# 2024 Legislative Planning

**Brian Enslow**
Principal, Arbutus Consulting
w/ Aaron Lande
Policy and Program Manager

CITY OF
Vancouver
WASHINGTON

# 2024 Session Context

## Political Context:

### 60-day Session:

- A “second chance” at bills that didn’t pass last year.
- Not a lot of time for new policy.
- Political risk-taking is limited headed into election cycle.

### Crowded Statewide Races:

- Has the possibility to impact focus.

### Redistricting Needs to be Revisited:

- The Courts threw out the 15$^{th}$; redrawing could have unintended consequences.

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# 2024 Session Context

## Key Dates:

**January 8th:**

- First Day of Session.

**January 24 & 25:**

- AWC Action Days.

**Middle of February:**

- Revenue Forecast.

**March 7:**

- Last Day of Session.

# 2024 Session Context

## Revenue Outlook

## General Fund:

- Washington's unemployment rate is at an all-time low.
- Seattle-area consumer price inflation outpaced the national average.
- Cumulative tracked collections are currently $177.2 million (2.7%) higher than forecasted.

## Climate Commitment Act:

- $1.5 billion collected to date this year alone, currently $2.0 billion assumed in two-year budget.
- Conversations regarding linking Washington's market with California and Quebec have started in earnest.

## Transportation Resources:

- Resources appear stable, costs estimates continue to increase.

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# 2023 Transportation Budget Priorities

## I-5 Bridge Replacement:

- Ensure sufficient funding is available in 2023-25.

## Support Clark County Transportation Alliance Policy Statement:

- A strong, united voice increases the chances that our region will receive funding for critical transportation projects.

# 2024 Housing and Unhoused Issues…

- State resources for affordability.
- Transit-oriented development.
- Expansion of missing middle, smaller cities, UGA, HOAs, etc.
- Homestead exemption.
- Additional condominium reform.
- Comprehensive plan requirements and deadlines.
- Encampments, DOT rights-of-way.
- Streamlining inter-governmental partnerships.

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# 2023 Housing and Homelessness Policy Direction

## Homelessness Response Support:

- The City supports the creation of an additional 0.25% councilmanic Real Estate Excise Tax or similar tool for the express purpose of providing direct homelessness response.

## Housing Availability and Affordability:

- The City supports increasing housing availability and affordability by creating a statewide baseline while still allowing cities to have the flexibility to implement additional local solutions.

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# 2024 Environmental Issues

- Climate Commitment Act resources and policy.
- Decarbonization of public buildings.
- Improving Washington’s solid waste management (WRAP ACT).

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# 2023 Climate Policy Direction

## Climate Funding Mechanism:

- The City requests that a percentage of Climate Commitment Act funds be made available to local jurisdictions with adopted climate action plans or frameworks to support local efforts towards achieving local and state emission reduction goals.

## Climate Incentives:

- The City supports policies that would incentivize property owners, consumers, and businesses to move towards lower carbon solutions.
- Such as: public incentives for energy efficient heating, assistance to low-income households for heat pump conversions, electrification, etc.

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# 2024 Public Safety Issues

**Police Officer Recruitment and Retention:**

- Additional funding tools and resources to support officer recruitment and retention.
- Changes to eligibility requirements to allow those in DACA status to serve as police officers.

**Drug possession and fentanyl crisis:**

- Direct funding to help offset cities’ costs for implementing the new Blake/drug possession law.

**Pursuits related auto theft and property crime:**

- Other jurisdictions will look to expand crimes eligible for pursuit to include auto theft and some property crimes.

**Continued Support for the Southwest Regional Training Academy:**

- Ensure resources are available when needed and continue to pursue long-term capital funding.

# Thank You

brian@arbutusllc.com

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MEMORANDUM

**DATE:** October 16, 2023

**TO:** Mayor McEnerny-Ogle and City Council

**FROM:** Eric Holmes, City Manager

**CC:** Rebecca Kennedy, Deputy Director; Kate Drennan, Principal Transportation Planner, Emily Benoit; Senior Transportation Planner, Community Development Department

**RE:** **Complete Streets Program – Second Quarterly Update**

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**Background**

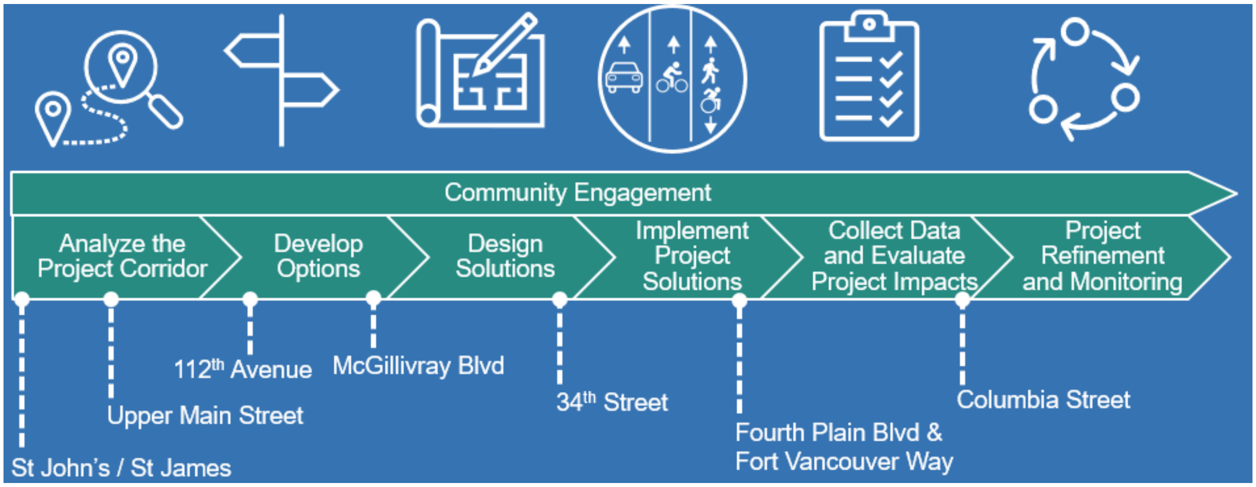
City Council adopted a Complete Streets ordinance in 2017 in accordance with Action 1.1.1 of the Strategic Plan. The ordinance sets a vision for a "safe, accessible street system that benefits all users, ages, and abilities", and for a "convenient and interconnected transportation network that improves accessibility to adjacent land uses and fits the dynamics and character of each neighborhood throughout the City". Since that time, Council has approved funding for a number of Complete Streets Safety and Mobility Projects to advance this vision, and identified significant new permanent revenues for the program in the 2023-24 biennial budget. Staff provide quarterly status updates to Council on this program, which is intended to provide status updates on all projects coupled with more detailed updates on projects at key milestones.

**Complete Streets Program Overview and Timelines**

Roadways that undergo a Complete Streets project work through a six-phase process. Currently the City has a corridor project in every phase of the process.

1. **Analyze the Project Corridor.** At the beginning of a project, the Project team identifies project schedule, budget, and process, gathers data, and engages stakeholders to determine what issues and deficiencies the Project is trying to address. The team looks at corridor characteristics such as traffic volumes and speeds, existing pedestrian and small mobility facilities, crash history, adjacent land uses and neighborhood characteristics. The team engages with the community and the Transportation and Mobility Commission to learn their concerns and develop goals for the corridor.
2. **Develop Options.** During this phase, the Project team incorporates findings from existing conditions work and early engagement to develop alternatives for roadway configurations and safety improvements. The project team works with the Transportation and Mobility Commission to review design options and collects feedback from corridor residents and users, businesses, community-based organizations, equity priority communities, community service providers like schools and healthcare facilities, C-TRAN and other agency partners, and other broad community outreach.

3. **Design Solutions.** Upon selection of the preferred roadway design option and corridor safety improvements, the project team advances striping plans to a 30% design.  After this step, the project transitions from a Planning-led project to a Public Works-led project, who advance striping design in coordination with upcoming pavement work, design mobility elements, and ultimately manage construction of the project. If there are complementary improvements that are identified for future implementation, they are added to the City's 6-year Transportation Improvement Program (TIP).
4. **Implement Project Solutions.** To date, all Complete Streets projects have been selected to coincide with upcoming paving work, leveraging resources to efficiently advance maintenance and mobility goals in tandem. With new funding resources adopted by Council as part of the 2023-2024 biennial budget, the program team will be able to advance additional future projects outside of the paving program. Project implementation occurs in several steps, and is dependent on the final design solution, but generally includes some combination of the following elements: updated striping, updated curb ramps if existing ramps do not meet ADA standards, traffic calming, sidewalk and other pedestrian improvements like bulb outs and refuge islands, small mobility infrastructure like green paint and bike boxes, the addition of buffers and vertical delineation, and tree planting. Implementation strategies have been developed for several projects to mitigate impacts to residents and businesses along the project corridor, including additional programmatic investments and specific monitoring commitments.
5. **Collect Data & Evaluate Project Impacts.** Following the implementation of a project, the City begins a year-long process of collecting data and community input on the corridor to evaluate the project's performance. This includes collection of the following data: vehicle, pedestrian, and small-mobility user counts across seasons; data on vehicle speeds and crashes; changes to the level of comfort and safety for pedestrians and small-mobility users using a level of traffic stress assessment; and feedback from corridor users and adjacent residents and businesses via intercept, mailed, and online surveys to assess the experience of users on the corridor and perceived impacts from corridor changes. Surveys are sent at the 1-, 6- and 12-month interval to capture evolving experiences as new travel patterns set in.
6. **Project Refinement and Monitoring.** After collecting project impact data for a full year, the Project team assesses if roadway changes are advancing the Project goals. The team then recommends any further refinements or changes based on the data and collected feedback from users, neighbors, and service providers operating on the corridor. After this phase, the corridor will continue to be monitored using the same performance metrics as the citywide transportation system. This includes monitoring for safety issues via our crash portal, tracking shifts in travel mode through the area, and other metrics identified in the upcoming Transportation System Plan and Strategic Plan data dashboards.




**Status of Current Complete Streets Projects**

The City currently has Complete Streets project in all phases of the program. Below is a brief snapshot of their status as of October 2023.

| **Phase 1: Analyze the Project Corridor** | |
|---|---|
| **St. Johns/ St. James** | A contract for this projected was awarded in Summer and signed in Fall 2023. A project kick-off is planned for late October, where timeline, scope, issues, and opportunities will be identified by the City's planning, traffic and design staff along with the consultant team, and confirmed through additional data gathering and community engagement. |
| **Upper Main Street** | Traffic analysis work was completed in coordination with the Hwy 99 C-TRAN BRT project. The Complete Street project kicked-off in Fall 2023 and will work closely with C-TRAN to collaborate on community engagement and developing options and solutions for transportation and multi-modal connections along the corridor.<br><br>Traffic models and analysis found minimal future vehicle traffic growth on the corridor due to relatively built-out nature of the adjacent land uses, and I-5 improvements associated with the Interstate Bridge Replacement project improving current conditions that today divert traffic from the freeway mainline on to local streets. The team has found that a roadway reconfiguration north of E 40th in the north-bound direction was feasible with minimal impact to vehicle and bus travel times. The team also used traffic models to evaluate southbound roadway reconfigurations that convert one vehicle travel lane into a bus and right turn (BAT) only lane. Traffic models show a minimal travel time savings for buses over operation in a general-purpose lane during typical conditions but could offer more reliability during freeway events where additional traffic diverts off the mainline. Staff is coordinating with C-TRAN to discuss different traffic findings and will continue to work |

| | |
|---|---|
| | closely as the project advances into the Safety and Mobility phase of the project. |
| **Phase 2: Develop Options** | |
| **112th Avenue** | This Project kicked off late winter of 2023. The Project team has analyzed existing conditions including crash history, pedestrian and mobility facilities, traffic speeds, volumes and traffic hot-spots, corridor destinations and area demographics. While conducting this analysis, the Project Team has been concurrently engaging with residents, schools, and businesses in the project area to learn more about community concerns and needs. This included 55 phone interviews with stakeholders and four days of in-person business canvassing when the team visited 140 corridor businesses. A wider community survey has generated nearly 450 responses and will be open until October 20th.<br>A menu of design options is being developed in response to the constraints on the corridor and initial community feedback received. |
| **McGillivray Blvd** | This project is currently refining design options that incorporate safety elements to address concerns shared by the community and findings from the traffic analysis conducted in Phase 1. An initial three design options were created and shared with the Transportation and Mobility Commission, and 50 community members through a series of Community Conversations – in-depth conversations with community members to evaluate the pros and cons of each of the three options. These focus groups were populated with community members who responded to invitations mailed to 8,000 households along the corridor. Everyone who responded was invited to participate. Based on the feedback from these meetings, one design option was eliminated and the other two were adjusted to better reflect project goals and the opportunities and constraints discussed in those meetings. The two design ideas are currently being shared with the community for additional feedback, which is being collected via survey, emails, and in-person presentations at the Riveridge and Wildwood neighborhood associations. Additional workshops to discuss design options are planned for City Council on November 27th and with the Transportation and Mobility Commission on December 5th. Project implementation is planned for 2025 in coordination with corridor paving work. |
| **Phase 3: Design Solutions** | |
| **34th Street** | This project is coordinating with the Vancouver Innovation Center (VIC) Master Plan amendment process to ensure the design option will support the expected future development along this corridor. Project staff recently briefed the City Council on additional analysis work conducted to better understand intersection operations at 164th and 192nd. Following the additional analysis, the Project team recommended that civil design work continue the recommended design included in the 34th |

| | |
|---|---|
| | Street Resolution M-4189 adopted by City Council on September 26th, 2022. The Project is currently in the civil design phase, with implementation scheduled for 2024. |
| **Phase 4: Implement Project Solutions** | |
| **Fort Vancouver Way** | This project has been constructed over the course of Summer and Fall 2023 in three phases: rebuilding curbs and ramps, pavement preservation, and restriping of the roadway. Some additional mobility lane elements will be installed in the form of vertical separation in narrow buffer zones adjacent to two travel lanes and/ or mixing zones. |
| **Fourth Plain Boulevard** | Phase 1 of Fourth Plain Boulevard (from F Street to Ft. Vancouver Way) is being constructed in coordination with Ft. Vancouver Way over the course of Fall 2023 in three phases: rebuilding curbs and ramps, pavement preservation and restriping of the roadway, and constructing mobility elements. The first two phases are in-progress, however constructing mobility elements will be delayed until Spring-Summer 2024. The delay is due to two primary issues: long procurement timelines for signal poles and longer than normal partner agency review timelines. Phase 2 of Fourth Plain (between Ft. Vancouver Way and Andresen Road) is in the 95% design phase with plans to implement the roadway restriping and mobility improvements in Summer/Fall 2024. |
| **Phase 5: Collect Data and Implement Project Impacts** | |
| **Columbia Street** | This Project is reaching the end of the year-long data collection and evaluation phase. The project team has collected volume and speed counts throughout the evaluation period, along with conducting intercept user feedback, and survey responses from adjacent residents and businesses. The Project Team is collecting a final round of counts and speed data and has distributed an additional survey to service providers and adjacent property owners. Staff will evaluate the data and community feedback to evaluate the project, report on project impacts and make recommended project refinements for the future. |
| **Phase 6: Project Refinement and Monitoring** | |
| **McLoughlin Boulevard** | This project has completed the year-long evaluation and the Project Team has presented their evaluation report and project refinement recommendations to Council (April 2023). Recommended Project refinements will be implemented during the next corridor paving project, and the corridor will be monitored as part of the City-wide performance monitoring. |

# Complete Streets Program Quarterly Update

**Kate Drennan,** *Principal Transportation Planner, CDD*
**Emily Benoit,** *Senior Transportation Planner, CDD*

## October 16, 2023

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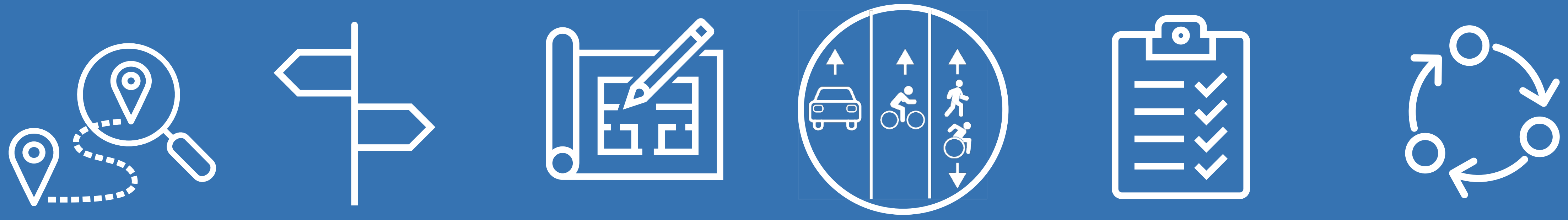
# Purpose and Agenda

**Workshop Purpose:**
**Provide milestone updates**

**Workshop Agenda:**
**Snapshot of current Complete Street projects**

**Workshop Agenda:**
**Shallow Dive on McGillivray Blvd**

# Complete Streets Program Cadence



Community Engagement

1. Analyze the Project Corridor
2. Develop Options
3. Design Solutions
4. Implement Project Solutions
5. Collect Data and Evaluate Project Impacts
6. Project Refinement and Monitoring

- St John's / St James
- Upper Main Street
- 112th Avenue
- McGillivray Blvd
- 34th Street
- Fourth Plain Blvd & Fort Vancouver Way
- Columbia Street

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# Columbia Street

Planning Timeline: 2018 - 2020

Project implementation in 2021-2022

Current Stage: Data collection and evaluation through end of 2023

- Final counts taken during fall
- 1 yr. resident/business/ user surveys sent in October

Next Step: Bring project refinement recommendations to TMC & Council

# Fourth Plain Blvd & Fort Vancouver Way

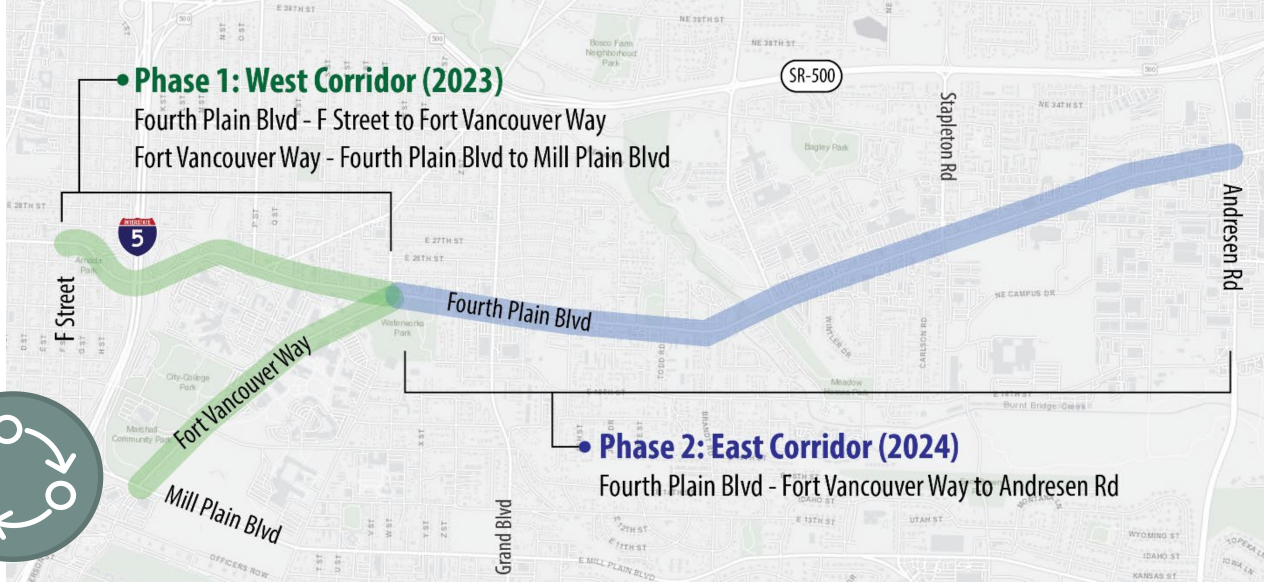
## Phase 1 Update

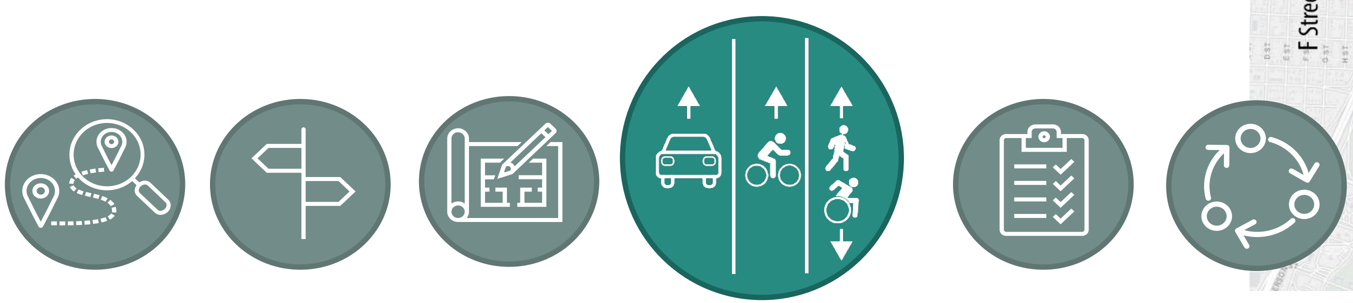

Planning Timeline: 2022-2023

Project Implementation: Phase 1 construction coordinated with 2023 summer pavement work

Current Stage: Implement Project Solutions

- New striping on Phase 1 corridor
- Mobility project elements delayed; installation targeted for Spring 2024



# Fourth Plain Blvd & Fort Vancouver Way

## Phase 2 Update

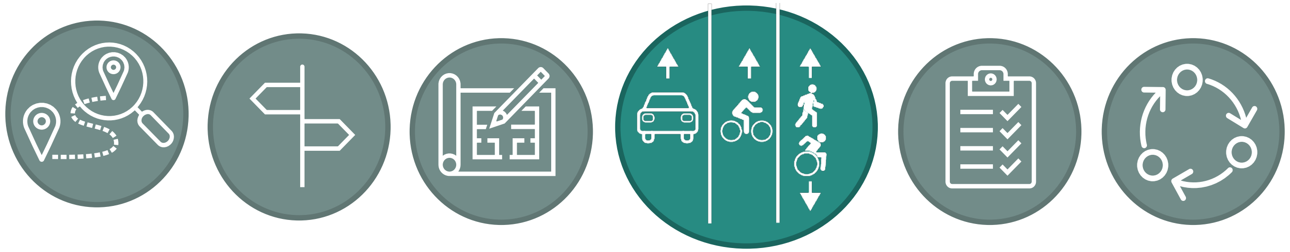
Planning Timeline: 2022-2023

Project Implementation: 2024 - Phase 2 coordinated with 2024 pavement work

Current Stage: Implement Project Solutions

- Corridor designs at 95%
- Ongoing coordination with C-TRAN
- Survey work for longer term multiuse path on east end of segment

Phase 2 design on Fourth Plain Blvd between Ft. Vancouver Way and Falk Road (looking eastbound)



# McGillivray Boulevard

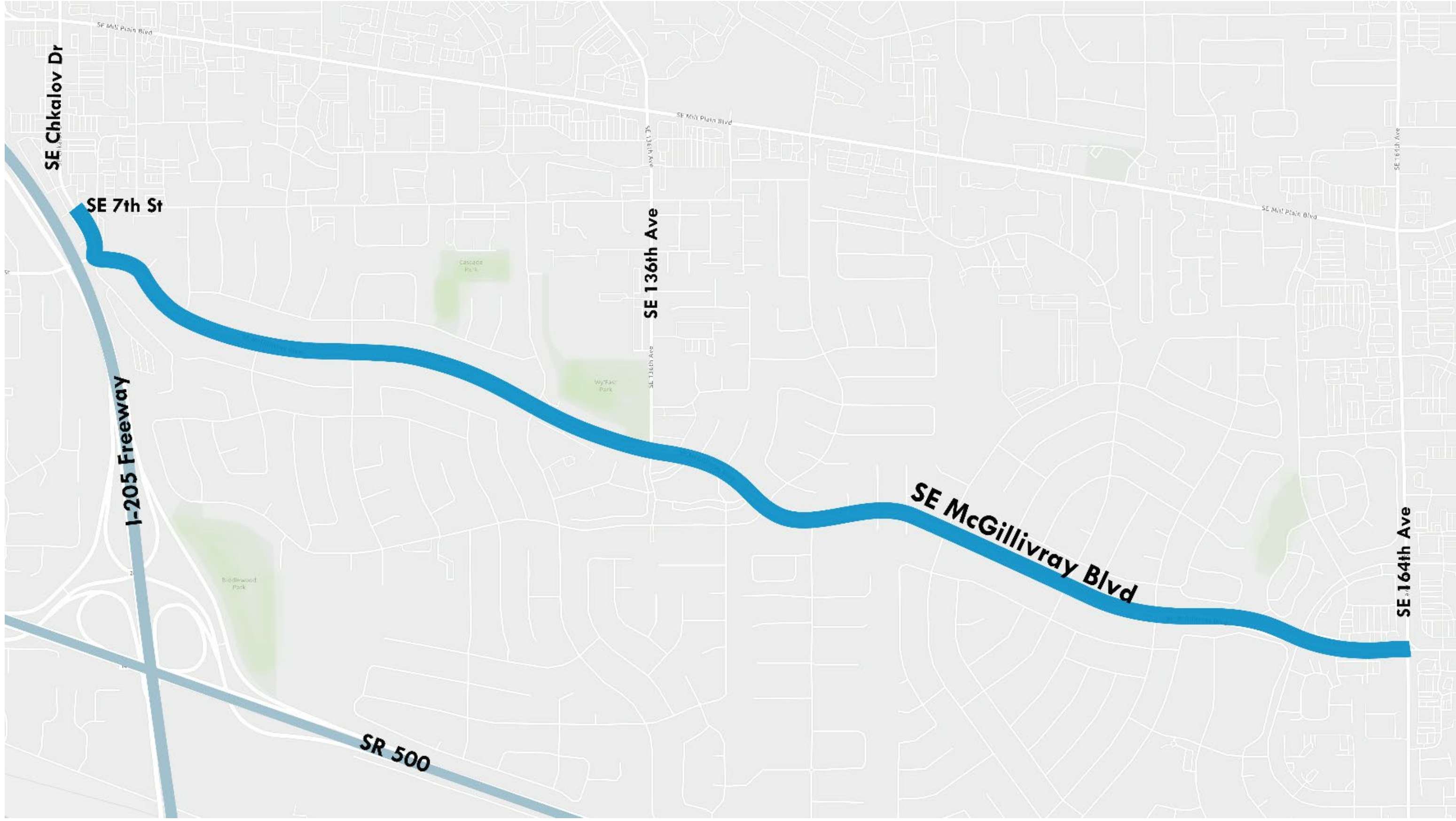
Planning Timeline: 2022-2023

Project implementation: coordinated with 2025 summer pavement work

Current Stage: Develop Options

- Refining suite of design options based on TMC and community feedback & project goals

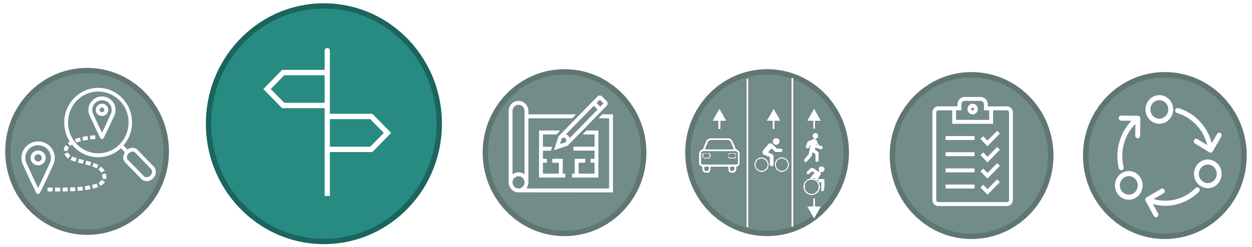
Next Stage: Design Solutions



# McGillivray Boulevard

## Current Stage: Develop Options

- Three options designed based on safety and traffic analysis and phase 1 engagement on project goals and outcomes
- Community conversation focus groups delved into each option; resulting in two updated design options for further consideration
- Engagement continues throughout fall 2023 to inform design revisions.

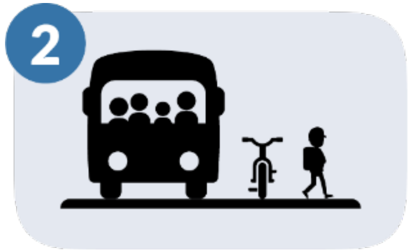


## Project Goals:

### Lower Vehicle Speeds


Lower vehicle speeds on the corridor to improve safety for all users regardless of how they travel and to reduce cut-through traffic to support the neighborhood context.

### Improve Safety & Comfort




Make the corridor safe and comfortable for people of all ages and abilities to walk, bike, roll, use small mobility devices, and access transit.

### Improve Intersections & Crossings


Improve safety and comfort at intersections and crossings on the corridor.

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# McGillivray Boulevard Project Engagement Overview

## Phase 1 Engagement:

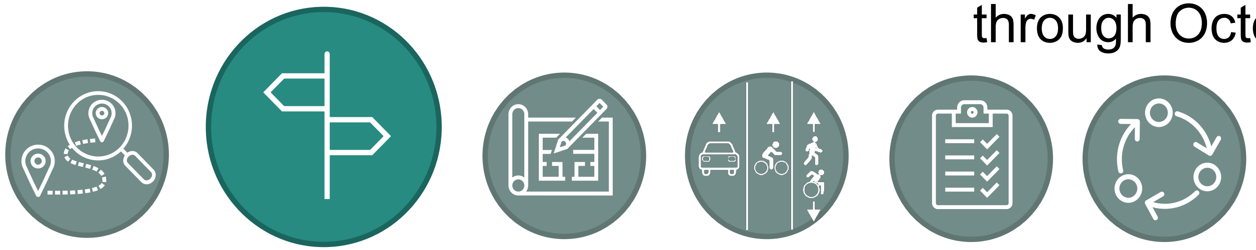
- 14 people attended walking and biking audits
- 1 in-person open house with 130 attendees
- 1400 responses to online survey
- 38 responses to surveys for Wy'East and Mountain View schools.
- 5 presentations to Neighborhood Associations

## Phase 2 Engagement:

- Community members invited to join Focus Group conversations through 8000 postcards, canvassing businesses, and tabling at community events.
    - 106 people signed up, and 50 people attended 7 focus groups.
- 500 responses to online design options survey (open through October)

## What's Next:

- Continued discussions with community associations (Riveridge & Wildwood scheduled, more soon)
- November 27 to City Council for Workshop



# SE 34th Street

Project began in 2022

Project implementation in 2024

Current Stage: Design Solutions

- Public Works partners advancing to 60% design plans
- Ongoing coordination with C-TRAN

Next Steps: Implement Project Solutions


# 112th Avenue

Typical cross section on 112th

Project began 2023

Project Implementation: 2025 & 2026

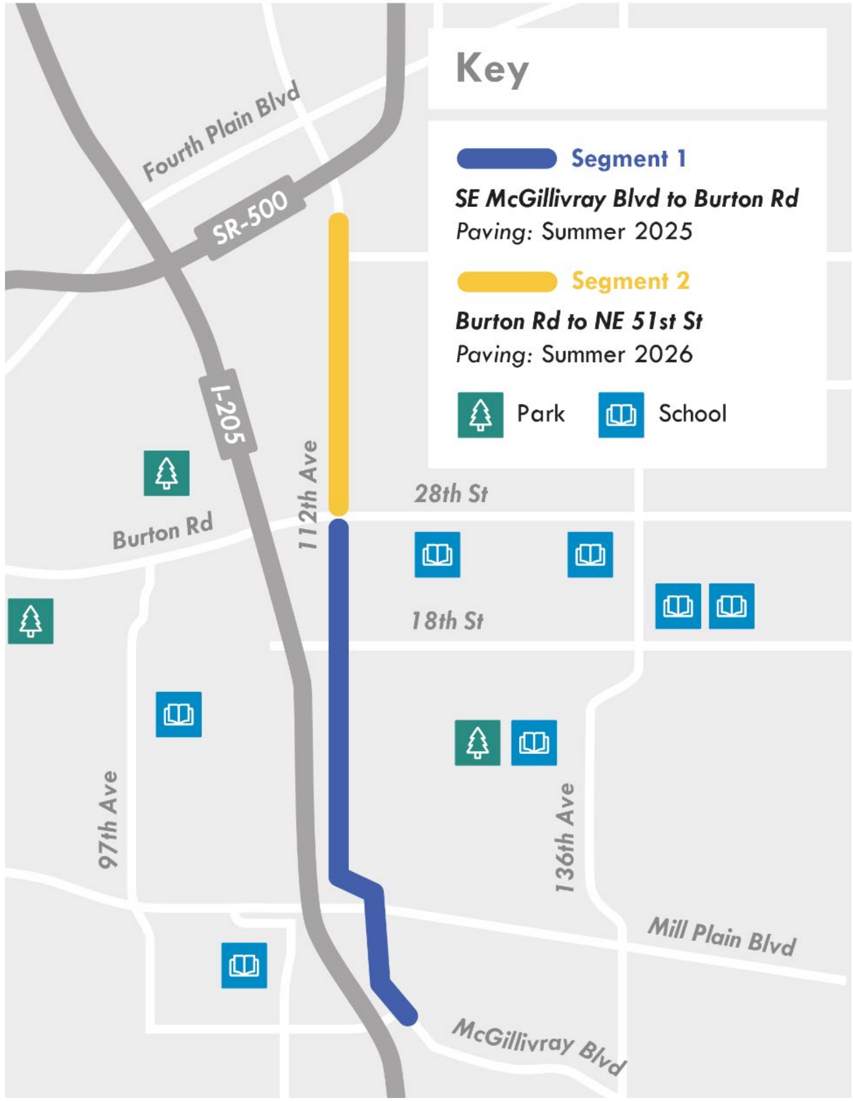
Current Stage: Develop Options

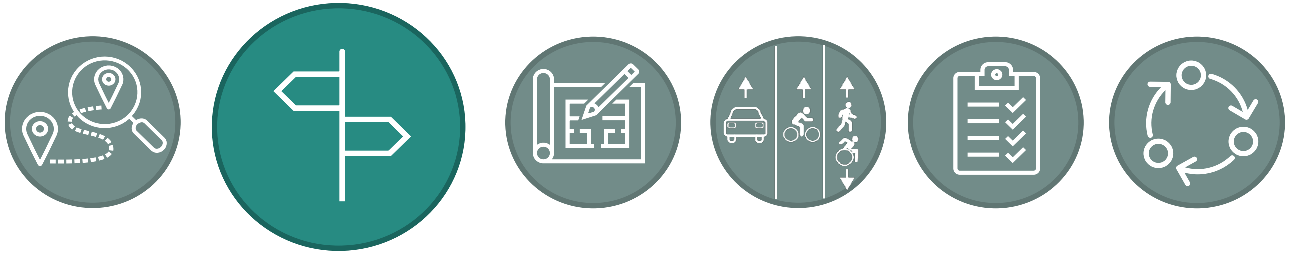
- Analyzing safety and traffic conditions
- Phase 1 community engagement on corridor experiences & priorities

Next Stage: Design Solutions (2024)

Existing conditions found:

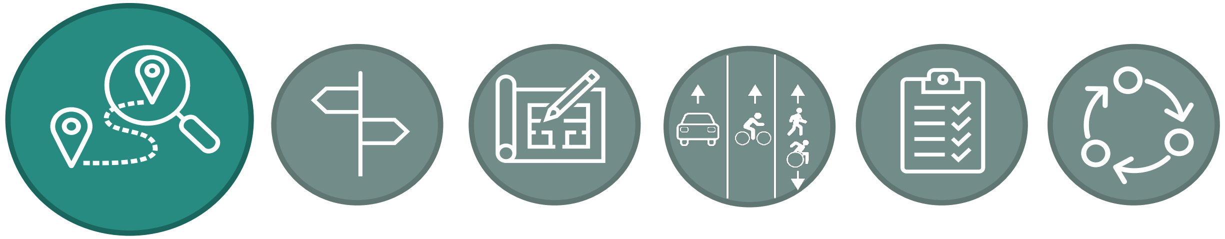
- Lane widths vary – non-standard widths a community concern
- No mobility lanes through most of corridor
- Sidewalks are inconsistent/ sometimes missing
- Long-distances between marked crossings for pedestrians

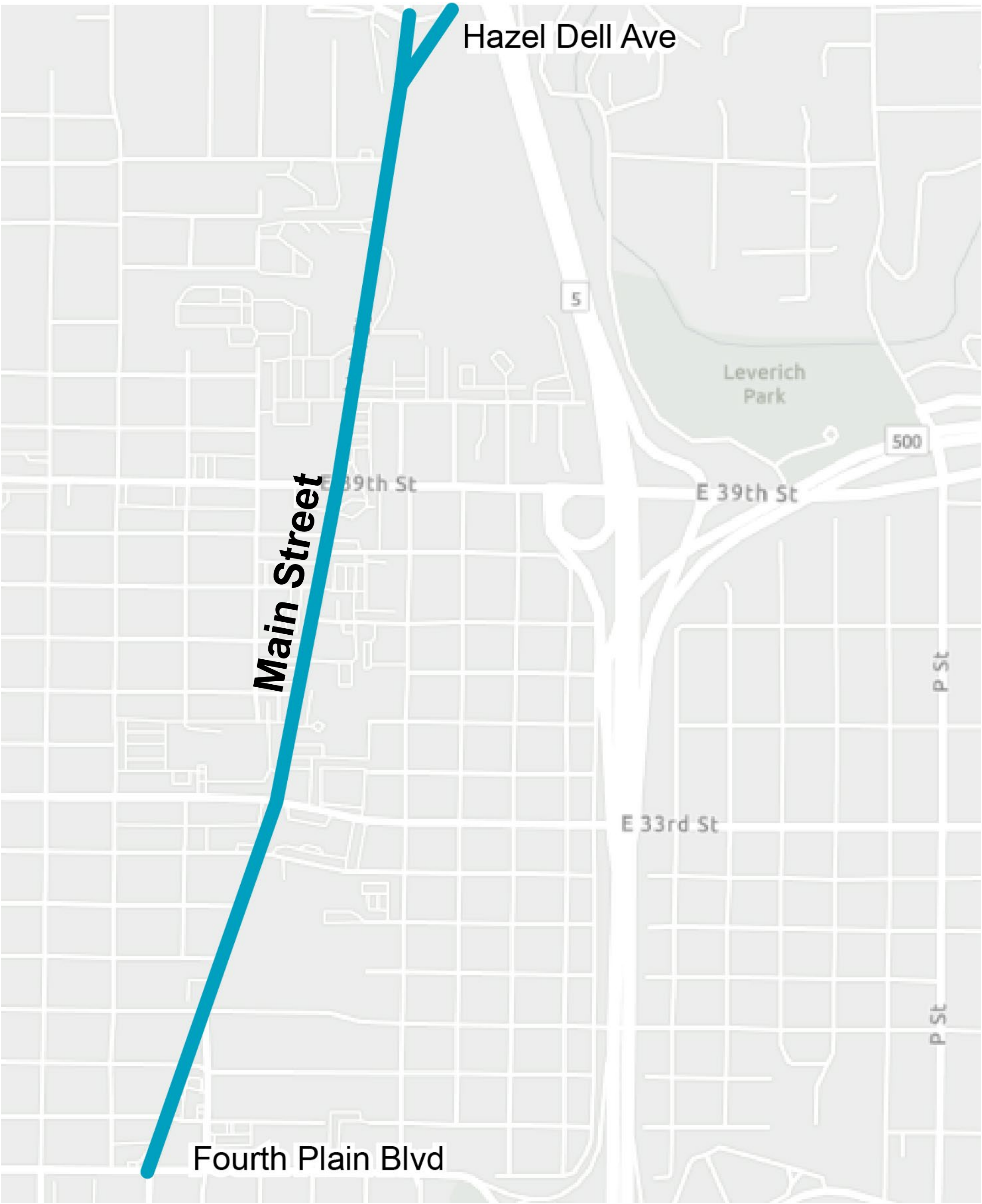


# Upper Main Street

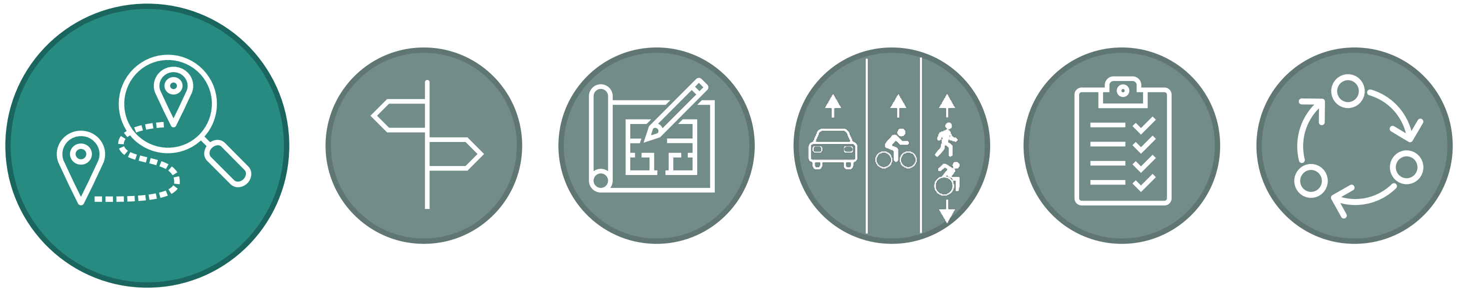
- Project began 2023
- Project Implementation 2025
- Current Stage: Analyze the Project Corridor
    - Coordinated traffic analysis complete
    - Corridor safety & mobility analysis underway
    - Crafting public engagement plan

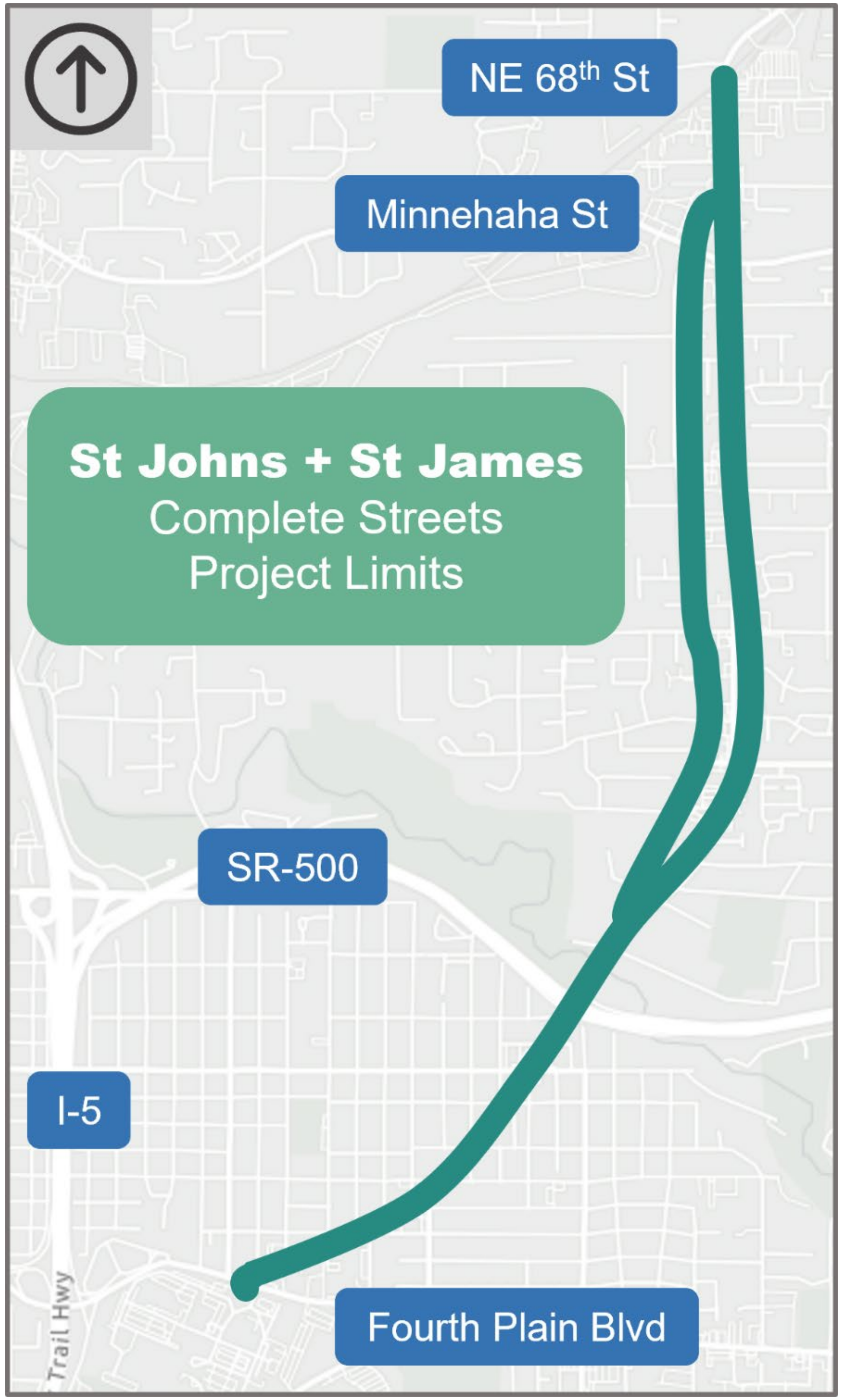




# St Johns/St James

- Project begins 2023
- Project Implementation aligned with Pavement Management Program
- Current Stage: Analyze the Project Corridor
  - Contract signed/ project kickoff in October





# Thank You

Questions?

CITY OF Vancouver WASHINGTON

Item #1.

# Staff Report: 186-23

**TO:** Mayor and City Council

**FROM:** Eric Holmes, City Manager

**DATE:** 10/16/2023

**SUBJECT** Continued use of C-101343: Piggyback Sourcewell Contract #011723 for the purchase of heavy construction equipment and their related parts, accessories, attachments, and supplies

**Key Points**

- The City contracts with The Pape Group (Pape Machinery) through Sourcewell Contract #011723 for the purchase of John Deere heavy construction equipment and their related parts, accessories, attachments, and supplies.
- Purchases from this contract will exceed the City's $300,000 purchasing threshold.
- The City has ongoing equipment repair and replacement needs.
- The contract is set to expire April 14, 2027.
- The original contract was competitively bid and conforms to the bidding requirements set forth by The City of Vancouver and Sourcewell.

**Present Situation**

Over the next four years, three pieces of existing John Deere equipment are due for replacement. Since these purchases will exceed the current contract's $300,000 spending threshold, we are proactively asking that this contract be amended for purchases to be made according to the departments' current authorized budget in place of setting a new spending threshold. This contract also includes all replacement parts needed for maintenance and repairs. In keeping with Fleet Service's effort to streamline the City's fleet, staff is requesting the ability to purchase from this contract and take advantage of the contract pricing.

**Advantage(s)**

1. The heavy construction equipment and repair parts purchased through this contract match the current City standard.
2. The vendor covered under this contract has continuously provided high quality, dependable equipment and service that help maintain uniformity in the City fleet and the operational needs of multiple City maintenance departments.
3. The approval for continued use of this contract will enable Fleet Services to order the

required fleet replacement equipment and repair parts while taking advantage of the Sourcewell's competitive pricing.

**Disadvantage(s)**

None

**Prior Council Review**

The City will utilize the contract for purchasing high priority essential parts and equipment and will stay within the current authorized budget.

**Action Requested**

Authorize the City Manager or his designee to approve purchases under Sourcewell Contract 011723 for the life of the contact with The Pape Group up to the current authorized budget.

*Dan Zenger, Fleet Services Manager, 360-487-8205*

**ATTACHMENTS:**

- draft po
- RFP and addendums 011723
- john deere contract

**CITY OF VANCOUVER**
**Procurement Services**
(360) 487-8430
(360) 487-8433 fax
www.cityofvancouver.us
Federal Tax ID No. 91-6001288

| | |
|---|---|
| **Purchase Order Number:** | PO-63833 |
| **Revision Number:** | 0 |
| **Purchase Order Date:** | 6/26/23 |

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

**Pape Machinery Inc**
127 N Hamilton Rd
Chehalis, WA 98532

**Submit Invoice To:**
City of Vancouver
Jacob Mahan
P.O. Box 1995
Vancouver, WA 98668
Jacob.Mahan@cityofvancouver.us
accpay@cityofvancouver.us

**Ship To:**
City of Vancouver
**Jacob Mahan**
4711 E Fourth Plain Blvd
Vancouver, WA 98661

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

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

| Line # | Line Description | Qty | UOM | Unit Price | Amount |
|---|---|---|---|---|---|
| 1 | ONE JOHN DEERE 544HPL LOADER TO REPLACE #4074. QUOTE BASED OFF SOURCEWELL CONTRACT #011723 | 1 | Each | 247,319.63 | 247,319.63 |
| | | | | **Subtotal:** | **$247,319.63** |
| | | | | **Tax:** | **$21,516.81** |
| | | | | **Total:** | **$268,836.44** |



**Note to Supplier**

Enter this URL https://www.cityofvancouver.us/fms/page/terms-and-conditions to access either the General terms and conditions or the Professional Services terms and conditions, whichever apply to this purchase order. Any amendments to this purchase order take full precedent over said terms and conditions.

Natasha Ramras

Authorized Signature

# RFP #011723
# REQUEST FOR PROPOSALS
# for
# Heavy Construction Equipment with Related Attachments and Technology

## Proposal Due Date: January 17, 2023, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

**SOLICITATION SCHEDULE**

| | |
|---|---|
| Public Notice of RFP Published: | November 15, 2022 |
| Pre-proposal Conference: | December 6, 2022, 10:00 a.m., Central Time |
| Question Submission Deadline: | January 9, 2023, 4:30 p.m., Central Time |
| **Proposal Due Date:** | **January 17, 2023**, 4:30 p.m., Central Time<br>Late responses will not be considered. |
| Opening: | January 17, 2023, 6:30 p.m., Central Time<br>See RFP Section V.G. "Opening" |

## I. ABOUT SOURCEWELL

### A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

### B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities[1];
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

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[1] Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

## II. SOLICITATION DETAILS

### A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

## B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Heavy Construction Equipment with Related Attachments and Technology, including, but not to limited to, the following types of heavy construction equipment:

   a. Wheeled, tracked, and backhoe loaders;
   b. Motor graders;
   c. Wheeled and tracked excavators;
   d. Bulldozers, compactors, scrapers, articulated and rigid haulers; and,
   e. Cranes.

Proposers may include related equipment, accessories, attachments, technology, and services, to the extent these solutions are ancillary or complementary to the equipment, products, or services being proposed.

2. A Proposal must include **at least one** of the following four equipment types to be considered within scope of this solicitation. For purposes of Section II. B. 2. and its subsections, the term "published" means information that is readily available within the proposer's printed literature or website and the proposer has verified the accuracy of the information:

   a. A wheel loader with published net horsepower (HP) of at least 300 HP;
   b. A wheeled or tracked excavator with a published net horsepower of at least 150 HP;
   c. A motor grader with a published maximum operating weight of at least 30,000 lbs; or,
   d. A rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet.

3. The primary focus of this solicitation is on Heavy Construction Equipment with Related Attachments and Technology. This solicitation should NOT be construed to include:

   a. Construction services; and,
   b. Equipment accessory, attachment, and supply only solutions.

4. This solicitation does not include those equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in contracts currently maintained by Sourcewell, identified below:

   a. Equipment Rental with Related Services (RFP #062320);
   b. Forklifts and Lift Trucks with Related Services (RFP #091520);

c. Grounds Maintenance Equipment, Attachments, Accessories, and Related Services (RFP #031121);
d. Roadway Maintenance Equipment (RFP #080521);
e. Public Utility Equipment with Related Accessories and Supplies (RFP #110421);
f. Roadway Paving Equipment (RFP #060122);
g. Medium Construction Equipment with Related Accessories, Attachments, and Supplies (RFP #TBD); and,
h. Portable Construction Equipment with Related Accessories and Attachments (RFP #TBD).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal. Proposers may also include used

equipment, attachments, or accessories, to the extent that the offering of used equipment, attachments, accessories, is ancillary or complementary to an offering of new, current model equipment and products.

4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

## D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one-year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

## E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD $950 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

## F. MARKETING PLAN

Proposer’s sales force will be the primary source of communication with Participating Entities. The proposer’s Marketing Plan should demonstrate proposer’s ability to deploy a sales force or dealer network to Participating Entities, as well as proposer’s sales and service capabilities. It is expected that proposer will promote and market any contract award.

## G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer’s information and may request clarification from a proposer, including samples of the proposed equipment or products.

5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

## III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
   a. **Line-item Pricing** is pricing based on each individual product or services**.** Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
   b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

## IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.
Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

## V. RFP PROCESS

### A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

### B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the

Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

i) make any required adjustments to its proposal;
ii) acknowledge the addenda; and
iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to “All” or “Closed.” The solicitation status will automatically change to “Closed” after the Proposal Due Date and Time.

## VI. EVALUATION AND AWARD

### A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
  - A comprehensive selection of the requested equipment, products, or services;
  - A sales and service network ensuring availability and coverage for Participating Entities’ use; and
  - Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

### B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

| | |
|---|---|
| Conformance to RFP Requirements | 50 |
| Financial Viability and Marketplace Success | 75 |
| Ability to Sell and Deliver Service | 100 |
| Marketing Plan | 50 |

| | |
|---|---|
| Value Added Attributes | 75 |
| Warranty | 50 |
| Depth and Breadth of Offered Equipment, Products, or Services | 200 |
| Pricing | 400 |
| **TOTAL POINTS** | **1000** |

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of $20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;

- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.

12/15/2022

Addendum No. 1
Solicitation Number: RFP 011723
Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Is a proposer required to have a CAGE or Unique Entity Identifier (SAM) code?

**Answer 1:**

A CAGE or Unique Entity Identifier (SAM) code is not required to be considered for or awarded a Sourcewell contract. Proposals are evaluated based on the criteria as stated in the RFP.

Refer to the General Instructions above Questionnaire Table 1. Respond “N/A” if a question does not apply (preferably with an explanation).

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End of Addendum

Acknowledgement of this Addendum to RFP 011723 posted to the Sourcewell Procurement Portal on 12/15/2022, is required at the time of proposal submittal.

12/21/2022

Addendum No. 2
Solicitation Number: RFP 011723
Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

Consider the following amendment to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**RFP Amendment:**

As the result of the publication of two RFPs included in the equipment, products, or services of this solicitation, RFP Subsections II. B. 4. g - h. are revised to remove the (RFP #####) placeholders, update the RFP title of RFP Subsection II. B. 4. g., and insert the actual RFP numbers, to read as follows:

* * * *

g. Medium Duty and Compact Construction Equipment with Related Attachments (RFP #020223); and,

h. Portable Construction Equipment with Related Accessories and Attachments (RFP #020923).

* * * *

The remainder of the RFP content remains unchanged.

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End of Addendum

Acknowledgement of this Addendum to RFP 011723 posted to the Sourcewell Procurement Portal on 12/21/2022, is required at the time of proposal submittal.

12/29/2022

Addendum No. 3
Solicitation Number: RFP 011723
Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

What information does Sourcewell require, if any, on a quote provided by an awarded supplier to a participating entity?

**Answer 1:**

Refer to Section 6. A. – Orders and Payment, of the Sourcewell contract template. "…order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller."

**Question 2:**

How does Sourcewell track what is sold on the contract for administrative fee verification from an awarded supplier?

**Answer 2:**

Refer to Section 8. A. – Contract Sales Activity Report, of the Sourcewell contract template. "Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract.

Refer also to Section 8. B. – Administrative Fee, of the Sourcewell contract template. "Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract."

End of Addendum

Acknowledgement of this Addendum to RFP 011723 posted to the Sourcewell Procurement Portal on 12/29/2022, is required at the time of proposal submittal.

01/6/2023

Addendum No. 4
Solicitation Number: RFP 011723
Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Is there a dollar amount limit for non-contract, sourced, or open market items that can be included in a proposal? Are they also subject to the administrative fee?

**Answer 1:**

Sourcewell has not set a specific dollar limit for non-contract, sourced, or open market items. However, to be considered for a contract award a proposer's primary offering of equipment, products, or services must be within scope of RFP Section II. B. – Requested Equipment, Products, or Services.

Refer to RFP Section III. B. – Administrative Fees and Section 8. B. – Administrative Fee of the Sourcewell contract template for additional information regarding administrative fees. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

**Question 2:**

Can you elaborate more and/or give an example on what you are looking for in the question below from Table 10, Line Item 55 from the proposal questionnaire?

Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.

**Answer 2:**

It is left to the discretion of each proposer to determine the content and format of the data and documentation that best represents their proposal. Sourcewell will consider the relevant information submitted in each proposal and apply the evaluation criteria as set forth in the RFP.

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End of Addendum

Acknowledgement of this Addendum to RFP 011723 posted to the Sourcewell Procurement Portal on 01/6/2023, is required at the time of proposal submittal.

01/10/2023

Addendum No. 5
Solicitation Number: RFP 011723
Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Regarding Line Item 17 of the proposer questionnaire, are there any specific licenses or certifications that you are looking for?

**Answer 1:**

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their ability to serve Sourcewell participating entities. Proposals are evaluated based on the criteria stated in the RFP.

**Question 2:**

Regarding Line Items 24 & 25 of the proposer questionnaire, if we don't do any direct business with eligible Sourcewell participants, government, education or non-profit customers are the references required?

**Answer 2:**

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their financial viability and marketplace success. Proposals are evaluated based on the criteria stated in the RFP.

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End of Addendum

Acknowledgement of this Addendum to RFP 011723 posted to the Sourcewell Procurement Portal on 01/10/2023, is required at the time of proposal submittal.

Solicitation Number: RFP # 011723

# CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and John Deere Construction Retail Sales a division of John Deere Shared Services LLC, DBA John Deere Construction Retail Sales, 1300 River Drive, Moline, IL 61265 (Supplier).

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

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

## 1. TERM OF CONTRACT

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

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

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

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

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

## 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. The John Deere Warranty Statement describes covered items and services when returning Damaged Equipment and

Products. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity. Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

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

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

## 4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

## 5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

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

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

## 6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

## 7. CUSTOMER SERVICE

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

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

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

## 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee. Any state that requires a Sourcewell participating addendum with an additional admin fee, we reserve the right to reduce the list price discount to accommodate this additional fee.

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

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

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

## 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

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

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

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

## 11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## 12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
    b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

## 14. GOVERNING LAW, JURISDICTION, AND VENUE

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

## 15. FORCE MAJEURE

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

## 16. SEVERABILITY

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

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

## 18. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.
Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.
    Minimum limits:
    $2,000,000 per occurrence
    $2,000,000 annual aggregate

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

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

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

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

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

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

## 19. COMPLIANCE

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

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

## 20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Intentionally Omitted.

## 22. CANCELLATION

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

**Sourcewell**

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 4/4/2023 | 2:30 PM CDT

**John Deere Construction Retail Sales a division of John Deere Shared Services LLC, DBA John Deere Construction Retail Sales**

By: DocuSigned by: Mark Oliver 1CAF73242BB647F...

Mark Oliver

Title: Manager Contract Sales

Date: 4/5/2023 | 8:05 AM CDT

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 4/5/2023 | 8:20 AM CDT

# RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

## Vendor Details

| | |
|---|---|
| Company Name: | John Deere Shared Services LLC |
| Does your company conduct business under any other name? If yes, please state: | John Deere Construction Retail Sales a division of John Deere Shared Services LLC |
| Address: | 1300 River Drive<br>Moline, IL 61265 |
| Contact: | Brooke DeVol |
| Email: | ForsbergBrookeL@JohnDeere.com |
| Phone: | 309-207-0431 |
| HST#: | 36-2382580 |

## Submission Details

| | |
|---|---|
| Created On: | Monday November 28, 2022 09:24:58 |
| Submitted On: | Thursday January 12, 2023 14:48:05 |
| Submitted By: | Brooke DeVol |
| Email: | ForsbergBrookeL@JohnDeere.com |
| Transaction #: | 17731346-34ec-484a-83d5-3fc1c1f49270 |
| Submitter's IP Address: | 165.225.57.43 |

## Specifications

### Table 1: Proposer Identity & Authorized Representatives

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

| Line Item | Question | Response * | |
|---|---|---|---|
| 1 | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier") | John Deere Construction Retail Sales a division of John Deere Shared Services LLC | * |
| 2 | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal. | Not Applicable | * |
| 3 | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above. | John Deere Construction Retail Sales<br>JDCRS<br>John Deere Construction & Forestry | * |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | Cage Code: 3PSD7<br>UEI: ED9BLXH3Hg21 | * |
| 5 | Proposer Physical Address: | 1300 River Drive<br>Moline, IL 61265 | * |
| 6 | Proposer website address (or addresses): | www.deere.com | * |
| 7 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Mark Oliver, Manager Contract Sales<br>1300 River Drive Moline, IL 61265<br>OliverMarkR@JohnDeere.com<br>309-748-3418 | * |
| 8 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Brooke DeVol, Contract Administrator<br>1300 River Drive Moline, IL 61265<br>ForsbergBrookeL@JohnDeere.com<br>309-207-0431 | * |
| 9 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Mark Oliver, Manager Contract Sales<br>1300 River Drive Moline, IL 61265<br>OliverMarkR@JohnDeere.com<br>309-748-3418 | |

### Table 2: Company Information and Financial Strength

| Line Item | Question | Response * | |
|---|---|---|---|
| 10 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | We Run Like No Other. We conduct business essential to life. Running for the people who trust us and the planet that sustains us, we create intelligent connected machines that enable lives to leap forward.<br><br>See our higher purpose: https://www.deere.com/en/our-company/higher-purpose/<br><br>John Deere customers are at the center of everything we do. We rely on more than 180 years of experience and terabytes of precision data to know them and their businesses better than anyone else. Our easy-to-use technology helps deliver results they see in the field, on the job site, and on the balance sheet. We ensure seamless access to parts, services, and performance upgrades from take home to trade-in by providing world-class support throughout the lifecycle of their equipment, with productivity and sustainability always in mind.<br><br>We never forget that we're here to help life leap forward.<br><br>Deere & Company at a glance: https://www.deere.com/assets/pdfs/common/our-company/deere-&-company-at-a-glance.pdf | * |

| | | | |
|---|---|---|---|
| 11 | What are your company's expectations in the event of an award? | Our expectation, if we are awarded, is to continue working with Sourcewell to provide governmental customers the best option for acquiring our Construction and Compact Construction products. The John Deere Governmental Sales Team will continue to train our dealers on how to present Sourcewell and the benefits the contract offers to continue growing our sales. Since our training plan was rolled out in late 2016, our sales on this contract have had significant growth and our expectation is to continue that trend in the market place. | * |
| 12 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | John Deere has a long history and attached in supplemental documents is our most recent annual report from 2021. Our 2022 fiscal year just concluded on October 31, 2022 and the annual report is not published at this time. | * |
| 13 | What is your US market share for the solutions that you are proposing? | While we do not publicly state market share position, John Deere Construction & Forestry holds a top level market share position across our entire product portfolio in the US. | * |
| 14 | What is your Canadian market share for the solutions that you are proposing? | While we do not publicly state market share position, John Deere Construction & Forestry holds a top level market share position across our entire product portfolio in Canada. | * |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No bankruptcy proceedings have taken place. | * |
| 16 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.<br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | John Deere Construction Retail Sales (JDCRS) is based in Moline, IL and is responsible for growing sales in the governmental segment for the Construction & Forestry Division of John Deere. All employees of JDCRS are full time John Deere employees. This sales team is responsible for training our dealers on governmental business, contracts and sales processes. Specific to supporting the Sourcewell contract, the account managers, contract manager and sales support team are responsible for educating the dealers on the quoting, ordering and delivery process of products sold on the Sourcewell contract.<br><br>All dealers are required to go through a contract training program either in person or virtually via Microsoft Teams to become an authorized seller on our contract. This process has been the main driver of our growth since it was launched in 2016. We do retain the right to sell direct if required or the dealer has not completed our training program. Upon award of this new contract, we are revamping our training process to leverage our John Deere University online training system to make it easier and more efficient for the dealer field staff to become trained and certified on the Sourcewell contract. | * |
| 17 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | John Deere maintains all licenses and certifications necessary to conduct its business around the world. This is supported by our Supply Management, Engineering, Safety, Accounting, Human Resources and Tax and Legal Departments. John Deere self-audits and has regular outside audits performed by Deloitte & Touche for compliance with all required licenses, certifications and regulations. | * |
| 18 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | There are no suspensions or disbarments to note. | * |

## Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response * | |
|---|---|---|---|
| 19 | Describe any relevant industry awards or recognition that your company has received in the past five years | John Deere has received numerous levels of recognition and awards worldwide for quality production standards, environmental responsibility, ethics, diversity, safety and corporate citizenship. Page 12 of the 2021 Annual Report (attached in the documents section of the response) showcases some of our business highlights and the list of 2021 Awards and Recognitions.<br><br>Also, attached within the documents section is our 2021 Sustainability Report for John Deere. | * |
| 20 | What percentage of your sales are to the governmental sector in the past three years | Customer and segment specifics for John Deere sales are not shared publicly. For the industry as a whole that we participate in, approximately 10-15% of sales for Construction and Compact Construction Equipment are sold to governmental agencies across North American each year. | * |
| 21 | What percentage of your sales are to the education sector in the past three years | Our education sector sales is a low percentage of our total governmental business but education entities have utilized the Sourcewell contract previously. For construction and compact construction equipment it is generally reported as a local or state level sale. | * |
| 22 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | NASPO, as well as state participating addendums through this contract<br>H-GAC<br>TASB BuyBoard<br><br>We also hold on average 5-10 individual state contracts outside of cooperative purchasing contracts.<br><br>Sales figures are not publicly shared on any of these contracts. | * |
| 23 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | GSA<br>DLA<br>US Fish & Wildlife, IDIQ<br><br>Sales figures are not publicly shared on any of these contracts. | * |

## Table 4: References/Testimonials

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

| Entity Name * | Contact Name * | Phone Number * | |
|---|---|---|---|
| Murphy Tractor & Equipment; an authorized dealer with a vast customer base with Sourcewell purchases. | Cole Iverson<br>VP of Sales | 507-320-8826 | * |
| Brandt Tractor Ltd.; an authorized dealer with a vast customer baes with Sourcewell purchases. | Lloyd Norminton<br>Government Sales Manager | 780-486-6786 | * |
| RDO Construction Equipment MW; an authorized dealer with a vast customer base with Sourcewell purchases. | Jesse Miller<br>Government Sales Manager | 952-882-2752 | * |

## Table 5: Top Five Government or Education Customers

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

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * | |
|---|---|---|---|---|---|---|
| New York State | Government | New York - NY | Sourcewell and Sourcewell participating addendum sales. | We averaged 172 sales per year over the last 3 years within the state of New York. | We averaged 19 million dollars per year over the last 3 years within the state of New York. | * |
| State of Ohio | Government | Ohio - OH | Sourcewell sales.<br><br>Ohio STS contract was also held and is now expired. These sales are not publicly shared from our office.<br><br>2022 Q4 is our first full quarter of our Sourcewell PA contract being rolled out in Ohio. | Previous contracts in Ohio averaged 38-50 transactions per year. | Previous contracts in Ohio averaged 3-5 million dollars per year. | * |
| United States Air Force | Government | Pennsylvania - PA | DLA Military Sales | Not publicly shared from our office. | Not publicly shared from our office. | * |
| Florida Forest Service | Government | Florida - FL | Florida Forest Service contract | Not publicly shared from our office. | Not publicly shared from our office. | * |
| Louisiana DOT | Government | Louisiana - LA | State DOT contract | Not publicly shared from our office. | Not publicly shared from our office. | * |

## Table 6: Ability to Sell and Deliver Service

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

| Line Item | Question | Response * | |
|---|---|---|---|
| 26 | Sales force. | Sales is covered by our independent dealer network that has been trained and certified on the Sourcewell sales processes. We have dealer standards that require a minimum sales person to customer ratio to ensure proper sales coverage and response time. | * |
| 27 | Dealer network or other distribution methods. | There are nearly 400 dealer locations in the U.S., authorized to sell John Deere construction equipment products and another 60 covering Canada. There are roughly 1400 dealer locations in the U.S. authorized to sell compact construction equipment another 500 across Canada. These John Deere dealers sign contracts to sell and service John Deere products in their assigned areas. We have dealer standards that require a minimum sales person to customer ratio to ensure proper sales coverage and response time. | * |
| 28 | Service force. | This is covered fully by our dealers. Our dealers standard policy also has a minimum service technician to machine base ratio to ensure the best service and response time. | * |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | We have two processes for ordering products on our Sourcewell contract. The majority of our sales are ordered by authorized selling dealers that have been trained and certified by our John Deere Government Sales office. Upon delivery of an order we have a sales reporting automated process to capture the sales for reporting to Sourcewell.<br><br>For dealers that may not be certified yet, our John Deere Government Sales office reserves the right to order direct. | * |

| | | | |
|---|---|---|---|
| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | A professional, capable, well-trained, well-capitalized dealer network is one of John Deere's competitive advantages. Our dealers, backed by John Deere, provide local customer support, repairs, maintenance and parts. John Deere has authorized dealers in all 50 U.S. states and all across Canada.<br><br>There are nearly 400 dealer locations in the U.S., authorized to sell John Deere construction equipment products and another 60 covering Canada. There are roughly 1400 dealer locations in the U.S. authorized to sell compact construction equipment and another 500 across Canada. These John Deere dealers sign contracts to sell and service John Deere products in their assigned areas.<br><br>We also have a certified technician training program to ensure quality service for our customers. There are also multiple regional parts depots across North America for the best parts availability in the industry.<br><br>Dealers must submit an annual business plan that contains their commitment to effectively selling and supporting all potential customer in their area, including but not limited to commercial accounts, national accounts, and state, county, and local governmental agencies.<br><br>Customer can count on John Deere construction dealers to support our products and customers. | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | All areas of the U.S. will be served. | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | All areas of Canada that Sourcewell has a defined partner (such as Canoe) will also be served. | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | All areas of the U.S. will be served. All areas of Canada that Sourcewell has a defined partner (such as Canoe) will also be served. | * |
| 34 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | Any agency that John Deere defines as a governmental customer and is also eligible to be a Sourcewell member will qualify for the discounts on our contract. John Deere Construction & Forestry defines a governmental customer as the following:<br>1. Federal, state/provincial, county, municipal and local governmental agencies<br>2. Hospitals and state/provincially accredited schools (both public and private)<br>3. Special government and/or taxing districts that have authority to levy taxes and/or issue tax free municipal bonds (ex. airports)<br>4. Governmental facilities run by independent management groups qualify only if a governmental agency issues the purchase order and retains ownership. Ownership by the management group voids discount eligibility.<br>5. Non-governmental utilities or departments or divisions of them that provide has, water, electrical, or telephone service directly to commercial or home users<br>6. Governmental agencies or departments or divisions of them that provide recycling or waste service directly to commercial or home users. Companies or departments or divisions of these utilities that do not provide service directly to commercial or home users do not qualify<br>7. North American Indian Tribal Councils<br>8. Non-profit agencies exempt from state/provincial and federal taxes<br>9. All Municipal Railroads | * |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | The John Deere Construction & Forestry Division has assigned dealers in both Alaska and Hawaii. As is the case for the continental U.S. (CONUS), factory to dealer freight as well as local delivery by dealer to end-user will be quoted and invoiced for any applicable areas outside of the continental U.S. (CONUS). Location specific factors related to moves by ocean, barge, inland, etc. will affect final delivery date. | * |

## Table 7: Marketing Plan

| Line Item | Question | Response * | |
|---|---|---|---|
| 36 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | Since our "authorized selling dealer" initiative that was rolled out in late 2016, our marketing plan has focused on getting our dealer network to understand the power of cooperative purchasing, specially the Sourcewell contract. Our dealers are closer to the end use customers and understand their business and product needs better than our small team here in Moline, IL. Once we got the dealers fully bought in on the power, ease of use and importance of the contract, the sales numbers took off year over year. Our plan for the new contract is to continue this with our dealer network. | * |
| 37 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | John Deere has a great public website with information about our entire product line. We also have a link to a variety of governmental contracts that are available. In addition to those site, we also allow the customer to build their own machine online so they can see the options that are available before they contact their local dealer.<br>https://www.deere.com/en/<br>https://www.deere.com/en/construction/<br>https://www.deere.com/en/government-and-military-sales/<br>https://www.deere.com/en/government-and-military-sales/state-and-local-purchasing/<br>https://configure.deere.com/cbyo/#/en_us/products<br><br>Our marketing communications group runs a variety of social media promotions including a YouTube channel (https://www.youtube.com/user/JohnDeere) and Facebook page (https://www.facebook.com/JohnDeereUSCA/).<br><br>The message on these sites changes periodically but it is primarily focused on the benefits of the John Deere relationship and how we are close to our customer. | * |
| 38 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process? | From the John Deere perspective, there are three key components to promoting the Sourcewell contract: Sourcewell, John Deere Construction Retail Sales (JDCRS), and our dealer network across the US and Canada. Each has a key role to the success of the continued and incremental sales increases each year. Sourcewell's job is to continue to promote the brand to eligible members so they understand the basics of cooperative purchasing and the benefits of membership. JDCRS has the responsibility to train the dealers on sales processes (ceiling price, discount structure, ordering and delivering of products), how to determine if a customer is already a member and how to assist a customer that is not a member how to become a member. Our dealer's responsibility is to help identify the right product for the job and how to find the easiest, most cost effective way to source that product/solution. We believe that Sourcewell provides one of the best tools available to eligible customer and we will continue to promote that in our annual training.<br><br>We work with our dealers and support them at any regional conference or training opportunity that helps promote the brand of all three entities. Open communication between all three parties is the key for future success and incremental sales gains on the next contract. | * |
| 39 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | We are investigating e-procurement options for certain product families in the future but those are not available at this time. Due to the customizable nature of products and services, there are many possible configurations for each model. Many build-code dependencies must be taken into consideration for a properly functioning machine to be built. For that reason, we feel it is best to contact the local dealer for machine configuration guidance prior to requesting a contract quote. | * |

## Table 8: Value-Added Attributes

| Line Item | Question | Response * | |
|---|---|---|---|
| 40 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | Training on equipment operation and safety is provided through the local dealer. At time of delivery, the dealer provides an introductory walk-around of the unit, explaining general operation and maintenance procedures, free of charge as part of the purchase. Additional product or specific system training is optional and quoted by the local dealer. | * |

| | | | |
|---|---|---|---|
| 41 | Describe any technological advances that your proposed products or services offer. | John Deere C&F products offer a variety of technology solutions that work to eliminate rework, improve jobsite safety, counteract labor shortages and increase efficiency. Information on those initiatives is public and can be found at the following link: https://www.deere.com/en/technology-products/precision-construction-technology/<br><br>There was also a magazine published in the Fall of 2021 that focused on technology and its place in our industry. A link to that publication is below.<br><br>THE DIRT publication, Fall 2021.<br>https://www.deere.com/assets/pdfs/common/industries/construction/publications/the-dirt-fall-2021-dkmag265c-cv.pdf<br><br>John Deere has also published what is known as our "Leap Ambitions" and that is also public. Our strategy for the Construction & Forestry Division is by 2026, we will deliver:<br>• 20+ electric and hybrid-electric product models.<br>• Earthmoving: Increase SmartGradeTM grade control adoption to 50%.<br>• Forestry: Boost Intelligent Boom Control adoption to 100%.<br>• Roadbuilding: Increase Precision Roadbuilding Solution adoption to 85%.<br><br>More information on our Leap Ambitions can be found at:<br>https://www.deere.com/en/our-company/sustainability/sustainability-report/leap-ambitions/<br><br>Technology advances in our products is vitally important and was on display at CES 2023 where our CEO was the keynote speaker on day 1. Information can be found at CES2023.deere.com | * |
| 42 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | John Deere has been very public with these initiatives and more can be found on our website in our most recently published Sustainability Report.<br>https://www.deere.com/en/our-company/sustainability/sustainability-report/<br><br>"Our next leap is ELECTRIC" is another informative piece discussing the future of electrification at John Deere.<br>https://www.deere.com/en/our-company/electrification/ | * |
| 43 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | In October 2022, John Deere received an award for the SBTi Validation of Greenhouse Gas Emission Reduction.<br>https://www.deere.com/en/news/all-news/john-deere-receives-sbti-validation-of-greenhouse-gas-emission-reduction-targets/<br><br>In 2021 John Deere acquired majority ownership of Kreisel Electric.<br>https://www.kreiselelectric.com/johndeere/ | * |
| 44 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | John Deere is committed to Supplier Diversity. Each year we submit to GSA a commercial plan that outlines our commitment to use WMBE's, SBE's, and other MBE's suppliers in support of our business.<br><br>We also have signed on with two small business partners to learn about small business and partner with them to meet demand for products with a small business designation in the Federal market as well as help grow their businesses. Our partners are The Akana Group (Native American owned small business, small business, HUBZone certified) and Bravo (Service Disabled Veteran-Owned Business). If opportunities arise in the cooperative world for small business designation, we are prepared to grow that segment as well. | * |
| 45 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | John Deere has a very strong presence as a construction equipment and compact construction equipment provider. John Deere is also the world's leading manufacturer of agricultural equipment. Additionally, John Deere Financial is one of the largest equipment finance companies.<br><br>Valuable Extras:<br>1) Genuine John Deere Parts - highest quality parts for the highest quality equipment.<br>-Regional parts depots strategically placed around North America for the best parts delivery response.<br><br>2) John Deere Connected Support – Allows customers to:<br>- Monitor alerts for the machine remotely.<br>- Monitor engine hours and utilization.<br>- View machine location and get driving directions to the jobsite.<br>- Monitor fuel level and idle time.<br><br>3) John Deere Connected Support – Allows dealers to:<br>- Monitor alerts coming from the customers machine.<br>- Remotely connect to a customers machine for real-time diagnostics.<br>- Leverage Expert Alerts from John Deere to address potential future downtime.<br>- Perform software updates from the dealership. | * |

## Table 9: Warranty

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

| Line Item | Question | Response * | |
|---|---|---|---|
| 46 | Do your warranties cover all products, parts, and labor? | Construction equipment has basic warranty of 12 months/unlimited hours. The standard warranty general provisions including parts and labor is attached to this RFP submission. Compact construction equipment has a basic warranty of 24 months or 2,000hrs whichever occurs first. | * |
| 47 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | Extended warranty is available as a separate purchase, not on this RFP, through our local dealers. Extended warranty has a year and hour limitation with each purchase. An example is 3 year 5,000hr power train/hydraulics extended warranty option. | * |
| 48 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | No, TTM is not covered within our warranty. | * |
| 49 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | No, we can cover the entire U.S. and Canada with our dealer network. | * |
| 50 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | Third party warranties are handled by the original OEM of that attachment. | * |
| 51 | What are your proposed exchange and return programs and policies? | As noted in the standard warranty document, "John Deere will repair or replace, at its option, any parts… of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship." See attached standard warranty document for full text explanation. | * |
| 52 | Describe any service contract options for the items included in your proposal. | John Deere does not offer any service contracts within this RFP. Service contracts and extended warranty options are available for customers from their local dealer and can be quoted to them at time of purchase. | * |

## Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * | |
|---|---|---|---|
| 53 | Describe your payment terms and accepted payment methods. | JDCRS' only option for payment terms is Net 30 Days for direct sales. Since the majority of our deals are purchased through one of our authorized dealers, there are financing options available (JD Financial) that can be negotiated before finalizing the deal. | * |
| 54 | Describe any leasing or financing options available for use by educational or governmental entities. | JDCRS (contract vendor) does not play a role in leasing, financing or payment terms other than Net 30 Days.<br><br>John Deere Financial offers leasing/financing options. The John Deere Municipal Lease Purchase Plan is a special low-rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body, or their political subdivisions, having the power to tax may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval.<br><br>John Deere Financial also offers other leasing and financing options for governmental, educational and non-profit entities, subject to approval.<br><br>All leasing and financing options are handled through the local dealer and John Deere Financial.<br><br>The lease/finance provider funds the contract sales invoice within 30 days. | * |
| 55 | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | Our John Deere dealers use approved applications in their business system to provide quotes to customers stating the approved contract discount rate. The quote contains terms and conditions for the quote and terms for payment when a PO is issued. For direct sales through our office similar documentation is used and is available in the document upload section. | * |
| 56 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | P-card payments are accepted with a 3% processing fee added to the contract quote. P-card usage is to be made known at time of quote request. Customer PO must cover the added fee. | * |

## Table 11: Pricing and Delivery

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

| Line Item | Question | Response * | |
|---|---|---|---|
| 57 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | Each model will have a discount associated to it which applies to all options of that model fully configured, base coded attachments will have a separate discount schedule. Third party attachments (AT and BYT kits) are not part of this RFP proposal and are available for separate purchase by our dealer.<br><br>The model and discount schedule is attached. Full current price pages will be submitted upon successful award. Any price changes or model updates will be submitted through the PnP process. | * |
| 58 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | Quotes are provided to the customer with a discount off of current list price. Quotes are price protected for a period of 30 days as long as a PO is received within that 30 day period. See attached pricing & discount schedule as well as the example quote for our proposal on this RFP. | * |
| 59 | Describe any quantity or volume discounts or rebate programs that you offer. | We offer two different volume discounts between our construction equipment (CE) portfolio and our compact construction equipment (CCE) portfolio due to the difference in acquisition costs of the larger construction equipment verses the smaller compact construction equipment.<br><br>CE: 5-7 machines = 1%, 8-14 machines = 2%, 15+ machines = 3%<br>CCE: 8-14 machines = 1%, 15+ machines = 3% | * |
| 60 | Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request. | Sourced or open market items are not part of our RFP response but we do allow dealers to quote these as dealer provided items as a separate line item on the quote. Discounts will not be applied to these open market items. Quotes for these products are negotiated directly through the customer and our dealer network. | * |
| 61 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | The following will not be included:<br>1. Dealer provided goods and services: Non-factory goods and services (third party items) will be quoted by dealer at the customers request.<br><br>2. Set-up and installation fees: These charges will be quoted by the dealer and are not part of this RFP.<br><br>3. Pre-Delivery Inspection (PDI): A PDI is performed on all new machine purchases to ensure proper fluid levels, check system pressures, verify accurate system operation, and cleaning of the unit prior to delivery. The cost of the PDI is quoted by the dealer and will vary by machine model and complexity.<br><br>Taxes: Local taxes, if applicable, will be assessed. | * |
| 62 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | Freight, delivery and shipping are charged to the customer and added to the quote as separate line items. | * |
| 63 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | Freight, delivery and shipping are charged to the customer and added to the quote as separate line items just as they are for all participating entities. Travel that occurs by ocean, barge or inland may affect the delivery time of the machine. | * |
| 64 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | If a customer has a unique request, we can review at that time, otherwise there are no unique methods offered in this RFP. | * |

### Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|---|---|---|
| 65 | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | Sourcewell has become our most valued contract to our dealer network for governmental business. We will continue to use our best available discount schedule to support this contract. |

### Table 13: Audit and Administrative Fee

| Line Item | Question | Response * | |
|---|---|---|---|
| 66 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | Our dealers are required to participate in a contract sales training class to ensure they are promoting the contract per the Terms and Conditions of our RFP response. Dealers are made aware of how to obtain the effective price date of the contract, so the customer is being quoted accurately. Whenever there is a price change approved by Sourcewell, we communicate that information via our dealer bulletin process and post on our dealer microsite. We also use an automated settlement process where a dealer utilizes a program ID code so that we can accurately capture the sales each quarter for our internal review and submit to Sourcewell for the payment of our admin fee. We will also be launching a new quoting process to simplify the quoting process for many of our dealers to ensure accurate pricing per the terms and conditions of our contract. | * |
| 67 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | Upon award of this contract, we track the sales performance of each dealer group across the US and Canada to achieve our market share goals for construction equipment and compact construction equipment in the governmental segments. This has worked well for this contract to date, and we will continue to use this market share metric to keep our dealers accountable for performance. | * |
| 68 | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | We have had great success growing and expanding the utilization of this contract for all our dealers in the US and Canada and will continue this growth by providing a 0.5% admin fee to Sourcewell on all contract items. Third party attachments or non-contract items (dealer provided items) are not subject to the admin fee. The total calculated admin fee is payable each calendar quarter to Sourcewell. | * |

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

| Line Item | Question | Response * | |
|---|---|---|---|
| 69 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | We will be offering our complete line of construction equipment and compact construction equipment, as well as base coded attachments. Product families include Articulated Dump Trucks, Backhoes, Compact Track Loaders, Crawler Dozers, Crawler Loaders, Excavators, Compact Excavators, Tractor Loaders, Motor Graders, Skid Steer Loaders, Wheel Loaders and Compact Wheel Loaders.<br><br>All services including product support, part support, and warranty work will be provided by our authorized dealers and not part of this contract. | * |
| 70 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | N/A | * |

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

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

| Line Item | Categor\ or T\pe | Offered | Comments |
|---|---|---|---|
| 71 | Wheeled, tracked, and backhoe loaders | ◉ Yes<br>○ No | |
| 72 | Motor Graders | ◉ Yes<br>○ No | |
| 73 | Wheeled and tracked excavators | ◉ Yes<br>○ No | |
| 74 | Bulldozers, compactors, scapers, articulated and rigid haulers | ◉ Yes<br>○ No | We do not offer rigid haulers. Compactors are offered on the separate Wirtgen contract. |
| 75 | Cranes | ○ Yes<br>◉ No | |
| 76 | Accessories or attachments for the offering in #71-75 above | ◉ Yes<br>○ No | We will be offering base coded attachments at time of whole goods purchase or separately if needed. AT kits and BYT kits (third party attachments) are not part of this contract. |
| 77 | Technology or services for the offering in #71-75 above | ◉ Yes<br>○ No | -' /ink Telematics, Grade Control, and Slope Control are examples of these technology services that are available as options on certain products. |

### Table 14C: Required Offering of Equipment

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

| Line Item | Categor\ or T\pe | Offered | Comments |
|---|---|---|---|
| 78 | Wheel loader with published net horsepower (HP) of at least 300 HP | ◉ Yes<br>○ No | We offer 4 wheel loaders that meet this spec requirement. |
| 79 | Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP | ◉ Yes<br>○ No | We offer 10 excavators that meet this spec requirement. |
| 80 | Motor Grader with a published maximum operating weight of at least 30,000 lbs. | ◉ Yes<br>○ No | We offer 8 motor graders that meet this spec requirement. |
| 81 | Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet | ○ Yes<br>◉ No | |

### Exceptions to Terms, Conditions, or Specifications Form

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

**Documents**

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

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

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

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

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

- Pricing - RFP 011723 Model & Discount Schedule.pdf - Monday January 09, 2023 11:48:21
- Financial Strength and Stability - Deere-Co_Annual-Report-2021.pdf - Tuesday November 29, 2022 12:34:40
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - US CAN deere wty stmt.pdf - Tuesday December 06, 2022 10:27:02
- Standard Transaction Document Samples - Sample Sourcewell Quote.pdf - Monday January 09, 2023 11:22:37
- Upload Additional Document - Sustainability Report 2021.pdf - Tuesday November 29, 2022 13:01:16

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

○ **Yes** ◉ **No**

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

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

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

**Item #2.**

# Staff Report: 187-23

**TO:** Mayor and City Council

**FROM:** Eric Holmes, City Manager

**DATE:** 10/16/2023
10/23/2020

**SUBJECT** Evergreen and Grand Commercial Corridors Overlay District

## Key Points

- Council adopted the Evergreen and Grand Commercial Corridors Strategy in February 2022, after a two-year planning process, which included significant community engagement, both in person and virtual.
- The Evergreen and Grand Commercial Corridors Overlay District before Council for adoption implements the Corridor Strategy by updating the development regulations to ensure future development aligns with its vision.
- City Council reviewed proposed overlay provisions at several points in the process, including a under communications on June 5, 2023, at a workshop on July 17, 2023, and under communications on October 2, 2023.
- The Planning Commission reviewed proposed overlay provisions throughout the code development process, including February 14, 2023, April 11, 2023, and June 13, 2023
- At their July 17 workshop, Council directed staff to review proposed step-down requirements to ensure they appropriately balanced managing impacts on adjacent residential development with development feasibility and the need for more housing.
- Following this, the project team reviewed the step down requirement and refined it to have different standards when abutting single family residential versus multifamily residential. This included a development feasibility analysis that confirmed this would have minimal impact on housing production.
- At a September 12 public hearing, the Planning Commission reviewed the refined proposal and voted 4-1 to forward a recommendation to Council to approve the Evergreen and Grand Commercial Corridors overlay as outlined in the PC staff report and presentation.

## Strategic Plan Alignment

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

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

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

## Present Situation

The Evergreen and Grand Commercial Corridors Strategy document was adopted by City Council on February 28, 2022, intended to guide short-term zoning code changes and other longer-term land use, community development and transportation goals. The Strategy vision is to promote equitable and diverse corridor development that is vibrant, sustainable, and mixed use, as well as to foster development that recognizes and builds upon the neighborhood's unique setting, history, and character. Specific goals for future development outlined in the Strategy were to create ground floor use requirements to aid in the creation of active edges and a pleasant pedestrian environment, update building height and parking requirements, and identify opportunities to promote walkability, vitality, and affordability in the corridors.

Following the adoption of the Strategy, City Staff completed a competitive request for proposal process to secure a consultant to aid in the work of creating development regulations and additional implementation measures. Cascadia Partners, a full-service urban planning, real estate, environmental sustainability, and public engagement firm was chosen. The project team began work in October 2022 on development of the Evergreen and Grand Commercial Corridors Overlay District and Implementation Plan. Regular progress reports were given to the Planning Commission throughout the process, including workshops on February 14, 2023, April 11, 2023, and June 13, 2023. At these workshops the Planning Commission continued to indicate overall support of the project and provided feedback on a variety of code concepts, design requirements, and implementation efforts. Planning Commission feedback and guidance have been incorporated into the proposed final version of the Overlay District and Implementation Plan (See attachments B and D below). The project team presented under City Council communications on June 5, 2023, at a Council workshop on July 17, 2023, and at Council communications on October 2, 2023. The Council indicated overall support for the project and the direction of implementation work. At the July workshop Council asked staff a series of clarifying questions to which staff responded via memo (See attachment E). Council also asked staff to review and confirm Planning Commission support of proposed step-down requirements, which were refined in advance of the Planning Commission public hearing and were confirmed by the PC in discussions and with their vote to recommend approval.

Implementation is intended to facilitate development consistent with the overall Strategy goals and vision, through the development code as well as longer term implementation efforts. The code development process has included community outreach, including a public open house and a developer focus group to share code concepts and gather community input. Feedback received from the open house indicated continued support for the goals of the Strategy and that the development code language was in line with the vision of the Strategy. During the conversation there was a focus on identifying the other programmatic activities the city planned to do to support the corridor's growth. At the developer focus group, developers expressed that the draft code standards struck the right balance between high quality design outcomes and development feasibility and flexibility. There was considerable outreach conducted as part of the earlier Strategy planning process (see Attachment E for summary).

Following adoption of Overlay District, the next phase of work will focus on economic development, community building, and transportation improvements, and will occur over the next several years. The Evergreen and Grand Implementation Plan will guide this next phase of work.

Proposed development standards for the Evergreen & Grand Commercial Corridors Overlay District include the following code concept recommendations:

- Building Height- Maintain the existing 4-story height limit along Evergreen and western half of Grand. Increase to 5-story limit along eastern half of Grand near the new transit line.
- Building Form- Adopt new standards that address the shape and size of new buildings to address concerns about buildings being compatible with existing neighborhood.
- Required Ground Floor Commercial- Require ground floor commercial uses only along Grand and allow more flexibility for ground floor residential along Evergreen.
- Parking- Reduce parking requirements for multifamily developments and for commercial uses and eliminate required parking for ground floor commercial uses.

These code concepts have been integrated into the Evergreen and Grand Commercial Corridors Overlay District (see Attachment B) that will apply to the corridor boundaries consistent with the original Strategy document. The overlay district outlines the types of land uses permitted in the district and development standards around density, building orientation, building setbacks and buffers, building heights, building massing, and parking.

Through the overlay development process, the project team has identified needed adjustments to some of the specific provisions outlined in the Strategy Document. These proposed refinements are outlined in the chart titled "Evergreen and Grand Commercial Corridors Strategy Refinements" on page 5 of this report and respond to changing market conditions reflected in the findings in the Pro Forma analysis conducted by Cascadia Partners (see Attachment C) as well as new information about the scale of the City's housing deficit. The pro forma analysis incorporated a parcel-by-parcel site inventory, development modeling, and current development patterns. Given the development climate today, the project team believes the below changes are necessary to make development in the corridor feasible. These changes continue to reflect the Strategy vision and community aspirations for the area, and support development feasibility and flexibility. In addition to addressing current market conditions, these changes align with goals outlined in the Climate Action Framework and respond to new state regulations related to housing production and parking requirements.

Objective design standards are also included in the Evergreen and Grand Commercial Corridors Overlay District to meet the vision of the Strategy document, focusing on the ground floor of buildings to create a vibrant street and pedestrian experience, and to address the unique challenges of creating an active street while preserving resident privacy. The standards are not intended to promote a particular architectural style or aesthetic. Use of objective standards is intended to allow for consistent administration and interpretation as opposed to more discretionary guidelines, with the goal of striking a balance between the number/complexity of standards and encouraging new development in the Corridor.

The following are the proposed design standards:

- Building Orientation
  - *Build-to-Line*: A minimum of 50% of the street-facing facade of the building must be located within 0-10 feet of the street.
  - *Parking Areas*: No more than 50% of the street frontage may be used for vehicle areas. Where parking is adjacent to the street, it must be screened with low wall and/or landscaping.

- Main Entrances
  - *Commercial Uses*: Must provide at least one entrance on either Evergreen or Grand. If on a corner, the entrance must be oriented to the corner.
  - *Residential Uses*:
    - Minimum 50% of ground floor residential units must have individual entrances.
    - Additional setback and design standards to create a transition from street to private units and activate the street.
- Ground Floor Commercial
  - *Minimum Height*: Ground floor commercial spaces must be 12-15 feet in height.
  - *Windows*: Minimum 60% of the ground floor elevation must be windows or other glazed openings.
  - *Weather Protection*: A minimum of 25-50% of the width of street-facing facade must include weather protection (awnings, canopies, etc.)
- Ground Floor Residential
  - Entrances to residential units must be setback 5-10 feet from street.
  - Must provide either a hardscape patio, landscaped private open space, raised private open space (patio, porch, etc.) or the dwelling unit must be raised above the street, or include steps to a terrace, among other design features that create a public private realm.
  - Must provide either a transparent low wall or fence (18-24”) or landscape screening.
- Facade Articulation
  - *Applicability*: Buildings more than 20 feet high. The standard would only apply to larger buildings, not single-story commercial buildings.
  - *Standard*: Buildings must incorporate vertical and horizontal elements that articulate the facade.
  - These elements help to divide the mass of the building into a base, middle, and top with distinct physical transitions.
  - This standard does not dictate architectural style.
  - It requires details that break up larger facades, so they are interesting to people walking by and contribute to the identity of the Corridor.
- Screening and Fences
  - *No High Fences/Walls on Street*: Fences, walls, or hedges higher than 3 feet shall be prohibited between the street and the building.
  - *Ground Mounted Utilities/Equipment/Waste Receptacles*. New electric meters, gas meters, HVAC equipment, and waste receptacles must be screened from view from the street.
  - *Rooftop Utilities/Equipment*: must be set back at least 15 feet from roof edges on street-facing facades and include screening

**Evergreen and Grand Commercial Corridors Strategy Refinements Table**

| | **Current Development Code** | **2022 Strategy Document** | **Proposed Development Code** |
|---|---|---|---|
| **Maximum Building Height** | 50-feet throughout, typically 4 stories | 3-5 stories, varying by parcel | 50ft along Evergreen and west Grand (4 stories) |

| | | | |
|---|---|---|---|
| | | | 60ft on east side of Grand and crossroads of Grand and Mill Plain Blvd (5 stories) |
| **Building Bulk and Massing** | Silent beyond height limits and setbacks. Commercial abutting lower density residential requires 10-foot setback Upper portions need ½ foot setback for each foot of building height above 20 feet. | No standard directly proposed to address the development form beyond active edge requirements, maximum front setback of 0-5 feet at the ground floor | Maximum height step down only on rear face within 25 feet of a residentially zoned site Maximum building width, with breaks within the building |
| | **Current Development Code** | **2022 Strategy Document** | **Proposed Development Code** |
| **Required Ground Floor Commercial** | At least half of frontage along arterial/collector streets must be commercial or office | More flexibility along Evergreen, keep existing requirement on Grand | Allow for either ground floor commercial or residential along Evergreen. Require ground floor commercial along Grand |
| **Required Minimum Off-Street Parking Spaces** | 0.75 per multi-family unit near frequent transit such as Evergreen and Grand 1/300sf for goods and services, 1/250sf for eating and drinking, 1/400sf office | 1 per unit for residential 1/1000sf for commercial uses Zero for ground floor retail | 0.5 per multi-family unit 1/1000sf commercial Zero for ground floor retail |

***Evergreen & Grand Commercial Corridors Implementation Plan***

The full extent of the vision outlined in the Evergreen and Grand Commercial Corridors Strategy requires both development code regulations and other longer-term programmatic investments. The Evergreen and Grand Implementation Plan has been drafted to guide the work that falls outside the purview of the development code (see Attachments D) and is intended to guide ongoing City investments while also bringing in key partners like neighborhood associations, mobility advocates, businesses and technical assistance providers, nearby schools and service providers, affordable housing developers, and the community at large. The tasks have been broken down to four focus areas including housing and economic development, urban design, mobility, and parking, as outlined below. All will require resources to implement in the coming years.

- *Economic Development*:
  - Foster a unique and attractive corridor identity
  - Establish a business-friendly climate that supports a diversity of neighborhood-serving businesses
- *Housing*:
  - Maintain economic diversity and housing affordability, especially for low- and

moderate-income households

- *Urban Design*:
  - o Support a vibrant and active corridor
  - o Pursue opportunities for climate resilient design
- *Mobility*:
  - o Leverage ongoing corridor and neighborhood-wide infrastructure projects
  - o Support targeted interventions to improve mobility for all users and connectivity to transit
  - o Improve safety for all corridor users
- *Parking*:
  - o Evaluate and manage vehicular parking impacts to local residents
  - o Support climate and parking goals by increasing micro mobility, shared parking options, and EV infrastructure

The two tasks below are highlighted here as shorter term non-regulatory implementation priorities, as they play a critical role in catalyzing several of the other implementation tasks.

- *ED 1.1*: Provide seed support for a locally based, self-created neighborhood Business District Organization that can meet the shared needs of new and future businesses through networking, marketing, promotions, special events, beautification, and advocacy
- *ED 1.2*: Provide staff and resource support to the Business District Organization so it can develop into a fully-fledged, self-sustaining, and independent organization.

The goals and associated tasks that fall under the four implementation focus areas reflect input and expertise from various City departments who will lead them, with a particular emphasis on feasibility, timing, and resource needs. It will continue to be refined as the team collaborates with other partners. Note that Housing action 1.1 – *Extend the Multi-Family Tax Exemption (MFTE) program calibrated to implement the vision and goals for the corridor and consider adding workforce housing*- has already been completed and approved by City Council.

**Advantage(s)**

Adopts the Evergreen and Grand Commercial Corridors Overlay District to guide future development that supports the Evergreen and Grand Commercial Corridors Strategy vision and achieve Citywide goals and polices.

**Disadvantage(s)**

None known

**Budget Impact**

No direct impacts of adopting Strategy documents, but of non-regulatory implementation actions will require resources and staffing to advance and will be addressed in future budget processes.

**Prior Council Review**

Presented under City Council communications on June 5, 2023, workshop on July 17, 2023, and communications on October 2, 2023.

**Action Requested**

On Monday, October 16, 2023, approve ordinance on first reading, setting date of second reading and public hearing for Monday, October 23, 2023.

*Bryan Snodgrass, Principal Long Range Planner, 360-487-7899*

**ATTACHMENTS:**

- Attachment A - Ordinance Evergreen and Grand Commercial Corridors Overlay
- Attachment B- Evergreen and Grand Commercial Corridors Overlay District Chapter 20.950
- Attachment C- Cascadia Partners ProForma Feasibility Analysis
- Attachment D- Evergreen and Grand Implementation Plan
- Attachment E- City Council Memo providing follow up information requested by Council at their July 17, 2023, Workshop

**ATTACHMENT A: ORDINANCE**

10/16/23
10/23/23

ORDINANCE NO. M________

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; adopting the Evergreen and Grand Commercial Corridors Overlay District, intended to ensure new development contributes to achieving the goals of the Evergreen and Grand Commercial Corridors Strategy; providing for severability and an effective date.

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

WHEREAS, the Vancouver City Council adopted the Evergreen and Grand Commercial Corridors Strategy on February 14, 2022, which resulted from a two year community planning process to support neighborhood livability and create a walkable environment where businesses can thrive and envisioned implementation through subsequent regulatory changes achieved through an overlay zone; and

WHEREAS, the Vancouver Planning Commission reviewed draft proposals of the Evergreen and Grand Commercial Corridors Overlay District at duly advertised work sessions on February 14, 2023; April 4, 2023; and June 13, 2023, with each proposal addressing community feedback and Planning Commission deliberations and incorporating responsive revisions; and

WHEREAS, the Planning Commission held a duly advertised public hearing on September 12, 2023, considering the Evergreen and Grand Commercial Corridors Overlay District presented here, and at that hearing voted four to one to adopt certain findings of fact and conclusions, as set forth in the staff report presented at the hearing, determined that the Overlay District complies with the Washington Growth Management Act, the City's Comprehensive Plan, and the Vancouver Strategic Plan, and recommended that the City Council adopt the Overlay District described herein; and

WHEREAS, the City Council held a duly advertised workshop on July 17, 2023. The City Council conducted a duly advertised first reading of the proposed ordinance on October 16, 2023, and a public hearing on October 23, 2023, following which the Council agrees with the Planning Commission recommendation; and

WHEREAS, community outreach on the proposed Overlay District implementing the adopted Evergreen and Grand Commercial Corridors Strategy was conducted through a virtual community open house on March 16, 2023, a developer focus group on May 22, 2023, online survey and comment box, and mailing notification to the surrounding neighborhoods;

WHEREAS, the City Council finds and concludes that the proposed Overlay District is consistent with the policies and provisions of the Comprehensive Plan that encourage orderly development within the community and the Growth Management Act pursuant to the requirements of Chapter 36.70A. RCW;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

**Section 1. Findings and Conclusions**. The Planning Commission findings of fact and conclusions, as set forth in the staff report for the September 12, 2023, public hearing, are hereby adopted as the City Council's findings of fact and conclusions.

**Section 2. Adoption of Overlay District.** The Evergreen and Grand Commercial Corridor Overlay District, attached hereto, is adopted, with the intent to ensure new development contributes to achieving the goals of the Evergreen and Grand Commercial Corridor Overlay District.

**Section 3. Severability**. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

**Section 5. Effective Date**. This ordinance shall go into effect thirty (30) days after adoption.

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

DATE OF FINAL PASSAGE by the Vancouver City Council: __________________________.

SIGNED this ________day of____________________, 2023

______________________________
Anne McEnerny-Ogle, Mayor

Attest:

___________________________________
Natasha Ramras, City Clerk

Approved as to form:

___________________________________
Jonathon Young, City Attorney

SUMMARY

ORDINANCE NO. M________

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; adopting the Evergreen and Grand Commercial Corridors Overlay District, with the intent to ensure new development contributes to achieving the goals of the Evergreen and Grand Commercial Corridors Overlay District; providing for severability and an effective date.

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

# Chapter 20.590

# EVERGREEN/GRAND CORRIDOR OVERLAY DISTRICT

Sections:



## 20.590.010 Purpose

A. *Purpose.* This chapter establishes standards for the Evergreen/Grand Corridor Overlay District ("Corridor") in order to ensure new development contributes to achieving the goals of the Evergreen/Grand Corridor Strategy ("Strategy") as follows:

1. Strengthen current businesses while providing an appropriate mix of commercial and residential uses.
2. Establish a balanced, multi-modal network of motor vehicle, transit, walking, and biking routes through the corridors.
3. Provide adequate parking to serve existing uses and future development.
4. Create public and private spaces that are inclusive, integrated, and contribute positively to the livability of the corridors.
5. Provide ample opportunities for small-scale, locally owned businesses to thrive.
6. Contribute to a vibrant public realm that encourages interaction with an active edge along the ground floor, high-quality public spaces, and a walkable pedestrian environment.

B. This chapter is not intended to prevent continued use, repair or modest expansion of lawfully existing buildings, or to render otherwise lawful development as nonconforming.

## 20.590.020 Applicability

A. *Establishment of Boundaries.* The standards of this chapter apply to properties along Evergreen Boulevard and Grand Boulevard as indicated in Figure 20.590-1.

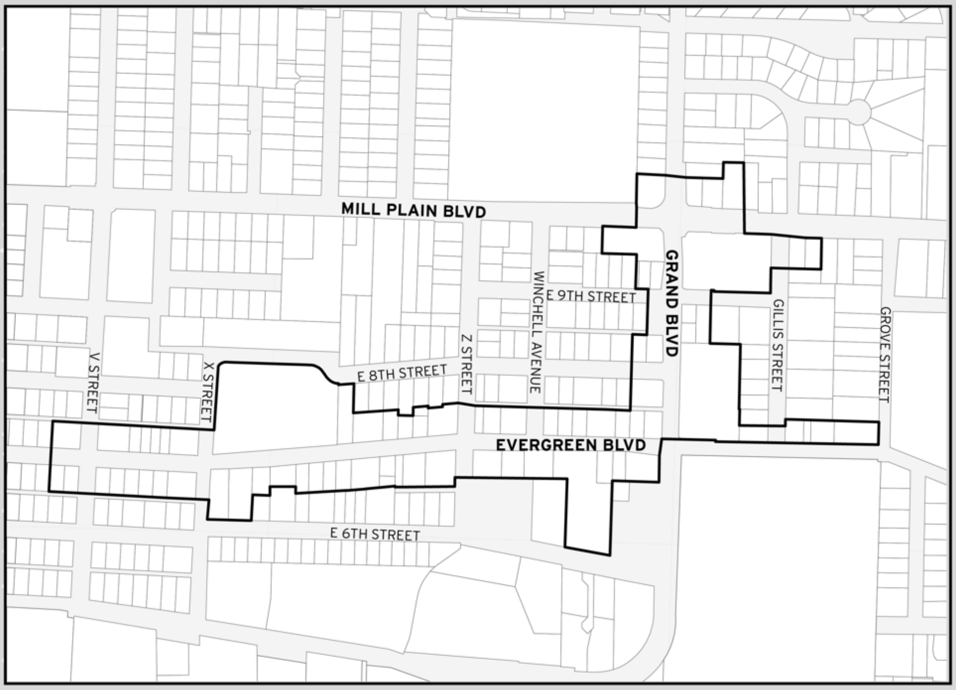



**Figure 20.590-1**
Boundaries of the Evergreen/Grand Corridor Overlay District

B. *Relation to Other Standards.* These standards shall be in addition to other applicable standards of Vancouver Municipal Code or state law and shall supersede those standards where they conflict.

C. *Types of Development.* All projects that involve new construction, modification of the exterior of an existing building or parking lot located within the area defined in Figure 20.590-1 shall be subject to approval by the Planning Official pursuant to this Chapter.

D. *Exemptions*: The following activities shall be administratively exempt from complying with these standards:

1. Exterior work not visible from the public way;
2. Public art; and
3. Other minor construction such as replacement of doors, windows, awnings, etc., determined by the Planning Official to be exempt.
4. Additions or modifications to single family dwellings and duplexes.
5. Replacements for buildings or structures destroyed by fire or calamity as provided in VMC 20.930.

E. *Nonconforming Development*: Existing lawful structures and/or improvements that exist at the effective date of this chapter may be continued so long as it remains otherwise lawful per Section 20.930.030.B.

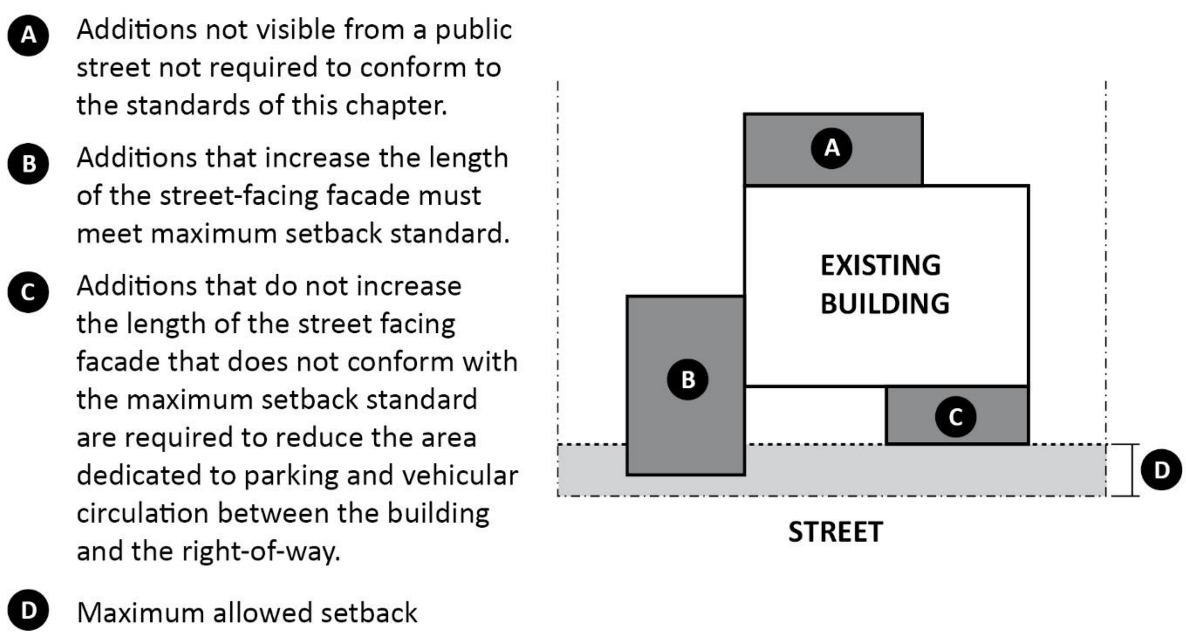
F. *Expansions and Alterations to Existing Nonresidential Buildings.* The standards of this chapter apply to expansions and alterations to nonresidential buildings that are subject to Site Plan Review. The standards are applicable as follows:

1. Expansions or additions to nonresidential buildings of over 500 square feet that are visible from a public street are required to be in conformance with the standards of this chapter. The standards only apply to the expansion or addition.

2. Expansions or additions to nonresidential buildings must not increase the length of street-facing façade that does not conform to the maximum setback standard. The expansion or addition must, to the extent feasible, reduce the area dedicated to parking and vehicular circulation between the building and the right-of-way. See Figure 20.590-2.

3. Exterior alterations or remodels of existing nonresidential buildings that do not conform to the design standards of Section 20.590.050 must improve compliance with these standards where possible, and at a minimum must not increase nonconformance.

**Figure 20.590-2. Applying the Maximum Setback Standard to Additions/Expansions**




## 20.590.030 Regulation of Uses

A. *Uses*. Uses on properties in the Corridor shall be permitted, conditional, limited, or prohibited as per Table 20.430.030-1 Commercial and Mixed-Use Districts Use Table, with the following exceptions in Table 20.590.030-1.

**Table 20.590.030-1. Special Use Regulations for Evergreen/Grand Corridor Overlay District**

| USE | |
|---|---|
| Household Living | L[1] |
| Group Living | L[1] |
| Home Occupation | L[1, 2] |
| **HOUSING TYPES** | |
| Single Dwelling Units, Attached | L[1] |
| Duplexes | X |
| Multi-Dwelling Units | L[1] |
| Affordable Housing Projects | L[1, 3] |
| **CIVIC** | |
| Park & Ride Facilities | |
| -Surface | X |
| -Structure | X |
| **COMMERCIAL** | |
| Motor Vehicle Related | |
| - Motor Vehicle Sales/Rental | X |
| - Motor Vehicle Servicing/Repair | X |
| - Vehicle Fuel Sales | X |
| Non-Accessory Parking | X |
| Self-Service Storage | X |

[1] Residential uses are limited in some locations as specified by VMC 20.590.030(B)(1).

[2] Subject to the provisions of Chapter 20.860 VMC, Home Occupations.

[3] Eligible affordable housing projects must (a) demonstrate eligibility for Washington State Housing Finance Commission Low Income Housing Tax Credits by providing at least 40 percent of units affordable to households at 60 percent of Area Median Income or otherwise as demonstrated eligible for credits; (b) include a guarantee that the threshold is maintained for at least 30 years unless specified longer by the finance commission; and (c) be located on properties whose borders are within 1,000 feet of a bus rapid transit or other high capacity transit corridor, or transit corridors with existing weekday peak service frequencies of 35 minutes or less, as indicated in the C-Tran 2018-2033 Transit Development Plan.

B. *Additional Use Standards.*

1. A minimum of 50% of the lineal street front of the ground floor buildings along streets designated in Figure 20.590-3 must be devoted to commercial uses.

2. Drive-through facilities are prohibited on all properties.

C. *Existing Uses.* Limitations on uses set forth in Section 20.590.030 do not apply to existing uses continuing in existing buildings or structures, or in buildings or structures permitted to be replaced in the event of fire or calamity pursuant, as provided in VMC 20.930.

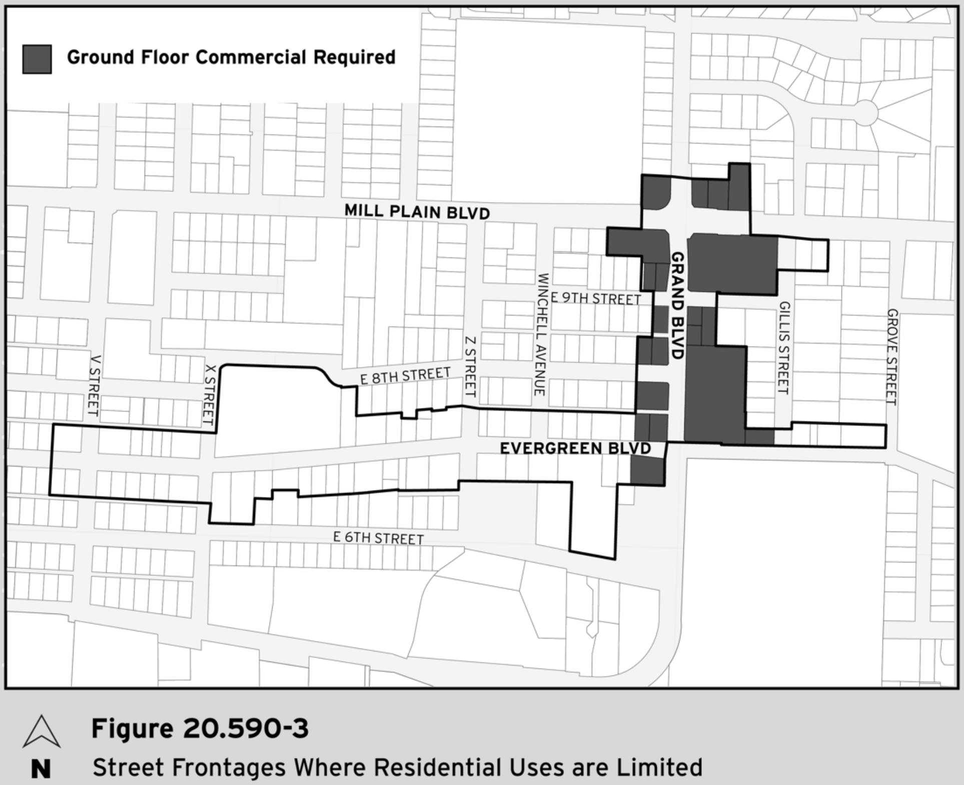



**Figure 20.590-3**
Street Frontages Where Residential Uses are Limited

## 20.590.040 Development Standards

A. *Minimum Density.* Any development that includes residential uses must include a minimum of the following number of dwelling units per acre of site area:

1. *Sites on Grand Avenue:* 30 dwelling units per acre
2. *Sites on Evergreen Boulevard:* 22 dwelling units per acre

*B. Building Orientation*

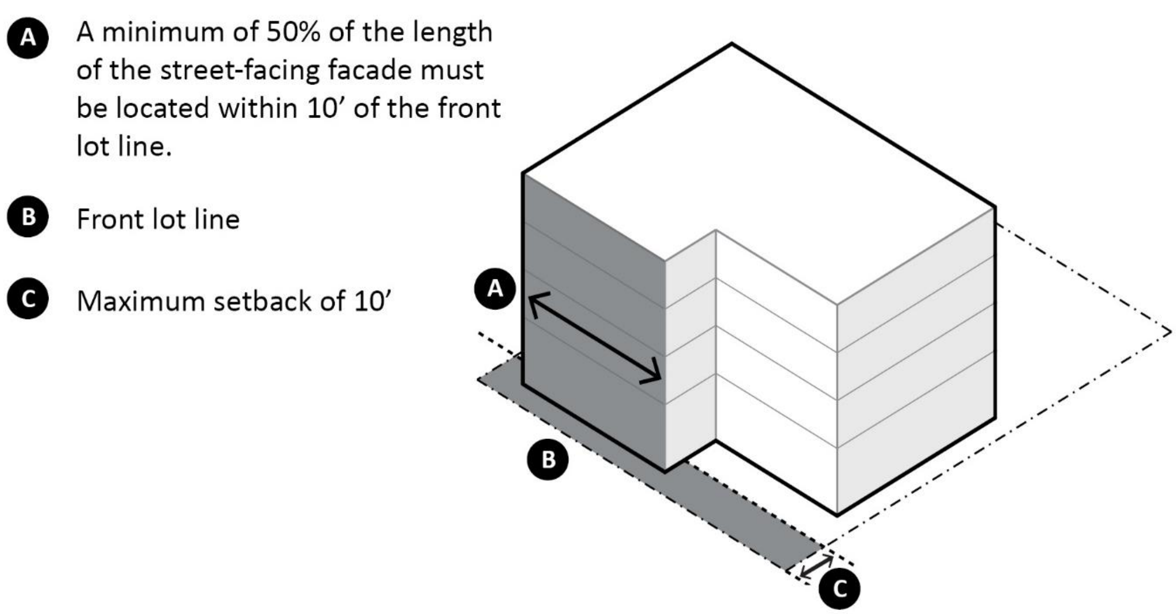
1. *Maximum Setback*. A minimum of 50 percent of the length of the street-facing façade of the building must be located within ten feet of the front lot line. See Figure 20.590-4 below.
2. *Ground Floor Residential Setbacks*. A minimum setback of five feet and a maximum setback of ten feet is required for ground-floor residential uses. A transition area must be provided per VMC 20.590.050.3 Ground Floor Separation standard.
3. *Improvements Between the Building and the Street.* Off-street parking is not allowed between a building and a street lot line along the following streets in the Corridor: E. Evergreen Boulevard, Grand Boulevard, and E. Mill Plain Boulevard. The land between any building and a street lot line must be landscaped to at least the L1 level (see VMC 20.925) and/or hard surfaced for use by pedestrians.
4. *Main Entrance*. These standards apply to the primary building(s) on a site (e.g., not to accessory structures).

a. *Entry Orientation*. All buildings must have at least one primary entrance facing the street (i.e., within 45 degrees of the street property line). For multi-tenanted nonresidential buildings, buildings with multiple entrances, or buildings with multiple frontages, only one primary entrance must comply with this standard.

b. *Walkway Connection*. All primary entrances to a building (e.g., tenant entrance, lobby entrance, breezeway entrance, or courtyard entrance) must comply with VMC 20.945.040(H)(7) Pedestrian access, circulation and connections.

c. *Ground Floor Residential Entrances.* A minimum of 50 percent of all ground floor residential units abutting the street must have individual main entrances that open directly onto the right of way rather than the interior of the building or parking lot. Entries must meet the Ground Floor Separation Design Standard (VMC 20.590.050.C.3). For buildings with a central common open space opening to the street, primary entries for ground floor units abutting the courtyard must open directly onto the courtyard.

**Figure 20.590-4. Building Orientation Standards**




C. *Building Setbacks and Buffer Landscaping.*

1. *Front Yard or Street Side Yard.* No front or street-side yard setback is required except for residential uses as provided in 20.590.040(B). Buildings must meet the maximum setback standard of VMC 20.590.040(B).

*2. Side or Rear Yard.*

*a. Abutting a Residential Zone.* Minimum building setback of 10 feet. Parking or open space areas may be placed within the side or rear setback. A 5-foot buffer that is landscaped to the L4 High Wall standard (see VMC 20.925) is required.

b. *Abutting a Commercial or Mixed-Use Zone.* No side or rear yard setback required.

*D. Building Height*

1. *Maximum Height*. Maximum building height varies by location as provided in Figure 20.590-5.

2. *Height Step Down*. Buildings must be stepped down to create a transition to adjacent residential zones with lower maximum building heights:

   a. Sites with property lines that abut residential zones for less than a five-foot length are exempt from these standards.

   b. Any portion of a building within 25 feet of a Lower Density Residential Zone shall be no higher than 25 feet. See Figure 20.590-6.

   c. Any portion of a building within 25 feet of a Higher Density Residential Zone shall be no higher than 35 feet. See Figure 20.590-7.

   d. No height step down is required on the portion of a site adjacent to a Commercial and Mixed Use Zone.

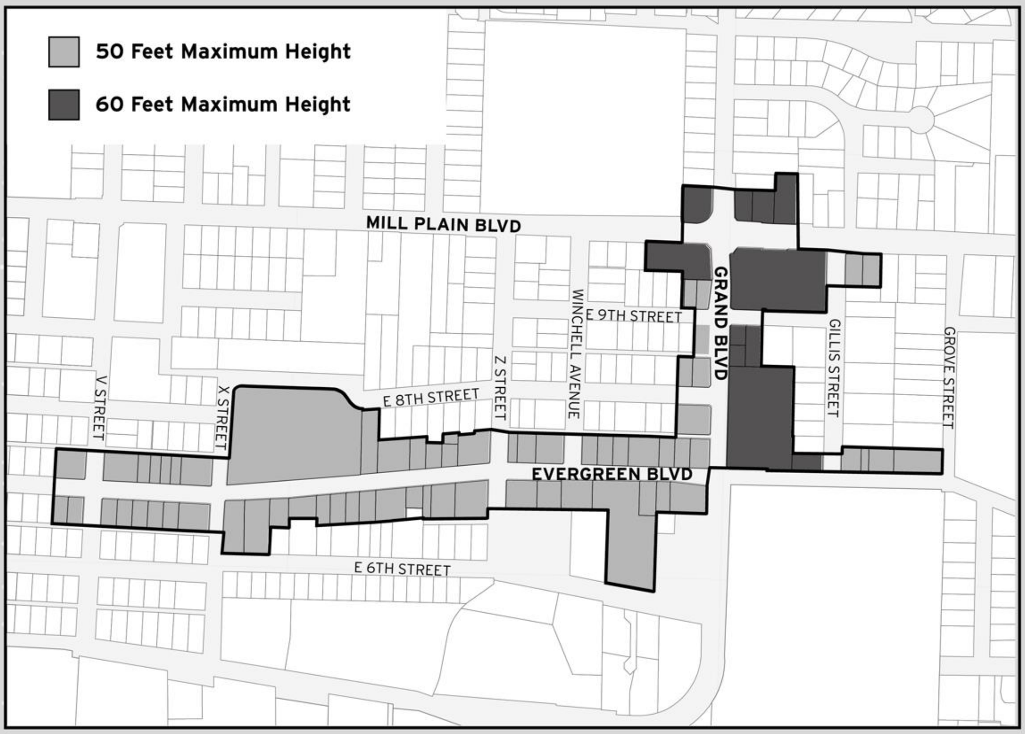



**Figure 20.590-5**
Maximum Building Height

**Figure 20.590-6. Height Step Down Adjacent to Lower Density Zones**

A Height step-down required within 25’ of Lower Density Residential Zone.

B Maximum height of 25’

C Height step-down

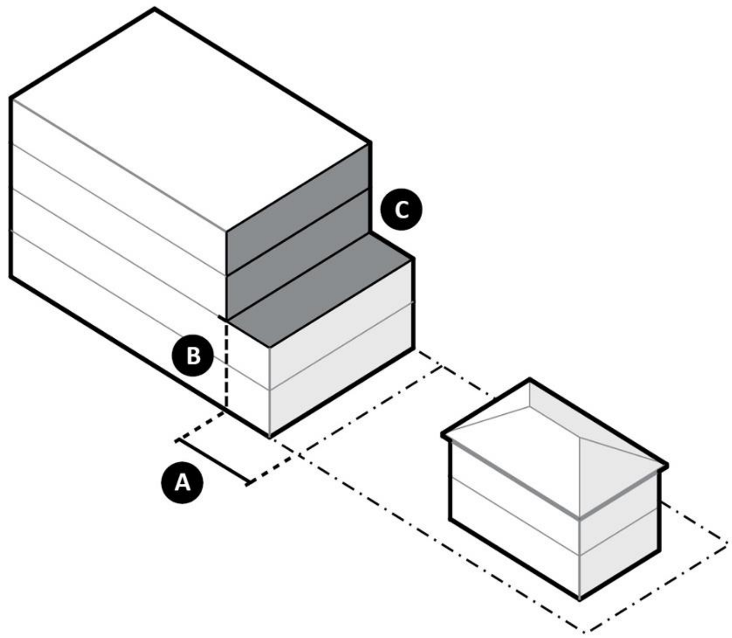
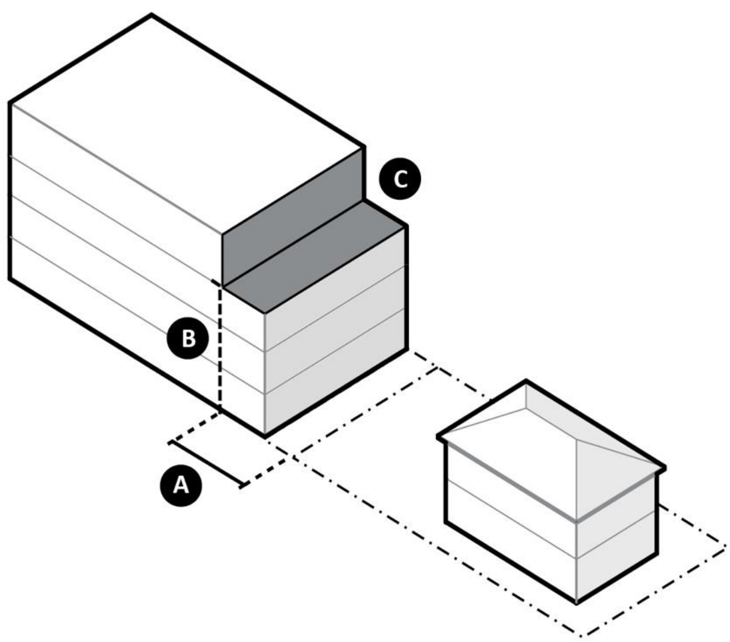



**Figure 20.590-7. Height Step Down Adjacent to Higher Density Zones**

A Height step-down required within 25’ of Higher Density Residential Zone.

B Maximum height of 35’

C Height step-down

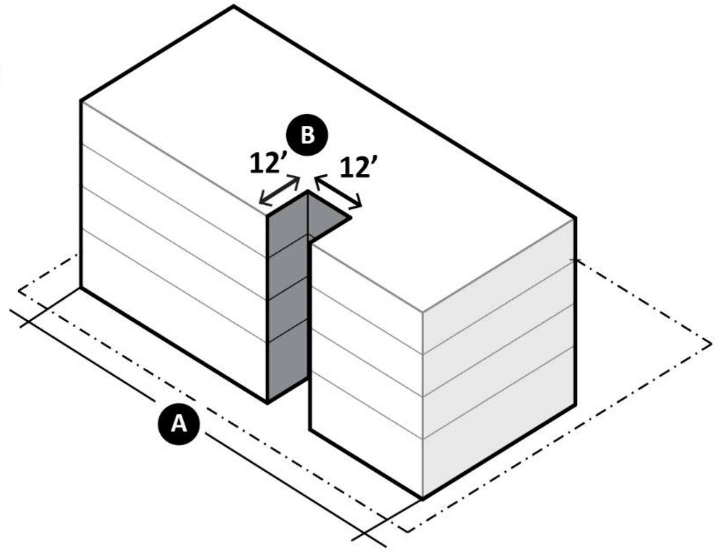



E. *Maximum Building Length.* The maximum building length for the portion of a building located within 12’ of the street lot line is 100’. This standard is met if two buildings are entirely separated, or when one building over 100’ includes a recess that is at least 12 feet in length and 12 feet in depth (see Figure 20.590-8).

**Figure 20.590-8. Maximum Building Length**

A Maximum building length for the portion of a building located within 12' of the street lot line is 100'.

B If a building is over 100' in length, a recess that is at least 12' in length and 12' in depth is required.




*F. Parking*

1. *Minimum Spaces Required.* Parking and loading requirements shall be as specified in VMC 20.945, with the following exceptions for properties in the Corridor:

   a. Market Rate Multifamily Dwelling Units: 0.5 spaces per dwelling unit.

   b. Housing for Low-Income Households Earning Under 60% Median Area Income: 0.5 spaces per dwelling unit.

   c. All Commercial Uses permitted in the CC zone: 1 space/1,000 gross square feet.

   d. Commercial uses on the ground floor of a mixed use building that includes residential uses are exempt from minimum off-street parking requirements in Table 20.945.070-2.

2. *Location of Parking Areas.* Parking and loading areas are prohibited per VMC 20.590.040.B.3. The following additional standard applies:

   a. *Attached single dwelling units.* Garage entrances are prohibited on the street-facing façade of attached single dwelling units. A shared drive aisle may be used to access parking located to the rear of dwelling units. Where possible, access shall be provided from an alley or, if located on a corner parcel, from a secondary street.

G. *Bicycle Parking.* Bicycle parking shall be provided in a safe, accessible, and convenient location. Bicycle parking shall meet the standards contained in Table 20.590.040-1 and shall be consistent with the standards of VMC 20.945.050 and the city of Vancouver Bicycle Parking Guidelines.

1. *Standard*. Up to 50 percent of long-term bicycle parking spaces shall be provided in individual residential dwelling units, if they meet the following criteria:

   a. The bicycle parking is located within 15 feet of the entrance to the dwelling unit.

   b. The bicycle parking is located in a closet or alcove of the dwelling unit that includes a rack.

   c. For buildings with no elevators, only ground floor units can utilize in-unit long-term bicycle parking provision.

**Table 20.590.040-1. Bicycle Parking Minimums**

| Uses | Required Short-Term Bicycle Parking | Required Long-Term Bicycle Parking |
|---|---|---|
| Residential | 0.05 per dwelling unit, 2 spaces minimum | 1 per dwelling unit for buildings with 5 or more dwelling units |
| Commercial | 1 per 5,000 sf of floor area, 2 spaces minimum | 1 per 15,000 sf of floor area, 2 spaces minimum |
| Office | 1 per 25,000 sf of floor area, 2 spaces minimum | 1 per 5,000 sf of floor area, 2 spaces minimum |
| Civic/Institutional Buildings | 1 per 5,000 sf of floor area, 2 spaces minimum | 1 per 15,000 sf of floor area, 2 minimum |
| Lodging | 2 spaces minimum | 1 per 10 rooms, 2 spaces minimum |
| Parks | 1 per 5,000 sf park area, 2 spaces minimum | None |

2. *Additional Development Standards.* The following standards apply to sites where more than 20 long-term bicycle parking spaces are required and provided in one or more shared bicycle parking facilities outside of individual dwelling units*:*

   a. *Minimum Number of Horizontal Bicycle Parking Spaces.* At least 20 percent of spaces must be in a horizontal rack, or on the lower level of a stacked bicycle parking rack.

   b. *Parking for Larger Bicycle Spaces*. At least five percent of spaces must accommodate a larger bicycle space for cargo bikes, placed in a horizontal rack. These spaces must be a minimum of three feet (36 inches) in width, 10 feet (120 inches) long with three feet and four inches (40 inches) of height clearance.

c. *Electrical Outlet Requirement*. At least 20 percent of spaces must have electrical sockets within four feet of the spaces. Each electrical socket must be accessible to horizontal bicycle parking spaces.

d. *Signage.* Entry and directional signs shall be provided by the property owner if bicycle parking facilities are not directly visible and obvious from the public right-of-way. The signs shall be used to properly direct bicyclists from the public right-of-way to the bicycle parking facilities.

e. *Grade.* Bicycles should not be required to ride up and down ramps greater than 12%.

## 20.590.050 Design Standards

A. *Exceptions.* The Planning Official may allow exceptions to a design standard in Section 20.590.050 without the need to obtain a variance in accordance with Section 20.290. For each standard for which an exception is sought, the applicant must demonstrate that at least one of the following criteria is met:

1. The alternative design results in a variance of 20 percent or less to a numerical design standard and the design cannot be modified to meet the standard due to the physical characteristics of the site or existing structure(s).

2. The alternative design better complies with the intent of the standard as described in the relevant subsection of this chapter.

*B. Ground Floor Design, Nonresidential Uses.*

1. *Applicability.* These standards apply to all multi-story buildings with non-residential uses on the ground floor. The following standards apply to the portions of ground floor walls of a street-facing façade that is 20 feet or closer to a street lot line or a publicly-accessible plaza.

2. *Minimum Height*.

a. *Intent.* The intent of this standard is to promote building designs which maximize the visibility of ground floor spaces to passing pedestrians, emphasize the importance of the ground floor in providing access to services and amenities, and encourage active commercial uses on the ground floor.

b. *Standards.*

i. The minimum distance from the finished floor to the bottom of the ceiling structure must be at least 12 feet.

ii. The area meeting this standard must be at least 25 feet deep, measured from the street-facing façade.

*3. Transparency.*

a. *Intent.* The intent of this standard is to create an interesting environment for pedestrians by opening up the ground floors of buildings for views into activity and merchandise. The intent of the standard is also to support natural surveillance of public spaces.

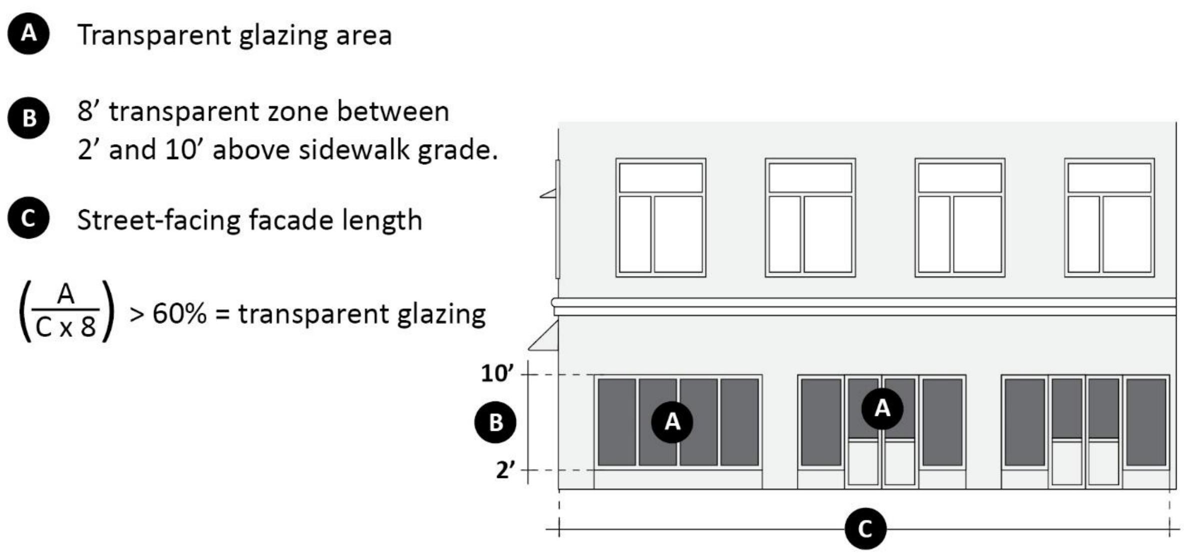
b. *Standards.* The ground floor wall of street-facing facades must provide at a minimum 60 percent transparency between 2 and 8 feet above sidewalk grade.

i. Windows and/or doors may be used to meet this standard.

ii. Windows shall not be mirrored or treated in such a way to block visibility into the building.

iii. Windows into storage areas, vehicle parking areas, mechanical and utility areas, and garbage and recycling areas do not qualify.

**Figure 20.590-9. Ground Floor Transparency, Non-Residential Uses**




4. *Weather Protection*.

a. *Intent.* The intent of this standard is to create a more comfortable experience for pedestrians on the sidewalk by providing protection from sun and rain.

b. *Standards.* Weather protection must be provided along at least 50 percent of the street-facing façade located within 20 feet of a street property line. For the purposes of this standard, weather protection may be in the form of awnings, canopies, overhangs, or other architectural features. The weather protection must:

i. Project out at least 4 feet from the adjoining wall;

ii. The height must be between 9 and 15 feet above the grade underneath it and consistent with the provisions of VMC 20.630.030; and

iii. Where applicable, weather protection shall be designed to accommodate pedestrian signage (e.g., blade signs) while maintaining required vertical clearance.

*B. Ground Floor Design, Residential Uses*

*1. Applicability.* These standards apply to any residential dwelling unit that is located on the ground floor of a building and that is 20 feet or closer to a street lot line or a publicly accessible plaza.

2. *Minimum Height.*

a. *Intent.* The intent of this standard is to promote attractive and livable ground floor residential units and emphasize the importance of the ground floor as the architectural base of the building.

b. *Standard*. The minimum distance from the finished floor to the bottom of the ceiling structure must be at least 10 feet.

3. *Transparency.*

a. *Intent.* The intent of this standard is to promote attractive and livable ground floor residential units and support natural surveillance of public spaces.

b. *Standards* The ground floor wall of street-facing facades must provide at a minimum 25 percent transparency between 2 and 8 feet above sidewalk grade.

iv. Windows and/or doors may be used to meet this standard.

v. Windows shall not be mirrored or treated in such a way to block visibility into the building.

vi. Windows into storage areas, vehicle parking areas, mechanical and utility areas, and garbage and recycling areas do not qualify.

4. *Ground Floor Separation.*

a. *Intent.* The intent of this standard is to provide an interesting experience for pedestrians, define the transition between public and private space, provide spaces for residents to gather and spend time outdoors, and private sufficient privacy for residents.

b. *Standards.* For the purposes of this standard, separation is required between the public right of way and residential entrances. Entrances must be set back a least 5 feet from the street lot line but no more than 10 feet and have at least two of the following elements within the setback to create a sense of transition from the public space to the private dwelling space and encourage interaction between residents and passerby. In addition to any elements provided from the list below, the standards of VMC 20.95.030-2 must be met.

i. A low wall, railing, or fence that is a maximum of 30 inches in height and at least 75 percent transparent;

ii. Raised landscape planters a minimum of 18 inches in height and a maximum of 30 inches in height with a minimum horizontal depth of 2 feet that contains landscaping;

iii. <u>One small canopy tree per unit;</u>

iv. Individual private space of at least 48 square feet with a minimum dimension of 4 feet in width that is 20% paved and areas not paved are landscaped with a combination of shrubs, groundcover, and perennials; or

v. A change of grade where the door to the dwelling unit is 18 to 36 inches above the grade of the right of way. All residential development must comply with all applicable state and federal accessibility requirements.

C. *Façade Articulation.*

1. *Applicability.* The standard applies to the street-facing elevations of buildings more than 20 feet in height.

2. *Intent.* The intent of this standard is to promote visually interesting building facades by prohibiting large expanses of blank walls facing the street and requiring building facades to be divided into smaller planes.

3. *Standard.* Buildings must incorporate vertical and horizontal articulation and divide the vertical mass of the building into a base, middle, and top using distinct physical transitions.

   a. Base: The ground level of the building must be articulated using at least one of the following elements:

      i. Materials that are different than upper stories

      ii. Awning or canopy line

      iii. Molding, belt course or other horizontally articulated transition piece that makes ground floor distinguishable from upper floors

      iv. Transom windows

   b. Middle: The middle of the building must be articulated using at least one of the following elements:

      i. Recesses or extensions a minimum depth of two feet

      ii. Vertically oriented windows

      iii. Pilasters that project from the façade

   c. Top: The top of the building must be articulated using at least one of the following elements:

      i. Cornice that is a minimum of eight inches tall and projects a minimum of three inches beyond the façade of the façade

      ii. Change in material or color

      iii. Upper-level setback

      iv. A roof overhang that is a minimum of eight inches beyond the face of the façade

      v. Change in roof form

D. *Materials*.

1. *Intent.* The intent of this standard is to limit the use of materials that lack surface texture and visual interest, do not promote a sense of quality and permanence, or more easily deteriorate over time.

2. *Standard*. The following building materials are prohibited on street-facing building façades and shall not collectively be used on more than 35% of any other building façade:

   a. Vinyl PVC siding

   b. T-111 Plywood

c. Exterior insulation finishing (EIFS)

d. Corrugated metal

e. Plain concrete or concrete block

f. Sheet pressboard

*E. Location of Utilities.*

1. *Applicability.* These standards apply to any roof-mounted mechanical equipment under two feet in height or ground level mechanical or service equipment located at grade. These standards shall not apply to any solar energy production equipment, wind energy production equipment, and/or green roof features.

2. *Intent.* The intent of this standard is to ensure that utilities and equipment are screened, integrated into building and landscape design and/or located in less prominent locations to minimize the visual impact on the pedestrian experience.

3. *Standard.* Utilities shall be located away from primary streets and pedestrian sidewalks and located on alleys or secondary streets wherever possible. Utilities shall be located below grade in vaults or inside buildings where possible. If not possible, the following standards apply:

a. *Ground Level*: Ground level mechanical and service equipment shall be located behind or beside buildings. Equipment must be set back a minimum of five feet from the front lot line. Ground level mechanical and service equipment, including but not limited to electric meters, gas meters, HVAC equipment, and waste receptacles, shall be screened with landscaping or a site-obscuring fence or wall per VMC 20.970 and may not be visible from the street, ground-level private open space, or common open space.

b. *Rooftop*: Rooftop mechanical equipment shall be set back at least 15 feet from roof edges on street-facing facades and include screening to minimize visual impact on the public right-of-way by one of the following methods:

i. A screen around the equipment that is made of a primary exterior finish material used on other portions of the building, wood fencing, or masonry.

ii. Green roof features or regularly maintained dense evergreen foliage that forms an opaque barrier when planted.

Required screening shall not be included in the building's maximum height calculation.

c. *Venting System Locations*. Venting of air exhaust and mechanical building systems shall be away from primary streets and main pedestrian areas and shall be architecturally incorporated into buildings.

d. *Wall-Mounted Utilities*. Utilities mounted on building walls shall not intrude on the public right-of-way space adjacent to a pedestrian path of travel, shall be set back, or have a landscape zone for a buffer.

e. *Mechanical Vents*. Mechanical vents required on building exteriors shall be located eight feet above grade or between grade and 18 inches and shall be integrated into the facade design to minimize visual impacts.

*F. Fences.*

1. *Applicability.* These standards shall be in addition to VMC 20.912 and shall supersede those standards where they conflict.

2. *Intent.* The intent of this standard is to limit the visual impact of taller fences and surface parking areas on the pedestrian experience and to promote natural surveillance of public spaces.

3. *Standard.*

    a. Solid free-standing walls, fences, or hedges higher than 3 feet shall be prohibited between the street-facing façade of a building and a street lot line. Fences greater than 36” must be at least 75% transparent.

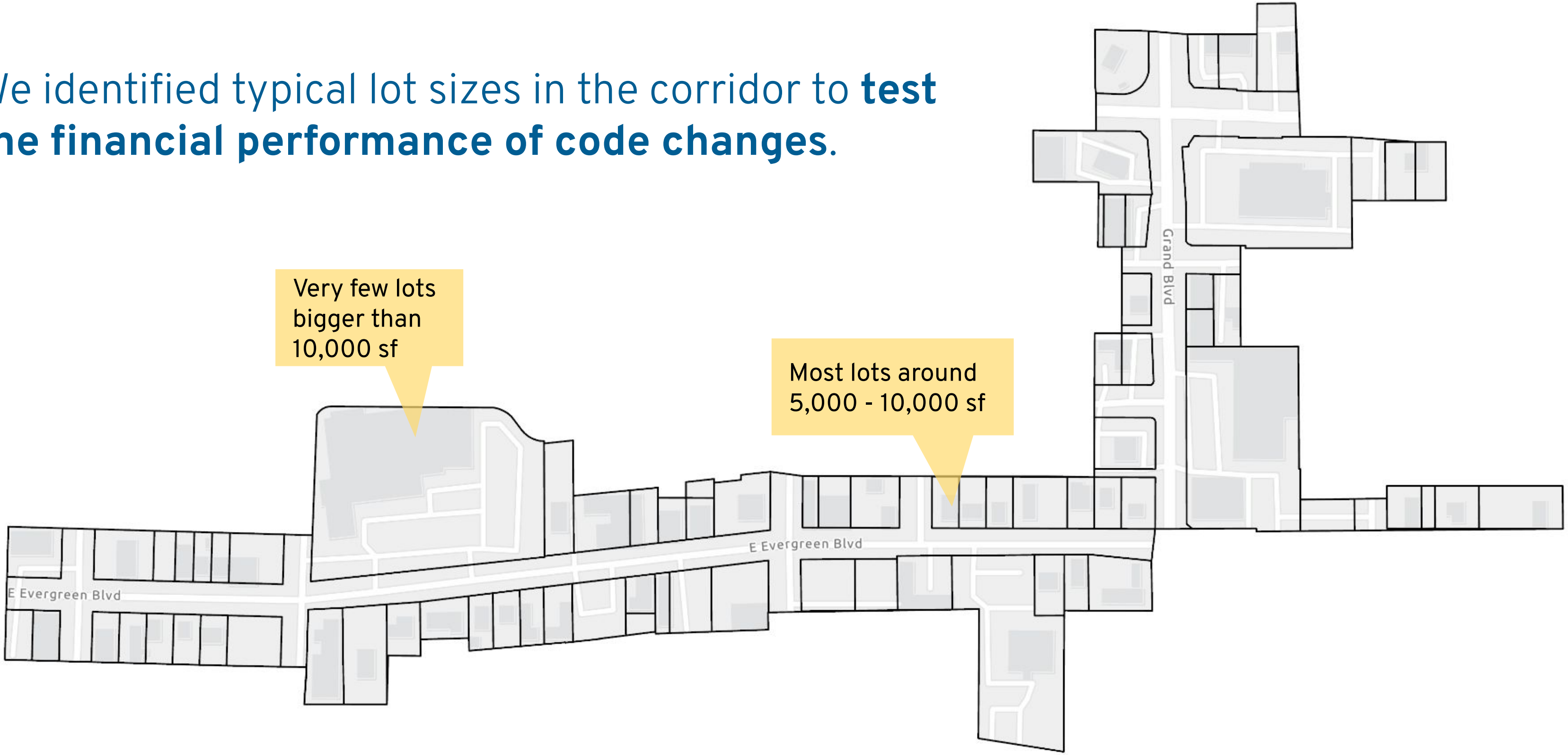
    b. New barbed razor wire, electric, vinyl, or chain link fences shall be prohibited in the Overlay district.

    c. Off-street parking areas shall be screened per VMC 20.945.040(I)(2) to a maximum height of 3 feet.

# APPENDIX A
# FINANCIAL FEASIBILITY ANALYSIS OF CODE CONCEPTS

# **LOT SIZE ANALYSIS:** 5,000 AND 10,000 SF LOTS

We identified typical lot sizes in the corridor to **test the financial performance of code changes**.



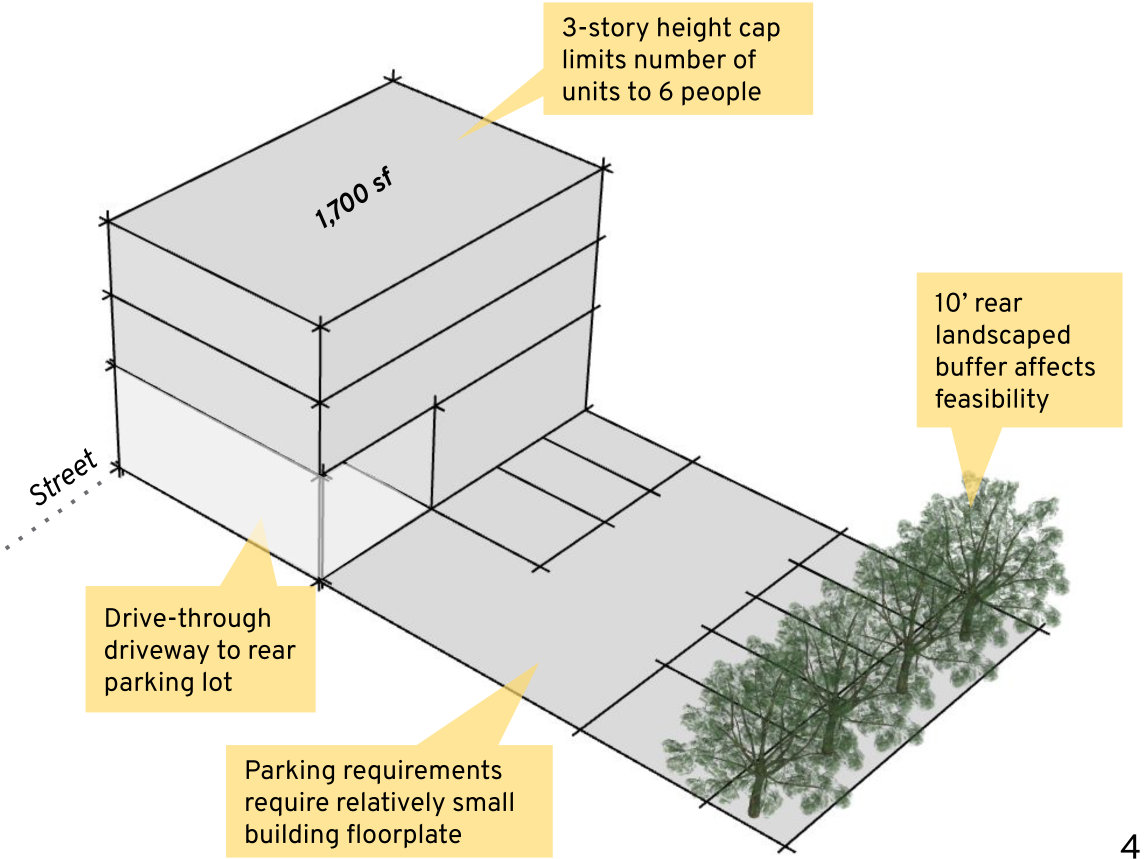
# TEST PROTOTYPES

| TEST NAME | LOT SIZE(S) | HEIGHT | GROUND FLOOR COMMERCIAL | PARKING RATIOS |
|---|---|---|---|---|
| **1. Residential Small Lot (3-stories)** | 5,000 sf | 3 stories | None | 0.75 per unit |
| **2. Mixed-Use Small Lot (3-Stories)** | 5,000 sf | 3 stories | 50% of frontage | 0.75 per unit<br>No parking for ground floor commercial spaces |
| **3. Residential Small Lot (4-stories)** | 5,000 sf | 4 stories | None | 0.75 per unit |
| **4. Mixed-Use Small Lot (4-stories)** | 5,000 sf | 4 stories | 50% of frontage | 0.75 per unit<br>No parking for ground floor commercial spaces |
| **5. Residential Large Lot (5-stories)** | 10,000 sf | 5 stories | None | 0.75 per unit |
| **6. Mixed-Use Large Lot (5-stories)** | 10,000 sf | 5 stories | 50% of frontage | 0.75 per unit<br>No parking for ground floor commercial spaces |

52 units/acre

# RESIDENTIAL SMALL LOT (3-STORIES)

| 1. Residential Small Lot | |
|---|---|
| **Lot Size** | 5,000 sf |
| **Height** | 3 stories |
| **Parking Spaces** | 8 |
| **# of Residential Units** | 6 |
| **Avg. Unit Size (sf)** | 600 |
| **Retail Space (sf)** | - |
| **Construction Cost** | $260/sf |
| **Avg. Residential Rent / Unit** | $1,500/month |
| **Retail Rent** | - |
| **Internal Rate of Return (Target 10%)** | **6.1%** |

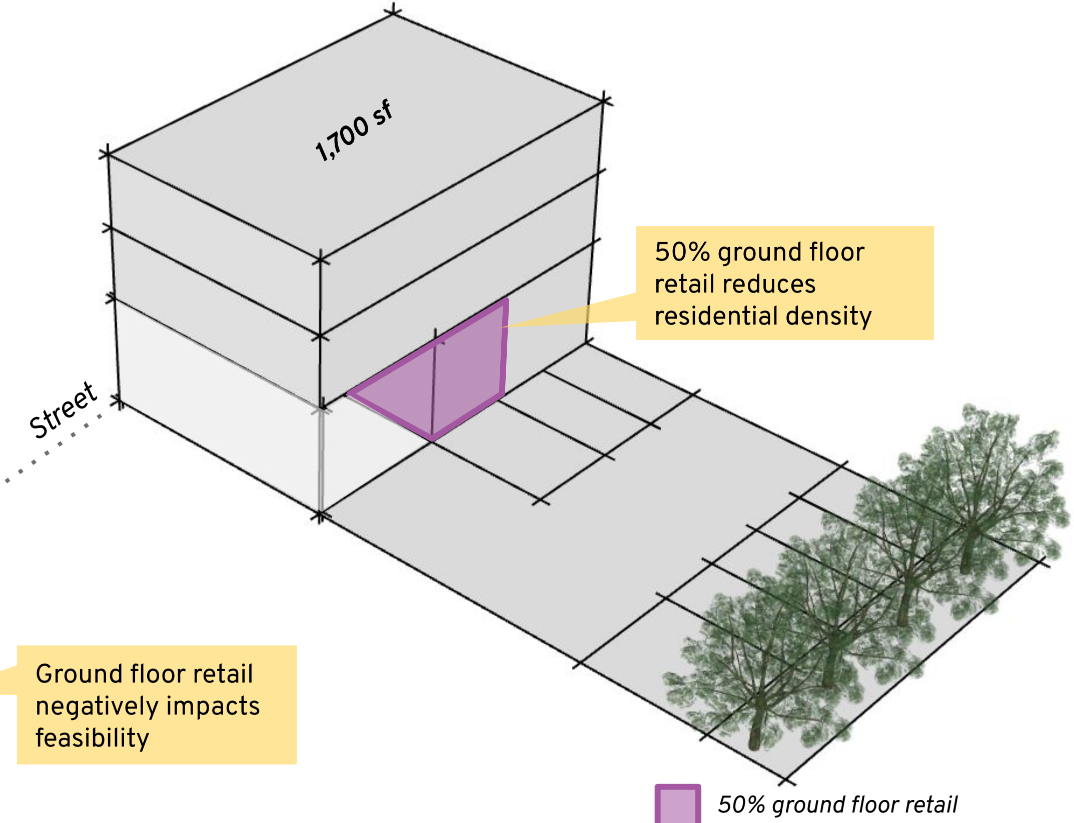


44 units/acre

# MIXED-USE SMALL LOT (3-STORIES)

| 2. Mixed-Use Small Lot | |
|---|---|
| **Lot Size** | 5,000 sf |
| **Height** | 3 stories |
| **Parking Spaces** | 8 |
| **# of Residential Units** | 5 |
| **Avg. Unit Size (sf)** | 600 |
| **Retail Space (sf)** | 510 |
| **Construction Cost** | $260/sf |
| **Avg. Residential Rent / Unit** | $1,500/month |
| **Retail Rent** | $25/sf |
| **Internal Rate of Return (Target 10%)** | **5.3%** |

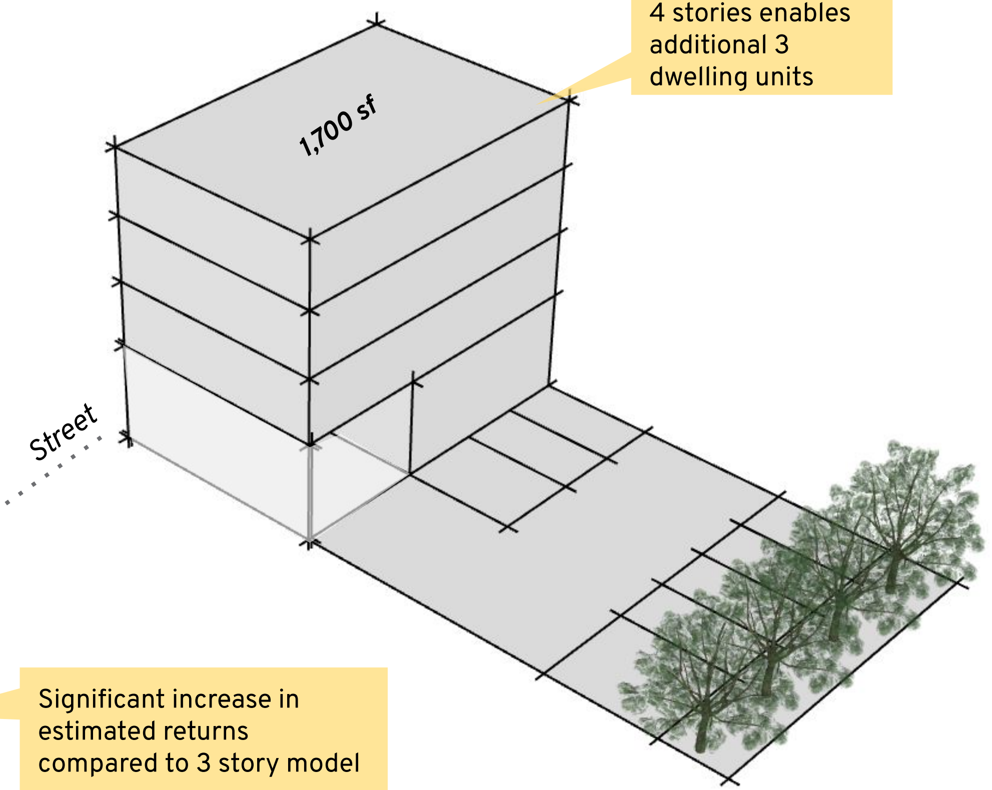
Ground floor retail negatively impacts feasibility



78 units/acre

# RESIDENTIAL SMALL LOT (4-STORIES)

| 3. Residential Small Lot | |
|---|---|
| **Lot Size** | 5,000 sf |
| **Height** | 4 stories |
| **Parking Spaces** | 8 |
| **# of Residential Units** | 9 |
| **Avg. Unit Size (sf)** | 600 |
| **Retail Space (sf)** | - |
| **Construction Cost** | $215/sf |
| **Avg. Residential Rent / Unit** | $1,500/month |
| **Retail Rent** | - |
| **Internal Rate of Return (Target 10%)** | **7.9%** |




4 stories enables additional 3 dwelling units

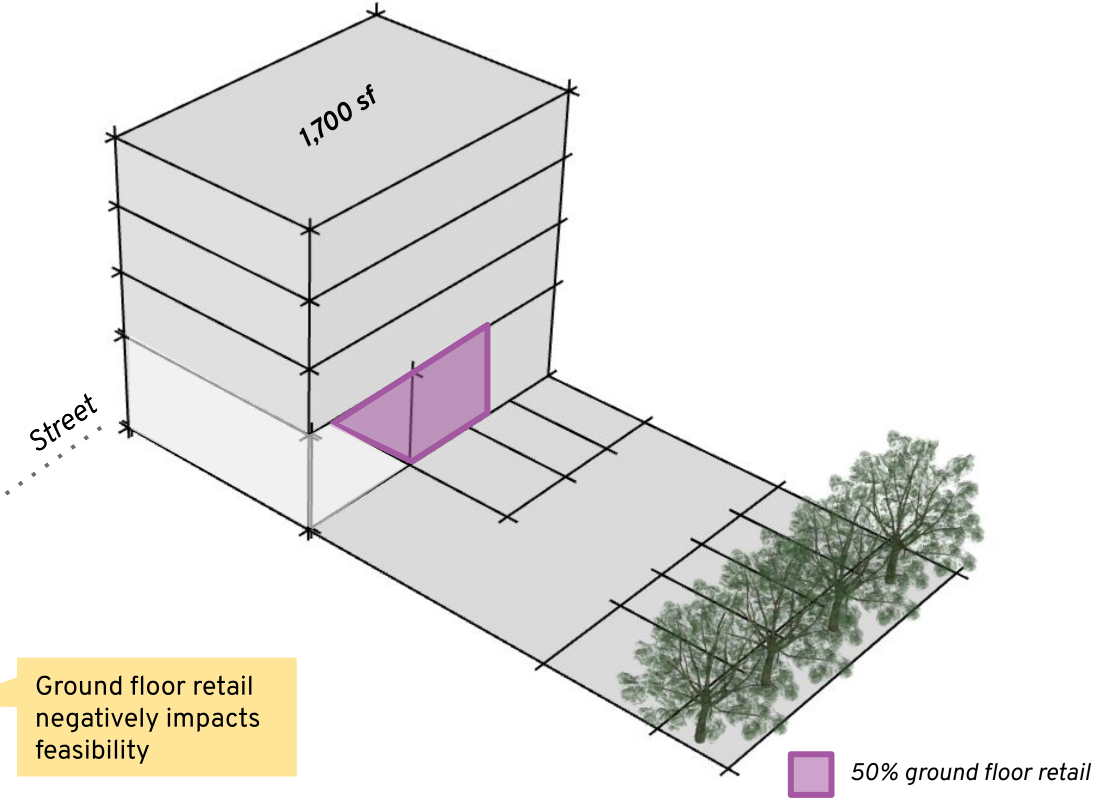
Significant increase in estimated returns compared to 3 story model

70 units/acre

# MIXED-USE SMALL LOT (4-STORIES)

| 4. Mixed-Use Small Lot | |
|---|---|
| **Lot Size** | 5,000 sf |
| **Height** | 4 stories |
| **Parking Spaces** | 8 |
| **# of Residential Units** | 8 |
| **Avg. Unit Size (sf)** | 600 |
| **Retail Space (sf)** | 510 |
| **Construction Cost** | $260/sf |
| **Avg. Residential Rent / Unit** | $1,500/month |
| **Retail Rent** | $25/sf |
| **Internal Rate of Return (Target 10%)** | **7.4%** |

Ground floor retail negatively impacts feasibility

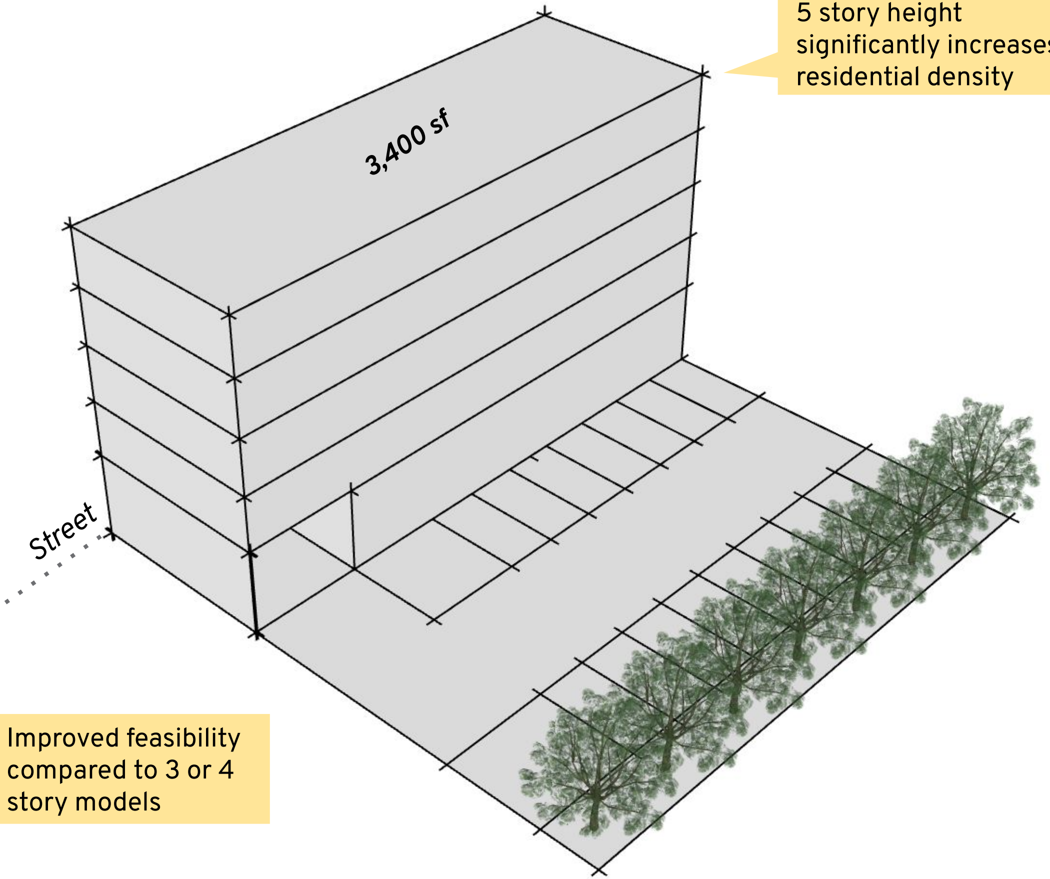


# RESIDENTIAL LARGE LOT (5-STORIES)

100 units/acre

| 5. Residential Large Lot | |
|---|---|
| **Lot Size** | 10,000 sf |
| **Height** | 5 stories |
| **Parking Spaces** | 18 |
| **# of Residential Units** | 23 |
| **Avg. Unit Size (sf)** | 600 |
| **Retail Space (sf)** | - |
| **Construction Cost** | $260/sf |
| **Avg. Residential Rent / Unit** | $1,500/month |
| **Retail Rent** | - |
| **Internal Rate of Return (Target 10%)** | **8.5%** |

Improved feasibility compared to 3 or 4 story models



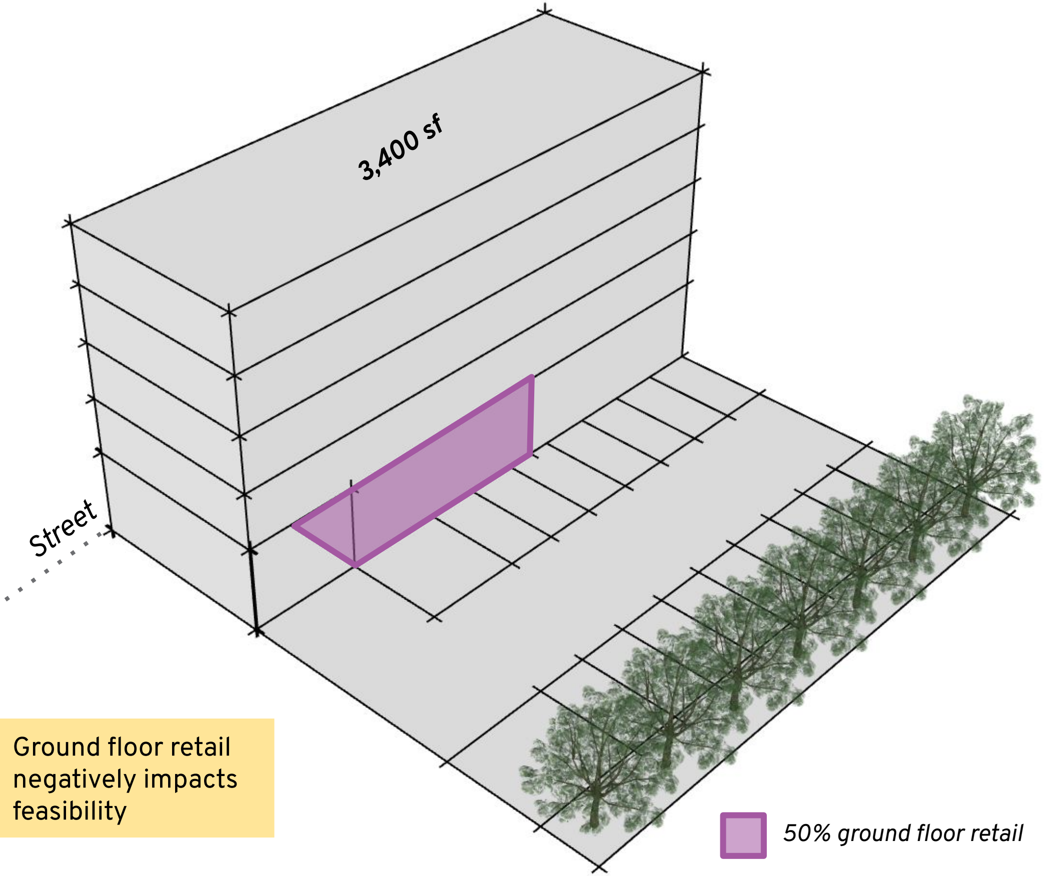

5 story height significantly increases residential density

91 units/acre

# MIXED-USE LARGE LOT (5-STORIES)

| 6. Mixed-Use Large Lot | |
|---|---|
| **Lot Size** | 10,000 sf |
| **Height** | 5 stories |
| **Parking Spaces** | 18 |
| **# of Residential Units** | 21 |
| **Avg. Unit Size (sf)** | 600 |
| **Retail Space (sf)** | 1,360 |
| **Construction Cost** | $260/sf |
| **Avg. Residential Rent / Unit** | $1,500/month |
| **Retail Rent** | $25/sf |
| **Internal Rate of Return (Target 10%)** | **8.2%** |

Ground floor retail negatively impacts feasibility



# SUMMARY OF RESULTS

| SCENARIO | 1. Residential Small Lot (3-Stories) | 2. Mixed-Use Small Lot (3-Stories) | 3. Residential Small Lot (4-Stories) | 4. Mixed-Use Small Lot (4-stories) | 5. Residential Large Lot (5-Stories) | 6. Mixed-Use Large Lot (5-stories) |
|---|---|---|---|---|---|---|
| **Lot Size** | 5,000 sf | 5,000 sf | 5,000 sf | 5,000 sf | 10,000 sf | 10,000 sf |
| **Height** | 3 stories | 3 stories | 4 stories | 4 stories | 5 stories | 5 stories |
| **Site Program** | Pure Residential | Residential w/ 50% Ground Floor Retail | Pure Residential | Residential w/ 50% Ground Floor Retail | Pure Residential | Residential w/ 50% Ground Floor Retail |
| **# of Residential Units** | 6 | 5 | 9 | 8 | 23 | 21 |
| **Retail Space (sf)** | - | 510 | - | 510 | - | 1,360 |
| **# of Parking Spaces** | 8 | 8 | 8 | 8 | 18 | 18 |
| **Internal Rate of Return (Target 10%)** | **6.1%** | **5.3%** | **7.9%** | **7.4%** | **8.5%** | **8.2%** |

# PRO FORMA TESTING | **IMPLICATIONS**

- **Height increase from 3 to 4 stories has a significant positive impact on development feasibility.** The impact of increasing to 5 stories is also positive but not as significant as the increase from 3 to 4 stories. This is partly explained by the small lots on the corridor: height is more important for maximizing density on small, constrained lots.

- **All-residential buildings performed better than mixed use buildings.** Retail spaces are not as productive because rents are lower on a per square foot basis than residential units. However, the negative impact on feasibility is limited because only 50% of the ground floor is required to be commercial space. On sites larger than 10,000 square feet (not modeled here) it is not clear that overall demand for retail will support filling those spaces at the rents modeled here. Lowered rents in this situation would further erode feasibility.

- **Reduced parking standards proposed in the Corridor Strategy were critical to feasibility on smaller lots.** If current Title 20 parking standards for commercial spaces were required then many of these models would be physically impractical to build.

- **Further parking reductions may result in more projects being economically feasible.** If the residential parking standards were reduced to 0.5 spaces per unit or lower, it may stimulate more infill development in the corridor than if the current ratio of 0.75 spaces per unit were maintained. However, it is unclear if the current parking standards are binding; developers may continue to provide parking at a higher ratio than 0.5 if they are concerned about marketability.

- **The 10’ rear landscaped buffer negatively impacts feasibility on smaller lots.** Allowing parking spaces, but not buildings, in this buffer area would have a meaningful impact on achievable densities on small lots.

| | | SOURCE | LEAD | PARTNERS | Scope for Strategy | | | Funding | | Timing | | | | Priority |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | Time Commitment | Public Engagement | Requires Council Consideration | Staffing/FTE Needs | Upfront Costs, Ongoing Costs, or Both | Immediate Term (Coming Year) | Short-Term (1-3 Years) | Long-Term (3+ Years) | Ongoing | * = Priority |
| **HOUSING & ECONOMIC DEVELOPMENT \| Provide ample opportunities for small-scale, locally-owned businesses to thrive, and maintain livability for current and future residents** | | | | | | | | | | | | | | |
| **Economic Development 1: Foster a unique and attractive corridor identity** | | | | | | | | | | | | | | |
| ED 1.1 | Provide seed support for a **locally based, self created** neighborhood Business District Organization (or a less legally formal non-profit business association) that can meet the shared needs of new and future businesses through coordinated networking, marketing, promotions, special events, beautification, and advocacy.<br>*First steps: Meet with Fourth Plain Forward to learn about its founding and how its first leader was selected or identified. Network with Corridor Strategy engagement participants as well as local businesses and non-profits to identify leads for who might assist with the endeavor. Consider expanding the district's geographic area beyond the Evergreen-Grand corridor itself to encompass adjacent businesses and home-based businesses.* | Commerical Corridor Strategy | Economic Prosperty and Housing Department | Communications, Office of Neighborhoods | | | | | | | x | | | * |
| ED 1.2 | Provide staff and resource support to the Business District Organization so it can develop into a fully fledged, self-sustaining, and independent organization.<br>*First step: Explore whether a Business District Organization might be eligible for CDBG funds administered by the City to organizations like Fourth Plain Forward, as well as what other funds might be accessible. For example, donations from businesses to Main Street Organizations seem to be eligible for significant tax credits, offsetting the value of the donation. And Business Improvement Districts seem to be able to create a special assessment within a restricted geography, raising money for programs and services.* | | Economic Prosperty and Housing Department | Communications, Office of Neighborhoods, Business District Organization | | | | | | | | x | | * |
| ED 1.3 | Support the Business District Organization as it establishes a brand identity for the corridor and launches an initial marketing campaign (e.g. launching a website, attracting journalistic and social media coverage), providing staff, resources, and connections as needed. | Commerical Corridor Strategy | Economic Prosperty and Housing Department | Communications, Office of Neighborhoods, Business District Organization | | | | | | | | x | | |
| ED 1.4 | Establish a placemaking program along Grand Boulevard and in the BRT Hub, using signage and tactical urbanism (see Urban Design 1.2) to affordably communicate the place's new identity and support. | | Economic Prosperty and Housing Department | Communications, Office of Neighborhoods, Business District Organization | | | | | Lodging tax grant | | | x | | |
| ED 1.5 | Support the establishment of a storefront improvement program, based on prior programs, in partnership with the Business District Organization to promote corridor identity and attractiveness of existing business spaces | Reside Vancouver + Vancouver Culture, Arts, & Heritage Plan | Economic Prosperty and Housing Department | Business District Organization | | | | | | | x | | | |
| ED 1.6 | Periodically convene a meeting between a liason from the local Hudson's Bay and Edgewood Park Neighborhood Associations and Business District Organization to coordinate on corridor improvements and programming. | Hudson's Bay Neighborhood Action Plan (ED Action Item 1.4) | Office of Neighborhoods | Hudson's Bay and Edgewood Park NAs, Business District Organization | | | | | | | | x | | |
| ED 1.7 | Provide technical assistance and seed funding to designate a non-profit in pursuit of a state Main Street designation that will support the vision for the corridor's identity and economic development | | Economic Prosperty and Housing Department | Business District Organization | | | | | | | x | | | |
| **Economic Development 2: Establish a business-friendly climate that supports a diversity of neighborhood-serving businesses** | | Corridor Strategy | | Chamber of Commerce | | | | | | | | | | |
| ED 2.1 | Evaluate existing federal, state, and local grants and incentives (e.g. Opportunity Zone designation, City's Pre-Lease and Adaptive Reuse programs) that would support corridor businesses or real-estate development. Promote incentives to ensure existing businesses are aware of these opportunities. | | Economic Prosperty and Housing Department | | | | | | | | | | x | * |
| ED 2.2 | Promote the Public Works' Street Eats program and the use of other relevant programs and incentives along the corridor. | Corridor Strategy | Public Works | Community Development Department | | | | | | | x | | | * |
| ED 2.3 | Identify if any sites on the corridor would require environmental remediation (brownfields), then leverage environmental remediation funding opportunities as an incentive to develop eligible sites | Corridor Strategy | Economic Prosperty and Housing Department | Business District Organization | | Property Owners | No | | Existing grant funds | x | | | | * |
| ED 2.4 | Meet with a representative from the Greater Vancouver Chamber of Commerce's to explore the possibility of greater partnership, such as creating an Evergreen-Grand business cohort to participate in GVCOC's business workshops, coaching, and consultation. | | Economic Prosperty and Housing Department | Greater Vancouver Chamber of Commerce | | | | | | | x | | | |
| ED 2.5 | Explore opportunities for outdoor local markets, sellers, and microbusinesses (e.g. farmers market, art fair), such as by connecting with representatives from Micro-Enterprise Services of Oregon (MESO) and the Vancouver Farmers Market to better understand potential scale, scope, City role, and first steps. | Reside Vancouver + Vancouver Culture, Arts, & Heritage Plan | Economic Prosperty and Housing Department | Vancouver Farmers Market, Micro-Enterprise Services of Oregon | | | | | | | | x | | |
| ED 2.6 | Support evidence-based approaches to enhancing community safety along the corridor, including by coordinating between the Vancouver Police Department, Business District Organization, and other relevant City staff and community stakeholders. | | Economic Prosperty and Housing Department | Business District Organization, Vancouver Police Department | | | | | | | | x | | |
| Housing 1: **Maintain economic diversity and housing affordability, especially for low- and moderate-income households** | | Corridor Strategy | | | | | | | | | | | | |
| Housing 1.1 | Extend the Multi-Family Tax Exemption (MFTE) program calibrated to implement the vision and goals for the corridor and consider adding workforce housing | Corridor Strategy | Economic Prosperty and Housing Department | Community Development Department | | BeHeard | Yes | | | x | | | | * |
| Housing 1.2 | Access Vancouver Affordable Housing Levy funds, recently reapproved by voters, to support the creation or preservation of affordable housing in the neighborhood. | Cascadia Partners | Economic Prosperty and Housing Department | Community Development Department, Local Affordable Housing Providers | | | | | | | | | x | |
| Housing 1.3 | Contact the Vancouver Housing Authority for a copy of the displacement risk assessment they commissioned in 2023 and use it to inform the City's understanding of the local risk factors. Similarly, review "Reside Vancouver: An Anti-Displacement Plan" produced by a PSU Masters of Urban Planning student group for the City in 2019 as well as recent academic literature on the highly nuanced connections between development, investment, and displacement. | Cascadia Partners | Economic Prosperty and Housing Department | Vancouver Housing Authority | | | | | | | x | | | * |
| Housing 1.4 | Identify opportunities to support houseless communities | Corridor Strategy | Economic Prosperty and Housing Department | | | | | | | x | | | | |

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **URBAN DESIGN \| Create public and private spaces that are inclusive, integrated, and contribute positively to the livability of the corridors.** | | | | | | | | | | | | | | |
| **Urban Design 1: Support a vibrant and active corridor** | | | | | | | | | | | | | | |
| Urban Design 1.1 | Work with development community to identify and dedicate publicly accessible community or plaza space as part of private development projects in a central location along the corridor | Corridor Strategy | Community Development Department | Parks and Recreation, Business District Organization | | | | | | | | x | | |
| Urban Design 1.2 | Identify potential locations for a food cart pod to affordably activate the corridor, providing a local amenity, and offer opportunities for new low-barrier businesses. | City Staff | Economic Prosperity and Housing Department | | | | | | | | | | | |
| Urban Design 1.3 | In partnership with the Business District Organization, execute programmatic and tactical urbanism interventions in the public spaces (such as farmers markets, arts installations, cultural events, pop-up parklets, painted intersections, bikes lanes, etc) to promote pedestrian-friendly, activated, and inviting spaces. | (1) Reside Vancouver<br>(2) Vancouver Culture, Arts, & Heritage Plan | Community Development Department | Business District Organization, Office of Neighborhoods | | | | | | | x | | | * |
| Urban Design 1.4 | In pursuit of a complete arts and culture ecosystem, leverage Culture, Arts, and Heritage Grant funding to fulfill critical gaps in the corridor's arts and cultural network, such as performance spaces, public art, or historical plaques in the public realm. | (1) Vancouver Culture, Arts, & Heritage Plan | Business District Organization | Parks and Recreation | | | | | | | | x | | |
| Urban Design 1.5 | Explore the possibility of seeking a historic district designation for the corridor, so long as it does not undermine the intent and purpose of this work's parallel updates to development code. | City Staff | Economic Prosperity and Housing Department | Community Development Department | | | | | | | | | | |
| **Urban Design 2: Pursue opportunities for climate resilient design** | | Climate Strategy NS-1 - NS-3 | | | | | | | | | | | | |
| Urban Design 2.1 | Coordinate with Surface Water Management to implement stormwater best management practices in alignment with the City's Low Impact Development standards and the Climate Action Framework. | (1) Corridor Strategy<br>(2) Climate Strategy NS-3 | Community Development Department | Environmental advocacy and educational groups (Watershed Alliance, Columbia Springs, Lower Columbia Nature Network, Water Resources Education Center) and Residential and commercial building owners | | | | | | | | | x | * |
| Urban Design 2.2 | In accordance with the Complete Streets Program and the Climate Action Plan, preserve existing street trees and identify opportunties to introduce additional climate resilient tree canopy | (1) City's Tree Canopy Assessment (2021)<br>(2) Climate Strategy NS-1 and NS 2<br>(3) Complete Streets Program | Urban Forestry Department | Community Development Department, City Manager's Office | | | | | | | | | x | |
| Urban Design 2.3 | Increase community awareness by using educational plaques or public art to commemorate climate-resilient infrastructure or design elements. | Cascadia Partners | | | | | | | | | | | | |
| **MOBILITY \| Establish a balanced, multi-modal network of motor vehicle, transit, walking, and biking routes through the corridors.** | | | | | | | | | | | | | | |
| **Mobility 1: Leverage ongoing corridor and neighborhood-wide infrastructure projects** | | | | | | | | | | | | | | |
| Mobility 1.1 | Explore funding strategies for transportation investments that serve the entire district, such as improvements at critical intersections that connect the corridor with neighborhods to the North. | (1) Corridor Strategy | C-Tran | Community Development Department | | | | | | | x | | | * |
| Mobility 1.2 | Ensure the designs for future transportation projects and real estate developments prioritize creating safe, multi-modal streets throughout the corridor. | (1) Complete Streets Policies | Community Development Department | | | | | | | | | | x | |
| Mobility 1.3 | Improve the neighborhood's connectivity to nearby destinations such as Downtown Vancouver, the Fort Vancouver National Historic Site, and the Pearson Field Airport by identifying and being at the table for key transportation projects (e.g.Vine BRT) | (1) Corridor Strategy | Economic Prosperity and Housing Department | Community Development Department | | | | | | | | | x | |
| Mobility 1.4 | Advocate on behalf of the corridor in support sustainable and active transportation within citywide initiatives, such as the Transportation System Plan, improvements to transit, the deployment of electric scooters, and regulation and buildout of public and private EV charging infrastructure. | Planning Commission | Economic Prosperity and Housing Department | City and State Transportation Departments | | | | | | | x | | | * |
| **Mobility 2: Support targeted interventions to improve walkability, bikeability, and connectivity to transit** | | Climate Strategy TLU-1 | | | | | | | | | | | | |
| Mobility 2.1 | Develop a funding strategy for projects that retrofit Evergreen and Grand with a street design aligned with the corridor's TSP Modal Designation. | Corridor Strategy | Public Works | City and State Transportation Departments | | | | Would require FTE | | | | | x | |
| Mobility 2.2 | Boost the effect of the forthcoming Transportation Demand Management program through complementary programming and built environment interventions that promote multimodal travel to and through the corridor and manage overall commuting activity. | Corridor Strategy | Community Development Department | Public Works, Economic Prosperity and Housing | | | | | Grant funding | x | x | | | |
| **Mobility 3: Improve safety for all corridor users** | | | | | | | | | | | | | | |
| Mobility 3.1 | Improve user safety and comfort through crossing signage, speed limits, and school zone demarcations in key areas. | Corridor Strategy | Public Works Department | | | | | | | | | x | | |
| Mobility 3.2 | Study and construct enhanced safe crossings at Grand & 6th and Evergreen & V as well as traffic calming measures along the length of Grand (e.g. school zone near Washington School for the Deaf, speed cushions) | Corridor Strategy (pg 45) | Public Works Department | | | | | | Funding for design and construction needed | | | x | | |
| Mobility 3.3 | Create an intake process for residents to request traffic calming measure for vehicle speeds and traffic volumes when thresholds for the City's existing Neighborhood Traffic Calming Program are met | Corridor Strategy | Public Works Department | Hudson's Bay and Edgewood Park Neighborhood Associations, Business District Organization | | | | | | | | x | | |

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **PARKING \| Support adequate parking to serve existing uses and future development.** | | | | | | | | | | | | | | |
| **Parking 1: Evaluate and manage vehicular parking impacts to local residents** | | | | | | | | | | | | | | |
| Parking 1.1 | Conduct parking study to inventory all on-street parking available and current utilization rate | Cascadia Partners | Economic Prosperty and Housing Department | | | | | | | x | | | | * |
| Parking 1.2 | Create a parking mitigation plan once parking occupancy exceeds 85% on adjacent residential streets, as found through a parking study. | Corridor Strategy | Economic Prosperty and Housing Department | | | | | | | | x | | | |
| Parking 1.3 | Explore the possibility of a parking benefit district with permitted parking for residents to address concerns related to spillover parking | Cascadia Partners | Economic Prosperty and Housing Department | | | | | | | | | x | | |
| Parking 1.4 | Apply the Vancouver Curb Policy to the corridor | Curb Policy Document | Economic Prosperty and Housing Department | | | | | | | | | x | | |
| **Parking 2: Support climate and parking goals by increasing micromobility, shared parking options, and EV** | | Corridor Strategy | | | | | | | | | | | | |
| Parking 2.1 | Advance availability of short-term bike parking amenities by identifying suitable right of way sections on or near residential and commerical sites; support implementation of new parking stations. | TSP | Public works | | | | | | | | | x | | |
| Parking 2.2 | Support the Vancouver Climate Strategy by setting evidence-based EV charging station targets in the corridor and participating in any citywide code updates related to EV charging | Climate Strategy TLU-3 (19) | Economic Prosperty and Housing Department | Community Development Department, Private Developers | | | | | Federal grant money | | | | x | * |

# MEMORANDUM

**DATE:** August 18, 2023

**TO:** Mayor and City Council

**FROM:** Eric Holmes, City Manager

**RE:** **Follow up information on the Evergreen & Grand overlay following a July 17 Council workshop on this topic.**

**CC:** Bryan Snodgrass, Principal Planner, and Becky Coutinho, Associate Planner, Community Development Department

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**Introduction**
This memorandum is intended to provide additional information and clarification on the Evergreen and Grand commercial corridors implementation process, following discussion at a July 17 City Council workshop.

**Response to Council Questions**

- Potential impacts of HB 1110 and 1337:
  HB 1110 will allow for 4 units per lot, 6 units per lot that are within a ¼ mile walk to a major transit stop, and 6 units per lot if 2 of the units are affordable on properties zoned for single family development. HB 1337 mandates that the City create development regulations to encourage the use of accessory dwelling units (ADUs), subject to a program adopted by the city with effective binding commitments or covenants that the units will be primarily utilized for long-term housing consistent with the public purpose generating the authorization. This includes the R-9 lower density zone adjacent to the Evergreen and Grand Corridors. Any units built on parcels within the R-9 zone will still have to follow the base zoning development requirements, including maximum height of 35 feet. While this law increases allowed density, it will not significantly impact the overall form of the residential development surrounding the Corridors. Regulations for the new density requirements established by both bills will be developed as part of the Comprehensive Plan and Title 20 update process that is currently underway.

- Potential impacts of HB 1220:
  - HB 1220 requires cities to plan for and accommodate set numbers of housing units for all income levels. The proposed Evergreen & Grand overlay standards accommodate for and encourage infill and medium density development, which is intended to create the maximum housing units appropriate for the Corridors. In

addition, the City extended the boundaries of the MFTE program to include the Corridors to encourage housing development that will support the production of housing units and in some cases encourage some level of affordability. A full vision for how the City will accommodate the total number of units at the affordability levels required based on our allocation (to be determined this fall through the County population and jobs allocation process) will be established through the Comprehensive Plan and Title 20 update process that is currently underway.

- Proposed bicycle parking standards:
  - Proposed required bicycle parking ratios are listed in the below table:

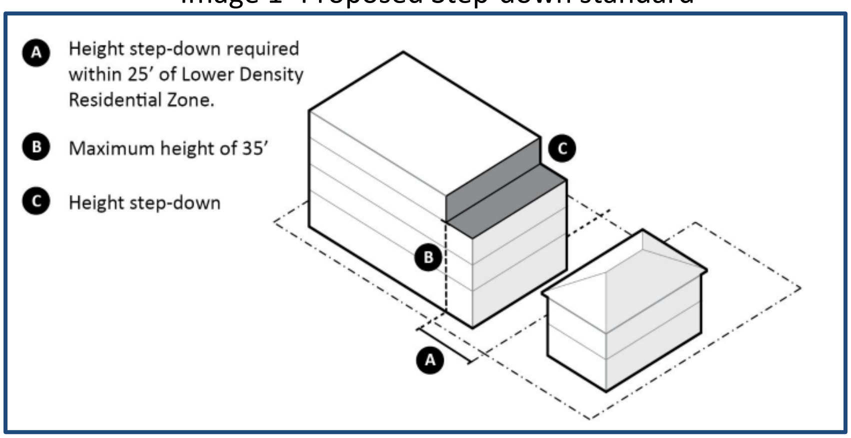
| **Uses** | **Required Short-Term Bicycle Parking** | **Required Long-Term Bicycle Parking** |
|---|---|---|
| Residential | 0.05 per dwelling unit, 2 spaces minimum | 1 per dwelling unit for buildings with 5 or more dwelling units |
| Commercial | 1 per 5,000 sf of floor area, 2 spaces minimum | 1 per 15,000 sf of floor area, 2 spaces minimum |
| Office | 1 per 25,000 sf of floor area, 2 spaces minimum | 1 per 5,000 sf of floor area, 2 spaces minimum |
| Civic/Institutional Buildings | 1 per 5,000 sf of floor area, 2 spaces minimum | 1 per 15,000 sf of floor area, 2 minimum |
| Lodging | 2 spaces minimum | 1 per 10 rooms, 2 spaces minimum |
| Parks | 1 per 5,000 sf park area, 2 spaces minimum | None |

  - Up to 50% of long-term bicycle parking spaces may be provided in individual units.
  - In properties where more than 20 long-term bicycle parking spaces are required (this would be in buildings with more than 20 units) and provided in a shared bicycle parking facility inside the building rather than in individual dwelling units, additional standards apply including a minimum number of spaces that are not vertically stacked, a minimum number of larger spaces for cargo-type bikes, entry and directional signage, and standards around grade to ensure ease of access for users.

- Vehicle parking standards for use changes from commercial to residential or a flexible use:
    - See the reference 20.945.E Change of use to address concerns about adequate parking. When an existing structure is changed from one use to another, the amount of required parking is required to meet the standards of the new use. This is determined through the site plan review process. If a project is proposed as a flexible use, the highest parking requirement must be followed.

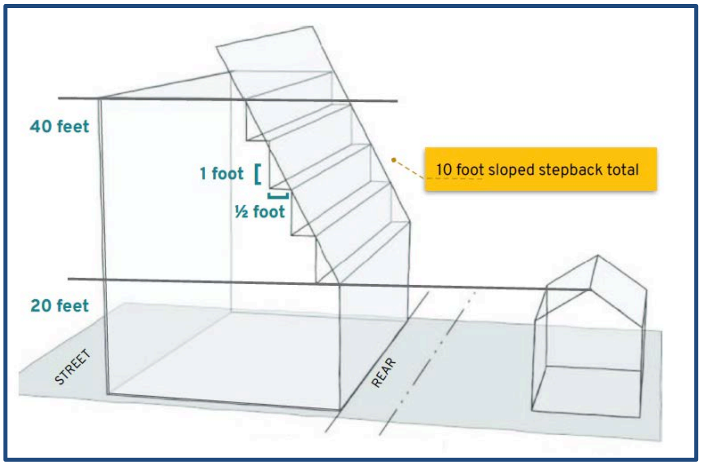
- Step-down at the rear of new buildings:
    - The proposed standard requires development abutting a lower density residential zone to step-down any portion of the building within 25 feet of that lower density residential zone. The maximum height of the stepped-down portion of the building must be no higher than 35 feet. The remaining portion of the building beyond 25 feet of the lower density residential zone can be a maximum height of 50 or 60 feet, depending on the location parcel within the Corridors. In addition, buildings abutting a residential zone must be setback 10 feet. See below image 1. The intention of this standard is to create opportunities for higher density development to meet the Cities housing goals, while also allowing for a gradual transition between the Corridors and surrounding neighborhood. The new proposed standard was calibrated so that properties abutting the Corridors would maintain access to privacy and light.

Image 1- Proposed Step-down standard




    - The current zoning in the Corridors require buildings in the CC zone abutting lower density zones to step-down a 1/2 foot for every foot of building height over 20 feet with a maximum height of 50 ft and must be setback 5 feet- see below image 2.

Image 2 - Existing standard




- The project team is currently reevaluating the proposal to understand if there are alternative ways to balance compatibility with existing development and allowing for higher density development on corridors to address housing needs. This will be discussed in detail with the Planning Commission at the Sept. 12 public hearing, per direction from Council at the July 17 workshop.

- *Note: the project team is developing clearer graphics for existing versus proposed stepdown standards for the PC and Council process and will share these when available.

- Community Engagement conducted to date:
  - Outreach conducted as part of the planning phase of the Evergreen and Grand Commercial Corridors Strategy, which was adopted by Council in early 2022:
    - One-on-one and small group coordination with primary stakeholders, including neighborhood associations and leaders, property owners, businesses, neighborhood residents, agency partners like the State School for the Deaf, State School for the Blind, and C-TRAN, as well as other community stakeholders.
    - In person open house on February 13, 2020
    - Online survey in early 2020
    - Four virtual open houses on August 26, 2020, and August 27th, 2020, February 4th, 2021, October 21st, 2021
    - Offered and attended meetings with neighborhood associations.
    - Small group meetings with property owners
    - Regular email updates on project workshops and public hearings sent to project emailing list and neighborhood associations.
    - Physical mailing notice of open houses and public hearings

  - Outreach conducted to date as part of implementation of the Strategy document:
    - Virtual open house on March 16, 2023
    - Physical mailer notice of open house
    - Online survey and project webpage
    - Developer focus group on May 22, 2023

- Three Planning Commission workshops in February, April, and June of 2023
- Primary stakeholders included eight neighborhood associations and leaders, property owners, businesses, neighborhood residents, agency partners.
- Active communication with the eight neighborhood associations located in proximity to the project area throughout process, including notification of public hearings.
- Physical mailing notice of Planning Commission public hearing
- Ongoing opportunity to provide comment on project website.
- Regular email updates on project workshops and public hearings sent to project emailing list and neighborhood associations.

**Next Steps**

- The project team has deferred the Planning Commission public hearing to September 12 to provide additional time to notify key stakeholders and share the proposed standards, as well as to consider potential refinements to the proposed building stepdown standards based on Council feedback.
- Following Planning Commission public hearing, staff anticipate providing Council a brief update under Communications in advance of scheduled first read and public hearing.
- City Council first reading is scheduled on October 16th and the public hearing is scheduled on October 23rd. A mailer noticing the Council dates will be sent out to properties within the Evergreen and Grand Corridors and surrounding neighborhoods, in addition to email and notification and direct outreach to key partners.

**Item #3.**

**TO:** Mayor and City Council

**FROM:** Eric Holmes, City Manager

**DATE:** 10/16/2023

**SUBJECT** Approval of Claim Vouchers

**Action Requested**

Approve claim vouchers for October 16, 2023.

**ATTACHMENTS:**

- Claims for 10.16.23

**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:

**$ 6,749,914.57 this 16th day of October 2023.**

DocuSigned by:
Anne McEnerny-Ogle
0C89D9089EC5424...
MAYOR

DocuSigned by:
Ty Stober
3EEB713B427E4A7...
COUNCILMEMBER

Cyndi A. Turner Digitally signed by Cyndi A. Turner
Date: 2023.10.09 15:36:57 -07'00'
AUDITING OFFICER

DocuSigned by:
8282D0BA45A64D2...
COUNCILMEMBER

| DATE | INCLUSIVE CHECK NUMBERS | CHECK TOTAL |
|---|---|---|
| | | |
| October 02, 2023 - October 08, 2023 | Accounts Payable Checks (see attached) | **$ 6,728,357.27** |
| October 02, 2023 - October 08, 2023 | Hansen City Payments (see attached) | **$ 15,510.06** |
| October 02, 2023 - October 08, 2023 | Visa Refunds (see attached) | **$ 6,047.24** |
| October 02, 2023 - October 08, 2023 | Payroll Checks (see attached) | **$ -** |
| | | |
| **TOTAL** | | **$ 6,749,914.57** |

## *INVOICE PAYMENTS REPORT*

| Payment Category | Payment Type | Transaction Reference | Payment Date | Payment Amount | Payment Payee | Memo |
|---|---|---|---|---|---|---|
| Supplier Payment | Check | 14111 | 10/4/2023 | 404.95 | Accurate Corporate Services Inc | |
| Supplier Payment | Check | 14112 | 10/4/2023 | 29,103.52 | Action Technology Systems | |
| Supplier Payment | Check | 14113 | 10/4/2023 | 798.00 | Allegheny Answering Services | |
| Supplier Payment | Check | 14114 | 10/4/2023 | 2,688.00 | Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta | |
| Supplier Payment | Check | 14115 | 10/4/2023 | 490.00 | ALS Global USA, Corp | |
| Supplier Payment | Check | 14116 | 10/4/2023 | 136.00 | American Sani-Can | |
| Supplier Payment | Check | 14117 | 10/4/2023 | 146.42 | Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena | |
| Supplier Payment | Check | 14118 | 10/4/2023 | 5,600.22 | Arborscape Ltd Inc | |
| Supplier Payment | Check | 14119 | 10/4/2023 | 770.00 | Ballard Marine Construction LLC | |
| Supplier Payment | Check | 14120 | 10/4/2023 | 8,250.00 | BNSF Railway Company | |
| Supplier Payment | Check | 14121 | 10/4/2023 | 24,508.79 | Brightview Holdings Inc | |
| Supplier Payment | Check | 14122 | 10/4/2023 | 2,497.50 | CBG Communications Inc | |
| Supplier Payment | Check | 14123 | 10/4/2023 | 670.28 | Cellco Partnership - Remit-To: Cellco - Dallas | |
| Supplier Payment | Check | 14124 | 10/4/2023 | 888.83 | Chicago Title Company of WA | |
| Supplier Payment | Check | 14125 | 10/4/2023 | 16.71 | Clark County - Remit-To: Clark County - Treasurer Seattle | |
| Supplier Payment | Check | 14126 | 10/4/2023 | 2,542.00 | Clark County - Remit-To: Clark County - Treasurer Vancouver | |
| Supplier Payment | Check | 14127 | 10/4/2023 | 117.45 | Clark Regional Wastewater District | |
| Supplier Payment | Check | 14128 | 10/4/2023 | 7,963.35 | Code Publishing Co | |
| Supplier Payment | Check | 14129 | 10/4/2023 | 19,311.62 | Columbia Resource Company | |
| Supplier Payment | Check | 14130 | 10/4/2023 | 188.33 | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry | |
| Supplier Payment | Check | 14131 | 10/4/2023 | 118.59 | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry | |
| Supplier Payment | Check | 14132 | 10/4/2023 | 12,310.69 | Community Mediation Services - Remit-To: Community Mediation Services - Vancouver | |
| Supplier Payment | Check | 14133 | 10/4/2023 | 15,815.50 | Consor North America Inc | |
| Supplier Payment | Check | 14134 | 10/4/2023 | 4,003.15 | Dan's Tractor Inc | |
| Supplier Payment | Check | 14135 | 10/4/2023 | 1,020.00 | David Corey PHD PC | |
| Supplier Payment | Check | 14136 | 10/4/2023 | 6,615.00 | Davidson Benefits Planning | |
| Supplier Payment | Check | 14137 | 10/4/2023 | 19,790.34 | DKS Associates Inc | |
| Supplier Payment | Check | 14138 | 10/4/2023 | 31,488.62 | DLT Solutions LLC | |
| Supplier Payment | Check | 14139 | 10/4/2023 | 2,842.70 | Emerald Services Inc - Remit-To: Emerald - Pittsburgh | |
| Supplier Payment | Check | 14140 | 10/4/2023 | 5,855.78 | Epic Land Solutions, Inc. | |
| Supplier Payment | Check | 14141 | 10/4/2023 | 2,197.75 | Erickson Structural Consulting Engineers | |
| Supplier Payment | Check | 14142 | 10/4/2023 | 450.00 | Evergreen School District 114 | |
| Supplier Payment | Check | 14143 | 10/4/2023 | 20,544.03 | Ferguson Enterprises - Remit-To: Ferguson - Dallas | |
| Supplier Payment | Check | 14144 | 10/4/2023 | 14,063.03 | FFA Architecture and Interiors, Inc | |
| Supplier Payment | Check | 14145 | 10/4/2023 | 271.75 | Fidelity National Title Co of Washington | |
| Supplier Payment | Check | 14146 | 10/4/2023 | 2,875.00 | Financial Consulting Solutions Group Inc | |
| Supplier Payment | Check | 14147 | 10/4/2023 | 517.81 | First-Citizens Bank & Trust Company | |
| Supplier Payment | Check | 14148 | 10/4/2023 | 2,000.00 | First Responder Psychology | |
| Supplier Payment | Check | 14149 | 10/4/2023 | 9,163.35 | Fourth Plain Forward | |
| Supplier Payment | Check | 14150 | 10/4/2023 | 300.65 | Galls LLC | |
| Supplier Payment | Check | 14151 | 10/4/2023 | 5,146.51 | Gray & Osborne Inc | |
| Supplier Payment | Check | 14152 | 10/4/2023 | 18,344.75 | GreenWorks, P.C. | |
| Supplier Payment | Check | 14153 | 10/4/2023 | 6,300.00 | HPA JV 2019 Property Holdco LLC | |
| Supplier Payment | Check | 14154 | 10/4/2023 | 1,133.48 | Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh | |
| Supplier Payment | Check | 14155 | 10/4/2023 | 2,002.81 | Iron Mountain Inc - Remit-To: Iron Mountain - New York | |
| Supplier Payment | Check | 14156 | 10/4/2023 | 294.92 | J-2 Blueprint Supply Co. | |
| Supplier Payment | Check | 14157 | 10/4/2023 | 3,450.00 | James Rickerd Day | |
| Supplier Payment | Check | 14158 | 10/4/2023 | 10,802.44 | Janus Youth Programs Inc | |
| Supplier Payment | Check | 14159 | 10/4/2023 | 925.00 | Jason C. Bailes PLLC | |

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

# *INVOICE PAYMENTS REPORT*

| | | | | | | |
|---|---|---|---|---|---|---|
| Supplier Payment | Check | 14160 | 10/4/2023 | 3,300.00 | Jennifer J Wallenberg | |
| Supplier Payment | Check | 14161 | 10/4/2023 | 2,520.75 | Keller Associates Inc | |
| Supplier Payment | Check | 14162 | 10/4/2023 | 37,945.38 | Kittelson & Associates Inc | |
| Supplier Payment | Check | 14163 | 10/4/2023 | 540.00 | Kramer Gehlen & Associates | |
| Supplier Payment | Check | 14164 | 10/4/2023 | 244.58 | Kurita America Inc - Remit-To: US Water - Minneapolis | |
| Supplier Payment | Check | 14165 | 10/4/2023 | 161,666.32 | Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle | |
| Supplier Payment | Check | 14166 | 10/4/2023 | 1,500.00 | Message Gears LLC | |
| Supplier Payment | Check | 14167 | 10/4/2023 | 1,793.55 | Michael Kingsley | |
| Supplier Payment | Check | 14168 | 10/4/2023 | 2,712.84 | Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago | |
| Supplier Payment | Check | 14169 | 10/4/2023 | 46,310.87 | Nelson Nygaard Consulting Associates Inc - Remit-To: Nelson Nygaard Consulting Associates Inc | |
| Supplier Payment | Check | 14170 | 10/4/2023 | 22.00 | Northwest Natural Gas Company - Remit-To: NW Natural - Portland | |
| Supplier Payment | Check | 14171 | 10/4/2023 | 16,723.21 | Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources | |
| Supplier Payment | Check | 14172 | 10/4/2023 | 4,778.45 | Oldcastle Precast Inc | |
| Supplier Payment | Check | 14173 | 10/4/2023 | 10,456.95 | Oregon Rifleworks | |
| Supplier Payment | Check | 14174 | 10/4/2023 | 33,624.15 | Pacific Apex Construction LLC | |
| Supplier Payment | Check | 14175 | 10/4/2023 | 1,600.00 | Petty Cash Custodian - Remit-To: Brain Ruder | |
| Supplier Payment | Check | 14176 | 10/4/2023 | 944.00 | Portland Adventist Medical Center | |
| Supplier Payment | Check | 14177 | 10/4/2023 | 5,585.66 | Proforce Marketing Inc | |
| Supplier Payment | Check | 14178 | 10/4/2023 | 4,065.00 | Public Safety Testing Inc | |
| Supplier Payment | Check | 14179 | 10/4/2023 | 17.00 | Qwest Corporation - Remit-To: CenturyLink - Phoenix | |
| Supplier Payment | Check | 14180 | 10/4/2023 | 6,663.33 | Qwest Corporation - Remit-To: Qwest Corp- Seattle | |
| Supplier Payment | Check | 14181 | 10/4/2023 | 22,275.00 | Rapid Response Bio Clean Inc. | |
| Supplier Payment | Check | 14182 | 10/4/2023 | 1,411.73 | Resolute Documentation Services | |
| Supplier Payment | Check | 14183 | 10/4/2023 | 859.82 | River City Environmental | |
| Supplier Payment | Check | 14184 | 10/4/2023 | 690.00 | Seven Oaks Native Nursery LLC | |
| Supplier Payment | Check | 14185 | 10/4/2023 | 270.02 | Shrums Pest Control | |
| Supplier Payment | Check | 14186 | 10/4/2023 | 893.12 | Software House International SHI - Remit-To: SHI - Dallas | |
| Supplier Payment | Check | 14187 | 10/4/2023 | 605.10 | SSW Consulting, LLC | |
| Supplier Payment | Check | 14188 | 10/4/2023 | 6.97 | State of Oregon Department of Transportation - Remit-To: OR DMV - Salem | |
| Supplier Payment | Check | 14189 | 10/4/2023 | 1,606.07 | State of Washington Department of Natural Resources - Remit-To: Dept of Natural Resources - Box 47041 | |
| Supplier Payment | Check | 14190 | 10/4/2023 | 405.88 | State of Washington Department of Transportation | |
| Supplier Payment | Check | 14191 | 10/4/2023 | 1,414.50 | State of Washington State Patrol | |
| Supplier Payment | Check | 14192 | 10/4/2023 | 12.94 | Stericycle Inc - Remit-To: Shred-It | |
| Supplier Payment | Check | 14193 | 10/4/2023 | 6,898.50 | Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena | |
| Supplier Payment | Check | 14194 | 10/4/2023 | 259,918.69 | TCF Architecture, PLLC | |
| Supplier Payment | Check | 14195 | 10/4/2023 | 4,986.00 | The Loudenback Corporation | |
| Supplier Payment | Check | 14196 | 10/4/2023 | 2,228.36 | Towing & Recovering Services Inc | |
| Supplier Payment | Check | 14197 | 10/4/2023 | 647.85 | Triple J Enterprises | |
| Supplier Payment | Check | 14198 | 10/4/2023 | 65.63 | United Parcel Service | |
| Supplier Payment | Check | 14199 | 10/4/2023 | 1,947.01 | United States Department of Agriculture - Remit-To: USDA APHIS - St Louis | |
| Supplier Payment | Check | 14200 | 10/4/2023 | 29,349.00 | USIQ, Inc | |
| Supplier Payment | Check | 14201 | 10/4/2023 | 3,430.00 | Vancouver Slow Pitch Umpires Association - Remit-To: VSPUA - Vancouver | |
| Supplier Payment | Check | 14202 | 10/4/2023 | 7,090.00 | VodaSafe Inc | |
| Supplier Payment | Check | 14203 | 10/4/2023 | 81.53 | W.B. Sprague Co. Inc. | |

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***INVOICE PAYMENTS REPORT***

| | | | | | | |
|---|---|---|---|---|---|---|
| Supplier Payment | Check | 14204 | 10/4/2023 | 43,921.23 | Waste Connections of Washington - Remit-To: Waste Connections - Vancouver | |
| Supplier Payment | Check | 14205 | 10/4/2023 | 5,247.70 | Watkins Tractor & Supply Co. | |
| Supplier Payment | Check | 14206 | 10/4/2023 | 78.78 | XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland | |
| Supplier Payment | Check | 14207 | 10/4/2023 | 1,023.75 | Yakima County | |
| Miscellaneous Payment | Check | 14208 | 10/4/2023 | 100.00 | Arnada Neighborhood Association | 2023 Resource Conservation Challenge |
| Miscellaneous Payment | Check | 14209 | 10/4/2023 | 100.00 | Bella Vista Neighborhood Association | 2023 Resource Conservation Challenge |
| Miscellaneous Payment | Check | 14210 | 10/4/2023 | 100.00 | Carter Park Neighborhood Association | 2023 Resource Conservation Challenge |
| Miscellaneous Payment | Check | 14211 | 10/4/2023 | 100.00 | Cascade Southeast Neighborhood Association | 2023 Resource Conservation Challenge |
| Miscellaneous Payment | Check | 14212 | 10/4/2023 | 211.62 | Duane Boynton | witness fee/mileage |
| Miscellaneous Payment | Check | 14213 | 10/4/2023 | 220.00 | Jesse Southerland | Settlement-cell phone |
| Miscellaneous Payment | Check | 14214 | 10/4/2023 | 240.00 | Jim Pidgeon Enterprises LLC | Refund of overpayment of Business License Fee |
| Miscellaneous Payment | Check | 14215 | 10/4/2023 | 100.00 | Lewis & Clark Woods Neighborhood Association | 2023 Resource Conservation Challenge |
| Miscellaneous Payment | Check | 14216 | 10/4/2023 | 500.00 | Maria Echevarria | Damage Deposit Refund |
| Miscellaneous Payment | Check | 14217 | 10/4/2023 | 350.00 | Maria Guzman | Damage Deposit Refund |
| Miscellaneous Payment | Check | 14218 | 10/4/2023 | 120.00 | Northcrest Neighborhood Association | 2023 RecycleU |
| Miscellaneous Payment | Check | 14219 | 10/4/2023 | 40.00 | Pam Schuster | Refund of Vehicle Transportation Fee inaccurately applied. |
| Miscellaneous Payment | Check | 14220 | 10/4/2023 | 94.00 | Patrick Delo | Activity Refund |
| Miscellaneous Payment | Check | 14221 | 10/4/2023 | 94.00 | Patrick Delo | Activity Refund |
| Miscellaneous Payment | Check | 14222 | 10/4/2023 | 100.00 | Riveridge Neighborhood Association | 2023 Resource Conservation Challenge |
| Miscellaneous Payment | Check | 14223 | 10/4/2023 | 100.00 | Shumway Neighborhood Association | 2023 Resource Conservation Challenge |
| Miscellaneous Payment | Check | 14224 | 10/4/2023 | 91.00 | THE GREAT NORTH | Refund of duplicate payment to INV#77055481 |
| Miscellaneous Payment | Check | 14225 | 10/4/2023 | 100.00 | Wildwood Neighborhood Association | 2023 Resource Conservation Challenge |
| Ad Hoc Payment | Check | 14226 | 10/4/2023 | 107.06 | Jones,Sandra | Utility Refunds: 0022082503-07 |
| Ad Hoc Payment | Check | 14227 | 10/4/2023 | 2,037.74 | Kim,Daniel S | Utility Refunds: 0032026300-05 |
| Ad Hoc Payment | Check | 14228 | 10/4/2023 | 136.69 | Mullen,Melanie A | Utility Refunds: 0088081230-04 |
| Ad Hoc Payment | Check | 14229 | 10/4/2023 | 880.27 | Olmsted,Jeanne H | Utility Refunds: 0152002109-02 |
| Ad Hoc Payment | Check | 14230 | 10/4/2023 | 218.52 | Somosot Jr,Jaime | Utility Refunds: 0091011922-05 |
| Ad Hoc Payment | Check | 14231 | 10/4/2023 | 148.23 | Tuyen Tran or Tiffany Nguyen | Utility Refunds: 0147021800-05 |
| | | | **Check** | **1,054,403.97** | | |
| Expense Payment | Direct Deposit | EFT-00215042 | 10/5/2023 | 490.07 | Max Musich | Employee Reimbursement |
| Expense Payment | Direct Deposit | EFT-00215043 | 10/5/2023 | 63.93 | Dareen Thielbar | Employee Reimbursement |
| Expense Payment | Direct Deposit | EFT-00215044 | 10/5/2023 | 250.00 | Tanner Muonio | Employee Reimbursement |
| Expense Payment | Direct Deposit | EFT-00215045 | 10/5/2023 | 50.01 | Michelle Bresee | Employee Reimbursement |
| Expense Payment | Direct Deposit | EFT-00215046 | 10/5/2023 | 2,371.87 | Kenneth Pelletier | Employee Reimbursement |
| Expense Payment | Direct Deposit | EFT-00215047 | 10/5/2023 | 135.00 | Jeri Newbold | Employee Reimbursement |
| Expense Payment | Direct Deposit | EFT-00215048 | 10/5/2023 | 308.54 | Lori Watson | Employee Reimbursement |
| Expense Payment | Direct Deposit | EFT-00215049 | 10/5/2023 | 337.00 | John Scukanec | Employee Reimbursement |
| Expense Payment | Direct Deposit | EFT-00215050 | 10/5/2023 | 2,080.82 | Shannon Olsen | Employee Reimbursement |
| Expense Payment | Direct Deposit | EFT-00215051 | 10/5/2023 | 323.51 | Pamela Chinn | Employee Reimbursement |
| Expense Payment | Direct Deposit | EFT-00215052 | 10/5/2023 | 109.75 | Marina Gonzales | Employee Reimbursement |
| Expense Payment | Direct Deposit | EFT-00215053 | 10/5/2023 | 74.50 | Sean Hansen | Employee Reimbursement |
| Expense Payment | Direct Deposit | EFT-00215054 | 10/5/2023 | 553.20 | Vee Souryamat | Employee Reimbursement |
| Expense Payment | Direct Deposit | EFT-00215055 | 10/5/2023 | 355.50 | Erica Nilsen | Employee Reimbursement |
| Expense Payment | Direct Deposit | EFT-00215056 | 10/5/2023 | 56.00 | Jaron Yankovich | Employee Reimbursement |
| Cash Advance Payment | Direct Deposit | EFT-00215097 | 10/5/2023 | 443.00 | Kimberly Kapp | Travel Advance |
| Cash Advance Payment | Direct Deposit | EFT-00215098 | 10/5/2023 | 333.00 | Tanya Wollstein | Travel Advance |
| Cash Advance Payment | Direct Deposit | EFT-00215099 | 10/5/2023 | 284.75 | Kathleen McNicholas | Travel Advance |
| Cash Advance Payment | Direct Deposit | EFT-00215100 | 10/5/2023 | 65.00 | Chad Eiken | Travel Advance |
| Cash Advance Payment | Direct Deposit | EFT-00215101 | 10/5/2023 | 90.00 | Andrew Davis | Travel Advance |
| Cash Advance Payment | Direct Deposit | EFT-00215102 | 10/5/2023 | 321.50 | Mark Ghezzi | Travel Advance |
| Cash Advance Payment | Direct Deposit | EFT-00215103 | 10/5/2023 | 90.00 | Albert Hill | Travel Advance |
| Cash Advance Payment | Direct Deposit | EFT-00215104 | 10/5/2023 | 360.25 | Jaycee Elliott | Travel Advance |
| Cash Advance Payment | Direct Deposit | EFT-00215105 | 10/5/2023 | 169.00 | Jean Singer | Travel Advance |
| Cash Advance Payment | Direct Deposit | EFT-00215106 | 10/5/2023 | 123.75 | Rebecca Small | Travel Advance |
| Cash Advance Payment | Direct Deposit | EFT-00215107 | 10/5/2023 | 373.00 | Olga Dacy | Travel Advance |
| Cash Advance Payment | Direct Deposit | EFT-00215108 | 10/5/2023 | 407.00 | Jeff Mori | Travel Advance |

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## *INVOICE PAYMENTS REPORT*

| | | | | | | |
|---|---|---|---|---|---|---|
| Cash Advance Payment | Direct Deposit | EFT-00215109 | 10/5/2023 | 106.50 | Meg Johnson | Travel Advance |
| Cash Advance Payment | Direct Deposit | EFT-00215110 | 10/5/2023 | 333.00 | Tim Martin | Travel Advance |
| Cash Advance Payment | Direct Deposit | EFT-00215111 | 10/5/2023 | 275.25 | Stacey Allington | Travel Advance |
| Cash Advance Payment | Direct Deposit | EFT-00215112 | 10/5/2023 | 275.25 | Jen Thomas | Travel Advance |
| Cash Advance Payment | Direct Deposit | EFT-00215113 | 10/5/2023 | 360.25 | Chad Williams | Travel Advance |
| | | | **Direct Deposit** | **11,970.20** | | |
| Supplier Payment | EFT | EFT-00215057 | 10/5/2023 | 27,075.00 | Liberty Mutual Group Inc. | |
| Supplier Payment | EFT | EFT-00215058 | 10/5/2023 | 6,800.00 | JCI Jones Chemicals, Inc. | |
| Supplier Payment | EFT | EFT-00215059 | 10/5/2023 | 13,161.75 | Economic Consultants Oregon Ltd | |
| Supplier Payment | EFT | EFT-00215060 | 10/5/2023 | 1,390,189.19 | Rotschy Inc | |
| Supplier Payment | EFT | EFT-00215061 | 10/5/2023 | 9,509.08 | Limeade, Inc | |
| Supplier Payment | EFT | EFT-00215062 | 10/5/2023 | 2,224.55 | Western Water Works Supply Co Inc | |
| Supplier Payment | EFT | EFT-00215063 | 10/5/2023 | 3,021.67 | Sonic Boom Wellness LLC | |
| Supplier Payment | EFT | EFT-00215064 | 10/5/2023 | 289.68 | Power Systems West | |
| Supplier Payment | EFT | EFT-00215065 | 10/5/2023 | 4,500.00 | James E Lingeman | |
| Supplier Payment | EFT | EFT-00215066 | 10/5/2023 | 22,785.02 | Share Inc | |
| Supplier Payment | EFT | EFT-00215067 | 10/5/2023 | 26,227.01 | Fehr & Peers | |
| Supplier Payment | EFT | EFT-00215068 | 10/5/2023 | 1,801.77 | Linguava Interpreters Inc | |
| Supplier Payment | EFT | EFT-00215069 | 10/5/2023 | 8,711.45 | MacKay Sposito Inc | |
| Supplier Payment | EFT | EFT-00215070 | 10/5/2023 | 12,977.50 | Six Degrees Inc | |
| Supplier Payment | EFT | EFT-00215071 | 10/5/2023 | 4,549.06 | Distinctive Landscape LLC | |
| Supplier Payment | EFT | EFT-00215072 | 10/5/2023 | 28,646.11 | Jacobs Engineering Group Inc | |
| Supplier Payment | EFT | EFT-00215073 | 10/5/2023 | 18,992.38 | Universal Field Services Inc | |
| Supplier Payment | EFT | EFT-00215074 | 10/5/2023 | 22,108.75 | Environmental Science Associates | |
| Supplier Payment | EFT | EFT-00215075 | 10/5/2023 | 700.00 | ConvergeOne Inc | |
| Supplier Payment | EFT | EFT-00215076 | 10/5/2023 | 40.81 | Ziply Fiber | |
| Supplier Payment | EFT | EFT-00215077 | 10/5/2023 | 1,241.76 | Purple Communications Inc | |
| Supplier Payment | EFT | EFT-00215078 | 10/5/2023 | 1,814.18 | Second Step Housing | |
| Supplier Payment | EFT | EFT-00215079 | 10/5/2023 | 5,300.00 | Keen Independent Research LLC | |
| Supplier Payment | EFT | EFT-00215080 | 10/5/2023 | 3,500.00 | Steven Fulmer | |
| Supplier Payment | EFT | EFT-00215081 | 10/5/2023 | 7,208.67 | Vancouvercenter Condominium Association | |
| Supplier Payment | EFT | EFT-00215082 | 10/5/2023 | 3,281.22 | Apex Hood Cleaning | |
| Supplier Payment | EFT | EFT-00215083 | 10/5/2023 | 34,682.06 | Tapani Inc | |
| Supplier Payment | EFT | EFT-00215084 | 10/5/2023 | 8,652.00 | Otak Inc | |
| Supplier Payment | EFT | EFT-00215085 | 10/5/2023 | 194.50 | Praxair Distribution Inc | |
| Supplier Payment | EFT | EFT-00215086 | 10/5/2023 | 7,635.50 | Marten Law LLP | |
| Supplier Payment | EFT | EFT-00215087 | 10/5/2023 | 25,284.40 | Share Inc - Remit-To: Checking | |
| Supplier Payment | EFT | EFT-00215088 | 10/5/2023 | 465.24 | Harrys Key Service Inc | |
| Supplier Payment | EFT | EFT-00215089 | 10/5/2023 | 24,897.45 | Council for the Homeless | |
| Supplier Payment | EFT | EFT-00215090 | 10/5/2023 | 296,535.48 | Clark and Sons Excavating Inc | |
| Supplier Payment | EFT | EFT-00215091 | 10/5/2023 | 5,385.23 | Wapiti NW LLC | |
| Supplier Payment | EFT | EFT-00215092 | 10/5/2023 | 9,418.75 | Sequence Graphics LLC - Remit-To: Sequence_Graphics | |
| Supplier Payment | EFT | EFT-00215093 | 10/5/2023 | 3,891.46 | Better Air Northwest, LLC | |
| Supplier Payment | EFT | EFT-00215094 | 10/5/2023 | 96,941.30 | Del Sol Inc | |
| Supplier Payment | EFT | EFT-00215095 | 10/5/2023 | 2,327,470.78 | Granite Construction Company | |
| Supplier Payment | EFT | EFT-00215096 | 10/5/2023 | 4,901.24 | Eagle Newspaper Inc | |
| | | | **EFT** | **4,473,012.00** | | |
| Supplier Payment | Manual Wire | | 10/1/2023 | 10,064.17 | Athlacton Holding | |
| Supplier Payment | Manual Wire | | 10/2/2023 | 3,163.66 | Internal Revenue Service | |
| Supplier Payment | Manual Wire | | 10/2/2023 | 126,416.75 | Blue Cross Blue Shield of Oregon | |
| Supplier Payment | Manual Wire | | 10/2/2023 | 22,595.70 | Washington Dental Service | |
| Supplier Payment | Manual Wire | | 10/3/2023 | 48,559.93 | Liberty Mutual Group Inc. | |
| Supplier Payment | Manual Wire | | 10/4/2023 | 23,600.52 | United States Postal Service | |
| Supplier Payment | Manual Wire | | 10/5/2023 | 559,049.85 | Vancouver Firefighters Union Health & Welfare Trust | |
| Supplier Payment | Manual Wire | | 10/5/2023 | 10,588.00 | VSP Vision Care Inc | |
| Supplier Payment | Manual Wire | | 10/5/2023 | 201,176.20 | Western States Health & Welfare Trust | |
| Supplier Payment | Manual Wire | | 10/5/2023 | 2,895.00 | State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit | |
| Supplier Payment | Manual Wire | | 10/5/2023 | 180,861.32 | Fidelity National Title Co of Washington | |
| | | | **Manual Wire** | **1,188,971.10** | | |
| | | | **Checks** | **1,054,403.97** | | |
| | | | **Direct Deposit** | **11,970.20** | | |
| | | | **EFT** | **4,473,012.00** | | |
| | | | | | | |
| | | | | | | |
| | | | 10/9/2023 | 15,510.06 | City Payments | Posted 10-02-23 to 10-08-23 |
| | | | **Hansen Total** | **15,510.06** | | |
| | | | | | | |
| | | | | | | |
| | | | 10/9/2023 | 1,127.17 | Miscellanous | Parks Class Refunds FCC 10-02-23 to 10-08-23 |

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

***INVOICE PAYMENTS REPORT***

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | 10/9/2023 | 2,120.07 | Miscellanous | Parks Class Refunds MCC 10-02-23 to 10-08-23 |
| | | | 10/9/2023 | 2,800.00 | Miscellanous | Parks Class Refunds Special Events 10-02-23 to 10-08-23 |
| | | | **VISA Total** | **6,047.24** | | |
| | | | | | | |
| | | | **Payroll Total** | **0.00** | | |
| | | | | | | |
| | | | **GRAND TOTAL** | **6,749,914.57** | | |
| | | | | | | |
| | | | | | | |

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

**City of Vancouver**
**Payroll Council Report**
**October 2, 2023 - October 8, 2023**

| Check No. | Date | Explanation | Amount |
|---|---|---|---|
| N/A | 09/25/23 | 09/25/23 NACHA Return | $ (1,895.15) |
| 215003 | 10/03/23 | Replacement for 09/25/23 NACHA Return | $ 1,895.15 |
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