

City Council Meeting Agenda November 3, 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. November 3, 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 November 3, 2025. Instructions will be provided on-site. Register to testify online. Online registration is open until 12:00 p.m. on November 3, 2025.

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

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

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

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

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

Review Street Funding Strategy Finances Accomplishments

(Approximately 45 minutes)

Ryan Lopossa, Streets and Transportation Manager, ryan.lopossa@cityofvancouver.us

Utilities Capital Improvement Program Updates

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

Chris Malone, Public Works Finance and Asset Manager, chris.malone@cityofvancouver.us

Strategic Plan Updates

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

Tanya Gray, Performance Analyst, Aaron Lande, Assistant City Manager,
Tanya.Gray@cityofvancouver.us, aaron.lande@cityofvancouver.us

**Council Dinner / Executive Session Re: Discussion of Collective Bargaining Negotiations
RCW 42.30.140(4) (30 Minutes) 6:00 - 6:30 p.m.**

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

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. Interagency Agreement — Arts Hub Roof and Chiller Repairs

Staff Report: 220-25

Request: On Monday, November 3, 2025, award a construction contract to MacDonald Miller Facility Solutions of Portland, Oregon for the roofing replacement and chiller repairs at City of Vancouver Arts Hub at their bid price of \$2,570,561, and authorize the City Manager or designee to finalize and execute the same.

Wyatt Jones, Capital Projects Project Manager, Julia Denton, Senior Procurement Specialist, Wyatt.Jones@cityofvancouver.us, julie.denton@cityofvancouver.us

2. Right-of-Way Telecommunications Franchise Agreement for Hyperfiber of Washington, LLC d/b/a Ripple Fiber

AN ORDINANCE relating to management of the public rights-of-way, granting to (Hyperfiber of Washington, LLC d/b/a Ripple Fiber) and its affiliates (“Grantee”), a (LLC) (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: 221-25

Request: On November 3, 2025 advance the ordinance on first reading, setting a date for second reading and public hearing on December 15, 2025.

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

3. Right-of-Way Telecommunications Franchise Ordinance Agreement for Forged Fiber 37 LLC

AN ORDINANCE relating to management of the public rights-of-way, granting to Forged Fiber 37, LLC, a Delaware limited liability company (“Grantee”), 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. Grantee and City are sometimes collectively referred to as the “Parties.”

Staff Report: 222-25

Request: On November 3, 2025, advance the ordinance on first reading, setting a date for second reading and public hearing on December 15, 2025.

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

4. Approval of Claim Vouchers

Request: Approve claim vouchers for November 3, 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.

5. Ordinance Authorizing 2026 Rate Adjustments for City of Vancouver Garbage, Recycling and Organics Collection Contract

AN ORDINANCE relating to rate setting for collection of solid waste, recyclable materials and organics, and amending certain sections of VMC 6.12 to increase or adjust 2026 rates and charges consistent with approved utility user taxes and rates and in accordance with current contracts; providing for savings, severability and an effective date.

Staff Report: 219-25

Request: On Monday, October 27, 2025, advance the proposed ordinance on first reading and set a date of November 3, 2025, for a public hearing and second reading.

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

Communications

- A. From the Council**
- B. From the Mayor**
- C. From the City Manager**

Adjournment

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2025 Dedicated Street Funding Workshop

Ryan Lopossa

Public Works

Transportation Division Manager

November 3, 2025





Agenda

- 2025 dedicated street funding accomplishments
- Transportation Benefit District (TBD) amended workplan/budget
- Questions/Discussion



2025 Dedicated Street Funding Revenues

Funding Source	2024 Revenue (Millions)	2025 Revenue (Millions)
	Actuals	Estimated
TBD Vehicle License Fee	\$5.25	\$6.00
TBD Sales Tax	\$6.95	\$7.00
Utility Tax	\$2.70	\$2.50
Business License Surcharge	\$3.06	\$4.20
State Gas Tax	\$0.48	\$0.48
Paid-off Debt	\$2.20	\$2.20
Total	\$20.64	\$22.38



2025 Dedicated Street Funding Expenses

Program	2024 Expenses (Millions)	2025 Expenses (Millions)
	Actuals	Estimated
Transportation Capital Program	\$8.04	\$3.35
Mobility Safety Accessibility	\$1.50	\$0.00*
ROW Management	\$1.20	\$1.00
Sidewalk Management	\$0.47	\$0.50
Pavement Management	\$6.50	\$8.00
Asset Replacement	\$0.20	\$0.20
Neighborhood Traffic Management	\$0.13	\$0.13
Corridor Projects (was complete streets)	\$5.20	\$6.68
Total	\$23.24	\$19.86

*Mobility program replaced with Complete Street Program in 2025.



2025 Corridor Projects

- Mill Plain & MacArthur Improvements (PE/ROW)
- McGillivray Boulevard (PE)
- E 33rd/E 29th Street (CN)
- NE 112th Avenue (PE)
- Fourth Plain Boulevard Multi-use Path (PE)
- NE 86th/87th Avenue (PE)
- NE 97th/98th Avenue (PE)



2025 Neighborhood Traffic Calming Program

- NE 49th Street (122nd Ave to 137th Ave)
 - North Image
- Brandt Road (Mill Plain to 18th St)
 - Harney Heights
- Grand Blvd. (25th St to 30th St)
 - Fourth Plain Village and Rose Village
- E McLoughlin Blvd (E St to Interstate 5)
 - Arnada



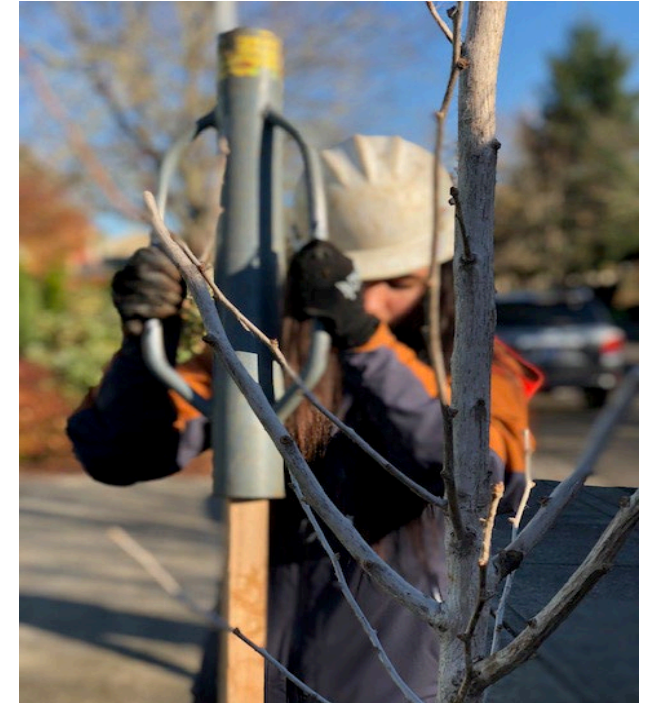
2025 Pavement Management Program

- Approximately 1,900 lane miles to maintain
- 2025 accomplishments (estimated):
 - Resurfacing = 12.5 lane miles
 - Preservation = 59.1 lane miles
 - ADA ramps = 200
 - Alley aprons = 27



2025 Right-of-Way Maintenance

- Continued arterial sweeping on two-week cycles
- Restored levels of ROW maintenance: Emphasis on litter collection, weed management, and sight-distance maintenance
- Continued work with Urban Forestry to replace dead/damaged trees



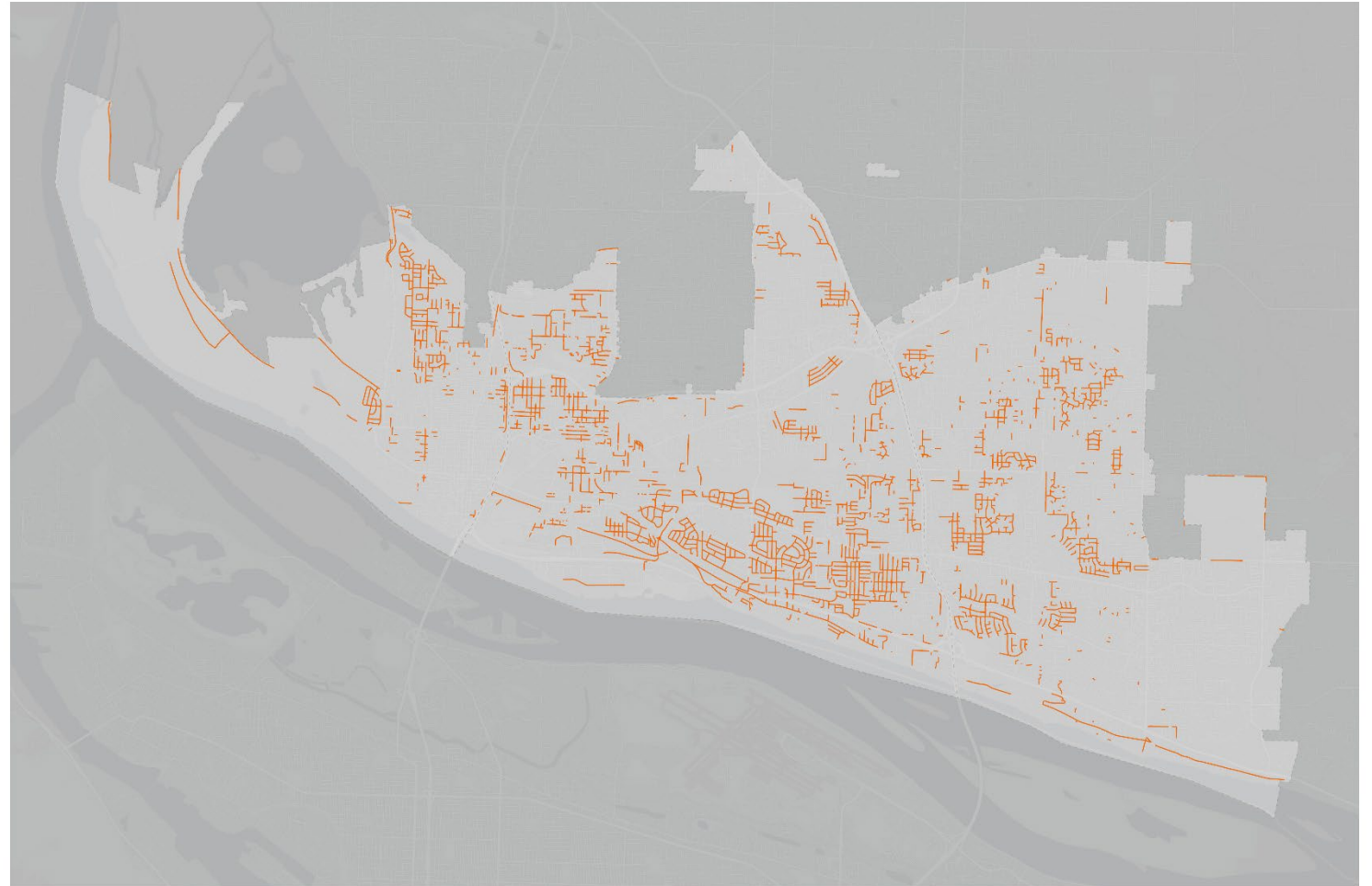
2025 Sidewalk Management

- 2025 accomplishments (estimated):
 - 1,397 inspections, 381 correction notices, 75 right-of-way permits, 20 sidewalk permits
 - Working with residential and businesses to fix defects in sidewalk
 - Construction work zone compliance
 - City currently updating our ADA transition plan
 - Staff identifying priorities for sidewalks and ramps



Sidewalk Infill

- 610 total centerline miles of streets in the City
- 189 centerline miles of streets with no sidewalks on either side
- Sidewalk infill cost equals approximately \$700/LF or \$3.7 million/mile



2025 Signal and Lighting Program

- 2025 projects:
 - Using 2025 allocation for Main Street Promise project.



2025 Grant Funding Program

- Grant matching revenues come from Benefit District, Transportation Impact Fees (TIF), developer contributions, etc.
 - Evergreen Highway Trail (Chelsea to Image) - Construction
 - \$3.0 M federal grant through Regional Transportation Council (RTC)
 - NE 49th Street (122nd to 137th) - PE
 - \$0.56 M federal grant through Regional Transportation Council (RTC)
 - Fourth Plain multi-use path (62nd to Andresen) - PE
 - \$0.3 M federal grant through Regional Transportation Council (RTC)
 - Upper Main corridor project (39th to 45th) – Construction
 - \$2.0 M State grant Connecting Community Program
 - Still waiting to hear back from Transportation Improvement Board (TIB)
 - 18th Street (97th to 107th); 112th Avenue (Mill Plain to 28th); Fruit Valley/78th Street Roundabout.



2025 Transportation Benefit District Budget

Project Name	2025
Pavement Preservation Program & Curb Ramps	\$5,000,000
Traffic Signal and Lighting Sustainability	\$200,000
Neighborhood Traffic Management Program	\$130,000
Mill Plain/MacArthur Improvements	\$3,100,000
Andresen/Fourth Plain Right-Turn Lane Extension	\$350,000
33rd/29th Street Corridor Project	\$1,175,000
Main Street Promise	\$3,000,000
McGillivray Blvd – Chkalov Dr to Village Loop Corridor PProject	\$1,300,000

Project Name	2025 continued
112 th Avenue Corridor Project	\$250,000
Fourth Plain – 62 nd to Andresen Multiuse Path	\$0
Burton Road Corridor Project	\$0
122 nd Avenue Corridor Project	\$100,000
86 th /87 th Avenue Complete Street	\$100,000
72 nd Avenue Corridor Project	\$100,000
97 th /98 th Avenue Corridor Project	\$100,000
Upper Main Street Corridor Project	\$0

Project Name	2025 continued
Corridor Project Evaluations	\$100,000
Safe Routes to School Program	\$200,000
Transportation System Plan Implementation	\$75,000
Transportation Demand Management Program	\$25,000
Bicycle and Small Mobility Program	\$25,000
Transportation Grant Writing Program	\$25,000
Washington State Audit of fund 634	\$20,000
2025 Total	<u>\$15,555,000</u>

- Staff will request moving \$2 M from Jefferson Realignment Project to 18th Street (97th to 107th) Project
- All Projects are included in the 2026-2031 Transportation Improvement Program (TIP) adopted 06/16/2025



2026 Transportation Benefit District Budget

Project Name	2026
Pavement Preservation Program & Curb Ramps	\$7,100,000
Traffic Signal and Lighting Sustainability	\$200,000
Neighborhood Traffic Management Program	\$130,000
18 th Street – 97 th to 107 th Avenue	\$2,500,000
192 nd Avenue – 1 st to 18 th Street	\$800,000
Fourth Plain – 62 nd to Andresen Multiuse Path	\$0
Grand Loop Improvements	\$2,770,962

Project Name	2026 continued
112 th Avenue Corridor Project	\$500,000
Burton Road Corridor Project	\$60,000
122 nd Avenue Corridor Project	\$0
86 th /87 th Avenue Corridor Project	\$175,000
72 nd Avenue Corridor Project	\$175,000
97 th /98 th Avenue Corridor Project	\$150,000

Project Name	2026 continued
Corridor Project Evaluations	\$100,000
Safe Routes to School Program	\$200,000
Transportation System Plan Implementation	\$75,000
Transportation Demand Management Program	\$25,000
Bicycle and Small Mobility Program	\$25,000
Transportation Grant Writing Program	\$25,000
2026 Total	<u>\$15,010,962</u>

* All Projects are included in the 2026-2031 Transportation Improvement Program (TIP) adopted 06/16/2025



Questions/Discussion





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2026-2031 Utilities Capital Improvement Program

Chris Malone
Business Services Manager
Public Works
November 3, 2025



Agenda Title

- Document format and changes
- Utility Summaries
 - Drinking Water
 - Wastewater
 - Surface Water
- Prioritization tool



Document Format and Changes

- Format similar to the Transportation Improvement Program document
- Updated project lists and financials for each utility
- Updated prioritization/scoring tool
- Staff is proposing to adopt this year's version via resolution



Drinking Water Utility

Summary

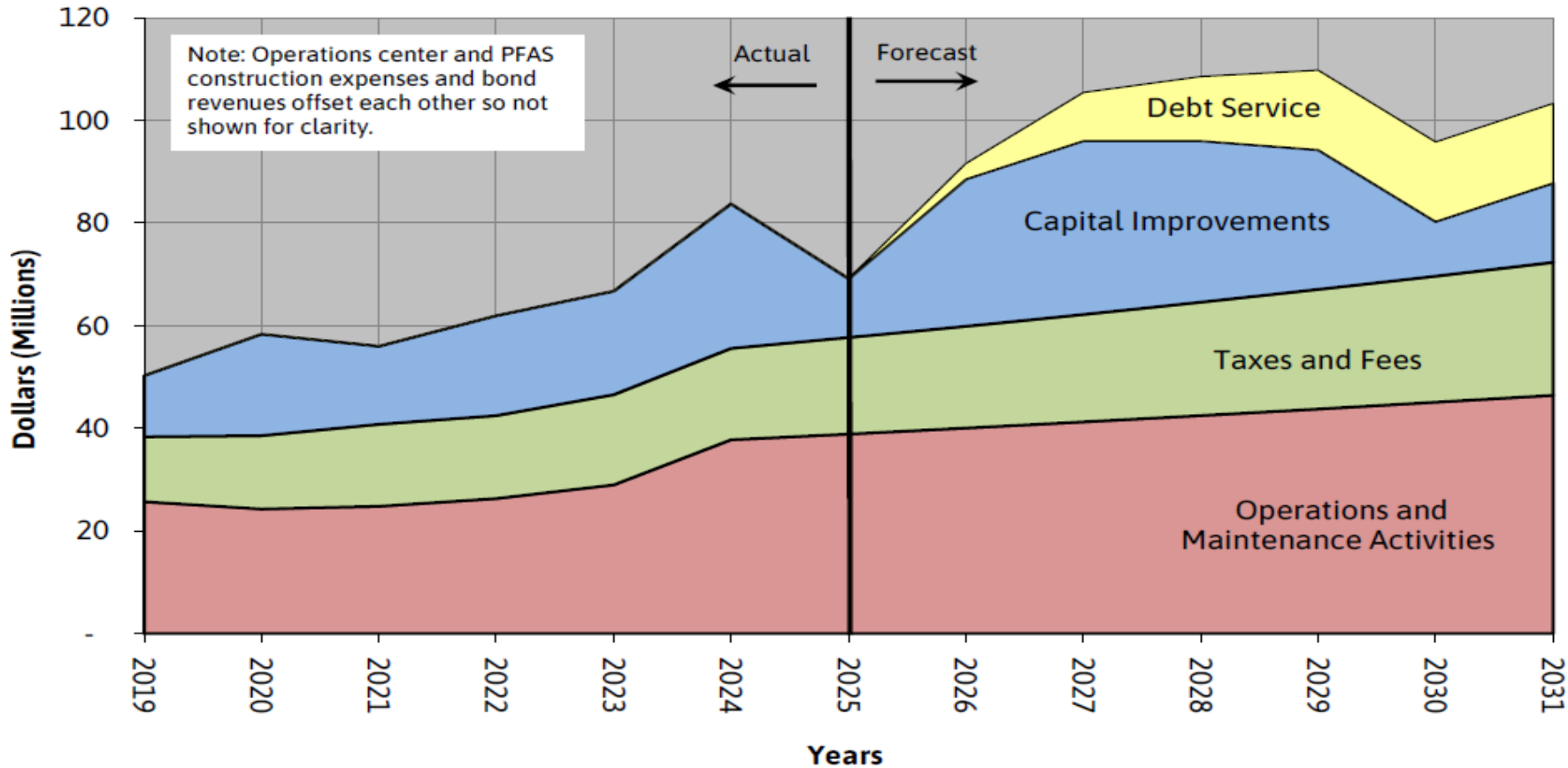
- Drinking water utility funds remain healthy with continued incremental rate increases and bonding for specific projects
 - 4.5% rate increases in 2025 and 2026. Staff likely to recommend 5.5% rate increases for 2027 and 2028.
 - Continue to reduce outside city multiplier
 - Bonding/loans
 - New Operations Center (bond in 2026)
 - PFAS Mitigation
 - Pursuing grants/loans when available
 - Received about \$49 M in loans from State and Public Works Board
 - Received about \$22 M in legal settlement with PFAS manufacturers



Drinking Water Utility

Finances

2019-2031 Water Expenses



Drinking Water Utility

Key projects

- New Operations Center
- Multiple water station upgrades for resiliency and PFAS mitigation
- Multiple well replacements at multiple stations
- Ongoing main/transmission main upgrades
- Electrical equipment upgrades at multiple locations



Wastewater Utility

Summary

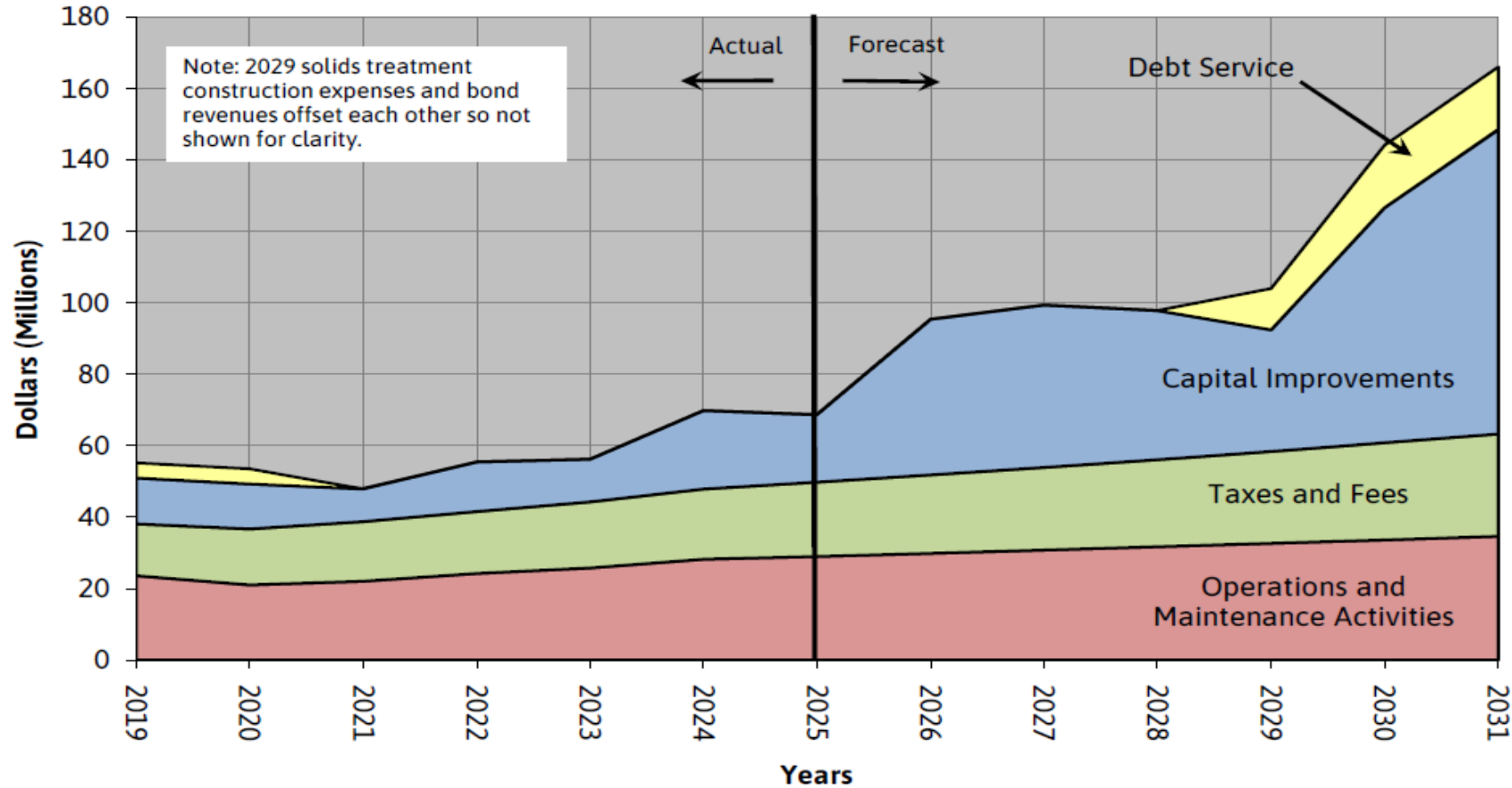
- Wastewater utility funds remain healthy with continued incremental rate increase and bonding for specific projects
 - 6% rate increases in 2025 and 2026. Staff will likely propose 5.5% rate increases in 2027 and 2028.
 - Bonding
 - Solids handling at both treatment plants
 - Continue to reduce outside city multiplier
- Renewing and replacing aging infrastructure throughout system



Wastewater Utility

Finances

2019-2031 Sewer Expenses



Wastewater Utility

Key projects

- Rehabilitation of large diameter interceptors
- Multiple projects to rehabilitate or replace pump stations for resiliency
- Wastewater Solids
 - New conveyance from Marine Park to Westside Treatment Plant
 - Planning for incinerator replacement to resource recovery model
- Process improvements at treatment plants



Surface Water Utility

Summary

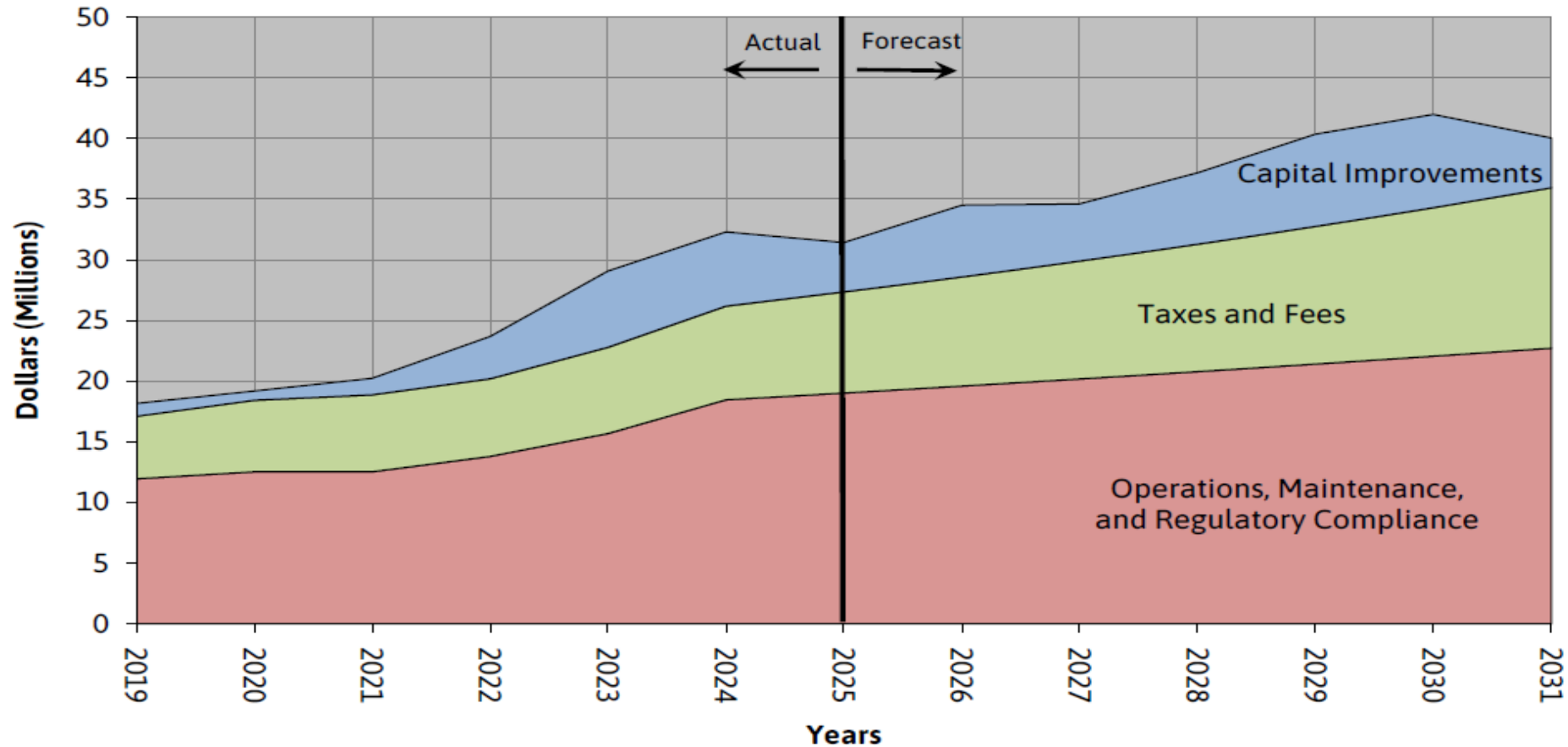
- Surface Water utility funds remain healthy with continued incremental rate increases.
 - 8% rate increases for 2025 and 2026. Staff will likely be proposing 8% rate increases for 2027 and 2028
 - No bonds/no outside city multiplier
- Leverage grant funding where possible to improve water quality
- Compliance with City's stormwater National Pollutant Discharge Elimination permit
- Continued Evaluation of Substandard Systems



Surface Water Utility

Finances

2019-2031 Surface Water Expenses



Surface Water Utility

Key projects

- Mill Creek culvert replacement project
- Water quality study along Burnt Bridge Creek to identify future improvements
- Multiple retrofit projects to improve water quality and resiliency
- Continued evaluation of substandard systems to identify rehabilitation/replacement needs
- Purchase greenspace properties along Burnt Bridge Creek



Project Prioritization Tool

Phase One – Where/Why

Criteria
Equity Index
Financial
Social Impact
Environmental/Climate Action
Safety/Security
Regulatory

Phase Two – Immediacy

Criteria
Regulatory/System Planning
Coordination
Condition/State of Assets



Cost	Very Low	Low	Medium	High	Very High	Benefit
Very High	Long-term	Long-term	Long-term	Medium-term	Near-term	
High	Long-term	Long-term	Medium-term	Medium-term	Near-term	
Medium	Long-term	Medium-term	Medium-term	Near-term	Near-term	
Low	Long-term	Medium-term	Near-term	Near-term	Near-term	
Very Low	Medium-term	Medium-term	Near-term	Near-term	Near-term	

Phase Three – Cost vs. Benefit

*Cost - Estimated project total
Benefit = Phase 1 + Phase 2



Questions/Comments?



Chris.malone@cityofvancouver.us | 360-433-7453 | cityofvancouver.us/utilitycip





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Strategic Plan Update

Aaron Lande

Assistant City Manager

Tanya Gray

Performance Analyst

City Manager's Office

Council Workshop - November 3, 2025





Agenda

- Background
- Progress
- Proposed Updates
- Discussion



Background



Progress

Implementing the plan

- Connect biennial budget to the plan – [Budget Book](#)
- Build a [dashboard](#) for transparency and accountability
- Maintain engagement for periodic assessment and feedback



Proposed Updates

Keep the plan pertinent, practice agility

- **Focus Areas** and **Core Values** are not changing
- **Types of updates**
 - **Administrative** – minor wording, formatting, corrections that do not have substantive effect on content.
 - **Substantive** – proposing removals, edits or additions that change the work, but do not change the core values or strategic outcomes of the plan.



Substantive changes

Edit existing language



- Clarify goal statements that originally conflated different programs.
- Change the supporting metrics when data was not available as anticipated.
- Better alignment with plans that have been developed since the adoption of the strategic plan.
- Update goal and associated metrics to accurately reference existing programs

Substantive Changes

Remove from plan

- Community indicator that required the city to perform a survey of businesses
- Goals and performance measures more appropriately reported at department level
- Metrics tracked by partner agencies
- Realignment of goal – update language and move to different focus area



Substantive Changes

Add to plan

- Add a goal and associated metrics related to the core value of Equity and Inclusion
- Include a goal aligned with Natural Systems
- Realign the goal related to downtown parking with Transportation and Mobility rather than Climate and Natural Systems Focus Area



Review of Update Process

August	September	October/November	December
<ul style="list-style-type: none">• Work with staff• Incorporate proposed changes• Create summary for Strategic Plan Advisory Committee review	<ul style="list-style-type: none">• Convene Strategic Plan Advisory Committee• Review proposed changes• Obtain feedback	<ul style="list-style-type: none">• Editing and finalizing recommendations• Workshop with Council Nov. 3	<ul style="list-style-type: none">• Council Agenda item Dec. 1• Public Hearing Dec. 8





MEMORANDUM

DATE: November 3, 2025

TO: City Council

FROM: Aaron Lande, Assistant City Manager
Tanya Gray, Performance Analyst

RE: **2023-2029 Strategic Plan - Update**

In June of 2023, City Council adopted a 6-year strategic plan (City of Vancouver Strategic Plan 2023-2029 Update, or the “Plan”) to guide the organization in prioritizing and funding work to support desired community outcomes. This memo provides a progress report on plan implementation and suggestions for updates and modifications to Plan to improve the clarity and reporting of work aligned with Focus Areas. No changes to Focus Areas or Core Values are proposed, only changes that relate to how the city is achieving the community outcomes defined in the plan.

Progress report

Plan Requirement	Progress
Connect the Focus Areas to the city budget and investments	During the 2025/2026 budget process, departments identified mission, key services and objectives aligned with the strategic outcomes identified in the Plan. This work is in the budget book document beginning on page 145.
Create a dashboard to provide easy access to reporting for community members	We developed a visual report of progress towards achieving outcomes defined in the Plan. This information is publicly available on the city’s webpage.
Align other city processes, plans, and policies with the overall values defined within the Plan.	Incorporation of values and identification of goals and measures in alignment with the Plan continue to be part of the work of the organization. Connections and references are included in Transportation System Plan , Economic Development Strategy , and Downtown Access, Mobility and Parking Plan .
Maintain a committee to periodically assess progress, provide feedback, and inform decision-making	Members of the Strategic Plan Advisory Committee were invited to review and comment on these proposed changes during meetings in September.
Develop communications that support ongoing community engagement and awareness of the Strategic Plan	Promoted participation in community surveys. Highlighted accomplishments and Plan progress. Supported projects, programs and planning efforts that help advance elements of the Plan.

Summary of Proposed Plan Changes

During the first year and a half of implementing the Plan, staff discovered opportunities for clarification and suggestions to update or change the language for accuracy. Some changes are administrative and improve clarity, other changes are substantive. We offer a report of these suggestions for your consideration and feedback.

Edit Plan

1) Focus Area & Performance Measure
Transportation and Mobility TM.PM.5 Percentage increase of downtown parking users that use alternative modes of access in downtown parking enforcement zones
Reason for Change
Clarify transportation system goals and downtown parking goals in support of similar outcomes by rewording the goal statement. Change the metrics because the American Community Survey data capturing mode splits isn't available for only the downtown area.
Proposed changes
Existing Goal: To facilitate diverse transportation options, City Parking Services will implement a new Downtown Parking Plan emphasizing and increasing mode split utilization by those who live, work and/or recreate in downtown enforcement zones. Proposed Goal: Develop a transportation system that supports and facilitates access to downtown (specifically areas where parking is managed) via methods that do not involve the need to park an automobile. City Transportation Planning and Parking Services teams will implement Downtown Parking and Transportation System Plans to actively support investment in existing and new options for people to get to and around downtown without a vehicle, or to park once and move about downtown using other modes. Existing Metrics: Percentage increase of downtown parking users that use alternative modes of access in downtown parking enforcement zones. The number of individuals who live, work and/or recreate in downtown parking enforcement zones who walk, bike, use public transit or other modes of transportation as compared to individuals who drive. Proposed Metrics: Availability and use of infrastructure and programs that support non-drive alone travel modes into downtown. <ul style="list-style-type: none"> - Pedestrian and bicyclist counts on Columbia - Bike rack installation (count of bike racks available/installed in downtown) - Audible pedestrian crossings and leading pedestrian crossings - C-Tran Ridership and downtown bus stop use - Participation in Commute Trip Reduction for Employees in downtown
2) Focus Area & Performance Measure
Economic Opportunity EO.PM.1 Number of new businesses; EO.PM.3 Number of businesses older than two years
Reason for Change
Replace the original goal statement with a goal developed and included in the five-year Economic Development Strategy. Better alignment with current work plan.
Proposed changes
Existing Goals: To ensure that the Vancouver economy is continuing to grow, the City will provide support and assistance to businesses in areas of the city that have high equity index scores. To ensure the Vancouver economy remains strong, the City will help existing businesses navigate identified barriers to success by implementing programs to help them through startup. Proposed Goal: Goal 2: Create opportunities for generational wealth, especially for underserved communities, by strengthening support for small businesses

3) Focus Area & Performance Measure
Economic Opportunity EO.PM.4 Number of living wage jobs in Vancouver
Reason for Change
Change the goal statement to Goal 1 in Economic Development Strategy Update the “Why it matters” statement. Better alignment with current work plan
Proposed changes
Existing Goal: To increase the number of living wage jobs, the City will work with partner agencies to recruit five new businesses by 2029. Proposed Goal: Goal 1: Establish pathways to accessible quality jobs and reduce barriers to economic opportunity as defined in the Economic Development Strategy. Existing “Why it matters” statement: So that all working people and their families can afford basic necessities without governmental assistance. Proposed “Why it matters” statement: So that all working people and their families can afford basic necessities, developing a supportive and collaborative community with a shared interest and strong commitment to uplifting people.

4) Focus Area & Performance Measure
Vibrant and Distinct Neighborhoods VDN.PM.1 Existence of key businesses in neighborhood districts
Reason for Change
Change goal statement to Goal 4 of the Economic Development Strategy. Better alignment with current workplan
Proposed changes
Existing Goal: To ensure that residents have the business services that they need within close proximity to where they live, the City will analyze demand and supply data to support and inform the development of neighborhood business districts. Proposed Goal: Invest in neighborhood commercial districts that result in safe, vibrant and accessible communities

5) Focus Area & Performance Measure
Economic Opportunity EO.PM.5 Equity Impact analysis (EIA) reports completed for 80% of City projects that meet the scope and size to require evaluation.
Reason for Change
Update all aspects of this goal and performance measure. The language references a non-existent program. Incorporates updated and relevant language associated with equitable development.
Proposed changes
Existing Goal: To support equitable development planning for City-managed development and redevelopment projects, the City will conduct feasibility analyses and equity impact analyses for City development projects. Proposed Goal: Support equitable development planning for City-managed development and redevelopment projects. Existing Metric: Equity impact analysis (EIA) reports completed for 80% of City projects that meet the scope and size to require evaluation. EIA evaluates the feasibility and impact of different development strategies. The analysis considers the impact of factors such as land use, development type, development incentives, parking approach and public benefit. Proposed Metric: Alignment of City redevelopment projects with equitable development goals and outcomes. 100% of City redevelopment projects utilize the tools and approaches outlined in the City’s Equitable Development Strategy and post completion of projects an analysis is performed to measure whether desired goals and outcomes were achieved. Existing “Why it matters” statement: EIA determines how the City’s development plans for specific projects can support diverse populations and create economic opportunities for all City residents. Analysis will focus on business needs, housing, and how to reduce displacement, while creating a high level of accessibility for new development Proposed “Why it matters” statement: The City’s Equitable Development Strategy outlines tools and approaches to ensure that benefits from redevelopment projects (housing and commercial) benefit local residents and underserved communities, with a particular emphasis on guarding against displacement pressures.

Remove From Plan

6) Focus Area & Community Indicator
Economic Opportunity EO.CI.8 Workforce readiness survey
Reason for Change
Remove this community indicator. The city does not currently fund collection of this data.

7) Focus Area & Performance Measure
Economic Opportunity EO.PM.6 Percentage of businesses that are open at the start of the project through completion, relative to typical business closure rates. EO.PM.8-12 Related to a specific Homeless Assistance Program
Reason for Change
The goals and metrics are at a detailed level of reporting that is more appropriately tracked by department or program managers. Keep the strategic plan goals on the 6-year horizon. Other project or program specific goals can be part of department reporting. The goals and metrics will remain but not directly included in the Strategic Plan dashboard.

8) Focus Area & Performance Measure
Economic Opportunity EO.PM.7 Engagement by visitors and locals
Reason for Change
Most data described in this performance measure belong to community partners. Link to data from partners like Visit Vancouver. Dashboard to tracking the lodging tax which is funding source collected by the city.

9) Focus Area & Performance Measure
CN.PM.5 Number of businesses and individuals participating in the parking demand program.
Reason for Change
Remove this goal/performance measure from Climate and Natural Systems focus area, update the language and move new goal to Transportation and Mobility. The work related to parking management downtown is more closely aligned with mobility options rather than climate goals.

Add to Plan

10) Focus Area & Performance Measure
High Performing Government HPG.PM.7 Response rate to outreach methods
Reason for Change
Defines work in alignment with the Equity and Inclusion core value.
Proposed Change
Goal: Provide access to opportunities for everyone to serve, impacting their communities through trust and relationship building, by diversifying the recruiting methods for community to participate in Boards and Commissions. Identify gaps and assess the effectiveness of outreach strategies. Target to increase demographic diversity of Boards and Commissions participants. HPG.PM.7 Response rate to outreach methods. The count of different outreach methods used to build engagement (i.e. social media, community events, partnerships, etc.) and associated response rates for each method. HPG.PM.8 Demographic representation of community responses to outreach. For each recruitment event, collect appropriate demographic data to track participation HPG.PM.9 Demographic representation of Boards and Commissions. The demographic representation of boards and commissions is in alignment with the City demographics. Why it matters: Broadening the diversity of participants serving on city Boards and Commissions enables other perspectives to be heard with intention and compassion. Representation from the communities we serve is supported and uplifted for all voices to be heard.

11) Focus Area & Performance Measure

Climate and Natural Systems
CN.PM.3 Percent of city-owned landscapes that are designed and managed to achieve natural systems outcomes

Reason for Change

Replacement goal related to natural systems.

Proposed Change

Goal: To increase carbon storage and improve ecosystem resilience within Vancouver, the city will increase internal and external collaboration to maximize climate and natural systems outcomes on City-owned and managed landscapes.

CN.PM.3 Percent of city-owned landscapes that are designed and managed to achieve natural systems outcomes. The percentage of the total area of plant-able land managed by the city (including parks, landscaping at office buildings, street medians, greenways) that support beneficial natural systems outcomes.

Why it matters: The city manages a significant amount of land on behalf of its community members and is, therefore, positioned to have direct impact on the health of natural systems through planning, design, and maintenance. A coordinated approach can maximize City-owned landscapes in support of natural systems goals including pollinator habitat, native and resilient ecosystems, biodiversity, and carbon sequestration.

12) Focus Area & Performance Measure

Transportation and Mobility
TM.PM.6 Parking Demand Program

Reason for Change

Original language mixed goals related to greenhouse gas emissions and mobility. The proposed language attempts to clarify the outcomes associated with specific work identified in the Downtown Access, Mobility and Parking Plan, adopted by the city in February 2025. One of the pillars of this plan is to expand the public parking supply through agreements with private parking owners to unlock underused parking. It is better suited to Transportation and Mobility.

Proposed Change

Goal: Expand parking supply available to the public through agreements with private parking owners to unlock underused parking for commuters, patrons and special events.

TM.PM.6: Number of agreements with private parking owners and increase in parking utilization by commuters, patrons, and special event attendees. The count of agreements between the city and parking lot owners in the parking enforcement zone and the associated parking capacity.⁷⁹

Why it matters: While the growth in people living and working downtown has made Vancouver a more vibrant and livable community, we recognize that the options for people to access and move around our city center must adapt to facilitate this growth. Central to this effort is a new approach to the City’s management of its existing parking assets.

Administrative Changes

Identification (page, code)	Proposed Change	Reason
Pages 2-5	Add a subtitle to the Core Values that identifies gap statements	Each core value contains an aspirational description and a current state description to identify gaps for the city to address. The formatting could give the impression that the gap statement is also part of the aspiration.
Pages 13-15; 18-23; 25-30; 33-35; 37-39; 41-43; 45-50; 52-55	Reformat the community indicators and performance measures sections of the plan	Current formatting emphasizes the metric title and definition making it difficult to determine the associated goal.
TM.PM.1 Miles of Complete Streets	Update the definition of the metric	Better defines the term “complete street.”
TM.PM.3 Miles of Improved existing non-motorized Facilities	Reword goal statement, remove jargon	Changing “facility” to “trail” to use a more social term. Slight wording change to indicate performance associated with maintaining existing trails as opposed to increasing trail miles.
EO.CI.1 & 2 Median household income & per capita income	Add comparison to broader metropolitan region and include gender	Clarity and additional data for analysis.
Identification (page, code)	Proposed Change	Reason
EO.CI.3 Business diversity	Remove the reference to green economy and CREDC target sectors	No definition for green economy. CREDC target sectors will be tracked by that organization.
HH.PM.5 Number of new housing units constructed (overall and affordable)	Remove reference to “occupancy permit”	The city does not issue occupancy permits. The city does issue permits for new construction and those permits are closed when final inspection is conducted. The source of this data is closed new construction permits. The data shows the number of permitted units receiving final approved inspection.
VDN.PM.3 To maintain active and healthy neighborhood associations	Change metric title: Percent of neighborhood associations that are considered active. Change goal statement: Maintain active and healthy neighborhood associations. At least 85% of Vancouver neighborhood associations are considered active.	Clarifying the language that is already in the plan and rearranging to match formatting.
SPC.PM.4 Community building assessment	Change to Community Building Inventory	The city does not have any assessment data for all buildings in the community built prior to 1990. However, tax lot data does include the year of construction for buildings.
CN.PM.1 Number of residents within a 10-minute walk of a park that provides localized cooling through tree canopy cover or vegetative surfaces	Include data about number of trees planted in parks	Captures a key service of Urban Forestry that contributes to the canopy cover (affects cooling) in parks.
CN.PM.6 Wastewater solids renewal program plan	Wording edits	Plain language
HPG.PM.2 Employee satisfaction and engagement	Change goal statement and add detail.	Clarifies specific actions and services of the Human Resources department.
	Add a revision history table in document	Accountability for versions of plans

Staff Report: 220-25

To: Mayor and City Council
From: City Manager
Date: November 3, 2025

Subject

Interagency Agreement — Arts Hub Roof and Chiller Repairs

Key Points

- The Vancouver Arts Hub's current roofing system is failing, compromising the structural integrity of the building. This contract seeks to replace the roofing system in Spring 2026 with a 30-year warranted modern roofing system that is solar ready.
- The Vancouver Arts Hub's existing roof access is not compliant with current safety standards. This contract will remedy this with a new roof access that meets safety requirements.
- The Vancouver Arts Hub's current chiller system has substantial leaks and failed components that require repair to maintain cooling capacity. This contract seeks to repair the existing system and provide design of a modern, code-compliant chiller.
- This work will not displace the existing occupants of the Vancouver Arts Hub.

Strategic Plan Alignment

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

Present Situation

If approved, the City would use the Energy Savings Performance Contracting (ESPC) process through Washington State Department of Enterprise Services (DES). The City selected the contractor, MacDonald Miller Facility Solutions, through a mini-request for qualifications process that evaluated the list of contractors offered through this program by DES.

The DES program helps public facilities reduce energy and operational costs by partnering with qualified firms to perform Energy Savings Performance Contracting (ESPC). ESPC is a contracting process used to identify and install energy and utility improvements in existing facilities.

If approved, this project would address major infrastructure concerns of the historic Fort Vancouver Regional Library building. Recent facility assessments conducted by the City identified the roofing and roof access as high-priority capital improvements. Additionally, unforeseen heating, ventilation, and air conditioning (HVAC) equipment failures have prompted the need for chiller repairs. The investment would help preserve the building so that it can continue to serve the community as it transforms into the Vancouver Arts Hub. The project will have minimal impact on the current activation of the facility and is an important first step towards creating the Arts Hub. The Arts Hub activation project is currently soliciting qualifications from teams to help lead the development of the business plan and vision for the transformation.

There is a minimum apprenticeship goal of 15% of the utilized labor hours for this project. MacDonald Miller Facility Solutions has submitted an Apprenticeship Utilization Plan to meet or exceed this goal

by using approximately 635 hours of apprentice time of the estimated total of 3,968 applicable labor hours for this project.

Advantage(s)

1. A new roofing system will meet current code requirements, increase occupant comfort, and further the City's climate and sustainability goals.
2. A new roofing access system would be constructed to meet current code requirements and increase safety to contractors and facility maintenance personnel.
3. A refreshed building cooling system would increase occupant comfort and avoid the anticipated failure of the existing chiller in the near future.

Challenge(s)

None

Budget Impact

Funds for this project were appropriated in the 2025/26 Biennium Capital budget.

Prior Council Review

November 6, 2023 (SR 197-23)

Action Requested

On Monday, November 3, 2025, award a construction contract to MacDonald Miller Facility Solutions of Portland, Oregon for the roofing replacement and chiller repairs at City of Vancouver Arts Hub at their bid price of \$2,570,561, and authorize the City Manager or designee to finalize and execute the same.

Staff Contact

Wyatt Jones, Capital Projects Project Manager, Julia Denton, Senior Procurement Specialist, Wyatt.Jones@cityofvancouver.us, julie.denton@cityofvancouver.us

Attachments:

1. DES MacDonald Miller Contract for Construction
2. DES City of Vancouver Inter Agency Agreement 2023



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson St. SE, Olympia, WA 98501
PO Box 41476, Olympia, WA 98504-1476

ESCO Contract No. 2025-563 G (1-1)
Project Fort Vancouver Library Reroof and Chiller Repair
Agency City of Vancouver
Date October 15, 2025

STATE OF WASHINGTON
ENERGY SERVICE COMPANY (ESCO) CONSTRUCTION CONTRACT
For the DEPT. OF ENTERPRISE SERVICES, ENERGY PROGRAM

This Energy Service Company (ESCO) Construction Contract, made and entered into this 15th day of October, 2025, shall be the agreed basis of performing the following work by and between the State of Washington, City of Vancouver acting through the Department of Enterprise Services, Energy Program, hereinafter referred to as the Owner, and

MacDonald-Miller Facility Solutions, LLC
PO Box 47983
Seattle, WA 98146
Telephone (206) 763-9400
E-mail maria.boyer@macmiller.com

hereinafter referred to as the ESCO or Contractor.

WITNESSETH: Whereas the parties hereto have mutually covenanted and by these presents do covenant and agree with each other as follows:

FIRST: The said ESCO agrees to furnish all permits, material, labor, tools, equipment, apparatus, facilities, etc., necessary to perform and complete in a workmanship like manner the work called for in the attached Scope of Work, Energy Services Proposal dated September 30, 2025, for:

Energy Services Authorization No. 2025-563 A (1)
Main Energy Services Agreement No. 2025-535 E (5)

Audits and Proposals for this project were prepared by the ESCO according to the terms of the Contract Documents which include, but are not limited to, the Main Energy Services Agreement, Energy Services Authorization(s), the accepted Proposal, *General Conditions for Washington*

State Energy Savings Performance Contracting, Addenda, Specifications, Drawings, Bond, and this Construction Contract.

SECOND: Time of Completion: The work to be performed under this contract shall commence as soon as the ESCO has been officially notified to proceed and shall be substantially complete within 260 consecutive calendar days after the date of Notice to Proceed.

THIRD: The apprenticeship labor hours required for this project are 15% of the total labor hours. The undersigned agrees to utilize this level of apprentice participation. A monetary incentive of \$1,000 will be paid to the contractor meeting the apprentice utilization requirement. A monetary penalty will be applied to the contractor failing to meet the utilization requirement and failing to demonstrate a Good Faith Effort. The penalty will be applied to every hour of short-fall of the minimum number of required apprentice hours using the applicable published wage of a Step 1 apprentice laborer. The penalty will not exceed five percent (5%) of the total Contract Sum. Voluntary workforce diversity goals for this apprentice participation are identified in the *General Conditions for Washington State Energy Savings Performance Contracting*.

FOURTH: In consideration of the Performance of the Work, herein contained on the part of the ESCO, the Owner hereby agrees to pay the ESCO for said work completed according to the Contract Documents, for not more than the sum of \$1,718,626.00, plus 8.8% state sales tax consisting of the following:

ESCO Contract Cost	\$1,718,626.00
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The ESCO shall bond this contract in accordance with Section 2.04 of the General Conditions for Washington State Energy Savings Performance Contracting. The construction value plus contingency is a guaranteed maximum not-to-exceed cost and final payment to the ESCO shall be reconciled to reflect the actual installed cost provided it does not exceed the guaranteed maximum cost.

FIFTH: ESCO payments to subcontractors and materialmen shall not be contingent upon the ESCO receiving payment from the Owner. Unless otherwise agreed upon, payment to the ESCO shall be made only after completion of the energy efficiency measure(s) and the ESCO has issued a Notice of Commencement of Energy Savings and the Owner has accepted such Notice.

SIXTH: Consistent with RCW 39.12.120, ESCO and its subcontractors shall keep accurate payroll records for three years from the date of acceptance of the project and file a copy of its certified payroll records using the Department of Labor and Industries’ online system at least once per month. If the Department of Labor and Industries’ online system is not used, a contractor, subcontractor, or employer shall file a copy of its certified payroll records directly with the Department of Labor and Industries at least once per month in a format approved by the Department of Labor and Industries. A contractor, subcontractor, or employer’s noncompliance with this section constitutes a violation or RCW 39.12.050.

SEVENTH: Civil Rights

Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.

EIGHTH: Non-Discrimination

1. Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
2. Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
3. Default. Notwithstanding any provision to the contrary, Agency may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Agency receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Agency may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
4. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Agency shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Agency for default under this provision.

IN WITNESS WHEREOF: The said Department of Enterprise Services, Energy Program, has caused this ESCO Construction Contract to be subscribed in its behalf, and the said ESCO has signed this ESCO Construction Contract the day and year first above written.



ESCO:
MacDonald-Miller Facility Solutions, LLC

Owner:
City of Vancouver
acting through the
Department of Enterprise Services
Energy Program

By _____
Name _____
Title _____
Date _____

By _____
Name Kirsten G. Wilson, PE
Title Energy Program Manager
Date _____

WA State Contractor's License No. MACDOFS808OS

UBI Number 602 254 260

2025563Gcontrw



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson St. SE, Olympia, WA 98501
PO Box 41476, Olympia, WA 98504-1476

October 15, 2025

SCOPE OF WORK

ESCO Contract No. 2025-563 G (1-1)

Fort Vancouver Library Reroof and Chiller Repair
City of Vancouver
Fort Vancouver Library

Furnish and install the energy efficiency measures, including any and all necessary ancillary equipment, as described in the City of Vancouver Energy Services Proposal dated September 30, 2025.



CITY OF VANCOUVER FORT VANCOUVER LIBRARY

ENERGY SERVICES PROPOSAL

ESCO Phase 1

SEPTEMBER 30, 2025

DES Audit Authorization: 2025 563 A (1)

Prepared For:

Wyatt Jones Project Manager City of Vancouver 415 W 6 th Street, Vancouver, WA 98660	Bernard Jackson State of Washington Department of Enterprise Services 1500 Jefferson Street SE, Olympia, WA 98501
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Prepared By:



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ATTACHMENT I	Detailed Scope of Work & Proposed Equipment Cut Sheets
ATTACHMENT II	Project Financials
ATTACHMENT III	Project Budget Summary
ATTACHMENT IV	Cash Flow Analysis (Not Included – Project is not being financed)
ATTACHMENT V	Preliminary Construction Schedule
ATTACHMENT VI	Energy Savings Guarantee Summary
ATTACHMENT VII	Measurement and Verification Plan
ATTACHMENT VIII	Carbon Reduction Summary

1.0 EXECUTIVE SUMMARY

MacDonald-Miller Facilities Solutions (MMFS) is pleased to present the following Energy Services Proposal (ESP) for the City of Vancouver, ESCO Phase One. MacDonald-Miller understands that the City is proactively working to address critical facility infrastructure needs, reduce utility consumption and reduce carbon emissions. MacDonald-Miller values the opportunity to collaborate.

The City of Vancouver hired MacDonald-Miller to conduct a targeted Investment Grade Audit (IGA) of the building's roof, envelope and sprinkler installation ambitions as well as repair of their existing chiller condenser as well as the design of a completely new chiller system. Based on the findings and recommendations identified in the IGA report dated 9/24/2025, the City prioritized and planned the implementation of the Energy Efficiency Measures (EEMs) listed in the Project Overview.

This Energy Services Proposal summarizes the findings of the IGA report and provides the City of Vancouver with the means to implement the recommended Energy Efficiency Measures through an Energy Savings Performance Contract (ESPC). This proposal follows the guidelines outlined in the Main Energy Service Agreement in place between Washington State Department of Enterprise Services and MacDonald-Miller Facility Solutions.

Project Overview

Based on the findings of the IGA report dated 9/24/2025 and direction from the City of Vancouver and the DES Energy Program, MacDonald-Miller recommends implementing the following Energy Efficiency Measures:

- EEM 1 – Roof Replacement: This measure will replace the failing rock ballasted roofing system with a new 2-ply 25-year roofing system as well as upgrade insulation, access, safety and drainage systems to meet code.
- EEM 5 – Chiller condenser repair and replacement chiller design: Seal existing coil leaks and design new rooftop heat pump inverter scroll chiller to replace existing system, when funding becomes available.

Project Benefits

Implementation of the Energy Efficiency Measures outlined in this ESP will result in the following owner benefits:

- New roof with Garland's 30 year No Dollar Limit warranty
- Restoration of deteriorating roof deck, wall systems and existing drainage
- Safer roof access and area
- More comfortable tenant experience with less energy use
- Repair of existing chiller condenser to avoid emergency chiller replacement
- Complete design of a replacement chiller (rooftop heat pump scroll chiller)
- Roofing structural analysis and new roofing design modification for recommended chiller
- Reduces your facilities EUI 1.7, from 58.8 to 57.1, closer to the projected Clean Buildings Standard target of 55 EUI for comparable buildings
- Reduce annual natural gas consumption by 737 therms per year.
- Provides a calculated avoided utility cost of \$787 per year.
- Reduction of carbon output equivalent to 4.9 metric tons of carbon per year.

Environmental Benefits

- The implementation of this roofing project is projected to reduce the City's annual energy consumption of gas by 737 therms and electricity by 448 kWh per year, while making a positive environmental impact. In addition to replacing aging infrastructure and increasing system efficiency, the project will reduce CO₂ emissions by 4.9 metric tons of carbon per year, the equivalent of 184 trees planted, 1,670 gallons of gasoline consumed, or 4,568 pounds of coal burned per year.

Scope of Services

The scope of services under this Energy Services Proposal includes the delivery of design, construction, project management, system documentation, training, Measurement and Verification (M&V), and equipment and workmanship warranty for one year. Although the City will operate the equipment and perform comprehensive system maintenance, MacDonald-Miller will provide critical monitoring services to verify the guaranteed energy savings are achieved during the M&V term. A detailed summary of the M&V plan is outlined in Attachment VII.

Financial Overview

The total project cost including design, construction, project management, documentation, owner training, warranty, M&V, applicable taxes and DES fee, is \$2,626,757. A detailed Project Budget Summary is provided in Attachment III. Construction of the selected measures will provide annual utility and operational cost savings of \$787 based on current utility rates.

Guarantees

MacDonald-Miller guarantees that the project costs specific to the scopes of work outlined in section 2.0 and Attachment I will not exceed the maximum price of \$2,365,045. This price is guaranteed for 60 days from the delivery of the approved ESP. In addition, MacDonald-Miller guarantees that energy savings associated with the installed systems will meet or exceed the guaranteed energy savings of 358 kWh of electricity per year and 590 therms of natural gas per year. These guaranteed energy savings are summarized in Attachment VI.

Preliminary Project Schedule

MacDonald-Miller understands that delivering a highly successful and timely project is critical to the City. A Preliminary Project Schedule is provided in Attachment V and outlines major project tasks and milestones. Once a construction contract has been executed, MacDonald-Miller will work with the City to develop a detailed design and construction schedule.

Conclusion

MacDonald-Miller values the opportunity to support the goals of the City of Vancouver to reduce utility consumption and the environmental impacts of operating their facilities, while also reducing facility operating, and maintenance costs. The implementation of the recommended measures will improve system performance and provide the city with the means to construct projects in a fast and cost-effective manner. This project aligns with the City's goals by reducing utility consumption, addressing aging infrastructure and improving system reliability, and performance. MacDonald-Miller looks forward to collaborating with the City and the DES Energy Program to deliver a highly successful project.

2.0 SCOPE OF WORK

MacDonald-Miller Facility Solutions (MMFS) has included the following range of ESCO services as part of this proposal. This section defines the general ESCO services that will be performed to achieve guaranteed energy savings.

A detailed scope of work for each of the EEMs is located in Attachment I, and the proposed construction schedule is shown in Attachment V.

Design Services

Provide the engineering and design services for obtaining competitive bids, obtain all necessary permits, issue construction drawings and provide the necessary construction support to ensure a successful project.

Construction Services

MacDonald-Miller will either perform or sub-contract as appropriate; all portions of the proposed project including all materials, supervision, labor, equipment bonds, and insurance required. The Customer shall use its best efforts to assist MMFS in obtaining all necessary permits and approvals for installation of the equipment and systems as defined in the project scope.

Construction Management

A project manager is responsible for ensuring coordination between the affected parties to ensure the project is on time, on budget and exceeding customer expectations.

Documentation and Training

Provide the documentation necessary for maintenance and operation of all new systems and equipment installed per project scope. In addition to Customer orientation throughout the project life cycle, we will provide a minimum of two hours dedicated training on the operation of the new equipment.

Hazardous Waste

Hazardous materials generated by MMFS in pursuing the Work, such as asbestos, refrigerants, etc. shall be disposed of according to the Contract Documents and according to local, State and Federal law.

MMFS requested a good faith survey for all suspected areas and was provided the good faith survey dated May 2025 by APEX (PBS Environmental). That survey was included within the IGA report submitted on September 24, 2025. The cost associated with scoping plumbing work by an abatement contractor has been included.

If during the course of the Work, MMFS unexpectedly encounters materials that it believes may be hazardous material, MMFS will immediately stop work on this activity and notify the Customer. And, to the extent MMFS believes the encounter may entitle it to an adjustment in the Contract Time or Contract Sum, shall provide timely notice thereof.

Customer is solely responsible for and will retain title to all hazardous material that is on the Project Site as of MMFS Construction Contract Notice to Proceed date and encountered during demolition, removal and excavation. Customer will be identified as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-MMFS generated hazardous waste. Customer shall agree and acknowledge that it has not relied upon or employed MMFS to analyze or identify the presence of any hazardous substance on the Customer's premises. Nothing contained within the Contract Documents shall be construed or interpreted as requiring MMFS to assume the status of Customer of generator of hazardous wastes for non-MMFS generated hazardous wastes.

Warranty

As with all projects, MacDonald-Miller warrants our workmanship and equipment for one year, beginning on the date of written Notice of Substantial Completion and Commencement of Energy Savings from the ESCO to the Owner and DES. Equipment and system warranties will be honored based on the manufacturers' and installers' warranty period. MacDonald-Miller will work on the Customer's behalf to ensure that extended warranties are honored by the manufacturers when they extend beyond MacDonald-Miller's typical one-year warranty obligation.

Utility Incentives

MacDonald-Miller with the assistance of the Customer will attempt to obtain utility incentives as applicable for the scope of the proposed energy conservation project. Incentives are contingent on final approval by each granting agency and are not guaranteed.

The identified applicable utility incentives for this project are:

- The Energy Trust of Oregon – Commercial roof insulation from <4.5 R-Value to over 38 R-Value at \$2.85 per square foot = $\sim 24,500 \times \$2.85 = \$69,825$

Grants

MacDonald-Miller with the assistance of the Customer will attempt to obtain grants as applicable for the scope of the proposed energy conservation project. MacDonald-Miller will comply with all applicable funding requirements and these costs have been included in the project cost. Grants are contingent on final approval by each granting agency and are not guaranteed.

Equipment Maintenance

Customer will perform comprehensive system maintenance and check system performance in accordance with a program of standard routines as determined by all product manufacturer's recommendations, equipment application, and industry standards.

Operating Schedules and Setpoint

The energy savings guarantee is based on the Customer maintaining and updating the facilities controls system. Occupancy schedules and temperature set points shall be updated to match the occupancy schedule of the facility. Equipment operation and set points must not be overwritten or placed into hand. Failure to operate the system per the sequence of operation may reduce actual energy savings and may impact the energy savings guarantee.

3.0 ENERGY SAVINGS GUARANTEE POLICIES AND PROCEDURES

The Energy Savings Guarantee Summary for the proposed EEM is located in Attachment VI and the Measure and Verification plan is located in Attachment VII

Energy and Savings Guarantee Policies and Procedures Overview

MacDonald-Miller Facility Services (MMFS) will guarantee any portion of a project over which it has direct control. Where we do not have direct control (such as occupancy schedules and lighting lamp burn hours), we are prepared to work with the Customer to devise a method of Measurement and Verification, which will provide a high degree of assurance that the calculated energy savings are realized.

Performance Assurance will consist of specific reporting tasks that MMFS will perform to verify that the systems are performing as specified. The intent of the verification is to measure and verify indicators on which the savings are based. These indicators and activities conform to the IPMVP and are outlined in the proposed Measurement and Verification plan (reference Attachment VII). Once these indicators are measured and verified to be in accordance with the proposed criteria, the savings due to the performance of the equipment or measure are deemed to be met.

MMFS will guarantee energy consumption savings, not energy cost savings. Prevailing utility rates, adjustments based on weather conditions, and changes in use corrections are used to calculate avoided costs based on the established baseline. The guaranteed savings are based on the total project, not on a measure-by-measure basis.

Remedies When Actual Savings Are Lower Than Estimates

MMFS takes responsibility to remedy any shortfalls by correcting system performance or making a monetary payment. Any shortfall in savings will be identified by our measurement and verification program. The root cause of the shortfall will be identified, and corrective action taken. If efforts are not successful and an annual energy shortfall occurs, MMFS will pay the Customer the difference based on the agreed value of the energy.

Length of the Savings Guarantees

MMFS understands facility uses change, occupancy fluctuates, equipment operation degrades, and preventive maintenance priorities may shift over the savings lifetime for the project. As such, adjustments to the baselines may be made, but will not be deemed “in effect” until both DES and the client agency agree to said changes. One year of guarantees and Measurement and Verification services will be provided as part of the proposal as needed. If the Customer wishes to purchase additional years of measurement and verification, MMFS will continue to guarantee the performance of the measures as long as the Customer continues to maintain and operate the facility as recommended.

Reporting

MMFS conforms to the International Performance Measurement and Verification Protocol (IPMVP). The proposed Measurement & Verification (M&V) plan is published in Attachment VII. The M&V plan identifies the IPMVP option that will be used to validate savings as well as length of trending durations. At a minimum, a post project M&V report will be performed to confirm that all trends are set up and the installed equipment are operating as intended. One year after the commencement of energy savings is issued, the 1-year M&V report will also be issued. The 1-year M&V report will verify that the measures are still operating as intended and the guaranteed savings have been realized.

There shall be no cost savings split between the Customer and MacDonald-Miller, all cost savings to remain with the Customer.

IPMVP Option A – Pre and Post Measurement Verification

Measurement and Verification (M&V) is a critical component in performance-based contracts and energy efficiency projects. It plays a vital role in risk management by allocating risks between the contractor and the customer, ensuring that energy savings and facility performance guarantees are met, thereby reducing uncertainties to acceptable levels. M&V accurately assesses energy and water savings and the persistence of these savings over time, which is essential for verifying that the expected savings are realized. It also verifies the performance of installed EEMs to ensure they are delivering the promised savings. Additionally, M&V monitors equipment performance to identify potential issues early on, helping to maintain system efficiency and uncover additional savings opportunities. By improving operations and maintenance (O&M) practices, M&V contributes to the overall efficiency and longevity of the installed systems. It involves defining baseline conditions and making necessary adjustments to account for changes in operating conditions, ensuring a fair comparison between pre- and post-installation energy use. M&V is essential for ensuring that energy efficiency projects deliver the expected benefits, manage risks effectively, and maintain optimal performance over time.

The following section details the M&V plan for the selected EEMs. M&V methods follow the International Performance Measurement & Verification Protocol (IPMVP). This plan identifies the M&V option selected per EEM and the items that will be trended or/and measured for performance verification. See table for details.

Project Scope and Objective

This Measurement and Verification (M&V) plan covers energy saving EEMs. For measures without associated energy savings, no M&V plan is required, although pre- and post-installed conditions will be documented with photos and summary descriptions that specifically show the thickness of the insulation being applied. An agreed upon strategy to determine effectiveness will be established as part of the plan if and when these measures are implemented. The objective is to accurately quantify the energy savings and performance of the implemented EEMs at the Vancouver Arts Hub (former Fort Vancouver Library Building).

Basis of Energy Savings

Proposed energy savings at the Fort Vancouver Library result from an increase in insulation values for the roof and window replacements, as well as reduced air infiltration from new window seals and insulated window wall framing, resulting in reduced cooling and heating loads. A reduced Solar Heat Gain Coefficient (SHGC) for new windows would result in reduced cooling loads. Specific EEMs and their expected impacts include:

EEM-1: Roof replacement with insulation and code requirement improvements: This measure will replace the failing rock ballasted roofing system with a new hybrid asphalt and membrane roofing system. This also includes bringing the roof and access up to current code standards, which includes insulation. This will reduce heat transfer and subsequently decrease heating and cooling loads.

EEM-5: Air cooled condensing unit repairs: This measure will repair leaks in the existing air-cooled condensing unit. This will allow both circuits in the chiller system to function as intended.

Baseline Period and Conditions

The baseline period for energy consumption will be 2023, as indicated by the "Base Year" in the Utility Rates Summary table. Key Performance Indicators (KPIs) Baseline Conditions:

- Building/Equipment Operating Schedules: Occupied 9:00–17:00.
- Temperature Setpoints: Cooling Occupied 73°F, Cooling Unoccupied 78°F, Heating Occupied 68°F, Heating Unoccupied 70°F.
- Outside Air Temperature: 2023 & TMY Weather Data
- HVAC Efficiency (Nameplate): Cooling 11.0 EER, Heating 80% @47°F, 80% @17°F.

- Calculated total U-Value (EEM-1, Roof): 0.041, or an equivalent total R value of 24.39.
 - U-value (Thermal conductivity) is equal to the inverse summation of the R-value per layer (See table below).
 - Layers:
 - Moving air (outside) 15 mph R 0.17
 - Existing built-up roof layers **R 4.5** (Based on roofing core samples)
 - Air film R 0.61
 - 3" fiberglass R 18.5 (Insulation under concrete slab)
 - air film R 0.61

$q \text{ (Btu/hr)} = U \cdot A \cdot \Delta T = \frac{A \cdot \Delta T}{\Sigma R}$	$R = \text{resistance}$
$U \text{ (Btu/ft}^2 \cdot \text{hr} \cdot \text{°F)} = 1 / \Sigma R$	$U = \text{Thermal Conductance}$
$R = \text{thickness}/k$	$k = \text{Conductivity Coefficient}$

Potential Adjustments

Energy savings estimates are based on current occupancy and operational assumptions. Variations in thermostat setpoints, equipment schedules or building use may impact realized savings. Increased occupied hours may reduce net savings while reduced occupancy would increase them. Adjustments may also be needed to account for soil/dust accumulation, extreme weather or smoke conditions, and equipment up time.

Post-Project Measurements

Post-project verification will include confirmation of equipment efficiency using manufacturer-published data and nameplate information. Additionally, occupancy setpoints and temperature ranges will be noted. Any adjustment to the baseline will be agreed to by the City of Vancouver, DES and MacDonald Miller.

Key Performance Indicators (KPIs) proposed conditions and measurement:

- Building/equipment operating schedules: Same as baseline, verified by DDC occupancy and equipment schedules.
- Temperature setpoints: Same as baseline, verified by DDC occupancy setpoints in DDC system.
- Outside Air Temperature: Same as Baseline, measured using National Oceanic and Atmospheric Administration (NOAA) Database.
- HVAC efficiency: Same as baseline, verified by nameplate data and published equipment data.
- Calculated/proposed total U-value (EEM-1, Roof): 0.02, or an equivalent R value of R-57.89.
 - U-value (Thermal conductivity) is equal to the inverse summation of the R-value per layer.
 - Layers:
 - Moving air (outside) 15 mph R 0.17
 - Proposed built-up roof layers average **R 38** (Based on design documents)
 - Air film R 0.61
 - 3" fiberglass R 18.5 (Insulation under the concrete deck)
 - Air film R 0.61

Reporting

A post-project M&V report will be issued at the time of substantial completion. A follow-up one-year performance report will be provided 12 months after the substantial completion date to summarize energy performance, utility savings and operational outcomes. Pre and post photos of insulation thickness will be provided as reference to calculations.

4.0 PROJECT ACCOUNTING

MMFS will provide a guaranteed maximum price (GMAX) as part of the Energy Services Proposal agreement. This price includes the inherent risks of project execution based on the defined scope of work as identified in Section 2. In situations where we are directed to make changes to the scope of work, the associated impacts, additive and deductive, will be discussed and resolved in an open-book manner.

This proposal is inclusive of permits, inspection fees, testing and design services.

Items Included in the total project costs:

- Auditing work including preparation of the IGA report.
- All costs incurred performing the scope of work as listed in Section 2.0
- Cost of all equipment, materials, supplies and equipment incorporated into the work
- Project Management
- Labor Burdens, Fees and OH&P
- Washington State Sales Tax

A detailed Project Budget Summary is included in Attachment III that shows all applicable costs and fees.

Contingencies

Construction contingencies have been included for these projects budgets and are specifically identified in the Project Budgeting Summary sheet located in Attachment III. MMFS is authorized to expend the contingencies on items necessary to complete the original scope of the project pending review by the Customer and Department of Enterprise Services. The intent of the contingency is for completion of the base scope including unforeseen conditions, latent changes or Customer directed changes.

For this project, a contingency of 5% has been used.

Reconciliation of Labor and Material costs

The costs of labor and material associated with the construction of the project (Section A of the Project Budget Summary) shall be reconciled at the conclusion of the project. Professional services, OH&P and indicated fees (Section B and ESCO M&V Costs of the Project Budget Summary) are firm and are not reconciled. If at the end of reconciling the project costs, the cost is less than the guarantee, the Customer will only pay the reconciled cost. If the reconciled cost is greater than the Guaranteed price, the Customer will only be billed the Guaranteed price.

The guaranteed maximum cost is based on the total project, not on a measure-by-measure basis.

5.0 GENERAL CONSTRUCTION TERMS

This proposal is per the terms of the Main Energy Services Agreement No.: 2023-185 E (5) dated June 6th, 2023.

Equipment

MMFS shall design, engineer, procure, and install the energy efficiency equipment ("Equipment") as described and specified in Section 2.0 Scopes of Work. Equipment shall be installed in or on Customer's facilities.

Customer Payment Obligations

MMFS intends to submit monthly progress invoices during the construction cycle. Progress billings will be submitted per a DES and Customer approved Schedule of Values for the work covered by each billing. Final payment shall be due after completion and execution of the Notice of Commencement of Energy Cost Savings and Substantial Completion by the Customer.

Equipment Installation

MMFS shall be responsible for, and Customer shall use its best efforts to assist MMFS in, obtaining all necessary permits and approvals for installation of the Equipment. MMFS shall coordinate the installation with Customer so as to minimize any disruption of Customer's operations. Unless caused by MMFS negligence, MMFS will not be responsible or liable for any planned or scheduled disruption to Customer's operations.

Customer shall not alter, move, add to, or modify the Equipment without the prior written consent of MMFS. Any material, unapproved alterations, additions, and/or modifications to the Equipment can void the Energy Savings Guarantee. Any unforeseen site conditions shall be managed via a change order to this Agreement.

MMFS shall present to the Department of Enterprise Services (DES) and the Customer a Notice of Substantial completion and Notice of Commencement of Energy savings upon completion of the installation, commissioning and training of all work, unless negotiated per completion of each EEM.

Section 2.0 and Attachment I provides a scope of work narrative for the project. Prior to beginning construction, MMFS will provide a milestone schedule for DES and Customer's review. MMFS will provide to DES and Customer interim construction progress reports as construction milestones are achieved.

Access

Customer shall provide mutually satisfactory rent-free space for the installation and operation of the Equipment in the Facilities. MMFS shall coordinate with the Customer for mutually agreeable times for the installation and repair of Equipment in the Facilities and the Customer shall provide free and full access to the Facilities to MMFS and its subcontractors and agents during normal business hours and other reasonable hours as requested to install, inspect, adjust, repair, and maintain the Equipment. Customer shall be responsible for providing clear access to all equipment or areas that will be affected by the project.

A list of items related to the project will be sent to the City and DES for record and be updated weekly or at every OAC meeting. MMFS is responsible for keeping the site secure, tidy, and safe. MMFS will restore the site to its original condition once the project is substantially complete.

Apprenticeship Participation

Pursuant to any and all applicable state and federal requirements, 15% apprenticeship participation for projects where the estimated total construction cost will be one million dollars or more is required. An ESCO or subcontractor may not be required to exceed the 15% requirement.

6.0 DIVERSE BUSINESS PARTICIPATION GOALS FOR THIS PROJECT

MacDonald-Miller has established the following diverse business participation goals for this project.

MacDonald-Miller will not be able to meet the original diverse business participation goals for the following reasons:

- MacDonald-Miller will be providing most professional services related to Audit, Design and Construction Management. The few subcontractors selected meet union, prevailing wage and apprenticeship requirements as well as have a documented history of delivering first class results for our most important clients.
- Attempts will be made to utilize diverse businesses as shown below once additional tasks are solicited for subcontracted work. This includes clean up and disposal.

Diverse Business Participation Goals			
For this Project			
State Certification Categories	% from the Amendment to MESA	% for Construction	% for Professional Services
Minority-Owned business	10%	0%	0%
Women-Owned business	6%	0%	0%
Veteran-Owned business	5%	0%	0%
Small/mini/micro business	5%	0%	0%

ATTACHMENT I

Detailed Scope of Work

EEM-1: Roof replacement with SBS granular cap sheet and code upgrades

SCOPE OF WORK

This measure will replace the failing rock ballasted roofing system with a new Garland 30 year No Dollar Limit warranted 2-ply roofing system that incorporates a sealed asphaltic base layer with tapered insulated foam and a SBS granular cap sheet. This measure helps to comply with current code requirements, including increased insulation, improved roof access, on-roof safety features and future installation of overflow drains to complement the restored primary drains.

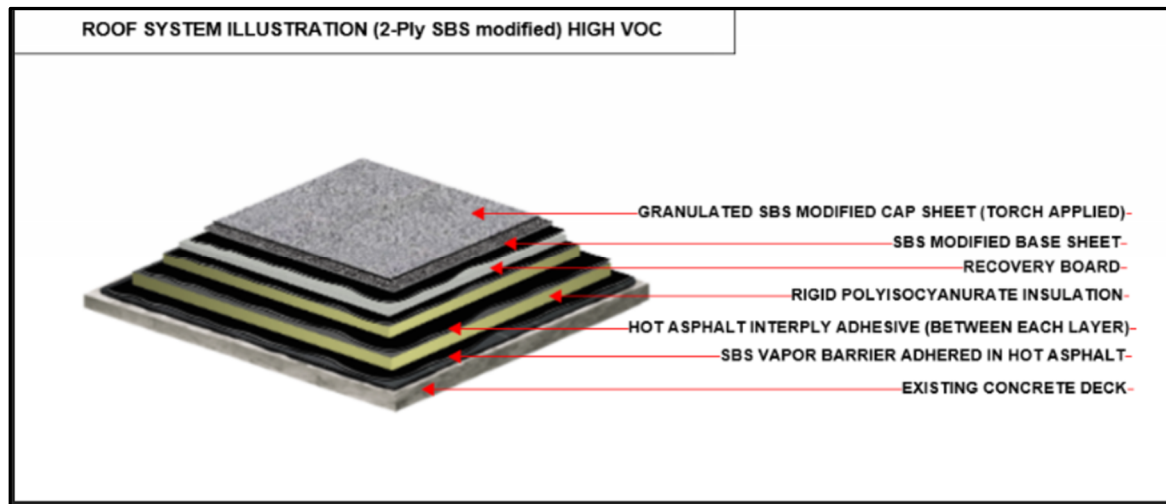
Existing Description

The 24,500 sq ft flat concrete waffle roof deck was last reroofed in 1984. This roofing system includes an asphaltic built-up system, 2" of polyisocyanurate (polyiso) foam and an EPMD membrane with rock ballast for protection. Including the front canopy roof, there are seven existing roof drains, all of which have been partially or entirely blocked by significant moss, debris and plant growth both on top as well as under the failed membrane system. As a result, standing water over most of the roof is prevalent throughout the wet season and any insulative properties of the polyiso foam have been negated by water throughout the system. Overflow roof drainage takes place by water spilling over the sides of the building.

Access to the roof is hazardous from start to finish. It begins in the chiller room on the lower floor, where a smooth rebar ladder is built into the concrete wall. This ladder leads up to the fan room, which also serves as the return air plenum for the building's main air handling system. A large sheet metal panel, designed to manually slide open and closed, separates the fan room and the chiller room. However, this panel does not create an airtight seal between the two spaces. As a result, air leaks from the chiller room into the return air plenum. This causes energy loss and increased HVAC inefficiencies. More seriously, if a refrigeration leak occurs in the chiller room, contaminated air could be pulled into the building's ventilation system, posing a significant health and safety issue. From the fan room, the same smooth rebar ladder continues to the roof hatch, which is located one foot from the roof's edge.

Proposed Changes

This measure increases the roof insulation to an average effective R-38 value, from below R-4.5. Multiple roof access and roof working safety features will be completed as well as a restoration of existing drains paired with installation of a new primary and overflow drain, as well as an alarming of other drains.



Owner Benefits

This measure will be backed by Garland's 30-year No Dollar Limit (NDL) warranty, which covers the full cost of repairs or replacement due to material defects or faulty workmanship, without any monetary limit. It will also extend the life of the building and improve roof related code compliance while providing a more comfortable experience for occupants with less energy use, better water management and reduced maintenance issues.

Through this work, we were able to obtain emailed pre-approval from the City of Vancouver's permitting department for the following items:

- Parapet walls to enclose the new rooftop insulation were deemed "appropriate" and exempt from historical registry requirements
- Installation of a primary drain alarm system in lieu of overflow drain installation, until interior work is initiated
- Asphalt parking lot surface discharge for a new primary and overflow drain scupper west of the existing rooftop unit

DETAILED SCOPE OF WORK

Q4 2025

- Abatement supported scoping of overflow drain locations
- Along with EEM – 5, confirm final roof and taper design to order materials under 2025 pricing

Q1 (late) 2026

- Material receiving and storage within building garage bays

Q2 2026

- Scaffolding set up for labor access
- Existing roof and rebar ladder demolition and landfill, but reuse of ballast rock
- Cutting of waffle concrete deck at fan room hatch to shift ~18" left
- Installation of two new ladder systems with integrated safety pole

- Installation of new roof and fan room Bilco Type K floor hatches
- Installation of multiple roof safety anchors and wire railing at hatch
- Repair of concrete roof deck and perimeter stem wall
- Buildup of pressure treated wood parapet and bisecting walls
- Restoration of drainage systems
- Installation of new primary and overflow scupper drainage systems above fan room
- Installation of hot applied asphaltic roofing system
- Installation of tapered foam pieces and creation of slope and drain sump areas
- Installation of SBS granular cap sheet
- Reconfiguration of roof top unit's refrigerant lines
- Installation of drain alarm system and communications configuration
- Installation of sheet metal coping around parapet walls

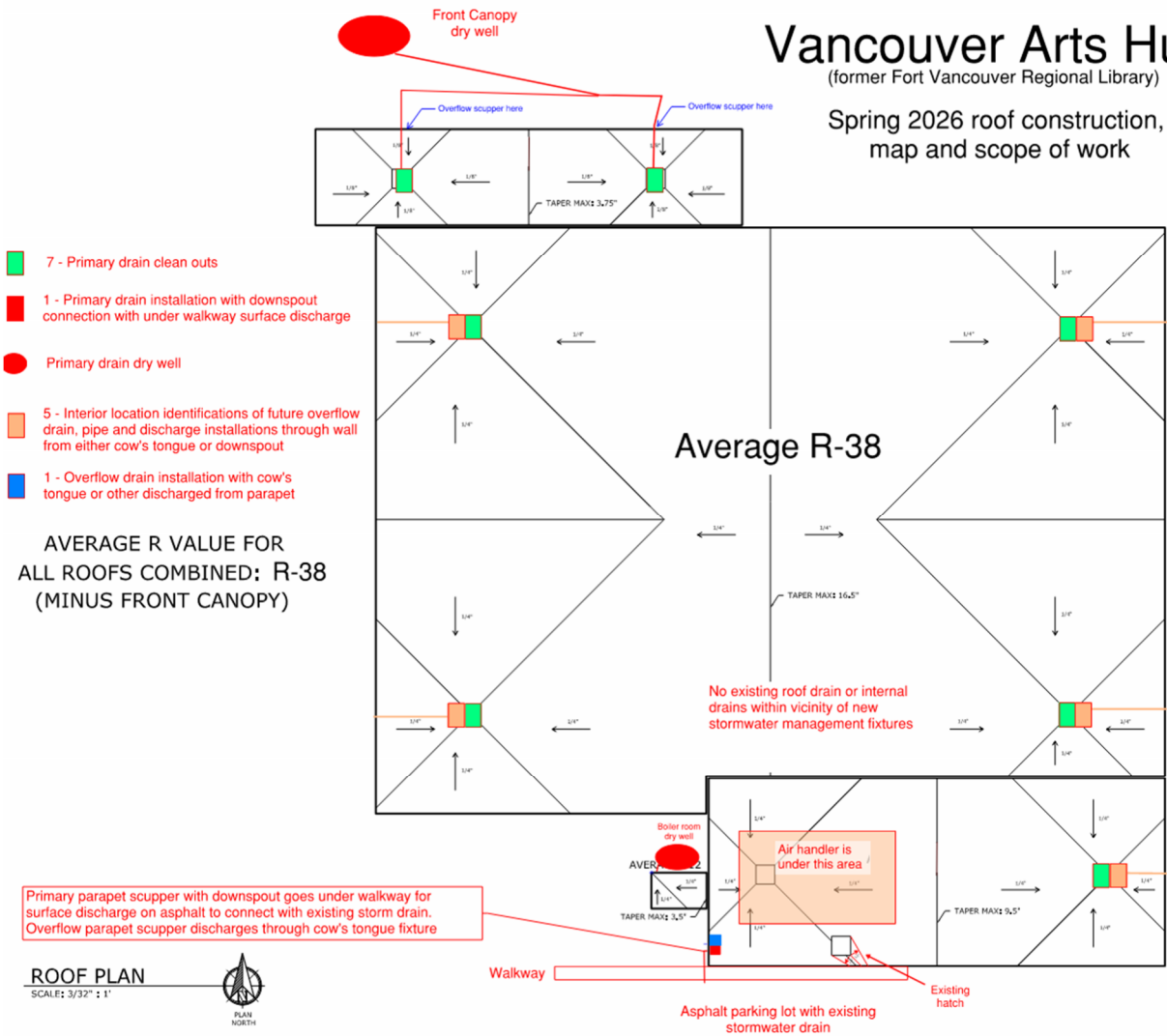
CLARIFICATIONS:

- Scaffolding placement should be located on the backside of the building, within the gated parking section and will be secured for unwanted access.
- For specific scopes of work related to roof access and for emergency situations, a loaner key to the facility must be available to contractors
- The goal of MMFS is to minimize impacts. Written materials will be provided in advance (time determined by the City) by the roofing contractor, in order to set expectations related to noise, large equipment, access and smells during the construction for distribution to their neighbors and tenants. In addition, coordination will be necessary to close the building to tenants for a few days during the abatement supported pipe scoping to finalize overflow drain locations.
- Work is expected to take place during normal working hours, but this may change depending upon timeline, weather and material as well as labor resource access. Coordination with the city concerning any significant noise or impacts to their neighbors and community will be provided.

EXCLUSIONS:

- Responsibility for additional project costs related to redesign, construction delays and/or expired contractor pricing term limits resulting from any change of opinion associated with the City of Vancouver's permitting department associated with:
 - Historical registration appropriateness of the parapet walls
 - Roof storm water discharge into the asphalt parking area for the area west of the roof top unit
- Touch up painting around the building's roof perimeter was not included within the current scope.
- If during clearing of existing drains and/or other water infrastructure, a leak or compromised system is encountered, the full cost of repair will be paid out of owner's contingency.

BASIS OF DESIGN



EEM-5: Air cooled condensing unit repair and heat pump chiller design

This is a cost only measure with no energy savings.

Existing Description

The building's cooling is supported by a R-410A refrigerant split air-cooled chiller installed in 2020, with six scroll compressors, and one air-cooled refrigerant condensing unit on roof (manufactured in 2012) with interconnecting copper refrigerant piping. Chilled water is sent from the chiller evaporator using a 3-hp chilled water pump to a multi-zone air handling system, which is original to the 1963 building. The chiller plant room includes an MSA refrigerant leak detection unit, which is due for calibration as minor maintenance.

A failed chiller circuit associated with a depressurized condenser unit has been identified, with leaks expected in the coil.

Proposed Changes

An assessment was completed that determined repair of the existing air-cooled condensing unit would be possible, at least until a full chiller replacement is warranted and funded. It was also determined that replacement of the chiller would trigger a code requirement forcing an upgrade to a heat pump inverter scroll chiller, which would need to be placed on the roof. Our team will design a system appropriate for the facility and integrate those requirements into the roofing design.

Detailed Scope of Work

Condenser repair

- Perform 400 PSig pressure test on Circuit 1's coil to identify leaks
- Sauter leaking coil section to regain continuity, which may require bypassing leaky sections
- Pressure test and repeat as necessary
- Install liquid line filter dryer, evacuate all moisture to EPA standards
- Recharge with new R-410 A refrigerant
- Operations and performance check to verify completed repair

Chiller replacement design

- Equipment selection based upon regulatory requirements and load capacity
- Analysis, design and location of chiller and gas boiler related controls, pipe, tanks, pumps, VFDs, visual and audio screening (if required)
- Roof deck structural analysis and reinforcement recommendations based upon final design selection, expected to be ~13,000 pounds vs current condenser's 3,000 pounds
- Roof design adjustments based upon findings

Owner Benefits

For the short term, this measure re-establishes an optimized system consistent with commercial HVAC chiller expectations. Assuming that this repair is temporary, moving forward with a complete chiller replacement design allows for an efficient use of time and resources, as roof reinforcements under the new roof are likely needed to support the next phase of HVAC for this building. In addition, the replacement of the HVAC system would be another significant investment, which will require prudent strategic financial planning.



ATTACHMENT II

Project Financials

Project Financials								
Client: City of Vancouver						Date: 9/25/2025		
Project: Vancouver Regional Library						PreFinal		
Energy Conservation Measure		Budget Summary	Cost Savings		Measure Incentives		Payback Summary	
ECM #	Measure Description	Construction Budget	Annual Energy Cost Savings (1)	Annual Non-Energy Cost Savings (2)	Estimated Utility Rebate (3)	Estimated DOC Grants	Simple Payback (4)	Simple Return on Investment (5)
		\$	\$	\$	\$	\$	Yrs	%
EEM-1	Roof Replacement (SBS Granular Cap Sheet): This measure will replace the failing rock ballasted roofing system with new 2-ply SBS modified torchdown granular cap sheet roofing system. This measure also includes bringing the roof and access up to current code standards, which includes insulation, improved roof access, overflow drainage and rooftop safety features. In doing so, we also assessed solar ready needs and identified contractors to execute the following scopes of work: camera scope locations for five overflow drains, install one new primary drain and one new overflow drain as well as install a primary drain alarm system as well as reconfigure HVAC mechanical lines.	\$2,478,489	\$630	\$0	\$69,825	\$0	3824	0.028%
EEM-5	Air cooled condensing unit repairs: This measure will repair the existing air cooled condensing unit. This measure will also provide a complete detailed design for replacing the existing air cooled chiller system with a new heat pump chiller system.	\$53,702	\$0	\$0	\$0	\$0	0.0	0.0%
TOTALS		\$2,532,172	\$630	\$0	\$69,825	\$0	3909.6	0.0%

NOTES:

1. Energy cost savings are calculated based on the Guaranteed Utility Savings multiplied by current utility rates.
2. Non-energy cost benefits are realized through avoided maintenance, reduced water costs, or other cost savings.
3. Utility rebates have been reviewed by the utility but are contingent on utility funding and final approval.
4. Payback refers to the amount of time (years) required to recover the cost of an investment, or to reach an investment's break-even point.
5. Return on Investment (ROI) measures the amount of return on a given investment, relative to the investment's cost.

ATTACHMENT III

Project Budget Summary			
Client: City of Vancouver		Date: 9/30/2025	
Project: Vancouver Regional Library		PreFinal	
A. CONSTRUCTION BUDGET			Total
EEM-1	Roof Replacement (SBS Granular Cap Sheet): This measure will replace the failing rock ballasted roofing system with new 2-ply SBS modified torchdown granular cap sheet roofing system. This measure also includes bringing the roof and access up to current code standards, which includes insulation, improved roof access, overflow drainage and rooftop safety features. In doing so, we also assessed solar ready needs and identified contractors to execute the following scopes of work: camera scope locations for five overflow drains, install one new primary drain and one new overflow drain as well as install a primary drain alarm system as well as reconfigure HVAC mechanical lines.	\$	1,657,317
EEM-5	Air cooled condensing unit repairs: This measure will repair the existing air cooled condensing unit. This measure will also provide a complete detailed design for replacing the existing air cooled chiller system with a new heat pump chiller system.	\$	35,910
SUBTOTAL LABOR AND MATERIALS BUDGET			\$ 1,693,227
Construction Bond		1.5%	\$ 25,399
TOTAL CONSTRUCTION BUDGET			\$ 1,718,626
B. ESCO FEES			
Audit Fee			\$ 43,864
Design		6.0%	\$ 101,594
Project Management		6.0%	\$ 101,594
Overhead		10.0%	\$ 169,323
Profit		8.0%	\$ 135,459
TOTAL ESCO FEES			\$ 551,834
C. OTHER BUDGET			
Owner Project Contingency		5.0%	\$ 84,662
ESCO M&V Cost (Year 1)			\$ 6,526
TOTAL OTHER BUDGET			\$ 91,188
D. TOTAL GUARANTEED CONSTRUCTION & ESCO SERVICES (Gmax)			\$ 2,361,648
E. NON-GUARANTEED BUDGET			
Sales Tax		8.8%	\$ 207,825
DES Admin. Fee			\$ 58,300
Apprentice Incentive (Construction projects over \$1,000,000) - Includes Tax			\$ 1,088
TOTAL NON GUARANTEED BUDGET			\$ 267,213
F. TOTAL PROJECT BUDGET			\$ 2,628,861
Utility Incentives Estimate			\$ 69,825
NET PROJECT BUDGET			\$ 2,557,948
Notes: DES administration fees, based upon conversations September 30, 2025.			



ATTACHMENT IV

Cash Flow Analysis

Not Applicable

ATTACHMENT V

Preliminary Construction Schedule

Preliminary Construction Schedule

Task Name	EEM 1 - Roof Replacement with drain restoration and safety upgrades	Date
ESP Proposal Delivery		9/25/2025
ESP Contracted & NTP		10/25/2025
Design and Permitting (and ordering of materials)		4/1/2025 thru 3/1/2026
Site Mobilization		3/15/2026
Construction Activities		4/15/26 thru 6/15/2026
Punchlist Items		6/15/2026
Substantial Completion		6/15/2026
Owner Turnover		6/15/2026
Owner Training		6/15/2026
Project Closeout		7/1/2026

Total number of days for Construction

249 Days

Preliminary Construction Schedule

Task Name	EEM 5 - Chiller condenser repair and full replacement chiller design with roof impacts	Date
ESP Proposal Delivery		9/25/2025
ESP Contracted & NTP		10/25/2025
Repair and Design		10/25/2025 thru 11/25/2025
Site Mobilization		10/25/2025
Construction Activities		10/25/2025 thru 11/25/2025
Punchlist Items		11/25/2025
Substantial Completion		11/25/2025
Owner Turnover		11/25/2025
Owner Training		11/25/2025
Project Closeout		11/25/2025

Total number of days for Construction

31 Days

ATTACHMENT VI

Energy Savings Guarantee Summary

Energy Savings Guarantee Summary								
Client: City of Vancouver				Date: 9/18/2025				
Project: Vancouver Regional Library				PreFinal				
Energy Conservation Measure		Multiplier	Annual Electrical Savings			Annual Gas Savings		EUI
ECM #	Measure Description	Guarantee Multiplier	Demand Savings (1)	Electrical Savings (1)	Electrical Cost Savings (2)	Gas Savings (1)	Gas Cost Savings (2)	EUI Reduction
		%	kW	kWh	\$	Therms	\$	kBtu/SF/Yr
EEM-1	Roof Replacement (SBS Granular Cap Sheet): This measure will replace the failing rock ballasted roofing system with new 2-ply SBS modified torchdown granular cap sheet roofing system. This measure also includes bringing the roof and access up to current code standards, which includes insulation, improved roof access, overflow drainage and rooftop safety features. In doing so, we also assessed solar ready needs and identified contractors to execute the following scopes of work: camera scope locations for five overflow drains, install one new primary drain and one new overflow drain as well as install a primary drain alarm system as well as reconfigure HVAC mechanical lines.	80%	0	358	\$ 18	590	\$ 612	1.3
EEM-5	Air cooled condensing unit repairs: This measure will repair the existing air cooled condensing unit. This measure will also provide a complete detailed design for replacing the existing air cooled chiller system with a new heat pump chiller system.	80%	0	0	\$ -	0	\$ -	0.0
TOTALS		80%	0	358	\$18	590	612	1.3

NOTES:

1. Annual energy savings are based on the calculated savings multiplied by the guarantee multiplier.
2. Annual cost savings are calculated based on the current utility rates. See Utility Rates Summary table.

ATTACHMENT VII

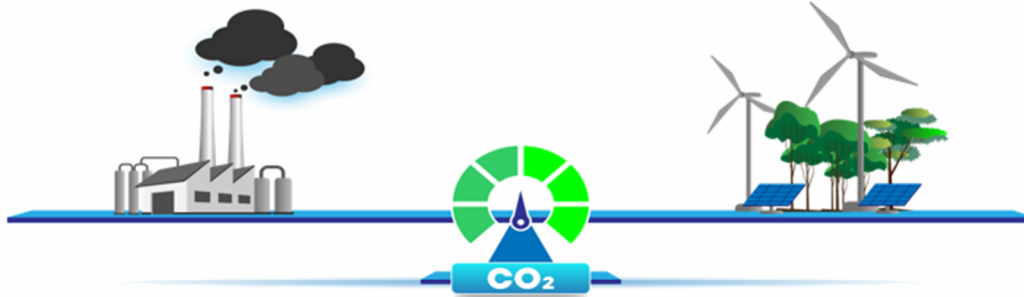
Measurement and Verification Plan

IPMVP method A as outlined on the following M&V plan. This plan identifies the items that will be trended or/ measured and for what duration.

Measurement and Verification Plan										
Measure Number	Measure Name/ Calculation Method	IPMVP Option				Key Performance Indicators	Baseline Condition	Proposed Condition	Measurement	Trending Duration
		A	B	C	D					
EEM #1	Replace Roof	X				Building/ Equipment Operating Schedules	Occupied 9:00 - 17:00	Same as Baseline	DDC Occupancy and Equipment Schedules	Verify Schedules in DDC System
	Excel Calculations					Temperature Setpoints	Cooling Occupied 73°F Heating Occupied 70°F Cooling Unoccupied 78°F Heating Unoccupied 68°F	Same as Baseline	DDC Occupancy Setpoints	Verify Setpoints in DDC System
						Outside Air Temperature	2023 & TMY Weather Data	Same as Baseline	National Oceanic and Atmospheric Administration (NOAA) Database	N/A
						HVAC Efficiency	Cooling 11.0 EER Heating 80% @47°F, 80% @17°F	Same as Baseline	Nameplate data and Published Equipment Data	N/A
						Rated U-Value	0.04	0.02	Published manufacturer ratings	N/A

ATTACHMENT VIII

CARBON REDUCTION SUMMARY



Utility Provider	
Clark County PUD #1	

Electricity Emissions Factor	
0.4975 (lbs CO2e/kWh)	




Heating Fuel Oils <small>Source: EERE Website</small>		
Natural Gas	117,091	(lbs CO2e/ kBTU)
Fuel Oil	167,800	(lbs CO2e/ kBTU)
Propanes	139,156	(lbs CO2e/ kBTU)

Carbon Reduction Summary	
Annual Electrical Savings	448 kWh
Annual Natural Gas Savings	737 Therms
Annual Fuel Oil Savings	0 Gallons
Annual Propane Savings	0 Gallons
Sum of Energy Inputs	75,211 kBtu

Reduction in CO2e		
8,852	lbs	or
4.9		metric tons

Metric Tons of Carbon Saved: 4.9



-  **Number of Trees Planted:**
184
-  **Gallons of Gasoline Saved:**
1,670
-  **Pounds of Coal Saved:**
4,568

Notes

1. One ton of CO2 occupies 19,642ft³ of volume the equivalent of a sphere with a diameter of 33ft.
2. One tree grow to maturity can consume 48 lbs of co2/yr
3. One gallon of gas contains 5.3 lb of CO2e when combusted
4. 3,876 # of Co2 in a short ton of coal

References:

1. ICBE. (n.d.). CO2 Volume Calculation. Volume calculation of One Ton CO2. <https://www.icbe.com/carbondatabase/co2volume/calculation.asp>

2. Vandermeel, J. (2020, August 15). Tree planting and negative emissions. Princeton University. <https://poci.princeton.edu/tips/2020/15/tree-planting-and-negative-emissions>

3. Energy Information Administration (2008 to 2018) Table 1.3 Average Quality of Fossil Fuel Receipts for the Electric Power Industry. https://www.eia.gov/electricity/annual/html/eps_01_03.html



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

*1500 Jefferson St. SE, Olympia, WA 98501
 PO Box 41476, Olympia, WA 98504-1476*

State of Washington ENERGY PROGRAM Department of Enterprise Services P.O. Box 41476 Olympia, WA 98504-1476	INTERAGENCY AGREEMENT	
	IAA No.:	K8687
City of Vancouver 415 W. 6 th St., Floor 2 Vancouver, WA 98660	Date:	October 3, 2023

INTERAGENCY AGREEMENT
BETWEEN
CITY OF VANCOUVER
AND
WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES

Pursuant to RCW chapter 39.34 and RCW chapter 39.35C, this *Interagency Agreement (Agreement)* is made and entered into by and between the State of Washington acting by and through the Energy Program of the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and City of Vancouver, a Washington State governmental agency (“Client Agency”) and is dated and effective as of the date of the last signature.

RECITALS

- A. Enterprise Services, through its Energy Program (“Energy Program”), helps owners of public facilities reduce energy and operational costs. The Energy Program is a national leader in developing and managing energy savings performance contracts that help reduce energy and operational costs in publicly-owned facilities.
- B. Upgrading to energy efficient infrastructure helps reduce long-term operations and maintenance costs. This allows owners to be better financial stewards while achieving their mission, so that Washington is a better place to live, learn, and work.
- C. Acting as the owner’s advocate, the Energy Program delivers professional expertise and contract management services. By leveraging capital investments, owners can achieve efficiencies, improve facilities, and reduce carbon emissions in their publicly-owned facilities. Energy Program also creates value to owners by managing risk through guaranteed total project costs, equipment performance, and energy savings.
- D. Client Agency, an owner of a public facility, desires to contract with Energy Program to access and obtain certain Energy Program Services.
- E. The purpose of this Agreement is to establish a vehicle for Energy Program to provide future energy/utility conservation project management services to Client Agency and to authorize the development of the energy services proposal in a cost-effective, efficient manner.



A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **TERM.** The term of this *Agreement* commences on the date of the last signature and ends **December 31, 2027**.

2. **STATEMENT OF WORK.**
 - A. **ENERGY PROGRAM.** Energy Program agrees to provide the following Services:
 - i. Upon request by Client Agency for energy services for a specific Energy/Utility Conservation Project(s), the Parties shall execute an amendment to this *Agreement* to specify the project and associated project management fees as set forth by Attachment B. Enterprise Services shall furnish necessary personnel and services as specified and set forth in Attachment A, *Project Management Services Scope of Work*.
 - ii. Assist in Dispute Resolution. Dispute resolution is an ongoing process throughout the project. However, this assistance does not include formal dispute resolution, arbitration or legal advice or representation in any legal action, and does not include legal fees and costs related to any dispute. Formal dispute resolution begins when a written claim is received demanding arbitration or other legal process is received. All formal dispute fees and costs will be borne separately by Client Agency. The Attorney General cannot and will not represent or advise a non-state agency.

 - B. **CLIENT AGENCY.** Client Agency agrees to the following:
 - i. Will conform to the protocols of this *Agreement*, including Enterprise Services' *General Conditions for Washington State Energy Savings Performance Contracting ("General Conditions")*, and as supplemented.
 - ii. Will conform to the requirements of the *General Conditions* for timely processing and approval of agreed upon changes to construction contracts involving cost, and for payment.
 - iii. Will conform to the following guidelines for communications between Client Agency, Enterprise Services and ESCOs (Energy Services Company) through the design, construction and post-construction phases as outlined below:
 - a) Communications between Client Agency, Energy Program Project Manager ("PM") and ESCO shall go through the PM. The PM may authorize exceptions for specific projects or situations. The PM may authorize the ESCO to communicate directly with Client Agency personnel to expedite the design and to avoid communication delays. This action does not authorize additional work, change in scope, or exclude copying all communications between ESCO and Client Agency to the PM.
 - b) All drawings, specifications, reports, and project correspondence must contain the State Project Number and suffix.



- The State Project Number consists of the fiscal year and a numerical sequence number, for example 2018-024, followed by an alphabetical suffix.
 - Professional services agreements have suffixes A through F, for example 2018-024 A.
 - Construction contracts have suffixes G through Z, for example 2018-024 G.
- iv. All identification and monitoring of documentation required by the funding source shall remain the responsibility of Client Agency.

3. COMPENSATION AND REQUIREMENTS.

- A. COMPENSATION. Compensation under this *Agreement* shall be by amendment to this *Agreement* for each authorized project. Each amendment shall include a payment schedule for the specific project.
- i. Project Management Services Scope of Work (Attachment A): For project management services provided by Energy Program, Client Agency shall pay Enterprise Services a Project Management Fee for services based on the total project value (including Washington state sales tax) per the Project Management Fee Schedule set forth in Attachment B.
 - ii. Termination Fee: If Client Agency, after authorizing an investment grade audit and energy services proposal, decides not to proceed with an energy/utility conservation project that meets Client Agency's cost effective criteria, then the Client Agency will be charged a termination fee as set forth in Project Management Fee Schedule. The termination fee shall be based on the estimated total project value outlined in the energy services proposal prepared by the ESCO as set forth in Attachment B.
 - iii. Measurement & Verification Services ("M&V") Scope of Work (Attachment C): If M&V are requested by Client Agency beyond the first three years following the notice of commencement of energy cost savings, Client Agency shall pay Enterprise Services \$2,000.00 annually for each year that such M&V are provided.
- B. PAYMENT FOR ESCO SERVICES. In the event that Client Agency enters into a contract with an Energy Program pre-qualified ESCO, pursuant to an *Enterprise Services Main Energy Services Agreement for ESCO Services*, Client Agency shall make payment for such contracted services directly to the ESCO, after Energy Program has reviewed and sent such invoices to Client Agency for payment.
- C. FURTHER ASSURANCES. Client Agency shall provide the ESCO with any additional necessary or desired contract language to comply with Client Agency's obligations pertaining to its use of federal, state, or other grants, funding restrictions, or unique contract/entity requirements. The ESCO and their subcontractors are required to comply with all applicable federal regulations and reporting procedures.
- D. MANAGING COMPLIANCE WITH STATE AND FEDERAL LAW. In all ESCO project agreements and contracts pertaining to this *Agreement*, Energy Program will require ESCO's compliance with applicable federal and state laws and state policies including, but not limited to, the following:
- 1. RCW Title 39 and 43
 - 2. ADA Requirements
 - 3. Buy America



4. Davis-Bacon
5. Prevailing Wage
6. DBE Participation
7. Apprentice Participation

Upon request by Client Agency, Energy Program will collect and provide the weekly-certified payroll to Client Agency. Client Agency, however, shall remain responsible for any documentation required by Client Agency's funding source. All federal verification, investigation, survey, reporting and enforcement requirements when there is a possible violation shall remain the responsibility of the federal grant recipient (Client Agency) unless negotiated by Energy Program and added by amendment to this *Agreement*. In the event that Energy Program becomes aware of a possible violation, it will notify Client Agency.

4. INVOICES AND BILLING.

- A. **BILLING PROCEDURE.** Enterprise Services shall submit invoices to Client Agency upon substantial completion and notice of commencement of energy cost savings of each authorized project, unless an amendment specifies special billing conditions and timeline. Substantial completion of the project will include the delivery and acceptance of the notice of commencement of energy cost savings issued by the ESCO. Each invoice will clearly indicate that it is for the services rendered in performance under this *Agreement* and shall reflect this *Agreement* and Amendment number. Energy Program will invoice for any provided services within sixty (60) days of the expiration or termination of this *Agreement*.
- B. **PAYMENT PROCEDURE.** Client Agency shall pay all invoices received from Enterprise Services within thirty (30) days of receipt of properly executed invoice vouchers.
- C. **BILLING DETAIL.** Each invoice submitted to Client Agency by Enterprise Services shall include information as is necessary for Client Agency to determine the exact nature of all expenditures. At a minimum, the invoice shall reference this *Agreement* and include the following:
 - Amendment number and project
 - The date(s) such services were provided
 - Brief description of the services provided
 - Total invoice amount
- D. **BILLING ADDRESS.** Invoices shall be delivered to Client Agency electronically to:

Email: brian.taylor@cityofvancouver.us

5. **AGREEMENT MANAGEMENT.** The parties hereby designate the following *Agreement* administrators as the respective single points of contact for purposes of this *Agreement*, each of whom shall be the principal contact for business activities under this *Agreement*. The parties may change administrators by written notice as set forth below. Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services
 Attn: Bernard Jackson
 Energy Project Manager
 Energy Program
 Washington Dept. of Enterprise Services

Client Agency
 Attn: Brian Taylor
 Facilities Superintendent
 City of Vancouver



PO Box 41476
 Olympia, WA 98504-1476
 Tel: (360) 280-0654
 Email: Bernard.jackson@des.wa.gov

415 W. 6th St., Floor 2
 Vancouver, WA 98660
 Tel: (360) 487-8390
 Email: brian.taylor@cityofvancouver.us

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

The Client Agency representative shall be responsible for working with Energy Program, approving billings and expenses submitted by Energy Program, and accepting any reports from Energy Program or ESCO.

The Energy Program representative shall be the contact person for all communications regarding the conduct of work under this *Agreement*.

6. RECORDS.

- A. AGREEMENT AVAILABILITY. Prior to its entry into force, this *Agreement* shall be posted on the parties' websites or other electronically retrievable public source as required by RCW 39.34.040.
- B. RECORDS RETENTION. Each party shall maintain records and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance and payment of the services. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and officials authorized by law. Such records shall be retained for a period of six (6) years following expiration or termination of this *Agreement* or final payment for any service placed against this *Agreement*, whichever is later; Provided, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- C. OWNERSHIP. Records and other information, in any medium, furnished by one party to this *Agreement* to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third party without first providing notice to the other party and allowing ten (10) business days in which to file, at its sole expense, a motion seeking a protective order, or other legal action. Each party will utilize reasonable security procedures and protections to assure that records and information provided by the other party are not erroneously disclosed to third parties.
- D. PUBLIC RECORDS. This *Agreement* and all related records are subject to public disclosure as required by RCW 42.56, the Public Records Act (PRA).

7. **RESPONSIBILITY OF THE PARTIES.** Each party to this *Agreement* assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third party claims.

8. **DISPUTE RESOLUTION.** The parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this *Agreement* as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this *Agreement* while attempting to resolve any such dispute. If, however, a dispute persists regarding this *Agreement* and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall produce its



description of the dispute in writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall abide by the Governor's dispute resolution process (RCW 43.17.330), if applicable, or collectively shall appoint a third party to evaluate and resolve the dispute and such dispute resolution shall be final and binding on the parties.

9. **TERMINATION FOR CONVENIENCE.** Except as otherwise provided in this *Agreement*, either party may terminate this *Agreement* upon thirty (30) calendar days prior written notification. Upon such termination, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this *Agreement* prior to the effective date of such termination.

10. **GENERAL PROVISIONS.**

- A. **COMPLIANCE WITH LAW.** The Parties shall comply with all applicable law.
- B. **INTEGRATED AGREEMENT.** This *Agreement* constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- C. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this *Agreement* may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- D. **AUTHORITY.** Each party to this *Agreement*, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this *Agreement* and that its execution, delivery, and performance of this *Agreement* has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- E. **NO AGENCY.** The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this *Agreement*. Neither party is an agent of the other party nor authorized to obligate it.
- F. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this *Agreement* shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- G. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this *Agreement*, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- H. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this *Agreement* in their entirety.
- I. **CAPTIONS & HEADINGS.** The captions and headings in this *Agreement* are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this *Agreement* nor the meaning of any provisions hereof.
- J. **ELECTRONIC SIGNATURES.** A signed copy of this *Agreement* or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to



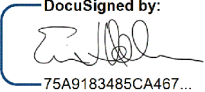
have the same legal effect as delivery of an original executed copy of this *Agreement* or such other ancillary agreement for all purposes.

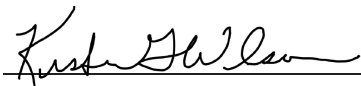
- K. COUNTERPARTS. This *Agreement* may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this *Agreement* at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this *Agreement*.

EXECUTED AND EFFECTIVE as of the date of the last signature.

City of Vancouver

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By:  _____
Name: Eric Holmes
Title: City Manager
Date: 11/9/2023

By:  _____
Name: Kirsten G. Wilson, PE
Title: Energy Program Manager
Date: 11.14.23



ATTACHMENT A

PROJECT MANAGEMENT SERVICES SCOPE OF WORK

Energy/Utility Conservation Projects

Statewide Energy Performance Contracting Program

Energy Program will provide the following project management services for each specific project for the Client Agency. Each individual project shall be authorized by an amendment to this *Agreement*.

1. Assist the Client Agency in the selection of an Energy Service Company (ESCO) consistent with the requirements of RCW 39.35A for local governments; or 39.35C for state agencies and school districts.
2. Assist in identifying potential energy/utility conservation measures and estimated cost savings.
3. Assist in negotiating scope of work and fee for an ESCO audit of the facility(s).
4. Assist in identifying appropriate project funding sources and assist with obtaining project funding.
5. Assist in negotiating the technical, financial and legal issues associated with ESCO's Energy Services Proposal.
6. Review and recommend approval of ESCO energy/utility audits and Energy Services Proposals.
7. Provide assistance during the design, construction and commissioning processes.
8. Review ESCO invoice voucher(s) received for reasonableness and forward to Client Agency for review and payment.
9. Assist with final project acceptance.
10. Assist in resolution of disputes with the ESCO that arise during this *Agreement*, not to include formal disputes.
11. Review up to the first three years of the ESCO's annual Measurement and Verification (M&V) reports for completeness and accuracy. Review any ESCO guarantee compared to reported results and resolve differences, if needed. Review and forward ESCO invoice vouchers for payment by the Client Agency.



ATTACHMENT B

PROJECT MANAGEMENT FEE SCHEDULE

2023-25 Interagency Reimbursement Costs

for Project Management Fees to Administer Energy/Utility Conservation Projects

<u>TOTAL PROJECT VALUE</u>	<u>PROJECT MANAGEMENT FEE</u>	<u>TERMINATION FEE</u>
5,000,001..... 6,000,000.....	\$68,800.....	25,700
4,000,001... .. 5,000,000.....	67,700.....	25,400
3,000,001..... 4,000,000.....	66,700.....	25,000
2,000,001..... 3,000,000.....	62,500.....	23,400
1,500,001..... 2,000,000.....	58,300.....	21,800
1,000,001..... 1,500,000.....	51,600.....	19,300
900,001. 1,000,000.....	43,800.....	16,400
800,001..... .. 900,000.....	41,300.....	15,400
700,001..... .. 800,000.....	38,300.....	14,400
600,001..... .. 700,000.....	36,500.....	13,700
500,001..... .. 600,000.....	33,800.....	12,600
400,001..... .. 500,000.....	30,200.....	11,300
300,001..... .. 400,000.....	25,800.....	9,700
200,001..... .. 300,000.....	20,700.....	7,700
100,001..... .. 200,000.....	14,400.....	5,400
50,001..... .. 100,000.....	7,800.....	3,500
20,001..... .. 50,000.....	4,200.....	2,000

The project management fee on projects over \$6,000,000 is 1.15% of the project cost. The maximum Energy Program termination fee is \$25,700.

1. These fees cover project management services for energy/utility conservation projects managed by Enterprise Services’ Energy Program.
2. Termination fees cover the selection and project management costs associated with managing an ESCO’s investment grade audit and energy services proposal. No termination fee will be charged unless Client Agency decided not to proceed to construction based on an energy services proposal that identifies projects that met Client Agency’s cost effectiveness criteria.
3. If the project meets Client Agency’s cost effectiveness criteria and Client Agency decides not to move forward with a project, then Client Agency will be invoiced per the above listed Termination Fee or \$25,700 whichever is less. If Client Agency decides to proceed with the project then the *Agreement* will be amended to include the Project Management Fee listed above.
4. If the audit fails to produce a project that meets Client Agency’s established cost effectiveness criteria, then there is no cost to Client Agency and no further obligation by Client Agency.



Washington State
DEPARTMENT OF
ENTERPRISE SERVICES

ATTACHMENT C

MEASUREMENT & VERIFICATION SERVICES SCOPE OF WORK

Energy/Utility Conservation Projects

Statewide Energy Performance Contracting Program

If requested, Energy Program will provide the following measurement and verification services for each year beyond the first three years following the Notice of Commencement of Energy Cost Savings by the ESCO for the specific Client Agency project:

1. Review the ESCO's annual Measurement and Verification report for completeness and accuracy. Review any ESCO guarantee compared to reported results and resolve differences, if needed. Review and forward any ESCO invoice vouchers for payment by the Client Agency.
2. Where necessary, review Client Agency facility operations including any changes in operating hours, changes in square footage, additional energy consuming equipment and negotiate changes in baseline energy use with the ESCO and Client Agency that may impact achieved energy savings.
3. Attend a meeting or meetings with Client Agency and ESCO to review and discuss the annual Measurement and Verification report.

AN ORDINANCE relating to management of the public rights-of-way, granting to (Hyperfiber of Washington, LLC d/b/a Ripple Fiber) and its affiliates (“Grantee”), a (LLC) (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: 221-25

To: Mayor and City Council
From: City Manager
Date: November 3, 2025

Subject

Right-of-Way Telecommunications Franchise Agreement for Hyperfiber of Washington, LLC d/b/a Ripple Fiber

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 one additional five-year period.

Strategic Plan Alignment

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

Present Situation

Hyperfiber 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 Hyperfiber 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 Hyperfiber’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

None

Action Requested

On November 3, 2025 advance the ordinance on first reading, setting a date for second reading and public hearing on December 15, 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 (Hyperfiber of Washington, LLC d/b/a Ripple Fiber) and its affiliates (“Grantee”), a (LLC) (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, Vancouver Charter Section 2.05 states City Council shall have the power to enact ordinances. Pursuant to Vancouver Charter Section 2.12, the granting, renewal or extension of a franchise shall be by ordinance, and no ordinance granting a franchise shall be finally passed until 30 days have expired after its introduction; and

WHEREAS, Grantee is a telecommunication company that provides (fiber broadband and voice) 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 Vancouver Charter 2.05 and 2.12, RCW 35.22.280 and chapter 35.99 RCW; and

ORDINANCE - 1

Does not require codification

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 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, 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.

ORDINANCE - 2

Does not require codification

“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.

"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 and operate its Facilities to provide Telecommunication Services.

"Grantee" means (Hyperfiber of Washington, LLC d/b/a Ripple Fiber) and its affiliates, a (LLC) 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.

ORDINANCE - 3

Does not require codification

"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.

"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 RCW 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 an additional five-year term. If Grantee

ORDINANCE - 4

Does not require codification

desires to renew, Grantee shall notify City not later than 180 days prior to the expiration of this Franchise of its desire to renew. 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, this Franchise shall be deemed terminated. Any renewal must be approved by ordinance of the City Council.

Section 4. Revocation. This Franchise may be revoked by the City Council by subsequent ordinance in the event Grantee fails after notice or demand to comply with any term of this Franchise, 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

ORDINANCE - 5

Does not require codification

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 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

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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 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. 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

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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 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 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.

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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 the movement of the oversized load; provided, that the third party desiring to move the oversized load shall pay 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. 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 improvements in the Public Ways damaged by the Facility or by its removal process shall be Grantee's sole responsibility. If Grantee

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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.

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 30 days. If Grantee fails to do so, the City may remove the Facilities and will be entitled to full reimbursement for all 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.

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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 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,

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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 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 obtaining 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.

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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 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 costs.

17.3 City retains the right to move or remove any Facilities in the Public Ways as City determines necessary, appropriate, or useful 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

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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 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 refuse any request for a permit to extend Facilities. 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

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other legal requirements.

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

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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.

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	\$5,000,000
General Aggregate Per Occurrence	\$5,000,000
Products & Completed Operations Aggregate	\$5,000,000
Personal and Advertising Injury	\$2,000,000
Blanket Contractual Liability	\$2,000,000
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	\$2,000,000
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

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

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 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.

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,

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judgments, awards, or liability to any person for injury, sickness, or death of any person or damage to any property or interests:

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 sole negligence or willful misconduct of City. If a court with jurisdiction determines this Franchise is subject to the

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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.

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, except to the extent any such damage or destruction is caused by or arises from the negligent, willful, or malicious action on the part of City, its officers, agents, employees, or contractors. Grantee releases and waives any such claims against 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, and 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.

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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 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

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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 (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,

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successors, executors, administrators, legal representatives, and assigns of Grantee. All privileges, 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 freely assign this Franchise in whole or part to a parent, subsidiary, or affiliated corporation or as part of any corporate financing, reorganization, or refinancing. 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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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:

Hyperfiber of Washington d/b/a
Ripple Fiber, LLC.
Attn: Josh Runyan, Chief Legal
Officer
6000 Fairview Rd., Suite 300
Charlotte, NC 28210

with an additional copy to:

Josh@ripplefiber.com

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.

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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 its final passage by the Vancouver City Council pursuant to City Charter.

SIGNED this _____ day of _____, 2025.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

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Accepted by _____:

By: _____
Name and official capacity

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

In witness whereof, _____ has signed this _____th day of _____, 20__.

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

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Does not require codification

SUMMARY

ORDINANCE M-_____

AN ORDINANCE relating to management of the public rights-of-way, granting to Hyperfiber of Washington, LLC d/b/a Ripple Fiber 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 the franchise; providing for setting an effective date and conditions.

The full text of this Ordinance will be mailed upon request. Contact City Records at 360-487-8480, or via citypdr@cityofvancouver.us.

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AN ORDINANCE relating to management of the public rights-of-way, granting to Forged Fiber 37, LLC, a Delaware limited liability company (“Grantee”), 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. Grantee and City are sometimes collectively referred to as the “Parties.”

Staff Report: 222-25

To: Mayor and City Council
From: City Manager
Date: November 3, 2025

Subject

Right-of-Way Telecommunications Franchise Ordinance Agreement for Forged Fiber 37 LLC

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 one additional five-year period.

Strategic Plan Alignment

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

Present Situation

Forged Fiber 37 is acquiring all fiber facilities currently owned by Lumen, who was not required under Washington law to have a franchise from the City. Forged Fiber 37 is, however, required to get a City franchise to operate telecommunication facilities in the City’s rights-of-way. A franchise would allow Forged Fiber 37 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 this 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 negotiated the terms of this proposed franchise ordinance with Forged Fiber 37 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 Forged Fiber 37'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. Fortunately, Forged Fiber 37 will be taking over a well-established fiber network that will require less disruption in the right-of-way than would be the case for a company building a new network from scratch.

Budget Impact

None

Prior Council Review

None

Action Requested

On November 3, 2025, advance the ordinance on first reading, setting a date for second reading and public hearing on December 15, 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 Forged Fiber 37, LLC, a Delaware limited liability company (“Grantee”), 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. Grantee and City are sometimes collectively referred to as the “Parties.”

WHEREAS, Vancouver Charter Section 2.05 states City Council shall have the power to enact ordinances. Pursuant to Vancouver Charter Section 2.12, the granting, renewal or extension of a franchise shall be by ordinance, and no ordinance granting a franchise shall be finally passed until 30 days have expired after its introduction; and

WHEREAS, Grantee is a telecommunication company that provides 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 Vancouver Charter 2.05 and 2.12, RCW 35.22.280 and chapter 35.99 RCW; and

ORDINANCE - 1

Does not require codification

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 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, 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.

ORDINANCE - 2

Does not require codification

“Effective Date” means, subject to compliance with Section 39 for acceptance of the terms of the Franchise, five days from and after ordinance final passage by the Vancouver City Council, pursuant to City Charter.

“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.

"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 and operate its Facilities to provide Telecommunication Services.

"Grantee" means Forged Fiber 37, LLC, a Delaware limited liability company registered 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.

ORDINANCE - 3

Does not require codification

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

"Person" means an individual, partnership, limited liability company, 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.

"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 RCW 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.

ORDINANCE - 4

Does not require codification

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 an additional five-year term. 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. 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, this Franchise shall be deemed terminated. Any renewal must be approved by ordinance of the City Council.

Section 4. Revocation. This Franchise may be revoked by the City Council by subsequent ordinance in the event Grantee fails after Grantee's receipt of any required notice or demand to comply with any term of this Franchise, 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 Grantee is a "service provider" as used in RCW 35.21.860 and defined in RCW 35.99.010(6). 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

ORDINANCE - 5

Does not require codification

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). 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 (but in no event less than 60 days) 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

ORDINANCE - 6

Does not require codification

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 improvement project necessitates the relocation of Grantee's then-existing Facilities, City shall:

7.2.1 At least 60 days prior to the commencement of the public 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 public 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 public 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. 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

ORDINANCE - 7

Does not require codification

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 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 if requested by the City, and hold the City, its officers, officials, employees and volunteers harmless from any and all 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, its officers, employees, agents, representatives, or contractors. 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.

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Does not require codification

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 the movement of the oversized load; provided, that the third party desiring to move the oversized load shall pay 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 from the third-party 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. 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.

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Does not require codification

11.3 The expense of the removal and restoration of improvements in 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.

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 unless City agrees otherwise in writing to delay removal due to weather conditions, not to exceed 180 days. If Grantee fails to do so, the City may remove the Facilities and will be entitled to full reimbursement for all 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

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Does not require codification

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 supervision, condition, and quality of the work done whether it is by itself or by contractors 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 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

ORDINANCE - 11

Does not require codification

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 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 break or are 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 obtaining any permits

ORDINANCE - 12

Does not require codification

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 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 costs.

17.3 City retains the right to move or remove any Facilities in the Public Ways as City determines necessary, appropriate, or useful 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

ORDINANCE - 13

Does not require codification

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 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 refuse any request for a permit to extend Facilities. 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.

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Does not require codification

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 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 except to the extent caused by the negligent, willful or malicious actions or omissions of City, its officers, employees, agents, representatives, or contractors.

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

ORDINANCE - 15

Does not require codification

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, except to the extent caused by the negligent, willful or malicious actions or omissions of City, its officers, employees, agents, representatives, or contractors. 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, except to the extent caused by the negligent, willful or malicious actions or omissions of City, its officers, employees, agents, representatives, or contractors,.

Section 26. Utility Poles. The Parties acknowledge that any poles that Grantee desires to use for its Facilities are owned by Grantee or a third-party or parties, and, if owned by a third-party or parties, Grantee has entered or will enter into an agreement with the third-party or parties for use of those poles. City has areas in which construction of new utility poles may be prohibited. The City’s Public Works Director may work with Grantee, in their discretion applied in a non-discriminatory manner, to determine appropriate solutions.

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’s performance during this Franchise. Grantee shall maintain at least the following insurance coverage:

COVERAGE	LIMITS OF LIABILITY
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ORDINANCE - 16
Does not require codification

I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability.	
Each Occurrence	\$5,000,000
General Aggregate Per Occurrence	\$5,000,000
Products & Completed Operations Aggregate	\$5,000,000
Personal and Advertising Injury	\$2,000,000
Blanket Contractual Liability	\$2,000,000
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	\$2,000,000
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

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

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 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.

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.

ORDINANCE - 17

Does not require codification

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 if requested by City, 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:

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 28.1.1 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

ORDINANCE - 18

Does not require codification

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 negligent, willful or malicious actions or omissions of City, its officers, employees, agents, representatives, or contractors. 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.

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, except to the extent any such damage or destruction is caused by or arises from the negligent, willful, or malicious action or omissions on the part of City, its officers, agents, employees, representatives, or contractors. Grantee releases and waives any such claims against City, its officers, agents, employees, representatives, or contractors except to the extent the claim is caused by or arises from the negligent, willful, or malicious action on the part of City, its officers, agents, employees, representatives, 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

ORDINANCE - 19

Does not require codification

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, representatives, 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, representatives, 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, and 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 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

ORDINANCE - 20

Does not require codification

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 Records Act Compliance. Any public record relating to this Franchise may be subject to inspection and copying pursuant to Washington's Public Records 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 (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 the Parties. Any agreed modification(s) must be

ORDINANCE - 21

Does not require codification

approved by ordinance of the City Council and accepted by the Grantee before it can become effective.

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, 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.

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Does not require codification

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 freely assign this Franchise in whole or part to a parent, subsidiary, or affiliated corporation, or as part of any corporate financing, reorganization, or refinancing. 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;

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

ORDINANCE - 23

Does not require codification

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:

Forged Fiber 37, LLC c/o Attn: Legal
Dept. – Network Operations
Re: Vancouver/Ordinance M -
_____(WA)
208 S. Akard Street
Dallas, TX 75202-4206

with an additional copy to:

FF_Right_of_Way@att.com

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.

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.

ORDINANCE - 24

Does not require codification

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 pursuant to City Charter.

SIGNED this _____ day of _____, 2025.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

ORDINANCE - 25
Does not require codification

Accepted by Forged Fiber 37, LLC, a Delaware limited liability company:

By: _____
Name and official capacity

Grantee, Forged Fiber 37, LLC, a Delaware limited liability company, for itself, its successors, and assigns, accepts all terms and conditions of this 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 - 26
Does not require codification

SUMMARY

ORDINANCE M-_____

AN ORDINANCE relating to management of the public rights-of-way, granting to Forged Fiber 37, LLC, a Delaware 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 the franchise; providing for setting an effective date and conditions.

The full text of this Ordinance will be mailed upon request. Contact City Records at 360-487-8480, or via citypdr@cityofvancouver.us.

ORDINANCE - 27

Does not require codification

To: Mayor and City Council
From: City Manager
Date: November 3, 2025

Subject

Approval of Claim Vouchers

Action Requested

Approve claim vouchers for November 3, 2025.

Attachments:

1. November 3, 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:

\$ 11,106,920.98 this 3rd day of November 2025.

MAYOR

COUNCILMEMBER

AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
October 20, 2025 - October 26, 2025	Accounts Payable Checks (see attached)	\$ 6,750,901.21
October 20, 2025 - October 26, 2025	Hansen City Payments (see attached)	\$ 13,095.07
October 20, 2025 - October 26, 2025	Visa Refunds (see attached)	\$ 477.25
October 20, 2025 - October 26, 2025	Payroll Checks (see attached)	\$ 4,342,447.45
TOTAL		\$ 11,106,920.98

INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Miscellaneous Payment	Check	28005	10/22/2025	476.00	Artisan Woodworking & Design	Refund Business License Fees
Miscellaneous Payment	Check	28006	10/22/2025	542.17	Crafton Group	CMI-377044 (jobsite: 2400 NE 65th Ave. Vancouver, WA. 98661)
Miscellaneous Payment	Check	28007	10/22/2025	71.29	EDGEFI	Refund parking permit #COV14522
Miscellaneous Payment	Check	28008	10/22/2025	462.10	Elaine Thatcher	Revitalize WA 2025 Conference Reimbursement to Commissioner
Miscellaneous Payment	Check	28009	10/22/2025	450.00	PLS Engineering	Refund parking permit #COV11166 no longer needed
Miscellaneous Payment	Check	28010	10/22/2025	100.00	Rose Village Neighborhood Association	2025 Resource Conservation Challenge
Miscellaneous Payment	Check	28011	10/22/2025	120.00	Rose Village Neighborhood Association	2025 RecycleU
Miscellaneous Payment	Check	28012	10/22/2025	80.65	Thanveer Sakeer	Refund parking permit #COV14009, no longer needed
Ad Hoc Payment	Check	28013	10/22/2025	49.33	Amelia E Peachey or John Thomas	4120 NE 52ND ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	28014	10/22/2025	123.25	Angie or William Macia	19611 SE 30TH WAY ,CAMAS,WA,98607
Ad Hoc Payment	Check	28015	10/22/2025	50.21	Britton,Alethea	15605 SE 5TH ST ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	28016	10/22/2025	51.11	Brungardt,Tiffany	7308 NE 125TH AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	28017	10/22/2025	108.91	Buzzard,Terry	6612 BUENA VISTA DR ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	28018	10/22/2025	85.91	Campos,Dustin R	605 SE 104TH AVE ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	28019	10/22/2025	137.62	Carlisle,Kathy	1706 D ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	28020	10/22/2025	33.77	Clark,James or Melanie	311 NE 148TH AVE ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	28021	10/22/2025	262.25	Copple,Lisa	9804 NE 2ND ST ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	28022	10/22/2025	133.55	Danica or Cody Sieler	604 E 19TH ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	28023	10/22/2025	117.24	David or Petra Dewolfe	8402 NE 145TH AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	28024	10/22/2025	216.91	Davis,James C	2509 NE 45TH ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	28025	10/22/2025	132.40	DLFL Holding Llc	13622 SE 35TH ST ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	28026	10/22/2025	41.32	Donald or Beverly Centner	3815 NE 152ND CT ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	28027	10/22/2025	111.26	Driggers,Katherine	405 NE 152ND AVE ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	28028	10/22/2025	24.83	Dudko,Sergey or Alena	2908 NE 157TH CT ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	28029	10/22/2025	41.83	Dustin or Morgan Kimbrough,Jared Grimes-Kimbrough or	8205 SE MIDDLE WAY ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	28030	10/22/2025	229.62	Ekdahl,Carol	12315 SE 11TH ST ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	28031	10/22/2025	191.89	Eqwest LLC	13112 SE LAVER ST ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	28032	10/22/2025	270.00	Estate of Walter E Sinclair	17209 SE 38TH CIR ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	28033	10/22/2025	122.01	Farless,Monika	4008 NE 140TH AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	28034	10/22/2025	190.71	Feucht,Travis	15503 NE 84TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	28035	10/22/2025	124.06	Harrison Hapgood or Marissa Curtis	Utility Refunds: 0163001232-02
Ad Hoc Payment	Check	28036	10/22/2025	67.08	Healy,Kevin	5801 NE 49TH ST ,VANCOUVER,WA,98661

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

INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Ad Hoc Payment	Check	28037	10/22/2025	397.36	Henderson,Thomas E	5116 NE 72ND CIR ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	28038	10/22/2025	31.50	Hillman,Bennett	7304 NE 43RD ST ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	28039	10/22/2025	185.96	Hooke,Sherrill	2702 FAIRMOUNT AVE ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	28040	10/22/2025	202.15	Huan or Thao Vu	3008 NE 161ST AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	28041	10/22/2025	220.00	Humason,Alan or Mary Ellen	301 E 19TH ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	28042	10/22/2025	36.26	Jacquot,Andrew	4900 NE 60TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	28043	10/22/2025	223.00	Jeffrey S or Gwen Campbell	1405 SE 121ST AVE ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	28044	10/22/2025	174.00	Jerad L or Eboney M Anderson	5711 NE 50TH PL ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	28045	10/22/2025	225.00	Jimenez,Eleanor or Jorge	15619 NE HICKORY ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	28046	10/22/2025	69.72	Jordanna James or Shawn Lapointe	10516 NE 93RD ST ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	28047	10/22/2025	90.18	Kennady Tarkington or Jordan Walker,Dawn M Workman or	18724 SE 16TH ST ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	28048	10/22/2025	33.45	Lani Hill Or Rachel Struthers	14510 NE 50TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	28049	10/22/2025	149.96	Lowell or Kelsey Bonnin	10507 NE 43RD ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	28050	10/22/2025	168.77	Luana M or Luka Vitasovic	711 W 31ST ST ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	28051	10/22/2025	225.93	Manzanita Enterprises LLC	13112 SE LAVER ST ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	28052	10/22/2025	135.12	Margaux Weeke or Jakob G Rowny	105 E 41ST ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	28053	10/22/2025	485.87	Matthew C or Alexandra E Dupper	3305 YEOMAN AVE ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	28054	10/22/2025	42.84	Matthew R or Joy A Hammar	3612 NE 49TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	28055	10/22/2025	122.16	Mercer,John	15215 SE 1ST ST ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	28056	10/22/2025	122.16	Mercer,Victoria	15215 SE 1ST ST ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	28057	10/22/2025	93.92	Mitioglo,Aleksandr	2309 NE 45TH CIR ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	28058	10/22/2025	1,253.55	Morgan,Brandi	401 SANTA FE DR ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	28059	10/22/2025	33.38	Nicholas,Christa	4110 NW SPRUCE ST ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	28060	10/22/2025	1,475.34	Nicolas or Jini Karras	1413 NE 152ND AVE ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	28061	10/22/2025	476.24	Nicolas or Jini Karras	1413 NE 152ND AVE ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	28062	10/22/2025	222.67	Nikolay Moshkin or Nina Plyaskina	6019 NE 33RD CIR ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	28063	10/22/2025	213.79	Open Door Property Trust 1	8260 NE SNOWBERRY LOOP ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	28064	10/22/2025	596.21	Oscar or Courteney Barajas-Garcia	16015 NE 74TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	28065	10/22/2025	31.89	Petersen,Dylan	1307 SE 156TH CT ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	28066	10/22/2025	190.00	Pfingsten,Dale	4524 NE 123RD AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	28067	10/22/2025	151.82	Richard or Grace Harris Family Llc	3700 P ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	28068	10/22/2025	168.00	Robinson Living Trust	3414 NE 41ST ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	28069	10/22/2025	145.00	Salafatinos,Isabella	3005 N ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	28070	10/22/2025	195.50	Stonehill Plaza Llc	17023 NE 19TH ST ,VANCOUVER,WA,98684

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INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Ad Hoc Payment	Check	28071	10/22/2025	332.00	Stringfellow, Dan	16016 NE 41ST ST VANCOUVER, WA, 98682
Ad Hoc Payment	Check	28072	10/22/2025	404.92	Sze, Lawrence	1201 SE 82ND CT VANCOUVER, WA, 98664
Ad Hoc Payment	Check	28073	10/22/2025	409.22	The Durham Family Trust	16008 SE 31ST CIR VANCOUVER, WA, 98683
Ad Hoc Payment	Check	28074	10/22/2025	51.24	The Estate of Michelle M Nigro	1006 NE 45TH ST VANCOUVER, WA, 98663
Ad Hoc Payment	Check	28075	10/22/2025	70.40	Thornton, Carole	12315 NE 72ND ST VANCOUVER, WA, 98682
Ad Hoc Payment	Check	28076	10/22/2025	517.64	Time Swodeck	2812 NE 99TH AVE VANCOUVER, WA, 98662
Ad Hoc Payment	Check	28077	10/22/2025	186.00	Truls C Skogsrud or Stephanie Anderson	1508 SE 113TH CT VANCOUVER, WA, 98664
Ad Hoc Payment	Check	28078	10/22/2025	300.00	Van Nostern, Dan R	5515 NE 46TH AVE VANCOUVER, WA, 98661
Ad Hoc Payment	Check	28079	10/22/2025	1,037.60	William Boehm or Matthew Todd or Allan Shero	7316 NE 47TH AVE VANCOUVER, WA, 98661
Ad Hoc Payment	Check	28080	10/22/2025	98.22	Witherbee, Geraldine A	13019 NE 96TH WAY VANCOUVER, WA, 98682
Ad Hoc Payment	Check	28081	10/22/2025	142.26	Zachary Gatton or Juhyun Kwon	8509 NE 57TH ST VANCOUVER, WA, 98662
Ad Hoc Payment	Check	28082	10/22/2025	310.41	Zachary or Brigitte Scott or Jean Zimpfer	712 W 30TH ST VANCOUVER, WA, 98660
Supplier Payment	Check	28083	10/22/2025	1,467.10	Accurate Corporate Services Inc	
Supplier Payment	Check	28084	10/22/2025	200.00	Aleksander Villezcas	
Supplier Payment	Check	28085	10/22/2025	7,877.50	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	28086	10/22/2025	136.00	American Sani-Can	
Supplier Payment	Check	28087	10/22/2025	5,520.64	Arborscape Ltd Inc	
Supplier Payment	Check	28088	10/22/2025	2,450.00	ARCCA LLC	
Supplier Payment	Check	28089	10/22/2025	3,000.00	Blue Tiger Leadership, LLC	
Supplier Payment	Check	28090	10/22/2025	11,101.39	Brown & Wilson Partnership LLC	
Supplier Payment	Check	28091	10/22/2025	500.00	Burnt Bridge Creek Elementary	
Supplier Payment	Check	28092	10/22/2025	7,060.07	C & J Contracting	
Supplier Payment	Check	28093	10/22/2025	3,467.03	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	28094	10/22/2025	259.19	Cintas	
Supplier Payment	Check	28095	10/22/2025	150.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	28096	10/22/2025	1,581.99	Clark County Public Utility District No. 1	
Supplier Payment	Check	28097	10/22/2025	524,226.17	Clark County Public Utility District No. 1	
Supplier Payment	Check	28098	10/22/2025	28.52	Clark County Public Utility District No. 1	
Supplier Payment	Check	28099	10/22/2025	1,346.88	Clark County Public Utility District No. 1	
Supplier Payment	Check	28100	10/22/2025	874.61	Clark County Public Utility District No. 1	
Supplier Payment	Check	28101	10/22/2025	85.30	Clark County Public Utility District No. 1	
Supplier Payment	Check	28102	10/22/2025	154.22	Clark County Public Utility District No. 1	
Supplier Payment	Check	28103	10/22/2025	931.76	Clark County Public Utility District No. 1	
Supplier Payment	Check	28104	10/22/2025	659.50	Clark County Public Utility District No. 1	
Supplier Payment	Check	28105	10/22/2025	146.54	Clark County Public Utility District No. 1	
Supplier Payment	Check	28106	10/22/2025	139,635.38	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	28107	10/22/2025	73,393.30	Clary Longview LLC	
Supplier Payment	Check	28108	10/22/2025	113.70	Clifford & Martin, Inc	

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

INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Supplier Payment	Check	28109	10/22/2025	457.77	Columbia Resource Company	
Supplier Payment	Check	28110	10/22/2025	2,383.52	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	28111	10/22/2025	118.61	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	28112	10/22/2025	19,173.18	Comcast Holdings Corporation - Remit-To: Comcast Holdings Corporation - Philadelphia	
Supplier Payment	Check	28113	10/22/2025	7,800.00	Concord Adult Care Home, LLC	
Supplier Payment	Check	28114	10/22/2025	200.00	Coralia Chavez	
Supplier Payment	Check	28115	10/22/2025	134,577.14	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	28116	10/22/2025	150.00	Daniela Palafox	
Supplier Payment	Check	28117	10/22/2025	300.00	ERF Company Inc	
Supplier Payment	Check	28118	10/22/2025	200.00	Evan Stubbs	
Supplier Payment	Check	28119	10/22/2025	500.00	Evergreen Shores Neighborhood Association	
Supplier Payment	Check	28120	10/22/2025	200.00	Faith Smith	
Supplier Payment	Check	28121	10/22/2025	500.00	Fircrest Neighborhood Association	
Supplier Payment	Check	28122	10/22/2025	5,000.00	Fourth Plain Forward	
Supplier Payment	Check	28123	10/22/2025	4,475.01	Genuine Parts Company - Remit-To: NAPA - Vancouver	
Supplier Payment	Check	28124	10/22/2025	2,365.00	Groundwater Solutions, Inc.	
Supplier Payment	Check	28125	10/22/2025	364.45	Harold LeMay Enterprises	
Supplier Payment	Check	28126	10/22/2025	5,870.58	Howmedica Osteonics Corp	
Supplier Payment	Check	28127	10/22/2025	4,140.00	J.S. Held LLC	
Supplier Payment	Check	28128	10/22/2025	12,027.84	JRT Mechanical Inc - Remit-To: JRT Mechanical Inc	
Supplier Payment	Check	28129	10/22/2025	7,866.00	L.N. Curtis & Sons	
Supplier Payment	Check	28130	10/22/2025	10,625.26	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	28131	10/22/2025	821.44	Lewis River Doors, Inc.	
Supplier Payment	Check	28132	10/22/2025	5,270.84	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	28133	10/22/2025	600.00	Nagra & Atwal Corporation	
Supplier Payment	Check	28134	10/22/2025	5,358.34	National Park Service - Remit-To: National Park Service - Pearson Lease	
Supplier Payment	Check	28135	10/22/2025	444.37	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	28136	10/22/2025	14,695.50	Parametrix, Inc	
Supplier Payment	Check	28137	10/22/2025	1,174.96	Performance Systems Integration, LLC - Remit-To: Performance Systems Integration, LLC	
Supplier Payment	Check	28138	10/22/2025	315.00	Porter W Yett Company	
Supplier Payment	Check	28139	10/22/2025	3,060.00	Portland Adventist Medical Center	
Supplier Payment	Check	28140	10/22/2025	39,461.00	Public Safety Testing Inc	
Supplier Payment	Check	28141	10/22/2025	6,526.68	Qwest Corporation - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	28142	10/22/2025	6,983.79	RBT Moving LLC	
Supplier Payment	Check	28143	10/22/2025	3,981.61	RH2 Engineering, Inc.	
Supplier Payment	Check	28144	10/22/2025	9,809.41	S&B Inc	
Supplier Payment	Check	28145	10/22/2025	4,749.12	SEA-WESTERN, INC.	

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INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Supplier Payment	Check	28146	10/22/2025	253.66	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	28147	10/22/2025	1,347.76	Soha Sign	
Supplier Payment	Check	28148	10/22/2025	67,211.67	Southwest Washington Humane Society	
Supplier Payment	Check	28149	10/22/2025	1,317.52	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago	
Supplier Payment	Check	28150	10/22/2025	51,384.42	State of Washington Department of Transportation - Remit-To: WADOT - PO Box 47339	
Supplier Payment	Check	28151	10/22/2025	10.36	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	28152	10/22/2025	500.00	The Sober Place	
Supplier Payment	Check	28153	10/22/2025	1,310.49	Trilogy MedWaste West, LLC	
Supplier Payment	Check	28154	10/22/2025	2,250.07	United States Postal Service - Remit-To: United States Postal Service Caples	
Supplier Payment	Check	28155	10/22/2025	5,000.00	Vancouver Elite Outreach	
Supplier Payment	Check	28156	10/22/2025	390.00	Vancouver Granite Works Inc	
Supplier Payment	Check	28157	10/22/2025	5,000.00	Vancouver Metro LULAC Council 47026	
Supplier Payment	Check	28158	10/22/2025	7,272.60	Veritext LLC - Remit-To: Veritext LLC	
Supplier Payment	Check	28159	10/22/2025	104.61	Vestis Group, Inc - Remit-To: Vestis - Pasadena	
Supplier Payment	Check	28160	10/22/2025	1,142.40	W.B. Sprague Co. Inc.	
Supplier Payment	Check	28161	10/22/2025	4,402.33	Walter E Nelson Company	
Supplier Payment	Check	28162	10/22/2025	4,705.00	Wapiti Aerial Services Inc	
Supplier Payment	Check	28163	10/22/2025	150.00	Washington State Criminal Justice Training Commission - Remit-To: Criminal Justice Training Commission - Olympia	
Supplier Payment	Check	28164	10/22/2025	18,958.20	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	28165	10/22/2025	14,000.00	WhatsaMather Consulting, Inc.	
Supplier Payment	Check	28166	10/22/2025	50,980.00	Willis Towers Watson Insurance Services West inc	
Supplier Payment	Check	28167	10/22/2025	44,741.37	WSP USA Inc. - Remit-To: WSP USA Inc. Dallas	
Supplier Payment	Check	28169	10/24/2025	5,592.24	Aflac	
Supplier Payment	Check	28170	10/24/2025	6,129.71	AFSCME Local #307	
Supplier Payment	Check	28171	10/24/2025	658.50	California State Disbursement Unit	
Supplier Payment	Check	28172	10/24/2025	2,533.50	Chapter 13 - Trustee	
Supplier Payment	Check	28173	10/24/2025	491.00	Hawaii SDU	
Supplier Payment	Check	28174	10/24/2025	780.65	IAM Local #1374	
Supplier Payment	Check	28175	10/24/2025	8,835.24	Life Insurance Company of North America	
Supplier Payment	Check	28176	10/24/2025	1,250.00	MFS Service Center Inc	
Supplier Payment	Check	28177	10/24/2025	4,739.49	OPEIU Local #11	
Supplier Payment	Check	28178	10/24/2025	851.00	Teamsters Local #58	
Supplier Payment	Check	28179	10/24/2025	332.50	UA Local #290	
Supplier Payment	Check	28180	10/24/2025	2,831.40	Western Conference of Teamsters	
Supplier Payment	Check	28181	10/24/2025	1,560.78	Western Metal Industry Pension Fund	
			Check	1,445,599.57		
Expense Payment	Direct Deposit	EFT-00320250	10/23/2025	26.00	Sean Suarez	
Expense Payment	Direct Deposit	EFT-00320251	10/23/2025	18.00	Austin Warner	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00320252	10/23/2025	136.25	Meredith Herbst	Employee Reimbursement

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Expense Payment	Direct Deposit	EFT-00320253	10/23/2025	46.63	Chad Eiken	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00320254	10/23/2025	250.00	Connor Hayward	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00320255	10/23/2025	792.22	Erik Paulsen	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00320256	10/23/2025	136.00	Anthony Clary	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00320257	10/23/2025	558.68	Olivia Kahn	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00320258	10/23/2025	7.00	Brandon Riedel	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00320259	10/23/2025	206.33	Sergio Borquez-Ortega	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00320260	10/23/2025	475.13	Patrick Moore	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00320261	10/23/2025	21.75	Chris Malone	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00320262	10/23/2025	408.89	Nathan Hipple	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00320263	10/23/2025	497.50	Ejaz Khan	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00320264	10/23/2025	90.38	Brian E. Wilson	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00320265	10/23/2025	469.00	Brian Schaffer	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00320266	10/23/2025	305.25	Jeffrey Towery	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00320267	10/23/2025	290.25	Aaron Murphy	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00320268	10/23/2025	290.25	Chris Goodner	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00320269	10/23/2025	210.00	Tommy Razo	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00320270	10/23/2025	305.25	Lon Pluckhahn	Travel Advance
			Direct Deposit	5,540.76		
Supplier Payment	EFT	EFT-00320271	10/23/2025	5,000.00	Vancouver Bee Project	
Supplier Payment	EFT	EFT-00320272	10/23/2025	1,673.75	Haley & Aldrich, Inc	
Supplier Payment	EFT	EFT-00320273	10/23/2025	5,768.80	Wallis Engineering PLLC - Remit-To: Wallis Engineering	
Supplier Payment	EFT	EFT-00320274	10/23/2025	500.00	SOLVE	
Supplier Payment	EFT	EFT-00320275	10/23/2025	42,957.56	Kennedy Jenks Consultants, Inc.	
Supplier Payment	EFT	EFT-00320276	10/23/2025	500.00	Ashby Family LEAD & Engagement Services	
Supplier Payment	EFT	EFT-00320277	10/23/2025	4,564.71	Distinctive Landscape LLC	
Supplier Payment	EFT	EFT-00320278	10/23/2025	9,945.65	State of Washington Auditor's Office	
Supplier Payment	EFT	EFT-00320279	10/23/2025	29,336.40	PBS Engineering and Environmental Inc	
Supplier Payment	EFT	EFT-00320280	10/23/2025	77,552.64	OpenSesame Inc	
Supplier Payment	EFT	EFT-00320281	10/23/2025	12,446.72	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00320282	10/23/2025	14,461.25	MAKERS architecture and urban design LLP	
Supplier Payment	EFT	EFT-00320283	10/23/2025	500.00	Sarah J Anderson PTA 3.7.5	
Supplier Payment	EFT	EFT-00320284	10/23/2025	400.00	Julia Ann Weiss	
Supplier Payment	EFT	EFT-00320285	10/23/2025	7,250.00	Arbutus Consulting LLC	
Supplier Payment	EFT	EFT-00320286	10/23/2025	49,630.00	United Site Services of Nevada, Inc.	
Supplier Payment	EFT	EFT-00320287	10/23/2025	868,247.89	Operations Management International Inc	
Supplier Payment	EFT	EFT-00320288	10/23/2025	511.36	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	EFT	EFT-00320289	10/23/2025	500.00	The Arts Centered	
Supplier Payment	EFT	EFT-00320290	10/23/2025	1,600.00	Andrew Prochniak	
Supplier Payment	EFT	EFT-00320291	10/23/2025	430.00	Performance Occupational Health Services, LLC	
Supplier Payment	EFT	EFT-00320292	10/23/2025	1,050.00	Allegiance Benefit Plan Management Inc (Pension and Flex).	
Supplier Payment	EFT	EFT-00320293	10/23/2025	4,700.00	City Electric Co	
Supplier Payment	EFT	EFT-00320294	10/23/2025	6,517.66	Harry's Key Service Inc	
Supplier Payment	EFT	EFT-00320295	10/23/2025	52,218.81	Live Love Outreach	
Supplier Payment	EFT	EFT-00320296	10/23/2025	2,872.32	Solid Waste Systems	
Supplier Payment	EFT	EFT-00320297	10/23/2025	456.97	Fire Systems West	
Supplier Payment	EFT	EFT-00320298	10/23/2025	500.00	Cogostar Foundation	
Supplier Payment	EFT	EFT-00320299	10/23/2025	1,327.12	ICC Codification, Inc.	
Supplier Payment	EFT	EFT-00320300	10/23/2025	31,145.49	Power Systems West LLC	
Supplier Payment	EFT	EFT-00320301	10/23/2025	202,502.01	JRT Mechanical Inc	
Supplier Payment	EFT	EFT-00320302	10/23/2025	1,140.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00320303	10/23/2025	8,640.70	Stock Enterprises LLC	
Supplier Payment	EFT	EFT-00320304	10/23/2025	2,275.48	Whitney Equipment Company Inc	

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INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Supplier Payment	EFT	EFT-00320305	10/23/2025	1,595,930.37	Tapani Inc	
Supplier Payment	EFT	EFT-00320306	10/23/2025	21,142.00	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	EFT	EFT-00320307	10/23/2025	41,615.96	State of Washington Department of Enterprise Services	
Supplier Payment	EFT	EFT-00320308	10/23/2025	2,770.14	Archaeological Investigations Northwest Inc	
Supplier Payment	EFT	EFT-00320309	10/23/2025	5,000.00	Vietnamese Community of Clark County	
Supplier Payment	EFT	EFT-00320310	10/23/2025	70.00	Brad Piesch Aggressive Enterprises, Inc	
Supplier Payment	EFT	EFT-00320311	10/23/2025	152.50	OAC Services, Inc.	
Supplier Payment	EFT	EFT-00320312	10/23/2025	462.42	Copiers Northwest Inc.	
Supplier Payment	EFT	EFT-00320313	10/23/2025	5,500.00	The Foundation WA	
Supplier Payment	EFT	EFT-00320314	10/23/2025	1,368.34	Bound Tree Medical LLC	
Supplier Payment	EFT	EFT-00320315	10/23/2025	500.00	First Place Neighborhood Association	
Supplier Payment	EFT	EFT-00320316	10/23/2025	4,900.00	Kaski Electric LLC	
Supplier Payment	EFT	EFT-00320317	10/23/2025	500.00	Queer Youth Resource Center	
Supplier Payment	EFT	EFT-00320318	10/23/2025	440.00	KFPro, Inc	
Supplier Payment	EFT	EFT-00320319	10/23/2025	11,581.93	Bacon Collision & Reconditioning, LLC	
Supplier Payment	EFT	EFT-00320320	10/23/2025	23,316.75	Rapid Response Bio Clean Inc.	
Supplier Payment	EFT	EFT-00320321	10/23/2025	7,724.50	Otak Inc	
Supplier Payment	EFT	EFT-00320322	10/23/2025	929.39	Better Air Northwest, LLC	
Supplier Payment	EFT	EFT-00320323	10/23/2025	9,959.45	Vancouver Housing Authority	
Supplier Payment	EFT	EFT-00320324	10/23/2025	11,168.79	Fehr & Peers	
Supplier Payment	EFT	EFT-00320325	10/23/2025	5,000.00	Northwest Association for Blind Athletes	
Supplier Payment	EFT	EFT-00320326	10/23/2025	10,700.00	Sazan Group, Inc	
Supplier Payment	EFT	EFT-00320327	10/23/2025	13,660.11	Wilson Oil Inc. - Remit-To: Wilson Oil Inc	
Supplier Payment	EFT	EFT-00320328	10/23/2025	18,515.01	Conсор North America Inc - Remit-To: Conсор North America Inc	
Supplier Payment	EFT	EFT-00320329	10/23/2025	500.00	Odyssey World International Education Services	
Supplier Payment	EFT	EFT-00320330	10/23/2025	77,839.63	Halbert Construction Services LLC	
Supplier Payment	EFT	EFT-00320331	10/23/2025	1,975.62	NJB Soft, LLC	
Supplier Payment	EFT	EFT-00320332	10/23/2025	3,455.76	Junk It JunkRemoval LLC	
Supplier Payment	EFT	EFT-00320333	10/23/2025	130,254.12	Del Sol Inc	
Supplier Payment	EFT	EFT-00320334	10/23/2025	115,132.70	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00322268	10/24/2025	146.93	Legal Shield	
Supplier Payment	EFT	EFT-00322269	10/24/2025	1,293.36	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00322270	10/24/2025	20,289.25	Allegiance Benefit Plan Management Inc (COBRA)	
Supplier Payment	EFT	EFT-00322271	10/24/2025	33,504.38	IAFF Local #452	
Supplier Payment	EFT	EFT-00322272	10/24/2025	12,005.74	Vancouver Police Officer Guild	
			EFT	3,638,428.44		
Supplier Payment	Manual Wire		10/15/2025	1,056.05	JP Morgan Chase Bank, N.A.	
Supplier Payment	Manual Wire		10/15/2025	152.00	Bank Of America N.A. - Remit-To: Account Analysis	
Supplier Payment	Manual Wire		10/20/2025	40,365.58	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		10/21/2025	8,041.33	Superion, LLC	
Supplier Payment	Manual Wire		10/22/2025	2,607.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire		10/23/2025	234.97	KFPro, Inc	

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INVOICE PAYMENTS REPORT

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Supplier Payment	Manual Wire		10/23/2025	225,801.18	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		10/23/2025	19,344.22	Washington Dental Service	
Supplier Payment	Manual Wire		10/23/2025	180,436.77	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Manual Wire		10/23/2025	402,089.21	Kaiser Permanente - Remit-To: Kaiser Permanente	
Supplier Payment	Manual Wire		10/23/2025	45,838.00	The Bank Of New York Mellon Trust Company	
Supplier Payment	Manual Wire		10/23/2025	6,971.61	Washington Dental Service	
Supplier Payment	Manual Wire		10/24/2025	94,290.42	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		10/24/2025	1,647.72	VSP Vision Care Inc	
Supplier Payment	Manual Wire		10/24/2025	123,351.92	Amwins Group, Inc.	
Supplier Payment	Manual Wire		10/24/2025	18,576.38	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		10/24/2025	7,553.43	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		10/24/2025	352,659.60	International City Management Association Retirement Corporation	
Supplier Payment	Manual Wire		10/24/2025	33,607.43	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		10/24/2025	586.00	Oregon SDU	
Supplier Payment	Manual Wire		10/24/2025	27,875.00	Washington State Firefighters	
Supplier Payment	Manual Wire		10/24/2025	5,519.18	Washington SDU	
Supplier Payment	Manual Wire		10/24/2025	62,727.44	State of Washington Department of Retirement Systems (DRS)	
				Manual Wire	1,661,332.44	
				Checks	1,445,599.57	
				Direct Deposit	5,540.76	
				EFT	3,638,428.44	
			10/27/2025	13,095.07	City Payments	Posted 10-20-25 to 10-26-25
				Hansen Total	13,095.07	
			10/27/2025	372.25	Miscellaneous	Parks Class Refunds FCC 10-20-25 to 10-26-25
			10/27/2025	105.00	Miscellaneous	Parks Class Refunds MCC 10-20-25 to 10-26-25
				VISA Total	477.25	
				Payroll Total	4,342,447.45	
				GRAND TOTAL	11,106,920.98	

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AN ORDINANCE relating to rate setting for collection of solid waste, recyclable materials and organics, and amending certain sections of VMC 6.12 to increase or adjust 2026 rates and charges consistent with approved utility user taxes and rates and in accordance with current contracts; providing for savings, severability and an effective date.

Staff Report: 219-25

To: Mayor and City Council
From: City Manager
Date: November 3, 2025

Subject

Ordinance Authorizing 2026 Rate Adjustments for City of Vancouver Garbage, Recycling and Organics Collection Contract

Key Points

- The collection contract between the City of Vancouver (City) and Waste Connections of Washington (WCW) includes a rate-setting model that allows for an annual Inflation Adjustment Factor (“IAF”; a combination of the consumer price index and a fuel index), regional tip fees, and adjustments to the City Fee to be applied to rates paid by customers.
- The Clark County approved disposal tip fee at the three transfer stations will increase by 1.4% to \$118.65 per ton effective January 1, 2026, which impacts the garbage collection rates Vancouver customers pay. In addition, the County approved recyclables processing fee will decrease by 9.1% to \$68.24 per ton, resulting in decreased recyclables processing surcharge amounts to be passed onto City residents.
- For the typical residential customer, the net impact of the IAF, Clark County tip fee, and Clark County recyclables processing fee is a 1.6% increase (or \$0.64/month) for Vancouver customers for combined garbage, recycling and organics collection services.
- Projected rate increases with a proposed effective date of January 1, 2026, detailed in the proposed Ordinance and rate summary sheet, vary based on the type and level of services provided and generally range from 0.9% to 2.7%.

Strategic Plan Alignment

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

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

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

Present Situation

City Council is the rate-making authority for garbage, residential recycling, and organics collection services within the City. The City contracts with a private company, Waste Connections of Washington, to provide comprehensive garbage, recycling and organics collection services

(Collection Contract) to residents and businesses within City limits. The Collection Contract terms authorize Waste Connections to receive annual adjustments to customer rates based on changing operating conditions including:

- An inflation adjustment factor tied to a percentage of the CPI and fuel cost changes over the past year (July through June).
- Disposal tip fee changes scheduled for the coming year.
- The number of customers served.
- Fees paid to the City to support solid waste-related programs.

Garbage rates also include the City's utility tax. The City's utility tax does not apply to recycling or organics collection services. All adjustments to rates are made pursuant to "Exhibit D" of the Collection Contract. Rates paid by customers for garbage, recycling and organics collection services were last modified effective January 1, 2025.

Consistent with the Collection Contract and effective January 1, 2026, the updated model for 2025 requires an increase of 2.7% for most garbage rates, while many recycling, organics and selected other fees not linked to the disposal tip fee or utility tax will need to increase by 0.92%. Key reasons for this increase are a 2.295% increase in the first half of the CPI for 2025, an 11.96% decrease in the diesel fuel index, and an anticipated 1.4% increase in the disposal tip fee set by Clark County. For a typical residential customer with 32-gallons per week of garbage, every-other-week recycling and every-other-week organics collection (96-gallons for each) this would result in a monthly rate increase of 1.6%, from \$40.16 per month to \$40.80 per month, or an increase of \$0.64 over 2025 rates.

Inflation Adjustment Factor

Under the Collection Contract, collection costs for garbage, recycling and organics are allowed to adjust at 80% of a blended and combined CPI (92%) and diesel fuel index (8%) – Inflation Adjustment Factor (IAF), which results in a 0.92% increase for the collection and disposal cost component, the City Fee, and other miscellaneous fees.

Disposal Tip Fees

In September 2024, City and County Councils executed the Master Services Agreement and Attachments (MSA) between Clark County, Vancouver and Columbia Resource Company that implements a new "rate model" to be used for calculating and annually adjusting components of the Tip Fees and other fees under the new contract to account for inflationary impacts.

Consistent with the rate model in the MSA, on January 1, 2026, the disposal tip fee set by Clark County is scheduled to increase \$1.61 per ton (or 1.4%) from \$117.04 per ton to \$118.65 per ton. Additional components of the disposal tip fee include the temporary \$1.43 per ton approved by the Clark County Council in 2017 to make up for lost state funding for regional solid waste programs and planning.

Recycling Fees

The rates proposed for January 1, 2026 apply typical adjustments to the curbside recycling collection fee (increasing from \$3.99 to \$4.03) and multi-family recycling collection fee (increasing from \$1.61 to \$1.62) based on the IAF (0.92%) detailed above.

In addition to collection fee adjustments, curbside and multifamily customers pay a pass-through recycling surcharge approved by Clark County, in effect since April 2019, to recover costs associated with a decline in recycling commodity values and to meet an ongoing need to process recyclables to strict standards and supply high-quality commodities to end markets. Columbia

Resource Company has indicated that the \$75.06 per ton processing fee in 2025 will be reduced to \$68.24 on January 1, 2026.

The combined impact for the curbside recycling fee and processing surcharge components is a 2.3% decrease (\$0.13 per month) in curbside recycling charges. The multi-family combined impact for the recycling fee and processing surcharge is a decrease of 1.9% (\$0.04 per month).

Organics Fees

The rates proposed for January 1, 2026, include 0.9% adjustments to the curbside organics collection rates which are tied to the IAF as shown in the table below.

Organics Service Level, every-other-week	Current 2025 Monthly Rate	Proposed 2026 Monthly Rate
96-gallon cart*	\$9.52	\$9.61
64-gallon cart	\$8.24	\$8.32
32-gallon cart	\$6.96	\$7.02
20-gallon cart	\$5.68	\$5.73
*Standard service level for the typical residential customer		

City Fee

Consistent with the City’s Financial Management Policies, the City Fee collected through rates will increase in 2026 to balance annual total revenues with annual enterprise fund expenditures, support work associated with known future unfunded mandates, and to help meet best management practices for utilities. The City Fee paid by Waste Connections each month in 2026, if the rate adjustments are approved, would be \$207,407. The 2025 monthly City Fee was set at \$205,508.35.

Combined Typical Residential Rate Impact

If approved, the 2026 rates for a typical residential customer with 32-gallons of weekly garbage service with recycling and organics collection would increase 1.6% or \$0.64 per month over 2025 rates.

Staff recommends adjusting customer rates pursuant to the Summary of Proposed 2026 Solid Waste Rates and proposed Ordinance, which would meet the City’s contractual obligations and would set the City Fee amount for the coming year. If approved, all adjustments will be effective January 1, 2026, and would amend VMC 6.12.208, 6.12.209, 6.12.210, 6.12.211, 6.12.212, and 6.12.213 to provide for adjustments in solid waste rates.

Advantage(s)

1. A nominal increase to customer rates would help maintain the City’s high level of solid waste services, including many different options for curbside collection of garbage, recycling and optional organics.
2. The proposed rates would continue to provide funds for the neighborhood cleanup programs including spring yard debris coupons and fall leaf coupons, curbside bulky item pickup or

- Saturday cleanup events and Saturday chipper events, as well as neighborhood mini grants.
3. Ensure funds for addressing solid waste code compliance and litter abatement, and illegal dumping response across the City.
 4. Provide funds for regional solid waste programs for administration of the solid waste transfer and disposal system, long-term solid waste management planning, and education and outreach.

Challenge(s)

Customers would have rate increases generally ranging from 0.9% to 2.7%, depending upon the types and levels of service selected.

Budget Impact

Proposed rate increases would provide the Solid Waste fund with an additional \$106,650 per year in revenue beginning in 2026. Adjusting solid waste rates would also positively impact the General Fund programs through the embedded 28.9% City utility tax on City-owned and contracted utilities.

Budgetary impacts to the City have been considered for the adopted 2025-26 biennial budget and incorporated into the proposed supplemental budget process, anticipated to be brought to Council in early 2026.

Prior Council Review

- This is an annual rate-setting process for Council.
- Council previously reviewed solid waste rates during the November 4, 2024 (effective January 1, 2025), public hearings on the 2025 Solid Waste Rates.

Action Requested

On Monday, October 27, 2025, advance the proposed ordinance on first reading and set a date of November 3, 2025, for a public hearing and second reading.

Staff Contact

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

Attachments:

1. Presentation
2. Ordinance
3. Summary of Proposed 2026 Rates



CITY OF
Vancouver
WASHINGTON

2026 Garbage and Recycling Service Rates

Julie Gilbertson

Solid Waste Supervisor

City Council Public Hearing

November 3, 2025



Presentation Overview



- Solid Waste program goals & who we serve
- Factors that affect rates
- Review recommended garbage & recycling rates for 2026
- Residential rate components
- Customer notices





Solid Waste Program Goals

- Assure high quality and economical garbage and recycling services for Vancouver residents, businesses and neighborhoods
- Engage the community in reducing volumes and toxicity of land-filled wastes
- Conserve resources, protect health and safety

Who We Serve



48,023
Single Family
households

60% organics
subscribers



36,317
Multi-family
units

595 Multi-family
complexes



2,935
Commercial
Accounts



Factors that Affect Solid Waste Rates

Result: 0.9% to 2.7% rate increase for typical services

- Adherence to City Financial Management Policies in 2025-26 Biennial Budget
- City's collection contract specifies exact rate model for calculating and annually adjusting Solid Waste rates.
- Data updated for 2026 includes:
 - Inflation Adjustment Factor of 0.92%
 - Garbage Tip Fee increase of 1.4%, or \$1.61 per ton
 - No change to City Utility Tax of 28.9% (garbage rates only)
 - Increase in City Fee to support City programs for coupons, cleanups, etc.
 - Other: Customer Census, Recycling Processing Surcharge



Proposed Commercial Rates

Rates shown below include City of Vancouver utility tax on garbage.

Typical Commercial Customer	2025 Monthly Adopted Rate	2026 Monthly Recommended Rate	Difference
96-gallon garbage cart picked up 1x/week	\$84.18	\$86.43	\$2.25
2-yards garbage dumpster picked up 1x/week	\$259.83	\$266.82	\$6.99
2-yards garbage compacted dumpster picked up 1x/week	\$583.20	\$598.89	\$15.69



Proposed Residential Rates

Net increase 1.6% for the typical customer

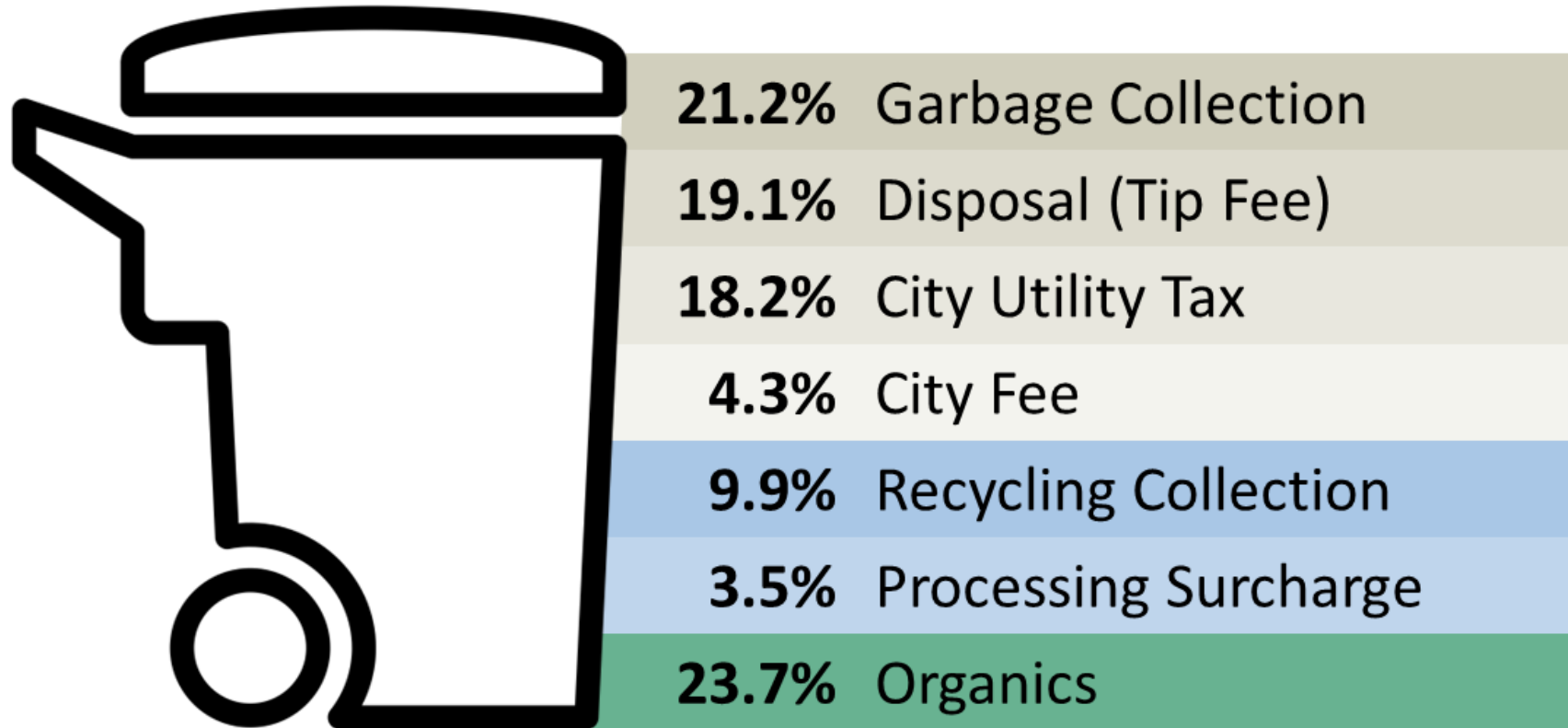
Current and Recommended Rates	2025	2026	Difference
Typical Residential Customer			
Garbage (32-gallon cart weekly)	\$25.23	\$25.91	\$0.68
Recycling (EOW)*	\$5.41	\$5.28	- \$0.13
Garbage and Recycling Combined	\$30.64	\$31.19	\$0.55
Organics (96-gallon cart EOW)	\$9.52	\$9.61	\$0.09
Garbage and Recycling Combined with optional Organics Service	\$40.16	\$40.80	\$0.64
* Recycling rates includes processing surcharge			

All rates shown above are for single-family monthly service and include City of Vancouver utility tax on garbage.



Rate Component Analysis

% of the total monthly cost of service for the typical residential customer



\$40.80 per month (proposed 2026 rate) for weekly 32-gal garbage, recycling and 96-gal organics every-other-week



Notification About Rates



4 Legal Ads

- Summary of typical rates with link to full summary
- Public Hearing notice
- After approval of rate ordinance



Various Channels

Frontline staff,
Partner agencies,
January Connects



Message on Customer Bills & Websites

Questions & Discussion



Julie.Gilbertson@cityofvancouver.us | 360-487-7162 |
cityofvancouver.us/solidwaste



10/27/2025 (Date of First Reading)
11/04/2025 (Date of Public Hearing)

ORDINANCE NO. M- [Ordinance Number]

AN ORDINANCE relating to rate setting for collection of solid waste, recyclable materials and organics, and amending certain sections of VMC 6.12 to increase or adjust 2026 rates and charges consistent with approved utility user taxes and rates and in accordance with current contracts; providing for savings, severability and an effective date.

WHEREAS, 2025 rates for solid waste collection, residential recycling, and organics within chapter 6.12 VMC were adopted through passage of Ordinance M-4467 on November 4, 2024, and effective January 1, 2025; and

WHEREAS, the City's contract for Comprehensive Garbage, Recyclables, and Organics Collection Services (Collection Contract) contains provisions for annual adjustments to rates charged by the Contractor based upon changes in the Consumer Price Index (CPI), a Fuel Index, changes in disposal and recyclables processing tip fees, and changes in the City Fee as calculated through the Collection Contract's Exhibit D rate model; and

WHEREAS, the Inflation Adjustment Factor (IAF) for 2026 proposed rates under the Collection Contract has been calculated at 0.92% by combining a 2.295% increase in the Seattle-Tacoma-Bellevue CPI-W and an 11.96% decrease in the Fuel Index (weighted 92 % and 8 % respectively) factored at 80% as the allowed annual compensation adjustment for the collection contractor; and

WHEREAS, pursuant to Clark County's contract with Columbia Resource Company for the waste, recycling processing, transfer and disposal services, disposal tip fees at transfer

stations used to dispose of waste collected by the Contractor are set to increase by 1.4% to \$118.65 per ton of municipal solid waste effective January 1, 2026, which is a rate set by Clark County; and

WHEREAS, on February 19, 2019, Clark County established a recyclables processing fee for residential recyclables delivered by Columbia Resources Company. Based on a review of operational factors, revenues and allowable costs, Clark County has determined the recyclables processing fee will be adjusted from \$75.06 to \$68.24 per ton on January 1, 2026 (a 9.1% decrease), impacting the recyclables processing surcharge amounts for City curbside and multi-family customers; and

WHEREAS, the Collection Contract also contains provisions for annual adjustments in hauler compensation for recycling and organics collection services based on changes in the IAF; and

WHEREAS, the City's 2025-2026 Financial Management Policies provide guidance for balancing current operating expenditures with current revenues (#3), for exercising sound financial estimation of revenues through reasonably conservative but realistic assumptions (#8), for applying the principle of full cost recovery in enterprise (Solid Waste) fund operations (#12), and for maintenance of both working capital (#2) and designated liability funding (#4) reserves. These policies are variously addressed through the adjustment of rates and City Fee paid by the Contractor; and

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. VMC 6.12.208, is amended as follows:

6.12.208 Residential/multifamily cart rates.

The following table lists rates charged for residential/multifamily cart service:

Curb Service:	2025 <u>2026</u>
32-gallon cart service	
Weekly collection	25.23 <u>25.91</u> per month
Each additional cart	25.23 <u>25.91</u> per month
Every other week	18.92 <u>19.43</u> per month
Each additional cart	18.92 <u>19.43</u> per month
Once a month	11.35 <u>11.66</u> per month
64-gallon cart service	
Weekly collection	50.46 <u>51.82</u> per month
Each additional cart	50.46 <u>51.82</u> per month
Every other week	25.23 <u>25.91</u> per month
96-gallon cart service	

Weekly collection ~~75.69~~ 77.73 per month

Each additional cart ~~75.69~~ 77.73 per month

20-gallon cart service

Weekly collection ~~48.92~~ 49.43 per month

Every other week ~~45.14~~ 45.55 per month

Carryout Service:

32-gallon cart service

Weekly collection ~~37.85~~ 38.87 per month

Each additional cart ~~37.85~~ 38.87 per month

Every other week ~~28.39~~ 29.15 per month

Each additional cart ~~28.39~~ 29.15 per month

Once a month ~~17.03~~ 17.49 per month

64-gallon cart service

Weekly collection	63.08 <u>64.78</u> per month
Every other week	53.62 <u>55.06</u> per month
96-gallon cart service	
Weekly collection	88.31 <u>90.69</u> per month
20-gallon cart service	
Weekly collection	28.38 <u>29.15</u> per month
Every other week	22.71 <u>23.33</u> per month

Special/Optional Services:

Extra 32-gallon or equivalent (or portion thereof)

Curb	9.94 <u>10.21</u> per pick up
Carryout	14.89 <u>15.29</u> per pick up
Return trip fee	14.21 <u>14.34</u> per trip
Overweight/overfilled cart	Billed as an extra

Cart replacement fee	At cost
Cart delivery, initial	0.00 <u>0.00</u>
Cart delivery, subsequent	17.69 <u>17.85</u>

Late Fee:

1.5% of balance outstanding at 30 days past due date.

Vacation Allowance:

Minimum period of two weeks.

Maximum of three vacations per year.

Section 2. VMC 6.12.209, is amended as follows:

6.12.209 Commercial cart rates.

The following table lists garbage rates charged for commercial cart service:

Curb Service:	2025 <u>2026</u>
20-gallon cart service	
Weekly cart service	21.05 <u>21.61</u> per month

Every other week	16.84 <u>17.29</u> per month
32-gallon cart service	
Weekly collection	28.06 <u>28.81</u> per month
Each additional cart	28.06 <u>28.81</u> per month
Every other week	21.05 <u>21.61</u> per month
Each additional cart	21.05 <u>21.61</u> per month
Once a month	12.63 <u>12.96</u> per month
64-gallon cart service	
Weekly collection	56.12 <u>57.62</u> per month
Each additional cart	56.12 <u>57.62</u> per month
Every other week	28.06 <u>28.81</u> per month
96-gallon cart service	
Weekly collection	84.18 <u>86.43</u> per month
Every other week	63.15 <u>64.83</u> per month

Carryout Service:

20-gallon cart service

Weekly collection ~~31.57~~ 32.42 per month

Every other week ~~25.25~~ 25.93 per month

32-gallon cart service

Weekly collection ~~42.09~~ 43.22 per month

Each additional cart ~~42.09~~ 43.22 per month

Every other week ~~31.57~~ 32.42 per month

Each additional cart ~~31.57~~ 32.42 per month

Once a month ~~18.94~~ 19.45 per month

64-gallon cart service

Weekly collection ~~70.15~~ 72.03 per month

Every other week ~~42.09~~ 43.22 per month

96-gallon cart service

Weekly collection ~~98.21~~ 100.84 per month

Commercial Special/Optional

Services:

Extra 32-gallon or equivalent (or portion thereof)

Curb ~~40.99~~ 11.29 per pick up

Carryout ~~46.58~~ 17.03 per pick up

Return trip fee ~~44.21~~ 14.34 per trip

Overweight/overfilled cart Billed as an extra

Cart replacement fee At cost

Cart delivery, initial 0.00

Cart delivery, subsequent ~~47.79~~ 17.95

Subscription-based commercial organics collection service is available at rates listed in VMC 6.12.213.

Late Fee:

1.5% of balance outstanding at 30 days past due date.

Vacation Allowance:

Minimum period of two weeks.

Maximum of three vacations per year.

Section 3. VMC 6.12.210, is amended as follows:

6.12.210 Container rates.

The following Table 6.12.210 lists garbage rates charged for container service:

Table 6.12.210. (~~2025~~ 2026 Rates)

Regular Containers
Weekly Frequency

Size (In Yards)	1	2	3	4	5	6	7
1	\$ 173.22 <u>\$177.88</u>	\$ 346.44 <u>\$355.76</u>	\$ 519.66 <u>\$533.64</u>	\$ 692.88 <u>\$711.52</u>	\$ 866.10 <u>\$889.40</u>	\$1,039.32 <u>\$1,067.28</u>	\$ 1,212.54 <u>\$1,245.16</u>
1.5	\$ 216.53 <u>\$222.35</u>	\$ 433.05 <u>\$444.70</u>	\$ 649.58 <u>\$667.05</u>	\$ 866.10 <u>\$889.40</u>	\$ 1,082.63 <u>\$1,111.75</u>	\$ 1,299.15 <u>\$1,334.10</u>	\$ 1,515.68 <u>\$1,556.45</u>
2	\$ 259.83 <u>\$266.82</u>	\$ 519.66 <u>\$533.64</u>	\$ 779.49 <u>\$800.46</u>	\$ 1,039.32 <u>\$1,067.282</u>	\$ 1,299.15 <u>\$1,334.10</u>	\$ 1,558.98 <u>\$1,600.92</u>	\$ 1,818.81 <u>\$1,867.74</u>
3	\$ 346.44 <u>\$355.76</u>	\$ 692.88 <u>\$711.52</u>	\$ 1,039.32 <u>\$1,067.28</u>	\$ 1,385.76 <u>\$1,423.04</u>	\$ 1,732.20 <u>\$1,778.80</u>	\$ 2,078.64 <u>\$2,134.56</u>	\$ 2,425.08 <u>\$2,490.32</u>
4	\$ 433.05 <u>\$444.70</u>	\$ 866.10 <u>\$889.40</u>	\$ 1,299.15 <u>\$1,334.10</u>	\$ 1,732.20 <u>\$1,778.80</u>	\$ 2,165.25 <u>\$2,223.50</u>	\$ 2,598.30 <u>\$2,668.20</u>	\$ 3,031.35 <u>\$3,112.90</u>
5	\$ 519.66 <u>\$533.64</u>	\$ 1,039.32 <u>\$1,067.28</u>	\$ 1,558.98 <u>\$1,600.92</u>	\$ 2,078.64 <u>\$2,134.56</u>	\$ 2,598.30 <u>\$2,668.20</u>	\$ 3,117.96 <u>\$3,201.84</u>	\$ 3,637.62 <u>\$3,735.48</u>
6	\$ 606.27 <u>\$622.58</u>	\$ 1,212.54 <u>\$1,245.16</u>	\$ 1,818.81 <u>\$1,867.74</u>	\$ 2,425.08 <u>\$2,490.32</u>	\$ 3,031.35 <u>\$3,112.90</u>	\$ 3,637.62 <u>\$3,735.48</u>	\$ 4,243.89 <u>\$4,358.06</u>
8	\$ 779.49 <u>\$800.46</u>	\$ 1,558.98 <u>\$1,600.92</u>	\$ 2,338.47 <u>\$2,401.38</u>	\$ 3,117.96 <u>\$3,201.84</u>	\$ 3,897.45 <u>\$4,002.30</u>	\$ 4,676.94 <u>\$4,802.76</u>	\$ 5,456.43 <u>\$5,603.22</u>

Regular Containers at Space Constrained Locations (Space Saver Rate)

Weekly Frequency

Size (In Yards)	1	2	3	4	5	6	7
1		\$ 285.81 <u>\$293.50</u>	\$ 381.08 <u>\$391.34</u>	\$ 476.36 <u>\$489.17</u>	\$ 571.63 <u>\$587.00</u>	\$ 666.90 <u>\$684.84</u>	\$ 857.44 <u>\$880.51</u>
1.5		\$ 381.08 <u>\$391.34</u>	\$ 619.26 <u>\$635.92</u>	\$ 666.90 <u>\$684.84</u>	\$ 905.07 <u>\$929.42</u>	\$ 1,047.98 <u>\$1,076.17</u>	\$ 1,286.16 <u>\$1,320.76</u>
2		\$ 476.36 <u>\$489.17</u>	\$ 666.90 <u>\$684.84</u>	\$ 857.44 <u>\$880.51</u>	\$ 1,143.25 <u>\$1,174.01</u>	\$ 1,333.79 <u>\$1,369.68</u>	\$ 1,524.34 <u>\$1,565.34</u>
3		\$ 666.90 <u>\$684.84</u>		\$ 1,333.79 <u>\$1,369.68</u>	\$ 1,714.88 <u>\$1,761.01</u>	\$ 2,000.69 <u>\$2,054.51</u>	\$ 2,286.50 <u>\$2,348.02</u>
4		\$ 857.44 <u>\$880.51</u>		\$ 1,714.88 <u>\$1,761.01</u>		\$ 2,572.32 <u>\$2,641.52</u>	
5							
6							
8							

Compactor Containers
Weekly Frequency

Size (In Yards)	1	2	3	4	5	6	7
1	\$ 388.80 <u>\$399.26</u>	\$ 777.60 <u>\$798.52</u>	\$ 1,166.40 <u>\$1,197.78</u>	\$ 1,555.20 <u>\$1,597.04</u>	\$ 1,944.00 <u>\$1,996.30</u>	\$ 2,332.80 <u>\$2,395.56</u>	\$ 2,721.60 <u>\$2,794.82</u>
1.5	\$ 486.00 <u>\$499.08</u>	\$ 972.00 <u>\$998.15</u>	\$ 1,458.00 <u>\$1,497.23</u>	\$ 1,944.00 <u>\$1,996.30</u>	\$ 2,430.00 <u>\$2,495.38</u>	\$ 2,916.00 <u>\$2,994.45</u>	\$ 3,402.00 <u>\$3,493.53</u>
2	\$ 583.20 <u>\$598.89</u>	\$ 1,166.40 <u>\$1,197.78</u>	\$ 1,749.60 <u>\$1,796.67</u>	\$ 2,332.80 <u>\$2,395.56</u>	\$ 2,916.00 <u>\$2,994.45</u>	\$ 3,499.20 <u>\$3,593.34</u>	\$ 4,082.40 <u>\$4,192.23</u>
3	\$ 777.60 <u>\$798.52</u>	\$ 1,555.20 <u>\$1,597.04</u>	\$ 2,332.80 <u>\$2,395.56</u>	\$ 3,110.40 <u>\$3,194.08</u>	\$ 3,888.00 <u>\$3,992.60</u>	\$ 4,665.60 <u>\$4,791.12</u>	\$ 5,443.20 <u>\$5,589.64</u>
4	\$ 972.00 <u>\$998.15</u>	\$ 1,944.00 <u>\$1,996.30</u>	\$ 2,916.00 <u>\$2,994.45</u>	\$ 3,888.00 <u>\$3,992.60</u>	\$ 4,860.00 <u>\$4,990.75</u>	\$ 5,832.00 <u>\$5,988.90</u>	\$ 6,804.00 <u>\$6,987.05</u>
5	\$ 1,166.40 <u>\$1,197.78</u>	\$ 2,332.80 <u>\$2,395.56</u>	\$ 3,499.20 <u>\$3,593.34</u>	\$ 4,665.60 <u>\$4,791.12</u>	\$ 5,832.00 <u>\$5,988.90</u>	\$ 6,998.40 <u>\$7,186.68</u>	\$ 8,164.80 <u>\$8,384.46</u>
6	\$ 1,360.80 <u>\$1,397.41</u>	\$ 2,721.60 <u>\$2,794.82</u>	\$ 4,082.40 <u>\$4,192.23</u>	\$ 5,443.20 <u>\$5,589.64</u>	\$ 6,804.00 <u>\$6,987.05</u>	\$ 8,164.80 <u>\$8,384.46</u>	\$ 9,525.60 <u>\$9,781.87</u>
8	\$ 1,749.60 <u>\$1,796.67</u>	\$ 3,499.20 <u>\$3,593.34</u>	\$ 5,248.80 <u>\$5,390.01</u>	\$ 6,998.40 <u>\$7,186.68</u>	\$ 8,748.00 <u>\$8,983.35</u>	\$10,497.60 <u>\$10,780.02</u>	\$12,247.20 <u>\$12,576.69</u>

Note: Above rates are for containers supplied by contractor. Rates for compacted solid waste apply only when waste has been compacted by any mechanical device prior to its pickup by the collector. Loose waste dumped into the collector's packer truck from a container will be subject to the rates for noncompacted material. However, waste that has been compressed or

compacted by any mechanical device and then subsequently dumped into a loose yard container to be picked up by the contractor shall be subject to compacted container rates only upon prior written approval of the Director.

Special Services:

Special pickups shall be charged the extra yard rate multiplied by the size of the container plus the return trip charge.

	2025 <u>2026</u>
One-time delivery/pickup/disposal of 3-yard "Rent-a-Bin"	219.57 <u>225.48</u>
Additional "Rent-a-Bin" pickup	136.06 <u>139.72</u>
Return trip (blocked container, etc.)	20.83 <u>21.02</u>
Lock charge (if manual system used)	3.34 <u>3.37</u> per collection
Subsequent deliveries/moves/replacements	37.92 <u>38.27</u> per trip
Accessibility charge	4.73 <u>4.77</u> per collection
Rollout charge	
Greater than 15 feet	4.73 <u>4.77</u> per collection
Greater than 20 feet	7.58 <u>7.65</u> per collection
Steam cleaning (customer request or requirement)	56.88 <u>57.41</u> per container
Overfill/extra yardage (or portion thereof)	21.92 <u>22.51</u> per event

Overweight charges for container service:

If the contractor identifies that a customer's disposal weights are consistently in excess of 130 pounds per loose yard (if charged loose container rates) or 455 pounds per compacted yard, or per yard of heavy material such as dirt, rock, etc. (if charged compacted container rates) the contractor may charge a flat overweight surcharge in addition to the regular rates. The surcharge will be equal to the weight in excess of 200 pounds per loose yard or 700 pounds per compacted yard multiplied by the current disposal rates per pound, multiplied by the number of yards serviced per month. The surcharge may also be applied to any extra or special pickups. The contractor shall not charge the overweight container charge until the on-going overweight account has been brought to the attention of the director. The contractor may charge the overweight charge once the director has investigated the issue and made a written determination as to whether the proposed charge is appropriate to the situation.

Late Fee: 1.5% of balance outstanding at 30 days past due date.

Vacation Allowance:

Minimum period of two weeks.

Maximum of three vacations per year.

Section 4. VMC 6.12.211, is amended as follows:

6.12.211 Drop box and compactor rates.*

The following table lists garbage rates charged for drop box and compactor service:

Regular Service:	2025 <u>2026</u>
Initial placement fee	47.36 <u>47.80</u> per trip
Moving fee	47.36 <u>47.80</u> per trip
Steam clean	
(per customer request or as required)	5.10 <u>5.15</u> per yard
Minimum	49.58 <u>50.04</u> min
Plus: pickup and redelivery	47.36 <u>47.80</u> per trip

Trucking Fee (empty and return - roundtrip haul charge):

Drop box

10-yard	185.77 <u>187.49</u>
20-yard	185.77 <u>187.49</u>
30-yard	185.77 <u>187.49</u>
40-yard	185.77 <u>187.49</u>

Compactor

10-yard	206.42 <u>208.33</u>
20-yard	206.42 <u>208.33</u>
30-yard	206.42 <u>208.33</u>
40-yard	206.42 <u>208.33</u>

Organics Trucking Fee (empty and return - roundtrip haul charge):

Drop box

10-yard	132.08 <u>133.31</u>
20-yard	132.08 <u>133.31</u>
30-yard	132.08 <u>133.31</u>
40-yard	132.08 <u>133.31</u>

Compactor

10-yard	146.76 <u>148.12</u>
20-yard	146.76 <u>148.12</u>
30-yard	146.76 <u>148.12</u>
40-yard	146.76 <u>148.12</u>

Add disposal pass through at amount of tipping fee and disposal transaction fees or taxes to above charges.

Daily demurrage - Per day	4.43 <u>4.47</u> per day
Monthly demurrage - Monthly maximum	133.36 <u>134.59</u> monthly max
Special/modified box rental	
(Lid/screen/winch, etc.) - Per day	6.35 <u>6.41</u> per day
Monthly maximum	191.34 <u>193.11</u> monthly max
Waiting time	
(after first 10 minutes) - Charge per minute	2.25 <u>2.27</u> per minute

Mileage Charge (over 10)	4.10 <u>4.14</u> per mile
Locking system	
Materials plus labor - per hour	47.36 <u>47.80</u> per hour
"Check only" service	
(price per container and per check)	13.73 <u>13.86</u>
Return trip charge (per container)	37.92 <u>38.27</u>
Box Liner fee (per collection)	68.50 <u>69.13</u>

For organics and/or yard debris collection drop box service – the noted organics trucking fee applies in place of the regular trucking fee; however, the same rates apply to these streams as for all other regular drop box related services, and disposal will be charged at current organics and/or yard debris tip fees.

Late Fee: 1.5% of balance outstanding at 30 days past due date.

Section 5. VMC 6.12.212, is amended as follows:

6.12.212 Other rates.

The following table lists garbage rates for types of pickup other than those set out in VMC 6.12.208 through 6.12.211:

Bulky item pickup:	2025 <u>2026</u>	
Stove	20.80 <u>20.99</u>	each
Washing machine	22.75 <u>22.96</u>	each
Dryer	18.83 <u>19.00</u>	each
Water heater	23.13 <u>23.34</u>	each
Refrigerator, freezer	37.62 <u>37.97</u>	each
Sofa	18.83 <u>19.00</u>	each
Chair	15.04 <u>15.18</u>	each
Mattress or box spring	17.03 <u>17.19</u>	each
Tires		
Auto/light pickup	8.96 <u>9.04</u>	each
with rim	13.87 <u>14.00</u>	each
Bus/heavy truck	28.09 <u>28.35</u>	each
with rim	46.36 <u>46.79</u>	each
Other bulky items	19.82 <u>20.00</u>	each

Note: the above rates are for pre-scheduled curbside pick-up at residential locations; however, they also may be applied to commercial and multifamily site pickups. For commercial and multifamily collections additional fees pursuant to VMC 6.12.210 may apply for requested special services that differ from the standard pre-scheduled curbside bulky item pickup.

Hourly equipment rental:

Sideloaded compactor truck	126.05 <u>127.21</u>	per hour
Rolloff truck/front load compactor Truck	129.81 <u>131.01</u>	per hour
Extra labor	57.48 <u>58.01</u>	per hour
Overtime rate	Extra labor rate x 1.5	

Section 6. VMC 6.12.213, is amended as follows:

6.12.213 Residential recycling fees.

The following fees shall be charged for recycling program costs within the city of Vancouver:

1. *Curbside Recycling*
 - a. For each dwelling unit in a structure containing from one to four residential dwelling units, ~~\$3.99~~ 4.03 per month.
 - b. For each dwelling unit in a structure containing from one to four residential dwelling units, the contractor may invoice a recyclables processing surcharge of ~~\$1.42~~ 1.25 per month.
2. *Multi-family Recycling*
 - a. Five or more residential dwelling units on a consolidated solid waste collection bill, ~~\$1.61~~ \$1.62 per month per unit.

b. For each dwelling unit in a structure containing five or more residential dwelling units, the contractor may invoice a recyclables processing surcharge of ~~\$0.66~~ 0.61 per unit per month.

The following optional fees shall be charged to those residents or businesses who voluntarily subscribe for service:

Organics Collection Service

Residential Subscription Options:	2025 <u>2026</u>
Basic subscription, with 96-gallon cart	\$9.52 <u>9.61</u> per month
Basic subscription, with 64-gallon cart	8.24 <u>8.32</u> per month
Basic subscription, with 32-gallon cart	6.96 <u>7.02</u> per month
Basic subscription, with 20-gallon cart	5.68 <u>5.73</u> per month
 Commercial / Multifamily Subscription Options:	
Every Other Week subscription, with 64-gallon cart	\$11.16 <u>11.27</u> per month
Weekly subscription, with 64-gallon cart	22.32 <u>22.53</u> per month
 Special / Optional Organics Services:	
Additional 32-gallon equivalent (or portion thereof, per volume)	4.35 <u>4.39</u> per pickup
Service restart fee, within one year of last service	12.96 <u>13.08</u>

Optional extra cart rental	2.15 <u>2.17</u> per month
Cart replacement fee	At cost
Cart delivery fee, initial	0.00
Cart delivery fee, subsequent (including cart swap request)	17.30 <u>17.46</u>
Late fee: 1.5% of balance outstanding at 30 days	

Vacation allowances in conjunction with garbage service vacations only.

Note: For commercial and multifamily sites participating in organics collection service, the above subscription rates and special / optional Services fees apply so long as the customer is responsible for placing the cart(s) curbside or designated servicing location for the scheduled collection day(s). If the cart(s) at these sites is not placed at the curb on collection day(s) and/or if other special services are requested for these sites, then the special services fees pursuant to VMC 6.12.210 may be added as additional charges for each collection. Depending on location specific challenges, organics collection service may not be offered at all multifamily or commercial sites.

Section 7. Savings. Those ordinances or parts of ordinances amended by this Ordinance shall remain in full force and effect until the effective date of this Ordinance.

Section 8. Severability. If any clause, sentence, paragraph, section, or part of this Ordinance or its application to any person or circumstance shall be determined by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not effect or invalidate the remainder. The provisions of each clause, sentence, paragraph, section or part of this Ordinance are severable.

Section 9. Effective date. This Ordinance is effective January 1, 2026.

DATE OF FINAL PASSAGE at a Regular Meeting of the Vancouver City Council:

_____.

SIGNED this _____ day of _____, 2025.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE establishing 2026 rates for collection of solid waste, recyclable materials and organics, and amending certain sections of chapter 6.12 VMC to adjust rates and charges consistent with approved utility user taxes and rates, providing for savings, severability and an effective date.

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

SUMMARY OF PROPOSED SOLID WASTE COLLECTION RATES for 1/01/26 as compared to rates in effect since 1/01/25 (3 pages)

\$X.XX shaded values are ADOPTED changes based on CPI/Fuel/Tip Fee, City Fee and adjusted Recycling Processing Fee. Changes to be adopted by Vancouver City Council:

First Reading: 10/27/2025

Second Reading/Public Hearing: 11/03/2025

The fees are expected to remain unchanged through 2026 (until Jan. 2027).

Questions on the rate changes may be addressed to Julie Gilbertson (360-487-7162)

Available Service Levels	Monthly Charge		
	Jan-25	Jan-26	Change
Residential/Multifamily Curb Service (VMC 6.12.208)			
32-gallon cart service			
A weekly collection	\$25.23	\$25.91	2.7%
each additional	\$25.23	\$25.91	2.7%
every other week collection	\$18.92	\$19.43	2.7%
each additional cart	\$18.92	\$19.43	2.7%
once per month collection	\$11.35	\$11.66	2.7%
64-gallon cart service			
weekly collection	\$50.46	\$51.82	2.7%
each additional cart	\$50.46	\$51.82	2.7%
every other week collection	\$25.23	\$25.91	2.7%
96-gallon cart service			
weekly collection	\$75.69	\$77.73	2.7%
each additional cart	\$75.69	\$77.73	2.7%
20-gallon cart service			
weekly collection	\$18.92	\$19.43	2.7%
every other week collection	\$15.14	\$15.55	2.7%
Residential Carryout Service			
32-gallon cart service			
weekly collection	\$37.85	\$38.87	2.7%
each additional cart	\$37.85	\$38.87	2.7%
every other week collection	\$28.39	\$29.15	2.7%
each additional cart	\$28.39	\$29.15	2.7%
once per month collection	\$17.03	\$17.49	2.7%
64-gallon cart service			
weekly collection	\$63.08	\$64.78	2.7%
every other week collection	\$53.62	\$55.06	2.7%
96-gallon cart service			
weekly collection	\$88.31	\$90.69	2.7%
20-gallon cart service			
weekly collection	\$28.38	\$29.15	2.7%
every other week collection	\$22.71	\$23.33	2.7%
Residential Special/Optional Services			
Extra Cart (32-gallon equivalent)			
Curb (per pick-up)	\$9.94	\$10.21	2.7%
Carryout (per pick-up)	\$14.89	\$15.29	2.7%
Return Trip fee	\$14.21	\$14.34	0.9%
Overweight/overfilled can	<i>Billed as an extra</i>		
Cart replacement fee	<i>At cost</i>		
Cart Delivery, Initial	\$0.00	\$0.00	
Cart Delivery, Subsequent	\$17.69	\$17.85	0.9%
Residential Recycling & Organics Curbside (VMC 6.12.213)			
B Single Family Recycling (EOW)	\$3.99	\$4.03	1.0%
B' Recycling Processing Surcharge	\$1.42	\$1.25	-11.7%
Multi-Family Recycling (per unit/month)	\$1.61	\$1.62	0.6%
Recycling Processing Surcharge	\$0.66	\$0.61	-8.1%
C Single Family Organics (EOW, subscription service)			
Basic subscription 96-gal cart	\$9.52	\$9.61	0.9%
Pg. 3 Lists all Organics Cart Size & Pricing Options			
Additional 32-gal per pickup	\$4.35	\$4.39	0.9%
Service restart fee (<1yr)	\$12.96	\$13.08	0.9%
Optional 64-gal Cart Rental	\$2.15	\$2.17	0.9%
Cart replacement fee	<i>At Cost</i>		
Cart delivery fee, initial	\$0.00	\$0.00	
Cart delivery, subsequent	\$17.30	\$17.46	0.9%
Standard Service Level for Residential Customers (A + B)			
	Jan-25	Jan-26	Change
A 32-Gallon Weekly Garbage	\$25.23	\$25.91	2.7%
B Single Family Recycling B + B'	\$5.41	\$5.28	-2.3%
TOTAL A + B (+B')	\$30.64	\$31.19	1.8%
C Single Family Organics (w/basic 96-gal)	\$9.52	\$9.61	0.9%
TOTAL A + B + C (Organics)	\$40.16	\$40.80	1.6%

Available Service Levels	Monthly Charge		
	Jan-25	Jan-26	Change
Commercial Curb Service (VMC 6.12.209)			
32-gallon cart service			
weekly collection	\$28.06	\$28.81	2.7%
each additional cart	\$28.06	\$28.81	2.7%
every other week collection	\$21.05	\$21.61	2.7%
each additional cart	\$21.05	\$21.61	2.7%
once per month collection	\$12.63	\$12.96	2.6%
64-gallon cart service			
weekly collection	\$56.12	\$57.62	2.7%
each additional cart	\$56.12	\$57.62	2.7%
every other week collection	\$28.06	\$28.81	2.7%
96-gallon cart service			
weekly collection	\$84.18	\$86.43	2.7%
every other week collection	\$63.15	\$64.83	2.7%
20-gallon cart collection			
weekly collection	\$21.05	\$21.61	2.7%
every other week collection	\$16.84	\$17.29	2.7%
Commercial Carryout Service			
32-gallon cart service			
weekly collection	\$42.09	\$43.22	2.7%
each additional cart	\$42.09	\$43.22	2.7%
every other week collection	\$31.57	\$32.42	2.7%
each additional cart	\$31.57	\$32.42	2.7%
once per month collection	\$18.94	\$19.45	2.7%
64-gallon cart service			
weekly collection	\$70.15	\$72.03	2.7%
every other week collection	\$42.09	\$43.22	2.7%
96-gallon cart service			
weekly collection	\$98.21	\$100.84	2.7%
20-gallon cart service			
weekly collection	\$31.57	\$32.42	2.7%
every other week collection	\$25.25	\$25.93	2.7%
Commercial Special/Optional Services			
Extra Cart (32-gallon equivalent)			
Curb (per pick-up)	\$10.99	\$11.29	2.7%
Carryout (per pick-up)	\$16.58	\$17.03	2.7%
Return Trip fee	\$14.21	\$14.34	0.9%
Overweight/overfilled cart	<i>Billed as an extra</i>		
Cart replacement fee	<i>At cost</i>		
Cart Delivery, Initial	\$0.00	\$0.00	
Cart Delivery, Subsequent	\$17.79	\$17.95	0.9%
Container (Commercial) Special Services (VMC 6.12.210)			
Special Pickup - yard rate X yards + return trip charge			
One Time Delivery/Pickup/Disposal			
of 3-yard "Rent-A-Bin"	\$219.57	\$225.48	2.7%
Additional "Rent-A-Bin"	\$136.06	\$139.72	2.7%
Return Trip fee	\$20.83	\$21.02	0.9%
Lock Charge (automatic system)	\$0.00	\$0.00	
Lock Charge (manual system)	\$3.34	\$3.37	0.9%
Subsequent Deliveries/Moves			
Replacements (per trip)	\$37.92	\$38.27	0.9%
Accessibility Charge	\$4.73	\$4.77	0.8%
Rollout Charge (per collection)			
Greater than 15 feet	\$4.73	\$4.77	0.8%
Greater than 20 feet	\$7.58	\$7.65	0.9%
Steam Cleaning (requested)	\$56.88	\$57.41	0.9%
Overfilled/Extra Yardage (portion)	\$21.92	\$22.51	2.7%
Other Garbage Rates (Bulky Items and Hourly - VMC 6.12.212)			
Stove	\$20.80	\$20.99	0.9%
Washing Machine	\$22.75	\$22.96	0.9%
Dryer	\$18.83	\$19.00	0.9%
Water Heater	\$23.13	\$23.34	0.9%
Refrigerator, Freezer	\$37.62	\$37.97	0.9%
Sofa	\$18.83	\$19.00	0.9%
Chair	\$15.04	\$15.18	0.9%
Mattress or Box Springs	\$17.03	\$17.19	0.9%
Tires			
auto light pickup	\$8.96	\$9.04	0.9%
with rim	\$13.87	\$14.00	0.9%
bus/heavy truck	\$28.09	\$28.35	0.9%
with rim	\$46.36	\$46.79	0.9%
Other Bulky Items	\$19.82	\$20.00	0.9%
Hourly Equipment Rental			
Sideload/Front Load truck	\$126.05	\$127.21	0.9%
Rolloff truck	\$129.81	\$131.01	0.9%
Extra labor	\$57.48	\$58.01	0.9%
Overtime rate	Extra labor rate X 1.5		

10/8/2025 13:08

Available Service Levels	Monthly Charge		
	Jan-25	Jan-26	Change
Commercial Container Service (Non Compacted - VMC 6.12.210)			
One Yard Container (includes disposal w/in weight limits)			
once per week collection	\$173.22	\$177.88	2.7%
twice per week collection	\$346.44	\$355.76	2.7%
three collections/week	\$519.66	\$533.64	2.7%
four collections/week	\$692.88	\$711.52	2.7%
five collections/week	\$866.10	\$889.40	2.7%
six collections/week	\$1,039.32	\$1,067.28	2.7%
seven collections/week	\$1,212.54	\$1,245.16	2.7%
1.5 Yard Container (includes disposal w/in weight limits)			
once per week collection	\$216.53	\$222.35	2.7%
twice per week collection	\$433.05	\$444.70	2.7%
three collections/week	\$649.58	\$667.05	2.7%
four collections/week	\$866.10	\$889.40	2.7%
five collections/week	\$1,082.63	\$1,111.75	2.7%
six collections/week	\$1,299.15	\$1,334.10	2.7%
seven collections/week	\$1,515.68	\$1,556.45	2.7%
Two Yard Container (includes disposal w/in weight limits)			
once per week collection	\$259.83	\$266.82	2.7%
twice per week collection	\$519.66	\$533.64	2.7%
three collections/week	\$779.49	\$800.46	2.7%
four collections/week	\$1,039.32	\$1,067.28	2.7%
five collections/week	\$1,299.15	\$1,334.10	2.7%
six collections/week	\$1,558.98	\$1,600.92	2.7%
seven collections/week	\$1,818.81	\$1,867.74	2.7%
Three Yard Container (includes disposal w/in weight limits)			
once per week collection	\$346.44	\$355.76	2.7%
twice per week collection	\$692.88	\$711.52	2.7%
three collections/week	\$1,039.32	\$1,067.28	2.7%
four collections/week	\$1,385.76	\$1,423.04	2.7%
five collections/week	\$1,732.20	\$1,778.80	2.7%
six collections/week	\$2,078.64	\$2,134.56	2.7%
seven collections/week	\$2,425.08	\$2,490.32	2.7%
Four Yard Container (includes disposal w/in weight limits)			
once per week collection	\$433.05	\$444.70	2.7%
twice per week collection	\$866.10	\$889.40	2.7%
three collections/week	\$1,299.15	\$1,334.10	2.7%
four collections/week	\$1,732.20	\$1,778.80	2.7%
five collections/week	\$2,165.25	\$2,223.50	2.7%
six collections/week	\$2,598.30	\$2,668.20	2.7%
seven collections/week	\$3,031.35	\$3,112.90	2.7%
Five Yard Container (includes disposal w/in weight limits)			
once per week collection	\$519.66	\$533.64	2.7%
twice per week collection	\$1,039.32	\$1,067.28	2.7%
three collections/week	\$1,558.98	\$1,600.92	2.7%
four collections/week	\$2,078.64	\$2,134.56	2.7%
five collections/week	\$2,598.30	\$2,668.20	2.7%
six collections/week	\$3,117.96	\$3,201.84	2.7%
seven collections/week	\$3,637.62	\$3,735.48	2.7%
Six Yard Container (includes disposal w/in weight limits)			
once per week collection	\$606.27	\$622.58	2.7%
twice per week collection	\$1,212.54	\$1,245.16	2.7%
three collections/week	\$1,818.81	\$1,867.74	2.7%
four collections/week	\$2,425.08	\$2,490.32	2.7%
five collections/week	\$3,031.35	\$3,112.90	2.7%
six collections/week	\$3,637.62	\$3,735.48	2.7%
seven collections/week	\$4,243.89	\$4,358.06	2.7%
Eight Yard Container (includes disposal w/in weight limits)			
once per week collection	\$779.49	\$800.46	2.7%
twice per week collection	\$1,558.98	\$1,600.92	2.7%
three collections/week	\$2,338.47	\$2,401.38	2.7%
four collections/week	\$3,117.96	\$3,201.84	2.7%
five collections/week	\$3,897.45	\$4,002.30	2.7%
six collections/week	\$4,676.94	\$4,802.76	2.7%
seven collections/week	\$5,456.43	\$5,603.22	2.7%

Available Service Levels	Monthly Charge		
	Jan-25	Jan-26	Change
Commercial Compactor Container Service (VMC 6.12.210)			
One Yard Container (includes disposal)			
once per week collection	\$388.80	\$399.26	2.7%
twice per week collection	\$777.60	\$798.52	2.7%
three collections/week	\$1,166.40	\$1,197.78	2.7%
four collections/week	\$1,555.20	\$1,597.04	2.7%
five collections/week	\$1,944.00	\$1,996.30	2.7%
six collections/week	\$2,332.80	\$2,395.56	2.7%
seven collections/week	\$2,721.60	\$2,794.82	2.7%
1.5 Yard Container (includes disposal)			
once per week collection	\$486.00	\$499.08	2.7%
twice per week collection	\$972.00	\$998.15	2.7%
three collections/week	\$1,458.00	\$1,497.23	2.7%
four collections/week	\$1,944.00	\$1,996.30	2.7%
five collections/week	\$2,430.00	\$2,495.38	2.7%
six collections/week	\$2,916.00	\$2,994.45	2.7%
seven collections/week	\$3,402.00	\$3,493.53	2.7%
Two Yard Container (includes disposal)			
once per week collection	\$583.20	\$598.89	2.7%
twice per week collection	\$1,166.40	\$1,197.78	2.7%
three collections/week	\$1,749.60	\$1,796.67	2.7%
four collections/week	\$2,332.80	\$2,395.56	2.7%
five collections/week	\$2,916.00	\$2,994.45	2.7%
six collections/week	\$3,499.20	\$3,593.34	2.7%
seven collections/week	\$4,082.40	\$4,192.23	2.7%
Three Yard Container (includes disposal)			
once per week collection	\$777.60	\$798.52	2.7%
twice per week collection	\$1,555.20	\$1,597.04	2.7%
three collections/week	\$2,332.80	\$2,395.56	2.7%
four collections/week	\$3,110.40	\$3,194.08	2.7%
five collections/week	\$3,888.00	\$3,992.60	2.7%
six collections/week	\$4,665.60	\$4,791.12	2.7%
seven collections/week	\$5,443.20	\$5,589.64	2.7%
Four Yard Container (includes disposal)			
once per week collection	\$972.00	\$998.15	2.7%
twice per week collection	\$1,944.00	\$1,996.30	2.7%
three collections/week	\$2,916.00	\$2,994.45	2.7%
four collections/week	\$3,888.00	\$3,992.60	2.7%
five collections/week	\$4,860.00	\$4,990.75	2.7%
six collections/week	\$5,832.00	\$5,988.90	2.7%
seven collections/week	\$6,804.00	\$6,987.05	2.7%
Five Yard Container (includes disposal)			
once per week collection	\$1,166.40	\$1,197.78	2.7%
twice per week collection	\$2,332.80	\$2,395.56	2.7%
three collections/week	\$3,499.20	\$3,593.34	2.7%
four collections/week	\$4,665.60	\$4,791.12	2.7%
five collections/week	\$5,832.00	\$5,988.90	2.7%
six collections/week	\$6,998.40	\$7,186.68	2.7%
seven collections/week	\$8,164.80	\$8,384.46	2.7%
Six Yard Container (includes disposal)			
once per week collection	\$1,360.80	\$1,397.41	2.7%
twice per week collection	\$2,721.60	\$2,794.82	2.7%
three collections/week	\$4,082.40	\$4,192.23	2.7%
four collections/week	\$5,443.20	\$5,589.64	2.7%
five collections/week	\$6,804.00	\$6,987.05	2.7%
six collections/week	\$8,164.80	\$8,384.46	2.7%
seven collections/week	\$9,525.60	\$9,781.87	2.7%
Eight Yard Container (includes disposal)			
once per week collection	\$1,749.60	\$1,796.67	2.7%
twice per week collection	\$3,499.20	\$3,593.34	2.7%
three collections/week	\$5,248.80	\$5,390.01	2.7%
four collections/week	\$6,998.40	\$7,186.68	2.7%
five collections/week	\$8,748.00	\$8,983.35	2.7%
six collections/week	\$10,497.60	\$10,780.02	2.7%
seven collections/week	\$12,247.20	\$12,576.69	2.7%

** For Reference Only **

Tip Fees at Columbia Resource Company Transfer Stations			
	Jan-25	Jan-26	Change
Municipal Solid Waste (\$/ ton)	\$117.04	\$118.65	1.4%
Drop Box Waste (\$/ ton)	\$104.14	\$105.57	1.4%
Plus - Transaction Fee (per load)	\$10.00	\$10.00	0.0%
Organics Tip Fee (\$/ ton)	\$100.53	\$101.93	1.4%
Yard Debris - West Van (\$/ ton)	\$81.46	\$82.60	1.4%
Yard Debris - CTR (\$/ ton)	\$81.96	\$83.10	1.4%
Recyclables Processing (\$/ ton)	\$75.06	\$68.24	-9.1%

Tip Fees subject to approval by Clark County

- Disposal Fees: (pass through of tip fee, transaction fee & taxes)
- Other Materials for Diversion accepted at local transfer stations: (pass through at current tip fee or processing fee)
- Yard Debris / Wood Waste / Organics / Food Waste Fees (pass through at current disposal fee or processing rate)
- Special Waste Fees: (pass through at current disposal fee or processing rate)
- Recycling Processing Surcharge fee (pass through)

Available Service Levels	Monthly Charge		
	Jan-25	Jan-26	Change
Space Saver Rate - Regular Containers at Space Constrained Locations (VMC 6.12.210)			
One Yard Container (includes disposal w/in weight limits)			
once per week collection	\$173.22	\$177.88	2.7%
twice per week collection	\$285.81	\$293.50	2.7%
three collections/week	\$381.08	\$391.34	2.7%
four collections/week	\$476.36	\$489.17	2.7%
five collections/week	\$571.63	\$587.00	2.7%
six collections/week	\$666.90	\$684.84	2.7%
seven collections/week	\$857.44	\$880.51	2.7%
1.5 Yard Container (includes disposal w/in weight limits)			
once per week collection	\$216.53	\$222.35	2.7%
twice per week collection	\$381.08	\$391.34	2.7%
three collections/week	\$619.26	\$635.92	2.7%
four collections/week	\$666.90	\$684.84	2.7%
five collections/week	\$905.07	\$929.42	2.7%
six collections/week	\$1,047.98	\$1,076.17	2.7%
seven collections/week	\$1,286.16	\$1,320.76	2.7%
Two Yard Container (includes disposal w/in weight limits)			
once per week collection	\$259.83	\$266.82	2.7%
twice per week collection	\$476.36	\$489.17	2.7%
three collections/week	\$666.90	\$684.84	2.7%
four collections/week	\$857.44	\$880.51	2.7%
five collections/week	\$1,143.25	\$1,174.01	2.7%
six collections/week	\$1,333.79	\$1,369.68	2.7%
seven collections/week	\$1,524.34	\$1,565.34	2.7%
Three Yard Container (includes disposal w/in weight limits)			
once per week collection	\$346.44	\$355.76	2.7%
twice per week collection	\$666.90	\$684.84	2.7%
three collections/week	\$1,039.32	\$1,067.28	2.7%
four collections/week	\$1,333.79	\$1,369.68	2.7%
five collections/week	\$1,714.88	\$1,761.01	2.7%
six collections/week	\$2,000.69	\$2,054.51	2.7%
seven collections/week	\$2,286.50	\$2,348.02	2.7%
Four Yard Container (includes disposal w/in weight limits)			
once per week collection	\$433.05	\$444.70	2.7%
twice per week collection	\$857.44	\$880.51	2.7%
three collections/week	\$1,299.15	\$1,334.10	2.7%
four collections/week	\$1,714.88	\$1,761.01	2.7%
five collections/week	\$2,165.25	\$2,223.50	2.7%
six collections/week	\$2,572.32	\$2,641.52	2.7%
seven collections/week	\$3,031.35	\$3,112.90	2.7%
Five Yard Container (includes disposal w/in weight limits)			
once per week collection	\$519.66	\$533.64	2.7%
twice per week collection	\$1,039.32	\$1,067.28	2.7%
three collections/week	\$1,558.98	\$1,600.92	2.7%
four collections/week	\$2,078.64	\$2,134.56	2.7%
five collections/week	\$2,598.30	\$2,668.20	2.7%
six collections/week	\$3,117.96	\$3,201.84	2.7%
seven collections/week	\$3,637.62	\$3,735.48	2.7%
Six Yard Container (includes disposal w/in weight limits)			
once per week collection	\$606.27	\$622.58	2.7%
twice per week collection	\$1,212.54	\$1,245.16	2.7%
three collections/week	\$1,818.81	\$1,867.74	2.7%
four collections/week	\$2,425.08	\$2,490.32	2.7%
five collections/week	\$3,031.35	\$3,112.90	2.7%
six collections/week	\$3,637.62	\$3,735.48	2.7%
seven collections/week	\$4,243.89	\$4,358.06	2.7%
Eight Yard Container (includes disposal w/in weight limits)			
once per week collection	\$779.49	\$800.46	2.7%
twice per week collection	\$1,558.98	\$1,600.92	2.7%
three collections/week	\$2,338.47	\$2,401.38	2.7%
four collections/week	\$3,117.96	\$3,201.84	2.7%
five collections/week	\$3,897.45	\$4,002.30	2.7%
six collections/week	\$4,676.94	\$4,802.76	2.7%
seven collections/week	\$5,456.43	\$5,603.22	2.7%

*Note: For Space Saver Rates, the darker shaded cells indicate collection frequencies where space constrained customers will experience savings at indicated service levels.

Available Service Levels	Monthly Charge		
	Jan-25	Jan-26	Change
Drop Box and Compactor Services (VMC 6.12.211)			
Regular Service (pass through amount of tipping fee and transaction fee taxes)			
Initial Placement (per trip)	\$47.36	\$47.80	0.9%
Moving Fee (per trip)	\$47.36	\$47.80	0.9%
Steam Clean (per yard)	\$5.10	\$5.15	1.0%
Minimum (Plus P/R)	\$49.58	\$50.04	0.9%
Box placement/move onsite	\$47.36	\$47.80	0.9%
Daily Demurrage	\$4.43	\$4.47	0.9%
Monthly Demurrage (Max.)	\$133.36	\$134.59	0.9%
Special/Modified Box Rent (lid,screen,winch/day)	\$6.35	\$6.41	0.9%
monthly maximum	\$191.34	\$193.11	0.9%
Waiting Time (per minute)	\$2.25	\$2.27	0.9%
Mileage Charge (over 10/mi)	\$4.10	\$4.14	1.0%
Locking System (materials plus labor @: per hr)	\$47.36	\$47.80	0.9%
"Check Only" (per check)	\$13.73	\$13.86	0.9%
Return Trip Charge	\$37.92	\$38.27	0.9%
Drop Box Liner Fee	\$68.50	\$69.13	0.9%
Drop Box Trucking Fee (empty & return - roundtrip) (VMC 6.12.211)			
10-yard			
Drop Box	\$185.77	\$187.49	0.9%
Compactor	\$206.42	\$208.33	0.9%
20-yard			
Drop Box	\$185.77	\$187.49	0.9%
Compactor	\$206.42	\$208.33	0.9%
30-yard			
Drop Box	\$185.77	\$187.49	0.9%
Compactor	\$206.42	\$208.33	0.9%
40-yard			
Drop Box	\$185.77	\$187.49	0.9%
Compactor	\$206.42	\$208.33	0.9%
Drop Box ORGANICS Trucking Fee (roundtrip haul - VMC 6.12.211)			
Other VMC 6.12.211 service rates apply to Organics drop boxes/compactors.			
	Jan-25	Jan-26	Change
10-yard			
Drop Box	\$132.08	\$133.31	0.9%
Compactor	\$146.76	\$148.12	0.9%
20-yard			
Drop Box	\$132.08	\$133.31	0.9%
Compactor	\$146.76	\$148.12	0.9%
30-yard			
Drop Box	\$132.08	\$133.31	0.9%
Compactor	\$146.76	\$148.12	0.9%
40-yard			
Drop Box	\$132.08	\$133.31	0.9%
Compactor	\$146.76	\$148.12	0.9%
Organics Tip Fees: (pass through at current material processing rate)			
*2026 West Van Organics Tip Fee (\$/ton): \$101.93 1.4%			
*Note: Organics Tip Fee for 2025 pending approval by Clark Co.			
Organics Collection Service (Yard Debris + Food)			
Residential/Commercial ORGANICS Fees (VMC 6.12.213)			
Residential Subscription Options:			
Single Family Organics - subscription service, every other week collection			
	Jan-25	Jan-26	Change
C 96-gallon cart (EOW)	\$9.52 *	\$9.61 *	0.9%
*Basic Rate (Pg 1) charge C 64-gallon cart (EOW)	\$8.24	\$8.32 *	1.0%
32-gallon cart (EOW)	\$6.96	\$7.02	0.9%
20-gallon cart (EOW)	\$5.68	\$5.73	0.9%
Commercial / Multifamily Subscription Options:			
64-gallon cart service every other week collection	\$11.16	\$11.27 **	0.9%
weekly collection	\$22.32	\$22.53 **	0.9%

**Indicated monthly Commercial/Multi-Family Organics rates apply if carts are set at the curb for scheduled collection days - other 'Special Services' detailed in VMC 6.12.210 may be added as additional charges for each collection if the cart(s) are not placed at the curb. Depending on location specific challenges, organics collection service may not be offered at all multifamily or commercial sites.