	YWCA Clark County	
Supplier Payment	EFT	EFT-00295886	4/30/2025	450.00	Thomas Garvey	
Supplier Payment	EFT	EFT-00295887	4/30/2025	75.00	Monica Zazueta-Hernandez Tabor	
Supplier Payment	EFT	EFT-00295888	4/30/2025	2,000.00	Oregon Entrepreneurs Forum	
Supplier Payment	EFT	EFT-00295889	4/30/2025	278,812.80	Construction Services Group, Inc.	
Supplier Payment	EFT	EFT-00295890	4/30/2025	1,656.25	Bureau Veritas North America, Inc.	
Supplier Payment	EFT	EFT-00295891	4/30/2025	1,634.19	Emerald Services Inc - Remit-To: Emerald - Dallas TX	
Supplier Payment	EFT	EFT-00295892	4/30/2025	7,345.00	Coffman Engineers Inc	
Supplier Payment	EFT	EFT-00295893	4/30/2025	3,420.00	BCE Engineers, Inc.	
Supplier Payment	EFT	EFT-00295894	4/30/2025	280.00	United Site Services of Nevada, Inc.	
Supplier Payment	EFT	EFT-00295895	4/30/2025	3,037.50	Swordfish Consulting Services, LLC	
Supplier Payment	EFT	EFT-00295896	4/30/2025	1,370.00	PBS Engineering and Environmental Inc	
Supplier Payment	EFT	EFT-00295897	4/30/2025	4,388.77	Distinctive Landscape LLC	
Supplier Payment	EFT	EFT-00295898	4/30/2025	11,853.74	NJB Soft, LLC	
Supplier Payment	EFT	EFT-00295899	4/30/2025	550.25	Otak Inc	
			EFT	**2,142,970.28**		
Supplier Payment	Manual Wire		4/17/2025	62,281.80	Paymentus Corporation	
Supplier Payment	Manual Wire		4/28/2025	49,046.29	State of Washington Department of Revenue - Remit-To: Washington State Department of Revenue - PO Box	
Supplier Payment	Manual Wire		4/28/2025	444,392.75	State of Washington Department of Revenue	
Supplier Payment	Manual Wire		4/28/2025	1,310,530.89	Internal Revenue Service	
Supplier Payment	Manual Wire		4/28/2025	187.00	Colorado Department of Revenue	
Supplier Payment	Manual Wire		4/28/2025	405,157.60	Kaiser Permanente - Remit-To: Kaiser Permanente	
Supplier Payment	Manual Wire		4/29/2025	954,393.17	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		4/29/2025	52,388.47	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire		4/29/2025	14,128.91	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire		4/30/2025	3,276.87	Internal Revenue Service	
Supplier Payment	Manual Wire		5/1/2025	21,167.87	Global Payments Inc	
Supplier Payment	Manual Wire		5/1/2025	414,708.22	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		5/1/2025	24,965.00	Washington Dental Service	
			Manual Wire	**3,756,624.84**		
			Checks	**2,845,645.76**		
			Direct Deposit	**6,609.40**		
			EFT	**2,142,970.28**		
			5/5/2025	488,790.10	City Payments	Posted 04-28-25 to 05-04-25
			Hansen Total	**488,790.10**		
			5/5/2025	1,809.60	Miscellanous	Parks Class Refunds FCC 04-28-25 to 05-04-25
			5/5/2025	961.60	Miscellanous	Parks Class Refunds MCC 04-28-25 to 05-04-25
			VISA Total	**2,771.20**		
			Payroll Total	**0.00**		
			GRAND TOTAL	**9,243,411.58**		

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

City of Vancouver
Payroll Council Report
April 28, 2025 - May 04, 2025

Check No.	Date	Explanation	Amount
		No payroll this period	

$ -

A RESOLUTION relating to the adoption of the City's Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Annual Action Plan for the 2025 program year; authorizing the City Manager to execute agreements on behalf of the City of Vancouver consistent with the CDBG and HOME Annual Action Plan; providing for severability and an effective date.

Staff Report: 101-25

To: Mayor and City Council
From: City Manager
Date: May 12, 2025

Subject
2025 HUD Annual Action Plan, Amendment to 2022 and 2023 Plans and CV2 Close Out

Key Points

- The City completes an annual Action Plan describing how federal Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds will be awarded. The 2025 draft Action Plan was posted and advertised for public review on April 14, 2025. The Action Plan will be submitted to HUD by May 15, 2025.
- Resources available for the 2025 program year (July 1, 2025 – June 30, 2026) are estimated to include $1.75M in CDBG funds, $1.27M in HOME funds, and $710k HOME ARP funds. The 2025 entitlement amounts have not yet been confirmed by HUD, and available funding is subject to change based on the final entitlement award.
- Recommended CDBG, HOME, and HOME ARP funding would support 12 projects and benefit people with low to moderate income.
- In addition to the 30-day public comment period, feedback on the 2025 Action Plan as well as substantial amendments to the 2022 and 2023 Action Plans will be accepted at the Public Hearing. The hearing will also provide an opportunity to comment on the final outcomes related to the closeout of the State CDBG-CV2 funding.

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

Present Situation
Introduction
Since 2003, the City of Vancouver has received a direct allocation of Community Development Block Grant (CDBG) funds from Housing and Urban Development (HUD). In 2009, the City began receiving an annual allocation of HOME Investment Partnership Program (HOME) funding directly from HUD. The City is responsible for the administration of these programs in compliance with HUD regulations and requirements and has responsibility for the final allocation of funds for program activities. Both CDBG and HOME funding must be used to benefit people with low to moderate income.

The 2025 Action Plan covers the second year of the 2024-2028 Consolidated Plan for Housing and Community Development. The Five-Year Consolidated Plan determines community needs,

resources, priorities, and proposed activities to be undertaken through funding provided by CDBG, HOME, and other HUD programs. The Consolidated Plan is updated annually through Action Plans. Action Plans provide information to the public regarding proposed funding allocations and outcomes for programs and projects for the upcoming program year.

2025 Funds available
CDBG funding for the 2025 program year (July 1, 2025, through June 31, 2026) is estimated to be $1.4M with reallocated prior year resources bringing the total to approximately $1.75M. Prior year resources include a canceled $255,000 public facilities project. The remaining funds come from activities that were unable to fully draw entitlement awards due to the requirement that program income be spent as it is received or from contracts that were not fully expended.

The City's 2025 HOME program entitlement is estimated to be $717,000 with prior year resources bringing the estimated total funding to $1.27M. Prior year resources included a canceled $307,500 housing project. The remaining funds come from activities that were unable to fully draw entitlement funding due to the requirement that program income be spent as it is received or from contracts that were not fully expended. Additionally, prior year resources include the 2023 15% CHDO set-aside, which was not awarded due to a lack of applicants. The City will request to de-designate the set-aside to utilize these funds during program year 2025.

In 2021, the City received $2.5 million in HOME-ARP funding to support people experiencing homelessness. This funding must be used within six years and is dedicated to supportive services that help individuals access or maintain stable housing. So far, $610,000 has been allocated through 2024, while $710,000 will be allocated in the 2025 program year.

The 2025 entitlement amounts have not yet been confirmed by HUD, and available funding is subject to change based on the final entitlement award, program income, and unspent funds from previous projects. Funding recommendations may be adjusted depending on whether the City receives more or less than the estimated amount, which is based on the 2024 entitlement. HUD is expected to confirm the 2025 entitlement amounts no later than May 15, 2025.

The draft 2025 Action Plan was posted for review on the City's website at www.cityofvancouver.us/cdbg from April 14 to May 13, 2025. The City will submit the final 2025 Action Plan to HUD by May 15, 2025. Once submitted, HUD has 45 days to approve the plan, and funds are expected to be available for programs beginning July 1, 2025.

CDBG Funding

2025 estimated entitlement funds	$1,400,000
Prior year resources	$352,300
TOTAL	$1,752,300

HOME Funding

2025 estimated entitlement funds	$717,000
Prior year resources	$328,250
2023 CHDO set aside	$226,412
TOTAL	$1,271,662

Application and Prioritization Process
The application process for 2025 CDBG and HOME funds began October 1, 2024, with the release of a Notice of Funds Available. On October 2, 2025, City staff hosted three informational workshops to guide interested applicants through the application process and available funding; one for CDBG, one for HOME, and one for HOME-ARP. A total of 27 preapplications were submitted online through Neighborly, with 15 proposals advancing to the full application stage. Applications that did not move forward were withdrawn or deemed ineligible due to reasons such as incomplete submissions or ineligible activities.

A 14-member Housing Advisory Committee and an 8-member Business Advisory Committee, comprised of community members with diverse backgrounds, were tasked with reviewing and prioritizing funding recommendations (see Attachment C: Review Committee Members). The committees reviewed grant proposals, attended applicant presentations, scored and ranked projects, and provided funding recommendations. Based on their input, 12 projects are recommended for funding (see Attachment A: Funding Recommendations). Due to funding limitations, three projects could not be funded (see Attachment B: 2025 Unfunded Applications).

The average score for each application guided the prioritization of awards. Scoring factors included:
Objective Scoring (25 points)

- Experience risk assessment (10 points)
- Equity assessment (5 points)
- Financial risk assessment (5 points)
- Committed match (5 points)

Committee Scoring (75 points)

- Scope and capacity (15 points)
- Need (15 points)
- Impact (15 points)
- Equity (15 points)
- Financial Feasibility (5 points)
- Readiness (5 points)
- Collaboration (5 points)

2025 Funding Recommendation - CDBG
Funding recommendations support the following priorities:

- Economic Development ($300,000 with $9,000 for implementation): Economic development funding provides economic opportunities to households with low to moderate income to create new jobs and increase income via tools such as business incubators, microenterprise assistance, and wrap-around business development services. In 2025, three technical assistance programs with Fourth Plain Forward, Hispanic Metropolitan Chamber, and MESO will be funded for current and new business owners to start or expand a microenterprise business.
- Housing Services ($102,500): Two CDBG-funded housing case management programs for households receiving HOME rental assistance. These programs will be administered by Janus Youth Programs and Share.

- Public Services ($215,800): Public service funding provides supportive services designed to assist vulnerable households to overcome barriers to achieving self-sufficiency. Three programs will be funded, including youth mentoring with Friends of the Children and homelessness prevention programs with Council for the Homeless and Community Mediation Services.
- Capacity Building Set-aside ($250,000 with $5,000 for implementation): The Capacity Building program is dedicated to uplifting nonprofit organizations by building the infrastructure and capacity of grassroots, culturally specific, and community-driven organizations. In 2025, the program will enter its second year, continuing to empower community-based organizations in Vancouver that serve historically marginalized and underserved communities. Funded at $250,000 annually for five years, the program is administered by the Community Foundation for Southwest Washington.
- Homeowner Rehabilitation Set-aside ($250,000): The City-managed program provides loans to eligible homeowners for essential home repairs. The program, in partnership with HOME funds, is expected to assist approximately 18 homeowners earning less than 80% of the area median income in maintaining the safety and stability of their homes.
- Section 108 Loan Repayment Set-aside ($340,000): Funding of Fourth Plain Community Commons was previously provided by a Section 108 loan, approved for $4,199,000. Annual repayments of $340,000 began in 2024 and are included in 2025's set-aside.
- Administration ($280,000 CDBG): Funding for staff to plan, coordinate, monitor and report on CDBG-funded activities.

2025 Funding Recommendation - HOME
Funding recommendations for HOME awards support the following priorities.

- Tenant Based Rental Assistance ($350,000 with $16,000 for implementation): TBRA funding will support rental assistance programs for households earning up to 60% area median income and those exiting homelessness. Assistance includes security deposits and up to 24 months of rental support. These programs will be administered by Janus Youth Programs and Share.
- Community Housing Development Organization (CHDO) Set-aside ($98,000): Each year, HUD requires a portion of the HOME allocation to be set aside for CHDO projects. No applications were received for CHDO funding in 2025, so the funds will be reserved for future CHDO projects or reallocated in future years.
- Homeowner Rehabilitation Set-aside ($150,000 with $50,000 for implementation): The City-managed program provides loans to eligible homeowners for essential home repairs. The program, in partnership with CDBG funds, is expected to assist approximately 18 homeowners earning less than 80% of the area median income in maintaining the safety and stability of their homes.
- Housing Projects Set-aside ($300,000): This funding will be awarded to future housing projects using HOME funds in coordination with Affordable Housing Funds (AHF). Projects will go through the AHF application process and be evaluated by the Housing Advisory Committee, which also scored CDBG and HOME applications.
- Administration ($71,700): Funding for staff to plan, coordinate, monitor and report on HOME-funded activities.

2025 Funding Recommendation – HOME-ARP
In 2021, The City of Vancouver received a $2,121,693 HOME-American Rescue Plan (HOME-ARP) grant from HUD. HOME-ARP has a separately approved Allocation Plan, and this funding must be spent by September 30, 2030. HOME-ARP provides supportive services to reduce homelessness

and increase housing stability.

- Homeless Supportive Services ($620,000): This funding is dedicated to supportive services that help individuals access or maintain stable housing. In 2025, $620,000 will be awarded to three programs; Council for the Homeless' street outreach, Thrive 2 Survive's rental assistance, and Housing Connector's online housing navigation services.
- Administration ($90,000): Funding for staff to plan, coordinate, monitor and report on HOME-ARP funded activities.

Projected Outcomes
Projected outcomes from the recommended 2025 projects are shown in the table below. The recommended awards would allow the City to continue making progress toward meeting the five-year projected outcomes from the 2024-2028 Consolidated Plan.

Project Type	Outcome Measure	Total Benefit
Public Services	Persons Served	2,941
Business Assistance	Microenterprise Businesses	120
Capacity Building	Community Based Organizations	5
Housing Services and Rental Assistance	Households	52
Homelessness Supportive Services	Households	240
Housing Rehabilitation Program	Units Rehabilitated	18
Rental Units Constructed	Units Constructed	20

Substantial Amendments and Closeout
In addition to the 2025 Action Plan public comment period, a public hearing will request feedback on substantial amendments to the 2022 and 2023 Action Plans and close out of programs funded through state CDBG-CV2 funding.

2022 and 2023 Action Plan Substantial Amendments
A substantial amendment is required when there is a change in allocation priorities (any increase or decrease greater than 30% in an individual project budget) or a change in the method of distribution of funds; carrying out an activity (including those funded exclusively with program income) not previously described in the Consolidated Plan or Annual Action Plan; or a change in the purpose, scope, or beneficiaries of an activity. The following projects were canceled and require a substantial amendment to the Action Plan:

Cancel 2022 Public Facilities ($250,000 2023 CDBG): Family Solutions, New Integrated Health Center. $250,000 in 2022 CDBG funding from this cancelled project will be awarded to new CDBG projects in 2025.

Cancel 2023 Housing Projects ($300,000 2022 & 2023 HOME): Second Step Housing, Affordable Housing Acquisition. $115,888 from 2022 HOME CHDO set-aside, $118,784 from 2023 HOME CHDO set-aside and $65,328 from 2023 HOME entitlement from this cancelled project will be awarded to 2025 and future eligible HOME projects.

State CDBG-CV2 Closeout
In addition to the public comment period, there will be a public hearing to comment on the final outcomes related to the closeout of the State CDBG-CV2 funding.

Funding Closeout ($508,534 State CDBG-CV2): Completion of CDBG-CV2 funds as of December 31, 2024, which was used for small business technical assistance. CDBG-Coronavirus funds were provided by HUD through the Washington Department of Commerce. Two subrecipients, MESO and the Hispanic Metropolitan Chamber, used this funding to carry out microenterprise assistance to respond to, and recover from, the Coronavirus pandemic. From 2021 - 2024, the two agencies helped 234 microenterprises owned by people earning less than 80% AMI. Agencies provided free business resources and support, including small loans, business plan development, budgeting, marketing, accounting, and other workshops.

Advantage(s)

1. Direct Community Impact: The recommended project awards will benefit Vancouver residents with low- to moderate-income by supporting the creation and preservation of long-term affordable housing and providing critical assistance to emerging or struggling small businesses.
2. Alignment with Strategic Goals: These investments support continued progress toward the City's five-year goals outlined in the 2024–2028 Consolidated Plan, helping to ensure measurable outcomes and accountability in addressing community needs.

Challenge(s)

1. Potential Shifts in Federal Policy and Funding: Changes under the new federal administration may lead to revisions in HUD program requirements or funding allocations, creating uncertainty for local planning and implementation.
2. Limited HUD Staff Availability: Ongoing staffing constraints at HUD may impact the timeliness of technical assistance and guidance, which could delay clarification on program rules or approvals.

Budget Impact
All proposed funding is through the City's federal CDBG and HOME entitlements and program income.

Prior Council Review
May 6, 2024: Approval of the 2024-2028 HUD Five-Year Consolidated Plan

Action Requested
On Monday, May 12, 2025, approve a resolution adopting the 2025 HUD Annual Action Plan, amendments to the 2022 and 2023 Action Plans, and state CDBG-CV2 closeout; authorizing the City Manager, or designee, to execute agreements on behalf of the City of Vancouver, consistent with the 2025 CDBG and HOME Council approved funding awards

Staff Contact
Tasha Slater, Samantha Whitley, Housing Programs Manager, samantha.whitley@cityofvancouver.us

Attachments:

1. Presentation
2. Resolution
3. Attachments A-D: Applications and Committees
4. Attachment E - Action Plan Draft
5. Attachment F - Infographic

CITY OF Vancouver WASHINGTON

2025 HUD Annual Action Plan

Tasha Slater, Housing Project Planner
Ian Alger, Housing Project Planner
Economic Prosperity and Housing
May 12, 2025

Agenda

Timeline & Community Participation

Resources & Agencies Awarded

Proposed Outcomes

Amendments & Closeout

Annual CDBG and HOME Timeline

Community Participation

- Over 500 partners emailed for review and comment
- Columbian newspaper ad and press release
- Social media outreach and website posting
- Physical copies of plan distributed at City Hall

Expected Resources

CDBG — $1,750,000

Community development, economic opportunities and services

HOME — $1,270,000

Affordable housing and rental assistance

HOME-ARP — $710,000

Supportive services for people experiencing homelessness

Agencies Awarded

Rental Assistance $468,500
- Janus Youth Programs
- Share

Capacity Building $255,000
- Community Foundation

Supportive Services $710,000
- Council for the Homeless
- Housing Connector
- Thrive 2 Survive

Agencies Awarded

Business Assistance $309,000

- Fourth Plain Forward
- Hispanic Metropolitan Chamber
- Microenterprise Services of Oregon

Public Service $215,800

- Community Mediation Services
- Council for the Homeless
- Friends of the Children

Funding Set-Asides

- Homeowner Rehab $450,000
- Housing Projects $300,000
- Community Housing Development Organization $334,000
- Section 108 Loan $340,000
- Administration $441,700

Proposed outcomes from these awards

2,941 people will receive services to assist with homelessness, landlord mediation services and youth programs

240 experiencing homelessness will be assisted with outreach and housing services in partnership with Safe Stays/Park

52 households experiencing homelessness will access housing with rental assistance and case management

18 Low-moderate income homeowners will receive housing rehabilitation

5 Community Based Organizations will be supported to grow service capacity

120 low-moderate income Microenterprise Business owners will receive technical assistance

Action Plan Amendments

- Cancel 2022 Public Facilities
  - $250,000 2023 CDBG
- Cancel 2023 Housing Projects
  - $300,000 2022 & 2023 HOME

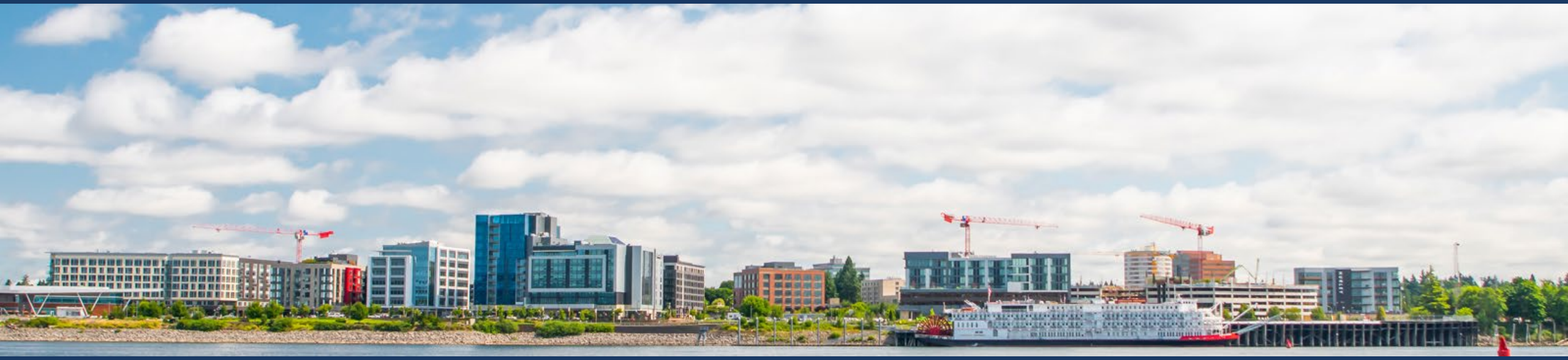
State CDBG-CV2 Closeout

- Provided by HUD through the WA Department of Commerce
- Funding Closeout: $508,534
- Small business technical assistance
- Outcomes: 234 microenterprise businesses

Next Steps

- Public Hearing seeking feedback:
  - 2025 Action Plan Approval
  - Substantial Amendments
  - CDBG-CV2 Closeout
- May 13: Public comment ends
- May 15: Plan submitted to HUD
- July 1: 2025 Funding available

Thank You



Questions and Discussion

5/12/2025

RESOLUTION NO. _____

A RESOLUTION relating to the adoption of the City's Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Annual Action Plan for the 2025 program year; authorizing the City Manager to execute agreements on behalf of the City of Vancouver consistent with the CDBG and HOME Annual Action Plan; providing for severability and an effective date.

WHEREAS, the City Council recognizes the importance of providing community development funds for housing and programs that improve the lives of the low-income citizens of the City of Vancouver; and

WHEREAS, the City of Vancouver will receive its 2025 program year (07-01-25 to 06-30-26) allocation for CDBG and HOME funds through the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the City anticipates having approximately $1,750,000 in CDBG funds, $1,270,000 in HOME funds, and $710,000 in HOME-ARP funds for the 2025 program awards; and

WHEREAS, the dollar amounts are subject to change based on final entitlement amount, project timing, program income, and final contracting requirements; and

WHEREAS, the CDBG, HOME, and HOME-ARP funds will be used to provide rental assistance, capacity building, homeless supportive services, public services, and economic development; and

WHEREAS, economic development and housing grant review committees composed of community members participated in the initial review process and prioritization of applications; and

WHEREAS, the committee's prioritization has determined the projects that make up the 2025 Action Plan; and

WHEREAS, the City Council reviewed the initial Action Plan funding awards via a staff report on April 23, 2025; and

WHERAS, adoption of the Action Plan is required to receive and award HUD funding for the 2025 program year.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

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

Section 2. The 2025 Community Development Block Grant and HOME Investment Partnerships Annual Action Plan, attached as Exhibit A and incorporated by reference, is hereby approved and adopted.

Section 3. The City Manager is hereby authorized to execute agreements on behalf of the City of Vancouver, consistent with the CDBG and HOME Investment Partnerships Annual Action Plans.

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

Section 6. Effective Date. This resolution shall be effective immediately upon adoption.

Signed this _____ day of _____, 2025.

_____
Anne McEnerny Ogle, Mayor

Attest:

_____
Natasha Ramras, City Clerk

Approved as to form:

_____
Nena Cook, City Attorney

Attachment A: 2025 Funding Recommendations

Agency	Project Name	Recommended funding	Implementation	Outcomes	Funding Source	Project Description
Housing Stability, Poverty Reduction						
Community Mediation Services	Eviction Mediation Program	$70,000	$0	2,566 people at risk of eviction	CDBG, Public Service	Eviction mediation program encouraging landlords and tenants to come to a sustainable agreement outside the court system through mediation.
Council for the Homeless	Dynamic Diversion	$75,000	$0	75 people at risk of homelessness	CDBG, Public Service	Diversion assistance for clients who are experiencing homelessness to move into stable and safe housing.
Friends of the Children	Youth Mentorship	$70,800	$0	300 opportunity youth	CDBG, Public Service	A mentorship program that will support housing services such as emergency rental assistance, resource navigation, and long-term stability for youth and their families.
Totals		**$215,800**	**$0**	**2,941 people**		

Agency	Project Name	Recommended funding	Implementation	Outcomes	Funding Source	Project Description
Economic Opportunity						
Fourth Plain Forward	Business Incubator	$100,000	$3,000	40 microenterprises	CDBG, Business Assistance	Small business education and technical assistance providing businesses with access to services and networking.
Hispanic Metropolitan Chamber	Latino Small Business Assistance	$100,000	$3,000	46 microenterprises	CDBG, Business Assistance	Outreach, one-on-one bilingual/bicultural technical assistance and business education workshops to increase revenue.
Micro Enterprise Services of Oregon	Vancouver Small Business Assistance	$100,000	$3,000	34 microenterprises	CDBG, Business Assistance	Small business education and technical assistance with a focus on businesses in the Fourth Plain area, expanded outreach, programs and services to new entrepreneurs and small businesses.
Community Foundation	Capacity Building	$250,000	$5,000	5 agencies	CDBG, Capacity Building	Program assisting with the growth and success of community-based organizations.
Totals		**$550,000**	**$14,000**	**120 businesses 5 agencies**		

Agency	Project Name	Recommended funding	Implementation	Outcomes	Funding Source	Project Description
Affordable Housing						
Janus Youth	The Nest	$202,500	$8,000 HOME	30 households	TBRA CDBG $52,500 HOME $150,000	Rental assistance with intensive case management focused on life skills and connection to mental health/substance use treatment for youth and young adults.
Share	Affordable Housing and Stability Program	$250,000	$8,000 HOME	22 households	TBRA CDBG $50,000 HOME $200,000	Tenant based rental assistance and housing case management for people exiting homelessness.
City of Vancouver	Homeowner Rehabilitation	$450,000	$50,000 HOME	18 housing units	CDBG $250,000 HOME $150,000	Provides loans to eligible homeowners for essential home repairs.
TBD	Housing Project	$300,000	$0	20 rental units constructed	HOME	This funding will be awarded to future housing projects using HOME funds in coordination with Affordable Housing Funds.
Totals		**$1,202,500**	**$66,000**	**52 households 18 housing units 20 rental units**		

Agency	Project Name	Recommended funding	Implementation	Outcomes	Funding Source	Project Description
HOME ARP Supportive Services						
Council for the Homeless	Coordinated Outreach	$220,000	$0	120 households	HOME ARP	Supporting households who are experiencing homelessness through community outreach.
Housing Connector	Housing Connection	$150,000	$0	105 households	HOME ARP	A low-barrier housing provider connection and digital navigation program to help households with their housing search.
Thrive 2 Survive	Rental Assistance	$250,000	$0	15 households	HOME ARP	Rental assistance program for people exiting homelessness, with case management focused on peer support, supportive services, and move in assistance.
Totals		**$620,000**	$0	**240 households**		

Ongoing Programs

Public Services ($215,800 CDBG): Public service funding provides supportive services designed to assist vulnerable households to overcome barriers to achieving self-sufficiency. Three programs will be funded, including youth mentoring with Friends of the Children and homelessness prevention programs with Council for the Homeless and Community Mediation Services.

Economic Development ($300,000 with $9,000 CDBG for implementation): Economic development funding provides economic opportunities to households with low to moderate income to create new jobs and increase income via tools such as business incubators, microenterprise assistance, and wrap-around business development services. In 2025, three technical assistance programs with Fourth Plain Forward, Hispanic Metropolitan Chamber, and MESO will be funded for current and new business owners to start or expand a microenterprise business.

Tenant Based Rental Assistance (TBRA) and Housing Services ($102,000 CDBG and $350,000 HOME with $16,000 for HOME implementation): TBRA funding will support rental assistance programs for households with up to 60% area median income and those exiting homelessness. Assistance includes HOME-funded security deposits and up to 24 months of rental support, along with CDBG-funded case management and supportive services. These programs will be administered by Janus Youth Programs and Share.

Homeless Supportive Services ($620,000 HOME- ARP): The City of Vancouver received $2.5 million in HOME-ARP funding to support people experiencing homelessness. This funding must be used within six years and is dedicated to supportive services that help individuals access or maintain stable housing. In 2025, $620,000 will be awarded to three programs: Council for the Homeless' street outreach, Thrive 2 Survive's rental assistance, and Housing Connector's online housing navigation services.

Set-Aside Funding

Capacity Building ($250,000 with $5,000 CDBG implementation): The Capacity Building program is dedicated to uplifting nonprofit organizations in Vancouver by building the infrastructure and capacity of grassroots, culturally specific, and community-driven organizations. In 2025, the program will enter its second year, continuing to empower community-based organizations that serve historically marginalized and underserved communities. Funded at $250,000 annually for five years, the program is administered by the Community Foundation for Southwest Washington.

Section 108 Loan ($340,000 CDBG): Funding for the acquisition of Fourth Plain Community Commons provided by a Section 108 loan of $4,199,000. Annual repayments of $340,000 began in 2024 and are included in 2025's set-aside.

Homeowner Rehabilitation Program ($250,000 CDBG and $150,000 HOME with $50,000 for HOME implementation): The City-managed Housing Rehabilitation Program provides loans to eligible homeowners for essential home repairs. The program is expected to assist approximately 18 homeowners earning less than 80% of the area median income in maintaining the safety and stability of their homes.

Housing Projects ($300,000 HOME): This funding will be awarded to future housing projects using HOME funds in coordination with Affordable Housing Funds (AHF). Projects will go through the AHF application process and be evaluated by the Housing Advisory Committee, which also scored CDBG and HOME applications.

Community Housing Development Organization (CHDO) Set-aside ($98,000 HOME): Each year, HUD requires a portion of the HOME allocation to be set aside for CHDO projects. No applications were received for CHDO funding in 2025, so the funds will be reserved for the future CHDO projects or reallocated in future years.

Administration: ($280,000 CDBG and $71,700 HOME) Funding for staff to plan, coordinate, monitor and report on CDBG and HOME-funded activities.

Attachment B: 2025 Unfunded Applications

Agency	Project Name	Amount Requested	Project Category	Project Description
Latino Leadership NW	Promotoras de la Communidad	$75,000	Public Service	Outreach, advocacy, events, workshops, and individual navigation for families living below poverty with limited access to health and community resources.
Housing Connector	Housing Connection	$74,000	Public Service	This program opens doors to long-term housing for families who are housing unstable or experiencing homelessness via Housing Connector's technology-powered scalable housing solution.
Upwards	Boost Program	$150,000	Business Assistance	Equips microenterprise childcare providers with personalized coaching and digital tools to optimize operations and revenue, allowing them to efficiently manage and expand their small businesses, create local jobs and expand access to affordable, quality care for the working families in Vancouver.

Although several strong proposals were submitted, limited funding prevented all eligible projects from receiving awards. After reviewing the Housing Advisory Committee and Business Assistance Review Committee's scores and funding recommendations, three applications were not selected for funding due to lower overall scores compared to other proposals. The committees prioritized projects that demonstrated the greatest community impact, alignment with program goals, and organizational capacity. These difficult decisions were necessary to ensure available resources are directed toward the most impactful and ready-to-implement projects. Final funding allocations may change based on the actual entitlement amounts received from HUD. If the City receives more or less than anticipated, City staff will adjust funding awards accordingly.

Attachment C: Review Committee Members

HOUSING ADVISORY COMMITTEE	
NAME	**AFFILIATION**
Amanda Hartman	Attorney with Beaty Hatch
Brandi O'Shea	Maplewood Neighborhood Association and Vancouver Neighborhood Alliance
Brendan Sanchez	Architect with Access Architecture
Brian Cho	Holland Partner Group
Cass Cole	Attorney with Clark County Volunteer Lawyer Program
Gabriela Ewing	Executive Director of Pasitos Gigantes (Hispanic Disability Support) Southwest Washington
Heather Sheppard	Equity and Collaborative Impact Manager with Southwest Washington Accountable Community of Health
Joan Caley	Vancouver Housing Authority Board
Kurt Creager	Urbanist Solutions
Kyle Roslund	Vancouver Bee Project
Leah Halstead	HFD Partners
Monica Zazueta	Tenant Representative
Peter Munroe	Columbia River Mental Health Services Board
Philip Sheridan	Mortgage Professional with Northwest Funding Group

BUSINESS ADVISORY COMMITTEE	
NAME	**AFFILIATION**
Kenyatta Trice	Previous Director of the Minority Business Development Agency
Amy Price	VP Relationship Manager Small Business Banking Washington Trust Bank Vancouver
Ajnesh AJ Prasad	VP Business Banking KeyBank Vancouver
Judy Silke	Commercial Relationship Manager Beneficial State Bank
Joel Navarrete	Lending Specialist Craft3
Kyle Todd	SBDC Vancouver
Zak Lehman	Small Business Owner
Eduardo Torres	Small Business Owner

Attachment D: Columbian Legal Notice of Hearing

NOTICE OF HEARING
AND REQUEST FOR COMMENT ON THE
2025 CDBG AND HOME ACTION PLAN,
SUBSTANTIAL AMENDMENTS TO
THE 2022 AND 2023 ACTION PLAN,
AND CLOSEOUT OF CDBG-CV2 FUNDING

NOTICE IS HEREBY GIVEN to interested parties regarding an upcoming public hearing and invitation to appear before City Council to offer testimony or submit written statements regarding the initial draft of the City of Vancouver 2025 CDBG and HOME Action Plan. Included in the public hearing will be amendments to the 2022 and 2023 Action Plans and closeout of the state CDBG-CV2 funding.

Public Hearing Date:	Monday, May 12, 2025, at 6:30 p.m.
Hearing Location:	415 W 6th Street Vancouver, Washington (Also conducted remotely)
Hearing Actions:	On Monday, May 12, 2025, City Council shall consider the 2025 CDBG and HOME Action Plan funding allocation resolution.

The purpose of the public hearing is to approve the 2025 Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) Action Plan and allow the community the opportunity to comment on the allocation of funds for proposed activities, including a substantial amendment to the 2022 and 2023 Action Plans. In addition to the 2025 Action Plan, this public hearing will also provide an opportunity to comment on the final outcomes on the closeout of the State CDBG-CV2 funding.

Copies of the draft 2025 Action Plan will be available in the City Hall lobby 8 a.m. – 5 p.m. Monday through Friday from April 14, 2025, to May 13, 2025. The draft action plan will also be available for review online at www.cityofvancouver.us/CDBG. To request a copy of the plan, a different format, language or accommodation, please contact, Vancouver Housing Information at (360) 487-8660| TTY: (360) 487-8602 | WA Relay: 711 or by email at housing@cityofvancouver.us.

Written comments about the draft plan and amendment are welcomed and encouraged, and will be accepted through 5 p.m., Monday, May 12, 2025. Submitted comments will be noted and incorporated into the final plan document. Comments may be submitted in writing to Tasha Slater, PO Box 1995, Vancouver, WA, 98668-1995, by email to housing@cityofvancouver.us, or by calling at (360) 487-8660 | TTY: (360) 487-8602 | WA Relay: 711. To provide comments at the public hearing please register to speak in advance with the Council administrative staff at (360) 487-8600 before noon on May 12, 2025.

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

Funding for CDBG is made available through Title I of the Housing and Community Development Act of 1974, as amended. CDBG funding for the 2025 program year (July 1, 2025, through June 31, 2026) is estimated to be $1.4M with program income and reallocated prior year resources bringing the total to approximately $1.75M. CDBG funds are used for public services, economic

development, capacity building, and housing services to benefit people with low to moderate income.

Funding for HOME is made available through Title II of the Cranston-Gonzalez National Affordable Housing Act. The City's 2025 HOME program entitlement amount is estimated to be $717,000 with program income and prior year resources bringing the estimated total funding to $1.27M. HOME funds are used for activities that support affordable housing and rental assistance. Entitlement grant funding for 2025 will be announced by HUD by May 14, 2025. City of Vancouver will adjust activity funding awarded based on the total amount of CDBG and HOME entitlement received from HUD.

In 2021, The City of Vancouver received a $2,121,693 HOME-American Rescue Plan (HOME-ARP) grant from HUD. HOME-ARP has a separately approved Allocation Plan, and this funding must be spent by September 30, 2030. The city plans to award HOME-ARP funding in the amount of $620,000 during the 2025 program year. HOME-ARP provides funds to reduce homelessness and increase housing stability.

The City of Vancouver promotes fair housing and makes all programs available to low- and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital or familial status, or disability.

City Hall is served by several C-TRAN routes. Contact C-TRAN at (360) 695-0123 for information on times, fares and routes. Please be advised that there is limited free parking nearby. For more information on parking options, please visit www.cityofvancouver.us/parking.

2025 Action Plan

Public Services: $215,800 CDBG
Three programs will be funded, including youth mentoring and homelessness prevention programs.

Economic Development: $300,000 CDBG ($9,000 for project implementation)
Three technical assistance programs for current and new business owners to start or expand a microenterprise business within the City of Vancouver.

Capacity Building: $250,000 CDBG ($5,000 for project implementation)
Capacity Building project to assist with the growth and success of five individual community-based organizations within the city.

Section 108 Loan: $340,000 CDBG
Funding of Fourth Plain Community Commons was previously provided by a Section 108 loan; annual repayment of this loan is included in this set aside.

Rental Assistance and Housing Services: $102,000 CDBG and $350,000 HOME ($16,000 for HOME project implementation)
Two HOME-funded rental assistance programs for households earning up to 60% of area median income paired with CDBG-funded housing case management services for households receiving this rental assistance.

Homeowner Rehabilitation Program: $250,000 CDBG and $150,000 HOME ($50,000 for HOME project implementation)
A city-managed housing rehabilitation program, providing loans to assist eligible homeowners with needed home repairs.

Housing Projects: $300,000 HOME
Set aside to award future housing projects with HOME funds in partnership with Affordable Housing Funds (AHF).

Community Housing Development Organization (CHDO): $98,000
Each year HUD requires a portion of the allocation to be set aside for use in a CHDO project. No applicants applied for CHDO funding in 2025, so funds will be applied to the 2025 CHDO set aside or reallocated in future years.

Administration: $280,000 CDBG and $71,700 HOME
Funding for staff to plan, coordinate, monitor and report on CDBG and HOME-funded activities.

2021 HOME- ARP

Homeless Supportive Services: $620,000 HOME- ARP
To be used to best meet the needs of people experiencing or at risk of experiencing homelessness including supportive services. Funding must be spent during a 6-year period. In 2025, $620,000 in HOME-ARP funding will be provided to three supportive service programs. Services include street outreach, a rental assistance program, and online services to assist with housing navigation.

2022 and 2023 Action Plan Substantial Amendment

Cancel – Public Facilities: $250,000 2023 CDBG
Family Solutions, New Integrated Health Center. $250,000 in CDBG funding from this cancelled project will be awarded to new CDBG projects in 2025.

Cancel – Housing Projects: $300,000 2022 & 2023 HOME
Second Step Housing, Affordable Housing Acquisition. $115,888 from 2022 HOME CHDO set-aside, $118,784 from 2023 HOME CHDO set-aside and $65,328 from 2023 HOME entitlement from this cancelled project will be awarded to 2025 and future eligible HOME projects.

State CDBG-CV2 Closeout

Funding Closeout: $508,534 State CDBG-CV2
Completion of CDBG-CV2 funds as of December 31, 2024, which was used for small business technical assistance. CDBG-Coronavirus funds were provided by HUD through the Washington Department of Commerce. Two subrecipients, MESO and the Hispanic Metropolitan Chamber, used this funding to carry out microenterprise assistance to respond to, and recover from, the Coronavirus pandemic. From 2021 - 2024, the two agencies helped 234 businesses owned by people with low to moderate income. Agencies provided free business resources and support, including small loans, business plan development, budgeting, marketing, accounting, and other workshops.

Draft 2025 Action Plan

City of Vancouver

Economic Prosperity and Housing

May 2025

CITY OF Vancouver WASHINGTON

City of Vancouver

Anne McEnerny-Ogle, Mayor

Lon Pluckhahn, City Manager

Erik Paulsen, Councilmember, Mayor Pro Tem

Kim D. Harless Councilmember

Diana H. Perez, Councilmember

Bart Hansen, Councilmember

Ty Stober, Councilmember

Sarah J. Fox, Councilmember

Economic Prosperity and Housing

Patrick Quinton, Director

Chris Harder, Deputy Director

Community Development Block Grant & HOME Program

Samantha Whitley, Program Manager

Bryan Monroe, Associate Housing Coordinator

Tasha Slater, Associate Housing Coordinator

Ian Alger, Associate Housing Coordinator

Andrew Westlund, Finance

Justin Ventura, Housing Rehabilitation Specialist

The 2025 Action Plan is presented to you in a format that is prescribed by Housing and Urban Development (HUD). Data and narrative are entered into a federal database system called the Integrated Disbursement and Information System (IDIS) and the Action Plan report is then downloaded into a Word format. The templates in IDIS have a series of prescribed questions that align with the Community Development Block Grant, HOME Investment Partnerships and Consolidated Plan program regulations. If you have any questions about this report, please don't hesitate to contact the Economic Prosperity and Housing (EPH) department. Thank you for your interest and time spent reviewing this report.

Copies of this document may be accessed online at:
https://www.cityofvancouver.us/cdbg

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

Since 2003, the City of Vancouver has received a direct allocation of CDBG funds from HUD. In 2009, the city began receiving an annual allocation of HOME funding directly from HUD. The city is responsible for the administration of these programs in compliance with the HUD regulations and requirements and has responsibility for the final allocation of funds for program activities.

The 2025 City of Vancouver Action Plan covers the second year of the 2024-2028 Consolidated Plan for Housing and Community Development. The Five-Year Consolidated Plan determines community needs, resources, priorities, and proposed activities to be undertaken through funding provided by the CDBG, HOME, and other HUD programs. The Consolidated Plan is updated annually through Action Plans. Action Plans provide information to the public regarding proposed funding allocation for programs and projects for the upcoming program year.

Community Development Block Grant (CDBG): The primary objective of this program is to develop viable urban communities by providing decent and affordable housing, a suitable living environment, and economic opportunities, principally for people with low to moderate income. Potential programs include housing rehabilitation, microenterprise business assistance, capacity building for local community-based organizations, and public services.

HOME Investment Partnerships Program (HOME): The HOME program provides funding for the development and rehabilitation of affordable rental and ownership housing for households with low to moderate income. HOME funds can be used for activities that promote a suitable living environment, decent and affordable rental housing, and homeownership, including reconstruction, moderate or substantial rehabilitation, removal of architectural barriers and tenant-based rental assistance.

In addition to CDBG and HOME entitlement funding, Vancouver has received other grants from HUD in recent years:

HOME-American Rescue Plan (HOME-ARP): The City of Vancouver received $2,496,110 in HOME-ARP funding through the American Rescue Plan. This funding must be used to support people who are homeless or at risk of becoming homeless. The HOME-ARP plan was approved by HUD as an amendment to the 2021 Action Plan and proposes to award all HOME-ARP funding to supportive service activities. This includes rental assistance, move in assistance, housing navigation, case management, outreach, legal assistance, and other services to assist people with accessing or maintaining safe and stable housing. With the 2025 funding cycle, Vancouver is proposing to award $620,000 in HOME-ARP to three supportive service programs. Services include street outreach, housing navigation, and rental assistance to assist residents of Safe Stay and Safe Park along with people experiencing homelessness.

Section 108 Loan: In 2022, the city received a $4.1 million Section 108 loan to assist with acquisition of the Fourth Plain Commons Community Center located at 2220 Norris Road. Fourth Plain Commons opened September 2023 with the community center on the ground floor and 106 affordable apartments owned by the Vancouver Housing Authority (VHA) on the upper floors. The Community Center includes a commercial kitchen and business incubator, an open plaza for gatherings, and space for nonprofit organizations to provide services. Net income generated from the community center will be used to pay the Section 108 loan along with future CDBG entitlement funding as needed.

2. Summarize the objectives and outcomes identified in the Plan

The City of Vancouver identified the following four goals through the Consolidated Planning process:

AFFORDABLE HOUSING: Creating affordable housing opportunities for those most vulnerable within the City of Vancouver.

Rental Housing

- Construction or preservation of affordable rental housing serving a range of households with extremely low and very low incomes.
- Expanding affordable rental housing options for special needs populations.

Homeownership

- Expanding homeownership opportunities, including community land trusts, downpayment assistance, cooperative housing models, and sweat equity programs.
- Preservation of affordable housing serving households with low to moderate income.

HOUSEHOLD STABILITY: Reducing poverty and homelessness by increasing household stability through assistance, education, and support.

Public Services

- Providing supportive services designed to assist vulnerable households to overcome barriers to achieving self-sufficiency.

Tenant Based Rental Assistance (TBRA)

- Providing households with very low income and those exiting homelessness with security deposits and rental assistance.

NEIGHBORHOOD EQUITY AND LIVABILITY: Creating inclusive and thriving community spaces that ensure access to resources and opportunities.

Public Facilities and Infrastructure Improvements

- Acquisition, construction, or rehabilitation of community facilities and infrastructure improvements that benefit eligible populations.
- Acquisition and/or rehabilitation of existing facilities to house people with special needs.

Equitable Development Strategies

- Supporting household stabilization and displacement mitigation strategies for households at-risk of displacement to support existing communities.

ECONOMIC OPPORTUNITY: Promoting access to employment, entrepreneurship and small business resources, particularly to underserved communities.

Economic Development

- Providing economic opportunities to households with low to moderate income to create new jobs and increase income via tools such as business incubators, microenterprise assistance, and wrap-around business development services.

Capacity Building

- Increasing the ability of local community-based organizations to provide needed services.

3. Evaluation of past performance

At the end of each program year, the city provides a Consolidated Annual Performance Evaluation Report (CAPER) to HUD and the community that summarizes program performance and outcomes achieved.

The CAPER includes a description of the resources made available, the investment of available resources, the geographic distribution and location of investments, the households and persons assisted (including the racial and ethnic demographics of the people assisted), the actions taken to affirmatively further fair housing, and other actions indicated in the Strategic Plan and Action Plan.

Performance reporting meets three basic purposes:

1. Provides HUD with the necessary information to meet its requirements to assess each grantee's ability to carry out programs in compliance with rules and regulations,
2. Provides information necessary for HUD's Annual Report to Congress, and
3. Provides grantees an opportunity to describe their successes in revitalizing neighborhoods and meeting objectives established in their Consolidated Plan.

The table below outlines the projected outcomes for each program goal. Outcomes for 2024 activities are still ongoing, and 2025 outcomes are projections. Final outcome totals for 2024 will be reported with the CAPER in September 2025.

Table 1 –

Goal	Outcomes	5-yr Plan	2024*	2025*	2026	2027	2028
Affordable Housing	Rental Units Constructed	160 household housing units	0	20			
	Rental Units Rehabilitated	50 household housing units	0	0			
	Homeowner Housing Added	10 household housing units	0	0			
	Homeowner Housing Rehabilitated	35 household housing units	0	18			
	Direct Financial Assistance to Homebuyers	10 households assisted	13	0			
	Tenant-Based Rental Assistance/ Rapid Rehousing	250 households assisted	55	67			
Housing Stability, Poverty Reduction	Public Service Activities Other Than LMI Housing Benefit	20,000 persons assisted	2,305	3,149			
	Homeless Person Overnight Shelter	200 persons assisted	0	0			
	Overnight / Emergency Shelter / Transitional Housing Beds Added	250 Beds	0	0			
	Homelessness Prevention	50 persons assisted	0	17			
Neighborhood Equity and Livability	Public Facility or Infrastructure Activities other than LMI Housing Benefit	5,000 persons assisted	2,500	0			
Economic Opportunity	Businesses Assisted	600 businesses assisted	233	120			
	Capacity Building	5 agencies	5	0			

*** Outcomes for 2024 activities are still ongoing, and 2025 outcomes are projections. Final outcome totals for 2024 will be reported with the CAPER in September 2025.**

4. Summary of Community Participation Process and consultation process

Vancouver follows a detailed community participation plan. All community members are encouraged to participate in the Action Plan development and review process including people with low to moderate income, underserved and non-English-speaking persons, people with disabilities, social service agencies, and residents of public and assisted housing developments.

The 2025 application cycle began in October 2024 with an online publication of the "Notice of Funding Availability." The notice outlined the available funding for the CDBG and HOME programs and invited interested parties to attend an informational workshop. The application guidelines, 5-year Consolidated Plan, and Community Participation Plan were posted for reference on the city website. The city also issued a general press release that distributes to various media outlets and formats in the Vancouver-Portland area.

The Action Plan is advertised in The Columbian newspaper 30 days prior to the submission to HUD, posted on the city's website and social media and e-mailed to service providers across many disciplines to encourage comments on the proposed allocation funding. The notice includes:

- Anticipated amount of assistance (including grants funds and program income);
- Description of activities;
- Estimated amount that will benefit people with low- and moderate-income;
- Summary of contents and purpose of the Action Plan; and
- List of locations where copies of the entire proposed plan may be examined.

A public hearing notice and request for comment was published in the Columbian newspaper on Friday, April 11, 2025. The draft Action Plan and request for comment was also posted on the city's website and published through social media. The request for comments will expire May 13, 2025.

Prior to the City Council meeting, the City Council receives a memorandum and staff report that outlines the expected funding and proposed awards in the Action Plan. This report includes information about each project recommended for funding. A City Council public hearing will be conducted May 12, 2025, at 6:30 p.m. City Council meetings are streamed online and televised, and a recording of each City Council hearing is made available online at www.cvtv.org.

5. Summary of public comments

Public comments will be published here after they are received.

6. Summary of comments or views not accepted and the reasons for not accepting them

Comments that are not accepted and reasons for not accepting will be published here.

7. Summary

This 2025 Action Plan provides a detailed list and description of the activities which will be conducted with CDBG and HOME funding in the City of Vancouver for the 2025 program year (July 1, 2025 through June 30, 2026). All funding will be utilized to implement strategies and goals in the city's 2024-2028 Five-Year Consolidated Plan.

The city remains focused on listening to residents to ensure that HOME and CDBG funds are allocated in a way that benefits and impacts the lives of those with lower and moderate incomes.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The City of Vancouver has sole responsibility for preparing the Consolidated Plan and administering each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	VANCOUVER	Economic Prosperity and Housing
HOME Administrator	VANCOUVER	Economic Prosperity and Housing

Table 1 – Responsible Agencies

Narrative

EPH is responsible for the development of the City of Vancouver's 2024-2028 Consolidated Plan. The city administers CDBG and HOME funding to meet all federal requirements and HUD policy. These allocation-based grants support people with extremely low to moderate income within the City of Vancouver. EPH has carried out the primary functions related to the data collection, analysis and preparation of this plan.

Action Plan Public Contact Information

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City of Vancouver
Economic Prosperity and Housing
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AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The community needs far exceed the funding resources available to the city. Consulting with local community service providers helps to foster consensus on the local priority issues. This section details the consultations and outreach that informed the recommendations and priorities of the 2025 Action Plan.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The city works as a partner alongside Clark County, local service providers, neighborhoods and community leaders to continue to address the crisis of homelessness in our community. The continued partnership with community organizations, public service agencies and government agencies assures successful investment of federal support within the city. The City of Vancouver enhances coordination of public, private, and nonprofit housing providers, human service agencies, and social service providers through the following actions:

- The Homeless Assistance and Resource Team (HART) serves as a resource to the community by addressing the impacts of unsheltered homelessness, both for those experiencing homelessness and for the entire community.
- Appointing the commissioners for the VHA Board
- Continuing to work with Clark County and the VHA to prioritize housing needs, provide services, and maximize the use of federal, state, and local funds for affordable housing, community development, and related services.
- Continuing to participate in coordinated efforts for shelter and services assisting homeless individuals and families.
- Attendance by City Council members on the Council for the Homeless Board and local Clark County Community Action Advisory Board.
- The city and Clark County created a Joint Executive Board on Homelessness to support the county's leadership role in addressing homelessness. The city's supports the county, who receives state funding to provide homeless services. The city can ensure the places frequented by residents experiencing homelessness are as safe and healthy as possible.
- Participation by city staff on committees that provide direction for the Clark County Homeless Action Plan and other planning initiatives.
- Participation by city staff in local service provider coalition meetings and workgroups.
- Consultation with the Washington State Housing Finance Commission and Washington State Department of Commerce.
- Hosting and facilitating homelessness workgroups.
- Creation of city-operated Safe Stay temporary shelter communities in partnership with local service providers.
- Administrator for Vancouver Affordable Housing Fund.
- Administrator for Multi-family Tax Exemption program, Construction Sales Tax Deferral program and Impact Fee waivers to support affordable housing development.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.
City of Vancouver staff actively serve on the Continuum of Care (CoC) Steering Committee, the local decision-making body responsible for guiding homelessness response efforts. The committee ensures that the Homeless Management Information System (HMIS) is fully funded and operates under appropriate policies and procedures. It also collaborates with Clark County to allocate funding and monitor program outcomes.

This work is part of a broader partnership involving more than 40 community organizations, faith groups, government agencies, and homeless service providers. The coalition meets regularly to discuss homelessness-related challenges, share best practices, and explore opportunities for collaboration. Staff attend bi-monthly coalition meetings and participate in subgroups focused on improving data management, expanding youth access, enhancing homelessness prevention strategies, strengthening assessment coordination, and updating the Clark County Homeless Action Plan.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS
The city of Vancouver does not receive or allocate ESG funding, however city staff actively participate in the local CoC Steering Committee, the decision-making body responsible for guiding homelessness response efforts. The committee meets monthly to ensure that HMIS is fully funded and operates under appropriate policies and procedures. It also collaborates with Clark County to allocate funds and monitor program outcomes.

A Vancouver City Council member also serves on the Clark County Community Action Advisory Board, which oversees state and local funding decisions aimed at supporting people experiencing homelessness.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	VANCOUVER HOUSING AUTHORITY
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultations were conducted through email and phone.
2	**Agency/Group/Organization**	Clark County Coalition of Service Providers
	Agency/Group/Organization Type	Housing Services - Housing Services-Elderly Persons Services-Persons with Disabilities Services-Victims of Domestic Violence Services-homeless Services-Health Services-Employment Service-Fair Housing Other government - County Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization of approximately 40 social service providers. Consultation occurred through virtual meetings.

3	**Agency/Group/Organization**	CLARK COUNTY COMMUNITY SERVICES
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation through virtual meetings and email. Regular coordination on housing needs, outcomes, partner funding and joint projects.
4	**Agency/Group/Organization**	Clark County Community Action Advisory Board
	Agency/Group/Organization Type	Other government - County Other government - Local
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Meetings occur virtually. Consultation includes identification of needs and recommendations for funding programs by community-based organizations that address community needs and moving people towards self-sufficiency.
5	**Agency/Group/Organization**	City of Vancouver-Economic Development
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Quarterly meetings conducted remotely. Consult on identification of evolving business needs and ideas and opportunities for collaboration with local economic development service providers.

Identify any Agency Types not consulted and provide rationale for not consulting
No agency types are specifically excluded from consultation.

Consultation also included outreach to housing developers, faith partners, community-based organizations, mental health providers, schools, and neighborhoods in Vancouver.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Council for the Homeless	The majority of efforts to improve public health and address homelessness are organized through the county, so close collaboration between the city and county are essential.
Consolidated Plan	Clark County	The majority of efforts to improve public health and address homelessness are organized through the county, so close collaboration between the city and county are essential.
Comprehensive Plan	City of Vancouver - Community Development	As the city develops its 20-year vision and policy for the management of the growth and development of the community, the Action Plan will provide a guide for the investment of HOME and CDBG funds to effectively support that vision.
2025 Housing Action Plan	City of Vancouver - Economic Prosperity and Housing	Over 50 strategies that incentivize new housing development and affordability.
2024 Point in Time Homeless Count	Council for the Homeless	The city prioritizes CDBG public service projects that implement local strategies.
Homeless Action Plan	Council for the Homeless	The city prioritizes CDBG public service projects that implement local strategies.
2024 Moving to Work Plan	Vancouver Housing Authority	The city's HOME Program prioritizes projects that serve households with income at or below 60% AMI.
Climate Action Framework	City of Vancouver - City Manager's Office	The city has adopted the Climate Action Framework to support an equitable transition to carbon neutrality by 2040 and to build the city's resilience to the impacts of climate change.
Economic Development Strategy	City of Vancouver - Economic Prosperity and Housing	Overlapping strategies include addressing disparities to ensure economic opportunity and creating affordable and accessible communities that maintain a high quality of life.

Table 3 – Other local / regional / federal planning efforts

Narrative

A common thread in many of these plans is an increased awareness and focus on equitable outcomes. These plans recognize disparities in housing, health and economic opportunity, and seek to improve outcomes for marginalized communities. Diversity, equity and inclusion is a key initiative for City Council and a pillar in the city's strategic plan for 2022-2027.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of community participation process/Efforts made to broaden community participation

Summarize community participation process and how it impacted goal setting.
Community participation involves actively encouraging people in the City of Vancouver, particularly those with low to moderate income, to participate in the planning process for the five-year Consolidated Plan, the Annual Action Plan, the submission of Substantial Amendments and the development of the CAPER. All notices of public meetings relating to this process are published in the local newspaper prior to the public meeting. The 2025 Action Plan draft will be posted on the city's website, announced to community partners and other stakeholders, made available at the front desk at City Hall, and noticed in the local newspaper according to HUD guidelines.

Public meetings are held in an accessible location convenient to residents, particularly those who are potential or actual beneficiaries. Meetings are held at times to provide maximum flexibility for an array of schedules.

Additionally, the Action Plan can be made available, upon request, in other languages. All public hearings and comment periods are advertised in the local newspaper of general circulation.

Community Participation Outreach

Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
Internet Outreach	Non-targeted/broad community	Notice of 2025 Funding Availability- October 2, 2024 20 agencies turned in preapplications.			N/A
Newspaper Ad	Non-targeted/broad community	Notice of Public Hearing and request for public comment - Published April 11, 2025			
Internet Outreach	Non-targeted/broad community	City of Vancouver's Communications team advertised Action Plan on social media - Facebook, Instagram, and Neighborhood newsletter.			
Email	Non-targeted/broad community Community partners	Emailed to over 500 individual stakeholders and interested parties.			N/A
Hard copy distribution	Persons with disabilities Non-targeted/broad community	Distributed copies of 2025 Action Plan to City Hall.			N/A
Public Hearing	Non-targeted/broad community	Public hearing scheduled for May 12, 2025.			https://www.cvtv.org/program/vancouver-city-council

Table 4 – Community Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Since 2003, the City of Vancouver has received a direct allocation of CDBG funds from HUD. In 2009, the city began receiving an annual allocation of HOME funding directly from HUD. The city is responsible for administration of these programs in compliance with the HUD regulations and requirements and has responsibility for the final allocation of funds for program activities.

The City of Vancouver has also been allocated $2,496,110 in HOME funds through the American Rescue Plan. The plan for this funding has been submitted to HUD, and Vancouver accepted supportive service program applications as part of the 2025 application process. Although HOME-ARP funding has been awarded as part of the 2025 process, the activities are detailed and accounted for through an approved substantial amendment to the 2021 Action Plan per HUD guidance. All HOME-ARP funds are intended specifically to mitigate the impacts of COVID-19 on people who are homeless or at risk of becoming homeless.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 2				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Admin and Planning Economic Development Housing Public Services	$1,400,000	$0	$352,300	$1,752,300	$5,600,000	Prior year resources include a canceled $255,000 Public Facilities project. The remaining funds come from activities that were unable to fully draw entitlement awards due to the requirement that program income be spent as it is received or from contracts that were not fully expended.
HOME	public - federal	Admin and Planning Rental Units Constructed Housing TBRA	$717,000	$0	$328,250 prior year + $226,412 CHDO set-aside	$1,271,662	$2,150,000	Prior year resources included a canceled $307,500 housing project. The remaining funds come from activities that were unable to fully draw entitlement awards due to the requirement that program income be spent as it is received or from contracts that were not fully expended. Additionally, prior year resources include the 2023 and 2024 15% CHDO set-aside, which could not be awarded due to a lack of applicants. The city will request to de-designate the 2023 CHDO set-aside to utilize these funds during 2025.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Leveraging funds is both a federal and local requirement for financing projects. In addition to the required federal match, local policy mandates that all necessary project funding be committed within 12 months of the award, and contracts will not be executed until all funding is confirmed. Matching contributions may include private donations, in-kind contributions, or state and local funds such as the Washington State Housing Trust Fund and Affordable Housing Fund.

In 2016, voters approved a $42 million property tax levy to support affordable housing through 2023. In 2023, the levy was renewed for an additional 10 years, generating $10 million per year. These funds support the construction and preservation of long-term multi-family housing, affordable homeownership, temporary shelter for individuals experiencing homelessness, and rental assistance to qualifying households.

The 2025 CDBG and HOME applications incentivize leveraging funds by awarding points based on the amount of committed matching funds. Currently, these applications are expected to leverage nearly $7.16 million through a combination of tax credits, private donations, state trust funds, and the Vancouver Affordable Housing Fund. The City of Vancouver also reported an excess of $2,451,444 in HOME match in the 2023 CAPER.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Heights Redevelopment. The City of Vancouver owns 25 acres of developable land within a 205-acre subarea plan to be redeveloped with affordable housing, office and retail, and amenities. The bulk of the redevelopment is within the Tower Mall area which is approximately 63 acres. The plan specifies creating an equitable development that is inclusive of community members from a variety of economic and racial/ethnic backgrounds. The 20 year "build out" plan for the subarea will include 2,300 new residential units, with approximately 1,000 units varying in affordability level from deeply affordable 0-30% AMI to 100% AMI to meet the GMA targets.

The city's vision for the Heights redevelopment is to create a vibrant, connected and walkable neighborhood center which will promote community in an inclusive and equitable manner through sustainability, connectivity, community health and wellness, arts and culture and economic development. There will be a mix of services and amenities including a civic plaza, neighborhood park, linear park, retail, dining and personal services all within walking distance. The city proposes to increase housing density from 232 units to 2,300 units with a vast range of affordable units from deeply affordable to 80% AMI. The city also proposes increasing jobs from 650 to over 1,000, while retaining as many small local businesses as possible. Sustainability goals include increasing the tree canopy coverage, reducing heat islands and reducing carbon emissions through pedestrian-oriented streetscape design. The city is making significant investment in public infrastructure to support private development and is currently designing and engineering the streets and open spaces.

Housing affordability targets will be realized through the sale of City-owned parcels with development agreements, as well as through the multifamily tax exemption program designed to deliver density and affordability near transit, as well as other equitable development outcomes. The first three parcels have been awarded to developers for the following projects, to get underway as soon as all other funding is secured.

"Site B" will be developed by Edlen & Co with 245 workforce units; 61 studios, 123 one-bedroom and 61 two-bedroom units. Half of the units will be restricted to households earning less than 80% AMI, with a quarter restricted to households under 90% AMI and the rest restricted to 100% of AMI. At this site, 5,000 SF will be dedicated for local businesses and a large central courtyard will provide a green oasis to residents.

"Site C" is a 1.29-acre parcel on Devine Road that will be developed by Palindrome. This lot will include housing and a 3,700-square-foot market with room for small retailers and restaurants. The housing will feature 109 units designed to provide an integrated and diverse mix of affordable apartments. There will be studio, one-, two-, and three-bedroom units to accommodate a variety of household types and will be a mix of 50% and 60% AMI units. Further, 10% of the affordable apartments will be designed and set aside for people with disabilities.

"Site P" will be developed by Related Northwest and separated into two properties. The first will include a four-story building with 80 affordable family apartments, and the second property will construct a four-story building with 51 affordable units for seniors.

Waterfront Gateway. In 2023, the Vancouver City Council approved an agreement between the City of Vancouver and Lincoln Property Company for the development of the Waterfront Gateway. The Waterfront Gateway features 6.4-acres of City-owned property adjacent to City Hall, near the Columbia River waterfront and the historic downtown core. It is one of the largest undeveloped properties in the area, creating a major opportunity for housing and economic growth. The site will include housing and a public plaza. The first building breaks ground in 2025 and will be 95 units of affordable housing. The unit mix will consist of studio, 1, 2, and 3-bedroom units. The project will serve households between 50% and 60% of area median income.

Safe Stays. In 2021, HART developed a comprehensive plan to utilize City-owned sites for people experiencing homelessness. The city hired a Homeless Response Coordinator to implement this plan and by December 2023, four Safe Stays were opened across the City of Vancouver. SSC are temporary housing communities that consists of 20 2-bed modular units and provides transitional housing for up to 40 people experiencing homelessness. Not all sites are City-owned, one is leased. The locations provide greater access to services, increased stability, and safe, healthy, and humane living conditions to support transitioning out of homelessness.

The sites are open to any member of the Vancouver community that is experiencing unsheltered homelessness, with a focus on those experiencing chronic homelessness. Potential residents of the SSC are referred by community outreach teams, complete an application, and go through a review process by the site operator prior to moving into the community. Each community has 24/7 on-site staffing, and residents are expected to engage in support services and other activities offered by both the site operator and community social service providers.

Bridge Shelter. In December 2024, Vancouver City Council approved both the purchase and use of property located at 5313 N.E. 94th Ave. as the site for a future bridge shelter. The approximately three-acre property, located in the Van Mall neighborhood, is a good fit for the shelter because of its size, appropriate zoning and proximity to public transit. A shelter operator has been selected and design work and identification of other partners and funding is currently underway. The shelter is planned to open in 2026.

Discussion

No additional discussion.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Housing	2024	2028	Affordable Housing Homeless	Citywide	Affordable Housing	CDBG: $352,500 HOME: $800,000	Tenant-based rental assistance/ Rapid Rehousing: 52 Households Assisted Homeowner Housing Rehabilitated: 18 Household Housing Unit Rental units constructed: 20 household housing units
2	Housing Stability, Poverty Reduction	2024	2028	Affordable Housing Homeless	Citywide	Housing Stability, Poverty Reduction	CDBG: $215,800 HOME-ARP: $620,000	Public service activities other than Low/Moderate Income Housing Benefit: 2,924 persons assisted Homelessness Prevention: 17 persons Households experiencing homelessness: 240 households assisted
3	Economic Opportunity	2024	2028	Non-Housing Community Development	Citywide	Economic Opportunity	CDBG: $550,000	Businesses assisted: 120 Agencies Assisted: 5
4	Neighborhood Equity and Livability	2024	2028	Non-Housing Community Development	Citywide	Neighborhood Equity and Livability	CDBG: $0	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 0 Persons Assisted

Table 41 – Goals Summary

Goal Descriptions

1	**Goal Name**	Affordable Housing
	Goal Description	The goal of the City of Vancouver is to increase and preserve affordable housing opportunity for those most vulnerable. This includes increasing homeownership opportunities, tenant-based rental assistance as well as the addition of units and rehabilitation of existing housing.
2	**Goal Name**	Housing Stability, Poverty Reduction
	Goal Description	The goal is to reduce poverty and homelessness by increasing household stability.
3	**Goal Name**	Neighborhood Equity and Livability
	Goal Description	The creation of inclusive and thriving community spaces that ensure access to resources and opportunities.
4	**Goal Name**	Economic Opportunity
	Goal Description	The goal is to provide training and opportunities to entrepreneurs and small businesses. Additionally, to increase the capacity of local community-based providers.

Projects

AP-35 Projects – 91.220(d)

Introduction

Vancouver organizes a volunteer housing advisory committee comprised of community members with varying backgrounds to prioritize annual application funding. The committee's application scores guide the prioritization of projects. Prioritized applications are then presented to city leadership and City Council. The following section describes proposed projects for funding in 2025, subject City Council approval, and the resources available in the annual allocation. This Action Plan is consistent with the statutory goals outlined in the strategies and the priority needs listed in the 2024-2028 Consolidated Plan. A detailed list of activities that are included under each project type are included as an attachment to this Action Plan.

The city has established three set-asides for CDBG funding. The first, will provide installment payments to the Section 108 loan for the Fourth Plain Commons (FPC) project. FPC is a mixed-use project located at 2200 Norris Road. FPC includes affordable housing on the upper floors and a flexible community-serving space on the ground floor. The ground floor community spaces are flexible areas where the Fourth Plain community can gather, hold events, and access services. The following elements are included in the community space:

- A commercial kitchen incubator to launch and support emerging food-based businesses
- A shared office space to co-locate services to make it easier for residents and businesses to access resources
- A community event space that can be rented for festivals, birthdays, trainings, and other events
- A public plaza with infrastructure to support a Vancouver Farmer's Market satellite market

This project is a collaboration between the VHA and the City of Vancouver. The VHA owns and operates the housing on the upper floors and the city owns the ground floor space and partners with community-based organizations to operate it.

A Section 108 loan of $4,199,000 was used to help purchase the FPC after construction. CDBG funds are used for the annual repayment of this loan, in the amount of $340,000.

The second set-aside, Capacity Building, will allocate $250,000 to assist Community Based Organizations (CBO) with increasing their capacity to carry out neighborhood revitalization or economic development activities.

As the economy continues to recover from the impacts of the pandemic, marginalized communities have been left behind due to systemic barriers and lack of access. While the city has a range of local CBOs offering services to historically disadvantaged communities, many of these agencies have only one or two staff. The staff, who are often volunteers, have limited capacity to expand programs and services to increase their impact.

Because these CBOs provide vital and trusted resources to community members who may not reach out to larger organizations, enhancing the long-term stability and capacity of these organizations is critical to closing the gap in quality of life and access to opportunity to marginalized communities. These organizations need stable and predictable support over five years to build the required organizational infrastructure to pursue and manage public funding from a variety of sources required to expand programs and services to meet community needs.

Lastly, CDBG funding is set aside annually for homeowner rehabilitation. This program is managed by city staff and will assist an estimated 18 homeowners earning less than 80% AMI with needed repairs to maintain their homes' safety and stability.

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The primary obstacle to addressing underserved needs is available financial resources. Allocation priorities were chosen based on:

- Consistency with HUD objectives for CDBG/HOME programs
- Alignment with the City of Vancouver Consolidated Plan goals
- Project review committee weighted scoring analysis

AP-38 Project Summary - *Project Summary Information*

Agency	Project Name	Recommended funding	Outcomes	Funding Source	Project Description
Housing Stability, Poverty Reduction					
Community Mediation Services	Eviction Mediation Program	$70,000	2,566 people at risk of eviction	CDBG	Eviction mediation program encouraging landlords and tenants to come to a sustainable agreement outside the court system through mediation.
Council for the Homeless	Dynamic Diversion	$75,000	75 people at risk of homelessness	CDBG	Diversion assistance for clients who are experiencing homelessness to move into stable and safe housing.
Friends of the Children	Youth Mentorship	$70,800	300 opportunity youth	CDBG	A mentorship program that will support housing services such as emergency rental assistance, resource navigation, and long-term stability for youth and their families.
Totals		**$215,800**	**2,941 people**		

Agency	Project Name	Recommended funding*	Outcomes	Funding Source	Project Description
Economic Opportunity					
Fourth Plain Forward	Business Incubator	$100,000	40 microenterprises	CDBG	Small business education and technical assistance providing businesses with access to services and networking.
Hispanic Metropolitan Chamber	Latino Small Business Assistance	$100,000	46 microenterprises	CDBG	Outreach, one-on-one bilingual/bicultural technical assistance and business education workshops to increase revenue.
Micro Enterprise Services of Oregon	Vancouver Small Business Assistance	$100,000	34 microenterprises	CDBG	Small business education and technical assistance with a focus on businesses in the fourth plain area, as well as expanded outreach, programs and services to new entrepreneurs and small businesses.
Community Foundation Southwest Washington	Capacity Building	$250,000	5 agencies	CDBG	Program assisting with the growth and success of community-based organizations.
Totals		**$500,000**	**120 businesses 5 agencies**		

Agency	Project Name	Recommended funding	Outcomes	Funding Source	Project Description
Affordable Housing					
Janus Youth	The Nest TBRA and Housing Services	$202,500	30 households	CDBG $52,500 HOME $150,000	Rental assistance with intensive case management focused on life skills and connection to mental health/substance use treatment for youth and young adults.
Share	Affordable Housing and Stability Program	$250,000	22 households	CDBG $50,000 HOME $200,000	Tenant based rental assistance and housing case management for people exiting homelessness.
Totals		**$452,500**	**52 households**		

Agency	Project Name	Recommended funding	Outcomes	Funding Source	Project Description
HOME ARP Supportive Services					
Council for the Homeless	Coordinated Outreach	$220,000	120 households	HOME ARP	Supporting households who are experiencing homelessness through community outreach.
Housing Connector	Housing Connection	$150,000	105 households	HOME ARP	A low-barrier housing provider connections and digital navigation program to help households begin their housing search.
Thrive 2 Survive	Rental Assistance	$250,000	15 households	HOME ARP	Rental assistance program for people exiting homelessness, with case management focused on peer support, supportive services, and move in assistance.
Totals		**$620,000**	**240 households**		

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The city does not currently distribute assistance strictly by geographic area. In the past, the city designated certain areas of focus through Neighborhood Revitalization Strategy Areas (NRSA). At present there are no designated NRSAs in Vancouver.

Geographic Distribution

Target Area	Percentage of Funds

Table 6 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Not applicable.

Discussion

No additional discussion.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City of Vancouver partners with the VHA and several non-profit and for-profit agencies to assist in projects designed to provide affordable rental and homeowner housing opportunities. As a result of the COVID-19 pandemic the City of Vancouver has shifted housing projects funding to rental assistance and special projects. Funding for housing projects will be provided through other sources. HOME funds will be used in partnership with Affordable Housing Funds.

One Year Goals for the Number of Households to be Supported	
Homeless	72
Non-Homeless	18
Special-Needs	0
Total	90

Table 7 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	67
The Production of New Units	20
Rehab of Existing Units	18
Acquisition of Existing Units	0
Total	105

Table 8 - One Year Goals for Affordable Housing by Support Type

Discussion

The goals above include three projects for Rapid Rehousing rental assistance and housing services: (1) Janus Youth's The Nest TBRA, (2) Share's Affordable Housing and Stability program, and (3) Thrive to Survive Rental Assistance. The Nest TBRA program consists of long-term rental assistance with intensive case management focused on life skills and connection to mental health for 30 households. The Affordable Housing and Stability program provides case management and rent/utility assistance for 22 households who are experiencing homelessness and Thrive to Survive will help 15 households exiting homelessness through case management and rental assistance. Lastly, approximately 18 households will be assisted through the city's Homeowner Rehabilitation program.

Additionally, the above goals include new housing construction in conjunction with the AHF process. In 2025, $300,000 in HOME funds were allocated for new housing development and there are currently AHF applications submitted for review. It is expected that a smaller project of up to 20 units will be developed with this funding. Based on the applications received and feasibility of applicants, the most likely HOME-funded project is proposed to serve people exiting homelessness. Thus, these 20 units were counted under the Homeless Households in Table 6.

In addition to these HUD-related housing goals, AHF supports the production, rehabilitation, and acquisition of affordable housing units for residents earning under 50% AMI. Since 2016, AHF has produced and preserved 1,447 affordable units within the City of Vancouver, provided rental assistance to 1,921 households, and supported 1,204 households by providing temporary shelter.

Through the city's annual CDBG, HOME, and AHF application process, an additional 26 applications for AHF funding were submitted, and 13 were selected for funding. The committee recommended AHF funding of $9,095,000 to support the production and preservation of 528 affordable units, $1,000,000 to support 10 affordable homeownership opportunities, $1,636,757 for housing assistance and services to serve 54 households, and $684,843 for temporary shelter for 28 individuals, totaling $12,688,330 to provide housing and services to households earning less than 50% AMI.

AP-60 Public Housing – 91.220(h)

Introduction

Vancouver partners with the VHA to support projects to provide affordable rental and homeowner housing, including assistance to people with disabilities and individuals and families experiencing homelessness. The VHA also administers the Housing Choice Voucher Program for households in Vancouver.

Actions planned during the next year to address the needs of public housing

HUD-designated "Public Housing" refers to a specific federal program funded and regulated by HUD. It involves publicly owned and managed rental housing units, typically owned by a local Public Housing Authority (PHA), and governed by strict federal rules under the Public Housing program (Section 9 of the U.S. Housing Act).

In 2022, Columbia Non-Profit Housing (CNPH) partnered with the housing authority to rehabilitate Englund Manor Senior Apartments as a HUD-designated public housing project, preserving 29 units for seniors with low incomes. As of 2024, these are the only public housing units owned by the VHA. In 2025, VHA plans to initiate a streamlined voluntary conversion to Project-Based Vouchers (PBV), effectively closing out its public housing program.

In 2024, the VHA and CNPH were awarded $1 million in AHF funding to preserve three senior housing developments. Funds will be used for construction activities that address deferred maintenance and provide accessibility and livability upgrades of the buildings at three properties: Forest Ridge Senior Apartments, Highland Park Apartments, and Walnut Grove Apartments. The portfolio project will serve a total of 164 units between the three properties.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

To encourage more engagement in the work of the VHA, residents are encouraged to participate on the Resident Advisory Board. The board meets to discuss and provide input on initiatives related to the housing authority. There is also a Resident Commissioner who serves on the housing authority's Board of Commissioners. The Resident Commissioner must be housed in public housing or receive a Section 8 Housing Choice Voucher.

Homeownership is encouraged for households in Public Housing and Family Self-Sufficiency programs. Family Self-Sufficiency participants create a plan to use training, education and other community resources to become self-sufficient within five years. As part of the program any increase in the tenant's share of rent due to increases in income are paid into an escrow account that becomes available to the participant upon successful completion of their plan. Many participants use the escrow account for down payment on a home.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The VHA is not a troubled housing authority, it is rated as a high-performing agency by HUD.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of Vancouver continues to fund activities through service providers focused on reducing and ending homelessness for all segments of the population. The city will also continue to collaborate with the Council for the Homeless and Continuum of Care providers to prevent and end homelessness. In addition to the funds received by HUD, the city will provide substantial investment with local funds obtained through the Affordable Housing Fund.

One-year goals and actions for reducing and ending homelessness include:

Reaching out to homeless people (especially unsheltered) and assessing their needs

The City of Vancouver's HART team does daily outreach to people living outside. The city will continue to partner with nonprofit partners conducting outreach as well as the Council for the Homeless' Housing Solutions Center, which is the coordinated entry system provider for Vancouver. The city also partners with community nonprofits to provide street outreach and needs assessments to the people experiencing homelessness and addiction and/or behavioral health challenges through multiple programs. Agencies such as Share, Council for the Homeless and Janus Youth are all examples of the successful community outreach that has happened within the community.

HOME-ARP funds will also support Council for the Homeless' Coordinated Outreach program. This program's target population are households that are experiencing homelessness and/or residing in SSC. A household experiencing homelessness is defined as being an individual or family that lacks a fixed, regular, and adequate nighttime residence, will imminently lose their primary nighttime residence, and/or unaccompanied youth under 25 years of age or families with children. This program focuses on the unhoused individuals and families and aims to assist 120 people.

Addressing the emergency shelter and transitional housing needs of homeless persons

In 2021, HART developed a comprehensive plan to utilize City-owned sites for people experiencing homelessness. The city hired a Homeless Response Coordinator to implement this plan and by December 2023, four Safe Stays were opened across the City of Vancouver. SSC are temporary housing communities that consists of 20 2-bed modular units and provides transitional housing for up to 40 people experiencing homelessness. These locations provide greater access to services, increased stability, and safe, healthy, and humane living conditions to support transitioning out of homelessness.

The sites are open to any member of the Vancouver community that is experiencing unsheltered homelessness, with a focus on those experiencing chronic homelessness. Potential residents of the SSC are referred by community outreach teams, complete an application, and go through a review process by the site operator prior to moving into the community. Each community has 24/7 on-site staffing, and residents are expected to engage in support services and other activities offered by both the site operator and community social service providers.

From December 2024 to March 2025, two winter shelters (Vancouver arts hub building and Chkalov building) were opened in addition to the winter shelters offered through a partnership between Outsiders Inn, the faith community and the Council for the Homeless. Additional shelters were opened when a “severe” weather event had been forecasted or declared during an emergency winter weather event. Vacant commercial space at Esther Short Commons (555 W. 8th St.) were made available for up to 15 current Safe Park Zone residents. Luepke Center was also an alternative space for those staying at the arts hub if conditions shift to severe winter weather conditions.

The winter shelters served individuals and households experiencing homelessness. Shelter prioritization was given to families with children. Then, prioritization was based on a variety of vulnerabilities, including seniors, people with disabilities, individuals fleeing domestic violence situations, people with health conditions, etc. The city hopes to continue to use these locations during colder months again in the upcoming year.

In December 2024, Vancouver City Council approved both the purchase and use of property located at 5313 N.E. 94th Ave. as the site for a future bridge shelter. The approximately three-acre property, located in the Van Mall neighborhood, is a good fit for the shelter because of its size, appropriate zoning and proximity to public transit. A shelter operator has been selected, and design work and identification of other partners and funding is currently underway. The shelter is planned to open in 2026.

Helping homeless persons (especially chronically homeless, families with children, veterans, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

Renters in the City of Vancouver continue to face increased housing insecurity due to the continued increase of rent. In response, the city has utilized its HOME allocation to support two TBRA service programs to transition and stabilize households that are experiencing homelessness and two HOME ARP agencies providing supportive services to residents of SSC and people experiencing chronic and unhoused homelessness.

The programs funded at Janus Youth are designed to assist youth experiencing homelessness and young people exiting the foster care system to develop life skills and achieve independent housing through case management and rental assistance. Share will also provide case management and rental assistance to individuals and families within the city. All rental assistance programs funded by the city prioritize transitioning individuals out of homelessness. One hundred percent of the households served are projected to be moving from off the street, temporary shelters, fleeing domestic violence or transitioning from mental health institutions. TBRA providers are estimated to serve 52 households.

Housing Connector, while active in several other metropolitan areas, is new to the Vancouver area, and held their first contract during the 2024 program year. The program will continue to deploy housing navigators alongside case managers to assist with digital navigation on-site at SSC. These navigators and case managers will help residents assess their readiness for a long-term housing unit, assist them in signing up and navigating their platform access, and begin their housing search. Housing Stability plans will be implemented to ensure that residents understand their financial status and prepared for the budget required for a housing unit. Move-in needs can also be addressed for these residents. It is estimated that 105 individuals will be assisted through this funding.

Thrive 2 Survive's rental assistance program offers rental assistance to households experiencing homelessness. It covers application fees, move-in costs (first/last month's rent, security deposits, pet deposits, parking, and trailer park hook-up fees), and furnishings through partners like NW Furniture Bank and the Repurpose Center. Funds also assist with utility setup, potentially covering electricity, water, garbage, sewer, and natural gas. Participants receive up to 12 months of rental assistance, peer support, and case management to sustain payments and meet requirements.

Helping individuals and families avoid becoming homeless, especially those with extremely low-income and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Several projects proposed for funding under the 2025 Action Plan address the goal of helping individuals and families avoid becoming homeless or receiving assistance that addresses housing, health, social services, employment, education, or youth needs. Council for the Homeless will provide one time diversion assistance to lower barrier households experiencing homelessness, and Community Mediation Services will provide landlord and tenant mediation services, reducing the number of evictions in Vancouver. Friends of the Children's mentorship program will support housing services such as emergency rental assistance, resource navigation, and long-term stability for youth and their families.

The City of Vancouver has also continued to fund the Homelessness Prevention Consortium through the Affordable Housing Fund. This Consortium brings together several local agencies that work to prevent homelessness through short-term rental assistance. This assistance specifically targets vulnerable people who might have a temporary crisis, such as losing a job, a sudden illness, or breakdown from a relationship. This assistance is available to households earning less than 50% AMI. The provision of several months of rental assistance is a cost-effective way to stabilize a household and prevent homelessness in contrast to providing services to people who have an eviction on record and are currently experiencing homelessness.

HOME-funded rental assistance will be used to help eligible households fill gaps in income that might occur as the result of serious illness, relationship breakdown, or other emergency circumstances.

Discussion

The City of Vancouver continues to implement a comprehensive and coordinated approach to reduce and end homelessness, with a focus on outreach, emergency shelter, transitional and permanent housing, and homelessness prevention. Daily outreach efforts led by the HART team and partner nonprofits aim to connect with unsheltered individuals and assess their needs. Through programs like Council for the Homeless' Coordinated Outreach and support from HOME-ARP funding, the city is reaching vulnerable populations—including youth, families, and those with behavioral health needs.

To address emergency and transitional housing needs, the city has established four SSC, offering temporary shelter, stability, and access to services. Additionally, winter shelter locations are activated during colder months to accommodate more individuals, prioritizing families and people with heightened vulnerabilities. Looking ahead, the city is developing a permanent bridge shelter site expected to open in 2026.

Efforts to transition individuals into permanent housing are supported through rental assistance programs, such as TBRA and services from Share, Janus Youth, and Thrive 2 Survive. New partners like Housing Connector bring innovative approaches to housing navigation and stability planning.

Prevention remains a key focus, with initiatives like the Homelessness Prevention Consortium and programs from Council for the Homeless and Community Mediation Services providing short-term assistance, mediation, and mentorship. These services are crucial for stabilizing households at risk of homelessness due to crises such as job loss or medical emergencies.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction

From the Vancouver Housing Action Plan, "The City of Vancouver, like much of the rest of the U.S., is experiencing a housing crisis. Years of underbuilding combined with unprecedented population growth in Clark County have created a persistent deficit in housing units of all types and affordable units in particular. This supply deficit is driving up the cost of rental housing and home prices and directly contributing to the rise in homelessness in our community."

To meet new demand and close the deficit within 10 years, Vancouver must:

- Increase annual housing production to at least 2,500 new housing units.
- Include 750 new housing units per year, affordable to households earning 80% or less of the area median income.

Achieving this increase in housing production will require the implementation of a wide range of policies and programs to spur additional private and public development and accelerate the pace of change in the community. Many of these actions, such as land use reform or process improvements, lie within the administrative powers of the city and have the potential to stimulate the production of thousands of units of privately funded, market rate housing.

Achieving the target production of new affordable units will require new programs and new sources of funding to maximize the investment available, including the addition of funding streams beyond "traditional" affordable funds."

Additionally, many households are still recovering from the pandemic and struggling with rapidly rising costs as inflation increases. Increased costs, loss of income, or illness can quickly lead to housing insecurity. Approximately half of all renters in Vancouver are considered cost-burdened (spending 30% or more of their income on housing). The city recognizes the importance of housing in fostering a healthy and livable community. Vancouver is committed to promoting safe, affordable housing and reducing homelessness through funding, partnership, and policy efforts.

Actions planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The Housing Action Plan calls for 50 strategies the city can undertake to increase the number of new housing units and impact housing affordability. For example, some of the strategies include:

- Update Comprehensive Plan to establish housing and density goals and strategies
- Update code to remove artificial barriers to density and additional housing types
- Update single family zoning to achieve naturally affordable housing through broad allowance for middle housing options, especially for first-time homeowners
- Explore additional investments and funding opportunities
- SDC and Impact fee waivers, Construction Sales Tax Deferral program
- Align infrastructure investments with high density corridors
- Offer additional incentives for density – lower parking minimums, additional height, etc.

Discussion:

No additional discussion.

AP-85 Other Actions – 91.220(k)

Introduction

The City of Vancouver has multiple strategies to meet the needs of the community. Although the CDBG and HOME fund contributions are small, they are a very important funding component.

Actions planned to address obstacles to meeting underserved needs

Several projects proposed for funding under the 2025 Action Plan address the goal of meeting underserved needs. Utilizing both HOME and CDBG funds, Janus Youth will provide rental assistance to homeless youth and young adults, while Share will provide rapid re-housing services to individuals and families experiencing homelessness. Council for the Homeless will provide diversion assistance, and Community Mediation Services will provide landlord and tenant mediation services, reducing the number of evictions in Vancouver.

Actions planned to foster and maintain affordable housing

The City of Vancouver utilizes the Multi-Family Tax Exemption program authorized by state RCW 84.14, to encourage new private multi-family development and redevelopment within designated target areas to accommodate future population growth and encourage affordable housing. This program exempts project owners from the new construction tax value cost, for residential development.

This program was recently given a significant update with 9 new target areas and a revision to the tax incentives to better incentivize housing affordability and density and create a fee-in-lieu fund to invest in additional affordable housing.

In 2024, City Council approved a new affordable housing incentive that was allowed by state law. The Construction Sales Tax Deferral program allows the city to incentivize the development of affordable housing on underutilized public parking lots. The first project under this program was approved in April 2025.

The City of Vancouver also uses the Affordable Housing Fund, a voter approved levy, to support projects that benefit households with very low-income, less than 50% of area median. The city provides funding to community partners for projects and programs that:

- Build and preserve long-term affordable housing in Vancouver
- Support affordable homeownership (up to 80% AMI)
- Provide rental assistance and services to help households avoid eviction or access a rental unit

In 2024, voters elected to renew the Affordable Housing Fund levy, and it is anticipated that it will collect $10 million per year over 10 years, for a total of $100 million for affordable housing and homelessness assistance.

Actions planned to reduce lead-based paint hazards

The city continues to require lead-based testing for houses during housing quality and safety inspections and for any rental assistance units and rehabilitation work on structures built before 1978. The city also requires TBRA providers to provide lead information notification to families receiving rental assistance and living in units built before 1978.

Actions planned to reduce the number of poverty-level families
The City of Vancouver continues to fund various assistance from rapid rehousing and homelessness prevention, capacity building for community-based organizations, new and rehabilitated affordable housing units, and business assistance to help stabilize at-risk populations and move them toward self-sufficiency.

Actions planned to develop institutional structure
City Council members and other city staff serve on various nonprofit agency boards including service providers, economic development companies and chambers of commerce.

City of Vancouver council members are also participants of the Community Action Advisory Board which awards state and county funding to nonprofit agencies for the Homeless Crisis Response System, homelessness prevention and other basic services. The city also participates in the coordination of homeless services, job training and housing programs through the Continuum of Care and Community Action Advisory Board.

Actions planned to enhance coordination between public and private housing and social service agencies
The City of Vancouver has a wide variety of programs and involve partnerships between public housing providers and private developers. The city continues to create and utilize new and innovative funding sources such as the local Affordable Housing Fund, Multifamily Tax Exemption program, and the Construction Sales Tax Deferral program that are available to private developers and nonprofit housing agencies and allow the city to further supplement CDBG and HOME funding.

Discussion:
No additional discussion.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Generally, CDBG funding is dedicated solely to activities that benefit people with low to moderate income.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed.	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:
   The City of Vancouver does not use HOME funds other than those identified by 92.205.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   The City of Vancouver's Resale policies ensure that HOME-assisted units remain affordable throughout the entire affordability period. The resale method is used in cases where HOME funding is invested directly into a property, through a developer or nonprofit subrecipient. The HOME funds are used to reduce development or acquisition costs making the price of the home affordable to an eligible buyer.

   Specific examples where the city would use the resale method for homeowner assistance include:
   - Providing HOME funds to acquire property to be developed or to acquire affordable owner units;
   - Providing HOME funds for site preparation or improvement, including demolition;
   - Providing HOME funds for construction materials and/or labor; and
   - Providing HOME funds to reduce the purchase cost for a home that will be held as long-term affordable by Habitat for Humanity or a community land trust.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:
   - 100% of the increase in appraised value attributable to the addition of one or more bedrooms and one or more bathrooms; and
   - 50% of the cost of major systems replacement within five years prior to resale. This does not include repairs but is for upgrades or improvements that do not typically increase market value in an appraisal but do increase a home's useful life (i.e., roof, furnace, electrical system).

   Supporting documents for these guidelines can be found with plan documents on the city's website, https://www.cityofvancouver.us/economic-prosperity-and-housing/housing-resources/.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   The City of Vancouver does not anticipate using HOME funds in this manner.

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

The City of Vancouver will not be preferencing TBRA activities for persons with special needs or disabilities.

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

   The city is not preferencing households with disabilities.

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

   This is not applicable to the activities planned for PY2025.

2025 Action Plan

CITY OF Vancouver WASHINGTON

The City completes an annual Action Plan describing how federal Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds will be invested in Vancouver.

Important dates

April 14 – May 13 Public Comment Period
May 12 at 6:30 p.m. Public Hearing
May 15 Plan submitted to U.S. Department of Housing and Urban Development (HUD)

2025 Entitlement Funds
(Estimate)

$1,750,000
in CDBG funds

$1,890,000
in HOME funds

The City of Vancouver administers HUD's Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) allocation.

CDBG & HOME funding is used for a variety of programs and projects that benefit city residents with low to moderate income, including:

- Rental assistance and case management
- Homeowner rehabilitation
- Capacity building for community based organizations
- Supportive services for Safe Stay/ Parks
- Microenterprise Business Assistance

Recommended awards

Housing Services and Rental Assistance – $468,500
- Janus Youth Programs
- Share

Public Services – $215,800
- Community Mediation Services
- Council for the Homeless
- Friends of the Children

Capacity Building – $255,000
- Community Foundation Southwest Washington

Microenterprise Business Assistance – $309,000
- Fourth Plain Forward
- Hispanic Chamber
- MESO

HOME — ARP – $620,000
- Council for the Homeless
- Housing Connector
- Thrive 2 Survive

CDBG/HOME Admin – $351,700

CHDO Set-aside – $334,000

Section 108 Loan – $340,000

Homeowner Rehabilitation Program– $450,000

Housing Projects – $300,000

Proposed outcomes from these awards

2,941 people will receive services to assist with homelessness, landlord mediation services and youth programs

240 experiencing homelessness will be assisted with outreach and housing services in partnership with Safe Stays/Park

52 households experiencing homelessness will access housing with rental assistance and case management

18 Low-moderate income homeowners will receive housing rehabilitation

5 Community Based Organizations will be supported to grow service capacity

120 low-moderate income Microenterprise Business owners will receive technical assistance

To provide feedback on these proposed awards or to learn more, contact
Tasha Slater, Housing Project Planner tasha.slater@cityofvancouver.us | 360-487-7951

AN ORDINANCE of the City of Vancouver, Washington relating to the City of Vancouver Commute Trip Reduction Plan as identified in Chapter 18.12 Vancouver Municipal Code (VMC) and by the Growth Management Act through RCW 36.70A.110 and by the Washington Clean Air Act through RCW 70A.15.4020, amending VMC 18.12.030 to adopt the 2025 – 2029 Vancouver Commute Trip Reduction Plan; providing for severability and an effective date.

Staff Report: 095-25

To: Mayor and City Council
From: City Manager
Date: May 12, 2025

Subject

2025-2029 Vancouver Commute Trip Reduction Plan

Key Points

- The City of Vancouver has local and state mandates to implement transportation demand management (TDM) strategies. Locally, the 2023-2029 Strategic Plan, the 2024-2044 Transportation System Plan, and Climate Action Framework call for a shift from driving to walking, biking, transit, or other active modes.
- The Washington State Legislature, through RCW 70A.15.4020 of the Washington Clean Air Act, requires the City of Vancouver to implement a Commute Trip Reduction (CTR) program for large employers and adopt a 2025-2029 CTR Plan ("CTR Plan") outlining how the City and employers will meet the statewide goal of a sixty percent (60%) drive-alone rate by 2029.
- The CTR Plan fulfills state law requirements, including those of the Growth Management Act and implements Chapter 18.12 of the VMC by focusing on the benefits of CTR, outlining performance measures for affected worksites, identifying services and strategies to reduce drive-alone commuting, summarizing how it aligns with other local, regional, and state plans, including the City's Comprehensive Plan, and describing the CTR Plan development process and associated partner and public engagement.
- The CTR Plan will serve as the foundation for business outreach and education regarding transportation options and commuter benefits and outline best practices for TDM to address traffic congestion, fuel consumption, and air pollution to help us reach City goals and policies objectives.

Strategic Plan Alignment

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

Economic Opportunity – a place where a wide variety of businesses of all sizes grow and thrive

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

Climate and Natural Systems – environmental stewardship and efforts to address climate change to ensure a sustainable future

Present Situation

The State granted an exemption for adopting new plans in 2019 and the last CTR Plan was adopted in 2015. While that plan consisted of similar services and strategies, it did not account for the significant increase in telework and hybrid work schedules or new forms of active transportation like electric bicycles and other small mobility options. The City and Clark County have since also seen significant population growth and the expansion of C-TRAN's bus-rapid-transit network, all while traffic congestion remains steady on I-5, I-205, and arterials. Community demand, state-mandates, and City-adopted policy call for more robust transportation choices.

The new CTR Plan is a component of Vancouver's transition from a suburban bedroom community to an urban environment with increased housing development and job growth. The CTR Plan will have a direct impact on large businesses and how employees travel to and from work, and the quality of life for people who live and work in Vancouver.

The new CTR Plan will:

- Serve as the foundation for business outreach and education regarding transportation options and commuter benefits;
- Set ambitious yet realistic goals for drive-alone trips and vehicle miles traveled;
- Align with the City's commitment to climate, equity and safety, including the Transportation System Plan (TSP); and,
- Outline best practices in transportation demand management (TDM) to address traffic congestion, fuel consumption, and air pollution to help us reach City goals and policies objectives.

Advantage(s)

1. Reduces greenhouse gas emissions, fuel consumption and improves traffic congestion.
2. Decreases the demand and cost for new roads and more parking.
3. Aligns with goals for more dense housing and land uses.
4. Lowers the cost of commuting for employees.
5. Amplifies that employees have transportation choices.
6. Opens tax incentives for participating employers.
7. Increases employee retention and talent recruitment for businesses.

Challenge(s)

1. Changes in travel behavior and routines.
2. Lack of multi-modal transportation options at and near major employment hubs.

Budget Impact

The implementation of the CTR Plan may require budget appropriations over the life of the CTR Plan. Initial implementation actions are included in the adopted FY 25-26 budget.

Prior Council Review

March 3, 2025 - Council Communication
June 3, 2024 - Council Communication
May 5, 2025 - Council Consent

Action Requested
On Monday, May 12, 2025, upon second reading and a public hearing, approve the ordinance.

Staff Contact
Olivia Kahn, Transportation Demand Management Coordinator, Kate Drennan, Transportation Planning Program Manager, olivia.kahn@cityofvancouver.us, kate.drennan@cityofvancouver.us

Attachments:
1. Presentation
2. Ordinance
3. Vancouver CTR Plan - Revised
4. Vancouver CTR Plan Follow Up to March 3 Council Communication

CITY OF Vancouver WASHINGTON

2025-2029 Vancouver Commute Trip Reduction Plan

Olivia Kahn (she/her)

Transportation Demand Management Planner

Community Development

May 12, 2025

Agenda

- State requirement
- Performance target
- Financial Plan
- Requested action

CTR Plans are required by State Law

- Each affected city, county and region must adopt a plan
- 4-year plan effective from July 1, 2025, to June 30, 2029
- Establishes performance targets and outlines objectives

Performance Target

- Vancouver adopted the State's performance target of a weighted average drive-alone rate of 60% or less for CTR-affected worksites.

Financial Plan

- Commute Trip Reduction formula funding provided by WSDOT
- Initial implementation included in FY 25-26
- May require future appropriations

Requested Action

On Monday, May 12, 2025 adopt the ordinance at a public hearing.

Thank You

Olivia.Kahn@cityofvancouver.us | 360-487-7939 | cityofvancouver.us

5/5/2025 (Date of First Reading)
5/12/2025 (Date of Public Hearing)

ORDINANCE NO. M- [Ordinance Number]

AN ORDINANCE of the City of Vancouver, Washington relating to the City of Vancouver Commute Trip Reduction Plan as identified in Chapter 18.12 Vancouver Municipal Code (VMC) and by the Growth Management Act through RCW 36.70A.110 and by the Washington Clean Air Act through RCW 70A.15.4020, amending VMC 18.12.030 to adopt the 2025 – 2029 Vancouver Commute Trip Reduction Plan; providing for severability and an effective date.

WHEREAS, the City of Vancouver is mandated, locally and by the state, by Chapter 18.12 VMC and by the Growth Management Act through RCW 36.70A.110 and by the Washington Clean Air Act through RCW 70A.15.4020, to implement transportation demand management strategies and adopt a 4-year commute trip reduction plan, in accordance with the Washington Administrative Code (WAC) 468-63-040 outlining how the City and employers will meet the statewide goal of a sixty percent drive-alone rate by 2029.

WHEREAS, the City's Commute Trip Reduction Program (Chapter 18.12 VMC) was created by Ordinance M-3045 and became effective on January 31, 1993 and adopted the City's initial Commute Trip Reduction (CTR) Plan, as defined in VMC 18.12.020(11), with the Commute Trip Reduction Program and the CTR Plan as set forth in VMC 18.12.030 having been amended from time to time, including by Ord. M-3391 on September 21, 1998; Ord. M-3919 Section 3 on June 15, 2009; and last updated on August 15, 2018 by the Staff Report SR-136-17 dated July 1, 2017;

WHEREAS, the City of Vancouver is experiencing population growth, an expansion of transit service, and an increase in hybrid scheduling and remote work options; and

WHEREAS, the City's transition from a suburban bedroom community to an urban environment with increased housing development and job growth has resulted in a higher cost of living where commuting costs continue to increase for households; and

WHEREAS, given current strengths and challenges, it is advantageous that the City of Vancouver be strategic in its approach to commute trip reduction by investing in programs and initiatives that seek to sustain the City's current transportation system, but also intentionally address growing disparities; and

WHEREAS, the 2025-2029 Vancouver Commute Trip Reduction Plan ("CTR Plan"), developed by City staff, focuses on five primary goals: 1) reduce greenhouse gas emissions, fuel consumption and improves traffic congestion, 2) decrease the demand and cost for new roads and more parking, 3) align with goals for more dense housing and land uses, and 4) amplify that employees have transportation choices and to lower the cost of commuting for employees, and 5) open tax incentives for participating employers and increase employee retention and talent recruitment for businesses; and

WHEREAS, the CTR Plan received significant input and contributions from a full range of partners, community leaders, and residents; and

WHEREAS, the CTR Plan will guide the City in future decisions regarding investments in commute trip reduction;

WHEREAS, the CTR Plan is consistent with and implements the current Vancouver Comprehensive Plan and the City's Commute Trip Reduction Program established in Chapter 18.12 VMC; and

WHEREAS, the Council finds that adopting the CTR Plan best facilitates the needs of the City;

WHEREAS, the City Council held a duly advertised first reading of this Ordinance on May 5, 2025 followed by a duly advertised second reading and public hearing of this Ordinance on May 12, 2025; and

WHEREAS, pursuant to adoption of this Ordinance, the Vancouver City Council adopts the 2025-2029 Vancouver Commute Trip Reduction Plan in the form attached to this Ordinance as Attachment X.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. **CTR Plan**. The 2025-2029 Commute Trip Reduction Plan, attached hereto as Attachment X and incorporated herein, will advances the policies and programs to implement transportation demand management strategies and adopt a 4-year commute trip reduction plan, in accordance with the Washington Administrative Code (WAC) 468-63-040.

Section 2. Policy Implementation. Subsequent to adoption of the 2025-2029 Commute Trip Reduction Plan, implementation will require timely amendments to Title 9 and Title 11 of the Vancouver Municipal Code necessary to update existing standards and codes in conformance with the policies approved by this Ordinance.

Section 3. VMC 18.12.030 Amendment. VMC 18.12.030, which was last updated on August 15, 2018 by the by the Staff Report SR-136-17 dated July 1, 2017, is hereby amended as follows:

18.12.030 City of Vancouver CTR ~~p~~Plan.

The goals established for the jurisdiction and affected employers in the City's Commute Trip Reduction (CTR) Plan set forth below, and in Attachment ~~(~~X~~)~~ as may be updated from time to time through adoption by resolution of the Vancouver City Council referencing such Attachment X, are incorporated herein ~~by reference~~. City staff is directed to make any corrections for typographical errors, include any graphical materials for information, and ~~complete~~ take action to fulfill and implement the Commute Trip Reduction Plan.

Commute Trip Reduction Goals:

A. Setting CTR Goals. The City's goals for reductions in the proportions of drive-alone commute trips and vehicle miles traveled per employee by affected employers in the City's jurisdiction, major employment installations, and other areas designated by the City are hereby established by the City's CTR Plan incorporated by section Chapter 18.12.040. These goals establish the desired level of performance for the CTR program in its entirety in the City. The City will set the individual worksite goals for affected employers based on how the worksite can contribute to the City's overall goal established in the CTR plan. The goals will appear as a component of the affected employer's approved implementation plan outlined in Section 18.12.070.

B. Commute Trip Reduction Goals for Affected Employers.

1. The drive-alone and VMT goals for affected employers in the City are hereby established as set forth in the CTR Plan incorporated by Section 18.12.040.

2. If the goals for an affected employer or newly affected employer are not listed in the CTR Plan, they shall be established by the City at a level designed to achieve the City's overall goals for the jurisdiction and other areas as designated by the City. The City shall provide written notification of the goals for each affected employer worksite by providing the information when the City reviews the employer's proposed program and incorporating the goals into the program approval issued by the City. (Ord. M-3919 §3, 2009; Ord. M-3391, 1998; Ord. M-3045 §1 (part), 1993)

Section 4. Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this ordinance.

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

DATE OF FINAL PASSAGE at a Regular Meeting of the Vancouver City Council: _____

SIGNED this _____ day of May, 2025

_____
Anne McEnerny-Ogle, Mayor

Attest:

_____
Natasha Ramras, City Clerk

Approved as to form:

_____
Nena Clark, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE of the City of Vancouver, Washington relating to the City of Vancouver Commute Trip Reduction Plan as identified in Chapter 18.12 Vancouver Municipal Code (VMC) and by the Growth Management Act through RCW 36.70A.110 and by the Washington Clean Air Act through RCW 70A.15.4020, amending VMC 18.12.030 to adopt the 2025 – 2029 Vancouver Commute Trip Reduction Plan; providing for severability and an effective date.

The full text of this ordinance will be mailed upon request. Contact public records staff at (360) 487-8480, citypdr@cityofvancouver.us, or via www.cityofvancouver.us (Go to City Government and Public Records: https://www.cityofvancouver.us/government/public-records-request/).

ORDINANCE M-_____

VMC 18.12.030 ATTACHMENT X
Vancouver Commute Trip Reduction (CTR) Plan

City of Vancouver Commute Trip Reduction Four-Year Plan Update: 2025–2029

Benefits of CTR

1. Describe the local land use and transportation context and objectives.[21]

a. Describe the setting in the jurisdiction as it is today or will be in the near future.

Vancouver is growing and diversifying, putting increased pressure and fresh demands on the transportation system. A new waterfront district, increased multifamily development, great parks and schools, and significant job and business growth continue to attract people and investment to the city. Vancouver sits at a virtual crossroads shaped by the Columbia River and the West Coast's major interstate, I-5, and is well-positioned to capture economic benefits from regional trade.

But growth can come with challenges. Vancouverites place a high priority on neighborhood livability as well as access to parks and schools. As more people live and work in Vancouver, concerns grow about congestion, safety, and displacement of people with lower incomes, communities of color, and renters.

Yet these desires—for both progress and preservation—do not need to be in conflict. Vancouverites have consistently shared their values—people want safe streets and comfortable and reliable ways to move within their neighborhood, city, and region. For some, that means better walking and rolling conditions; for others, that means better access to frequent transit or more reliable ways to drive.

As of 2023, Vancouver is home to 200,000 people and is the largest city in Clark County. Vancouver grew by 19% or 31,000 people since 2021. The median household income is $63,600 and 97% of people are employed. Vancouver is diverse. 20% of the population speaks a language other than English at home. 12.7% live in poverty. 9.7% have a disability. 10% identify as LGBTQ. 6% are veterans. And 22% are under the age of 18.

b. Describe features of land use and transportation facilities and services that affect commuters.

The City of Vancouver measures 46.5 square miles with a population density of 4,000 residents per square mile in 2022. The downtown core sits west of I-5. Considerable growth is occurring between I-5 and I-205 in the Heights neighborhood and along Fourth Plain Boulevard. East of I-205, the Columbia Tech Center area continues to expand. Vancouver has an Urban Growth Area (UGA) that is larger than the city boundary. The UGA is an area designated for future growth and annexation to eventually become part of Vancouver. Upon annexation, the UGA will add 162,283 people, 30,000 jobs, and 732 miles of streets to the city.

c. *Describe whether and how commuting patterns have changed in the past few years.*

Safety continues to be a concern and crashes are on the rise. From 2010 to 2019, crashes increased 29% while the population only grew by 13%. During the pandemic, crashes declined 5% from 2019 to 2022, but safety remains a top priority for the community. Distraction and inattention make up the top two factors contributing to crashes across all crash types. Community roundtable participants who identify as BIPOC stated they are especially impacted by the danger of waiting for transit on nights and weekends.

While the City continues to build Complete Streets through the pavement program, there is still a long way to go. There are stretches with long distances between crossings, a lack of sidewalks on nine miles of arterial streets, and bicycle and small mobility facilities that end abruptly contribute to feelings of unsafe conditions. Bicycling across the city is not attractive for most people. Most of the existing designated bike and small mobility facilities are high-stress based on the width of the street, traffic volumes, and traffic speeds. The City sees an increase in ride hailing service but does not have operating agreements with vendors. The City does not have bikeshare or scooter share services in operation.

The City has a transit dependent population. In fact, C-TRAN ridership declined the least during the pandemic along routes like the Fourth Plain Vine that serve equity areas. Additionally, people who live in the eastern part of the city and who live in equity focus areas do not take as many trips to Downtown as people in other parts of the city.

In general, the average miles driven per person per day is declining, from 21.8 miles in 2000 to 14.5 in 2022. But overall vehicle miles traveled (VMT) continues growing within Vancouver as population expands, increasing by 1.2 million from 2005 to 2019. During the COVID-19 pandemic traditional rush hour volumes declined, but there has not been a uniform decrease in travel all day. In some parts of the city, travel activity has gone up, especially midday.

d. List the most important land use and transportation objectives from your city or county's plans that commute trip reduction most directly affects.

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.

To facilitate transit usage, the City will increase the number of neighborhoods designed to allow safe, non-motorized travel by residents to transit facilities.

To improve the safety of our transportation and mobility systems for all residents, workers, and visitors. The City's Public Works Department will work in partnership with the Community Development Department to increase the number of miles of complete streets.

To support multiple convenient transportation options (community members have choices for transportation) and connections in all of Vancouver's neighborhoods, the Public Works Department will increase the miles of improved existing non-motorized facilities.

To support the goal of achieving carbon neutrality by 2040 for both municipal operations and the broader Vancouver community, the City will look at further investments and changes to municipal policies to reduce greenhouse gas emissions, especially in the highest impact areas of transportation and buildings, to achieve an 80% reduction in emissions by 2025 for municipal operations and an 80% reduction in emissions by 2030 for the broader community.

e. Describe critical aspects of land use and transportation that should be sustained and key changes that should be considered to improve commute trip reduction's contribution to the land use and transportation objectives you reference.

The City of Vancouver 2022 Climate Action Framework, 2023-2029 Strategic Plan, and 2024-2044 Transportation System Plan are accelerating land use and transportation investments and improvements to meet climate, equity, and safety goals to make Vancouver the best place to live now and into the future. Goals oriented to increase housing density, build more complete streets for all ages and abilities, increasing accessibility standards with all programs all support commute trip reduction. Continued action and ongoing support are what will move the needle in more people traveling by non-drive-alone options.

[21] *Sources: The plan shall highlight the existing and future land use and transportation conditions and characteristics considered most critical by the jurisdiction and evaluate the degree to which existing local services, policies, regulations, and programs, as well as any documented future investments, will complement the trip reduction efforts of CTR employers. (WAC 468-63-040(2)(a))*

The state intends for local jurisdictions to use information in existing plans and programs, such as the local comprehensive plan, unified development codes, the transportation improvement program, economic development plans, and others, as much as possible in order to develop the local CTR plan. (WAC 468-63-040(2))

2. Describe how the CTR program will help achieve the jurisdiction's land use and transportation objectives.[22]

a. Describe how and to what extent your CTR program will help your city or county achieve the land use and transportation objectives referenced in question 1.

More employer engagement and encouragement to travel by clean and active modes are strategies within the City of Vancouver 2022 Climate Action Framework, 2023-2029 Strategic Plan, and 2024-2044 Transportation System Plan. Likewise, these plans call for dense housing which demands more transit and more multi-modal networks. Finally, for the transportation system to accommodate more people living in Vancouver and work efficiently and sustainably, we need people to travel by non-drive-alone modes and we need people to live in more dense transit-oriented housing with less parking.

3. Describe how the CTR program will help achieve the jurisdiction's environmental objectives.[23]

a. Describe how the CTR program will support jurisdiction greenhouse gas emission reduction efforts.

Every drive-alone commute trip that switches to transit, carpool, vanpool, bike, walk, compressed work week or telework eliminates or lessens the greenhouse gas emissions that would have been generated by the drive-alone trip.

b. Describe how the CTR program will support jurisdiction environmental objectives in addition to greenhouse gas emission reductions.

The City of Vancouver measures and reports greenhouse gas emissions through the Climate Action Framework. As drive-alone trips shift to transit, carpool, vanpool, bike, walk, compressed work week and telework the demand for new roads decreases and more land can be left natural to improve air quality.

4. Describe how your CTR program will help achieve regional and state objectives.[24]

a. Summarize the local, regional, and state benefits that would be gained if you achieve your CTR targets.

More employer engagement and encouragement to travel by clean and active modes are strategies within the Draft 2025-2029 Statewide CTR Plan and 2024 Clark County Regional Transportation Plan. Likewise, these plans call for dense housing which demands more transit and more multi-modal networks. Finally, for the transportation system to accommodate more people living in the region and work efficiently and sustainably, we need people to travel by non-drive-alone modes and we need people to live in more dense transit-oriented housing with less parking.

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[22] Source: The local CTR plan shall describe how the CTR program will help achieve the jurisdiction's broader land use and transportation goals. (WAC 468-63-040(2))

[23] Source: The legislature also finds that increasing automotive transportation is a major factor in increasing consumption of gasoline and, thereby, increasing reliance on imported sources of petroleum. Moderating the growth in automotive travel is essential to stabilizing and reducing dependence on imported petroleum and improving the nation's energy security (…) The intent of this chapter is to require local governments in those counties experiencing the greatest automobile-related air pollution and traffic congestion to develop and implement plans to reduce single-occupant vehicle commute trips. (RCW 70A.15.4000)

[24] Sources: In their local CTR plans, local jurisdictions shall communicate what local, regional, and state benefits would be gained if the established targets were achieved. Benefits may include but are not limited to:

Regional transportation planning organizations (RTPOs) and WSDOT shall provide applicable data, if available, to assist this analysis. (WAC 468-63-030(3)(c))

The plan shall also discuss cross-boundary issues, such as passthrough commute patterns or larger regional issues, and how these affect the local CTR plan. (WAC 468-63-040(2)(a))

b. *List adjacent CTR-affected cities and counties.*

City of Camas, City of Washougal, Clark County

c. *Describe the top few cross-border and regional transportation issues that affect your jurisdiction.*

Connecting the region is a priority for Vancouver as half of the people that live in Vancouver and Clark County commute south to Oregon for work. The Washington State Commute Trip Reduction program and law does not reach or affect employers in Oregon, which is a big limitation for our region. The City's designated freight corridors are all operating above target travel speeds, which is a priority for the Port of Vancouver and the regional economy. The region must make new regional connections to the Portland International Airport to reduce commute trips and travel trips from increasing airport travel. Active transportation facilities and capital investment to support biking, walking, and taking transit are inconsistent across the region. Commuters don't realize when they are moving through the regional that they are in a new jurisdiction and suddenly their facilities disappears or is inconsistent.

d. *Describe the strategies you, adjacent cities and counties, and your region have agreed to use to address the top issues described in the previous bullet.*

The City coordinates and works regularly with both WSDOT and Oregon Department of Transportation (ODOT) on bus-on-shoulder-lanes on I-5 and I-205 north and south of the Columbia. The City meets quarterly with Oregon Metro, the regional metropolitan planning organization, on the regional travel options program. The City implements GetThereSWWashignton.org to promote carpooling matching, trip planning, and earning rewards. GetThereSWWashington.org is a subnetwork of the GetThereOregon.org platform that ODOT administers. The City of Vancouver Public Works department regularly meets with the Port of Vancouver to meet freight travel reliability. The Cities of Camas, Washougal, and Vancouver, and Clark County regularly meeting to coordinate on construction and transportation system improvements. Finally, RTC, Clark County and the ities of Camas, Washougal, and Vancouver are working together to come up with a plan for airport travel via

Performance targets

5. List your jurisdiction's CTR performance target(s).[25]

a. List performance targets that reflect only CTR-affected worksites.

The City adopted the state's performance target of a weighted average drive-alone rate of 60 percent or less for CTR-affected worksites at the jurisdictional level.

b. List any additional performance targets.
None.

6. List the base value you'll use for each performance target.[26]

a. For each performance target, provide the number you'll use as the baseline (or starting number). You'll measure the difference between this number and your results to report performance.

Performance targets will be tied to the CTR survey. We will establish a base value during the 2023-2025 survey cycle and measure progress using the 2025-2027 survey results.

7. Describe the method you used to determine the base value for each target.

a. Provide the source for each base value listed.

Performance targets will be tied to the CTR survey. We will establish a base value during the 2023-2025 survey cycle and measure progress using the 2025-2027 survey results.

8. Describe how you'll measure progress toward each target.

a. List the method you'll use to measure progress for each target.

We will measure progress using the 2025-2027 survey results.

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[25] Source: The plan shall establish the jurisdiction's CTR goals and targets. (WAC 468-63-040(2)(b))

[26] Source: The plan's measurement methodology shall be consistent with the measurement guidelines established by WSDOT and posted on the agency's website. (WAC 468-63-040(2)(c))

9. List your jurisdiction's CTR-affected worksites.[27]

a. List all your CTR-affected sites.

- Banfield Pet Hospital Vancouver Headquarters
- Bonneville Power Administration Dittmer Control Center
- Bonneville Power Administration Van Mall
- Bonneville Power Administration Construction Services
- Charter Communications Call Center (VCOE)
- City of Vancouver City Hall
- City of Vancouver Fire Station 5
- City of Vancouver Firstenburg Community Center
- City of Vancouver Marshall Community Center
- City of Vancouver Operations
- City of Vancouver Vancouver Police Department West
- Clark College Vancouver
- Clark County Public Service Center
- Clark County Health Department
- Clark County Public Works
- Clark Public Utilities Electric Center
- Clark Public Utilities Operations Center
- Columbia Credit Union Vancouver
- Columbia Machine Vancouver
- Frito Lay Vancouver
- Hewlett Packard Vancouver
- Kaiser Permanente Salmon Creek Medical Office
- Kaiser Permanente Cascade Park Medical Center
- Legacy Salmon Creek Hospital Medical Center
- Molecular Testing Labs Vancouver
- nLight Corporation Vancouver
- PeaceHealth Shared Services Center
- PeaceHealth Southwest Medical Center
- PeaceHealth MacArthur
- PeaceHealth Physicians Building (505 Building)
- Roadmaster Inc. Vancouver
- SEH America, Incorporated Vancouver
- The Columbian HQ
- The Vancouver Clinic Washington Remote
- The Vancouver Clinic Evergreen
- The Vancouver Clinic The Vancouver Clinic
- The Vancouver Clinic Columbia Tech Center
- The Vancouver Clinic Salmon Creek & Salmon Creek 2
- UL LLC Vancouver
- US Digital Vancouver
- US Federal Highway Administration Western Federal Lands Highway Division (WFLHD)
- VA Medical Center Veterans Administration Medical Center
- WA State Dept. of Social and Health Services Columbia River CSO
- WA State Dept. of Social and Health Services Vancouver - DCS
- WA State Dept. of Transportation SW Region Headquarters
- Washington State University Vancouver Campus
- Zayo Group Vancouver One
- ZoomInfo Vancouver

10. List a performance target for each CTR-affected worksite.[28]

a. For any performance targets tied to the CTR survey, indicate that you'll establish performance targets during the 2023-2025 survey cycle.

The City adopted the state's performance target of a weighted average drive-alone rate of 60 percent or less for CTR-affected worksites at the local level.

11. List the base value you'll use for each site.

a. For any performance targets tied to the CTR survey, indicate that you'll establish a base value during the 2023-2025 survey cycle.

Performance targets will be tied to the CTR survey. We will establish a base value during the 2023-2025 survey cycle and measure progress using the 2025-2027 survey results.

[27] Source: The plan shall also identify the major employer worksites, including affected state agency locations, within the jurisdiction's affected urban growth area and any major employment installations. (WAC 468-63-040(2)(e))

[28] Source: The plan shall describe the base year values and numerical targets for each major employer worksite required to participate in the CTR program. (WAC 468-63-040(2)(b))

Services and strategies

12. Describe the services and strategies your jurisdiction will use to achieve CTR targets.[29]

Strategies may include but are not limited to:

- Education to ensure transportation agencies, workplaces, and the public consider and understand TDM.
    - Special transportation service for efficient transportation to special events.
    - Transportation allowance for commuters rather than free parking.
    - Maximizing transit service efficiency and effectiveness.
    - Park and rides at urban fringe transit stops.
    - Vanpool programs.
    - Rideshare marketing and rideshare matching.
- Bi-state and regional commuter connections, including construction management and Vancouver Amtrak improvements.
- High-occupancy vehicle lane preference for transit and rideshare vehicles.
- Free transit zones in commercial centers.
- Bicycle and pedestrian facility improvements.
- Bike lockers at transit stops, including Vancouver Amtrak, and bike racks on transit vehicles.
- Guaranteed ride home programs to provide a limited number of free rides home for transit and rideshare commuters.
- Remote work from home to avoid commute trips.
- Alternative work hours, through flex time and alternative work weeks (e.g., four 10-hour days).
- Addressing security concerns of rideshare, transit, bicycle, and pedestrian commuters.
- Parking pricing for users.
- Road pricing such as road tolls and congestion pricing.
- Mileage fees per mile, such as charges for road use and/or distance-based vehicle insurance and registration fees.
- Fuel tax increase.

Such TDM strategies will become increasingly important as travel demand in the region continues to grow and transportation investments do not keep pace. TDM strategies can help preserve transportation system capacity.

13. Describe how jurisdiction services and strategies will support CTR-affected employers.[30]

- Implementing parking management strategies will help transition employees from thinking there is unlimited free parking right at their destination. Reducing the amount of land needed to serve surface parking will allow land to be used for other high-priority uses such as expansion of housing stock. Decoupling parking minimums from housing development will support affordable housing and minimize growth in real estate costs.
- Funding carpool matching and emergency ride home helps employers comply with municipal code and promotes the program goals. Funding campaigns and events to promote the platform and program increases awareness and engagement. The more people that know about the platform and program the more support employers have for implementing excellent commuter benefits.
- Offering transit subsidies and incentives gives employers a tool to encourage transit and travel options to employees. This will directly increase transit use, particularly among choice riders.
- Provision of a business access and transit lanes lane for the bus rapid transit line will speed up bus rapid transit trips, increase travel time reliability and make transit more attractive. The City is committed to transit-supportive infrastructure on our enhanced transit modal network and providing strong connections toe regional growth centers and nodes. BRT or "The Vine" is progressing rapidly in Clark County. C-TRAN currently has The Vine on Fourth Plain and Mill Plain and is planning for The Vine on Highway 99 to being in 2027.

14. Describe barriers your jurisdiction must address to achieve CTR targets.[31]

a. Describe how you'll address these barriers.

Infrequent transit service: Most CTR-affected worksites are located near a C-TRAN bus route; however, transit service is infrequent, sometimes only coming once an hour. It is often two or three bus connections to get an employee to work via bus at a CTR-affected worksite. **How addressing:** The City works with C-TRAN to provide feedback on bus service to major employers. Feedback from the 2025-2029 CTR Local Plans is incorporated into the C-TRAN 2045 planning process. Campaigns and promotions to educate and encourage people about bus routes, park and rides, and multi-modal transportation can help some people make transit work for their commute.

Disconnected active transportation facilities: Active transportation facilities are increasingly available for employees to use to get to work. Many CTR-affected worksites are located near a bicycle and small mobility lane or multi-modal path, but the system of protected facilities is incomplete and there are difficult connections. **How addressing:** The City leverages The 5 E's - Education, Encouragement, Enforcement, Evaluation, and Engineering to create a transportation system for all ages and abilities. The City's Complete Streets Program works to build facilities for all ages and abilities every time a street gets repaved. Vancouver is creating new social norms about how people can get around town. Multi-modal travel, using transit and bikes/e-bikes gets people around fast and efficiently. Campaigns and wayfinding are key priorities to communicate these new social norms to community members.

Lack of micromobility and shared active transportation options: Vancouver does not have bikeshare, scootershare, or carshare for people to use. **How addressing:** The City outlines micromobility and shared transportation options as a priority in the 2024-2044 Transportation System Plan. The City is actively seeking grant funding to plan for programs. The City is actively building more bicycle parking to accommodate a bikeshare system and is completing a downtown parking plan to study other shared transportation options and the impact on parking supply/demand.

Disconnect between telework and employer participation: Many employers post-COVID offer hybrid and remote work where employees infrequently come into the physical worksite location. Since employees are not commuting, employers do not understand why they need to participate in the Commute Trip Reduction program. **How addressing:** City staff educate employers on the CTR requirements and how remote work is an excellent commute trip reduction strategy. City staff work to make the program as easy and simple as possible for CTR-affected worksites where remote work is used frequently.

Primary commuter destination is Oregon, outside of jurisdiction: Local streets where a CTR-affected worksites are located see little congestion. Employees do not sit in traffic to CTR-affected worksites in Vancouver and Clark County. Commute related congestion is concentrated on I-5 heading south in the morning – mostly to worksites and employers located in Oregon. **How addressing:** The City hosts GetThereSWWashingon.org to promote bi-state commuter connections and connect carpoolers. The City is researching additional marketing strategies to boost enrollment and engagement with the platform. The City is also researching a pre-tax commuter benefits ordinance that would affect businesses with 20 or more employees that live or work in Vancouver. This ordinance would expand the affected businesses to Oregon and bring more commuter benefits to people who live in Vancouver and Clark County and travel to Oregon for work.

High employee transportation coordinator turnover and lack of worksite support: Designation of an employee transportation coordinator is the responsibility of the CTR-affected employer. Often these duties are tacked onto a wholly unrelated job with no internal support. It is challenging for City staff to identify new ETCs and engage worksites after ETC turnover. **How addressing:** City staff will support employee transportation coordinators through monthly check-ins and an annual worksite audit. In addition, the City staff will host a quarterly networking meeting for employee transportation coordinators to share their experiences and solutions.

15. Describe the transportation demand management technologies your jurisdiction plans to use to deliver CTR services and strategies.

C-TRAN and employee transportation coordinators use the GetThereSWWashington.org platform to form carpools and vanpools, to track their use, and to promote and incentive non-drive-alone modes. They use the state's CTRSurveyTool.org to conduct worksite surveys and complete program reports. They use Lyft to administer the Emergency Ride Home program for employees. The Transit app is C-TRAN's preferred transit tracking and trip planning tool and is promoted throughout the program. Ride with GPS and Strava are heavily used by bicycle commuters and are promoted as the preferred bike trip planning tool by employee transportation coordinators.

16. Transcribe or link to your local CTR ordinance.[32]

See ordinance attached. No changes are needed but may be explored to increase effectiveness.

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[29] *Source: The plan shall describe what local services and strategies will be implemented to achieve the plan's goals and targets, and how these services and strategies will support the CTR programs of major employers. Strategies may include, but are not limited to: (i) Modifications of local policies and regulations, including the transportation concurrency system, street design standards, parking, and zoning; (ii) Investments in services and facilities, including transit services, nonmotorized facilities and amenities; and (RCW 70.94.527(5))(iii) Marketing and incentives. Transit agencies shall work with counties, cities and towns as a part of their six-year transit development plan established in RCW 35.58.2795 to take into account the location of major employer worksites when planning and prioritizing transit service changes or the expansion of public transportation services, including rideshare services. (WAC 468-63-040(2)(d))*

[30] *Source: The plan shall describe …how these services and strategies will support the CTR programs of major employers. (WAC 468-63-040(2)(d))*

[31] *Source: The plan shall evaluate the existing barriers to the success of the CTR program and identify how the jurisdiction and its partners can overcome these barriers. (WAC 468-63-040(2)(a))*

[32] *Source: The plan shall describe the requirements for major employers that will be outlined in the local ordinance. (WAC 468-63-040(2)(e))*

17. Describe your financial plan.[33]

a. Describe the estimated average annual costs of your plan.

The average annual costs of the City of Vancouver Commute Trip Reduction Plan are $142,900.

Activity	**Estimated average annual cost**
Employer engagement*	$47,900
Commute Trip Reduction 4-year plan	$20,000
Performance Reporting**	$30,000
Administration***	$45,000
Total	**$142,900**

*Includes identifying worksites and employee transportation coordinators, conducting training, providing technical assistance, offering incentives and tools, and reviewing employer CTR plans.

**Includes worksite surveys and program reports administration, analysis, and reporting.

***Includes financial and program management; CTR for city employees, involvement in comprehensive, regional transportation, transit planning, parking demand management; transportation demand management technical assistance to capital projects, parking services, climate office, human resources, etc.

b. Describe likely funding sources, public and private, to implement your plan.
The funding sources include biennial Commute Trip Reduction formula funding from the Washington State Department of Transportation.

18. Describe your implementation structure.[34]

a. Describe who will conduct the activities listed in your plan.

Activities will be conducted by, but not limited to, the City of Vancouver, transportation management association, and contractors.

b. Indicate who will monitor progress on your plan. List job title, department, and name.

Transportation Demand Management Coordinator, Community Development, Olivia Kahn.

19. List your implementation schedule.[35]

a. Provide the timeline for anticipated projects.

1st Biennium – July 2025 to June 2027	2nd Biennium – July 2027 to June 2029
Provide commute and other employee transportation coordinator services to employees.	Provide commute and other employee transportation coordinator services to employees.
Identify worksites and employee transportation coordinators.	Identify worksites and employee transportation coordinators.
Train and provide technical assistance to employee transportation coordinators.	Train and provide technical assistance to employee transportation coordinators.
Review employer CTR plans.	Review employer CTR plans.
Assure worksite surveys and program reports are completed by worksites.	Assure worksite surveys and program reports are completed by worksites.
Conduct financial and program management.	Conduct financial and program management.
Engage in comprehensive, regional transportation and transit planning.	Engage in comprehensive, regional transportation and transit planning.
Provide transportation demand management technical assistance to capital projects, parking services, climate office, human resources, etc.	Provide transportation demand management technical assistance to capital projects, parking services, climate office, human resources, etc.
Support bicycle parking implementation program.	Support bicycle parking implementation program.
Support pre-tax commuter benefits ordinance.	Develop 2029-2033 four-year CTR Local Plan.

20. Describe the CTR plan for jurisdiction employees.[36]

a. Describe the services, programs, information, and other actions your city or county put in place to help its employees reduce their drive alone commute trips.

The City of Vancouver is a regional leader in providing commuter benefits to its employees. In December 2022, after extensive community and stakeholder engagement, City Council approved a resolution to adopt the City's Climate Action Framework, a roadmap to support a just and equitable transition to community-wide carbon neutrality by 2040 and to build the City's resilience to the impacts of climate change. The following greenhouse gas (GHG) reduction goals guide our work:

- An 80% reduction in GHG emissions by municipal operations by 2025.
- An 80% reduction in GHG emissions by the Vancouver community by 2030.
- Carbon neutrality by both municipal operations and the Vancouver community by 2040.

The City of Vancouver Commute Trip Reduction (CTR) Benefit is administered through Human Resources with support from the TDM Coordinator in Community Development. As of June 2024, April Stinson is the Employee Transportation Coordinator for the City of Vancouver.

In 2022, the City embarked on a commuter benefits evaluation to enhance the City's commuter benefits package to better encourage non-drive-alone modes to get to work. Moreover, the City implemented telework agreements with 467 employees across 12 departments and is further evaluating how more employees that can work from home, have access to do so.

The City offers employees the option to choose either a monthly cash stipend or a 100% subsidized monthly transit pass if they commit to using it for at least 50% of their physical commute to work (not including telework or remote workdays). In June 2023, the City increased the commute stipend from $25 to $75 per month and increased the transit pass from a local to a regional monthly pass, to include the Tri-Met buses and light rail in Portland and beyond. On top of that, the City has been piloting a $5 daily cash bonus for employees who do not drive alone and park at the office since June 2023. The daily cash bonus is intended to support employees during parking rate changes in Downtown Vancouver, in addition to meeting the Climate Action Framework goals.

In addition to the monthly cash stipend and 100% subsidized bus pass, the City offers:

- Intranet to centralize all commuter benefits and commute options information.
- Quarterly communications in City newsletter and publicize challenges and campaigns.
- Secure bicycle parking and showers and lockers.
- Emergency Ride Home program with Lyft.
- Carpool matching and trip logging platform through GetThereSWWashington.org.
- Carpool parking permits and priority parking.
- Bus passes for employees who do not already have a bus pass and choose to travel by bus/transit for meetings and workday travel.

Finally, the City administers the CTR survey to all City worksites, not just those with 100 or more employees. The City also completes the biannual program report and reports annually to Council leadership on Employee Commute performance metrics. The City is a leader in CTR amongst employers in the Clark County Commute Trip Reduction program.

21. Describe how the CTR plan for jurisdiction employees contributes to the success of the overall plan.[37]

a. Describe how the plan for jurisdiction employees reinforces the success of the jurisdiction plan?

Actions in the city-as-employer plan and strategies like the Climate Action Framework indicate the City's commitment to Commute Trip Reduction. The City uses the jurisdictional plan as the guidebook for what the City should be offering for commuter benefits. The City strives to offer the best and most encouraging commuter benefit to City employees to lead by example and prepare other employers for the new normal in commuter benefits offerings in Southwest Washington. The City actively participates in forums to foster relationships and share knowledge and best practices with employee transportation coordinators.

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[33] *Source: The plan shall describe the funding revenues from public and private sources that are reasonably expected to be available, as well as the expected costs, to implement the plan and achieve its goals and targets. (WAC 468-63-040(2)(g))*

[34] *Source: The plan shall describe how the various strategies identified in the CTR plan will be implemented, either by the local jurisdiction, its partners, or its contracting partners… (WAC 468-63-040(2)(h))*

[35] *Source: The plan shall describe …when the elements of the plan are expected to be implemented. (WAC 468-63-040(2)(h))*

[36] *Source: The plan shall also describe the program that the local jurisdiction will offer to its employees. (WAC 468-63-040(2)(e))*

[37] *Source: The plan shall also describe the program that the local jurisdiction will offer to its employees and how this contributes to the success of the overall plan. (WAC 468-63-040(2)(e))*

Alignment with plans

22. List the transit agencies that provide service in your jurisdiction.

- C-TRAN is the transit service provider in Clark County.
- Tri-Met provides transit service south of the Columbia River in Portland and the metro region. Many commuters use the Tri-Met system to connect to C-TRAN.

23. List the transit plans you reviewed while developing this plan.

- C-TRAN 2030 long-range plan
- C-TRAN 2045 long-range plan (in development)
- TriMet Vision 2030 Business Plan FY2025 – FY2029

24. Describe how this CTR plan supports the transit plans.

Employer engagement and promotion: Increase the use of transit, especially among choice riders, and increased availability of subsidized transit passes and commuter benefits.

Engagement in the planning process: Increases awareness of and support of travel options.

Incentives: Increases visibility to the CTR program and offers a "carrot" for employees to provide a benefit.

Marketing: Increases awareness of transit options.

Parking management strategies: Reduces and manages the supply of parking with parking minimums/maximums and market-rate pricing.

25. Describe any comprehensive plan updates that are needed and when they will be made.[38]

The desire for sidewalks, bikeways, trails, pedestrian crossing, bicycle and small mobility parking, parking management strategies like minimums/maximums will be considered in the next Comprehensive Plan update.

[38] *Source: The local jurisdiction shall review the local comprehensive plan to ensure that it is consistent with the local CTR plan. If the local jurisdiction determines that the local comprehensive plan needs to be updated or amended to be consistent with the local CTR plan, the local jurisdiction shall identify in the local CTR plan what changes may be needed and when the changes will be made. (WAC 468-63-040(1)(c))*

Engagement

26. Describe stakeholder engagement.[39]

a. Who did you talk to?

The CTR program administrator organized the following engagement strategies to gather community and stakeholder input to inform the plan:

- Clark County CTR Program Feedback Survey
- Conversations with stakeholders and vulnerable groups
- Conversations with CTR-affected employers and their employees
- In-person engagement activities like tabling events, resources fairs, farmers markets and more

The topics included: opportunities and barriers to commute options, strategies and programs local jurisdictions can offer to promote non-drive-alone travel options, and general education on the CTR Program and its requirements.

b. When did you talk to them?

Engagement occurred over the course of five months between April 2024 and September 2024.The below table lists each engagement activity, who we talked to, when we talked to them, and what they had to say.

Engagement Activity	Date	Summary
Clark County Commute Coaching	October 2023 to October 2024	• Great interest in bicycle and small mobility riding and rolling. • Concerns with vehicle speeds and safe crossings. • Transit safety concerns. • Concerns with buses being canceled and the elimination of local transit routes. • Lack of knowledge and understanding of Transit App for real-time transit info. • Concerns with the verification process of the online carpool matching. • Great interest in incentives and subsidies for taking non-drive-alone modes. • Need for more information and communication about the program and benefits. • Desire for employers to provide commuter benefits to all employees, including temporary and contractors. • Desire for more bicycle parking, including secure bicycle parking that is out of the weather. • The weather and dark winters make it challenge for even all-weather bikers to continue riding. • Transit offers a time and space to rest your body and mind, and connect with your community.
Clark County Public Utilities Employee Engagement	April 2024	• Interest in how electric vehicles can be incorporated into the program. • Desire for EV charging. • Desire for more bicycle parking.

Multicultural Resource Fair	June 2024	• Spoke to many families, youth, and community members at large about the transportation options available to them. • Gave out a multitude of reflective ankle bands and a few rechargeable bike lights. • Interest in the bike garden and more safe biking areas for people learning to ride. • Concerns with the safety of carpool matching on Get There (the inability to background check). • Youth excited for C-TRAN Youth Opportunity Pass. • People have bikes but lack protective gear or locks. • Desire for a Bike Basics Class.
Vancouver Farmers Market	June 2024	• Concerns with speeding and traffic noise pollution. • Concerns with lack of enforcement. • Confusion about trip planning app vs web platform. • Desire for more wayfinding. • Desire for more bicycle and small mobility infrastructure like protected bike lanes and trails.
Vancouver City Council Workshop – Transportation Demand Management Programs Update	June 2024	• Interest in how TDM program incorporate accessibility. • Interest in how we can expand and sustain telework rates as they appear to be the most effective in our region for decreasing drive-alone rates. • Affirmation that employer engagement and commute trip reduction benefits and programs are critical to achieving climate, safety, and equity goals. • Desire for more programs that offer heavily subsidized or free transit passes.
Heights Bike Garden Opening	June 2024	• Provided information about Complete Streets, GetThereSWWashington.org, the Comprehensive Plan Update and bicycle safety information. • Distributed reflective ankle straps and light up reflectors. • Discussed bike and pedestrian safety with event attendees, including adults and children and how various transportation projects are helping improve safety throughout the city and Clark County.
East Vancouver Neighborhood Convening	June 2024	• Neighborhood associations shared information about organization management, fundraising, collaboration on events, and more. • Neighborhood associations heard a citywide update from communications staff. The update included the travel options program, GetThereSWWashignton.org, and complete streets throughout East Vancouver.
Downtown Vancouver Parking Small Group Discussion	June 2024	• While there might be an abundance of available parking in downtown Vancouver, it feels like there is not parking for people. • Many people feel driving is the only option to get downtown; waterfront is often over 80% occupied and there is no transit service. • City is pedestrian friendly downtown, and we are ahead of some places, still a lot to do. • Enforcement for ADA parking compliance needs to be more costly. • Curb access for people using mobility devices and safe loading spaces for paratransit services.

		• How are ADA spaces prioritized and maintained for events in downtown. • Fix the streets/crossing to make it easier to roll / use mobility devices. • People want pedestrian only spaces, the ability for artists to perform and gather, and more accessible parking. • People want more safe and secure bicycle and small mobility parking in downtown. • Need 8 feet of clearance to unload out of an ADA vehicle (rear and ride). • Need notification of curb repair/redesign/maintenance. • Be mindful of what all is on the curb (sandwich boards, etc.) and where the bike racks are placed, do they make the sidewalk inaccessible to people with a mobility concern.
C-TRAN	July 2024	• Weigh the proximity of employers and transit services. • Target the main corridor employers such as Main St, Mill Plain, and Fourth Plain. • Highway 99 outreach. • Invest in education and outreach. • Travel Options brochure (GTSWWa). • Education on the Transit App. • Increase vanpool groups. • Coupons and subsidized passes for rideshare. • Alleviate the uncertainty through social media. • Use the Travel Training program. • Support our mission to ramp up ridership. • Mailers, face-to-face engagement, field trips and more engagement. • Add GTSWWa Information on C-TRAN website. • GTSWWa Channel Card in C-TRAN
Downtown Camas Association	July 2024	• We need more carpool parking, affordable parking for customers, light rail from Portland, more frequent transit to Downtown Camas, shuttles for events, and in general more positive messages around transit. • Port of Camas/ Washougal lost business because of lack of transportation especially at early/ late hours for swing shift staff. • 'Leak to Vancouver' shopping and dining because it is easier to go west than it is to go south to Downtown Camas • We need to focus on where we can we make the most impact on people's commutes. For example, transit to the Port of Vancouver, major events like the Farmers Markets, and major employers and commercial districts. • Need more engagement at community events to spread information and include in newsletters.
Community in Motion	July 2024	• The issue is the infrastructure: bike lanes are unsafe, bus stops are too far apart, and need better infrastructure. • Use social media, make transit exciting, lower the barriers, lessen the stigma. • Insulated grocery bags are a useful giveaway.

		• Create incentives, education, events, carpool information to work with local businesses. • Guided bus tours to shopping and grocery centers for vulnerable groups. They don't use Instacart.
Chamber of Commerce	July 2024	• People are open to travel options but concern with safety, safety Issue with loitering along bus lines. • Many communities never had to take public transit. • Commuting from Brush Prairie and other more suburban and rural communities is nearly impossible. Many communities do not have frequent service. • Mental Health concerns to telework. • Activating the community to shop and be active in local resources and downtown while also lessening travel trips. • Concerns with IBR and the duration of construction and impacts on local businesses. • Education (giving opportunities and tours/ teambuilding opportunities), more Travel Training • Creative rideshare services like circulator shuttles parked around downtown for businesses, a moveable shuttle shoppers. • Parking faraway means more consumer activation. • Main street should be walkable as the mall. • Collab with Chamber/ Gameify keeping cars at home. • "Community Currency" 75+ Companies as incentives to encourage spending money in the community, merchant gift certificates on our travel prizes, opportunities for corporate packages

Summer Fest Picnic in the Park	July 2024	• Community engagement with many individuals and families highlighting travel options, IBR, C-TRAN youth opportunity pass, New Movers Program, bike safety, and asking folks about their commutes.
		• Many expressed excitement for the C-TRAN youth opportunity pass, not knowing their kids could ride public transit for free. And many adults were eager to know how to utilize HOP pass and Mobile Wallet to pay their bus fare.
		• Many expressed a desire for a bridge or a ferry on either side of I5, Troutdale to Camas and St. Helens to Ridgefield.
		• Community comments:
		  ○ Bike/ bus lanes underutilize the space
		  ○ Morelight rail and streetcar to outer towns and Portland would be helpful (but not just to Downtown)
		  ○ More carpool lanes
		  ○ Charging stations at libraries
		  ○ Free public transit
		  ○ Pothole repair: We had one person asking where to file a claim against the City for a pothole that damaged their car
		  ○ More cleaning and sidewalk maintenance
		  ○ 'The Current' is confusing and isn't consistent to its location jurisdiction.

		○ Bike lane barriers zebra ziclas are “overrated, overpriced, and dangerous to bikers” ○ City needs to update cycling maps (2019) ○ Community wants more sharrows and more wayfinding signs ○ Feedback card that says “second chance housing options, more unique veteran programs, and shelters for whole families and pets” • Overall, very good engagement, gave out lots of waters and prizes. Connected with realtors about New Movers program, and families about the Vancouver Heights Bike Garden. Hoping for more little cyclists to join the ranks.
CTR Employer Small Group Discussion	July 2024	• Top priority for ETCs in attendance was equity (ensuring all members of our community have adequate, safe access to commute options). • Their second priority was transportation safety with traffic congestion being a close third. • ETCs top priority investment from local jurisdictions was to support employers with telework and hybrid work options. Their second top priority was for local jurisdictions to build more safe infrastructure for walking and biking. • When asked what would help people drive-alone less, ETCs in attendance said overwhelmingly more frequent, reliable, and accessible public transit service. • When asked what would get people to talk commute options more, ETCs in attendance said a cash stipend for not driving-alone to work.
Rose Village Neighborhood Picnic	August 2024	• Staff attended the Rose Village Neighborhood Association Picnic in the Park event. • We met with many community members, organizations, and religious groups. • These included: volunteers and patrons of River City Church. Organizers of Fourth Plain Forward and the Board of Rose Village Neighborhood Association, Karen Morrison from Odyssey World, Vancouver Bee Project, many neighbors within Rose Village. • Parking concerns in Fruit Valley. • We spoke to Marie Gluesenkamp-Perez about the TMC Community Forum. • We spoke with many neighbors about the Current as their (one and only) public transportation option in their neighborhood but many seemed excited about the prospect of a $1 uber. • We spoke with one community member who drives and uses a mobility aid who would like to take public transit more but there is a massive hill on 39th Street to get to the closest bus stop and a lack of sidewalks in their neighborhood, so they often opt to drive instead. 29th and 33rd Streets underdeveloped "sharrows" were brought up along with high speeds of vehicles through those corridors creating an unsafe experience for bikers and their families.

		• Mark, a board member, was disappointed at the removal of C-TRAN routes from and around Rose Village including route 240 along with several others.
City of Camas	August 2024	• Align with TSP to provide more multi-modal access; want people to make short trips by biking, walking, rolling, and taking transit. • Safety and more protected infrastructure for people to bike, walk and roll needs to be addressed for people to feel comfortable taking travel options. • Remove barriers for ADA access. • Camas workers commuting to and from Vancouver, Portland need better travel options. • Good network of property for commuting and recreational use, North Shore Construction, and land use. A lot of people recreate in Camas using bike trails for recreation but not commuting, why? • Stipend for retirement funds for generations closer to retirement for carpool/ transit users. • Invest in community activities in lieu of working from home; invest in community events to spread the word about travel options. • Increase incentives to encourage more carpool matching and increase marketing of GetThereSWWashington.org. • Increase bicycle parking at farmers markets, community events, parks, and other gathering spaces. The region desperately needs more bicycle parking.
Vancouver Downtown Association	August 2024	• Safety; making sure all folks have safe, accessible, direct routes and wider sidewalks with reliable, consistent, and convenient transportation. • Education and culture shift; educate and target suburban community in region. • Offer a free trial to taking travel options. • Carpool matching and incentives. • More rural direct access for community member that live farther from daily needs.
Clark Bicycle & Pedestrian Advisory Committee	August 2024	• Safety and major concern for high injury bike/ ped networks. There is a lack of protected places to ride your bike, so a lot of people are riding right next to cars going a high speed. This creates a high-stress network for people biking and walking, and driving. • We need more safe and comfortable infrastructure. • There is a lack of connectivity in the street network and funneling traffic to major roadways, which creates safety and congestion concerns. • We need more bicycle parking in Clark County. • There needs to be more education of travel options to community members. Mailers, marketing, event invites, school-based education, and more.
Washington State School for the Blind	August 2024	• C-TRAN cancels trips a lot and often it is not reflected on their website or transit. Invest in Uber/ Lyft vouchers for cancelled trips. • There should be express service and better connection between Longview/ Kelso (include casino) for our

		students that live in those areas as well as commuters from Northern cities. • Cowlitz county has a bus that comes from Longview/ Kelso, but it is very few and far between. • Commuting to the train station is difficult, confusing, dangerous, and tiresome for all people but especially those who are blind/ low vision. We need regional investment to increase access to the train station. • We need more express buses from Vancouver mall and other major hubs in Clark County. • "I like The Current. Needs expansion." • C-TRAN needs to work harder to get people there faster, it takes longer to wait for the 60 then to walk across the bridge to Portland. • Truncated domes and curb cuts perpendicular not diagonal for people walking with a disability. • Getting the word out about The Vine construction work and when stops will be without service. • Add a carpool lane north of the I-5 bridge. • Need a more reliable and robust system, "the biggest complaint from folks I work with is it takes two hours to get from point a to point b, but when I could drive it took 10 minutes."
National Night Out	August 2024	• People were receptive to the message, although their community isn't as well connected. Some groaned at the idea of walking to the bus stops, which are a few blocks away. Neighborhood is quite spread out, little reason to explore. • The Get There bags are by far the most popular swag item! It is hard to convince older folks to try transit, even when they've taken it in the past. • Talked to many neighbors and connected over transit, cycling, and construction happening around their neighborhood. Heard a lot of interest from the younger generation and from folks wanting to try cycling/ transit collaboration. • Folks frustrated by lack of connection to Portland (especially the minimal service of the #67 PDX bus from Fisher's to the airport) and Camas and overall lack of reliable service. • Lots of concern about safety.
Harney Heights Neighborhood Association Summer BBQ	August 2024	• As a community that is closer to bus rapid transit options like the Red Vine and Green Vine, many were more receptive to discussions about using it. A reoccurring issue, which came up 3 times at this event, was folks who work evening or night shifts. "I'm pretty excited about Vancouver, I've got to say", someone said when we discussed how much has changed on the waterfront and the new bus rapid transit. • Burnt Bridge Trail continues to be a sticky topic. We gave out the most literature by far at this event! Getting more up to date cycling maps and having a simple C-TRAN map in general might be good to give out.

Clark County Commute Options Feedback Survey	July to August 2024	• Advertised to CTR employers, through GetThereSWWashington.org, via stakeholder outreach, and on social media. • 252 survey responses collected over one month. Two survey responses were in Spanish. • Most survey responses were from people who work in Vancouver, which makes sense since that is where most employment is in Clark County. 32 respondents said they lived in Oregon and 100% of them said they worked in Vancouver. 22 respondents said they lived elsewhere, most likely in North Clark County. • People who responded to the survey primarily live in Vancouver but the distribution across Camas, Oregon, unincorporated Clark County, and elsewhere is relatively even. Among survey responses, the fewest live in Washougal. • When asked their gender, 57% responded female, 37% male, and 1% said non-binary. The remainder said prefer not to answer. • When asked their race or ethnicity, 72% responded White, 3% Hispanic/Latino and White, 3% Hispanic/Latino, 3& Black/African American, 3% Asian, 1% American Indian & Alaska Native and White, 1% Native Hawaiian & Pacific Islander, and 1% Asian and White. The remaining 11% said prefer not to answer. • When asked their household income, 46% said $100,000 or more,. 33% said between $50,000 and $100,000, and 8% said below $50,000. The remaining 11% said prefer not to answer. • When asked their primary commute mode, 39% said drive-alone, 36% said remote work, 8% said bicycling, and 6% said carpool or transit. Walking, e-biking, and compressed work weeks made up about 2% each. The remaining respondents said other. • Respondents said traffic congestion, climate change, and equity are the top three most important community issues cities, counties, and regions should consider in their commute trip reduction plans. While traffic congestion has the greatest number of responses as the top issue, it is only a top priority for drive-alone and remote work respondents. Climate change is the top priority for all other respondents that bike, carpool, e-bike, take transit, and walk as their primary commute mode. • Nearly half of respondents said they want cities, counties, and regions to consider how to support employers with telework and hybrid work options in their commute trip reduction plans. A third of respondents said they wanted cities, counties, and regions to run programs and provide incentives to reduce car trips as their top choice. Another 11% said their top choice was to build more safe infrastructure for walking and biking. • Looking at investment by respondent primary commute mode shows that people using active transportation overwhelmingly want local jurisdictions to run

		programs or provide incentives to reduce car trips and to build more safe places to bike and walk. Drive-alone respondents also want more safe places to bike and walk, but what they desire more is support for telework and hybrid work and programs and incentives to reduce car trips. Vancouver • Climate change is the primary concern for people who work in Vancouver and responded to the survey. • Traffic congestion is the primary concern for people who live in Vancouver and responded to the survey. • People who live in Vancouver and responded to the survey primarily want local jurisdictions to work with employers to support telework and hybrid work options. They also want the City to run programs or provide incentives to reduce car trips. Finally, many people want to see more investment in safe infrastructure for walking and biking in Vancouver. Camas • Traffic congestion is the primary concern for people who work in Camas and responded to the survey. • Climate change and traffic congestion are tied as the primary concern for people who live in Camas and responded to the survey. • People who live in Camas and responded to the survey primarily want local jurisdictions to work with employers to support telework and hybrid work options. They also want the city to build more safe infrastructure for walking and biking. Many respondents also want the City to invest in programs and incentives to reduce car trips. Clark County • Traffic congestion is the primary concern for people who live and work in unincorporated Clark County and responded to the survey. Climate change is second for people who live in unincorporated Clark County. • People who live in unincorporated Clark County and responded to the survey primarily want local jurisdictions to work with employers to support telework and hybrid work options. They also want the County to invest in programs and incentives to reduce car trips. Washougal • Traffic congestion is the primary concern for people who live in Washougal and responded to the survey. • People who live in Washougal and responded to the survey primarily want local jurisdictions to work with employers to support telework and hybrid work options.
Art & Nature Walk in Park	August 2024	• The bulk of the people we spoke to weren't from the Bagley Downs Neighborhood. This made it a bit difficult to discuss their transit and walking options easily. Still, we were able to talk to recent movers and handed out a lot of flyers to Spanish speaking individuals. Sentiment was quite positive; many folks were happy to learn that kids rode free on C-TRAN.

		• Placement is key, and it might have been wise to advocate for a spot near the neighborhood association table. This could have attracted more local folks to talk to.
Fourth Plain Forward	August 2024	• Many concerns for low-income population in Vancouver. These included: emotional weight/ added stress of navigating carpool/ transit for those already overburdened, lack of flexibility in work environments for tardiness, the freedom and emotional release of having a vehicle for those living in multi-generational households, even during inclement weather or extenuating circumstances when buses don't run the poorest workers still must report for work and on-time. • Insufficient transit routes, inconsistent service -- community does not feel like it can rely on transit. • Pacifica and Chuukese community have been passed by bus drivers while waiting at stops. • For walking and biking, there is a lack of trust and a lack of infrastructure so that the community does not trust it as a viable option. • There are air quality concerns in this community. • The alignment of freeways in Clark County makes it very difficult to commute as a bike rider north to south and east to west. • There is a lack of bike shops in the community. • Invest in bike infrastructure and more bike repair stations. "There are many costs associated with the privilege of being a bike rider", "Why would someone pay hundreds of dollars to get squashed in the road" Low-income communities need support in getting bikes but the infrastructure needs to come first. • Get the buy-in from the employer and offer incentives through commuting. • Have the CTR plan be the responsibility of the employer, so they are more gracious about arrival times and flexible with emergencies. • Low-income folks need a reason to incur the extra labor and mental load that would need to be conducted to achieve the CTR goal. • "I would love to have a bike road! Away from the danger and emissions of cars". Respondent was really passionate about air quality. We need more tree coverage and shade scape and native plants. We need physical barriers, "Anything can be a difference in whether or not your mom comes home." Supports environmental barriers. • "I would still choose biking every single day and I have been hit by a car. I still cycle every day on my peloton. It would skip a step if I could just cycle to work." • This plan needs to really amplify the lives and issues of people of color. • A car for low-income communities can be their safe space, within multi-generational households, or for folks at high-stress jobs such as teaching.

c. *What did they have to say?*

In summary, community members wanted investment in safe, reliable and affordable transportation options. People that have been disproportionately impacted by the transportation system said in summary; for more details, see the table in question 28a:

- There needs to be more safe infrastructure, including slower vehicle traffic speeds for people to want to bike, walk, carpool, or take transit to work. Owning a vehicle is often a safe place and gives households a sense of security.
- C-TRAN needs to communicate canceled bus routes more effectively and offer an alternative like an Uber/Lyft voucher for riders. C-TRAN needs to expand express bus service; it takes too long to get to regional destinations.
- Expand transit subsidies like Youth Opportunity Pass to get free transit in the hands of more individuals.

Businesses representatives and chambers of commerce said in summary; for more details, see the table in question 26b:

- Safety needs to be addressed for people to feel comfortable taking travel options.
- Travel options are unrealistic for people who commute long distances.
- Want walkable communities to encourage shopping and gathering places for the community.
- Increase shuttle and circulators to bring more people downtown and to main streets.
- Concerns with Interstate Bridge Replacement impacts (construction, business access, etc.).

Local government representatives said in summary; for more details, see the table in question 26b:

- Safety and more protected infrastructure for people to bike, walk and roll needs to be addressed for people to feel comfortable taking travel options.
- CTR could expand to people who age out of employment in our community. Offer a way for older adults to access a transportation allowance for trips to meet daily needs.
- Increase incentives to encourage more carpool matching and increase marketing of GetThereSWWashington.org.
- Increase bicycle parking at farmers markets, community events, parks, and other gathering spaces. The region desperately needs more bicycle parking.

C-TRAN representatives said in summary; for more details, see the table in question 26b:

- Employment hubs and major destinations are a strategic component of the C-TRAN 2045 transit plan.
- The Vine on Highway 99 will increase reliable and frequent transit service and create another major transit line for the region.
- Desire to increase vanpool, travel training, field trips, and subsidy options.
- Desire to increase education, marketing, mailers, social media, and in-person engagement to bolster C-TRAN ridership and GetThereSWWashington.org usage.

d. How did what they said influence the plan?

The CTR program administrator will:

- Assist employers in enrolling in C-TRAN employer transit pass program.
- Explore the CTR Program subsidizing C-TRAN employer transit pass programs.
- Aid local City staff in incorporating community feedback for slower speeds, protected and separated bicycle and small mobility infrastructure, and additional traffic enforcement.
- Aid C-TRAN staff in incorporating community feedback for increase transit service in Camas, more shelters at bus stops, and more access to PDX airport.

27. Describe vulnerable populations considered.

Racial or ethnic minorities: People of color or BIPOC individuals and communities are at a higher risk for poor health outcomes in response to environmental harms.

People with a disability: Transportation policy has been traditionally written by abled people and drivers. For people who cannot drive, major barriers exist to accessing daily needs and opportunity.

Workers categorized as ALICE (Asset Limited, Income Constrained, Employed): Individuals and families who work, but are unable to meet their basic needs, including food, childcare, housing, health care and transportation. These workers can be found at CTR-affected worksites and at other worksites.

28. Describe engagement focused on vulnerable populations.

a. Who did you talk to?

Engagement Activity	Date	Summary
Multicultural Resource Fair	June 2024	• Spoke to many families, youth, and community members at large about the transportation options available to them. • Gave out a multitude of reflective ankle bands and a few rechargeable bike lights. • Interest in the bike garden and more safe biking areas for people learning to ride. • Concerns with the safety of carpool matching on Get There (the inability to background check). • Youth excited for C-TRAN Youth Opportunity Pass. • People have bikes but lack protective gear or locks. • Desire for a Bike Basics Class.
Community in Motion	July 2024	• The issue is the infrastructure: bike lanes are unsafe, bus stops are too far apart, and need better infrastructure. • Use social media, make transit exciting, lower the barriers, lessen the stigma. • Insulated grocery bags are a useful giveaway. • Create incentives, education, events, carpool information to work with local businesses. • Guided bus tours to shopping and grocery centers for vulnerable groups. They don't use Instacart.

Washington State School for the Blind	August 2024	• C-TRAN cancels trips a lot and often it is not reflected on their website or transit. Invest in Uber/ Lyft vouchers for cancelled trips. • There should be express service and better connection between Longview/ Kelso (include casino) for our students that live in those areas as well as commuters from Northern cities. • Cowlitz county has a bus that comes from Longview/ Kelso, but it is very few and far between. • Commuting to the train station is difficult, confusing, dangerous, and tiresome for all people but especially those who are blind/ low vision. We need regional investment to increase access to the train station. • We need more express buses from Vancouver mall and other major hubs in Clark County. • "I like The Current. Needs expansion." • C-TRAN needs to work harder to get people there faster, it takes longer to wait for the 60 then to walk across the bridge to Portland. • Truncated domes and curb cuts perpendicular not diagonal for people walking with a disability. • Getting the word out about The Vine construction work and when stops will be without service. • Add a carpool lane north of the I-5 bridge. • Need a more reliable and robust system, "the biggest complaint from folks I work with is it takes two hours to get from point a to point b, but when I could drive it took 10 minutes."
Fourth Plain Forward	August 2024	• Many concerns for low-income population in Vancouver. These included: emotional weight/ added stress of navigating carpool/ transit for those already overburdened, lack of flexibility in work environments for tardiness, the freedom and emotional release of having a vehicle for those living in multi-generational households, even during inclement weather or extenuating circumstances when buses don't run the poorest workers still must report for work and on-time. • Insufficient transit routes, inconsistent service -- community does not feel like it can rely on transit. • Pacifica and Chuukese community have been passed by bus drivers while waiting at stops. • For walking and biking, there is a lack of trust and a lack of infrastructure so that the community does not trust it as a viable option. • There are air quality concerns in this community. • The alignment of freeways in Clark County makes it very difficult to commute as a bike rider north to south and east to west. • There is a lack of bike shops in the community. • Invest in bike infrastructure and more bike repair stations. "There are many costs associated with the privilege of being a bike rider", "Why would someone pay hundreds of dollars to get squashed in the road" Low-income communities need support in getting bikes but the infrastructure needs to come first.

		• Get the buy-in from the employer and offer incentives through commuting. • Have the CTR plan be the responsibility of the employer, so they are more gracious about arrival times and flexible with emergencies. • Low-income folks need a reason to incur the extra labor and mental load that would need to be conducted to achieve the CTR goal. • "I would love to have a bike road! Away from the danger and emissions of cars". Respondent was really passionate about air quality. We need more tree coverage and shade scape and native plants. We need physical barriers, "Anything can be a difference in whether or not your mom comes home." Supports environmental barriers. • "I would still choose biking every single day and I have been hit by a car. I still cycle every day on my peloton. It would skip a step if I could just cycle to work." • This plan needs to really amplify the lives and issues of people of color. • A car for low-income communities can be their safe space, within multi-generational households, or for folks at high-stress jobs such as teaching.

[39] *Sources: The plan shall be developed in consultation with local transit agencies, the applicable regional transportation planning organization, major employers, and other interested parties. (RCW 70A.15.4020(4))*

The local jurisdiction shall invite, as appropriate, representatives of major employers, local transit agencies, the applicable RTPO, business associations and economic development organizations, nonprofit transportation and land use advocacy organizations, pedestrian and bicycle advocacy organizations, public health agencies, tribal governments, and residents, employees and businesses that will be affected by the CTR plan to participate in the development of the local CTR plan.

The state intends for the invited partners to work collaboratively with the local jurisdiction by providing data and plans and discussing opportunities, including new and reprioritized investments and policy changes, to reduce drive-alone commute trips in the jurisdiction and increase transportation access to affected major employer worksites. (WAC 468-63-040(1)(b)(i))

The plan shall include documentation from the local jurisdiction that verifies consultation with employers, transit agencies and others to develop the plan. (WAC 468-63-040(2)(f))

b. When did you talk to them?

Engagement occurred between April 2024 and September 2024. For more details, see the table in question 28a.

c. What did they have to say?

People that have been disproportionately impacted by the transportation system said in summary:

- There needs to be more safe infrastructure, including slower vehicle traffic speeds for people to want to bike, walk, carpool, or take transit to work. Owning a vehicle is often a safe place and gives households a sense of security.
- C-TRAN needs to communicate canceled bus routes more effectively and offer an alternative like an Uber/Lyft voucher for riders. C-TRAN needs to expand express bus service; it takes too long to get to regional destinations.
- Expand transit subsidies like Youth Opportunity Pass to get free transit in the hands of more individuals.

For more details, see the table in question 28a.

d. How did what they said influence the plan?
The following results from engagement with people that have been disproportionately impacted by the transportation system influenced the plan:

- Create a subsidy or allowance for biking, walking, carpooling, vanpooling, and taking transit.
- Increased bicycle parking, including secure long-term and short-term bicycle parking.
- Shared vehicle parking programs that help reduce parking costs, especially for low-income households and vulnerable groups like students and youth.
- Increase remote work opportunities for people in the region.

[40] *Source: The state intends for the plan to be a mechanism through which employers can describe what policy changes, services and support they need to make their CTR programs more effective. (WAC 468-63-040(2)(a))*

29. List employers' suggestions to make CTR more effective.[40]

Employers expressed support for the following:

- Ensuring all members of our community have adequate and safe access to commute options.
- Increased transit subsidies or cash stipend for employees who do not drive-alone to work.
- Capital investment in protected multi-modal facilities for all ages and abilities.
- Investment in public transit service to increase frequency, reliability, and availability.
- Increased enforcement in areas surrounding park and rides and public transit stops.

30. Describe results of engagement focused on vulnerable populations that will be provided for use in comprehensive plan and transit plan updates.

The following results from engagement with vulnerable populations will be provided for use comprehensive plan and transit plan updates:

- Investment in public transit service to increase frequency, reliability, and availability.
- Capital investment in protected multi-modal facilities for all ages and abilities.
- Mixed use housing with walkable neighborhoods, close to daily needs and schools.
- Creative transit options to serve lower dense areas, increase point-to-point service, shared neighborhood vehicles and smaller transit and on-demand options.

Regional transportation planning organization CTR plan review

RTPO comments

[TYPE]

City of Vancouver Commute Trip Reduction Four-Year Plan Update: 2025–2029

Benefits of CTR

1. Describe the local land use and transportation context and objectives.[21]

a. Describe the setting in the jurisdiction as it is today or will be in the near future.

Vancouver is growing and diversifying, putting increased pressure and fresh demands on the transportation system. A new waterfront district, increased multifamily development, great parks and schools, and significant job and business growth continue to attract people and investment to the city. Vancouver sits at a virtual crossroads shaped by the Columbia River and the West Coast's major interstate, I-5, and is well-positioned to capture economic benefits from regional trade.

But growth can come with challenges. Vancouverites place a high priority on neighborhood livability as well as access to parks and schools. As more people live and work in Vancouver, concerns grow about congestion, safety, and displacement of people with lower incomes, communities of color, and renters.

Yet these desires—for both progress and preservation—do not need to be in conflict. Vancouverites have consistently shared their values—people want safe streets and comfortable and reliable ways to move within their neighborhood, city, and region. For some, that means better walking and rolling conditions; for others, that means better access to frequent transit or more reliable ways to drive.

As of 2023, Vancouver is home to 200,000 people and is the largest city in Clark County. Vancouver grew by 19% or 31,000 people since 2021. The median household income is $63,600 and 97% of people are employed. Vancouver is diverse. 20% of the population speaks a language other than English at home. 12.7% live in poverty. 9.7% have a disability. 10% identify as LGBTQ. 6% are veterans. And 22% are under the age of 18.

b. Describe features of land use and transportation facilities and services that affect commuters.

The City of Vancouver measures 46.5 square miles with a population density of 4,000 residents per square mile in 2022. The downtown core sits west of I-5. Considerable growth is occurring between I-5 and I-205 in the Heights neighborhood and along Fourth Plain Boulevard. East of I-205, the Columbia Tech Center area continues to expand. Vancouver has an Urban Growth Area (UGA) that is larger than the city boundary. The UGA is an area designated for future growth and annexation to eventually become part of Vancouver. Upon annexation, the UGA will add 162,283 people, 30,000 jobs, and 732 miles of streets to the city.

c. *Describe whether and how commuting patterns have changed in the past few years.*

Safety continues to be a concern and crashes are on the rise. From 2010 to 2019, crashes increased 29% while the population only grew by 13%. During the pandemic, crashes declined 5% from 2019 to 2022, but safety remains a top priority for the community. Distraction and inattention make up the top two factors contributing to crashes across all crash types. Community roundtable participants who identify as BIPOC stated they are especially impacted by the danger of waiting for transit on nights and weekends.

While the City continues to build Complete Streets through the pavement program, there is still a long way to go. There are stretches with long distances between crossings, a lack of sidewalks on nine miles of arterial streets, and bicycle and small mobility facilities that end abruptly contribute to feelings of unsafe conditions. Bicycling across the city is not attractive for most people. Most of the existing designated bike and small mobility facilities are high-stress based on the width of the street, traffic volumes, and traffic speeds. The City sees an increase in ride hailing service but does not have operating agreements with vendors. The City does not have bikeshare or scooter share services in operation.

The City has a transit dependent population. In fact, C-TRAN ridership declined the least during the pandemic along routes like the Fourth Plain Vine that serve equity areas. Additionally, people who live in the eastern part of the city and who live in equity focus areas do not take as many trips to Downtown as people in other parts of the city.

In general, the average miles driven per person per day is declining, from 21.8 miles in 2000 to 14.5 in 2022. But overall vehicle miles traveled (VMT) continues growing within Vancouver as population expands, increasing by 1.2 million from 2005 to 2019. During the COVID-19 pandemic traditional rush hour volumes declined, but there has not been a uniform decrease in travel all day. In some parts of the city, travel activity has gone up, especially midday.

d. *List the most important land use and transportation objectives from your city or county's plans that commute trip reduction most directly affects.*

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.

To facilitate transit usage, the City will increase the number of neighborhoods designed to allow safe, non-motorized travel by residents to transit facilities.

To improve the safety of our transportation and mobility systems for all residents, workers, and visitors. The City's Public Works Department will work in partnership with the Community Development Department to increase the number of miles of complete streets.

To support multiple convenient transportation options (community members have choices for transportation) and connections in all of Vancouver's neighborhoods, the Public Works Department will increase the miles of improved existing non-motorized facilities.

To support the goal of achieving carbon neutrality by 2040 for both municipal operations and the broader Vancouver community, the City will look at further investments and changes to municipal policies to reduce greenhouse gas emissions, especially in the highest impact areas of transportation and buildings, to achieve an 80% reduction in emissions by 2025 for municipal operations and an 80% reduction in emissions by 2030 for the broader community.

e. *Describe critical aspects of land use and transportation that should be sustained and key changes that should be considered to improve commute trip reduction's contribution to the land use and transportation objectives you reference.*

The City of Vancouver 2022 Climate Action Framework, 2023-2029 Strategic Plan, and 2024-2044 Transportation System Plan are accelerating land use and transportation investments and improvements to meet climate, equity, and safety goals to make Vancouver the best place to live now and into the future. Goals oriented to increase housing density, build more complete streets for all ages and abilities, increasing accessibility standards with all programs all support commute trip reduction. Continued action and ongoing support are what will move the needle in more people traveling by non-drive-alone options.

[21] *Sources: The plan shall highlight the existing and future land use and transportation conditions and characteristics considered most critical by the jurisdiction and evaluate the degree to which existing local services, policies, regulations, and programs, as well as any documented future investments, will complement the trip reduction efforts of CTR employers. (WAC 468-63-040(2)(a))*

The state intends for local jurisdictions to use information in existing plans and programs, such as the local comprehensive plan, unified development codes, the transportation improvement program, economic development plans, and others, as much as possible in order to develop the local CTR plan. (WAC 468-63-040(2))

2. Describe how the CTR program will help achieve the jurisdiction's land use and transportation objectives.[22]

a. Describe how and to what extent your CTR program will help your city or county achieve the land use and transportation objectives referenced in question 1.

More employer engagement and encouragement to travel by clean and active modes are strategies within the City of Vancouver 2022 Climate Action Framework, 2023-2029 Strategic Plan, and 2024-2044 Transportation System Plan. Likewise, these plans call for dense housing which demands more transit and more multi-modal networks. Finally, for the transportation system to accommodate more people living in Vancouver and work efficiently and sustainably, we need people to travel by non-drive-alone modes and we need people to live in more dense transit-oriented housing with less parking.

3. Describe how the CTR program will help achieve the jurisdiction's environmental objectives.[23]

a. Describe how the CTR program will support jurisdiction greenhouse gas emission reduction efforts.

Every drive-alone commute trip that switches to transit, carpool, vanpool, bike, walk, compressed work week or telework eliminates or lessens the greenhouse gas emissions that would have been generated by the drive-alone trip.

b. Describe how the CTR program will support jurisdiction environmental objectives in addition to greenhouse gas emission reductions.

The City of Vancouver measures and reports greenhouse gas emissions through the Climate Action Framework. As drive-alone trips shift to transit, carpool, vanpool, bike, walk, compressed work week and telework the demand for new roads decreases and more land can be left natural to improve air quality.

4. Describe how your CTR program will help achieve regional and state objectives.[24]

a. Summarize the local, regional, and state benefits that would be gained if you achieve your CTR targets.

More employer engagement and encouragement to travel by clean and active modes are strategies within the Draft 2025-2029 Statewide CTR Plan and 2024 Clark County Regional Transportation Plan. Likewise, these plans call for dense housing which demands more transit and more multi-modal networks. Finally, for the transportation system to accommodate more people living in the region and work efficiently and sustainably, we need people to travel by non-drive-alone modes and we need people to live in more dense transit-oriented housing with less parking.

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[22] Source: The local CTR plan shall describe how the CTR program will help achieve the jurisdiction's broader land use and transportation goals. (WAC 468-63-040(2))

[23] Source: The legislature also finds that increasing automotive transportation is a major factor in increasing consumption of gasoline and, thereby, increasing reliance on imported sources of petroleum. Moderating the growth in automotive travel is essential to stabilizing and reducing dependence on imported petroleum and improving the nation's energy security (…) The intent of this chapter is to require local governments in those counties experiencing the greatest automobile-related air pollution and traffic congestion to develop and implement plans to reduce single-occupant vehicle commute trips. (RCW 70A.15.4000)

[24] Sources: In their local CTR plans, local jurisdictions shall communicate what local, regional, and state benefits would be gained if the established targets were achieved. Benefits may include but are not limited to:

Regional transportation planning organizations (RTPOs) and WSDOT shall provide applicable data, if available, to assist this analysis. (WAC 468-63-030(3)(c))

The plan shall also discuss cross-boundary issues, such as passthrough commute patterns or larger regional issues, and how these affect the local CTR plan. (WAC 468-63-040(2)(a))

b. List adjacent CTR-affected cities and counties.

City of Camas, City of Washougal, Clark County

c. Describe the top few cross-border and regional transportation issues that affect your jurisdiction.

Connecting the region is a priority for Vancouver as half of the people that live in Vancouver and Clark County commute south to Oregon for work. The Washington State Commute Trip Reduction program and law does not reach or affect employers in Oregon, which is a big limitation for our region. The City's designated freight corridors are all operating above target travel speeds, which is a priority for the Port of Vancouver and the regional economy. The region must make new regional connections to the Portland International Airport to reduce commute trips and travel trips from increasing airport travel. Active transportation facilities and capital investment to support biking, walking, and taking transit are inconsistent across the region. Commuters don't realize when they are moving through the regional that they are in a new jurisdiction and suddenly their facilities disappears or is inconsistent.

d. Describe the strategies you, adjacent cities and counties, and your region have agreed to use to address the top issues described in the previous bullet.

The City coordinates and works regularly with both WSDOT and Oregon Department of Transportation (ODOT) on bus-on-shoulder-lanes on I-5 and I-205 north and south of the Columbia. The City meets quarterly with Oregon Metro, the regional metropolitan planning organization, on the regional travel options program. The City implements GetThereSWWashignton.org to promote carpooling matching, trip planning, and earning rewards. GetThereSWWashington.org is a subnetwork of the GetThereOregon.org platform that ODOT administers. The City of Vancouver Public Works department regularly meets with the Port of Vancouver to meet freight travel reliability. The Cities of Camas, Washougal, and Vancouver, and Clark County regularly meeting to coordinate on construction and transportation system improvements. Finally, RTC, Clark County and the ities of Camas, Washougal, and Vancouver are working together to come up with a plan for airport travel via

Performance targets

5. List your jurisdiction's CTR performance target(s).[25]

a. List performance targets that reflect only CTR-affected worksites.

The City adopted the state's performance target of a weighted average drive-alone rate of 60 percent or less for CTR-affected worksites at the jurisdictional level.

b. List any additional performance targets.
None.

6. List the base value you'll use for each performance target.[26]

a. For each performance target, provide the number you'll use as the baseline (or starting number). You'll measure the difference between this number and your results to report performance.

Performance targets will be tied to the CTR survey. We will establish a base value during the 2023-2025 survey cycle and measure progress using the 2025-2027 survey results.

7. Describe the method you used to determine the base value for each target.

a. Provide the source for each base value listed.

Performance targets will be tied to the CTR survey. We will establish a base value during the 2023-2025 survey cycle and measure progress using the 2025-2027 survey results.

8. Describe how you'll measure progress toward each target.

a. List the method you'll use to measure progress for each target.

We will measure progress using the 2025-2027 survey results.

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[25] Source: The plan shall establish the jurisdiction's CTR goals and targets. (WAC 468-63-040(2)(b))

[26] Source: The plan's measurement methodology shall be consistent with the measurement guidelines established by WSDOT and posted on the agency's website. (WAC 468-63-040(2)(c))

9. List your jurisdiction's CTR-affected worksites.[27]

a. List all your CTR-affected sites.

- Banfield Pet Hospital Vancouver Headquarters
- Bonneville Power Administration Dittmer Control Center
- Bonneville Power Administration Van Mall
- Bonneville Power Administration Construction Services
- Charter Communications Call Center (VCOE)
- City of Vancouver City Hall
- City of Vancouver Fire Station 5
- City of Vancouver Firstenburg Community Center
- City of Vancouver Marshall Community Center
- City of Vancouver Operations
- City of Vancouver Vancouver Police Department West
- Clark College Vancouver
- Clark County Public Service Center
- Clark County Health Department
- Clark County Public Works
- Clark Public Utilities Electric Center
- Clark Public Utilities Operations Center
- Columbia Credit Union Vancouver
- Columbia Machine Vancouver
- Frito Lay Vancouver
- Hewlett Packard Vancouver
- Kaiser Permanente Salmon Creek Medical Office
- Kaiser Permanente Cascade Park Medical Center
- Legacy Salmon Creek Hospital Medical Center
- Molecular Testing Labs Vancouver
- nLight Corporation Vancouver
- PeaceHealth Shared Services Center
- PeaceHealth Southwest Medical Center
- PeaceHealth MacArthur
- PeaceHealth Physicians Building (505 Building)
- Roadmaster Inc. Vancouver
- SEH America, Incorporated Vancouver
- The Columbian HQ
- The Vancouver Clinic Washington Remote
- The Vancouver Clinic Evergreen
- The Vancouver Clinic The Vancouver Clinic
- The Vancouver Clinic Columbia Tech Center
- The Vancouver Clinic Salmon Creek & Salmon Creek 2
- UL LLC Vancouver
- US Digital Vancouver
- US Federal Highway Administration Western Federal Lands Highway Division (WFLHD)
- VA Medical Center Veterans Administration Medical Center
- WA State Dept. of Social and Health Services Columbia River CSO
- WA State Dept. of Social and Health Services Vancouver - DCS
- WA State Dept. of Transportation SW Region Headquarters
- Washington State University Vancouver Campus
- Zayo Group Vancouver One
- ZoomInfo Vancouver

10. List a performance target for each CTR-affected worksite.[28]

a. For any performance targets tied to the CTR survey, indicate that you'll establish performance targets during the 2023-2025 survey cycle.

The City adopted the state's performance target of a weighted average drive-alone rate of 60 percent or less for CTR-affected worksites at the local level.

11. List the base value you'll use for each site.

a. For any performance targets tied to the CTR survey, indicate that you'll establish a base value during the 2023-2025 survey cycle.

Performance targets will be tied to the CTR survey. We will establish a base value during the 2023-2025 survey cycle and measure progress using the 2025-2027 survey results.

[27] Source: The plan shall also identify the major employer worksites, including affected state agency locations, within the jurisdiction's affected urban growth area and any major employment installations. (WAC 468-63-040(2)(e))

[28] Source: The plan shall describe the base year values and numerical targets for each major employer worksite required to participate in the CTR program. (WAC 468-63-040(2)(b))

Services and strategies

12. Describe the services and strategies your jurisdiction will use to achieve CTR targets.[29]

Strategies may include but are not limited to:

- Education to ensure transportation agencies, workplaces, and the public consider and understand TDM.
    - Special transportation service for efficient transportation to special events.
    - Transportation allowance for commuters rather than free parking.
    - Maximizing transit service efficiency and effectiveness.
    - Park and rides at urban fringe transit stops.
    - Vanpool programs.
    - Rideshare marketing and rideshare matching.
- Bi-state and regional commuter connections, including construction management and Vancouver Amtrak improvements.
- High-occupancy vehicle lane preference for transit and rideshare vehicles.
- Free transit zones in commercial centers.
- Bicycle and pedestrian facility improvements.
- Bike lockers at transit stops, including Vancouver Amtrak, and bike racks on transit vehicles.
- Guaranteed ride home programs to provide a limited number of free rides home for transit and rideshare commuters.
- Remote work from home to avoid commute trips.
- Alternative work hours, through flex time and alternative work weeks (e.g., four 10-hour days).
- Addressing security concerns of rideshare, transit, bicycle, and pedestrian commuters.
- Parking pricing for users.
- Road pricing such as road tolls and congestion pricing.
- Mileage fees per mile, such as charges for road use and/or distance-based vehicle insurance and registration fees.
- Fuel tax increase.

Such TDM strategies will become increasingly important as travel demand in the region continues to grow and transportation investments do not keep pace. TDM strategies can help preserve transportation system capacity.

13. Describe how jurisdiction services and strategies will support CTR-affected employers.[30]

- Implementing parking management strategies will help transition employees from thinking there is unlimited free parking right at their destination. Reducing the amount of land needed to serve surface parking will allow land to be used for other high-priority uses such as expansion of housing stock. Decoupling parking minimums from housing development will support affordable housing and minimize growth in real estate costs.
- Funding carpool matching and emergency ride home helps employers comply with municipal code and promotes the program goals. Funding campaigns and events to promote the platform and program increases awareness and engagement. The more people that know about the platform and program the more support employers have for implementing excellent commuter benefits.
- Offering transit subsidies and incentives gives employers a tool to encourage transit and travel options to employees. This will directly increase transit use, particularly among choice riders.
- Provision of a business access and transit lanes lane for the bus rapid transit line will speed up bus rapid transit trips, increase travel time reliability and make transit more attractive. The City is committed to transit-supportive infrastructure on our enhanced transit modal network and providing strong connections toe regional growth centers and nodes. BRT or "The Vine" is progressing rapidly in Clark County. C-TRAN currently has The Vine on Fourth Plain and Mill Plain and is planning for The Vine on Highway 99 to being in 2027.

14. Describe barriers your jurisdiction must address to achieve CTR targets.[31]

a. Describe how you'll address these barriers.

Infrequent transit service: Most CTR-affected worksites are located near a C-TRAN bus route; however, transit service is infrequent, sometimes only coming once an hour. It is often two or three bus connections to get an employee to work via bus at a CTR-affected worksite. **How addressing:** The City works with C-TRAN to provide feedback on bus service to major employers. Feedback from the 2025-2029 CTR Local Plans is incorporated into the C-TRAN 2045 planning process. Campaigns and promotions to educate and encourage people about bus routes, park and rides, and multi-modal transportation can help some people make transit work for their commute.

Disconnected active transportation facilities: Active transportation facilities are increasingly available for employees to use to get to work. Many CTR-affected worksites are located near a bicycle and small mobility lane or multi-modal path, but the system of protected facilities is incomplete and there are difficult connections. **How addressing:** The City leverages The 5 E's - Education, Encouragement, Enforcement, Evaluation, and Engineering to create a transportation system for all ages and abilities. The City's Complete Streets Program works to build facilities for all ages and abilities every time a street gets repaved. Vancouver is creating new social norms about how people can get around town. Multi-modal travel, using transit and bikes/e-bikes gets people around fast and efficiently. Campaigns and wayfinding are key priorities to communicate these new social norms to community members.

Lack of micromobility and shared active transportation options: Vancouver does not have bikeshare, scootershare, or carshare for people to use. **How addressing:** The City outlines micromobility and shared transportation options as a priority in the 2024-2044 Transportation System Plan. The City is actively seeking grant funding to plan for programs. The City is actively building more bicycle parking to accommodate a bikeshare system and is completing a downtown parking plan to study other shared transportation options and the impact on parking supply/demand.

Disconnect between telework and employer participation: Many employers post-COVID offer hybrid and remote work where employees infrequently come into the physical worksite location. Since employees are not commuting, employers do not understand why they need to participate in the Commute Trip Reduction program. **How addressing:** City staff educate employers on the CTR requirements and how remote work is an excellent commute trip reduction strategy. City staff work to make the program as easy and simple as possible for CTR-affected worksites where remote work is used frequently.

Primary commuter destination is Oregon, outside of jurisdiction: Local streets where a CTR-affected worksites are located see little congestion. Employees do not sit in traffic to CTR-affected worksites in Vancouver and Clark County. Commute related congestion is concentrated on I-5 heading south in the morning – mostly to worksites and employers located in Oregon. **How addressing:** The City hosts GetThereSWWashingon.org to promote bi-state commuter connections and connect carpoolers. The City is researching additional marketing strategies to boost enrollment and engagement with the platform. The City is also researching a pre-tax commuter benefits ordinance that would affect businesses with 20 or more employees that live or work in Vancouver. This ordinance would expand the affected businesses to Oregon and bring more commuter benefits to people who live in Vancouver and Clark County and travel to Oregon for work.

High employee transportation coordinator turnover and lack of worksite support: Designation of an employee transportation coordinator is the responsibility of the CTR-affected employer. Often these duties are tacked onto a wholly unrelated job with no internal support. It is challenging for City staff to identify new ETCs and engage worksites after ETC turnover. **How addressing:** City staff will support employee transportation coordinators through monthly check-ins and an annual worksite audit. In addition, the City staff will host a quarterly networking meeting for employee transportation coordinators to share their experiences and solutions.

15. Describe the transportation demand management technologies your jurisdiction plans to use to deliver CTR services and strategies.

C-TRAN and employee transportation coordinators use the GetThereSWWashington.org platform to form carpools and vanpools, to track their use, and to promote and incentive non-drive-alone modes. They use the state's CTRSurveyTool.org to conduct worksite surveys and complete program reports. They use Lyft to administer the Emergency Ride Home program for employees. The Transit app is C-TRAN's preferred transit tracking and trip planning tool and is promoted throughout the program. Ride with GPS and Strava are heavily used by bicycle commuters and are promoted as the preferred bike trip planning tool by employee transportation coordinators.

16. Transcribe or link to your local CTR ordinance.[32]

See ordinance attached. No changes are needed but may be explored to increase effectiveness.

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[29] *Source: The plan shall describe what local services and strategies will be implemented to achieve the plan's goals and targets, and how these services and strategies will support the CTR programs of major employers. Strategies may include, but are not limited to: (i) Modifications of local policies and regulations, including the transportation concurrency system, street design standards, parking, and zoning; (ii) Investments in services and facilities, including transit services, nonmotorized facilities and amenities; and (RCW 70.94.527(5))(iii) Marketing and incentives. Transit agencies shall work with counties, cities and towns as a part of their six-year transit development plan established in RCW 35.58.2795 to take into account the location of major employer worksites when planning and prioritizing transit service changes or the expansion of public transportation services, including rideshare services. (WAC 468-63-040(2)(d))*

[30] *Source: The plan shall describe …how these services and strategies will support the CTR programs of major employers. (WAC 468-63-040(2)(d))*

[31] *Source: The plan shall evaluate the existing barriers to the success of the CTR program and identify how the jurisdiction and its partners can overcome these barriers. (WAC 468-63-040(2)(a))*

[32] *Source: The plan shall describe the requirements for major employers that will be outlined in the local ordinance. (WAC 468-63-040(2)(e))*

17. Describe your financial plan.[33]

a. Describe the estimated average annual costs of your plan.

The average annual costs of the City of Vancouver Commute Trip Reduction Plan are $142,900.

Activity	**Estimated average annual cost**
Employer engagement*	$47,900
Commute Trip Reduction 4-year plan	$20,000
Performance Reporting**	$30,000
Administration***	$45,000
Total	**$142,900**

*Includes identifying worksites and employee transportation coordinators, conducting training, providing technical assistance, offering incentives and tools, and reviewing employer CTR plans.

**Includes worksite surveys and program reports administration, analysis, and reporting.

***Includes financial and program management; CTR for city employees, involvement in comprehensive, regional transportation, transit planning, parking demand management; transportation demand management technical assistance to capital projects, parking services, climate office, human resources, etc.

b. Describe likely funding sources, public and private, to implement your plan.
The funding sources include biennial Commute Trip Reduction formula funding from the Washington State Department of Transportation.

18. Describe your implementation structure.[34]

a. Describe who will conduct the activities listed in your plan.

Activities will be conducted by, but not limited to, the City of Vancouver, transportation management association, and contractors.

b. Indicate who will monitor progress on your plan. List job title, department, and name.

Transportation Demand Management Coordinator, Community Development, Olivia Kahn.

19. List your implementation schedule.[35]

a. Provide the timeline for anticipated projects.

1st Biennium – July 2025 to June 2027	2nd Biennium – July 2027 to June 2029
Provide commute and other employee transportation coordinator services to employees.	Provide commute and other employee transportation coordinator services to employees.
Identify worksites and employee transportation coordinators.	Identify worksites and employee transportation coordinators.
Train and provide technical assistance to employee transportation coordinators.	Train and provide technical assistance to employee transportation coordinators.
Review employer CTR plans.	Review employer CTR plans.
Assure worksite surveys and program reports are completed by worksites.	Assure worksite surveys and program reports are completed by worksites.
Conduct financial and program management.	Conduct financial and program management.
Engage in comprehensive, regional transportation and transit planning.	Engage in comprehensive, regional transportation and transit planning.
Provide transportation demand management technical assistance to capital projects, parking services, climate office, human resources, etc.	Provide transportation demand management technical assistance to capital projects, parking services, climate office, human resources, etc.
Support bicycle parking implementation program.	Support bicycle parking implementation program.
Support pre-tax commuter benefits ordinance.	Develop 2029-2033 four-year CTR Local Plan.

20. Describe the CTR plan for jurisdiction employees.[36]

a. Describe the services, programs, information, and other actions your city or county put in place to help its employees reduce their drive alone commute trips.

The City of Vancouver is a regional leader in providing commuter benefits to its employees. In December 2022, after extensive community and stakeholder engagement, City Council approved a resolution to adopt the City's Climate Action Framework, a roadmap to support a just and equitable transition to community-wide carbon neutrality by 2040 and to build the City's resilience to the impacts of climate change. The following greenhouse gas (GHG) reduction goals guide our work:

- An 80% reduction in GHG emissions by municipal operations by 2025.
- An 80% reduction in GHG emissions by the Vancouver community by 2030.
- Carbon neutrality by both municipal operations and the Vancouver community by 2040.

The City of Vancouver Commute Trip Reduction (CTR) Benefit is administered through Human Resources with support from the TDM Coordinator in Community Development. As of June 2024, April Stinson is the Employee Transportation Coordinator for the City of Vancouver.

In 2022, the City embarked on a commuter benefits evaluation to enhance the City's commuter benefits package to better encourage non-drive-alone modes to get to work. Moreover, the City implemented telework agreements with 467 employees across 12 departments and is further evaluating how more employees that can work from home, have access to do so.

The City offers employees the option to choose either a monthly cash stipend or a 100% subsidized monthly transit pass if they commit to using it for at least 50% of their physical commute to work (not including telework or remote workdays). In June 2023, the City increased the commute stipend from $25 to $75 per month and increased the transit pass from a local to a regional monthly pass, to include the Tri-Met buses and light rail in Portland and beyond. On top of that, the City has been piloting a $5 daily cash bonus for employees who do not drive alone and park at the office since June 2023. The daily cash bonus is intended to support employees during parking rate changes in Downtown Vancouver, in addition to meeting the Climate Action Framework goals.

In addition to the monthly cash stipend and 100% subsidized bus pass, the City offers:

- Intranet to centralize all commuter benefits and commute options information.
- Quarterly communications in City newsletter and publicize challenges and campaigns.
- Secure bicycle parking and showers and lockers.
- Emergency Ride Home program with Lyft.
- Carpool matching and trip logging platform through GetThereSWWashington.org.
- Carpool parking permits and priority parking.
- Bus passes for employees who do not already have a bus pass and choose to travel by bus/transit for meetings and workday travel.

Finally, the City administers the CTR survey to all City worksites, not just those with 100 or more employees. The City also completes the biannual program report and reports annually to Council leadership on Employee Commute performance metrics. The City is a leader in CTR amongst employers in the Clark County Commute Trip Reduction program.

21. Describe how the CTR plan for jurisdiction employees contributes to the success of the overall plan.[37]

a. Describe how the plan for jurisdiction employees reinforces the success of the jurisdiction plan?

Actions in the city-as-employer plan and strategies like the Climate Action Framework indicate the City's commitment to Commute Trip Reduction. The City uses the jurisdictional plan as the guidebook for what the City should be offering for commuter benefits. The City strives to offer the best and most encouraging commuter benefit to City employees to lead by example and prepare other employers for the new normal in commuter benefits offerings in Southwest Washington. The City actively participates in forums to foster relationships and share knowledge and best practices with employee transportation coordinators.

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[33] *Source: The plan shall describe the funding revenues from public and private sources that are reasonably expected to be available, as well as the expected costs, to implement the plan and achieve its goals and targets. (WAC 468-63-040(2)(g))*

[34] *Source: The plan shall describe how the various strategies identified in the CTR plan will be implemented, either by the local jurisdiction, its partners, or its contracting partners… (WAC 468-63-040(2)(h))*

[35] *Source: The plan shall describe …when the elements of the plan are expected to be implemented. (WAC 468-63-040(2)(h))*

[36] *Source: The plan shall also describe the program that the local jurisdiction will offer to its employees. (WAC 468-63-040(2)(e))*

[37] *Source: The plan shall also describe the program that the local jurisdiction will offer to its employees and how this contributes to the success of the overall plan. (WAC 468-63-040(2)(e))*

Alignment with plans

22. List the transit agencies that provide service in your jurisdiction.

- C-TRAN is the transit service provider in Clark County.
- Tri-Met provides transit service south of the Columbia River in Portland and the metro region. Many commuters use the Tri-Met system to connect to C-TRAN.

23. List the transit plans you reviewed while developing this plan.

- C-TRAN 2030 long-range plan
- C-TRAN 2045 long-range plan (in development)
- TriMet Vision 2030 Business Plan FY2025 – FY2029

24. Describe how this CTR plan supports the transit plans.

Employer engagement and promotion: Increase the use of transit, especially among choice riders, and increased availability of subsidized transit passes and commuter benefits.

Engagement in the planning process: Increases awareness of and support of travel options.

Incentives: Increases visibility to the CTR program and offers a "carrot" for employees to provide a benefit.

Marketing: Increases awareness of transit options.

Parking management strategies: Reduces and manages the supply of parking with parking minimums/maximums and market-rate pricing.

25. Describe any comprehensive plan updates that are needed and when they will be made.[38]

The desire for sidewalks, bikeways, trails, pedestrian crossing, bicycle and small mobility parking, parking management strategies like minimums/maximums will be considered in the next Comprehensive Plan update.

[38] *Source: The local jurisdiction shall review the local comprehensive plan to ensure that it is consistent with the local CTR plan. If the local jurisdiction determines that the local comprehensive plan needs to be updated or amended to be consistent with the local CTR plan, the local jurisdiction shall identify in the local CTR plan what changes may be needed and when the changes will be made. (WAC 468-63-040(1)(c))*

Engagement

26. Describe stakeholder engagement.[39]

a. Who did you talk to?

The CTR program administrator organized the following engagement strategies to gather community and stakeholder input to inform the plan:

- Clark County CTR Program Feedback Survey
- Conversations with stakeholders and vulnerable groups
- Conversations with CTR-affected employers and their employees
- In-person engagement activities like tabling events, resources fairs, farmers markets and more

The topics included: opportunities and barriers to commute options, strategies and programs local jurisdictions can offer to promote non-drive-alone travel options, and general education on the CTR Program and its requirements.

b. When did you talk to them?

Engagement occurred over the course of five months between April 2024 and September 2024.The below table lists each engagement activity, who we talked to, when we talked to them, and what they had to say.

Engagement Activity	Date	Summary
Clark County Commute Coaching	October 2023 to October 2024	• Great interest in bicycle and small mobility riding and rolling. • Concerns with vehicle speeds and safe crossings. • Transit safety concerns. • Concerns with buses being canceled and the elimination of local transit routes. • Lack of knowledge and understanding of Transit App for real-time transit info. • Concerns with the verification process of the online carpool matching. • Great interest in incentives and subsidies for taking non-drive-alone modes. • Need for more information and communication about the program and benefits. • Desire for employers to provide commuter benefits to all employees, including temporary and contractors. • Desire for more bicycle parking, including secure bicycle parking that is out of the weather. • The weather and dark winters make it challenge for even all-weather bikers to continue riding. • Transit offers a time and space to rest your body and mind, and connect with your community.
Clark County Public Utilities Employee Engagement	April 2024	• Interest in how electric vehicles can be incorporated into the program. • Desire for EV charging. • Desire for more bicycle parking.

Multicultural Resource Fair	June 2024	• Spoke to many families, youth, and community members at large about the transportation options available to them. • Gave out a multitude of reflective ankle bands and a few rechargeable bike lights. • Interest in the bike garden and more safe biking areas for people learning to ride. • Concerns with the safety of carpool matching on Get There (the inability to background check). • Youth excited for C-TRAN Youth Opportunity Pass. • People have bikes but lack protective gear or locks. • Desire for a Bike Basics Class.
Vancouver Farmers Market	June 2024	• Concerns with speeding and traffic noise pollution. • Concerns with lack of enforcement. • Confusion about trip planning app vs web platform. • Desire for more wayfinding. • Desire for more bicycle and small mobility infrastructure like protected bike lanes and trails.
Vancouver City Council Workshop – Transportation Demand Management Programs Update	June 2024	• Interest in how TDM program incorporate accessibility. • Interest in how we can expand and sustain telework rates as they appear to be the most effective in our region for decreasing drive-alone rates. • Affirmation that employer engagement and commute trip reduction benefits and programs are critical to achieving climate, safety, and equity goals. • Desire for more programs that offer heavily subsidized or free transit passes.
Heights Bike Garden Opening	June 2024	• Provided information about Complete Streets, GetThereSWWashington.org, the Comprehensive Plan Update and bicycle safety information. • Distributed reflective ankle straps and light up reflectors. • Discussed bike and pedestrian safety with event attendees, including adults and children and how various transportation projects are helping improve safety throughout the city and Clark County.
East Vancouver Neighborhood Convening	June 2024	• Neighborhood associations shared information about organization management, fundraising, collaboration on events, and more. • Neighborhood associations heard a citywide update from communications staff. The update included the travel options program, GetThereSWWashignton.org, and complete streets throughout East Vancouver.
Downtown Vancouver Parking Small Group Discussion	June 2024	• While there might be an abundance of available parking in downtown Vancouver, it feels like there is not parking for people. • Many people feel driving is the only option to get downtown; waterfront is often over 80% occupied and there is no transit service. • City is pedestrian friendly downtown, and we are ahead of some places, still a lot to do. • Enforcement for ADA parking compliance needs to be more costly. • Curb access for people using mobility devices and safe loading spaces for paratransit services.

		• How are ADA spaces prioritized and maintained for events in downtown. • Fix the streets/crossing to make it easier to roll / use mobility devices. • People want pedestrian only spaces, the ability for artists to perform and gather, and more accessible parking. • People want more safe and secure bicycle and small mobility parking in downtown. • Need 8 feet of clearance to unload out of an ADA vehicle (rear and ride). • Need notification of curb repair/redesign/maintenance. • Be mindful of what all is on the curb (sandwich boards, etc.) and where the bike racks are placed, do they make the sidewalk inaccessible to people with a mobility concern.
C-TRAN	July 2024	• Weigh the proximity of employers and transit services. • Target the main corridor employers such as Main St, Mill Plain, and Fourth Plain. • Highway 99 outreach. • Invest in education and outreach. • Travel Options brochure (GTSWWa). • Education on the Transit App. • Increase vanpool groups. • Coupons and subsidized passes for rideshare. • Alleviate the uncertainty through social media. • Use the Travel Training program. • Support our mission to ramp up ridership. • Mailers, face-to-face engagement, field trips and more engagement. • Add GTSWWa Information on C-TRAN website. • GTSWWa Channel Card in C-TRAN
Downtown Camas Association	July 2024	• We need more carpool parking, affordable parking for customers, light rail from Portland, more frequent transit to Downtown Camas, shuttles for events, and in general more positive messages around transit. • Port of Camas/ Washougal lost business because of lack of transportation especially at early/ late hours for swing shift staff. • 'Leak to Vancouver' shopping and dining because it is easier to go west than it is to go south to Downtown Camas • We need to focus on where we can we make the most impact on people's commutes. For example, transit to the Port of Vancouver, major events like the Farmers Markets, and major employers and commercial districts. • Need more engagement at community events to spread information and include in newsletters.
Community in Motion	July 2024	• The issue is the infrastructure: bike lanes are unsafe, bus stops are too far apart, and need better infrastructure. • Use social media, make transit exciting, lower the barriers, lessen the stigma. • Insulated grocery bags are a useful giveaway.

		• Create incentives, education, events, carpool information to work with local businesses. • Guided bus tours to shopping and grocery centers for vulnerable groups. They don't use Instacart.
Chamber of Commerce	July 2024	• People are open to travel options but concern with safety, safety Issue with loitering along bus lines. • Many communities never had to take public transit. • Commuting from Brush Prairie and other more suburban and rural communities is nearly impossible. Many communities do not have frequent service. • Mental Health concerns to telework. • Activating the community to shop and be active in local resources and downtown while also lessening travel trips. • Concerns with IBR and the duration of construction and impacts on local businesses. • Education (giving opportunities and tours/ teambuilding opportunities), more Travel Training • Creative rideshare services like circulator shuttles parked around downtown for businesses, a moveable shuttle shoppers. • Parking faraway means more consumer activation. • Main street should be walkable as the mall. • Collab with Chamber/ Gameify keeping cars at home. • "Community Currency" 75+ Companies as incentives to encourage spending money in the community, merchant gift certificates on our travel prizes, opportunities for corporate packages

Summer Fest Picnic in the Park	July 2024	• Community engagement with many individuals and families highlighting travel options, IBR, C-TRAN youth opportunity pass, New Movers Program, bike safety, and asking folks about their commutes.
		• Many expressed excitement for the C-TRAN youth opportunity pass, not knowing their kids could ride public transit for free. And many adults were eager to know how to utilize HOP pass and Mobile Wallet to pay their bus fare.
		• Many expressed a desire for a bridge or a ferry on either side of I5, Troutdale to Camas and St. Helens to Ridgefield.
		• Community comments:
		  ○ Bike/ bus lanes underutilize the space
		  ○ Morelight rail and streetcar to outer towns and Portland would be helpful (but not just to Downtown)
		  ○ More carpool lanes
		  ○ Charging stations at libraries
		  ○ Free public transit
		  ○ Pothole repair: We had one person asking where to file a claim against the City for a pothole that damaged their car
		  ○ More cleaning and sidewalk maintenance
		  ○ 'The Current' is confusing and isn't consistent to its location jurisdiction.

		○ Bike lane barriers zebra ziclas are “overrated, overpriced, and dangerous to bikers” ○ City needs to update cycling maps (2019) ○ Community wants more sharrows and more wayfinding signs ○ Feedback card that says “second chance housing options, more unique veteran programs, and shelters for whole families and pets” • Overall, very good engagement, gave out lots of waters and prizes. Connected with realtors about New Movers program, and families about the Vancouver Heights Bike Garden. Hoping for more little cyclists to join the ranks.
CTR Employer Small Group Discussion	July 2024	• Top priority for ETCs in attendance was equity (ensuring all members of our community have adequate, safe access to commute options). • Their second priority was transportation safety with traffic congestion being a close third. • ETCs top priority investment from local jurisdictions was to support employers with telework and hybrid work options. Their second top priority was for local jurisdictions to build more safe infrastructure for walking and biking. • When asked what would help people drive-alone less, ETCs in attendance said overwhelmingly more frequent, reliable, and accessible public transit service. • When asked what would get people to talk commute options more, ETCs in attendance said a cash stipend for not driving-alone to work.
Rose Village Neighborhood Picnic	August 2024	• Staff attended the Rose Village Neighborhood Association Picnic in the Park event. • We met with many community members, organizations, and religious groups. • These included: volunteers and patrons of River City Church. Organizers of Fourth Plain Forward and the Board of Rose Village Neighborhood Association, Karen Morrison from Odyssey World, Vancouver Bee Project, many neighbors within Rose Village. • Parking concerns in Fruit Valley. • We spoke to Marie Gluesenkamp-Perez about the TMC Community Forum. • We spoke with many neighbors about the Current as their (one and only) public transportation option in their neighborhood but many seemed excited about the prospect of a $1 uber. • We spoke with one community member who drives and uses a mobility aid who would like to take public transit more but there is a massive hill on 39th Street to get to the closest bus stop and a lack of sidewalks in their neighborhood, so they often opt to drive instead. 29th and 33rd Streets underdeveloped "sharrows" were brought up along with high speeds of vehicles through those corridors creating an unsafe experience for bikers and their families.

		• Mark, a board member, was disappointed at the removal of C-TRAN routes from and around Rose Village including route 240 along with several others.
City of Camas	August 2024	• Align with TSP to provide more multi-modal access; want people to make short trips by biking, walking, rolling, and taking transit. • Safety and more protected infrastructure for people to bike, walk and roll needs to be addressed for people to feel comfortable taking travel options. • Remove barriers for ADA access. • Camas workers commuting to and from Vancouver, Portland need better travel options. • Good network of property for commuting and recreational use, North Shore Construction, and land use. A lot of people recreate in Camas using bike trails for recreation but not commuting, why? • Stipend for retirement funds for generations closer to retirement for carpool/ transit users. • Invest in community activities in lieu of working from home; invest in community events to spread the word about travel options. • Increase incentives to encourage more carpool matching and increase marketing of GetThereSWWashington.org. • Increase bicycle parking at farmers markets, community events, parks, and other gathering spaces. The region desperately needs more bicycle parking.
Vancouver Downtown Association	August 2024	• Safety; making sure all folks have safe, accessible, direct routes and wider sidewalks with reliable, consistent, and convenient transportation. • Education and culture shift; educate and target suburban community in region. • Offer a free trial to taking travel options. • Carpool matching and incentives. • More rural direct access for community member that live farther from daily needs.
Clark Bicycle & Pedestrian Advisory Committee	August 2024	• Safety and major concern for high injury bike/ ped networks. There is a lack of protected places to ride your bike, so a lot of people are riding right next to cars going a high speed. This creates a high-stress network for people biking and walking, and driving. • We need more safe and comfortable infrastructure. • There is a lack of connectivity in the street network and funneling traffic to major roadways, which creates safety and congestion concerns. • We need more bicycle parking in Clark County. • There needs to be more education of travel options to community members. Mailers, marketing, event invites, school-based education, and more.
Washington State School for the Blind	August 2024	• C-TRAN cancels trips a lot and often it is not reflected on their website or transit. Invest in Uber/ Lyft vouchers for cancelled trips. • There should be express service and better connection between Longview/ Kelso (include casino) for our

		students that live in those areas as well as commuters from Northern cities. • Cowlitz county has a bus that comes from Longview/ Kelso, but it is very few and far between. • Commuting to the train station is difficult, confusing, dangerous, and tiresome for all people but especially those who are blind/ low vision. We need regional investment to increase access to the train station. • We need more express buses from Vancouver mall and other major hubs in Clark County. • "I like The Current. Needs expansion." • C-TRAN needs to work harder to get people there faster, it takes longer to wait for the 60 then to walk across the bridge to Portland. • Truncated domes and curb cuts perpendicular not diagonal for people walking with a disability. • Getting the word out about The Vine construction work and when stops will be without service. • Add a carpool lane north of the I-5 bridge. • Need a more reliable and robust system, "the biggest complaint from folks I work with is it takes two hours to get from point a to point b, but when I could drive it took 10 minutes."
National Night Out	August 2024	• People were receptive to the message, although their community isn't as well connected. Some groaned at the idea of walking to the bus stops, which are a few blocks away. Neighborhood is quite spread out, little reason to explore. • The Get There bags are by far the most popular swag item! It is hard to convince older folks to try transit, even when they've taken it in the past. • Talked to many neighbors and connected over transit, cycling, and construction happening around their neighborhood. Heard a lot of interest from the younger generation and from folks wanting to try cycling/ transit collaboration. • Folks frustrated by lack of connection to Portland (especially the minimal service of the #67 PDX bus from Fisher's to the airport) and Camas and overall lack of reliable service. • Lots of concern about safety.
Harney Heights Neighborhood Association Summer BBQ	August 2024	• As a community that is closer to bus rapid transit options like the Red Vine and Green Vine, many were more receptive to discussions about using it. A reoccurring issue, which came up 3 times at this event, was folks who work evening or night shifts. "I'm pretty excited about Vancouver, I've got to say", someone said when we discussed how much has changed on the waterfront and the new bus rapid transit. • Burnt Bridge Trail continues to be a sticky topic. We gave out the most literature by far at this event! Getting more up to date cycling maps and having a simple C-TRAN map in general might be good to give out.

Clark County Commute Options Feedback Survey	July to August 2024	• Advertised to CTR employers, through GetThereSWWashington.org, via stakeholder outreach, and on social media. • 252 survey responses collected over one month. Two survey responses were in Spanish. • Most survey responses were from people who work in Vancouver, which makes sense since that is where most employment is in Clark County. 32 respondents said they lived in Oregon and 100% of them said they worked in Vancouver. 22 respondents said they lived elsewhere, most likely in North Clark County. • People who responded to the survey primarily live in Vancouver but the distribution across Camas, Oregon, unincorporated Clark County, and elsewhere is relatively even. Among survey responses, the fewest live in Washougal. • When asked their gender, 57% responded female, 37% male, and 1% said non-binary. The remainder said prefer not to answer. • When asked their race or ethnicity, 72% responded White, 3% Hispanic/Latino and White, 3% Hispanic/Latino, 3& Black/African American, 3% Asian, 1% American Indian & Alaska Native and White, 1% Native Hawaiian & Pacific Islander, and 1% Asian and White. The remaining 11% said prefer not to answer. • When asked their household income, 46% said $100,000 or more,. 33% said between $50,000 and $100,000, and 8% said below $50,000. The remaining 11% said prefer not to answer. • When asked their primary commute mode, 39% said drive-alone, 36% said remote work, 8% said bicycling, and 6% said carpool or transit. Walking, e-biking, and compressed work weeks made up about 2% each. The remaining respondents said other. • Respondents said traffic congestion, climate change, and equity are the top three most important community issues cities, counties, and regions should consider in their commute trip reduction plans. While traffic congestion has the greatest number of responses as the top issue, it is only a top priority for drive-alone and remote work respondents. Climate change is the top priority for all other respondents that bike, carpool, e-bike, take transit, and walk as their primary commute mode. • Nearly half of respondents said they want cities, counties, and regions to consider how to support employers with telework and hybrid work options in their commute trip reduction plans. A third of respondents said they wanted cities, counties, and regions to run programs and provide incentives to reduce car trips as their top choice. Another 11% said their top choice was to build more safe infrastructure for walking and biking. • Looking at investment by respondent primary commute mode shows that people using active transportation overwhelmingly want local jurisdictions to run

		programs or provide incentives to reduce car trips and to build more safe places to bike and walk. Drive-alone respondents also want more safe places to bike and walk, but what they desire more is support for telework and hybrid work and programs and incentives to reduce car trips. Vancouver • Climate change is the primary concern for people who work in Vancouver and responded to the survey. • Traffic congestion is the primary concern for people who live in Vancouver and responded to the survey. • People who live in Vancouver and responded to the survey primarily want local jurisdictions to work with employers to support telework and hybrid work options. They also want the City to run programs or provide incentives to reduce car trips. Finally, many people want to see more investment in safe infrastructure for walking and biking in Vancouver. Camas • Traffic congestion is the primary concern for people who work in Camas and responded to the survey. • Climate change and traffic congestion are tied as the primary concern for people who live in Camas and responded to the survey. • People who live in Camas and responded to the survey primarily want local jurisdictions to work with employers to support telework and hybrid work options. They also want the city to build more safe infrastructure for walking and biking. Many respondents also want the City to invest in programs and incentives to reduce car trips. Clark County • Traffic congestion is the primary concern for people who live and work in unincorporated Clark County and responded to the survey. Climate change is second for people who live in unincorporated Clark County. • People who live in unincorporated Clark County and responded to the survey primarily want local jurisdictions to work with employers to support telework and hybrid work options. They also want the County to invest in programs and incentives to reduce car trips. Washougal • Traffic congestion is the primary concern for people who live in Washougal and responded to the survey. • People who live in Washougal and responded to the survey primarily want local jurisdictions to work with employers to support telework and hybrid work options.
Art & Nature Walk in Park	August 2024	• The bulk of the people we spoke to weren't from the Bagley Downs Neighborhood. This made it a bit difficult to discuss their transit and walking options easily. Still, we were able to talk to recent movers and handed out a lot of flyers to Spanish speaking individuals. Sentiment was quite positive; many folks were happy to learn that kids rode free on C-TRAN.

		• Placement is key, and it might have been wise to advocate for a spot near the neighborhood association table. This could have attracted more local folks to talk to.
Fourth Plain Forward	August 2024	• Many concerns for low-income population in Vancouver. These included: emotional weight/ added stress of navigating carpool/ transit for those already overburdened, lack of flexibility in work environments for tardiness, the freedom and emotional release of having a vehicle for those living in multi-generational households, even during inclement weather or extenuating circumstances when buses don't run the poorest workers still must report for work and on-time. • Insufficient transit routes, inconsistent service -- community does not feel like it can rely on transit. • Pacifica and Chuukese community have been passed by bus drivers while waiting at stops. • For walking and biking, there is a lack of trust and a lack of infrastructure so that the community does not trust it as a viable option. • There are air quality concerns in this community. • The alignment of freeways in Clark County makes it very difficult to commute as a bike rider north to south and east to west. • There is a lack of bike shops in the community. • Invest in bike infrastructure and more bike repair stations. "There are many costs associated with the privilege of being a bike rider", "Why would someone pay hundreds of dollars to get squashed in the road" Low-income communities need support in getting bikes but the infrastructure needs to come first. • Get the buy-in from the employer and offer incentives through commuting. • Have the CTR plan be the responsibility of the employer, so they are more gracious about arrival times and flexible with emergencies. • Low-income folks need a reason to incur the extra labor and mental load that would need to be conducted to achieve the CTR goal. • "I would love to have a bike road! Away from the danger and emissions of cars". Respondent was really passionate about air quality. We need more tree coverage and shade scape and native plants. We need physical barriers, "Anything can be a difference in whether or not your mom comes home." Supports environmental barriers. • "I would still choose biking every single day and I have been hit by a car. I still cycle every day on my peloton. It would skip a step if I could just cycle to work." • This plan needs to really amplify the lives and issues of people of color. • A car for low-income communities can be their safe space, within multi-generational households, or for folks at high-stress jobs such as teaching.

c. *What did they have to say?*

In summary, community members wanted investment in safe, reliable and affordable transportation options. People that have been disproportionately impacted by the transportation system said in summary; for more details, see the table in question 28a:

- There needs to be more safe infrastructure, including slower vehicle traffic speeds for people to want to bike, walk, carpool, or take transit to work. Owning a vehicle is often a safe place and gives households a sense of security.
- C-TRAN needs to communicate canceled bus routes more effectively and offer an alternative like an Uber/Lyft voucher for riders. C-TRAN needs to expand express bus service; it takes too long to get to regional destinations.
- Expand transit subsidies like Youth Opportunity Pass to get free transit in the hands of more individuals.

Businesses representatives and chambers of commerce said in summary; for more details, see the table in question 26b:

- Safety needs to be addressed for people to feel comfortable taking travel options.
- Travel options are unrealistic for people who commute long distances.
- Want walkable communities to encourage shopping and gathering places for the community.
- Increase shuttle and circulators to bring more people downtown and to main streets.
- Concerns with Interstate Bridge Replacement impacts (construction, business access, etc.).

Local government representatives said in summary; for more details, see the table in question 26b:

- Safety and more protected infrastructure for people to bike, walk and roll needs to be addressed for people to feel comfortable taking travel options.
- CTR could expand to people who age out of employment in our community. Offer a way for older adults to access a transportation allowance for trips to meet daily needs.
- Increase incentives to encourage more carpool matching and increase marketing of GetThereSWWashington.org.
- Increase bicycle parking at farmers markets, community events, parks, and other gathering spaces. The region desperately needs more bicycle parking.

C-TRAN representatives said in summary; for more details, see the table in question 26b:

- Employment hubs and major destinations are a strategic component of the C-TRAN 2045 transit plan.
- The Vine on Highway 99 will increase reliable and frequent transit service and create another major transit line for the region.
- Desire to increase vanpool, travel training, field trips, and subsidy options.
- Desire to increase education, marketing, mailers, social media, and in-person engagement to bolster C-TRAN ridership and GetThereSWWashington.org usage.

d. How did what they said influence the plan?

The CTR program administrator will:

- Assist employers in enrolling in C-TRAN employer transit pass program.
- Explore the CTR Program subsidizing C-TRAN employer transit pass programs.
- Aid local City staff in incorporating community feedback for slower speeds, protected and separated bicycle and small mobility infrastructure, and additional traffic enforcement.
- Aid C-TRAN staff in incorporating community feedback for increase transit service in Camas, more shelters at bus stops, and more access to PDX airport.

27. Describe vulnerable populations considered.

Racial or ethnic minorities: People of color or BIPOC individuals and communities are at a higher risk for poor health outcomes in response to environmental harms.

People with a disability: Transportation policy has been traditionally written by abled people and drivers. For people who cannot drive, major barriers exist to accessing daily needs and opportunity.

Workers categorized as ALICE (Asset Limited, Income Constrained, Employed): Individuals and families who work, but are unable to meet their basic needs, including food, childcare, housing, health care and transportation. These workers can be found at CTR-affected worksites and at other worksites.

28. Describe engagement focused on vulnerable populations.

a. Who did you talk to?

Engagement Activity	Date	Summary
Multicultural Resource Fair	June 2024	• Spoke to many families, youth, and community members at large about the transportation options available to them. • Gave out a multitude of reflective ankle bands and a few rechargeable bike lights. • Interest in the bike garden and more safe biking areas for people learning to ride. • Concerns with the safety of carpool matching on Get There (the inability to background check). • Youth excited for C-TRAN Youth Opportunity Pass. • People have bikes but lack protective gear or locks. • Desire for a Bike Basics Class.
Community in Motion	July 2024	• The issue is the infrastructure: bike lanes are unsafe, bus stops are too far apart, and need better infrastructure. • Use social media, make transit exciting, lower the barriers, lessen the stigma. • Insulated grocery bags are a useful giveaway. • Create incentives, education, events, carpool information to work with local businesses. • Guided bus tours to shopping and grocery centers for vulnerable groups. They don't use Instacart.

Washington State School for the Blind	August 2024	• C-TRAN cancels trips a lot and often it is not reflected on their website or transit. Invest in Uber/ Lyft vouchers for cancelled trips. • There should be express service and better connection between Longview/ Kelso (include casino) for our students that live in those areas as well as commuters from Northern cities. • Cowlitz county has a bus that comes from Longview/ Kelso, but it is very few and far between. • Commuting to the train station is difficult, confusing, dangerous, and tiresome for all people but especially those who are blind/ low vision. We need regional investment to increase access to the train station. • We need more express buses from Vancouver mall and other major hubs in Clark County. • "I like The Current. Needs expansion." • C-TRAN needs to work harder to get people there faster, it takes longer to wait for the 60 then to walk across the bridge to Portland. • Truncated domes and curb cuts perpendicular not diagonal for people walking with a disability. • Getting the word out about The Vine construction work and when stops will be without service. • Add a carpool lane north of the I-5 bridge. • Need a more reliable and robust system, "the biggest complaint from folks I work with is it takes two hours to get from point a to point b, but when I could drive it took 10 minutes."
Fourth Plain Forward	August 2024	• Many concerns for low-income population in Vancouver. These included: emotional weight/ added stress of navigating carpool/ transit for those already overburdened, lack of flexibility in work environments for tardiness, the freedom and emotional release of having a vehicle for those living in multi-generational households, even during inclement weather or extenuating circumstances when buses don't run the poorest workers still must report for work and on-time. • Insufficient transit routes, inconsistent service -- community does not feel like it can rely on transit. • Pacifica and Chuukese community have been passed by bus drivers while waiting at stops. • For walking and biking, there is a lack of trust and a lack of infrastructure so that the community does not trust it as a viable option. • There are air quality concerns in this community. • The alignment of freeways in Clark County makes it very difficult to commute as a bike rider north to south and east to west. • There is a lack of bike shops in the community. • Invest in bike infrastructure and more bike repair stations. "There are many costs associated with the privilege of being a bike rider", "Why would someone pay hundreds of dollars to get squashed in the road" Low-income communities need support in getting bikes but the infrastructure needs to come first.

		• Get the buy-in from the employer and offer incentives through commuting. • Have the CTR plan be the responsibility of the employer, so they are more gracious about arrival times and flexible with emergencies. • Low-income folks need a reason to incur the extra labor and mental load that would need to be conducted to achieve the CTR goal. • "I would love to have a bike road! Away from the danger and emissions of cars". Respondent was really passionate about air quality. We need more tree coverage and shade scape and native plants. We need physical barriers, "Anything can be a difference in whether or not your mom comes home." Supports environmental barriers. • "I would still choose biking every single day and I have been hit by a car. I still cycle every day on my peloton. It would skip a step if I could just cycle to work." • This plan needs to really amplify the lives and issues of people of color. • A car for low-income communities can be their safe space, within multi-generational households, or for folks at high-stress jobs such as teaching.

[39] *Sources: The plan shall be developed in consultation with local transit agencies, the applicable regional transportation planning organization, major employers, and other interested parties. (RCW 70A.15.4020(4))*

The local jurisdiction shall invite, as appropriate, representatives of major employers, local transit agencies, the applicable RTPO, business associations and economic development organizations, nonprofit transportation and land use advocacy organizations, pedestrian and bicycle advocacy organizations, public health agencies, tribal governments, and residents, employees and businesses that will be affected by the CTR plan to participate in the development of the local CTR plan.

The state intends for the invited partners to work collaboratively with the local jurisdiction by providing data and plans and discussing opportunities, including new and reprioritized investments and policy changes, to reduce drive-alone commute trips in the jurisdiction and increase transportation access to affected major employer worksites. (WAC 468-63-040(1)(b)(i))

The plan shall include documentation from the local jurisdiction that verifies consultation with employers, transit agencies and others to develop the plan. (WAC 468-63-040(2)(f))

b. When did you talk to them?

Engagement occurred between April 2024 and September 2024. For more details, see the table in question 28a.

c. What did they have to say?

People that have been disproportionately impacted by the transportation system said in summary:

- There needs to be more safe infrastructure, including slower vehicle traffic speeds for people to want to bike, walk, carpool, or take transit to work. Owning a vehicle is often a safe place and gives households a sense of security.
- C-TRAN needs to communicate canceled bus routes more effectively and offer an alternative like an Uber/Lyft voucher for riders. C-TRAN needs to expand express bus service; it takes too long to get to regional destinations.
- Expand transit subsidies like Youth Opportunity Pass to get free transit in the hands of more individuals.

For more details, see the table in question 28a.

d. How did what they said influence the plan?
The following results from engagement with people that have been disproportionately impacted by the transportation system influenced the plan:

- Create a subsidy or allowance for biking, walking, carpooling, vanpooling, and taking transit.
- Increased bicycle parking, including secure long-term and short-term bicycle parking.
- Shared vehicle parking programs that help reduce parking costs, especially for low-income households and vulnerable groups like students and youth.
- Increase remote work opportunities for people in the region.

[40] *Source: The state intends for the plan to be a mechanism through which employers can describe what policy changes, services and support they need to make their CTR programs more effective. (WAC 468-63-040(2)(a))*

29. List employers' suggestions to make CTR more effective.[40]

Employers expressed support for the following:

- Ensuring all members of our community have adequate and safe access to commute options.
- Increased transit subsidies or cash stipend for employees who do not drive-alone to work.
- Capital investment in protected multi-modal facilities for all ages and abilities.
- Investment in public transit service to increase frequency, reliability, and availability.
- Increased enforcement in areas surrounding park and rides and public transit stops.

30. Describe results of engagement focused on vulnerable populations that will be provided for use in comprehensive plan and transit plan updates.

The following results from engagement with vulnerable populations will be provided for use comprehensive plan and transit plan updates:

- Investment in public transit service to increase frequency, reliability, and availability.
- Capital investment in protected multi-modal facilities for all ages and abilities.
- Mixed use housing with walkable neighborhoods, close to daily needs and schools.
- Creative transit options to serve lower dense areas, increase point-to-point service, shared neighborhood vehicles and smaller transit and on-demand options.

Regional transportation planning organization CTR plan review

RTPO comments

[TYPE]

CITY OF Vancouver WASHINGTON

MEMORANDUM

DATE: March 10, 2025

TO: Mayor McEnerny-Ogle and City Council

FROM: Lon Pluckhahn, City Manager

RE: **Follow Up: 2025-2029 Vancouver Commute Trip Reduction Plan**

CC: Olivia Kahn, Travel Options Program Manager, Rebecca Kennedy, Deputy Director; Kate Drennan, Transportation Planning Manager, Community Development Department

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During the Commute Trip Reduction workshop on March 3, 2025, Councilmember Stober requested the Clark County CTR Mode Split data without the inclusion of telework as a mode. Figure 1 compares years 2017, 2019, and 2021 – the most recent available complete data, with the share of telework removed. The mode split chart only accounts for employees at CTR-affected worksites (100+ FTE) and represents all of those worksites across Clark County.

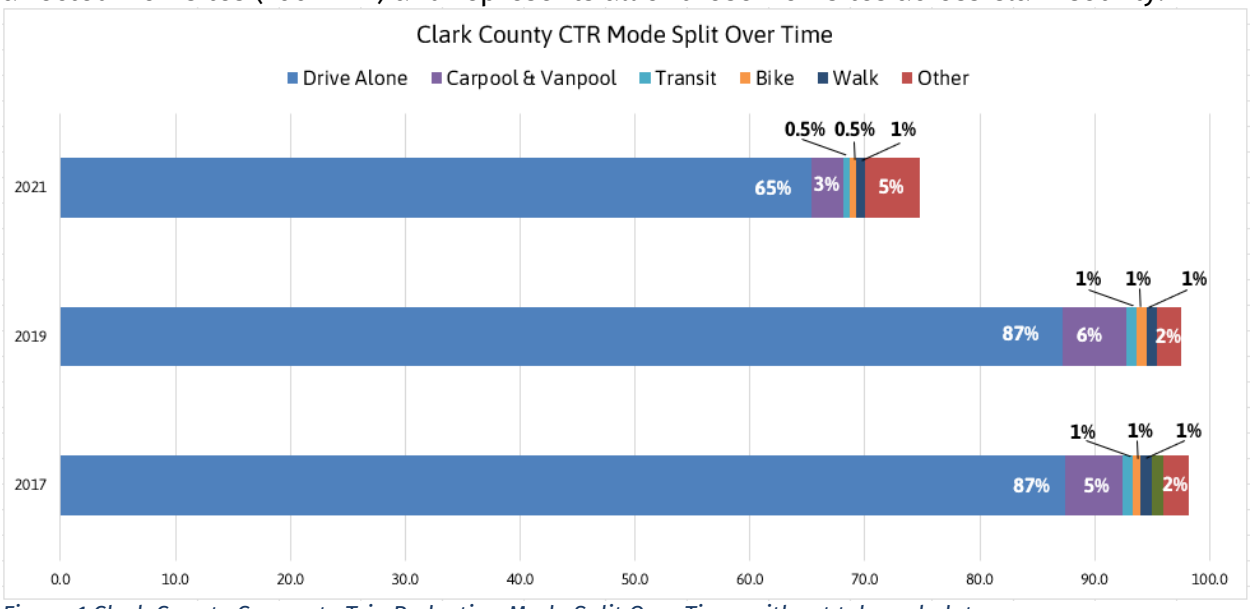


Figure 1 Clark County Commute Trip Reduction Mode Split Over Time, without telework data.

WSDOT and the Commute Trip Reduction program treats telework at a commute mode and as a trip reduction strategy. Telework is a roundtrip commute not taken. As you can see in

Figure 1, without telework, employees at Commute Trip Reduction worksites primarily drive to work with few employees taking transit, biking, walking, and carpooling to work. Telework will continue to be the best strategy for commute trip reduction and achieving the 60% drive-alone rate by 2029.

Council also discussed whether teleworkers are increasing their vehicle miles travelled (VMT) overall. Some early findings from the recently conducted Southwest Washington Regional Transportation Council Travel Study found that teleworkers that work remotely full-time actually make less trips and decrease VMT, whereas people that work a hybrid schedule do make more trips on average. This comprehensive travel survey offers a more complete picture of all trips across the region, versus the commute trip reduction survey which only gathers data from a narrow swatch of regional employers at affected worksites. The travel study website is here, https://www.rtc.wa.gov/studies/travelstudy/ and the full set of findings will be released by The Regional Transportation Council this Spring.

2025 Session Review

Aaron Lande
Policy and Program Manager
City Manager's Office

Brian Enslow
Principal
Arbutus Consulting

May 12thst, 2025

Key Themes from 2025 Legislative Session

- Uncertainty
- Tension
- Revenue verse Reductions
- Housing and Land Use Policy

Budget

Operating Budget: $77.9 billion

- $100 million for law enforcement grants over four years out of a dedicated account provided through HB 2015
- $117 million for local housing Programs
- K-12 education funding over four years including; $750 million for special education, $213 million for materials and supplies, and $200 million for local effort assistance funding to support students in low-income school districts

Revenue

Major Revenue Components: $4.3 billion

- ESHB 2081 Business and occupations tax
- ESSB 5813 Tax rates/cap. gains, estate, and
- ESSB 5814 (Excise taxes)

Notably NO Property Tax Cap Lift

Safe and Prepared Community

HB 2015: Local Law Enforcement

- Creates a Local Law Enforcement Grant Program to be administered by the Criminal Justice Training Commission.
- Authorizes a new local councilmanic authority of a 0.1 percent sales and use tax for criminal justice purposes for BOTH the county and the city.

HB 1811: Co-Response

- Directs the University of Washington School of Social Work to develop a crisis responder training academy to be offered in all behavioral health administrative services organizations by January 1, 2027.

Transportation Budget

This budget is supported primarily by the two new resources below:

- SB 5801 - includes a 6-cent-per gallon increase and,
- SB 5802 - creates a permanent dedication of 0.1% of the current state 6.5% sales and use tax

Increases local resources of $49.7 million in the 2025-27 biennium and $101.9 million in the 2027-29 biennium

Transit Oriented Development

HB 1491:

- Requires cities planning under the Growth Management Act to allow new residential and mixed-use development within a station area at certain transit-oriented development densities.
- Establishes affordability requirements and authorizes a 20-year multifamily property tax exemption (MFTE) for residential and mixed-use buildings constructed within a station area.
- Requires a city to reduce certain impact fees by 50 percent if the project is within a station area and claiming the new 20-year MFTE.

Housing and Human Needs

Major Policy Items

Rent Stability:

- HB 1217 Establishes a rent increase limit of 7% plus CPI, or 10%, whichever is less
- Properties are exempt for the first 12 years after certificate of occupancy

Condominium Construction:

- HB 1403 exempts two story developments of 12 units or fewer from the implied warranty requirements

Parking Minimums

- Under SB 5184 the city may not require more than 0.5 parking space per multifamily dwelling unit or more than one parking space per single-family home
- Applies to all cities over 30,000.

Capital Budget Requests

Regional Training Center

- Funded in the House Capital Proposal
- NOT funded in the final budget

Waterfront Gateway Plaza

- Funded in the Senate Capital Proposal
- NOT funded in final budget

Climate and Natural Systems Policy Results

Product Stewardship

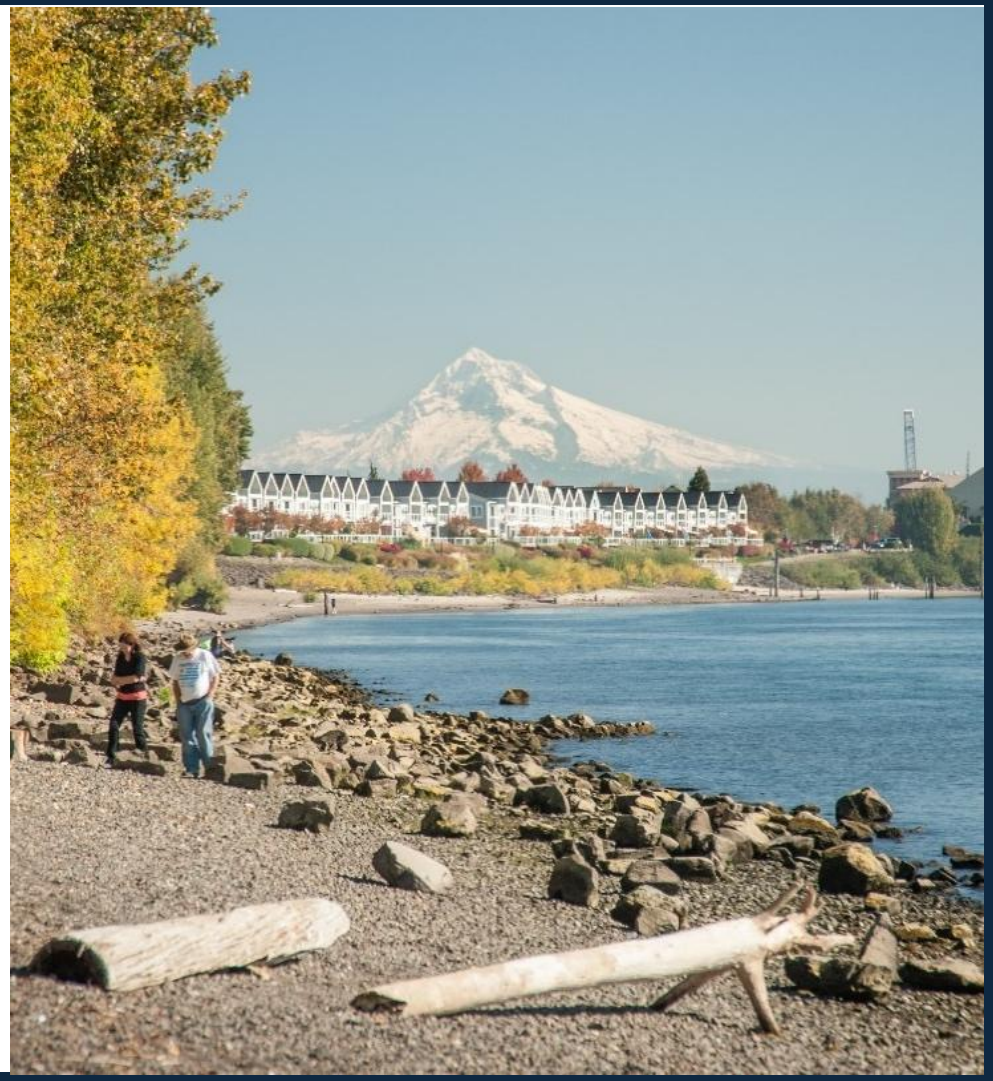
- SB 5284 establishes an extended producer responsibility program for covered packaging and paper products, and
- Requires producers of covered packaging and paper products to join a producer responsibility organization

Solid Waste Handling

- HB 1154 Requires the Department of Ecology (Ecology) to approve all permits for landfilling prior to issuance or renewal by the jurisdictional health department, and
- Provides conditions in which Ecology may take enforcement action

HB 1515:FIFA Fanzone

The City or County may request expanded outdoor and indoor alcohol service for liquor to during the World Cup



High Performing Government

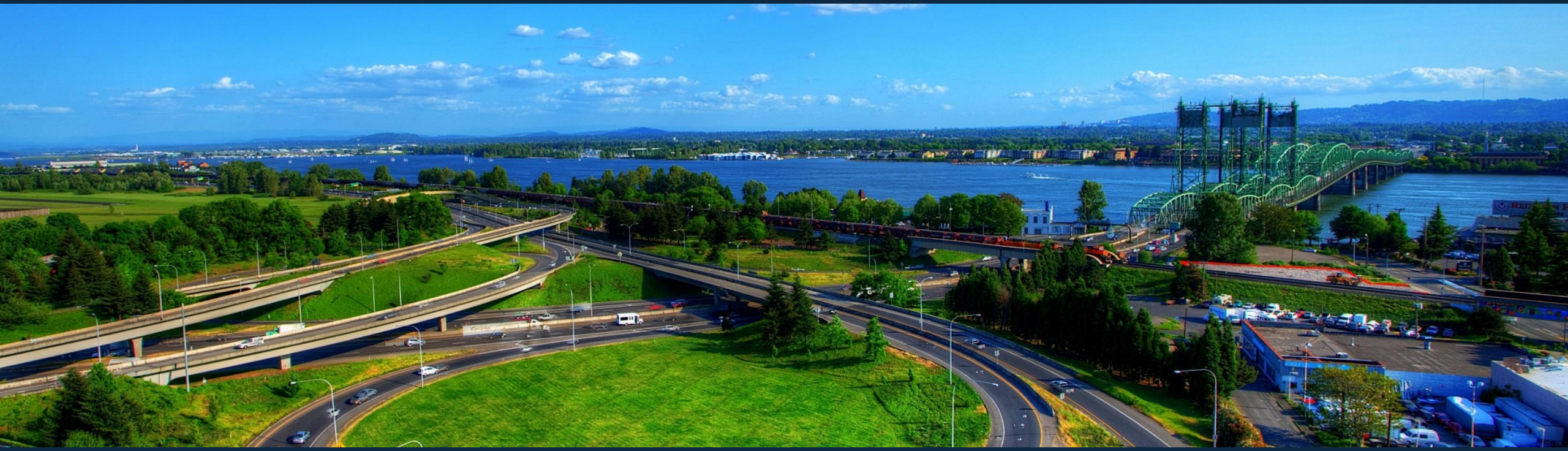
HB 1791: Real Estate Excise Tax

- Aligns allowable uses of real estate excise tax (REET) 1 and 2 revenues
- Removes the expiration date on the ability to use certain local government REET funds

HB 1109: Public Facility Districts

- Extends the authorization for state-shared local sales and use taxes for regional centers from 40 years to 55 years

Thank You



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