



Vancouver City Council

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

City Council Meeting Agenda August 18, 2025

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

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

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

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

Testimony will be accepted in the following manner:

- **Written comments submitted in advance:** [Email comments to the City Council](#) until 12:00 p.m. August 18, 2025. Comments will be compiled and sent to the City Council and entered into the record.
- **In-person or remote testimony during the meeting:** Register in-person at City Hall. In-person registration is open until 6:30 p.m. on August 18, 2025. Instructions will be provided on-site. Register to testify online. Online registration is open until 12:00 p.m. on August 18, 2025.

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

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

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

Council Dinner / Executive Session Re: Threatened or Potential Litigation RCW 42.30.110(1)(i) and Real Estate Negotiations RCW 42.30.110(1)(c) (5:30 - 6:30 PM)

Regular Council Meeting

6:30 PM

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

Pledge of Allegiance

Call to Order and Roll Call

Approval of Minutes

Minutes - August 11, 2025

Community Communication

This is the place on the agenda where the public is invited to speak to Council regarding any matter on the Agenda not already scheduled for Public Hearing. (Separate instructions are provided for offering testimony on Public Hearing when applicable.) This includes the option to testify about Workshops. Members of the public addressing Council are requested to give their name and city of residence for the audio record. Speakers are to limit their testimony to a total of three minutes for all items combined. RCW 42.17A.555 and City Council Policy 100-32 prohibit the use of public facilities to support or oppose any ballot measure, or to support or oppose any candidate for elective office. Any violation of these rules could result in a suspension of speaking privileges during public comment periods at City Council Meetings for 90 days or longer for multiple offenses.

Consent Agenda

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

1. Contract for Washington State Government Relations - C-102017

Staff Report: 175-25

Request: On Monday, August 18, 2025, authorize the City Manager, or designee, to execute a Professional Services Agreement with Arbutus Consulting for the provision of Washington State government relations on an as-needed basis for five years. The total value of the contract will not exceed \$475,000 for the 5-year life of the contract.

Aaron Lande, Assistant City Manager, aaron.lande@cityofvancouver.us

2. Contract Amendment - United Rentals for Hygiene Units at Safe Stay and Safe Park Communities - C-101224

Staff Report: 159-25

Request: On Monday, Monday, August 18, 2025, authorize the City Manager, or designee, to execute a contract amendment for rental, waste removal and water fills of restroom/shower units (hygiene) to our safe stay and safe park communities.

Kimbra Ledbetter, Financial Analyst, Kimbra.Ledbetter@cityofvancouver.us

3. Approval of Claim Vouchers

Request: Approve claim vouchers for August 18, 2025.

Public Hearings

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

4. Right-of-way Telecommunications Franchise Agreement for Metro Fibernet LLC (Metronet)

AN ORDINANCE relating to management of the public rights-of-way, granting to Metro Fibernet,

LLC and its affiliates (“Grantee”), a Nevada limited liability company (collectively “Parties”), a non-exclusive and revocable Franchise to install, operate and maintain a telecommunication system in, on, over, upon, along, and across Public Ways of the City of Vancouver, Washington (“City”), establishing certain rights, duties, terms, and conditions with respect to the Franchise; and setting an effective date and conditions.

Staff Report: 155-25

Request: On Monday, August 18, 2025, advance ordinance on first reading, setting a date for second reading and public hearing on August 18, 2025.

Aaron Lande, Assistant City Manager, Cary Driskell, Assistant City Attorney,
aaron.lande@cityofvancouver.us, cary.driskell@cityofvancouver.us

5. Ordinance Amending Vancouver Municipal Code to Provide Impact Fee Deferral for Multi-family Residential Development

AN ORDINANCE of the City of Vancouver relating to changes to the City’s Impact Fee Ordinance; adopting an amendment to section 20.915, of the Vancouver Municipal Code (VMC); allowing for a deferral of traffic and park impact fee payment, providing for severability, and setting an effective date.

Staff Report: 173-25

Request: On Monday, August 18, 2025, upon second reading and a public hearing, finalize and approve the ordinance.

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

6. Ordinance Amending Vancouver Municipal Code to Provide System Development Charge Deferral for Multi-Family Residential Development

AN ORDINANCE of the City of Vancouver relating to changes to the City’s Water And Sewer Use – Regulations And Charges Ordinance; adopting an amendment to section VMC 14.04, of the Vancouver Municipal Code (VMC); allowing for a deferral of utility system development charges for connecting to city utility services, providing for severability, and setting an effective date.

Staff Report: 174-25

Request: On Monday, August 18, 2025, upon second reading and a public hearing, finalize and approve the ordinance.

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

Communications

- A. From the Council**
- B. From the Mayor**

C. From the City Manager

Homeless Situation Report Update

Adjournment

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

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



City Council Meeting Minutes

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

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

August 11, 2025

Workshops: 5:15- 6:00 p.m.

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

The City Council Meeting was held on 8/11/2025 at 5:15 PM in the Vancouver City Hall, Council Chambers 415 West 6th Street, Vancouver, WA 98660.

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

View the CVTV video recording, including presentations and discussion, for workshops at: <https://www.cvtv.org/vid/link/38207?startStreamAt=0&stopStreamAt=2769>

Downtown Redevelopment Assessment

(Approximately 45 minutes)

Chim Chune Ko, Principal Project Manager, Patrick Quinton, Economic Development Director, ChimChune.Ko@cityofvancouver.us, patrick.quinton@cityofvancouver.us

Staff led Council through a discussion of the Downtown Redevelopment Assessment.

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

Regular Council Meeting

6:30 PM

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

This meeting was conducted as a hybrid meeting with in person and remote viewing and participation over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting in person, via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, www.facebook.com/VancouverUS. Public access and testimony on Consent

Agenda items and under the Community Forum were also facilitated in person and via the GoToMeeting conference call.

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit:

https://www.cvtv.org/vid_link/38209?startStreamAt=0&stopStreamAt=6508

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

Pledge of Allegiance

Call to Order and Roll Call

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

Present: Councilmember Harless, Councilmember Perez, Councilmember Fox, Councilmember Paulsen, Councilmember Stober, Councilmember Hansen, Mayor McEnery-Ogle

Absent: None

Approval of Minutes

Minutes - August 4, 2025

Motion by Councilmember Hansen, seconded by Councilmember Harless, and Yes: 6, No: 0, Abstaining: 1, to approve the August 4, 2025, Meeting Minutes. Councilmember Perez abstained.

Community Communication

This is the place on the agenda where the public is invited to speak to Council regarding any matter on the Agenda not already scheduled for Public Hearing. (Separate instructions are provided for offering testimony on Public Hearing when applicable.) This includes the option to testify about Workshops. Members of the public addressing Council are requested to give their name and city of residence for the audio record. Speakers are to limit their testimony to a total of three minutes for all items combined. RCW 42.17A.555 and City Council Policy 100-32 prohibit the use of public facilities to support or oppose any ballot measure, or to support or oppose any candidate for elective office. Any violation of these rules could result in a suspension of speaking privileges during public comment periods at City Council Meetings for 90 days or longer for multiple offenses.

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

- *Bruce Barnes, Vancouver*

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

Consent Agenda

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

Council pulled items 3 and 4 for discussion.

1. Contract Amendment - Onsite Sodium Hypochlorite Generation Units C-101827

Staff Report: 171-25

Request: On Monday, August 11, 2025, authorize the City Manager, or designee, to finalize and execute Amendment No. 1 to contract C-101827 between the City of Vancouver and TMG Services, Inc. to increase the not-to-exceed amount by \$1,200,000 to a total of \$1,500,000.

Mehrin Selimgir, Civil Engineer, Mehrin.Selimgir@cityofvancouver.us

Motion approved the request.

2. Resolution Adopting the Clark County Comprehensive Solid Waste Management Plan

A RESOLUTION adopting the Clark County Comprehensive Solid Waste Management Plan.

Staff Report: 172-25

Request: On Monday, August 11, 2025, finalize and approve the resolution for the Clark County Comprehensive Solid Waste Management Plan.

William Elder, Environmental Services Manager, Julie Gilbertson, Solid Waste Supervisor, Will.Elder@cityofvancouver.us, julie.gilbertson@cityofvancouver.us

Motion adopted Resolution M-4349 to approve the request.

3. Ordinance Amending Vancouver Municipal Code to Provide Impact Fee Deferral for Multi-family Residential Development

AN ORDINANCE of the City of Vancouver relating to changes to the City's Impact Fee Ordinance; adopting an amendment to section 20.915, of the Vancouver Municipal Code (VMC); allowing for a deferral of traffic and park impact fee payment, providing for severability, and setting an effective date.

Staff Report: 173-25

Request: On Monday, August 11, 2025, advance the ordinance, setting the date for the second reading and public hearing for Monday, August 18, 2025.

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

Council requested amendments to the language of the ordinance and staff report for the second reading on August 18, 2025.

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

Motion approved the request.

4. Ordinance Amending Vancouver Municipal Code to Provide System Development Charge Deferral for Multi-Family Residential Development

AN ORDINANCE of the City of Vancouver relating to changes to the City's Water And Sewer Use – Regulations And Charges Ordinance; adopting an amendment to section VMC 14.04, of the Vancouver Municipal Code (VMC); allowing for a deferral of utility system development charges for connecting to city utility services, providing for severability, and setting an effective date.

Staff Report: 174-25

Request: On Monday, August 11, 2025, advance the ordinance, setting the date for the second reading and public hearing for Monday, August 18, 2025.

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

Council requested amendments to the language of the staff report for the second reading on August 18, 2025.

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

Motion approved the request.

5. Approval of Claim Vouchers

Request: Approve claim vouchers for August 11, 2025.

Motion approved claim vouchers in the amount of \$8,420,529.91.

Public Hearings

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

6. 2025 Site Specific Rezone - 58th Street

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver; amending the zoning map designation from R-22 to R-50 at a 1.6 acre property at 7711 and 7809 NE 58th Street, tax lots 107971000 and 107982000; providing for severability; and establishing an effective date.

Staff Report: 165-25

Request: On Monday, August 11, 2025, upon second reading and a public hearing, finalize and approve the ordinance approving the 58th Street rezone to R-50.

Bryan Snodgrass, Principal Planner,
bryan.snodgrass@cityofvancouver.us

Mayor McEnerny-Ogle opened the Quasi-Judicial Hearing for the 2025 Site Specific Rezone - 58th Street.

Nena Cook, City Attorney, provided an overview of the guidelines of conducting the hearing invoking the Appearance of Fairness Doctrine. Ms. Cook stated the Council would be asked to disclose any ex parte communication or other Appearance of Fairness issues pertaining to the matter.

Ms. Cook then asked each member of the Council to disclose any direct or indirect benefit they could derive from the decision and determined there were no messages requiring disclosure.

All of the Councilmembers reported nothing to disclose.

Bryan Snodgrass, Principal Planner, provided an overview of the 2025 Site Specific Rezone - 58th Street.

Council discussed the item briefly with staff.

Jason Taylor, PLS Engineering, representative to the applicant, provided an overview of the 58th Street Rezone application.

Mayor McEnery-Ogle opened the public hearing and received testimony from the following community members:

- *Dave Gardiner, Vancouver*
- *Doug Roby, Vancouver*
- *Charles Brasher, Vancouver*
- *Mary Renaud, Vancouver*
- *Anastasiya Kozlovska, Vancouver*
- *Jay Renaud, Vancouver*
- *AnnMarie Taylor Haldeman, Vancouver*

There being no further testimony, Mayor McEnery-Ogle closed the public hearing.

Motion by Councilmember Hansen, seconded by Councilmember Paulsen, and Yes: 6, No: 1, Abstaining: 0, to agree with the Planning Commission's recommendation and deny the ordinance proposing a change to the zoning map designation for the property from R-22 to R-50. Councilmember Stober voted No.

7. 2025 Site Specific Rezone - Bella Grove

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver; amending the zoning map designation from R-18 to R-30 at a 6.2 acre property at 13401 and 13309 NE 59th Street, tax lots 107812000 & 107814000; providing for severability; and establishing an effective date.

Staff Report: 166-25

Request: On Monday, August 11, 2025, upon second reading and a public hearing, finalize and approve the ordinance approving the Bella Grove rezone to R-30.

Bryan Snodgrass, Principal Planner,
bryan.snodgrass@cityofvancouver.us

Mayor McEnerny-Ogle opened the Quasi-Judicial Hearing for the 2025 Site Specific Rezone - Bella Grove.

Nena Cook, City Attorney, provided an overview of the guidelines of conducting the hearing invoking the Appearance of Fairness Doctrine. Ms. Cook stated the Council would be asked to disclose any ex parte communication or other Appearance of Fairness issues pertaining to the matter.

Ms. Cook then asked each member of the Council to disclose any direct or indirect benefit they could derive from the decision and determined there were no messages requiring disclosure.

All of the Councilmembers reported nothing to disclose.

Bryan Snodgrass, Principal Planner, provided an overview of the 2025 Site Specific Rezone - Bella Grove.

Council discussed the item briefly with staff.

Jimmy Buell, applicant, provided an overview of the Bella Grove Rezone application.

Mayor McEnerny-Ogle opened the public hearing and received testimony from the following community members:

- *Bruce Barnes, Vancouver*

There being no further testimony, Mayor McEnerny-Ogle closed the public hearing.

Motion by Councilmember Fox, seconded by Councilmember Paulsen, and Yes: 7, No: 0, Abstaining: 0, to agree with the Planning Commission's recommendation and approve Ordinance M-4510 amending the zoning map designation from R-18 to R-30.

Communications

A. From the Council

B. From the Mayor

Mayor's Appointment to C-Tran Composition Board

Mayor McEnerny-Ogle appointed Councilmember Paulsen as the representative for the C-Tran Composition Board.

C. From the City Manager

Adjournment

8:17 p.m.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

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

From: [Randall Franklin](#)
To: [City Council](#)
Subject: Walnut Grove Association 58th Rezone Testimony
Date: Monday, August 11, 2025 12:07:58 PM

You don't often get email from [REDACTED]. [Learn why this is important](#)

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

Attn: 58th St Standalone Rezone August 11th Public Hearing

To The City Council:

I'm writing to update the Council about our Walnut Grove Neighborhood Association's interest and involvement in the 58th St Rezone Project. We had a workgroup research and collaborative process. I would like to share our findings.

Based on the comments heard at our July 30th meeting, as well as research done by our workgroup members and compiled on August 10th, Walnut Grove Association has expressed unanimous opposition to R-50. Quantitative, qualitative, expert, and narrative data were collected, totaling the engagement of estimated **70 Walnut Grove members**. The following concerns were raised in opposition of R-50:

- **Parking: a large parking lot creates heat islands**, which are detrimental to the health of the elderly and people with medical conditions, as well as all of us. Walnut Grove was already identified by the Urban Forestry Commission as an area of priority for increasing trees and shading; cutting them off in the name of a parking lot that would be required for R-50 would be antithetical to that goal, concentrating heat right next to our green spaces and backyards. R-22 would de-prioritize a parking lot and bring the focus back to preserving existing green space.
- **Walnut Grove is rich with senior-focused living facilities, a major memory care center, and a Vancouver Housing Authority** affordable housing apartment for seniors on 58th St, just a few steps down from Shaffer Park. While the planned parking lot is already large for R-50, it still only provides for one or less parking spaces per unit. Most families have two cars, and may on occasion— at no fault of their own—want to invite guests over with additional cars. We're already seeing parking on residential streets from prior high-density developments, accidents, and near misses. Our concern is that the planned parking spaces planned at Shaffer Park to increase park goes from senior facilities and the surrounding neighborhood will simply be taken up by residents and their guests from across the street, defeating the purpose of Shaffer Park expansion and subsidizing their parking with our Shaffer Park funds.
- Additionally, **dense traffic expected under R-50 increases safety risk for the children walking to school and seniors trying to access green spaces**. A flashing crosswalk is a band-aid style fix for a problem that should not be created in the first place, while we can still avoid it. Recognizing the narrow width of 58th St, and the development of Shaffer Park, we want to prioritize pedestrian infrastructure and bike lanes to access the park and deprioritize car

traffic. Thus far, the conversation around this rezone has centered around simply somehow fitting pedestrians back into a road that will prioritize 340+ new cars; that goes against the values set during Shaffer Park neighborhood workshops in the past years. The focus should be on the safety of current senior residents and families. We already have a problem with street racing and accidents and are working on exploring Traffic Calming programs as an association in various places throughout 58th and beyond. Our fear is for the elderly, disabled VHA residents or retirees becoming afraid to go to Shaffer Park because of needing to cross with flashing lights, hoping that each of the hundreds of cars will stop on any given day and not speed past. R-50 would create the maximum possible traffic volume and thus be inappropriate in the absence of traffic calming projects that we are exploring with the City. Any proposed retail space will further exacerbate traffic and should be included in traffic and impact studies.

- **We are not transient:** at the benefit of “going into the future,” Council is risking detriment to the past, the history, the current residents of 5, 10, 20+ years. People who grew up here, people who retired here, people who lived most of their life here. People who are finding their footing and intend to stay for decades, give their homes to their children. We ask Council to pay reverence to these residents, rather than erasing us in the name of an enigmatic “future;” a future in which our voice needs to be included, too, not just Applicant’s. Many of us were already displaced by Applicant’s prior projects due to increased traffic, noise, and other concerns, and that is just R-22. R-50 would amplify that more than two fold. As taxpayers of decades, we demand recognition, and protection of our peace.
- **Noise and safety:** going back to the issue of “we are not transient, we are a permanent community,” the guaranteed noise pollution and increased traffic on a pedestrian rich 58th St are both recipes for displacement of many of us. Our hope is that the Council will choose not to displace residents and taxpayers of decades, people who have taken care of this land with our money, labor, love, and soul, to allow space for luxury apartments, a for-profit business. Our seniors and families deserve quiet and safe streets. We are not reducible to the number of units, or number of dollars of impact fees; we are Walnut Grove, we are human. Our hundred-year-old trees, our wildlife, our Shaffer Park, the health of our Stormwater Facility are not reducible to “No Significance,” as stated in SEPA. Many of us hope to share this humanity with you.
- **Fire safety:** Some residents raised questions about the preparedness of our fire department to fight fires in a 5-or-more-story building, which requires specialized equipment, though our fire department hasn’t even been made aware of the potential development yet. Height and density are growing in Walnut Grove, yet funding and staffing at the fire department is on a downslope.
- **R-50 is unprecedented:** With rich green spaces and value of quiet and community, Walnut Grove is not the right place for the experiment of R-50, which is meant for commercial and higher density neighborhoods.

In addition to a unanimous opposition to R-50, a majority of members expressed opposition to R-35 as similarly non-incremental. Majority of Walnut Grove is R-18 and R-9, with a duplex to the east being the only R-22 for decades. R-22 developments only recently started being approved with caution, and R-30 has already been denied in this neighborhood in 2021, citing that R-22 is better fitting and safer for our neighborhood as described above. Our Association also recognizes the City’s need to increase multifamily housing; this will be

effectively accomplished by R-22 zoning, going from two single family homes to 35-44 units is already progress.

Overall, we ask the Council to bring more emphasis to the human impact of R-50 in Walnut Grove, which will show detriment. The Council and Manager form of government is meant to represent the residents and taxpayers of Vancouver and be a voice for the *public* at *public hearings*. Nevertheless, with our collective voices backing up individual testimony, we have faith that we speak from lived experience and that, as one of our members said, “we will be protected even if we’re not rich developers.”

While we attempted to invite the City Planner, Bryan Snodgrass, to our workshop for questions and a discussion, we did not receive an RSVP. Whereas our testimony is limited to 3 minutes, in contrast to the Applicant, we still speak with gravity of a unanimous opposition of about 70 Walnut Grove residents from our July 30th meeting and further opposition expressed to our workgroup. Thank you, Council, for your time in addressing our Association and our concerns. We are kindly asking for the Council to stand with us in recognizing the history, safety, and humanity of Walnut Grove. We oppose R-50.

Respectfully,

Ana Kozlovska, Jay Renaud, Mary Renaud, AnnMarie Haldeman, Inna Kozlovska, Dave Gardiner, Cheryl Hummel, Charles Brasher, with support of R.S.

Walnut Grove Neighborhood Association 58th Rezone Workgroup

From: [Ana From Walnut Grove](#)
To: [City Council](#)
Subject: Walnut Grove Association 58th Rezone Testimony
Date: Monday, August 11, 2025 12:00:17 PM

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

Attn: 58th St Standalone Rezone August 11th Public Hearing

To The City Council:

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Based on the comments heard at our July 30th meeting, as well as research done by our workgroup members and compiled on August 10th, Walnut Grove Association has expressed unanimous opposition to R-50. Quantitative, qualitative, expert, and narrative data were collected, totaling the engagement of estimated **70 Walnut Grove members**. The following concerns were raised in opposition of R-50:

- **Parking: a large parking lot creates heat islands**, which are detrimental to the health of the elderly and people with medical conditions, as well as all of us. Walnut Grove was already identified by the Urban Forestry Commission as an area of priority for increasing trees and shading; cutting them off in the name of a parking lot that would be required for R-50 would be antithetical to that goal, concentrating heat right next to our green spaces and backyards. R-22 would de-prioritize a parking lot and bring the focus back to preserving existing green space.
- **Walnut Grove is rich with senior-focused living facilities, a major memory care center, and a Vancouver Housing Authority** affordable housing apartment for seniors on 58th St, just a few steps down from Shaffer Park. While the planned parking lot is already large for R-50, it still only provides for one or less parking spaces per unit. Most families have two cars, and may on occasion—at no fault of their own—want to invite guests over with additional cars. We're already seeing parking on residential streets from prior high-density developments, accidents, and near misses. Our concern is that the planned parking spaces planned at Shaffer Park to increase park goes from senior facilities and the surrounding neighborhood will simply be taken up by residents and their guests from across the street, defeating the purpose of Shaffer Park expansion and subsidizing their parking with our Shaffer Park funds.
- Additionally, **dense traffic expected under R-50 increases safety risk for the children walking to school and seniors trying to access green spaces**. A flashing crosswalk is a band-aid style fix for a problem that should not be created in the first place, while we can still avoid it. Recognizing the narrow width of 58th St, and the development of Shaffer Park, we want to prioritize pedestrian infrastructure and bike lanes to access the park and deprioritize car traffic. Thus far, the conversation around this rezone has centered around simply somehow fitting pedestrians back into a road that will prioritize 340+ new cars; that

goes against the values set during Shaffer Park neighborhood workshops in the past years. The focus should be on the safety of current senior residents and families. We already have a problem with street racing and accidents and are working on exploring Traffic Calming programs as an association in various places throughout 58th and beyond. Our fear is for the elderly, disabled VHA residents or retirees becoming afraid to go to Shaffer Park because of needing to cross with flashing lights, hoping that each of the hundreds of cars will stop on any given day and not speed past. R-50 would create the maximum possible traffic volume and thus be inappropriate in the absence of traffic calming projects that we are exploring with the City. Any proposed retail space will further exacerbate traffic and should be included in traffic and impact studies.

- **We are not transient:** at the benefit of “going into the future,” Council is risking detriment to the past, the history, the current residents of 5, 10, 20+ years. People who grew up here, people who retired here, people who lived most of their life here. People who are finding their footing and intend to stay for decades, give their homes to their children. We ask Council to pay reverence to these residents, rather than erasing us in the name of an enigmatic “future;” a future in which our voice needs to be included, too, not just Applicant’s. Many of us were already displaced by Applicant’s prior projects due to increased traffic, noise, and other concerns, and that is just R-22. R-50 would amplify that more than two fold. As taxpayers of decades, we demand recognition, and protection of our peace.
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- **Fire safety:** Some residents raised questions about the preparedness of our fire department to fight fires in a 5-or-more-story building, which requires specialized equipment, though our fire department hasn’t even been made aware of the potential development yet. Height and density are growing in Walnut Grove, yet funding and staffing at the fire department is on a downslope.
- **R-50** is unprecedented: With rich green spaces and value of quiet and community, Walnut Grove is not the right place for the experiment of R-50, which is meant for commercial and higher density neighborhoods.

In addition to a unanimous opposition to R-50, a majority of members expressed opposition to R-35 as similarly non-incremental. Majority of Walnut Grove is R-18 and R-9, with a duplex to the east being the only R-22 for decades. R-22 developments only recently started being approved with caution, and R-30 has already been denied in this neighborhood in 2021, citing that R-22 is better fitting and safer for our neighborhood as described above. Our Association also recognizes the City’s need to increase multifamily housing; this will be effectively accomplished by R-22 zoning, going from two single family homes to 35-44 units is already progress.

Overall, we ask the Council to bring more emphasis to the human impact of R-50 in Walnut Grove, which will show detriment. The Council and Manager form of government is meant to represent the residents and taxpayers of Vancouver and be a voice for the *public* at *public hearings*. Nevertheless, with our collective voices backing up individual testimony, we have faith that we speak from lived experience and that, as one of our members said, “we will be protected even if we’re not rich developers.”

While we attempted to invite the City Planner, Bryan Snodgrass, to our workshop for questions and a discussion, we did not receive a response. Whereas our testimony is limited to 3 minutes, in contrast to the Applicant, we still speak with gravity of a unanimous opposition of about 70 Walnut Grove residents from our July 30th meeting and further opposition expressed to our workgroup. Thank you, Council, for your time in addressing our Association and our concerns. We are kindly asking for the Council to stand with us in recognizing the history, safety, and humanity of Walnut Grove. We oppose R-50.

Respectfully,

Ana Kozlovska, Jay Renaud, Mary Renaud, AnnMarie Haldeman, Inna Kozlovska, Dave Gardiner, and others, with support of C.H., R.S.

Walnut Grove Neighborhood Association 58th Rezone Workgroup

From: [Ana From Walnut Grove](#)
To: [City Council](#); [City Attorney Emails](#)
Subject: 58th St Rezone Testimony: Transit Overlay
Date: Monday, August 11, 2025 11:40:05 AM

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Attn: 58th Rezone Transit Overlay Discussion

Dear Council:

Units:

In 2021, Sunlight Rentals (“Applicant”) provided information to City Staff and City Council regarding site plans for 63rd St/62nd St Sunlight Meadows. The discussion revolved around “roughly 45 [units] under the proposed R-22 zone,” and “future redevelopment of 0.3-acre corner mobile home property [abutting future R-22] feasible but probably less likely in near term.”

45 Units. That was the information given to City Council upon voting to approve R-22 in 2021.

In 2022, Sunlight Rentals submits an application to develop “76 units” in the proposed 45-unit location, utilizing the aforementioned “corner mobile home” property. Their application is approved to build 125% of capacity, citing the Transit Overlay District; 60 units allowable normally, 76 units at 125% bonus.

Sunlight Meadows today is proudly advertised as a 78-unit complex. Not 45 as City Council and the public were told during rezone hearing.

R-50 allows 50 units per acre. Applicant once again claims they will only build 77 units. In approving a rezone, the Council should be aware of all possibilities and implications of this rezone. Again, this brings up the undermentioned 125% “Transit Overlay” bonus. On 1.6 acres alongside 58th St, R-50 allows 80 units, but with the bonus that Applicant has utilized in the past and is well aware of, the **actual total could be 100 units**. That’s a question of 44 units under R-22 (including the 125% bonus) versus 100 units. More than a two-fold increase; wholesale, non-incremental. This information is not included in neither the traffic study, environmental study, nor elsewhere upfront. It is disingenuous not to mention the Transit Overlay District.

They don’t have to build all 100. But they have built at over 125% density in the past.

Height:

Prior to Planning Commission’s May 13th, 2025 meeting addressing 58th St rezone, Sunlight Rentals proposed a four-story 77-unit complex. During the Public Hearing, their representative admitted to actual plans of a 5-story building, not 4, and no commitment to number of units.

Responsibility to the Community:

Finally, in 2022, the City reached out to Sunlight Rentals to install speed bumps on 62nd St of the Sunlight Meadows development to address concerns of abutting homes about increased traffic on their residential street. But staff admitted that Applicant isn’t “technically” required to install speed bumps, it would be a negotiation.

In 2025, there are no speed bumps along all of 62nd St. The responsibility of calming increased traffic created by 78 units on the residential 62nd St now falls on the City's Neighborhood Traffic Calming Program—incurring additional costs to the City. The City decided against installing speed bumps based on a traffic study likely done before Sunlight Meadows was at full capacity. The people left to struggle with the consequence of this are the residents of 62nd St, who have near misses, accidents, and decreased safety, even considering banning street parking altogether due to Meadows residents parking on their streets.

Now, the City is once again relying on Applicant to negotiate traffic and pedestrian safety improvements to 58th St. And relying on Applicant to negotiate with abutting homes. But City again admitted they don't "technically" have to negotiate. Precedent shows that when Applicant wasn't required to do community and street improvements, they chose not to. Precedent speaks louder than intention. The story has changed, and keeps changing, and the precedent is not reassuring.

It's time for accountability.

Spot Zoning:

100 units in a five to seven story building next to mostly R-9, low density neighborhood is spot zoning, and against zoning law. There will be no benefit, but rather harm (which we as residents expressed extensively), to Walnut Grove, and R-50 will not be more beneficial to housing and human need than R-22 would be. R-50 is largely for the benefit of the developer. Additionally, the Planning Commission voted against this rezone. I ask the Council to review the risk of spot zoning, especially in regards to incongruence of R-50 to lack of necessary infrastructure. We must make decisions based on laws as they currently are written, not what we think the law might be.

Thank you for your time once again.

Best,

Ana

From: [Brent Belford](#)
To: [City Council](#)
Subject: August 11 City Council Meeting Comment- 58th Street Rezoning
Date: Monday, August 11, 2025 11:36:47 AM
Attachments: [city council letter.docx](#)

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Hello,

Please find attached my comments for today's City Council meeting regarding the proposed 58th Street rezoning. Let me know if there are any issues opening the attachment.

My contact information is:

[REDACTED]
Vancouver, WA 98662

Thank you,
Brent Belford

To the City Council:

I am writing to express my strong opposition to the proposed 58th Street rezoning, a rezoning proposal which has already been rejected by the City's Planning Commission. I previously wrote to the Planning Commission, outlining some of my serious concerns about the potential rezoning and development of a large apartment building in this quiet residential area. Among other concerns I focused primarily on the deleterious environmental impacts, especially to the large stormwater treatment area that immediately borders the properties to the south. The stormwater treatment area already suffers more abuse than the resources allocated to it by the City can handle, and more people, pets, traffic, and construction will be all too destructive to the nature and wildlife.

I have since looked into more information on the City's zoning guidelines, and everything I have read makes this proposed rezoning more and more objectionable and contrary to the spirit and the letter of city zoning codes. City of Vancouver Municipal Code 20.420.025 section E lists five characteristics of areas that are appropriate for R-50 zoning. The properties in question meet zero of these five characteristics:

1. The area is not an urban center.
2. The area does not have "good pedestrian connections" to commercial services and major employment centers.
3. The properties are not near any business or commercial areas, let alone ones that are of "comparable height and bulk" to a potential 70-foot tall building.
4. The properties do not provide a transition in scale with surroundings. The large, 70+ unit apartment complex would be dropped in the midst of single-family homes and would directly border such homes.
5. The area has limited transit service and there are no nearby bus stops, and both 58th Street and immediate surrounding streets are absolutely not equipped to handle the whopping 350 daily vehicle trips identified in the traffic study.

It is overwhelmingly clear that the properties do not meet the zoning guidelines as laid out by municipal code. And these guidelines exist for good reason. They promote cohesion and quality of life, and help foster a city worth living in. Neglecting the zoning guardrails will lead to the neighborhood being decimated and its resources overstressed to the point of failure. The City's mission states that it seeks "incremental" change in its mission to increase housing availability, and this rezoning proposal is blatantly not incremental. I urge the council to affirm the Planning Commission's correct decision and reject the 58th Street rezoning proposal.

I thank you for your time and consideration.

Sincerely,
Brent Belford

From: [Randall Franklin](#)
To: [City Council](#)
Subject: Walnut Grove Regarding 58th St Standalone Rezone
Date: Wednesday, August 6, 2025 2:15:05 PM

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August 4th, 2025

Dear City Council:

I am writing as a Walnut Grove Neighborhood Association member and contact person to inform the City Council of our re-convening and inquiry into the 58th Street Rezone proposal. Walnut Grove Neighborhood Association is City-recognized, and since July 30th, 2025 is once again active. On July 30th, we had a meeting of over 40 neighbors who gathered to re-establish our Association and reignite a sense of togetherness. Our emphasis was cohesion and a reminder that we are not transient. We are a tightly knit community who lived and will live here for generations; therefore, we intend to take care of our nature, streets, schools, resources, public servants, and each other. The 58th St Rezone proposal garnered interest within our neighborhood as a decision that will directly and significantly impact each of these categories, so we introduced this issue into our agenda and ongoing discussions.

From a thorough gathering of perspectives across Walnut Grove and at our July 30th meeting, we recognize this rezone as an issue where our Association would appreciate active participation and a voice—including a vote and collaboration with City Staff. My fellow members have expressed overwhelming concern about the appropriateness of this rezone. Several unanswered questions remain regarding who and how will ensure safety on 58th St, especially pedestrian safety (of children walking to and from school, parkgoers), regarding fire safety be and preparedness, deterring of parking on our residential streets, accountability to our stormwater facility (draining water directly into waterways), decades old trees, and park outside of impact fees, and accountability to us.

In preparation for our Association's anticipated workshops and vote on this issue (pending board re-election), we are actively working on establishing a temporary workgroup to gather and present our collective stance and questions. Ideally, many of us Association members would appreciate time and opportunity to fully workshop this proposal and present our findings and decision to the City Council. Alongside our own research, meetings, and canvassing, we intend to kindly invite City Staff to collaborate and ask questions, namely regarding currently missing infrastructure. Answers to these questions are important to our livelihood and cohesion.

Thank you in advance, Councilmembers, for your continued dedication to neighborhoods and Associations, and for including our voice in decisions that will impact us most directly.

Best,

Ana Kozlovska

Walnut Grove Association

From: [Cynthia LeBaron](#)
To: [City Council](#)
Subject: 58th Street Rezoning
Date: Thursday, August 7, 2025 5:52:54 AM

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Dear Council Members,

I am writing about my concerns regarding the rezoning request for the parcels of land on 58th Street.

My biggest concern is the added traffic and the safety of the children in the neighborhood. 58th Street is not a main thoroughfare, but rather a neighborhood street. Increasing the number of units allowed on the properties in question will add many more cars driving up and down the street. Directly across from these properties is a park the city is in the process of developing. In addition, Walnut Grove Elementary is just a half-mile away. The safety of pedestrians crossing 58th Street with the additional traffic is an issue. I am especially concerned about the neighborhood children having to cross the street because of the proximity of the park and school.

I moved into the neighborhood less than 5 years ago. We chose Walnut Grove because it was a developed, stable neighborhood. Since we moved in, more than 150 new units have been added within a half-mile of our house. While I understand the need for more housing and the redevelopment of older properties, I think it is important to maintain the neighborhood feeling. Increasing the number of units allowed will not be a positive change to this established neighborhood. There are other sites that would be more appropriate for a larger development.

Please vote against the proposed zoning changes for the 58th Street properties.

Thank you,
Cynthia LeBaron
[REDACTED]

Sent from my iPad

From: [REDACTED]
To: [City Council](#)
Cc: [Planning Commission](#)
Subject: Walnut Grove - rezone of 58th Street
Date: Tuesday, August 5, 2025 8:54:09 AM

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- Why are we being railroaded into increasing the number of proposed 80-Plus apartments on 58th Street between the parks? But please don't allow them to change to the high density **R50** for such a small area – something never done before!
- Really that area shouldn't have 34 units, by the park.
- Vancouver has never allowed more density than R-35
- And most every family has more than 1 car, did they answer where these people will park? Probably the streets and 58 Street is narrow!
- And what about all the children waiting for buses in that area? Cars are zipping thru there, even with speed bumps.
- Sunlight Apartments has already shown they are sneaky and back-handed to get their way, with the apartments crammed in the end of 62nd Street with only **ONE** entrance/exit (couldn't have an opening on 72nd because of the school). These children still walk home from school thru the neighborhood! And you allowed for 200-plus person complex (not to mention every adult has a car) to be built in the Walnut Grove neighborhood and by a school?? Incredible.
- WHY IS IT NOW BEING ALTERED to the detriment of the school and the neighborhood by hiding his intentions of making as much money as he can, while devaluating our homes with more apartments, not enuf parking, and crowding in more people.
- And speaking of schools, was there a study done of how this will affect the local schools in attendance and growth?
- Was there an environmental study done at all?
- Behind the area of the proposed new apartments is a marshland and floods in that area.
- 58th Street is narrow already, and now has BUMPS but that doesn't seem to slow the cars down much, and now you are adding more cars trying to

get through the streets.

- There is a Senior Living area just down from 58th Street on 82nd Avenue, who take walks around the neighborhoods, and drive. And these apartments will provide more traffic.
- AND adding in the building up of the Raymond Shaffer Park, 58th street will be a mess for several years.

PLEASE don't change the zoning on 58th Street.

A Concerned home-owner, Cheryl Hummel

From: [City of Vancouver, WA](#)
To: [City Council](#)
Subject: Submission: Contact City Council
Date: Monday, August 11, 2025 9:55:51 AM

Contact the City Council

Name
Ann Steiner
Email
[REDACTED]
Address
[REDACTED] Vancouver 98662 United States Map It
Subject
Request Information
Choose Recipient
All the Council
Message
Concerning tonight's Council Meeting agenda item Public Hearings #6—58th Street Rezone. The testimony given at your August 4, 2025 meeting expressed succinctly my evaluation of the request. R-50 is too too dense for the reasons stated. The neighborhood (within 1/2 mile of the Vancouver Mall) has many two story residences/units: an appropriate designation, for those two properties. Monies gained from the R-50 zone should not be the main reason to approve. I trust you will look at the whole picture of the neighborhood. Thank you for your thoughtful consideration. 🌲🌲🌲

From: [Ana From Walnut Grove](#)
To: [City Council](#); [City Attorney Emails](#)
Subject: 8/11 58th Street Rezone Testimony: Precedent
Date: Monday, August 11, 2025 8:27:34 AM

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To the Respected City Council Regarding 58th St Rezone:

On Precedent: Sunlight Rental’s Similar Prior Project in Walnut Grove Rezone in 2021

On May 17th, 2021, Sunlight Rentals brought to the City Council a proposition to increase one of their properties from R-18 to R-30 (tax lot 105120000, now called “Sunlight Meadows,” located half a mile from 58th St). At the Public Hearing, the Council voted on a more incremental R-22 and rejected R-30. Notable excerpts from 5/17/2021 Minutes:

Councilmember Paulsen stated R-30 to be “a considerable jump in density when looking at the surrounding area of this site, especially as it is transitioning down to a lower density. [He stated] the Council should strive to create transitional zones between changes in density.”

Mayor McEnergy-Ogle “looked at this big jump in density and at other areas zoned R-30 and noted the concentrated transit, walkability, access to grocery stores, and other amenities in those areas. [She stated she] would support the [R-22] motion.”

Councilmember Fox earlier in the process stated, “let’s set the right precedent” in opposing R-30.

Overall, R-30 was seen as going against character of the neighborhood (Walnut Grove) and being too wholesale of a density change, and R-22 was a better fit according to VMC.

The Council denied R-30 rezoning and maintained R-22 as better fitting for the neighborhood character and amenities per code. Just a few years later, with minimal changes to Walnut Grove and the same neighborhood character and limited infrastructure (which is still required by law), the same precedent should apply o 58th St less than half a mile away.

Additionally, the 2021 Sunlight Meadows development is located by 63rd St, which is a far larger road with more capacity than the underdeveloped 58th St. 63rd St is a block away from Andresen Road, a major Arterial, in contrast to 58th street, which *is* not a major arterial per WSDOT. The 2021 63rd St project has a better pedestrian pathway, which 58th St doesn’t have at all. Despite these structures, the **Council still voted against R-30 rezoning in 2021**, appropriately citing high density as being too wholesale for Walnut Grove’s character and R-22 being more appropriate.

Loud precedent for 58th St

The currently questioned 58th St area is even less developed than the area next to 63rd St, and all concerns about character of Walnut Grove are still applicable within that half a mile. Namely, in contrast to the location of Sunlight Meadows on 63rd, the 58th St development will

require travel through a park zone, a residential zone, and a school zone before reaching a major arterial (Andresen). Additionally, there is no pedestrian path on majority of 58th St, which is a bare minimum code requirement for high density development. There isn't adequate access to public transportation on 58th St compared to 63rd St. Finally, there is far less access to commercial zoning nearby; all housing immediately surrounding is single family, mostly low-density R-9, plus two park zones, and the tallest buildings in all of Walnut Grove are two story duplexes.

If the City Council found Walnut Grove to be unsuitable for R-30, then applying the same reasoning, R-50 in Walnut Grove is a blatant overreach and should be rejected by precedent. R-30 was found to be non-incremental at the time, which objectively makes R-50 (more than a two-fold increase) *overwhelmingly* non-incremental. Again, high density goes against character of Walnut Grove, and the area does not have enough infrastructure to support basic pedestrian and public transport access, let alone robust access as is required by VMC.

Notably, there has been no change in circumstance since 2021. The same housing crisis argument was brought to the Council in 2021, but the Council still saw that the facts show Walnut Grove isn't right for such wholesale development. We had a housing crisis then, and we have a crisis now. It still doesn't change the fact that Walnut Grove wasn't and still isn't the right fit according to VMC for anything above R-22.

R-50 is new: let's set the right precedent

R-50 is an unprecedented zone for City of Vancouver; it has never been built before. Precedent is permanent and will be used and cited as a blueprint for all future R-50 developments.

Going off existing precedent, Walnut Grove was found to be unfit for R-30 just a few years ago. So, it clearly is not the right neighborhood to have the first ever R-50.

Per VMC, R-50 zoning is designed to fit into a neighborhood with existing high density, existing tall height, and surrounding robust public transport access and robust road conditions to support high density, or to be built around urban and commercial zones. Walnut Grove goes squarely against all of these VMC code requirements, and any leniency demonstrated in the approval of the first ever R-50 would invite future propositions for non-incremental development for all of Vancouver. This is worrying in the context of the upcoming Comprehensive Plan draft; we as Vancouver cannot be writing such sweeping and permanent precedent while we're *actively* figuring out our future codes, laws, and Comprehensive Plan. A quasi-judicial body is **required** to make decisions based on the law **as it is written**, and based on precedent, *not* based on ideas about what future law *might* be. And the precedent in Walnut Grove is strong, with R-30 denied just a few years ago.

Walnut Grove wasn't the right fit for R-30 in 2021. It surely isn't the right fit for R-50 in 2025. If the Council strives "to create transitional zones between changes in density," then R-50 goes against this value. Thank you for taking the time to consider the importance of precedent of a similar proposition within Walnut Grove, the facts of which are still applicable to 58th St.

R-50 goes against existing precedent and law. Let's set the right precedent for other future R-50s.

Best,

Ana Kozlovska

From: [VPOG President](#)
To: [City Council](#)
Subject: Prop 5 Written Testimony
Date: Wednesday, August 6, 2025 2:15:17 PM

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Vancouver City Council,

As the President of the Vancouver Police Officers' Guild, I am writing in strong support of Proposition 5. I happen to be out of town this week and couldn't be there in person; however, this initiative is very important. This initiative is essential to addressing our city's critical need for increased law enforcement staffing. Every day, our officers work tirelessly to serve this growing community with dedication and professionalism. Yet, I continue to hear from residents who no longer call for help with "minor" concerns because they fear no one will respond. That is not only disheartening—it is unacceptable.

While reported crime trends may appear to be declining, we know many incidents simply go unreported. When people stop calling the police, it's not because the problems have gone away—it's because they've lost faith in our ability to respond. Vancouver has grown dramatically over the past decade, but our police staffing has not kept pace. Washington State already ranks last in the nation for officers per capita, and Clark County is at the very bottom within the state. This is not sustainable, especially as Vancouver approaches becoming the third-largest city in Washington.

We understand that voters are cautious about new taxes. But this proposition is not about expanding government—it's about restoring public safety. Our department has operated with far too few officers for far too long. With annexation on the horizon and continued population growth, now is the time to invest in the future. Recruiting, hiring, and training new officers takes time, and we cannot afford to wait until the need becomes even more urgent.

Proposition 5 is a necessary and timely solution. The Vancouver Police Officers' Guild is committed to working closely with City leadership to meet the evolving needs of public safety in our community. I urge you to support this measure—for the safety of our neighborhoods, the strength of our community, and the future of Vancouver.

Sincerely,



Jeff Anaya
VPOG President



From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [City Council](#)
Subject: Watch "Doctor exposes COVID-19 'vaccine lies' at fiery Senate hearing: 'They lied, billions were made'" on YouTube
Date: Sunday, August 10, 2025 4:28:42 PM

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<https://www.youtube.com/live/PC7mleox8zw?si=qJYt1dipimLSkIdE> .send to council members and Melnick. Put on public record and confirm that you did. Thanks from Wynn

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); Victorialeeferrer@gmail.com; [City Council](#); [Vern Jeremica](#); [Justin Forsman](#)
Subject: Watch "The Toxic Truth: PFAS Chemicals in Your Water, Food, and Backyard" on YouTube
Date: Monday, August 4, 2025 5:19:06 PM

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<https://youtu.be/rDxvF624dS4?si=MwmpRqji8zIF33lZ>. Please share with council members and Melnick. Put on public record and confirm that you did. Thanks from Wynn.

Staff Report: 175-25

To: Mayor and City Council
From: City Manager
Date: August 18, 2025

Subject

Contract for Washington State Government Relations - C-102017

Key Points

- The PSA is to assist the City with its Washington State government relations, including legislative and administrative.
- The PSA would be in place for a period of five years, with the option to renew the PSA for an additional five years, and not to exceed \$475,000.00 for the life of each contract.

Strategic Plan Alignment

High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise

Present Situation

The City issued a request for proposals for Washington State government relations services on May 28, 2025, the City received one (1) proposal. The required services included general education and insight into the administration and legislative budgets and potential impacts on the City of Vancouver; assisting the City in securing Southwest Washington delegation support and funding for identified policy priorities and projects; assisting the City in securing administration and legislative support and funding for the Interstate Bridge Replacement project; coordination with the City's federal government affairs consultant; research and provide information on state grant opportunities; and, regular meetings with City staff on specific issues to review, analyze and develop strategies.

After a review of all proposals, the evaluation committee selected Arbutus Consulting for a professional service contract. Staff proposes to execute a contract for a period of five years. The contract shall not exceed \$475,000. The parties may agree in writing to renew the Agreement up to 5 additional years. However, the total term, including any renewal(s), shall not exceed ten years.

Advantage(s)

1. The Contractor is familiar with City officials and staff and the issues facing the City.
2. The Contractor is familiar with the Southwest Washington state legislative delegation.

Challenge(s)

None

Budget Impact

Funds for these services have already been allocated in the budget.

Prior Council Review

None

Action Requested

On Monday, August 18, 2025, authorize the City Manager, or designee, to execute a Professional Services Agreement with Arbutus Consulting for the provision of Washington State government relations on an as-needed basis for five years. The total value of the contract will not exceed \$475,000 for the 5-year life of the contract.

Staff Contact

Aaron Lande, Assistant City Manager, aaron.lande@cityofvancouver.us

Attachments:

1. C-102017 RFP 30-25 Services Contract



**CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-102017
WASHINGTON STATE GOVERNMENT AFFAIRS CONSULTANT**

This Services Agreement (“Agreement”), effective on the date last signed below (the “Effective Date”) is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (“City”) and Arbutus Consulting a limited liability corporation organized under the laws of the State of Washington (“Contractor”). The City and Contractor are collectively referred to as the “Parties” or individually as a “Party”.

RECITALS

- A. The City desires to engage the Contractor to perform Services as described in this Agreement; and
- B. The City advertised and issued a request for proposals, numbered 30-25 (“Solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor capable of performing the required Services.

AGREEMENT

In consideration of the terms and conditions in this Agreement, the Parties agree as follows:

- 1. SCOPE OF SERVICES:** The Contractor agrees to provide the City with all services and materials provided in the Scope of Services, attached as Exhibit A, and in the City’s Solicitation, if any, and the Contractor’s responsive proposal to the City’s Solicitation, if any (the “Services”). Contractor shall obtain City Project Manager’s written approval prior to starting the Services.
- 2. COMPENSATION:** Payment to the Contractor for the Services described in this Agreement shall not exceed \$475,000.00 USD.

This payment shall be the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services. And it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment. Contractor agrees this compensation is adequate and sufficient for the timely provision of all Services under this Agreement.

City will limit compensation to the amount specified for each specific task and/or sub-task, unless amended in writing. Contractor shall complete the Services stated within the number of hours identified for each task, and/or sub-task, or for the lump sum amount associated with a task. If compensation is made on an hourly basis and the Services requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If Contractor underestimated the number of hours required to perform the Services, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of services requested by City. All Deliverables (as defined in Section 6) must be acceptable to City in its sole discretion.

City may reimburse Contractor for the following pre-approved travel expenses identified in its proposal upon submission of receipts to City: airfare, and lodging at the U.S. General Services Administration rates. For the avoidance of doubt, City will not reimburse Contractor wages incurred during travel time.

- 3. PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, from the previous month. Invoices must be submitted to the Project Manager, Aaron Lande, by email to aaron.lande@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, Aaron Lande, PO Box 1995, Vancouver, WA 98668.

City shall pay Contractor within 30 days of receipt of Contractor's invoice. The City will pay Contractor pursuant to Exhibit "B." The City may correct any invoice overpaid in error.

The Parties agree that any amount paid in error by City does not alter the fee schedule. City's contract/purchase order (PO) number on the notice to proceed must be referenced on any invoice submitted for payment.

4. TERM OF AGREEMENT: The term of this Agreement begins on the September 1, 2025 and continues until August 31, 2030. The Parties may agree in writing to renew the Agreement up to 5 additional years. However, the total term, including any renewal(s), shall not exceed ten years. The term and any renewal term are collectively the “Term.”

5. CITY DATA; DATA SECURITY

5.1 City Data. Contractor may obtain and process City Data in connection with the Services. “City Data” means the data City provides to Contractor in connection with the receipt of the Services and any data generated by Contractor in connection with providing the Services to City. City owns all City Data. City licenses City Data to Contractor solely for the purposes of providing the Services to City or improving the Services for City. Contractor shall not use City Data for any other purpose, including as artificial intelligence training data. Contractor acknowledges that compliance with Applicable Laws under Section 17 of the Agreement includes compliance with all applicable federal, state, and local data protection laws in its provision of the Services.

5.2 Data Security. If Contractor maintains City Data on Contractor systems it will comply with the following data security requirements.

5.2.1 Security Practices. Contractor shall develop, implement, and maintain appropriate administrative, physical, and technical safeguards that are designed to ensure the confidentiality, integrity and availability of City Data. Contractor will enact safeguards that are compliant with industry best practices for the specific City Data obtained by Contractor in connection with the Services.

5.2.2 Location of City Data. Contractor shall maintain City Data solely in data centers located in the United States.

5.2.3 Security Breaches. A “Security Breach” is any suspected or actual unauthorized access to or use of City Data in Contractor’s possession.

- a. **Notice.** Contractor will notify City within 24 hours of any Security Breach. Notice will include details regarding the Security Breach including impacted parties, specific data, and mitigation. Contractor will call 360.487.8888 (if after hours, follow prompt to connect to on-call personnel); email City with a read receipt to help.desk@cityofvancouver.us; and email to the City personnel contact for the Agreement.

- b. Coordination. Immediately after Contractor provides notification of a Security Breach the Parties will begin working together to contain, mitigate, investigate, respond to and remediate the Security Breach. Contractor will cooperate with all City requests in relation to the Security Breach in compliance with Applicable Law.
- c. Root Cause Analysis. As soon as possible following the Security Breach, Contractor will complete a root cause analysis and will provide a plan to City for remediation and prevention.
- d. Third-Party Notice. Contractor will work together with City to ensure compliance with RCW 19.255.010 if necessary and will make no statement or send notice to any third party regarding the Security Breach without City's prior written consent.
- e. Costs. In addition to its indemnification obligations, Contractor will reimburse City for all costs City incurs associated with any Security Breach, including forensic investigation, costs of providing notice to impacted parties, call centers and credit monitoring as applicable. Contractor will pay or reimburse City for all regulatory fines and other legal costs the City incurs associated with the Security Breach.

6. DELIVERABLES - INTELLECTUAL PROPERTY Contractor may create documents or other work product in connection with providing the Services ("Deliverables"). Contractor assigns and will assign to City all right, title, and interest in and to any Deliverables it creates in connection with providing the Services. Contractor may retain a copy of any Deliverable for its internal business purposes. Contractor's know-how, methodologies and processes are Contractor intellectual property. Contractor grants City a perpetual, irrevocable, royalty-free, worldwide license to use all Contractor intellectual property in connection with the Deliverables for any City purpose.

7. AUDIT RIGHTS: Contractor shall maintain records of all matters related to this Agreement in accordance with generally accepted accounting principles. Contractor shall provide the records to City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as City designates.

8. PUBLIC DISCLOSURE COMPLIANCE: Records relating to Agreement are subject to the following:

8.1 Confidential Information. Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). City may be required to disclose this Agreement or related records, including records in Contractor's possession,

pursuant to a public disclosure request. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.

8.2 Public Disclosure Compliance. City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.

8.3 Subpoenas. If either Party receives a subpoena requiring the disclosure of the other Party's information, that Party will notify the other party and provide a reasonable time for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from disclosing the subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.

8.4 City Data Confidentiality. Notwithstanding Section 8.1-3, Contractor will maintain the confidentiality of all City Data in its possession in conformance with Section 8.

9. STANDARD OF CARE: Contractor shall exercise the degree of skill and diligence normally employed by consultants in the same industry, performing the same or similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

10. DISPUTE RESOLUTION: City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.

11. TERMINATION FOR CONVENIENCE: City may terminate this Agreement at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.

12. TERMINATION FOR MATERIAL BREACH: If Contractor materially breaches by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule, or ordinance applicable to this Agreement, or becomes insolvent or declares bankruptcy, or makes an assignment for the benefit of creditors, Contractor shall not be entitled to receive any further payments under the Agreement until the Services are completed to City's satisfaction. City may provide Contractor a cure period in its sole discretion or may terminate the Agreement and, at City's option, obtain performance of the Services elsewhere.

13. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless City and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any claim, liability, loss, cost, expense, suit, and damages, including attorney's fees and consulting fees relating to (a) a third party claim for intellectual property infringement relating to the Contractor's Services or the Deliverables; (b) Contractor's negligence or willful misconduct; (c) Contractor's material breach of the Agreement; (d) Contractor's non-compliance with applicable law; (e) a third-party Washington Public Records Act claim involving Contractor information; and (f) Contractor's court action to enjoin release of Contractor information under the Washington Public Records Act.

City will promptly notify Contractor of a claim under this Section 13 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing.

Solely for negligence indemnification claims under (b) above, if Contractor is providing architectural, landscape architectural, engineering, or land surveying services as the Services under this Agreement, and Contractor and City are concurrently negligent, then Contractor will be required to indemnify City only to the extent of Contractor's negligence and will have no obligation to indemnify City for City's sole negligence, pursuant to RCW 4.24.115.

If Contractor or Contractor's employee is a licensed architect, professional engineer, land surveyor, or landscape architect and the Services are related to a construction project, Contractor expressly waives its industrial insurance immunity under the Washington Industrial Insurance Act Title 51 RCW. Contractor

acknowledges this waiver has been mutually negotiated and the Parties desire to incorporate this waiver pursuant to RCW 4.24.115(1)(b).

14. INSURANCE: Contractor shall maintain liability insurance for all claims for damages to the City, persons or property that arise from Contractor’s performance during the Term of this Agreement.

Contractor shall maintain the following insurance coverage.

COVERAGE	LIMITS OF LIABILITY
I. Umbrella Liability	
	\$1,000,000

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

- a. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.
- b. Coverage Trigger - Contractor’s insurance must be on an “occurrence” basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.
- c. Additional Insured Requirement - The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- d. Certificates - The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

- 15. RELATIONSHIP OF THE PARTIES.** The relationship of the Parties under this Agreement is that of independent contractors. Contractor is solely responsible for the manner, method, and means of providing the Services. Contractor and its employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Contractor will pay all Contractor personnel and pay all taxes, contributions, and benefits that may be required related to its personnel. Neither Party may bind the other except as expressly stated in this Agreement.
- 16. SUBCONTRACTING:** Contractor may subcontract for Services with City's prior written approval in its sole discretion. Contractor is solely responsible for its subcontractors' compliance with this Agreement and will pass through the terms of this Agreement to all subcontractors.
- 17. COMPLIANCE WITH APPLICABLE LAW:** Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations ("Applicable Laws"). Contractor shall modify the Services as necessary to comply with Applicable Laws.
- 18. E-VERIFY:** Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any subcontractors assigned to perform Services under this Agreement are eligible to work in the United States. Contractor shall provide compliance verification upon City's request.
- 19. TITLE VI COMPLIANCE:** Depending on the Services Contractor provides, the City may use federal funds to compensate Contractor. If federal funds are used, the City, Contractor, and any approved subcontractor must comply with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) (CRA) and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28 (1988) (CRRA). Contractor must confirm with City whether Title VI is applicable under this Agreement.
- 20. EQUAL EMPLOYMENT OPPORTUNITY:** The City is an equal opportunity employer. Contractor shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, citizenship or immigration status, age (40 or older), the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person

with a disability, genetic information, honorably discharged veteran or military status, or any other class protected by federal, state, or local employment discrimination laws.

21. ANTI-KICKBACK. City officers and employees shall not have or acquire an interest in the Agreement or solicit, accept, or give any item of value from a person or entity with an interest in this Agreement.

22. PERMITS, LICENSES, AND CERTIFICATIONS. Contractor is solely responsible for any license, permit or certificate that may be required by any federal, state or local law in connection with the performance of Contractor's obligations under this Agreement, including any business license. Contractor may contact the State of Washington Business License Service (BLS) at: 800-451-7985, www.bls.dor.wa.gov/cities/vancouver.aspx or visit the City's website found at www.cityofvancouver.us/businesslicense for assistance with the determination.

23. COOPERATIVE PURCHASING: The Washington State Interlocal Cooperation Act, chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By executing this Agreement, Contractor agrees that other public agencies may purchase goods and services under this Agreement at their own cost. City will have no liability or obligation related to Contractor related to that separate agency agreement. Therefore, City agrees to allow other public agencies to purchase services under this Agreement so long as City is not held financially or legally liable for any separate agency services received pursuant to the Agreement, and that any public agency purchasing under this Agreement file a copy of it in accordance with RCW 39.34.040.

24. DEBARMENT: Contractor certifies that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal, state or local department or agency.

25. NOTICES: All notices will be hand delivered, certified mail, or sent by electronic mail if agreed by the Parties. Notice will be effective when received if hand delivered, on the delivery date if certified mail, or when an email is sent. Notice must be addressed to the Parties at:

For the City:
Anna Vogel
City of Vancouver

For the Contractor:
Brian Enslow
Arbutus Consulting, LLC

415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
Email: anna.vogel@cityofvancouver.us

2026 36th Lane
Olympia, WA 98506
Email: brian@arbutusllc.com

Either Party may update its address for notice by giving written notice to the other Party.

26. ASSIGNMENT. Contractor shall not assign this Agreement without the express written consent of City. Any assignment in violation of this subsection is void. All terms of this Agreement are binding on any assignee.

27. ORDER OF PRECEDENCE: If there is a conflict between the terms of any document, the order of precedence is as follows: Amendments to this Agreement; this Agreement; City Purchase Orders; Contractor's responsive proposal to City's solicitation; and City's solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.

28. SURVIVAL. Sections 15 - 35 will survive any termination of this Agreement.

29. WAIVER. A Party's waiver of any term of this Agreement must be in writing and signed by the Party waiving compliance.

30. THIRD PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

31. GOVERNING LAW: This Agreement is governed by the laws of the State of Washington without regard to its conflicts of laws provisions. Venue for any action arising under this Agreement will be the state or federal courts for Clark County, Washington. The Parties waive any claim of inconvenient forum.

32. SEVERABILITY. If a court with jurisdiction over the matter determines any clause of this Agreement is unenforceable, it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible, the Court shall strike the clause and the remainder of the Agreement will remain in full force and effect.

33. AMENDMENTS: Any amendments to this Agreement must be in writing and signed by all Parties to this Agreement.

34. ENTIRE AGREEMENT: This Agreement, together with any amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.

35. COUNTERPARTS. This Agreement may be signed in counterparts. Each counterpart will be deemed an original and together the separate parts will form one Agreement.

City and Contractor enter the Agreement as of the Effective Date.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Arbutus Consulting, LLC

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

EXHIBIT "A":

Scope of Work

The City's scope of work includes, but is not limited to:

- General education and insight on the administration and legislative budgets and potential impacts on the City of Vancouver;
- Ongoing verbal and written communications regarding current and emerging State issues;
- Assisting the City in securing Southwest Washington delegation support and funding for identified policy priorities and projects;
- Assisting the City in securing administration and legislative support and funding for the Interstate Bridge Replacement project;
- Regular meetings with City staff on specific issues to review, analyze and develop strategies;
- Assist the City with creating effective, consistent and coordinated communications with the Southwest Washington delegation;
- Coordination with the City's federal government affairs consultant;
- Research and provide information on state grant opportunities; and,
- Provide information on delegation members' priorities and committee assignments.

The City reserves the right to add or subtract services as required to meet its needs. The City does not guarantee any minimum or maximum amount of work under this contract.

EXHIBIT "B":
Fee Schedule

Year 1 Monthly Cost:

\$7,250 monthly for services performed and completed under the terms and conditions as stated in this proposal.

Year 2 and 3 Monthly Cost:

\$7,500 monthly for services performed and completed under the terms and conditions as stated in this proposal.

Year 4 and 5 Monthly Cost:

\$7,750 monthly for services performed and completed under the terms and conditions as stated in this proposal.

Expenses:

Arbutus will not seek reimbursement for regular expenses. Regular expenses include but are not limited to mileage/gas for travel to and from Vancouver, and printed materials used for advocacy. Extraordinary expenses shall be pre-approved to be eligible for reimbursement.

Staff Report: 159-25

To: Mayor and City Council
From: City Manager
Date: August 18, 2025

Subject

Contract Amendment - United Rentals for Hygiene Units at Safe Stay and Safe Park Communities - C-101224

Key Points

- City staff would like to continue to rent modular/mobile shower/restroom units for the three Safe Stay Communities and one Safe Park site. These sites do not have easy access to water/sewer connection, so having self-contained units is a better fit for those locations.
- By providing hygiene units, this provides a critical service to those who were living outside. This brings sanitation and a healthier living environment which helps to improve the lives of our residents.
- The City Council is being asked to approve the spending limit from the previous budget amount of \$625,754 to \$636,383 for a new not-to-exceed amount of \$1,651,737, this is a 1.7% CPI increase. This will cover the next year's (June 2025-June 2026) of rentals and service.

Strategic Plan Alignment

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

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

Present Situation

A part of the Vancouver Homeless Plan calls for the establishment of Safe Stay Community sites where residents are provided shelter and personal hygiene facilities and are given access to social service providers to assist them in transitioning to permanent housing.

To date, all the Safe Stay Communities have been established, and a critical part of each site is to provide restrooms and showers. This service has improved sanitation and the health of our residents, who have to go without.

Advantage(s)

1. Improves service delivery of Safe Stay and Safe Park Communities, which are a key part of the Homelessness Plan.
2. Provides conditions more conducive to stabilization, and better outcomes for residents.

Challenge(s)

Residents would not have access to showers and would only have port-a-toilets and handwashing stations. This would be a much lower standard of hygiene.

Budget Impact

This amendment increases the contract by \$636,383 for services between June 2025 - June 2026. This is a contract extension from \$1,015,354 to \$1,651,737. Budget has been appropriated in the 2025/2026 biennium budget, and no additional funds will be requested.

Prior Council Review

August 26, 2024 - Consent

Action Requested

On Monday, Monday, August 18, 2025, authorize the City Manager, or designee, to execute a contract amendment for rental, waste removal and water fills of restroom/shower units (hygiene) to our safe stay and safe park communities.

Staff Contact

Kimbra Ledbetter, Financial Analyst, Kimbra.Ledbetter@cityofvancouver.us

Attachments:

1. Amendment No. 5
2. Amendment No. 4 Executed
3. Amendment No. 3 Executed
4. Amendment No. 2 Executed
5. Amendment No. 1 Executed
6. Shower Restroom Laundry Contract Final - United Site Services Signed



**Purchase Agreement C-101224
Amendment No. 5
Shower, Restroom and Laundry Units Rebid**

This fifth amendment (“Amendment”) amends the Purchase Agreement number C-101224 (“Agreement”) between the City of Vancouver, (“City”), and United Site Services of Nevada, Inc., a Nevada corporation doing business as United Site Services (“Contractor”) and is effective on the last day signed by a Party. Terms that are capitalized but undefined will have the meaning given them in the Agreement.

Recitals

1. The City desires to amend the Agreement to include certain terms related to the provision of the Contractor’s services (“work”).
2. The City desires to increase the total amount of compensation Contractor may receive under the Agreement.

Therefore, this Amendment amends the Agreement as follows:

1. Section 1 Statement of Work is amended as follows:

The Contractor agrees to provide the City all materials and services set forth in the scope of work described in the Agreement and in Schedule B (attached as Exhibit A to this Amendment), and as further described in the City’s solicitation, and the Contractor’s responsive proposal to the City’s solicitation, (collectively, the “Work”).

This agreement is for the rental, delivery and servicing of restroom, shower, and laundry solutions including non-plumbed and water heater options as described in Schedule B.

2. Section 4 General Requirements is amended to add Section 4(a) and 4(b) as follows:

4(a) Services Warranty: Contractor shall exercise the same degree of skill and diligence used by service providers performing the same or similar services. Contractor shall re-perform any Services that breach this warranty at no cost to City.

4(b) Audit: Contractor shall maintain and provide records related to this Agreement to City or any other governmental agency with jurisdiction for audit upon City’s reasonable request.

4(c) Subcontractors: Contractor may subcontract for Work with City's prior written approval. Contractor is solely responsible for its subcontractors' compliance with this Agreement and will pass through the terms of this Agreement to all subcontractors.

3. Section 5 Purchase Order is amended to **Section 5 Purchase Orders and Contractor Invoices** as follows:

Purchases will be authorized via valid Purchase Orders. Purchases shall correspond with the Purchase Order; any unauthorized advance or excess order is returnable at Contractor's expense. For services, Contractor shall submit monthly invoices to City to the Kimbra Ledbetter, by email to kimbra.ledbetter@cityofvancouver.us. Payment to the Contractor for the Work described in this Agreement shall not exceed \$1,651,737.00 USD.

4. Section 18 Proprietary and Confidential Information is deleted in its entirety and replaced with **Section 18 Public Disclosure Compliance** as follows:

PUBLIC DISCLOSURE COMPLIANCE: Records relating to Agreement are subject to the following:

18.1 Public Records. Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). City may be required to disclose this Agreement or related records, including records in Contractor's possession, pursuant to a public disclosure request. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended. Contractor is responsible for all costs associated with seeking judicial protection pursuant to RCW 42.56.540.

18.2 Public Disclosure Compliance. City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.

18.3 Subpoenas. If either Party receives a subpoena requiring the disclosure of the other Party's information, that Party will notify the other party and provide a reasonable time for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from disclosing the subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.

18.4 City Data Confidentiality. Notwithstanding Section 18.1-3, Contractor will maintain the confidentiality of all City Data in its possession. "City Data" means the data City provides to Contractor in connection with the receipt of the Services and any data generated by Contractor in connection with providing the Services to City that incorporates the data City provides to Contractor. City owns all City Data. City licenses City Data to Contractor solely for the purposes of providing the Services to City or improving the Services for City. Contractor shall not use City Data for any other purpose, including as artificial intelligence training data.

5. Section 34 Nondiscrimination is deleted in its entirety and replaced with **Section 34 Equal Employment Opportunity** as follows:

The City is an equal opportunity employer. Contractor shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, citizenship or immigration status, age (40 or older), the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, genetic information, honorably discharged veteran or military status, or any other class protected by federal, state, or local employment discrimination laws.

6. Section 38 Order of Precedence is added to the Agreement as follows:

The order of precedence for this Agreement is as follows: Amendments to this Agreement; this Agreement; City Purchase Orders; Contractor’s responsive proposal to City’s solicitation; and City’s solicitation. The Parties agree that terms included on any Purchase Order or Invoice provided by Contractor are not part of this Agreement.

7. Entire Agreement. All unamended terms in the Agreement or any earlier amendment remain in full force and effect. This Amendment, together with the Agreement and any earlier amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
United Site Services of Nevada, Inc.

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

City Attorney, City Attorney’s Office,

Exhibit A to the Amendment

SCHEDULE B: NON-PLUMBED RENTAL UNITS

Item No.	Estimated Quantity	Item Description	Monthly Price Per Unit	One Time Shipping Costs to Vancouver, WA	One Time Retrofit Pod Cost	Replacement Cost
1.	1 EA	WCA Combo Trailer	\$3,455.77	\$3,051.00	\$0.00	\$66,105.00
2.	1 EA	WCA Laundry Pod	\$5,085.00	\$3,051.00	\$13,221	\$66,105.00
3.	1 EA	ADA Combo	\$3,915.45	\$3,559.50	\$0.00	\$50,850.00
4.	1 EA	Gold ADA Combo	\$3,455.77	\$3,559.50	\$0.00	\$50,850.00
5.	1 EA	Small Gold Combo Trailer	\$3,455.77	\$1,017.00	\$0.00	\$50,850.00
6.	1 EA	250 Gal HT	\$40.68	\$61.02	\$0.00	\$1,220.40

Services Costs

Monthly cost for per unit for once-a-week waste removal: \$508.50

Monthly cost for per unit for once-a-week waste removal and water fills: \$533.93

Delivery: 45 days from receipt of purchase order.

WCA Combo Trailer includes: 1 toilet, 1 sink, 1 shower.

WCA Laundry Trailer includes: 2 washers and 2 dryers at ground level, 2 washers and 2 dryers stacked.

ADA combo pod includes: 1 shower, 1 toilet, 1 sink.

Gold ADA Combo Trailer: 1 ADA Compliant Shower, toilet, sink with internal Gray Water tank 245 gal, Black Water tank 196 gal and Fresh Water Tank 250 gal. Winter package included.

Small Gold Combo Trailer includes: 3 stalls, each with a toilet, sink and, shower.

Pumping will be performed within a 4–8-hour window agreed upon in writing by United Site Services and City of Vancouver Personnel.



**Purchase Agreement C-101224
Amendment No. 4
Safe Stay/Safe Park Shower, Restroom and Laundry Units**

This fourth amendment ("Amendment") amends the Purchase Agreement number C-101224 ("Agreement") between the City of Vancouver, ("City"), and United Site Services of Nevada, Inc., a Nevada corporation doing business as United Site Services ("Contractor") and is effective on the last day signed by a Party. Terms that are capitalized but undefined will have the meaning given them in the Agreement.

This Amendment amends the Agreement as follows:

- 1. **Section 2 Term of Agreement**, as amended by Amendment 2 to this Agreement, is amended as follows:

This Agreement is effective as of the last signature of the Agreement (June 23, 2023) with an option to extend for four (4) additional one (1) year periods. This Amendment extends the term of the Agreement to June 30, 2026. The maximum term for this Agreement is five (5) years.

- 2. **Entire Agreement**. All unamended terms in the Agreement or any earlier amendment remain in full force and effect. This Amendment, together with the Agreement and any earlier amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.

CITY OF VANCOUVER

A municipal corporation

Signed by:

C084EA446CF9483...
Lon Pluckhahn, City Manager

6/20/2025

Date

Attest:

DocuSigned by:

493E940414AE4BD...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

A17C6F7FA2AC4D4...
Nena Cook, City Attorney, City Attorney's Office

Amendment No. 4

CONTRACTOR:

United Site Services

Signed by:

6975E15BD430489...
Signature

Angela Fleming

Government Bid/Contract Lead

Printed Name /Title

6/10/2025

Date

PURCHASE AGREEMENT C-101224

AMENDMENT No. 3

Safe Stay/Safe Park Shower, Restroom and Laundry Units

This Agreement amends the Purchase Agreement number C-101224 by and between the City of Vancouver, hereinafter referred to as "City", and United Site Services, hereinafter referred to as "Contractor", for goods and services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$625,745 to a revised authorized amount of \$1,015,354.


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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
United Site Services

Signed by:

75A9183485CA467... City Manager

Signed by:

6975E15BD430489...
Signature

9/24/2024
Date

Angela Fleming Government Bid/Contract Lead
Printed Name /Title

Attest:

9/11/2024
Date

DocuSigned by:

493E940414AE4BD... City Clerk

Approved as to form:

DocuSigned by:

9A7DC2E31F694A2... ung, City Attorney

SERVICE AGREEMENT C-101224

AMENDMENT No. 2

Safe Park Shower, Restroom, Laundry Units

This Agreement amends the Professional Services Agreement number C-101224 by and between the City of Vancouver, hereinafter referred to as "City", and United Site Services, hereinafter referred to as "Contractor", for services offered.

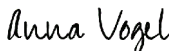
This amendment amends the original agreement as follows:

1. **Amend** the language contained in Section 2, Term of Agreement, with language in herein:
 - Termination date of agreement extended to 6/22/2025.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

CITY OF VANCOUVER

A municipal corporation

DocuSigned by:

 7C05B7FF675849B...
 Anna L. Vogel, Procurement Manager

3/6/2024

Date

Attest:

DocuSigned by:

 BCF6734E40E94AE...
 Natasha Kamras, City Clerk


Approved as to form:

DocuSigned by:

 E1935B9517E94D2...
 Tricia Juettemeyer, Assistant City Attorney

CONTRACTOR:

United Site Services


 Digitally signed by Angela L. Fleming
 DN: E=Angela.Fleming@unitedsiteservices.com,
 CN=Angela L. Fleming, OU=CorporateOffice,
 OU=USS Users, DC=ussi-corp, DC=com
 Date: 2024.03.06 09:16:20-05'00'

Signature Angela Fleming
 Government Bid/Contract Lead
 govteam@unitedsiteservices.com

Printed Name /Title

6 Mar 24

Date

AMENDMENT No. 1

Shower, Restroom, Laundry Units Rebid

This Agreement amends the contract number C-101224 by and between the City of Vancouver, hereinafter referred to as "City", and United Site Services of Nevada hereinafter referred to as "Contractor", whose address is 12210 SE Knez way Clackamas, OR 97015 for services offered.

This amendment amends the original agreement as follows:

- 1. **Amend** the language contained in Section 1, Statement Of Work by adding the following language:

Safe Stay Site 1: Requires 1 ADA shower/restroom, 1 standard shower/restroom and, if possible, a laundry unit. This site will accommodate a 34ft x 8ft unit.

- 2. **Replace** Schedule B attached hereto and incorporated by this reference.

- 1. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.


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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
United Site Services of Nevada

DocuSigned by:

75A9188486CA467...
Eric Holmes, City Manager

DocuSigned by:

B975E15BD430489...
Signature

10/24/2023
Date


Government Bid/Contract Lead
Printed Name /Title

Attest:

10/24/2023
Date

DocuSigned by:
Natasha Ramras
BCF6734E40E94AE...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

9A7DQ2E31F694A2...
Jonathan Young, City Attorney

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

This agreement is for the rental and delivery of restroom, shower, and laundry solutions including plumbed/non-plumbed and water heater options. The City desires each site to, at a minimum, include:

Safe Stay Site 1: Requires 1 ADA shower/restroom, 1 standard shower/restroom and, if possible, a laundry unit. This site will accommodate a 34ft x 8ft unit.

Safe Stay Site 2: Requires 1 ADA shower/restroom, 1 standard shower/restroom and, if possible, a laundry unit. This site will accommodate a 34ft x 8ft unit. This site is not plumbed and must include tanks sufficient to support as many people as possible and a power source.

Safe Stay Site 4: Requires 1 ADA shower/restroom, 1 standard shower/restroom and optional laundry with 2 washer/dryer units. This site is not plumbed and must include tanks sufficient to support as many people as possible and a power source.

Safe Park 1: Requires 1 ADA shower/restroom, 1 standard shower/restroom and optional laundry with 2 washer/dryer units, will accommodate 40 feet. This site is not plumbed and must include tanks sufficient to support as many people as possible and a power source.

If additional amenities can fit within the space of each site the City may request additional options for expanding the options listed above.

SCHEDULE B: NON-PLUMBED RENTAL UNITS

Item No.	Estimated Quantity	Item Description	Monthly Price Per Unit	One Time Shipping Costs to Vancouver, WA	One Time Retrofit Pod Cost	Replacement Cost
1.	1 EA	WCA Combo Trailer	\$3,398.00	\$3,000.00	\$0.00	\$65,000.00
2.	1 EA	WCA Laundry Pod	\$5,000.00	\$3,000.00	\$13,000	\$65,000.00
3.	1 EA	ADA Combo	\$3,850.00	\$3,500.00	\$0.00	\$50,000.00
4.	1 EA	Gold ADA Combo	\$3,398.00	\$3,500.00	\$0.00	\$50,000.00
5.	1 EA	Small Gold Combo Trailer	\$3,398.00	\$1,000	\$0.00	\$50,000.00
6.	1 EA	250 Gal HT	\$40.00	\$60.00	\$0.00	\$1,200

Services Costs

Monthly cost for per unit for once-a-week waste removal: \$500

Monthly cost for per unit for once-a-week waste removal and water fills: \$525

Delivery: 45 days from receipt of purchase order.

WCA Combo Trailer includes: 1 toilet, 1 sink, 1 shower.

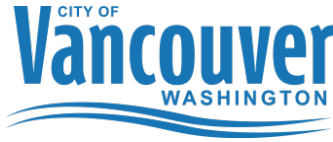
WCA Laundry Trailer includes: 2 washers and 2 dryers at ground level, 2 washers and 2 dryers stacked.

ADA combo pod includes: 1 shower, 1 toilet, 1 sink.

Gold ADA Combo Trailer: 1 ADA Compliant Shower, toilet, sink with internal Gray Water tank 245 gal, Black Water tank 196 gal and Fresh Water Tank 250 gal. Winter package included.

Small Gold Combo Trailer includes: 3 stalls, each with a toilet, sink and, shower.

Pumping will be performed within a 4–8-hour window agreed upon by United Site Services and City of Vancouver Personnel.



**CITY OF VANCOUVER
PURCHASE AGREEMENT # C-101224
Shower, Restroom, Laundry Units Rebid**

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

WHEREAS, the City desires to engage the Contractor to provide the commodities requested as described in this Agreement; and

WHEREAS, the City advertised and issued Request for Proposals, numbered 3-23 (hereinafter referred to as the "solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor be capable of providing the required commodities; and

WHEREAS, the Contractor represents by entering into this Agreement that it is fully qualified to provide the commodities described herein and warranties and guarantees to the full satisfaction of the City.

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

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

This agreement is for the rental and delivery of restroom, shower, and laundry solutions including plumbed/non-plumbed and water heater options. The City desires each site to, at a minimum, include:

Safe Stay Site 2: Requires 1 ADA shower/restroom, 1 standard shower/restroom and, if possible, a laundry unit. This site will accommodate a 34ft x 8ft unit. This site is not plumbed and must include tanks sufficient to support as many people as possible and a power source.

Safe Stay Site 4: Requires 1 ADA shower/restroom, 1 standard shower/restroom and optional laundry with 2 washer/dryer units. This site is not plumbed and must include tanks sufficient to support as many people as possible and a power source.

Safe Park 1: Requires 1 ADA shower/restroom, 1 standard shower/restroom and optional laundry with 2 washer/dryer units, will accommodate 40 feet. This site is not plumbed and must include tanks sufficient to support as many people as possible and a power source.

If additional amenities can fit within the space of each site the City may request additional options for expanding the options listed above.

2. **TERM OF AGREEMENT:** This Contract is effective as of the last signature of the Contract with an option to extend for four (4) additional one (1) year periods. The maximum term for this Agreement is five (5) years.
3. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; the Contractor's responsive proposal to the City's solicitation and the City's solicitation.
4. **GENERAL REQUIREMENTS:** The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Vancouver City Charter, the Vancouver Municipal Code (VMC), and ordinance of the City of Vancouver; and rules, regulations, orders, and directives of their respective administrative agencies and officers.
5. **PURCHASE ORDER:** Purchases will be authorized via valid Purchase Orders. Purchases shall correspond with the Purchase Order; any unauthorized advance or excess order is returnable at Contractor's expense.
6. **ORDER QUANTITY:** This is an as-needed Agreement; orders will be placed with Contractor via signed Purchase Orders on an as-needed basis. The City is not obligated to any minimum or maximum quantities under this Agreement.
7. **PRICES:** The applicable prices are set forth herein and must be valid for one year from the effective date of this Agreement. Price adjustments may be requested for consideration each year thereafter; the City, at its sole discretion, may approve that request. Request for price increases shall be supported by the applicable Producer Price Index for the Seattle-Tacoma-Bremerton area for the immediate, previous four (4) quarters.
8. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in

the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.

- 9. SCHEDULE:** Unless the City requests a change in schedule, the Contractor shall deliver the required commodities and any associated services by the “Delivery Date” stated on the signed purchase order.

In the event that the equipment and related services are not provided and/or delivered in the timelines specified in the Purchase Order, the City reserves the right to reject the product and service and cancel the Purchase Order in its entirety. The City shall bear zero expense due to this breach.

- 10. DELIVERY:** All costs referenced must be F.O.B. Vancouver, Washington, Prepaid and Allowed (freight included in the unit cost), prepaid with all transportation and handling charges paid by the Contractor. Responsibility and risk of loss or damage shall remain with the Contractor until final inspection and acceptance when responsibility shall pass to the City except as to latent defects, fraud, and the Contractor’s warranty obligations.

- 11. PAYMENT:** Invoices will be paid at net thirty (30) days after the City’s receipt and acceptance of the completed apparatus and associated services, provided that all appropriate information has been listed on the invoice and necessary forms have been submitted. Payment periods may be computed from either the date of delivery of all materials ordered, the completion of all services, or the date of receipt of a correct invoice, or the date the invoice is received in the Accounts Payable department, whichever date is later. No payment shall be due prior to the City’s receipt and acceptance of the materials identified in the invoice thereof.

- 12. TAXES:** The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Agreement; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Agreement, provided, however, that any taxes that apply directly to the sale, such as a state or local sales tax, shall be added to the purchase price set forth in the Purchase Order.

- 13. ADJUSTMENTS:** The City at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.

- 14. ASSIGNMENT:** This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party.

- 15. WAIVER:** The City’s failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City’s waiver of any breach hereunder shall

not thereafter waive any other term, condition, or privilege, whether of the same or similar type.

- 16. RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
- 17. OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.
- 18. PROPRIETARY AND CONFIDENTIAL INFORMATION:** The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the CONTRACTOR to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for information that CONTRACTOR has marked as "Proprietary and Confidential," the City shall notify the CONTRACTOR of such request and withhold disclosure of such information for not less than FIVE (5) business days, to permit the CONTRACTOR to seek judicial protection of such information, provided that the CONTRACTOR shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.
- 19. WARRANTIES:** All products and related services, except as specified below, shall be warranted against faulty workmanship and materials by the Contractor for a minimum period of one (1) year from the date of acceptance by the City. Warranty shall include all costs incurred for repair or replacement except that which is damaged by misuse or abuse. This one (1) year warranty shall in no way affect normal extended or manufacturer's warranty exceeding this one (1) year period. Contractor warrants that all goods and services furnished under this Agreement are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Agreement.

20. TERMINATION FOR CONVENIENCE: The City may terminate this contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon “notice of termination” given by the City.

21. TERMINATION FOR CAUSE: In the event the Supplier is, or has been, in violation of the terms of this Contract, including the Invitation to Bid, the Owner reserves the right, upon written notice to the Supplier, to cancel, terminate, or suspend this contract in whole or in part for default. Termination shall be effected by serving a notice of termination on the Supplier setting forth the manner in which the Supplier is in default. The Supplier will be paid only the contract price for goods rendered in accordance with the manner of performance set forth in the Contract.

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

22. OPPORTUNITY TO CURE: The Owner at its sole discretion may in lieu of a termination allow the Supplier to cure the defect(s), by providing a “Notice to Cure” to Supplier setting forth the remedies sought by Owner and the deadline to accomplish the remedies. If the Supplier fails to remedy to the Owner’s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the Owner shall have the right to terminate the Contract without any further obligation to the Supplier. Any such termination for default shall not in any way operate to preclude the Owner from also pursuing all available remedies against the Supplier and it’s sureties for said breach or default, including but not limited to termination of this Contract for convenience.

23. EVALUATION AND COMPLIANCE WITH THE LAW: The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

24. CITY BUSINESS AND OCCUPATION LICENSE: The Contractor, at no expense to the City, shall be responsible to obtain all necessary licenses, permits, and similar legal authorizations required to perform the work associated with this Agreement. The Contractor will be required to hold a city business license if working within Vancouver city limits. The Contractor shall apply for city license via the State of Washington Department of Revenue (DOR), Business Licensing Service (BLS), at: <https://secure.dor.wa.gov/>. For application assistance, contact DOR BLS at 360-705-6741. For more information about city business license regulations and fees, see: www.cityofvancouver.us/businesslicense or call 360-487-8410 option 3.

25. LIABILITY AND HOLD HARMLESS: Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

26. INSURANCE: The Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

All liability insurance required herein shall be under a Comprehensive or Commercial General Liability and business policies.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000

III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
IV. Umbrella Liability	
<i>Each Claim</i>	<i>\$1,000,000</i>
<i>Annual Aggregate</i>	<i>\$5,000,000</i>

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

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

All policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

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

For the City:

Anna Vogel

City of Vancouver

415 W 6th Street

P O Box 1995

Vancouver WA 98668-1995

Email: anna.vogel@cityofvancouver.us

For the Contractor:

Dylan Schmelz

United Site Services

12210 SE Knez Way

Clackamas, OR 97015

Email: Dylan.Schmelz@unitedsiteservices.com

Either party may change the designated contact or any information listed above by giving advance notice in writing to the other party.

28. AMENDMENTS: All changes to this Agreement, including changes to the statement of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.

29. SCOPE OF AGREEMENT: This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

30. RATIFICATION: Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

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

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

- 33. DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.
- 34. NONDISCRIMINATION:** During the term of this Contract, the Supplier agrees as follows: The Supplier will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Supplier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 35. BINDING EFFECT:** The provisions, covenants, and conditions in this Agreement apply to bind the parties, their legal heirs, representatives, successors, and assigns.
- 36. REMEDIES CUMULATIVE:** Remedies under this Agreement are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
- 37. SEVERABILITY:** Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions, unless the result of same would clearly be contrary to the overall intent of the parties in entering into this Agreement.

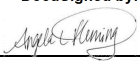
The undersigned, as the authorized representatives of the City and Contractor respectively, agree to all of the terms and conditions contained in this Agreement, as of the dates set forth below.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
United Site Services

DocuSigned by:

Eric Hofmes, City Manager

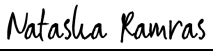
DocuSigned by:

Signature

6/23/2023
Date

Angela Fleming Government Bid/Contract Lead
Printed Name /Title

Attest:

6/16/2023
Date

DocuSigned by:

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

Jonathan Young, City Attorney

SCHEDULE B: NON-PLUMBED RENTAL UNITS

Item No.	Estimated Quantity	Item Description	Monthly Price Per Unit	Monthly Cleaning Cost Per Unit	One Time Shipping Costs to Vancouver, WA	One Time Retrofit Pod Cost	Replacement Cost
1.	1 EA	WCA Combo Trailer	\$3,398.00	\$ 525.00	\$3,000.00	\$0.00	\$65,000.00
2.	1 EA	WCA Laundry Pod	\$5,000.00	\$ 525.00	\$3,000.00	\$13,000	\$65,000.00
3.	1 EA	ADA Combo	\$3,850.00	\$525.00	\$3,500.00	\$0.00	\$50,000.00
4.	1 EA	Small Gold Combo Trailer	\$2,950	\$3,136	\$1,000	\$0.00	\$50,000
5.	1 EA	250 Gal HT	\$40.00	\$250.00	\$60.00	\$0.00	\$1,200

Delivery: 45 days from receipt of purchase order.

Monthly Cleaning Cost Per Unit include: two times weekly waste removal and water fills.

WCA Combo Trailer includes: 1 toilet, 1 sink, 1 shower.

WCA Laundry Trailer includes: 2 washers and 2 dryers at ground level, 2 washers and 2 dryers stacked.

ADA combo pod includes: 1 shower, 1 toilet, 1 sink.

Small Gold Combo Trailer includes: 3 stalls, each with a toilet, sink and, shower.

Pumping will be performed within a 4–8-hour window agreed upon by United Site Services and City of Vancouver Personnel.

To: Mayor and City Council
From: City Manager
Date: August 18, 2025

Subject

Approval of Claim Vouchers

Action Requested

Approve claim vouchers for August 18, 2025.

Attachments:

1. August 18, 2025 Claim Vouchers

VOUCHER APPROVAL

We, the undersigned council members of the City of Vancouver, Clark County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers listed below are approved for payment in the amount of:

\$ 13,152,692.69 this 18th day of August 2025.

MAYOR

COUNCILMEMBER

AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
August 04, 2025 - August 10, 2025	Accounts Payable Checks (see attached)	\$ 8,391,277.71
August 04, 2025 - August 10, 2025	Hansen City Payments (see attached)	\$ 88,620.59
August 04, 2025 - August 10, 2025	Visa Refunds (see attached)	\$ 1,475.00
August 04, 2025 - August 10, 2025	Payroll Checks (see attached)	\$ 4,671,319.39
TOTAL		\$ 13,152,692.69

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
Miscellaneous Payment	Check	26626	8/6/2025	57.00	Arnada Pointe Apartment Homes	Refund duplicate payment to INV#77053750
Miscellaneous Payment	Check	26627	8/6/2025	200.00	BRUCE'S HANDYMAN SERVICE	Refund of overcharged 2023 Business License fee.
Miscellaneous Payment	Check	26628	8/6/2025	1,006.40	Cascadia Development Partners	LUP-83981 (jobsite: 19530 SE Brady Rd 1A)
Miscellaneous Payment	Check	26629	8/6/2025	120.00	Fircrest Neighborhood Association	2025 RecycleU
Miscellaneous Payment	Check	26630	8/6/2025	100.00	Image Neighborhood	2025 Resource Conservation Challenge
Miscellaneous Payment	Check	26631	8/6/2025	7.74	JOSEPH LENAHAN	Refund of Parking Permit no longer needed
Miscellaneous Payment	Check	26632	8/6/2025	100.00	Landover Sharmel Neighborhood Association	2025 Resource Conservation Challenge
Miscellaneous Payment	Check	26633	8/6/2025	120.00	Lewis & Clark Woods Neighborhood Association	2025 RecycleU
Miscellaneous Payment	Check	26634	8/6/2025	145.00	Michael Phillips	Refund parking permit COV11639 - no longer needed
Miscellaneous Payment	Check	26635	8/6/2025	74.00	MSHS-Pacific Power Group	MPE-374805
Miscellaneous Payment	Check	26636	8/6/2025	25.16	Nathan Huseman	Refund parking permit #COV13456
Miscellaneous Payment	Check	26637	8/6/2025	101.09	PLS Engineering	Refund parking permit #COV14305
Miscellaneous Payment	Check	26638	8/6/2025	120.00	Riveridge Neighborhood Association-Laurie Bryson (Harpel), Treasurer	2025 RecycleU
Ad Hoc Payment	Check	26639	8/6/2025	66.55	Abraham Family Trust	3018 U ST .VANCOUVER,WA,98663
Ad Hoc Payment	Check	26640	8/6/2025	494.77	Alex Johnson or Travis Hernandez	9110 NE 145TH AVE .VANCOUVER,WA,98682
Ad Hoc Payment	Check	26641	8/6/2025	16.66	Arvizu,Susan	3526 SE 198TH AVE .CAMAS,WA,98607
Ad Hoc Payment	Check	26642	8/6/2025	58.31	Beckley,David	3210 SE 154TH AVE .VANCOUVER,WA,98683
Ad Hoc Payment	Check	26643	8/6/2025	290.85	Beville,James or Claudette	4009 NW ROSE ST .VANCOUVER,WA,98660
Ad Hoc Payment	Check	26644	8/6/2025	121.58	Bigenho,Peggy	4300 NE 57TH PL .VANCOUVER,WA,98661
Ad Hoc Payment	Check	26645	8/6/2025	163.19	Cai,Weiping	1349 SE 194TH PL .CAMAS,WA,98607
Ad Hoc Payment	Check	26646	8/6/2025	63.79	Carbaugh,James or Michelle	10002 NE 9TH ST .VANCOUVER,WA,98664
Ad Hoc Payment	Check	26647	8/6/2025	230.45	Century 21 Northstar	903 SE 152ND AVE .VANCOUVER,WA,98683
Ad Hoc Payment	Check	26648	8/6/2025	38.02	Collins,Deborah	849 NE 109TH CT .VANCOUVER,WA,98664
Ad Hoc Payment	Check	26649	8/6/2025	140.87	Donald Newcomb or Brenda Wilson	10504 NE 153RD AVE .VANCOUVER,WA,98682
Ad Hoc Payment	Check	26650	8/6/2025	52.59	Estate of Rosemarie Reyes	5264 NE 121ST AVE .VANCOUVER,WA,98682
Ad Hoc Payment	Check	26651	8/6/2025	35.50	Geilenfeldt,Laura or Ahren	2511 E 28TH ST .VANCOUVER,WA,98661
Ad Hoc Payment	Check	26652	8/6/2025	415.49	Gilmore,Theresa	316 E 27TH ST .VANCOUVER,WA,98663
Ad Hoc Payment	Check	26653	8/6/2025	180.00	Hall,Richard	9120 NE 54TH ST .VANCOUVER,WA,98662
Ad Hoc Payment	Check	26654	8/6/2025	107.50	Hormann,John or Rebecca	1605 NW 60TH ST .VANCOUVER,WA,98663
Ad Hoc Payment	Check	26655	8/6/2025	198.83	Hunter Miller,Laura	15798 SE 15TH ST .VANCOUVER,WA,98683
Ad Hoc Payment	Check	26656	8/6/2025	183.00	Hurt,Braden or Amy	13020 NE 26TH ST .VANCOUVER,WA,98684
Ad Hoc Payment	Check	26657	8/6/2025	231.86	Javier Silva Santisteban or Danielle Hilderbrand	12301 NE 83RD ST .VANCOUVER,WA,98682
Ad Hoc Payment	Check	26658	8/6/2025	28.67	Joel Carlson or Charlotte Toews	4306 NE MORROW RD .VANCOUVER,WA,98682
Ad Hoc Payment	Check	26659	8/6/2025	106.43	Johnson,Blaine	19714 SE 30TH CIR .CAMAS,WA,98607
Ad Hoc Payment	Check	26660	8/6/2025	838.35	Jordan,Brett	Utility Refunds: 0056076400-04
Ad Hoc Payment	Check	26661	8/6/2025	59.63	Karl Walters or Glen Blanchard	611 W 31ST ST .VANCOUVER,WA,98660
Ad Hoc Payment	Check	26662	8/6/2025	73.73	Kath Family Irrevocable Trust	15403 SE 33RD ST .VANCOUVER,WA,98683
Ad Hoc Payment	Check	26663	8/6/2025	11.19	KPN Properties LLC	7600 NE VANCOUVER MALL DR .VANCOUVER,WA,98662
Ad Hoc Payment	Check	26664	8/6/2025	296.00	Krumbein,John	15911 SE 1ST ST .VANCOUVER,WA,98684
Ad Hoc Payment	Check	26665	8/6/2025	224.36	Kupchynskiy,Mykola	10416 NE 104TH ST .VANCOUVER,WA,98662
Ad Hoc Payment	Check	26666	8/6/2025	196.00	Leathers,Joshua	2311 SIMPSON AVE .VANCOUVER,WA,98660
Ad Hoc Payment	Check	26667	8/6/2025	90.99	Lewis,Christopher	3806 NE 124TH AVE .VANCOUVER,WA,98682
Ad Hoc Payment	Check	26668	8/6/2025	240.87	Longwell,James or Tyler	7206 NE 74TH AVE .VANCOUVER,WA,98662
Ad Hoc Payment	Check	26669	8/6/2025	65.20	Lovern,Drew	2611 NE 50TH CIR .VANCOUVER,WA,98663

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Ad Hoc Payment	Check	26670	8/6/2025	125.64	Luke,Joshua	14408 NE 84TH ST .VANCOUVER,WA,98682
Ad Hoc Payment	Check	26671	8/6/2025	24.36	Luke,Stephanie or Joshua	14408 NE 84TH ST .VANCOUVER,WA,98682
Ad Hoc Payment	Check	26672	8/6/2025	59.91	Newton,Danielle	5905 NE 48TH ST .VANCOUVER,WA,98661
Ad Hoc Payment	Check	26673	8/6/2025	231.00	Nguyen,Hai or Le	15414 NE 17TH ST .VANCOUVER,WA,98684
Ad Hoc Payment	Check	26674	8/6/2025	99.82	Nylund Homes	1414 BRANDT RD .VANCOUVER,WA,98661
Ad Hoc Payment	Check	26675	8/6/2025	129.58	Nylund Homes Inc	910 SE 123RD AVE .VANCOUVER,WA,98683
Ad Hoc Payment	Check	26676	8/6/2025	113.16	Paige,Liliya or Jeff	4511 NE 41ST ST .VANCOUVER,WA,98661
Ad Hoc Payment	Check	26677	8/6/2025	150.00	Panfilio Davidson,Simmony	3203 SE 196TH AVE .CAMAS,WA,98607
Ad Hoc Payment	Check	26678	8/6/2025	204.60	Pelky,Deborah or Howard	3120 SE BALBOA DR .VANCOUVER,WA,98683
Ad Hoc Payment	Check	26679	8/6/2025	130.00	Raed Farah or Melody Christ	10701 NE 88TH ST .VANCOUVER,WA,98662
Ad Hoc Payment	Check	26680	8/6/2025	65.54	Rife,Mara or Jake	7025 NE 156TH PL .VANCOUVER,WA,98682
Ad Hoc Payment	Check	26681	8/6/2025	1,017.00	Royer,Shalome	5516 NE 69TH AVE .VANCOUVER,WA,98661
Ad Hoc Payment	Check	26682	8/6/2025	175.49	Sandoval,Amber or Michael	3107 WEIGEL AVE .VANCOUVER,WA,98660
Ad Hoc Payment	Check	26683	8/6/2025	185.61	Serface,Justin or Renee	2713 NE 84TH AVE .VANCOUVER,WA,98662
Ad Hoc Payment	Check	26684	8/6/2025	112.82	Sierra Kneeland or Calvin Hafner Quick	3208 NE 39TH ST .VANCOUVER,WA,98661
Ad Hoc Payment	Check	26685	8/6/2025	130.04	Smeller,Joshua	15901 NE 10TH ST .VANCOUVER,WA,98684
Ad Hoc Payment	Check	26686	8/6/2025	192.67	Smith,Jacob or Danielle	5813 NE 58TH CIR .VANCOUVER,WA,98661
Ad Hoc Payment	Check	26687	8/6/2025	3,241.63	Sreit Arnada Pointe LLC	4820 NE HAZEL DELL AVE .VANCOUVER,WA,98663
Ad Hoc Payment	Check	26688	8/6/2025	166.00	Steinbaugh,Melody	4009 E 14TH ST .VANCOUVER,WA,98661
Ad Hoc Payment	Check	26689	8/6/2025	106.47	Steve,Mary	510 SE 110TH AVE .VANCOUVER,WA,98664
Ad Hoc Payment	Check	26690	8/6/2025	14.18	The Estate of Ronald Cass	3903 PLOMONDON ST .VANCOUVER,WA,98661
Ad Hoc Payment	Check	26691	8/6/2025	135.92	Valentine Revocable Living Trust	3501 SE 198TH AVE .CAMAS,WA,98607
Ad Hoc Payment	Check	26692	8/6/2025	128.10	Wright,Mark or Yihong	1901 NORRIS RD .VANCOUVER,WA,98661
Ad Hoc Payment	Check	26693	8/6/2025	43.38	Yacoby,Mary Jane or Joel	6922 NE 66TH ST .VANCOUVER,WA,98661
Ad Hoc Payment	Check	26694	8/6/2025	289.00	Zink,Daniel or Monica	18412 NE 78TH WAY .VANCOUVER,WA,98682
Supplier Payment	Check	26695	8/6/2025	58.80	Airgas, Inc	
Supplier Payment	Check	26696	8/6/2025	228.48	Albina Holdings Inc	
Supplier Payment	Check	26697	8/6/2025	2,859.26	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	26698	8/6/2025	8,680.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	26699	8/6/2025	136.00	American Sani-Can	
Supplier Payment	Check	26700	8/6/2025	375.00	AT & T Mobility National Accounts LLC - Remit-To: Legal Demand Center for Law Enforcement	
Supplier Payment	Check	26701	8/6/2025	4,940.00	Barran Liebman LLP	
Supplier Payment	Check	26702	8/6/2025	89,537.32	Bud Clary Chevrolet, Cadillac Inc	
Supplier Payment	Check	26703	8/6/2025	15,221.03	Celco Partnership - Remit-To: Celco - Dallas	
Supplier Payment	Check	26704	8/6/2025	42.14	Cintas	
Supplier Payment	Check	26705	8/6/2025	5,451.60	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	26706	8/6/2025	544,922.72	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	26707	8/6/2025	275,883.43	Clary Longview LLC	
Supplier Payment	Check	26708	8/6/2025	14,948.69	Columbia Resource Company	
Supplier Payment	Check	26709	8/6/2025	7,800.00	Concord Adult Care Home, LLC	
Supplier Payment	Check	26710	8/6/2025	2,169.45	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	26711	8/6/2025	348.16	Day Management Corp - Remit-To: Day Wireless - Milwaukie	
Supplier Payment	Check	26712	8/6/2025	216.31	Deep Roots Pest and Wildlife Innovations LLC	
Supplier Payment	Check	26713	8/6/2025	1,027.20	Department of Labor & Industries / Elevator Section	
Supplier Payment	Check	26714	8/6/2025	36,774.40	Ennis-Flint, Inc. - Remit-To: Ennis-Flint, Inc.	
Supplier Payment	Check	26715	8/6/2025	235.00	Evergreen School District 114	

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Supplier Payment	Check	26716	8/6/2025	56.58	Experian Marketing Solutions - Remit-To: Experian - Los Angeles	
Supplier Payment	Check	26717	8/6/2025	803.04	Fenton Transcription, LLC	
Supplier Payment	Check	26718	8/6/2025	1,302.58	Ferox Fleet Services, INC	
Supplier Payment	Check	26719	8/6/2025	518.29	First-Citizens Bank & Trust Company	
Supplier Payment	Check	26720	8/6/2025	1,000.00	Fountaine Consulting Services, LLC	
Supplier Payment	Check	26721	8/6/2025	498.55	Global Payments Inc	
Supplier Payment	Check	26722	8/6/2025	81.61	J-2 Blueprint Supply Co.	
Supplier Payment	Check	26723	8/6/2025	3,375.00	Kramer Gehlen & Associates	
Supplier Payment	Check	26724	8/6/2025	2,489.85	Level 3 Financing, Inc	
Supplier Payment	Check	26725	8/6/2025	662.75	MedTox Laboratories, Inc.	
Supplier Payment	Check	26726	8/6/2025	2,232.92	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	26727	8/6/2025	383.24	Parametrix, Inc	
Supplier Payment	Check	26728	8/6/2025	17,537.00	Parkeon	
Supplier Payment	Check	26729	8/6/2025	557.64	Performance Systems Integration, LLC - Remit-To: Performance Systems Integration, LLC	
Supplier Payment	Check	26730	8/6/2025	455.00	Porter W Yett Company	
Supplier Payment	Check	26731	8/6/2025	1,502.60	Putt Putt to Go LLC	
Supplier Payment	Check	26732	8/6/2025	13.40	Qwest Corporation - Remit-To: CenturyLink - Phoenix	
Supplier Payment	Check	26733	8/6/2025	8,682.91	Ready Rebound, Inc.	
Supplier Payment	Check	26734	8/6/2025	680.46	River City Environmental	
Supplier Payment	Check	26735	8/6/2025	191.93	San Diego Police Equipment Co Inc	
Supplier Payment	Check	26736	8/6/2025	71,715.52	Selectron Technologies, Inc	
Supplier Payment	Check	26737	8/6/2025	163.00	SiteCrafting Inc	
Supplier Payment	Check	26738	8/6/2025	166.95	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	26739	8/6/2025	796.96	Soha Sign	
Supplier Payment	Check	26740	8/6/2025	174,464.21	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago	
Supplier Payment	Check	26741	8/6/2025	100,719.51	State of Washington Department of Employment Security - Remit-To: State of Washington Department of Employment Security / Seattle	
Supplier Payment	Check	26742	8/6/2025	4,729.69	State of Washington Department of Transportation - Remit-To: WADOT - PO Box 47305	
Supplier Payment	Check	26743	8/6/2025	7.37	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	26744	8/6/2025	14.74	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	26745	8/6/2025	13,089.50	Summit Law Group	
Supplier Payment	Check	26746	8/6/2025	1,750.00	Traditions Training Fire Consultants LLC	
Supplier Payment	Check	26747	8/6/2025	5,244.71	Triple J Enterprises	
Supplier Payment	Check	26748	8/6/2025	4,420.78	Troxler Electronic Laboratories Inc - Remit-To: Troxler Electronic Laboratories Inc	
Supplier Payment	Check	26749	8/6/2025	10,000.00	United States Postal Service - Remit-To: USPS - First Data/Remitco - 52940558	
Supplier Payment	Check	26750	8/6/2025	180.00	Urgent Medical Center	
Supplier Payment	Check	26751	8/6/2025	3,055.00	US Bank - Remit-To: US Bank - St Paul	
Supplier Payment	Check	26752	8/6/2025	781.35	Veritext LLC - Remit-To: Veritext LLC	
Supplier Payment	Check	26753	8/6/2025	208.68	Vestis Group, Inc - Remit-To: Vestis - Pasadena	
Supplier Payment	Check	26754	8/6/2025	660.47	Walter E Nelson Company	
Supplier Payment	Check	26755	8/6/2025	59,160.00	Washington State Criminal Justice Training Commission - Remit-To: Criminal Justice Training Commission - Olympia	
Supplier Payment	Check	26756	8/6/2025	8,916.78	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	26757	8/6/2025	7,687.64	Wolff Specialties LLC	
Supplier Payment	Check	26758	8/6/2025	76,491.40	WSP USA Inc. - Remit-To: WSP USA Inc. Dallas	
Supplier Payment	Check	26759	8/6/2025	1,083.68	Yakima County	

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Supplier Payment	Check	26760	8/6/2025	2,282.68	Zayo Group Holding Inc - Remit-To: Zayo Group Holding Inc	
Supplier Payment	Check	26761	8/8/2025	5,680.72	Aflac	
Supplier Payment	Check	26762	8/8/2025	6,059.06	AFSCME Local #307	
Supplier Payment	Check	26763	8/8/2025	658.50	California State Disbursement Unit	
Supplier Payment	Check	26764	8/8/2025	1,033.50	Chapter 13 - Trustee	
Supplier Payment	Check	26765	8/8/2025	491.00	Hawaii SDU	
Supplier Payment	Check	26766	8/8/2025	780.65	IAM Local #1374	
Supplier Payment	Check	26767	8/8/2025	8,796.19	Life Insurance Company of North America	
Supplier Payment	Check	26768	8/8/2025	1,300.00	MFS Service Center Inc	
Supplier Payment	Check	26769	8/8/2025	275.00	OPEIU Local #11	
Supplier Payment	Check	26770	8/8/2025	4,929.74	OPEIU Local #11	
Supplier Payment	Check	26771	8/8/2025	851.00	Teamsters Local #58	
Supplier Payment	Check	26772	8/8/2025	332.50	UA Local #290	
Supplier Payment	Check	26773	8/8/2025	3,543.60	Western Conference of Teamsters	
Supplier Payment	Check	26774	8/8/2025	1,680.84	Western Metal Industry Pension Plan	
			Checks	1,653,852.80		
Expense Payment	Direct Deposit	EFT-00309117	8/7/2025	185.00	Jeremy Vanroyce	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00309118	8/7/2025	90.76	Patrick Hanley	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00309119	8/7/2025	127.26	Anthony Coronel Valencia	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00309120	8/7/2025	12.32	Caitlin Zirschky	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00309121	8/7/2025	19.35	Jessica DuFrain	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00309122	8/7/2025	471.50	Sean Dumas	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00309123	8/7/2025	374.00	James Porter	Travel Advance
Expense Payment	Direct Deposit	EFT-00309124	8/7/2025	131.00	Nichole Brannan	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00309125	8/7/2025	185.00	Elena Miron	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00309126	8/7/2025	406.70	Justin Ventura	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00309127	8/7/2025	100.00	Nicholas Popravak	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00309128	8/7/2025	449.42	Paul Porter	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00309129	8/7/2025	588.61	Timothy Benack	Employee Reimbursement
			Direct Deposit	3,140.92		
Supplier Payment	EFT	EFT-00309130	8/7/2025	612.00	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	EFT	EFT-00309131	8/7/2025	489.60	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	EFT	EFT-00309132	8/7/2025	206.72	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	EFT	EFT-00309133	8/7/2025	206.72	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	EFT	EFT-00309134	8/7/2025	206.72	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	EFT	EFT-00309135	8/7/2025	206.72	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	EFT	EFT-00309136	8/7/2025	244.80	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	EFT	EFT-00309137	8/7/2025	612.00	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	EFT	EFT-00309138	8/7/2025	206.72	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	EFT	EFT-00309139	8/7/2025	367.20	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	EFT	EFT-00309140	8/7/2025	206.72	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	EFT	EFT-00309141	8/7/2025	1,930,942.78	Operations Management International Inc	
Supplier Payment	EFT	EFT-00309142	8/7/2025	13,775.00	Andrews Terry Jeffers LLP	
Supplier Payment	EFT	EFT-00309143	8/7/2025	25,392.38	State of Washington Department of Enterprise Services	
Supplier Payment	EFT	EFT-00309144	8/7/2025	16,056.70	Workday Inc	
Supplier Payment	EFT	EFT-00309145	8/7/2025	2,535.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00309146	8/7/2025	23,211.75	PBS Engineering and Environmental Inc	
Supplier Payment	EFT	EFT-00309147	8/7/2025	4,500.00	The Loudenback Corporation	
Supplier Payment	EFT	EFT-00309148	8/7/2025	74,880.84	Felida Park Senior Housing LLP	
Supplier Payment	EFT	EFT-00309149	8/7/2025	912.18	T2 Systems Inc - Remit-To: T2- Atlanta	
Supplier Payment	EFT	EFT-00309150	8/7/2025	4,000.00	The Amy VanCamp Experience LLC	
Supplier Payment	EFT	EFT-00309151	8/7/2025	1,250.00	Canopy Wellbeing	
Supplier Payment	EFT	EFT-00309152	8/7/2025	10,678.31	Copiers Northwest Inc.	
Supplier Payment	EFT	EFT-00309153	8/7/2025	141,371.38	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00309154	8/7/2025	29,810.28	Safeware, Inc.	
Supplier Payment	EFT	EFT-00309155	8/7/2025	735.71	Life-Assist Inc	

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Supplier Payment	EFT	EFT-00309156	8/7/2025	1,483.24	State of Washington Consolidated Technology Services	
Supplier Payment	EFT	EFT-00309157	8/7/2025	7,187.29	Picard Corp	
Supplier Payment	EFT	EFT-00309158	8/7/2025	105,779.45	Share	
Supplier Payment	EFT	EFT-00309159	8/7/2025	25,105.19	Duke's Root Control Inc.	
Supplier Payment	EFT	EFT-00309160	8/7/2025	62,261.64	SDB Inc	
Supplier Payment	EFT	EFT-00309161	8/7/2025	4,607.10	Pacific Talent Inc	
Supplier Payment	EFT	EFT-00309162	8/7/2025	1,644.49	Western Water Works Supply Co Inc	
Supplier Payment	EFT	EFT-00309163	8/7/2025	25,616.00	Clark EMS Physicians, LLC	
Supplier Payment	EFT	EFT-00309164	8/7/2025	4,275.00	Courtney R. Mendoza	
Supplier Payment	EFT	EFT-00309165	8/7/2025	69,231.62	Solid Waste Systems	
Supplier Payment	EFT	EFT-00309166	8/7/2025	1,677.44	Live Love Outreach	
Supplier Payment	EFT	EFT-00309167	8/7/2025	6,000.00	The Arts Centered	
Supplier Payment	EFT	EFT-00309168	8/7/2025	50,686.20	Wilson Oil Inc. - Remit-To: Wilson Oil Inc	
Supplier Payment	EFT	EFT-00309169	8/7/2025	17,597.24	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00309170	8/7/2025	38.41	Ziply Fiber	
Supplier Payment	EFT	EFT-00309171	8/7/2025	28,504.43	Bacon Collision & Reconditioning, LLC	
Supplier Payment	EFT	EFT-00309172	8/7/2025	2,866.43	Branlo Enterprises, LLC	
Supplier Payment	EFT	EFT-00309173	8/7/2025	27,352.05	Pacific Landscape Services Inc	
Supplier Payment	EFT	EFT-00309174	8/7/2025	28,578.75	MAKERS architecture and urban design LLP	
Supplier Payment	EFT	EFT-00309175	8/7/2025	13,502.08	Magnet Forensics, LLC	
Supplier Payment	EFT	EFT-00309176	8/7/2025	3,510.00	Jasmine Alayadhi	
Supplier Payment	EFT	EFT-00309177	8/7/2025	6,618.00	Rapid Response Bio Clean Inc.	
Supplier Payment	EFT	EFT-00309178	8/7/2025	1,273,304.98	Lakeside Industries Inc	
Supplier Payment	EFT	EFT-00309179	8/7/2025	500.00	Village at Fishers Landing Neighborhood Association	
Supplier Payment	EFT	EFT-00309180	8/7/2025	27,867.45	Northwest Royal Home Care	
Supplier Payment	EFT	EFT-00309181	8/7/2025	233,198.54	Colf Construction LLC	
Supplier Payment	EFT	EFT-00309182	8/7/2025	106,831.81	Western United Civil Group, LLC - Remit-To: Western United Civil Group, LLC	
Supplier Payment	EFT	EFT-00309183	8/7/2025	1,850.00	Eurofins Eaton Analytical, LLC	
Supplier Payment	EFT	EFT-00309184	8/7/2025	136.84	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	EFT	EFT-00309185	8/7/2025	2,100.00	Brad Piesch Aggressive Enterprises, Inc	
Supplier Payment	EFT	EFT-00309186	8/7/2025	884.46	Bound Tree Medical LLC	
Supplier Payment	EFT	EFT-00309187	8/7/2025	393.20	Sharon Rice	
Supplier Payment	EFT	EFT-00311134	8/8/2025	1,293.36	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00311135	8/8/2025	20,327.08	Allegiance Benefit Plan Management Inc (COBRA)	
Supplier Payment	EFT	EFT-00311136	8/8/2025	11,821.33	Vancouver Police Officer Guild	
Supplier Payment	EFT	EFT-00311137	8/8/2025	144.43	Legal Shield	
Supplier Payment	EFT	EFT-00311138	8/8/2025	32,997.88	IAFF Local #452	
			EFT	4,491,391.64		
Supplier Payment	Manual Wire		8/1/2025	3,328.56	Internal Revenue Service	
Supplier Payment	Manual Wire		8/1/2025	16,884.69	Global Payments Inc	
Supplier Payment	Manual Wire		8/1/2025	38,233.39	JP Morgan Chase Bank, N.A.	
Supplier Payment	Manual Wire		8/5/2025	1,745.23	United States Postal Service	
Supplier Payment	Manual Wire		8/5/2025	260,780.42	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		8/5/2025	630,171.48	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		8/5/2025	10,366.17	VSP Vision Care Inc	
Supplier Payment	Manual Wire		8/7/2025	50.00	KFPro, Inc	
Supplier Payment	Manual Wire		8/7/2025	97,538.69	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		8/7/2025	94,923.98	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		8/8/2025	122,204.44	Amwins Group, Inc.	
Supplier Payment	Manual Wire		8/8/2025	1,636.68	VSP Vision Care Inc	
Supplier Payment	Manual Wire		8/8/2025	15,672.10	Washington Dental Service	
Supplier Payment	Manual Wire		8/8/2025	459,004.23	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		8/8/2025	66,275.45	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		8/8/2025	33,811.97	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		8/8/2025	5,863.98	Washington SDU	

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

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
Supplier Payment	Manual Wire		8/8/2025	348,158.08	International City Management Association Retirement Corporation	
Supplier Payment	Manual Wire		8/8/2025	7,281.81	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		8/8/2025	28,375.00	Washington State Firefighters	
Supplier Payment	Manual Wire		8/8/2025	586.00	Oregon SDUJ	
			Manual Wire	2,242,892.35		
			Checks	1,653,852.80		
			Direct Deposit	3,140.92		
			EFT	4,491,391.64		
			8/11/2025	88,620.59	City Payments	Posted 08-04-25 to 08-10-25
			Hansen Total	88,620.59		
			8/11/2025	1,064.00	Miscellaneous	Parks Class Refunds FCC 08-04-25 to 08-11-25
			8/11/2025	411.00	Miscellaneous	Parks Class Refunds MCC 08-04-25 to 08-11-25
			VISA Total	1,475.00		
			Payroll Total	4,671,319.39		
			GRAND TOTAL	13,152,692.69		

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

City of Vancouver
Payroll Council Report
August 04, 2025 - August 10, 2025

Check No.	Date	Explanation	Amount
2965 - 2991	08/08/25	August 08 Payroll	\$ 16,515.63
309188 - 311133	08/08/25	August 08 Direct Deposit	\$ 4,654,803.76

\$ 4,671,319.39

AN ORDINANCE relating to management of the public rights-of-way, granting to Metro Fibernet, LLC and its affiliates (“Grantee”), a Nevada limited liability company (collectively “Parties”), a non-exclusive and revocable Franchise to install, operate and maintain a telecommunication system in, on, over, upon, along, and across Public Ways of the City of Vancouver, Washington (“City”), establishing certain rights, duties, terms, and conditions with respect to the Franchise; and setting an effective date and conditions.

Staff Report: 155-25

To: Mayor and City Council
From: City Manager
Date: August 18, 2025

Subject

Right-of-way Telecommunications Franchise Agreement for Metro Fibernet LLC (Metronet)

Key Points

- The proposed franchise ordinance establishes the terms and conditions to construct and maintain telecommunications facilities within the City’s rights-of-way.
- This would be a 10-year, non-exclusive franchise which can be extended by mutual agreement of the parties for up to two additional five-year periods.

Strategic Plan Alignment

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

Present Situation

Metronet wishes to occupy and utilize portions of the City’s rights-of-way for the purpose of installing, maintaining, and operating a fiber broadband business. Cities cannot deny the grant of a franchise like this, but may require a permit or franchise for the use of its rights-of-way for telecommunications facilities pursuant to RCW 35.99.030. The City is precluded from charging a franchise fee for such use pursuant to RCW 35.21.860.

The proposed ordinance establishes the mandatory terms and conditions under which the franchisee must maintain and operate its telecommunications facilities within the rights-of-way. The City has granted several similar non-exclusive telecommunications franchises to different companies, and federal law requires that the franchise terms not put one or more other franchisees at a competitive disadvantage relative to other providers. As such, these franchises tend to be very similar over time.

City staff worked with Metronet to negotiate the terms of this proposed franchise ordinance in a way that balances local aesthetics, character, public health and welfare, and maintaining City control of its streets, while also gaining technological benefits and connectivity for the City’s residents and businesses to the greatest extent possible.

Advantage(s)

This proposed franchise would formalize the terms and conditions for Metronet’s use of the City’s rights-of-way.

Challenge(s)

Installation of new facilities can result in temporary disruptions for adjoining property owners. However, our right-of-way inspection team works with the fiber providers to minimize these disruptions.

Budget Impact

None

Prior Council Review

July 14, 2025 - Consent Agenda

Action Requested

On Monday, August 18, 2025, advance ordinance on first reading, setting a date for second reading and public hearing on August 18, 2025.

Staff Contact

Aaron Lande, Assistant City Manager, Cary Driskell, Assistant City Attorney,
aaron.lande@cityofvancouver.us, cary.driskell@cityofvancouver.us

Attachments:

1. Ordinance

ORDINANCE M - _____

AN ORDINANCE relating to management of the public rights-of-way, granting to Metro Fibernet, LLC and its affiliates (“Grantee”), a Nevada limited liability company (collectively “Parties”), a non-exclusive and revocable Franchise to install, operate and maintain a telecommunication system in, on, over, upon, along, and across Public Ways of the City of Vancouver, Washington (“City”), establishing certain rights, duties, terms, and conditions with respect to the Franchise; and setting an effective date and conditions.

WHEREAS, RCW 35A.47.040 authorizes City to grant, permit, and regulate “nonexclusive franchises for the use of public streets, bridges or other public ways, structures or places above or below the surface of the ground for railroads and other routes and facilities for public conveyances, for poles, conduits, tunnels, towers and structures, pipes and wires and appurtenances thereof for transmission and distribution of electrical energy, signals and other methods of communication, for gas, steam and liquid fuels, for water, sewer and other private and publicly owned and operated facilities for public service”; and

WHEREAS, RCW 35A.47.040 further requires that “no ordinance or resolution granting any franchise in a code city for any purpose shall be adopted or passed by the city’s legislative body on the day of its introduction nor for five days thereafter, nor at any other than a regular meeting nor without first being submitted to the city attorney, nor without having been granted by

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Does not require codification

the approving vote of at least a majority of the entire legislative body, nor without being published at least once in a newspaper of general circulation in the city before becoming effective”; and

WHEREAS, Grantee is a telecommunication company that provides voice and data services to its customers; and

WHEREAS, Grantee has requested that the City grant it the right to install, operate, and maintain telecommunication Facilities within the Public Ways of the City for the purpose of offering Telecommunication Services to the public; and

WHEREAS, the City Council has the authority to grant franchises for the use of its Public Ways pursuant to RCW 35A.47.040, RCW 35.22.280 and chapter 35.99 RCW; and

WHEREAS, this Franchise is being granted more than five days after its introduction, at a regular meeting by at least a majority of the entire Council, and has been reviewed by the City Attorney’s Office, all pursuant to RCW 35A.47.040; and

WHEREAS, this Franchise is being approved at least 30 days after its introduction pursuant to Vancouver Charter Section 2.12; and

WHEREAS, the Council finds that the grant of the Franchise contained in this Ordinance, subject to its terms and conditions, is in the best interests of the public, and protects the health, safety, and welfare of the citizens of this City.

NOW, THEREFORE, the City Council of the City of Vancouver, Clark County, Washington, ordains as follows:

Section 1. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and abbreviations have the meanings ascribed to them below. When not inconsistent with

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Does not require codification

the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number.

“Abandoned Facilities” means Facilities which have not been used to provide Telecommunication Services for a period of at least 90 days.

"Affiliate" means an entity that owns or controls, is owned or controlled by, or is under common ownership with Grantee.

"City" means the City of Vancouver, Washington, and either or both, as applicable, the person designated by the City.

“Construction” or “Construct” shall mean constructing, boring, digging, excavating, laying, testing, operating, extending, upgrading, renewing, removing, replacing, and repairing a Facility.

“Day” means a 24-hour period beginning at 12:01 a.m. If a thing or act is to be done in less than seven days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation of time.

“Effective Date” means the date the last party signs this Franchise.

“Facilities” means any of the plant, equipment, fixtures, appurtenances, antennas, and other facilities owned or operated by Grantee which are necessary to furnish and deliver Telecommunication Services, including but not limited to poles with crossarms, poles without crossarms, wires, lines, conduits, cables, communication and signal lines and equipment, braces, guys, anchors, vaults, and all attachments, appurtenances, and appliances necessary or incidental to the distribution and use of Telecommunication Services in the Public Ways. The abandonment by Grantee of any Facilities as defined herein shall not act to remove them from this definition.

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Does not require codification

"FCC" means the Federal Communications Commission or any successor governmental entity.

"Franchise" (sometimes referred to as Ordinance) means the legal document issued by the City which grants rights to Grantee to construct, maintain, and operate its Facilities in the Public Way to provide Telecommunication Services.

"Grantee" means Metro Fibernet, LLC and its affiliates, a limited liability company licensed to do business in Washington, or its lawful successor, transferee, or assignee.

"Hazardous Substances" shall have the same meaning as RCW 70.105D.020(10).

"Indefeasible Right of User Interest" or "IRU" means a form of acquired capital in a telecommunication system in which the holder of the interest possesses a right to use the Facilities for the purpose of providing Telecommunication Services, but not the right to control, maintain, construct, or revise the Facilities.

"Permittee" means a person or entity who has been granted a permit by the City.

"Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

"Public Way" means the surface of, and any space on, above or below, any street, public right-of-way, or utility easement for which the City now or in the future holds any interest and which, consistent with the purpose for which it was acquired or dedicated, may be used for the installation or maintenance of the Facilities. Public Way shall not mean utility easements dedicated for a specific utility system or systems and not specifically identifying telecommunication as a permitted use within the easement.

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"Service Area" means the present municipal boundaries of the City and includes any additions by annexation or other legal means.

"Subscriber" or "Customer" means a Person who lawfully receives Telecommunication Service from Grantee with Grantee's express permission.

“Telecommunication Services” means any telecommunication service pursuant to RCW 35.99.010(7), excluding cable television service pursuant to RWC 35.99.010(1) and further excluding personal wireless services pursuant to RCW 35.99.010(4), provided by Grantee over its Facilities, either directly or as a carrier for its subsidiaries, Affiliates, or customers.

Section 2. Authority Granted. City grants to Grantee a Franchise to install, construct, operate, maintain, replace and use all Facilities in, under, on, across, over, through, along or below the Public Ways of the City for the purpose of providing Telecommunication Services, as approved under City permits issued pursuant to this Franchise or the Vancouver Municipal Code.

Section 3. Term of Franchise. The Term of this Franchise shall be for 10 years beginning on the Effective Date. This Franchise may be renewed for two additional five-year terms. If Grantee desires to renew, Grantee shall notify City not later than 180 days prior to the expiration of this Franchise of its desire to renew or affirmatively respond to notice of expiration that the City shall provide to Grantee prior to the expiration of the Franchise. City shall respond to the request for the renewal not later than 120 days prior to the expiration date, and may request renegotiation, addition, or deletion of any term at that time. If Grantee does not request renewal or respond to the City's expiration notice, this Franchise shall be deemed terminated. Any renewal must be approved by ordinance of the City Council.

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Does not require codification

Section 4. Revocation. This Franchise may be revoked by the City Council by subsequent ordinance in the event Grantee fails to cure a material default after 30 days prior written notice and demand to comply with any term of this Franchise and such default is not cured within 30 days (or, if such default is not curable within 30 days, if the Grantee fails to commence such cure within 30 days), but the City shall have no obligation to do so. No forbearance by City of any term or condition of this Franchise shall ever comprise a waiver or estoppel of City's right to enforce the term.

Section 5. Recovery of Costs; Taxes.

5.1 Grantee shall reimburse the City for all costs of one publication of a summary of this Franchise in the City's official newspaper, any required legal notices prior to any public hearing regarding this Franchise, and all permit and inspection fees associated with activities undertaken through this Franchise or under City Code, all pursuant to RCW 35.21.860.

5.2 City may recover from Grantee any applicable tax authorized by RCW 35.21.865. This Franchise is premised upon City and Grantee's agreement that either Grantee is a "service provider" as used in RCW 35.21.860 and defined in RCW 35.99.010(6), or Grantee's Telecommunication Services fall within the definition of "telephone business" in RCW 82.16.010. As such, the rights granted under this Franchise are not conditioned upon payment of a franchise fee or other compensation for use of the Public Ways. The City reserves its right to impose a fee on Grantee to the extent authorized by law, for purposes other than to recover its administrative expenses, in the event that statutory prohibitions on the imposition of such fees are removed, or Grantee no longer falls within the definition of "service provider" in RCW 35.99.010(6) and Grantee's Telecommunication Services fall outside the definition of "telephone business" in RCW

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Does not require codification

82.16.010. Under those circumstances, the City also reserves its right to require that Grantee obtain a separate franchise for its change in use, which may include provisions intended to regulate Grantee's operations. Nothing in this Franchise shall limit the City's right of taxation as authorized by current or future law.

Section 6. Non-Exclusivity. This Franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises or permits in any Public Ways. The grant of this and other franchises shall, in no way, prevent or prohibit the City from using any of its Public Ways or affect its jurisdiction over them.

Section 7. Relocation of Facilities.

7.1 City shall have prior and superior right to the use of its Public Ways and other public properties for installation and maintenance of its facilities and for other governmental purposes. City retains full power to make all changes, relocations, repairs, maintenance, establishments, improvements, dedications, or vacation of the same as City may deem fit, including the dedication, establishment, maintenance, and improvement of all new Public Ways and other public properties of every type. Any removal or replacement of Grantee's Facilities shall be at the sole expense of Grantee unless otherwise required by RCW 35.99.060. If Grantee fails to remove, adjust, or relocate its Facilities by the date established in the City's written notice to Grantee and consistent with RCW 35.99.060, City may cause and/or effect the removal, adjustment, or relocation, and the expense shall be paid solely by Grantee. Grantee shall in all such cases have the privilege to temporarily bypass, in the authorized portion of the same Public Way upon approval by City, any portion of its Facilities required to be temporarily disconnected or removed.

7.2 If the City determines that the public project necessitates the relocation of Grantee's

ORDINANCE - 7

Does not require codification

then-existing Facilities, City shall:

7.2.1 At least 60 days prior to the commencement of the improvement project provide Grantee with written notice requiring such relocation; and

7.2.2 Provide Grantee with copies of pertinent portions of the plans and specifications for such improvement project and a proposed location for Grantee's Facilities so that Grantee may relocate them in other Public Ways to accommodate the public improvement project.

7.2.3 After receipt of such notice and such plans and specification, Grantee shall complete relocation of its Facilities at no charge or expense to City to accommodate the improvement project pursuant to RCW 35.99.060(2).

7.3 Grantee may, after receipt of written notice requesting a relocation of its Facilities, submit to City written alternatives to such relocation, or request an extension for good cause which the City will endeavor to respond to in due haste. City shall evaluate such alternatives and advise Grantee in writing if one or more of the alternatives are suitable to accommodate the work which would otherwise necessitate relocation of the Facilities. If requested by City, Grantee shall submit additional information to assist City in making such evaluation. City shall give each alternative proposed by Grantee full and fair consideration. In the event City ultimately determines that there is no other reasonable alternative, Grantee shall relocate its Facilities as otherwise provided in this Section.

7.4 The provisions of this Section shall not preclude or restrict Grantee from making any arrangements it deems appropriate when responding to a request for relocation of its Facilities by any person or entity other than City where the Facilities to be constructed are not or will not

ORDINANCE - 8

Does not require codification

become City owned, operated, or maintained facilities provided that such arrangements do not delay a City construction project without prior written City approval.

7.5 If the City, a contractor for City, or other third-party utility provider with facilities located in the Public Ways is delayed at any time in the progress of their work by an act or neglect of Grantee or those acting for or on behalf of Grantee, then Grantee shall indemnify, defend and hold the City, its officers, officials, employees and volunteers harmless from any and all third-party claims, injuries, damages, losses or suits including attorneys' fees to the extent arising out of or in connection with such delays, except for delays and damages caused by City. This provision may not be waived by the Parties except in writing.

Section 8. Non-Interference with Existing Facilities.

8.1 The owners of all utilities, public or private, installed in or on Public Ways properties prior to the installation of Grantee's Facilities, shall have preference as to the positioning and location of such utilities so installed with respect to Grantee. Such preference shall continue when relocating or changing the grade of any public properties, in the sole discretion of City.

8.2 Grantee's Facilities shall be constructed and maintained in a manner as to not interfere with any public use, or with any other pipes, wires, conduits, or other facilities that may have been laid in the Public Ways or under City's authority. If Grantee's work under this Franchise damages or interferes in any way with the public use or other facilities, the Grantee shall wholly and at its own expense eliminate the interference or damage to the satisfaction of City.

Section 9. Movement of Grantee's Facilities for Others. Whenever any third-party has obtained permission from City to use any Public Way for moving any oversized load, upon at least 14 days' written notice from City, Grantee shall move any of Grantee's Facilities that may obstruct

ORDINANCE - 9

Does not require codification

the movement of the oversized load; provided, that the third party desiring to move the oversized load shall pay and/or reimburse all such expenses, and the path for moving the oversized load should be the path of least interference to Grantee's Facilities as determined by City. Upon good cause shown by Grantee, City may require more than 14 days' notice to Grantee to move its Facilities.

Section 10. Acquiring New Facilities. Upon Grantee's acquisition of any new Facilities in the Public Ways, or upon any addition or annexation to City of any area in which Grantee retains any such Facilities in the Public Ways, Grantee shall submit to City a written statement describing all Facilities involved, whether authorized by franchise or any other form of prior right and specifying the location of all such Facilities. Unless already subject to an existing agreement with the City, such Facilities shall immediately be subject to the terms of this Franchise.

Section 11. Abandoned Facilities.

11.1 Grantee shall remove any Abandoned Facilities within 60 days of the end of their use for Telecommunication Services purposes unless City agrees otherwise in writing to delay removal due to weather conditions, not to exceed 180 days.

11.2 Grantee shall immediately remove any Abandoned Facility which poses a hazard to the health, safety, or welfare of the public, or the Abandoned Facility has collapsed, broke, or otherwise failed.

11.3 The expense of the removal and restoration of the Public Ways damaged by the Facility or by its removal process shall be Grantee's sole responsibility. If Grantee fails to remove the Abandoned Facilities as required, then City may incur costs to remove the Abandoned Facilities, restore the Public Ways, and is entitled to reimbursement from Grantee for all costs.

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Does not require codification

Section 12. Removal of Facilities at End of Franchise. Upon the expiration, termination, or revocation of the rights granted under this Franchise, Grantee shall remove all Facilities from the Public Ways within 60 days. If Grantee fails to do so, the City may remove the Facilities and will be entitled to full reimbursement for all reasonable and documented costs from Grantee for the removal.

Section 13. Undergrounding of Facilities.

13.1 In any area of the City in which there are no aerial facilities other than antennas or other equipment required to remain above ground in order to be functional, or in any Public Ways in which all telephone, electric power wires, and cables have been placed underground, Grantee shall not be permitted to erect poles or to run or suspend Facilities unless required to do so by City, but shall lay such wires, cables, or other Facilities underground in the manner specified by City.

13.2 Whenever the City or other governmental entity requires or initiates undergrounding of aerial utilities in any area of the City, Grantee shall underground its Facilities as specified by City. The location of any relocated and underground Facilities is subject to approval by City. Grantee is encouraged to contact and negotiate with other affected utilities so that all costs for common trenching, common utility vaults, and other costs not specifically attributable to the undergrounding of any particular facility are shared fairly and proportionately by all utilities involved in the undergrounding project. The costs of the undergrounding of Facilities shall be as provided in RCW 35.99.060 as adopted or amended.

Section 14. Construction Standards.

14.1 All work authorized and required by this Franchise shall comply with all generally applicable federal, state, and local regulations, laws, and practices. Grantee is responsible for the

ORDINANCE - 11

Does not require codification

supervision, condition, and quality of the work done whether it is by itself or by contractors, assigns, or agents. Application of this Section fulfills the City's public trustee role in administering the primary use and purpose of public properties, and not for relieving Grantee of any duty, obligation, or responsibility for the competent design, construction, maintenance, and operation of its Facilities. Grantee is responsible for the supervision, condition, and quality of the work done whether it is by itself or by contractors, assigns, or agencies. Applicable laws include, but are not limited to:

Chapter 11.50 VMC - Utilities in the Right-of-Way;

Chapter 11.60 VMC - Street Use Permits;

Chapter 11.80 VMC - Street and Development Standards;

Chapter 11.90 VMC - Construction in the Right-of-Way;

Chapter 12.04 VMC - Street Trees;

Chapter 19.122 RCW - Underground Utilities (One-Call System)

RCW 58.09.130 - Monuments Disturbed by Construction Activities

14.2 If Grantee plans or is required to excavate trenches pursuant to this Franchise, Grantee shall notify City so it can permit other franchisees and utilities to share such excavated trenches, provided that such joint use shall not unreasonably delay Grantee's work and such joint use shall not adversely affect Grantee's Facilities or the safety thereof. Joint users will be required to contribute to the costs of excavation and filling on a pro-rata basis.

Section 15. Restoration after Construction or Damage. Grantee shall, after installation, construction, relocation, maintenance, removal, or repair of its Facilities, restore the Public Ways, land surveyor monuments, and any other City-owned property which may be disturbed by the work

ORDINANCE - 12

Does not require codification

to at least the same condition that it was in immediately prior to any such work by Grantee, reasonable wear and tear excepted. City shall have final approval of the condition of such Public Ways and City-owned property after restoration. Grantee agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to the Public Ways or other affected areas and City-owned property at its sole cost and expense and shall be responsible for said restoration work and repair of damage done by Grantee to City facilities for the life of the Franchise. Grantee also agrees to restore all other existing facilities and/or property damaged by Grantee's work, at its sole cost and expense.

Section 16. Emergency Work by Grantee - Permit Waiver. In an emergency in which Grantee's Facilities breaks, is damaged, or if Grantee's construction area is otherwise in a condition to pose an imminent risk to life, health, or safety of any person or property, Grantee shall immediately take proper emergency measures to repair its Facilities, and to cure or remedy the dangerous conditions in order to protect the life, health, or safety of individuals or property without first applying for and obtaining any permit required by the Vancouver Municipal Code or this Franchise. However, this shall not relieve Grantee from the requirement of immediately notifying City of the emergency work by phone or email, and applying for any permits necessary after the emergency work, not later than the second succeeding day during which the City's Public Works and Permitting offices are open for business.

Section 17. Dangerous Conditions, Authority for City to Abate.

17.1 Whenever construction, installation, or excavation of Facilities authorized by this Franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining public way, street, or public place, or endangers the public or

ORDINANCE - 13

Does not require codification

City-owned property, City may direct Grantee, at Grantee's sole expense, to take action to protect the public, adjacent public places, City-owned property, streets, utilities, and Public Ways. Such action may include a compliance schedule set by City.

17.2 In the event Grantee fails or refuses to promptly take the actions directed by City, or if emergency conditions exist requiring immediate action, City may take any actions necessary to protect the public, the Public Ways, City property, third-party property, or other actions in the judgment of City to be necessary safety precautions and Grantee shall be solely liable for any actual and documented costs.

17.3 City retains the right to move or remove any Facilities in the Public Ways as City determines necessary and appropriate in response to any public health or safety emergency.

Section 18. Performance Bond Relating to Construction Activity.

18.1 Before undertaking any work, installation, improvements, construction, repair, relocation, or maintenance authorized by this Franchise, whether by Grantee or a third-party that Grantee contracts with to perform the work, Grantee shall furnish to the City a performance bond executed by Grantee and a corporate surety, authorized to operate a surety business in the State of Washington, in the amount of \$25,000 to ensure performance of Grantee's obligations under this Franchise.

18.2 The performance bond shall be conditioned to require that Grantee observe all the covenants, terms, conditions, and obligations of this Franchise, including to repair or replace any defective work or materials discovered in the City's Public Ways. This bond shall remain in effect for the life of this Franchise and is intended to replace the need to get a separate performance bond for each individual project by Grantee. In the event Grantee proposes to construct a project for

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which this bond would not financially ensure performance of Grantee's obligations under this Franchise, City is entitled to require a larger bond as may be appropriate under the circumstances.

Section 19. Street Vacation. City may vacate any public road, right-of-way, or other City property subject to this Franchise. If City vacates any portion of the area in which Facilities are located, City shall not be liable for any damages or loss to Grantee by reason of the street vacation. Grantee shall remove its Facilities from any vacated right-of-way unless such vacation provides for the continuing right of the Facilities to exist within the vacated area. Any relocation of Facilities resulting from a street vacation shall require a minimum of 180 days' notice as provided for in Section 37 (Notice).

Section 20. Limitation on Future Work. When City constructs a new street or reconstructs an existing street, Grantee shall be subject to applicable regulations relating to when street cuts and excavations may occur.

Section 21. Reservation of Rights by City.

21.1 City reserves the right to reasonably refuse any request for a permit to extend Facilities on a non-discriminatory basis. Any such refusal shall be supported by a written statement from City that extending the Facilities, as proposed, would be detrimental to the public health, safety, or welfare.

21.2 City shall always have the authority to control by appropriate regulation the location, elevation, manner, or construction and maintenance of any Facilities by Grantee, and Grantee shall promptly conform with all such regulations unless compliance would cause Grantee to violate other legal requirements.

Section 22. Safety. All of Grantee's Facilities shall be constructed and maintained in a

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safe and operational condition. Grantee shall follow all safety codes and other applicable regulations in the installation, operation, and maintenance of its Facilities.

Section 23. Emergency Response. Grantee shall, within 30 days of the execution of this Franchise, designate one or more responsible people and identify emergency 24-hour on-call personnel and the procedures to be followed when responding to an emergency. After being notified of an emergency, Grantee shall cooperate with City to immediately respond to aid in the protection the health and safety of the public.

Section 24. Hazardous Substances. Grantee shall comply with all applicable federal, state and local laws, statutes, regulations and orders concerning hazardous substances relating to Grantee's Facilities. Grantee agrees to indemnify City against any claims, costs, and expenses, of any kind, whether direct or indirect, incurred by City arising out of the release or threat of release of hazardous substances caused by Grantee's ownership or operation of its Facilities.

Section 25. Environmental. Grantee shall comply with all environmental protection laws, rules, recommendations, and regulations of the United States and the State of Washington, and their various subdivisions and agencies as adopted or amended and shall indemnify and hold City harmless from any damages arising from Grantee's noncompliance with any such laws, rules, recommendations, or regulations, whether Grantee's acts or activities were intentional or unintentional. Grantee shall further indemnify City against all losses, costs, and expenses (including legal expenses) which City may incur arising from the requirement of any government or governmental subdivision or agency to clean and/or remove any pollution caused or permitted by Grantee, whether the requirement is during the term of the Franchise or after its termination.

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Section 26. Utility Poles. The Parties acknowledge that any poles which Grantee desires to use for its Facilities are owned by a third-party or parties, and Grantee has entered or will enter into an agreement with the third-party or parties for use of those poles.

Section 27. Insurance.

27.1 Grantee shall maintain liability insurance for all claims for damages to the City, persons, or property that arise from Grantee' performance during this Franchise. Grantee shall maintain at least the following insurance coverage:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability.	
Each Occurrence	\$2,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, hired, and/or non-owned vehicles arising from the performance of this Agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
IV. Umbrella Liability	
Per Occurrence	\$5,000,000
Annual Aggregate	\$5,000,000

27.2 In addition to the above coverage and limits, Grantee's insurance shall include:

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Does not require codification

- 27.2.1 Additional Insured. The City, its agents, representatives, officers, elected and appointed officials, and employees shall be named as an additional insured on Grantee's Commercial General Liability policy. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 26, and applied on a blanket basis.
- 27.2.2 Stop Gap. Either the Commercial General Liability or the Workers' Compensation policy shall be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced shall apply to the Stop Gap coverage as well and indicated on the Certificate.
- 27.2.3 Employment Security. Grantee shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- 27.2.4 The City shall be listed on the Certificate as the Certificate Holder.
- 27.2.5 Coverage Trigger. The insurance must be written on an "occurrence" basis and must be indicated on the Certificate.

27.3 Grantee shall provide evidence of all insurance required when requested by City by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

27.4 All policies shall be issued by an insurance company licensed to do business in the State of Washington.

Section 28. Indemnification and Waiver.

28.1 Grantee releases and covenants not to bring suit and agrees to indemnify, defend, and hold harmless the City, its officers, employees, agents, and representatives from all claims, costs, judgments, awards, or liability to any person for injury, sickness, or death of any person or damage to any property or interests:

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Does not require codification

28.1.1 Arising out of the acts or omissions of Grantee, its agents, servants, officers or employees or the construction, placement, operation, or maintenance of its Facilities; or

28.1.2 Based on City's inspection or lack of inspection of work performed by Grantee, its agents and servants, officers or employees in connection with work authorized in the Public Ways or property over which City has control pursuant to this Franchise, or pursuant to any other permit or approval issued in connection with this Franchise.

28.2 The provisions of Section 28.1 shall apply to claims by Grantee's own employees and the employees of the Grantee's agents, representatives, contractors, and subcontractors to which Grantee might otherwise be immune pursuant to Title 51 RCW.

28.3 Inspection or acceptance by City of any work performed by Grantee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. These indemnification obligations shall extend to claims which have not yet been filed and any claims which may be compromised with Grantee's consent prior to the initiation or culmination of any litigation. City has the right to defend or participate in the defense of any claim and has the right to approve any settlement or other compromise of any claim, provided, Grantee shall not be liable for a settlement or other compromise unless it has consented to it.

28.4 Grantee's obligations under this Section shall apply regardless of whether liability for damages arises out of bodily injury to persons or damages to property, except to the extent that such claims, actions, damages, costs, and expenses were caused by the proportionate negligence or willful misconduct of City. If a court with jurisdiction determines this Franchise is subject to the provisions RCW 4.24.115, the Parties agree that these indemnity provisions shall be deemed amended to conform to that statute and liability shall be allocated accordingly.

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Does not require codification

28.5 Notwithstanding any other provision of this Section, Grantee assumes the risk of damage to its Facilities located in the Public Ways from activities conducted by City, its officers, agents, employees, and contractors and releases and waives any such claims against City, its officers, agents, employees, and contractors, except to the extent any such damage or destruction or related claim is caused by or arises from the negligent, willful, or malicious action on the part of City, its officers, agents, employees, or contractors. Grantee further agrees to indemnify, hold harmless, and defend City against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of Grantee's Facilities as the result of any interruption of service due to damage or destruction of Grantee's Facilities caused by or arising out of activities conducted by City, its officers, agents, employees or contractors, except to the extent any such damage or destruction is caused by or arises from the negligent, willful or malicious actions on the part of City, its officers, agents, employees or contractors.

Section 29. Maps and Records Required. Grantee shall provide City at no cost:

29.1 A route map that depicts the general location of Grantee's Facilities placed in the Public Way. The route map shall identify Facilities as aerial or underground and is not required to depict cable types, number of fibers or cables, electronic equipment, or service lines to individual subscribers. Grantee shall also provide an electronic format of the aerial/underground telecommunications facilities in relation to the Public Way centerline reference to allow City to add this information to the City's Geographic Information System ("GIS") program. GIS information shall be delivered to City by December 1, except as allowed in Section 29.4.

29.2 In addition to Section 29.1, City may request that Grantee provide Facility-specific information as needed for specific projects to avoid harm to Grantee's Facilities. To the extent

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Does not require codification

such requests are limited to specific Facilities at a given location in connection with any City construction project, Grantee shall provide to City upon request with reasonable notice, copies of available drawings in use by Grantee showing the location of its Facilities. Grantee shall field locate its Facilities to facilitate design and planning of City projects.

29.3 Upon written request of City, Grantee shall provide City with the most recent update available of any plan to install additional Facilities. Any documents provided to City pursuant to Section 29.3 shall be deemed confidential and for informational purposes only and shall not obligate Grantee to undertake any specific improvements.

29.4 In addition to the requirements of Section 29.1, the Parties agree to periodically share GIS files upon written request, provided Grantee's GIS files are to be used solely by City for governmental purposes. Any files provided by City to Grantee shall be restricted to information necessary for Grantee's engineering needs for construction or maintenance of Facilities. Grantee is prohibited from selling or transferring City GIS information to any third parties.

Section 30. Public Record Act Compliance. Any public record relating to this Franchise may be subject to inspection and copying pursuant to Washington's Public Record Act, chapter 42.56 RCW. City will provide Grantee a copy of a public record request that seeks to inspect or copy a "writing" as defined in RCW 42.56.010 relating to this Franchise prior to allowing any inspection and/or copying of the documentation/information. Additionally, City will request production of any responsive records Grantee may have in its possession. City will inform Grantee of the records it plans to disclose to the requestor. If Grantee disagrees with City's determination of disclosure/nondisclosure and timely notifies City of the same, City agrees to withhold release of the requested records in dispute for a reasonable amount of time

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Does not require codification

(approximately 10 days) to allow Grantee an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended. If Grantee seeks judicial protection, Grantee will be solely responsible for its related attorney fees and costs. City shall not be liable for any loss or damage resulting from a release of records so long as City acted in good faith in releasing the records.

Section 31. Modification. City and Grantee reserve the right to modify the terms of this Franchise upon the written agreement of both Parties. Any modification(s) shall be by ordinance of the City Council and accepted by the Grantee.

Section 32. Survival. All provisions, conditions, and requirements of this Franchise shall be in addition to all other obligations and liabilities Grantee may have to the City at common law or by statute. In the event any Facilities are left in the Public Ways following the expiration or termination of this Franchise, then the provisions and requirements of Sections 7 (Relocation of Facilities), 8 (Non-Interference with Existing Facilities), 9 (Movement of Grantee's Facilities for Others), 11 (Abandoned Facilities), 12 (Removal of Facilities at End of Franchise), 14 (Construction Standards), 15 (Restoration after Construction or Damage), 16 (Emergency Work by Grantee), 17 (Dangerous Conditions – Authority for City to Abate), 22 (Safety), 24 (Hazardous Substances), 25 (Environmental), 28 (Indemnification), 33 (Severability), 34 (Assignment), 35 (Choice of Law), 36 (Remedies), and 37 (Notice) shall survive the expiration or termination of this Franchise, and any renewals or extensions remain effective until Grantee removes its Facilities from the Public Ways or transfers ownership of its Facilities to a third party. All provisions, conditions, regulations, and requirements in this Franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives, and assigns of Grantee. All privileges,

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Does not require codification

obligations, and liabilities of Grantee shall inure to its heirs, successors, and assigns equally as if they were specifically mentioned wherever Grantee is named herein.

Section 33. Severability. If a court with jurisdiction over the matter determines any clause of this Franchise is unenforceable, it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible, the Court shall strike the clause and the remainder of the Franchise will remain in full force and effect.

Section 34. Assignment.

34.1 This Franchise may not be assigned or transferred without the written approval of City, which shall not be unreasonably withheld or delayed, except Grantee may, without prior consent or notice to City, freely assign this Franchise in whole or part to a parent, subsidiary, or affiliated entity or as part of any corporate financing, reorganization, refinancing, or sale to any party who acquires all or substantially all of Grantee's assets or equity. In the event a transfer or assignment of Grantee's ownership is approved by the Washington Utilities and Transportation Commission ("UTC"), City will be deemed to have consented to the transfer. Grantee shall provide City with a copy of any UTC approval. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, consent shall not be required unless and until the secured party elects to realize upon the collateral. Grantee shall provide prompt, written notice to City of any such assignment.

34.2 Grantee may, in addition and without the prior written consent of City:

34.2.1 Lease the Facilities or any portion thereof to another Person, provided, the other Person shall obtain a City franchise;

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Does not require codification

34.2.2 Grant an Indefeasible Right of User Interest in the Facilities, in whole or in part, to another Person; or

34.2.3 Offer or provide capacity or bandwidth in its Facilities to another Person;

Provided, that Grantee retains exclusive control over such Facilities and remains responsible for locating, servicing, repairing, relocating or removing its Facilities pursuant to the terms and conditions of this Franchise.

Section 35. Choice of Law. Any litigation between City and Grantee arising under or regarding this Franchise shall occur in Clark County Superior Court if a state action, and in the United States District Court, Western District of Washington if a federal action. Each Party shall pay their own costs and attorney fees.

Section 36. Remedies. Remedies under this Franchise are cumulative; exercise of one remedy will not exclude or waive any other remedy.

Section 37. Notice. Any notice or information to be given to the Parties under this Franchise may be sent to the following addresses unless otherwise specified in writing:

City:

City Manager
City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995

Grantee:

Metro Fibernet, LLC
Attn: Director of Permitting
3701 Communications Way
Evansville, IN 47715

with an additional copy to:

Metro Fibernet, LLC
Attn: Legal
11880 College Boulevard, Ste.100
Overland Park, KS 66210

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Does not require codification

Notice is effective upon receipt in the case of personal delivery, three days after deposit in the United States Mail in the case of regular mail, or the next day in the case of overnight delivery by a nationally recognized overnight delivery service.

Section 38. Entire Agreement. This Franchise constitutes the entire agreement between the Parties and no other agreements or understandings, written or otherwise, shall be binding upon the Parties upon approval and acceptance of this Franchise. This Franchise shall also supersede and cancel any previous right or claim of Grantee to occupy the City’s Public Ways

Section 39. Acceptance. Within 60 days after the passage and approval of this Ordinance, this Franchise may be accepted by Grantee by providing the City Clerk its written acceptance. Failure by Grantee return a fully executed Franchise within the 60 days shall be deemed a rejection of the terms and this Ordinance shall have no legally binding effect.

Section 40. Effective Date. Subject to compliance with Section 39 for acceptance of the terms of the Franchise, this Ordinance shall become effective five days from and after its final passage by the Vancouver City Council.

SIGNED this _____ day of _____, 2025.

Anne McEnemy-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

ORDINANCE - 25
Does not require codification

Nena Cook, City Attorney

ORDINANCE - 26
Does not require codification

Accepted by _____:

By: _____
Name and official capacity

Grantee, _____, for itself, its successors, and assigns, accepts all terms and conditions of the foregoing Franchise.

In witness whereof, _____ has signed this _____th day of _____, 2025.

Notary Public in and for the state of _____
Residing in _____
My commission expires _____

ORDINANCE - 27
Does not require codification

SUMMARY

ORDINANCE M-_____

AN ORDINANCE relating to management of the public rights-of-way, granting to Metro Fibernet, LLC and its affiliates, a limited liability company, a non-exclusive and revocable franchise to install, operate and maintain a telecommunications system in, on, over, upon along, and across public rights-of-way of the City of Vancouver, Washington, prescribing certain rights, duties, terms and conditions with respect to such franchise; providing for setting an effective date and conditions.

The full text of this Ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8799, or via www.cityofvancouver.us (Go to City Government and Public Records).

ORDINANCE - 28

Does not require codification

AN ORDINANCE of the City of Vancouver relating to changes to the City's Impact Fee Ordinance; adopting an amendment to section 20.915, of the Vancouver Municipal Code (VMC); allowing for a deferral of traffic and park impact fee payment, providing for severability, and setting an effective date.

Staff Report: 173-25

To: Mayor and City Council
From: City Manager
Date: August 18, 2025

Subject

Ordinance Amending Vancouver Municipal Code to Provide Impact Fee Deferral for Multi-family Residential Development

Key Points

- An amendment to VMC 20.915 allowing Park and Traffic Impact Fees on new development to be delayed from the building permit issuance date until the date a temporary or final certificate occupancy permit inspection is scheduled (23 months on average).
- Impact fee deferral is intended to be paired with other housing incentive options, including a companion amendment to VMC 14.04.235 (System development charges – Connection fees) allowing utility connection fees to be delayed from the connection application date until the date of the temporary occupancy permit inspection request (9 months on average).
- Provides housing developers with financial savings of interest costs from construction loans, as well as a decreased risk for lending entities and investors.
- Provides additional incentives to improve the financial feasibility of new housing developments and possibly increase housing production.

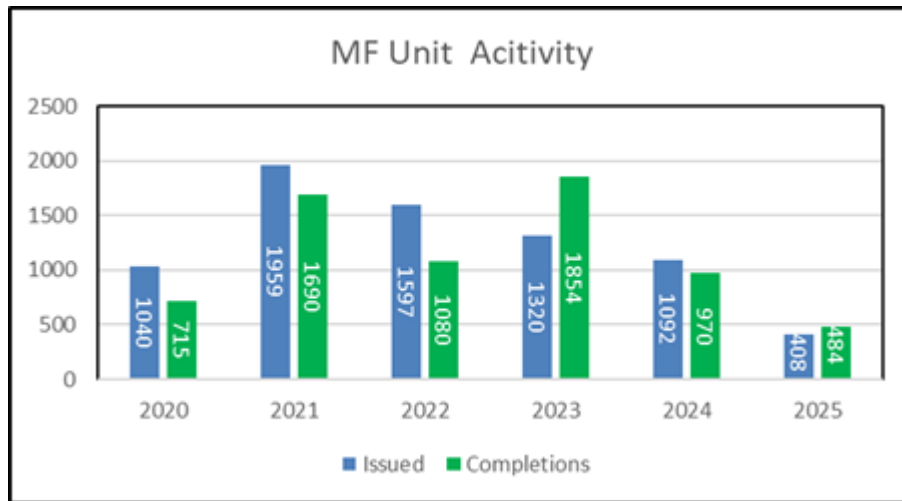
Strategic Plan Alignment

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

High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise.

Present Situation

City of Vancouver residents continue to struggle with housing costs. American Community Survey data indicates approximately 50% of households in Vancouver are renters, and many of these households experience significant financial burdens from paying more than 30% of their household income for rent and utilities. In response, the City of Vancouver has been providing incentives to encourage an increase in affordable and market rate housing production through programs such as the Multifamily Tax Exemption (MFTE) program, the Construction Sales and Use Tax Deferral program, the Affordable Housing Fund, Community and Development Block Grant (CDBG) and HOME program funding, and also through zoning code amendments to promote density and development feasibility. Unfortunately, housing production within the city continues to fall well short of the annual production goal of 2,000 units needed to close the housing deficit.



(Graphic chart indicating multifamily unit permits and completions from 2020 through June 30, 2025)

Through the first six months of 2025, multifamily unit completions are only at one quarter of the annual goal.

Due to overshadowing market challenges, these incentives have not been sufficient to generate a substantial increase in housing starts. As an example, only two new projects have applied for and received final MFTE approval since the last major expansion of the MFTE program in 2023 (Grand Vista Apartments, a 79-unit income-based project, and Parkview Heights Townhomes, an 18-unit income-based project). As a result of the continued stall in housing development, additional actions by the City of Vancouver are necessary to further encourage development activity until market conditions improve.

In May 2025, City staff proposed six additional incentives that, when combined, have the potential to increase the rate of return on investment by 1-2% to spur additional production:

1. Deferral of MFTE fee in lieu of payments
2. 2-year waiver of MFTE application fees
3. Reduced minimum parking standards
4. Expedited development plan review timeline
5. Deferral of Park and Traffic Impact Fee payments
6. Deferral of system development charges (SDC) payments

The first four of these proposals have either been adopted by City Council or implemented through administrative action. The deferral of Impact Fees and SDC payments are the last two proposed changes awaiting City Council action.

Impact Fee Payment Deferral

The first proposed code text change is related to the City’s development impact fee ordinance adopted under VMC section 20.915. Development impact fees are one-time charges assessed against new development projects to help pay for new or expanded public capital facilities that will directly address the increased demand for services created by those developments. The purpose of Impact Fees is to maintain and improve public infrastructure such as roads, parks, and schools up to the level of service standards set by the local jurisdiction to keep up with the increased demand created by development.

All developers pay a proportionate share towards capital projects based on the expected service

demands created by the development. The fees are paid into an interest-bearing account to await allocation towards infrastructure projects on the capital facility plan for parks, transportation and schools. Impact Fees may not be used for any purpose other than capital projects in the service district which the development is built. Impact fee calculation rates are set in VMC 20.915 and typically increase on an annual basis. Traffic Impact Fees are determined based upon the amount of average daily vehicle trips generated by the project and the district the project lies in. School and Park Impact Fees are based upon the number of units added by the development and the service district the project lies in.

Impact fees received from developers must be expended or encumbered within 10 years of receipt, or they may be subject to a refund. Currently, impact fees are calculated at the time permits are applied for (the vesting date) and collected at the time building permits are issued.

This proposed text change amends the development impact fee ordinance (VMC 20.915) providing a fee payment deferral option for multifamily housing development citywide. The change defers the timing of Traffic and Park Impact Fee payment from the time of building permit issuance to the time the applicant schedules the building temporary occupancy permit inspection at the completion of construction. Note that this deferral payment option will not apply to School Impact Fees. School Impact Fee payment will still be due at the time of building permits issuance. The average payment deferral period, based on historical experience, is estimated to be 23 months and will vary based on the size of the project and duration of construction. The proposed text change allows for a maximum deferral period of 36 months to accommodate larger developments.

Because Impact Fees are governed by Title 20 of the Vancouver Municipal Code (VMC), this Impact Fee deferral proposal was reviewed by the Vancouver Planning Commission, which voted unanimously to recommend the proposed changes for approval by the City Council at a public hearing on July 8, 2025.

System Development Charge Fee Deferral (Companion amendment being presented under separate Council agenda item)

System Development Charges (SDCs) for water and sewer utility connections are also one-time fees collected between the time of building permit issuance and the final inspection for the utility connection. SDCs are intended to recover the costs of system enhancements and expansions to serve new development. The SDCs are calculated at the time the utility connection permit is requested. The variables for calculating SDC fees include the land use type (equivalent dwelling units) and size of meter requested. System Development Charge fees do not vest for any specified length of time. SDC's increase on January 1st every year based on a consumer price index standard per VMC 3.08.100. The average payment deferral period is estimated to be 9 months and will vary based on the size of the project and duration of construction. The proposed text change allows for a maximum deferral period of 36 months to accommodate larger developments.

Financial Impact

The benefits of the Impact Fee and SDC deferral to housing developers include reduced borrowing costs during construction, as well as a decreased risk for lending entities and investors. By delaying payment of these fees until new projects are nearing completion and occupancy, developers can avoid having to borrow additional funds and can possibly finance the payment of these fees through permanent financing, which typically has lower interest costs than construction financing.

The table below estimates the potential savings to a hypothetical 100-unit multifamily project by delaying the payment of Impact Fees and SDCs. While the proposed text change allows for a maximum deferral period of 36 months, nearly all projects will pay their fees sooner, so the potential financial impact is calculated using the historical averages of 23 months for Impact Fees and 9

months for SDC Fees. Using these assumptions, a typical 100-unit project could save \$60,000 in borrowing costs with the proposed deferral.

Fee Type	Per unit	Total Fees	Interest @ 8%	Annual Interest Cost
Parks Impact Fee	\$4,206	\$420,600	\$38,695	\$20,189
Traffic Impact Fee	\$1,316	\$131,600	\$12,107	\$6,317
SDCs	\$3,000	\$300,000	\$10,800	\$14,403
TOTAL		\$852,200	\$61,602	\$40,909

(Table showing potential financial interest savings for housing developers)

The deferral of impact fees and SDCs will have a negative financial impact to the City. By deferring collection of these fees, the City does not have immediate access to these funds to invest in infrastructure projects and system improvements, including new parks, roads and utilities. In addition, because collected funds are currently placed in interest-bearing accounts until expended, the City loses interest earned during the period between permit issuance and temporary occupancy permit inspection (9 months for SDCs and 23 months for Impact Fees).

The estimated financial impact to the City of the fee deferral is summarized in the table below. These estimates are based on a 15% increase in housing production over the current rate of 700 housing units per year as a result of the additional incentives to spur new development. The estimates also utilize the expected average deferral periods of 23 months for Impact Fees and 9 months for SDCs rather than the 36-month maximum deferral period in the proposed code change to reflect the most likely outcome for the City.

(Deferred)/Collected Fees	2026	2027	2028	2029
Parks Impact Fees	\$ (2,927,376)	\$ (2,628,750)	\$ 3,381,624	\$ 3,734,928
Traffic Impact Fees	\$ (915,936)	\$ (822,500)	\$ 1,058,064	\$ 1,168,608
System Development Charges (SDCs)	\$ (963,000)	\$ 2,433,000	\$ 2,727,000	\$ 2,988,000
Cumulative PIF	\$ (2,927,376)	\$ (5,556,126)	\$ (2,174,502)	\$ 1,560,426
Cumulative TIF	\$ (915,936)	\$ (1,738,436)	\$ (680,372)	\$ 488,236
Cumulative SDC	\$ (963,000)	\$ 1,470,000	\$ 4,197,000	\$ 7,185,000

Foregone Interest	\$ (192,252)	\$ (291,782)	\$ (114,195)	\$ -

(Table showing potential financial outcomes of fee deferrals over a four-year period)

The above analysis only reflects the deferred fees (and foregone interest income) projected under a higher level of housing production. Currently, the City’s collection of Impacts Fees and SDCs, as well as interest income, is well below the above figures and budget forecasts because of depressed housing construction, so the alternative to a deferral of fees and potential for higher future fees is to continue to collect reduced fees from historically low levels of housing production. If the proposed deferral option is successful in advancing housing projects that would otherwise not have moved forward, then any impact fees and SDCs generated by those projects would be funds the City would not have otherwise received at all.

Advantage(s)

Provides additional incentive tools to encourage housing development.

Challenge(s)

1. Potential decrease in interest earned from interest-bearing accounts during the deferral period.
2. Potential delay in new infrastructure projects and investment in utility system improvements.

Budget Impact

The City’s General Fund budget is not affected by impact fee or SDC collections. Collected development fees are specifically dedicated to fund capital improvements for park, transportation, water, and sewer infrastructure projects. As noted in the above financial analysis, a deferral of Impact Fees and SDC payments will likely delay those planned capital investments but may also result in an increase in funds available for capital investment in future years. There won't be a budget impact for park or transportation impact fees in 2025 or 2026 since the budgets have already been removed.

Prior Council Review

- City Council Housing Program Workshop - June 9, 2025
- Planning Commission Workshop - June 27, 2025
- Planning Commission Public hearing - July 9, 2025
- City Council Consent - August 11, 2025

Action Requested

On Monday, August 18, 2025, upon second reading and a public hearing, finalize and approve the ordinance.

Staff Contact

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

Attachments:

1. Presentation
2. Ordinance



Impact Fee and System Development Charge Payment Deferral

Vancouver City Council
1st reading- August 11, 2025
Public Hearing- August 18, 2025

Bryan Monroe- Associate Housing Coordinator-
Economic Prosperity and Housing Department
Patrick Quinton- Director-Economic Prosperity
and Housing Department



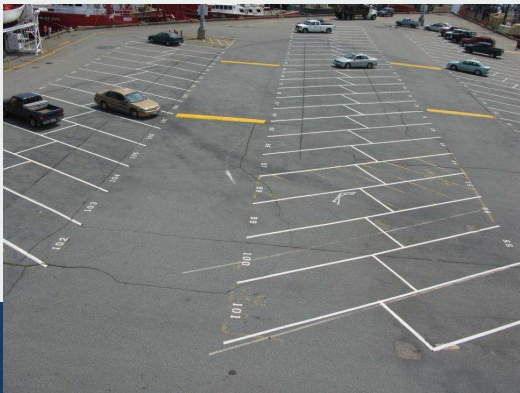
Agenda

- Current Incentives
- Housing Production
- Proposed Incentives
- Impact Fee Deferral
- System Development Charges
- Next Steps



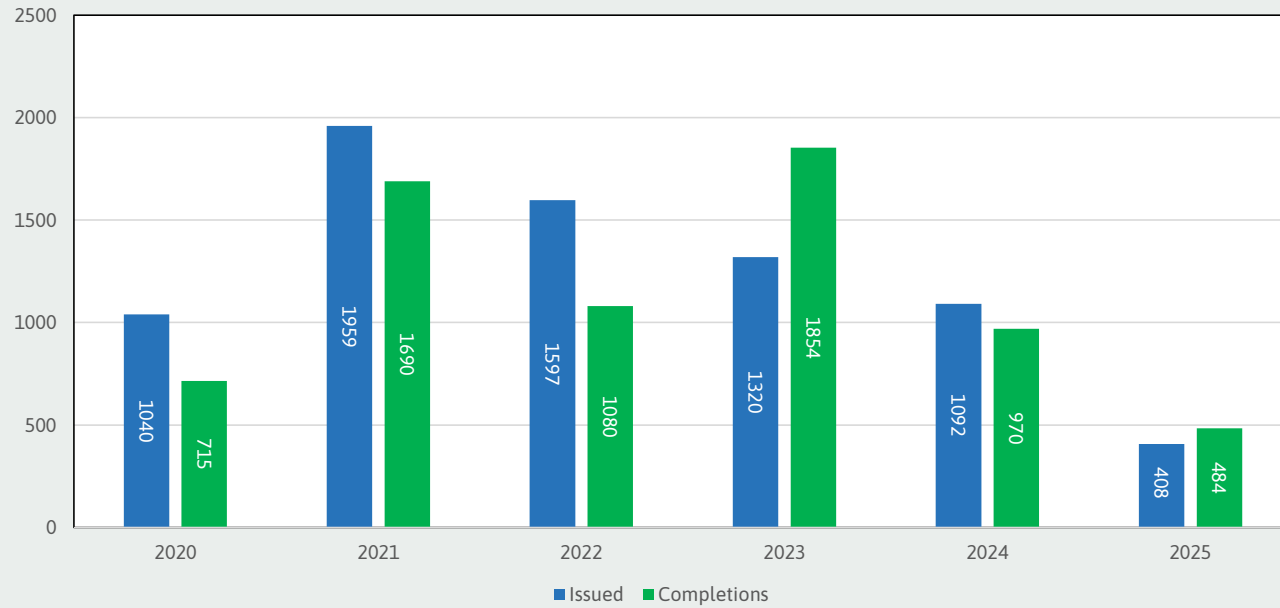
Current Development Incentives

- Multifamily Tax Exemption (MFTE)
- Construction Sales Tax Deferral
- Affordable Housing Fund
- Federal CDBG/HOME
- Zoning code amendments



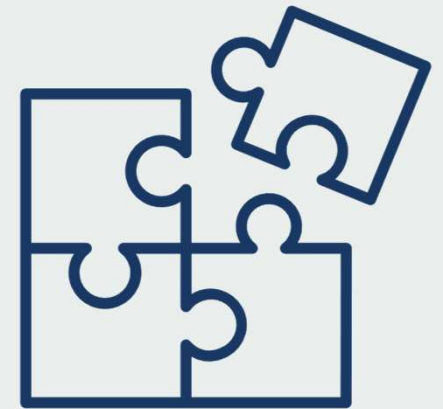
Housing Units Production

MF Unit Activity



New Incentives

- Parking requirement reductions (Completed)
- MFTE Fee in Lieu deferred payment (Completed)
- 2-yr MFTE application fee waiver (Completed)
- Expedited permit review timeline (Completed)
- Impact Fee deferral
- System Development Charge (SDC) payment deferral



Impact Fees VMC 20.915

- One time fee for new developments
- Proportionate share of infrastructure costs to maintain level of service standards
- Impact Fees include Parks, Traffic, and School*
- Fees calculated upon building permit application
- Fees paid upon issuance of approved permit
- Fees placed in interest bearing accounts until encumbered
- Fees may only be used for projects on capital improvement plan
- Subject to refund if not encumbered after 10 years

**Note that School Impact Fees are not included in the proposed change*



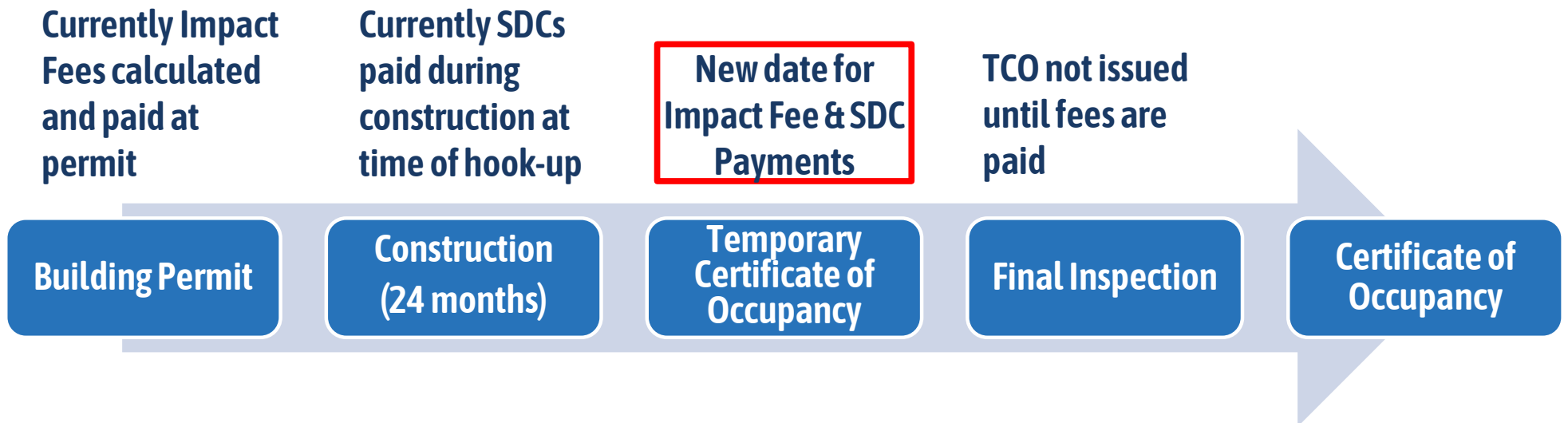
System Development Charges VMC 14.04.235

- One time utility connection fee for new development
- Intended to recover cost of system enhancements and expansions to accommodate the population.
- Development owners are expected to pay proportionate share of costs to maintain level of service standards
- Fees calculated upon sewer or water connection permit.
- Fees do not vest and increase annually on January 1.



Proposed Change to SDC & Impact Fee Timeline

Payment dates for multifamily development shifted to final inspection



Projects will save 9-23 months of interest costs by paying at TCO rather than building permit



Impact on New Development

Potential savings of \$60k for a 100-unit multifamily project

	Per Unit	Total Fees	Interest Cost @ 8%	Annual Interest Cost
Parks Impact Fee	\$4,206	\$420,600	\$38,695	\$20,189
Traffic Impact Fee	\$1,316	\$131,600	\$12,107	\$6,317
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TOTAL		\$852,200	\$61,602	\$40,909

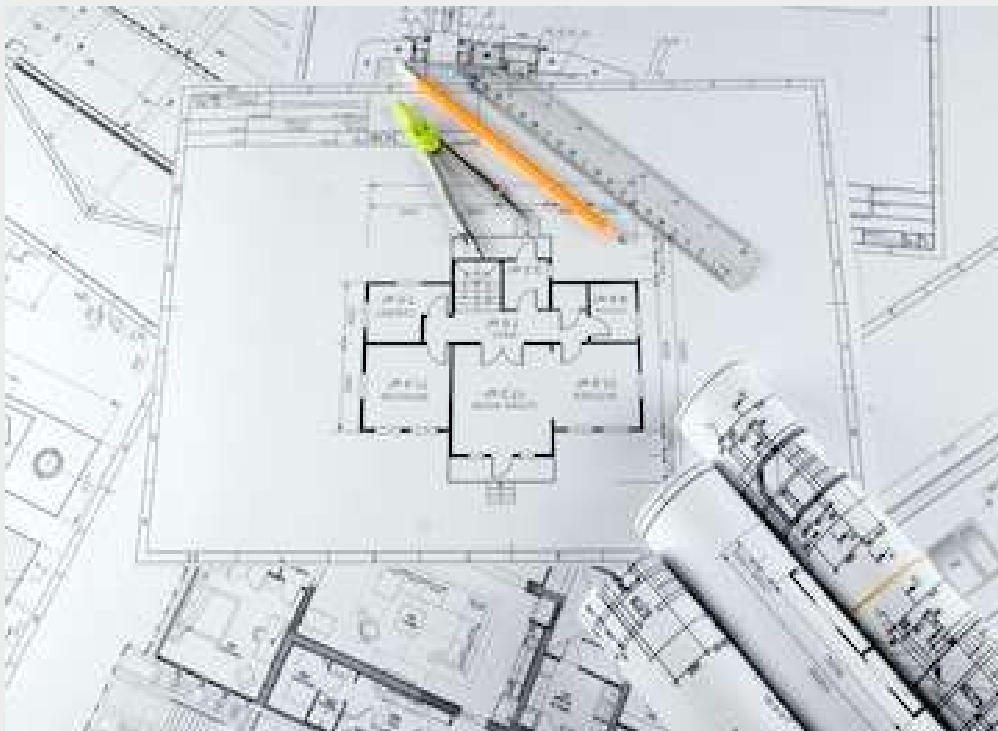


Financial Impacts to City

Deferred fees recovered within three years

(Deferred)/Collected Fees	2026	2027	2028	2029
Parks Impact Fees	\$ (2,927,376)	\$ (2,628,750)	\$ 3,381,624	\$ 3,734,928
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Foregone Interest	\$ (192,252)	\$ (291,782)	\$ (114,195)	\$ -





Requested Actions

- Adopt zoning code text amendment to VMC 20.915 allowing for a deferral of traffic and park impact fee payment for multifamily housing developments.
- Adopt code text amendment to VMC 14.04.235 allowing for a deferral of system connection fee payment for multifamily housing developments.



Thank You



bryan.monroe@cityofvancouver.us | 360-487-7958



8/11/25 (Date of First Reading)

8/18/25 (Date of Public Hearing)

ORDINANCE NO. M- [Ordinance Number]

AN ORDINANCE of the City of Vancouver relating to changes to the City’s Impact Fee Ordinance; adopting an amendment to section 20.915, of the Vancouver Municipal Code (VMC); allowing for a deferral of traffic and park impact fee payment, providing for severability, and setting an effective date.

WHEREAS, Washington State law (RCW 82.02.050) authorizes cities to adopt an impact fee program for the purpose of ensuring that adequate facilities are available to serve new growth and development under which developers pay a proportionate share of the cost of new facilities needed to serve new growth and development.

WHEREAS, the City of Vancouver adopted an impact fee ordinance in 1995 through Ordinance M-3201.

WHEREAS, according to data from the City of Vancouver permitting system, multifamily building permit issuance and completion rates continue to fall behind production goals aimed at relieving the effects of housing supply and demand.

WHEREAS, City Council desires to encourage additional housing production through provisions of housing development incentives, and

WHEREAS, City Council desires to amend the Impact Fee section of the Vancouver Municipal Code to allow for a deferred payment of the Traffic and Park fee for multifamily development, and

WHEREAS, the intent of the proposed impact fee payment deferral amendment is to reduce the upfront financial cost burden of housing development at the outset of construction thereby making financing of developments more attainable.

WHEREAS, the City Council finds that the amendment of the Impact Fee program set forth in this Ordinance will promote the general welfare of the people of Vancouver, and will encourage the development of additional multi-family housing units within the City; and

WHEREAS, with proper notice to the public, the Vancouver City Council conducted the first reading of the proposed ordinance on August 4, 2025, and a public hearing concerning the ordinance and proposed code change on August 11, 2025.

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

Section 1. **Recitals Adopted as Findings.** The City Council hereby adopts and incorporates by reference the above recitals and the information in SR _____ as findings as findings in support of this Ordinance.

Section 2. **Amendment.** Vancouver Municipal Code Section 20.915.020 entitled “Applicability” as initially codified by Ordinance Ord. M-3201 and last amended by Ordinance M-4340 is hereby amended as follows:

[...]

20.915.020 Applicability

A. *Uniform applicability.* This chapter shall be uniformly applicable to development that occurs within a designated service area or overlay service areas.

B. *For pre-development permit issuance.* No building permit shall be issued for a development in a designated service area or overlay service area as defined in this chapter unless the impact fee is calculated and paid pursuant to this chapter.

C. For new development requiring a building permit the impact fee(s) shall be calculated at ~~time~~ the time of building permit application. Impact fees shall be due and payable at the time the building permit issuance unless deferred, ~~is issued except~~ as provided in VMC 20.915.075 and 20.915.076. Notwithstanding the foregoing, all impact fees shall be recalculated for building permit applications that have not been issued within one year.

D. *For development not requiring a building permit.* For development not requiring a building permit (e.g., approval of a change in use of a building or land), the impact fee shall be calculated and imposed at the time of the associated development approval.

E. *For manufactured home parks.* For manufactured home parks, the impact fee shall be calculated and imposed at the time of site plan approval.

F. All impact fees shall be calculated using the impact fee rates in effect at the time of calculation. (Ord. M-4340 § 2, 2021; Ord. M-4325 § 3, 2020; Ord. M-3643, 2004)

[...]

Section 3. **New Section/Amendment.** Vancouver Municipal Code Section 20.915.076 entitled “Additional provisions for Deferral of Impact fees for Multifamily-Family Housing” to read as follows:

[...]

20.915.076 Additional provisions for Deferral of Impact fees for Multifamily-Family Housing.

A. Concurrent with the application for multifamily-family residential building permit, an application may be submitted for deferral of payment of traffic and park impact fees. If approved, eligible impact fees may be deferred until the payment deadline criteria provided in subsection C. For these purposes “multi-family” shall be defined as a building or portion designed or used as a residence by three or more households and containing three or more dwelling units.

B. The amount of impact fees deferred shall be determined by the fees in effect at the time the applicant applies for a deferral subject to annual recalculation as provided in VMC 20.915.020 C. “Applicant” as defined in this section shall include an entity that controls the applicant, that is controlled by the applicant or is under common control with the applicant.

C. The impact fee payment deferral period shall terminate on the date that an application for inspection for temporary, or final certificate occupancy (if no temporary certificate required), is submitted, or 36 months from issuance of the building permit, whichever event occurs first at which time any deferred impact fee shall be due. An application for deferral of impact fees under this section, or a deferral that has been approved prior to the issuance of a building permit, shall terminate upon expiration or denial of the concurrently submitted building permit application. The City may deny an application for temporary building occupancy inspection and withhold issuance of any building certificate occupancy permits until all deferred impact fees have been paid.

D. An impact fee deferral application must be submitted for each parcel to be developed. The deferral application shall include an impact fee deferral agreement and lien on forms provided by the City. The lien shall be recorded against the property, granted to the City of Vancouver in the amount of the deferral and shall be signed by all owners of the property, with signatures acknowledged as required for a property deed. The lien shall be binding on all successors, and subordinate to one deed of trust securing a mortgage for construction of the property granted by the impact fee deferral applicant.

E. Upon receipt of all deferred impact fees, the City of Vancouver shall execute release of the lien for the property. The property owner at that time shall be responsible for recording the release, at their expense.

F. The City of Vancouver may institute foreclosure proceedings for unpaid impact fees due.

G. School impact fees are excluded from this provision and are not eligible for deferral of payment.

[...]

Section 4. **Effective Date.** This ordinance shall be effective 30 days from passage.

DATE OF FINAL PASSAGE by the Vancouver City Council:

SIGNED this _____ day of _____, 2025.

Anne McEnery-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Nena Cook, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE of the City of Vancouver relating to changes to the City's Impact Fee Program; adopting an amendment to section 20.915, of the Vancouver Municipal Code (VMC); allowing for a deferral of traffic and park impact fee payment, providing for severability, and setting an effective date.

The full text of this ordinance will be mailed upon request. Contact public records staff at (360) 487-8480, citypdr@cityofvancouver.us, or via [Public Records Request -The City of Vancouver, WA](#).

AN ORDINANCE of the City of Vancouver relating to changes to the City's Water And Sewer Use – Regulations And Charges Ordinance; adopting an amendment to section VMC 14.04, of the Vancouver Municipal Code (VMC); allowing for a deferral of utility system development charges for connecting to city utility services, providing for severability, and setting an effective date.

Staff Report: 174-25

To: Mayor and City Council
From: City Manager
Date: August 18, 2025

Subject

Ordinance Amending Vancouver Municipal Code to Provide System Development Charge Deferral for Multi-Family Residential Development

Key Points

- An amendment to VMC 14.04.235 (System development charges – Connection fees) allowing utility connection fees to be delayed from the connection application date until the date of the temporary occupancy permit inspection request (9 months on average).
- The System Development Charge deferral is intended to be paired with other housing incentive options, including a companion amendment to VMC 20.915 allowing Park and Traffic Impact Fees on new development to be delayed from the building permit issuance date until the date a temporary or final certificate occupancy permit inspection is scheduled (23 months on average).
- Provides housing developers with financial savings of interest costs from construction loans, as well as a decreased risk for lending entities and investors.
- Provides additional incentives to improve the financial feasibility of new housing developments and possibly increase housing production.

Strategic Plan Alignment

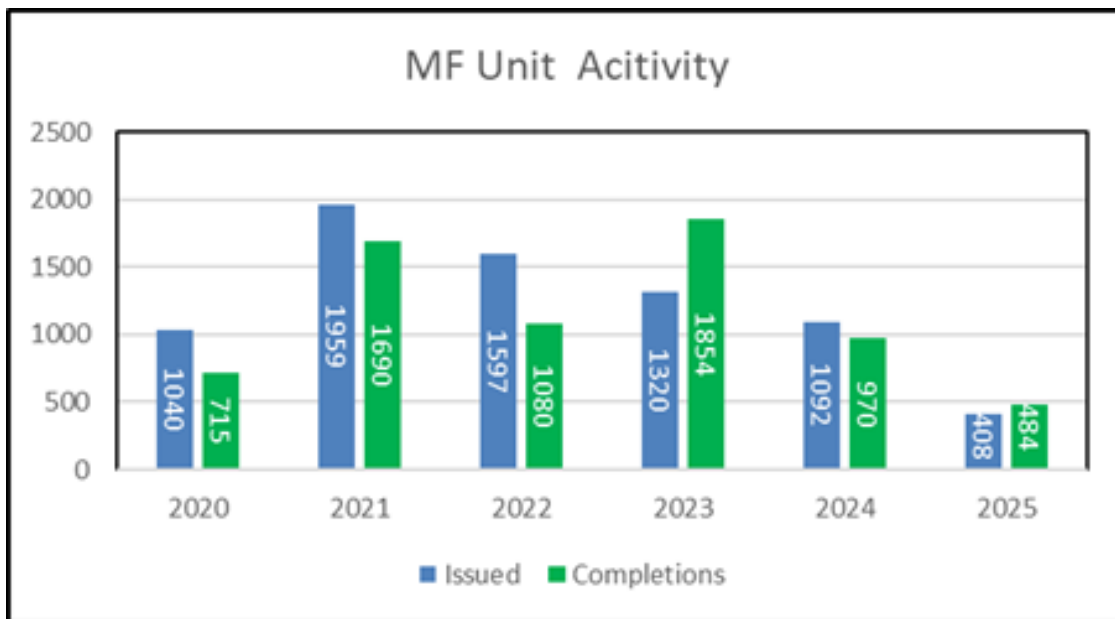
Housing and Human Needs – meeting basic needs and partnering with organizations to support the community.

High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise.

Present Situation

City of Vancouver residents continue to struggle with housing costs. American Community Survey data indicates approximately 50% of households in Vancouver are renters, and many of these households experience significant financial burdens from paying more than 30% of their household income for rent and utilities. In response, the City of Vancouver has been providing incentives to encourage an increase in affordable and market rate housing production through programs such as the Multifamily Tax Exemption (MFTE) program, the Construction Sales and Use Tax Deferral program, the Affordable Housing Fund, Community and Development Block Grant (CDBG) and HOME program funding, and also through zoning code amendments to promote density and

development feasibility. Unfortunately, housing production within the city continues to fall well short of the annual production goal of 2,000 units needed to close the housing deficit.



(Graphic chart indicating multifamily unit permits and completions from 2020 through June 30, 2025)

Through the first six months of 2025 multifamily unit completions are only at one quarter of the annual goal.

Due to overshadowing market challenges, these incentives have not been sufficient to generate a substantial increase in housing starts. As an example, only two new projects have applied for and received final MFTE approval since the last major expansion of the MFTE program in 2023 (Grand Vista Apartments, a 79-unit income-based project, and Parkview Heights Townhomes, an 18-unit income-based project). As a result of the continued stall in housing development, additional actions by the City of Vancouver are necessary to further encourage development activity until market conditions improve.

In May 2025, City staff proposed six additional incentives that, when combined, have the potential to increase the rate of return on investment by 1-2% to spur additional production:

1. Deferral of MFTE fee in lieu of payments
2. 2-year waiver of MFTE application fees
3. Reduced minimum parking standards
4. Expedited development plan review timeline
5. Deferral of Park and Traffic Impact Fee payments
6. Deferral of system development charges (SDC) payments

The first four of these proposals have either been adopted by City Council or implemented through administrative action. The deferral of impact fees and SDC payments are the last two proposed changes awaiting City Council action.

System Development Charge Fee Deferral

System Development Charges (SDCs) for water and sewer utility connections are one-time fees collected between the time of building permit issuance and the final inspection for the utility connection. SDCs are intended to recover the costs of system enhancements and expansions to serve new development. The SDCs are calculated at the time the utility connection permit is requested. The variables for calculating SDC fees include the land use type (equivalent dwelling

units) and size of meter requested. System Development Charge fees do not vest for any specified length of time. SDC's increase on January 1 every year based on a consumer price index standard per VMC 3.08.100. The average payment deferral period is estimated to be 9 months and will vary based on the size of the project and duration of construction. The proposed text change allows for a maximum deferral period of 36 months to accommodate larger developments.

Impact Fee Payment Deferral (Companion amendment being presented under separate Council agenda item)

This proposed code text change is related to the City's development impact fee ordinance adopted under VMC section 20.915. Development impact fees are one-time charges assessed against new development projects to help pay for new or expanded public capital facilities that will directly address the increased demand for services created by those developments. The purpose of impact fees is to maintain and improve public infrastructure such as roads, parks, and schools up to the level of service standards set by the local jurisdiction to keep up with the increased demand created by development.

All developers pay a proportionate share towards capital projects based on the expected service demands created by the development. The fees are paid into an interest-bearing account to await allocation towards infrastructure projects on the capital facility plan for parks, transportation and schools. Impact fees may not be used for any purpose other than capital projects in the service district which the development is built. Impact fee calculation rates are set in VMC 20.915 and typically increase on an annual basis. Traffic Impact Fees are determined based upon the amount of average daily vehicle trips generated by the project and the district the project lies in. School and Park Impact Fees are based upon the number of units added by the development and the service district the project lies in.

Impact fees received from developers must be expended or encumbered within 10 years of receipt, or they may be subject to a refund. Currently, impact fees are calculated at the time permits are applied for (the vesting date) and collected at the time building permits are issued.

This proposed text change amends the development impact fee ordinance (VMC 20.915) providing a fee payment deferral option for multifamily housing development citywide. The change defers the timing of Traffic and Park Impact fee payment from the time of building permit issuance to the time the applicant schedules the building temporary occupancy permit inspection at the completion of construction. Note that this deferral payment option will not apply to School Impact Fees. School Impact Fee payment will still be due at the time of building permits issuance. The average payment deferral period, based on historical experience, is estimated to be 23 months and will vary based on the size of the project and duration of construction. The proposed text change allows for a maximum deferral period of 36 months to accommodate larger developments.

Because impact fees are governed by Title 20 of the Vancouver Municipal Code (VMC), this Impact Fee deferral proposal was reviewed by Vancouver Planning Commission which voted unanimously to recommend the proposed changes for approval by the City Council at a public hearing on July 8, 2025.

Financial Impact

The benefits of the impact fee and SDC deferral to housing developers include reduced borrowing costs during construction as well as a decreased risk for lending entities and investors. By delaying payment of these fees until new projects are nearing completion and occupancy, developers can avoid having to borrow additional funds and can possibly finance the payment of these fees through permanent financing, which typically has lower interest costs than construction financing.

The table below estimates the potential savings to a hypothetical 100-unit multifamily project by delaying the payment of Impact Fees and SDCs. While the proposed text change allows for a maximum deferral period of 36 months, nearly all projects will pay their fees sooner, so the potential financial impact is calculated using the historical averages of 23 months for Impact Fees and 9 months for SDC Fees. Using these assumptions, a typical 100-unit project could save \$60,000 in borrowing costs with the proposed deferral.

Fee Type	Per unit	Total Fees	Interest @ 8%	Annual Interest Cost
Parks Impact Fee	\$4,206	\$420,600	\$38,695	\$20,189
Traffic Impact Fee	\$1,316	\$131,600	\$12,107	\$6,317
SDCs	\$3,000	\$300,000	\$10,800	\$14,403
TOTAL		\$852,200	\$61,602	\$40,909

(Table showing potential financial interest savings for housing developers)

The deferral of Impact Fees and SDCs will have a negative financial impact to the City. By deferring collection of these fees, the City does not have immediate access to these funds to invest in infrastructure projects and system improvements, including new parks, roads and utilities. In addition, because collected funds are currently placed in interest-bearing accounts until expended, the City loses interest earned during the period between permit issuance and temporary occupancy permit inspection (9 months for SDCs and 23 months for impact fees).

The estimated financial impact to the City of the fee deferral is summarized in the table below. These estimates are based on a 15% increase in housing production over the current rate of 700 housing units per year as a result of the additional incentives to spur new development. The estimates also utilize the expected average deferral periods of 23 months for Impact Fees and 9 months for SDCs rather than the 36-month maximum deferral period in the proposed code change to reflect the most likely outcome for the City.

(Deferred)/Collected Fees	2026	2027	2028	2029
Parks Impact Fees	\$ (2,927,376)	\$ (2,628,750)	\$ 3,381,624	\$ 3,734,928
Traffic Impact Fees	\$ (915,936)	\$ (822,500)	\$ 1,058,064	\$ 1,168,608
System Development Charges (SDCs)	\$ (963,000)	\$ 2,433,000	\$ 2,727,000	\$ 2,988,000
Cumulative PIF	\$ (2,927,376)	\$ (5,556,126)	\$ (2,174,502)	\$ 1,560,426

Cumulative TIF	\$ (915,936)	\$ (1,738,436)	\$ (680,372)	\$ 488,236
Cumulative SDC	\$ (963,000)	\$ 1,470,000	\$ 4,197,000	\$ 7,185,000
Foregone Interest	\$ (192,252)	\$ (291,782)	\$ (114,195)	\$ -

(Table showing potential financial outcomes of fee deferrals over a four-year period)

The above analysis only reflects the deferred fees (and foregone interest income) projected under a higher level of housing production. Currently, the City’s collection of Impacts Fees and SDCs, as well as interest income, is well below the above figures and budget forecasts because of depressed housing construction, so the alternative to a deferral of fees and potential for higher future fees is to continue to collect reduced fees from historically low levels of housing production. If the proposed deferral option is successful in advancing housing projects that would otherwise not have moved forward, then any impact fees and SDCs generated by those projects would be funds the City would not have otherwise received at all.

Advantage(s)

Provides additional incentive tools to encourage housing development.

Challenge(s)

1. Potential decrease in interest earned from interest-bearing accounts during the deferral period.
2. Potential delay in new infrastructure projects and investment in utility system improvements.

Budget Impact

The City’s General Fund budget is not affected by impact fee or SDC collections. Collected development fees are specifically dedicated to fund capital improvements for park, transportation, water, and sewer infrastructure projects. As noted in the above financial analysis, a deferral of impact fees and SDC payments will likely delay those planned capital investments but may also result in an increase in funds available for capital investment in future years. SDC revenues are budgeted for \$5.7 million in 2026 which will need to be reduced by \$5.1 million, to \$600,000 since the majority of the activity will be deferred. As a result, some of the capital projects currently budgeted for in the 2025-2026 budget will be delayed until the next biennium.

Prior Council Review

City Council Housing Program Workshop June 9, 2025
City Council Consent Agenda - August 11, 2025

Action Requested

On Monday, August 18, 2025, upon second reading and a public hearing, finalize and approve the ordinance.

Staff Contact

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

Attachments:

1. Presentation
2. Ordinance



Impact Fee and System Development Charge Payment Deferral

Vancouver City Council
1st reading- August 11, 2025
Public Hearing- August 18, 2025

Bryan Monroe- Associate Housing Coordinator-
Economic Prosperity and Housing Department
Patrick Quinton- Director-Economic Prosperity
and Housing Department



Agenda

- Current Incentives
- Housing Production
- Proposed Incentives
- Impact Fee Deferral
- System Development Charges
- Next Steps



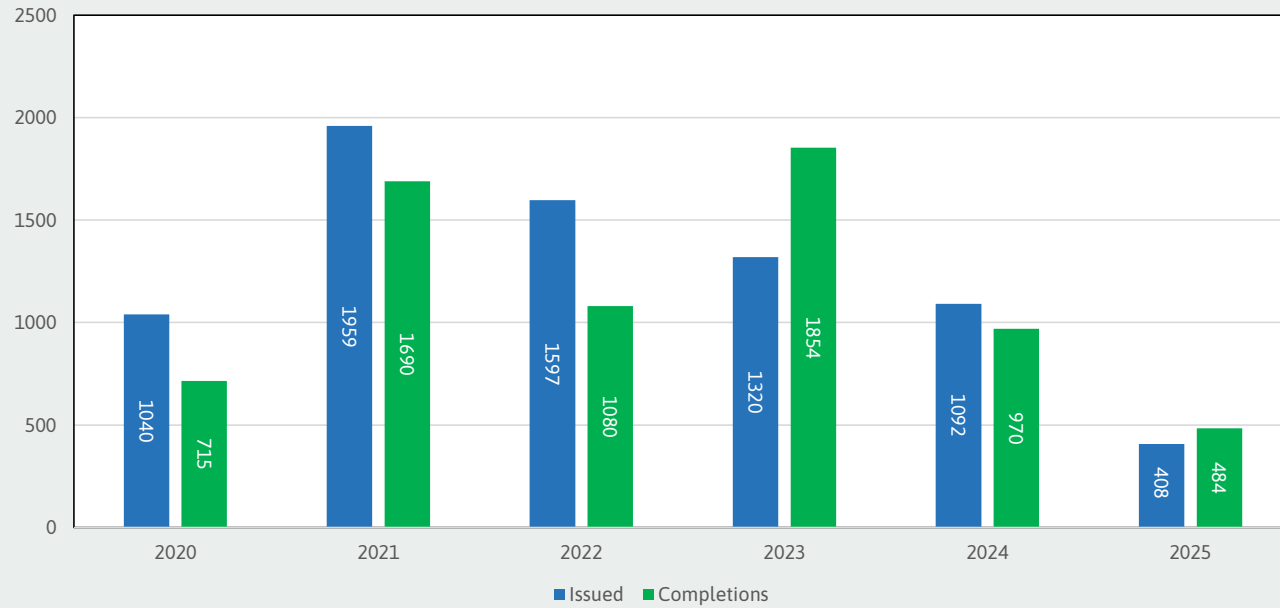
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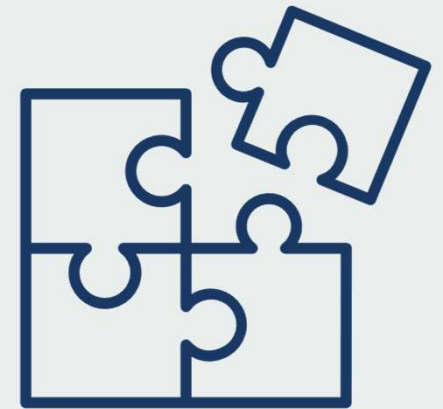
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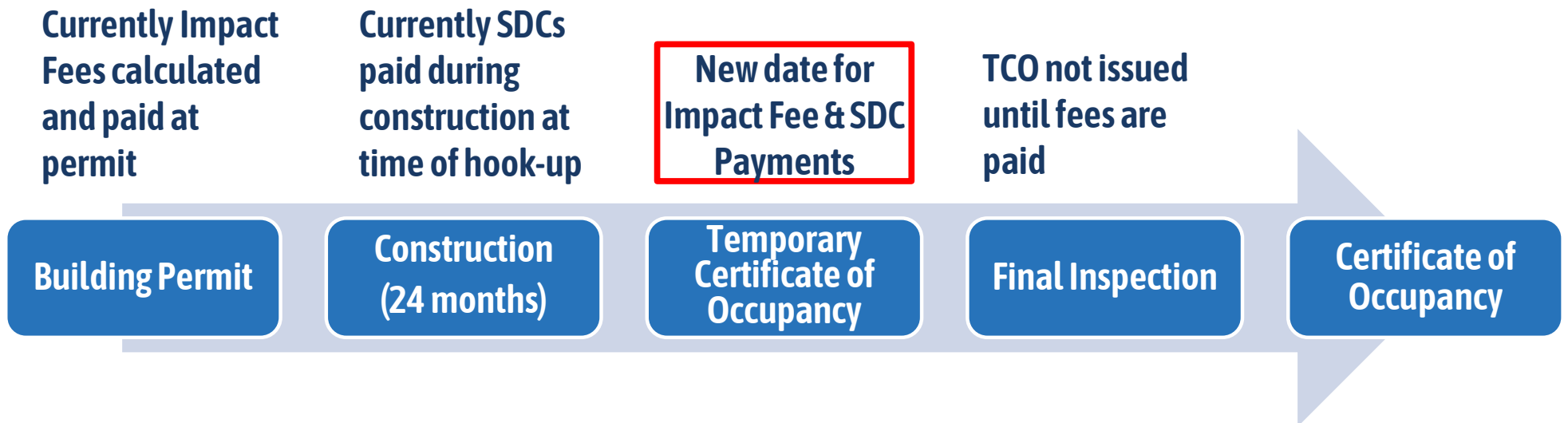
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Proposed Change to SDC & Impact Fee Timeline

Payment dates for multifamily development shifted to final inspection



Projects will save 9-23 months of interest costs by paying at TCO rather than building permit



Impact on New Development

Potential savings of \$60k for a 100-unit multifamily project

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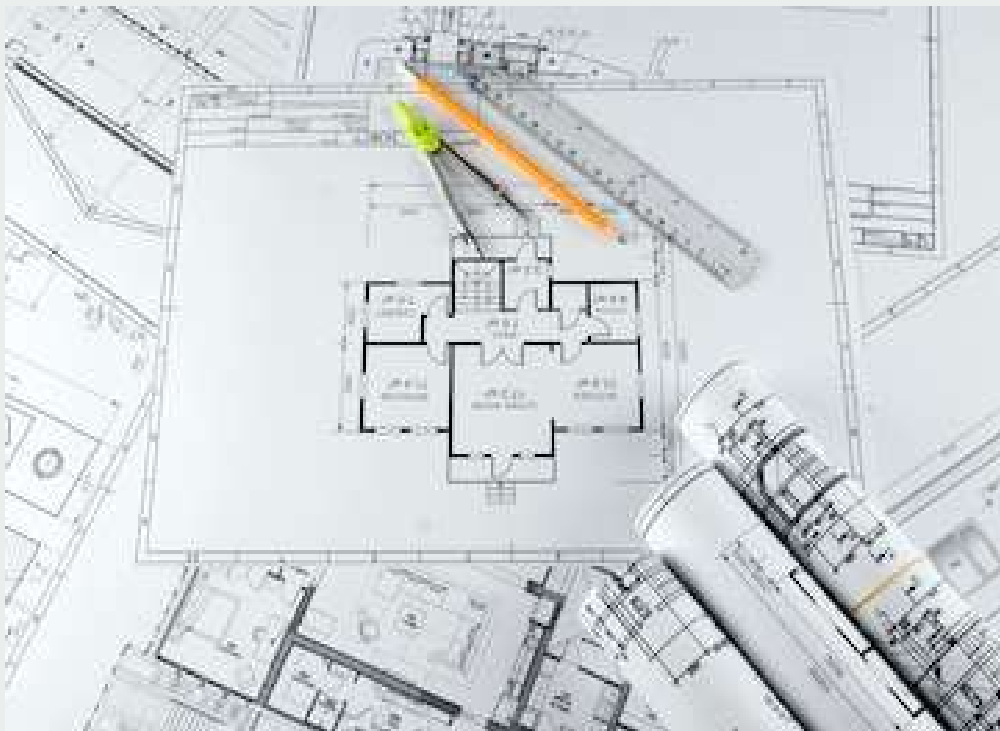


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Foregone Interest	\$ (192,252)	\$ (291,782)	\$ (114,195)	\$ -





Requested Actions

- Adopt zoning code text amendment to VMC 20.915 allowing for a deferral of traffic and park impact fee payment for multifamily housing developments.
- Adopt code text amendment to VMC 14.04.235 allowing for a deferral of system connection fee payment for multifamily housing developments.



Thank You



bryan.monroe@cityofvancouver.us | 360-487-7958



8/11/25 (Date of First Reading)

8/18/25 (Date of Public Hearing)

ORDINANCE NO. M- []

AN ORDINANCE of the City of Vancouver relating to changes to the City’s Water And Sewer Use – Regulations And Charges Ordinance; adopting an amendment to section VMC 14.04, of the Vancouver Municipal Code (VMC); allowing for a deferral of utility system development charges for connecting to city utility services, providing for severability, and setting an effective date.

WHEREAS, Washington State law (RCW 35.92.025) authorizes cities to charge property owners seeking to connect to municipal water or sewerage systems to serve new development.

WHEREAS, the City of Vancouver adopted a utility systems development charge fee in 1981 through Ordinance M-2135 most recently updated in 2022 through Ord M-4359, and

WHEREAS, according to data from the City of Vancouver permitting system, multifamily building permit issuance and completion rates continue to fall behind production goals aimed at relieving the effects of housing supply and demand.

WHEREAS, City Council desires to encourage additional housing production through provisions of housing development incentives, and

WHEREAS, City Council desires to amend the City’s Water And Sewer Use Regulations And Charges Ordinance to allow for a deferred payment of the utility connection fees for multifamily development, and

WHEREAS, the intent of the proposed utility system development charge fee payment deferral is to reduce the upfront financial cost burden of housing development at the outset of construction thereby making financing of developments more attainable.

WHEREAS, the City Council finds that proposed utility system development charge fee payment deferral set forth in this Ordinance will promote the general welfare of the people of Vancouver, and will encourage the development of additional multi-family housing units within the City; and

WHEREAS, with proper notice to the public, the Vancouver City Council conducted the first reading of the proposed ordinance on August 11, 2025, and a public hearing concerning the ordinance and proposed code change on August 18, 2025.

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

Section 1. **Recitals Adopted as Findings.** The City Council hereby adopts and incorporates by reference the above recitals and the information in SR_____ as findings as findings in support of this Ordinance.

Section 2. **Amendment.** Vancouver Municipal Code Section 14.04.235 entitled “System development charges – Connection fees.” as initially codified by Ordinance Ord. M-2135 and last amended by Ordinance M-4359 is hereby amended as follows:

14.04.235 System development charges – Connection fees

[...]

C. *Payment Required ~~Prior to Connection~~.* A system development charge is imposed as a connection charge pursuant to RCW [35.92.025](#) upon all lands in the city and all lands outside the

boundaries of the city which connect to either the city water system or sewerage system or to both. Unless deferred as noted herein, The system development charges shall be paid in full with an upon submittal of application for connection to the sewer system or water system; provided, that a building permit application or an application for expanded service has been filed. System development charges for multifamily housing development may be deferred until the scheduling of building occupancy permit inspection by the City provided that:

1. “Multifamily” shall be defined as a building or portion thereof designed or used as a residence by three or more households and containing three or more dwelling units.
2. A system development charge deferral application must be submitted for each utility connection permit. The system development charge deferral application shall include an agreement and property lien document on a form provided by the City, to be recorded against the property, granted to the City of Vancouver in the amount of the deferral in addition to the amount of any future system development charge increases taking effect prior to payment pursuant to VMC 14.04.235(I). The lien shall be signed by all owners of the property, with signatures acknowledged as required for a property deed. The lien shall be binding on all successors, and subordinate to one mortgage for construction of the property granted by the system development fee deferral applicant.
3. The system development charge payment deferral period shall terminate on the date that an application for inspection for temporary, or final certificate occupancy (if no temporary certificate required), is submitted, or 36 months from issuance of the building permit, whichever event occurs first, at which time any deferred impact fee shall be due. The City may deny an application for temporary building occupancy inspection and withhold issuance of any building occupancy permits until all deferred fees have been

paid. The City may withhold scheduling the occupancy permit inspection and issuance until the system development fees are paid in full.

4. Upon receipt of all deferred system development fees, the City of Vancouver shall execute release of the lien for the property. The property owner at that time shall be responsible for recording the lien release, at their expense.
5. The City of Vancouver may institute foreclosure proceedings for unpaid system development due.
6. System development charges are initially calculated at the time of utility connection application but are subject to increase until paid as provided for by VMC 14.04.235 (I).

In ~~any case~~ the event ~~in which~~ that a building permit expires from passage of time, any utility connection permit which had been issued for the use provided for in that building permit shall likewise expire and a new system development charge must be paid and a new utility connection permit secured.

[...]

Section 3. **Effective Date.** This ordinance shall be effective 30 days from passage.

DATE OF FINAL PASSAGE by the Vancouver City Council:

SIGNED this _____ day of _____, 2025.

Attest:

Anne McEnery-Ogle, Mayor

Approved as to form:

Natasha Ramras, City Clerk

Nena Cook, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE of the City of Vancouver relating to changes to the City’s “Water And Sewer Use – Regulations And Charges” ordinance; adopting an amendment to section 14.04.235 (C), of the Vancouver Municipal Code (VMC); allowing for a deferral of utility system development charge fee payment for multifamily housing development, providing for severability, and setting an effective date.

The full text of this ordinance will be mailed upon request. Contact public records staff at (360) 487-8480, citypdr@cityofvancouver.us, or via [Public Records Request -The City of Vancouver, WA](#).

Homelessness Emergency Situation Report

Incident Name: Homelessness Emergency

Incident Commander: Aaron Lande

Situation Report # 20

Operational Period: June 2025

New Emergency Orders (if any)

None. The list of existing emergency orders can be found on the City's [Homelessness Emergency Declaration](#) page.

Emergency Response

- We have lost 17 people since December 2024 Homeless Memorial
 - 2 in the month of June
- VFD Data: Reporting quarterly – Next update in July for second quarter.
- VPD Data:

Police Events and Time on Events with Unsheltered Homelessness Involvement

	June 2025	Year to Date
# of Events	965 (9.8%)	5,845 (10.2%)
Time Spent on Events (hours)	1,914.5 (17.8%)	11,743.2 (17.9%)

- The blue row provides the **total number of events** officers indicated were related to unsheltered homelessness in the month of June and year to date (YTD), as well as the **percentage of all events these events represent relative to all police events** in June and YTD.
- The green row provides the **total number of officer hours spent on events** officers indicated were related to unsheltered homelessness in the month of June and year to date (YTD), as well as the **percentage of time spent on these events** relative to all events in June and YTD.

HART Activities

- HART conducted clean-ups at the following locations:
 - Leverich Park, Ellen Davis, and Discovery Trail areas
 - Area around W 11th, 12th, 13th, and Jefferson, King, Lincoln streets
 - Burnt Bridge Creek Trail system near Andresen Rd
 - 3rd and Washington area
 - Regular coordination with WSDOT for outreach and cleanup on their properties along the freeway system in the City of Vancouver

HART Encampment Cleanups and Solid Waste Removal	
Type of Operation	Tons Removed
Coordinated health & sanitation encampment cleanups	19.91
HART Encampment Response Coordinator – rapid response crew	8.75
Year-to-date	154.41

- Responded to 90 My Vancouver app submissions in June; YTD: 605
- Handed out 69 naloxone kits and provided awareness on overdose response to 24 individuals through our partnership with WA State Dept. of Health’s Opioid Education and Naloxone Distribution (OEND) Program.
 - **1 overdose was reversed by HART** using these naloxone kits in June
** OEND supports access to naloxone for people who are likely to experience or witness an opioid overdose by providing free naloxone to organizations and community groups for distribution to clients and community members.*
- Continued Burnt Bridge Creek Trail encampment decommissioning process

Community Engagement

- Presented on the City’s homelessness response and HART’s role to the Fourth Plain Village Neighborhood Association.
- Shared the City of Vancouver’s approach to coordinating services with the City of Bloomington, Indiana as they develop their response to homelessness in their community.
- Shared all the great things the City of Vancouver is doing in response to homelessness in our community with about 60 students and staff from Eisenhower Elementary School.

Safe Stays/Safe Park

- The Outpost:
 - 2 residents obtained IDs.
 - **2 residents obtained employment** (1 with Talkin’ Trash), a step towards increased independence.
 - 1 resident has a detox date in early July **working towards sobriety.**

- **2 new residents were welcomed**, and staff continue to foster a community building environment among all residents.
- Garden is in full bloom, and the residents enjoy working in it!
- Hope Village:
 - **3 residents have housing referrals** (for Lincoln Place 1 & 2) and are anticipated transitioning to housing soon.
 - 1 resident able to have **minor surgery with a safe place to recover**.
 - **2 residents obtained employment**.
 - 1 resident obtained their Social Security and insurance cards.
 - **1 resident enrolled at Clark College** working on their goal to become an addiction counselor.
 - Ongoing support groups are helping residents achieve their goals, as well as a **new goal-setting group** to help those new in the process begin their path to achievement.
 - Residents are remaining engaged in regular art activities, bingo, and game nights in support of community connection and well-being.
 - **This site maintains a unique relationship with Community Court**, being right next door. HV staff/leadership regularly attends Community Court, provides tours and information about HV to interested court participants, and works with HART to transition folks engaging with Community Court services into HV as a way to encourage and support their progress.
- 415 West:
 - **4 residents transitioned into housing**, 2 of whom were original 415 West residents.
 - 1 additional resident has been referred to housing, and **1 other resident was approved for Long-Term Care through DSHS**.
 - **7 residents are engaged with treatment** services – 1 in IOP (intensive Outpatient), 1 in MAT (medication assisted treatment), and 5 in both.
 - Staff have been working with Council for the Homeless to identify potential candidates for Lincoln Place 2 (LP2) referrals, as well as work on obtaining verification of disability for any residents who score into Permanent Supportive Housing (PSH) in advance of any potential referral to help reduce the time between program opening, referral and housing.
 - There are currently **4 residents identified and document-ready for LP2**.
 - **Disability documentation has been obtained for 8 additional residents** scoring into PSH for future referrals.
 - Onsite gardens have begun producing a harvest – celery, lettuce, radishes, and some strawberries. Many residents find caring for the flowers, plants, and vegetables to be therapeutic.
- Kiggins Village:
 - **4 residents transitioned into housing**, with one of those being through the Everybody In pilot partnership between the City, Vancouver Housing Authority, and Council for the Homeless.

- 1 resident and their pet (the last of the original KV residents) signed a lease with move-in soon to come!
- **10 residents** obtained IDs and Social Security cards, and 1 resident obtained their birth certificate as part of the process of becoming **“document-ready” for housing**.
- **3 residents participated in detox** services.
- At the end of their first full fiscal year open, they have **helped house 26 individuals**, and **all 26 are still housed and in good standing** with their property managers!
- Homeward Bound – Safe Park:
 - 77 total individuals served – including **7 children and 39 pets currently on-site**.
 - **1 resident has obtained employment** (with Talkin’ Trash) and celebrated 4 months of sobriety.
 - **3 residents completed the Rent Well** tenant education course.
 - 5 residents are approved for housing and hope to move in over the next two months – 3 through the Everybody In pilot partnership, and 2 veterans with VASH vouchers.
 - **1 resident who has experienced unsheltered homelessness for more than a decade accepted a safe parking spot and is actively engaging with the program (along with their pets)**.
 - Misters and small pools have been set up to help residents, especially those with kids and pets, to stay cool during the summer.

Bridge Shelter

- Building demolition began on property
- Clark County grant awards and fiscal sponsorship agreement with PeaceHealth approved by Council

Community Court

Newly cited/referred into Court	75
Opted into Community Court	17
Graduations (successful completion)	6
Community Service hours completed	38
Obtained Temporary Housing	0
Mental Health/Substance Use Disorder evaluations completed	11
Accessing/participating in treatment services	1

Court Highlights for June:

- A local company, DaBella, provided lunch for Community Court in May and wrote the following in their June employee newsletter, **“This was not just another charity partnership—it was a local civic collaboration that allowed us to be part of something bigger than ourselves.”**
- Clark County District Court received funding from the WA State Administrative Office of the Courts for fiscal year 2026. This renews support for the Clark County Volunteer Lawyers program position at Community Court and adds a probation services case manager for full Fridays at Community Court, increasing our weekly CCAT assessments capacity. Funding runs from 07/01/2025 to 06/30/2026.

Property Closures

None. The list of properties which have been closed by emergency orders can be found on the City’s [Homelessness Emergency Declaration](#) page.

Our Appreciation

This month, we recognize Geographic Information System (GIS) for their expertise and support of the City’s response to unsheltered homelessness in our community. Their work and extra efforts have made our work more effective and efficient through building out our annual HART survey to collect critical information and data. They have also been a great help in determining acreage of irregular shaped properties for the emergency orders closing public property to camping.

In recognition that the City’s Homelessness Response team could not accomplish what it does alone, especially during this declared emergency, HART would like to express its appreciation for the many departments and individuals who partner in the work:

- Economic Prosperity and Housing Department
- Public Works – grounds, streets, greenways, parks, environmental services, transportation, and more
- Vancouver Police Department
- Vancouver Fire Department
- Vancouver Parks, Recreation and Cultural Services
- Code Compliance
- Parking Services
- General Services
- Information Technology
- Planning
- Budget
- Legal
- Procurement
- Administrative Assistants
- And countless others who are critical to our mission

Homelessness Emergency Situation Report

Incident Name: Homelessness Emergency

Incident Commander: Aaron Lande

Situation Report # 21

Operational Period: July 2025

New Emergency Orders (if any)

2023-03-008 relating to the closure of 9.66 acres of public property commonly known as 'The Burnt Bridge Creek trail near Andresen Rd'.

Emergency Response

- We have lost 19 people since December 2024 Homeless Memorial
 - 2 in the month of July
- VFD Data: Year-to-date **Fire** calls for service = **268** and **EMS/Rescue** YTD calls = **1,363**
- VPD Data:

Police Events and Time on Events with Unsheltered Homelessness Involvement

	July 2025	Year to Date
# of Events	971 (9.5%)	6,816 (10.1%)
Time Spent on Events (hours)	2,246.3 (18.4%)	13,989.5 (17.9%)

- The blue row provides the **total number of events** officers indicated were related to unsheltered homelessness in the month of July and year to date (YTD), as well as the **percentage of all events these events represent relative to all police events** in July and YTD.
- The green row provides the **total number of officer hours spent on events** officers indicated were related to unsheltered homelessness in the month of July and year to date (YTD), as well as the **percentage of time spent on these events** relative to all events in July and YTD.

HART Activities

- HART conducted clean-ups at the following locations:
 - Area around W 11th, 12th, 13th, and Jefferson, King, Lincoln streets
 - Columbia Way and Columbia St area
 - W Mill Plain near 4th Plain connector
 - 4th Plain Blvd and I-205
 - Regular coordination with WSDOT for outreach and cleanup on their properties along the freeway system in the City of Vancouver

HART Encampment Cleanups and Solid Waste Removal	
Type of Operation	Tons Removed
Coordinated health & sanitation encampment cleanups	31.18
HART Encampment Response Coordinator – rapid response crew	5.56
Year-to-date	191.15

- Responded to 113 My Vancouver app submissions in July; YTD: 718
- Handed out 12 naloxone kits and provided awareness on overdose response to 9 individuals through our partnership with WA State Dept. of Health’s Opioid Education and Naloxone Distribution (OEND) Program.
 - *The Dept of Health has temporarily suspended shipment of the kits due to the end of the State fiscal year, and unpredictable Federal funding streams which partially support this program.
 - * *This program supports access to naloxone for people who are likely to experience or witness an opioid overdose by providing free naloxone to organizations and community groups for distribution to clients and community members.*
- Closure of the Burnt Bridge Creek trail encampment near Andresen (7/23)

BBC List Total:	41
Accepted/Entered Shelter:	23
Entered and Exited Shelter:	10
Declined Shelter/Engagement:	10
Ineligible:	2
MIA prior to closure:	6
* 13 individuals from BBC still in shelter	
* 0 arrests or citations on closing day, but several citations since beginning the process, with some people being cited multiple times.	

* After work at the BBC/Andresen camp was completed, the crews went to a few other areas along BBC that day, that had also been posted for cleanup, because camping is expressly prohibited at all times anywhere else along BBC.

Breakdown of solid waste removed along BBC 7/23:

BBC/Andresen:	7 tons
Other BBC locations:	3.22 tons
Total solid waste removed:	10.22 tons

Community Engagement

- Developed a partnership with the WA State Department of Ecology Litter Corps. They primarily focus on roadside litter cleanup in addition to illegal dumpsites on public lands. HART often gets reports of solid waste for removal which has no connection with homelessness. Litter Corps has already removed a giant pile of discarded tires and cleaned up litter along the banks of a local creek! We look forward to continuing our partnership, and enjoying a cleaner, safer community!

Safe Stays/Safe Park

- The Outpost:
 - **1 resident transitioned into housing.**
 - **2 residents have move-in dates** scheduled in August, and **6 other residents are approved** or nearly certified for various housing programs (4 for Everybody In pilot, and 2 for Lincoln Place 2).
 - 1 resident obtained ID.
 - **1 resident completed detox** services and doing quite well.
 - July was a busy month celebrating the 4th, a resident’s birthday, recovery café meetings, craft days, bingo nights, and more, plus connecting with visiting past graduates during these events!
 - Many of these events are hosted or led by other community members or partners – Recovery Café, YMCA, and other friends of the Outpost Safe Stay Community.
 - The same OI staff member that helped paint the street mural at 11th & Esther is hosting arts and crafts with the residents.
- Hope Village:
 - **1 resident transitioned into housing.**
 - 1 high-needs resident transferred to another system of care.
 - 3 residents are either referred or nearly ready for housing referral with Aug/Sept projected move in dates, and **1 resident is planning to reconnect with family** out of state.
 - Welcomed **1 resident as a transfer from safe park, providing more substantial stability, shelter, and intensive case management** to move forward.

- 1 resident obtained ID, 2 residents obtained birth certificates, and several other residents made progress on document-readiness.
 - **2 residents seeking employment had interviews.**
 - Sadly, we experienced the sudden and tragic loss of a staff member at this site, Scott Thacker. Scott was a veteran, a peer, a father, and a friend to many. He was an absolute pleasure to work with, and he is sorely missed. Staff and residents created a memorial space at the site and organized a vigil, allowing staff, residents and Scott's family and work friends to honor and remember him together.
- Kiggins Village:
 - 4 residents obtained IDs; 3 residents obtained Social Security Cards; 1 resident obtained their birth certificate, helping with document-readiness for housing.
 - **1 resident participated in detox services.**
 - **25% of current participants have been in program less than 9 days** in this period, so are currently in the early stages of stabilization and case planning for each participant.
 - The City posted needs for the Safe Stays, and a **home builders foundation donated a gazebo for outdoor meeting space** as well as providing a lot of beautifications on site.
 - Several neighbors have expressed interest in supporting Kiggins Village with monthly meals, game nights, and other donations.
- 415 West:
 - 4 residents have been referred to various housing programs (2 for LP2).
 - 3 residents obtained IDs, and 3 residents obtained Social Security cards.
 - **1 resident obtained employment.**
 - Multiple residents continue to engage in treatment, and one is seeking inpatient care.
 - **Milestones: 1 resident celebrated 30 days clean and sober while another passed the 15-year mark!**
 - Among all the positive things happening, the passing of a prior participant was hard on staff and current participants. Staff have been assisting the family, the medical examiner, the property manager, and the VA with information, needed documents, and next steps that are to follow. He will be greatly missed.
- Homeward Bound – Safe Park:
 - 70 total individuals served – including 8 children, and **36 pets.**
 - **6 residents transitioned to various housing types:** no subsidy, subsidized, family reunification.
 - **2 residents transferred to another program** of care better suited to meet their needs.
 - 1 resident struggling to get ID/SS card now has them and landed a job interview.
 - **2 residents have accepted employment** who were previously unemployed.
 - **1 resident celebrated 6 months of sobriety.**

- Multiple residents with health needs (dentures, vision care, etc) were able to connect with those services.
- Provide transportation to 6 or more residents each week to connect with New Life Resource Hour where residents connect with supportive services and build connections beyond the programming at Safe Park.

Bridge Shelter

- Demolition on property is complete.
- The land use permit was reviewed by the City; building permit set submitted by the design team and is being reviewed by permit officials.
- City Council approved purchase of Pre-Engineered Metal Building (PEMB) from Sourcewell (BlueScope/Butler is supplier). We hope to give a Notice to Proceed (to begin fabrication) in August.
- Procurement released RFP for early procurement of the electrical switchgear, which is a long-lead item (RFP closed August 13).
- We expect to release the Invitation to Bid (ITB) for general contractor in late August or early September.

Community Court

Newly cited/referred into Court	59
Opted into Community Court	16
Graduations (successful completion)	3
Community Service hours completed	23
Obtained Temporary Housing	7
Mental Health/Substance Use Disorder evaluations completed	2
Accessing/participating in treatment services	3

Court Highlights for July:

- Court was not held on July 4th, so only 3 weeks of Community Court held in July.
- Funding for a Probation Services Case Manager position was secured, and this person will be assigned to Community Court each week to expand capacity for conducting the intake assessments each week. Interviews were held in July with an anticipated start date in early August.

Property Closures

Under Emergency Order 2023-003, the City Manager declared additional publicly owned property closed. The list of properties which have been closed by emergency orders can be found on the City's [Homelessness Emergency Declaration](#) page.

Our Appreciation

This month, we recognize Neighbors on Watch (NOW) volunteer program of the VPD for their ongoing support of the City's response to unsheltered homelessness in our community.

NOW volunteers are citizens who choose to donate their time, talents, and effort to support the mission of the VPD. They work closely with the Neighborhood Police Officers (NPOs) who work closely with HART, focusing their attention in those areas meaningful to the work of both the VPD and HART. They provide extra "eyes and ears" reporting concerns in a timely manner to the NPOs and HART, sometimes closing the gap between someone living unsheltered and the services they need to move forward. We appreciate both their selfless volunteerism as well as their great partnership in addressing unsheltered homelessness in our City.

In recognition that the City's Homelessness Response team could not accomplish what it does alone, especially during this declared emergency, HART would like to express its appreciation for the many departments and individuals who partner in the work:

- Economic Prosperity and Housing Department
- Public Works – grounds, streets, greenways, parks, environmental services, transportation, and more
- Vancouver Police Department
- Vancouver Fire Department
- Vancouver Parks, Recreation and Cultural Services
- Code Compliance
- Parking Services
- General Services
- Information Technology
- Planning
- Budget
- Legal
- Procurement
- Administrative Assistants
- And countless others who are critical to our mission