Vancouver City Council

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

City Council Meeting Agenda
December 8, 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. December 8, 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 December 8, 2025. Instructions will be provided on-site. Register to testify online. Online registration is open until 12:00 p.m. on December 8, 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: 4:00-5:00 p.m.

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

Federal Update and Legislative Agenda
(Approximately 30 minutes)

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

State Legislative Final Legislative Agenda
(Approximately 30 minutes, to immediately follow the previous workshop)

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

Executive Session Re: Pending Litigation RCW 42.30.110 (1)(i) (45 min) (5:00 - 5:45 PM)

Council Dinner / Administrative Updates (5:45-6:30 PM)

Regular Council Meeting

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

Pledge of Allegiance

Call to Order and Roll Call

Approval of Minutes

Minutes - November 10, 2025

Minutes - November 17, 2025

Minutes - November 24, 2025

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

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

1. Contract Award — Water Station 3 Final Design - C-102098

Staff Report: 241-25

Request: On Monday, December 8, 2025, authorize the City Manager, or designee, to finalize and execute a professional services agreement between the City of Vancouver and Jacobs Engineering Group for an estimated amount not to exceed $2,904,774.00; authorize the City Manager to take any legal action necessary to enforce the terms of the same.

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

2. Contract Award - Safe Streets and Roads for All - Fourth Plain Safety and Mobility Improvement Project

Staff Report: 242-25

Request: On Monday, December 8, 2025, authorize the City Manager, or designee, to finalize and execute a professional services agreement with Consor North America, Inc. for a contract amount of $1,036,761.39. Council authorizes the City Manager to amend the

contract as needed and to amend the value up to 10% of the not-to-exceed value stated here-in.

Hassan Abdalla, Engineering Manager, Jessica Hild, Senior Civil Engineer, hassan.abdalla@cityofvancouver.us, Jessica.Hild@cityofvancouver.us

3. Interlocal Agreement — 2026 Grounds, Equipment and Maintenance (GEM)

Staff Report: 243-25

Request: On Monday, December 8, 2025, authorize the City Manager, or designee, to finalize and execute the 2026 GEM Interlocal Agreement.

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

4. Approval of 2026 Affordable Housing Fund Rental Assistance Award Recommendations

A RESOLUTION relating to low-income housing; providing for adoption of 2026 funding awards for the Affordable Housing Fund and authorizing the City Manager to execute agreements and other related documents and disburse funds in accordance with those agreements on behalf of the City of Vancouver consistent with Affordable Housing Fund 2026 Council-approved funding awards.

Staff Report: 244-25

Request: On Monday, December 8, 2025, approve a resolution adopting the proposed 2026 AHF rental assistance and housing services awards and authorizing the City Manager, or designee, to execute related agreements.

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

5. Aviation Advisory Committee Appointment

Request: On Monday, December 8, 2025, appoint Jordan Thomas and Matthew Winit to mid-term positions on the Aviation Advisory Committee, with a term beginning immediately, and expiring June 30, 2027.

Subcommittee 1

6. Fort Vancouver Regional Library District Board Appointment

Request: On Monday, December 8, 2025, reappoint Megan Dugan to a full-term position on the Fort Vancouver Regional Library District Board, with a term beginning December 31, 2025, and expiring December 31, 2032.

Subcommittee 2

7. Lodging Tax Advisory Committee Appointment

Request: On Monday, December 8, 2025, appoint the following to the Lodging Tax Advisory Commission:

- Kyle Byrd to a mid-term position, with a term beginning 12/31/2025, and expiring 12/31/2026.
- Keri Robinson to a mid-term position, with a term beginning 12/31/2025, and expiring 12/31/2026.
- Mike Bomar to a full-term position, with a term beginning 12/31/2025, and expiring 12/31/2027.

And reappoint the following to the Lodging Tax Advisory Commission:

- Temple Lentz to a full-term position, with a term beginning 12/31/2025, and expiring 12/31/2027.
- Christie Rust to a full-term position, with a term beginning 12/31/2025, and expiring 12/31/2028.
- Janet Kenefsky to a full-term position, with a term beginning 12/31/2025, and expiring 12/31/2028.

Subcommittee 1

8. Approval of Claim Vouchers

Request: Approve claim vouchers for December 8, 2025.

Public Hearings

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

9. 2023-2029 Strategic Plan Updates

A RESOLUTION adopting changes to the 2023-2029 Strategic Plan.

Staff Report: 245-25

Request: On Monday, December 8, 2025, adopt the resolution approving proposed changes and updates to the 2023-2029 Strategic Plan.

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

10. Vancouver Municipal Code Title 14 Updates

AN ORDINANCE relating to water, sewer and surface water utility miscellaneous fees and regulations, amending chapters 14.04, 14.08, 14.09, and 14.16 of the Vancouver Municipal Code (VMC); providing for savings, severability and an effective date.

Staff Report: 238-25

Request: On Monday, December 8, 2025, upon second reading and a public hearing, finalize

and approve the ordinance amending Title 14 of the Vancouver Municipal Code.

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

11. 2026 Model Business and Occupation Tax Ordinance Update

AN ORDINANCE relating to Chapter 5.03 of the Vancouver Municipal Code (VMC), Business and Occupation Tax, amending VMC 5.03.030; and providing for severability, referendum, and an effective date.

Staff Report: 239-25

Request: On Monday, December 8, 2025, upon second reading and a public hearing, finalize and approve the ordinance.

Anthony Glenn, Treasurer, anthony.glenn@cityofvancouver.us

Unfinished Business

12. Consider Ethics Investigation Advisory Report Regarding Councilmember Harless

Staff Report: 205-25

Request: On Monday, December 8, 2025, review the Advisory Report and take action. Action may include the following:

1. Dismissal of the complaint on the basis that no violation of the Code of Ethics occurred; or
2. Remand to Ms. Bannon to obtain additional information in order for the Council to decide whether a violation has occurred; or
3. Make a determination, that by a preponderance of the evidence, a violation of the Code of Ethics has occurred, in which case the Council shall adopt written findings, conclusions and appropriate sanctions.
4. Pursuant to City Council Policy 100-36, Section 9.0, Council cannot make a final determination about the Complaint for a period of 10 (ten) days to allow Councilmember Harless to request a review of the Council's decision.

Nena Cook, City Attorney, nena.cook@cityofvancouver.us

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Endorsement of the Clark County Transportation Alliance 2026 Policy Statement

Interstate Bridge Replacement - Pre-Executive Steering Group

Adjournment

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

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



CITY OF Vancouver WASHINGTON

Federal Affairs Update

David Hodges
Partner
CFM Advocates

Naseem Mehyar
Vice President
CFM Advocates

December 8, 2025



Agenda

- Recent Successes
- DC Update
- Midterms Preview
- 2026 Federal Agenda

Recent Successes (2022 to 2025)

- **Federal Funding**
  - Heights District — $21.5 million
  - 1st Street Improvement Project — $2.5 million
  - Fourth Plain Safety Improvements — $5.69 million
  - Wastewater Treatment Equipment — $1.1 million
  - Vancouver Police Cameras — $1.1 million
  - Interstate Bridge Replacement — $2.1 billion (City Supported)

- Bipartisan Infrastructure Law
  - Bridge Investment Program, Mega, RAISE/BUILD
- State and Local Tax (SALT) Deduction
- Protecting Municipal Bonds

DC Update

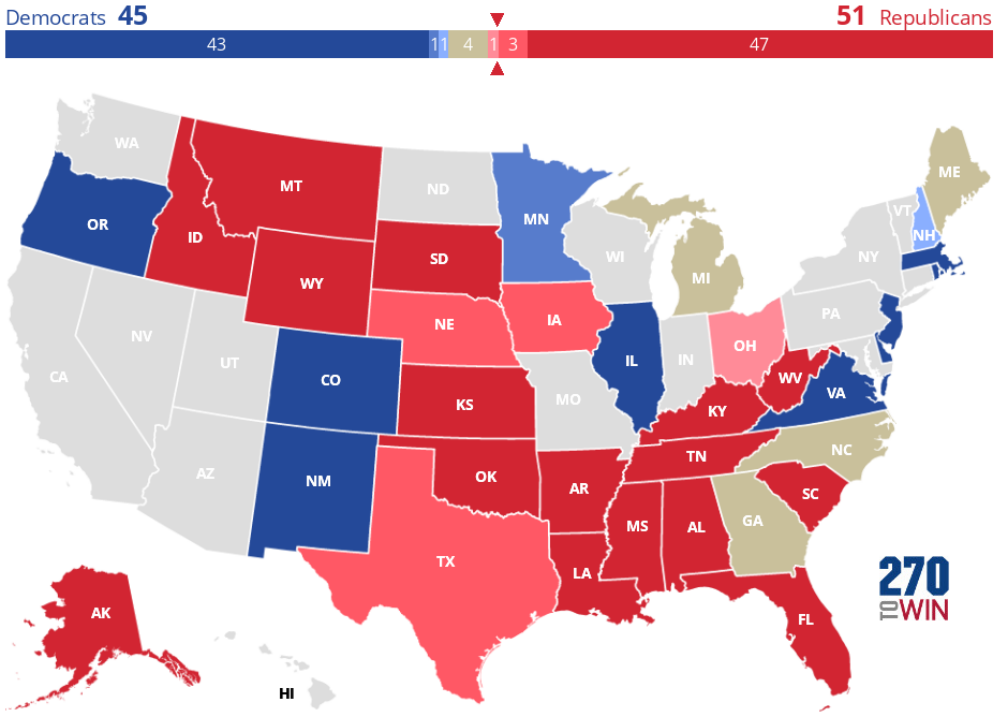
- **One Big Beautiful Bill Act**
  - Opportunity Zones
  - New Market Tax Credits
  - Social Services Changes
- **Government Shutdown**
- **FY26 Appropriations**
  - Heights District ($2M)
  - Wastewater Treatment Upgrades ($1M)
  - VFD Communications Upgrades ($1M)
- **2026 Look Ahead**
  - FY27 Appropriations
  - Surface Transportation Reauthorization
  - Round 2 Reconciliation?

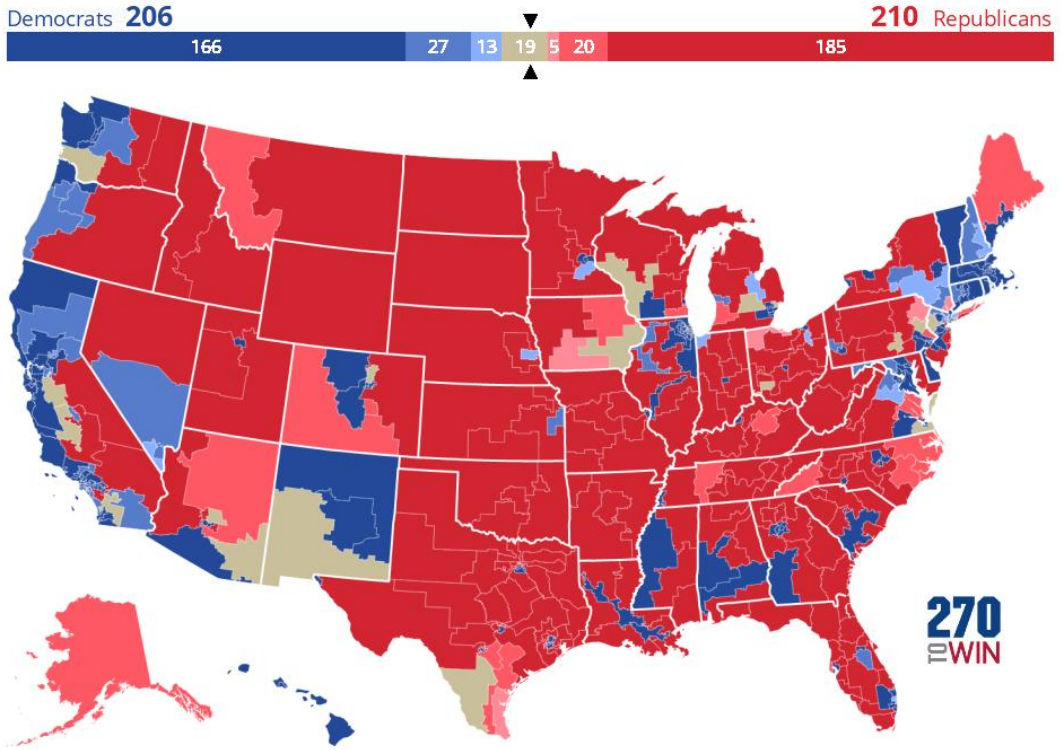






Midterm Preview





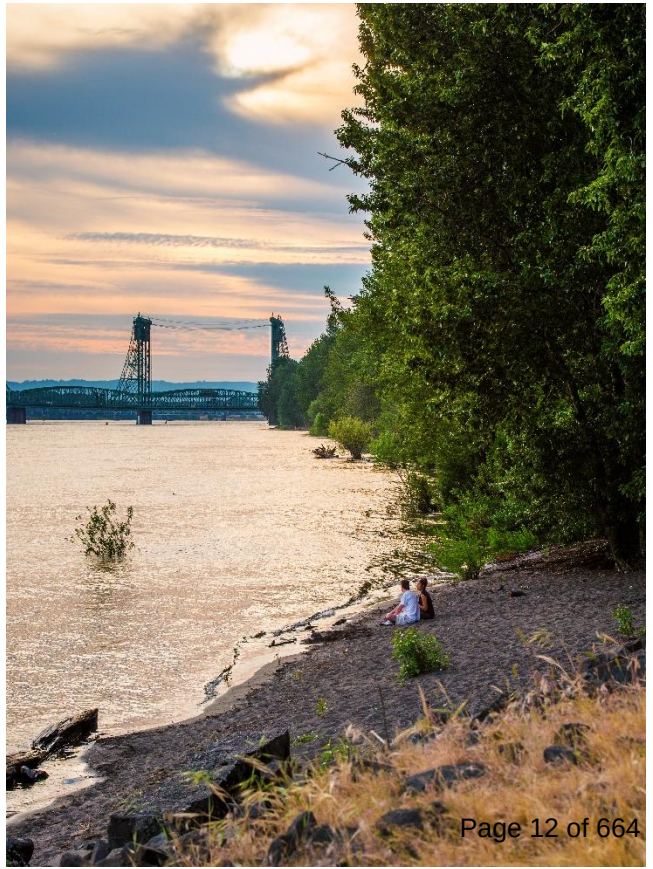
2026 Federal Agenda (Policy)

- Interstate Bridge Replacement
- Surface Transportation Reauthorization
- Housing and Homeless Assistance
- Sustainability, Resilience and Climate Action
- PFAS Funding Flexibility
- SPEED Act
- Chinook Restoration Act
- SALT and Advanced Refunding









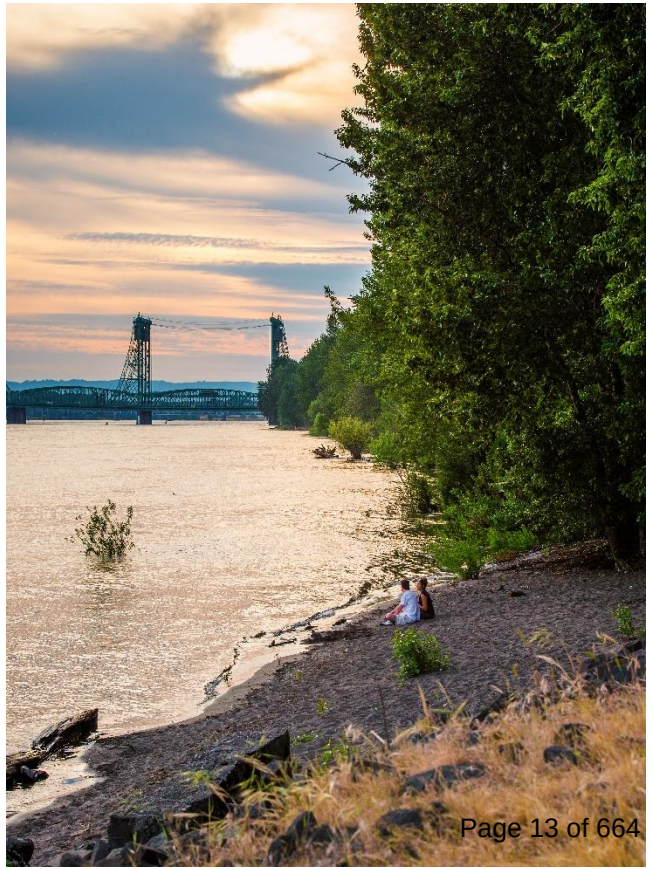
2026 Federal Agenda (Funding)

- Assistance for Firefighters Grant (AFG)
- HUD PRO Housing Grant
- Congressional Funding Request:
  - Heights District
  - Safe Park Site Improvements
  - Wastewater Treatment Upgrades
  - City EOC Upgrade

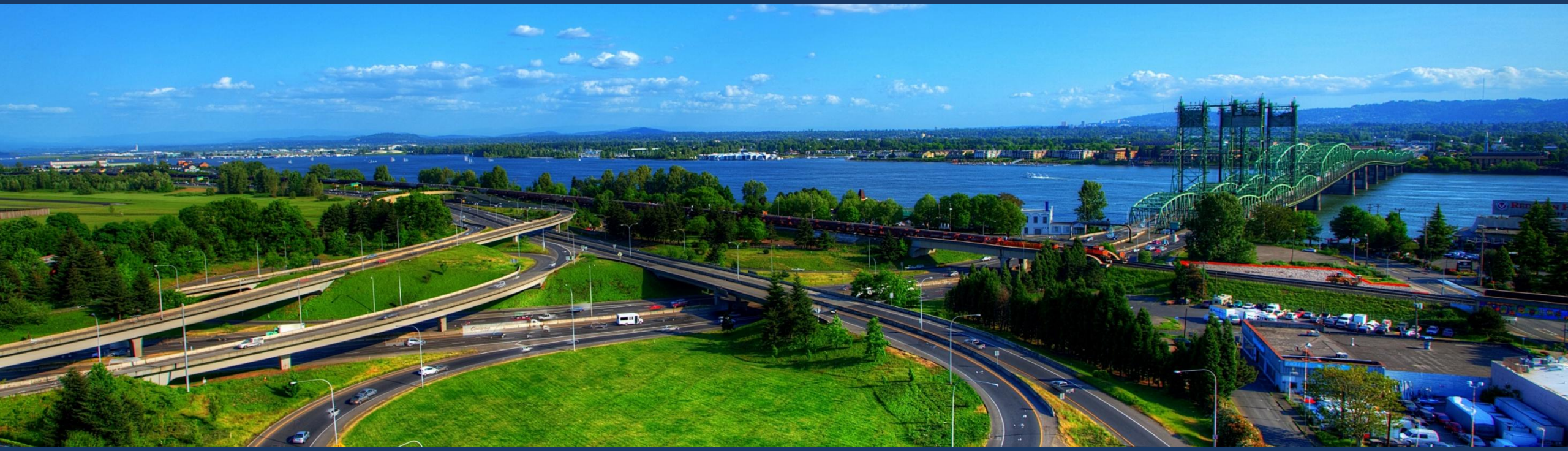




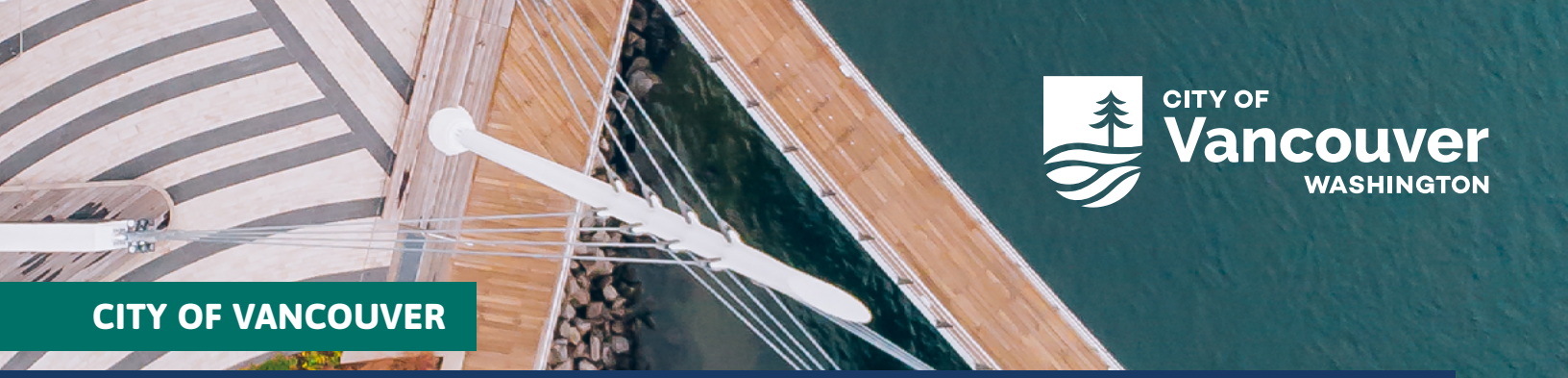




Questions?



davidh@cfmpnw.com
naseemm@cfmdc.com



CITY OF VANCOUVER

2026 Federal Legislative Priorities

Livability

Interstate Bridge Replacement (IBR) program

POLICY ITEM

The IBR program continues to make significant progress towards completing its environmental review and putting in place a diverse range of funding sources to finance this critical local, state and national project. The program released its draft environmental documentation in the fall of 2024 and continues to work toward publishing the final environmental documentation by spring of 2026. With significant financial commitments from the states of Washington and Oregon, and the federal government, the program has the necessary funding elements in place to begin construction once a Record of Decision (ROD) is reached in 2026.

Thanks to the strong support of the Washington delegation, the program received historic levels of federal investments from the National Infrastructure Project Assistance Program (MEGA), the Bridge Investment Program (BIP), and the Reconnecting Communities Pilot Program. These awards reflect the national significance of the IBR and the strength of the federal-states-local partnership driving it forward. The City stands ready to support continued efforts to ensure these investments are fully realized.

The City appreciates the steadfast support for IBR from our Congressional delegation. As the program looks towards its future milestones, we ask the delegation to continue to advocate for robust funding of the Federal Transit Administration's (FTA) Capital Investment Grant (CIG) program so that the Program's Modified Locally Preferred Alternative (MLPA) transit elements can be achieved. We would also appreciate continued support for the identified schedule for the IBR program to receive all needed federal approvals to move to construction by spring of 2026.





Surface transportation reauthorization

POLICY ITEM

As the next surface transportation reauthorization evolves, the City urges preserving the historic levels of investment established under the Infrastructure Investment and Jobs Act (IIJA) while maintaining a balanced approach between formula and discretionary programs. Formula funding provides consistent resources for Operations and Maintenance of our streets, roads, bridges and transit systems, while competitive grants are crucial for making targeted investments into transformative projects that enhance safety, mobility and economic vitality.

Vancouver's progress in recent years reflects the impact of these federal investments. The CIG program has supported buildout of the region's bus rapid transit system, expanding access, improving mobility and driving economic growth across the City. The Safe Streets for All (SS4A) program is delivering safety and mobility improvements for all users along the Fourth Plain Corridor, addressing longstanding safety challenges on one of the City's major east-west corridors. A BUILD grant is catalyzing the Heights District redevelopment to transform a defunct commercial area into a unique, vibrant and mixed-use neighborhood.

Continuation of IIJA-level funding in the next reauthorization for these and other flagship USDOT competitive grants such as MEGA, INFRA, BIP, CRISI, and the Rail Crossing Elimination (RCE) enable communities like Vancouver to leverage targeted federal resources with local investments to deliver transformative projects.



Affordable housing and homeless assistance

POLICY ITEM

The City supports robust federal investments in HUD's Community Development Block Grant (CDBG) and HOME Investment Partnerships program, which the City uses to create affordable housing, grow the economy, and provide a community safety net. The City also supports increased funding for HUD's Pathways to Removing Obstacles to Housing grants, Homeless Assistance Grants, Housing Choice Vouchers, and Public Housing programs. In addition, the City supports expanding and strengthening the Low-Income Housing Tax Credit and improving alignment of federal housing resources to reduce costs and duplication. These federal investments are critical to ensuring the resources are available to effectively address the housing and homelessness crisis in America.

Sustainability and resiliency

Sustainability, resilience and climate action

POLICY ITEM

As Vancouver works towards our goal of carbon neutrality by 2040, we appreciate the increased federal investment in efficiency and renewable energy creation, electric vehicle infrastructure and public transportation through the IRA And IIJA. We are excited to pursue these new funding opportunities as they roll out to help achieve the City's climate goals. The City supports further federal investments in training programs to ensure a skilled workforce to build, install, operate and maintain green infrastructure, equipment, vehicles and industrial machinery; as well as safely handle and maintain battery systems and alternative fuels such as hydrogen, electricity, compressed natural gas and biofuels.



PFAS funding flexibility

POLICY ITEM

As PFAS lawmaking and regulations evolve, ensure that cities are explicitly recognized as "passive receivers" of PFAS and are therefore provided a narrow exemption from liability under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) such as the one provided by H.R. 1267, the Water Systems PFAS Liability Protection Act. A narrow exemption protects cities from financial liability for cleanups while holding PFAS producers accountable.

In addition, to improve drinking water quality throughout the country, the Bipartisan Infrastructure Law (BIL) currently supports two important needs through EPA's Drinking Water State Revolving Fund (DWSRF) program, lead service line replacements and treatment of emerging contaminants (PFAS). Unfortunately, the funding is in two separate buckets with most of it dedicated to lead service line replacements. While this is a critical need in some parts of the country, our state has few lead service lines but a significant need for funding to address PFAS. The City estimates it will need to make an approximately $300 million investment over the next six years to address PFAS contamination in its water wells — with many other communities facing these types of needs. The City urges Congress to provide flexibility to states for the DWSRF lead service line replacement and emergent contaminant programs so that they can decide how best to distribute the available funding.





Innovation

SPEED Act

POLICY ITEM

The City supports legislation that seeks to address the lengthy review process that currently occurs under the National Environmental Protection Act, resulting in project delays and cost increases. The City would welcome revisions to the process that designate responsibilities from the federal to state agencies as a way of streamlining reviews and keeping projects moving forward.

Equity and inclusion

Chinook Restoration Act

POLICY ITEM

The City of Vancouver supports federal recognition of the Chinook Indian Nation and urges the Congressional delegation to introduce and support the Chinook Restoration Act, which would honor the federal government's commitment to the Chinook.

Community trust and relationships

Taxes: Restore SALT Deduction and Advanced Refunding

POLICY ITEM

SALT Deduction: While the City appreciates recent legislation that raised the SALT deduction to a $40,000 cap until 2030, the City believes to best support lower- and middle-income families the sunset clause should be removed.

Advanced Refunding: The City supports refinancing of municipal bonds which was eliminated in the 2017 tax bill. Refinancing bonds lowers the debt service for local governments and is a financing tool that reduces the burden on local residents.

CITY OF
Vancouver
WASHINGTON

For more information

David Hodges
Lobbyist, CFM Advocates
davidh@cfmpnw.com | 360-521-1476

Aaron Lande
Assistant City Manager, City of Vancouver
aaron.lande@cityofvancouver.us | 360-487-8612

CITY OF Vancouver WASHINGTON

2026 Draft State Legislative Agenda

Aaron Lande
Assistant City Manager
City Manager's Office
December 8th, 2026

Brian Enslow
Principal
Arbutus Consulting



Today's Agenda

- Review of Oct 6th and Oct 20th workshops
- Review of Staff Recommended Action Items
- Discussion on State Legislative Agenda content



Updated Context

- November state elections: No changes in majorities. 59-39 in the House, 30-19 in the Senate
- Operating Revenue still a major concern
- Capital Budget still “on the table”
- New revenue now appears to be a possibility; focused on a high wage earners income tax

Transportation and Mobility

General Principles

- Sustain state transportation funding
- Support expansion of local authority
- Preserve investment in the Transportation Investment Board and Freight Mobility Strategic Investment Board

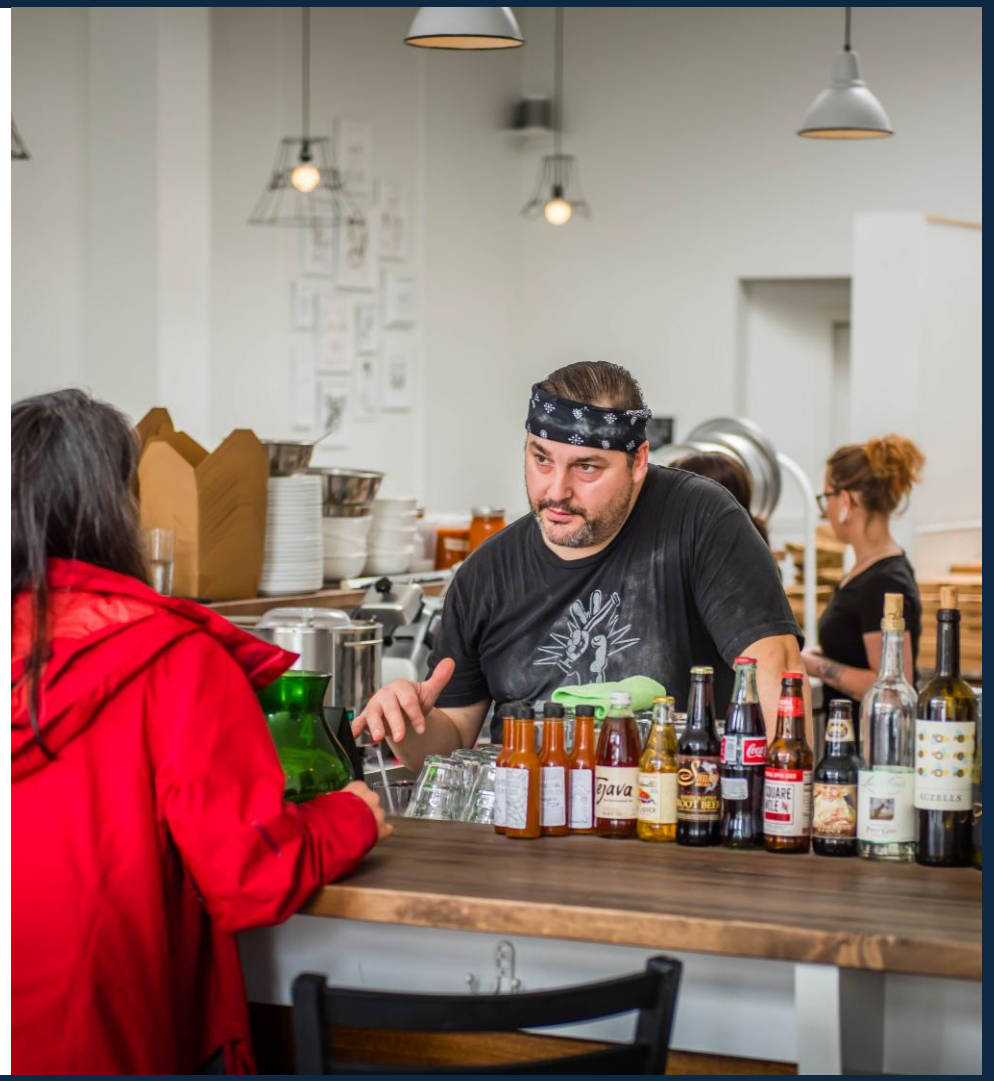
State Funding Request

- Support funding for bi-state transit as part of the IBR program. A requirement for federal transit funds is a commitment to the funding of long-term transit O&M. Program partners have begun identifying local funding options, but state funding options and any necessary RCW amendments are critical as well



Economic Opportunity

Support a consistent regulatory environment, the expansion of workforce training, and increased support for childcare and education to produce the workforce of tomorrow



Housing and Human Needs

General Principles

- Reduce or remove barriers to increased and varied housing types
- Increase housing affordability and homeownership
- Support SW WA low-income housing projects with state resources and tax credits
- Apply existing housing expectations to all UGAs



Housing and Human Needs

Policy Items (2025 carry over)

- Broaden policy expectations for UGAs – not just applying existing housing expectations but also expectations that UGAs require “urban standards” (land use, infrastructure, building codes, stormwater)
- More financial tools to facilitate annexation



Vibrant and Distinct Neighborhoods

General Principles

- Allow for the continued development and preservation of the unique variety of places
- Maintain access to existing spaces and has the policy levers to activate new spaces to create places for the community to enjoy nature, art, culture, food, and shopping

State Funding Request

- The City of Vancouver is seeking **$1 million** in the Capital Budget to build an accessible, inclusive playground at Bagley Community Park, located in the heart of the Fourth Plain International District.

Culture and Heritage

General Principles

- Expand opportunities for the community to learn about different cultures and experiences, through public events, museums, cultural centers, concerts and exhibits



Safe and Prepared Community

General Principles

- Advocate for continued state resources to support the goal of a community safe from violence and crime
- Plan for disaster and crisis
- Seek state partnership as we plan and prepare and prove ready to adapt to change



Safe and Prepared Community

Policy Item

- Call for further investments in trauma informed support of youth and families, especially for vulnerable populations

State Funding Request (2025 carry over)

- Vancouver and regional partners request **$3.5 million** in the Capital Budget to advance a permanent Regional Public Safety Training Center serving local and county law enforcement, state patrol, and other public agencies across SW WA



Climate and Natural Systems

Support legislative policies and increased state funding to move toward lower carbon solutions and mitigate impacts of climate change. Also support for product stewardship that recognizes value of land beyond economic benefits



High Performing Government

General Principles

- Empower local government to address local issues with local solutions
- Providing localities with appropriate and effective revenue and regulatory tools to ensure the City has the resources needed to accomplish the work required of local government
- Fund work assigned by past and future state legislatures



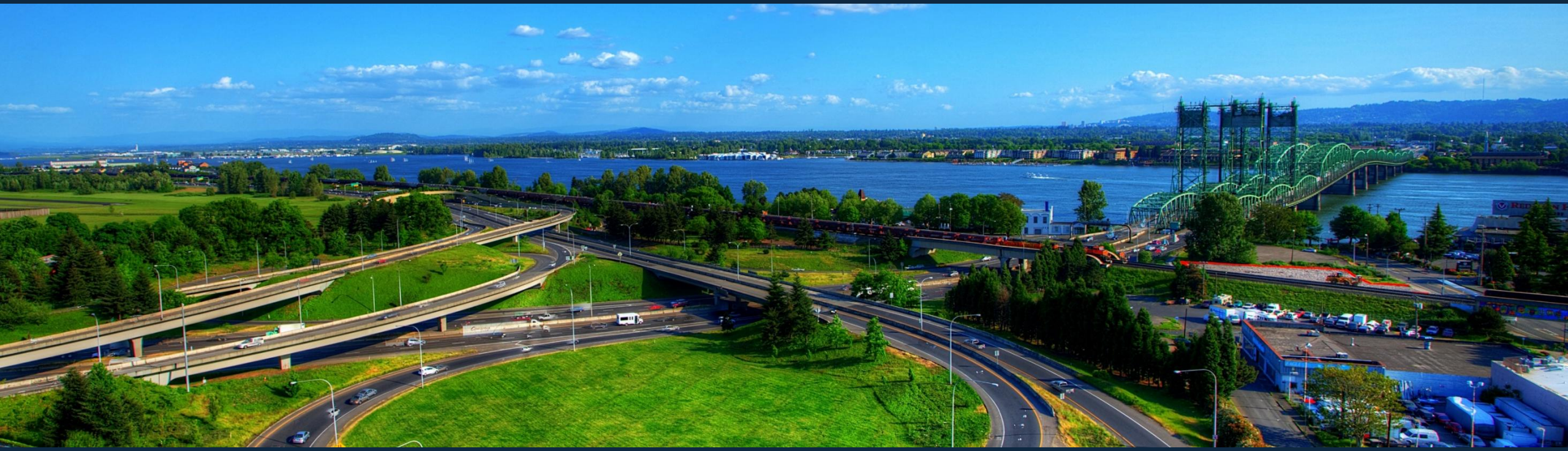
High Performing Government

Policy Items (2025 carry over)

- Support aligning Vancouver's Lodging Tax authority with other large cities. Additional revenue could be a potential funding source for Performing Arts Center



Thank You





CITY OF VANCOUVER

2026 State Legislative Priorities

Transportation and mobility

Vancouver's growing population and increasing density, partially the result of past amendments to the Growth Management Act (GMA), requires increased investments in multiple transportation modes, including transit. We support sustainable state transportation funding in the form of direct distributions and grant opportunities to fund new projects and the maintenance and preservation of local roads, the expansion of local authority to raise the necessary revenue pay for transit and transportation investments, and continued investment in the Transportation Investment Board and Freight Mobility Strategic Investment Board.

Support bi-state transit development

STATE FUNDING ITEM

The Interstate Bridge Replacement (IBR) program Modified Locally Preferred Alternative includes bi-state transit. A request for funding for that transit through the Federal Transit Administration's Capital Investment Grant (CIG) program is underway. A requirement of the CIG process is proof of commitment to the funding of long-term transit operations and maintenance. Program partners have begun identifying local funding options and advocate that state funding options as needed — along with any necessary amendments to RCWs — be considered.



Economic opportunity

Maintain an environment that encourages a wide variety of businesses of all sizes, from young startups to established enterprises, to grow and thrive. The City supports a consistent regulatory environment, the expansion of workforce training, and increased support for childcare and education to produce the workforce of tomorrow.





Housing and human needs

Recognizing that the housing affordability crisis and the homelessness crisis are intertwined, the City urges a focus on both that ensures they are not in competition with each other, either with policy or funding. The City supports policies that reduce or remove barriers to increased and varied housing types, address predatory rent increases and cost prohibitive fees and fines, increase housing affordability and homeownership, and apply existing housing expectations to all UGAs. Housing is a statewide issue that requires statewide solutions. New rules intended to address the housing crisis should thus be applied statewide.

The City also asks for awareness that cities are assuming increased responsibility for providing direct homelessness response and the need for additional direct state support, new local revenue sources to fund homelessness response, and the creation of additional policy tools for the express purpose of providing direct homelessness response efforts.

Facilitation of future annexations

POLICY ITEM

The City believes that annexation laws should encourage the incorporation of urban areas designated under the GMA. To that end, the City supports revisions to state and local revenue authority to ensure there is parity between all local taxing authorities. The City also supports legislation to ensure better coordination of development standards between unincorporated UGAs and cities to facilitate future annexations by requiring counties to apply city development standards in unincorporated UGAs, including land use, infrastructure, building codes and stormwater.

Vibrant and distinct neighborhoods

The City supports additional policy tools and resources that allow for the continued development and preservation of the unique variety of places and spaces that make up Vancouver. As the community continues its evolution from suburban community to urban center, it is critical that Vancouver both maintains access to existing spaces and has policy levers to create and activate new spaces where the community can enjoy nature, art, culture, food, services and shopping.

Accessible playground at Bagley Community Park

STATE FUNDING REQUEST

The City of Vancouver is seeking **$1 million in the Capital Budget** to build an accessible, inclusive playground at Bagley Community Park, located in the heart of the city's diverse and high-density Fourth Plain International District.

The playground is a central feature of the park's transformation into a vibrant community hub that connects residents to nature, recreation, and one another. Accessible playgrounds are intentionally designed to welcome every child, caregiver, and family — featuring sensory-rich equipment, wheelchair-accessible elements, and amenities that foster comfort, safety, connection, and joy.

Local and federal funding will deliver core park infrastructure and improvements, including wetland restoration, picnic areas, nature trails, and a central plaza. However, the playground remains underfunded by $1 million.

State support now will accelerate construction and ensure the park reopens in 2028 as a fully accessible, nature-connected destination. This project — years in the making and shaped by community voices — advances the City's Fourth Plain for All strategy to strengthen health, connection, and opportunity in Vancouver's International District, while demonstrating the State's commitment to equitable access and healthy, inclusive communities.



Culture and heritage

Vancouver supports policies and resources to expand opportunities for the community to learn about different cultures and experiences, through public events, museums, cultural centers, concerts and exhibits.

Safe and prepared community

Recognizing that our community desires to feel that our city is a safe place to live, work, learn, and play, the City advocates for continued state resources to support the goal of a community safe from violence and crime. We also acknowledge that we must plan for disaster and crisis and ask that the state serve as a policy and financial partner as we plan and prepare and prove ready to adapt to change.

Trauma-informed support

POLICY ITEM

The City calls for further investment in trauma-informed support for youth and families affected by federal immigration enforcement actions.

Southwest Washington Regional Public Safety Training Center

STATE FUNDING REQUEST

The City of Vancouver and regional partners request **$3.5 million in the Capital Budget** to advance a permanent Regional Public Safety Training Center serving local and county law enforcement, state patrol, and other public agencies across Southwest Washington.

The facility will provide modern and locally based training to strengthen regional public safety, reduce travel burdens, and support workforce development in critical fields.

Since opening a temporary training facility in Vancouver in 2024, the region has seen clear benefits from local access to law enforcement training. However, the temporary site — a 50-year-old privately-owned former elementary school — is not viable long-term and requires costly upgrades.

A potential location for the Training Center has been identified adjacent to Clark College's Boschma Farms Campus in Ridgefield, an ideal 20-acre site that connects public safety education with the community college system and neighboring communities, including the Cowlitz Nation. Planned features include a firearms training range, emergency vehicle driving track, and modern indoor training spaces for simulation, defense tactics, and technology-based instruction.

A permanent Regional Public Safety Training Center will enhance public safety, create family-wage jobs, and strengthen local economies, ensuring Southwest Washington has the skilled professionals and facilities needed to protect and serve its growing communities.

Climate and natural systems

The City is a strong supporter of further legislative policies and increased state funding to move both the public and private sectors towards lower carbon solutions and mitigate the impacts of climate change that our community is already experiencing, including extreme weather and increased forest fires. The City also supports a statewide systemic approach to product stewardship that recognizes the intrinsic value of the land beyond the economic benefits it provides.

High performing government

Vancouver joins our municipal colleagues in supporting legislation that empowers local government to address local issues with local solutions. Doing so requires providing localities with appropriate and effective revenue and regulatory tools to ensure local governments have the resources they need to accomplish the work they are responsible for, including work assigned by past state legislatures.

Lodging tax authority increase

POLICY ITEM

The City supports aligning Vancouver's lodging tax authority with other large cities in the state.



CITY OF Vancouver WASHINGTON

For more information

Brian Enslow
Lobbyist, Arbutus Consulting
brian@arbutusllc.com | 360-489-8121

Aaron Lande
Assistant City Manager, City of Vancouver
aaron.lande@cityofvancouver.us | 360-487-8612

CITY OF Vancouver WASHINGTON

City Council Meeting Minutes

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

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

November 10, 2025

Workshops: 4:15 - 5:45 p.m.

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

The City Council Meeting was held on 11/10/2025 at 4:15 PM in the Vancouver City Hall, Council Chambers 415 West 6th Street, Vancouver, WA 98660.

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

View the CVTV video recording, including presentations and discussion, for workshops at: https://www.cvtv.org/video/city-council-workshops-11-10-25-2025111004/

Comprehensive Plan Update
(Approximately 45 minutes)

Rebecca Kennedy, Deputy Community Development Director, rebecca.kennedy@cityofvancouver.us

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

Councilmember Paulsen was absent from the workshop.
Councilmember Hansen was late to the workshop.

Title 14 Code Changes
(Approximately 45 minutes, to immediately follow the previous workshop)

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

Staff led Council through a discussion of the Title 14 Code Changes.

Councilmember Paulsen was absent from the workshop.

Council Dinner / Closed Session Re: Collective Bargaining RCW 42.30.140(4) (45 minutes) 5:45 - 6:30 p.m.

Mayor McEnerny-Ogle announced the Council would be entering into a closed session from 5:45-6:30 p.m. to discuss Collective Bargaining.

Regular Council Meeting

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

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

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit: https://www.cvtv.org/video/vancouver-city-council-11-10-25-2025111005/

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

Pledge of Allegiance

Call to Order and Roll Call

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

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

Absent: *Councilmember Paulsen*

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

Approval of Minutes

Minutes - October 13, 2025

Motion by Councilmember Hansen, seconded by Councilmember Fox, and Yes: 6, No: 0, Abstaining: 0, to approve the October 13, 2025, Meeting Minutes. Absent from vote: Councilmember Paulsen.

Proclamations

37th Annual Lough Legacy Veterans Parade

Mayor McEnerny-Ogle read and presented a proclamation to Larry Smith, Chairperson of the Community Military Appreciation Committee (CMAC), and Temple Lentz, President/CEO of the Historic Trust, proclaiming November 11, 2025, as 37th Annual Lough Legacy Veterans Parade.

Community Communication

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

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

- *Marlaina Sullivan, Vancouver*
- *Tabor Kelly, Vancouver*
- *Jonathan Wheeler, Vancouver*
- *Jason Cromer, Vancouver*
- *Miriam Hammer, Vancouver*
- *Valerie Verhei, Vancouver*
- *Eric Prileson, Vancouver*
- *Israel Lopez, Vancouver*
- *Gabriela Ewing, Vancouver*
- *Brittini Lasseigne, Vancouver*
- *Josh Harmon, Vancouver*
- *Bryan Watson, Vancouver*
- *Tom Christensen, Vancouver*
- *Parker Graham, Vancouver*
- *Siobhana McEwan, Vancouver*
- *Bruce Barnes, Vancouver*

- *Brad Erhart, Vancouver*

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

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

Council pulled items 2, 3, and 4 for discussion.

Motion by Councilmember Hansen, seconded by Councilmember Stober, and Yes: 6, No: 0, Abstaining: 0, to approve Items 1, and 5-8 on the Consent Agenda. Absent from vote: Councilmember Paulsen.

Motion by Councilmember Stober, seconded by Mayor McEnerny-Ogle, and Yes: 6, No: 0, Abstaining: 0, to approve Item 2 on the Consent Agenda. Absent from vote: Councilmember Paulsen.

Council discussed Item 3 with staff and chose to remand the item back to staff to bring back at a later date and asked staff to provide more information upon the return.

Motion by Councilmember Stober, seconded by Councilmember Harless, and Yes: 4, No: 2, Abstaining: 0, to approve Item 4 on the Consent Agenda. Absent from vote: Councilmember Paulsen. Councilmembers Hansen and Perez voted No.

1. Bid Rejection – Council Chambers Renovation – ITB 25-40
Staff Report: 223-25

Request: On Monday, November 10, 2025, reject all bids for ITB 25-40 to allow staff to begin a new solicitation for the project.
Brian Taylor, Operations Superintendent, Wyatt Jones, Capital Projects Project Manager, Julia Denton, Senior Procurement Specialist, brian.taylor@cityofvancouver.us, Wyatt.Jones@cityofvancouver.us, julie.denton@cityofvancouver.us

Motion approved the request.

2. Resolution Adopting the Official City Flag

A RESOLUTION describing and adopting a new official flag of the City of Vancouver.

Staff Report: 224-25

Request: On Monday, November 10, 2025, approve the adoption of the new official City flag.

Laura Shepard, Communications Director, laura.shepard@cityofvancouver.us

Motion adopted Resolution M-4357 to approve the request.

3. Multi-Family Tax Exemption Certificate Extension — Green Leaf Uptown Apartments

A RESOLUTION of the City Council of the City of Vancouver approving a contract with Green Leaf Uptown LLC, a Delaware limited liability company (Applicant) to extend, for 12 years, an expiring 8-year market-rate multifamily tax exemption final certificate for the 167-unit Green Leaf Apartments project located at 1700 Main Street, Vancouver WA 98660 (Property) (Exhibit A).

Staff Report: 225-25

Request: On Monday, November 10, 2025, adopt the resolution authorizing the City Manager or designee to execute a multi-family housing limited property tax exemption extension and take any and all action necessary to enforce the terms thereof.

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

Item was remanded back to staff.

4. Ordinance Amending Vancouver Municipal Code Title 19 — Parking Provisions

AN ORDINANCE relating to the Parking Code for the City of Vancouver under Vancouver Municipal Code (VMC) Title 19; amending VMC sections 19.02.040 (B) relating to Limited Parking; 19.10.040 relating to Parking for persons with disabilities; 19.04.030 relating to Parking meter installation and time limits; 19.11.060 relating to Zone3—Parking meter fees; providing for severability; and setting an effective date.

Staff Report: 226-25

Request: On Monday, November 10, 2025, advance the ordinance, setting the date for the second reading and public hearing for November 17, 2025.

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

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

Motion approved the request.

5. 2026 Affordable Housing Property Tax Levy

AN ORDINANCE relating to the annual property tax levy; authorizing an increase of 0.0% in the City's Affordable Housing Fund levy from the amount levied the previous year; and providing for an effective date.

Staff Report: 227-25

Request: On November 10, 2025, advance the ordinance on first reading, setting the date of second reading and public hearing for November 17, 2025.

Anthony Glenn, Treasurer, anthony.glenn@cityofvancouver.us

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

Motion approved the request.

6. 2026 Preservation of Levy Capacity

AN ORDINANCE authorizing an increase in tax levy pursuant to RCW 84.55.120 and an increase in limit factor for maximum levy capacity pursuant to RCW 84.55.092.

Staff Report: 228-25

Request: On November 10, 2025, advance the ordinance on first reading, setting the date of second reading and public hearing for November 17, 2025.

Anthony Glenn, Treasurer, anthony.glenn@cityofvancouver.us

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

Motion approved the request.

7. 2026 Ad Valorem Taxes

AN ORDINANCE fixing and levying the amount of ad valorem taxes necessary to balance estimated revenue with estimated expenditures for the 2025/2026 Budget for the City of Vancouver; providing for alternative levies depending on whether Proposition No. 5 is approved or rejected by the registered voters of the City of Vancouver; and providing for an effective date.

Staff Report: 230-25

Request: On November 10, 2025, advance the ordinance on first reading, setting the date of second reading and public hearing for November 17, 2025.

Anthony Glenn, Treasurer, anthony.glenn@cityofvancouver.us

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

Motion approved the request.

8. Approval of Claim Vouchers

Request: Approve claim vouchers for November 10, 2025.

Motion approved claim vouchers in the amount of $7,362,073.50.

Public Hearings

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

9. 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, November 10, 2025, subject to second reading and public hearing, approve the proposed Ordinance.

William Elder, Environmental Services Manager, Will.Elder@cityofvancouver.us

William Elder, Environmental Services Manager, provided an overview of the Ordinance Authorizing 2026 Rate Adjustments for City of Vancouver Garbage, Recycling and Organics Collection Contract.

Council discussed the item briefly with staff.

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

- *Brad Erhart, Vancouver*

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

Motion by Councilmember Fox, seconded by Councilmember Harless, and Yes: 6, No: 0, Abstaining: 0, to approve Ordinance M-4519. Absent from vote: Councilmember Paulsen.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Fourth Plain for All Investment Strategy Implementation Update

Shannon Williams, Senior Planner, Paul Porter, Planner, and Gabriella Benitez Bella Sol, City Planning Intern, discussed the Fourth Plain for All Investment Strategy Implementation Update.

Adjournment

9:14 p.m.

_____

Anne McEnerny-Ogle, Mayor

Attest:

_____

Natasha Ramras, City Clerk

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

From:	Dollar, Sarah
To:	Dollar, Sarah
Subject:	FW: Written Comment: 11/10 City Council Meeting
Date:	Monday, November 10, 2025 1:14:12 PM
Attachments:	City Council 11_10 Written Comment_OWI Education Services.pdf

Testimony

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

From: Abby Hollopeter [redacted]
Sent: Monday, November 10, 2025 11:55 AM
To: City Council <Council@cityofvancouver.us>
Subject: Written Comment: 11/10 City Council Meeting

> You don't often get email from abbyh@odysseyworld.org. Learn why this is important

Hello Vancouver City Council,

Please see the attached PDF for Odyssey World International Education Services' written comments regarding the Comprehensive Plan Preferred Alternative Map for the November 11 City Council Meeting.

Thank you!

Abby Hollopeter (she/her)
Community Engagement Coordinator
Odyssey World International Education Services
[redacted]
www.odysseyworld.org

Odyssey World
International Education Services

www.odysseyworld.org
360.326.8565

Dear Vancouver City Council,

Odyssey World International Education Services, a Black women–led nonprofit in Vancouver advancing social, racial, and economic justice, strongly supports the priorities outlined in the Preferred Alternative Map developed by City Planning Staff.

This spring, we engaged over 50 community members in discussions about the Comprehensive Plan to ensure our understanding of community priorities. What we heard echoed what we see every day: Vancouver residents need better access to affordable housing, reliable transportation, good jobs, essential services, and pathways to homeownership. These cornerstones of a thriving life remain out of reach for many, especially the BIPOC and underrepresented communities we serve.

Equity means housing for all types of residents, homeowners, renters, and income-restricted renters alike, across every neighborhood, not just along major corridors. Thoughtful growth planning creates a city that truly welcomes everyone. Expanding housing and jobs, alongside access to grocery stores, childcare, and healthcare, builds a more inclusive and resilient Vancouver.

Transportation equity is also essential. Owning a car is costly and environmentally taxing, so walkable neighborhoods and accessible public transit should be everyday options for all residents, not privileges for a few.

Finally, equity includes access to quality jobs that support families, such as those in manufacturing and production that do not require advanced degrees. A land use plan that creates space for these opportunities will help Vancouver remain a place of prosperity and upward mobility.

As we grow, we must also protect existing communities. New housing and jobs can lead to displacement without safeguards in place. We urge the Council to adopt a land use map that invests in anti-displacement measures and ensures that growth lifts all of us.

Thank you for your commitment to building a more equitable and inclusive Vancouver.

Sincerely,

Odyssey World International Education Services

November 10, 2025
Odyssey World International Education Services

From: Dollar, Sarah
To: Dollar, Sarah
Subject: FW: Comment on Nov 10 City Council Meeting
Date: Monday, November 10, 2025 11:38:45 AM

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

From: James Wu <[redacted]>
Sent: Monday, November 10, 2025 11:06 AM
To: City Council <council@cityofvancouver.us>
Subject: Comment on Nov 10 City Council Meeting

> You don't often get email from jamesjwu83@gmail.com. Learn why this is important

Hello,

My name is James and I own property in Hazel Dell.

I wanted to speak in support for the comprehensive plan. Upzoning in a city in general has no downsides and only has upsides. People will be able to live in better neighborhoods that would be able to support more frequent transit as well as more shops and restaurants. Density in general just leads to better cities. Existing property owners would be able to sell their houses for more too as the city improves around them and their property values increase as a result.

--
James Wu, IT Consultant
[redacted]
linkedin.com/in/jameswu83

From: Dollar, Sarah
To: Dollar, Sarah
Subject: FW: Comp Plan
Date: Monday, November 10, 2025 11:35:08 AM

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

-----Original Message-----
From: Jan V <[redacted]>
Sent: Monday, November 10, 2025 9:18 AM
To: City Council <council@cityofvancouver.us>
Subject: Comp Plan

I hope to see you tonight, but just in case I can't— I support the work you have done for the Comp Plan!
Thank you
Jan Verrinder

Sent from my iPhone

From:	Dollar, Sarah
To:	Dollar, Sarah
Subject:	FW: Draft Preferred Alternative Map Comment from Southcliff
Date:	Monday, November 10, 2025 11:31:00 AM
Attachments:	Draft Preferred Alternative Memo Re Southcliff Map and 8-19 Memo 111025.pdf

Testimony

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

From: Elson Strahan <[redacted]
Sent: Monday, November 10, 2025 9:08 AM
To: City Council <Council@cityofvancouver.us>
Cc: Chatham Olive <[redacted]; Bob Douglass <[redacted]>
Subject: Draft Preferred Alternative Map Comment from Southcliff

Dear Vancouver City Council Members,

Attached is a memorandum addressing concerns about Medium-Scale parcel overlays along the high voltage transmission line corridor in Southcliff, which the Southcliff Neighborhood is requesting be removed.

Thank you.

Elson Strahan

To: Vancouver City Council Members

From: Elson Strahan, Southcliff Neighborhood Task Force Lead – Comp Plan 2045
Chatham Olive, Co-Chair, Southcliff Neighborhood Association
Bob Douglass, Co-Chair, Southcliff Neighborhood Association

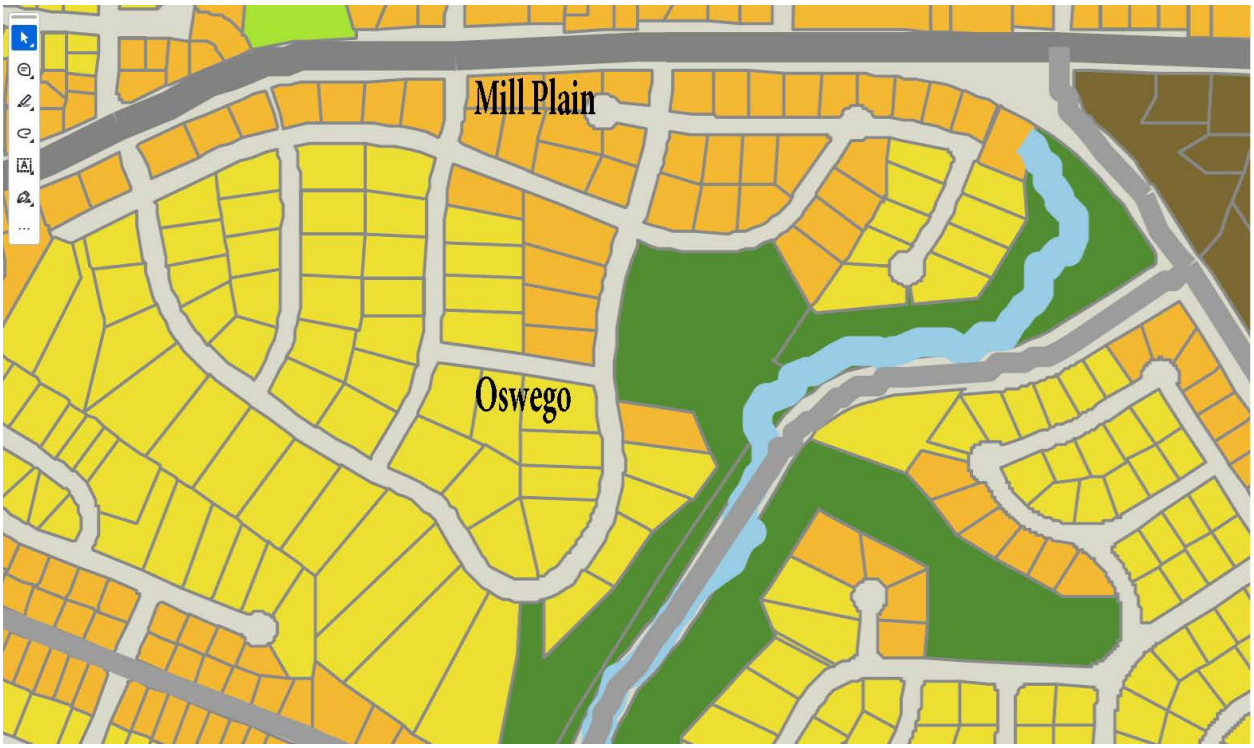
Date: November 10, 2025

Subject: Draft Preferred Alternative Southcliff Map

The Draft Preferred Alternative Map of Southcliff is a significant improvement to zoning overlays outlined in Alternatives 1 and 2, as the inclusion of Mixed-Use along the north side of the neighborhood bordering Mill Plain Blvd. has been removed. That Mixed-Use overlay has been replaced with a Medium-Scale overlay, in addition to the already designated Medium-Scale overlays contained in the Alternatives.

As outlined in the attached August 19, 2025 memorandum, a significant number of parcels from Oswego to Mill Plain are within a high voltage transmission line corridor which are energized at 115kV (115,000 volts) and are subject to a 100-foot easement. A Medium-Scale overlay would not be appropriate with permitted development of up to 5 stories (75 feet) along this corridor.

Accordingly, the Southcliff Neighborhood requests that the Medium-Scale overlay be removed from parcels within the transmission line corridor.



To: Rebecca Kennedy, Deputy Director, Community Development
Bryan Snodgrass, Principal Planner
Chad Eiken, Director, Community Development, SEPA Responsible Official
Meredith Herbst, Associate Planner, Community Development

From: Southcliff Neighborhood Association
Chatham Olive, Co-Chair
Bob Douglass, Co-Chair
Elson Strahan, SNA Task Force Lead – Comprehensive Plan Update 2045

Date: August 19, 2025

Subject: Transmission Line Conflict for Alternatives 1 & 2 in the Southcliff Neighborhood

Both Alternatives 1 and 2 contemplate an overlay of Mixed-Use and Medium-Scale development between Manzanita Way and Umatilla Way, north from Oswego Drive to East Mill Plain Boulevard. In this corridor there are high voltage transmission lines originally installed and managed by the Bonneville Power Administration (BPA). These lines were transferred to the Clark Public Utility District (PUD) in 2009.

The transmission lines run from a substation near HWY 14, north through the Southcliff neighborhood, across East Mill Plain Blvd., and terminating at East 18th Street.

Notably, these transmission lines have a 100-foot easement as shown on the maps below, which were obtained from the BPA at the time the transmission lines and accompanying easements were transferred to the PUD. According to the PUD, these lines are energized at 115kV (115,000 volts) and, per OSHA standards, require a minimum 15 feet of clearance.

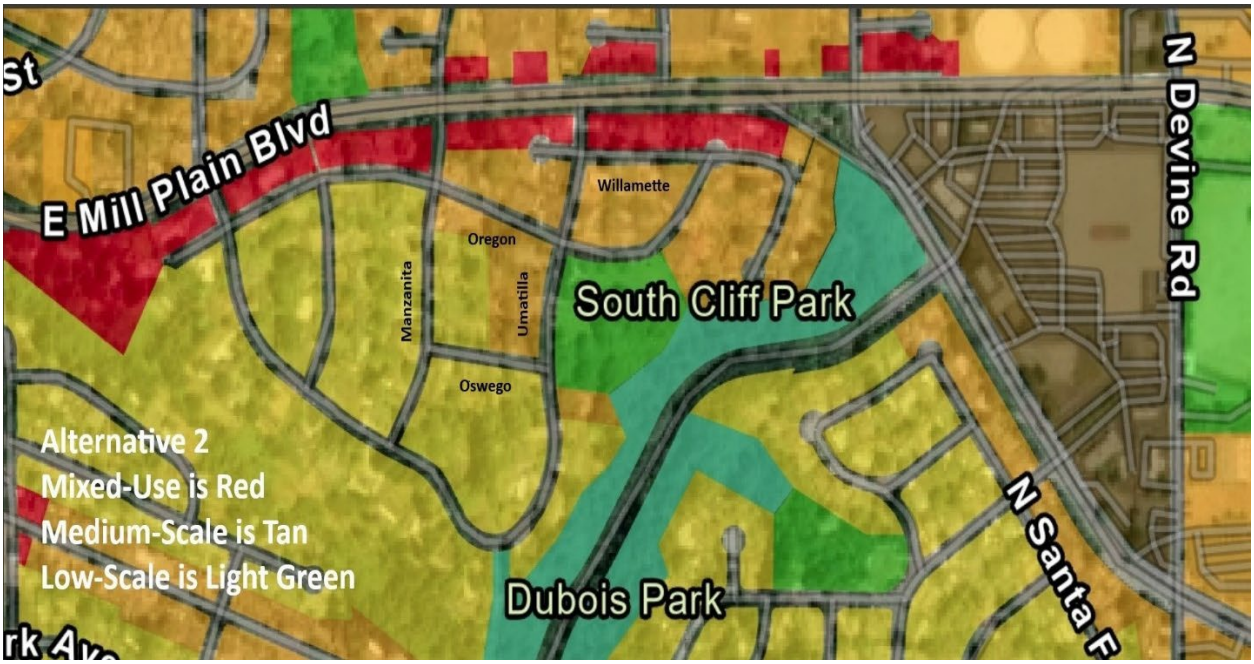
Alternative 1 and Alternative 2 map overlays would permit Mixed-Use and Medium-scale development of up to 8 stories (110 feet) and 5 stories (75 feet) respectivelly in the Umatilla – Manzanita corridor. Such development would certainly not be permitted within the 100-foot easement. In fact, neither would the Low-Scale Southcliff parcels be allowed to develop up to 3 stories (45 feet tall) within the transmission line easement. Further, the permitted building height of these overlays outside the easement would seemingly not be appropriate even adjacent to these high voltage transmission lines.

Accordingly, a revision of both the Alternative 1 and Alternative 2 maps to remove both Mixed-Use and Medium-Scale overlays in the Umatilla – Manzanita corridor is necessary as they conflict with the established 100-foot easement for the PUD’s high voltage transmission lines.

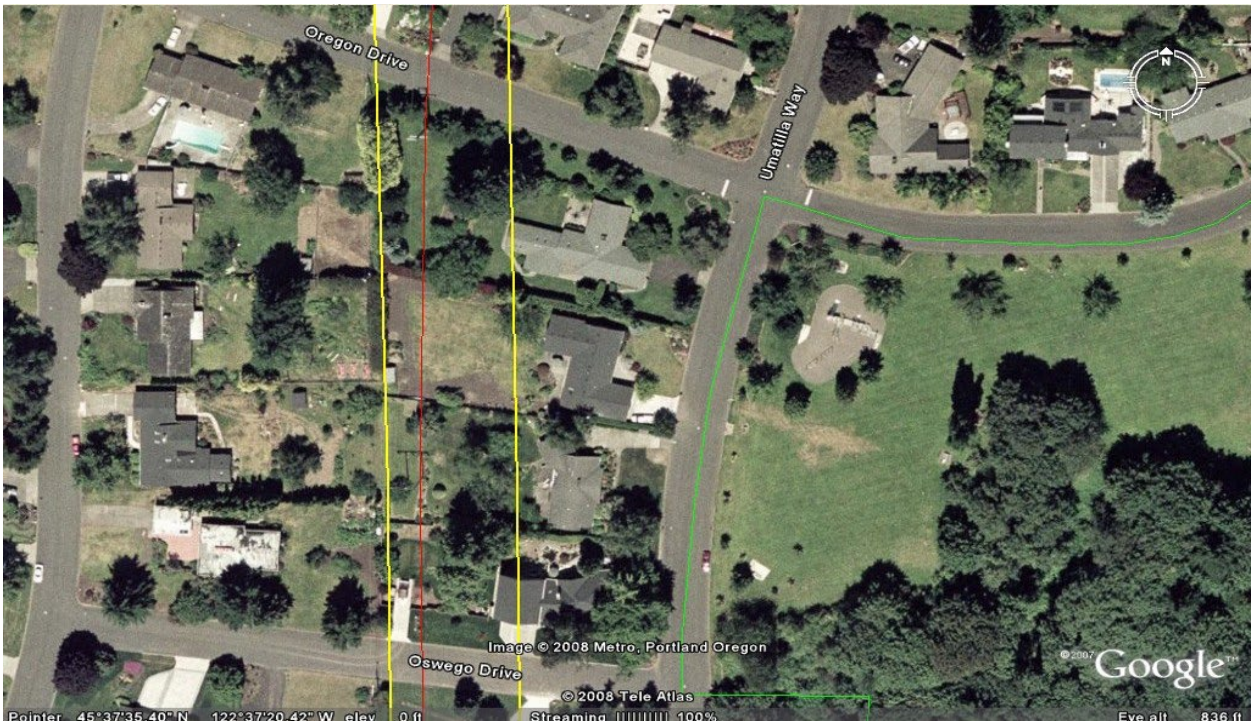
Comprehensive Plan Update 2045, Alternative 1, Southcliff Neighborhood



Comprehensive Plan Update 2045, Alternative 2, Southcliff Neighborhood



High Voltage Transmission Line – Oswego Drive to Oregon Drive
Yellow lines indicate 100 Foot Easement and Red is Transmission Line



High Voltage Transmission Line – Oregon Drive to Mill Plain Boulevard
Yellow lines indicate 100 Foot Easement and Red is Transmission Line



Transmission Tower Example in Southcliff



Transmission Tower Between Oregon Drive and Mill Plain Boulevard



Transmission Tower at Willamette Court



From: Dollar, Sarah
To: Dollar, Sarah
Subject: FW: Our Vancouver - Preferred Alternative Comments
Date: Monday, November 10, 2025 11:30:35 AM

Testimony

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

From: anthony tortorici <[redacted]>
Sent: Sunday, November 9, 2025 9:27 AM
To: City Council <council@cityofvancouver.us>
Subject: Our Vancouver - Preferred Alternative Comments

> You don't often get email from tortorici.anthonyc@gmail.com. Learn why this is important

Ashley and Anthony Tortorici
[redacted]
Vancouver, WA 98664

Dear Members of the City Council,

I am writing to provide feedback on the proposed citywide zone change, particularly the rezone of parcels along NE Andresen Street, north of the Mill Plain intersection, from residential to mixed use.

While I support the City's intent to promote redevelopment and more flexible zoning, I am concerned that the proposed mixed-use designation in this location is not feasible and could unintentionally freeze future development.

If adopted, the rezone would make the existing single-family homes nonconforming. Adding a second unit or an accessory dwelling unit would no longer be allowed unless paired with a commercial component, which is unrealistic given the site constraints. This would effectively halt incremental residential growth encouraged under state housing law.

Several physical and regulatory factors further limit the feasibility of mixed-use redevelopment:

- **Residential limitations:** The mixed-use zoning would prevent the addition of new dwelling units without a commercial element, removing the flexibility currently allowed in lower-density residential zones.
- **Commercial infeasibility:** A 20-foot-wide city-owned grassy strip separates the lots from NE Andresen Street, preventing any direct pedestrian or building connection to the sidewalk.

- **Setback constraints:** A recorded 20-foot setback along the north property line, facing Kansas Street, limits the ability to orient buildings toward that frontage.
- **Site orientation:** With Andresen and Kansas both constrained, new development could only face inward toward Topeka Lane, creating an inward-facing layout inconsistent with mixed-use corridor goals.

Given these conditions, a middle-density residential zone would be a more practical and context-sensitive designation. It would allow additional density while acknowledging the site's physical limitations.

More broadly, this reflects a pattern seen in other parts of the city where proposed mixed-use or commercial zones overlap with topographic, access, or environmental barriers. I encourage the City to review these conditions more closely to ensure the final zoning map aligns with both policy intent and on-the-ground feasibility.

Thank you for considering these comments.

From: Shepard, Laura
To: Dollar, Sarah
Subject: FW: Please review/time sensitive - Flag Design Review Committee
Date: Friday, October 31, 2025 3:59:49 PM

I just spoke with Lee. She had a factual error in her letter. Please submit this for the record or for Council (I have no idea; the context makes me think she wants it entered as written testimony).

Thanks,
Laura

Mayor and City Councilors;

I was privileged to serve on a committee recently to take a long, well informed look at our city's flag. I was a representative of the City's Arts Culture and Heritage Commission. We learned from Ted Kaye (author of 'Good Flag Bad Flag') that it's easy to make mistakes when designing a flag. Too busy? Busy is never better in good design. Words? It's difficult read them when they are waving and high above you. Purpose? Not a representative of the city as a body....rather a design that tells more about the place and its people. Ted has worked with many cities to craft smart flags. And, he knows about the best practices for the production of flags.

Through our process, City staff brought us along. The project was well organized. Our citizens were invited to participate in both the design and selection phases. It was open and transparent. And, I believe that we worked well together.

Tonight, you will see the big reveal! It has been an exciting process. I hope that you will feel a swell of pride and know that good work by good people made careful decisions to bring it forth

Thank you for devoting real interest and investment into this process. I was proud to be a part of it.

Long may it wave,

Lee Rafferty

From: Lee Rafferty <[redacted]>
Sent: Friday, October 31, 2025 3:49 PM
To: Shepard, Laura <Laura.Shepard@cityofvancouver.us>

Cc: [redacted]; Dollar, Sarah <Sarah.Dollar@cityofvancouver.us>; Willburn, Tatyana <Tatyana.Willburn@cityofvancouver.us>
Subject: Re: Please review/time sensitive - Flag Design Review Committee

ack. please add the names of staff that worked with us. I neglected to give shout outs to Tracie and Laura.
Lee Rafferty

On Fri, Oct 31, 2025 at 3:44 PM Lee Rafferty <[redacted]> wrote:

> please let me know if the following is suitable for sending to our city council re:flag process.
>
> Mayor and City Councilors;
>
> I was privileged to serve on a committee recently to take a long, well informed look at our city's flag. I was a representative of the City's Arts Culture and Heritage Commission. We learned from Ted Kaye (author of 'Good Flag Bad Flag') that it's easy to make mistakes when designing a flag. Too busy? Busy is never better in good design. Words? It's difficult read them when they are waving and high above you. Purpose? Not a representative of the city as a body....rather a design that tells more about the place and its people. Ted has worked with many cities to craft smart flags. And, he knows about the best practices for the production of flags.
>
> Through our process, City staff brought us along. The project was well organized. Our citizens were invited to participate in both the design and selection phases. It was open and transparent. And, I believe that we worked well together.
>
> Tonight, you will see the big reveal! It has been an exciting process. I hope that you will feel a swell of pride and know that good work by good people made careful decisions to bring it forth
>
> Thank you for devoting real interest and investment into this process. I was proud to be a part of it.

Long may it wave,

Lee Rafferty

On Thu, Oct 30, 2025 at 9:29 AM Shepard, Laura <Laura.Shepard@cityofvancouver.us> wrote:

> Great edit, I will make that. Thank you, Mayor.
>
> Laura
>
> ---
>
> **From:** McEnerny-Ogle, Anne <[redacted]>
> **Sent:** Thursday, October 30, 2025 9:28 AM
> **To:** Shepard, Laura <Laura.Shepard@cityofvancouver.us>; Ramirez, Tracie <Tracie.Ramirez@cityofvancouver.us>; [redacted]
> **Cc:** Dollar, Sarah <Sarah.Dollar@cityofvancouver.us>; Willburn, Tatyana <Tatyana.Willburn@cityofvancouver.us>
> **Subject:** RE: Please review/time sensitive - Flag Design Review Committee
>
> Well done. Just a thought – see below.
>
> Anne
>
> **City of Vancouver Flag — Official Description**
> The Vancouver city flag tells the story of a community shaped by the Columbia River, a deep sense of place, and the generations of people who have called this land home.
> The City Flag consists of three fields: a green upper field, a blue lower field, and a white chevron linking land and water. Nestled in the center of the chevron is a white geometric emblem.
>
> The **green field** symbolizes Vancouver's rich environment, its natural spaces, parks, and a commitment to sustainability. The **blue field** represents the Columbia River and the community's deep connection to the waterway that has shaped its culture, economy, and sense of place. The **white chevron** signifies the meeting of land and water, the unity of the community, and the forward path of progress. The **central white emblem** draws inspiration from iconic Vancouver landmarks: the historic fort that gave rise to the city, the Salmon Run

Clock Tower, and the Grant Street Pier. It is both a nod to our origins and a symbol of a city continually moving forward.

The City Flag consists of three fields:

The City Flag is composed of....

City Council Meeting Minutes

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

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

November 17, 2025

Workshops: 4:00-5:30 p.m.

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

The City Council Meeting was held on 11/17/2025 at 4:00 PM in the Vancouver City Hall, Council Chambers 415 West 6th Street, Vancouver, WA 98660.

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

View the CVTV video recording, including presentations and discussion, for workshops at: https://www.cvtv.org/video/city-council-workshops-11-17-25-2025111012/

New Revenue Discussions
(Approximately 45 minutes)

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

Staff led Council through a discussion of the New Revenue Discussions.

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

Jamie Spinelli, Homeless Response Manager, jamie.spinelli@cityofvancouver.us

Staff led Council through a discussion of the Homeless Situation Report.

Council Dinner / Executive Session RE: Personnel RCW 42.30.110(1)(g) 5:30 - 6:30 PM

Mayor McEnerny-Ogle announced the Council would be entering into executive session from 5:30-6:30 p.m. to discuss Personnel.

Regular Council Meeting

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

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

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit: https://www.cvtv.org/video/vancouver-city-council-11-17-25-2025111013/

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

Pledge of Allegiance

Call to Order and Roll Call

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

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

Absent: *None*

Approval of Minutes

Minutes - October 20, 2025

Motion by Councilmember Hansen, seconded by Councilmember Perez, and Yes: 7, No: 0, Abstaining: 0, to approve the October 20, 2025, Meeting Minutes.

Minutes - October 27, 2025

Motion by Councilmember Fox, seconded by Councilmember Stober, and Yes: 7, No: 0, Abstaining: 0, to approve the October 27, 2025, Meeting Minutes.

Minutes - November 3, 2025

Motion by Councilmember Hansen, seconded by Councilmember Paulsen, and Yes: 6, No: 0, Abstaining: 1, to approve the November 3, 2025, Meeting Minutes. Councilmember Stober abstained from the vote.

Proclamations

Transgender Day of Remembrance

Mayor McEnerny-Ogle read and presented a proclamation to De Stewart, PFLAG, and Autumn Rose, Human Rights and Trans Rights Advocate, proclaiming November 20, 2025, as Transgender Day of Remembrance.

Youth Hope Month

Mayor McEnerny-Ogle read and presented a proclamation to Michelle Stickly, National Women's Coalition Against Violence and Exploitation (NWCAVE) and National Runaway Safeline, proclaiming November 2025, as Youth Hope Month.

Community Communication

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

Mayor McEnerny-Ogle opened Community Communication and received no testimony from community members regarding any matter on the agenda not scheduled for a Public Hearing.

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

Consent Agenda

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

Council pulled items 4 and 7 for discussion.

Motion by Councilmember Paulsen, seconded by Councilmember Perez, and Yes: 7, No: 0, Abstaining: 0, to approve Items 1-3, 5-6, and 8-9 on the Consent Agenda.

Motion by Councilmember Hansen, seconded by Councilmember Fox, and Yes: 7, No: 0, Abstaining: 0, to approve Items 4 and 7 on the Consent Agenda.

1. Bid Rejection - City Hall Ground Source Heat Pump Well Relocation - ITB 25-41

Staff Report: 230-25

Request: On Monday, November 17, 2025, reject the bid for ITB25-41 so staff can begin a new solicitation for the project.

Brian Taylor, Operations Superintendent, Julia Denton, Senior Procurement Specialist, Cary Driskell, Assistant City Attorney, brian.taylor@cityofvancouver.us, julie.denton@cityofvancouver.us, cary.driskell@cityofvancouver.us

Motion approved the request.

2. Contract Amendment - Portland Adventist Medical Center - C-100918

Staff Report: 231-25

Request: On Monday, November 17, 2025, authorize the City Manager, or designee, to execute Amendment No. 4 to contract C-100918 between the City of Vancouver and Portland Adventist Medical Center. Increase the not-to-exceed amount by $150,000 to a total of $600,000 and extend the termination date to May 31, 2027.

Antoinette Gasbarre, Human Resources Director, Antoinette.Gasbarre@cityofvancouver.us

Motion approved the request.

3. Contract Amendment - Psychological Testing Services - C-100595

Staff Report: 232-25

Request: On Monday, November 17, 2025, authorize the City Manager, or designee, to execute Amendment No.1 to contract C-100595 between the City of Vancouver and Corey & Stewart. Increase the not-to-exceed amount by $75,000 to a total of $350,000.

Antoinette Gasbarre, Human Resources Director, Antoinette.Gasbarre@cityofvancouver.us

Motion approved the request.

4. Appointment to the Civil Service Commission

Request: On Monday, November 17, 2025, appoint Jerome Armstrong to a mid-term position on the Civil Service Commission, with a term beginning immediately, and expiring November 30, 2027.

Mayor McEnerny-Ogle

Motion approved the request.

5. Appointment to the Clark County Historical Preservation Commission

Request: On Monday, November 17, 2025, appoint Rob Thomas to a mid-term position on the Clark County Historic Preservation Committee, with a term beginning immediately and expiring June 30th, 2026.

Subcommittee 1

Motion approved the request.

6. Appointment to the Public Facilities District Board of Directors

Request: On Monday, November 17, 2025, reappoint Hunter Byrnes and Ken O'Hollaren to full-term positions on the Public Facilities District Board of Directors, with a term beginning November 30, 2025, and expiring November 30, 2029.

Subcommittee 1

Motion approved the request.

7. Appointment to the Transportation and Mobility Commission

Request: On Monday, November 17, 2025, make the following appointments to the Transportation and Mobility Commission:

- Reappoint Isaac Hamann to the youth position, with a full-term beginning December 31, 2025, and ending December 31, 2026.
- Reappoint Jeananne Edwards to the at-large position, with a term beginning December 31, 2026, and ending December 31, 2029.
- Reappoint Devan Williams to the position representing individuals whose primary mode of transportation is driving.
- Appoint Michelle Holder to the position representing an active member of a neighborhood association, with a mid-term beginning immediately and ending December 31, 2026.
- Appoint Jay Housegard to the position representing the disabled community, with a mid-term appointment beginning immediately and ending December 31, 2027.

- Appoint Russell Malburg to the position representing individuals whose primary mode of transportation is cycling, with a full-term appointment beginning December 31, 2025 and ending December 31, 2029.

Subcommittee 1

Motion approved the request.

8. Recommendation for Appointment to the Solid Waste Advisory Committee

Request: On Monday, November 17, 2025, recommend Will Elder be reappointed to a full term on the Solid Waste Advisory Commission as the City of Vancouver representative with a term beginning January 1, 2026, and ending December 31, 2028.

Motion approved the request.

9. Approval of Claim Vouchers

Request: Approve claim vouchers for November 17, 2025.

Motion approved claim vouchers in the amount of $5,039,233.65.

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.

10. Ordinance Amending Vancouver Municipal Code Title 19 — Parking Provisions

AN ORDINANCE relating to the Parking Code for the City of Vancouver under Vancouver Municipal Code (VMC) Title 19; amending VMC sections 19.02.040 (B) relating to Limited Parking; 19.10.040 relating to Parking for persons with disabilities; 19.04.030 relating to Parking meter installation and time limits; 19.11.060 relating to Zone3—Parking meter fees; providing for severability; and setting an effective date.

Staff Report: 226-25

Request: On Monday, November 17, 2025, upon second reading and a public hearing, finalize and approve the ordinance.

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

Gabe Montez, Parking District Manager, provided an overview of the Ordinance Amending Vancouver Municipal Code Title 19 — Parking Provisions.

Council discussed the item briefly with staff.

Mayor McEnerny-Ogle opened the public hearing and did not receive testimony from community members.

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

Motion by Councilmember Stober, seconded by Councilmember Fox, and Yes: 5, No: 2, Abstaining: 0, to approve Ordinance M-4520.

11. 2026 Affordable Housing Property Tax Levy

AN ORDINANCE relating to the annual property tax levy; authorizing an increase of 0.0% in the City's Affordable Housing Fund levy from the amount levied the previous year; and providing for an effective date.

Staff Report: 227-25

Request: On Monday, November 17, 2025, upon second reading and a public hearing, finalize and approve the ordinance.

Anthony Glenn, Treasurer, anthony.glenn@cityofvancouver.us

Anthony Glenn, Treasurer, provided an overview of the 2026 Affordable Housing Property Tax Levy.

Council discussed the item briefly with staff.

Mayor McEnerny-Ogle opened the public hearing and did not receive testimony from community members.

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

Motion by Councilmember Paulsen, seconded by Councilmember Harless, and Yes: 7, No: 0, Abstaining: 0, to approve Ordinance M-4521.

12. 2026 Preservation of Levy Capacity

AN ORDINANCE authorizing an increase in tax levy pursuant to RCW 84.55.120 and an increase in limit factor for maximum levy capacity pursuant to RCW

84.55.092.

Staff Report: 228-25

Request: On Monday, November 17, 2025, upon second reading and a public hearing, finalize and approve the ordinance.

Anthony Glenn, Treasurer, anthony.glenn@cityofvancouver.us

Anthony Glenn, Treasurer, provided an overview of the 2026 Preservation of Levy Capacity.

Council discussed the item briefly with staff.

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

- *Bruce Barnes, Vancouver*

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

Motion by Councilmember Fox, seconded by Councilmember Stober, and Yes: 7, No: 0, Abstaining: 0, to approve Ordinance M-4522.

13. 2026 Ad Valorem Taxes

AN ORDINANCE fixing and levying the amount of ad valorem taxes necessary to balance estimated revenue with estimated expenditures for the 2025/2026 Budget for the City of Vancouver; providing for alternative levies depending on whether Proposition No. 5 is approved or rejected by the registered voters of the City of Vancouver; and providing for an effective date.

Staff Report: 229-25

Request: On Monday, November 17, 2025, upon second reading and a public hearing, finalize and approve the ordinance.

Anthony Glenn, Treasurer, anthony.glenn@cityofvancouver.us

Anthony Glenn, Treasurer, provided an overview of the 2026 Ad Valorem Taxes.

Council discussed the item briefly with staff.

Mayor McEnerny-Ogle opened the public hearing and did not receive testimony from community members.

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

Motion by Councilmember Stober, seconded by Councilmember Hansen, and Yes: 7, No: 0, Abstaining: 0, to approve Ordinance M-4523.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

State of Tourism Update - Visit Vancouver

Cliff Myers, President and CEO of Visit Vancouver WA, discussed the State of Tourism Update — Visit Vancouver.

Adjournment

7:27 p.m.

_____

Anne McEnerny-Ogle, Mayor

Attest:

_____

Natasha Ramras, City Clerk

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

November 24, 2025

Council Dinner / Executive Session Re: Personnel RCW 42.30.110(1)(g) (2 hours, 4:00 - 6:00 PM)

Mayor McEnerny-Ogle announced the Council would be entering into executive session from 4:00-6:00 p.m. to discuss Personnel.

Community Forum (6:30 - 8:00 p.m.)

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

This is the place on the agenda where the public is invited to speak to Council regarding any matter. Members of the public addressing Council are requested to give their name and city of residence for the record. Speakers are to limit their testimony to a total of three minutes. Up to 90 minutes will be allotted for the Community Forum.

The November 24, 2025, City Council Community Forum was held at City Hall in the lobby and in the Aspen room from 6:30 p.m. to 8:00 p.m.

The Community Forum of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnerny-Ogle. This meeting was conducted in person.

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

Absent: *None*

During the Community Forum, the following action was taken. Discussion with community members on any topic(s) related to City business.

Public Notice

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

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

Staff Report: 241-25

To: Mayor and City Council
From: City Manager
Date: December 8, 2025

Subject
Contract Award — Water Station 3 Final Design - C-102098

Key Points

- Compliance with Regulations: This project will ensure Water Station 3 complies with state and federal per- and polyfluoroalkyl substances (PFAS) standards for safe drinking water.
- Grant Opportunities: The City has applied for a $15 million forgivable loan from the Drinking Water State Revolving Fund (DWSRF) and is pursuing additional grant funding.
- Competitive Selection: Following RFQ 51-25, Jacobs Engineering Group (Jacobs) was selected based on their demonstrated expertise while delivering the preliminary design in 2024.

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

Present Situation
Water Station 3 is a key component of the City's drinking water system with three groundwater wells supplying treated water to the distribution system. Water quality monitoring has identified PFAS contaminants in the groundwater that require mitigation to meet state and federal regulatory standards. In addition, the proposed Water Station 3 improvements are listed in Vancouver's approved 2015 Comprehensive Water System Plan. Aging facilities at the site are proposed to be replaced with seismically resilient structures with increased water storage volume to meet a state regulatory requirement mandating more available water storage for fire suppression. New wellhouse facilities will provide system reliability and redundancy to allow the water utility to continue to meet the community's expectation of uninterrupted water service.

To address these issues, a Request for Qualifications (RFQ 7-22) for the Water Station 3 Preliminary Planning & Design was issued on January 20, 2022. Jacobs was selected from that RFQ and worked with the City Water Operations and Engineering staff to deliver a Preliminary Engineering Report (PER) that identifies replacement facilities, including a cost estimate.

RFQ 51-25 was issued on September 5, 2025, to select the best firm to take this effort to a final design that would incorporate PFAS treatment lessons learned from other active projects. The Water Station 3 final design effort would provide a bid-ready construction package to remove PFAS from the drinking water while replacing the site's water supply, storage and treatment infrastructure.

Along with standard advertising, firms from the Municipal Research and Services Center (MRSC) list, which included veteran-, minority-, and women-owned firms, were notified of the solicitation and requested their qualification statements.

The City received one qualification statement on September 17, 2025: Jacobs. The qualification statement was evaluated based on project understanding and approach, proposer capabilities and qualifications, format, and clarity.

Advantage(s)

- Ensures compliance with state and federal PFAS regulations.
- Leverages grant funding opportunities to minimize cost to the City.
- Provides water supply & storage redundancy to serve the Vancouver High Pressure Zone.

Challenge(s)

Maintaining compliance with funding and regulatory timelines.

Budget Impact

Included in the 2025-2026 Capital Water Budget under PRJ100492, with future funding identified in the long-term capital improvement program.

The City has applied for a $15 million forgivable loan from the Drinking Water State Revolving Fund (DWSRF) and is actively pursuing additional funding sources, including a federal loan through the Water Infrastructure Finance and Innovation Act (WIFIA). Approval of this final design contract ensures the City can meet critical deadlines associated with these funding opportunities.

Prior Council Review

- Approved in the 2025-2026 Water Capital Budget.
- Staff Report 098-22, August 8, 2022; Professional Services Agreement for the Water Station 3 Preliminary Planning and Design

Action Requested

On Monday, December 8, 2025, authorize the City Manager, or designee, to finalize and execute a professional services agreement between the City of Vancouver and Jacobs Engineering Group for an estimated amount not to exceed $2,904,774.00; authorize the City Manager to take any legal action necessary to enforce the terms of the same.

Staff Contact

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

Attachments:

1. Services Contract - C-102098
2. WS3 Vicinity Map

CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-102098
Water Station 3 Facilities Replacement

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

RECITALS

A. The City desires to engage the Contractor to perform Services as described in this Agreement; and
B. The City advertised and issued a request for qualifications, numbered 51-25 (the “Solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor capable of performing the required Services.

AGREEMENT

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

1. **SCOPE OF SERVICES:** The Contractor agrees to provide the City with all services and materials provided in the Scope of Services, attached as Exhibit "A", and in the City’s Solicitation, if any, and the Contractor’s responsive proposal to the City’s Solicitation, if any (the “Services”). Contractor shall obtain City Project Manager’s written approval prior to starting the Services.

2. **COMPENSATION:** Payment to the Contractor for the Services described in this Agreement shall not exceed $2,904,774.00 USD.

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

City will limit compensation to the amount specified for each specific task and/or sub-task, unless amended in writing. Contractor shall complete the Services stated within the number of hours identified for each task, and/or sub-task, or for the lump sum amount associated with a task. If compensation is made on an hourly basis and the Services requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If Contractor underestimated the number of hours required to perform the Services, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of services requested by City. All Deliverables (as defined in Section 8) must be acceptable to City in its sole discretion.

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

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

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

   During the life of this Agreement, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid

supported by the Consumer Price Index for the Seattle-Tacoma-Bellevue area for the previous four quarters. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

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

4. **TERM OF AGREEMENT**: The term of this Agreement begins on the Effective Date and continues until June 30, 2027. The Parties may agree in writing to extend the Agreement. The term and any extensions are collectively the "Term."

5. **CITY DATA; DATA SECURITY**

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

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

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

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

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

a. Notice. Contractor will notify City within 24 hours of any Security Breach. Notice will include details regarding the Security Breach including impacted parties, specific data, and mitigation. Contractor will call 360.487.8888 (if after hours, follow prompt to connect to on-call personnel); email City with a read receipt to help.desk@cityofvancouver.us; and email to the City personnel contact for the Agreement.
b. Coordination. Immediately after Contractor provides notification of a Security Breach the Parties will begin working together to contain, mitigate, investigate, respond to and remediate the Security Breach. Contractor will cooperate with all City requests in relation to the Security Breach in compliance with Applicable Law.
c. Root Cause Analysis. As soon as possible following the Security Breach, Contractor will complete a root cause analysis and will provide a plan to City for remediation and prevention.
d. Third-Party Notice. Contractor will work together with City to ensure compliance with RCW 19.255.010 if necessary and will make no statement or send notice to any third party regarding the Security Breach without City's prior written consent.
e. Costs. In addition to its indemnification obligations, Contractor will reimburse City for all costs City incurs associated with any Security Breach, including forensic investigation, costs of providing notice to impacted parties, call centers and credit monitoring as applicable. Contractor will pay or reimburse City for all regulatory fines and other legal costs the City incurs associated with the Security Breach.

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

7. **AUDIT RIGHTS:** Contractor shall maintain records of all matters related to this Agreement in accordance with generally accepted accounting principles.

Contractor shall provide the records to City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as City designates.

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

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

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

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

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

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

10. DISPUTE RESOLUTION: City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the

claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.

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

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

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

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

    Solely for negligence indemnification claims under (b) above, if Contractor is providing architectural, landscape architectural, engineering, or land surveying services as the Services under this Agreement, and Contractor and City are

concurrently negligent, then Contractor will be required to indemnify City only to the extent of Contractor's negligence and will have no obligation to indemnify City for City's sole negligence, pursuant to RCW 4.24.115.

If Contractor or Contractor's employee is a licensed architect, professional engineer, land surveyor, or landscape architect and the Services are related to a construction project, Contractor expressly waives its industrial insurance immunity under the Washington Industrial Insurance Act Title 51 RCW. Contractor acknowledges this waiver has been mutually negotiated and the Parties desire to incorporate this waiver pursuant to RCW 4.24.115(1)(b).

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

Contractor shall maintain the following insurance coverage.

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

Policy shall include coverage for all claims for damages to person or property arising from the performance of this Agreement.	$1,000,000

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

a. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.

b. Coverage Trigger - Contractor's insurance must be on an "occurrence" basis rather than claims made, except on the Professional Liability Insurance. This type of coverage must be indicated on the Certificate of Insurance.

c. Additional Insured Requirement – Except for coverage under Professional Liability Insurance and Workers Compensation Insurance, the City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

d. Certificates - The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

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

15. **RELATIONSHIP OF THE PARTIES**. The relationship of the Parties under this Agreement is that of independent contractors. Contractor is solely responsible for the manner, method, and means of providing the Services. Contractor and its employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Contractor will pay all Contractor personnel and pay all taxes, contributions, and benefits that may be required related to its personnel. Neither Party may bind the other except as expressly stated in this Agreement.

16. **SUBCONTRACTING***:* Contractor may subcontract for Services with City's prior written approval in its sole discretion. Contractor is solely responsible for its subcontractors' compliance with this Agreement and will pass through the terms of this Agreement to all subcontractors.

17. **COMPLIANCE WITH APPLICABLE LAW:** Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations ("Applicable Laws"). Contractor shall modify the Services as necessary to comply with Applicable Laws.

18. **E-VERIFY:** Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any subcontractors assigned to perform Services under this Agreement are eligible to work in the United States. Contractor shall provide compliance verification upon City's request.

19. **TITLE VI COMPLIANCE**: Depending on the Services Contractor provides, the City may use federal funds to compensate Contractor. If federal funds are used. the City, Contractor, and any approved subcontractor must comply with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) (CRA) and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28 (1988) (CRRA). Contractor must confirm with City whether Title VI is applicable under this Agreement.

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

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

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

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

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

25. **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:** Supplier must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

26. **BYRD ANTI-LOBBYING AMENDMENT:** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Suppliers that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-

Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

27. **PROCUREMENT OF RECOVERED MATERIALS**: Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

For the City:	For the Contractor:
Anna Vogel	Jamie Dooley
City of Vancouver	Jacobs Engineering Group Inc.
415 W 6th Street	2020 SW Fourth Ave, Suite 300
P O Box 1995	Portland, OR 97201
Vancouver WA 98668-1995	Email: Jamie.Dooley@jacobs.com
Email: anna.vogel@cityofvancouver.us	

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

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

30. **ORDER OF PRECEDENCE:** If there is a conflict between the terms of any document, the order of precedence is as follows: Amendments to this Agreement; this Agreement; City Purchase Orders; Contractor's responsive proposal to City's solicitation; and City's

solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.

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

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

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

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

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

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

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

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

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

CITY OF VANCOUVER
A municipal corporation

Lon Pluckhahn, City Manager

Date

Attest:

Natasha Ramras, City Clerk

Approved as to form:

City Attorney's Office

CONTRACTOR:
Jacobs Engineering Group Inc.

Signature

Printed Name /Title

Date

Water Station 3 Rehabilitation

Engineering Services Scope of Work, Fee and Schedule

City of Vancouver, WA

October 2025

Jacobs

EXHIBIT A

Scope of Work

This scope of work is being developed for a contract to be executed between the City of Vancouver, Washington (City), and Jacobs Engineering Group, Inc. (Jacobs).

Introduction

The City of Vancouver (City) has determined the need to replace aging facilities and provide additional treatment for PFAS at the Water Station 3 (WS3) site to ensure seismic resiliency, compliance with regulatory requirements, providing system reliability to allow the site to continue to supply safe, clean, drinking water. The new facilities and site upgrades are also to be consistent with the City's Climate Action Plan for reducing greenhouse gas emissions and becoming carbon net neutral in the near future.

WS3 is sited on a 2.13-acre parcel and has been a municipal water supply facility since 1944. The existing site has a 1.25-million-gallon (MG) partially buried concrete two-cell reservoir, a 0.25 MG elevated tank, three groundwater wells, and a booster pump station. Water treatment consists of both chlorine disinfection and fluoride treatment. The three water supply wells have a combined capacity of 6,000 gpm.

The flow of supply is from the groundwater wells providing water to the ground-level reservoir. As the water enters this reservoir the water is treated with chlorine and fluoride. The water is then boosted from the ground-level reservoir and lifted to the elevated tank to provide water to two of the City's distribution pressure zones; the Vancouver High and Lincoln High pressure zones, serving over 28,000 water customers. As controlled by the city's operations staff, water supply to WS3 can be provided from Water Station 1 (WS1) too. The WS3 site is surrounded on two sides by residential development, and the east and south side by a Washington State Department of Transportation Maintenance Facility.

The work identified in this scope package includes the following:

1. Package 1: Planning, design, permitting and construction services for two new wells.
2. Package 2: Planning and design of new treatment facilities, pump station and elevated tower.

Project elements are:

- Construction of two new wells/well houses (to replace existing Wells 1 and 2).
- Design of a new 1 MG elevated tower to replace the existing 0.25 MG elevated tank.
- Design of a replacement of the 45th Street (Lincoln High) Booster Pump Station (currently located off-site). The new pump station is proposed to be located within the column of the new elevated tower.

- Design for replacement of the existing well pump and motor in Well 3, modifications to the existing piping, and replacement of the existing electrical and control systems in the Well 3 building.
- Design of a new treatment building to include fluoride and on-site sodium hypochlorite generation equipment and including additional support facilities for operators (restroom, sampling stations, testing and storage areas).
- Design of a per- and polyfluoroalkyl (PFAS) treatment system.
- Design of an underground infiltration facility sized to accommodate an overflow and drain from the new, elevated tank.
- Design of upgrades to the site electrical and controls systems.
- Site civil and security improvements including yard piping, construction of new vehicular accesses on both NW Washington Street and NW 43rd Street, asphalt, and gravel areas to improve circulation for City maintenance vehicles within the site, site lighting, and security cameras.
- Demolition of the existing 1.25 MG concrete reservoir, 0.25 MG elevated tank, booster pump station, fluoride and chlorine gas systems, and Wells/Pump Stations 1 and 2.

Construction Packages

The project will be phased due to the nature of the schedule and activities. Two construction packages are anticipated to be developed under this scope of work. Those packages are:

- **Package 1:** Well Replacement
- **Package 2:** Water Station 3 Rehabilitation (Treatment Building, PFAS and Well Houses, Infiltration Facility, 1.0 MG Elevated Tank, Lincoln High BPS, Demolition)

Package 1 will be advertised for bid upon completion of design. Package 2 will be advertised for bid in the Fall of 2026. All new design work on this project will be conducted by Jacobs with design work on Package 1 being completed by Summit Water Resources, LLC.

City Staff Involvement

Jacobs will work collaboratively with City staff to meet the defined elements in this scope of work.

It is anticipated that the City will take the lead role in the land use planning, building permit, community outreach (Neighborhood Associations, etc.), and interdepartmental coordination aspects of the project. The City will be highly engaged throughout all portions of the design. As a part of the project, Jacobs will support the outreach and communications effort by providing graphics or visualizations and other design information as requested by the City to support their discussions about the project.

To commence the project, the work plan includes one team meeting during the orientation task to align and charter the Jacobs and City team members. Jacobs has already completed the schematic design as described in the *City of Vancouver Water Department Water Station 3 Master Plan, Jacobs, March 2024*. Jacobs has included City/Consultant review meetings of the single design package at the 60-percent and 90- percent stages of completion. Throughout the work there will also be several City decision point

meetings and coordination meetings that are planned. For all these formally scheduled meetings it is anticipated the City will include staff participation from various stakeholder departments as they deem appropriate.

In addition, Jacobs will have weekly informal project management meetings throughout the design process to ensure appropriate communication occurs between the Jacobs team and the City to support a successful design and project implementation – these will commonly be held between the City's project manager and Jacobs's project manager and will occur during design at the City's engineering services building.

Additional Jacobs team meetings will occur, and these are also open to the City staff to attend as desired (either directly or via telecon). Recurring weekly team meetings will occur during the final design to maintain team coordination and provide City input for changes to be provided on a timely basis – the City is invited to participate in all of these meetings.

During the construction phase, Jacobs anticipates the City will lead the field construction activities, providing a construction manager and construction observer/inspector and special inspection services. Jacobs will provide the code required registered design professional construction observations and provide office engineering support as required. Jacobs will attend weekly construction meetings and observe construction activities on a limited basis for construction oversight.

The City will provide survey services for design and construction needs of the project.

The design drawings will be prepared using a combination of Bentley's MicroStation CAD drawing software for the facilities design and for the pipeline and civil portion of the work, AutoCAD will be used to allow the City surveyor to assist in Construction Staking. For the facilities portion of the work, Jacobs will utilize drawings layers as assigned by the American Society of CAD Standards (ASCS) and Jacobs standards. The AutoCAD drawings, the City will provide their desired drawing layer assignments prior to the commencement of final design. All final electronic drawing files to and from the City will be provided in AutoCAD. The City will provide the drawing border for use on the project, which will be similar to the WS5 Reservoir and Pump Station Project recently completed. Drawings will be produced at a sheet size of 22"x 34".

The technical specifications will use the Construction Specifications Institute (CSI) 49 Division standards as modified by Jacobs. Jacobs will prepare the Division 1 through 50 technical specifications. Conditions of the Contract will use the EJCDC standard general conditions with supplements as approved by the City. The project Division 0 specifications will be prepared by the City using the City's standard documents (Invitation to Bid, Instruction to Bidders, Bidder Responsibility, Non-Discrimination Clause, List of Subcontractor Form, Apprenticeship Form, Proposal Form, Contract Form, and others) as prepared by the City's Procurement Department.

The project is anticipated to be delivered using two construction contracts as described below through the City's formal bid process. It is anticipated that Package 1 for construction of the new wells and well casings will be ready for advertisement in late 2025. Bid-ready 100% documents will be prepared for Package 2, with the City aiming to bid Package 2 in Fall of 2026.

Scope Elements

To deliver services for this reservoir and pump station project, Jacobs proposes the following tasks and work breakdown structure:

- **Task 1 – Project Orientation / Development**
  - Task 1.1 Project Chartering and Kickoff Meeting
  - Task 1.2Basis of Design Report: reformat *City of Vancouver Water Department Water Station 3 Master Plan, Jacobs, March 2024* as 30% design level Basis of Design Report
  - Task 1.3 Water Source Permitting with Washington Dept. of Health

- **Task 2 - Water Station No. 3 Well Replacement Package 1**
  - 2.1 Draft Design
  - 2.2 Final Design Bid Package

- **Task 3 - Water Station 3 Rehabilitation Package 2**
  - 3.1 60% Design Development,
  - 3.2 90% Pre-Final Design
  - 3.3 100% Final Design
  -
- **Task 4 – Bidding Support Services**
  - 4.1 Well Replacement Package 1
    - Prebid Assistance
    - Bid Questions
    - Addenda Issuance/Support
    - Conformed Specifications/Drawings

- **Task 5 – Construction Support Services**
  - 5.1 Well Replacement Package 1 Support
    - Pre-Construction Conference
    - Registered Design Professional Observations Services
    - Office Engineering Construction Services (submittals, RFIs)
    - General Site Visits, Testing and Reporting
    - Post Construction Services
      - Substantial Completion and Close-Out.
      - Record Drawings
      - Agency permit closeout

- **Task 6 – Project Management**

Work Plan

The Plans, Specifications, and Estimates (PS&E) deliverables at each stage of 60%, 90%, and 100% will include varying stages of Contract Document development delivered to the City for review. Following each of the intermediate design delivery milestones, a review meeting will be held between the City and consultant. Jacobs staff at these meetings will include the Project Manager, Design Manager, and key technical discipline staff as may be required.

The anticipated drawings for bidding the project are shown in Exhibit D, Sheet Count. Additional drawings will be required for land use application and site plan review

Following completion of the single Contract Document package, Jacobs will compile a completed, Adobe format PDF file package of drawings and specifications, together with the final engineer's cost estimate and submit it to the City. Calculations necessary for building permit approval will be provided too. All final deliverables will be electronically certified/sealed by the appropriate design engineer.

The City will reproduce, advertise, and distribute the construction documents.

The following tasks further detail the development of design and construction support services to be provided by Jacobs.

Task 1—Project Orientation & Project Planning

The purpose of this task is to ensure that all consultant and City staff members are apprised of the scope of the project through a team kick-off meeting. This task will also include overall project planning and initiation of project delivery services and permitting support.

1.1 Project Chartering and Kickoff Workshop

Jacobs will lead and participate in a project chartering and kickoff workshop with the City staff. The purpose of the meeting is to review the concepts of the project to assure project alignment and agreement of all the elements with both City Engineering and Operations and ensure that all team members are "on the same page" regarding the project purpose and requirements and schedule as identified in the *City of Vancouver Water Department Water Station 3 Master Plan, Jacobs, March 2024*. This is an opportunity for the consultant to meet the City staff members that will be involved in the project and to develop coordination and communication protocols. Key milestones, deliverables, and schedule will also be discussed as well as critical project issues that are important for project completion. This meeting will be held at City facilities.

Jacobs will provide meeting minutes to the City, indicating recommendations and decisions from the meeting.

1.2 Basis of Design Report

This task will take the previously issued *City of Vancouver Water Department Water Station 3 Master Plan, Jacobs, March* 2024 and provide minor formatting and revisions to be able to submit as the formal Basis of Design Report for the project. Upon completion of the Basis of Design Report and receipt of the review comments on the deliverables provided, the consultant will finalize the report to memorialize

the Schematic design. This task will provide the project definition to allow the team to confidently move into final design.

Jacobs final design of the underground infiltration systems proposed in the *City of Vancouver Water Department Water Station 3 Master Plan, Jacobs, March 2024* for drinking water and rainwater discharges shall meet regulatory requirements of the Washington State Department of Ecology and the Washington State Department of Health. Jacobs will assist the City in preparation of documentation necessary for permitting related to the approval of new discharge facilities.

1.3 Water Source Permitting with Washington Dept. of Health

The new wells will require a full source approval process with the Washington Department of Health. Jacobs and Summit Water Resources, LLC, (Summit) will work with the City to compile the necessary documents including the Covenant for Public Water Supply Projection, Source Approval Documentation, and Project Approval Application for submittal to DOH. It is assumed that the prior susceptibility assessment is adequate for the new nearby well locations and that a new assessment is not required.

Task 2—Package 1: Replacement Wells Draft and Final Design

Upon agreement of the project definition and the project elements, Jacobs and Summit will begin final design. Final design for Package 1 will develop technical specifications for the drilling, construction and testing of wells 1B and 2B.

The City's Div 0 (Bidding and Legal information) and the EJCDC General Conditions with supplemental information and the 49 Division Construction Specification Institute (CSI) technical specifications will be used.

Jacobs anticipates preparing a separate construction contract document package for Package 1: Replacement Wells to provide to the City's Procurement Department at the 100% completion stage so the well construction package can be advertised and openly bid.

Final design tasks and deliverable items are summarized below.

2.1 Package 1 Draft Design

Develop draft technical specifications and supporting documents for the drilling, construction and testing of wells 1B and 2B. An AACE Class 3 construction cost estimate for the replacement wells will be provided as well. Following a 10-day review period by the City, the City, Jacobs and Summit will hold a 2-hour review meeting at the City to obtain input and responses from the review of the draft design package.

2.2 Package 1 Final Design

Develop final, stamped technical specifications and supporting documents for the drilling, construction and testing of wells 1B and 2B. At the close of the final design phase, Jacobs and Summit will submit the plans and specifications to the City for their use in bidding the project. These will include providing the documents in electronic PDF format for reproduction as desired. Specifications will also be provided in

Word format for the City procurement office to finalize the documents with the Division 0 specifications.

Task 3—Package 2: Water Station 3 Rehabilitation Design Development, Pre-Final, and Final Design (60%, 90% and 100% Completion)

Upon agreement of the project definition and the project elements, Jacobs will begin final design. Final design for Package 2 will occur in three steps – 60%, 90% and 100% completion phases. Jacobs has also anticipated that multiple and differing sets of plan sheets and documentation will be necessary to meet Land Use and Building Department permitting agency submission and application needs. This would include the stormwater report, geotechnical report, project narrative, and approximately 16 drawings.

The design will be accomplished using MicroStation-based CAD drawings for the facilities – aligning the levels to the American Society of CAD Standards (ASCS) and Jacobs standards, and AutoCAD for the pipelines and site civil works. The City's Div 0 (Bidding and Legal information) and the EJCDC General Conditions with supplemental information and the 49 Division Construction Specification Institute (CSI) technical specifications will be used.

The final design process will be based on the accepted schematic engineering design. It's important to note that the design parameters have been based on conditions outlined in the 2015 City of Vancouver Water Plan. The City has been preparing an updated Comprehensive Water Plan (CWP) with West Yost & Associates in 2025. The City will be submitting a draft CWP to Washington Department of Health by February 2026. There may be Water Station 3 final design changes based on the recommendations within the updated CWP. In particular, the current CWP storage analysis recommends a higher storage volume to serve the Vancouver High Pressure Zone. The budget scope includes a 15% contingency to align the Water Station 3 final design with the upcoming CWP recommendations.

Jacobs anticipates preparing the construction contract document package for Package 2 to provide to the City. The City will advertise and openly bid Package 2 at a future date.

Final design tasks and deliverable items are summarized below.

3.1 Prepare 60% Plans, Specifications and Estimates

For the 60% design deliverable, the team will provide drawings indicating the primary project features, sectional views, initial calculations, initial draft edits of the specifications, and an AACE Class 3 construction cost estimate. The 60% design will have been reviewed by an internal team of QC reviewers and updated to reflect the internal Jacobs comments before delivery of the product to the City for their review. Following a 15-day review period by the City, the City and Jacobs will hold a ½ day review meeting at the City that will include the Project Manager, Design Manager and necessary technical leads from Jacobs, to obtain input and responses from the review.

3.2 Prepare 90% Plans, Specifications and Estimates

Following the 60% review meeting, the Consultant will continue the design toward a 90% design deliverable. The design will move the projects forward to include all project features, sectional views, details, pre-final calculations, pre-final edits of the specifications, and an AACE Class 2 construction cost estimate. The 90% design will have been reviewed by an internal team of QC reviewers and updated to reflect the comments before delivery of the product to the City for their review. The first draft of the technical specifications and supplementary conditions will be provided at this stage of the

project. Following a 15-day City review period, the City, and Jacobs will hold a ½ day 90% design review meeting with the City to obtain input and responses from the review.

3.3 Prepare 100% Plans, Specifications and Estimates

The design will include all elements of the project to final completion, including plans, specifications, calculations, and an AACE Class 1 construction cost estimate.

A compiled file of Division 0 Specifications will be provided in PDF format for the City procurement office to finalize the documents with the City's bidding and legal information. A compiled file of the Division 1 – Division 49 Specifications will be provided in PDF format as a separate volume.

The anticipated drawings for the project (at 100% design completion) include those listed in the attached Exhibit D, sheet list.

Post Design Documentation. At the close of the final 100-percent design phase, Jacobs will submit the plans and specifications to the City for their use in bidding the project. These will include providing the documents in electronic PDF format for reproduction as desired.

The following list identifies the work products that Jacobs will provide during the design phase:

- Preliminary Design Addenda (Draft/Final)
- Schematic Design
- Final Plans (electronic PDF)
- Final Specifications (electronic PDF)
- Intermediate and Final Engineers Opinion of Construction Cost
- Geotechnical Recommendations Report (GRR) (Draft/Final)
- Site Specific Hazards Analysis Report
- Computations/Calculations
- Site/Civil drawings in AutoCad format for City Surveyors to use for construction layout
- Building Permit Applications
- Stormwater Report (Draft/Final)

Task 4—Bidding Services

Bidding services described in this task are for Package 1, Well Replacement. The City will administer, advertise and direct the bidding process. Jacobs and Summit will provide support to these City-led activities by providing the following during this phase/task of the project:

- Assist with presentation of the project during pre-bid conference and site visit.
- Provide clarifications and answers to questions during bid period as requested by City's PM/Procurement Officer.
- Provide information concerning requests for substitutions.
- Assist with development of addendum to construction documents.
- Assist with analysis of project bids received.
- Prepare conformed drawings and specifications, including changes developed by addenda.

Tasks to be completed by City of Vancouver during this phase:

- Reproduce the project Contract Documents for distribution
- Provide consultant team with one full size and three half size sets of drawings and specifications
- Advertise the project for Bid

- Reproduce and distribute documents to prospective bidders and subcontractors.
- Coordinate and host pre-bid meeting
- Maintain and coordinate construction project document distribution and storage
- Issue and distribute addenda
- Coordinate and host bid opening
- Issue Notice of Intent to Award
- Conduct City contracting process through Notice to Proceed

Task 5—Construction Support Services

5.1 Package 1: Well Replacement Construction Support Services

Summit will provide construction management services for the drilling, construction, development and testing of each replacement well. Summit will manage the drilling contractor by reviewing submittals, invoices, work plans and work products. Summit will provide construction oversight for the following contractor activities:

- Contractor mobilization and demobilization
- Periodically during drilling to collect formation samples
- Plumbness and alignment testing
- Installation of the well screen and engineered filter pack
- Well development
- Installation of the cement grout seal
- Aquifer testing, including one step-rate test and one constant-rate test to estimate the sustainable capacity of each well
- Water quality sampling to satisfy Washington DOH and Safe Drinking Water Act (SDWA) requirements and establish a detailed baseline biological profile of each well
- Video surveying
- Well disinfection
- Wellhead completion

Summit will process formation samples and develop a geologic log of each well. Summit will also coordinate grain size analyses for development of a final screen and filter pack design. Summit will perform well completion reporting services as outlined below:

- Process aquifer testing data to estimate the sustainable capacity of each replacement well and recommended pump intake depth.
- Summarize water quality results and compare against SDWA maximum contaminant levels (MCLs) and secondary maximum contaminant levels (SMCLs).
- Develop an as-built diagram of each well, including estimated pumping water levels under various operating conditions.

- Document results of the drilling, construction and testing process for each well in a report, including associated maps, graphics and data.

Task 6—Project Management

Project management will be ongoing throughout the duration of the project as we work closely with the City to ensure that the project meets schedule, budget, and technical requirements. Frequent communications, including prearranged specific meetings, design workshops, telephone conversations, and intermittent meetings will occur with City staff as the project proceeds. The project manager will be responsible to guide the design team and communicate the City's operational philosophies to meet the intent of the project and that the project proceeds as planned.

Overall project management of the consultant team will be the responsibility of Jacobs which includes coordinating and communicating to ensure the project team is meeting scope, schedule, and budget. The project manager will be supported by a multi-person team including an overall quality assurance manager, senior advisors, and support staff.

To initiate communications and guide all team members, a series of guiding plans will be created, and will include:

- Project design management plan
- Design quality management plan
- Health and safety plan (H&SP)
- Change management plan

Ongoing monthly status reports will be provided by the consultant for the consultant team's work efforts. These monthly updates will provide a summary of the progress completed in the preceding month and identify unresolved or changed issues that need to be addressed. This report will be provided with the monthly invoice and tracking schedule. This report will include any provisions for reporting on funding mechanisms as deemed required by the City.

Weekly project manager meetings will be held between the City PM and Jacobs Project Manager at the City offices. The intent of these meetings will be to maintain close communications and address overall project issues. Other design team members may be included in these weekly project manager meetings, to address specific issues. These meetings will have a standing agenda and accurate meeting summary notes will be compiled to document the discussion.

This work element also includes project management coordination and communication with the project team, which will include facilitated weekly design team teleconference meetings. The City is welcome to attend these weekly design team meetings.

Work Plan Assumptions

City Responsibilities and Consultant Assumptions

- City will provide review comments to memorandums and design deliverable plans and specifications within 15 working days following receipt deliverables, adding one additional workweek for each of the 60% and 90% deliverables.
- City will schedule any required neighborhood/business meetings during design process. The consultant will not conduct a public involvement/education outreach program.
- City will perform hazardous materials survey for facilities to be demolished.

- City will prepare correspondence and documents for award and contract signing of the contractor.
- Construction management and full-time inspection will be performed by the City.
- City will pay for building permit applications and other agency permitting and approval fees.
- Jacobs will prepare documents as specified for the City to package and submit for land use permitting requirements.
- City will retain and pay direct for materials and specialty testing services for construction activities, and any other certified code required commissioning services.
- To facilitate rapid distribution of information, draft deliverables will be furnished with 5 hardcopies (drawings to be ½ size). Unless otherwise indicated, final deliverables will be provided as electronic files (Adobe PDF, Microsoft Word®, Microsoft Excel®, Microsoft Access®, and AutoCAD® as appropriate). Reproduction of any additional required copies shall be performed by the City.
- Where the City reviews Jacobs work product, comments shall be provided as a single electronic file or hard copy mark–up document. Prior to furnishing to Jacobs, the City shall screen and adjudicate all review comments to remove redundant or conflicting comments, or comments that are contrary to the direction of the City's Project Representative.
- The City will assist the Consultant with scheduling and organization of meetings and workshops.
- For work products not shown on the detailed project schedule (significant design deliverables), the City review comments will be provided to the Consultant within seven working days of receipt of the work product.
- The City will provide access to City facilities with City escort. Jacobs is responsible for providing their own PPE when required.
- The presence or duties of CONTRACTOR's personnel at a construction site, whether as onsite representatives or otherwise, do not make CONTRACTOR or CONTRACTOR's personnel in any way responsible for those duties that belong to CITY and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

Project Task Assumptions

- Any required permits for geotechnical work and right of entry will be obtained by the City of Vancouver.
- It is assumed that the City of Vancouver will provide private utility information for the site and assist with the utility locating tasks.

- Soils encountered during the field exploration will be free of environmental contamination requiring special monitoring, handling, testing, or disposal.
- A code-based seismic hazard evaluation will be completed for the project. This approach is generally allowed for water reservoirs in Washington provided the site is not susceptible to seismically induced liquefaction. The validity of this approach will need to be confirmed by the local building department to ensure that a site-specific seismic analysis will not be required.
- In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect the project cost and/or execution. These conditions and cost/execution effects are not the responsibility of Jacobs.

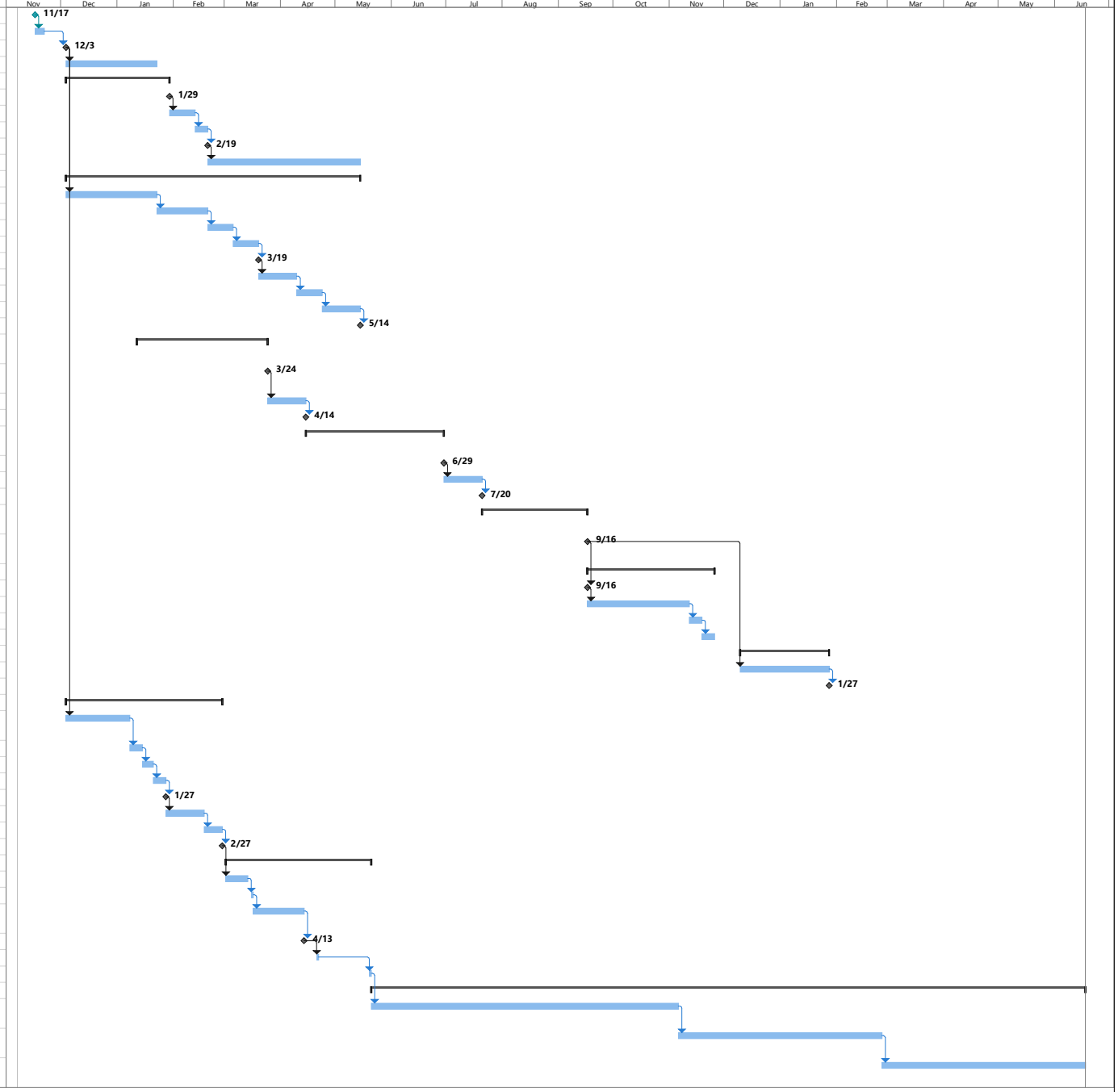
Schedule

Project Schedule

The schedule for delivering the project is provided in the project schedule (Exhibit B). Schedule may be adjusted based on actual Notice to Proceed date. Construction duration for the wells assumes that each of the wells will be constructed separately.

EXHIBIT B
WATER STATION 3 REHABILITATION DESIGN SCHEDULE

ID	Task Mode	Task Name	Duration	Start	Finish
1		NTP	0 days	Mon 11/17/25	Mon 11/17/25
2		Staffing	5 days	Mon 11/17/25	Fri 11/21/25
3		Project Chartering and Kickoff	0 days	Wed 12/3/25	Wed 12/3/25
4		Water Source Permitting	25 days	Thu 12/4/25	Thu 1/22/26
5		**Basis of Design Report**	**30 days**	**Thu 12/4/25**	**Thu 1/29/26**
10		Deliver Draft BODR	0 days	Thu 1/29/26	Thu 1/29/26
11		Client Review	10 days	Fri 1/30/26	Thu 2/12/26
12		Finalize BODR	5 days	Fri 2/13/26	Thu 2/19/26
13		Submit BODR to DOH	0 days	Thu 2/19/26	Thu 2/19/26
14		DOH Review	60 days	Fri 2/20/26	Thu 5/14/26
15		**Land Use Permitting**	**105 days**	**Thu 12/4/25**	**Thu 5/14/26**
16		Planning and Agency Discussions	25 days	Thu 12/4/25	Thu 1/22/26
17		Develop Draft Documents	20 days	Fri 1/23/26	Thu 2/19/26
18		City Review	10 days	Fri 2/20/26	Thu 3/5/26
19		Fixup	10 days	Fri 3/6/26	Thu 3/19/26
20		Submit for Approval	0 days	Thu 3/19/26	Thu 3/19/26
21		Agency Review	15 days	Fri 3/20/26	Thu 4/9/26
22		Fixup	10 days	Fri 4/10/26	Thu 4/23/26
23		Agency Review	15 days	Fri 4/24/26	Thu 5/14/26
24		Agency Approval	0 days	Thu 5/14/26	Thu 5/14/26
25		**60% Design Development: Drawings, Specs**	**51 days**	**Mon 1/12/26**	**Tue 3/24/26**
44		Deliver 60% Drawings and Specifications	0 days	Tue 3/24/26	Tue 3/24/26
45		Client Review	15 days	Wed 3/25/26	Tue 4/14/26
46		Client Workshop	0 days	Tue 4/14/26	Tue 4/14/26
47		**90% Review Contract Documents: DWG, Specs, Cost**	**53 days**	**Wed 4/15/26**	**Mon 6/29/26**
69		Submit 90% Deliverables to Client	0 days	Mon 6/29/26	Mon 6/29/26
70		Client Review	15 days	Tue 6/30/26	Mon 7/20/26
71		Client Workshop	0 days	Mon 7/20/26	Mon 7/20/26
72		**100% Contract Documents: DWG, Specs, Cost**	**42 days**	**Tue 7/21/26**	**Wed 9/16/26**
91		Submit 100% Bid Documents to Client	0 days	Wed 9/16/26	Wed 9/16/26
92		**Building Permit Support Services**	**50 days**	**Wed 9/16/26**	**Wed 11/25/26**
93		Submit to Building Dept	0 days	Wed 9/16/26	Wed 9/16/26
94		Building Dept Review	40 days	Thu 9/17/26	Wed 11/11/26
95		Fixup	5 days	Thu 11/12/26	Wed 11/18/26
96		Permits Approved	5 days	Thu 11/19/26	Wed 11/25/26
97		**Package 2 Bidding**	**35 days**	**Thu 12/10/26**	**Wed 1/27/27**
98		Bidding Period	35 days	Thu 12/10/26	Wed 1/27/27
99		Bid Opening	0 days	Wed 1/27/27	Wed 1/27/27
100		**Well Design**	**51 days**	**Thu 12/4/25**	**Fri 2/27/26**
101		Technical Specification Development/Div 1 Edits	15 days	Thu 12/4/25	Wed 1/7/26
102		Specification Processing	5 days	Thu 1/8/26	Wed 1/14/26
103		QA/QC	3 days	Thu 1/15/26	Tue 1/20/26
104		Specification Fix Up and Compile	5 days	Wed 1/21/26	Tue 1/27/26
105		Deliver Draft Well Package	0 days	Tue 1/27/26	Tue 1/27/26
106		Client Review	15 days	Wed 1/28/26	Tue 2/17/26
107		Fix up	8 days	Wed 2/18/26	Fri 2/27/26
108		Deliver Final Well Package	0 days	Fri 2/27/26	Fri 2/27/26
109		**Well Bid Period Services**	**58 days**	**Mon 3/2/26**	**Wed 5/20/26**
110		Delay to Bid	10 days	Mon 3/2/26	Fri 3/13/26
111		Advertise to Bid	1 day	Mon 3/16/26	Mon 3/16/26
112		Bid Period / Respond to Questions	20 days	Tue 3/17/26	Mon 4/13/26
113		Issue Last Addendum	0 days	Mon 4/13/26	Mon 4/13/26
114		Bid Opening	1 day	Tue 4/21/26	Tue 4/21/26
115		NTP	1 day	Wed 5/20/26	Wed 5/20/26
116		**Well Construction**	**280 days**	**Thu 5/21/26**	**Thu 6/17/27**
117		Well Contractor Mobilization/Lead Time	120 days	Thu 5/21/26	Thu 11/5/26
118		Well 1A Drilling, Construction, Testing	80 days	Fri 11/6/26	Thu 2/25/27
119		Well 2A Drilling, Construction, Testing	80 days	Fri 2/26/27	Thu 6/17/27



Page 1

Fee Proposal

The fee estimate for the project is presented in Table 1. The fee is based on a time and materials basis for the work defined in the above scope for project Tasks 1 through 6.

As mutually agreed, the Consultant and City may adjust budgets between tasks as needed to address changes in the work requested or performed.

Table 1
City of Vancouver
Water Station 3 Rehabilitation
Engineering Services Fee Estimate
Fee Breakdown by Task

Task No.		Task Identification	Jacobs Labor	Expenses	Sub	Total	Task Total
1.0		**Task 1 Project Orientation & Planning**	**552 Hours**				
	1.1	Project Chartering and Kickoff	$ 13,316	$ 1,000	$ -	$ **14,316**	
	1.2	Basis of Design Report	$ 92,416	$ 500	$ -	$ **92,916**	
	1.3	New Water Source Permitting	$ 16,160	$ 500	$ -	$ **16,660**	
	Summary of Task (Task 1)		$ 121,892	$ 2,000	$ -	$ 123,892	$ **123,892**
2.0		**Task 2 Well Replacement Design**	**134 Hours**				
	2.1	Draft Design	$ 18,854	$ -	$ 7,170	$ **26,024**	
	2.2	Final Design	$ 12,924	$ 154	$ 3,073	$ **16,151**	
		Markup	$ 1,024	$ 15		$ **1,040**	
	Summary of Task (Task 2)		$ 10,243	$ 169	$ 10,243	$ **43,215**	$ **43,215**
3.0		**Task 3 Final Design (60%, 90% and 100%)**	**9,798 Hours**				
	3.1	60% Design Development	$ 859,485	$ 14,114	$ 1,000	$ **874,599**	
	3.2	90% Pre-Final Design	$ 676,879	$ 14,114	$ 1,000	$ **691,993**	
	3.3	100% Design	$ 359,409	$ 9,000	$ 1,000	$ **369,409**	
		CWP Contingency (15%)	$ 290,400			$ **290,400**	
	Summary of Task (Task 3)		$ 2,186,173	$ 37,228	$ 3,000	$ 2,226,401	$ **2,226,401**
4.0		**Task 4 Bidding Services**	**8 Hours**				
	4.1	Package 1 Bidding Services	$ 1,640	0	$ 4,000	$ **5,640**	
		Markup	$ 400			$ **400**	
	Summary of Task (Task 5)		$ 2,040	$ -	$ 4,000	$ 6,040	$ **6,040**
5.0		**Task 5 Construction Support Services**	**48 Hours**				
	6.1	Package 1 Construction Support	$ 14,912	$ 14,610	$ 147,400	$ **176,922**	
		Markup	$ 14,740	$ 1,461		$ **16,201**	
	Summary of Task (Task 5)		$ 29,652	$ 16,071	$ 147,400	$ 193,123	$ **193,123**
6.0		**Task 6 Project Management**	**1,328 Hours**				
		Project Management	$ 296,376	$ 7,000	$ 7,934	$ **311,310**	
		Markup	$ 793	$ -		$ **793**	
	Summary of Task (Task 6)		$ 297,169	$ 7,000	$ 7,934	$ 312,103	$ **312,103**
Total Fee							$ **2,904,774**

Sheet Count

Sheet No.	Facility Code	Discipline	Drawing Title	60%	90%	100%
1	001	Digital Delivery Lead (DDL)	LOCATION AND VICINITY MAPS	X	X	X
2	001	Digital Delivery Lead (DDL)	DRAWING INDEX AND ABBREVIATIONS	X	X	X
3	001	Digital Delivery Lead (DDL)	OVERALL GENERAL LEGEND	X	X	X
4	001	Civil	CIVIL AND YARD PIPING LEGEND	X	X	X
5	001	Instrumentation & Controls	I&C LEGEND - 1	X	X	X
6	001	Instrumentation & Controls	I&C LEGEND - 2	X	X	X
7	001	Structural	STRUCTURAL GENERAL NOTES - 1	X	X	X
8	001	Structural	STRUCTURAL GENERAL NOTES - 2	X	X	X
9	001	Structural	STRUCTURAL STATEMENT OF SPECIAL INSPECTIONS - 1	X	X	X
10	001	Architecture	ARCHITECTURAL NOTES, LEGEND AND WALL TYPES	X	X	X
11	001	Architecture	ARCHITECTURAL - LIFE SAFETY PLANS AND CODE DATA AND SCHEDULES	X	X	X
12	001	Process Mechanical	PROCESS MECHANICAL LEGEND AND DESIGN CRITERIA	X	X	X
13	001	HVAC	HVAC LEGEND AND SCHEDULES	X	X	X
14	001	Electrical	ELECTRICAL LEGEND - 1	X	X	X
15	001	Electrical	ELECTRICAL LEGEND - 2		X	X
16	001	Process Mechanical	HYDRAULIC PROFILE	X	X	X
17	001	Process Mechanical	WELL PROFILES	X	X	X
18	001	Process Mechanical	PROCESS FLOW DIAGRAM	X	X	X
19	004	Visualization	SITE RENDERING		X	X
20	005	Civil	EXISTING CONDITIONS PLAN	X	X	X
21	005	Civil	CIVIL DEMOLITION PLAN	X	X	X
22	005	Yard Piping	YARD PIPING DEMOLITION PLAN	X	X	X
23	005	Civil	EROSION CONTROL PLAN	X	X	X
24	005	Civil	OVERALL SITE PLAN AND LOCATION PLAN	X	X	X
25	005	Civil	OVERALL GRADING AND DRAINAGE PLAN	X	X	X
26	005	Civil	CONSTRUCTION SEQUENCING PLAN	X	X	X
27	006	Yard Piping	YARD PIPING	X	X	X
28	007	Yard Piping	DETAILS		X	X
29	008	Civil	DETAILS		X	X
30	005	Civil	TREE REMOVAL PLAN	X	X	X
31	005	Civil	TREE REMOVAL NOTES		X	X
32	005	Civil	INFILTRATION SYSTEM PLAN AND SECTION	X	X	X
33	008	Electrical	SITE ELECTRICAL	X	X	X
34	008	Electrical	ONELINE DIAGRAM		X	X
35	008	Security	SITE SECURITY PLAN		X	X
36	009	Instrumentation & Controls	WELL P&ID DEMOLITION	X	X	X
37	009	Instrumentation & Controls	WELL 1B P&ID	X	X	X
38	009	Instrumentation & Controls	WELL 2B P&ID	X	X	X

39	009	Instrumentation & Controls	WELL 3 P&ID	X	X	X
40	010	Instrumentation & Controls	PFAS TREATMENT CONTROL	X	X	X
41	009	Instrumentation & Controls	PFAS P&ID 1	X	X	X
42	009	Instrumentation & Controls	PFAS P&ID 2	X	X	X
43	009	Instrumentation & Controls	PFAS P&ID 3	X	X	X
44	009	Instrumentation & Controls	PFAS P&ID 4	X	X	X
45	009	Instrumentation & Controls	PFAS P&ID 5	X	X	X
46	009	Instrumentation & Controls	PFAS P&ID 6	X	X	X
47	009	Instrumentation & Controls	SODIUM HYPOCHLORTE GENERATION	X	X	X
48	009	Instrumentation & Controls	SODIUM HYPOCHLORITE STORAGE AND FEED	X	X	X
49	009	Instrumentation & Controls	FLOURIDE SATURATOR, STORAGE, AND FEED	X	X	X
50	009	Instrumentation & Controls	ELEVATED TANK AND LINCOLN HIGH BOOSTER PUMP STATION	X	X	X
51	009	Instrumentation & Controls	TYPICAL PLC PANEL POWER WIRING		X	X
52	009	Instrumentation & Controls	TYPICAL PLC I/O WIRING		X	X
53	009	Instrumentation & Controls	NETWORK BLOCK DIAGRAM		X	X
54	009	Security	TERMINAL BLOCKS FOR INTRUSION SWITCHING		X	X
55	009	Security	INTRUSION SWITCH WIRING DIAGRAM		X	X
56	009	Security	SECURITY CAMERA DIAGRAM		X	X
57	RES	Structural	1.5 MG GROUND LEVEL TANK AND BOOSTER PUMP STATION DEMOLITION	X	X	X
58	PS	Electrical	LINCOLN STREET PUMP STATION - VAULT PS DEMOLITION	X	X	X
59	EL TANK	Structural	ELEVATED TANK DEMOLITION - PLAN AND SECTION	X	X	X
60	W01	Process Mechanical	DEMOLITION - FLOOR PLAN AND PHOTO DETAILS	X	X	X
61	W02	Process Mechanical	DEMOLITION - FLOOR PLAN AND PHOTO DETAILS	X	X	X
62	W03	Process Mechanical	DEMOLITION - FLOOR PLAN AND SECTIONS	X	X	X
63	W03	Architecture	ROOF MODIFICATON	X	X	X
64	W03	Structural	ROOF MODIFICATON	X	X	X
65	W03	Process Mechanical	FLOOR PLAN AND SECTIONS	X	X	X
66	W03	Electrical	PLAN - PROCESS	X	X	X
67	W01B	Architecture	PLAN - ROOF, PUMP ROOM	X	X	X
68	W01B	Architecture	ELEVATIONS	X	X	X
69	W01B	Structural	FOUNDATION PLAN; ROOF FRAMING PLAN	X	X	X
70	W01B	Structural	SECTIONS	X	X	X
71	W01B	Structural	DETAILS	X	X	X
72	W01B	Process Mechanical	PLAN AND SECTIONS	X	X	X
73	W01B	HVAC	PLAN AND SCHEMATIC	X	X	X
74	W01B	Electrical	PLAN - PROCESS	X	X	X
75	W01B	Electrical	PLAN - FACILITY	X	X	X
76	W02B	Architecture	PLAN - ROOF, PUMP ROOM	X	X	X
77	W02B	Architecture	ELEVATIONS AND DETAILS	X	X	X
78	W02B	Structural	FOUNDATION PLAN; ROOF FRAMING PLAN	X	X	X
79	W02B	Structural	SECTIONS	X	X	X
80	W02B	Structural	DETAILS	X	X	X
81	W02B	Process Mechanical	PLAN AND SECTIONS	X	X	X
82	W02B	HVAC	PLAN AND SCHEMATIC	X	X	X
83	W02B	Electrical	PLAN - PROCESS	X	X	X

84	W02B	Electrical	PLAN - FACILITY	X	X	X
85	PFAS	Visualization	RENDERING		X	X
86	PFAS	Structural	FOUNDATION PLAN	X	X	X
87	PFAS	Structural	PLAN - AREA A	X	X	X
88	PFAS	Structural	PLAN - AREA B	X	X	X
89	PFAS	Structural	PLATFORM PLAN, SECTION, DETAILS	X	X	X
90	PFAS	Structural	SECTIONS AND DETAILS		X	X
91	PFAS	Process Mechanical	OVERALL PLAN	X	X	X
92	PFAS	Process Mechanical	PLAN - AREA A	X	X	X
93	PFAS	Process Mechanical	PLAN - AREA B	X	X	X
94	PFAS	Process Mechanical	SECTIONS	X	X	X
95	PFAS	Process Mechanical	SECTIONS		X	X
96	PFAS	Process Mechanical	DETAILS		X	X
97	PFAS	Electrical	OVERALL PLAN	X	X	X
98	PFAS	Electrical	PLAN A - PROCESS	X	X	X
99	PFAS	Electrical	PLAN B - PROCESS	X	X	X
100	PFAS	Electrical	OVERALL PLAN - FACILITY	X	X	X
101	BW TANK	Structural	FOUNDATION PLAN	X	X	X
	BW TANK	Structural	SECTIONS	X	X	X
102	BW TANK	Process Mechanical	PLAN AND SECTION	X	X	X
103	BW TANK	Process Mechanical	SECTIONS		X	X
104	BW TANK	Electrical	PLAN	X	X	X
105	B01	Visualization	RENDERING		X	X
106	B01	Architecture	FLOOR PLAN AND ROOF PLAN	X	X	X
	B01	Architecture	ROOF PLAN	X	X	X
107	B01	Architecture	ELEVATIONS	X	X	X
108	B01	Architecture	SECTIONS	X	X	X
109	B01	Architecture	SCHEDULES		X	X
110	B01	Structural	FOUNDATION PLAN	X	X	X
111	B01	Structural	ROOF FRAMING PLAN	X	X	X
112	B01	Structural	SECTION	X	X	X
113	B01	Structural	SECTION		X	X
114	B01	Structural	SECTION		X	X
115	B01	Structural	PARTIAL PLAN SECTION AND DETAILS		X	X
116	B01	Structural	DETAILS		X	X
117	B01	Process Mechanical	PLAN AND SECTIONS	X	X	X
118	B01	Process Mechanical	SECTION	X	X	X
119	B01	Process Mechanical	SECTION		X	X
120	B01	Process Mechanical	SECTION		X	X
121	B01	HVAC	FLOOR PLAN	X	X	X
122	B01	HVAC	SECTIONS	X	X	X
123	B01	HVAC	AIRFLOW SCHEMATIC	X	X	X
124	B01	HVAC	SCHEDULES		X	X
125	B01	HVAC	CONTROL SCHEMATICS AND SEQUENCES		X	X

126	B01	Plumbing	SERVICE PIPING FLOOR PLAN		X	X
127	B01	Plumbing	WASTE AND VENT FLOOR PLAN		X	X
128	B01	Plumbing	SERVICE PIPING SECTIONS		X	X
129	B01	Plumbing	SERVICE PIPING ISOMETRIC		X	X
130	B01	Plumbing	WASTE AND VENT ISOMETRIC		X	X
131	B01	Electrical	PROCESS POWER PLAN	X	X	X
132	B01	Electrical	LIGHTING AND FACILITY PLAN		X	X
133	B01	Electrical	ONELINE DIAGRAM AND PANEL SCHEDULE	X	X	X
134	B01	Electrical	CIRCUIT SCHEDULE		X	X
135	T01	Visualization	RENDERING		X	X
136	T01	Structural	FOUNDATION PLAN	X	X	X
137	T01	Structural	ROOF PLAN	X	X	X
138	T01	Structural	SECTIONS	X	X	X
139	T01	Structural	SECTIONS AND DETAILS		X	X
140	T01	Visualization	PUMP STATION		X	X
141	T01	Process Mechanical	PUMP STATION - PLAN	X	X	X
142	T01	Process Mechanical	PUMP STATION - SECTIONS	X	X	X
143	T01	Process Mechanical	PUMP STATION - DETAILS		X	X
144	T01	HVAC	PUMP STATION - PLAN	X	X	X
145	T01	HVAC	PUMP STATION AIRFLOW DIAGRAM AND SCHEDULES		X	X
146	T01	Plumbing	PUMP STATION - SECTIONS		X	X
147	T01	Electrical	PUMP STATION -PROCESS	X	X	X
148	T01	Electrical	PUMP STATION - FACILITY	X	X	X
149	T01	Electrical	PUMP STATION - ONE LINE		X	X
150	99	Architecture	STANDARD DETAILS		X	X
151	99	Architecture	STANDARD DETAILS		X	X
152	99	Architecture	STANDARD DETAILS		X	X
153	99	Architecture	STANDARD DETAILS		X	X
154	99	Architecture	STANDARD DETAILS		X	X
155	99	Architecture	STANDARD DETAILS			X
156	99	Architecture	STANDARD DETAILS			X
157	99	Structural	STANDARD DETAILS		X	X
158	99	Structural	STANDARD DETAILS		X	X
159	99	Structural	STANDARD DETAILS		X	X
160	99	Structural	STANDARD DETAILS		X	X
161	99	Structural	STANDARD DETAILS		X	X
162	99	Structural	STANDARD DETAILS		X	X
163	99	Structural	STANDARD DETAILS		X	X
164	99	Structural	STANDARD DETAILS			X
165	99	Structural	STANDARD DETAILS			X
166	99	Plumbing	STANDARD DETAILS		X	X
167	99	HVAC	STANDARD DETAILS		X	X
168	99	Electrical	STANDARD DETAILS		X	X
169	99	Electrical	STANDARD DETAILS		X	X
170	99	Electrical	STANDARD DETAILS		X	X
171	99	Electrical	STANDARD DETAILS		X	X
172	99	Electrical	STANDARD DETAILS		X	X

173	99	Electrical	STANDARD DETAILS		X	X
174	99	Security	STANDARD DETAILS		X	X
175	99	Civil	STANDARD DETAILS		X	X
176	99	Civil	STANDARD DETAILS		X	X
177	99	Process Mechanical	STANDARD DETAILS		X	X
178	99	Process Mechanical	STANDARD DETAILS		X	X
179	99	Process Mechanical	STANDARD DETAILS		X	X
180	99	Instrumentation & Controls	STANDARD DETAILS		X	X
181	99	Instrumentation & Controls	STANDARD DETAILS		X	X
182	99	Instrumentation & Controls	STANDARD DETAILS		X	X

Exhibit "B"
Hourly Rates
Jacobs Engineering Groug, Inc.

Project Role	**Hourly Billing Rate (dollars/hour)**
Principal In Charge	399
Project Manager	266
Design Manager / QC Manager	267
Visualization	189
Digital Delivery Lead	212
Project Controls	158
Specifications Editor	144
Cost Estimator	284
Hydrogeologist QC	399
PFAS Treatment Lead	167
Civil QC	256
Civil	219
Civil Technician	107
Yard Piping / Mechanical	158
Process QC	303
Process Mechanical	245
Process Mechanical Technician	89
Building Mechanical QC	280
Building Mechanical	137
Building Mechanical Technician	128
Architectural QC	201
Architect	160
Architectural Technician	227
Structural QC	279
Structural	255
Structural Technician	82
Security Lead / QC	368
Security Designer	284
Corrosion QC	208
Corrosion Designer	189
Electrical QC	216
Electrical	130
Electrical Technician	98
Instrumentation & Control QC	335
Instrumentation & Control	273
Instrumentation & Control Technician	86
Geotechnical QC	353
Geotechnical	257
Geotechnical Technician	189
Administrative Assistant	110

2025 City of Vancouver Schedule of Fees

Professional Staff

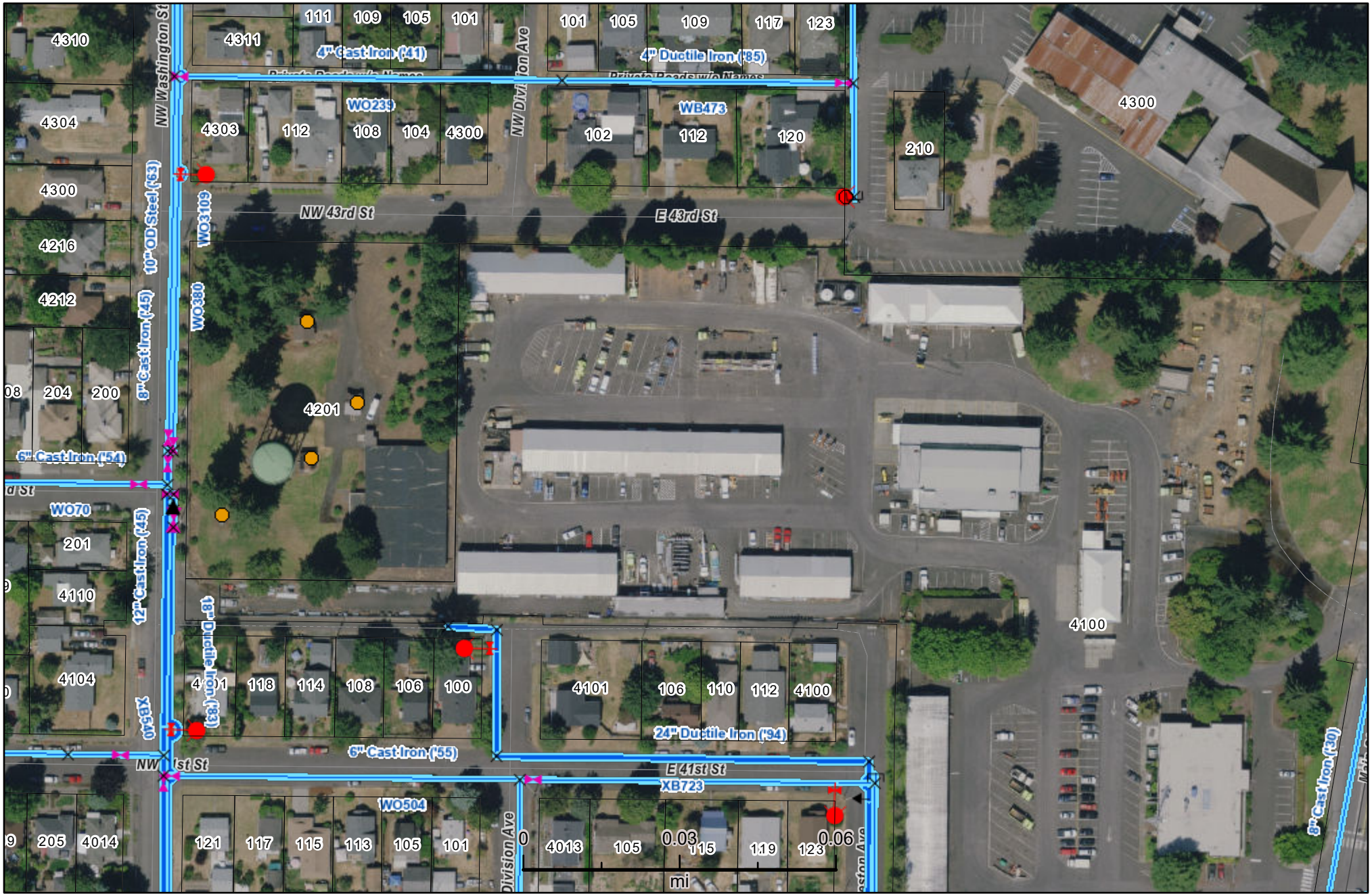
	Hourly Rate
Principal	$296
Senior	$213
Project	$163
Staff	$135
GIS Specialist	$125
Support Staff	
Administrative	$100
Technical Editor	$120

Expenses

Mileage: IRS authorized rates
Direct Expenses: Actual cost plus 10 percent markup
Outside Services: Actual cost plus 10 percent markup
Equipment Rentals: Actual cost plus 10 percent markup

Notes

1. Delivery of depositions or expert testimony will be billed at 1.5 times Fee Schedule rates.
2. Hourly rates and expenses are subject to annual updates on the contract anniversary date.



Water Station 3 Vicinity

CITY OF Vancouver WASHINGTON

Staff Report: 242-25

To: Mayor and City Council
From: City Manager
Date: December 8, 2025

Subject

Contract Award - Safe Streets and Roads for All - Fourth Plain Safety and Mobility Improvement Project

Key Points

- In 2017, the City adopted the Fourth Plain Forward Pedestrian Safety and Access Implementation Strategy. This document identified multiple projects that will be included as part of the Safe Streets and Roads for All.
- In 2024, the City received a direct grant from the Federal Highways Administration (FHWA) in the amount of $5,696,000 for design and construction. The grant proposal included 11 distinct project locations along the Fourth Plain corridor, including Stapleton Rd Mobility Improvements, and Rossiter Lane to Burnt Bridge Creek Pedestrian Connector. $528,000 was dedicated to the design phase of the project.
- This contract will advance engineering design and commence environmental permitting. Right of way acquisition will occur by a separate contract.

Strategic Plan Alignment

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

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

Present Situation

A Request for Qualifications (RFQ 44-25) for the Safe Streets and Roads for All – Fourth Plain Safety and Mobility Improvement Project (SS4A) was issued on July 9, 2025. The scope of work identified in the RFQ was to perform project management and administration, design engineering, environmental evaluation and permitting, and other related professional services.

Along with standard advertising, firms from the Municipal Research and Services Center (MRSC) list, which included veteran-, minority-, and women-owned firms, were notified of the solicitation and requested their qualification statements.

The City received four qualification statements on August 6, 2025. The qualification statements were evaluated based on project understanding and approach, proposer capabilities and qualifications, format, and clarity.

Consor North America, Inc. of Vancouver, Washington was selected from the four proposals as the most qualified to provide professional services for the SS4A project.

The contract shall not exceed $1,036,761.39 and will be billed on a time and material basis in accordance with the attached scope of service and fee schedule.

This project is included in the City of Vancouver Six Year Transportation Improvement Program as TRANS-1117, TRANS-1118, TRANS-1125, TRANS-0889, TRANS-1120, TRANS-1121, TRANS-1122, TRANS-1123, TRANS-1124, TRANS-1126, and TRANS-1127.

Advantage(s)

1. Provides a construction-ready project, including design, permitting, specifications and construction cost estimates; and
2. Aligns with the City's Strategic Plan.

Challenge(s)

Requires local funding to supplement federal funding.

Budget Impact

The project is funded through a Federal Highways Administration grant and the Transportation Capital Fund.

Prior Council Review

1. Fourth Plain Forward Action Plan for Vancouver's Multicultural Business District dated June 5th, 2015, and subsequent Fourth Plain Forward Pedestrian Safety and Access Implementation Strategy dated September 2017.
2. Approval of the 2026-2031 Transportation Improvement Program on June 16, 2025, including TRANS-1117, TRANS-1118, TRANS-1125, TRANS-0889, TRANS-1120, TRANS-1121, TRANS-1122, TRANS-1123, TRANS-1124, TRANS-1126, and TRANS-1127.
3. Approval of the 2025-2026 biennial budget which contained the project, on December 2, 2024.

Action Requested

On Monday, December 8, 2025, authorize the City Manager, or designee, to finalize and execute a professional services agreement with Consor North America, Inc. for a contract amount of $1,036,761.39. Council authorizes the City Manager to amend the contract as needed and to amend the value up to 10% of the not-to-exceed value stated here-in.

Staff Contact

Hassan Abdalla, Engineering Manager, Jessica Hild, Senior Civil Engineer,
hassan.abdalla@cityofvancouver.us, Jessica.Hild@cityofvancouver.us

Attachments:

1. PSA - C-102114
2. Vicinity Map

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: C-102114

Firm/Organization Legal Name (do not use dba's): Consor North America, Inc	
Address: 400 E. Mill Plain Blvd, Suite 400, Vancouver, WA 98660	Federal Aid Number:
UBI Number: 601 124 424	Federal TIN: 93-0768555
Execution Date:	Completion Date: 12/31/2030
1099 Form Required: ☒ Yes ☐ No	Federal Participation: ☒ Yes ☐ No
Project Title: Fourth Plain Safety and Mobility Improvement Project (SS4A)	
Description of Work: Contractor to perform the necessary design engineering, environmental process, final PS&E, and other related professional services for the improvements of the Fourth Plain Safety and Mobility Project - Safe Streets for All.	
☐ Yes ☐ No DBE Participation ☐ Yes ☐ No MBE Participation ☐ Yes ☐ No WBE Participation ☐ Yes ☐ No SBE Participation	Maximum Amount Payable: 1,036,761.39

Index of Exhibits

Exhibit A Scope of Work
Exhibit B DBE Participation
Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D Prime Consultant Cost Computations
Exhibit E Sub-consultant Cost Computations
Exhibit F Title VI Assurances
Exhibit G Certification Documents
Exhibit H Liability Insurance Increase
Exhibit I Alleged Consultant Design Error Procedures
Exhibit J Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Vancouver, hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

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

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:
Name: Anna Vogel
Agency: City of Vancouver
Address: PO Box 1995
City: Vancouver State: WA Zip: 98668
Email: ann.vogel@cityofvancouver.us
Phone: 360-487-8426
Facsimile: 360-487-8433

If to CONSULTANT:
Name: Greg Jellison
Agency: Consor North America, Inc.
Address: 400 E. Mill Plain Blvd, Suite 400
City: Vancouver State: WA Zip: 98660
Email: greg.jellison@consoreng.com
Phone: 360-397-7454
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

   The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E" will remain in effect for the twelve (12) month period.

   Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12 month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will applicable for the twelve (12) month period.

   The fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

   The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

   The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fee.

A. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

B. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

C. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.

D. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964

  (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973

  (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tie , or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate for each policy period.

C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar ($1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Anna Vogel
Agency: City of Vancouver
Address: PO Box 1995
City: Vancouver State: WA Zip: 968668
Email: anna.vogel@cityofvancouver.us
Phone: 360-487-8426
Facsimile: 360-487-8433

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars ($1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.

C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENTS over one hundred thousand dollars ($100,000.00) and Exhibit "G-4" is required only in AGREEMENTS over five hundred thousand dollars ($500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained, and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribblings, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

CITY OF VANCOUVER
A municipal corporation

Lon Pluckhahn, City Manager

Date

Attest:

Natasha Ramras, City Clerk

Approved as to form:

City Attorney's Office

CONTRACTOR:
Consor North America, Inc.

Signature

Printed Name /Title

Date

Project No.

Contractor to perform the necessary design engineering, environmental process, final PS&E, and other related professional services for the improvements of the Fourth Plain Safety and Mobility Project - Safe Streets for All, as detailed below.

EXHIBIT A

SCOPE OF WORK
Safe Streets and Roads for All - Fourth Plain Safety and Mobility Improvement Project (SS4A)
City of Vancouver

Introduction/General/Background

Consor North America, Inc. (Consor) and their consultant team have been selected by the City of Vancouver (City) to perform design engineering, environmental process, and other related engineering services for the Fourth Plain Safety and Mobility Improvement Project. Professional services will include bridge design, civil design, traffic design, geotechnical investigation, stormwater design, waterline design, environmental documentation and permits, and utility coordination. There may also be a need for bidding support, design support during construction, construction administration and inspection services. Additionally, project coordination and required project documentation will be performed. This Scope of Services has been separated into tasks for clarity and is described in detail below.

The project team includes:

- GRI – Geotechnical Engineering and Hazmat
- WSP USA, Inc. (WSP) – Environmental Permitting
- Herrera – Stream Hydraulics
- Archaeological Investigations Northwest, Inc. (AINW) – Cultural Resources Documentation

Project Understanding and Assumptions

After years of successful planning, design and construction of preceding phases of Fourth Plain Forward, the City has obtained Safe Streets For All (SS4A) funding to continue providing mobility improvements for the Fourth Plain Boulevard community. The City has identified up to six discrete sites or projects to move forward with consultant-led design and construction along the Fourth Plain corridor. Each of these provide valuable pedestrian and bicycle mobility improvements to support further connecting the historically underserved Fourth Plain community and providing access to businesses, work, recreation and public transit. The design of these six sites will be consolidated into two to three construction packages. The SS4A funding requires that each of the construction packages meet FHWA requirements for environmental permitting (NEPA) as well as right-of-way acquisitions upon approval of the NEPA documentation. The NEPA permitting will be administered directly by the local FHWA team as the Lead Agency. Though no state

administration or oversight will be required, the project will follow the WSDOT Local Agency Guidelines (LAG) manual and ANTE Rate table to streamline processes required when using FHWA funds.

Key Assumptions

Consultant's deliverables and effort as part of this scope of services are based upon separating the design of the following sites (see Figure 1) into up-to three (3) separate Construction Packages. Additionally, this assumes up-to two (2) separate NEPA permitting approvals will be obtained for the project corresponding with the construction packages detailed below:

- **First NEPA Permitting Approval** – Anticipated as a Categorical Exclusion (CE)
  - **Package 1** | Mobility Improvements Bundle: Sites 3, 4, 5, and 6 (Including City-designed sites, see assumptions below)

    Site 3 – Z Street: Approximately 370 linear feet of sidewalk infill on the east side of Z Street between E Fourth Plain Boulevard and E 26th Street.

    Site 4 – Neals Lane: Approximately 850 linear feet of sidewalk infill on the east side of Neals Lane between E Fourth Plain Boulevard and E 29th Street.

    Site 5 – Todd Road: Approximately 900 linear feet of sidewalk infill and 12" ductile iron water main improvements on the west side of Todd Road between E 18th Street and E Fourth Plain Boulevard.

    Site 6 – Stapleton Road: Approximately 4,800 linear feet of roadway restriping, ADA curb ramp retrofits and 950 linear feet of water main improvements, size to be determined at preliminary design, along NE Stapleton Road between E 18th Street and State Route 500 (SR 500).

    Site 2 – N/S Connection: Approximately 1,000 linear feet of sidewalk infill, location to be determined in preliminary design, between NE 57th Avenue and NE 62nd Avenue and extending north from Fourth Plain Boulevard to the. Approximately 75 linear feet of 8" water main between two existing lines located under parking lots on current private property.

  - **Package 2 (if necessary)** | N/S Pedestrian Connection (NE 57th Ave to NE 62nd Ave): This scope assumes a separate package is not required. If a separate package is deemed necessary, an amendment will be prepared to include Site 2 in a separate Package 2.

- **Second NEPA Permitting Approval** – Anticipated as a Documented Categorical Exclusion (DCE)
  - **Package 3** | Rossiter Pedestrian Bridge: Site 1

    Site 1 Rossiter Ped Trail & Bridge: Approximately 600 linear feet of sidewalk infill and trail extension with a pedestrian bridge spanning Burnt Bridge Creek between Rossiter Lane and the existing Burnt Bridge Creek Trail within the existing BPA powerline corridor.

City-Designed Sites:

The City will be responsible for all design, plans, specifications and estimates associated with the following City-Designed improvements:

- **Site 7:** Fourth Plain Enhanced Pedestrian Crossing
- **Site 8:** Fourth Plain and Laurel Place HAWK Crossing
- **Site 9:** Fourth Plain and Watson HAWK Crossing
- **Site 10:** E 18th Street and Devine Road Intersection Improvements

Consultant shall include these sites in the Environmental Permitting, NEPA/SEPA documentation as part of Package 1 as described in Task 3 below.

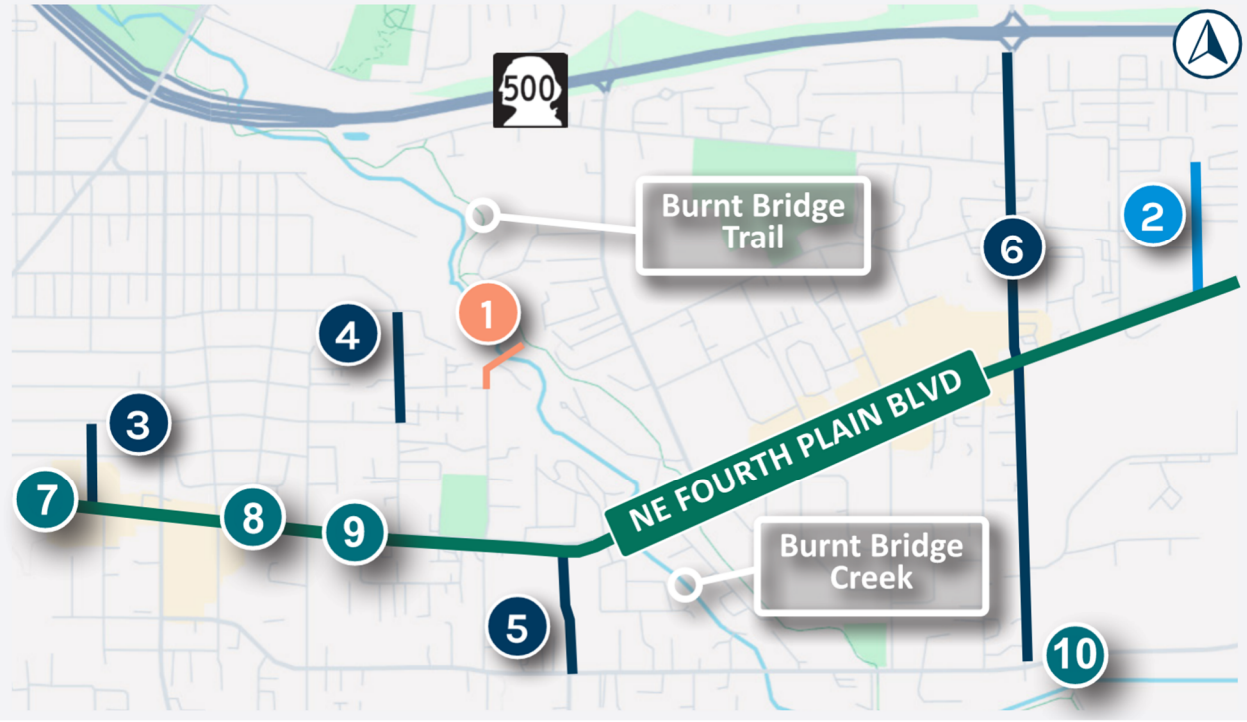


Figure 1 - Project Site Key Map

City Responsibilities

The City will be responsible for the following:

- Provide a Project Manager/Engineer responsible for the overall project management and coordination between the Consultant and the City including review of and written comments pertaining to Consultant submittals.

- External stakeholder coordination and engagement, including coordination with regulatory agencies except as noted in this scope of work.
- Provide copies of sample City projects, documentation and guidelines. Provide electronic files of City standards including title blocks, standard details for streets, traffic signal, street lighting and other available details pertaining to the project.
- Provide copies of all past as-built plans, record drawings, or any other relevant information pertaining to this project.
- Provide topographic survey, survey data and/or survey control information (if any) and Ortho and Aerial Imagery of the associated project area sufficient to prepare final design as part of this scope of services. Obtain additional survey, as mutually agreed upon with the Consultant.
- Legal descriptions, title reports and Right-of-Way acquisition services for temporary and permanent acquisitions.
- Provide Right-of-Entry permits to access private properties necessary to complete the Consultant scope of services.
- Provide a list of local contacts for utilities within the project limits.
- Provide the type, size and material of any existing water and sewer lines within the project limits.
- Provide illumination and traffic signal design, as warranted, to support the design of sites within this scope of work.
- Provide recent traffic volumes and classification counts (or assumed ESALs per roadway) necessary to prepare proposed pavement designs as depicted in the scope below.
- City will lead development of any public engagement materials, flyers, and mailers for the project. Consultant will support by providing technical assistance with content and graphics as part of the design tasks below.

Scope of Services

Consultant will perform the following services. Items not currently included within the scope can be added under a supplemental agreement later or within a contingency task as part of this contract. The Scope of Services is broken down by the following Tasks:

Task 1 – Project Management and Administration

Task 2 – Geotechnical Engineering

Task 3 – Environmental Permitting

Task 4 – Package 1 Preliminary Design and Alternatives Comparison - Sidewalk and Mobility Improvements

Task 5 - Package 1 Design Engineering: Plans Specifications and Estimate (PS&E) – Sidewalk and Mobility Improvements

Task 6 – Package 3 Design Assumption Validation and Alternatives Analysis – Rossiter Pedestrian Trail & Bridge

Task 7 - Package 3 Design Engineering: Plans Specifications and Estimate (PS&E) – Rossiter Pedestrian Trail & Bridge

Task 8 – Bid Support and Design Support During Construction **(RESERVED)**

Task 9 – Construction Management and Inspection Support (RESERVED)

Task 1 - Project Management and Administration

Objective

Provide overall leadership and team strategic guidance aligned with the City of Vancouver staff objectives. Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.

Activities

1.1 Project Management

- The Consultant shall provide management, coordination, and direction to the Project team to complete the project on time and within budget. The City fosters a partnership approach of all stakeholders in the Project. The Consultant shall integrate this strategy into the overall management approach.
- The Consultant shall prepare monthly progress reports.
- The Consultant shall schedule Project team meetings and prepare meeting agendas. This includes a Project kick-off meeting, monthly progress meetings, review meetings and coordination meetings.
- The Consultant shall establish a quality management program and designate responsibility for review of technical work and other deliverable products.

1.2 Project Coordination

- Consultant will maintain communication with the City through meetings via voice, email, and fax communication.
- The Consultant shall organize and hold Project meetings with key Project team members, as well as representatives from the City of Vancouver and other agencies as needed. These meetings shall have specific agendas addressing and resolving Project issues as they are encountered.
- The Consultant shall coordinate Consultant tasks and activities with the City. This shall include using bi-weekly meetings with City staff to plan and coordinate upcoming activities.
- The Consultant shall coordinate with private and public utilities, including power, communications, cable, gas and other utilities.
- The Consultant shall coordinate with Bonneville Power Administration (BPA).
- The Consultant shall coordinate with property owners adjacent to the Project who will be affected by the roadway design. Prior approval from the City's Project Manager will be required before any contact with neighborhood association(s) or private property owners occurs.

1.3 Project Scheduling

- The Consultant shall prepare and submit an activities list and schedule to the City following the Notice to Proceed. The schedule shall show appropriate milestones for the Project, including intermediate and final submittal dates for design documents and key decision points.
- The Consultant shall revise the schedule to reflect changes in the Project milestones and timelines.

Task Deliverables

- Meeting Minutes
- Monthly Progress Reports
- Project Schedule and Schedule Updates

Assumptions

- Consultant assumes a Notice to Proceed date by December 5, 2025.
- Consultant assumes bi-weekly, up to forty (40) one-hour meetings with the Consultant's Principal-in-Charge or Project Manager and the City Project Manager.
- Project duration will be 20 months, therefore it is assumed that there will be up to 20 progress payments/status reports.
- No formal public engagement in the form of public meetings or open houses will be conducted as part of this project and scope. Consultant will provide design content as part of the individual design tasks below to support City-developed flyers and mailers for local impacted residents.

Task 2 – Geotechnical Engineering

Objective

Provide geotechnical services to support alternatives analysis and design efforts including field explorations, analysis, and recommendations for design and construction of project elements.

Activities

2.1 Geotechnical Management & Coordination

- The Consultant shall prepare an exploration work plan for any required geotechnical explorations. The plan shall show the proposed locations, anticipated termination depths, and other pertinent information. The exploration work plan shall be submitted to the City for review and approval prior to commencement of exploration operations. Two exploration work plans will be provided: one for Package 1 and 2 mobility improvements, and one for Package 3 mobility improvements.
- The Consultant shall provide written notice (one-week minimum) to the City regarding exploration operations and provide Traffic Control Protection (TCP) plans, if needed.
- The Consultant shall obtain and review available geotechnical and geological information, including previous reports for the Project and regulations concerning sampling requirements.
- The Consultant shall coordinate their work with the project archaeologist so that earth-disturbing field activities are reviewed by the archaeologist, as necessary.
- The Consultant shall participate in meetings with the design team to provide geotechnical consultation during the course of the project. It is anticipated that this will consist of one kickoff meeting, two meetings to discuss the geotechnical fieldwork, six meetings to discuss Packages 1 and 2 mobility improvements, and six meetings to discuss Package 3 mobility improvements. The meetings shall be attended by one or two Consultant representatives and it is assumed that each meeting will last one hour.
- Consultant shall provide preliminary desktop review support for alternatives analysis of both packages (Task 4 and Task 6).
- The Consultant shall provide up to 16 hours of preliminary desktop review and support for Rossiter pedestrian bridge alternatives analysis as it relates to geotechnical aspects as needed.

2.2 Traffic Control Plans for Geotechnical Explorations

- The Consultant shall prepare traffic control plans for the exploration operations and coordinate the details with the City. Traffic control plans shall be submitted to the City for review and approval. Vehicular flaggers and signing will be required, based upon the approved traffic control plans.

2.3 Field Explorations

- The Consultant shall call 811 for public locates and will also arrange for a private utility locator (with consultation with the City). All geotechnical soil samples shall be collected and labeled for laboratory testing. The Consultant shall provide percolation data where infiltration facilities are proposed. Infiltration tests shall be performed within soil borings using encased falling head test methods in general accordance with City requirements.
- The Consultant shall provide traffic control at exploration locations, in accordance with the approved work plans and traffic control plans.
- Field explorations for Packages 1 and 2 mobility improvements:
    - Site 3: Z Street Sidewalk Infill (Fourth Plain Blvd – NE 26th St). The Consultant shall perform one infiltration test at a depth of up to 2 feet in a mechanical soil boring to support the design of a new infiltration swale. The boring shall extend to a depth of up to 17 feet to determine if shallow groundwater is present.
    - Site 4: Neals Lane Sidewalk Extension (NE 26th St – NE 29th St). The Consultant shall perform two infiltration tests at depths of up to 2 feet in mechanical soil borings to support the design of new infiltration swales. The borings shall extend to depths of up to 17 feet to determine if shallow groundwater is present.
    - Site 5: Todd Road Sidewalk Infill (Fourth Plain Blvd – NE 18th St). The Consultant shall perform two infiltration tests at depths of up to 2 feet in mechanical soil borings to support the design of new infiltration swales. Pavement cores shall be collected in the borings to support the design of new pavement. The borings shall extend to depths of approximately 17 feet to support the design of new utility lines and to determine if shallow groundwater is present. The consultant shall perform two dynamic cone penetration (DCP) tests to support the design of new pavement.
    - Site 6: Stapleton Road Mobility Improvements (18th St – SR500). The Consultant shall perform two mechanical soil borings to depths of approximately 10 feet to support the design of a new utility line. Pavement cores shall be collected in the borings to support the design of pavement patches above the new utility line. The consultant shall perform two DCP tests to support the design of new pavement patches.
    - Site 2: N/S Pedestrian Access (NE 57th Ave – NE 62nd Ave). The Consultant shall perform one infiltration test at a depth of up to 2 feet in a mechanical soil boring to support the design of a new infiltration swale. The boring shall extend to a depth of up to 17 feet to determine if shallow groundwater is present.
    - Contingency: *The City of Vancouver's Surface Water General Requirements indicates that piezometer installation should be considered to determine if groundwater is located within 15 feet of the base of an infiltration facility. If data from the explorations or published sources indicates that groundwater may be located within 15 feet of the base of an infiltration facility, the Consultant shall consider installing a piezometer and monitor groundwater elevations through at least one wet season. Piezometers shall not be installed if data indicates groundwater is located deeper than 15 feet below the base of an infiltration facility. The Consultant shall install dataloggers with the piezometers and shall perform up to three site visits to download the groundwater data.*

- Contingency: *It is anticipated that the Consultant can complete the Package 1 and 2 field explorations within 3 days. However, infiltration rates can vary significantly, which can increase the amount of time required to perform the infiltration testing. The costs for an additional day of drilling to complete the infiltration testing shall be included as a contingency task.*

- Field explorations for Package 3 mobility improvements:
  - Site 1: Rossiter Ln – Burnt Bridge Creek Pedestrian Connector. The Consultant shall perform up to four hand auger borings to depths of up to 10 feet, up to five mechanical soil borings to depths of up to 20 feet to 100 feet, and a cone penetration test (CPT) probe to a depth of up to 100 feet to support the design of a new pedestrian bridge and new retaining walls. It is assumed that the total footage of the mechanical borings will not exceed 300 feet. These explorations shall be performed at approach embankments, bridge abutments, and retaining walls, depending on access and permitting constraints. The explorations may be performed within the BPA right-of-way or may be performed on public property. Depending on access constraints and soil conditions, the Consultant may substitute some of the mechanical borings with alternate exploration techniques such as geophysical testing, direct-push drilling, CPT probes, hand augers, or other methods. The purpose of the CPT probe is to obtain seismic shear wave velocity measurements of the soil, which will be used in the seismic analyses. If data from the borings indicates that a CPT probe cannot be advanced due to excessive gravel, then geophysical testing may be used instead of the CPT probe to obtain the required shear wave velocity measurements. The Consultant shall perform up to four DCP tests to support the design of new pavement for trails or road patches.

2.4 Laboratory Testing

- The Consultant shall perform all necessary laboratory tests for stability, settlement, and foundation designs. The laboratory tests shall be selected based on the subsurface conditions encountered, but may include standard classification, consolidation, and strength testing. For preliminary planning purposes, the laboratory testing described below may be performed for this project.
- Laboratory testing for Package 1 and 2 mobility improvements:
  - 32 moisture content determinations
  - 10 percent fines determinations (percent passing the No. 200 sieve)
  - 2 Atterberg limits determinations
- Laboratory testing for Package 3 mobility improvements:
  - 90 moisture content determinations
  - 20 percent fines determinations (percent passing the No. 200 sieve)
  - 4 Atterberg limits determinations
  - 2 unit weight determinations
  - 2 incremental consolidation tests
  - 2 grain size determinations
  - Contingency: *A suite of cyclic direct simple shear tests that will be used to evaluate the seismic performance of the soil. This testing shall only be performed if liquefaction-susceptible fine-grained soil is encountered.*

2.5 Geotechnical Analysis

Geotechnical engineering analyses shall be accomplished which will lead to the preparation of preliminary findings and recommendations concerning the following:

- Embankment stability, design and construction criteria, including permanent slopes, fill materials (dry and wet weather), compaction criteria, site preparation, estimated settlements, surcharge fills (if appropriate), and earthwork.
- Slope stability for temporary and permanent cut slopes with associated sub-drainage, if appropriate.
- Lateral earth pressure criteria and stability considerations for sound wall/retaining wall alternatives.
- Seismic performance of subsurface soil, including evaluating the potential for liquefaction, lateral spreading, and seismic settlement.
- Bridge shallow or deep foundation support recommendations.
- Pavement design including recommendations for pavement type and structural sections.
- The feasibility of on-site disposal of stormwater and infiltration design criteria, if appropriate.

2.6 Geotechnical Report Preparation

- The Consultant shall prepare a Draft Geotechnical Report summarizing all results of the field exploration and laboratory testing program and analysis results, conclusions, recommendations, and comments. The draft report shall be submitted to the City for review and comment. Two draft geotechnical reports will be provided: one for Package 1 and 2 mobility improvements, and one for Package 3 mobility improvements.
- The Consultant shall incorporate review comments into a Final Geotechnical Report. The final report shall be submitted to the City. Two final geotechnical reports will be provided: one for Package 1 and 2 mobility improvements, and one for Package 3 mobility improvements.

Task Deliverables

- Exploration work plan for Package 1 mobility improvements
- Exploration work plan for Package 3 mobility improvements
- Draft geotechnical report for Package 1 mobility improvements
- Draft geotechnical report for Package 3 mobility improvements
- Final geotechnical report for Package 1 mobility improvements
- Final geotechnical report for Package 3 mobility improvements

Assumptions

- The preferred pedestrian bridge alignment has been determined prior to the development and submission of the exploration work plans. The bridge will be a single-span structure and it will not be necessary to drill a boring or perform brush clearing at the base of the stream channel. The drilling sites are accessible using a truck-mounted drill rig or a track-mounted drill rig. It is assumed that the subsurface exploration program can be completed without time delays associated with permitting, clearances, cultural resource monitoring, property access approvals, or other site access coordination activities completed by others. If the Consultant has mobilized to the project site and the subsurface exploration program is subsequently delayed by a lack of access to the exploration locations, the Consultant will put the subcontractors and field staff on standby, and the standby time will be billed on a time-and-expenses basis until the issue is resolved.

- The explorations can be completed on weekdays between 8:00 a.m. and 6:00 p.m. It is assumed that the explorations will be completed during two mobilizations: one for Package 1 and 2, and one for Package 3. The per-unit exploration costs may increase if some of the explorations are deleted.
- Suitable exploration areas can be found that are free of overhead and underground utility conflicts.
- The scope of work assumes that petroleum products or other potentially hazardous materials will not be encountered during the subsurface explorations. If petroleum products or other potentially hazardous materials are encountered during the subsurface explorations, the Consultant will immediately stop work, place the exploration subcontractor and the field staff on standby, and contact the City for further guidance. The standby time has not been included in the cost estimate and will be billed on a time-and-expenses basis.
- At Site 2, no soil boring will be required to support the design of a new water line connection.
- At Site 1, advanced laboratory testing that consists of cyclic direct simple shear tests to evaluate the seismic performance of the soil is included as a contingency task. Authorization for this contingency testing will only be requested if it is determined to be beneficial to the project, based on the soil conditions encountered in the explorations.
- Scour evaluations and archaeological monitoring, if necessary, will be performed by other members of the design team.
- No permit fees or additional 3rd party monitoring is included in this scope of services.
- Post-report consultation, retaining wall design, and construction-phase services are not included in this proposal. If requested, these services can be provided for an additional fee.

Task 3 – Environmental Permitting

This task will include environmental permitting, NEPA and SEPA for the project.

Activities

Task 3.1 Permit Evaluation, Facilitation, and Tracking

To evaluate effects of the project and accelerate project progress, WSP will conduct a review of previously prepared documents, reports, and studies prepared from previous projects in the project area. WSP will contact staff at the various agencies to obtain information about the area. The evaluation will determine if the proposed project is within the original area of potential effect of previous projects and to what extent the materials can be used to support the NEPA, SEPA and permitting processes. The results of the evaluation will determine what discipline evaluations are needed. It is anticipated that the cultural

resources, hazardous materials, and endangered species disciplines will need to be reevaluated, at a minimum.

Using the information obtained from available sources, preliminary design, and agency websites, WSP will prepare an environmental permitting memo which will identify environmental permitting requirements and associated timescales.

Finally, this task includes the time to monitor the progress of the relevant reviewing agencies so that questions or concerns during review are addressed quickly. This will enable the NEPA documents and permit applications to be processed in a timely manner.

Assumptions:

- City will provide project reports, studies, designs and plans that are applicable to the Fourth Plain Safety and Mobility Improvements Projects.
- Environmental constraints research will be based on existing data and no site visits, field verifications, or analysis will occur.
- Task includes up to 20 hours of agency coordination time.

Deliverables:

- Draft and final memorandum summarizing relevant previous environmental studies
- Draft and final environmental permitting memorandum

Task 3.2 BPA NEPA Coordination

WSP will participate in up to three (3) virtual project coordination meetings, one (1) hour in length, jointly with the City and Bonneville Power Administration, as applicable, to discuss the NEPA categorical exclusion needed for project staff to conduct ground disturbing activities within BPA right-of-way. Prior to each meeting, WSP will discuss the meeting's agenda and materials needed with the City. The NEPA coordination meetings will begin immediately after the project kick-off meeting to provide or receive guidance and/or direction, and conduct general project coordination. WSP will prepare meeting agendas and track decisions and action items.

Assumptions:

- Two (2) WSP team staff will participate in the three (3) one (1)-hour coordination meetings with City/FHWA/BPA.
- WSP will organize the meeting time and invite the appropriate City, FHWA, and BPA attendees.
- WSP will provide the final meeting agendas and follow up with brief notes and action items.

Deliverables:

- Up to 3 draft and final meeting agendas
- Decision and Action Item log, updated up to 3 times

Task 3.3 FHWA NEPA Kick Off Meeting

WSP will schedule and organize a 2-hour NEPA kickoff that will include two primary elements:

- NEPA Kickoff meeting with FHWA staff to formalize discuss project details, project packages and schedule, confirming assumptions on bundling projects to be addressed by NEPA, and review and confirm approach and deliverables.

WSP will provide the following services to complete the NEPA kickoff:

- Prepare a NEPA kickoff meeting agenda.
- Prepare a brief summary of kickoff meeting action items.

Assumptions:

- Two (2) WSP staff will attend the kickoff meeting.
- The kickoff meeting will be up to 2 hours in length and held virtually.

Deliverables:

- Draft and final kickoff meeting agenda
- Draft and final kickoff meeting action item summary

Task 3.4 Wetland and Waters of the US Delineation

WSP will delineate the boundaries of any jurisdictional wetlands and the ordinary high-water mark (OHWM) of Burnt Bridge Creek within the project area, in accordance with the criteria and methods described in the U.S. Army Corps of Engineers (USACE) 2010 Regional Supplement to the USACE Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region – Version 2.0 (USACE 2010). The project area has been preliminarily identified to include the bridge crossing and a distance not greater than 100 feet from the center of the bridge crossing.

The delineation will entail collecting and reviewing background information, as well as conducting the actual delineation fieldwork. WSP will review background information, including soil maps, topographic maps, National Wetland Inventory maps, and recent and historic aerial photos. These will assist in determining the potential location of jurisdictional wetlands and/or waters for field investigation. During field investigation, WSP will collect the appropriate data (i.e., vegetation, soil profile, hydrology indicators), determine the wetland and/or water boundaries based on field observations and record the boundaries using a GPS unit capable of post-processed sub-meter accuracy, and flag them in the field for future professional land survey and verification by regulating agencies.

Once all fieldwork is complete, WSP will prepare a project-specific wetland and waters delineation and assessment report for the study area that summarizes the findings of the field investigations. WSP will compile the data collected in the field onto wetland data sheets, OHWM data sheets, and summarize the results in report form. Pertinent records concerning wetland and/or waters alterations and site hydrology will be evaluated as required by the delineation method. All delineated wetlands will be rated using the most recent version of the Washington State Wetland Rating System for Western Washington (Washington State Department of Ecology [Ecology] 2014). The delineation report will include the graphics required for concurrency by the regulating agencies.

Two WSP staff will participate in one 2-hour meeting with the design team to discuss the mapped wetlands and/or stream within the corridor and identify opportunities to avoid and minimize impacts and permitting strategies.

Assumptions:

- One round of City review on the wetland delineation will occur; any resulting edits will be minor and will not require additional technical analysis.
- The study area for the wetland delineation will be limited to 100 feet on either side of the centerline of the bridge crossing and trail.
- Verification process with regulatory agencies is not included. If the verification process is required, a separate scope and fee will be provided.

Deliverables:

- Draft and final Wetland and Waters Delineation Report (electronic version)

Task 3.5 Package 1 NEPA Categorical Exclusion Documentation

Task 3.5.1 Package 1 | Mobility Improvements Bundle: Sites 3, 4, 5, 6 and City Designed Sites & N/S Pedestrian Access (NE 57th Ave to NE 62nd Ave): Site 2

WSP will complete the NEPA CE Documentation Form and compile the NEPA environmental documentation in accordance with NEPA Categorical Exclusions: A Guidebook for Local Agencies (WSDOT 2020) and other appropriate WSDOT and FHWA guidance documents.

Compliance with NEPA will be documented by using the CE Documentation form and supporting documentation, including technical memoranda and reports created for the project as noted below. Information regarding the type of documentation and content that is currently anticipated and necessary to appropriately assess the environmental effects of the project is shown below. The following list shows which environmental elements that will be addressed through the CE Documentation Form, the environmental elements that will require additional technical analysis and documentation, and the team member responsible for each element.

Table 1. Package 1 NEPA Environmental Elements and Proposed Documentation

NEPA ECS Environmental Elements	Proposed Documentation	Team Member Responsible
1. Air Quality	CE Documentation Form	WSP
2. Critical/Sensitive Lands	Wetland Delineation Report / CE Documentation Form	WSP
3. Cultural Resources/Historic Structures	Archaeological and Cultural Resource Report and Dept. of Archaeological and Historic Preservation Concurrence Letter	AINW
4. Floodplains and Floodways	CE Documentation Form	WSP
5. Hazardous and Problem Waste	Low Level HazMat Analysis Memorandum / CE Documentation Form	GRI / WSP
6. Noise	CE Documentation Form	WSP

NEPA ECS Environmental Elements	Proposed Documentation	Team Member Responsible
7. Parks, Recreation Areas, Wildlife Refuges, Section 4(f)/6(f), etc.	Archaeologic and Cultural Resource Report / CE Documentation Form	AINW / WSP
8. Agricultural Lands	CE Documentation Form	WSP
9. Rivers, Streams, or Tidal Waters	CE Documentation Form	WSP
10. Tribal Lands	CE Documentation Form	WSP
11. Water Quality/Stormwater	CE Documentation Form	Consor / WSP
12. Previous Commitments	CE Documentation Form	WSP
13. ESA and EFH Evaluations	No Effect Memorandum / CE Documentation Form	WSP

Assumptions:

- NEPA package will also include four City-designed intersection improvements and/or High-Intensity Activated Crosswalk (HAWK) signals, and City-design sidewalk improvements along Devine Road. City will provide design drawings and details to include in the NEPA package.
- E 18th St & Devine Road intersection improvement will not include any in-water work or any changes to the existing culvert crossing of Devine Road at Burnt Bridge Creek.
- NEPA documentation is assumed to be a CE, and the preparation of an environmental assessment (EA) or environmental impact statement (EIS) is not included in this scope of work.
- Project is located within a sole source aquifer and the EPA Sole Source Aquifer Checklist will adequately address project related effects and no additional documentation is needed.
- A noise analysis report is not needed. If a noise analysis is determined to be needed by FHWA, a separate scope and fee will be prepared.
- No Section 4(f)/6(f) properties are within the area of potential effect (APE) and none are not impacted by the project, and no additional documentation or public outreach will be required.
- There are no tribal lands within the project and no additional documentation is required
- There are no environmental commitments associated with other permits and no additional documentation is required.
- Archaeological resources and Section 106 requirements will be prepared as part of Tasks 3.13 and 3.14.
- Hazardous materials analysis will be completed as part of Task 3.15.
- One round of City revisions and FHWA comments on the CE Documentation Form will occur. These will require minor edits and will not require additional technical analysis.
- FHWA is responsible for all NEPA review timelines and approvals.

Deliverables:

- Draft, final draft, and final CE Documentation Form (electronic versions).

- Draft, final draft, and final Sole Source Aquifer Checklist (electronic versions).

Task 3.5.2 Endangered Species Act – No Effect Letter

WSP will prepare a no effect letter that documents how Packages 1 will not affect ESA-listed species. To prepare the No Effect letter, WSP will:

- Document the proposed safety improvements and detail the non-pollution generating impervious surfaces.
- Describe the known location of ESA-listed species – from existing databases – in relation to the proximity to the Package(s) sites, including a brief description and qualitative effects analysis for the project.
- Prepare up to four (4) figures, including, a vicinity map and an aerial photograph and ground-level photographs of the project site.

Assumptions:

- No ESA-listed species or critical habitats occur within or in close proximity to the project, and a biological assessment is not required.
- No quantitative assessment of stormwater pollutants is required for the no effect letter.
- Specific species surveys using standard survey protocol are excluded from this scope.
- No pollution generating impervious surfaces would be created from the Package(s).
- Draft and final deliverables will be provided in electronic format (PDF)
- The client will conduct one review cycle of the draft no effect letter.
- Client comments on draft documents will be editorial in nature and minor in content.

Deliverables:

- Draft, final draft, and final no effect letter

Task 3.6 Package 3 NEPA Documented Categorical Exclusion (Reserved)

Task 3.6.1 NEPA Documented Categorical Exclusion Form (Reserved)

Task 3.6.2 Endangered Species Act – No Effect Letter (Reserved)

Task 3.7 City Critical Areas Mitigation

Task 3.7.1 Package 1 Critical Areas Mitigation (Site 10 Devine Road Mobility Improvements)

The project area for Package 1 at Devine Road contains critical areas within shoreline jurisdiction. It is anticipated that the project will have impacts to riparian habitat as defined by VMC 20.740 and the mitigation plan will include a discussion of these impacts. To compensate for impacts to critical areas, WSP will prepare a critical areas mitigation plan that details temporary and permanent impacts to critical areas regulated by the City. WSP will prepare a mitigation plan that will result in no-net loss of functions in the Burnt Bridge Creek watershed that can accommodate wetland, wetland buffer, and/or riparian habitat mitigation. The plan will include:

- A description of temporary project impacts that can be adequately mitigated by restoring impacted areas to their existing conditions.
- A description of any permanent project impacts that require compensatory mitigation.
- Mitigation strategy that replaces wetland buffer, riparian habitat, and/or non-riparian habitat at adjacent to the pedestrian bridge crossing that results in no net loss of critical area functions and values.
- Monitoring and maintenance requirements per City code.

Assumptions:

- Temporary project impacts are adequately mitigated through construction methods, best management practices, and restoring impacted areas.
- Frequently flooded areas occur within the project area but will not be impacted.
- No direct impacts will occur to wetlands within the project area.
- Direct riparian impacts can be compensated through on-site riparian buffer enhancements or by purchasing credits at the Columbia River Wetland Mitigation Bank.
- WSP includes up to three 2-hour meetings to discuss on-site mitigation opportunities, off-site mitigation opportunities, and strategy with City staff.

Deliverables:

- Draft and final critical areas mitigation plan

Task 3.7.2 Package 3 Critical Areas Mitigation (Site 1 Rossiter Pedestrian Bridge) (Reserved)

Task 3.8 Shoreline Conditional Use Permit/Critical Areas Permit – Package 3 (Reserved)

Task 3.9 Shoreline Statement of Exemptions/Critical Areas Permit – Devine Road Sidewalk Crossing at Burnt Bridge Creek

The shoreline master program (SMP) applies to shorelands extending two hundred (200) feet in all directions from the ordinary high-water mark (OHWM) of waterbodies designated waters of the state. The proposed pedestrian mobility improvements are located within 200 feet of the OHWM of Burnt Bridge Creek and subject to the Vancouver Shoreline Master Program. The shoreline designation of this portion of Burnt Bridge Creek is High Intensity. According to Vancouver's SMP, external retrofitting of an existing structure, in this case pedestrian improvements, exclusively related with the compliance to the American Disabilities Act (ADA) or to otherwise provide physical access to the structure by individuals with disabilities qualifies under the list of exemptions, regardless of the shoreline designation.

The shoreline statement of exemption process will require documentation that shows no net loss of shoreline functions and processes within the shoreline area, along with a design that minimizes shoreline impacts, and maintains safe public access to Burnt Bridge Creek. The Shoreline Development Permit (SDP) application will require review and approval by the City Shoreline Management Review Committee and hearings examiner and up to two WSP staff would attend the hearing. Specific regulations relating to transportation uses outlined in SMP 6.3.13 and all other applicable shoreline regulations will be addressed in the application.

For the Shoreline Permit, WSP will:

- Prepare the shoreline conditional use permit application including:

- the general application form
- a written narrative indicating the specific exemption listed in Section 2.3.2 of the Vancouver SMP
- SEPA checklist (described in Subtask 3.10 of this scope of services)
- project narrative
- vicinity map showing the location of waterbodies within three-hundred feet of the improvements
- proposed engineering plans (prepared by others)

The shoreline narrative will address critical areas within shoreline jurisdiction and summarize the critical areas impacts and mitigation detailed in the Critical Areas Mitigation Plan (Subtask 3.7).

Assumptions:

- Any permit application fees will be paid by the City.
- Critical areas impacts may include both temporary and permanent impacts. City Planning staff will agree that temporary project impacts are adequately mitigated by construction methods and restoring impacted areas to their existing condition.
- The shoreline exemption will address floodplain requirements, and a separate floodplain permit is not required.
- The Shoreline Statement of Exemption application will require one round of City review.
- Critical Areas Mitigation Plan defined in Subtask 3.7 will be adequate to address critical areas impacts and no further project mitigation will be required to address project effects on critical areas.
- The City Planning Department will not require additional studies or documentation for the shoreline exemption.
- City Planning Department is responsible for all review timelines and approvals.

Deliverables:

- Draft and final shoreline narrative
- Draft and final vicinity map
- Draft and final land use permit application
- Compiled submittal package

Task 3.10 SEPA Checklist

Task 3.10.1 Package 1 SEPA Checklist

WSP will complete a SEPA checklist limited to Packages 1, which contains grading activities greater than 1 acre. The SEPA checklist will be provided to the City and the City will issue the SEPA determination.

Assumptions:

- The City-designed sites are to be included in the SEPA checklist as needed.
- WSP will not conduct any additional studies to support the SEPA checklist.
- The City will act as the SEPA lead agency and issue a threshold determination.
- The SEPA threshold determination is anticipated to be a Determination of Nonsignificance (DNS) or a Mitigated Determination of Nonsignificance (MDNS).
- A SEPA environmental impact statement will not be required

Deliverables:

- Draft and final SEPA checklist

Task 3.10.2 Package 3 SEPA Checklist (Reserved)

Task 3.11 WDFW Hydraulic Project Approval – Package 3 Pedestrian Bridge (Reserved)

Task 3.12 USACE Section 404 and Ecology Section 401 Authorization (Contingency)

3.13 Cultural Resources

3.13.1 Cultural Resources – Package 1 (Pedestrian and Mobility Improvements)

Pedestrian and mobility Improvements will be federally funded and require compliance with Section 106 of the National Historic Preservation Act (NHPA), Section 4(f) of the U.S. Department of Transportation Act, and the State Environmental Policy Act (SEPA). The Federal Highway Administration (FHWA) will serve as lead federal agency.

A cultural resources study will be completed, consisting of a survey to identify historic resources (i.e., buildings, sites, structures, objects, and districts built at least 45 years ago) and archaeological resources within the Area of Potential Effects (APE) for the project. The cultural resource survey will be directed by AINW staff meeting the professional qualifications of the Secretary of the Interior's Standards and Guidelines in Archaeology and Historic Preservation. The cultural resources survey and corresponding summary report will be prepared to Section 106 standards, providing information for FHWA and for SEPA submittal.

The following tasks will be performed:

- AINW staff will coordinate with the City and the consultant team to develop an APE for FHWA review and approval. AINW will provide a draft and final consultation letter for FHWA to distribute to the Washington Department of Archaeology and Historic Preservation (DAHP) and Tribes that details the undertaking, the APE, and the methodology for cultural resources documentation.
    - The City of Vancouver and/or the City's consultant team will provide the following to AINW to incorporate into the document.
        - A narrative description of the project and proposed design features.
        - Anticipated depth of ground disturbance for design features.
        - Spatial data for the limits of ground disturbance and/or the project's APE.
- The field investigation for archaeology will consist of a pedestrian survey and shovel testing. AINW staff will survey the APE from existing rights-of-way and City-owned land. If access to private property is needed to complete the survey, AINW will request that the City of Vancouver obtain rights of entry.
    - AINW archaeologists will walk the APE using pedestrian transects spaced approximately 10 meters (30 feet) apart or less. The purpose of the archaeological pedestrian survey will be to identify archaeological resources on the ground surface, if any are present, and to identify areas for shovel testing to look for evidence of buried archaeological resources within the APE.

- AINW will excavate up to 4 shovel tests in unpaved areas that will be impacted by the project along N Devine Road.
    - It is assumed that shovel testing will be limited to rights-of-way and City-owned land, and that shovel testing will not be necessary on private land.
    - The shovel tests will measure at least 30-centimeters in diameter and be excavated to a minimum depth of 50 centimeters, unless obstructed. Excavation in a sample of the shovel tests will be extended using a 15-centimeter-diameter bucket auger to look for evidence of deeper archaeological deposits.
    - If artifacts are encountered, they will be bagged, labeled, and reburied in the shovel test where they were observed. Artifacts will not be collected. Shovel tests will be backfilled upon completion.
    - Up to 1 archaeological site will be identified and recorded as a result of the survey.
- AINW staff will survey the APE for historic resources (i.e., buildings, sites, structures, objects, and districts built at least 45 years ago). It is assumed that up to 20 historic resources will be identified within the APE and on parcels crossed by the APE.
    - AINW architectural historians will collect data on physical features, setting, and historical integrity for each historic resource from existing rights-of-way and City-owned property.
    - Historic Property Inventory Forms will be prepared in the WISAARD database for each historic resource identified, unless the resource is a historic district.
    - AINW architectural historians will evaluate the eligibility of each historic resource for listing in the National Register of Historic Places (NRHP) and assess the potential for historic resources to be adversely affected by the project.

Assumptions:

- The APE will encompass all proposed acquisitions, easements, and staging areas necessary to construct the project.
- Up to 4 historic properties will be identified that are eligible for listing in the NRHP.
- The project will have no adverse effect on historic properties under Section 106 of the NHPA.
- It is assumed the project will not encroach upon the boundary of a historic site as defined by Section 4(f) of the U.S. Department of Transportation Act.
- If an archaeological site is found that cannot be avoided by the project, additional archaeological work may be needed to delineate the boundary of the site within the APE and/or to evaluate the site for NRHP eligibility.
- If a historic property is listed in or eligible for listing in the NRHP and will be adversely affected by the project, additional work would be needed to assist the City with resolving the adverse effect through avoidance, minimization, or mitigation.
- If a use of a historic site is likely to occur under Section 4(f) of the U.S. Department of Transportation Act, additional work may be needed, such as completion of a Section 4(f) evaluation, that is not included in this scope of services.
- City designed sites 7, 8 and 9 will require no impacts to right-of-way and will not require any cultural resource survey or historic resource evaluation.

Deliverables:

- Draft and final letter for FHWA's use in initiating consultation with DAHP and Tribes regarding the project, the APE, and cultural resource studies.

- AINW will submit a draft and a final report detailing the findings of the survey. The report will include all appropriate maps, photos, sketches, site forms, and a bibliography of all consulted source material. The report will include findings and recommendations for cultural resources within the project area. Resource forms will be appended to the report.

3.13.2 Cultural Resources – Package 3 (Rossiter Pedestrian Bridge) (Reserved)

3.14 Tree Removal Permitting & Consultation (RESERVED)

3.15 Hazardous Materials Investigation

The Consultant shall perform a Level 1 analysis of hazardous material (HazMat) investigation. Contaminated soil may be encountered in this Project. Metals, pesticides, and petroleum products may be present in the soil. The HazMat investigations shall be performed at the Consultant-designed sites that are part of Package 1, as well as the four City-designed sites.

- The Consultant shall review available federal and State environmental records for hazardous waste generators, documented leaking or permitted underground storage tanks ("USTs"), sites with known or suspected releases, landfill sites, and Superfund sites using government web-based databases or using a commercial database search report.
- The Consultant shall conduct a site reconnaissance that consists of systematically traversing the Project area and viewing adjacent properties from roadways and public access areas. The Consultant shall include photographs documenting Project observations in the HazMat Analysis Report. The Consultant shall use the reconnaissance to identify potential sources of contamination that could impact the proposed Project during construction or that could result in encountering contaminated materials or acquiring contaminated property.
- The Consultant shall conduct historical research to assess past uses of the Project and adjacent properties starting in 1920 and at 10-year intervals to present time. The Consultant shall note data gaps in the HazMat Analysis Report. The historical research shall include a review of historic aerial photographs or Sanborn fire insurance maps, if available.
- The Consultant shall prepare a draft and final HazMat Analysis Report to include a description of field observations, information from state and federal environmental databases, Ecology file review information, historic land use; a scaled map showing the location of all identified potential sources of contamination, photographs, copies of historic data, copies of State and Federal databases, and any other relevant documentation. The HazMat Analysis Report shall include conclusions that identify specific sources of contamination that could impact the Project or the proposed construction work and recommendations for further investigation or remediation.

Assumptions

- No interviews with property owners, subsurface sampling, or testing will be completed as part of the HazMat investigation.
- HazMat Investigation for Package 3 is excluded from this scope of work to be added under a future amendment.

Deliverables

- Draft Package 1 HazMat Analysis Report
- Final Package 1 HazMat Analysis Report

Task Deliverables

- As detailed by subtask above.

Assumptions

- As detailed by subtask above.

Task 4 – Package 1 Design Assumption Validation and Alternatives Analysis – Sidewalk and Mobility Improvements

Objective and Activities

4.1 Preliminary Design and Alternatives Comparison

The Consultant shall develop Package 1 preliminary design layouts and perform comparisons of alternatives for City review and approval. The Consultant shall arrange for and attend a review meeting with City staff to discuss comments and City input prior to proceeding with 60% design. The following effort is expected for preliminary design of each site:

- **Site 3 - Z St:** One (1) 2D Preliminary Design Layout
- **Site 4 - Neals Lane:** One (1) 2D Preliminary Design Layout
- **Site 5 - Todd Road:** One (1) 2D Preliminary Design Layout
- **Site 6 - Stapleton Road:** Alternatives Comparison memorandum comparing up to three (3) 2D Preliminary Design Layout alternatives.
    - Perform desktop and field evaluation of up to nineteen (19) existing curb ramps to identify up to twelve (12) locations proposed for retrofit and replacement.
    - Consultant shall prepare 2-demensional (2D) cross sections for up to 3 re-channelization alternatives at no more than 3 recommended locations along Stapleton Road (to be reviewed and agreed upon by City staff). Cross sections will show schematic representations of treatments including pavement markings and delineators, with approximate dimensions including widths of lanes and buffers.
    - Consultant shall prepare one (1) 2D layout for up to three (3) alternatives. Each alternative layout will include impacts at intersections along the corridor and coordinate with the City to identify possible impacts to signals.
    - Consultant shall identify likely relative impacts of the proposed alternatives. These impacts may improve qualitative analysis of vehicle operations and Level of Traffic Stress (LTS) for pedestrians and cyclists per WSDOT Active Transportation Local Agency Guidelines.
    - Consultant, in coordination with City Staff, shall recommend an alternative for advancement. The recommended alternative will be reviewed and approved by City Staff before being identified as the preferred alternative.
    - Consultant shall summarize the findings of the alternative analysis in a summary memorandum. Draft memorandum will be provided for City Staff Review before finalizing. The Draft memo will identify the recommended alternative, and the preferred alternative will be identified in the final memo.
    - Consultant will coordinate with City staff through a series of review meetings as part of the regular project progress meetings.

- **Site 2 - N/S Connector:** Alternatives Comparison memorandum comparing up to two (2) 2D Preliminary Design Layout alternatives including sidewalk infill at NE 34th Street curb ramps and the N/S connector sidewalk pathway between private properties.
    - Consultant, in coordination with City Staff, shall recommend an alternative for advancement. The recommended alternative will be reviewed and approved by City Staff before being identified as the preferred alternative.
    - Consultant shall summarize the findings of the alternative analysis in a summary memorandum. Draft memorandum will be provided for City Staff Review before finalizing. The Draft memo will identify the recommended alternative, and the preferred alternative will be identified in the final memo.
    - Consultant will coordinate with City staff through a series of review meetings as part of the regular project progress meetings.

Task Deliverables

- 2D Preliminary Design Layouts and cross sections in roll plot format (PDF).
- Draft & Final Stapleton Road Alternatives Memorandum, with Identified Recommended (Draft) & Preferred (Final) Alternative, including existing curb ramp evaluation for Stapleton Road (PDF)
- Draft & Final N/S connector Alternatives Memorandum, with Identified Recommended (Draft) & Preferred (Final) Alternative
- Comment Review meeting agenda and notes (PDF)

Assumptions

- The Alternatives Comparison memorandums will include but not be limited to comparisons of constructability, ROW impacts, safety, utility impacts, ease of maintenance, environmental impacts and cost.
- Unless otherwise stated above, a single preliminary design deliverable will be provided. Effort to address preliminary design comments will be included in 60% design task.
- No 3D design to be completed for this deliverable.

Task 5 – Package 1 Design Engineering: Plans Specifications and Estimate (PS&E) – Sidewalk and Mobility Improvements

Objective

The Consultant team will progress the agreed upon layouts and prepare the Package 1 design from 60%, through 90%, and prepare Final Design packages consisting of plans, specifications and estimate (PS&E) construction contract documents. Where applicable, design will follow City of Vancouver Standards and Specifications. The sidewalk and bicycle designs will meet Washington State Regulations, ADA and U.S. Access Board requirements. If these requirements cannot be met, we will provide the City with an estimate to prepare a design exception. The Consultant team will be responsible for providing design engineering services and quality assurance/quality control (QA/QC) for the deliverables outlined below for the following submittals for each package:

- 60% Submittal
- 90% Submittal

- 100% Final Design submittal

For budget purposes, this scope assumes the preferred alternative for Site 6 - Stapleton Road will require no signal modifications nor illumination and consist mainly of signing/striping improvements, water main replacement and up to 12 ADA curb ramp replacements. Additionally for budget purposes, the preferred alternative for Site 2 – N/S Connector will consist only of sidewalk infill along NE 34th Street, proposed water main replacement on private property and will require no illumination improvements.

Activities

5.1 Site Investigation, Utility Data Collection and Coordination

- The Consultant shall perform one (1) site visit to confirm existing conditions and identify potential utility conflicts.
- The Consultant shall review existing information and review the available utilities' records within the Project boundaries from the individual companies. The Consultant shall work directly with the owners of existing utilities in conflict, requiring relocation within the existing right-of-way to identify requirements related to their relocation or modification. Potholes, if necessary, will be the responsibility of the utility providers and locations will be surveyed by the City.
- Design plans shall be sent to the utility companies at the completion of 60%, 90% and 100% completion stages. It is anticipated that up to ten (10) utility coordination meetings shall be held for this package.

5.2 Package 1 Stormwater Design

Stormwater design effort under this section includes review of existing drainage patterns, proposed improvements and stormwater runoff modeling of the project site using HydroCAD to develop a design of stormwater conveyance and disposal facilities, as well as a draft and final stormwater report demonstrating project compliance with requirements from the 2024 Stormwater management Manual for Western Washington. Available data relating to the drainage and water resources for the Project area shall be collected and reviewed from Federal, State and local agencies. Existing and proposed drainage features and information on drainage problem areas shall be incorporated into the Project plan and profile sheets, along with establishing groundwater elevations.

Stormwater reporting will be developed per City of Vancouver requirements. Components of the Preliminary and Final Stormwater Reports include:

- Project overview
- Reporting of surface area types
- Documentation for compliance with applicable minimum requirements
- Supporting calculations (BMP sizing and modeling, conveyance)
- Off-site analysis, including downstream flow patterns observed during the site visit and determined from topographic information will be documented in the report.
- Threshold Discharge Area (TDA) evaluation and delineations. The TDA delineation will be based on review of available City GIS maps and record drawings, topography, and field observations. Downstream flow paths extending ¼ mile downstream/down-gradient of the project limits will be identified on the exhibit.
- Attachment A – Maps:

    - Existing Conditions Site Map
    - Proposed Conditions Basin Map, including conveyance and BMP catchment Areas
    - Other Maps as required
- Attachment B - Hydrologic/Hydraulic modeling results:
    - Western Washington Hydrology Model (WWHM) BMP modeling results as required for flow control facilities
    - Conveyance modeling results using HydroCAD or AutoDesk Storm and Sanitary Analysis (SSA)
- Attachment C – Operations and Maintenance Manual (Placeholder for preliminary report, will be completed for final version of stormwater report)
- Attachment D – Stormwater Pollution Prevention Plan (SWPPP)

Assumptions:

- City will provide the available record drawings for the project area.
- All project sites will be addressed within a single Stormwater Report
- Project will be categorized as a redevelopment project and new and replaced impervious surfaces will not exceed 50% of the total existing impervious surface area within any site area
- Project will exceed 5,000 sqft of new and replaced pollution generating impervious surface and will require compliance with minimum requirements 1 through 5 for new and replaced hard surfaces and the land disturbed
- Minimum requirements 6 through 9 will apply to new hard surfaces and converted vegetation areas only. Existing and replaced hard surfaces will not require treatment or flow control.
- The project will require no proposed flow control facilities.
- Z Street will require no treatment, proposed planter strip will be sufficient for managing stormwater. No new inlets will be required, adjustment of existing inlet is assumed.
- Neals Street will require no treatment, proposed planter strip and reduced impervious area will be sufficient for managing stormwater. No new inlets will be required, adjustment of existing inlets is assumed.
- Todd Road will require assessment of existing conveyance systems to determine extent of proposed stormwater facilities. Assume up to two (2) treatment catch basins and existing drywells will be sufficient to manage proposed stormwater. No new inlets will be required, adjustment of existing inlets is assumed.
- Stapleton Road will include no stormwater improvements or design.
- N/S connector will require no treatment, proposed planter strips or pervious sidewalk pavement will be sufficient to manage proposed stormwater. No new inlets or adjustment of existing inlets will be required.
- Project stormwater drawings will be used to satisfy the stormwater site plan/development plan drawing requirement. No separate stormwater site plan/development plan drawing will be created.
- Preliminary stormwater report will be submitted with the 60% progress set and the final stormwater report will be submitted with or shortly after the 90% progress set.

Deliverables:

- Preliminary Stormwater Report (PDF)
- Final Stormwater Report (PDF)

5.3 Package 1 Water and Sanitary Utility Design

Consultant shall prepare water and sanitary sewer design in accordance with City Standards to incorporate into the Package 1 PS&E documents for the following improvements:

- Proposed water utility design will be completed for the following locations:
  - Todd Road – approximately 900 linear feet of 12" water main from 18th Street to Fourth Plain Boulevard
  - N/S Connection – approximately 75 linear feet of 8" water main to connect between two existing mains
  - Stapleton Road – approximately 950 linear feet of water main (size to be determined during Preliminary design) between Nicholson Road and SR 500.
- No proposed sanitary improvements are included in Package 1.

5.3.1: Utility Preliminary Design

This task includes the development of preliminary water and sewer utility design within Package 1. Water and sewer utility service preliminary design will be developed based on the City of Vancouver standards. This will establish the base design used by the project team for the development of final design utility drawings.

- Draft Water Preliminary Design Technical Memorandum
  - Review existing water infrastructure within the project area and evaluate potential tie-in locations to existing pipelines and location and size water services/hydrant locations.
  - Verify City planned pipe size and materials as identified in the City CIP for water system improvements.
  - Development of preliminary water plans.
  - AACE Class 3 Construction Cost Estimate for associated water project improvements.
- Review Meeting with the City to discuss concept water and sewer utility service approach.
- Final Water Design Criteria Technical Memorandum
  - Updating of the Draft Water Preliminary Design Technical Memorandum per outcomes of the meeting above.

Assumptions:

- City will provide the available record drawings for the project area.
- Anticipated water demands, fire flow requirements, and sewer flows to be provided by City or based on City water planning criteria.
- Sewer modeling is not included for this project.
- Water system modeling is not included for this project.
- Water Preliminary Design Technical Memorandum will include results of evaluations, recommendations and preliminary drawings for the water improvements.
- No water profiles will be developed at preliminary.
- Utility Review Meeting will be up to one (1) hour in duration, with up to three (3) consultants in attendance.
- Effort to deliver PS&E documents after Preliminary Design will be captured in Task 5.4.2.

Deliverables:

- Draft Water and Sewer Preliminary Design Technical Memorandum

- Review Meeting agenda and minutes
- Final Water and Sewer Preliminary Design Technical Memorandum

5.3.2 – Utility 60%, 90%, and Final PS&E

This task includes the development of the final water and sewer design within Package 1, including refinements based on City comments and preparation of the PS&E construction documents for the 60%, 90%, and Final submittals. The design will include the recommendations from the Water Preliminary Design Technical Memorandum completed as Task 5.4.1. Quality control reviews of the project deliverables shall be accomplished under the tasks as outlined in this scope of work.

Assumptions:

- See Exhibit A.1 – Draft Sheet List for the list of anticipated sheets to be included in the 60%, 90% and Final deliverable. The total sheet count for each package are as follows:
    - Package 1 – 9 sheets
- Utility Review meetings will be up to one (1) hours in duration, with up to three (3) consultants in attendance.

Deliverables:

- 60% Package: 60% Plans, Special Provision TOC, AACE Class 2 Construction Cost Estimate
- 90% Package: 90% Plans, Special Provision, AACE Class 2 Construction Cost Estimate Update
- Final Package: Final Plans, Special Provision, AACE Class 1 Construction Cost Estimate

5.4 60% Design: Package 1 – Mobility Improvements

The 60% design documents will be advanced from the previous submittal (incorporating review comments as appropriate). These documents will consist of plans, a bid item list, and an opinion of probable construction cost. Additionally, consultant will complete quality control/quality assurance reviews of 60% deliverables and lead a 60% design review meeting with City staff.

Additionally, Consultant will prepare:

- Detailed grading of ADA facilities.
- Preliminary cut and fill line determination.
- Signing & striping plan & detail sheets.
- Preliminary stormwater analysis using the Western Washington Hydrology Model (WWHM), HydroCAD software or AutoCAD SSA program, preliminary basin delineation map and layout required form flow control and/or treatment facilities.
- Calculate quantities and prepare a 60% engineer's estimate of construction costs.

See Exhibit A.1 – Draft Sheet List for the list of anticipated sheets to be included in the 60% deliverable. The total sheet count for each package are as follows:

- Package 1 – 73 sheets

Deliverables:

- Electronic versions of the 60% plans and cost estimate (PDF and Excel)
- Attend and lead one (1) meeting with the City to review the 60% design with up to three (3) consultant staff in attendance for up to two (2) hours in duration

5.5 90% Design: Package 1 – Mobility Improvements

The Consultant will address review comments on the 60% plans and develop design documents to the 90% design stage. These documents will consist of plans, specifications, an opinion of probable construction cost and draft an anticipated construction schedule. Additionally, consultant will complete quality control/quality assurance reviews of 90% deliverables and lead a 90% design review meeting with City staff.

Additionally, Consultant will complete the following:

- Compute quantities and prepare an engineer's estimate of construction costs shown on the plans. Identify which bid items will require special provisions.
- Prepare 90% Level Project Specifications including current WSDOT amendments, General Special Provisions (GSP's), and special provisions necessary for this project.
- Draft Construction Schedule.

See Exhibit A.1 – Draft Sheet List for the list of anticipated sheets to be included in the 90% deliverable. The total sheet count for each package are as follows:

- Package 1 – 111 sheets

Deliverables:

- Electronic versions of the 90% Plans, Special Provisions, and Cost Estimate (PDF and Excel)
- 60% comment responses in the City's preferred format
- Attend and lead one (1) meeting with the City to review the 90% design with up to three (3) consultant staff in attendance for up to two (2) hours in duration

5.6 100% Final Design: Package 1 – Mobility Improvements

The Consultant will address review comments from the 90% plans and develop design documents to the 100% Final design stage. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost, and an anticipated construction schedule.

Additionally, Consultant will complete the following:

- Prepare final special provisions as needed for nonstandard items shown on the plans and compile the project specifications.
- Prepare the project Notice of Intent (NOI) permit application and submit to Ecology using the online portal system. Public Notice will be posted in the Columbian.

Deliverables:

- Electronic versions of the final plans and cost estimate (PDF and Excel)
- 90% comment responses in the City's preferred format
- Electronic CAD files to be provided in AutoCAD 2019 format
- Attend and lead one (1) meeting with the City to review the 100% design with up to three (3) consultant staff in attendance for up to two (2) hours in duration

Task Deliverables

Deliverables listed above by subtask.

Assumptions

- No retaining walls will be required for the proposed Package 1 improvements.
- No signal modifications will be required.
- No proposed illumination improvements will be required.
- No stormwater improvements or design is required for Site 6 – Stapleton Road.
- No stairs or building-specific access will be required for Site 2 – N/S Connector.
- No irrigation plans will be required.
- Pavement restoration is limited to impacted areas due to the proposed pedestrian facilities and proposed water main improvement trenching. Full width repaving of impacted streets is not included.
- Proposed sidewalk will be 5 feet wide.
- Proposed signing and striping is limited to replacement where conflicting with the proposed improvements. Existing signing and striping not in conflict will remain in-place. Does not include a sign inventory.
- The 100% Final Design assumes all City comments from 90% are addressed and no additional City design review comments will be provided. Effort to provide support and minor adjustments to the bidding documents will be captured in Bid Support Task.

Task 6 – Package 3 Design Assumption Validation and Alternatives Analysis – Rossiter Pedestrian Trail & Bridge

Objective

Consultant will prepare the conceptual design and an abbreviated alternatives analysis (up to 2 alignments) for the bridge and trail approach alignment based on the design assumptions determined during the project kickoff meeting. The evaluation of the bridge alternatives will include but not be limited to comparisons of constructability, ROW impacts, safety, utility impacts, ease of maintenance, environmental impacts and cost. The two (2) alternatives for the trail alignment will include up-to two (2) Bridge Type alternatives for each alignment as identified below:

- Trail Alignment 1:
  - Bridge Type Alternative 1: Multi-Span Precast Prestressed Concrete Girder Bridge
  - Bridge Type Alternative 2: Single-Span Prefabricated Steel Truss Bridge
- Trail Alignment 2:
  - Bridge Type Alternative 3: Single-Span Prefabricated Steel Truss Bridge
  - Bridge Type Alternative 4: Single-Span Precast Prestressed Concrete Girder Bridge

Activities

6.1 Alternatives Conceptual Design

- Prepare preliminary conceptual design for the two alignment alternatives and two bridge type alternatives for each alignment (four total) including the following:
  - Bridge Typical Sections
  - Bridge Plan and Elevation
  - Retaining wall locations and assumed wall type

    - Trail approach and sidewalk infill 2D layout
    - Preliminary review of hydraulics, OHWM and 100-year floodplain
- Prepare a planning level Cost Estimate for each trail alignment alternative
- Complete alternatives analysis and prepare an alternative recommendation memo.
- Attend and lead one (1) meeting with the City to review the conceptual design alternatives with up to four (4) consultant staff in attendance for up to two (2) hours in duration.

Task Deliverables

- Preliminary plan and elevation sheets of each alternative (up to 4) for City review (PDF).
- Planning Level Cost Estimate for each alternative (up to 4) (PDF).
- Alternatives Analysis memo containing bridge alternative and trail alignment recommendations. (PDF)
- GIS .shp file of the 100-year floodplain and OHWM (delineated in Task 4 Environmental Permitting) in the vicinity of the proposed crossings.

Assumptions

- Design alternatives are limited to the two (2) trail alignment alternatives and four (4) total bridge type alternatives as listed above.
- Bridge design to accommodate H10 loading for City maintenance vehicles.
- City to provide samples and direction for bridge aesthetics.
- City to provide the FIS HEC-RAS model for Burnt Bridge Creek.
- A no-rise analysis will not be required since all piers will be located outside the mapped 100-year floodplain (i.e., the bridge will clear span the mapped 100 yr floodplain).
- Trail will connect with the existing Burnt Bridge Creek Trail on the north end of the proposed bridge and will include approximately 600 linear feet of sidewalk infill on the south end of the bridge connecting to the west side of Rossiter Lane.
- Trail cross section for the bridge and trail connections will match the existing Burnt Bridge Creek trail dimensions at 16 feet wide (12 foot travelled way with two 2-foot shoulders). Sidewalk along Rossiter Lane will be 5 feet wide.
- Retaining walls are assumed to be mechanically stabilized earth (MSE) for fill walls and no cut walls are assumed. Fill retaining walls are anticipated to be less than 15 feet in height for the Burnt Bridge Creek bridge abutments and approaches.

Task 7 – Package 3 Design Engineering: Plans Specifications and Estimate (PS&E) – Rossiter Pedestrian Trail & Bridge

Objective

The Consultant team will develop the Package 3 design advancing the preferred concept to 30% through, 60%, 90%, and prepare Final Design packages consisting of plans, specifications and estimate (PS&E) construction contract documents. Where applicable, design will follow City of Vancouver Standards and Specifications. The bridge design will be in accordance with the requirements of the AASHTO LRFD Bridge Design Specifications, 10th Edition, 2024 and WSDOT Bridge Design Manual (LRFD), June 2025. The bridge will be designed to accommodate an H10 maintenance vehicle. No equestrian loading is assumed. The sidewalk and bicycle designs will meet all Washington State Regulations, ADA and U.S. Access Board requirements. If these requirements cannot be met, we will provide the City with an estimate to prepare a

design exception. The Consultant team will be responsible for providing design engineering services and quality assurance/quality control (QA/QC) for the deliverables outlined below for the following submittals for each package:

- 30% Submittal
- 60% Submittal **(Reserved)**
- 90% Submittal **(Reserved)**
- 100% Final Design submittal **(Reserved)**

For scoping purposes, the assumed bridge type is a Single-Span Prefabricated Steel Bridge with a proprietary design by-others. Consor will provide the design of the bridge approaches, foundations and include special provisions for the Contractor to provide shop drawings and design calculations prepared by a Washington licensed Structural Engineer for the proposed prefabricated structure. The development of the pedestrian bridge plans will include the prefabricated structure shown schematically. It is assumed the existing sidewalk is sufficient to connect the proposed pedestrian bridge to Rossiter Lane. The assumed proposed sidewalk extension is limited to 1 new curb ramp connecting the trail to the existing sidewalk on Rossiter Lane at a single crossing. No proposed driveways or driveway modifications are included.

Activities

7.1 Package 3 Stormwater Design

Stormwater design effort under this task includes review of existing drainage patterns, proposed improvements and stormwater runoff modeling of the project site using HydroCAD to develop a design of stormwater conveyance and disposal facilities, as well as a draft and final stormwater report demonstrating project compliance with requirements from the 2024 Stormwater management Manual for Western Washington. Available data relating to the drainage and water resources for the Project area shall be collected and reviewed from Federal, State and local agencies. Existing and proposed drainage features and information on drainage problem areas shall be incorporated into the Project plan and profile sheets, along with establishing groundwater elevations.

7.2 Package 3 Utility Design

Utility design effort under this task includes the design and plan preparation in accordance with City standards for up to one (1) additional sanitary sewer manhole to be located along the existing gravity sewer between MH 1132 and MH 8212 on the north side of Burnt Bridge Creek, south of the existing trail.

No additional Water or Sanitary improvements are included for Package 3.

7.3 30% Design: Package 3 – Rossiter Pedestrian Trail & Bridge

The Consultant will develop construction documents to the 30% design stage based on the review comments from the City on the preliminary plans and the alternatives analysis memorandum prepared as part of Task 6. The plans will be updated to include the preferred trail alignment and preliminary grading, preferred retaining wall design, and bridge design. Preliminary foundation sizes, locations, and depths will also be determined. These documents will consist of plans, and an opinion of probable construction cost.

See Exhibit A.1 – Draft Sheet List for the list of anticipated sheets to be included in the 30% deliverable. The 30% package will include 19 total sheets.

Deliverables:

- 30% plans and cost estimate (PDF)
- Attend and lead one (1) meeting with the City to review the 30% design with up to four (4) consultant staff in attendance for up to two (2) hours in duration.

7.4 60% Design: Package 3 – Rossiter Pedestrian Trail & Bridge (Reserved)

7.5 90% Design: Package 3 – Rossiter Pedestrian Trail & Bridge (Reserved)

7.6 100% Final Design: Package 3 – Rossiter Pedestrian Trail & Bridge (Reserved)

Task Deliverables

See deliverables identified above under each subtask.

Assumptions

- Stormwater collected on the proposed trail and pedestrian bridge structure will not be considered pollution generating and water quality treatment will not be required.
- The bridge deck will not collect stormwater or be considered impervious surface.
- The bridge design will accommodate an H10 maintenance vehicle.
- The amount of impervious surface for the trail area will not exceed 10,000 square feet and will not require flow control.
- Scour analysis will not be required since all structures associated with the project will be located outside the 100-year floodplain.
- No irrigation plans will be required.
- No utility coordination beyond coordination with BPA will be required. No conflicts with franchise utilities are assumed.
- No illumination will be required.
- The 100% Final Design assumes all City comments from 90% are addressed and no additional City design review comments will be provided. Effort to provide support and minor adjustments to the bidding documents will be captured in Bid Support Task.

Task 8 – Bid Support and Design Support During Construction (RESERVED)

Scope for this task is reserved for a future amendment.

Task 9 – Construction Management and Inspection Support (RESERVED)

Scope for this task is reserved for a future amendment.

Budget

Payment will be made at the Billing rates for personnel working directly on the project, which will be made at the Consultant's Hourly Rates, plus Direct Expenses incurred. Billing rates are per approved WSDOT ICR and ANTE tables.

Direct Expenses

Expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost. These expenses include the following.

MileageCurrent IRS Rate	
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging and Subsistence	At Cost

Package 1

Sheet Categories	# of Sheets	30%	60%	90%	Bid-Check/Final
Cover & Sheet Index	1		X	X	X
Legend & Abbr. & General Notes	2		X	X	X
Survey Control Points & Benchmarks	1		X	X	X
Key Map	1		X	X	X
Typical Sections (Road)	3		X	X	X
Construction Staging Plans/Traffic Control	4			X	X
Roadway Details	2		X	X	X
Z St					
Existing Conditions Plan (Plan/Plan, 20 Scale)	1		X	X	X
Site Preparation & TESC (Plan/Plan, 20 Scale)	1			X	X
Roadway Paving Plan and Profile (20 Scale)	2		X	X	X
Intersection, Driveways & Curb Ramps Grading (Plan, 10 Scale)	3		X	X	X
Planting/Irrigation Plans & Details (Plan/Plan, 20 Scale)	4			X	X
Neals St					
Existing Conditions Plan (Plan/Plan, 20 Scale)	2		X	X	X
Site Preparation & TESC (Plan/Plan, 20 Scale)	2			X	X
Roadway Paving Plan and Profile (20 Scale)	3		X	X	X
Stormwater Plan and Profile (20 Scale)	3		X	X	X
Stormwater Details	1			X	X
Intersection, Driveways & Curb Ramps Grading (Plan, 10 Scale)	4		X	X	X
Planting/Irrigation Plans (Plan/Plan, 20 Scale)	6			X	X
Todd Rd					
Existing Conditions Plan (Plan/Plan, 20 Scale)	2		X	X	X
Site Preparation & TESC (Plan/Plan, 20 Scale)	2			X	X
Roadway Paving Plan and Profile (20 Scale)	3		X	X	X
Stormwater Plan and Profile (20 Scale)	3		X	X	X
Stormwater Details	2			X	X
Intersection, Driveways & Curb Ramps Grading (Plan, 10 Scale)	5		X	X	X
Water Plan and Profile (20 Scale)	2		X	X	X
Water Details	1		X	X	X
Planting/Irrigation Plans (Plan/Plan, 20 Scale)	6			X	X
Stapleton Rd					
Existing Conditions Plan (Plan/Plan, 20 Scale)	3		X	X	X
Site Preparation & TESC (Plan/Plan, 20 Scale)	3			X	X
Roadway Paving/Striping/Signing Plan	6		X	X	X
Roadway Details (20 Scale)	4			X	X
Driveways & Curb Ramps Grading (Plan, 10 Scale)	7		X	X	X
Water Plan and Profile (20 Scale)	3		X	X	X
Water Details	1		X	X	X
N/S Connector					
Existing Conditions Plan (Plan/Plan, 20 Scale)	1		X	X	X
Site Preparation & TESC (Plan/Plan, 20 Scale)	1		X	X	X
Roadway Paving and Profile (20 Scale)	2		X	X	X
Intersection, Driveways & Curb Ramps Grading (Plan, 10 Scale)	2		X	X	X
Water Plan and Profile (20 Scale)	1		X	X	X
Water Details	1			X	X
Planting/Irrigation Plans (Plan/Plan, 20 Scale)	4			X	X
Number of Sheets:	**111**	**0**	**71**	**111**	**111**

Note: Does not include WSDOT or City Standard Details

Exhibit A.1 - Draft Sheet List

Package 3

Sheet Categories	# of Sheets	30%
Rossiter Pedestrian Bridge		
Cover & Sheet Index	1	X
Legend & Abbr. & General Notes	3	X
Survey Control Points & Benchmarks	1	X
Existing Conditions Plan (Plan/Plan, 20 Scale)	2	X
Site Preparation & TESC (Plan/Plan, 20 Scale)	2	
Trail Paving Plan and Profile (20 Scale)	2	X
Drainage Plan & Profiles (20 Scale)	2	X
Drainage Details	2	
Sanitary Sewer Detail	1	
Trail ADA ramp/Driveway Grading Plans (Plan, 10 Scale)	2	
Trail Details	1	
Retaining Wall Layouts	4	X
Retaining Wall Details	2	
Bridge Plan and Elevation	1	X
Foundation Plan	1	
Abutment Layouts	2	X
Abutment Details	2	
Typical Section & Details	1	X
Log of Test Borings	1	
Construction Staging Plans	1	
Planting/Irrigation Plans (Plan/Plan, 20 Scale)	4	
Number of Sheets:	**38**	**19**

DEFERRED FOR FUTURE AMENDMENT

Note: Does not include WSDOT or City Standard Details

Exhibit B
DBE Participation Plan

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

TBD

Exhibit C
Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

TBD

B. Roadway Design Files

TBD

C. Computer Aided Drafting Files

TBD

D. Specify the Agency's Right to Review Product with the Consultant

TBD

E. Specify the Electronic Deliverables to Be Provided to the Agency

TBD

F. Specify What Agency Furnished Services and Information Is to Be Provided

TBD

II. Any Other Electronic Files to Be Provided

TBD

III. Methods to Electronically Exchange Data

TBD

A. Agency Software Suite

TBD

B. Electronic Messaging System

TBD

C. File Transfers Format

TBD

Exhibit D
Prime Consultant Cost Computations

Per the attached fee schedule and by reference hereto made a part of this agreement.

Actuals Not To Exceed Table (ANTE)

WSDOT Agreement:
Consor North America, Inc.
One SW Columbia Street, Suite 1700
Portland,OR 97204

Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE 193.46%	Fixed Fee NTE 30.00%	All Inclusive Hourly Billing Rate NTE
Chief Engineer	$142.00	$274.71	$42.60	$459.31
Principal III	$142.00	$274.71	$42.60	$459.31
Principal II	$142.00	$274.71	$42.60	$459.31
Principal I	$108.00	$208.94	$32.40	$349.34
Senior Engineer	$108.00	$208.94	$32.40	$349.34
Principal Engineer VI	$142.00	$274.71	$42.60	$459.31
Principal Engineer V	$142.00	$274.71	$42.60	$459.31
Principal Engineer IV	$108.00	$208.94	$32.40	$349.34
Principal Engineer III	$108.00	$208.94	$32.40	$349.34
Principal Engineer II	$95.00	$183.79	$28.50	$307.29
Principal Engineer I	$95.00	$183.79	$28.50	$307.29
Principal Engineer	$95.00	$183.79	$28.50	$307.29
Professional Engineer IX	$91.00	$176.05	$27.30	$294.35
Professional Engineer VIII	$91.00	$176.05	$27.30	$294.35
Professional Engineer VII	$75.00	$145.10	$22.50	$242.60
Professional Engineer VI	$65.00	$125.75	$19.50	$210.25
Professional Engineer V	$65.00	$125.75	$19.50	$210.25
Professional Engineer IV	$63.00	$121.88	$18.90	$203.78
Professional Engineer III	$63.00	$121.88	$18.90	$203.78
Project Engineer	$71.00	$137.36	$21.30	$229.66
Engineer Diver II	$63.00	$121.88	$18.90	$203.78
Engineering Designer IX	$75.00	$145.10	$22.50	$242.60
Engineering Designer VIII	$75.00	$145.10	$22.50	$242.60
Engineering Designer VII	$75.00	$145.10	$22.50	$242.60
Engineering Designer VI	$75.00	$145.10	$22.50	$242.60
Engineering Designer V	$75.00	$145.10	$22.50	$242.60
Engineering Designer IV	$75.00	$145.10	$22.50	$242.60
Engineering Designer III	$50.00	$96.73	$15.00	$161.73
Engineering Designer II	$50.00	$96.73	$15.00	$161.73
Engineering Designer I	$65.00	$125.75	$19.50	$210.25
Engineer I	$63.00	$121.88	$18.90	$203.78
Construction Manager X	$107.00	$207.00	$32.10	$346.10
Construction Manager IX	$107.00	$207.00	$32.10	$346.10
Construction Manager VIII	$107.00	$207.00	$32.10	$346.10
Construction Manager VII	$107.00	$207.00	$32.10	$346.10
Construction Manager VI	$107.00	$207.00	$32.10	$346.10
Construction Manager V	$107.00	$207.00	$32.10	$346.10

Construction Manager IV	$107.00	$207.00	$32.10	$346.10
Construction Manager III	$107.00	$207.00	$32.10	$346.10
Construction Manager II	$78.00	$150.90	$23.40	$252.30
Construction Manager I	$78.00	$150.90	$23.40	$252.30
Cost Estimator III	$107.00	$207.00	$32.10	$346.10
Cost Estimator II	$107.00	$207.00	$32.10	$346.10
Cost Estimator I	$78.00	$150.90	$23.40	$252.30
Inspector VII	$87.00	$168.31	$26.10	$281.41
Inspector VI	$87.00	$168.31	$26.10	$281.41
Inspector V	$87.00	$168.31	$26.10	$281.41
Inspector IV	$87.00	$168.31	$26.10	$281.41
Inspector III	$87.00	$168.31	$26.10	$281.41
Inspector II	$87.00	$168.31	$26.10	$281.41
Inspector I	$42.00	$81.25	$12.60	$135.85
Inspection Team Leader - Diver	$71.00	$137.36	$21.30	$229.66
Senior Inpection Team Leader	$63.00	$121.88	$18.90	$203.78
Project Manager IV	$82.00	$158.64	$24.60	$265.24
Project Manager III	$82.00	$158.64	$24.60	$265.24
Project Manager II	$78.00	$150.90	$23.40	$252.30
Project Manager I	$78.00	$150.90	$23.40	$252.30
Project Manager	$91.00	$176.05	$27.30	$294.35
Dive Technician III	$58.00	$112.21	$17.40	$187.61
CADD Techinician/Designer	$53.00	$102.53	$15.90	$171.43
Technician IV	$53.00	$102.53	$15.90	$171.43
Technician III	$53.00	$102.53	$15.90	$171.43
Technician II	$38.00	$73.51	$11.40	$122.91
Technician I	$42.00	$81.25	$12.60	$135.85
Survey Technician II	$87.00	$168.31	$26.10	$281.41
Construction Admin Specialist IV	$87.00	$168.31	$26.10	$281.41
Construction Admin Specialist III	$87.00	$168.31	$26.10	$281.41
Construction Admin Specialist II	$42.00	$81.25	$12.60	$135.85
Construction Admin Specialist I	$42.00	$81.25	$12.60	$135.85
Construction Coordinator III	$55.00	$106.40	$16.50	$177.90
Construction Coordinator II	$55.00	$106.40	$16.50	$177.90
Construction Coordinator I	$55.00	$106.40	$16.50	$177.90
Senior Administrative Coordinator II	$60.00	$116.08	$18.00	$194.08
Senior Administrative Coordinator I	$60.00	$116.08	$18.00	$194.08
Project Coordinator IV	$60.00	$116.08	$18.00	$194.08
Project Coordinator III	$60.00	$116.08	$18.00	$194.08
Project Coordinator II	$47.00	$90.93	$14.10	$152.03
Project Coordinator I	$47.00	$90.93	$14.10	$152.03
Administrative III	$60.00	$116.08	$18.00	$194.08
Administrative II	$47.00	$90.93	$14.10	$152.03
Administrative I	$47.00	$90.93	$14.10	$152.03
Student Intern	$26.00	$50.30	$7.80	$84.10
Planner II	$46.00	$88.99	$13.80	$148.79
Planner I	$35.00	$67.71	$10.50	$113.21
Survey Party Chief	$41.00	$79.32	$12.30	$132.62

Washington State Department of Transportation

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

July 23, 2025

Consor North America, Inc
888 SW 5th Ave, Suite 1170
Portland, OR 97204-2025

Subject: Acceptance FYE 2024 ICR – CPA Report

Dear Ashley Gillis:

We have accepted your firm's FYE 2024 Indirect Cost Rate (ICR) of 193.46% of direct labor (rate includes 0.25% Facilities Capital Cost of Money) based on the "Independent CPA Report" prepared by Aldrich CPAs + Advisors LLP. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email **consultantrates@wsdot.wa.gov**.

Regards,

Schatzie Harvey
Schatzie Harvey (Jul 23, 2025 13:54:18 PDT)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH: kb

Exhibit E
Sub-consultant Cost Computations

Per the attached fee schedule and by reference hereto made a part of this agreement.

ACTUALS NOT TO EXCEED TABLE (ANTE)

Effective Date: 07/01/2025

Geotechnical Resources, Inc.
1111 Main Street, Suite 515
Vancouver, WA 98660

	Do not edit	188.14%	30.00%	
Job Classifications	Direct Labor Rates NTE	Overhead (plus FCCM) NTE	Profit (adjust as needed) NTE	All Inclusive Hourly Billing Rate NTE
Principal	$ 105.06	$ 197.66	$ 31.52	$ 334.24
Associate	$ 74.64	$ 140.43	$ 22.39	$ 237.46
Senior Engineer / Geologist	$ 67.31	$ 126.64	$ 20.19	$ 214.14
Project Engineer / Geologist	$ 52.88	$ 99.49	$ 15.86	$ 168.23
Engineering/Geology Staff	$ 44.60	$ 83.91	$ 13.38	$ 141.89
Engineering Assistant	$ 33.98	$ 63.93	$ 10.19	$ 108.10
CAD Operator	$ 35.86	$ 67.47	$ 10.76	$ 114.09
Technical Editor	$ 42.59	$ 80.13	$ 12.78	$ 135.50
Administrative Assistant	$ 42.00	$ 79.02	$ 12.60	$ 133.62
Project Accountant	$ 43.27	$ 81.41	$ 12.98	$ 137.66

Washington State Department of Transportation

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

June 18, 2025

Geotechnical Resources, Inc
16520 SW Upper Boones Ferry Road, Suite 100
Tigard, OR 97224

Subject: Acceptance FYE 2024 ICR – CPA Report

Dear Adam Hope:

We have accepted your firm's FYE 2024 Indirect Cost Rate (ICR) of 188.14% of direct labor (rate includes 0.88% Facilities Capital Cost of Money) based on the "Independent CPA Report" prepared by KCOE ISOM, LLP. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email **consultantrates@wsdot.wa.gov**.

Regards,

Schatzie Harvey
Schatzie Harvey (Jun 18, 2025 11:24 PDT)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH: kb

Actuals Not To Exceed (ANTE) Rate Table

Herrera Environmental Consultants, Inc.

2200 Sixth Avenue, Suite 1100

Seattle, WA 98121

Rate Effective Period: July 1, 2025 - June 30, 2026

Job Classifications	Direct Labor Rate NTE	Overhead NTE 192.32%	Fee (Profit) NTE 15.00%	All Inclusive Hourly Billing Rate NTE
Accounting Administrator I, II, III, IV	$ 61.00	$ 117.32	$ 26.75	$ 205.07
Accounting Administrator V	$ 66.25	$ 127.41	$ 29.05	$ 222.71
Accounting Administrator VI	$ 98.60	$ 189.63	$ 43.23	$ 331.46
Accounting Administrator VII	$ 113.45	$ 218.19	$ 49.75	$ 381.39
Administrative Coordinator II, III	$ 45.00	$ 86.54	$ 19.73	$ 151.28
Administrative Coordinator IV	$ 45.15	$ 86.83	$ 19.80	$ 151.79
Administrative Coordinator V	$ 48.00	$ 92.31	$ 21.05	$ 161.36
CAD Designer I	$ 33.00	$ 63.47	$ 14.47	$ 110.94
CAD Designer II	$ 48.30	$ 92.89	$ 21.18	$ 162.37
CAD Designer III, IV	$ 55.35	$ 106.45	$ 24.27	$ 186.07
CAD Designer V	$ 57.45	$ 110.49	$ 25.19	$ 193.13
Construction Inspector II	$ 46.80	$ 90.01	$ 20.52	$ 157.33
Engineer I	$ 45.50	$ 87.51	$ 19.95	$ 152.96
Engineer II	$ 55.00	$ 105.78	$ 24.12	$ 184.90
Engineer III	$ 61.85	$ 118.95	$ 27.12	$ 207.92
Engineer IV	$ 77.00	$ 148.09	$ 33.76	$ 258.85
Engineer V	$ 90.30	$ 173.66	$ 39.59	$ 303.55
Engineer VI	$ 98.80	$ 190.01	$ 43.32	$ 332.13
Engineer VII, VIII	$ 114.50	$ 220.21	$ 50.21	$ 384.92
Engineering/Environmental Technician I	$ 36.50	$ 70.20	$ 16.01	$ 122.71
Engineering Intern	$ 26.50	$ 50.96	$ 11.62	$ 89.08
GIS Analyst I	$ 41.20	$ 79.24	$ 18.07	$ 138.51
GIS Analyst II	$ 47.70	$ 91.74	$ 20.92	$ 160.36
GIS Analyst III	$ 59.60	$ 114.62	$ 26.13	$ 200.35
GIS Analyst IV	$ 74.45	$ 143.18	$ 32.64	$ 250.27
GIS Analyst V	$ 87.45	$ 168.18	$ 38.34	$ 293.97
GIS Analyst VI	$ 98.80	$ 190.01	$ 43.32	$ 332.13
GIS Analyst VII	$ 113.45	$ 218.19	$ 49.75	$ 381.39
IT Technician III	$ 45.00	$ 86.54	$ 19.73	$ 151.27
IT Specialist V	$ 52.00	$ 100.01	$ 22.80	$ 174.81
Landscape Designer I	$ 41.20	$ 79.24	$ 18.07	$ 138.50
Landscape Designer II, Senior Graphic Designer	$ 49.29	$ 94.79	$ 21.61	$ 165.70
Landscape Architect III	$ 59.60	$ 114.62	$ 26.13	$ 200.36
Landscape Architect IV	$ 74.45	$ 143.18	$ 32.64	$ 250.27
Landscape Architect V	$ 74.20	$ 142.70	$ 32.54	$ 249.44
Landscape Architect VI	$ 79.50	$ 152.89	$ 34.86	$ 267.25
Planner I	$ 41.20	$ 79.24	$ 18.07	$ 138.51
Planner II	$ 50.35	$ 96.83	$ 22.08	$ 169.26
Planner III	$ 59.60	$ 114.62	$ 26.13	$ 200.35
Planner IV	$ 74.45	$ 143.18	$ 32.64	$ 250.27
Planner V	$ 87.45	$ 168.18	$ 38.34	$ 293.97
Planner VI	$ 96.67	$ 185.92	$ 42.39	$ 324.98
Planner VII, VIII	$ 110.24	$ 212.01	$ 48.34	$ 370.59
Project Accountant I, II	$ 44.80	$ 86.16	$ 19.64	$ 150.60
Project Accountant III, IV	$ 53.35	$ 102.60	$ 23.39	$ 179.34
Project Accountant V	$ 62.95	$ 121.07	$ 27.60	$ 211.62
Science Intern	$ 27.20	$ 52.31	$ 11.93	$ 91.44
Scientist I	$ 41.20	$ 79.24	$ 18.07	$ 138.51
Scientist II	$ 50.35	$ 96.83	$ 22.08	$ 169.26
Scientist III	$ 59.60	$ 114.62	$ 26.13	$ 200.35
Scientist IV	$ 74.45	$ 143.18	$ 32.64	$ 250.27
Scientist V	$ 87.45	$ 168.18	$ 38.34	$ 293.97
Scientist VI	$ 98.80	$ 190.01	$ 43.32	$ 332.13
Scientist VII	$ 107.10	$ 205.97	$ 46.96	$ 360.03
Scientist VIII	$ 110.24	$ 212.01	$ 48.34	$ 370.59

Washington State Department of Transportation

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

August 4, 2025

Herrera Environmental Consultants, Inc
2200 Sixth Avenue, Suite 1100
Seattle, WA 98121

Subject: Acceptance FYE 2024 ICR – CPA Report

Dear Jennifer Swanson:

We have accepted your firm's FYE 2024 Indirect Cost Rate (ICR) of 192.32% of direct labor (rate includes 0.16% Facilities Capital Cost of Money) based on the "Independent CPA Report" prepared by CliftonLarsonAllen, LLP. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email **consultantrates@wsdot.wa.gov**.

Regards,

Schatzie Harvey
Schatzie Harvey (Aug 4, 2025 10:28:02 PDT)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH: kb

Actuals Not To Exceed Table (ANTE)

WSP USA, Inc.
1001 Fourth Avenue Suite 3100
Seattle, WA 98154

Job Classifications	Direct Labor Hourly Billing Rate NTE	GSO Overhead 138.28%	Fixed Fee 30.00%	All Inclusive Hourly Billing Rate NTE
ADMINISTRATIVE ASSISTANT 3	$ 66.46	$ 91.90	$ 19.94	$ 178.30
ADMINISTRATIVE ASSISTANT 5	$ 79.20	$ 109.52	$ 23.76	$ 212.48
ARCHITECT 1	$ 79.20	$ 109.52	$ 23.76	$ 212.48
ARCHITECT 2	$ 103.36	$ 142.93	$ 31.01	$ 277.29
AUDIT SPECIALIST - DOT 2	$ 79.20	$ 109.52	$ 23.76	$ 212.48
AUDIT SPECIALIST - DOT 4	$ 103.36	$ 142.93	$ 31.01	$ 277.29
BRIDGE ENGINEER 1	$ 66.46	$ 91.90	$ 19.94	$ 178.30
BRIDGE ENGINEER 3	$ 88.59	$ 122.50	$ 26.58	$ 237.67
BRIDGE ENGINEER 5	$ 103.36	$ 142.93	$ 31.01	$ 277.29
BRIDGE ENGINEER 7	$ 124.03	$ 171.51	$ 37.21	$ 332.75
BRIDGE TECHNICIAN 1	$ 66.46	$ 91.90	$ 19.94	$ 178.30
BRIDGE TECHNICIAN 2	$ 88.59	$ 122.50	$ 26.58	$ 237.67
BUDGET ANALYST 2	$ 88.59	$ 122.50	$ 26.58	$ 237.67
BUDGET ANALYST 4	$ 103.36	$ 142.93	$ 31.01	$ 277.29
CARTOGRAPHER 2	$ 88.59	$ 122.50	$ 26.58	$ 237.67
CARTOGRAPHY SUPERVISOR/TECHNICAL SPEC	$ 124.03	$ 171.51	$ 37.21	$ 332.75
CIVIL ENGINEER 1	$ 66.46	$ 91.90	$ 19.94	$ 178.30
CIVIL ENGINEER 2	$ 79.20	$ 109.52	$ 23.76	$ 212.48
CIVIL ENGINEER 3	$ 103.36	$ 142.93	$ 31.01	$ 277.29
CIVIL ENGINEER 4	$ 124.03	$ 171.51	$ 37.21	$ 332.75
COMMUNICATIONS CONSULTANT 3	$ 88.59	$ 122.50	$ 26.58	$ 237.67
COMMUNICATIONS CONSULTANT 5	$ 124.03	$ 171.51	$ 37.21	$ 332.75
COMMUNICATIONS SYSTEMS MANAGER	$ 124.03	$ 171.51	$ 37.21	$ 332.75
CONSTRUCTION PROJECT COORDINATOR 2	$ 66.46	$ 91.90	$ 19.94	$ 178.30
CONSTRUCTION PROJECT COORDINATOR 3	$ 88.59	$ 122.50	$ 26.58	$ 237.67
CONSTRUCTION PROJECT COORDINATOR 4	$ 103.36	$ 142.93	$ 31.01	$ 277.29
CONTRACTS SPECIALIST 2	$ 66.46	$ 91.90	$ 19.94	$ 178.30
CONTRACTS SPECIALIST 3	$ 88.59	$ 122.50	$ 26.58	$ 237.67
DEPUTY	$ 216.63	$ 299.56	$ 64.99	$ 581.17
DIRECTOR	$ 216.63	$ 299.56	$ 64.99	$ 581.17
DRAFTING TECHNICIAN 2	$ 54.36	$ 75.17	$ 16.31	$ 145.84
DRAFTING TECHNICIAN 3	$ 66.46	$ 91.90	$ 19.94	$ 178.30
ELECTRICAL ENGINEER 3	$ 54.36	$ 75.17	$ 16.31	$ 145.84
ENGINEERING AIDE 2	$ 54.36	$ 75.17	$ 16.31	$ 145.84
ENGINEERING AIDE 4	$ 79.20	$ 109.52	$ 23.76	$ 212.48
ENGINEERING ASSISTANT 2	$ 41.02	$ 56.72	$ 12.31	$ 110.05
ENGINEERING TECHNICIAN 1	$ 47.60	$ 65.82	$ 14.28	$ 127.70
ENGINEERING TECHNICIAN 3	$ 55.41	$ 76.62	$ 16.62	$ 148.65
ENGINEERING TECHNICIAN LEAD	$ 66.49	$ 91.94	$ 19.95	$ 178.38
ENGINEERING TECHNICIAN SUPERVISOR	$ 103.36	$ 142.93	$ 31.01	$ 277.29
ENVIRONMENTAL ENGINEER 2	$ 79.20	$ 109.52	$ 23.76	$ 212.48
ENVIRONMENTAL ENGINEER 4	$ 103.36	$ 142.93	$ 31.01	$ 277.29

WSP USA, Inc.

1001 Fourth Avenue Suite 3100

Seattle, WA 98154

Job Classifications	Direct Labor Hourly Billing Rate NTE	GSO Overhead 138.28%	Fixed Fee 30.00%	All Inclusive Hourly
ENVIRONMENTAL ENGINEER 6	$124.03	$171.51	$ 37.21	$ 332.75
ENVIRONMENTAL PLANNER 2	$79.20	$109.52	$ 23.76	$ 212.48
ENVIRONMENTAL PLANNER 5	$124.03	$171.51	$ 37.21	$ 332.75
ENVIRONMENTAL SPECIALIST 3	$88.59	$122.50	$ 26.58	$ 237.67
ENVIRONMENTAL SPECIALIST 5	$124.03	$171.51	$ 37.21	$ 332.75
FACILITIES DRAFTING TECHNICIAN 2	$79.20	$109.52	$ 23.76	$ 212.48
FACILITIES ENGINEER 2	$66.46	$91.90	$ 19.94	$ 178.30
FACILITIES ENGINEER 4	$124.03	$171.51	$ 37.21	$ 332.75
FACILITIES PLANNER 2	$79.20	$109.52	$ 23.76	$ 212.48
FISCAL ANALYST 3	$88.59	$122.50	$ 26.58	$ 237.67
FISCAL ANALYST 5	$103.36	$142.93	$ 31.01	$ 277.29
GRAPHIC DESIGNER SENIOR	$88.59	$122.50	$ 26.58	$ 237.67
HUMAN RESOURCE CONSULTANT 2	$88.59	$122.50	$ 26.58	$ 237.67
HUMAN RESOURCE CONSULTANT 4	$124.03	$171.51	$ 37.21	$ 332.75
HYDROGEOLOGIST 2	$88.59	$122.50	$ 26.58	$ 237.67
LAND SURVEY 2	$66.46	$91.90	$ 19.94	$ 178.30
LAND SURVEY 3	$103.36	$142.93	$ 31.01	$ 277.29
MARINE DESIGNER	$54.36	$75.17	$ 16.31	$ 145.84
MARINE ENGINEER	$54.36	$75.17	$ 16.31	$ 145.84
MARINE MECHANICAL ENGINEER	$88.59	$122.50	$ 26.58	$ 237.67
MARINE PROJECT ENGINEER	$124.03	$171.51	$ 37.21	$ 332.75
MECHANICAL ENGINEER	$79.20	$109.52	$ 23.76	$ 212.48
MECHANICAL ENGINEER SUPERVISOR	$124.03	$171.51	$ 37.21	$ 332.75
NATURAL RESOURCE ENGINEER 2	$79.20	$109.52	$ 23.76	$ 212.48
NATURAL RESOURCE ENGINEER 4	$103.36	$142.93	$ 31.01	$ 277.29
NATURAL RESOURCE SCIENTIST 3	$88.59	$122.50	$ 26.58	$ 237.67
NAVAL ARCHITECT 1	$54.36	$75.17	$ 16.31	$ 145.84
NAVAL ARCHITECT 2	$66.46	$91.90	$ 19.94	$ 178.30
PROPERTY & ACQUISITION SPECIALIST 4	$48.58	$67.18	$ 14.57	$ 130.33
RESEARCH AIDE 2	$40.38	$55.84	$ 12.11	$ 108.33
SENIOR MARINE ENGINEER	$73.18	$101.19	$ 21.95	$ 196.33
SENIOR TELECOMMUNICATIONS SPECIALIST	$75.96	$105.04	$ 22.79	$ 203.79
TRANSPORTATION ENGINEER 2	$66.46	$91.90	$ 19.94	$ 178.30
TRANSPORTATION ENGINEER 3	$79.20	$109.52	$ 23.76	$ 212.48
TRANSPORTATION ENGINEER 4	$88.59	$122.50	$ 26.58	$ 237.67
TRANSPORTATION ENGINEER 5	$124.03	$171.51	$ 37.21	$ 332.75
TRANSPORTATION ENGINEER INTERN	$41.02	$56.72	$ 12.31	$ 110.05
TRANSPORTATION PLANNING SPECIALIST 1	$66.46	$91.90	$ 19.94	$ 178.30
TRANSPORTATION PLANNING SPECIALIST 3	$79.20	$109.52	$ 23.76	$ 212.48
TRANSPORTATION PLANNING SPECIALIST 5	$103.36	$142.93	$ 31.01	$ 277.29
TRANSPORTATION PLANNING TECHNICIAN 1	$32.78	$45.33	$ 9.83	$ 87.94
TRANSPORTATION PLANNING TECHNICIAN 2	$41.02	$56.72	$ 12.31	$ 110.05
TRANSPORTATION PLANNING TECHNICIAN 3	$49.22	$68.06	$ 14.77	$ 132.05
TRANSPORTATION TECHNICAL ENGINEER	$103.36	$142.93	$ 31.01	$ 277.29
TRANSPORTATION TECHNICIAN 2	$41.02	$56.72	$ 12.31	$ 110.05

WSP USA, Inc. 1001 Fourth Avenue Suite 3100 Seattle, WA 98154				
Job Classifications	Direct Labor Hourly Billing Rate NTE	GSO Overhead 138.28%	Fixed Fee 30.00%	All Inclusive Hourly
TRANSPORTATION TECHNICIAN 3	$50.03	$69.18	$15.01	$134.22
VESSEL PROJECT ENGINEER	$79.20	$109.52	$23.76	$212.48

Washington State Department of Transportation

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

August 20, 2025

WSP USA, Inc
One Penn Plaza
250 West 34th Street
New York, NY 10119

Subject: Acceptance FYE 2024 ICR – CPA Report

Dear Christopher Kidd:

We have accepted your firm's FYE 2024 Indirect Cost Rate (ICR) based on the "Independent CPA Report" prepared by Deloitte & Touche LLP, as follows

- Home: 138.28% of direct labor (including 0.47% FCCM)
- Field: 104.38% of direct labor (including 0.41% FCCM)

This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email **consultantrates@wsdot.wa.gov**.

Regards,

Schatzie Harvey
Schatzie Harvey (Aug 20, 2025 09:34:28 PDT)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH: kb

Actuals Not To Exceed Table (ANTE)

WSDOT Agreement
Archaeological Investigations Northwest, Inc.
3510 NE 122nd Avenue
Portland, OR 97230

AINW Job Classification	WSDOT Labor Classification Title	Direct Labor Hourly Billing Rate 2024 NTE	Overhead NTE* 179.35%	Fixed Fee NTE 30.00%	All Inclusive Hourly Billing Rate NTE
Project Admin/Project Assistant/Research	Administrative Assistant 5	$46.65	$83.67	$14.00	$144.31
PM/Senior Architectural Historian	Deputy	$60.50	$108.51	$18.15	$187.16
Officer/Senior Archaeologist	Director	$82.00	$147.07	$24.60	$253.67
Supervising Archaeologist	Environmental Planner 2	$45.00	$80.71	$13.50	$139.21
APM/PM/Senior Archaeologist	Environmental Planner 5	$73.60	$132.00	$22.08	$227.68
Staff Archaeologist	Environmental Specialist 3	$36.50	$65.46	$10.95	$112.91
Architectural Historian	Environmental Specialist 5	$43.27	$77.60	$12.98	$133.86
GIS-Graphics Senior Level Staff	Senior Graphic Designer	$63.60	$114.07	$19.08	$196.75
Archaeological Assistant	Transportation Planning Technician 1	$20.00	$35.87	$6.00	$61.87
Blank	*Blank*		$0.00	$0.00	$0.00
4/1/2024	*9/12/2024 REV 10-1-2025*		$0.00	$0.00	$0.00

Washington State Department of Transportation

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

August 27, 2025

Archaeological Investigations Northwest, Inc
3510 NE 122nd Ave
Portland, OR 97230

Subject: Acceptance FYE 2024 ICR – Audit Office Review

Dear Bill Parietti:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2024 Indirect Cost Rate (ICR) of 179.35% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email **consultantrates@wsdot.wa.gov**.

Regards,

Schatzie Harvey
Schatzie Harvey (Aug 27, 2025 13:29:04 PDT)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH:kb

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, ***(Federal Highway Administration)***, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. ***[Include Washington State Department of Transportation specific program requirements.]***

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. ***[Include Washington State Department of Transportation specific program requirements.]***

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the ***(Federal Highway Administration)*** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the ***(Federal Highway Administration)***, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the ***(Federal Highway Administration)*** may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the ***(Federal Highway Administration)*** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G
Certification Document

Exhibit G-1(a)	Certification of Consultant
Exhibit G-1(b)	Certification of City of Vancouver
Exhibit G-2	Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
Exhibit G-3	Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
Exhibit G-4	Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

Consor North America, Inc.

whose address is

400 E. Mill Plain Blvd, Suite 400, Vancouver, WA 98660

and that neither the above firm nor I have

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Vancouver

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Consor North America, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of Agency Official

I hereby certify that I am the:

[x] Agency Official

[ ] Other

of the City of Vancouver, Washington, and Consor North America, Inc.

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

a) Employ or retain, or agree to employ to retain, any firm or person; o

b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Consor North America, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than $10,000.00, and not more than $100,000.00 for each such failure.

   The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

Consor North America, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of the Fouth Plain Safety and Mobility Improvement Project* are accurate, complete, and current as of November 12, 2025**.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: Consor North America, Inc.

Signature

Title

Date of Execution _____***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H
Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to $ _____ .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of $ _____.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed $1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: $ _____.

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit

Exhibit I
Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J
Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than $1,000. If the consultant's claim(s) total a $1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total $1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

City of Vancouver, WA

Project Locations

Safe Streets and Roads For All (SS4A) | USDOT



HAWK or Intersection Improvements

PS&E completed by City of Vancouver

1. **Fourth Plain Blvd Enhanced Pedestrian Crossing**
2. **Fourth Plain Blvd & Watson Ave HAWK Crossing**
3. **Fourth Plain Blvd & Laurel Pl HAWK Crossing**
4. **18th St/Devine Rd Intersection Improvement**

CITY OF Vancouver WASHINGTON

Mobility Projects

PS&E completed by Consultants

5. **Z St Sidewalk Infill (Fourth Plain Blvd to NE 26th St)**
6. **Neals Ln Sidewalk Extension**
7. **Rossiter Ln to Burnt Bridge Creek Pedestrian Connector**
8. **Todd Rd Sidewalk Infill (Fourth Plain Blvd to NE 18th St)**
9. **Stapleton Rd Mobility Improvements**
10. **N/S Pedestrian Access (NE 57th Ave to NE 62nd Ave)**

Staff Report: 243-25

To: Mayor and City Council
From: City Manager
Date: December 8, 2025

Subject
Interlocal Agreement — 2026 Grounds, Equipment and Maintenance (GEM)

Key Points

- Since 2005, a cooperative of public entities in the region, including the City of Vancouver, have partnered to share resources across organizations via what's commonly referred to as the GEM (Grounds, Equipment, and Maintenance) Agreement.
- An Intergovernmental Agreement for GEM Services was originally executed in 2015, and an extension is currently effective through December 2025.
- The proposed 2026 Interlocal Agreement (ILA) has been reviewed and approved by staff, including attorneys, at the City of Vancouver, C-TRAN, and Clark Regional Wastewater District, which are named partners in the agreement.

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

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

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

Present Situation
GEM stands for Grounds, Equipment, and Maintenance, and is a cooperative of public entities in the region that share resources across organizations. An Intergovernmental Agreement for GEM Services was originally executed in 2015, and an extension is currently effective through December 2025. The proposed 2026 ILA has been reviewed and approved by staff, including attorneys, at the City of Vancouver, C-TRAN, and Clark Regional Wastewater District, which are named partners in the agreement.

Advantage(s)

1. GEM builds partnerships and enhances cooperation between local governments in the region.
2. GEM provides access to many resources that may not otherwise be available to member organizations.
3. Partnering locally is a cost-effective way to utilize existing resources.

Challenge(s)
There are no challenges to the community associated with GEM.

Budget Impact
There is no budget impact.

Prior Council Review
None

Action Requested
On Monday, December 8, 2025, authorize the City Manager, or designee, to finalize and execute the 2026 GEM Interlocal Agreement.

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

Attachments:
1. GEM Interlocal Agreement - Final Draft 2026
2. 2011-2015 GEM Agreement Signature Page

To be posted on CITY of Vancouver website

Pacific Northwest Interagency Cooperative

Intergovernmental Agreement For Grounds Equipment and Maintenance ("GEM") Services

1/1/2026 – 12/31/2031

-

This Agreement is between various public agencies for the purpose of sharing equipment and labor for services relating to furnishing each other labor, equipment and materials when available on a reimbursable basis for services, roadway construction, maintenance activities, and facilities support pursuant to chapter 39.34 RCW, RCW 47.28.140, and chapter 190.007 ORS.

WHEREAS, the parties to this Agreement are each responsible for constructing and maintaining their facilities/grounds, utilities (sewer, stormwater, power, water, gas, etc.), streets, roads, and highways and maintaining staff, equipment and materials to perform this work; and

WHEREAS, some of the parties to this Agreement were previous participants in similar interlocal agreements since 2005; and

WHEREAS, the parties and public have benefited from the earlier interlocal agreements by achieving greater efficiencies and economies of scale; and

WHEREAS, these interlocal cooperative efforts have commonly been known as the "GEM" Agreement, which stands for grounds, equipment and maintenance; and

WHEREAS, this successor Agreement is intended to be consistent with chapter 39.34 RCW (the "Interlocal Cooperation Act") and RCW 47.28.140 (the "Highways and Transportation Improvements Cooperative Agreements Act"), and with the provisions of ORS 190.007 ("Intergovernmental Cooperation"); and

WHEREAS, public agencies have a continuing need for efficiencies and economies of scale.

In consideration of the below terms, the parties agree as follows:

1. PURPOSES

The purpose of this Agreement is to permit the parties to make more efficient use of their resources by enabling them to furnish each other labor, equipment and materials when available on a reimbursable basis for services, roadway construction, maintenance activities, and facilities support. This sharing of

resources will be done with the understanding of the parties that the work of the owner of the requested resources takes first priority.

2. PARTIES

The initial parties to this Agreement are City of Vancouver, Clark County, Clark Regional Wastewater District and Clark Regional Transportation Agency. Other governmental agencies, quasi-governmental agencies and public service providers may become parties to this Agreement by executing a signature page pursuant to Section 21.

Other organizations who are neither general purpose governmental jurisdictions nor public service providers may be allowed to participate in similar or identical, but separate, service agreements.

3. TERM OF AGREEMENT

The term of this Agreement is from January 1, 2026, through December 31, 2031. The term may be extended pursuant to Section 4. This Agreement replaces the prior GEM Interlocal Agreement.

4. EXTENSIONS

This Agreement may be extended in five-year increments from the date that this Agreement was initially executed by written agreement of two or more parties. Any extensions shall be executed at least 30 days prior to the expiration of the Agreement. The Administrator for each party is authorized to execute five-year extensions without further authorization from the legislative or governing body of that party. A party desiring to extend the Agreement shall execute a new signature page reflecting the applicable five-year period of that party's continued participation.

5. REQUEST FOR SERVICES

Each request for service shall be in writing and specify the particular service required, the amounts and types of labor, equipment, and materials required, the location of the work, the estimated cost of the work and other information pertinent to the request. Upon receipt of the request, the party which has been requested to provide the service shall indicate its acceptance or rejection of the request, provide an estimated cost of the work by their forces, have it signed by their authorized official, and return one copy to the requesting party. In cases of emergency or unforeseen circumstance necessitating prompt action the request and approval may be done verbally but must be documented in writing within 48 hours of the verbal request.

The party supplying the services or the vehicles, machinery, and equipment shall be designated as the "Provider." The party receiving the services or assuming the use of vehicles, machinery or equipment shall be designated the "User.".

6. PAYMENT

The parties agree that the User shall reimburse the Provider, upon request, for its actual direct and related indirect costs including any administrative overhead charges. Administrative charges between

two separate parties may be waived by virtue of a separate written agreement between the parties. Users will pay Provider's invoices in full within 30 days of billing.

Each party agrees that it will be responsible to ensure that the amounts payable for work performed under this Agreement are in accordance with its own procurement guidelines and applicable law.

7. RECORDS RETENTION AND AUDIT

The parties agree to maintain records of all costs incurred under this Agreement pursuant to an accounting system as prescribed and approved by the Washington State Auditor's Office or by the Oregon Secretary of State Audits Division, as applicable. These records shall be kept available for inspection and audit by the party requesting the service for 6 years after payment of the requested service.

8. CARE AND MAINTENANCE OF EQUIPMENT

The parties agree that any time a request is made for the use of equipment, the User shall be responsible for the proper care, maintenance and security of the equipment until the equipment is returned to the Provider. The User shall permit the equipment to be used only by properly trained and supervised operators. Any damage other than normal wear and tear will be the responsibility of the party in possession of the equipment at the time the equipment is damaged. The Provider may require, at its sole discretion, that only Provider's personnel operate certain equipment. In doing so, Provider is an independent contractor and Provider's employees are not employees of the User. The Provider's operator shall perform under the general direction and control of the User but shall retain full control of the manner and means of using the equipment.

9. RIGHT OF ENTRY

The parties have permission to enter all land in which the parties have an interest that is within or adjacent to the right-of-way of a highway, road or street to accomplish all work or services requested as part of this Agreement.

10. ADMINISTRATORS

The legislative body, governing body, or chief administrative official as appropriate for each party shall designate an administrator, who shall have authority to act on behalf of their agency for any action contemplated by this Agreement. The Administrator may designate another person to act in their capacity as Administrator for purposes of this Agreement.

11. DISPUTE CLAUSE, CHOICE OF LAW AND VENUE

If a dispute arises under this Agreement, it shall be resolved as follows:

The Administrator for the Provider and the User shall each appoint a member to a disputes board. These two members of the disputes board shall select a third member not affiliated with either agency. The

dispute resolution hearing shall be informal and unrecorded. Use of this dispute resolution process shall be a prerequisite to the filing of any litigation concerning the dispute.

Venue for any legal action resulting from this Agreement shall be in Clark County, Washington in any court with jurisdiction. The laws of the State of Washington shall apply to this Agreement.

12. HOLD HARMLESS AND INDEMNIFICATION

A. The User will hold harmless, indemnify, and defend the Provider and its elected or appointed officials, agents, and employees from all claims, actions, damages, or expenses arising out of, or in conjunction with, the performance of the work performed by Provider. This obligation shall not include claims, costs, or damages caused by the sole negligence of the Provider or its elected or appointed officials, agents, and employees.

B. Waiver of Worker's Compensation Immunity. This hold harmless and indemnification shall include any claim made against a party by an employee of another party or an employee of an agent or subcontractor of a party even if the party is otherwise immune from liability pursuant to the Washington workers' compensation statute, Title 51 RCW or the Oregon workers' compensation statute, Ch 656 ORS.

C. Concurrent Negligence. If the claims or damages are caused by or result from the concurrent negligence of the Provider, and its agents or employees, and the User, and its agents or employees, and involves those actions covered by RCW 4.24.115, both the Provider and the User shall be liable only to the proportional extent of their respective negligence.

13. CIVIL RIGHTS ACT

A. Nondiscrimination --Title VI of the Civil Rights Act. All agree to comply with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000(d) and (e), et seq., and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, and any implementing requirements the Federal Transit Authority (hereinafter referred to as "FTA") may issue.

B. Equal Employment Opportunity – Title VII of the Civil Rights Act. All parties agree to comply with all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and 49 U.S.C. § 5332 and any implementing requirements the FTA may issue.

14. FRAUD OR FALSE STATEMENTS

By executing this Agreement, each party affirms the truthfulness and accuracy of any statement it has made, it makes, or may make or cause to be made, regarding use of any C-Tran / Federal Transit Agency ("FTA") funded or assisted equipment used pursuant to this Agreement.

Each party also acknowledges the Federal Government may impose penalties on a party pursuant to 18 U.S.C § 1001 and 49 U.S.C § 5307 for a false, fictitious or fraudulent claim, statement, submission or certification under a contract that is financed in whole, or in part, by Federal assistance.

15. FTA APPROVAL AND FEDERAL CHANGES

Each party, when contracting with an FTA regulated agency, shall comply with all applicable FTA regulations, policies, procedures and directives as adopted or amended, including those listed by reference in the Agreement between C-TRAN and the FTA. A party's failure to do so shall constitute a material breach of this Agreement.

16. DRUG AND ALCOHOL TESTING

If involved with the maintenance, repair or operation of C-Tran revenue service vehicles, the party shall participate in a drug and alcohol program that complies with the federal Department of Transportation 49 CFR § 653 and § 654. Employees who perform "safety-sensitive" functions must be included in the substance abuse management program. The FTA has determined that safety-sensitive functions are performed by personnel who:

1) operate revenue service vehicles, including when not in revenue service;
2) operate non-revenue service vehicles that require drivers to hold commercial driver's licenses (CDLs);
3) dispatch or control revenue service vehicles;
4) maintain revenue service vehicles or equipment used in revenue service except for contractors to Section 18 transit agencies; and
5) provide security and carry a firearm.

The FTA has determined these requirements also apply to employees of a contractor hired by participants to provide transit and/or maintenance services. These categories include supervisors who perform these functions. Supervisors of employees in these categories who do not themselves perform these functions are excluded.

C-Tran may request copies of signatory agency's Drug and Alcohol Policy from their respective Human Resources Departments, which party agencies shall provide within 10 days.

17. ACCESS TO RECORDS

All parties agree to maintain records and reports required under this Agreement for a period of not less than 6 years after the date of termination or expiration, except in the event of litigation or settlement of claims arising from the performance of any part of this Agreement, in which case all records shall be retained until the party, the FTA, or the Comptroller General have disposed of all litigation, appeals or claims related to this Agreement.

18. INCORPORATION OF FTA TERMS AND CONDITIONS

Sections 13-17 include, in part, certain Terms and Conditions required by the United States Department of Transportation (hereinafter referred to as "DOT") whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT as set forth in the FTA Circular 4220.lF, dated November 1, 2008 are incorporated by reference. All FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The parties shall not perform any act, fail to perform any act, or refuse to comply with any participating agency's requests, which would cause other participating agencies such as C-Tran to be in violation of the FTA terms and conditions.

19. TERMINATION OF AGREEMENT

Any party may terminate their participation in this Agreement at any time by giving at least 30 days' written notice to all other parties. Any termination under this Section shall be effective 30 days after notice is provided to all other parties, with the date measured 30 days from the date of notice is received by the last party.

20. INTERLOCAL COOPERATION ACT COMPLIANCE

This Agreement is entered into pursuant to chapter 39.34 and chapter 47.28 RCW and pursuant to 190.007 ORS, Intergovernmental Cooperation. Its purpose is as set forth in Section 1. Its duration is as specified in Sections 3 (Term) and 4 (Extensions). Its method of termination is set forth in Section 19. Its manner of financing and of establishing and maintaining a budget therefor is described in Section 6 (Payment). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.

21. DOCUMENT EXECUTION AND POSTING

The parties agree this Agreement may be executed in any number of counterparts and by the parties on separate counterparts, any one of which shall constitute an agreement between and among the parties who have executed this Agreement; provided that each party shall transmit to the attention of the Vancouver City Clerk an original, executed signature page of this Agreement, the template for which is attached to this Agreement as Exhibit A.

The Vancouver City Clerk shall cause a copy of this Agreement and a copy of each executed signature page of each party to be posted on the Vancouver City website pursuant to RCW 39.34.040. Upon execution of an original of this Agreement and posting of a copy of a party's executed signature page on the City of Vancouver's website, each counterpart shall constitute an agreement binding on all who have executed this Agreement.

The parties further agree that other entities may also become parties to this Agreement by signing original signature pages that incorporate by reference all the terms of this Agreement. Subsequent parties shall transmit signed signature pages to the attention of the Vancouver City Clerk, who shall cause a copy of the signature pages to be posted on the City of Vancouver website. Upon receipt and posting of such signature pages, this Agreement shall likewise be binding on those subsequent parties.

22. WAIVER

No waiver by any party of any term or condition of this Agreement shall be construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

23. SEVERABILITY

If any section or part of this Agreement is held by a court to be invalid, that determination shall not affect the validity of any other part of this Agreement.

EXHIBIT A – SIGNATURE PAGE

To be posted on City of Vancouver website

RETURN ADDRESS
City of Vancouver
City Clerk's Office
PO Box 1995
Vancouver, WA 98668-1995

Pacific Northwest Interagency Cooperative
Intergovernmental Agreement
For
Grounds Equipment and Maintenance ("GEM") Services
1/1/2026 – 12/31/2031
(SIGNED BY EACH PARTICIPATING ENTITY)

The undersigned agrees to the terms of the Pacific Northwest Interagency Cooperative Agreement for Equipment and Services ("GEM" Interlocal) - 1/1/2026 – 12/31/2031, the terms and conditions of which are incorporated by this reference.

AGENCY NAME:_____

_____
(Authorized Signature) Date

_____
(Printed Name/ Title)

Agency Administrator Name (primary user):_____

Agency Administrator Phone Number/Email:_____

Attested to:

_____
(Authorized Signature) Date

_____
(Printed Name/ Title)

Approved as to Form:

_____
(Authorized Signature) Date

_____
(Printed Name/ Title)

_____
Agency

EXHIBIT A – SIGNATURE PAGE

To be posted on City of Vancouver website

RETURN ADDRESS
City of Vancouver
City Clerk's Office
PO Box 1995
Vancouver, WA 98668-1995

CITY OF VANCOUVER
ERIC HOLMES, CITY MANAGER
CARRIE LEWELLEN, DEPUTY CITY CLERK
TED GATHE, CITY ATTORNEY

Pacific Northwest Interagency Cooperative
Intergovernmental Agreement
For
Grounds Equipment and Maintenance ("GEM") Services
1/1/2011 – 12/31/2015
(SIGNED BY EACH PARTICIPATING ENTITY)

The undersigned agrees to abide by the Pacific Northwest Interagency Cooperative Agreement for Equipment and Services ("GEM" Interlocal) - 1/1/2011 – 12/31/2015, the terms and conditions of which are hereby incorporated by this reference as if fully set forth herein.

AGENCY NAME

(Signature)

ERIC J HOLMES, CITY MGR
(Printed Name/ Title)

March 2, 2011
(Date)

Attested to:

(Signature)

Carrie Lewellen, Deputy City Clerk
(Printed Name/ Title)

By: City of Vancouver

Approved as to Form:

(Signature)

TED H. GATHE, CITY ATTORNEY
(Printed Name/ Title)

Attorney for City of Vancouver

A RESOLUTION relating to low-income housing; providing for adoption of 2026 funding awards for the Affordable Housing Fund and authorizing the City Manager to execute agreements and other related documents and disburse funds in accordance with those agreements on behalf of the City of Vancouver consistent with Affordable Housing Fund 2026 Council-approved funding awards.

Staff Report: 244-25

To: Mayor and City Council
From: City Manager
Date: December 8, 2025

Subject

Approval of 2026 Affordable Housing Fund Rental Assistance Award Recommendations

Key Points

- The City recently opened applications for the Affordable Housing Fund (AHF) to allocate funding for rental assistance programs.
- According to the Administrative Plan, the AHF allocates $2 million per year for rental assistance, the amount available for 2026 is $2.36 million.
- Two rental assistance and housing services applications were received. The committee recommended awarding $1,921,000 to Council for the Homeless Consortium Rental Assistance program and $441,900 to YWCA's Rapid Rehousing program.
- The recommended award will support rental assistance and housing services to 162 households earning at or below 50% of area median income.

Strategic Plan Alignment

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

Present Situation

In 2025, the City began awarding the Affordable Housing Fund (AHF) levy up to $9.5 million per year for projects supporting housing production and preservation, homeownership, temporary shelter, and rental assistance. All applications received are reviewed by the Housing Advisory Committee. According to the Administrative Plan, the Affordable Housing Fund allocates $2 million per year for rental assistance paired with housing services. During the last fiscal year, the fund utilized $1.63 million, leaving a portion of the 2025 allocation unspent. The unspent funds were not due to lack of need, but rather timing. Provider contracts ran from July 2024 to June 2025, and they were able to stretch their existing funding through the end of December, so they did not need the full annual amount immediately. In addition, the Everybody In pilot launched more slowly than expected while waiting for affordable units to open, resulting in a smaller initial drawdown. The pilot has since been extended through 2026, and going forward all AHF rental assistance programs will shift to a calendar-year cycle for consistency. As a result of the unused funds rolling forward, the Affordable Housing Fund has roughly $2.36 million available for funding in 2026.

Two applications were received and reviewed by the Housing Advisory Committee at its November

14, 2025, meeting. Council for the Homeless requested $2,000,000 for their Prevention Consortium program, which provides a diverse array of supportive services in collaboration with several housing and service partners in the community. Consortium partners will work through Council for the Homeless to provide rental assistance and other basic housing needs for 150 households earning less than 50% of area median income (AMI).

YWCA requested $460,077 for their Rapid Rehousing program, providing rental assistance and other housing stability costs for unhoused adults and children fleeing domestic violence. The funds will provide services to 12 households who earn less than 50% AMI to help them achieve long-term stability through housing advocacy, general advocacy, civil legal advocacy, safety planning, referrals for community resources, and crisis intervention services.

The committee reviewed and scored both applications. Both were strong applications that scored within one point of each other. After discussion, the committee recommended reducing the funding amount for each application proportionally to award the full funding available.

Summary of the award recommendations:

Agency	Project	Requested Amount	Award Recommendation	Households Assisted	Description
Council for the Homeless	Consortium Rental Assistance	$2,000,000	$1,921,000	150	Covers diverse housing needs for 150 households in the community, ranging from one-time assistance to prevent or end homelessness, to rental assistance for up to 12 months paired with comprehensive supportive services.
YWCA Clark County	Rapid Rehousing for Survivors	$460,077	$441,900	12	Provide scattered site housing and housing stability for 12 individuals/households fleeing domestic violence.

Advantage(s)
Supports rental assistance and housing services for 162 households in the City of Vancouver.

Challenge(s)
None

Budget Impact
The proposed $2.36 million for the recommended programs is included in the $9.9M Affordable Housing Fund budget for 2026.

Prior Council Review
None

Action Requested

On Monday, December 8, 2025, approve a resolution adopting the proposed 2026 AHF rental assistance and housing services awards and authorizing the City Manager, or designee, to execute related agreements.

Staff Contact

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

Attachments:

1. Resolution
2. 25 12 08 COV 2026 AHF Recommendations Presentation

12/8/2025

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION relating to low-income housing; providing for adoption of 2026 funding awards for the Affordable Housing Fund and authorizing the City Manager to execute agreements and other related documents and disburse funds in accordance with those agreements on behalf of the City of Vancouver consistent with Affordable Housing Fund 2026 Council-approved funding awards.

WHEREAS, in June 2016 Council adopted, by resolution, the Affordable Housing Fund Administrative and Financial Plan (A & F Plan) and most recently updated the A & F Plan in December 2024, and

WHEREAS, the A & F Plan provides funding among five program areas: Housing Production and Preservation, Homeownership, Temporary Shelter, Rental Assistance and Services, and Implementation, and

WHEREAS, the City of Vancouver released a request for applications for projects to be supported with the Affordable Housing Funds, and

WHEREAS, the City received two (2) applications for the 2026 allocation of AHF Rental Assistance and Housing Services funds, and

WHEREAS the housing advisory committee and staff recommend a funding award for YWCA Clark County Rapid Rehousing in the amount of $441,900, and Council for the Homeless Consortium Rental Assistance program in the amount of $1,921,000, and

WHEREAS, the recommended awards will provide rental assistance and housing services to 162 households who are experiencing very low income at or below 50% of the area median income (AMI), and

WHEREAS, the recommended awards are based on community needs, applications received, and recommendations from the review committee.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. **Findings**. The recitals set forth above are adopted as findings supporting the action of the City Council in adopting this resolution.

Section 2. **Award Recommendation.** The Affordable Housing Fund award totaling $2,362,900, attached hereto as Exhibit A and incorporated by reference, is hereby approved and adopted.

Section 3. **Authorization.** The City Manager is hereby authorized to execute agreements and other related documents and disburse funds in accordance with those agreements on behalf of the City of Vancouver, consistent with the Affordable Housing Fund 2026 Council approved funding award set forth in Exhibit A.

Section 4. Effective Date. This resolution is effective immediately upon its passage and approval.

ADOPTED at a Regular Meeting of the Vancouver City Council this 8th day of December 2025.

_____

Anne McEnerny-Ogle, Mayor

Attest:

_____

Natasha Ramras, City Clerk

Approved as to form:

_____

Nena Cook, City Attorney

Exhibit A: Affordable Housing Fund 2026 Rental Assistance and Housing Services

Homeownership

Agency	Project	AHF Units	Description	Award
YWCA	Clark County Rapid Rehousing	12	Provide scattered site housing and housing stability for 12 individuals and/or households fleeing domestic violence.	$441,900
Council for the Homeless	Consortium Rental Assistance	150	Cover diverse housing needs for 150 households in the community from one time assistance to prevent or end a household's homelessness to rental assistance for up to 12 months paired with comprehensive supportive services.	$1,921,000
				$2,362,900



CITY OF Vancouver WASHINGTON

2026 AHF Rental Assistance Award Recommendations

Samantha Whitley
Housing Programs Manager
December 8, 2025



2026 AHF Rental Assistance Recommendations

- Roughly $2.36M available
- 2 applications received
- $2.46M requested
- 2 applications recommended

AHF Rental Assistance Recommendations

Applicant	Project Name	Requested Amount	Recommended Award	Households Assisted
Council for the Homeless	Consortium Rental Assistance	$2,000,000	$1,921,000	150
YWCA	Rapid Rehousing for DV	$460,077	$441,900	12
			$2,362,900	**162 units**

To: Mayor and City Council
From: Council Subcommittee 1
Date: December 8, 2025

Subject
Aviation Advisory Committee Appointment

Present Situation
The purpose of the Aviation Advisory Committee (AAC) is to provide advice and recommendations to the Airport Manager, City Manager, and City Council, as well as other city departments, regarding the management and operations of the Airport and other aviation related issues affecting Pearson Field Airport and the City of Vancouver.

Council Committee 1 recently interviewed candidates for two mid-term vacancies on this committee and recommends the mid-term appointment of Jordan Thomas and Matthew Winit that would begin immediately and expire June 30, 2027.

Action Requested
On Monday, December 8, 2025, appoint Jordan Thomas and Matthew Winit to mid-term positions on the Aviation Advisory Committee, with a term beginning immediately, and expiring June 30, 2027.

Subcommittee 1

CITY OF Vancouver WASHINGTON

MEMORANDUM

DATE: December 8, 2025

TO: Mayor and City Councilmembers

FROM: Council Committee 1 (Paulsen, Perez, and Hansen)

CC: Lon Pluckhahn, City Manager
Tawny Maruhn, Boards & Commissions

RE: Recommendation for Appointments to the Aviation Advisory Committee

The purpose of the Aviation Advisory Committee (AAC) is to provide advice and recommendations to the Airport Manager, City Manager, and City Council, as well as other city departments, regarding the management and operations of the Airport and other aviation related issues affecting Pearson Field Airport and the City of Vancouver.

Council Committee 1 recently interviewed candidates for two mid-term vacancies on this committee and recommends the mid-term appointment of Jordan Thomas and Matthew Winit that would begin immediately and expire June 30, 2027.

This appointment will be presented for Council action at the **Monday, December 8, 2025,** Council meeting.

Attachments:
- Applications
- Current Roster

Boards and Commissions Application- Fall 2025

Getting Started

- Carefully review the requirements for the posted position before completing your application.
- Review board information including membership eligibility and expectations to confirm qualifications.
- Commission meetings may require in-person day or evening attendance. When you accept a Board/Commission seat, you'll confirm your ability to attend these meetings.
- Upon appointment, proof of identity and residency may be required ("Do I live in Vancouver City limits?" map)
- Applications are considered active for one year. You will be notified by email of future openings for those Boards and Commissions you previously applied for or expressed interest in.
- Under the state's Public Records Act (RCW 42.56), applications submitted for these appointments are public records and may be subject to public disclosure.
- City employees are not eligible to serve on boards and commissions.

Purpose
Use this form to apply to be a member of a board, commission or committee

Eligibility
Must be 18 years old or older

Are you 18 years old or older?	Yes
Do you live in Vancouver City Limits?	No

Please provide your first and last Name:

First Name	Matthew
Last Name	Winit
Which board(s) or committee(s) are you applying for? (Select all that apply)	• Aviation Advisory Committee
Have you served on this board in the past?	No
Are you currently serving on a board or commission for the City of Vancouver?	No
Email Address	mwinit@comcast.net
Phone Number	360-931-9640
Address	2155 Lewis River Road
City	Woodland
State	Washington

ZIP Code	98674
What is your length of residency in Vancouver?	More than 20 years
Occupation and Employer (if applicable)	Airline Pilot - Alaska Airlines
Do you, or does your firm or place of employment do business with the City?	No
Do you, your firm or place of employment, have business that may involve a contract with the City for land, materials, supplies, or services?	No
Which board, commission or committee are you most interested in? (1st choice)	Aviation
Are you interested in applying for more than one board, commission or committee?	No
Have you served on this board/commission or any others in the past?	No
What do you think are the most important issues our community is facing today?	One of the most important issues our community is facing today is how to manage responsible growth. It is imperative that as we expand, we do so in a way that meets the needs of all our citizens. This means balancing development with affordability, infrastructure and access to essential services. Additionally, in what seems to be our growing civic divide, we must recognize that we share more common ground than we often realize. Most of us want safe neighborhoods, strong schools and the opportunity for everyone to thrive. By focusing on our shared goals we can build a stronger, more inclusive community.
The City of Vancouver is committed to facilitating and amplifying multiple perspectives and experiences from across the community. What diverse experiences, skills, perspectives and values would you bring to a City board or commission?	As a longtime Vancouver resident, I graduated from the Vancouver School of Arts and Academics in 2000. During my time in high school I became interested in pursuing a career in aviation. My first job was at Pearson Field, working for Aero Maintenance Flight Center. This opportunity led to flying lessons, earning my Private Pilots License shortly after my 17th birthday. I continued my training and working at Pearson until being accepted at the University of North Dakota. In college I earned a Bachelor of Science degree in Commercial Aviation with a minor in Criminal Justice. Beyond my college courses, I worked as a Certified Flight Instructor for the University and served on the board of multiple student organizations. After graduation I was hired as a First Officer with Horizon Air based out of Portland, where I worked for next nine years. Additional duties for Horizon included serving on their recruitment team and conducting interviews for pilot applicants. While working for Horizon, I also returned to Aero Maintenance, working part time as a flight instructor. In 2014 I was hired by Alaska Airlines to fly the Boeing 737. I continued to build experience, earning a Captain position in 2019. My journey has brought me full circle, from where I started washing airplanes at the age of 16 to where I am today. I've seen firsthand the value and importance of Pearson Field, all along the way learning skills that put me in a position to help ensure this incredible local resource continues to serve our community.
We know there are many ways	Throughout my life I have been committed to giving back to the community and

that people show how much they care for our community. Please describe your current and past community involvement, formal or informal, and ways that you have positively contributed to our community. Informal community involvement could include things such as volunteering, supporting neighbors, participating in a faith community, or participating in a youth sports league.	being a person that people can count on when they need a hand. Going back to my time in high school, I served on student government and on the board of the National Honors Society. Our work included many community focused initiatives, such as clothing drives and serving food to those in need. I continued this work in college, with my most rewarding effort volunteering to visit with seniors at nursing homes and assisted living centers. Locally, my most impactful project was serving 15 years on the Board of Directors for the Fern Prairie Modelers, a community-based organization that was previously located in the Port of Camas-Washougal. As a group dedicated to the art and science behind remote controlled model aircraft, we prided ourselves in giving back to the community. For decades we provided free flying lessons for anyone in the community that wanted to learn to fly. Our students ranged in age from 8 to well over 80. We hosted multiple summer camps every year, hosting the groups from the Pearson Air Museum and Cascadia Tech. We visited local schools sharing aspects of flight and integrating aviation into their STEM curriculum. Sadly, we lost our flying site due to urban growth several years ago, but the impact we made on the community during our time makes me proud to have been a part of such a dedicated group of volunteers.
Please describe your interest in serving as a board member or commissioner. Why do you want to be involved with the City of Vancouver, and why this role?	It is important that the local community understands the value that Pearson brings to the area. It's not a hobby airport, but rather an economic driver that provides jobs, growth, tourism, and training for people of all ages and backgrounds. Pearson serves as the only airport in Clark County with an instrument approach, making it invaluable to medical and emergency services, especially in the event of damage to the bridges crossing the Columbia. As a financially self sustaining operation, it is also important that the tenants of Pearson Field are represented, as they are the people that directly participate to keep this resource viable for the community. My experience working at Pearson, going from minimum wage airplane washer to current hangar tenant, along with everything I have learned in between, gives me unique perspective and understanding that would be an asset to the Airport Advisory Committee.
Please describe your experience with racial equity, as well as your comfort level, previous engagement and work with diverse communities.	Throughout my life I have worked extensively with diverse communities. First and foremost, as a flight instructor I have trained individuals from all walks of life. Some of my most rewarding experiences have been watching a teenager solo an airplane for the first time, a retired gentleman in his 60's realize his lifelong dream of becoming a pilot, and perhaps most challenging, successfully teaching a deaf student how to fly. In my job as an airline Captain, most of what I do on a daily basis is engage with people from diverse backgrounds. I pride myself in my ability to take what some may see as a potentially difficult situation and use my experience to ensure an equitable outcome where everyone feels seen and heard.
The City of Vancouver is setting ambitious goals around climate change. As a member of a City board or commission, how will your knowledge, skills and experiences prepare you to address climate change?	As a pilot I see firsthand the beauty of our country and know it is something that has to be protected. I feel fortunate to work at a company that takes climate change seriously, as Alaska Air Group has always been on the leading edge of lowering our carbon footprint and developing biofuels. General aviation is also making great strides in being better stewards of our environment. In the coming years we have a government mandate to discontinue the use of leaded fuel in piston powered airplanes. This will directly affect Pearson Field, as it will at all general aviation airports across the country. I understand the issue from multiple angles and hope to help make this transition at Pearson as safe and seamless as possible.
Is there anything else you would like us to know?	While my wife and I moved to Woodland a couple years ago, Vancouver will always be my "home" and Pearson Field is deeply important to me. I'm excited about the opportunity to give back to ensure Pearson is available for generations. Thank you for your consideration for this position.
How did you hear about this position?	• Word of mouth

Aviation Advisory Board Questions

Are you a pilot?	Yes
If so, how long have you had your pilots license?	over 20 years
Please explain your experience or background in the aviation field.	My aviation journey began in 1997 at the age of 15 at Pearson Field. I hold a Bachelor of Science degree in Commercial Aviation from the University of North Dakota. I've worked for Aero Maintenance Flight Center, the University of North Dakota School of Aerospace Sciences, Horizon Air and Alaska Airlines. I currently hold an Airline Transport License, with type ratings in the De Havilland Dash 8 and Boeing 737. As a FAA Certified Flight Instructor, I'm licensed to teach students in single engine airplanes, multi-engine airplanes and in weather that requires flight by reference to only instruments. In 2016 I purchased my first airplane, a 1960 Cessna 182, which is currently stored at Pearson Field. Since the beginning of my aviation career I have accumulated over 16,000 hours of flight time.

Providing this information is voluntary and will not be used in candidate selection for any board.

What is your age range?	31-55
What are your preferred pronouns? (Check all that apply)	• He/Him/ His
What is your gender identity or expression? (Check all that apply)	• Male
What is your race/ethnicity? (Check all that apply)	• White
Which languages do you speak other than English? Check all that apply.	• None
In what zip code to you live or work?	98674
What is the highest degree or level of education you have completed?	Bachelor's degree
Do you rent or own your home?	Own
Have you ever served on active duty in the U.S. Armed Forces, military Reserves, or National Guard?	No
Do you live with a disability or identify as a disabled person?	No

Signature Agreement

By affixing your signature in the box below, you agree that such signature will be the electronic representation of your signature to be valid and binding upon you for all purposes when you (or your agent) affix below, including on legally

binding contracts, just the same as a hand-written signature.

Signature



Thank you for providing this information. After clicking ‘Submit’ you will receive a Submission ID number that can be retained for your records.

Staff will be in touch once the recruitment closes on next steps. Please be aware that this could take up to 30 days.

Feel free to reach out to bc_coordinator@cityofvancouver.us with any questions in the meantime.

Have a great day!

Boards and Commissions Application- Fall 2025

Getting Started

- Carefully review the requirements for the posted position before completing your application.
- Review board information including membership eligibility and expectations to confirm qualifications.
- Commission meetings may require in-person day or evening attendance. When you accept a Board/Commission seat, you'll confirm your ability to attend these meetings.
- Upon appointment, proof of identity and residency may be required ("Do I live in Vancouver City limits?" map)
- Applications are considered active for one year. You will be notified by email of future openings for those Boards and Commissions you previously applied for or expressed interest in.
- Under the state's Public Records Act (RCW 42.56), applications submitted for these appointments are public records and may be subject to public disclosure.
- City employees are not eligible to serve on boards and commissions.

Purpose
Use this form to apply to be a member of a board, commission or committee

Eligibility
Must be 18 years old or older

Are you 18 years old or older?	Yes
Do you live in Vancouver City Limits?	Yes

Please provide your first and last Name:

First Name	Jordan
Last Name	Thomas
Which board(s) or committee(s) are you applying for? (Select all that apply)	• Aviation Advisory Committee
Have you served on this board in the past?	No
Are you currently serving on a board or commission for the City of Vancouver?	No
Email Address	jordant2009@gmail.com
Phone Number	651-587-9776
Address	17146 SE 23rd Dr Unit 63
City	Vancouver
State	Washington

ZIP Code	98683
What is your length of residency in Vancouver?	1 to 5 years
Occupation and Employer (if applicable)	Charter Pilot, Club Jet
Do you, or does your firm or place of employment do business with the City?	No
Do you, your firm or place of employment, have business that may involve a contract with the City for land, materials, supplies, or services?	No
Which board, commission or committee are you most interested in? (1st choice)	Aviation
Are you interested in applying for more than one board, commission or committee?	No
Have you served on this board/commission or any others in the past?	No
What do you think are the most important issues our community is facing today?	Housing and land use is going to be an important issue moving forward. That goes hand in hand with affordability and homeless issues affecting us and our neighbors in Portland. The aviation community is dealing with a shortage of certificated mechanics with a looming pilot shortage as well.
The City of Vancouver is committed to facilitating and amplifying multiple perspectives and experiences from across the community. What diverse experiences, skills, perspectives and values would you bring to a City board or commission?	I'm a commercial pilot who conducts charter flights as my full time career. I'm also a flight instructor who enjoys volunteering a participating in local clubs such as the EAA to do outreach and give youth opportunities to experience the world of aviation. I also have over 10 years of experience in accounting and bookkeeping. I spent several years as a banker, where I provided financial counseling, and offered free financial education classes at the community library. Later in my finance career I worked in trust administration and estate settlement. I'm currently involved in the Finance Committee in my HOA, and I'm also a board member of the Fishers Landing East Neighborhood Association.
We know there are many ways that people show how much they care for our community. Please describe your current and past community involvement, formal or informal, and ways that you have positively contributed to our community. Informal community involvement could include things such as volunteering, supporting neighbors, participating in a faith community, or participating in a youth sports league.	I've volunteered at EAA pancake breakfasts serving food and providing free airplane rides to kids. I started a program providing free financial education and counseling to my community at local libraries. I currently volunteer as a board member of the Fishers Landing East Neighborhood Association where I'll be volunteering at the community clean up event this October.
Please describe your interest in serving as a board member or	I have a passion for aviation and supporting local airports. Local airports are essential to regional accessibility and providing a platform where the next

commissioner. Why do you want to be involved with the City of Vancouver, and why this role?	generation of pilots can train for their future careers.
Please describe your experience with racial equity, as well as your comfort level, previous engagement and work with diverse communities.	I've provided financial education to immigrant communities including Hmong, Latino, and Somali neighbors. I've provided free airplane rides to youth and families from all walks of life. Our community is most vibrant when everyone can contribute, and we all lift each other up.
The City of Vancouver is setting ambitious goals around climate change. As a member of a City board or commission, how will your knowledge, skills and experiences prepare you to address climate change?	Climate change affects all of us, and we need to seek out opportunities to prepare for the future. In the near future, the FAA and industry sponsors are involved in the Eliminate Aviation Gasoline Lead Emissions (EAGLE) program to remove all lead from aviation fuels in a way that would allow the existing fleet to keep operating with minimum negative impacts. This is a short term solution, because I believe in the coming decades we'll need to transition to sustainable aviation fuels (SAF) and electrification of aircraft. I think the Aviation Advisory Committee needs industry members with knowledge and experience from general aviation and commercial stakeholders to be prepared big changes and pain points along the way.
How did you hear about this position?	• Office of Neighborhoods Weekly Update • From a community group

Aviation Advisory Board Questions

Are you a pilot?	Yes
If so, how long have you had your pilots license?	2-5 years
Please explain your experience or background in the aviation field.	I'm commercial pilot employed by Club Jet Charter as Second-In-Command of a Falcon 10. I've worked in Part 135 charter operations for over a year now. Prior to that I was a full time flight instructor where I mentored and trained pilots towards Private, Commercial, Instrument, Seaplane, and CFI certificates and ratings. In 2025, I was recognized by the AOPA Flight Training Experience Awards and awarded a Distinguished CFI trophy thanks to feedback from my students.

Providing this information is voluntary and will not be used in candidate selection for any board.

What is your age range?	31-55
What are your preferred pronouns? (Check all that apply)	• He/Him/ His
What is your gender identity or expression? (Check all that apply)	• Male
What is your race/ethnicity? (Check all that apply)	• White
Which languages do you speak other than English? Check all that apply.	• Other
If other languages, please indicate.	German
In what zip code to you live or	98683

work?	
What is the highest degree or level of education you have completed?	Bachelor's degree
Do you rent or own your home?	Own
Have you ever served on active duty in the U.S. Armed Forces, military Reserves, or National Guard?	No
Do you live with a disability or identify as a disabled person?	No

Signature Agreement

By affixing your signature in the box below, you agree that such signature will be the electronic representation of your signature to be valid and binding upon you for all purposes when you (or your agent) affix below, including on legally binding contracts, just the same as a hand-written signature.

Signature



Thank you for providing this information. After clicking ‘Submit’ you will receive a Submission ID number that can be retained for your records.

Staff will be in touch once the recruitment closes on next steps. Please be aware that this could take up to 30 days.

Feel free to reach out to bc_coordinator@cityofvancouver.us with any questions in the meantime.

Have a great day!

Aviation Advisory Committee

Position	Term	Name & Address	Phone
1	05-15-2025	Shon Lindley 18118 SE 36th St, Vancouver, WA 98660 shon.lindley@roconstruction.com	360-771-8900
2	07-01-2024	Joe Ong 2933 N McCanta Way, Ridgefield, WA 98642 joeaok@gmail.com	408-799-8183
3	05-16-2024	Laura Krueger 10606 NW 36th Ave, Vancouver, WA 98685 laura.krueger365@gmail.com	503-730-7528
4	05-15-2025	Brigham Williams 3119 SE 152nd Ave, Vancouver, WA 98660 brigwill@msn.com	
5	05-15-2025	Sara Baker 6315 N. Depauw St., Portland, OR 97203 sarabakermail@gmail.com	9729219969
6	05-15-2023	Kevin Lux 1526 X St. , Vancouver, WA 98661 kevlux86@gmail.com	360-931-9549
7	05-15-2023	Brittany Sulitzer 4100 NE 49th Ave, Vancouver, WA 98661 facciob@gmail.com	971-400-3093
8	05-15-2023	Peggy Keith 1812 SE 174th Ct. , Vancouver, WA 98663 osrtkeith@yahoo.com	360-772-0381
9	07-01-2024	Austin Merle 4412 NW 127th St, Vancouver, WA 98660 austindmerle@live.com	360-984-1375

Aviation Advisory Committee

Term Length: 36 Months **Max Terms:** 3 Term(s)

Number of Members: 9 **Meeting Schedule:** Second Wednesday of each Month

Meeting Time: 6:00 PM

Meeting Location: Pilot Lounge at Pearson Airport

Meeting Address: P.O. Box 1995

Type: Committee

Description: The purpose of the Aviation Advisory Committee is to provide advice and recommendations to the airport manager, city manager, city council and departments regarding the management and operations of the Pearson Field Airport and other aviation-related issues affecting the Vancouver.

Council Liaison: **Staff Liaison:**

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Shon Lindley	05/12/2025	2	05/15/2028
2	Joe Ong	07/01/2024	2	05/15/2027
3	Laura Krueger	07/01/2024	1	05/15/2027
4	Brigham Williams	05/12/2025	1	05/15/2028
5	Sara Baker	05/12/2025	2	05/15/2028
6	Kevin Lux	05/15/2023	1	05/15/2026
7	Brittany Sulitzer	05/15/2023	1	05/15/2026
8	Peggy Keith	05/15/2023	1	05/15/2026
9	Austin Merle	07/01/2024	1	05/15/2027

To: Mayor and City Council
From:
Date: December 8, 2025

Subject
Fort Vancouver Regional Library District Board Appointment

Present Situation
The Fort Vancouver Regional Library Board is the governing body for the library district and oversees the library system, the service area includes Clark, Klickitat, and Skamania counties. The City of Vancouver has two representatives on the board.

Council Committee 2 recently reviewed candidates for one full-term position and recommends Megan Dugan be nominated for reappointment with a term beginning December 31, 2025, and expiring December 31, 2032. This recommendation will advance to the Clark County Board of Commissioners, after which the appointment is contingent upon approval by the Clark, Klickitat, and Skamania boards of commissioners.

Action Requested
On Monday, December 8, 2025, reappoint Megan Dugan to a full-term position on the Fort Vancouver Regional Library District Board, with a term beginning December 31, 2025, and expiring December 31, 2032.

Subcommittee 2

CITY OF Vancouver WASHINGTON

MEMORANDUM

DATE: December 8, 2025

TO: Mayor and City Councilmembers

FROM: Council Committee 2 (Stober, Harless, Fox)

CC: Lon Pluckhahn, City Manager
Tawny Maruhn, Boards & Commissions

RE: **Nomination for Appointment to the Fort Vancouver Regional Library District Board**

The Fort Vancouver Regional Library Board is the governing body for the library district and oversees the library system, the service area includes Clark, Klickitat, and Skamania counties. The City of Vancouver has two representatives on the board.

Council Committee 2 recently reviewed candidates for one full-term position and recommends Megan Dugan be nominated for reappointment with a term beginning December 31, 2025, and expiring December 31, 2032. This recommendation will advance to the Clark County Board of Commissioners, after which the appointment is contingent upon approval by the Clark, Klickitat, and Skamania boards of commissioners.

We would like to request approval of this nomination at the **Monday, December 8, 2025**, council meeting.

Attachments:
- Applications
- Current Roster

August 19, 2025

City of Vancouver
City Council Committee
PO Box 1995
Vancouver, WA 98668

Re: Letter of Continued Interest – Fort Vancouver Regional Library District Board of Trustees

Dear Council Committee,

It has been my honor to serve the Fort Vancouver Regional Library District Board of Trustees for the past year in addition to my previous years of service. Please accept this letter of continued interest as my formal application for reappointment.

I believe that my participation on the FVRL Board has benefitted its work in the following ways:

- As a professional librarian currently working in the field, I bring a knowledge of library practices, principles and ethics to board discussions and decisions.
- As a former longtime employee of FVRL, I worked at branches throughout Vancouver and Clark County and understand the concerns of both staff and members of the public served by the library district.
- As a lifelong resident of the City of Vancouver, I am committed to promoting the needs and interests of our citizens working to ensure fair and equitable services as well as focusing on good stewardship of property tax funds that support the library.

I am proud of what the FVRL board has accomplished throughout my terms of service and look forward to future opportunities. We are currently in the process of strategic planning for the next phase of our work, completing a 10-year facilities plan, recently passed a levy lid lift which will fund library staff, services and extended hours throughout the district, and work is underway to build a new library in Washougal.

Once again, it has been my honor to serve the FVRL board of trustees. I hope that you will grant my request for reappointment.

Thank you in advance for your consideration.

Sincerely,

Megan E. Dugan

Megan E. Dugan
9708 St. Helens Ave.
Vancouver, WA 98664
360 606-7981

Fort Vancouver Regional Library Board of Trustees

Position	Term	Name & Address	Phone
1	10-28-2024	Megan Dugan 9708 St Helens Ave, Vancouver, WA 98660 megan_dugan@hotmail.com	360 606-7981
2	04-01-2024	Mary Williams 100 SE Olympia Dr. Apt 100, Vancouver, WA 98694 mary@sensiblewoo.com	360-296-9869

Fort Vancouver Regional Library Board of Trustees

Term Length: 84 Months
Max Terms: 2 Term(s)
Number of Members: 7
Meeting Schedule: Third Monday of each month
Meeting Time: 6:00 PM
Meeting Location: Library - TBD
Meeting Address:
Type: Board
Description:
Council Liaison:
Staff Liaison:

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Megan Dugan	10/28/2024	1	12/31/2025
2	Mary Williams	04/01/2024	1	12/31/2031

To: Mayor and City Council
From: Council Subcommittee 1
Date: December 8, 2025

Subject
Lodging Tax Advisory Committee Appointment

Present Situation
The purpose of the Vancouver Lodging Tax Advisory Committee is to make recommendations to the Vancouver City Council regarding expenditures of lodging tax revenue for the purpose of tourism promotion and the marketing and operations of special events and festivals.

Council Committee 1 recently reviewed candidates for positions on this committee and recommends the appointment of Kyle Byrd and Keri Robinson with a term that would begin 12/31/2025 and expire 12/31/2026, the appointment of Mike Bomar and the reappointment of Temple Lentz to terms that would begin 12/31/2025 and expire 12/31/2027, and the reappointment of Christie Rust and Janet Kenefsky that would begin 12/31/2025 and expire 12/31/2028.

Action Requested
On Monday, December 8, 2025, appoint the following to the Lodging Tax Advisory Commission:

- Kyle Byrd to a mid-term position, with a term beginning 12/31/2025, and expiring 12/31/2026.
- Keri Robinson to a mid-term position, with a term beginning 12/31/2025, and expiring 12/31/2026.
- Mike Bomar to a full-term position, with a term beginning 12/31/2025, and expiring 12/31/2027.

And reappoint the following to the Lodging Tax Advisory Commission:

- Temple Lentz to a full-term position, with a term beginning 12/31/2025, and expiring 12/31/2027.
- Christie Rust to a full-term position, with a term beginning 12/31/2025, and expiring 12/31/2028.
- Janet Kenefsky to a full-term position, with a term beginning 12/31/2025, and expiring 12/31/2028.

Subcommittee 1

CITY OF Vancouver WASHINGTON

MEMORANDUM

DATE: December 8, 2025

TO: Mayor and City Councilmembers

FROM: Council Committee 1 (Paulsen, Perez, and Hansen)

CC: Lon Pluckhahn, City Manager
Tawny Maruhn, Boards & Commissions

RE: **Recommendation for Appointments to the Lodging Tax Advisory Commission**

The purpose of the Vancouver Lodging Tax Advisory Committee is to make recommendations to the Vancouver City Council regarding expenditures of lodging tax revenue for the purpose of tourism promotion and the marketing and operations of special events and festivals.

Council Committee 1 recently reviewed candidates for eight positions on this committee and recommends the appointment of Kyle Byrd and Keri Robinson with a term that would begin 12/31/2025 and expire 12/31/2026, the appointment of Mike Bomar and the reappointment of Temple Lentz to terms that would begin 12/31/2025 and expire 12/31/2027, and the reappointment of Christie Rust and Janet Kenefsky that would begin 12/31/2025 and expire 12/31/2028.

This appointment will be presented for Council action at the **Monday, December 8, 2025,** Council meeting.

Attachments:
- Applications
- Current Roster

Lodging Tax Advisory Committee

Position	Term	Name & Address	Phone
1	11-30-2023	Janet Kenefsky 12300 NE 106th St. , Vancouver, WA 98682 jkenefsky@vancouverusa.com	503-487-8497
2	11-13-2023	Ryan Hart 11119 NW 17th Ave., Vancouver, WA 98604 rhart@portvanusa.com	360-518-2553
3	08-27-2018	Steve Bowers 2316 NW 4th Ave., Battle Ground, WA 98604 steve.bowers@hilton.com	503-779-8301
4	11-08-2021	Jennifer Kenney 2314 Franklin Street , Vancouver, WA 98660 jenniferkenney@live.com	425-241-0851
5	11-04-2019	Carla Rise 7904 NE 168th Ave. , Vancouver, WA 98682 carla.rise@hilton.com	360-891-8282 503-515-5040
6	01-22-2024	Terry Goldman Vancouver, WA 98660 tgoldman@vestahospitality.com	
7	11-13-2023	Temple Lentz 1103 Helena Ave , Vancouver, WA 98661 temple.lentz@thehistorictrust.org	360-798-0043
8	01-22-2024	Christie Rust Vancouver, WA 98660 Christie.Rust@hilton.com	
9	09-08-2025	Sarah J. Fox 216 W 35th St, Vancouver, WA 98660 s.fox@cityofvancouver.us	360-624-3929 360-606-5731

Lodging Tax Advisory Committee

Term Length: 24 Months **Max Terms:** 3 Term(s)

Number of Members: 9 **Meeting Schedule:** Second Wednesday of each Month

Meeting Time: 12:00 PM

Meeting Location: City Hall

Meeting Address: 415 W 6th St. Vancouver, WA 98660

Type: Committee

Description:

The City's Lodging Tax Advisory Committee was formed in accordance with state law that requires any city or county to form such a committee when they impose a new hotel-motel tax, raise the rate of an existing tax, repeal an exemption from the tax or change the use of the tax proceeds.

The purpose of the Lodging Tax Advisory Committee is to make recommendations to the Vancouver City Council about how the revenue from the City's four percent lodging tax is spent.

Council Liaison:

Staff Liaison:

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Janet Kenefsky	11/30/2023	1	09/30/2025
2	Ryan Hart	11/13/2023	1	09/30/2025
3	Steve Bowers	08/27/2018	1	09/30/2025
4	Jennifer Kenney	11/08/2021	1	09/30/2025
5	Carla Rise	11/04/2019	2	09/30/2025
6	Terry Goldman	01/22/2024	1	09/30/2025
7	Temple Lentz	11/13/2023	1	09/30/2025
8	Christie Rust	01/22/2024	1	09/30/2025
9	Sarah J. Fox	09/08/2025	1	12/31/2025

Greater Vancouver Chamber

Janet Kenefsky, Chief Operating Officer
Greater Vancouver Chamber
1111 Main St. Suite 201
JKenefsky@Vancouverusa.com
360-567-1056

August 18, 2025

City of Vancouver
City Council Committee
PO Box 1995
Vancouver, WA 98668

Re: Letter of Continued Interest – LTAC / Lodging Tax Committee

Dear Council Committee,

It has been my honor to serve the Lodging Tax Advisory Committee for the past year. Please accept this letter of continued interest as my formal application for reappointment.

I believe that my participation on the Lodging Tax Advisory Committee has benefitted its work in the following ways:

- I have provided the nonprofit perspective as the association representing hundreds of organizations in our region, while also offering insight from the broader business community through the Chamber lens. This ensures that funding discussions reflect the needs and realities of both sectors.
- I have helped educate nonprofits on the purpose and process of lodging tax funds, clarifying eligibility and appropriate uses. This has strengthened understanding, reduced confusion, and encouraged greater participation from organizations that support tourism and economic vitality.
- By serving as a conduit of information, I have helped ensure that nonprofits and community partners are aware of opportunities, deadlines, and requirements, increasing the transparency and reach of LTAC's work.
- My contributions bring forward both economic development priorities and community impact considerations, helping the committee make balanced recommendations that support tourism while also aligning with local needs.
- Strengthening Partnerships: I have reinforced the connection between LTAC, nonprofits, and the business sector, creating greater alignment and collaboration that ultimately enhances the effectiveness of lodging tax investments.

I am proud of what this group has accomplished throughout my term(s) of service, and look forward to future opportunities. List upcoming projects /opportunities here.

Once again, it has been my honor to serve the Lodging Tax Advisory Committee. I hope that you will grant my request for reappointment.

Thank you in advance for your consideration.

Sincerely,



Chief Operating Officer
Greater Vancouver Chamber

THE HISTORIC TRUST

September 11, 2025

City of Vancouver
City Council Committee
PO Box 1995
Vancouver, WA 98668

Re: Letter of Continued Interest – Lodging Tax Advisory Committee (LTAC)

Dear Council Committee,

It has been my honor to serve the Lodging Tax Advisory Committee (LTAC) for the past two years. Please accept this letter of continued interest as my formal application for reappointment.

I believe that my participation with LTAC has benefited its work in the following ways:

- I represent an organization that is eligible to apply for LTAC grants, and have brought an understanding of event operations, costs, and effectiveness, as well as nonprofit organization management to the committee.
- I have served in government before and have brought an understanding of meeting operations and efficiency to the committee.
- I have questioned process where necessary and been unafraid to diplomatically challenge assumptions, improving the committee's critical inquiry and helping strengthen processes.
- I attend several events, believe in this community and our organizations large and small, and am committed to elevating programs and projects which can benefit tourism for our incredible community.

I am proud of what this group has accomplished throughout my term of service and would be honored to continue this work.

Once again, it has been my honor to serve on the LTAC. I hope that you will grant my request for reappointment.

Thank you in advance for your consideration.

Sincerely,

Temple Lentz
President/CEO
The Historic Trust

9/15/2025

City of Vancouver
City Council Committee
PO Box 1995
Vancouver, WA 98668

Re: Letter of Continued Interest – LODGING TAX ADVISORY COMMITEE

Dear Council Committee,

It has been my honor to serve the Lodging Tax Advisory Committee for the past (2) years. Please accept this letter of continued interest as my formal application for reappointment.

I believe that my participation on the Lodging Tax Advisory Committee has benefitted its work in the following ways:

- Providing insight on tourism market knowledge
- Assisting in the restriction of the application process, which supported the option for 2 applications. Cultural Events and Large Festivals to allow additional smaller events to apply.

I am proud of what this group has accomplished throughout my term(s) of service, and look forward to future opportunities. Reviewing the next year's grantee applications and working with the committee to target long-term tourism growth opportunities.

Once again, it has been my honor to serve the Lodging Tax Advisory Committee. I hope that you will grant my request for reappointment.

Thank you in advance for your consideration.

Sincerely,

Christie Rust

Boards and Commissions Application- Fall 2025

Getting Started

- Carefully review the requirements for the posted position before completing your application.
- Review board information including membership eligibility and expectations to confirm qualifications.
- Commission meetings may require in-person day or evening attendance. When you accept a Board/Commission seat, you'll confirm your ability to attend these meetings.
- Upon appointment, proof of identity and residency may be required ("Do I live in Vancouver City limits?" map)
- Applications are considered active for one year. You will be notified by email of future openings for those Boards and Commissions you previously applied for or expressed interest in.
- Under the state's Public Records Act (RCW 42.56), applications submitted for these appointments are public records and may be subject to public disclosure.
- City employees are not eligible to serve on boards and commissions.

Purpose
Use this form to apply to be a member of a board, commission or committee

Eligibility
Must be 18 years old or older

Are you 18 years old or older?	Yes
Do you live in Vancouver City Limits?	No

Please provide your first and last Name:

First Name	Michael
Last Name	Bomar
Which board(s) or committee(s) are you applying for? (Select all that apply)	• Lodging Tax Advisory Committee
Have you served on this board in the past?	No
Are you currently serving on a board or commission for the City of Vancouver?	No
Email Address	mbomar@portvanusa.com
Phone Number	360-839-3577
Address	3103 NW Lower River Road
City	Vancouver
State	Washington

ZIP Code	98660
What is your length of residency in Vancouver?	More than 20 years
Occupation and Employer (if applicable)	Port of Vancouver USA
Do you, or does your firm or place of employment do business with the City?	Yes
Please Describe	Yes, the Port of Vancouver is located in and does extensive business in the City.
Do you, your firm or place of employment, have business that may involve a contract with the City for land, materials, supplies, or services?	Yes
Please Describe	The port has several intergovernmental MOU's with the City and may contract for services, and/or supplies from time to time.
Which board, commission or committee are you most interested in? (1st choice)	Lodging Tax Authority
Which board, commission or committee are you most interested in? (2nd choice)	Parks and Recreation
Are you interested in applying for more than one board, commission or committee?	No
Have you served on this board/commission or any others in the past?	No
What do you think are the most important issues our community is facing today?	Homelessness Planning for Growth Sustainable Service Provision
The City of Vancouver is committed to facilitating and amplifying multiple perspectives and experiences from across the community. What diverse experiences, skills, perspectives and values would you bring to a City board or commission?	I bring a specific perspective of a long-time Clark County resident who works in international trade and business development but also has a strong history of engaging in local community development efforts.
We know there are many ways that people show how much they care for our community. Please describe your current and past community involvement, formal or informal, and ways that you have positively contributed to our community. Informal community	I have served on many Boards and Committees in the area, including but not limited to, the Quality Schools Advisory Board, Ridgefield Main Street Board (Past Chair), Coached Baseball (20+ years), Visit Vancouver WA Board, WSU Chancellors Advisory Committee, Cougs in the Community, and many ad hoc City of Vancouver groups, including downtown tax advisory group, economic development planning advisory group, comprehensive planning, etc.

involvement could include things such as volunteering, supporting neighbors, participating in a faith community, or participating in a youth sports league.	
Please describe your interest in serving as a board member or commissioner. Why do you want to be involved with the City of Vancouver, and why this role?	Promoting tourism is one of the charges and statutorily authorized purposes of the Port of Vancouver and we endeavor to be good partners to the City in these efforts, beyond those projects and initiatives that directly involve the port.
Please describe your experience with racial equity, as well as your comfort level, previous engagement and work with diverse communities.	I have worked to promote racial equity in my career through various roles including as President of the CREDC, Executive Director at the SW Washington Contractors Association, and through other volunteer roles in the community, including Leadership Clark County. Currently, I serve on the Port's Company Culture Committee, helped to develop the port's DEI action plan, and serve on an advisory board for a private company that provides services to help organizations advance their racial equity efforts.
The City of Vancouver is setting ambitious goals around climate change. As a member of a City board or commission, how will your knowledge, skills and experiences prepare you to address climate change?	The port has collaborated with the City on our respective Climate Action Plans and I would bring my familiarity with those plans to this role, looking for opportunities to support the goals in the plan in the LTAC's work.
Is there anything else you would like us to know?	Thanks for the opportunity to apply!
How did you hear about this position?	• Word of mouth
Providing this information is voluntary and will not be used in candidate selection for any board.	
What is your age range?	31-55
What are your preferred pronouns? (Check all that apply)	• He/Him/ His
What is your gender identity or expression? (Check all that apply)	• Male
What is your race/ethnicity? (Check all that apply)	• White
Which languages do you speak other than English? Check all that apply.	• Other
If other languages, please indicate.	Fluent in French and have a working proficiency in Japanese.
In what zip code to you live or work?	98660
What is the highest degree or level of education you have completed?	Master's degree

Do you rent or own your home?	Own
Have you ever served on active duty in the U.S. Armed Forces, military Reserves, or National Guard?	No
Do you live with a disability or identify as a disabled person?	No

Signature Agreement

By affixing your signature in the box below, you agree that such signature will be the electronic representation of your signature to be valid and binding upon you for all purposes when you (or your agent) affix below, including on legally binding contracts, just the same as a hand-written signature.

Signature



Thank you for providing this information. After clicking ‘Submit’ you will receive a Submission ID number that can be retained for your records.

Staff will be in touch once the recruitment closes on next steps. Please be aware that this could take up to 30 days.

Feel free to reach out to bc_coordinator@cityofvancouver.us with any questions in the meantime.

Have a great day!

Boards and Commissions Application- Fall 2025

Getting Started

- Carefully review the requirements for the posted position before completing your application.
- Review board information including membership eligibility and expectations to confirm qualifications.
- Commission meetings may require in-person day or evening attendance. When you accept a Board/Commission seat, you'll confirm your ability to attend these meetings.
- Upon appointment, proof of identity and residency may be required ("Do I live in Vancouver City limits?" map)
- Applications are considered active for one year. You will be notified by email of future openings for those Boards and Commissions you previously applied for or expressed interest in.
- Under the state's Public Records Act (RCW 42.56), applications submitted for these appointments are public records and may be subject to public disclosure.
- City employees are not eligible to serve on boards and commissions.

Purpose
Use this form to apply to be a member of a board, commission or committee

Eligibility
Must be 18 years old or older

Are you 18 years old or older?	Yes
Do you live in Vancouver City Limits?	Yes

Please provide your first and last Name:

First Name	Keri
Last Name	Robinson
Which board(s) or committee(s) are you applying for? (Select all that apply)	• Lodging Tax Advisory Committee
Have you served on this board in the past?	No
Are you currently serving on a board or commission for the City of Vancouver?	No
Email Address	keriallanrobinson@gmail.com
Phone Number	206-491-8294
Address	1111 W Columbia Way #607
City	Vancouver
State	Washington

ZIP Code	98660
What is your length of residency in Vancouver?	Less than a year
Occupation and Employer (if applicable)	Retired
Do you, or does your firm or place of employment do business with the City?	No
Do you, your firm or place of employment, have business that may involve a contract with the City for land, materials, supplies, or services?	No
Which board, commission or committee are you most interested in? (1st choice)	Lodging Tax Authority
Are you interested in applying for more than one board, commission or committee?	No
Have you served on this board/commission or any others in the past?	No
What do you think are the most important issues our community is facing today?	Thinking about the Lodging Tax Authority, I would say continuing to build momentum and awareness for the Vancouver brand in the highly competitive travel and tourism space. I would imagine investors in the Vancouver Waterfront will be looking for a return on their investment.
The City of Vancouver is committed to facilitating and amplifying multiple perspectives and experiences from across the community. What diverse experiences, skills, perspectives and values would you bring to a City board or commission?	I grew up in Portland and spent the last 40 years working for Marriott International. I retired from Marriott in January 2025 -- my last position with the company was Area Vice President for the full-service, managed hotels in the Western Mountain Pacific and Western Canada areas. In May 2025, I moved from Downtown Seattle to the Vancouver Waterfront. I have been very impressed with the community as well as the events and activations. I would like to find a way to engage and contribute my experience working in hotels and serving on hospitality boards over the years. In recent years, I served on the executive board of directors for Washington Hospitality Association and served as chair of Visit Seattle the city's destination marketing organization. Over the years in cities where I have managed hotels, I have served on various boards of directors, most notably the San Diego Tourism Marketing District which funds the San Diego Tourism Authority and other campaigns and events designed to promote the destination.
We know there are many ways that people show how much they care for our community. Please describe your current and past community involvement, formal or informal, and ways that you have positively contributed to our community. Informal community involvement could include things	I moved to Vancouver over Memorial Day weekend. I have not found an opportunity to contribute to the community as of yet.

such as volunteering, supporting neighbors, participating in a faith community, or participating in a youth sports league.	
Please describe your interest in serving as a board member or commissioner. Why do you want to be involved with the City of Vancouver, and why this role?	In May 2025, I moved from Downtown Seattle to the Vancouver Waterfront. I have been very impressed with the community as well as the various events and activations in the city. I would like to find a way to engage and contribute my extensive experience working in hotels and serving on hospitality boards over the years. I see the vision for this amazing destination, and I would like to help the City of Vancouver optimize its investments for maximum reach.
Please describe your experience with racial equity, as well as your comfort level, previous engagement and work with diverse communities.	While I am no longer working for Marriott International, my approach and thoughts around racial equity remain the same. Marriott positions racial equity as central to its diversity, equity, and inclusion values. The company commits to fighting racism, increasing representation, and expanding opportunity.
The City of Vancouver is setting ambitious goals around climate change. As a member of a City board or commission, how will your knowledge, skills and experiences prepare you to address climate change?	My familiarity with sustainable initiatives in hotels could potentially help the hospitality community.
Is there anything else you would like us to know?	I am newly retired and have time to give. I would like to find a way to stay engaged in the travel and tourism industry and help position Vancouver on a larger stage. I am interested in an At Large position if there are any available. Thank you for your consideration.
How did you hear about this position?	• Word of mouth
Providing this information is voluntary and will not be used in candidate selection for any board.	
What is your age range?	56-70
What are your preferred pronouns? (Check all that apply)	• She/Her/Hers
What is your gender identity or expression? (Check all that apply)	• Female
What is your race/ethnicity? (Check all that apply)	• White
In what zip code to you live or work?	98660
What is the highest degree or level of education you have completed?	Bachelor's degree
Do you rent or own your home?	Rent
Have you ever served on active duty in the U.S. Armed Forces,	No

military Reserves, or National Guard?	
Do you live with a disability or identify as a disabled person?	No

Signature Agreement

By affixing your signature in the box below, you agree that such signature will be the electronic representation of your signature to be valid and binding upon you for all purposes when you (or your agent) affix below, including on legally binding contracts, just the same as a hand-written signature.

Signature



Thank you for providing this information. After clicking ‘Submit’ you will receive a Submission ID number that can be retained for your records.

Staff will be in touch once the recruitment closes on next steps. Please be aware that this could take up to 30 days.

Feel free to reach out to bc_coordinator@cityofvancouver.us with any questions in the meantime.

Have a great day!

Boards and Commissions Application- Fall 2025

Getting Started

- Carefully review the requirements for the posted position before completing your application.
- Review board information including membership eligibility and expectations to confirm qualifications.
- Commission meetings may require in-person day or evening attendance. When you accept a Board/Commission seat, you'll confirm your ability to attend these meetings.
- Upon appointment, proof of identity and residency may be required ("Do I live in Vancouver City limits?" map)
- Applications are considered active for one year. You will be notified by email of future openings for those Boards and Commissions you previously applied for or expressed interest in.
- Under the state's Public Records Act (RCW 42.56), applications submitted for these appointments are public records and may be subject to public disclosure.
- City employees are not eligible to serve on boards and commissions.

Purpose
Use this form to apply to be a member of a board, commission or committee

Eligibility
Must be 18 years old or older

Are you 18 years old or older?	Yes
Do you live in Vancouver City Limits?	Yes

Please provide your first and last Name:

First Name	Kyle
Last Name	Byrd
Which board(s) or committee(s) are you applying for? (Select all that apply)	• Lodging Tax Advisory Committee
Have you served on this board in the past?	No
Are you currently serving on a board or commission for the City of Vancouver?	No
Email Address	kylebyrd01@gmail.com
Phone Number	541-250-1566
Address	304 SE 155th Ave
City	Vancouver
State	Washington

ZIP Code	98684
What is your length of residency in Vancouver?	1 to 5 years
Occupation and Employer (if applicable)	Hotel Management
Do you, or does your firm or place of employment do business with the City?	No
Do you, your firm or place of employment, have business that may involve a contract with the City for land, materials, supplies, or services?	No
Which board, commission or committee are you most interested in? (1st choice)	Lodging Tax Authority
Which board, commission or committee are you most interested in? (2nd choice)	Culture, Arts and Heritage
Are you interested in applying for more than one board, commission or committee?	No
Have you served on this board/commission or any others in the past?	No
What do you think are the most important issues our community is facing today?	In the lodging industry, developing demand is our biggest need. We have an area ripe for more and new business, and we need to foster that to bring sustainable long-term demand to the area.
The City of Vancouver is committed to facilitating and amplifying multiple perspectives and experiences from across the community. What diverse experiences, skills, perspectives and values would you bring to a City board or commission?	I have been in the hotel industry for over 13 years and have worked in various areas throughout the Pacific Northwest and Alaska. I have worked with team members and guests from around the world with varying languages, cultures and needs. I value what others bring to the table, and I know there is always something new to learn from every person and every situation. I myself am mixed race and have family all over the country.
We know there are many ways that people show how much they care for our community. Please describe your current and past community involvement, formal or informal, and ways that you have positively contributed to our community. Informal community involvement could include things such as volunteering, supporting neighbors, participating in a faith community, or participating in a youth sports league.	Giving back to my community is something I enjoy immensely. In my 3 years in Vancouver, I have volunteered with Portland Backpack, Youth Sports and Vancouver Church as well as various other individual projects around the area. Previously, I volunteered for many years with Special Olympics, Kiwanis, Rotary, Parks and Rec and several other faith-based organizations. Working with these organizations is great, but more important is spending time in your community and helping out your direct neighbors. Showing love to your direct community and giving them a person that they know cares for them does so much not only to help them but also to enrich your own life.

Please describe your interest in serving as a board member or commissioner. Why do you want to be involved with the City of Vancouver, and why this role?	I have been in hospitality for over 13 years and I know the power that fostering tourism and the community itself can have on our industry. I want to serve on the board to use my knowledge and creativity to be a part of the future of tourism in Vancouver. I think I have a good perspective on the state of the industry and can work with everyone to make it even better. It also seems that East Vancouver doesn't have as much involvement or sway as most of the rest of Vancouver. East is growing like crazy and should be in the conversation when future plans are created.
Please describe your experience with racial equity, as well as your comfort level, previous engagement and work with diverse communities.	I am mixed race. My dad is black and my mother is white. I have always been in both communities and am fully comfortable working with diverse groups of individuals. Also, hospitality is filled with culture. We often have extremely divers teams. A majority of the staff in my hotel were born all over the world including, Ukraine, Mexico, Brazil, Guam, Philippines and Thailand. We celebrate this diversity all the time and it makes our hotel better than it could be without it.
The City of Vancouver is setting ambitious goals around climate change. As a member of a City board or commission, how will your knowledge, skills and experiences prepare you to address climate change?	I am not a scientist, but I do have two young children that are going to feel the result of whatever we do or don't do to protect our earth. I am invested in supporting the work that will make an impact on sustaining this world for my children and their children after them.
Is there anything else you would like us to know?	I have lives in various places around the Pacific Northwest and am happy that we have landed her in Vancouver. My wife and I purchased our first house this past year and we are here to stay. I am invested in the future of this community and want to make it the best possible place for me, my family and the community as a whole.
How did you hear about this position?	• Word of mouth

Providing this information is voluntary and will not be used in candidate selection for any board.

What is your age range?	31-55
What are your preferred pronouns? (Check all that apply)	• He/Him/ His
What is your gender identity or expression? (Check all that apply)	• Male
What is your race/ethnicity? (Check all that apply)	• Black/African American • White
Which languages do you speak other than English? Check all that apply.	• None
In what zip code to you live or work?	98684
What is the highest degree or level of education you have completed?	Bachelor's degree
Do you rent or own your home?	Own

Have you ever served on active duty in the U.S. Armed Forces, military Reserves, or National Guard?	No
Do you live with a disability or identify as a disabled person?	No

Signature Agreement

By affixing your signature in the box below, you agree that such signature will be the electronic representation of your signature to be valid and binding upon you for all purposes when you (or your agent) affix below, including on legally binding contracts, just the same as a hand-written signature.

Signature



Thank you for providing this information. After clicking ‘Submit’ you will receive a Submission ID number that can be retained for your records.

Staff will be in touch once the recruitment closes on next steps. Please be aware that this could take up to 30 days.

Feel free to reach out to bc_coordinator@cityofvancouver.us with any questions in the meantime.

Have a great day!

To: Mayor and City Council
From: City Manager
Date: December 8, 2025

Subject
Approval of Claim Vouchers

Action Requested
Approve claim vouchers for December 8, 2025.

Attachments:
1. December 8, 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:

$ 11,940,603.86 this 8th day of December 2025.

MAYOR

COUNCILMEMBER

Cyndi A. Turner Digitally signed by Cyndi A. Turner Date: 2025.12.01 11:06:06 -08'00'

AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
November 24, 2025 - November 30, 2025	Accounts Payable Checks (see attached)	$ 7,477,771.61
November 24, 2025 - November 30, 2025	Hansen City Payments (see attached)	$ 10,015.87
November 24, 2025 - November 30, 2025	Visa Refunds (see attached)	$ 995.00
November 24, 2025 - November 30, 2025	Payroll Checks (see attached)	$ 4,451,821.38
TOTAL		$ 11,940,603.86

INVOICE PAYMENTS REPORT

Category	Type	Transaction Reference	Date	Amount	Payee	Memo
Supplier Payment	Check	28588	11/25/2025	5,483.00	Aflac	
Supplier Payment	Check	28589	11/25/2025	6,177.96	AFSCME Local #307	
Supplier Payment	Check	28590	11/25/2025	658.50	California State Disbursement Unit	
Supplier Payment	Check	28591	11/25/2025	2,533.50	Chapter 13 - Trustee	
Supplier Payment	Check	28592	11/25/2025	491.00	Hawaii SDU	
Supplier Payment	Check	28593	11/25/2025	780.65	IAM Local #1374	
Supplier Payment	Check	28594	11/25/2025	8,713.34	Life Insurance Company of North America	
Supplier Payment	Check	28595	11/25/2025	1,375.00	MFS Service Center Inc	
Supplier Payment	Check	28596	11/25/2025	6,606.49	OPEIU Local #11	
Supplier Payment	Check	28597	11/25/2025	814.00	Teamsters Local #58	
Supplier Payment	Check	28598	11/25/2025	350.00	UA Local #290	
Supplier Payment	Check	28599	11/25/2025	2,411.16	Western Conference of Teamsters	
Supplier Payment	Check	28600	11/25/2025	1,348.26	Western Metal Industry Pension Fund	
Supplier Payment	Check	28601	11/26/2025	540.74	Accurate Corporate Services Inc	
Supplier Payment	Check	28602	11/26/2025	15,457.11	Advanced Traffic Products Inc	
Supplier Payment	Check	28603	11/26/2025	12,856.25	AKS Engineering & Forestry LLC - Remit-To: Tualatin Address	
Supplier Payment	Check	28604	11/26/2025	1,650.58	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	28605	11/26/2025	13,329.50	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	28606	11/26/2025	136.00	American Sani-Can	
Supplier Payment	Check	28607	11/26/2025	10,974.66	Arborscape Ltd Inc	
Supplier Payment	Check	28608	11/26/2025	1,200.00	AT & T Mobility National Accounts LLC - Remit-To: Legal Demand Center for Law Enforcement	
Supplier Payment	Check	28609	11/26/2025	400.00	Bradford Davis	
Supplier Payment	Check	28610	11/26/2025	500.00	Brooke Nugent	
Supplier Payment	Check	28611	11/26/2025	61,944.10	Bud Clary Chevrolet, Cadillac Inc	
Supplier Payment	Check	28612	11/26/2025	133,293.64	Car Toys, Inc.	
Supplier Payment	Check	28613	11/26/2025	375.00	Cellco Partnership - Remit-To: Cellco - NJ	
Supplier Payment	Check	28614	11/26/2025	738.30	Chicago Title Company of WA	
Supplier Payment	Check	28615	11/26/2025	1,680.12	Clark County Public Utility District No. 1	
Supplier Payment	Check	28616	11/26/2025	140,910.89	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	28617	11/26/2025	213,737.70	Clary Longview LLC	
Supplier Payment	Check	28618	11/26/2025	10,118.40	Columbia Resource Company	
Supplier Payment	Check	28619	11/26/2025	4,000.00	David Corey PHD PC	
Supplier Payment	Check	28620	11/26/2025	6,615.00	Davidson Benefits Planning	
Supplier Payment	Check	28621	11/26/2025	2,822.27	Eco Fencing and Decking LLC	
Supplier Payment	Check	28622	11/26/2025	33,799.14	Emphasys Computer Solutions Inc.	
Supplier Payment	Check	28623	11/26/2025	300.00	ERF Company Inc	
Supplier Payment	Check	28624	11/26/2025	1,241.00	Fidelity National Title Co of Washington	
Supplier Payment	Check	28625	11/26/2025	1,564.55	Fire, Health & Safety Equipment Co., Inc	
Supplier Payment	Check	28626	11/26/2025	2,053.97	Galls LLC	
Supplier Payment	Check	28627	11/26/2025	63,179.04	GBD Architects	
Supplier Payment	Check	28628	11/26/2025	2,946.78	Genuine Parts Company - Remit-To: NAPA - Vancouver	

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

INVOICE PAYMENTS REPORT

Category	Type	Transaction Reference	Date	Amount	Payee	Memo
Supplier Payment	Check	28629	11/26/2025	447,046.60	Grade Werks Excavating LLC	
Supplier Payment	Check	28630	11/26/2025	8,412.50	Groundwater Solutions, Inc.	
Supplier Payment	Check	28631	11/26/2025	1,687.50	Gunderson Services LLC	
Supplier Payment	Check	28632	11/26/2025	6,394.15	L.N. Curtis & Sons	
Supplier Payment	Check	28633	11/26/2025	4,073.27	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	28634	11/26/2025	3,203.62	Lakeyland Inc	
Supplier Payment	Check	28635	11/26/2025	146,283.20	McFarlanes Bark Inc	
Supplier Payment	Check	28636	11/26/2025	11,670.50	Parametrix, Inc	
Supplier Payment	Check	28637	11/26/2025	2,089.72	Port of Vancouver USA - Remit-To: Supplier Port of Vancouver	
Supplier Payment	Check	28638	11/26/2025	1,995.00	Professional Development Academy, LLC	
Supplier Payment	Check	28639	11/26/2025	29,187.75	Public Safety Testing Inc	
Supplier Payment	Check	28640	11/26/2025	13.78	Qwest Corporation - Remit-To: CenturyLink - Phoenix	
Supplier Payment	Check	28641	11/26/2025	9,457.68	Qwest Corporation - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	28642	11/26/2025	10,034.23	RH2 Engineering, Inc.	
Supplier Payment	Check	28643	11/26/2025	780.00	Robert Arthur Meyers Jr.	
Supplier Payment	Check	28644	11/26/2025	57,058.50	Scott Edwards Architecture LLP	
Supplier Payment	Check	28645	11/26/2025	9,832.96	SEA-WESTERN, INC.	
Supplier Payment	Check	28646	11/26/2025	3,903.28	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago	
Supplier Payment	Check	28647	11/26/2025	290.00	State of Idaho Department of Treasury	
Supplier Payment	Check	28648	11/26/2025	3,407.64	State of Washington Department of Transportation - Remit-To: WADOT - PO Box 47305	
Supplier Payment	Check	28649	11/26/2025	76.11	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	28650	11/26/2025	65.75	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	28651	11/26/2025	15,927.70	Summit Law Group	
Supplier Payment	Check	28652	11/26/2025	19,340.29	SuperTrees Inc	
Supplier Payment	Check	28653	11/26/2025	815.00	T-Mobile	
Supplier Payment	Check	28654	11/26/2025	193.66	Transunion Risk & Alternative Data Solutions Inc	
Supplier Payment	Check	28655	11/26/2025	1,544.91	Trilogy MedWaste West, LLC	
Supplier Payment	Check	28656	11/26/2025	564.00	Veritext LLC - Remit-To: Veritext LLC	
Supplier Payment	Check	28657	11/26/2025	106.17	Vestis Group, Inc - Remit-To: Vestis - Pasadena	
Supplier Payment	Check	28658	11/26/2025	353.60	W.B. Sprague Co. Inc.	
Supplier Payment	Check	28659	11/26/2025	2,428.24	Walter E Nelson Company	
Supplier Payment	Check	28660	11/26/2025	541.76	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	28661	11/26/2025	11,714.04	Wex Bank	
Customer Refund	Check	28662	11/26/2025	84.50	ELENA E GROAT	credit/rebill due to customer request of late fee waiver
Customer Refund	Check	28663	11/26/2025	10,000.00	HOLLAND WASHINGTON & SIXTH, LLC	Refund request by Eve Nuno for check sent in error.
Customer Refund	Check	28664	11/26/2025	151.00	WESTSIDE TOOLS LLC	Customer duplicated payment
Miscellaneous Payment	Check	28665	11/26/2025	49.25	Grant Kirkham	10.31.25 Concealed pistol license refund

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

INVOICE PAYMENTS REPORT

Category	Type	Transaction Reference	Date	Amount	Payee	Memo
Miscellaneous Payment	Check	28666	11/26/2025	476.00	Gregory Howard Peterson	Refund Business License Fees - Overpaid
Miscellaneous Payment	Check	28667	11/26/2025	17.50	Jose Ornelas Mendoza	09.12.25 Concealed pistol refund
Miscellaneous Payment	Check	28668	11/26/2025	7.25	Michaiah Anne Henry	09.16.25 Concealed pistol refund
Miscellaneous Payment	Check	28669	11/26/2025	6,016.75	Peace Health Networks on Demand LLC, DBA ZoomCare	CMI-375680 (jobsite: 16020 SE Mill Plain Blvd 113)
Miscellaneous Payment	Check	28670	11/26/2025	46.62	Sarah Howe	Refund parking permit COV14779
Miscellaneous Payment	Check	28671	11/26/2025	595.20	Silver Buckle Homes LLC	RES-369403
Miscellaneous Payment	Check	28672	11/26/2025	32.00	Steven John Hanson	10.20.25 Concealed pistol renewal refund
Miscellaneous Payment	Check	28673	11/26/2025	418.12	WA ESD BEN OVERPAYMENT	Claim ID# PLGNJ8
Ad Hoc Payment	Check	28674	11/26/2025	293.32	Anderson,Dorothy	518 NE 144TH AVE ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	28675	11/26/2025	233.87	Bilobrovets,Yuliia or Iakiv	2116 SE 131ST AVE ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	28676	11/26/2025	306.00	Bryrer,Catherine	15208 SE EVERGREEN HWY ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	28677	11/26/2025	117.82	Cass,Linda	2607 SE 138TH LOOP ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	28678	11/26/2025	81.74	Clark,Nicholas S	14613 NE 35TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	28679	11/26/2025	147.01	Columbia Redevelopment LLC	710 NE 151ST AVE ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	28680	11/26/2025	304.03	Dennis or Lori Scott	15506 SE STEVENSON DR ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	28681	11/26/2025	375.07	Diaz,Miguel	13901 NE 39TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	28682	11/26/2025	126.85	DMK Homes Inc	6705 NW 24TH CT ,VANCOUVER,WA,98665
Ad Hoc Payment	Check	28683	11/26/2025	217.88	Finley,Tyler or Ashtyn	1101 SE 116TH CT ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	28684	11/26/2025	13.77	Ginn,Tyler R	1505 NE 89TH CT ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	28685	11/26/2025	71.21	Glen R Muir	5713 NE 38TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	28686	11/26/2025	148.27	Gratzer Childrens Trust	18305 NE 20TH ST ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	28687	11/26/2025	71.71	Ivan or Myroslava Petrouchtchak	17964 SE 41ST LOOP ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	28688	11/26/2025	36.83	John Garneau or Michelle Perez	4505 NE 44TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	28689	11/26/2025	69.01	John Mayer or Sherry L Ehlers	8805 NE 36TH ST ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	28690	11/26/2025	304.91	Johnson,Megan or Nolan	2013 SE BELLA VISTA RD ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	28691	11/26/2025	196.00	Juliette or David Fernandez	18512 SE 20TH WAY ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	28692	11/26/2025	288.00	Kaelyn or Ragan Carlson	17207 NE 26TH WAY ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	28693	11/26/2025	124.51	Kenneth and Tamara Williams Revocable Trust	9106 NE 106TH ST ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	28694	11/26/2025	489.87	Lee,Cora L	7702 NE 159TH AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	28695	11/26/2025	154.25	Martin,Maura	7016 NE 75TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	28696	11/26/2025	163.15	McCall,Jeff	2307 SHERIDAN DR ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	28697	11/26/2025	185.00	Melissa or Nicholas Wehrman	15523 NE 107TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	28698	11/26/2025	305.61	Nishi Jhaveri or Jack or Linda Haring	7419 NE 135TH AVE ,VANCOUVER,WA,98682

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

INVOICE PAYMENTS REPORT

Category	Type	Transaction Reference	Date	Amount	Payee	Memo
Ad Hoc Payment	Check	28699	11/26/2025	275.04	Nishi Jhaveri or Jack or Linda Haring	7419 NE 135TH AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	28700	11/26/2025	67.39	Olivia or David Kauffman	1608 SE 105TH CT ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	28701	11/26/2025	99.82	Opendoor Property Trust I	5215 NE 85TH AVE ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	28702	11/26/2025	80.73	Raymond W or Kristin M McDonald	4700 NE 137TH AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	28703	11/26/2025	392.05	Rex,Dale E	2614 SE 138TH AVE ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	28704	11/26/2025	66.18	Roncarati,Linda	5102 NE 28TH AVE ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	28705	11/26/2025	98.35	Sherman,Marsha	10107 NE 9TH ST ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	28706	11/26/2025	215.25	Steve D Gaul or Shelby A Trively-Gaul	2305 NE 94TH CT ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	28707	11/26/2025	656.08	The Elaine Sabo Revocable Trust	7520 SE MIDDLE WAY ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	28708	11/26/2025	90.78	The Womack Family Revocable Trust	5712 NE 52ND CIR ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	28709	11/26/2025	71.89	Tuong Nguyen or Thu Hoang	14412 NE DOUGLAS FIR CT ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	28710	11/26/2025	1,176.46	Wayfairs Holding LLC	1910 E MILL PLAIN BLVD ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	28711	11/26/2025	219.00	Wheeler,Jodie	7817 NE 107TH AVE ,VANCOUVER,WA,98662
			Check	**1,612,829.61**		
Cash Advance Payment	Direct Deposit	EFT-00326850	11/28/2025	47.25	Darren McShea	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00326851	11/28/2025	457.00	Tim Martin	Travel Advance
Expense Payment	Direct Deposit	EFT-00326852	11/28/2025	180.00	Chad Thurman	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00326853	11/28/2025	470.45	Larry Blatnik	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00326854	11/28/2025	376.35	Lon Pluckhahn	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00326855	11/28/2025	143.00	Trevor Webberley	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00326856	11/28/2025	257.50	Brandy Osborn	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00326857	11/28/2025	75.00	James Porter	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00326858	11/28/2025	18.02	Chad Ryle	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00326859	11/28/2025	133.50	Kassidy Owen	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00326860	11/28/2025	259.26	Ryan Miles	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00326861	11/28/2025	1,527.21	Anne McEnerny-Ogle	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00326862	11/28/2025	367.00	Thomas Carter	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00326863	11/28/2025	220.80	Jaron Yankovich	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00326864	11/28/2025	150.25	Christopher Sneider	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00326865	11/28/2025	210.79	Joseph Lenahan	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00326866	11/28/2025	457.00	Jason Beach	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00326867	11/28/2025	78.75	Michael Whitney	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00326868	11/28/2025	457.00	Patrick Moore	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00326869	11/28/2025	457.00	Erica Nilsen	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00326870	11/28/2025	360.00	Shane LaBeck	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00326871	11/28/2025	457.00	Steven Forgette	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00326872	11/28/2025	47.25	Nicole Vigil	Travel Advance
			Direct Deposit	**7,207.38**		
Supplier Payment	EFT	EFT-00326802	11/25/2025	20,661.25	Allegiance Benefit Plan Management Inc (COBRA)	
Supplier Payment	EFT	EFT-00326803	11/25/2025	12,005.74	Vancouver Police Officer Guild	
Supplier Payment	EFT	EFT-00326804	11/25/2025	1,293.36	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00326805	11/25/2025	156.41	Legal Shield	
Supplier Payment	EFT	EFT-00326806	11/25/2025	33,506.91	IAFF Local #452	
Supplier Payment	EFT	EFT-00326873	11/28/2025	37,138.50	PBS Engineering and Environmental Inc	
Supplier Payment	EFT	EFT-00326874	11/28/2025	4,275.00	Courtney R. Mendoza	
Supplier Payment	EFT	EFT-00326875	11/28/2025	8,340.00	The Arts Centered	
Supplier Payment	EFT	EFT-00326876	11/28/2025	3,500.00	The Amy VanCamp Experience LLC	
Supplier Payment	EFT	EFT-00326877	11/28/2025	24,428.59	Council for the Homeless	
Supplier Payment	EFT	EFT-00326878	11/28/2025	6,228.49	Bound Tree Medical LLC	
Supplier Payment	EFT	EFT-00326879	11/28/2025	518.98	Distinctive Landscape LLC	

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

INVOICE PAYMENTS REPORT

Category	Type	Transaction Reference	Date	Amount	Payee	Memo
Supplier Payment	EFT	EFT-00326880	11/28/2025	1,406.26	Emerald Services Inc - Remit-To: Emerald - Dallas TX	
Supplier Payment	EFT	EFT-00326881	11/28/2025	9,050.00	AMS Planning & Research Corp	
Supplier Payment	EFT	EFT-00326882	11/28/2025	29,925.00	Gregory S. Cheney, PLLC	
Supplier Payment	EFT	EFT-00326883	11/28/2025	3,046.40	Foundry Construction LLC	
Supplier Payment	EFT	EFT-00326884	11/28/2025	21,613.13	Workday Inc	
Supplier Payment	EFT	EFT-00326885	11/28/2025	21,542.33	Contract Land Staff LLC	
Supplier Payment	EFT	EFT-00326886	11/28/2025	8,805.74	Waxie's Enterprises Inc	
Supplier Payment	EFT	EFT-00326887	11/28/2025	1,000.00	Spring Consulting Group an Alera Company	
Supplier Payment	EFT	EFT-00326888	11/28/2025	3,163.00	BAE Urban Economics, Inc.	
Supplier Payment	EFT	EFT-00326889	11/28/2025	965.06	Pacific Landscape Services Inc	
Supplier Payment	EFT	EFT-00326890	11/28/2025	600.00	Clarity Consulting Partners, LLC	
Supplier Payment	EFT	EFT-00326891	11/28/2025	4,251.90	Better Air Northwest, LLC	
Supplier Payment	EFT	EFT-00326892	11/28/2025	17,417.06	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00326893	11/28/2025	3,150.00	Avolve Software Corp	
Supplier Payment	EFT	EFT-00326894	11/28/2025	252,966.48	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	EFT	EFT-00326895	11/28/2025	1,822.50	Bureau Veritas North America, Inc.	
Supplier Payment	EFT	EFT-00326896	11/28/2025	32,062.64	State of Washington Department of Enterprise Services	
Supplier Payment	EFT	EFT-00326897	11/28/2025	2,502.00	Rapid Response Bio Clean Inc.	
Supplier Payment	EFT	EFT-00326898	11/28/2025	60,064.01	Live Love Outreach	
Supplier Payment	EFT	EFT-00326899	11/28/2025	95,285.72	Do Good Multnomah	
Supplier Payment	EFT	EFT-00326900	11/28/2025	3,153.48	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00326901	11/28/2025	1,184.22	Solid Waste Systems	
Supplier Payment	EFT	EFT-00326902	11/28/2025	57,651.51	Consor North America Inc - Remit-To: Consor North America Inc	
Supplier Payment	EFT	EFT-00326903	11/28/2025	32,895.30	Share	
Supplier Payment	EFT	EFT-00326904	11/28/2025	499,869.45	Rotschy Inc	
Supplier Payment	EFT	EFT-00326905	11/28/2025	813,460.61	Allied Plumbing and Pumps LLC	
Supplier Payment	EFT	EFT-00326906	11/28/2025	14,982.01	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00326907	11/28/2025	1,326.00	Pacifica Law Group LLP - Remit-To: Pacifica Law Group	
Supplier Payment	EFT	EFT-00326908	11/28/2025	5,000.00	Fourth Plain Forward	
Supplier Payment	EFT	EFT-00326909	11/28/2025	180,842.90	First Forty Feet LLC	
Supplier Payment	EFT	EFT-00326910	11/28/2025	2,650.00	American Electrical Construction LLC	
Supplier Payment	EFT	EFT-00326911	11/28/2025	468.00	APE Studio, Inc	
Supplier Payment	EFT	EFT-00326912	11/28/2025	4,230.00	The EBOA	
Supplier Payment	EFT	EFT-00326913	11/28/2025	75.00	Amy Lynn Roark	
Supplier Payment	EFT	EFT-00326914	11/28/2025	3,516.00	Tierra Right of Way Services LTD	
Supplier Payment	EFT	EFT-00326915	11/28/2025	20,432.00	Sazan Group, Inc	
Supplier Payment	EFT	EFT-00326916	11/28/2025	10,211.10	GMP Consultants	
Supplier Payment	EFT	EFT-00326917	11/28/2025	25,325.00	BCE Engineers, Inc.	
Supplier Payment	EFT	EFT-00326918	11/28/2025	3,800.00	Cascadia Partners LLC	
Supplier Payment	EFT	EFT-00326919	11/28/2025	900.00	Jay Dallum	
Supplier Payment	EFT	EFT-00326920	11/28/2025	722,447.51	Operations Management International Inc	
Supplier Payment	EFT	EFT-00326921	11/28/2025	1,030.00	Atlas Technical Consultants LLC	
Supplier Payment	EFT	EFT-00326922	11/28/2025	6,426.42	State of Washington Auditor's Office	

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

INVOICE PAYMENTS REPORT

Category	Type	Transaction Reference	Date	Amount	Payee	Memo
			EFT	**3,134,568.97**		
Supplier Payment	Manual Wire		11/17/2025	1,166.45	JP Morgan Chase Bank, N.A.	
Supplier Payment	Manual Wire		11/24/2025	1,653.24	VSP Vision Care Inc	
Supplier Payment	Manual Wire		11/24/2025	94,401.90	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		11/25/2025	123,169.20	Amwins Group, Inc.	
Supplier Payment	Manual Wire		11/25/2025	59,482.08	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		11/25/2025	341,862.50	International City Management Association Retirement Corporation	
Supplier Payment	Manual Wire		11/25/2025	33,934.52	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		11/25/2025	56,319.66	Washington State Firefighters	
Supplier Payment	Manual Wire		11/25/2025	7,462.89	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		11/25/2025	586.00	Oregon SDU	
Supplier Payment	Manual Wire		11/25/2025	6,332.98	Washington SDU	
Supplier Payment	Manual Wire		11/26/2025	38,407.53	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		11/26/2025	189.00	Colorado Department of Revenue	
Supplier Payment	Manual Wire		11/26/2025	1,347,160.82	Internal Revenue Service	
Supplier Payment	Manual Wire		11/28/2025	51,741.45	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire		11/28/2025	15,762.01	Bank of America N.A.	
Supplier Payment	Manual Wire		11/28/2025	543,533.42	State of Washington Department of Revenue	
			Manual Wire	**2,723,165.65**		
			Checks	**1,612,829.61**		
			Direct Deposit	**7,207.38**		
			EFT	**3,134,568.97**		
			12/1/2025	10,015.87	City Payments	Posted 11-24-25 to 11-30-25
			Hansen Total	**10,015.87**		
			12/1/2025	80.00	Miscellanous	Parks Class Refunds FCC 11-24-25 to 11-30-25
			12/1/2025	915.00	Miscellanous	Parks Class Refunds MCC 11-24-25 to 11-30-25
			VISA Total	**995.00**		
			Payroll Total	**4,451,821.38**		
			GRAND TOTAL	**11,940,603.86**		

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

City of Vancouver
Payroll Council Report
November 24, 2025 - November 30, 2025

Check No.	Date	Explanation	Amount
3146 - 3162	11/25/25	November 25th Payroll	$ 5,152.20
324845 - 326800	11/25/25	November 25th Direct Deposits	$ 4,396,060.27
3163 - 3166	11/30/25	11 2025 Pension Payroll	$ 6,191.61
326807 - 326849	11/30/25	11 2025 Pension Direct Deposits	$ 41,850.32
326923	11/28/25	11/25/25 NACHA return	$ 2,566.98

$ 4,451,821.38

A RESOLUTION adopting changes to the 2023-2029 Strategic Plan.

Staff Report: 245-25

To: Mayor and City Council
From: City Manager
Date: December 8, 2025

Subject
2023-2029 Strategic Plan Updates

Key Points

- The 2023-2029 Strategic Plan was co-developed by Council, community and staff during a two-year process. The plan identifies eight Focus Areas and five Core Values to guide the organization over a six-year horizon.
- During the process of implementing and reporting on progress towards outcomes defined in the plan, staff identified opportunities to improve clarity and update language.
- These updates keep the strategic plan pertinent and allow for adaptability while keeping the Core Values and Focus Areas consistent, preserving the value of the strategic plan as an important community framework.
- Council consideration of changes provides for a transparent, public process to make updates.

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

Present Situation
In June of 2023, City Council adopted a 6-year strategic plan (City of Vancouver Strategic Plan 2023-2029 Update) to guide the organization in prioritizing and funding work to support desired community outcomes. During implementation and reporting on progress towards outcomes defined in the plan, staff noted opportunities to update and clarify language.

These proposed changes were summarized and shared with the Strategic Plan Advisory Committee for input and feedback. Next, the proposed changes were shared with Council during a workshop on November 3 for further input and feedback. The resulting strategic plan with proposed updates is now brought to Council for consideration and adoption during a formal public process to ensure transparency and accountability.

The suggestions for updates and modifications to the plan are intended to improve the clarity and reporting of work aligned with Focus Areas. No changes to Focus Areas (strategic outcome statements) or Core Values are proposed, only changes that relate to how the City is achieving the community outcomes defined in the plan. By updating the plan through a transparent process with community engagement, we create a responsive and nimble process to align work with a pertinent and meaningful plan.

Advantage(s)

Updating the plan using this public process provides more opportunities for the public to access and learn about the framework of the plan and where to get information about progress.

Challenge(s)
Changes to the plan require additional outreach and support for staff to ensure awareness and understanding of plan updates and the impact on reporting requirements.

Budget Impact
The process of updating the plan doesn't have a direct budget impact. Implementation of the work identified in the plan may have budget impacts that will be addressed through the City's normal budgeting process.

Prior Council Review

- Council Workshop May 8, 2023
- Council Adoption June 26, 2023
- Council Workshop November 3, 2025

Action Requested
On Monday, December 8, 2025, adopt the resolution approving proposed changes and updates to the 2023-2029 Strategic Plan.

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

Attachments:
1. Presentation
2. Resolution
3. Exhibit A - City of Vancouver Strategic Plan 2023-2029
4. Redline - Vancouver Strategic Plan Update - DRAFT

CITY OF Vancouver WASHINGTON

Strategic Plan Update

Aaron Lande
Assistant City Manager
Tanya Gray
Performance Analyst
City Manager's Office
Public Hearing – December 8, 2025





Agenda

- Background
- Progress
- Summary of Updates

Background


Council Direction
Strategic Plan Advisory Committee & City staff
Updates noted & process developed
2020-2021
2022
2023
2025
Community engagement
Adoption and implementation of plan
Incorporation of feedback & public hearing

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.



Incorporation of feedback

- Retain indicators related to workforce readiness and engagement by visitors and locals
- Value of plan as a consolidated reporting framework for community
- Support for the proposed new goals
- Importance of maintaining "close proximity" in Vibrant and Distinct Neighborhoods edit



Review of Update Process

August	September	October/November	December
• Work with staff • Incorporate proposed changes • Create summary for Strategic Plan Advisory Committee review	• Convene Strategic Plan Advisory Committee • Review proposed changes • Obtain feedback	• Editing and finalizing recommendations • Workshop with Council Nov. 3	• Public Hearing Dec. 8

Thank You



12/8/2025

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION adopting changes to the 2023-2029 Strategic Plan.

WHEREAS, in June of 2023, City Council adopted a strategic plan to guide funding and prioritization of work over a six-year horizon, and

WHEREAS, in the process of implementing and reporting on progress towards the strategic plan goals, staff recognized opportunities to clarify and correct it, and

WHEREAS, staff have identified and supported the proposed changes, and

WHEREAS, members of the Strategic Plan Advisory Committee were invited to review the proposed changes and shared feedback, and

WHEREAS, keeping the Strategic Plan up to date and pertinent using a public process supports the City's goal to be a high performing government, and

WHEREAS, a public hearing was duly noticed and held by the City Council on Monday December 8, 2025, regarding acceptance of the proposed changes to the 2023-2029 Strategic Plan.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The recitals set forth above are adopted as findings supporting the action of the City Council in adopting this resolution.

Section 2. The 2023-2029 Strategic Plan with the incorporated changes, attached hereto as Exhibit A and incorporated by reference, is hereby approved and adopted.

ADOPTED at a Regular Meeting of the Vancouver City Council this 8th day of December, 2025.

_____

Anne McEnerny-Ogle, Mayor

Attest:

_____

Natasha Ramras, City Clerk

Approved as to form:

_____

Nena Cook, City Attorney

Exhibit A

CITY OF
Vancouver
WASHINGTON



City of Vancouver Strategic Plan

2023–2029








La Bottega
Cafe
Deli


VANCOUVER



Welcome

Welcome to all who live, work and play in the city of Vancouver to our 2023–2029 Strategic Plan. This plan lays out the City's direction for the next six years and beyond. Using our identified core values as a guide, we will advance efforts in each of the eight focus areas for the benefit of Vancouver residents, businesses and visitors.

Vancouver is at an inflection point. We face many challenges, some local and others societal. We also have boundless opportunities to reshape our community in ways that make it more equitable, safe and climate friendly. Vancouver is a city on the rise, within the region and the state. This plan will ensure that we preserve the unique traits that led us all to this place, while we continue to grow and evolve as a community.

This plan reflects the work of a dedicated group of community participants, along with the broader voices of Vancouver and City staff. We believe it to be a true reflection of the diverse perspectives and goals of Vancouver.

As a Council and City leadership, we are committed to ensuring alignment between future policies, programs and investments and the core values and focus areas of the strategic plan. The use of six-year performance measures and long-term community indicators will allow us all to track our community's progress and ensure we're moving in the right direction.

We hope you share our excitement for the Vancouver we are becoming and will join us in ensuring the values we have created are realized.

Mayor Anne McEnerny-Ogle
Mayor Pro Tem Ty Stober
Councilmember Sarah J. Fox
Councilmember Bart Hansen
Councilmember Kim D. Harless
Councilmember Erik Paulsen
Councilmember Diana H. Perez
City Manager Eric Holmes

Acknowledgments

Recognition of the residents who this plan reflects and serves.

Vancouver City Council and Mayor

- Mayor Anne McEnerny-Ogle
- Mayor Pro Tem Ty Stober
- Councilmember Sarah J. Fox
- Councilmember Bart Hansen
- Councilmember Kim D. Harless
- Councilmember Erik Paulsen
- Councilmember Diana H. Perez
- Mayor Pro Tem Linda Glover (former Councilmember 2017-2021)
- Councilmember Laurie Lebowsky (former Councilmember 2018-2021)

Thank you to City staff for your participation in the planning process and contributions to the strategic plan.

Project team

- Aaron Lande
- Tanya Gray
- William Cooley
- Kerry Peck

Strategic plan advisory committee

- Abby Griffith
- Schuyler Hoss
- Eric LaBrant
- Mark Meckler
- Ben Moll
- Tammy Pham
- Rosalba Pitkin
- Zachary Pyle
- Rosezena Rothafel
- Christine Selk
- Cindy Skrivanek
- Ty Stober
- Katie Yates

Consultant team

- Jamie Damon
- Ben Duncan
- Ellen Palmquist
- Erin Bothwell



Table of contents

Introduction 7
Core values 8
Vancouver profile 14
Strategic planning process 15
Focus areas 18
Next steps 97



Introduction

The 2023 Strategic Plan lays out City priorities for the next six years, through 2029, for current and future city limits. The plan is built on core values and focus areas affirmed by City Council and work previously completed through A Stronger Vancouver, the 2016 Strategic Plan and community engagement efforts. Vancouver's Strategic Plan will be used to prioritize and fund a broad range of services related to transportation, housing, economic development, environmental resources, parks and recreation, culture, governance and public safety.

How does the strategic plan fit into other planning processes?

TIME

Comprehensive plan
- Long-term (20 yrs)
- Shared community vision
- Future land use and place based

Master plans and frameworks
- Medium-term (5–10 yrs)
- Robust plans and community partnerships
- Topic or location based

Strategic plan
- Medium-term (3–6 yrs)
- Council's citywide focus areas
- Organizational direction for employees

Biennial budget, financial policies and operational plans
- Short-term (1+ yrs)
- Departmental service levels, capital outlays
- 6-year financial forecast, tax/revenue rates

Performance management program
- Daily strategic discipline, performance management
- Pathways for improvement and innovation
- Regular reporting to City Council and the community



Why do we need a strategic plan?

Vancouver's Strategic Plan helps the City understand what to prioritize and invest in. The plan reminds City Council and staff of what's important to the community and reflects the city's values, hopes and dreams for the future.

Core values

In 2021, City Council identified five core values for Vancouver: livability, equity and inclusion, innovation, sustainability and resiliency, and community trust and relationships. The core values guide a vision for engaging with the public and help re-imagine City structures, practices and policies.



Livability



Sustainability and resiliency



Innovation



Equity and inclusion



Trust and relationships

Livability



Livability is about supply and access to basic necessities, quality of life, requirements and experiences that everyone in Vancouver expects. Livability means that every resident and cultural group can live in the community with a sense of belonging and pride while maintaining their own values, beliefs and identities.

Gap statement:
Opportunities for improvement

Not all Vancouver residents and cultural groups experience the same level of livability. Bias and negative experiences of communities of color, people with disabilities and other historically disadvantaged communities create a lack of connection between communities. Some groups are forced to alter or hide their beliefs, identities or values. Many residents struggle with housing instability and a lack of safe affordable housing. Other residents lack adequate access to physical, mental or behavioral health resources. Some communities experience elevated crime rates, including violence. Investments in public safety have disparate impacts across communities.

A livable Vancouver means:

- Access to clean and safe housing that is affordable for all socioeconomic statuses.
- Clean public spaces, sidewalks and streets.
- Being safe and feeling comfortable in public spaces and places.
- Not exposed to crime, violence or discrimination.
- Public spaces that feel welcoming to people of all ages and abilities.
- Abundant opportunity to access and engage in core community resources including natural resources, transportation, health care, education, cultural experiences and art.
- Fair, transparent and inclusive processes for economic improvement opportunities.
- Ensuring accessible, inclusive and sustainable access to resources and opportunities for those with disabilities.
- A city that nurtures and values people of all ages, nationality, socioeconomic status, sexual orientation, gender identity, race and religion.
- Education-to-employment support for youth, especially those with barriers to employment.
- A city that is free of groups that promote hate and violence.

Sustainability and resiliency



A sustainable and resilient Vancouver values long-term solutions and includes crisis management for economic, environmental and social issues. It seeks to build structures to last in harmony with nature and ensures environmental justice for all Vancouver communities so that everyone can live in a safe, healthy environment. Communities benefit from high quality infrastructure, robust communications and an emergency response system that helps everyone in the city prepare, respond and recover from natural disasters and economic harms in a new and better way.

Gap statement:
Opportunities for improvement

The City has a role in supporting understanding about sustainability and environmental initiatives to combat some of what gets in the way, including misinformation and uncertainty about the roles individual and the jurisdiction play when responding to challenges. While difficult to operate through change and disruption, the City needs to build more community support, be willing to own and acknowledge existing and future issues and allocate funding to programs and initiatives that respond to emergencies and meet the needs of the future.

A sustainable Vancouver means:

- Protecting water, reducing greenhouse gas emissions, maintaining tree canopies, ecosystem services and biodiversity.
- Crisis management regarding economic, environment and social issues.
- Increasing nature-based solutions.
- Integrated and interacting plans, processes and systems.
- Using a proactive and goal-oriented approach.
- Handling an influx of visitors while minimizing impacts to everyday routines.
- Building codes and land-use planning that ensures integrity of infrastructure.
- Learning from past experiences and taking in new information.

Innovation



An innovative Vancouver is one that invites and encourages creative thinking. This means calculating risk and finding solutions that promote well-being and improve lives. Innovation can show up in technological solutions, programs, infrastructure investments, climate change and business approaches that ensure Vancouver is a desirable place to open a new business and to bring new jobs to the region.

Gap statement:
Opportunities for improvement

Vancouver continues to be a city at a crossroads. Addressing challenges such as climate change, housing and inequality will require us to be bold and work together. We must be willing to confront and work through common barriers to innovation, such as rigid procedures and processes, political polarization, resistance to change and satisfaction with the status quo. Being an innovative city means creatively investing financial resources to solve the challenges of the day and to set a vision for the future.

An innovative Vancouver means:

- Finding new methods and solutions to old problems.
- Using creative problem solving to fulfill needs.
- Adapting to change.
- Actively pursuing new opportunities.
- Inviting creative communities to thrive.
- Committing to collaboration.
- Collecting, processing and analyzing data, then acting on insights.

Equity and inclusion



An equitable and inclusive Vancouver is one where everyone feels a sense of belonging and can feel safe expressing their beliefs and values. It is a community that provides access to opportunities, so everyone has the chance to reach their full potential. A Vancouver where other perspectives are heard with compassion and an open mind, that celebrates and recognizes diverse people, activities and cultures. Ultimately, it means that every culture feels respected and the elements of livability are accessible to all regardless of age, race, color, national origin, ethnicity, creed, religious opinions or affiliations, sexual orientation, gender identity/expression, pregnancy, marital status, family status, mental or physical disability, military status, status as a veteran or any other protected status under applicable law. It means everyone has equal opportunities because the City is investing in and valuing outcomes for everyone.

Gap statement:
Opportunities for improvement

This vision is not the current reality for many of Vancouver's communities. Class disparities exist where those with wealth and resources have what they need and many others lack access to basic needs, including housing, health care and transportation. These communities carry the burden of poverty because of systemic racism and classism, and feel unwelcome, unappreciated, undervalued and unsafe. Equity and inclusion demand that the City account for differential impacts to Vancouver's community members and eliminate barriers for communities of color, religious minorities, people with disabilities, LGBTQIA+ communities and other disadvantaged communities.

An equitable Vancouver means:

- Fair, transparent and inclusive processes for economic improvement opportunities.
- Ensuring accessible, inclusive and sustainable access to resources and opportunities for those with disabilities.
- Nurturing and valuing people of all ages, nationalities, socioeconomic status, sexual orientation, gender identity, race and religion.

Trust and relationships



A trusting community is reflected by transparent decision-making processes, open communication between the government and the community, and a broadly shared belief that decisions are intended to enhance livability, equity and the resilience of the entire community. There is a belief that the government is representative of all communities. Vancouver communities believe that building trust leads to an engaged community of government, business and residents that actively support and participate in carrying out City initiatives.

Gap statement:
Opportunities for improvement

Trust in policing and law enforcement is critical to community trust and safety. In Vancouver, crime, and fear of crime in communities, erodes trust in law enforcement and government in general. Vancouver's vision is to have a city where residents and officials have trusting relationships. Increasing trust requires us to build, repair and maintain relationships. It requires ongoing collaboration and inclusive political processes, which consider the needs of the entire community. Investments in trust building will enable us to work together more effectively and to deliver improvements that will benefit all community members.

A trusting Vancouver means:

- Strong partnerships and community engagement.
- City leaders who follow through on actions, policies and commitments.
- Equitable treatment in City processes and equity in outcomes.
- Communities that treat each other in ways they want to be treated.
- A government that demonstrates openness and provides accurate and unambiguous information.
- Respect for common spaces.
- A government that ensures adequate representation in decision making and minimizes barriers to engagement.
- Successful interactions in challenging circumstances.
- Humility, fairness, openness, kindness and honesty is demonstrated between communities and between communities and government.
- Frequent and intentional interaction from City leaders.

Vancouver profile

Located between the Pacific Ocean and the Cascade Mountains, on the north bank of the Columbia River, Vancouver is known for its natural beauty and high quality of life. Prior to the establishment of the Hudson's Bay Company post in 1824, the area was occupied by many Native Americans, including Chinook, Cowlitz and Klickitat tribes.[1] The city was incorporated in 1857 and grew to Washington's fourth largest city, with a 2020 population of 190,915 and a service area for sewer, water, fire and EMS that encompasses more than 290,000.[2,3,4]

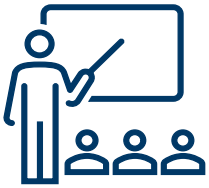
Vancouver is home to 190,915 residents



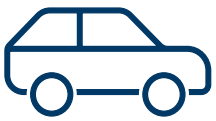
13% speak a language other than English at home
6% are veterans
22% are under 18
11% identify as LGBTQ
10% live with a disability



$63K is the annual median household income
48% rent their home
52% own their home



29% hold a bachelor's degree
97% are employed
13% live in poverty



14.5 miles is the average a person travels daily
2% walk to work
10% carpool to work



20 miles of trails
1,600 acres of parks

1. National Park Service. N.D. Vancouver National Historic Reserve Cultural Landscape Report. http://npshistory.com/publications/fova/clr.pdf
2. John Caldbick. 2009. Washington Territorial Legislature incorporates the City of Vancouver on January 23, 1857. HistoryLink.org. https://www.historylink.org/File/9115
3. U.S. Census Bureau, 2020 Census of Population and Housing, updated every 10 years. Decennial Census by Decades
4. Office of Financial Management. April 1 Official Population Estimates. https://tinyurl.com/mt73ck28

Strategic planning process

The City is committed to developing a strategic plan that aligns with community values and hopes for the future. From 2020 to 2023, the project team attended Council workshops and retreats, conducted interviews with community-based organizations and partners, convened a 16-person advisory committee and engaged the public through the visioning process to learn about priorities for the future. The project team also worked closely with City staff to ensure that the proposed strategic outcomes and metrics are realistic and align with other planning efforts.

Vancouver City Council

The project team met with City Council throughout the process to provide updates on the Strategic Plan Advisory Committee and strategic plan.

- March 2020 – Council workshop
- January 2021 – Council retreat
- April 2021 – Council workshop
- February 2022 – Council retreat
- February 2022 – Council workshop
- April 2022 – Council memo
- April 2023 – Council meeting
- May 2023 – Council workshop

Interviews with interested parties

The project team conducted 15 interviews with internal and external stakeholders between December 2021 and January 2022. Interviews focused on understanding of the strategic plan and desired outcomes for the strategic plan update.

Vancouver's Strategic Plan Advisory Committee

The Strategic Plan Advisory Committee (SPAC) was convened to:

- Support community outreach and listening.
- Improve communications between a diversity of community members and the City.
- Identify and reflect on community needs, concerns and opportunities.
- Guide how the strategic plan will collect data and measure progress towards goals.

Committee members met throughout 2022 and 2023 in large and small groups to define the core values and focus areas, and to provide input on metrics for the strategic plan.



Committee members reflected on the process during a Vancouver City Council meeting in May 2023.







Public engagement

During 2022, City staff engaged the Vancouver community across a wide range of projects, programs and initiatives related to the strategic plan. These efforts have involved:

- Housing
- Affordable Housing Fund
- Affordable Housing Levy
- Safe Stay Community Sites #2 and #3
- Short-Term Rentals
- Redevelopment
- Waterfront Gateway
- The Heights District
- Main Street Promise
- Transportation
- Complete Streets Projects
- Fort Vancouver Way/ Fourth Plain Blvd.
- McGillivray Blvd.
- Transportation System Plan
- Climate and Environment
- Climate Action Framework
- Parks Development Projects
- Ida Bell Jones Park
- Raymond Shaffer Park
- Oakbrook Park
- Public Safety
- Police Chief Recruitment
- Opportunities for Broader Policy Direction
- City Council Community Forums
- Biennial Budget
- Biennial Community Survey
- Future of Neighborhoods Initiative

Since June 2022, City staff have also engaged more than 1,015 community members in visioning conversations to learn about community needs and hopes for the future. These conversations have included one-on-one meetings, tabling and intercept interviews at community events and small group dialogues over the course of three City Council Community Forums — community conversations that each have brought together 40 and 80 community members to share their input directly with councilmembers.

City staff completed a systematic review of the engagement efforts listed above, noting themes that have appeared consistently across visioning conversations and other projects. Care was taken to improve the accuracy of analysis by triangulating across multiple data sources, multiple methodologies (qualitative and quantitative), and multiple researchers (different staff and project teams). To help inform the strategic plan, the resulting summary included major themes organized by focus area. City staff and members of the Committee used this work to ensure the strategic plan reflects a greater understanding of community needs, challenges and hopes for the future. Engagement results also helped inform language and examples used throughout the strategic plan, including descriptions of core values, focus areas and community indicators and performance measures.

Technical engagement

City staff were engaged throughout the strategic plan process to provide input on focus areas and to refine community indicators and performance measures. In addition to the six-year horizon of the strategic plan, City staff worked within the two-year budgeting cycle and, in many cases, a 10–20 year comprehensive plan. These different planning horizons help guide the work and funding of the City.





Focus areas

The following focus areas, strategic outcomes, community indicators and performance measures set a path forward for the city. These elements will be used to set citywide priorities and measure progress over time.

Section contents

Structure and navigation 19

Definition of terms 20

Transportation and mobility 21

Economic opportunity 30

Housing and human needs 39

Vibrant and distinct neighborhoods 54

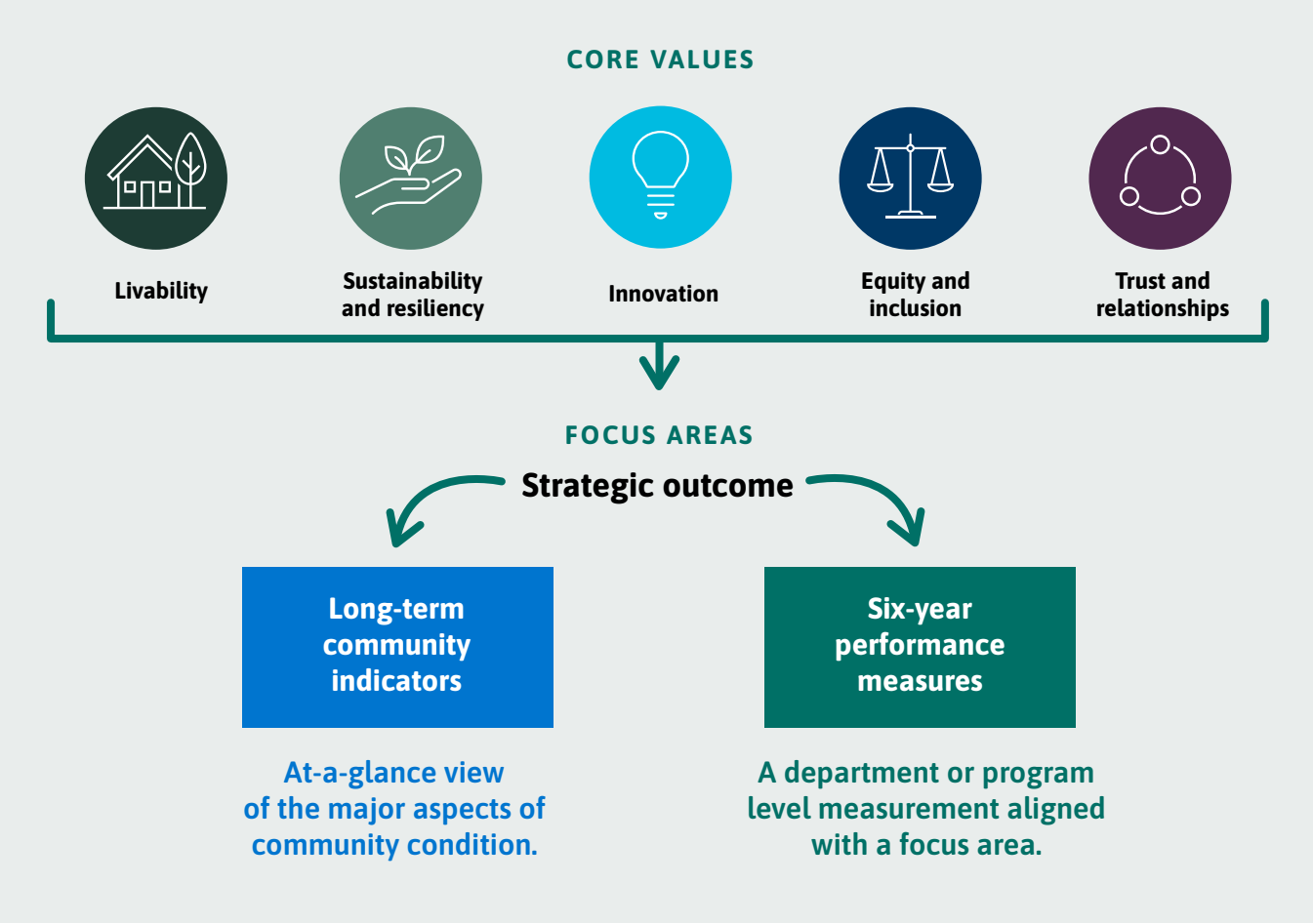
Culture and heritage 60

Safe and prepared community 67

Climate and natural systems 75

High performing government 86

Structure and navigation



How to navigate this section

Community indicators are **blue** and include a metric, definition, data source and why it matters. Performance measures are **green** and include a goal, metric, target (optional), definition, data source and why it matters.

Indicators and measures are organized with labels to help the City track data (i.e. TM=transportation and mobility, CI=community indicator, etc.).

Definition of terms

Focus area
Identified topic of priority for the city.

Strategic outcome
Defines the state we are trying to achieve.

Long-term community indicator
At-a-glance view of the major aspects of community condition, tracks trends over time but may not be directly connected to specific City services.

Six-year priority performance measures (goal statements and metrics)
A department or program level measurement aligned with a focus area. Measures the City's contribution (through its programs and policies) towards achieving the strategic outcome.

Goal statement
What will be accomplished in the next six years to support the strategic outcome.

Metrics
Associated with a goal statement so that progress towards the goal can be quantified. Includes the context of a target, defines what is being measured, identifies the data source and describes why it matters.

Types of measures
Measures are included to have a complete picture of complex issues and services.

- **Results/effectiveness:** The change in either the quality of life or behavior of a population or place.
- **Service experience:** The level of satisfaction with a City program/activity experience.
- **Efficiency:** The unit of performance/output achieved per unit of input ($).
- **Output:** The amount of products/services delivered to or received by customers of a City program/activity.

External factors and emerging issues
As identified by staff and Strategic Plan Advisory Committee members.

Related plans
List of existing city plans that are related to the focus area.



Transportation and mobility

Strategic outcomes: What are we trying to achieve?

Vancouver has a safe, future-ready and convenient transportation system that offers affordable and climate-friendly options for people to get where they need to be. All community members can walk, roll, bike, drive and take transit to reach their destination. Vancouver considers the needs of different communities when designing transportation infrastructure and prioritizes equity. Vancouver's transportation network supports the local and regional economy and facilitates the movement of goods in addition to people.

Community indicators

- **Mode split** (TM.CI.1)
- **Transportation user experience** (TM.CI.2)
- **Transportation fatalities and serious injuries** (TM.CI.3)

Performance measures

- **Miles of complete streets** (TM.PM.1)
- **Number of collisions** (TM.PM.2)
- **Paved trail and path management** (TM.PM.3)
- **Percentage of residents near transit facilities** (TM.PM.4)
- **Availability and use of infrastructure to access downtown** (TM.PM.5)
- **Parking demand program** (TM.PM.6)

Core values

Livability

Sustainability and resiliency

Equity and inclusion

Transportation and mobility

Mode split (TM.CI.1)

The breakdown of how Vancouverites get around, typically representing the percentage of travelers using a particular type of transportation (walk, bike, public transit, etc.).[5]

Why it matters

Mode split can be a strong indicator for how safe and accessible non-drive alone transportation options are for community members. Increased shares of people walking, bicycling and using transit translates to fewer greenhouse gas emissions, cleaner air, safer roadways, and decreased capital and maintenance costs for the City. Research has shown that having options other than driving alone can also save families money on their transportation costs, have positive health outcomes by increasing activity rates, and improve personal mobility and freedom for those who are unable or choose not to drive.

Transportation user experience (TM.CI.2)

The level of satisfaction based on users of the transportation system in Vancouver.[6]

Why it matters

Understanding public sentiment about using the transportation system to move around the community can provide insight into what is working well, and where gaps exist and improvements are needed.

Transportation fatalities and serious injuries (TM.CI.3)

The number of fatal and serious injuries (including vehicles, bikes, pedestrians, transit) by year on all roads within Vancouver per 10,000 residents.[7]

Why it matters

This is a standard metric commonly used to inform transportation and road safety policy and planning, and aligns with the Washington State Department of Transportation's Strategic Highway Safety Plan. This allows the City to identify the most dangerous roadways and intersections in the city and prioritize investments to address safety issues.

5. US Census Bureau, American Community Survey
6. Periodic, statistically valid community survey
7. Washington State Department of Transportation (WSDOT)

Goal 1

To improve the safety of our transportation and mobility systems for all residents, workers and visitors. The City's Public Works Department will work in partnership with the Community Development Department to increase the number of miles of complete streets.

Miles of complete streets (TM.PM.1)

Performance measure

Miles of complete streets/mobility lanes/sidewalks and number of Americans with Disabilities Act (ADA) compliant curb ramps/audible pedestrian signal (APS) conversions.

Target

To increase the number of miles of complete streets.

Definition

Measures the quantity of lane miles in Vancouver that are a roadway providing safe and comfortable facilities for all transportation users rather than only automobile facilities. These roadways are known as a "complete street".[8]

Why it matters

Providing complete streets ensures safety and accessibility for all travelers no matter how they choose to travel. It lowers barriers to choosing active transportation modes like walking and bicycling, which lowers emissions and creates savings for individuals and the City in the form of street maintenance.

8. City of Vancouver Public Works Department (GIS)

Goal 2

To monitor the safety effectiveness of alternative transportation systems, the City will measure the number of collisions both citywide and in areas with updated designs.

Number of collisions (TM.PM.2)

Performance measure

Number of collisions between vehicles and vulnerable users (pedestrians and bicyclists).

Target

Reduce the number of collisions that occur between vehicles and pedestrians/cyclists.

Definition

The count of collisions within the city limits between vehicles and vulnerable users where vulnerable users include bicyclists, pedestrians and other small-mobility users etc.[9]

Why it matters

The number of collisions can indicate a safety design opportunity/risk. Collisions may result in injuries, property damage and increased costs to individuals and the City.

9. Washington State Department of Transportation (WSDOT)

Goal 3

Maintain the miles of paved trails and paths that connect the Vancouver community.

Paved trail and path management (TM.PM.3)

Performance measure

Miles of improved existing non-motorized trails and paths.

Definition

A count of the linear miles of paved trails or multi-use paths for walking/biking/rolling that received maintenance or upgrades to safety standards/design during the reporting period.[10]

Why it matters

Well-maintained off-road trails and multi-use paths provide low-barrier, all ages and abilities facilities for transportation and recreation options, and improve access to opportunities for public health and wellbeing.

10. City of Vancouver Community Development Department and Public Works Department

Goal 4

To facilitate transit usage, the City will increase the number of neighborhoods designed to allow safe, non-motorized travel by residents to transit facilities.

Percentage of residents near transit facilities* (TM.PM.4)

Performance measure

Percentage of residents living within a 15-minute walk or bike to transit facilities.*

Definition

The portion of residents (in single family and multifamily homes) that can get to a public transit facility within 15 minutes by foot or by bike.[11]

Why it matters

Creating safe access by foot, bike or other small mobility device to bus stops lowers the barriers to using transit and improves accessibility for all ages and abilities. Low-barrier access to transit provides affordable, reliable and clean transportation options to help Vancouver residents meet their daily needs.

*Shared with Housing and Human Needs and Vibrant and Distinct Neighborhoods
11. Vancouver City Staff, C-Tran

Goal 5

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.

Availability and use of infrastructure to access downtown (TM.PM.5)

Performance measure

Availability and use of infrastructure and programs that support non-drive alone travel modes to access downtown.

Definition

The count of pedestrians and bicycles on Columbia Street since the completion of the complete street project. The count of bike racks installed in the downtown area between 2023 and 2029. The count of audible pedestrian signals in downtown. C-Tran ridership and downtown bus stop utilization Participation in Commute Trip Reduction for employees in downtown.[12]

Why it matters

Encouraging multiple mode access to downtown increases the share of individuals walking, bicycling and using public transit, decreasing greenhouse gas emissions and promoting a rotating flow of customers to local businesses unconstrained by parking availability.

12. US Census Bureau – American Community Survey and City Parking Services occupancy, permit and metered parking utilization data

Goal 6

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

Parking demand program (TM.PM.6)

Performance measure

Number of agreements with private parking owners and increase in utilization by commuters, patrons, and special event attendees.

Definition

The count of agreements between the city and parking lot owners in the parking enforcement zone and the associated parking capacity.

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.

External factors and emerging issues

- How might we adjust City funding and staffing to achieve these goals?
- How might we effectively collaborate with agencies, organizations and the Vancouver community around mobility decision-making?
- How might we lower the risk of travel-related injury and protect and promote public health?
- How might we conduct public outreach and collaboration with all transportation users to discuss prioritization and trade-offs?
- How might we ensure residents' needs are met within 15-minute neighborhoods?
- How might we prepare for and lead in leveraging rapidly evolving technology in transportation?

Existing City plans and initiatives related to transportation and mobility

- Transportation System Plan (20-year horizon)
- Transportation Improvement Program (6-year horizon)
- Climate Action Framework



Economic opportunity

Strategic outcomes: What are we trying to achieve?

Vancouver is a place where a wide variety of businesses of all sizes, from young startups to established enterprises, grow and thrive. A host of education and training opportunities bring prosperity to those who live here and provide a skilled workforce for companies.

Community indicators

- **Median household income** (EO.CI.1)
- **Per capita income** (EO.CI.2)
- **Business diversity** (EO.CI.3)
- **Job creation** (EO.CI.4)
- **Unemployment** (EO.CI.5)
- **Education attainment** (EO.CI.6)
- **Pre-K enrollment** (EO.CI.7)
- **Workforce readiness** (EO.CI.8)

Performance measures

- **Number of new business licenses** (EO.PM.1)
- **Equity index score** (EO.PM.2)
- **Businesses older than two years** (EO.PM.3)
- **Living wage jobs in Vancouver** (EO.PM.4)
- **Alignment of City redevelopment projects with equitable development goals and outcomes** (EO.PM.5)
- **Engagement by visitors and locals** (EO.PM.6)

Core values

Livability

Innovation

Equity and inclusion

Economic opportunity

Median household income (EO.CI.1)

The middle point of the range of household income levels in Vancouver compared to the broader metropolitan region. Disaggregated by race/ethnicity, gender and age demographics where available.[13]

Why it matters

Provides information about the financial resources available to households broken down into different community groups.

Per capita income (EO.CI.2)

Mean money income received in the past 12 months computed for every person in a geographic area. Disaggregated by race/ethnicity, gender and age demographics where available.[14]

Why it matters

Life satisfaction is strongly correlated with per capita income. This is particularly true among disadvantaged countries, regions and communities, because income gains in these places are associated with the greatest increases in life satisfaction.

Business diversity (EO.CI.3)

An assessment of the local businesses in our community considering sector, ownership and size as determined by number of employees, women and minority-owned businesses.[15]

Why it matters

Having a diversity of businesses and industries may help contribute to a healthy and resilient local economy. Understanding the types of businesses and industries and any disparities may provide information for improving equity and diversity.

Job creation (EO.CI.4)

The number of new jobs created in Vancouver.[16]

Why it matters

An indicator of the health of the local economy, job creation means businesses are hiring.

13. Department of Commerce, US Census data
14. Department of Commerce, US Census data – American Community Survey
15. US Census Data, Annual Business Survey
16. Bureau of Labor and Statistics (Portland/Hillsboro/Vancouver)

Unemployment (EO.CI.5)

The share of the labor force without a job. Disaggregated by race/ethnicity, gender and age demographics where available.[17]

Why it matters

An indicator of the health of the local economy.

Education attainment (EO.CI.6)

The number of residents with high school, associate and four-year college degrees broken down by race, ethnicity, gender and income, expressed as a percentage of all residents 25 and older in a region. Disaggregated by race/ethnicity, gender, special education, English language learners, low-income.[18]

Why it matters

Researchers correlate higher levels of educational attainment with better economic prospects. Earnings increase with higher levels of education. A person's earning power compounds, rather than merely increases, with higher levels of educational attainment. However, the benefits of higher levels of education do not accrue evenly. White and Asian individuals receive greater economic benefit from education compared to Black and Hispanic individuals. In addition, for White and Asian individuals, education has a protective effect on wealth during times of recession while this benefit is absent for Black and Hispanic individuals for equal education.

Pre-K enrollment (EO.CI.7)

Total count of children ages 3 to 4 enrolling in public or private preschool.[19]

Why it matters

Preschool attendance is associated with higher reading and math skills compared to non-preschool enrollment. Some studies show preschool enrollment can facilitate labor force participation and increase educational attainment for parents.

Workforce readiness (EO.CI.8)

Number and types of businesses reporting that they are able to find qualified job applicants locally.

Why it matters

In addition to having job opportunities, our community must have a workforce that is prepared to fill those jobs.

17. Bureau of Labor and Statistics (Portland/Hillsboro/Vancouver)
18. US Census Bureau American Community Survey
19. US Census Bureau

Goal 1

Create opportunities for generational wealth, especially for underserved communities, by strengthening support for small businesses.

Number of new business licenses (EO.PM.1)

Performance measure

Number of new business licenses.

Definition

The number of business licenses issued to new businesses within one calendar year in a census tract with a high equity index score.[21]

Why it matters

The number of new businesses is related to potential employment opportunities for people in our community. Providing opportunities for employment in census tracts that have a high equity index score prioritizes areas of the city with higher risk.

21. State Department of Licensing and City of Vancouver data
22. 5-year American Community Survey Estimates by the US Census Bureau

Equity index score (EO.PM.2)

Performance measure

Equity index score.

Definition

An equity index score has been calculated for each census tract in the city, which have been categorized as very low to very high. Generally, a census tract with a high or very high equity index includes communities that have a larger proportion of the population who are people of color, renters, ages 65+, households with children, a smaller proportion with a bachelor's degree or higher, and a lower median family income.[22]

Why it matters

Knowing the equity index scores for census tracts across the city allows investments to be made where they can have the largest impact on addressing inequity and the biggest improvement in factors that impact life outcomes.

Businesses older than two years (EO.PM.3)

Performance measure

Number of businesses older than two years.

Definition

The number of businesses that have maintained a business license for more than two years.[23]

Why it matters

For our economy to thrive, we need to attract and retain businesses. The first few years of startup can be pivotal for the success of a business.

23. State Department of Licensing, City of Vancouver data

Goal 2

Establish pathways to accessible quality jobs and reduce barriers to economic opportunity.

Living wage jobs in Vancouver (EO.PM.4)

Performance measure

Number of living wage jobs in Vancouver.

Definition

Living wage is considered the minimum employment earnings necessary to meet a family's basic needs while maintaining self-sufficiency.[24]

Why it matters

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.

24. Census data and Massachusetts Institute of Technology's Living Wage Calculator

Goal 3

Support equitable development planning for City-managed development and redevelopment projects.

Alignment of City redevelopment projects with equitable development goals and outcomes (EO.PM.5)

Performance measure

Alignment of City redevelopment projects with equitable development goals and outcomes.

Definition

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.

Why it matters

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.

Goal 4

Support Visit Vancouver's Destination Master Plan implementation to increase visitation and local place-making efforts.

Engagement by visitors and locals (EO.PM.6)

Performance measure

Engagement my visitors and locals.

Definition

The number of attendees and visitors based on hotel utilization, community events hosted, and other tourism based revenues.

Why it matters

Expanding events and cultural facilities creates a community for residents and visitors to enjoy and adds resources and revenue that benefits everyone.

External factors and emerging issues

- How might we ensure that all residents experience economic mobility?
- How might we maintain a resilient economy by supporting small businesses and skilled workforce that provides equitable opportunities for people and businesses?

Existing City plans and initiatives related to economic opportunity

- Our Vancouver: Comprehensive Plan 2045
- Columbia River Economic Development Council 5-Year Regional Economic Development Plan
- 2019–2023 Consolidated Housing and Community Development Plan



Housing and human needs

Strategic outcomes: What are we trying to achieve?

Vancouver meets basic needs and partners with organizations to support its communities. All communities have access to safe and affordable housing, healthcare, food, transportation, education and dependable access to utilities.

Community indicators

- **Point-in-time count** (HH.CI.1)
- **Housing affordability** (HH.CI.2)
- **Rental affordability** (HH.CI.3)
- **Children in poverty** (HH.CI.4)
- **Healthy food insecurity** (HH.CI.5)
- **People living in poverty** (HH.CI.6)

Performance measures

- **Unsheltered individuals** (HH.PM.1)
- **Occupancy rate** (HH.PM.2)
- **Exit destinations** (HH.PM.3)
- **Diversity of housing stock** (HH.PM.4)
- **Number of new housing units** (HH.PM.5)
- **Rental assistance** (HH.PM.6)
- **Annual utility rate adjustments** (HH.PM.7)
- **Annual System Development Charge adjustments** (HH.PM.8)
- **Reduce City multiplier** (HH.PM.9)
- **Utility service restoration** (HH.PM.10)
- **Broadband internet access** (HH.PM.11)
- **Community Court** (HH.PM.12)

Core values

Livability

Equity and inclusion

Point-in-time count (HH.CI.1)

A countywide count of people experiencing homelessness held during one day in January each year. Data includes the race/ethnicity and age of individuals living unsheltered, individuals living in shelters and individuals in transitional housing programs.[33]

Why it matters

Homelessness and the many factors (shortage in shelter, affordable housing, inequity in employment/housing/education, generational poverty, untreated mental health and substance use) that contribute to it are a priority concern based on community survey results.

Housing affordability (HH.CI.2)

The Housing Affordability Index (HAI) measures whether a typical family earns enough income to qualify for a mortgage loan on a typical home. A value of 100 means that a family with the median income has exactly enough income to qualify for a mortgage on a median-priced home. For example, a composite HAI of 120 means a family earning the median family income has 120% of the income necessary to qualify for a conventional loan covering 80 percent of a median-priced existing single-family home.[34]

Why it matters

Median home values are often tracked as an indicator of the wealth of a community. Many municipalities are funded through property tax, which is closely tied to home values. Households that are cost-burdened, characterized as spending 30% or more of household income on housing, are more likely to experience marital dissatisfaction and are less likely to spend money on child enrichment, healthcare and food. Lack of access to affordable housing can increase commute times (leading to lower quality of life) and higher rates of eviction. Typically, a household's second-largest expenditure, transportation costs, are largely a function of the characteristics of the neighborhood in which a household chooses to live. Opposing trends are at work on housing affordability: lower mortgage costs, lower home values and the health of the market economy all contribute to a higher score.

33. Council for the Homeless, Homeless Management Information System5 Department of Commerce, US Census data – American Community Survey
34. Federal Reserve Economic Data (FRED)

Rental affordability (HH.CI.3)

Renter households spending more than 30% of their income on housing costs and utilities are cost burdened; those spending more than half of their income are severely cost burdened.[35]

Why it matters

If rental housing is not affordable, people are at risk of becoming homeless.

Children in poverty (HH.CI.4)

The number of children under 18 living below the federally defined poverty line, expressed as a percentage of all children under 18. Disaggregated by race/ethnicity, special education, English language learners and low-income.[36]

Why it matters

Childhood poverty is strongly and negatively correlated with children's mental, emotional and behavioral health and long-term life chances. Children in low socioeconomic status households are less likely to graduate from high school and more likely to experience developmental and academic difficulties.

Healthy food insecurity (HH.CI.5)

Food insecurity is defined by the United States Department of Agriculture as the lack of access, at times, to enough food for an active, healthy life. Disaggregated by race/ethnicity and age.[37]

Why it matters

Food insecurity is associated with numerous adverse social and health outcomes and is increasingly considered a critical public health issue. Key drivers of food insecurity include unemployment, poverty and income shocks, which can prevent adequate access to food.

35. HUD Comprehensive Housing Affordability Strategy data
36. US Census Bureau
37. Feeding America's Mind the Meal Gap

People living in poverty (HH.CI.6)

The number of people who are earning less than the federal poverty limit.[38]

Why it matters

Poverty is associated with a host of health risks and housing instability. Reducing poverty helps build a stronger middle class and helps grow the economy.

38. US Census Bureau

Goal 1

To meet basic needs of individuals experiencing unsheltered homelessness, reduce barriers to accessing existing services and reduce the number of individuals living unsheltered in our community, the City will increase shelter capacity by establishing additional Safe Stay Communities and Safe Parking options and partner with community organizations/nonprofits to operate sites.

Unsheltered individuals (HH.PM.1)

Performance measure

Number of unsheltered individuals.

Definition

Number of individuals living without shelter and/or on public right-of-way within the city.[39]

Why it matters

Adequate shelter plays a vital role in promoting and maintaining physical and mental health. It reduces exposure to the elements/harsh weather conditions, can prevent illnesses or injuries related to the experience of homelessness, provides dignity and privacy, and facilitates regular access to healthcare and other support services. Having safe and stable shelter creates a foundation for stability, which affords individuals greater mental and physical capacity to improve their lives and transition to a more permanent housing situation, obtain employment and/or participate in education or work training programs, and build community/support networks necessary for long-term stability.

39. HMIS, annual PIT Count, HART

Occupancy rate (HH.PM.2)

Performance measure

Occupancy rate.

Definition

Percentage of beds/units/parking spaces that are occupied at any given time.[40]

Why it matters

Reflects the demand, need and/or desire for and utilization of safe stay/safe parking sites.

Exit destinations (HH.PM.3)

Performance measure

Exit destinations.

Definition

Where individuals go after leaving the safe stay/safe parking sites.[41]

Why it matters

Tracking the exit destination (permanent housing, transitional housing, other shelter, family reunification, unsheltered homelessness, etc.) is reflective of the effectiveness/success of the program at facilitating pathways out of homelessness.

40. HMIS
41. HMIS, HART

Goal 2

To increase options for housing citywide, the City will propose and adopt revisions to its land use regulations (VMC Title 20) to allow a variety of housing types and sizes in low-density residential and other zoning districts and reduce or eliminate regulatory or procedural barriers to housing production when possible.

Diversity of housing stock (HH.PM.4)

Performance measure

Diversity of citywide housing stock by type and size.

Definition

The share of new and existing citywide housing units that are detached single family homes, duplexes and townhomes, apartments, mobile homes, accessory dwelling units and income-restricted units. Within these categories, the number of bedrooms will also be tracked.[42]

Why it matters

A diverse range of housing types and sizes are needed to accommodate the diversity of local household types, sizes and income levels.

42. County GIS analysis, City permit tracking

Goal 3

To meet new demand and close the deficit within 10 years, Vancouver must increase annual housing production to at least 2,500 new housing units, including 750 new housing units per year that are affordable to households earning 80% or less of the area median income.

Number of new housing units (HH.PM.5)

Performance measure

Number of new housing units constructed (overall and affordable).

Definition

Number of closed new construction permits — permitted new construction units receiving final approved inspection.[43]

Why it matters

When demand for housing is high and supply is low, housing prices increase. When there is adequate housing supply or lower demand, the price will fall.

43. Multifamily Development Dashboard and Affordable Housing Fund database

Goal 4

Prevent homelessness and provide housing stability for households with low incomes by temporarily assisting with housing costs.

Rental assistance (HH.PM.6)

Performance measure

Number of households stabilized in housing with rental assistance and/or other housing services.

Definition

Households receiving rental assistance maintain their housing and do not become homeless.[44]

Why it matters

Rental assistance provides a safety net for people who are struggling to make ends meet and helps them maintain a decent standard of living. Housing stability is important for employment, school, social supports, and mental and physical health.

44. HMIS

Goal 5

To protect Vancouver's water resources and ensure affordable access to water utilities, the City will implement a water resiliency framework with a financially sustainable rate approach.

Annual utility rate adjustments (HH.PM.7)

Performance measure

Annual utility rate adjustments.

Definition

The change in rates charged to customers for water utilities.[45]

Why it matters

Adequate utility rates ensure that a system to protect water resources can be maintained and that all customers can afford to access this vital resource.

45. Utility Billing System: Infor

Annual System Development Charge adjustments (HH.PM.8)

Performance measure

Annual System Development Charge (SDC) adjustments.

Definition

The change in rates charged to developers when connecting to City water or sewer.[46]

Why it matters

Adequate SDCs ensure that a system to protect water resources can be maintained and that the development community pays its fair share.

Reduce City multiplier (HH.PM.9)

Performance measure

Reduce inside/outside City multiplier.

Definition

Reduce the multiplier that the City charges water and sewer customers outside the city limits from 1.5 to 1.25 over a 15-year period.[47]

Why it matters

An appropriate multiplier creates rate equity among customers and helps reduce risk for the City.

46,47. Infor

Goal 6

To ensure dependable utility services, the City will restore drinking water utility services within six hours of disruption and sewer utility services within eight hours of disruption.

Utility services restoration (HH.PM.10)

Performance measure

Average time to restore utility services after disruption.

Definition

The total time in hours from loss of service to restoration of services to City utility customers, whether planned or unplanned.[48]

Why it matters

Access to clean, safe and affordable water and sewer services is a foundation of public health and community vitality. Reliable utilities are key to building trust with customers. Being prepared to restore unexpected utility interruptions and communicating about planned interruptions is key to ensuring access to services and garnering public trust.

48. NFOR database, City GIS analysis

Broadband internet access (HH.PM.11)

Performance measure

Percentage of residents accessing high-speed broadband internet in their home.

Definition

Percentage of the population with access to download speeds greater than 25 Mbps at home (as of 2014).[49]

Why it matters

Internet access has a huge impact on businesses, allowing employees to work remotely from home and communicate more efficiently. Healthcare is another field greatly affected by the advent of the Internet. Improvements in online connectivity and communication technology allow physicians much greater access to medical resources. Government organizations use the Internet to improve organization and communication, and voters can go online to gain more information about current issues.

49. National Broadband Map

Goal 7

The City will offer a Community Court to increase contact between homeless service providers and individuals accused of quality-of-life offenses. Vancouver is working to break barriers that have historically prevented individuals experiencing unsheltered homelessness from obtaining permanent jobs and housing while reducing quality-of-life offenses, supporting victims and improving public trust in the justice system.

Community Court (HH.PM.12)

Performance measure

Number of contacts between homeless service providers and individuals accused of quality-of-life offenses.

Definition

The count of contacts (referrals in which recommended assistance has been completed) made between homeless service providers and individuals accused of a quality-of-life offense who opt to participate in a case plan offered through Community Court as an alternative to the traditional court docket at the District Court. A contact is counted once for each individual. Further detail may be obtained regarding the issues addressed during contact: identification, housing, substance use, mental health.[50]

Why it matters

Individuals experiencing unsheltered homelessness face a wide variety of barriers that stand in the way of obtaining permanent jobs and housing.

Contacts with homeless service providers have been proven to assist in breaking down barriers to obtaining services such as housing, healthcare, insurance, behavioral health treatment, trauma therapy, personal identification/licensing services and supplemental security income (SSI)/disability income.

50. Vancouver's Criminal Case Management System, Clark County District Court AIMs System, Volunteer Lawyers

External factors and emerging issues

- How might we increase equitably distributed options for household availability in all parts of Vancouver?
- How might we leverage both prevention and service delivery to reduce the number of people experiencing homelessness?
- How might we proactively create conditions that result in optimal physical, mental and behavioral health, and ensure access to health services is available to all Vancouver residents?
- How might we ensure race, ethnicity, gender, age, sexual orientation, education, geographic location and income level do not predetermine whether individuals are able to achieve better health?

Existing City plans and initiatives related to housing and human needs

- Housing Action Plan
- 2019–2023 Consolidated Housing and Community Development Plan



Vibrant and distinct neighborhoods

Strategic outcomes: What are we trying to achieve?

Vancouver offers a variety of accessible places and spaces to interact and enjoy nature, art, culture, food, shopping and community. Neighbors care for each other and show up in times of need.

Community indicators

- **Neighborhood cohesion** (VDN.CI.1)
- **Diversity of businesses** (VDN.CI.1)
- **Business districts assessment** (VDN.CI.1)

Performance measures

- **Existence of key businesses** (VDN.PM.1)
- **Proximity to services** (VDN.PM.2)
- **Active neighborhood associations** (VDN.PM.3)

Core values

Livability

Equity and inclusion

Trust and relationships

Neighborhood cohesion (VDN.CI.1)

Percent of adults who report a sense of high social cohesion (trust and feeling connected) in their neighborhoods.[51]

Why it matters

A cohesive society is one where people are protected against life risks, trust their neighbors and the institutions of the state, and can work towards a better future for themselves and their families. Social cohesion, built on social inclusion, social capital and social mobility, is the glue that holds society together.

Diversity of businesses (VDN.CI.2)

An assessment of local businesses within a neighborhood district considering sector, ownership, and size as determined by number of employees.[52]

Why it matters

Having a diversity of businesses may help contribute to a healthy and resilient local neighborhood economy. Understanding the types of businesses and any disparities may provide information for improving equity and diversity.

Business districts assessment (VDN.CI.3)

Resident satisfaction with the mix of businesses in their neighborhood business district.[53]

Why it matters

Residents are more likely to support businesses in their neighborhood business district if they have a positive perception of the business mix in their district. How residents feel about their business district is important because a poor perception of neighborhood business districts will cause residents to spend their money elsewhere and support businesses outside of their area. Conversely, positive perceptions of neighborhood business districts will encourage local business support and promote entrepreneurship and business startups in the neighborhood.

51. Community survey
52. US Census Data, Annual Business Survey
53. Periodic community survey

Goal 1

Invest in neighborhood commercial districts that result in safe, vibrant and accessible communities, so residents have the business services they need within close proximity to where they live.

Existence of key businesses (VDN.PM.1)

Performance measure

Existence of key businesses in neighborhood districts.

Definition

Key businesses include grocery stores, restaurants, healthcare, recreation and arts/entertainment businesses within a district defined by neighborhood boundaries.[54]

Why it matters

Key businesses provide important services and improve residents' perceptions of the business mix in their district. Key businesses reduce the need to spend money elsewhere and encourage the development of neighborhood business districts.

54. NAICS, ESRI

Goal 2

To increase the number of people in Vancouver that have nearby access to supermarkets and full service grocery stores, and commercial and public services and amenities, the City will propose and adopt a Comprehensive Plan, zoning and other changes to facilitate closer location of interrelated uses by 2028.

Proximity to services (VDN.PM.2)

Performance measure

Percentage of residents living within ¼ mile of supermarkets or food stores, restaurants, parks, schools or community centers.

Definition

The share of city residents living within ¼ mile of a supermarket or food store and shares of City residents within 1,500 feet of a park, restaurant, park, school, or community center.[55]

Why it matters

Proximity to services and amenities increases access and likelihood of use, reduces road system demand, encourages healthy transportation options, and facilitates community identity and reduced social isolation.

55. City GIS analysis

Goal 3

Maintain active and healthy neighborhood associations. At least 85% of neighborhood associations are considered active.

Active neighborhood associations (VDN.PM.3)

Performance measure

Percent of neighborhood associations that are considered active.

Definition

Active status is measured by fulfilling the recognition requirements outlined in Vancouver Municipal Code 2.75 including: adopted by-laws, election of officers and holding at least one meeting per year.[56]

Why it matters

Neighborhood associations provide residents with a forum to address problems, share information, offer opportunities for community input and to undertake projects to benefit the neighborhood. Recognized neighborhood associations serve as a conduit for communication between the community and the City.

56. City staff

External factors and emerging issues

- How might we create equitable access to parks, trails, open space and recreational opportunities?
- How might we support more connected communities, strengthening our community well-being and enabling more effective responses and recoveries tied to major events?

Existing City plans and initiatives related to vibrant and distinct neighborhoods

- Culture, Arts & Heritage Plan
- Parks, Recreation and Cultural Services Comprehensive Plan



Culture and heritage

Strategic outcomes: What are we trying to achieve?

Vancouver celebrates culture and heritage. Public events, museums, cultural centers, concerts and exhibits offer opportunities for communities to learn about different cultures and experiences.

Community indicators

- **Arts-related businesses** (CH.CI.1)
- **Economic impact** (CH.CI.2)
- **Creative vitality index** (CH.CI.3)

Performance measures

- **Investment in arts, culture and heritage** (CH.PM.1)
- **Participation in arts, culture and heritage experiences** (CH.PM.2)
- **Indirect investment in arts, culture and heritage** (CH.PM.3)
- **Geographic distribution of arts, culture and heritage resources** (CH.PM.4)

Core values

Livability

Equity and inclusion

Arts-related businesses (CH.CI.1)

Total number of arts-related businesses and rate per 1,000 residents. Businesses include those in the North American Industry Classification System (NAICS) code 71: art galleries, camera and photographic supply stores, bookstores, performing arts companies, performing arts promoters, independent artists, writers and performers, musical instrument stores, compact disc and record stores and museums.[57]

Why it matters

The activities of art-related businesses and cultural and heritage organizations foster cultural and creative vitality. A growing number of arts-related businesses also provides opportunities for individuals to learn and participate in a rich array of arts, culture and heritage activities. They are also essential to supplying arts and cultural organizations with products and services. Consequently, their number reflects, in part, the strength of the arts sector in a regional economy.

Economic impact (CH.CI.2)

The portion of community members employed by arts-related businesses as defined by North American Industry Classification System (NAICS) code and the compensation they receive. The value of the goods and services produced in an area related to arts, culture, historic preservation and heritage.[58]

Why it matters

The Vancouver community recognizes the educational, recreational, aesthetic, environmental and economic development value of having a large area replete with public art, preserved landmarked buildings and beautiful green spaces.

This indicator helps measure the economic value of arts, culture, historic preservation and heritage in our community so that we can make informed decisions about developing a healthy local creative economy and supporting ongoing stewardship, conservation, public access and interpretation.

57. US Census Data, County Business Patterns
58. Bureau of Economic Analysis, National Endowment for the Arts, US Census Data

Creative vitality index (CH.CI.3)

Developed by the Western States Arts Federation (WESTAF) in partnership with Economic Modeling Specialists Inc. (EMSI), the Creative Vitality Index is a robust and inclusive measure of economic vitality of the arts and art-related activities in a specific geographic region of the United States.[59]

Why it matters

This measure indicates the relative health of economic elements of the creative economy. It measures annual changes in the economic health of an area by using per capita concentration of creative activities in both the for-profit and non-profit sectors.

59. ArtsWA, WESTAF and EMSI

Goal 1

To provide more equitable access to arts, culture and heritage experiences across the community, the City will invest resources to support the local creative economy in locations that serve people residing in areas with a high equity index score.

Investment in arts, culture and heritage (CH.PM.1)

Performance measure

City of Vancouver's direct investment in arts, culture and heritage.

Definition

Total expenditures on cultural grants; cultural events; public art installation, repair and site preparation; preservation and interpretation of cultural and historical sites and structures; support to cultural service providers; and City staffing, supplies and services to support these areas.[60]

Why it matters

The City provides direct support to the local creative economy through budgeted projects and programs, cultural grants, public art installations and upkeep, site preservations and interpretation and partnerships.

60. City of Vancouver financials; Culture, Arts & Heritage Commission, Clark County Historical Museum, The Historic Trust

Participation in arts, culture and heritage experiences (CH.PM.2)

Performance measure

Number of people participating in City-funded or partnered arts, culture and heritage experiences.

Definition

Number of attendees, participants and registrants at City-funded arts, culture and heritage events, locations, and programs, including art events, cultural grant projects, art programming, and rentals of art, cultural or heritage spaces.[61]

Why it matters

The number of attendees indicates exposure to and participation in the creative economy, helping ensure that more of the community can benefit from arts, culture and heritage. This also helps monitor progress toward reducing barriers.

Indirect investment in arts, culture and heritage (CH.PM.3)

Performance measure

Indirect investment in arts, culture and heritage in Vancouver.

Definition

Total dollar amount leveraged via cultural grants awarded and via preservation and interpretation of cultural and historical sites and structures, and value of in-kind work provided to support art installation or cultural assets.[62]

Why it matters

The City's support can spur further investment in the local creative economy for greater overall impact to the community, such as providing a match for cultural grant recipients.

61. City staff, staff at Clark County History Muesum, Fort Vancouver National Historic Site, and the Historic Trust, registration software
62. Cultural grant recipient reports, Clark County Historical Museum, The Historic Trust, National Park Service, City staff from PRCS, Public Works, and other departments

Goal 2

To better understand equitable investment and access to cultural resources, the City will gauge engagement in, and geographic distribution of, arts, culture and heritage experiences.

Geographic distribution of arts, culture and heritage resources (CH.PM.4)

Performance measure

Geographic distribution of arts, culture and heritage assets and resources.

Definition

Mapping of City-owned public art; City-funded culture, arts and heritage facilities and program locations; events; and interpretive elements.[63]

Why it matters

Comparing the distribution of assets against participation data helps the City understand where barriers to accessing culture, art and heritage occur. This in turn enables the City to address these barriers and focus on more equitable access across the city.

63. City Cultural Services and GIS staff

External factors and emerging issues

- How might we inclusively honor and preserve Vancouver's unique and diverse history, culture and traditions?
- How might we ensure the creative industry has equitable access to capacity building and revenue development resources and capital?
- How might we increase the supply of affordable public and private spaces (e.g., housing, work, studio, performance) for our creative industry to survive?

Existing City plans and initiatives related to culture and heritage

- Culture, Arts & Heritage Plan
- Parks, Recreation and Cultural Services Comprehensive Plan



Safe and prepared community

Strategic outcomes: What are we trying to achieve?

Vancouver feels like a safe place to live, work, learn and play. All communities are free from violence and crime and care for each other in times of need. Communities understand what to do in times of crisis because Vancouver plans for disasters and is ready to adapt to change. All communities have dependable access to utilities and buildings, bridges, and roads are designed to be modern, safe, inclusive and accessible.

Community indicators

- **Residents' perception of safety** (SPC.CI.1)
- **Residents' perception of preparedness** (SPC.CI.2)

Performance measures

- **Violent and property crime rate** (SPC.PM.1)
- **Fire response time** (SPC.PM.2)
- **Trainings for disaster events** (SPC.PM.3)
- **Community building assessment** (SPC.PM.4)
- **Building seismic code** (SPC.PM.5)

Core values

Livability

Sustainability and resiliency

Innovation

Equity and inclusion

Trust and relationships

Residents' perception of safety (SPC.CI.1)

How residents feel about public safety in their community.[64]

Why it matters

Perceptions of neighborhood crime are negatively associated with level of physical activity among youth. Poorer perceptions of neighborhood safety are associated with higher levels of depressive symptoms among adults ages 50–74. Perceptions of neighborhood crime have been positively associated with other mental health problems, such as anger, depression and anxiety, as well as vicarious victimization by exposure to violence in the neighborhood and visual signs of disorder. However, individuals who have a strong connection to their neighbors are less likely to worry about crime, even when living in areas with high levels of disorder.

Residents' perception of community preparedness (SPC.CI.2)

How residents feel about the community's preparedness for a disaster, including individual, family and neighborhood preparedness.[65]

Why it matters

Residents are more likely to undertake disaster preparedness if they perceive it to be effective. Government trust can directly increase perceived efficacy and indirectly increase self-efficacy.

64,65. Community survey

Goal 1

To contribute to a safe community, the Vancouver Police Department will continue to foster community relationships and dedicate department resources toward crime response and prevention efforts.

Violent and property crime rate (SPC.PM.1)

Performance measure

Violent and property crime rate.

Definition

For state level data, crime rate is defined as the number of reported crimes per 100,000 residents. The violent crime figures include the offenses of murder, forceable sex offenses, robbery and aggravated assault. The property crime figures include the offenses of burglary, larceny-theft, motor vehicle theft and arson.[66]

Why it matters

Violent crime rates correlate positively to poverty levels, income inequality and residential instability. Research suggests that violent crime rates negatively correlate to the probability of arrest, the probability of imprisonments, level of social capital and collective efficacy. Relative poverty and local segregation of high-income households from low-income households can exacerbate violent crime. Elevated crime rates correlate to decreased confidence in police and can contribute to weakened relationships between the community and police.

66. FBI crime statistics

Goal 2

To ensure fire response times under eight minutes, the City will renovate or construct five fire stations by 2029, and add additional fire response units as needed in high-demand areas, prioritizing locations where response times are longer.

Fire response time (SPC.PM.2)

Performance measure

Fire response time.

Definition

The time elapsed from an emergency call alerting fire and emergency medical services response resources and arrival of emergency services at the site of the emergency.[67]

Why it matters

A quick response time can save lives, reduce costs associated with damage and build trust in public services provided the services are equitably available to all areas of the community.

67. CRESA/City of Vancouver Fire Department

Goal 3

To increase the opportunities for Vancouver residents to learn about and prepare for a disaster event, the City will provide disaster preparedness training for community partners.

Trainings for disaster events (SPC.PM.3)

Performance measure

Trainings offered to residents to prepare for a disaster event.

Definition

Provide quarterly disaster preparedness training opportunities for community partners.[68]

Why it matters

Community members may not be aware of the sorts of issues a large-scale disaster might introduce into their lives and may not have taken any steps to prepare themselves. A prepared community is more resilient and can help mitigate the adverse effects of an event with preparation, provided they understand what to prepare for.

68. City staff

Goal 4

To increase the community's ability to prepare for and recover from a seismic disaster, the City will perform an assessment of anticipated seismic performance of existing buildings (resident, multifamily, commercial, industrial) in the community.

Community building assessment (SPC.PM.4)

Performance measure

Community building inventory.

Definition

An inventory of the residential, multifamily, commercial, and industrial buildings in Vancouver built prior to 1990 and assessment of their ability to withstand a seismic event.[69]

Why it matters

Since 1990, the building code has included specifications that address seismic resiliency. Understanding the risk associated with the building inventory prior to 1990 can assist the City in planning for recovery from or mitigation for a seismic event, increasing resiliency and reducing recovery time.

69. City staff

Goal 5

To prepare the community for a potential seismic event, the City will ensure compliance with all seismic codes for permitted projects, increasing the percentage of buildings that are seismically sound.

Building seismic code (SPC.PM.5)

Performance measure

Buildings meeting current seismic building codes.

Definition

The percentage of buildings in the community that meet current codes for residential, multifamily, commercial, industrial and government and are considered a lower risk.[70]

Why it matters

Buildings that can withstand a seismic event will save lives and reduce costs associated with the event.

68. City staff

External factors and emerging issues

- How might we engage and inform the community to ensure that public safety services are delivered to a diverse community and vulnerable populations in a safe, timely and proactive manner given the challenges of significant population growth, racial inequities and traffic congestion?
- How might we build meaningful community relationships that transform our organizations, foster trust and legitimacy, and increase compliance with laws and regulations?
- How might we strengthen local and regional partnerships to prevent, prepare for and respond to natural and human-caused hazards?

Existing City plans and initiatives related to safe and prepared community

- City of Vancouver Emergency Operations Plan
- Clark Regional Natural Hazard Mitigation Plan



Climate and natural systems

Strategic outcomes: What are we trying to achieve?

Environmental stewardship and efforts to address climate change ensure that everyone has a sustainable future. We recognize the intrinsic value of the land beyond the economic benefits it provides. Vancouver protects, restores and cares for the natural environment upon which all living things depend. The health of our natural systems supports the health of all who live, work and play in our community.

Community indicators

- **Greenhouse gas emissions** (CN.CI.1)
- **Waste diversion** (CN.CI.2)
- **Tree canopy** (CN.CI.3)
- **Parkland acreage per 1000 residents** (CN.CI.4)

Performance measures

- **Proximity to parks** (CN.PM.1)
- **Business inspections** (CN.PM.2)
- **Landscapes that support natural systems** (CN.PM.3)
- **GHG emissions goals** (CN.PM.4)
- **Wastewater solids renewal program** (CN.PM.5)
- **PFAS regulatory compliance** (CN.PM.6)
- **Organic waste sent to landfill** (CN.PM.7)

Core values

Livability

Sustainability and resiliency

Innovation

Equity and inclusion

Greenhouse gas emissions (CN.CI.1)

Greenhouse gases include carbon dioxide, methane and nitrous oxide, and cause climate change.[71]

Why it matters

Addressing climate change and the many impacts associated with it begins with decreasing the amount of greenhouse gases emitted. The City Council has adopted a goal of carbon neutrality — achieving net zero greenhouse gas emissions by balancing those emissions so they are equal (or less than) the emissions that get removed through the planet's natural absorption — for both municipal operations and the broader Vancouver community by 2040.

Waste diversion (CN.CI.2)

Tons of solid waste diverted to recycling/composting as a ratio of tons of solid waste collected.[72]

Why it matters

This indicator tracks how much solid waste is collected for recycling or otherwise diverted from disposal each year. Diverting solid waste from a landfill conserves valuable resources, saves energy, reduces greenhouse gas emissions and other harmful environmental pollutants, conserves landfill space and creates jobs. Greater public outreach can change personal behavior and increase waste diversion.

Tree canopy (CN.CI.3)

The percentage of land area covered by tree foliage.[73]

Why it matters

Tree canopy contributes to air and stormwater quality and minimizes the urban heat island effect. Tree canopy is directly linked to human health and community livability. For maximum benefits, a 40% cover is recommended.

71. Periodic greenhouse gas emission inventory of community and of City operations collected from various sources including, but not limited to, municipal operations, Regional Transportation Council, regional energy providers, Port of Vancouver, C-Tran.
72. City of Vancouver Public Works Solid Waste Contract reporting
73. GIS maps and aerial imaging.

Parkland acreage per 1,000 residents (CN.CI.4)

This metric is calculated by dividing the total number of City park acres by the city's population and multiplying the factor by 1,000.[74]

Why it matters

According to the National Recreation and Park Association, greenspace exposure corresponds with improved physical health, including decreases in stress, blood pressure, heart rate and risk of chronic disease (cancer, diabetes, cardiovascular heart disease). Children with access to parks and facilities have shown decreased prevalence of obesity compared to children without access. Time spent in nature positively impacts mental health by increasing cognitive performance and well-being and alleviating illnesses such as depression, attention deficit disorders and Alzheimer's. For climate benefits, parks lower ground temperatures with tree canopy, clean water, reduce flooding and contribute to healthier air. Trees and vegetation in parks help reduce air pollution directly by removing pollutants and reducing air temperature. Urban parks can improve the environment, enhance storm water management, reduce traffic noise and increase biodiversity.

74. City Parks, Recreation and Cultural Services Staff, Census data

Goal 1

To ensure that residents have opportunities for cooling during times of excessive heat, the Urban Forestry Program will plant trees in parks.

Proximity to parks (CN.PM.1)

Performance measure

Number of residents within a 10-minute walk of a park that provides localized cooling through tree canopy cover or vegetative surfaces.

Definition

The count of trees planted in parks by the Urban Forestry Program.

Geographic Information system (GIS) analysis determines the percentage of residents that meet the standards. The 10-minute walk standard is a recognized national standard that allows for comparison with peer cities.[75]

Why it matters

Multiple studies show that parks with trees provide a cooling effect during extreme heat events. It is important to ensure that an increasing number of residents have access to these cooling benefits.

75. City GIS analysis

Goal 2

To improve water quality and prevent negative effects on habitat and wildlife, the City will inspect businesses annually to ensure pollution prevention best-management practices are properly implemented.

Business inspections (CN.PM.2)

Performance measure

Number of businesses inspected annually.

Target

Conduct 800 inspections annually.

Definition

The count of inspections conducted by City staff each calendar year of businesses in Vancouver that have the potential to generate pollutants to the stormwater system.[76]

Why it matters

Preventing pollutants from coming into contact with stormwater and entering water resources is the best way to reduce impacts from municipal stormwater and protect receiving waters and drinking water. Site inspections educate businesses on activities that have the potential to release pollutants to water resources and provide guidance on required best practices.

76. City of Vancouver business inspection database (MS4Front Software)

Goal 3

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.

Landscapes that support natural systems (CN.PM.3)

Performance measure

Percentage of city-owned landscapes that are designed and managed to achieve natural systems outcomes.

Definition

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.[77]

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.

77. Grounds maintenance records maintained by city staff

Goal 4

To support the goal of achieving carbon neutrality by 2040 for both municipal operations and the broader Vancouver community, the City will look at further investments and changes to municipal policies to reduce greenhouse gas emissions, especially in the highest impact areas of transportation and buildings, to achieve an 80% reduction in emissions by 2025 for municipal operations and an 80% reduction in emissions by 2030 for the broader community.

GHG emissions goals (CN.PM.4)

Performance measure

Interim greenhouse gas emissions goals.

Definition

Greenhouse gases include carbon dioxide, methane and nitrous oxide, and cause climate change.[78]

Why it matters

Compliance with this early interim target will ensure that the City is on track to achieve its 2040 carbon neutrality target and that it is demonstrating leadership on climate action for the broader community.

78. Periodic greenhouse gas emission inventory of community and of City operations collected from various sources including, but not limited to, municipal operations, Regional Transportation Council, regional energy providers, Port of Vancouver, C-Tran

Goal 5

Develop a plan for the effective, sustainable and cost-effective management of wastewater solids in support of strategic outcomes and through collaboration with community stakeholders.

Wastewater solids renewal program (CN.PM.5)

Performance measure

Wastewater solids renewal program plan.

Target

50% design plan by the end of 2028.

Definition

Development of a proposed plan that identifies the facilities, technologies, funding strategies and community partnerships to maximize resource recovery. The modeled quantity of biogas and beneficial solids available for capture and beneficial use.[80]

Why it matters

The current system for managing solids collected through the sewer has a remaining useful life of eight to ten years, the solids renewal program plan pursues a more sustainable and beneficial direction for wastewater solids management that aligns with the City's Climate Action Framework, Comprehensive Plan while providing for safe, clean and environmentally sound facilities.

80. Consultant-based modeling tools to measure solids system attributes (GHG emissions, biogas generation, energy production, energy usage, local air/water/land/traffic impacts, risk, capital & OM cost, revenue)

Goal 6

To ensure Vancouver's drinking water is safe for the community, the public works department will monitor PFAS concentrations and invest in mitigation that reduces PFAS in drinking water.

PFAS regulatory compliance (CN.PM.6)

Performance measure

PFAS drinking water regulatory compliance.

Definition

The concentration of PFAS in drinking water as defined by federal regulations.[81]

Why it matters

Per- and polyfluoroalkyl substances (PFAS) have been used around the world in industry and in consumer products such as food packaging, non-stick cookware, waterproof clothing, stain-resistant fabrics and fire fighting foam. PFAS accumulate in the body over time and have known health impacts. Drinking water is one known pathway for PFAS to enter the human body. Removal of PFAS from drinking water to meet federal drinking water regulations will reduce negative public health impacts.

81. City of Vancouver Public Works Water Utility sampling

Goal 7

To reduce per capita waste and support Council's Climate Action Framework, the City will build program capacity to divert wasted edible food to those who need it, increase the processing capacity of the existing collection and transfer system, and adopt an ordinance to require organics collection services in compliance with the Revised Code of Washington (RCW) 43.19A.150.

Organic waste sent to landfill (CN.PM.7)

Performance measure

Tons of organic waste sent to landfill.

Definition

Total tons of organic waste disposed of at landfill as measured in the Solid Waste System Waste Composition Study.[82]

Why it matters

Diverting food waste, yard debris and other organic materials for composting or other beneficial uses provides a number of benefits, including reducing the amount of waste sent to landfills or incinerators, reducing greenhouse gas emissions from landfills.

82. 5-year state solid waste composition study

External factors and emerging issues

- How might we proactively identify, assess and manage risks related to the quality, reliability and access to critical infrastructure given the challenges of an aging infrastructure, greater climate impacts and population growth?
- How might we improve our approach to facilities and infrastructure management to ensure a high-quality, efficient and sustainable portfolio that supports both staff and the customer?

Existing City plans and initiatives related to climate and natural systems

- Urban Forestry Plan
- Climate Action Framework
- Comprehensive Solid Waste Management Plan
- Comprehensive Parks, Recreation, Arts & Culture Plan
- Stormwater Management Plan
- Comprehensive Plan



High performing government

Strategic outcomes: What are we trying to achieve?

Vancouver's government is reliable, fiscally responsible, equitable and open to compromise. Decision-making processes are transparent. City leaders have integrity and work with the community to plan for the future.

Community indicators

- **Price of government** (HPG.CI.1)
- **Resident satisfaction with municipal services** (HPG.CI.2)
- **Municipal bond rating** (HPG.CI.3)

Performance measures

- **Workforce profile alignment** (HPG.PM.1)
- **Employee satisfaction and engagement** (HPG.PM.2)
- **Female VPD staff** (HPG.PM.3)
- **Audit results** (HPG.PM.4)
- **Open Data Hub datasets** (HPG.PM.5)
- **Legal and regulatory training** (HPG.PM.6)
- **Response rate to outreach methods** (HPG.PM.7)
- **Demographic representation of community responses to outreach** (HPG.PM.8)
- **Demographic representation of Boards and Commissions** (HPG.PM.9)

Core values

Equity and inclusion

Trust and relationships

Price of government (HPG.CI.1)

Sum of all taxes, fees and charges collected by a city or county as a percentage of aggregate personal income. That is, all revenue excluding that which comes from "Other Financing Sources" (long-term debt proceeds, sale of capital assets, transfers from other funds, insurance proceeds) and "Non-Revenues" (cash received for accounting purposes but is not technically revenue). Disaggregated by race/ethnicity and age.[83]

Why it matters

This indicator allows a local government to monitor the level of resources available to provide critical services within its jurisdiction and helps inform the price range within which residents and businesses are willing to pay for living in a city with those services.

Resident satisfaction with municipal services (HPG.CI.2)

How satisfied residents are with municipal services in their community. Disaggregated by race/ethnicity, age, income, English language learner and disability.[84]

Why it matters

Government services are often compulsory and serve a broad base of customers. Assessing the level of satisfaction with service can provide information about service gaps to certain populations or barriers to adequate service delivery.

Municipal bond rating (HPG.CI.3)

Credit rating or assessment of the financial health of the organization as determined by third-party sources.[85]

Why it matters

Bond ratings convey a sense of confidence and ability of the organization to finance projects to create a vibrant, safe and diverse community.

83. Revenues: Washington State Auditor's Office, City of Vancouver Budget Office. Personal Income: US Census, total population in Vancouver, per capita income.
84. Community survey
85. Moody's and S&P

Goal 1

To ensure that hiring practices, workforce and careers reflect the diversity of the community across the range and depth of the organization, the City will develop a systematic approach for collecting inclusive data regarding demographics within the City's workforce by 2029.

Workforce profile alignment (HPG.PM.1)

Performance measure

Align City's workforce profile with regional and national demographics.

Definition

City employee demographics based on race, age and gender.[86]

Why it matters

Understanding the demographics of the workforce at the City may provide insight to barriers for certain populations that can be actively addressed.

86. Equal Employment Opportunity data, data collected by City, Workday and community Census data

Goal 2

To be an "Employer of Choice" the City will offer services and programs that meet employees' needs. Human Resources will survey employees in 2026 to understand if benefits meet their needs and to solicit feedback on what changes may be important.

Additionally, the City will continue to participate in the Northwest Benefits Survey annually and use it to understand how City benefits compare to those provided by other regional employers.

Employee satisfaction and engagement (HPG.PM.2)

Performance measure

Employee satisfaction and engagement.

Definition

Percent of employees who feel that city services and programs meet their needs.[87]

Why it matters

The City believes that a supported and engaged workforce is essential to our community's success. We provide employees with programs and services that are relevant to their needs and support their ability to be a high performing employee.

87. Employee engagement survey

Goal 3

To increase public safety, the Vancouver Police Department will increase the representation of commissioned female recruits to 30% by 2030.

Female VPD staff (HPG.PM.3)

Performance measure

Percentage of commissioned staff in Vancouver Police Department who are female.

Definition

The percentage of all commissioned staff within the Vancouver Police Department who are female.[88]

Why it matters

Approximately half of Vancouver's population is female. According to the 30x30 initiative website, women make up only 12% of sworn officers and 3% of police leadership in the U.S. This under-representation of women in policing undermines public safety. Research shows women officers use less force and less excessive force; are named in fewer complaints and lawsuits; are perceived by communities as being more honest and compassionate; see better outcomes for crime victims, especially in sexual assault cases; and make fewer discretionary arrests.

88. City of Vancouver Workday - Human Resources Department and Vancouver Police Training Department

Goal 4

To increase public trust, the City will demonstrate our commitment to fiscal responsibility and transparency by having our annual audits from the Office of the Washington State Auditor completed without findings.

Audit results (HPG.PM.4)

Performance measure

Audit results.

Definition

Each year, the City receives an audit from the Office of the Washington State Auditor. The City aims for these audits to be free of any findings. Findings are internal control weaknesses that are significant enough to result in material errors, non-compliance, or lack of fiscal accountability. The independent Office of the Washington State Auditor follows generally accepted auditing standards and internal procedures to make consistent determinations on materiality regarding our annual financial statement, federal grant and accountability audits.[89]

Why it matters

City leadership relies on the trust of the citizens to be effective in managing the operations of the City. The assurance provided by a clean audit from an independent body regarding the accuracy of the City's financial statement information and the effectiveness of internal processes to safeguard public resources is a vital tool to help increase trust through transparency.

89. The Office of the Washington State Auditor publicly publishes the results of their Financial, Federal, and Accountability audits on their website. The audit reports for the City of Vancouver as published on the State Auditor's at SAO.wa.gov will be our source for evaluating this performance measure.

Goal 5

To increase transparency and accountability, the City will foster and develop its data governance program including developing an Open Data Hub for publishing City datasets.

Open Data Hub datasets (HPG.PM.5)

Performance measure

Number of high-quality datasets available in Open Data Hub.

Definition

The count of datasets available through the hub. An Open Data Hub is a website location where City datasets are proactively made available to the public. Datasets in this hub have undergone a data governance review to ensure quality, accessibility and confidentiality for pertinent data.[90]

Why it matters

The ability to share and access data in a timely manner is key to gaining public support and lowering barriers to vital public information.

90. ArcGIS

Goal 6

To increase the number of City managers, supervisors and officials who receive necessary training in applicable legal and regulatory topics to 100% by 2025, the City will ensure that employees and officials have access to training and education needed to support their efforts to build a city of the future along the Columbia River through a shared commitment to equity, stewardship, resilience and community safety.

Legal and regulatory training (HPG.PM.6)

Performance measure

Percent of City managers, supervisors and officials receiving training in applicable legal and regulatory topics.

Definition

The percent of employees required to receive training who were offered the course and successfully completed it through the Workday Learning module. City managers, supervisors and officials includes City elected officials, volunteers and regular part-time and full-time managers and supervisors that work at the City. Applicable legal and regulatory topics include applicable privacy and transparency laws; municipal powers, authority and corporate governance; and accessibility, human rights, and labor and employment laws.[91]

Why it matters

Increasing access to pertinent training supports comprehension of legal requirements related to City work. When City managers, supervisors and officials understand the constantly changing legal landscape impacting their jobs, they can better provide increased safety, support climate resiliency, and ensure equity and economic prosperity for Vancouver's residents.

91. Workday Learning Module

Goal 7

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.

Response rate to outreach methods (HPG.PM.7)

Performance measure

Response rate to outreach methods.

Definition

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.

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.

Demographic representation of community responses to outreach (HPG.PM.8)

Performance measure

Demographic representation of community responses to outreach.

Target

Increase demographic diversity of Boards and Commissions participants.

Definition

For each recruitment event, collect appropriate demographic data to track participation from diverse communities.

Demographic representation of Boards and Commissions (HPG.PM.9)

Performance measure

Demographic representation of Boards and Commissions.

Definition

The demographic representation of boards and commissions is in alignment with the City demographics. For each recruitment event, collect appropriate demographic data to track participation

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.

External factors and emerging issues

- How might we address the fact that current data maturity of the organization is individualized?
- How might we foster and model relationships of trust, welcome diverse viewpoints and confront racism at all levels (personal, cultural and institutional) in our community and in the City?
- How might we create systems that recognize the ability of underrepresented communities to co-create solutions with local government and with each other?
- How might we achieve more equitable outcomes and deliver services that meet or exceed the expectations of the people we serve?
- How might we continue to meet the needs of a rapidly growing city while managing organizational capacity and ensuring fiscal responsibility?
- How might we attract and retain a talented workforce that sustains a workplace culture of engagement, community focus and high performance?
- How might we mature the City's data and technology capabilities to provide secure and scalable solutions that enable staff to deliver accessible, modern and impactful services to all residents?

Existing City plans and initiatives related to high performing government

- Diversity Equity and Inclusion Strategic Plan
- Financial Policies
- Water Strategy

Next steps

This plan reflects a foundational vision for the City of Vancouver. It provides a mechanism for the City and community to ensure accountability to the core values and focus areas by assessing and measuring progress against the outlined indicators and measures.

The strategic plan will inform future efforts by:

- Connecting the strategic plan focus areas to the City budget and investments. City Council will examine budget proposals through the lens of the strategic plan to ensure programmatic investments and policies align with the indicators and measures.
- Creating a community dashboard to demonstrate transparency and ensure community members can evaluate progress over time.
- Aligning other City processes, plans and policies with the overall values embraced within the strategic plan.
- Maintaining an ongoing committee to periodically assess progress, provide feedback and inform decision-making as it relates to implementation of programs and actions connected to the focus areas and aligned with the core values.
- Developing and maintaining communications that support ongoing community engagement and awareness of the strategic plan. Sharing opportunities to participate in other planning processes connected to the indicators and measures.

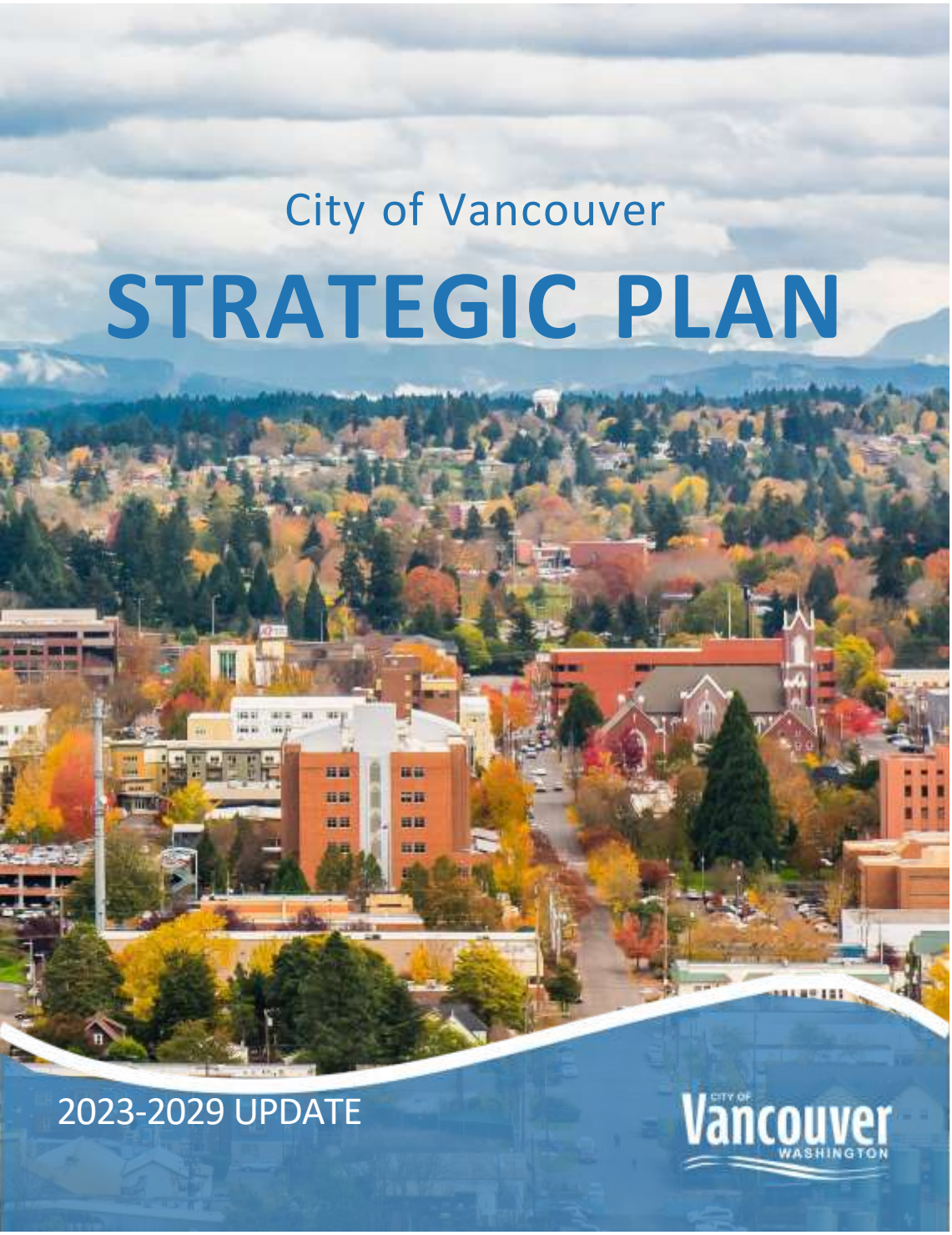


Revision history

Elected officials	Date	Revision number	Notes
Councilmembers: Bart Hansen, Kim D. Harless, Diana H. Perez, Ty Stober, Sarah J. Fox Mayor: Anne McEnerny-Ogle Mayor Pro Tem: Erik Paulsen	December 8, 2025	1	City Manager: Lon Pluckhahn



City Hall | 415 W. 6th St. | Vancouver, WA 98660 | cityofvancouver.us


City of Vancouver
STRATEGIC PLAN
2023-2029 UPDATE
CITY OF
Vancouver
WASHINGTON






8th ST




Vancouver

Welcome

Welcome to all who live, work, and play in the city of Vancouver to our 2023-2029 Strategic Plan. This plan lays out the City's direction for the next six years and beyond. Using our identified core values as a guide, we will advance efforts in each of the eight focus areas for the benefit of Vancouver residents, businesses, and visitors.

Vancouver is at an inflection point. We face many challenges, some local and others societal. We also have boundless opportunities to reshape our community in ways that make it more equitable, safe, and climate friendly. Vancouver is a city on the rise, within the region and the state. This plan will ensure that we preserve the unique traits that led us all to this place, while we continue to grow and evolve as a community.

This plan reflects the work of a dedicated group of community participants, along with the broader voices of Vancouver and City staff. We believe it to be a true reflection of the diverse perspectives and goals of Vancouver.

As a Council and City leadership, we are committed to ensuring alignment between future policies, programs, and investments and the core values and focus areas of the Strategic Plan. The use of six-year performance measures and long-term community indicators will allow us all to track our community's progress and ensure we're moving in the right direction.

We hope you share our excitement for the Vancouver we are becoming and will join us in ensuring the values we have created are realized.

Mayor Anne McEnerny-Ogle Mayor
Pro Tem Ty Stober Councilmember
Sarah J. Fox Councilmember Bart
Hansen Councilmember Kim D.
Harless Councilmember Erik Paulsen
Councilmember Diana H. Perez City
Manager Eric Holmes

Acknowledgments

Recognition of the residents who this plan reflects and serves. Vancouver City

Council and Mayor

- Mayor Anne McEnerny-Ogle
- Mayor Pro Tem Ty Stober
- Councilmember Sarah J. Fox
- Councilmember Bart Hansen
- Councilmember Kim D. Harless
- Councilmember Erik Paulsen
- Councilmember Diana H. Perez
- Mayor Pro Tem Linda Glover (former Councilmember 2017-2021)
- Councilmember Laurie Lebowsky (former Councilmember 2018-2021)

Thank you to City staff for your participation in the planning process and contributions to the Strategic Plan.

Project Team

- Aaron Lande
- Tanya Gray
- William Cooley
- Kerry Peck

Strategic Plan Advisory Committee

- Abby Griffith
- Schuyler Hoss
- Eric LaBrant
- Mark Meckler
- Ben Moll
- Tammy Pham
- Rosalba Pitkin
- Zachary Pyle
- Rosezena Rothafel
- Christine Selk
- Cindy Skrivanek
- Ty Stober
- Katie Yates

Consultant Team

- Jamie Damon
- Ben Duncan
- Ellen Palmquist
- Erin Bothwell



Table of Contents

Introduction..... 1

Core Values..... 2

Vancouver Profile.....6

Strategic Planning Process..... 7

Focus Areas..... 10

Next Steps 56



vi

Introduction

The 2023 Strategic Plan lays out City priorities for the next six years, through 2029, for current and future city limits. The Plan is built on core values and focus areas affirmed by City Council and work previously completed through A Stronger Vancouver, the 2016 Strategic Plan, and community engagement efforts. Vancouver's Strategic Plan will be used to prioritize and
fund a broad range of services related to transportation, housing, economic development, environmental resources, parks and recreation, culture, governance, and public safety.

How does the Strategic Plan fit into other planning processes?

time

Comprehensive Plan
- Long-term (20 yrs)
- Shared community vision
- Future land use and place based

Master Plans & Frameworks
- Medium-term (5-10 yrs)
- Robust plans and community partnerships
- Topic or location based

Strategic Plan
- Medium-term (3-6 yrs)
- Council's citywide focus areas
- Organizational direction for employees

Biennial Budget, Financial Policies & Operational Plans
- Short-term (1+ yrs)
- Departmental service levels, capital outlays
- 6-year financial forecast, tax/revenue rates

Performance Management Program
- Daily strategic discipline, performance management
- Pathways for improvement and innovation
- Regular reporting to City Council and the community



Why do we need a Strategic Plan?

Vancouver's Strategic Plan helps the City understand what to prioritize and invest in. The Plan reminds City Council and staff of what's important to the community and reflects the city's values, hopes, and dreams for the future.

Core Values

In 2021, City Council identified five core values for Vancouver: livability, equity and inclusion, innovation, sustainability and resiliency, and community trust and relationships. The core values guide a vision for engaging with the public and help re-imagine City structures, practices, and policies.



Livability

Livability is about supply and access to basic necessities, quality of life, requirements and experiences that everyone in Vancouver expects. Livability means that every resident and cultural group can live in the community with a sense of belonging and pride while maintaining their own values, beliefs, and identities.

Gap statement – opportunities for improvement

Not all Vancouver residents and cultural groups experience the same level of livability. Bias and negative experiences of communities of color, people with disabilities, and other historically disadvantaged communities create a lack of connection between communities. Some groups are forced to alter or hide their beliefs, identities, or values. Many residents struggle with housing instability and a lack of safe affordable housing. Other residents lack adequate access to physical, mental or behavioral health resources. Some communities experience elevated crime rates, including violence. Investments in public safety have disparate impacts across communities.

A livable Vancouver means:

- ✓ Access to clean and safe housing that is affordable for all socioeconomic statuses
- ✓ Clean public spaces, sidewalks, and streets
- ✓ Being safe and feeling comfortable in public spaces and places
- ✓ Not exposed to crime, violence, or discrimination
- ✓ Public spaces that feel welcoming to people of all ages and abilities
- ✓ Abundant opportunity to access and engage in core community resources including natural resources, transportation, health care, education, cultural experiences, and art
- ✓ Fair, transparent, and inclusive processes for economic improvement opportunities
- ✓ Ensuring accessible, inclusive, and sustainable access to resources and opportunities for those with disabilities
- ✓ A city that nurtures and values people of all ages, nationality, socioeconomic status, sexual orientation, gender identity, race, and religion
- ✓ Education-to-employment support for youth, especially those with barriers to employment
- ✓ A city that is free of groups that promote hate and violence

Formatted: Font: 14 pt

Formatted: Heading 1, Indent: Left: 0", Right: 0", Line spacing: single

Sustainability and Resiliency

A sustainable and resilient Vancouver values long- term solutions, and includes crisis management for economic, environmental, and social issues. It seeks to build structures to last in harmony with nature and ensures environmental justice for all Vancouver communities so that everyone can live in a safe, healthy environment. Communities benefit from high quality infrastructure, robust communications, and an emergency response system that helps everyone in the city prepare, respond, and recover from natural disasters and economic harms in a new and better way.

A sustainable Vancouver means:

- ✓ Protecting water, reducing greenhouse gas emissions, maintaining tree canopies, ecosystem services, and biodiversity
- ✓ Crisis management regarding economic, environment and social issues
- ✓ Increasing nature-based solutions
- ✓ Integrated and interacting plans, processes, and systems
- ✓ Using a proactive and goal-oriented approach
- ✓ Handling an influx of visitors while minimizing impacts to everyday routines
- ✓ Building codes and land-use planning that ensures integrity of infrastructure
- ✓ Learning from past experiences and taking in new information

Gap statement – opportunities for improvement

The City has a role in supporting understanding about sustainability and environmental initiatives to combat some of what gets in the way, including misinformation and uncertainty about the roles individual and the jurisdiction play when responding to challenges. While difficult to operate through change and disruption, the City needs to build more community support, be willing to own and acknowledge existing and future issues and allocate funding to programs and initiatives that respond to emergencies and meet the needs of the future.

Innovation

An innovative Vancouver is one that invites and encourages creative thinking. This means calculating risk and finding solutions that promote well-being and improve lives. Innovation can show up in technological solutions, programs, infrastructure investments, climate change, and business approaches that ensure Vancouver is a desirable place to open a new business and to bring new jobs to the region.

An innovative Vancouver means:

- ✓ Finding new methods and solutions to old problems
- ✓ Using creative problem solving to fulfill needs
- ✓ Adapting to change
- ✓ Actively pursuing new opportunities
- ✓ Inviting creative communities to thrive
- ✓ Committing to collaboration
- ✓ Collecting, processing, and analyzing data, then acting on insights

Gap statement – opportunities for improvement

Vancouver continues to be a city at a crossroads. Addressing challenges such as climate change, housing and inequality will require us to be bold and work together. We must be willing to confront and work though common barriers to innovation, such as rigid procedures and processes, political polarization, resistance to change and satisfaction with the status quo. Being an innovative city means creatively investing financial resources to solve the challenges of the day and to set a vision for the future.

Equity and Inclusion

An equitable Vancouver means:

- ✓ Fair, transparent, and inclusive processes for economic improvement opportunities
- ✓ Ensuring accessible, inclusive, and sustainable access to resources and opportunities for those with disabilities
- ✓ Nurturing and valuing people of all ages, nationalities, socioeconomic status, sexual orientation, gender identity, race, and religion

An equitable and inclusive Vancouver is one where everyone feels a sense of belonging and can feel safe expressing their beliefs and values. It is a community that provides access to opportunities, so everyone has the chance to reach their full potential. A Vancouver where other perspectives are heard with compassion and an open mind, that celebrates and recognizes diverse people, activities, and cultures. Ultimately, it means that every culture feels respected, and the elements of livability are accessible to all regardless of age, race, color, national origin, ethnicity, creed, religious opinions or affiliations, sexual orientation, gender identity/expression, pregnancy, marital status, family status, mental or physical disability, military status, status as a veteran or any other protected status under applicable law. It means everyone has equal opportunities because the City is investing in and valuing outcomes for everyone.

Gap statement – opportunities for improvement

This vision is not the current reality for many of Vancouver's communities. Class disparities exist where those with wealth and resources have what they need, and many others lack access to basic needs, including housing, health care, and transportation. These communities carry the burden of poverty because of systemic racism and classism, and feel unwelcome, unappreciated, undervalued, and unsafe. Equity and inclusion demand that the City account for differential impacts to Vancouver's community members and eliminate barriers for communities of color, religious minorities, people with disabilities, LGBTQIA+ communities, and other disadvantaged communities.

Trust and Relationships

A trusting community is reflected by transparent decision-making processes, open communication between the government and the community, and a broadly shared belief that decisions are intended to enhance livability, equity, and the resilience of the entire community. There is a belief that the government is representative of all communities. Vancouver communities believe that building trust leads to an engaged community of government, business, and residents that actively support and participate in carrying out City initiatives.

Gap statement – opportunities for improvement

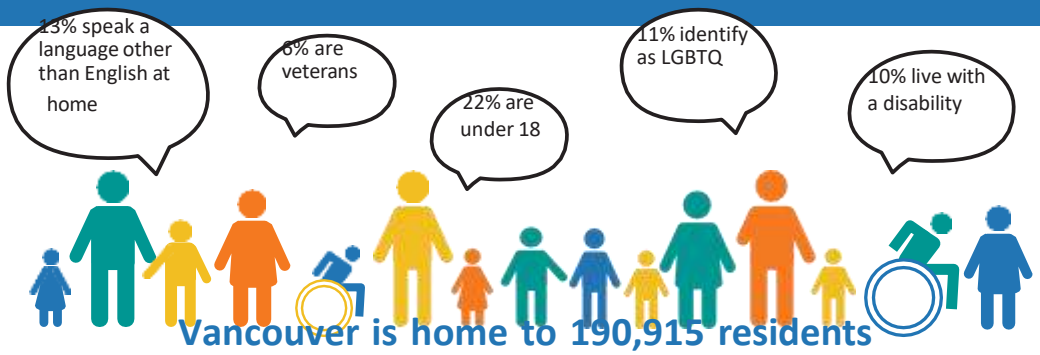
Trust in policing and law enforcement is critical to community trust and safety. In Vancouver, crime, and fear of crime in communities, erodes trust in law enforcement and government in general. Vancouver's vision is to have a city where residents and officials have trusting relationships. Increasing trust requires us to build, repair and maintain relationships. It requires ongoing collaboration and inclusive political processes, which consider the needs of the entire community. Investments in trust building will enable us to work together more effectively and to deliver improvements that will benefit all community members.

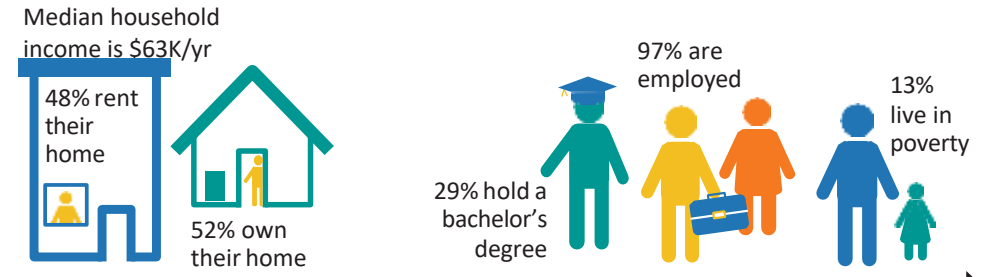
A trusting Vancouver means:

- ✓ Strong partnerships and community engagement
- ✓ City leaders who follow through on actions, policies, and commitments
- ✓ Equitable treatment in City processes and equity in outcomes
- ✓ Communities that treat each other in ways they want to be treated
- ✓ A government that demonstrates openness and provides accurate and unambiguous information
- ✓ Respect for common spaces
- ✓ A government that ensures adequate representation in decision making and minimizes barriers to engagement
- ✓ Successful interactions in challenging circumstances
- ✓ Humility, fairness, openness, kindness, and honesty is demonstrated between communities and between communities and government
- ✓ Frequent and intentional interaction from City leaders

Vancouver Profile

Located between the Pacific Ocean and the Cascade Mountains, on the north bank of the Columbia River, Vancouver is known for its natural beauty and high quality of life. Prior to the establishment of the Hudson's Bay Company post in 1824, the area was occupied by many Native Americans, including Chinook, Cowlitz, and Klickitat tribes.[1] The City of Vancouver was incorporated in 1857 and grew to Washington's fourth largest city, with a 2022 population of 197,600 and a service area for sewer, water, fire, and EMS that encompasses more than 290,000.[2,3,4]







1 National Park Service. N.D. Vancouver National Historic Reserve Cultural Landscape Report. http://npshistory.com/publications/fova/clr.pdf
2 John Caldbick. 2009. Washington Territorial Legislature incorporates the City of Vancouver on January 23, 1857. HistoryLink.org. https://www.historylink.org/File/9115.
3 U.S. Census Bureau, 2020 Census of Population and Housing, updated every 10 years. Decennial Census by Decades
4 Office of Financial Management. April 1 Official Population Estimates. https://tinyurl.com/mt73ck28

Strategic Planning Process

The City of Vancouver is committed to developing a Strategic Plan that aligns with community values and hopes for the future. From 2020 to 2023, the project team attended Council workshops and retreats, conducted interviews with community-based organizations and partners, convened a 16-person advisory committee, and engaged the public through the visioning process to learn about priorities for the future. The project team also worked closely with City staff to ensure that the proposed strategic outcomes and metrics are realistic and align with other planning efforts.

Vancouver City Council

The project team met with City Council throughout the process to provide updates on the Strategic Plan Advisory Committee and Strategic Plan.

- March 2020 – Council workshop
- January 2021 – Council retreat
- April 2021 – Council workshop
- February 2022 – Council retreat
- February 2022 – Council workshop
- April 2022 – Council memo
- April 2023 – Council meeting
- May 2023 – Council workshop

Interviews with Interested Parties

The project team conducted 15 interviews with internal and external stakeholders between December 2021 and January 2022. Interviews focused on understanding of the Strategic Plan and desired outcomes for the Strategic Plan update.

Vancouver's Strategic Plan Advisory Committee

The Strategic Plan Advisory Committee (SPAC) was convened to:

- Support community outreach and listening.
- Improve communications between a diversity of community members and the City.
- Identify and reflect on community needs, concerns, and opportunities.
- Guide how the Strategic Plan will collect data and measure progress towards goals.

Committee members met throughout 2022 and 2023 in large and small groups to define the core values and focus areas, and to provide input on metrics for the Strategic Plan.



Committee members reflected on the process during a Vancouver City Council meeting in May 2023.







Public Engagement

During 2022, City staff engaged the Vancouver community across a wide range of projects, programs, and initiatives related to the Strategic Plan. These efforts have involved:

- Housing
- Affordable Housing Fund
- Affordable Housing Levy
- Safe Stay Community Sites #2 and #3
- Short-Term Rentals
- Redevelopment
- Waterfront Gateway
- The Heights District
- Main Street Promise
- Transportation
- Complete Streets Projects
- Fort Vancouver Way/ Fourth Plain Blvd.
- McGillivray Blvd.
- Transportation System Plan
- Climate and Environment
- Climate Action Framework
- Parks Development Projects
- Ida Bell Jones Park
- Raymond Shaffer Park
- Oakbrook Park
- Public Safety
- Police Chief Recruitment
- Opportunities for Broader Policy Direction
- City Council Community Forums
- Biennial Budget
- Biennial Community Survey
- Future of Neighborhoods Initiative

Since June 2022, City staff have also engaged more than 1,015 community members in visioning conversations to learn about community needs and hopes for the future.
These conversations have included one- on-one meetings, tabling and intercept interviews at community events, and small group dialogues over the course of three City Council Community Forums — community conversations that each have brought together 40 and 80 community members to share their input directly with councilmembers.

City staff completed a systematic review of the engagement efforts listed above, noting themes that have appeared consistently across visioning conversations and other projects.
Care was taken to improve the accuracy of analysis by triangulating across multiple data sources, multiple methodologies (qualitative and quantitative), and multiple researchers (different staff and project teams). To help inform the Strategic Plan, the resulting summary included major themes organized by focus area. City staff and members of the Committee used this work to ensure the Strategic Plan reflects a greater understanding of community needs, challenges and hopes for the future. Engagement results also helped inform language and examples used throughout the Strategic Plan, including descriptions of core values, focus areas, and community indicators and performance measures.

Technical Engagement

City staff were engaged throughout the Strategic Plan process to provide input on focus areas and to refine community indicators and performance measures. In addition to the six-year horizon of the Strategic Plan, City staff worked within the two-year budgeting cycle and, in many cases, a 10-20 year comprehensive plan. These different planning horizons help guide the work and funding of the City.



Focus Areas

The following focus areas, strategic outcomes, community indicators and performance measures set a path forward for the city. These elements will be used to set citywide priorities and measure progress over time.

Focus Areas Structure and Navigation



How to navigate this section

Community indicators are blue and include a metric, definition, data source, and why it matters. Performance measures are green and include a goal, metric, target (optional), definition, data source, and why it matters.

indicators and measures are organized with labels to help the City track data (TM=transportation & mobility, CI=community indicator)

TM.CI.1 Mode Split

How Vancouverites get around...1

Why it matters

Mode split can be a strong indicator for how safe and accessible...

Goal: To improve the safety of our transportation and mobility systems...

metric

TM.PM.1 Miles of complete streets...

Target: To increase the number of miles of complete streets.

Measures the quantity of lane miles...3

definition

Definition of Terms	
Focus Area	Identified topic of priority for the city.
Strategic Outcome	Defines the state we are trying to achieve.
Long-term Community Indicator	At-a-glance view of the major aspects of community condition, tracks trends over time but may not be directly connected to specific City services.
Six-year Priority Performance Measures (goal statements and metrics)	A department or program level measurement aligned with a focus area. Measures the City's contribution (through its programs and policies) towards achieving the strategic outcome.
Goal Statement	What will be accomplished in the next six years to support the strategic outcome.
Metrics	Associated with a goal statement so that progress towards the goal can be quantified. Includes the context of a target, defines what is being measured, identifies the data source, and describes why it matters.
Types of Measures	Measures are included to have a complete picture of complex issues and services. • Results/effectiveness – the change in either the quality of life or behavior of a population or place. • Service experience – the level of satisfaction with a City program/activity experience. • Efficiency – the unit of performance/output achieved per unit of input ($). • Output – the amount of products/services delivered to or received by customers of a City program/activity.
External Factors and Emerging Issues	As identified by staff and Strategic Plan Advisory Committee members.
Related Plans	List of existing city plans that are related to the focus area.

Focus Areas Table of Contents

12 Transportation and Mobility
17 Economic Opportunity
24 Housing and Human Needs
32 Vibrant and Distinct Neighborhoods
36 Culture and Heritage
40 Safe and Prepared Community
44 Climate and Natural Systems
51 High Performing Government



Transportation and Mobility

Strategic Outcomes - What are we trying to achieve?

Vancouver has a safe, future-ready and convenient transportation system that offers affordable and climate-friendly options for people to get where they need to be. All community members can walk, roll, bike, drive, and take transit to reach their destination. Vancouver considers the needs of different communities when designing transportation infrastructure and prioritizes equity. Vancouver's transportation network supports the local and regional economy and facilitates the movement of goods in addition to people.

Community Indicators

- TM.CI.1 Mode Split
- TM.CI.2 Transportation User Experience
- TM.CI.3 Transportation Fatalities & Serious Injuries

Performance Measures

- TM.PM.1 Miles of Complete Streets
- TM.PM.2 Number of Collisions TM.PM.3 ~~Miles of Improved Facilities~~Paved trail and path management
- TM.PM.4 Percentage of Residents Near Transit Facilities
- TM.PM.5 ~~Percentage Increase of Downtown Parking Users~~Availability and use of infrastructure to access downtown
- TM.PM.6 Parking demand program

Core Values

Livability

Equity & Inclusion

Sustainability & Resiliency

Long-Term Community Indicators

TM.CI.1 Mode split

The breakdown of how Vancouverites get around, typically representing the percentage of travelers using a particular type of transportation (walk, bike, public transit, etc.).5

Why it matters

Mode split can be a strong indicator for how safe and accessible non-drive alone transportation options are for community members. Increased shares of people walking, bicycling, and using transit translates to fewer greenhouse gas emissions, cleaner air, safer roadways, and decreased capital and maintenance costs for the City. Research has shown that having options other than driving alone can also save families money on their transportation costs, have positive health outcomes by increasing activity rates, and improve personal mobility and freedom for those who are unable or choose not to drive.

TM.CI.2 Transportation user experience

The level of satisfaction based on users of the transportation system in Vancouver.6

Why it matters

Understanding public sentiment about using the transportation system to move around the community can provide insight into what is working well, and where gaps exist and improvements are needed.

TM.CI.3 Transportation fatalities and serious injuries

The number of fatal and serious injuries (including vehicles, bikes, pedestrians, transit) by year on all roads within Vancouver per 10,000 residents.7

Why it matters

This is a standard metric commonly used to inform transportation and road safety policy and planning, and aligns with the Washington State Department of Transportation's Strategic Highway Safety Plan. This allows the City to identify the most dangerous roadways and intersections in the city and prioritize investments to address safety issues.

5 US Census Bureau, American Community Survey
6 Periodic, statistically valid community survey
7 Washington State Department of Transportation (WSDOT)

6-Year Priority Performance Measures

Goal: To improve the safety of our transportation and mobility systems for all residents, workers and visitors. The City's Public Works Department will work in partnership with the Community Development Department to increase the number of miles of complete streets.

TM.PM.1 Miles of complete streets/mobility lanes/sidewalks and number of Americans with Disabilities Act (ADA) compliant curb ramps/audible pedestrian signal (APS) conversions

Target: To increase the number of miles of complete streets.

Measures the quantity of lane miles in Vancouver that are ~~"complete streets" (~~a roadway ~~that~~ provid~~es~~ing safe and comfortable facilities for all transportation users~~) compared to roadways that~~ rather than only ~~feature~~ automobile ~~lanes~~facilities. These roadways are known as a "complete street".8

Why it matters

Providing complete streets ensures safety and accessibility for all travelers no matter how they choose to travel. It lowers barriers to choosing active transportation modes like walking and bicycling, which lowers emissions and creates savings for individuals and the City in the form of street maintenance.

Goal: To monitor the safety effectiveness of alternative transportation systems, the City of Vancouver will measure the number of collisions both citywide and in areas with updated designs.

TM.PM.2 Number of collisions between vehicles and vulnerable users (pedestrians and bicyclists)

Target: Reduce the number of collisions that occur between vehicles and pedestrians/cyclists.

The count of collisions within the city limits between vehicles and vulnerable users where vulnerable users include bicyclists, pedestrians, and other small-mobility users etc.9

Why it matters

The number of collisions can indicate a safety design opportunity/risk. Collisions may result in injuries, property damage, and increased costs to individuals and the City.

8 City of Vancouver Public Works Department (GIS)
9 Washington State Department of Transportation (WSDOT)

Goal: Maintain the miles of paved trails and paths that connect the Vancouver community. ~~To support multiple convenient transportation options (community members have choices for transportation) and connections in all of Vancouver's neighborhoods, the Public Works Department will increase the miles of improved existing non-motorized facilities.~~

TM.PM.3 Miles of improved existing non-motorized ~~facilities~~trails and paths

A count of the linear miles of paved trails or multi-use paths for walking/biking/rolling~~, and natural trails in parks,~~ that received maintenance or upgrades to safety standards/design during the reporting period.10

Why it matters

Well-maintained ~~Off~~off-road trails and multi-use paths provide low-barrier, all ages and abilities facilities for transportation and recreation options, and improve access to opportunities for public health and wellbeing.

Goal: To facilitate transit usage, the City will increase the number of neighborhoods designed to allow safe, non-motorized travel by residents to transit facilities.

TM.PM.4 Percentage of residents living within a 15-minute walk or bike to transit facilities*

The portion of residents (in single family and multifamily homes) that can get to a public transit facility within 15 minutes by foot or by bike.11

Why it matters

Creating safe access by foot, bike, or other small mobility device to bus stops lowers the barriers to using transit and improves accessibility for all ages and abilities. Low-barrier access to transit provides affordable, reliable, and clean transportation options to help Vancouver residents meet their daily needs.

Goal: ~~To facilitate diverse transportation options,~~ Develop a transportation system that supports and facilitates access to downtown (specifically areas where parking is managed~~enforced~~) via methods that do not involve the need to park an automobile.

City Transportation Planning and Parking Services teams will implement ~~a new~~ Downtown Parking and Transportation System Plans ~~emphasizing and increasing mode split utilization by those who live, work and/or recreate in downtown enforcement zones~~to actively support investment in existing and new options for people to ~~adopt car-free behaviors to~~ get to and around downtown without a vehicle, or to park once and move about downtown using other modes. ~~and reduce barriers for people transitioning to car-free mobility.~~

TM.PM.5 ~~Percentage increase of downtown parking users that u~~Use Availability and use of infrastructure and programs that support non-drive alone travel modes ~~of alternative modes of~~ to access ~~in~~ downtown ~~parking enforcement zonesareas~~

The ~~enable~~ count of pedestrians and bicycles on Columbia Street since the completion of the complete street project. The count of bike racks installed in the downtown area between 2023 and 2029. The count of audible pedestrian signals in downtown. C-Tran ridership and downtown bus stop utilization. Participation in Commute Trip Reduction for employees in downtown. ~~people to~~ number of individuals ~~who live, work and/or recreate in downtown parking enforcement zones~~ who walk, bike, use public transit or other modes of non-

~~automobile~~ ~~transportation~~~~parking enforcement areas~~ ~~as compared to individuals who drive~~.12

Why it matters

Encouraging multiple mode access to downtown ~~parking enforcement zones~~ increases the share of individuals walking, bicycling and using public transit, decreasing greenhouse gas emissions and promoting a rotating flow of customers to local businesses unconstrained by parking availability.

Focus Area & Performance Measure
Transportation and Mobility TM.PM.6 Parking Demand Program
Reason for Change
Original language conflated 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.
Key question: Do you support the clarification of the goal statement and relocating the goal?

10 City of Vancouver Community Development Department and Public Works Department

11Vancouver City Staff, C-Tran

12 US Census Bureau – American Community Survey and City Parking Services occupancy, permit and metered parking utilization data

**Shared with Housing and Human Needs and Vibrant and Distinct Neighborhoods*

External Factors and Emerging Issues

- How might we adjust City funding and staffing to achieve these goals?
- How might we effectively collaborate with agencies, organizations, and the Vancouver community around mobility decision-making?
- How might we lower the risk of travel-related injury and protect and promote public health?
- How might we conduct public outreach and collaboration with all transportation users to discuss prioritization and trade-offs?
- How might we ensure residents' needs are met within 15-minute neighborhoods?
- How might we prepare for and lead in leveraging rapidly evolving technology in transportation?

Existing City Plans and Initiatives Related to Transportation and Mobility

- Transportation System Plan (20-year horizon)
- Transportation Improvement Program (6-year horizon)
- Climate Action Framework



Economic Opportunity

Strategic Outcomes - What are we trying to achieve?

Vancouver is a place where a wide variety of businesses of all sizes, from young startups to established enterprises, grow and thrive. A host of education and training opportunities bring prosperity to those who live here and provide a skilled workforce for companies.

Community Indicators

EO.CI.1 Median Household Income
EO.CI.2 Per Capita Income
EO.CI.3 Business Diversity
EO.CI.4 Job Creation EO.CI.5
Unemployment
EO.CI.6 Education Attainment EO.CI.7
Pre-K Enrollment
~~EO.CI.8 Workforce Readiness Survey~~

Performance Measures

EO.PM.1 Number of New Business Licenses
EO.PM.2 Equity Index Score
EO.PM.3 Businesses Older Than Two Years
EO.PM.4 Living Wage Jobs in Vancouver
EO.PM.5 ~~Equity Impact Analysis Reports~~Alignment of City redevelopment projects with equitable development goals and outcomes
~~EO.PM.6 Business Retention~~
~~EO.PM.7 Engagement by Visitors and Locals~~
~~EO.PM.8 Program Enrollment Rate~~
~~EO.PM.9 Completion Rate~~
~~EO.PM.10 Apprenticeship Placement Rate~~
~~EO.PM.11 Employment Rate~~
~~EO.PM.12 Participant Income Growth~~

Core Values

Livability
Equity & Inclusion
Innovation

Long-Term Community Indicators

EO.CI.1 Median household income

The middle point of the range of household income levels in Vancouver compared to the broader metropolitan region. Disaggregated by race/-ethnicity, gender, and age demographics where available.13

Why it matters

Provides information about the financial resources available to households broken down into different community groups.

EO.CI.2 Per capita income

Mean money income received in the past 12 months computed for every person in a geographic area. Disaggregated by race/ethnicity, gender, and age demographics where available.14

Why it matters

Life satisfaction is strongly correlated with per capita income. This is particularly true among disadvantaged countries, regions, and communities, because income gains in these places are associated with the greatest increases in life satisfaction.

EO.CI.3 Business diversity

An assessment of the local businesses in our community considering sector, ownership, and size as determined by number of employees, ~~,~~ Wwomen and minority-owned businesses~~, green economy, and Columbia River Economic Development Council (CREDC) target sectors~~.15

Why it matters

Having a diversity of businesses and industries may help contribute to a healthy and resilient local economy. Understanding the types of businesses and industries and any disparities may provide information for improving equity and diversity.

EO.CI.4 Job creation

The number of new jobs created in Vancouver.16

Why it matters

An indicator of the health of the local economy, job creation means businesses are hiring.

13 Department of Commerce, US Census data
14 Department of Commerce, US Census data – American Community Survey
15 US Census Data, Annual Business Survey
16 Bureau of Labor and Statistics (Portland/Hillsboro/Vancouver)

EO.CI.5 Unemployment

The share of the labor force without a job. Disaggregated by race/ethnicity, gender, and age demographics where available.17

Why it matters

An indicator of the health of the local economy.

EO.CI.6 Education attainment

The number of residents with high school, associate, and four-year college degrees broken down by race, ethnicity, gender, and income, expressed as a percentage of all residents 25 and older in a region. Disaggregated by race/ethnicity, gender, special education, English language learners, low-income.18

Why it matters

Researchers correlate higher levels of educational attainment with better economic prospects. Earnings increase with higher levels of education. A person's earning power compounds, rather than merely increases, with higher levels of educational attainment. However, the benefits of higher levels of education do not accrue evenly. White and Asian individuals receive greater economic benefit from education compared to Black and Hispanic individuals. In addition, for White and Asian individuals, education has a protective effect on wealth during times of recession while this benefit is absent for Black and Hispanic individuals for equal education.

EO.CI.7 Pre-K enrollment

Total count of children ages 3 to 4 enrolling in public or private preschool.19

Why it matters

Preschool attendance is associated with higher reading and math skills compared to non-preschool enrollment. Some studies show preschool enrollment can facilitate labor force participation and increase educational attainment for parents.

~~EO.CI.8 Workforce readiness survey~~

~~Number and types of businesses reporting that they are able to find qualified job applicants locally.20~~

Why it matters

~~In addition to having job opportunities, our community must have a workforce that is prepared to fill those jobs.~~

17 Bureau of Labor and Statistics (Portland/Hillsboro/Vancouver)
18 US Census Bureau American Community Survey
19 US Census Bureau
20 Community survey

6-Year Priority Performance Measures

Goal: Create opportunities for generational wealth, especially for underserved communities, by strengthening support for small businesses. ~~*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.*~~

EO.PM.1 Number of new business licenses

The number of business licenses issued to new businesses within one calendar year in a census tract with a high equity index score.21

Why it matters

The number of new businesses is related to potential employment opportunities for people in our community. Providing opportunities for employment in census tracts that have a high equity index score prioritizes areas of the city with higher risk.

EO.PM.2 Equity index score

An equity index score has been calculated for each census tract in the city, which have been categorized as very low to very high. Generally, a census tract with a high or very high equity index includes communities that have a larger proportion of the population who are people of color, renters, ages 65+, households with children, a smaller proportion with a bachelor's degree or higher, and a lower median family income.22

Why it matters

Knowing the equity index scores for census tracts across the city allows investments to be made where they can have the largest impact on addressing inequity and the biggest improvement in factors that impact life outcomes.

~~*Goal: 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.*~~

EO.PM.3 Number of businesses older than two years

The number of businesses that have maintained a business license for more than two years.23

Why it matters

For our economy to thrive, we need to attract and retain businesses. The first few years of startup can be pivotal for the success of a business.

21 State Department of Licensing and City of Vancouver data
22 5-year American Community Survey Estimates by the US Census Bureau
23 State Department of Licensing, City of Vancouver data

Goal: ~~To increase the number of living wage jobs, the City will work with partner agencies to recruit five new businesses by 2029.~~Establish pathways to accessible quality jobs and reduce barriers to economic opportunity.

EO.PM.4 Number of living wage jobs in Vancouver

Living wage is considered the minimum employment earnings necessary to meet a family's basic needs while maintaining self-sufficiency.24

Why it matters

So that all working people and their families can afford basic necessities, ~~without governmental assistance.~~ developing a supportive and collaborative community with a shared interest and strong commitment to uplifting people.

Goal: ~~To s~~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~~.

EO.PM.5 Alignment of City redevelopment projects with equitable development goals and outcomes~~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.25~~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.

Why it matters

~~EIA determines how t~~The City's Equitable ~~d~~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. ~~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~~.

~~Goal: To support business retention efforts during large-scale construction projects such as Main Street Streetscape, Interstate Bridge Replacement, and other projects.~~

~~EO.PM.6 Percentage of businesses that are open at the start of the project through completion, relative to typical business closure rates~~

~~The percentages that stay open and maintain their business during the duration and completion of long-term construction projects.26~~

Why it matters

~~Supporting existing business to reduce the disruption to their operations due to City infrastructure projects demonstrates the importance of local businesses to our community. City staff stewardship will protect the best interests of our residents and businesses.~~

Formatted: Font: 12 pt

Formatted: Font: 12 pt, Not Bold

Formatted: Font: DaxCompactPro-Bold, Font color: Background 1

Formatted: Font: 12 pt, Not Bold

Formatted: Font: DaxCompactPro-Bold, Font color: Background 1

Formatted: Font: 12 pt, Not Bold

Formatted: Font: DaxCompactPro-Bold, Font color: Background 1

Formatted: Font: 12 pt, Not Bold

24 Census data and Massachusetts Institute of Technology's Living Wage Calculator
25 Completed EDIA's for development projects
26 Business License data, Washington Secretary of State Office and City of Vancouver Financial Services

Goal: Support Visit Vancouver's Destination Master Plan implementation to increase visitation and local placemaking efforts.

EQ.PM.7 Engagement by visitors and locals

The number of visits to downtown based on hotel utilization, community events hosted, and other tourism-based revenues.27

Why it matters

Expanding events and cultural facilities creates a community for residents and visitors to enjoy and adds resources and revenue that benefits everyone.

Goal: To achieve successful placements in apprenticeship programs and sustainable employment outcomes for individuals experiencing homelessness, the City will implement and manage a pre-apprenticeship program.

EQ.PM.8 Program enrollment rate

The number or percentage of eligible individuals experiencing homelessness who enroll in the pre-apprenticeship program.28

Why it matters

Enrollment rate reflects the program's ability to attract/serve the target population.

EQ.PM.9 Completion rate

Percentage of participants who successfully complete the program.29

Why it matters

Assesses the program's effectiveness and ability to retain participants.

EQ.PM.10 Apprenticeship placement rate

Percentage of graduates who secure placements in apprenticeship programs.30

Why it matters

Transitions to apprenticeships increases education/training, likelihood of long-term career opportunities, and potential earning power.

27JLARC reporting, STR reports (hotel utilization demand), lodging tax and sales tax revenues.
28,29,30 Program data collection

EO.PM.11 Employment rate

Percentage of program participants who secure sustainable employment, whether through apprenticeships or other stable employment opportunities.[31]

Why it matters

Reflects the program's effectiveness in facilitating job placement and long-term economic stability for participants. Effective worker training and job placement for participants also increases the trained workforce available to existing and prospective employers/businesses.

EO.PM.12 Participant income growth

Average income growth among participants and graduates over time.[32]

Why it matters

Assesses the impact of the program in providing supportive employment services/training and improving/increasing participants' earning potential and long-term financial well-being. Greater earning potential leads to greater self- sufficiency for participants.

External Factors and Emerging Issues

- How might we ensure that all residents experience economic mobility?
- How might we maintain a resilient economy by supporting small businesses and skilled workforce that provides equitable opportunities for people and businesses?

Existing City Plans and Initiatives Related to Economic Opportunity

- Our Vancouver - Comprehensive Plan 2045
- Columbia River Economic Development Council 5 Year Regional Economic Development Plan
- 2019-2023 Consolidated Housing and Community Development Plan

31 Program data collection, participant surveys/exit interviews, employment partner surveys
32 Program data collection, participant surveys/interviews, HMIS



Housing and Human Needs

Strategic Outcomes - What are we trying to achieve?

Vancouver meets basic needs and partners with organizations to support its communities. All communities have access to safe and affordable housing, healthcare, food, transportation, education, and dependable access to utilities.

Community Indicators

HH.CI.1 Point-in-Time Count
HH.CI.2 Housing Affordability
HH.CI.3 Rental Affordability
HH.CI.4 Children in Poverty HH.CI.5
Healthy Food Insecurity HH.CI.6
People Living in Poverty

Performance Measures

HH.PM.1 Unsheltered Individuals
HH.PM.2 Occupancy Rate HH.PM.3
Exit Destinations
HH.PM.4 Diversity of Housing Stock HH.PM.5
Number of New Housing Units HH.PM.6 Rental
Assistance
HH.PM.7 Annual Utility Rate Adjustments
HH.PM.8 Annual SDC Adjustments HH.PM.9
Reduce City Multiplier HH.PM.10 Utility
Service Restoration HH.PM.11 Broadband
Internet Access HH.PM.12 ~~Homeless Service Provider~~Community Court

Core Values

Livability

Equity & Inclusion

Long-Term Community Indicators

HH.CI.1 Point-in-time count of individuals experiencing homelessness

A countywide count of people experiencing homelessness held during one day in January each year. Data includes the race/ethnicity and age of individuals living unsheltered, individuals living in shelters, and inidividuals in transitional housing programs.33

Why it matters

Homelessness and the many factors (shortage in shelter, affordable housing, inequity in employment/housing/education, generational poverty, untreated mental health, and substance use) that contribute to it are a priority concern based on community survey results.

HH.CI.2 Housing affordability

The Housing Affordability Index (HAI) measures whether a typical family earns enough income to qualify for a mortgage loan on a typical home. A value of 100 means that a family with the median income has exactly enough income to qualify for a mortgage on a median-priced home. For example, a composite HAI of 120 means a family earning the median family income has 120% of the income necessary to qualify for a conventional loan covering 80 percent of a median-priced existing single-family home.34

Why it matters

Median home values are often tracked as an indicator of the wealth of a community. Many municipalities are funded through property tax, which is closely tied to home values. Households that are cost-burdened, characterized as spending 30% or more of household income on housing, are more likely to experience marital dissatisfaction and are less likely to spend money on child enrichment, healthcare, and food. Lack of access to affordable housing can increase commute times (leading to lower quality of life) and higher rates of eviction. Typically, a household's second-largest expenditure, transportation costs, are largely a function of the characteristics of the neighborhood in which a household chooses to live. Opposing trends are at work on housing affordability: lower mortgage costs, lower home values and the health of the market economy all contribute to a higher score.

HH.CI.3 Rental affordability

Renter households spending more than 30% of their income on housing costs and utilities are cost burdened; those spending more than half of their income are severely cost burdened.35

Why it matters

If rental housing is not affordable, people are at risk of becoming homeless.

33 Council for the Homeless, Homeless Management Information System5 Department of Commerce, US Census data – American Community Survey

34 Federal Reserve Economic Data (FRED)

35 HUD Comprehensive Housing Affordability Strategy data

HH.CI.4 Children in poverty

The number of children under 18 living below the federally defined poverty line, expressed as a percentage of all children under 18. Disaggregated by race/ethnicity, special education, English language learners, and low-income.36

Why it matters

Childhood poverty is strongly and negatively correlated with children's mental, emotional, and behavioral health and long-term life chances. Children in low socioeconomic status households are less likely to graduate from high school and more likely to experience developmental and academic difficulties.

HH.CI.5 Percentage of residents who are healthy food insecure

Food insecurity is defined by the United States Department of Agriculture as the lack of access, at times, to enough food for an active, healthy life. Disaggregated by race/ethnicity and age.37

Why it matters

Food insecurity is associated with numerous adverse social and health outcomes and is increasingly considered a critical public health issue. Key drivers of food insecurity include unemployment, poverty, and income shocks, which can prevent adequate access to food.

HH.CI.6 People living in poverty

The number of people who are earning less than the federal poverty limit.38

Why it matters

Poverty is associated with a host of health risks and housing instability. Reducing poverty helps build a stronger middle class and helps grow the economy.

36 US Census Bureau
37 Feeding America's Mind the Meal Gap
38 US Census Bureau

6-Year Priority Performance Measures

Goal: To meet basic needs of individuals experiencing unsheltered homelessness, reduce barriers to accessing existing services, and reduce the number of individuals living unsheltered in our community, the City will increase shelter capacity by establishing additional Safe Stay Communities and Safe Parking options and partner with community organizations/nonprofits to operate sites.

HH.PM.1 Unsheltered individuals

Number of individuals living without shelter and/or on public right-of-way within the city.39

Why it matters

Adequate shelter plays a vital role in promoting and maintaining physical and mental health. It reduces exposure to the elements/harsh weather conditions, can prevent illnesses or injuries related to the experience of homelessness, provides dignity and privacy, and facilitates regular access to healthcare and other support services. Having safe and stable shelter creates a foundation for stability, which affords individuals greater mental and physical capacity to improve their lives and transition to a more permanent housing situation, obtain employment and/or participate in education or work training programs, and build community/support networks necessary for long-term stability.

HH.PM.2 Occupancy rate

Percentage of beds/units/parking spaces that are occupied at any given time.40

Why it matters

Reflects the demand, need and/or desire for and utilization of Safe Stay/Safe Parking sites.

HH.PM.3 Exit destinations

Where individuals go after leaving the Safe Stay/Safe Parking sites.41

Why it matters

Tracking the exit destination (permanent housing, transitional housing, other shelter, family reunification, unsheltered homelessness, etc.) is reflective of the effectiveness/success of the program at facilitating pathways out of homelessness.

39 HMIS, annual PIT Count, HART
40 HMIS
41 HMIS, HART

Goal: To increase options for housing citywide, the City will propose and adopt revisions to its land use regulations (VMC Title 20) to allow a variety of housing types and sizes in low-density residential and other zoning districts and reduce or eliminate regulatory or procedural barriers to housing production when possible.

HH.PM.4 Diversity of citywide housing stock by type and size

The share of new and existing citywide housing units that are detached single family homes, duplexes and townhomes, apartments, mobile homes, accessory dwelling units, and income- restricted units. Within these categories, the number of bedrooms will also be tracked.42

Why it matters

A diverse range of housing types and sizes are needed to accommodate the diversity of local household types, sizes, and income levels.

Goal: To meet new demand and close the deficit within 10 years, Vancouver must increase annual housing production to at least 2,500 new housing units, including 750 new housing units per year that are affordable to households earning 80% or less of the area median income.

HH.PM.5 Number of new housing units constructed (overall and affordable)

Number of closed new construction permits – permitted new construction units receiving final approved inspection~~units that receive an occupancy permit~~.43

Why it matters

When demand for housing is high and supply is low, housing prices increase. When there is adequate housing supply or lower demand, the price will fall.

Goal: Prevent homelessness and provide housing stability for households with low incomes by temporarily assisting with housing costs.

HH.PM.6 Number of households stabilized in housing with rental assistance and/or other housing services

Households receiving rental assistance maintain their housing and do not become homeless.44

Why it matters

Rental assistance provides a safety net for people who are struggling to make ends meet and helps them maintain a decent standard of living. Housing stability is important for employment, school, social supports, and mental and physical health.

42 County GIS analysis, City permit tracking
43 Multifamily Development Dashboard and Affordable Housing Fund database
44 HMIS

Goal: To protect Vancouver's water resources and ensure affordable access to water utilities, the City will implement a water resiliency framework with a financially sustainable rate approach.

HH.PM.7 Annual utility rate adjustments

The change in rates charged to customers for water utilities.45

Why it matters

Adequate utility rates ensure that a system to protect water resources can be maintained and that all customers can afford to access this vital resource.

HH.PM.8 Annual System Development Charge (SDC) adjustments

The change in rates charged to developers when connecting to City water or sewer.46

Why it matters

Adequate SDCs ensure that a system to protect water resources can be maintained and that the development community pays its fair share.

HH.PM.9 Reduce inside/outside city multiplier

Reduce the multiplier that the City charges water and sewer customers outside the city limits from 1.5 to 1.25 over a 15-year period.47

Why it matters

An appropriate multiplier creates rate equity among customers and helps reduce risk for the City.

Goal: To ensure dependable utility services, the City will restore drinking water utility services within six hours of disruption and sewer utility services within eight hours of disruption.

HH.PM.10 Average time to restore utility services after disruption

The total time in hours from loss of service to restoration of services to City utility customers, whether planned or unplanned.48

Why it matters

Access to clean, safe, and affordable water and sewer services is a foundation of public health and community vitality. Reliable utilities are key to building trust with customers. Being prepared to restore unexpected utility interruptions and communicating about planned interruptions is key to ensuring access to services and garnering public trust.

45 Utility Billing System: Infor
46,47 Infor
48 INFOR database, City GIS analysis

HH.PM.11 Percentage of residents accessing high-speed broadband Internet in their home

Percentage of the population with access to download speeds greater than 25 Mbps at home (as of 2014).49

Why it matters

Internet access has a huge impact on businesses, allowing employees to work remotely from home and communicate more efficiently. Healthcare is another field greatly affected by the advent of the Internet. Improvements in online connectivity and communication technology allow physicians much greater access to medical resources. Government organizations use the Internet to improve organization and communication, and voters can go online to gain more information about current issues.

Goal: The City will offer a Community Court to increase contact between homeless service providers and individuals accused of quality-of-life offenses. Vancouver is working to break barriers that have historically prevented individuals experiencing unsheltered homelessness from obtaining permanent jobs and housing while reducing quality-of-life offenses, supporting victims, and improving public trust in the justice system.

HH.PM.12 Number of contacts between homeless service providers and individuals accused of quality-of-life offenses

The count of contacts (referrals in which recommended assistance has been completed) made between homeless service providers and individuals accused of a quality-of-life offense who opt to participate in a case plan offered through Community Court as an alternative to the traditional court docket at the District Court. A contact is counted once for each individual. Further detail may be obtained regarding the issues addressed during contact: identification, housing, substance use, mental health.50

Why it matters

Individuals experiencing unsheltered homelessness face a wide variety of barriers that stand in the way of obtaining permanent jobs and housing. Contacts with homeless service providers have been proven to assist in breaking down barriers to obtaining services such as housing, healthcare, insurance, behavioral health treatment, trauma therapy, personal identification/licensing services, and supplemental security income (SSI)/disability income.

49 National Broadband Map

50 Vancouver's Criminal Case Management System, Clark County District Court AIMs System, Volunteer Lawyers

External Factors and Emerging Issues

- How might we increase equitably distributed options for household availability in all parts of Vancouver?
- How might we leverage both prevention and service delivery to reduce the number of people experiencing homelessness?
- How might we proactively create conditions that result in optimal physical, mental, and behavioral health, and ensure access to health services is available to all Vancouver residents?
- How might we ensure race, ethnicity, gender, age, sexual orientation, education, geographic location, and income level do not pre-determine whether individuals are able to achieve better health?

Existing City Plans and Initiatives Related to Housing and Human Needs

- Housing Action Plan
- 2019-2023 Consolidated Housing and Community Development Plan



Vibrant and Distinct Neighborhoods

Strategic Outcomes - What are we trying to achieve?

Vancouver offers a variety of accessible places and spaces to interact and enjoy nature, art, culture, food, shopping, and community. Neighbors care for each other and show up in times of need.

Community Indicators

- VDN.CI.1 Neighborhood Cohesion VDN.CI.2
- Diversity of Businesses VDN.CI.3 Business
- Districts Assessment

Performance Measures

- VDN.PM.1 Existence of Key Businesses
- VDN.PM.2 Proximity to Services
- VDN.PM.3 Active Neighborhood Associations

Core Values

Livability

Equity & Inclusion

Trust & Relationships

Long-Term Community Indicators

VDN.CI.1 Neighborhood cohesion

Percent of adults who report a sense of high social cohesion (trust and feeling connected) in their neighborhoods.51

Why it matters

A cohesive society is one where people are protected against life risks, trust their neighbors and the institutions of the state, and can work towards a better future for themselves and their families. Social cohesion, built on social inclusion, social capital, and social mobility, is the glue that holds society together.

VDN.CI.2 Diversity of businesses in neighborhood districts

An assessment of local businesses within a neighborhood district considering sector, ownership, and size as determined by number of employees.52

Why it matters

Having a diversity of businesses may help contribute to a healthy and resilient local neighborhood economy. Understanding the types of businesses and any disparities may provide information for improving equity and diversity.

VDN.CI.3 Resident assessment of neighborhood business districts

Resident satisfaction with the mix of businesses in their neighborhood business district.53

Why it matters

Residents are more likely to support businesses in their neighborhood business district if they have a positive perception of the business mix in their district. How residents feel about their business district is important because a poor perception of neighborhood business districts will cause residents to spend their money elsewhere and support businesses outside of their area. Conversely, positive perceptions of neighborhood business districts will encourage local business support and promote entrepreneurship and business startups in the neighborhood.

51 Community survey
52 US Census Data, Annual Business Survey
53 Periodic community survey

6-Year Priority Performance Measures

Goal: Invest in neighborhood commercial districts that result in safe, vibrant and accessible communities~~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.~~

VDN.PM.1 Existence of key businesses in neighborhood districts

Key businesses include grocery stores, restaurants, healthcare, recreation and arts/entertainment businesses within a district defined by neighborhood boundaries.54

Why it matters

Key businesses provide important services and improve residents' perceptions of the business mix in their district. Key businesses reduce the need to spend money elsewhere and encourage the development of neighborhood business districts.

Goal: To increase the number of people in Vancouver that have nearby access to supermarkets and full service grocery stores, and commercial and public services and amenities, the City will propose and adopt a Comprehensive Plan, zoning, and other changes to facilitate closer location of interrelated uses by 2028.

VDN.PM.2 Percentage of residents living within ¼ mile of supermarkets or food stores, restaurants, parks, schools or community centers

The share of city residents living within ¼ mile of a supermarket or food store and shares of City residents within 1,500 feet of a park, restaurant, park, school, or community center.55

Why it matters

Proximity to services and amenities increases access and likelihood of use, reduces road system demand, encourages healthy transportation options, and facilitates community identity and reduced social isolation.

54 NAICS, ESRI
55 City GIS analysis

Goal: Maintain active and healthy neighborhood associations. At least 85% of neighborhood associations are considered active.

VDN.PM.3 ~~To maintain active and healthy neighborhood associations~~Percent of neighborhood associations that are considered active

Active status is measured by fulfilling the recognition requirements outlined in Vancouver Municipal Code 2.75 including: adopted by-laws, election of ~~full slate of elected~~ officers~~, following Washington state laws pertaining to open meeting and public disclosure,~~ and holding at least one meeting per year.56

Why it matters

Neighborhood associations provide residents with a forum to address problems, share information, offer opportunities for community input, and to undertake projects to benefit the neighborhood. Recognized neighborhood associations serve as a conduit for communication between the community and the City.

External Factors and Emerging Issues

- How might we create equitable access to parks, trails, open space, and recreational opportunities?
- How might we support more connected communities, strengthening our community well- being and enabling more effective responses and recoveries tied to major events?

Existing City Plans and Initiatives Related to Vibrant and Distinct Neighborhoods

- Culture, Arts & Heritage Plan
- Parks, Recreation and Cultural Services Comprehensive Plan

56 City staff



Culture and Heritage

Strategic Outcomes - What are we trying to achieve?

Vancouver celebrates culture and heritage. Public events, museums, cultural centers, concerts, and exhibits offer opportunities for communities to learn about different cultures and experiences.

Community Indicators

- CH.CI.1 Arts-Related Businesses
- CH.CI.2 Economic Impact CH.CI.3
- Creative Vitality Index

Performance Measures

- CH.PM.1 Investment in Arts, Culture, and Heritage
- CH.PM.2 Participation in Arts, Culture, and Heritage Experiences
- CH.PM.3 Indirect Investment in Arts, Culture, and Heritage
- CH.PM.4 Geographic Distribution of Arts, Culture, and Heritage Resources

Core Values

Livability

Equity & Inclusion

Long-Term Community Indicators

CH.CI.1 Arts-related businesses

Total number of arts-related businesses and rate per 1,000 residents. Businesses include those in the North American Industry Classification System (NAICS) code 71: art galleries, camera and photographic supply stores, bookstores, performing arts companies, performing arts promoters, independent artists, writers and performers, musical instrument stores, compact disc and record stores, and museums.57

Why it matters

The activities of art-related businesses and cultural and heritage organizations foster cultural and creative vitality. A growing number of arts-related businesses also provides opportunities for individuals to learn and participate in a rich array of arts, culture, and heritage activities. They are also essential to supplying arts and cultural organizations with products and services. Consequently, their number reflects, in part, the strength of the arts sector in a regional economy.

CH.CI.2 Economic impact of arts, culture, and heritage

The portion of community members employed by arts-related businesses as defined by North American Industry Classification System (NAICS) code and the compensation they receive. The value of the goods and services produced in an area related to arts, culture, historic preservation, and heritage.58

Why it matters

The Vancouver community recognizes the educational, recreational, aesthetic, environmental, and economic development value of having a large area replete with public art, preserved landmarked buildings, and beautiful green spaces. This indicator helps measure the economic value of arts, culture, historic preservation, and heritage in our community so that we can make informed decisions about developing a healthy local creative economy and supporting ongoing stewardship, conservation, public access, and interpretation.

CH.CI.3 City of Vancouver's creative vitality index

Developed by the Western States Arts Federation (WESTAF) in partnership with Economic Modeling Specialists Inc. (EMSI), the Creative Vitality Index is a robust and inclusive measure of economic vitality of the arts and art-related activities in a specific geographic region of the United States.59

Why it matters

This measure indicates the relative health of economic elements of the creative economy. It measures annual changes in the economic health of an area by using per capita concentration of creative activities in both the for-profit and non-profit sectors.

57 US Census Data, County Business Patterns
58 Bureau of Economic Analysis, National Endowment for the Arts, US Census Data
59 ArtsWA, WESTAF and EMSI

6-Year Priority Performance Measures

Goal: To provide more equitable access to arts, culture, and heritage experiences across the community, the City will invest resources to support the local creative economy in locations that serve people residing in areas with a high equity index score.

CH.PM.1 City of Vancouver's direct investment in arts, culture, and heritage

Total expenditures on cultural grants; cultural events; public art installation, repair, and site preparation; preservation and interpretation of cultural and historical sites and structures; support to cultural service providers; and City staffing, supplies, and services to support these areas.60

Why it matters

The City provides direct support to the local creative economy through budgeted projects and programs, cultural grants, public art installations and upkeep, site preservations and interpretation, and partnerships.

CH.PM.2 Number of people participating in City-funded or partnered arts, culture, and heritage experiences

Number of attendees, participants and registrants at City-funded arts, culture, and heritage events, locations, and programs, including art events, cultural grant projects, art programming, and rentals of art, cultural, or heritage spaces.61

Why it matters

The number of attendees indicates exposure to and participation in the creative economy, helping ensure that more of the community can benefit from arts, culture, and heritage. This also helps monitor progress toward reducing barriers.

CH.PM.3 Indirect investment in arts, culture, and heritage in Vancouver

Total dollar amount leveraged via cultural grants awarded and via preservation and interpretation of cultural and historical sites and structures, and value of in-kind work provided to support art installation or cultural assets.62

Why it matters

The City's support can spur further investment in the local creative economy for greater overall impact to the community, such as providing a match for cultural grant recipients.

60 City of Vancouver financials; Culture, Arts & Heritage Commission, Clark County Historical Museum, The Historic Trust

61 City staff, staff at Clark County History Muesum, Fort Vancouver National Historic Site, and the Historic Trust, registration software

62 Cultural grant recipient reports, Clark County Historical Museum, The Historic Trust, National Park Service, City staff from PRCS, Public Works, and other departments

Goal: To better understand equitable investment and access to cultural resources, the City will gauge engagement in, and geographic distribution of, arts, culture, and heritage experiences.

CH.PM.4 Geographic distribution of arts, culture, and heritage assets and resources

Mapping of City-owned public art; City-funded culture, arts, and heritage facilities and program locations; events; and interpretive elements.63

Why it matters

Comparing the distribution of assets against participation data helps the City understand where barriers to accessing culture, art, and heritage occur. This in turn enables the City to address these barriers and focus on more equitable access across the city.

External Factors and Emerging Issues

- How might we inclusively honor and preserve Vancouver's unique and diverse history, culture, and traditions?
- How might we ensure the creative industry has equitable access to capacity building and revenue development resources and capital?
- How might we increase the supply of affordable public and private spaces (e.g., housing, work, studio, performance) for our creative industry to survive?

Existing City Plans and Initiatives Related to Culture and Heritage

- Culture, Arts & Heritage Plan
- Parks, Recreation and Cultural Services Comprehensive Plan

63 City Cultural Services and GIS staff



Safe and Prepared Community

Strategic Outcomes - What are we trying to achieve?

Vancouver feels like a safe place to live, work, learn, and play. All communities are free from violence and crime and care for each other in times of need. Communities understand what to do in times of crisis because Vancouver plans for disasters and is ready to adapt to change. All communities have dependable access to utilities and buildings, bridges, and roads are designed to be modern, safe, inclusive, and accessible.

Community Indicators

- SPC.CI.1 Residents' Perception of Safety
- SPC.CI.2 Residents' Perception of Preparedness

Performance Measures

SPC.PM.1 Violent and Property Crime Rate SPC.PM.2 Fire Response Time

SPC.PM.3 Trainings for Disaster Events SPC.PM.4 Community Building Assessment SPC.PM.5 Building Seismic Code

Core Values

Livability | Equity & Inclusion | Trust & Relationships | Innovation | Sustainability & Resiliency

Long-Term Community Indicators

SPC.CI.1 Residents' perception of safety

How residents feel about public safety in their community.64

Why it matters

Perceptions of neighborhood crime are negatively associated with level of physical activity among youth. Poorer perceptions of neighborhood safety are associated with higher levels of depressive symptoms among adults ages 50-74. Perceptions of neighborhood crime have been positively associated with other mental health problems, such as anger, depression, and anxiety, as well as vicarious victimization by exposure to violence in the neighborhood and visual signs of disorder. However, individuals who have a strong connection to their neighbors are less likely to worry about crime, even when living in areas with high levels of disorder.

SPC.CI.2 Residents' perception of community preparedness for disaster

How residents feel about the community's preparedness for a disaster, including individual, family, and neighborhood preparedness.65

Why it matters

Residents are more likely to undertake disaster preparedness if they perceive it to be effective. Government trust can directly increase perceived efficacy and indirectly increase self-efficacy.

64,65 Community survey

6-Year Priority Performance Measures

Goal: To contribute to a safe community, the Vancouver Police Department will continue to foster community relationships and dedicate department resources toward crime response and prevention efforts.

SPC.PM.1 Violent and property crime rate

For state level data, crime rate is defined as the number of reported crimes per 100,000 residents. The violent crime figures include the offenses of murder, forceable sex offenses, robbery, and aggravated assault. The property crime figures include the offenses of burglary, larceny-theft, motor vehicle theft, and arson.66

Why it matters

Violent crime rates correlate positively to poverty levels, income inequality, and residential instability. Research suggests that violent crime rates negatively correlate to the probability of arrest, the probability of imprisonments, level of social capital, and collective efficacy. Relative poverty and local segregation of high-income households from low-income households can exacerbate violent crime. Elevated crime rates correlate to decreased confidence in police and can contribute to weakened relationships between the community and police.

Goal: To ensure fire response times under eight minutes, the City will renovate or construct five fire stations by 2029, and add additional fire response units as needed in high-demand areas, prioritizing locations where response times are longer.

SPC.PM.2 Fire response time

The time elapsed from an emergency call alerting fire and emergency medical services response resources and arrival of emergency services at the site of the emergency.67

Why it matters

A quick response time can save lives, reduce costs associated with damage, and build trust in public services provided the services are equitably available to all areas of the community.

Goal: To increase the opportunities for Vancouver residents to learn about and prepare for a disaster event, the City will provide disaster preparedness training for community partners.

SPC.PM.3 Trainings offered to residents to prepare for a disaster event

Provide quarterly disaster preparedness training opportunities for community partners.68

Why it matters

Community members may not be aware of the sorts of issues a large-scale disaster might introduce into their lives and may not have taken any steps to prepare themselves. A prepared community is more resilient and can help mitigate the adverse effects of an event with preparation, provided they understand what to prepare for.

66 FBI crime statistics
67 CRESA/City of Vancouver Fire Department
68 City staff

Goal: To increase the community's ability to prepare for and recover from a seismic disaster, the City will perform an assessment of anticipated seismic performance of existing buildings (resident, multifamily, commercial, industrial) in the community.

SPC.PM.4 Community building ~~assessment~~inventory

An inventory of the residential, multifamily, commercial, and industrial buildings in Vancouver built prior to 1990 and assessment of their ability to withstand a seismic event.69

Why it matters

Since 1990, the building code has included specifications that address seismic resiliency. Understanding the risk associated with the building inventory prior to 1990 can assist the City in planning for recovery from or mitigation for a seismic event, increasing resiliency and reducing recovery time.

Goal: To prepare the community for a potential seismic event, the City will ensure compliance with all seismic codes for permitted projects, increasing the percentage of buildings that are seismically sound.

SPC.PM.5 Buildings meeting current seismic building codes

The percentage of buildings in the community that meet current codes for residential, multifamily, commercial, industrial, and government and are considered a lower risk.70

Why it matters

Buildings that can withstand a seismic event will save lives and reduce costs associated with the event.

External Factors and Emerging Issues

- How might we engage and inform the community to ensure that public safety services are delivered to a diverse community and vulnerable populations in a safe, timely, and proactive manner given the challenges of significant population growth, racial inequities, and traffic congestion?
- How might we build meaningful community relationships that transform our organizations, foster trust and legitimacy, and increase compliance with laws and regulations?
- How might we strengthen local and regional partnerships to prevent, prepare for, and respond to natural and human-caused hazards?

Existing City Plans and Initiatives Related to Safe and Prepared Community

- City of Vancouver Emergency Operations Plan
- Clark Regional Natural Hazard Mitigation Plan

69 City staff
70 City Permit Center Infor



Climate and Natural Systems

Strategic Outcomes - What are we trying to achieve?

Environmental stewardship and efforts to address climate change ensure that everyone has a sustainable future. We recognize the intrinsic value of the land beyond the economic benefits it provides. Vancouver protects, restores, and cares for the natural environment upon which all living things depend. The health of our natural systems supports the health of all who live, work, and play in our community.

Community Indicators

- CN.CI.1 Greenhouse Gas Emissions
- CN.CI.2 Waste Diversion
- CN.CI.3 Tree Canopy
- CN.CI.4 Parkland Acreage per 1000 Residents

Performance Measures

- CN.PM.1 Proximity to Parks
- CN.PM.2 Business Inspections
- ~~CN.PM.3 GHG Emissions Inventory~~
- CN.PM.3 Landscapes that support natural systems
- CN.PM.4 GHG Emissions Goals
- ~~CN.PM.5 Parking Demand Program~~
- CN.PM.6 Wastewater Solids Renewal Program
- CN.PM.7 PFAS Regulatory Compliance CN.PM.8 Organic Waste Sent to Landfill

Core Values

Livability | Equity & Inclusion | Innovation | Sustainability & Resiliency

Long-Term Community Indicators

CN.CI.1 Greenhouse gas emissions

Greenhouse gases include carbon dioxide, methane, and nitrous oxide and cause climate change.71

Why it matters

Addressing climate change and the many impacts associated with it begins with decreasing the amount of greenhouse gases emitted. The City Council has adopted a goal of carbon neutrality – achieving net zero greenhouse gas emissions by balancing those emissions so they are equal (or less than) the emissions that get removed through the planet's natural absorption – for both municipal operations and the broader Vancouver community by 2040.

CN.CI.2 Waste diversion

Tons of solid waste diverted to recycling/composting as a ratio of tons of solid waste collected.72

Why it matters

This indicator tracks how much solid waste is collected for recycling or otherwise diverted from disposal each year. Diverting solid waste from a landfill conserves valuable resources, saves energy, reduces greenhouse gas emissions and other harmful environmental pollutants, conserves landfill space, and creates jobs. Greater public outreach can change personal behavior and increase waste diversion.

CN.CI.3 Tree canopy

The percentage of land area covered by tree foliage.73

Why it matters

Tree canopy contributes to air and stormwater quality and minimizes the urban heat island effect. Tree canopy is directly linked to human health and community livability. For maximum benefits, a 40% cover is recommended.

71 Periodic greenhouse gas emission inventory of community and of City operations collected from various sources including, but not limited to, municipal operations, Regional Transportation Council, regional energy providers, Port of Vancouver, C-Tran.
72 City of Vancouver Public Works Solid Waste Contract reporting
73 GIS maps and aerial imaging.

CN.CI.4 Parkland acreage per 1,000 residents

This metric is calculated by dividing the total number of City park acres by the city's population and multiplying the factor by 1,000.74

Why it matters

According to the National Recreation and Park Association, greenspace exposure corresponds with improved physical health, including decreases in stress, blood pressure, heart rate, and risk of chronic disease (cancer, diabetes, cardiovascular heart disease). Children with access to parks and facilities have shown decreased prevalence of obesity compared to children without access. Time spent in nature positively impacts mental health by increasing cognitive performance and well-being and alleviating illnesses such as depression, attention deficit disorders, and ~~Alzheimers~~Alzheimer's. For climate benefits, parks lower ground temperatures with tree canopy, clean water, reduce flooding and contribute to healthier air. Trees and vegetation in parks help reduce air pollution directly by removing pollutants and reducing air temperature. Urban parks can improve the environment, enhance storm water management, reduce traffic noise, and increase biodiversity.

74 City Parks, Recreation and Cultural Services Staff, Census data
75 City GIS analysis

6-Year Priority Performance Measures

Goal: To ensure that residents have opportunities for cooling during times of excessive heat, the Urban Forestry Program will plant trees in parks.

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. The count of trees planted in parks by the Urban Forestry Program.

Geographic Information system (GIS) analysis determines the percentage of residents that meet the standards. The 10-minute walk standard is a recognized national standard that allows for comparison with peer cities.75

Why it matters

Multiple studies show that parks with trees provide a cooling effect during extreme heat events. It is important to ensure that an increasing number of residents have access to these cooling benefits

Goal: To improve water quality and prevent negative effects on habitat and wildlife, the City will inspect businesses annually to ensure pollution prevention best-management practices are properly implemented.

CN.PM.2 Number of businesses inspected annually

Target: Conduct 800 inspections annually.

The count of inspections conducted by City staff each calendar year of businesses in Vancouver that have the potential to generate pollutants to the stormwater system.76

Why it matters

Preventing pollutants from coming into contact with stormwater and entering water resources is the best way to reduce impacts from municipal stormwater and protect receiving waters and drinking water. Site inspections educate businesses on activities that have the potential to release pollutants to water resources and provide guidance on required best practices.

76 City of Vancouver business inspection database (MS4Front Software)

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~~To demonstrate progress towards the Council's overall carbon neutrality goals, City staff will update the greenhouse gas emissions inventory for both municipal operations and the entire Vancouver community~~.

CN.PM.3 Percentage of city-owned landscapes that are designed and managed to achieve natural systems outcomes~~Updated greenhouse gas emissions inventory every four years~~

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.

~~A greenhouse gas inventory is a list of emission sources and the associated emissions quantified using standardized methods~~.77

Why it matters

~~T~~

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.

~~he City shall monitor progress towards its climate goals by conducting regular updates of its greenhouse gas inventory every four years and using the updated greenhouse gas inventory to re-assess the Climate Action Framework~~

~~for opportunities to maximize emission reductions, improve equitable outcomes, evaluate new technologies, leverage new funding opportunities, or achieve other community benefits~~.

Goal: To support the goal of achieving carbon neutrality by 2040 for both municipal operations and the broader Vancouver community, the City will look at further investments and changes to municipal policies to reduce greenhouse gas emissions, especially in the highest impact areas of transportation and buildings, to achieve an 80% reduction in emissions by 2025 for municipal operations and an 80% reduction in emissions by 2030 for the broader community.

CN.PM.4 Interim greenhouse gas emissions goals

Greenhouse gases include carbon dioxide, methane, and nitrous oxide and cause climate change.78

Why it matters

Compliance with this early interim target will ensure that the City is on track to achieve its 2040 carbon neutrality target and that it is demonstrating leadership on climate action for the broader community.

Goal: ~~Develop public and private partnerships within the downtown parking enforcement districts to encourage participation in the parking demand management programs, including but not limited to trip reduction programs, green alternative incentives, etc.~~ Expand parking supply available to the public through agreements with private parking owners to unlock underused parking for commuters, patrons and special events.

Formatted: No Spacing, Left, Indent: Left: 0.5", Right: 0.56", Space Before: 0 pt, Line spacing: single

~~CNTM~~.PM.~~56~~ Number of agreements with private parking owners and increase in parking

utilization by commuters, patrons and special event attendees. ~~businesses and individuals participating in the parking demand program~~

The count of ~~individuals~~agreements between the city and ~~,~~ parking lot owners~~, and businesses~~ in the parking enforcement zone and the associated parking capacity. ~~actively participating in the Parking Services demand management program.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.~~Reducing the reliance of fossil fuel transportation and the number of worker trips will decrease carbon emissions.~~

77 ~~Periodic greenhouse gas emission inventory of community and of City operations collected from various sources including, but not limited to, municipal operations, Regional Transportation Council, regional energy providers, Port of Vancouver, C-Tran~~Grounds maintenance records maintained by city staff

78 Periodic greenhouse gas emission inventory of community and of City operations collected from various sources including, but not limited to, municipal operations, Regional Transportation Council, regional energy providers, Port of Vancouver, C-Tran

79 Business commitments, MOUs, and individual enrollment data.

Goal: The City aims to develop a 50% design plan by the end of 2028 to guide the ~~To plan for~~ sustainable and cost-effective management of wastewater solids. ~~to address climate change impacts by recovering treatment system biogas for energy recovery, and biosolids residuals for beneficial soil amendment, Public Works Wastewater Services will develop a 50% design plan by the end of 2028 that identifies needed~~ The plan will focus on identifying the facilities, ~~and~~ technologies, funding strategies, and community partnerships needed to reuse biosolids as beneficial soil amendments and potentially recover biogas for energy production. ~~maximizes resource recovery of wastewater solids in a~~ This effort will ensure safe, environmentally responsible resource recovery and will align ~~sound, and cost-effective manner. The planning effort incorporates synergies~~ with the City's Climate Action Framework, Long Range Planning, Solid Waste Program and input from community stakeholders.

CN.PM.6 Wastewater solids renewal program plan

~~Progress and d~~Development of a proposed plan that identifies the facilities, technologies, funding strategies and community partnerships to maximize resource recovery. The modeled quantity of biogas and beneficial solids available for capture and beneficial use.80

Why it matters

~~As the~~The current ~~solids~~ system for managing solids collected through the sewer has a remaining useful life of eight to ten years, the solids renewal program plan pursues a more sustainable and beneficial direction for wastewater solids management that aligns with the City's Climate Action Framework, Comprehensive Plan while providing for safe, clean and environmentally sound facilities.

Goal: To ensure Vancouver's drinking water is safe for the community, the public works department will monitor PFAS concentrations and invest in ~~treatment systems~~ mitigation that reduces PFAS in drinking water. ~~in order to meet federal drinking water regulations and reduce the concentration of PFAS in drinking water by the end of 2028.~~

CN.PM.7 PFAS drinking water regulatory compliance

The concentration of PFAS in drinking water as defined by federal regulations.81

Why it matters

Per- and polyfluoroalkyl substances (PFAS) have been used around the world in industry and in consumer products such as food packaging, non-stick cookware, waterproof clothing, stain-resistant fabrics, and fire fighting foam. PFAS accumulate in the body over time and have known health impacts. Drinking water is one ~~a~~ known pathway for PFAS to enter the human body. Removal of PFAS from drinking water ~~in order~~ to meet federal drinking water regulations will reduce negative public health impacts.

80 Consultant-based modeling tools to measure solids system attributes (GHG emissions, biogas generation, energy production,

energy usage, local air/water/land/traffic impacts, risk, capital & OM cost, revenue)
81 City of Vancouver Public Works Water Utility sampling

Goal: To reduce per capita waste and support Council's Climate Action Framework, the City will build program capacity to divert wasted edible food to those who need it, increase the processing capacity of the existing collection and transfer system, and adopt an ordinance to require organics collection services in compliance with the Revised Code of Washington (RCW) 43.19A.150.

CN.PM.8 Tons of organic waste sent to landfill

Total tons of organic waste disposed of at landfill as measured in the Solid Waste System Waste Composition Study.82

Why it matters

Diverting food waste, yard debris and other organic materials for composting or other beneficial uses provides a number of benefits, including reducing the amount of waste sent to landfills or incinerators, reducing greenhouse gas emissions from landfills.

External Factors and Emerging Issues

- How might we proactively identify, assess, and manage risks related to the quality, reliability, and access to critical infrastructure given the challenges of an aging infrastructure, greater climate impacts, and population growth?
- How might we improve our approach to facilities and infrastructure management to ensure a high-quality, efficient, and sustainable portfolio that supports both staff and the customer?

Existing City Plans and Initiatives Related to Climate and Natural Systems

- Urban Forestry Plan
- Climate Action Framework
- Comprehensive Solid Waste Management Plan
- Comprehensive Parks, Recreation, Arts & Culture Plan
- Stormwater Management Plan
- Comprehensive Plan

82 5 year state solid waste composition study



High Performing Government

Strategic Outcomes - What are we trying to achieve?

Vancouver's government is reliable, fiscally responsible, equitable, and open to compromise. Decision-making processes are transparent. City leaders have integrity and work with the community to plan for the future.

Community Indicators

- HPG.CI.1 Price of Government
- HPG.CI.2 Resident satisfaction with municipal services
- HPG.CI.3 Municipal Bond Rating

Performance Measures

- HPG.PM.1 Workforce Profile Alignment
- HPG.PM.2 Employee Satisfaction and Engagement
- HPG.PM.3 Female VPD Staff
- HPG.PM.4 Audit Results
- HPG.PM.5 Open Data Hub Datasets
- HPG.PM.6 Legal and Regulatory Training
- HPG.PM.7 Response Rate to Outreach Methods
- HPG.PM.8 Demographic representation of community responses to outreach
- HPG.PM.9 Demographic representation of Boards and Commissions

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Core Values

Equity & Inclusion

Trust & Relationships

Long-Term Community Indicators

HPG.CI.1 Price of government (city services) per capita as % of real median household income

Sum of all taxes, fees, and charges collected by a city or county as a percentage of aggregate personal income. That is, all revenue excluding that which comes from "Other Financing Sources" (long-term debt proceeds, sale of capital assets, transfers from other funds, insurance proceeds) and "Non-Revenues" (cash received for accounting purposes but is not technically revenue).
Disaggregated by race/ethnicity and age.83

Why it matters

This indicator allows a local government to monitor the level of resources available to provide critical services within its jurisdiction and helps inform the price range within which residents and businesses are willing to pay for living in a city with those services.

HPG.CI.2 Resident satisfaction with municipal services

How satisfied residents are with municipal services in their community. Disaggregated by race/ ethnicity, age, income, English language learner, and disability.84

Why it matters

Government services are often compulsory and serve a broad base of customers. Assessing the level of satisfaction with service can provide information about service gaps to certain populations or barriers to adequate service delivery.

HPG.CI.3 Municipal bond rating

Credit rating or assessment of the financial health of the organization as determined by third-party sources.85

Why it matters

Bond ratings convey a sense of confidence and ability of the organization to finance projects to create a vibrant, safe, and diverse community.

83 Revenues: Washington State Auditor's Office, City of Vancouver Budget Office. Personal Income: US Census, total population in City of Vancouver, per capita income.

84 Community survey

85 Moody's and S&P

6-Year Priority Performance Measures

Goal: To ensure that hiring practices, workforce and careers reflect the diversity of the community across the range and depth of the organization, the City will develop a systematic approach for collecting inclusive data regarding demographics within the City's workforce by 2029.

HPG.PM.1 Align City's workforce profile with regional and national demographics

City employee demographics based on race, age and gender.86

Why it matters

Understanding the demographics of the workforce at the City may provide insight to barriers for certain populations that can be actively addressed.

Goal: To be an "Employer of Choice" the City will ~~improve~~ offer services and programs that meet employee~~s' engagement~~needs. Human Resources will survey employees in 2026 to understand if benefits meet their needs and to solicit feedback on what changes may be important.

Additionally, the City will continue to participate in the Northwest Benefits Survey annually and use it to understand how City benefits compare to those provided by other regional employers.

HPG.PM.2 Employee satisfaction and engagement

Formatted: Font color: Background 1

Percent of employees who feel that ~~their ideas and suggestions are valued by department management~~city services and programs meet their needs.87

Why it matters

The City believes that a ~~healthy and happy~~supported and engaged workforce is essential to our community's success. We provide employees with ~~events and resources~~programs and services that are relevant to their needs and support their ability to be a high performing employee. ~~enhance the health and wellness of ourselves and our colleagues and support a balance between the demands of the workplace and our personal lives.~~

Goal: To increase public safety, the Vancouver Police Department will increase the representation of commissioned female recruits to 30% by 2030.

HPG.PM.3 Percentage of commissioned staff in Vancouver Police Department who are female

The percentage of all commissioned staff within the Vancouver Police Department who are female.88

Why it matters

Approximately half of Vancouver's population is female. According to the 30x30 initiative website, women make up only 12% of sworn officers and 3% of police leadership in the U.S. This under-representation of women in policing undermines public safety. Research shows women officers use less force and less excessive force; are named in fewer complaints and lawsuits; are perceived by communities as being more honest and

compassionate; see better outcomes for crime victims, especially in sexual assault cases; and make fewer discretionary arrests.

86 Equal Employment Opportunity data, data collected by City, Workday and community Census data
87 Employee ~~satisfaction~~ engagement survey
88 City of Vancouver Workday - Human Resources Department and Vancouver Police Training Department

Goal: To increase public trust, the City of Vancouver will demonstrate our commitment to fiscal responsibility and transparency by having our annual audits from the Office of the Washington State Auditor completed without findings.

HPG.PM.4 Audit results

Each year, the City receives an audit from the Office of the Washington State Auditor. The City aims for these audits to be free of any findings. Findings are internal control weaknesses that are significant enough to result in material errors, non-compliance, or lack of fiscal accountability.
The independent Office of the Washington State Auditor follows Generally Accepted Auditing Standards and internal procedures to make consistent determinations on materiality regarding our annual Financial Statement, Federal Grant, and Accountability audits.89

Why it matters

City leadership relies on the trust of the citizens to be effective in managing the operations of the City. The assurance provided by a clean audit from an independent body regarding the accuracy of the City's financial statement information and the effectiveness of internal processes to safeguard public resources is a vital tool to help increase trust through transparency.

Goal: To increase transparency and accountability, the City will foster and develop its data governance program including developing an Open Data Hub for publishing City datasets.

HPG.PM.5 Number of high quality datasets available in Open Data Hub

The count of datasets available through the hub. An Open Data Hub is a website location where City datasets are proactively made available to the public. Datasets in this hub have undergone a data governance review to ensure quality, accessibility and confidentiality for pertinent data.90

Why it matters

The ability to share and access data in a timely manner is key to gaining public support and lowering barriers to vital public information.

89 The Office of the Washington State Auditor publicly publishes the results of their Financial, Federal, and Accountability audits on their website. The audit reports for the City of Vancouver as published on the State Auditor's at SAO.wa.gov will be our source for evaluating this performance measure.

90 ArcGIS

Goal: To increase the number of City managers, supervisors and officials who receive necessary training in applicable legal and regulatory topics to 100% by 2025, the City will ensure that employees and officials have access to training and education needed to support their efforts to build a city of the future along the Columbia River through a shared commitment to equity, stewardship, resilience and community safety.

HPG.PM.6 Percent of City managers, supervisors and officials receiving training in applicable legal and regulatory topics

The percent of employees required to receive training who were offered the course and successfully completed it through the Workday Learning module. City managers, supervisors and officials includes City elected officials, volunteers and regular part-time and full-time managers and supervisors that work at the City. Applicable legal and regulatory topics include applicable privacy and transparency laws; municipal powers, authority and corporate governance; and accessibility, human rights, and labor and employment laws.91

Why it matters

Increasing access to pertinent training supports comprehension of legal requirements related to City work. When City managers, supervisors and officials understand the constantly changing legal landscape impacting their jobs, they can better provide increased safety, support climate resiliency, and ensure equity and economic prosperity for Vancouver's residents.

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
HPG.PM.9 Demographic representation of Boards and Commissions
The demographic representation of boards and commissions is in alignment with the City demographics
For each recruitment event, collect appropriate demographic data to track participation
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.

Formatted: Font: Italic

External Factors and Emerging Issues

- How might we address the fact that current data maturity of the organization is individualized?
- How might we foster and model relationships of trust, welcome diverse viewpoints, and confront racism at all levels (personal, cultural, and institutional) in our community and in the City?
- How might we create systems that recognize the ability of underrepresented communities to co-create solutions with local government and with each other?
- How might we achieve more equitable outcomes and deliver services that meet or exceed the expectations of the people we serve?
- How might we continue to meet the needs of a rapidly growing city while managing organizational capacity and ensuring fiscal responsibility?

- How might we attract and retain a talented workforce that sustains a workplace culture of engagement, community focus, and high performance?
- How might we mature the City's data and technology capabilities to provide secure and scalable solutions that enable staff to deliver accessible, modern, and impactful services to all residents?

Existing City Plans and Initiatives Related to High Performing Government

- Diversity Equity and Inclusion Strategic Plan
- Financial Policies
- Water Strategy

91 Workday Learning Module

Next Steps

This plan reflects a foundational vision for the City of Vancouver. It provides a mechanism for the City and community to ensure accountability to the core values and focus areas by assessing and measuring progress against the outlined indicators and measures.

The Strategic Plan will inform future efforts by:

- Connecting the Strategic Plan focus areas to the City budget and investments. City Council will examine budget proposals through the lens of the Strategic Plan to ensure programmatic investments and policies align with the indicators and measures.
- Creating a community dashboard to demonstrate transparency and ensure community members can evaluate progress over time.
- Aligning other City processes, plans, and policies with the overall values embraced within the Strategic Plan.
- Maintaining an ongoing committee to periodically assess progress, provide feedback, and inform decision-making as it relates to implementation of programs and actions connected to the focus areas and aligned with the core values.
- Developing and maintaining communications that support ongoing community engagement and awareness of the Strategic Plan. Sharing opportunities to participate in other planning processes connected to the indicators and measures.

Revision History		
Councilmembers	Date	Revision
		1

Formatted: Normal, Indent: Left: 0.81", No bullets or numbering

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Normal, No bullets or numbering



AN ORDINANCE relating to water, sewer and surface water utility miscellaneous fees and regulations, amending chapters 14.04, 14.08, 14.09, and 14.16 of the Vancouver Municipal Code (VMC); providing for savings, severability and an effective date.

Staff Report: 238-25

To: Mayor and City Council
From: City Manager
Date: December 8, 2025

Subject
Vancouver Municipal Code Title 14 Updates

Key Points

- The City's water, sewer and storm water utilities are governed by Title 14 of the Vancouver Municipal Code (VMC).
- Staff is recommending several changes to Title 14 of the VMC to conform with current laws and regulations, as well as provide consistency with current best practices used in administering the utilities.
- None of the proposed changes affect current utility rates. However, minor changes to a few miscellaneous fees are proposed.
- This ordinance incorporates changes recommended by City Council during the November 10th workshop.

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

Present Situation
The proposed Title 14 VMC updates will address the following key issues:

- Cleaning up definitions
    - Combining all definitions in the definition sections of code VMC 14.04.040 and 14.09.040.
    - Clarifying the definitions for single-family, multifamily and commercial customers.
- Clarifying how leaks and unauthorized usage of water are handled.
- Providing a $2 credit per billing cycle for customers who sign up for electronic billing.
- Updating the costs for non-standard meter reads.
- Updating the System Development Capital Surcharge Program so it follows the procedures of the sewer connection fee installment contracts.
- Updating the document recording fee to $304 per document.
- Clarifying how existing sewer laterals should be properly abandoned if not used.

The proposed ordinance changes and a summary of the proposed changes are attached to this staff report.

Advantage(s)

1. Cleans up definitions for single-family, multifamily and commercial customer.
2. Codifies many current best practices already employed in the administration of the utilities.
3. Aligns Title 14 of the VMC with current regulations and best practices.
4. Adds clarity to some chapters that may have been unclear in the past.

Challenge(s)
None

Budget Impact
None

Prior Council Review

- Presented to Council during a November 10, 2025, workshop.
- City Council Consent Agenda - December 1, 2025.

Action Requested
On Monday, December 8, 2025, upon second reading and a public hearing, finalize and approve the ordinance amending Title 14 of the Vancouver Municipal Code.

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

Attachments:
1. Ordinance
2. VMC 14 Changes Summary

11/17/25
12/08/25

ORDINANCE NO. M-_____

AN ORDINANCE relating to water, sewer and surface water utility miscellaneous fees and regulations, amending chapters 14.04, 14.08, 14.09, and 14.16 of the Vancouver Municipal Code (VMC); providing for savings, severability and an effective date.

WHEREAS, it is in the public interest to amend certain sections of Title 14 VMC to update miscellaneous fees; clarify definitions and intent; maintain consistency; correct inaccuracies; and ensure compliance with current practices; and

WHEREAS, these amendments are made pursuant to the City's police powers to promote and protect the life, health, and safety of the City's citizens and property; and

WHEREAS, following notice to the public pursuant to chapter 42.30 RCW, the City Council on December 1, 2025 conducted a first reading of the proposed ordinance and held a public hearing and second reading concerning the proposed code changes on December 8, 2025.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

SECTION 1. Chapter 14.04 of the Vancouver Municipal Code is amended as follows:

Chapter 14.04
WATER AND SEWER USE – REGULATIONS AND CHARGES*

14.04.010 Water-sewer department created – Appointment of personnel.

There is hereby established a water-sewer department of the city of Vancouver which shall be under the supervision of the director for the purposes hereinafter enumerated. The officers

and other employees of the department shall consist of a superintendent and such officials, clerks, accountants, engineers, laborers and assistants, to be appointed by the city manager, as may be necessary for the efficient administration of the department.

14.04.020 Power and duties of director.

The director shall have full supervision, charge and control of the water-sewer department, and shall make, in addition to the rules and regulations contained in this chapter, such additional written rules and regulations from time to time as they may deem necessary for the efficient administration and regulation of the department.

14.04.022 General Sewer Plan.

A. The city hereby adopts by reference the "City of Vancouver April 2011 General Sewer Plan as amended August 2011" (2011 General Sewer Plan) as its general sewer plan. The 2011 General Sewer Plan is a required comprehensive plan for a system of sewers adopted by the local government entity. The 2011 General Sewer Plan is adopted by ordinance as required by RCW 35.67.030. The Washington State Department of Ecology has approved the 2011 General Sewer Plan as required by RCW 90.48.110, as being in compliance with WAC 173-240-030, 173-240-040, and 173-240-050.

B. At least one copy of the 2011 General Sewer Plan shall be filed in the office of the city clerk for use and examination by the public. The 2011 General Sewer Plan may also be made available for use and examination by the public at the office of the director, and on the city website.

14.04.030 Departmental regulations – Altering.

The following rules and regulations are the effective rules and regulations of the municipal water-sewer department of Vancouver. No officer, employee or agent of the water-sewer department has any authority to waive, alter or amend in any respect the provisions of these

rules and regulations. Changes, amendments or additions may be made at any time by action of the city council. The city council shall have authority to decide any question which may arise and which is not fully settled by any of the provisions of this chapter and its decision in such cases shall be final.

14.04.035 Right of entry to public utility easements.

After January 1, 2013, all new public utility easements required under this title shall provide that the director and other duly authorized employees of the city of Vancouver bearing proper credentials and identification shall be permitted to enter all utility easements located on private properties for the purposes of inspection, observation, measurement, sampling, testing, public information, education and outreach, code enforcement and maintenance in accordance with the provisions of this title.

14.04.040 Definitions.

For the purposes of construing this chapter, the following definitions are made a part thereof:

"Accessory dwelling unit (ADU)" means one or more rooms with private bath and kitchen facilities comprising an independent, self-contained dwelling unit within or attached to a single-family dwelling, or in a detached building on the same lot as the primary dwelling unit. An ADU is distinguishable from a duplex in that, unlike a duplex, it is clearly subordinate to the primary dwelling unit, both in use and appearance. Approved ADUs shall not be subject to separate metering requirements of VMC 14.04.190(I).

"Agent" means any person empowered in writing to act on behalf of the legal owner in matters concerning utility service.

"Average daily attendance (ADA)" means the average number of students attending an elementary or secondary school used for the design of the facility for the purposes of calculating system development charges.

"Building permit" means those permits issued pursuant to Title 17 of the Vancouver Municipal Code, authorizing the customer or their agent to perform work upon their premises.

"Combined sewer" means those sewers which are designed to carry both waste matter permitted by this title to enter the system and surface drainage water.

"Commercial unit" means any building or facility used for any purpose other than dwelling.

"Commercial" means all property zoned or used for nonresidential purposes.

"Consumer" means any person who uses services of the city's utility; provided, that in the case of calculating the pro rata charges for service when one line serves multiple premises owned by multiple customers, it shall mean each single-family unit, or unit of a multifamily residential complex, or each separate business which occupies a commercial or industrial building.

"Customer" means the fee owner of property or premises served by the city's utility through and by the department, provided that the fee owner may designate an agent for purposes managing the customer's account and provided further that a tenant may put service in their own name under the provisions of VMC 14.04.192 through 14.04.195.

"Customer line" means the pipe, valves and fittings leading from the water meter into the premises served.

"Department" means the water/sewer/stormwater division of the department of public works of the city of Vancouver, and the city of Vancouver, acting by and through its water/sewer/stormwater utility, its authorized agents and employees.

"Director" means the director of public works or duly authorized representative.

"Dry industry" means any industry which does not produce industrial waste as defined in VMC 14.12.010.

"Dwelling unit" means one room or a suite of two or more rooms, designed for use by one family or housekeeping unit for living and sleeping purposes, and having one kitchen. Each unit shall provide a complete independent living space for one or more persons, including permanent facilities for living, sleeping, cooking and sanitation.

"Equivalent dwelling unit (EDU)" means any residential or nonresidential use which has been reasonably found by the director to place a demand on the city's sewerage system or water system approximately equal to the demands thereon by a single-family dwelling.

"Expanded service" means any additional use, expanded use or change in use which will cause an additional demand on the water-sewer utility. Such additional demand shall be recognized to include, but shall not be limited to, the following changes in service:

1. Additional water meter;

2. Increased size of existing water meter;

3. Additional number of dwelling units on an existing water meter or sewer lateral;

4. Any change of occupancy or use which would increase the number of equivalent dwelling units connected or to be connected to an existing water meter or sewer lateral;

5. Expansion of an existing use where the system development charge is independent of the meter equivalent size.

"Fast food restaurant" means a restaurant in which the majority of items sold are served on paper or other nonwashable materials.

"Fee owner" means the owner of record, as shown by the records of Clark County. (See also "customer.")

"Final acceptance" means the acceptance of civil improvements by the city of Vancouver upon completion of all required development conditions, document submittals, and final inspections of all civil improvements installed as part of a project. Final acceptance shall be documented by signature of the director or designee on the final acceptance letter. Once final acceptance is issued the city of Vancouver will assume operation and maintenance of said civil improvements.

"Full-time equivalent (FTE)" means the equivalent number of full-time students attending a post-secondary school such as a trade school, college or university for the purposes of calculating system development charges.

"Industrial unit" means any building or facility other than a single-family dwelling, multiple-family dwelling, or hotel which discharges or is expected to discharge to the sanitary sewerage system a flow containing a total of more than 50 pounds of suspended solids and Biochemical Oxygen Demand in any one day.

"Industrial user" means any person that does not qualify as a domestic user and is a source, or potential source, or indirect discharge.

"Industrial waste" means any liquid, solid or gaseous material or combination thereof resulting from any process of industry, manufacturing, commercial, food processing, business, agriculture, trade or research, including, but not limited to, development, recovering, or processing of natural resources and leachate from landfill or other disposal site.

"Irrigation meter" means a water meter used exclusively for irrigation of landscaped areas.

"Latecomer fee," for purposes of VMC 14.04.285, means a charge collected by the city, whether separately stated or as part of a connection fee for providing access to a city system, against a real property owner who connects to or uses a water or sewer facility subject to a reimbursement contract created under RCW 35.91.020 as implemented by VMC 14.04.285.

"Main line fee" means reimbursement to the city paid by new customers under the terms of VMC 14.04.280 for the costs of city-extended water and/or sewer mains.

"Meter equivalent size (MES)" means the hydraulic equivalency of any meter related to a 5/8" by 3/4" meter. By definition a 5/8" by 3/4" meter has an MES of 1.0.

Meter Size	Meter Equivalent Size (MES)
5/8 " x 3/4"	1.0
1"	2.5
1-1/2"	5.0
2"	8.0
3"	15.0
4"	25.0

Meter Size	Meter Equivalent Size (MES)
6"	50.0
8"	80.0
10"	144.0
12"	231.0

"Mobile home" means any unit used or designed to be used for living or sleeping purposes or both, and which is designed to be equipped with wheels for the purpose of transporting the unit.

"Mobile home park" means a commercial enterprise in which rented or leased space, area, and/or buildings are designed, equipped or maintained for the harboring, parking or storing of two or more trailer coaches, or vehicles which haul such trailer coaches, or motor homes being used as living and/or sleeping quarters for humans; provided, two or more mobile homes located on a single parcel, allowed under a variance, conditional use or nonconforming use, shall be considered as single-family dwellings.

"Monthly base charge" means the minimum charge for water/sewer service as established by this chapter or as hereafter amended.

"Municipality," for purposes of VMC 14.04.285, means the governing body of any county, city, town, or drainage district.

"Multiple family (multifamily) dwelling" means a building or portion of building ~~thereof~~ designed or used as a residence ~~by two or more families~~ and containing two or more dwelling units sharing a water meter. ~~This also includes ADUs that share water and sewer service from service connections for the primary residence.~~ This definition is for water and sewer regulations and charges only.

"Noncontact cooling water" means a separate water system exclusively for temperature conditioning that remains in a closed system from the water meter to the point of discharge into a storm sewer or dry well.

"Nonprofit shelter" means a facility operated by a nonprofit organization that provides clients with on-site food, beds or shelter for free or at significantly below market rates.

"Significant industrial user" means any industrial user of the public sewer system who:

1. Has a discharge flow of 25,000 gallons or more per average workday; or

2. Has a concentration of biochemical oxygen demand (BOD) and suspended solids (SS) in excess of 300 milligrams per liter per average workday; or

3. Is found by the city, State Department of Ecology, or U.S. Environmental Protection Agency to have significant impact on the waste system's effluent quality.

"Person" means any individual, firm, company, partnership, association, society, corporation or group.

"Premises" means a continuous tract of land, building or groups of adjacent buildings under a single ownership or control with respect to water or sewer service and responsibility for payment therefor. Subdivisions of such use or responsibility shall constitute a division into separate premises as defined here.

"Public sewer" means a sewer constructed for conveyance of liquid wastes and which is located in a public right-of-way, street, alley or easement and is controlled by the city or other public authority. The public sewer does not include sewer laterals serving individual buildings, properties or premises.

"Reimbursement contract," for purposes of VMC 14.04.285, means a contract entered into under RCW 35.91.020 as implemented by VMC 14.04.285 which provides for the pro rata reimbursement to an owner of real estate or the owner's assigns within a period of 20 years for a portion of the costs of the water or sewer facilities improved or constructed by the owner from latecomer fees received by the city from property owners who subsequently connect to or use the water or sewer facilities, but who did not contribute to the original cost of the facilities.

"Right-of-way use permit" means any permit required by any public agency authorizing the customer or their agent to perform work within public rights-of-way. For the purpose of this

title, the term "right-of-way use permit" includes, but is not limited to, street-cut permit, sidewalk permit, driveway permit, curb permit, utility permit.

"Sanitary sewer" means those sewers used to collect and transport only domestic, commercial or industrial waterborne wastes permitted to be discharged thereto by this title.

"Service line" means the pipe, fittings and water meter connecting the main to the customer's meter.

"Sewer lateral" means the pipe and fittings necessary for connecting the customer's building sewer to the public sewer main.

"Sewer system" means the system of conduits, pipes, pumps, treatment facilities and structures used for the purpose of conveying from their source, treating in any manner, and conveying to final points of disposal all wastes of any nature permitted by this title.

"Single-family dwelling" means ~~a building designed or used for residence purposes by not more than one family and containing one dwelling unit only, including mobile homes when not located in a mobile home park and including condominium units subject to fee simple ownership, and excluding multiple-family dwellings, apartments and motels. This also includes ADUs that take water and sewer service from service connections separate from the primary residence.~~ any dwelling unit individually metered. This definition is for water and sewer regulations and charges only.

"Storm sewer" means those sewers used to collect and transport stormwater runoff, surface drainage, or other water which may be permitted under this title.

"System development charge (SDC)" means that connection fee charged so that the property upon which it is imposed will pay its equitable share of the costs of water-sewer system facilities which are system-wide in nature and are not site-specific needs, including such property's equitable share of the amount required to upgrade such system to meet the demands imposed by the development.

"Utility" means the water/sewer/stormwater utility consisting of the water/sewer/stormwater division of the city department of public works and the utility administration division of the city department of public works, or successor department or division which is charged with the furnishing of water and sewer service within the city of Vancouver's water and sewer and stormwater service areas.

"Water main" means the pipe laid in a public right-of-way, street, alley, or easement owned by the city, and used or intended for the distribution of water to customers through service lines, and may also be referred to as "main."

"Water meter" means any device used for the measurement of water delivered to an individual location, customer or user.

"Water or sewer facilities," for purposes of VMC 14.04.285, means storm, sanitary, or combination sewers, pumping stations, and disposal plants, water mains, hydrants, reservoirs, or appurtenances.

"Water system" means the system of conduits, pumps, treatment facilities, and structures used for the purpose of production and conveying potable water from their source, treating in any manner, and conveying to users in the city and adjacent areas.

"Wet industry" means any industry which generates industrial wastes in addition to domestic wastes.

14.04.060 Deposit of moneys.

All charges, deposits, late fees, penalties and other moneys of whatever kind accruing to the benefit of the department shall be paid to the city of Vancouver through the director of financial and management services, or their designee, and by them deposited to the credit of the water-sewer fund.

14.04.070 Information on charges or delinquent accounts.

The city shall upon request of any interested person give information as to whether any water service lien or other charge is outstanding against any given piece of property.

14.04.080 Inspection and approval.

All work done under a permit issued pursuant to this chapter shall be subject to the inspection by the director or designee, and the work shall not be deemed completed until it has been inspected and approved as satisfactory.

14.04.090 Charges for water meter and service line installation.

If any street or alley is to be improved, the service lines to all adjacent tracts, lots or parcels of land, either vacant or occupied, shall be installed prior to such improvement at the property owner's expense.

A. Effective January 1, 2024, rates for meter and service installation shall be as follows:

Meter/Service Diameter	Meter and Service	Service Only	Meter Only
5/8 x 3/4 with 1" service	$4,735.00	$4,600.00	$135.00
1 inch	$4,780.00	$4,600.00	$180.00
1-1/2 inch with 2" service	$8,150.00	$7,700.00	$450.00
2 inches	$8,160.00	$7,700.00	$460.00
3 inches	Note 1	Note 1	$1,300.00
4 inches	Note 1	Note 1	$1,400.00
6 inches	Note 1	Note 1	$2,200.00
8 inches	Note 1	Note 1	$2,800.00

Meter/Service Diameter	Meter and Service	Service Only	Meter Only
10 inches	Note 1	Note 1	$3,800.00
12 inches	Note 1	Note 1	$4,700.00

Note 1. The city does not install service larger than two inches. For larger services the customer is responsible for submitting drawings for city approval and for installation of the service.

B. *Meter and Service Relocates.* Effective January 1, 2024, rates for relocation of water service shall be as follows:

Service relocates 10 feet and less	$1,100.00
Service relocates over 10 feet	New service rate, subsection A of this section
Meter box raise (in dirt)	$500.00
Meter box raise (in concrete)	$1,200.00
Raise yoke fee	$900.00
One-inch yoke replacement fee	$1,200.00

The city does not perform half-street restoration work. If the service installation or relocation requires half-street restoration, the applicant shall hire a contractor approved by the city to work within the right-of-way, obtain a right-of-way permit, and complete all work themselves (including service installation or relocation). The service installation or relocation and the half-street restoration work must be complete prior to the city setting the water meter.

C. Effective January 1, 2023, and January 1st of each year thereafter, the fees set by subsections A and B of this section shall be adjusted annually pursuant to the methodology set forth in VMC 3.08.100. The adjusted fee for each rate category shall be rounded to the nearest $5.00. This annual adjustment shall not apply to the "meter only" fees.

14.04.100 Conditions of water and/or sewer service.

A. *Accounts to Be in Name of the Fee Owner.* Effective October 1, 2006, all accounts for water/sewer/stormwater shall be kept in the name of the fee owner of the property or premises served; provided, that:

1. Rental tenants whose accounts are in their own names as of October 1, 2006, may retain their existing accounts in their names until they change service address or their accounts are otherwise terminated;

2. Tenants may put service in their own names pursuant to VMC 14.04.192 through 14.04.195;

3. As provided by RCW 35.21.217, the fee owner may request to have duplicate bills mailed to a tenant, lessee, contract buyer, or agent; provided, that:

a. This shall not relieve the fee owner from liability for charges incurred; and

b. Current contact information for the fee owner and for the tenant, lessee, contract buyer, or agent must be provided to the city, on forms approved by the city, in order for a customer/owner to have bills mailed to a tenant, lessee, or agent; and

c. Duplicate bills mailed to different address shall be assessed a duplicate billing charge, sufficient to recover all costs of processing and mailing; and

4. Nothing in this section shall prevent a tenant from paying a utility charge which has been billed to a fee owner.

B. *Ownership of Lines.* The department shall install, own and maintain all water service lines from the main to and including the meter. Water service lines from the main to and including the meter box may be installed by the customer's contractor, subject to payment of fees, inspection and approval by the city. Customer lines from the meter to the building or premises

shall be installed, owned and maintained by the customer. Insofar as is possible, customer lines leading to such service lines shall be installed so that they will not be under any concrete walk or driveway or other obstruction.

C. *Individual Service Required.* Each service line or sewer lateral shall be connected to only one house or building or a multi-tenant commercial building and for only one consumer insofar as practicable; provided, that the owner of a multifamily building may at their option supply such building from a single connection, in which case the billing provisions of VMC 14.04.190 shall apply. Any meters that are inter-tied within the customer's system shall be combined into one account; separate accounts for inter-tied meters will not be allowed.

D. *Installation on Private Property.* Service lines and meters shall not be installed on private property except where the department finds that service can be afforded in no other practical way, in which case an easement granted to the city shall be secured from the legal owner.

E. *Charge for Installation of Larger Service Line or Relocation of Existing Service Line.* Whenever a customer desires to have a service line changed to a larger size, the customer shall pay all charges and fees applicable for installation of such larger size line and meter. Whenever a customer desires to have an existing service line relocated without a change in size of service the customer shall pay the costs as required in VMC 14.04.090(B). In either case, the work shall be done by the department at the customer's expense as provided in VMC 14.04.090. In all cases, the customer shall pay the costs thereof in advance.

F. *Transferring Customer Line.* Whenever a service line is relaid or changed in position for any reason by the department, the customer shall immediately upon notice and at the customer's own expense transfer the customer line to the newly laid or newly positioned service line.

G. *Customer Responsible for Installation and Maintenance.*

1. The water customer to be served by the department's mains shall install and maintain, at the customer's own expense, all water pipe, fixtures, and plumbing on the customer's premises and shall own and maintain the customer line to the meter.

2. The sewer customer to be served by the department's mains shall install and maintain, at the customer's own expense, the sewer lateral from the premises to the public sewer main and shall own and maintain the sewer lateral from the premises to the public sewer main.

3. The customer or authorized agent shall be responsible for obtaining all building and right-of-way use permits required for work performed either on the premises or within public rights-of-way; provided, that the city may reimburse the customer for the cost of repair of that portion of the sewer lateral within dedicated public right-of-way, if damage to the sewer lateral was the result of deficiencies caused by acts or omissions of the city or third parties hired by the city not acting as agents of the customer, and specifically excluding damage to the sewer lateral resulting from deficiencies caused by acts of God, root intrusion from the customer's trees or any other act or omission of the customer or customer's agent(s) or contractor(s). A claim for such reimbursement shall be submitted to the city within 10 days of the incurrence of such costs and shall meet all of the following criteria:

a. Eligible costs shall include only those actual expenses paid by the customer for any required city permits or to a licensed, bonded contractor.

b. Only that portion of costs for repair work done within the dedicated right-of-way shall be eligible.

c. The customer shall submit copies of the itemized invoices from the contractor. Such invoices shall indicate the type and cause or suspected cause of such damage.

d. The amount of the reimbursement shall not exceed the estimated cost for installation of a new sewer lateral from the public sewer to the property line.

e. All work shall be in conformance with city codes, ordinances and standards, including obtaining all necessary permits, inspections and approvals.

f. The director shall investigate all claims submitted for reimbursement and shall determine the validity of such claims and the amount of reimbursement, if any, which is due the customer.

H. *Specifications for Customer Lines and Sewer Laterals.* All customer lines shall be laid to a depth of two feet below the surface of the ground and shall be equipped with a readily accessible valve for each house or building so that the customer may at any time shut off the entire water supply. Customer lines larger than two inches shall be equipped with an accessible gate valve controlling the full supply on the premises.

All sewer laterals shall be installed in accordance with the department's standard details and with Chapter 17.20 VMC. When a property is connected to public sewer each sewer lateral shall be provided with a cleanout to within six inches of finish grade at the property line, except that when a cleanout is provided at a distance not to exceed 30 feet from the property line, no additional cleanout will be required at the property line.

I. *Installation of Service Lines and Sewer Laterals.* All installations performed within public rights-of-way shall be performed by a licensed contractor acting as the owner's agent. The contractor shall be responsible for obtaining all necessary permits for work within the right-of-way. All installation shall be performed in accordance with the department's standard details.

J. *Liability for Leakage or Stoppage.* Under no condition shall the department be held responsible or liable for any partial or complete stopping of flow, any leakage, or damage to any customer's pipeline, fixtures, sewer lateral, plumbing, premises or contents therein, served by the water/sewer utility.

K. *Approval of New, Relaid Lines.* Approval of all new, relaid or relocated customer lines must be secured from the department before water will be turned into the service.

L. *Temporary Water Use from Hydrants.* Temporary use of water from fire hydrants may be authorized by the director. "Temporary water use from hydrants" is defined as use of water from a fire hydrant where an established service point or permanent water meter is not available. The director shall approve a written policy that will include, but not be limited to, when temporary water use from hydrants will be permitted, the appropriate deposit for the renting of a temporary meter, conditions of forfeiture of water meter deposit, rental fees for the temporary meter, and fees for temporary water use from hydrants. Persons requesting temporary water use from hydrants shall apply for a temporary water use permit on forms prescribed by the city at the city of Vancouver utilities administration offices. Such permits shall be subject to conditions of use set forth therein, and subject to the written policy of the director, including provisions for cross connection control and other measures prescribed by the director to ensure the public safety and health and water conservation. This subsection shall not apply to authorized fire-fighting agencies.

M. *Temporary Service.* Where water service is desired from a permanent service line for a period of less than three years, upon approval of the director, it shall be considered temporary

service, except that permanent buildings or establishments where service is discontinued because of change of occupancy shall not be considered as coming under this regulation.

N. *Tap and Line for Temporary Service.* When a new tap and service line is required for a temporary service, the department shall collect, at the time application is made, an amount covering the estimated installation cost as provided in VMC 14.04.090. The installation cost shall include all labor and material necessary for connection and disconnection and shall not be less than the regular charge for a new service.

O. *Advance Payment for Temporary Service.* In all cases of temporary service, the department shall collect in advance the minimum charge for one month for the size of meter in use and in no case shall the charge be less than this amount. Temporary services shall be billed at the rate applicable to the current use of the premises.

P. *Transfer of Temporary to Permanent Status.* Temporary service may be transferred to permanent service status upon payment of system development charges effective as of the date of transfer to permanent status as assessed by VMC 14.04.235.

Q. *Existing Service Out of Use.* When any existing service line of two inches or less has been out of use for three years or more, the same shall be considered out of service and shall not be used again for water service purposes, unless the department determines that the existing service line is acceptable.

14.04.105 Permit required for plumbing work.

It shall be a violation of this chapter for a plumber or any other person to make connection, installation, replacement, extension or repair to any city water service pipe, or to connect one service pipe with another building, without having first obtained a permit from the department. Upon issuance of a permit to a plumber or other person authorized by the department to do plumbing work, the permittee shall make a report in writing to the department of all connections, attachments and extensions made by the permittee in accordance with the permit within three days after the completion of work.

~~14.04.110 Unauthorized use of water.~~

~~If any person makes or lays or installs any pipe or pipes or connections thereto or makes or breaks any connection to any meter or breaks any seal attached to any meter or seal or reseals any meter with the purpose or intent of obtaining water without paying the just charges for the same, the department shall, upon becoming aware of the fact, have the authority to shut off and stop the entire supply to the premises affected without prejudice to its right to collect any and all charges due for water legally or illegally or properly or improperly obtained or delivered to the premises. Such authority shall include the right to shut off the water supply serving the premises in any public street or right-of-way and charge the costs of labor and materials to such person or customer. If the improper connection is on public property, the department will make the necessary changes, removals or repairs, but if on private property, the owner shall do the work directed immediately upon demand. The customer having had such unauthorized supply shall pay on an estimated basis for the water used for the period during which such unauthorized service may have been obtained. The customer shall also pay all costs for labor and material used in removing the unlawful connections wherever found and in restoring the service line and meter to perfect conditions and all this work must be done and the cost thereof must be paid before service may be restored. Violation of any provisions of this section and failure to pay for all costs incurred shall constitute a violation of this chapter. These penalties shall be in addition to amounts assessed under VMC Title 22.~~

~~14.04.120 Sharing or selling water to another.~~

~~No person shall sell or permit any person or persons to carry water from, or to connect to any water pipe or hose heading from the customer's piping, whether on the same premises or adjoining property unless such person first obtain written permission or approval from the department. Where such use has been made the customer shall discontinue the practice on demand and pay for all charges and use as estimated to be reasonable by the department. Any person so doing shall be guilty of a violation of this chapter.~~

14.04.130 Charges related to water leakage ~~Effect of leakage on bills~~.

When any customer in any given billing period because of a broken water pipe on their premises, has used according to their meter, an amount of water which is more than ~~double~~ 150% the average amount of water which had been used on such premises in similar period in prior years~~,~~, the customer may apply to the city in writing for an adjustment under this section. If the customer reports that ~~there are broken water pipes on~~ a broken water line, leaking plumbing fixture or leaking toilet at their premises has ~~which have~~ caused the high consumption of water and if repairs are verified by inspections by the city, the city shall ~~thereupon~~ reduce the bill in question ~~to the average amount billed to such property for similar periods in the prior previous years plus,~~ for the excess over ~~such average~~ the previous year's usage caused by the ~~such~~ breakage, at a ~~special~~ rate of ~~only~~$0.20 per 100 cubic feet. In cases where repairs are not visible, proof of repairs must be supplied to the department. An account ~~given piece of property~~ shall be entitled to the benefits of this section one time in a ~~12~~36-month period unless it appears that continued waste of water is due to a continued negligent failure to repair. Reductions shall not be permitted for ~~on account of leaking toilets, plumbing fixtures, or~~ unexplained usage or improperly programmed irrigation timers and shall not exceed two ~~bills~~ billing periods.

The department may discontinue service to any premises if the owner, customer or consumer refuses to make repairs necessary to avoid waste of water. If reasonable efforts to contact the customer or consumer at the premises are not successful, and it is observable that water is being lost through leakage, the department at its option may terminate water service and ~~shall~~ post a written notice in a conspicuous location on the premises, documenting the reason for such termination of service.

14.04.140 Unlawful acts.

A. *Trespass.* Any person or persons found trespassing upon the watershed, polluting the water, damaging or attempting to sabotage or destroy any reservoir, tank pump, pump house, pipeline, treatment plant, or any other property of the department shall be guilty of a violation of this chapter.

B. *Cross Connections.* No person shall connect in any manner any fire pump or other apparatus drawing from any other water supply or carrying any foreign liquid or material to any main or pipe connected to the city water system even though such connection may be protected to some extent by check valves or closed gate valves, except in conformity with VMC 14.04.155. Particular attention is called to the danger of pollution from ice machines, compressors, sewage pumps and other apparatus causing pressures higher than those in the system. Any customer having or making any such cross connection shall immediately remove it and pay the department all costs, direct and consequential, incurred because of the connection. The existence of any cross connection, whether open or not, shall be deemed cause to hold the customer solely responsible and liable for any and all expense, claims, or suits and damages, either direct or resultant, that could in any possible manner have been caused by such cross connection.

C. *Authority to Disconnect.* The department shall have the right to shut off the supply of water whenever it is necessary to make repairs, improvements, enforce rules or for any operating reason. In all such cases, reasonable previous notice will be given to consumers, except in emergencies, shut off to prevent damage to plumbing. The department shall be responsible for closing at the meter all service lines which are affected by a shut-down to preclude drainage of water from tanks. The necessary work will be done as rapidly as practicable and whenever feasible, at times which will cause the least inconvenience. The department shall not be held responsible or liable for any direct or resultant damage to any person, company or consumer or to any pipe, fixture or plumbing caused by cessation of supply or reduced or insufficient pressure.

D. *Dangerous Industrial Uses.* Water for steam boilers, gas engines, ice plants or other industrial use involving possible danger will not be furnished by direct pressure from the mains.

E. *Defective Customer Equipment.* The department shall have the right to refuse water service or to discontinue water service without notice at any time to any customer upon finding any apparatus or appliances, the operation of which will be detrimental to the water system or an annoyance to any or all of its customers. Standpipes, hydrants, gate valves or any other apparatus or equipment that causes water-hammer or any danger to the water system or other customer's plumbing shall be immediately repaired or removed upon notice from the department.

F. *Liability for Damage.* The customer shall be responsible for and pay for any damage to meter, meter boxes, seals, curb stops, yokes, pipe, and other appliances belonging to the department caused by any unauthorized use, carelessness or neglect by the customer.

G. *Unauthorized Alteration of Equipment.* The department shall, under all circumstances and conditions, exercise through its authorized employee, full authority and complete jurisdiction over the entire water system. No one other than an authorized employee of the department shall remove, relocate, turn off, turn on, test, regulate, repair, damage, or otherwise molest or alter any meter, curb stop, yoke, valve, or other property of the department. Any person so doing shall be guilty of a violation of this chapter and subject to amounts assessed under VMC Title 22.

H. *Department Access.* The department shall have access to all portions of the premises of the consumer at any reasonable time for inspection of the use of water and the customer's pipe, fixtures, plumbing and any other apparatus, in any manner connected with the city water system. The department shall have the right and option to demand termination of use or to require any repair, change, removal or improvement of any pipe, fixture, plumbing or other apparatus that will in the opinion of its engineer in any manner affect the water supply or water system or the supply or fixtures of other consumers.

I. *Noncompliance.* If any customer fails to comply with any of the rules and regulations in force the department shall give notice of such failure. If the customer does not comply as the rules provide and within reasonable time, the department shall have the right to shut off the water and collect the scheduled charge for restoration of service or to remove the meter and make the same charge for resetting as if the meter were removed at the customer's request. Any person who fails to comply with any of the rules and regulations in force consistent with this chapter shall be guilty of a violation of this chapter.

J. *Tampering with Fire Hydrants.* It shall be a violation of this chapter for any person other than an employee of the department or the city fire department to operate, alter, change, remove, disconnect, connect with, or interfere or attempt to interfere in any manner with any fire hydrant owned or used by the city without first obtaining a permit from the department.

K. *Unlawful to Turn on Water Without Authority or After Shut Off for Nonpayment.* Subject to the provisions contained in VMC 14.04.191 through 14.04.196, if water is shut off for nonpayment and is subsequently turned on by any water customer or other person without authority from

the department and any outstanding bill for prior water service charges remains unpaid, the department may then stop water service by either shutting off the water at the main, by removing the meter, or by any other appropriate method. The charge for stopping water service by any other method and the charge for subsequent restoring of the water service shall be as set forth in this title. All such charges shall be charged to the customer or such other person and when the delinquent customer and/or such other person occupies the premises, water shall not again be furnished to the premises until the charges have been paid. The remedies and charges set forth in this section shall be in addition to and not in lieu of amounts assessed under VMC Title 22.

L. *Unauthorized use of water.* If any person makes or lays or installs any pipe or pipes or connections ~~thereto~~ or makes or breaks any connection to any meter or breaks any seal attached to any meter or seal or reseals any meter with the purpose or intent of obtaining water without paying the just charges for the same, the department is authorized ~~shall forthwith, upon becoming aware of the fact, have the authority~~ to shut off ~~and stop~~ the ~~entire~~ water supply to the premises affected without prejudice to city's ~~its~~ right to collect ~~any and~~ all charges due for water legally or illegally ~~or properly or improperly theretofore~~ obtained or delivered. ~~Such authority shall include the right to shut off the water supply serving the premises in any public street or right-of-way and charge the costs of labor and materials to such person or customer or to both.~~ If the ~~improper~~ unauthorized connection is on public property, the department will make the necessary changes. ~~, removals or repairs, but~~ ~~I~~if the unauthorized connection is on private property, the customer shall do the work directed by the city immediately upon demand. The customer benefitting from the ~~having had such~~ unauthorized supply shall pay on an estimated basis for the water used for the period during which the ~~such~~ unauthorized service was ~~may have been~~ obtained. The department's estimate of charges due is ~~shall be deemed~~ conclusive unless rebutted by the customer by clear and convincing evidence. The customer or person receiving unauthorized use of water shall also pay all costs for labor and material used in removing the unlawful connections wherever found and in restoring the service line and meter to perfect operating condition. ~~s and a~~ All restoration ~~this~~ work must be completed ~~done~~ with ~~and~~ the cost ~~thereof must be~~ paid to the city before service may be restored. Violation of any provisions of this subsection and failure to pay for all costs incurred shall constitute a violation of this title. These costs shall be in addition to amounts under VMC Title 22.

M. *Sharing or selling water to another.* No person shall sell or permit any person or persons to carry water from, or to connect to any water pipe or hose heading from the customer's piping, whether on the same premises or adjoining property unless such person first obtain written permission or approval from the department. Where such use has been made the customer shall discontinue the practice on demand and pay for all charges and use as estimated to be reasonable by the department. Any person so doing shall be guilty of a violation of this chapter.

N. *Access to and Obstruction of Meters, Hydrants, Manholes, and Easements.*

1. No material or obstruction shall be placed on or over the meter box at any time regardless of whether the box is installed on public or private land.

2. No vegetation will be allowed to overgrow a meter box. Vegetation will be trimmed at the department's discretion within an area that is two feet horizontal and five feet vertical of the meter box.

3. No person shall open, enter into, place, or allow anything to be placed in a manhole of the city's sanitary sewer system without written approval from the director.

4. No person shall damage, obstruct or cover a manhole of the city's sanitary sewer system.

5. No person shall plant trees, shrubs, or other plants within a water or sewer easement or obstructing a meter without prior written approval from the director.

6. No person shall place any part of a structure or any permanent equipment within a water or sewer easement or obstructing a meter without prior written approval from the director. Prohibited structures include buildings, houses, decks, garages, tool or storage sheds, swimming pools, walls, and fences. Prohibited permanent equipment includes air conditioning units and heat pumps.

14.04.145 Cause of action for tampering, unauthorized connections and diversion of services.

RCW 80.28.240 is hereby adopted by reference. Pursuant to RCW 35.21.180, an amendment, addition or repeal by the Washington State Legislature of such statute shall be deemed to

amend, add or repeal this subsection without further action of the city. The remedies provided by RCW 80.28.240 and this section shall be in addition to and supplemental to all other remedies set forth in this chapter for tampering, unauthorized connections and diversion of services.

14.04.150 Fluoridation authorized.

The city council of the city of Vancouver hereby authorizes and directs that a source of fluoridation approved by the State Department of Health be added to the city of Vancouver water supply, under the rules and regulations of the Washington State Department of Public Health, such addition to be administered in a manner approved by the State Director of Public Health, and in accordance with the laws of the state of Washington.

14.04.155 Cross Connection Control Program.

A. *Adoption of State Regulations.* Rules and regulations of the Washington State Department of Health regarding public water supplies, entitled "Cross-Connection Control," WAC 246-290-490, as they presently exist and as they may, from time to time, be amended, are hereby adopted and incorporated herein by this reference as if set forth in full.

B. *Adoption of City Cross Connection Control Procedures Manual.* Rules and regulations for cross connection control shall be outlined in a written manual, approved by the director. This manual is hereby adopted and incorporated into the city code by reference, as it presently exists and as it may be periodically amended by the director at the director's discretion.

C. *Backflow Prevention Assemblies to be Installed.* The city reserves the right, as a condition of water service, to require any party seeking water service to install a backflow prevention assembly when the city, or the city's designee, determines a need to protect the city's water system and/or facilities. All backflow prevention assemblies shall be installed and maintained by, and at the expense of, the customer.

D. Pursuant to VMC 14.04.020, the director may promulgate administrative rules and procedures and set fees to have the customer's backflow prevention assembly device tested by

a properly certified independent contractor. The fees for such service may be added to the customer's water utility bill. Such service shall be at the customer's option and shall not preclude the customer from making their own arrangements for testing in accordance with the manual adopted pursuant to subsection B of this section.

14.04.160 Department employee rules.

A. *Office Transactions Only.* All transactions concerning water service and the business of the department shall be made only through the office of the department and no service shall be commenced other than by and through the procedure herein provided and in conformity with these regulations.

B. *Identification.* Every employee of the department being authorized to enter upon private property to inspect or have charge of the services, mains, plant or equipment of the department shall be furnished with means of identification and shall carry such identification at all times when engaged upon the duties of their position and produce and exhibit the same upon request.

C. *Tips Prohibited.* Every employee of the department is strictly prohibited from demanding or accepting if offered any gratuity, tip or compensation in any form whatsoever from any person during or in connection with his performance of their duties and any disrespect or unwarranted act of any employee shall be, upon complaint made to the director, suitably dealt with.

D. *Department Employees are Not Permitted to Work on Customer Equipment.* No employee of the department shall do any work whatsoever on any customer's pipe lines, fixtures, or plumbing.

E. *Communicating Regulations.* It shall be the duty of the director to see that every employee is aware of all regulations governing their conduct.

14.04.170 Meter connections – Exceptions – Placement.

A. *Unmetered Connections.* There shall be no unmetered connections to the city water system except to automatic sprinkler systems for fire protection services which are approved by the

director. This subsection shall not apply to single-family residential structures; all single-family residential fire protection services shall be metered.

B. *Meters.* All meters and meter boxes shall be owned, installed and maintained by the department.

C. *Meter Location Specifications.* Whenever practicable the meter shall be installed in a convenient place in the public right-of-way between the curb line and the property line. When the meter cannot be placed in the usual position within public right-of-way, then the legal owner of the premises shall give consent in writing and grant an easement to the city and the meter and the meter box shall be placed at a suitable place which will be permanently accessible at all reasonable times for meter inspection, reading and testing. Meters shall not be located within any finished surface area other than dirt, grass, barked or landscaping rock and shall not be located within a driveway or sidewalk area unless prior approval is obtained from the director. Meter shall not be obstructed, as set forth under VMC 14.04.140(N). Where meters are at present or may be installed within a building, the department shall not be held responsible for damage from leaking meter, pipe or fittings. No rent or other charge whatever shall be made by any customer against the department for placing or maintaining meters upon the customer's premises.

D. *Maintenance of Service Line.* The service line from the main to the meter shall be maintained by the department. The department may charge the customer for damage to the service line or meter which is located outside the public right-of-way. In the event of a maintenance repair on a water service or meter that is located within a surface area other than allowed in subsection C of this section, the property owner will be responsible for the repair of the surface area or the city may repair at the property owner's expense. The customer shall be charged for such damage on a time and material basis and shall be provided with a specific account of such charges.

E. *Meter Connection Shut Off By City.* If a service has been shut off for nonpayment, and the customer has turned the water service on without city authorization, the department may cut off service to the premises from the public right of way. The minimum base fee charged the customer for such cut off shall be $1,300, plus any additional actual and reasonable costs incurred by the city on a time and materials basis. The customer shall be provided with a specific account of such additional charges.

14.04.180 Meter tests and adjustments.

A. *Customer Request for Test.* The department shall test meters as it finds necessary or upon the request of any customer.

B. *Result of Test – Meter Repair.* If the meter is found by such test to be defective, it shall be replaced or repaired at the city's expense and affected bills outstanding or paid during the previous six months shall be adjusted. Such adjustments shall be based, at the option of the department, upon either the nearest preceding six-month average use when the meter was in good order, or upon the same month of the preceding year if the use is seasonal.

C. *Meters for Seasonal Requirements.* Meters of different sizes will not be installed to meet seasonal or temporary requirements except on payment of the cost of all charges by the customer.

D. *Deduct Meter.* Deduct meters, for the purpose of subdividing the registration of the master meter, may be installed by the customer for their convenience. Where one or more deduct meters are installed the master meter consumer shall be billed by deducting the amount registered on the deduct meter or meters from the master meter registration.

E. *Meter Damaged by Hot Water.* Whenever a meter is found to have been damaged by hot water from the customer's heating equipment, the customer shall pay the actual cost of removing, repairing and replacing the meter. The previous water bills shall be corrected on an estimated basis to cover the period during which the meter was evidently so damaged and all such charges and amounts shall be thereupon due and payable.

F. *Check and Relief Valve Installation.* The department may, at its option, install a check valve in any service where there has been damage to the meter caused by hot water, or where there is reason to believe danger of such damage exists. The customer shall be notified at the time of installation of a check valve and shall be warned of the danger of possible bursting of hot water tanks and piping. The department will not resume service prior to such installation by the customer of a relief valve, and will not be liable for any damage, direct or consequential, from any accident due to the placing of a check valve or failure of the consumer to receive notice and install a relief valve.

14.04.190 Billing procedure and conditions.

A. *Billing Period.* Bills for metered water service shall be rendered according to the registration of the meter at regular intervals and shall be due and payable upon mailing. Bills shall clearly state when they will be considered delinquent; provided, that no bill shall be considered delinquent until at least 15 days after mailing.

B. *Reading Meters.* Residential meters shall be read as nearly as possible at regular intervals, unless otherwise arranged by the department. There shall be no special vacation rate or reduction made on any water bill because of part-time or restricted use. If a meter is pulled and the account is closed at the customer's request or if the account has been inactive for more than five years, upon installation of a new meter, all new meter installation fees shall apply.

C. *Billing When Meter Unread.* On metered service where the meter has not been read, the bill rendered shall be an average bill for the preceding year or applicable portion of year.

D. *Billing for Special Periods.* Opening and closing bills and bills for water service for periods less than the regular intervals shall be calculated on a pro rata basis.

E. *Bills for Special Services.* All bills for service charges, material and labor furnished, contributions to extensions and other authorized charges, shall be due and payable immediately upon presentation. If such bills are not paid, the department may refuse to furnish water service, and may shut off and discontinue service already being supplied until all bills are paid, and this without prejudice to its right to collect all amounts theretofore due.

F. *Separate Billing for Separate Meters.* When one customer is served by more than one meter on separate service lines, the meter minimum for each meter and the surcharge for water supplied may be calculated and billed separately.

G. *Responsibility for Joint Use.* When more than one consumer, whether a family, business, or other person, receives water through one meter on a single service line, in one building, and it is found impractical by the department to separate the water piping for each consumer, the customer shall be solely responsible and shall pay the total bill for such joint water service.

H. *Joint Consumer Responsibility.* All service to joint consumers shall be on the basis that if it becomes necessary to enforce these rules and regulations against any or all joint consumers that the department shall have the right to shut off the entire supply to all the joint consumers.

Separate meters shall be installed and separate bills rendered to each consumer if the customer separates the piping and installs individual supply pipes from the property line.

I. *Separate Billings Required.* When two or more houses, buildings or other premises occupied by separate consumers are supplied from a single service connection, the customer shall immediately, upon notice from the department, separate each customer's lines and connect up individually to meters at the property line, and if separate services are not established within a reasonable time thereafter, the department may shut off the water and refuse further service to all such consumers.

J. *Billing Before Lines Are Separated.* Until the joint consumer lines are separated, computation of the total bill shall be made by multiplying the quantity in each bracket of the rate schedule by the number of consumers on one meter. The minimum charge shall be the regular minimum charge multiplied by the number of consumers served.

K. *Customer Emergency Assistance.*

1. *Eligibility.* Upon satisfactory proof, emergency assistance may be issued to each household for which:

a. A member of the household is billed by the city for water services;

b. The household has been verified by the city or the city's agent:

i. To have an annual income that, when combined with the annual income of all household members, meets the eligibility standards for the Low Income Home Energy Assistance Program (LIHEAP) authorized by the Low Income Home Energy Assistance Act of 1981, the Omnibus Budget Reconciliation Act of 1981, the Energy Policy Act of 2005, Public Law 109-58; and

ii. To not receive subsidized housing assistance;

c. The household is served with city water service at a residential, single-family account.

2. *Emergency Credit – Maximum.* Upon verification of eligibility, the household may receive an emergency credit of a maximum of $400.00 of the outstanding bill(s) for the service address; provided, that the household may only receive such credit once in a 24-calendar-

month period. The household emergency credit maximum may be adjusted not more than once per calendar year by the director to address the impacts of future rate increases.

3. *Administrative Rules and Procedures.* Pursuant to VMC 14.04.020 and this section, the director of public works jointly with the director of financial and management services shall promulgate administrative rules and procedures not inconsistent with this section to implement the customer emergency assistance program.

L. *Electronic Billing Credit.* Customers who sign up for electronic billing shall receive a $2.00 credit per billing cycle.

14.04.191 Termination of utility service to rental dwellings.

Except in cases involving public health or safety, or as otherwise provided in this chapter, the city will terminate utility service to a residential tenant occupying a rented dwelling pursuant to RCW 35.21.290 and 35.21.300 for a delinquent bill only when: (A) the bill was incurred by a current occupant; or (B) the dwelling is vacant. When a rented dwelling is occupied by a tenant who has opened an account in their own name, no termination or threat of termination will occur because of the nonpayment of a bill for water or sewer utility services if the bill is the obligation of the tenant's landlord or the obligation of a prior occupant of the premises not currently residing therein; provided, however, that the term "threat of termination" shall not include the notices authorized by subsequent sections of this chapter.

14.04.192 Termination of utility service to rental dwellings – Exceptions.

A. *Delinquent Status.*

1. When a rented dwelling for which a delinquent utility bill is owed is occupied by a tenant, and the delinquent bill is in the landlord's name, no termination will occur until the tenant is first provided an opportunity to place the account in their name without liability for the landlord's delinquent bill.

2. When a rented dwelling for which a delinquent utility bill is owed is occupied by a tenant and the delinquent bill is in the name of, and incurred by, a prior tenant no longer occupying the dwelling, no termination will occur until the current tenant is first provided the opportunity to have the account placed in their own name without liability for the delinquent bill.

B. *Application for Exception.* The current tenant must make application in person at a designated city office during normal office hours unless this is proved to be impossible because of a disability, to complete any forms required by the city in order to place service in their name. Arrangements for continued service cannot be made by phone except that on Fridays such applicants can arrange by phone to have service over the weekend, pending applications to be made on the next Monday. Such applicant will be required to present personal identification, a copy of their rental agreement, and/or a bill from another utility in their name, and to provide the name, address, and telephone number of the landlord.

14.04.193 Termination of utility service to rental dwellings – Service restored.

If service is terminated before the current tenant has exercised the right provided for in the preceding section to have the account placed in their own name, the current tenant can have water restored without liability for the delinquent bill by applying to place the account in their own name for future service, as provided in VMC 14.04.192, and by paying the usual reconnect charges.

14.04.194 Termination of utility service to rental dwellings – Action by utilities administration.

The city will not take any action which encourages or permits, whether by regulation, informal policy or oral statement, the termination of water services to residential tenants occupying single-family units or individually metered multifamily units because a prior occupant of the residence owes an unpaid bill or where the tenant's landlord has contracted for water service to the dwelling and the account is delinquent, unless the following procedures are complied

with. Procedures applicable to termination of utility services to consumers other than residential tenants occupying single-family units or individually metered multifamily units are set forth in VMC 14.04.197.

A. If payment on a utility account has not been received by the twenty-fifth day after the bill date the utility division will send or mail a reminder notice to the service address, and to the address (if any) listed for the property's owner of record or agent in the department's file. This notice will advise that payment is past due and will alert interested parties that service may be terminated unless payment is received or arrangements acceptable to city have been made. A statement describing tenants' rights as provided in this chapter will be presented on the back of the reminder notice.

B.

1. If payment on a utility account has not been received by the thirty-seventh day after the bill date, the utility division will send or mail a final notice to the service address, and to the address (if different) listed for the property's owner of record or agent in the department's file. This final notice will advise that the payment is past due and payment must be received to avoid disruption of service.

2. Such final notice shall advise that the account is past due and that service will be terminated not less than eight days from the final notice date and will advise the customer of the process for service restoration.

3. A statement describing tenants' rights will be printed on the back of the disconnection notice.

C. The statement of tenants' rights included with the reminder notice(s) and printed on the disconnection notice shall be substantially in the following form:

NOTICE OF TENANTS' RIGHTS

If you are a tenant residing at the service address and water is presently being delivered to your home: You are not responsible for water and sewer utility bills incurred by a previous tenant who moved out before you moved in and you also are not responsible for water and sewer utility bills incurred by your landlord.

If this bill is the obligation of a prior tenant or your landlord, and you have made reasonable efforts to resolve the issue with the landlord, you have the right to obtain continued water and sewer utility services by contacting the utility division and having the account placed in your name. If you do place the account in your own name services will not be disconnected because of an unpaid bill for which you are not responsible. You will be responsible for future bills coming due during your tenancy.

To place service in your own name you must go to the City of Vancouver Utilities Administration offices, and make application in person for continued service during normal work hours. You will be required to present personal identification, your current written rental agreement, and/or a bill from another utility in your name. You also will be required to identify your landlord, and provide your landlord's current address, and telephone number.

If service is disconnected before you have contacted the Utility Division a reconnection fee will be charged before service is restored.

You have the right to appeal the decision of the utility division relating to responsibility for past due utility bills or the right to have service placed in your own name. Utility service will not be disconnected during the appeal process.

14.04.195 Termination of utility service to rental dwellings – Transfer charges.

If a tenant elects to contract for future water service under the preceding sections, the tenant must agree to pay appropriate transfer of account charges, reconnection charges if service has been terminated before the tenant has exercised the right to have the account placed in their name, and all future utility bills coming due during their occupancy of the premises. Application must be made in person at the city of Vancouver utilities administration offices during normal working hours unless exempt due to disability, in accordance with VMC 14.04.192. The tenant will not be required to pay a deposit to obtain service unless that tenant's own creditworthiness justifies the imposition of a deposit under rules or policies regularly adopted under VMC 14.04.020 and applied to all customers.

All notices required by this chapter will also give notice of the utility division's customer appeal process. A tenant may request a hearing under this customer appeal process if the tenant has a dispute with the utility regarding the new account for the premises.

14.04.196 Termination of utility service – City's rights.

Nothing set forth in this chapter shall be construed to limit the city's rights to proceed either by judicial process or by the remedies prescribed by RCW 35.21.290 and 35.21.300 to the extent that such actions do not interfere with tenant's rights as provided in this chapter. A "tenant" means any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement. A "landlord" is the owner of record of the dwelling unit, as shown by the records of Clark County, or the owner's agent.

14.04.197 Termination of utility service to customers other than residential rental tenants occupying single-family units or individually metered multifamily units – Action by utilities administration.

A. *Applicability.* This section specifies procedures applicable to termination of utility services to consumers other than residential rental tenants occupying single-family units or individually metered multifamily units. Procedures applicable to termination of utility services to residential tenants occupying single-family units or individually metered multifamily units are set forth in VMC 14.04.191 through 14.04.196.

B. *Past Due Reminder Notice For All Service Types.*

1. This past due reminder procedure is applicable to all service types governed by this section.

2. If payment on a utility account has not been received by the twenty-fifth day after the bill date the utility division will send or mail a past due reminder notice to the service address, and to the address (if any) listed for the property's owner of record or agent in the department's file. This past due reminder notice will advise that payment is past due and will alert interested parties that service may be terminated unless payment is received or arrangements acceptable to city have been made.

C. *Termination of Service For Single-Family units and Multifamily units that are individually metered.*

1. For single-family units and multifamily units that are individually metered, if payment on a utility account has not been received by the thirty-seventh day after the bill date the utility division with send or mail a final notice to the service address, and to the address (if different) listed for the property's owner of record or agent in the department's file. This final notice will advise that the payment is past due and payment must be received to avoid disruption of service.

2. If payment on the utility account has not been received by the forty-fifth day the account will be transferred to the shut off list and service will be terminated.

3. Thereafter, a utility service inspector will physically deliver to the services address a disconnection notice and will terminate the service.

4. Such disconnection notice shall advise that the account is past due and that service has been terminated and will advise the customer of the process for service restoration.

D. *Termination of Service For Multifamily units that share a single meter.*

1. For multifamily units that share a single meter, if payment on a utility account has not been received by the thirty-seventh day after the bill date the account will be transferred to the shut off list.

2. Thereafter, a utility service inspector will physically deliver to the service address(es) or will post at the service address door(s) a 10-day disconnection notice.

3. Such 10-day disconnection notice shall advise that the account is past due and that service will be terminated not less than 10 days after such delivery or posting of the notice unless payment is made or other arrangements satisfactory to the city have been made. Such notice will advise other tenants sharing the service, if any, of their rights for continuing service.

E. *Termination of Service For Commercial units.*

1. For commercial units, if payment on a utility account has not been received by the thirty-seventh day after the bill date the account will be transferred to the shut off list.

2. Thereafter, a utility service inspector will physically deliver to the service address or will post at the service address door a 24-hour disconnection notice.

3. Such 24-hour disconnection notice shall advise that the account is past due and that service will be terminated not less than 24 hours after such delivery or posting of the notice unless payment made or other arrangements satisfactory to the city have been made. Such notice shall advise other tenants sharing the service, if any, of their rights for continuing service.

F. The statement of tenants' rights included with the reminder notice(s) and printed on the disconnection notice shall be substantially in the following form:

> If you are a tenant residing at the service address and water is presently being delivered to your home: You are not responsible for water and sewer utility bills incurred by a previous tenant who moved out before you moved in and you also are not responsible for water and sewer utility bills incurred by your landlord.
>
> If this bill is the obligation of a prior tenant or your landlord, and you have made reasonable efforts to resolve the issue with the landlord, you have the right to obtain continued water and sewer utility services by contacting the utility division and having the account placed in your name. If you do place the account in your own name services will not be disconnected because of an unpaid bill for which you are not responsible. You will be responsible for bills coming due during your tenancy.
>
> To place service in your own name you must go to the City of Vancouver Utilities Administration offices, during normal work hours and make application in person for continued service. You will be required to present personal identification, your current written rental agreement, and/or a bill from another utility in your name. You also will be required to identify your landlord, their current address and current phone number.
>
> If service is disconnected before you have contacted the Utility Division a reconnection fee will be charged before service is restored.
>
> You have the right to appeal the decision of the utility division relating to responsibility for past due utility bills or the right to have service placed in your own name. Utility service will not be disconnected during the appeal process.

14.04.210 Water service – User charges.

A. *Base Charge, All Customer Classes.*

1. For all water customers, each customer shall pay a monthly base charge as follows:

~~Effective January 1, 2024~~

~~Meter Size~~		~~Base Charge~~	~~Base Charge~~
		~~Inside City Limits~~	~~Outside City Limits~~ ~~(1.466 x Inside)~~
~~a. 5/8 x 3/4 inch and under~~	~~per month~~	~~11.01~~	~~16.14~~
~~b. 3/4 inch~~	~~per month~~	~~14.62~~	~~21.43~~
~~c. 1 inch~~	~~per month~~	~~22.33~~	~~32.74~~
~~d. 1 1/2 inch~~	~~per month~~	~~41.52~~	~~60.87~~
~~e. 2 inch~~	~~per month~~	~~64.34~~	~~94.32~~
~~f. 3 inch~~	~~per month~~	~~117.95~~	~~172.93~~
~~g. 4 inch~~	~~per month~~	~~194.34~~	~~284.90~~
~~h. 6 inch~~	~~per month~~	~~385.64~~	~~565.35~~
~~i. 8 inch~~	~~per month~~	~~615.12~~	~~901.77~~
~~j. 10 inch~~	~~per month~~	~~920.91~~	~~1,350.05~~
~~k. 12 inch~~	~~per month~~	~~1,789.41~~	~~2,623.28~~

Effective January 1, 2025

Meter Size		Base Charge	Base Charge
		Inside City Limits	Outside City Limits (1.45 x Inside)
a. 5/8 x 3/4 inch and under	per month	11.51	16.69
b. 3/4 inch	per month	15.28	22.16
c. 1 inch	per month	23.33	33.83
d. 1-1/2 inch	per month	43.39	62.92
e. 2 inch	per month	67.24	97.50
f. 3 inch	per month	123.26	178.73
g. 4 inch	per month	203.09	294.48
h. 6 inch	per month	402.99	584.34
i. 8 inch	per month	642.80	932.06
j. 10 inch	per month	962.35	1,395.41
k. 12 inch	per month	1,869.93	2,711.40

Effective January 1, 2026

Meter Size		Base Charge	Base Charge
		Inside City Limits	Outside City Limits (1.433 x Inside)
a. 5/8 x 3/4 inch and under	per month	12.03	17.24
b. 3/4 inch	per month	15.97	22.89
c. 1 inch	per month	23.48	34.94
d. 1-1/2 inch	per month	45.34	64.97
e. 2 inch	per month	70.27	100.70
f. 3 inch	per month	128.21	184.58
g. 4 inch	per month	212.23	304.13
h. 6 inch	per month	421.12	603.46
i. 8 inch	per month	671.73	962.59
j. 10 inch	per month	1,005.66	1,441.11
k. 12 inch	per month	1,954.08	2,800.20

2. The monthly base charge set in subsection (A)(1) of this section does not include any charge for consumption of water.

3. The monthly base charge for any single-family residential customer shall not exceed the charge set in (b) above.

B. *Volume Charge (Uniform Volume).*

1. In addition to the monthly base charge in subsection (A)(1) of this section, each customer shall pay the following additional charge on his/her bill, based upon the amount of water consumed per each billing period:

~~Effective January 1, 2024~~

~~Customer Class~~	~~Inside City Limits~~	~~Outside City Limits (1.466 x Inside)~~
~~Single-Family:~~	~~3.11/CCF~~	~~4.56/CCF~~
~~Multifamily:~~	~~2.68/CCF~~	~~3.93/CCF~~
~~Nonprofit Shelters:~~	~~0.69/CCF~~	~~1.01/CCF~~
~~Commercial[1] and Industrial[1]:~~	~~2.68/CCF~~	~~3.93/CCF~~
~~Government[1]:~~	~~2.38/CCF~~	~~3.49/CCF~~

Effective January 1, 2025

Customer Class	Inside City Limits	Outside City Limits (1.45 x Inside)
Single-Family:		
Tier 1 (0-11 CCF)	2.80/CCF	4.06/CCF

Customer Class	Inside City Limits	Outside City Limits (1.45 x Inside)
Tier 2 (11-22 CCF)	3.25/CCF	4.71/CCF
Tier 3 (22+ CCF)	4.75/CCF	6.88/CCF
Multifamily:	2.80/CCF	4.06/CCF
Nonprofit Shelters:	0.72/CCF	1.04/CCF
Commercial[1] and Industrial[1]:	2.80/CCF	4.06/CCF
Government[1]:	2.49/CCF	3.61/CCF

Effective January 1, 2026

Customer Class	Inside City Limits	Outside City Limits (1.433 x Inside)
Single-Family:		
Tier 1 (0-11 CCF)	2.93/CCF	4.20/CCF
Tier 2 (11-22 CCF)	3.40/CCF	4.87/CCF
Tier 3 (22+ CCF)	4.96/CCF	7.11/CCF
Multifamily:	2.93/CCF	4.20/CCF

Customer Class	Inside City Limits	Outside City Limits (1.433 x Inside)
Nonprofit Shelters:	0.75/CCF	1.07/CCF
Commercial[1] and Industrial[1]:	2.93/CCF	4.20/CCF
Government[1]:	2.60/CCF	3.73/CCF

1 **Note:** As this use is classified under VMC Title 20.

2. All volume charges are computed per 100 cubic feet (CCF).

~~3. "Single-family customer" class shall include single dwelling unit with one meter, mobile homes either on individual lots or in mobile home parks. This also includes ADUs that take water and sewer service from service connections separate from the primary residence. This definition is for utility billing purposes only.~~

~~4. "Multifamily customer" class shall apply to customers with two or more living units per meter. This also includes ADUs that share water or sewer service from service connections for the primary residence. This definition is for utility billing purposes only.~~

~~5. *Nonprofit Shelter.* For the purpose of applying the rates as set forth in subsection (B)(1) of this section, the term "nonprofit shelters" shall be defined to mean a facility operated by a nonprofit organization that provides clients with on-site food, beds or shelter for free or at significantly below market rates.~~

C. *Charges for Cutting Off and Restoring Service.*

1. *Service Cut-Off.*

a. *Cutting Off Service for Nonpayment.* There shall be a $40.00 charge to cut off service for nonpayment. There shall be no additional charge for restoring service after such cut-off.

b. *Emergencies – Cut-Off.* No cut-off charge shall be made if service is cut off to meet an actual emergency.

c. *Customer Request.* No cut-off charge shall be made if service is cut off at customer's request for the first such request. Each additional request shall be a $25.00 charge during regular office hours and $125.00 outside of regular office hours.

2. *Restoring Service.*

a. For starting or restoring service at the customer's request, there shall be a charge of $25.00 if requested during regular office hours, and a fee of $125.00 for each such request outside of regular office hours or same-day service starts.

~~b. *Altered Service.* If the meter or service has been altered without the written authorization of the director, the charge shall be $15.00 additional to all other charges in this section.~~

~~c.~~b. *Multiple Cut-Off/Restoration Requests.* For customers who require more than one trip to the service address to cut off or restore service at their request, there shall be a fee of $25.00 per each additional trip during regular office hours.

D. *Testing Meters – Customer's Request.* The first meter test will be no charge to the customer, and additional meter tests requested by the customer within a 12-month period will be charged per schedule of meter test charges where meter is found not defective:

1 inch and under	$50.00
1-1/2 inch	$60.00
2 inch	$60.00
3 inch	$80.00
4 inches or more	At cost

Meter resets	$50.00

Meters tested and found to be defective will be replaced at no cost to the customer for testing or for replacement.

E. *Testing Meters – Other Than at Customer's Request.* The city reserves the right to test meters at any time. No charge will be made to the customer for meters tested pursuant to this subsection.

F. Temporary water use from hydrant fees shall be set by the director pursuant to VMC 14.04.100(L).

14.04.230 Sanitary sewer service – User charges.

A. *Monthly User Charges.*

1. *Residential Customers.* Each residential customer shall pay a monthly user charge as follows:

~~Effective January 1, 2024~~

~~Customer Class~~	~~Inside City Limits~~	~~Outside City Limits (1.466 x Inside)~~
~~a. Single-Family Residential~~	~~$55.36 per mo. or $6.92 per CCF~~	~~$81.16 per mo. or $10.14 per CCF~~
~~b. Multifamily Residential~~	~~$55.36 per mo. or $6.92 per CCF~~	~~$81.16 per mo. or $10.14 per CCF~~
~~c. Nonprofit Shelter~~	~~$1.87 per CCF~~	~~$2.74 per CCF~~

Effective January 1, 2025

Customer Class	Inside City Limits	Outside City Limits (1.45 x Inside)
a. Single-Family Residential	$58.72 per mo. or $7.34 per CCF	$85.12 per mo. or $10.64 per CCF
b. Multifamily Residential	$58.72 per mo. or $7.34 per CCF	$85.12 per mo. or $10.64 per CCF
c. Nonprofit Shelter	$1.98 per CCF	$2.87 per CCF

Effective January 1, 2026

Customer Class	Inside City Limits	Outside City Limits (1.433 x Inside)
a. Single-Family Residential	$62.24 per mo. or $7.78 per CCF	$89.20 per mo. or $11.15 per CCF
b. Multifamily Residential	$62.24 per mo. or $7.78 per CCF	$89.20 per mo. or $11.15 per CCF
c. Nonprofit Shelter	$2.10 per CCF	$3.01 per CCF

2. Sewer charges for each single-family or multifamily residential customer shall be based upon that customer's average water usage, recorded when meters are normally read for billing purposes, within the previous January through March window. Each customer, other than qualifying low-income seniors as defined in subsection (A)(2)(e) of this section, is subject to a minimum volume charge of three CCF per month.

a. Single-family or multifamily residential customers shall be charged an average 60-day consumption of the billing periods specified above at the applicable inside city or outside city rate per CCF for sewer as set forth in subsection (A)(1) of this section. For new accounts in which the two-month water consumption history has not been established, the director may establish an interim rate in accordance with department policies. The director shall approve a written policy for the setting of this interim rate that will include, but not be limited to, how the interim rate is calculated.

b. The applicable inside city or outside city flat rate set forth in subsection (A)(1) of this section shall be used as the monthly sewer billing rate for any customer for whom for any reason the provisions of this subsection cannot be used.

c. The utilities division shall develop written rules consistent with this subsection and the ordinance codified in this section for the fair and efficient administration of such sewer rate.

~~d. For the purpose of applying the rates as set forth in subsection (A)(2)(c) of this section, the term "nonprofit shelter" shall be defined to mean a facility operated by a nonprofit organization that provides clients with on-site food, beds or shelter for free or at significantly below-market rates.~~

~~e.~~d. For the purpose of applying the low-income senior minimum sewer flow waiver as set forth in subsection (A)(2) of this section, applicants shall meet the following:

i. Applications shall be obtained from and filed with the director or their designee. The application shall be on a form prescribed by the director, and shall contain the information necessary to evaluate the applicant's qualification for the low income senior minimum sewer flow waiver.

(A) Submission of an application for a utility discount shall constitute a verification by the applicant that all information provided in such application is true and correct to the best of the applicant's knowledge.

(B) Once approved by the department, the application shall become effective the next billing cycle after approval of the application.

(C) Each application is effective for 12 months commencing the first month the reduced rate becomes effective for the applicant. It shall be the sole

responsibility of the applicant to reapply for successive 12-month periods of eligibility.

(D) The rate reduction shall only apply to utility charges for service to a residence. The residence for which the rate reduction is requested must be the applicant's principal place of residence.

(E) The applicant must be the head of the household for the residence for which the rate reduction is requested.

(F) The utility account must be in the applicant's name or the name of the applicant's spouse.

ii. For purposes of this section, the term "low-income senior" shall be defined as follows:

(A) Be 62 years of age or older at all times during any period for which a minimum sewer flow waiver is requested; and

(B) Have been a sewer customer of the city at all times during any period for which a minimum sewer flow waiver is requested; and

(C) Have an income during the calendar year or portion thereof for which a minimum sewer flow waiver is requested, from all sources whatsoever, either (1) not exceeding 200 percent of the federal poverty guidelines for a household of any size as published by the Secretary of Housing and Urban Development or (2) not exceeding the income qualification for low-income seniors set forth in RCW 84.36.381(5)(a), whichever is greater.

3. *Commercial, Industrial, Electronics and Government Customers.* Each such customer shall pay a monthly user charge per hundred cubic feet (CCF) as follows; provided, each such customer is subject to a minimum user charge equal to the applicable inside or outside city flat monthly rate for one single-family service set forth in subsection (A)(1) of this section:

~~Effective January 1, 2024:~~

~~Customer Class~~	~~Inside City Limits~~	~~Outside City Limits (1.466 x Inside)~~
~~a. Commercial~~	~~$8.11 per CCF~~	~~$11.89 per CCF~~
~~b. Government~~	~~$4.95 per CCF~~	~~$7.26 per CCF~~
~~c. Industrial~~	~~$8.40 per CCF~~	~~$12.31 per CCF~~
~~d. Electronics~~	~~$6.17 per CCF[23]~~	~~$9.05 per CCF[24]~~

~~Notes for Electronic Customer Class – Effective January 1, 2024 – December 31, 2024:~~

~~**23** For monthly average flows above 2.88 million gallons per day, the rate shall be $4.93 per CCF.~~

~~**24** For monthly average flows above 2.88 million gallons per day, the rate shall be $7.23 per CCF.~~

Effective January 1, 2025:

Customer Class	Inside City Limits	Outside City Limits (1.45 x Inside)
a. Commercial	$8.60 per CCF	$12.47 per CCF
b. Government	$5.25 per CCF	$7.61 per CCF
c. Industrial	$8.90 per CCF	$12.91 per CCF
d. Electronics	$6.54 per CCF[25]	$9.48 per CCF[26]

Notes for Electronic Customer Class – Effective January 1, 2025 – December 31, 2025:

25 For monthly average flows above 2.88 million gallons per day, the rate shall be $5.23 per CCF.

26 For monthly average flows above 2.88 million gallons per day, the rate shall be $7.58 per CCF.

Effective January 1, 2026:

Customer Class	Inside City Limits	Outside City Limits (1.433 x Inside)
a. Commercial	$9.12 per CCF	$13.07 per CCF
b. Government	$5.57 per CCF	$7.98 per CCF
c. Industrial	$9.43 per CCF	$13.51 per CCF
d. Electronics	$6.93 per CCF[27]	$9.93 per CCF[28]

Notes for Electronic Customer Class – Effective January 1, 2026 – December 31, 2026:

27 For monthly average flows above 2.88 million gallons per day, the rate shall be $5.54 per CCF.

28 For monthly average flows above 2.88 million gallons per day, the rate shall be $7.94 per CCF.

4. The rate for discharging septage at the city's publicly owned treatment works (POTW) as provided for in Chapter 5.72 VMC effective January 1, 2021, shall be $155.00 for each 1,000 gallons, or fraction thereof, discharged into the POTW. The rate for discharging septage at the city's POTW may be adjusted not more than once per calendar year by the director to address the unique operational and capital needs associated with providing this service.

5. "Industrial customer" is defined as an industrial user of the public sewer system who:

a. Has a discharge flow of 10,000 gallons of processed wastewater or more per average workday; or

b. Has a concentration of biochemical oxygen demand (BOD) and suspended solids (SS) in excess of 200 milligrams per liter per average work day; or

c. Is found by the city, State Department of Ecology or U.S. Environmental Protection Agency to have potential for a significant impact on the wastewater treatment system.

6. "Electronics user" is defined as an industrial user of the public sewer system who:

a. Has a discharge flow of 500,000 gallons or more per average work day; and

b. Has a concentration of biochemical oxygen demand (BOD) and suspended solids (SS) less than 200 milligrams per liter per average work day.

B. *Liquids Not Originating From City Water System.* Any person discharging into the city sanitary sewerage system sewage which has in it liquids which did not originate from the city water system shall meter or measure by some method approved by the director all water used in the premises, whether the water is obtained from the municipal water supply system or from wells, private water systems or other sources.

C. *Used Water Not Flowing Into Sewer System.* Where the user of water is such that a portion of all of the water used does not flow into a city sewer but is lost by evaporation or is used in manufacture or processes such as ice, beverages, foods or the like and the person in control provides proof of this fact and installs a meter or other measuring device approved by the director to measure the amount of water so used or lost, no charge shall be made for sewerage because of water so used or lost.

D. *Computation of Utility Rates.* For the purpose of computing water and sewer bills, all residences, regardless of number of units, shall be deemed residential, and each unit therein shall be deemed a residence. All other uses shall be deemed commercial, industrial or government.

14.04.231~~0B~~ Conditions and charges applicable to water, sewer and stormwater accounts.

A. *Deposits.*

1. *Customer.* Applications for water, sewer or stormwater/drainage service by a customer who is the owner or owner's agent of the serviced property and who has previously been delinquent in paying for such service shall be accompanied by a deposit equal to twice the largest bill at the service address applied for the prior two years. Payments must be made by owner or owner's agent.

2. As authorized by 11 U.S.C. Section 366, unless otherwise directed by the director of the affected department, the minimum deposit for adequate assurance of payment in the event of bankruptcy shall be:

a. Two months estimated utility charges for Chapter 7 and Chapter 11 filings; and

b. One month estimated utility charges for Chapter 13 filings.

3. *Rental Tenants.* Applications for service made by the tenant of a rented or leased residential or commercial premises who has previously been delinquent in paying for such service shall be accompanied by a deposit equal to twice the amount of the largest bill at the service address applied for or at the tenant's previous service address for the prior two years.

4. *Processing of Deposits.* Deposits shall not bear interest. Upon termination of service to the customer/owner or rental tenant, the amount of the deposit shall be applied against any water, sewer, stormwater/drainage or other utility charges then due or to become due from the customer/owner or rental tenant, including any late fees, interest, penalties, reconnection/disconnect fees, or other charges or fees, and shall be remitted to the appropriate fund. If the amount of the deposit is not sufficient to pay the total unpaid charges, remittance shall be made to the appropriate fund or funds pursuant to rules prescribed pursuant to VMC 14.04.020. If there is a balance remaining on the deposit after payment of all charges, such balance shall be refunded, less a city processing fee of $5.00.

5. *Application of Deposit Prior to Termination of Service.* In the event that the director determines, based on rules and criteria prescribed pursuant to VMC 14.04.020, that a deposit is no longer needed to ensure payment prior to termination of services to the customer, the deposit may, with customer consent, be applied to current utility charges.

6. Nothing in this title shall prevent the city from requiring new or additional deposits should the conditions so warrant.

B. *Late Fee.* There shall be added to any delinquent water, sewer, or stormwater bill a one-time late fee equal to 10 percent of the delinquent bill.

C. *Missed Appointments.* There shall be a $25.00 fee for customers who miss an appointment for which a city employee is dispatched to the service address unless the service call is cancelled by the customer 24 hours prior to the appointment.

D. *Incorrect Bank Numbers.* For those customers who choose to utilize an electronic bill paying system, and who provide the city an incorrect routing transit number of the bank or incorrect bank account number, there shall be a $15.00 fee assessed for each time the city utilizes such bank number until the customer provides the correct number.

E. *Requested Reads.* Customers who request a ~~for~~ meter readings ~~not~~ resulting from the sale or transfer of property, or when an additional trip by city is due to meter inaccessibility access issues, will be charged ~~$20.00~~ $25.00 for the first meter read, and ~~$25.00~~ $50.00 for each subsequent ~~additional~~ meter reading.

F. *Dishonored Checks.* Utility customers whose checks to the city are dishonored shall be subject to the fees established under VMC 3.08.060. The city reserves the right to require payment by cash or certified funds from any customer who has previously tendered a dishonored check.

G. *Application of Payments.* Payments, when received, shall be applied by date in the following sequence:

1. Deposits;
2. Service charges;
3. Stormwater penalties;
4. Sewer penalties;
5. Water penalties;
6. Stormwater;
7. Sewer; and then
8. Water.

H. *Budget Payment Plan.* The director is hereby authorized to create and implement a budget payment plan in accordance with state law. Such plan shall permit the authorized customer to make payments of utility charges on an annual averaged basis rather than on a per billing cycle basis, with at least one annual adjustment to ensure that the amount paid by the customer on an annual basis reflects the actual charges incurred.

14.04.235 System development charges – Connection fees.

A. *General.* The following facts are found by city council based upon staff reports furnished to it and upon the testimony and evidence presented at public hearings:

1. Findings of fact made in Section (1) of Ordinance M-2267 and in the whereas clauses thereto are ratified and confirmed and this section is adopted pursuant to and consistent with RCW 35.92.025.

2. The need for connection charges has been previously established through engineering studies, task force reports, consultant reports and council action.

3. This chapter is consistent with the intent of previous ordinances and resolutions relating to system development charges.

4. It is found desirable to provide the director with the authority to establish rules and regulations necessary to administer collection of system development charges; provided, that such rules and regulations shall be consistent with the intent of this chapter and related resolution.

5. The "unit" or "equivalent dwelling unit" measure used in this chapter is found to be the best method available to council to provide that customers will bear their equitable shares of the cost of the utility system and is found to comply with RCW 35.92.025.

~~B. *Definitions.* The following definitions are adopted for the following words and phrases as used for computing system development charges (connection fees):~~

~~"Accessory dwelling unit (ADU)" means one or more rooms with private bath and kitchen facilities comprising an independent, self-contained dwelling unit within or attached to a single-family dwelling or in a detached building on the same lot as the primary dwelling unit. An ADU is distinguishable from a duplex in that, unlike a duplex, it is clearly subordinate to the primary dwelling unit, both in use and appearance. Approved ADUs shall not be subject to the separate metering requirements of VMC 14.04.190(I).~~

~~"Average daily attendance (ADA)" means the average number of students attending an elementary or secondary school used for the design of the facility.~~

~~"Commercial unit" means any building or facility used for any purpose other than dwelling.~~

~~"Dry industry" means any industry which does not produce industrial waste as defined in VMC 14.12.010.~~

~~"Dwelling unit" means one room or a suite of two or more rooms, designed for or used by one family or housekeeping unit for living and sleeping purposes and having one kitchen. Each unit shall provide a complete independent living space for one or more persons, including permanent facilities for living, sleeping, eating, cooking and sanitation.~~

~~"Equivalent dwelling unit (EDU)" means any residential or nonresidential use which has been reasonably found by the director to place a demand on the city's sewerage system or water system approximately equal to the demands thereon by a single-family dwelling.~~

~~"Expanded service" means any additional use, expanded use or change in use which will cause an additional demand on the water-sewer utility. Such additional demand shall be recognized to include, but shall not be limited to, the following changes in service:~~

~~1. Additional water meter;~~

~~2. Increased size of existing water meter;~~

~~3. Additional number of dwelling units on an existing water meter or sewer lateral;~~

~~4. Any change of occupancy or use which would increase the number of equivalent dwelling units connected or to be connected to an existing water meter or sewer lateral;~~

~~5. Expansion of an existing use where the system development charge is independent of the meter equivalent size.~~

~~"Fast food restaurant" means a restaurant in which the majority of items sold are served on paper or other nonwashable materials.~~

~~"Full-time equivalent (FTE)" means the equivalent number of full-time students attending a post-secondary school such as a trade school, college or university.~~

~~"Industrial unit" means any building or facility other than a single-family dwelling, multiple-family dwelling, or hotel which discharges or is expected to discharge to the sanitary sewerage system a flow containing a total of more than 50 pounds of suspended solids and BOD in any one day.~~

~~"Industrial user" means a nonresidential user of the public sewer who discharges a waste that is distinct from sanitary sewage, resulting in an industrial waste.~~

~~"Industrial waste" means any liquid, solid or gaseous material or combination thereof resulting from any process of industry, manufacturing, commercial, food processing, business, agriculture, trade or research, including, but not limited to, development, recovering, or processing of natural resources and leachate from landfill or other disposal site.~~

~~"Irrigation meter" means a water meter used exclusively for irrigation of landscaped areas.~~

~~"Meter equivalent size (MES)" means the hydraulic equivalency of any meter related to a 5/8" by 3/4" meter. By definition a 5/8" by 3/4" meter has an MES of 1.0.~~

~~Meter Size~~	~~Meter Equivalent Size (MES)~~
~~5/8" x 3/4"~~	~~1.0~~
~~1"~~	~~2.5~~
~~1-1/2"~~	~~5.0~~
~~2"~~	~~8.0~~
~~3"~~	~~15.0~~
~~4"~~	~~25.0~~
~~6"~~	~~50.0~~
~~8"~~	~~80.0~~
~~10"~~	~~144.0~~

Meter Size	Meter Equivalent Size (MES)
12"	231.0

"Mobile home" means any unit used or designed to be used for living or sleeping purposes or both, and which is designed to be equipped with wheels for the purpose of transporting the unit.

"Mobile home park" means a commercial enterprise in which rented or leased space, area, and/or buildings are designed, equipped or maintained for the harboring, parking or storing of two or more trailer coaches, or vehicles which haul such trailer coaches, or motor homes being used as living and/or sleeping quarters for humans; provided, two or more mobile homes located on a single parcel, allowed under a variance, conditional use or nonconforming use, shall be considered as single-family dwellings.

"Multiple-family (multifamily) dwelling" means a building or portion thereof designed or used as a residence by two or more families and containing two or more dwelling units This includes ADUs that share water or sewer service from service connections for the primary residence.

"Noncontact cooling water" means a separate water system exclusively for temperature conditioning that remains in a closed system from the water meter to the point of discharge into a storm sewer or dry well.

"Significant industrial user" means any industrial user of the public sewer system who:

1. Has a discharge flow of 25,000 gallons or more per average workday; or

2. Has a concentration of biochemical oxygen demand (BOD) and suspended solids (SS) in excess of 300 milligrams per liter per average workday; or

3. Is found by the city, State Department of Ecology, or U.S. Environmental Protection Agency to have significant impact on the waste system's effluent quality.

"Single-family dwelling" means a building designed or used for residence purposes by not more than one family and containing one dwelling unit only, including mobile homes when not located in a mobile home park and including condominium units subject to fee simple

~~ownership, and excluding multiple family dwellings, apartments and motels. This also includes ADUs that take water and sewer service from service connections separate from the primary residence.~~

~~"System development charge (SDC)" means that connection fee charged so that the property upon which it is imposed will pay its equitable share of the costs of water sewer system facilities which are system-wide in nature and are not site-specific needs, including such property's equitable share of the amount required to upgrade such system to meet the demands imposed by the development.~~

~~"Wet industry" means any industry which generates industrial wastes in addition to domestic wastes.~~

~~C.~~B. *Payment Required Prior to Connection.* A system development charge is imposed as a connection charge pursuant to RCW 35.92.025 upon all lands in the city and all lands outside the boundaries of the city which connect to either the city water system or sewerage system or to both. The system development charge shall be paid in full with an application for connection to the sewer system or water system; provided, that a building permit application or an application for expanded service has been filed. In any case in which a building permit expires from passage of time any utility connection permit which had been issued for the use provided for in that building permit shall likewise expire and a new system development charge must be paid and a new utility connection permit secured.

~~D.~~C. *Waiver and/or Mitigation.* The city council may authorize the city manager to enter into a contract to mitigate or waive systems development charges as set forth in this section; provided, that a written application for such mitigation or waiver is submitted to the director from an applicant proposing a new or expanded development within the city of Vancouver.

In order to be eligible for mitigation or waiver, an applicant shall meet all of the following criteria:

1. *Type of Industry.* The applicant proposes a new development or an expansion of an existing development within the city of Vancouver that is environmentally compatible with the surrounding area and the city as a whole.

2. *Capital Investment Requirement.* Any new development or expansion of an existing development within the city of Vancouver will result in a minimum capital investment of

$100,000,000 over a five-year period. At least $30,000,000 in capital investment will be completed within the first two years (adjusted for inflation).

3. *Employment Base Requirement.* The employment base generated by any new development or expansion of an existing development within the city of Vancouver shall provide an average annual compensation amount for employees of that new or expanded development equal to or in excess of $51,742 including all fringe benefits. For existing companies, average annual compensation for employees shall have equaled or exceeded $51,742 including fringe benefits, bonuses, etc., over the previous two-year period. Effective January 1, 2023, and every January 1st thereafter, the average annual compensation amount set forth above shall be adjusted consistent with VMC 3.08.100.

If the director finds that the applicant meets such criteria, the director is authorized to negotiate a performance contract with any such qualifying company. The terms of such performance contract may include, if applicable, a timeline by which the entire capital investment commitment and the established annual compensation requirement shall be met. The extent of mitigation or the waiver of a systems development charge will be determined on a case-by-case basis which determination shall include, but not be limited to, the following:

a. The estimated amount and characteristics of waste flow generated by the industry;

b. The then-current capacity and capability of the water-sewer utility;

c. The number of jobs created by the proposed development and the extent to which such jobs exceed the average annual compensation requirement;

d. Probability of significant increases in assessed valuation and generation of property tax revenues to reduce the tax burden;

e. A determination that the location or expansion of the company is in compliance with the land use, transportation and other elements of the city of Vancouver comprehensive plan;

f. An agreement by the company to contribute to the mitigation of impacts on the provision of public services attributable to the proposed development or expansion as the city of Vancouver deems justifiable.

Each such contract or agreement will include a recapture provision or other remedies to ensure that appropriate systems development charges will be paid by the industry in the event that it fails to meet its contractual obligations. Such recapture provisions shall not be imposed if the industry has made a good faith effort to comply and has failed to do so for reasons beyond its control. Each such contract shall be submitted to the city council for consideration at a public meeting.

~~E.~~D. *Credit for Existing and Prior Uses.* A credit against the system development charge (SDC) may be allowed by the director for the elimination or conversion of existing water services or sewer connections in conjunction with improvement, expansion of use or redevelopment on such parcel. The credit shall be calculated using the prevailing SDC rate schedule and is subject to the following limitations:

1. Existing and prior use sewer and water credit shall be allowed if the director finds that sewer and water capacity is available in the service area; and

a. If the existing or prior use has paid monthly water and sewer fees, respectively, within the 10-year period immediately prior to the date of application for connection, the customer may apply for a 100 percent credit against any new SDCs associated with the new use; or

b. If the existing or prior use has paid monthly water and sewer fees, respectively, prior to 10 years before the date of application for connection, the customer may apply for a partial credit for previous payments of SDCs, using the entire amount previously paid to be applied as credit against the current SDC charge calculated using the prevailing SDC rate schedule; or

c. If the city council approves a development agreement authorized under RCW 36.70B.170 that provides for a use credit for prior water and sewer uses if the city council finds that the proposed development will substantially advance the policies of the comprehensive plan.

2. Calculation of system development charge credits for water or sewer shall be separate, that is, not interchangeable or counter balancing toward one another; and

3. The credit against the SDC shall apply only to the parcel that the existing or prior water service or sewer connection serves; and

4. No refunds shall be allowed for credits which exceed the amount of the SDC for which an application for connection is made.

~~F.~~E. *Credit for System Improvements.* The director will consider requests for project participation by the city for the construction of water and/or sewer extensions or local improvement districts, in the form of a credit against the system development charge (SDC) for system improvements. The restrictions in subsections ~~(E)~~(D)(2), ~~(E)~~(D)(3) and ~~(E)~~(D)(4) of this section shall apply to any SDC credits. Consideration may be given when the improvements meet one of the following criteria:

1. There is a high economic return to the utility. A project will qualify for consideration under this criterion when the following equation is true:

2 x (City Participation Costs) < 1st Year of Estimated Revenue from SDCs

2. There is future city cost avoidance, such as installing utilities in advance of new road construction.

3. Master plan sizing is required under VMC 14.04.280(B) and the pipe size required is 12 inches or larger in diameter.

~~G.~~F. *Administration.* The director is authorized to establish rules and regulations consistent with this title, for the express purpose of interpretation and administration of this title.

~~H.~~G. *Additional Fees Permitted.* The city reserves the right to maintain, develop and impose other charges as may be found necessary for the support and improvement of the water-sewer system.

~~I.~~H. *System Development Charge Schedule.* The following system development charge schedule shall be used to determine the connection fees for new connections and expanded use or conversion of use:

1. *Water System Development Charge.* The system development charge for all types of use except multifamily shall be based upon the meter equivalent size of the water meter serving the premises without regard to type of use as follows:

Effective January 1, 2023

One meter equivalent size (MES)	$3,410.00

The water system development charge for each unit of a multifamily dwelling shall be 57 percent of the system development charge for a single-family dwelling.

2. *Sewer System Development Charge.* The system development charge shall be based upon equivalent dwelling units (EDU) as follows:

a. Charge per equivalent unit:

Effective January 1, 2023

One meter equivalent	$3,396.00

The sewer system development charge for each unit of a multifamily dwelling shall be 70 percent of the system development charge for a single-family dwelling.

b. Distribution of equivalent dwelling units shall be as set forth in Table 14.04.235.

Table 14.04.235.

Type of Unit	Unit	EDU Per Unit
I. Residential		
1. Single-family residential (including condominium)	Each	1.00
2. Multifamily dwelling	Each dwelling unit	0.70

Type of Unit	Unit	EDU Per Unit
3. Mobile home park	Space	1.00
4. Living group with shared kitchen and bath facilities	Bed	0.33
II. Nonresidential		
5. Hotel, motel, resort		
a. Without kitchen	Room	0.40
b. With kitchen	Room	0.60
6. Schools		
a. Day (nonresidential)		
i. Grades 13 and up (post-secondary)	25 students (FTE)	1.00
ii. Grades 9 through 12 (high)	25 students	1.00
iii. Grades K through 8 (elementary)	50 students (ADA)	1.00
b. Board (residential)	Student (ADA)	0.50

Type of Unit	Unit	EDU Per Unit
7. Churches, lodges, club houses, theaters		
a. Without kitchen facilities	100 seats	0.90
b. Kitchen facilities (added to the amount calculated for seating)	Each	0.60
8. Institutions		
a. Medical hospitals	Bed	1.00
b. Convalescent/rest homes	Bed	0.60
9. Restaurant, lounge, tavern		
a. Full service (indoor seating)	12 seats	1.00
b. Fast-food or tavern (indoor seats)	12 seats	1.00
c. Fast-food without seats		1.00

Type of Unit	Unit	EDU Per Unit
10. Commercial and industrial		(2)
a. Commercial and dry industrial		
b. Special commercial		
i. Laundries (commercial)		
ii. Car wash		
iii. Laundromat (self service)		
c. Service stations and garages		(3)
d. Wet industry		
11. Irrigation systems		(4)
12. Noncontact cooling water systems		(4)

Notes to system development charge schedule:

1 Restaurants, lounges or taverns located within a main commercial or industrial building shall be charged a separate SDC, in addition to the SDC for the main building.

2 Fast-food restaurants without seats (9c) and commercial and industrial uses (10a through 10c) shall be charged system development charges, based upon water meter equivalent size (MES).

3 System development charges for any wet industrial use (10d) shall be based on a separate engineering study by the director. Such study shall assess the utility's actual costs to serve the specific use, but shall not be less than if calculated as a commercial or dry industrial use (10a).

4 Irrigation meters (11) and noncontact cooling water (12) shall be charged system development charges for water only.

The fees within this subsection I shall be increased annually in accordance with VMC 3.08.100, beginning on January 1, 2024. City council may increase fees periodically above and beyond the requirements of VMC 3.08.100 if it is deemed that the consumer price index is not keeping pace with construction cost increases or an updated rate study finds that an increase in system development charges is recommended.

~~J.~~I. *Determination of SDC for Other Uses.* Other establishments not defined specifically in this chapter shall be determined on a specific use basis, consistent with the criteria of this section.

~~K.~~J. *Combined Uses.* Developments which include a combination of two or more uses as defined in this chapter shall be charged system development charges based on the summation of SDC calculated on each separate use.

~~L.~~K. *System Development Charge Capital Surcharge.* In lieu of paying a sewer system development charge prior to connection ~~as required~~ pursuant to subsection ~~C~~B of this section, any new nonresidential sewer customer that uses the equivalent of 50 EDUs per month or less of capacity may apply for the option to pay a higher monthly sewer service user charge that includes a capital surcharge equivalent to the carrying cost of sewer capacity recovered through the sewer system development charge. In calculating and administering the applicable SDC capital surcharge, the department will generally use the methodology for sewer connection fee installment contracts described in VMC 14.04.240. ~~The system development charge capital surcharge program is voluntary. As such no customer may remain on the program for longer than 10 years. After 10 years the sewer customer shall pay the entire SDC as originally calculated or request an extension in writing from the director.~~ The city reserves the right to record a notice against the title for any property owner who has agreed to participate in this program. ~~Any nonresidential customer authorized by the city to pay the sewer capital surcharge rate may elect to return to the standard sewer service user charge by paying in full the sewer system development charge at the rate in effect as of the date of the election.~~

14.04.236 In-city rates for some property – When.

Property in any area for which city council per RCW 35.13.125 has accepted a 10 percent annexation petition, which property receives city water or sewer service, shall receive such service at the in-city utility rates for the next six months after such acceptance; provided, that the city council specifically approves such rates at the time it accepts a 10 percent annexation petition. Thereafter, city council by motion may continue such in-city rates or it may discontinue them.

14.04.237 In-city rates for property outside city – When.

For property outside the city limits for which a 10 percent annexation petition has been accepted by city council under RCW 35.13.125, connection charges computed under VMC 14.04.235 shall be at the inside city limits rates for the six-month period so provided in VMC 14.04.236.

14.04.240 Sewer connection fee installment contract.

Any person who has a sewer available to their property but who on the date of their application to connect to a sewer is using a subsurface sewage disposal system and/or any person whose property is included in a sewer LID established after the effective date of the ordinance codified in this section, may, in either case, enter into a written installment contract with the city on a form approved by the city attorney and signed for the city by the director or their designate. Such contract shall include or incorporate the legal description of the property, be signed by the owner of the property and provide for the property owner to pay their connection fee (systems development charge computed under VMC 14.04.235) as specified in the contract over a term of ten years in annual installments or as may be provided in the contract. Such contract shall provide for interest to be paid at the rate shown for revenue bonds in the then most recent Revenue Bond Chart issued weekly as the "Municipal Bond Index Merrill Lynch 500," plus one percent. Such interest shall be computed and compounded annually on the unpaid balance. Such contract shall provide that the property owner may at any time pay off such contract without penalty and shall provide that upon any sale or transfer of ownership of the

property the contract shall become due and be paid in full. Such contract shall provide that the property owner shall pay off such contract upon any future land division, prior to final plat approval. Such contract shall be filed by the city with the county auditor. Delinquent payments under such installment contracts shall be a lien upon the described property as provided in RCW 35.67.200, enforceable in accordance with RCW 35.67.220 through 35.67.280 , and as an additional or concurrent method of enforcement, water service to the property may be terminated in accordance with RCW 35.67.290 until the delinquent payments have been paid. Upon full payment of the contract the director of financial and management services or their designate shall execute and mail to such property owner a release of such lien. The interest shall be the only compensation to the city for its administrative costs.

The provisions of this section are only to provide an alternative for eligible property owners and they may choose to pay such fee in cash.

In any local improvement district approved by ordinance after the effective date of the ordinance codified in this section, such a contract may be entered into with any property owner in the LID and shall provide for payments to be made annually at the same time as payment of the LID assessment or as is otherwise provided in such contract, but such contractual obligation shall not be a part of the assessment nor be included in the assessment roll.

14.04.241 Water connection fee installment contract.

Any person who has water available to their property but who on the date of their application to connect to the city water system is using well water and/or any person whose property is included in a water LID established after the effective date of the ordinance codifying this section, may, in either case, enter into a written installment contract with the city on a city attorney approved form and signed for the city by the city manager or their designee. Such contract shall include or incorporate the legal description of the property, be signed by the owner to pay their connection fee (systems development charge computed under VMC 14.04.235) as specified in the contract over a term of ten years in annual installments or as may be provided in the contract. Such contract shall provide for interest to be paid at the rate shown for revenue bonds in the most recent Revenue Bond Chart issued weekly as the "Municipal Bond Index Merrill Lynch 500", plus one percent. Such interest shall be computed and compounded annually on the unpaid balance. Such contract shall provide that the property

owner may at any time pay off such contract without penalty and shall provide that upon any sale or transfer of ownership of the property the contract shall become due and be paid in full. Such contract shall be filed by the city with the county auditor. Delinquent payments under such installment contracts shall be a lien upon the described property as described in RCW 35.67.200, enforceable in accordance with RCW 35.67.220 through 35.67.280 , and as an additional or concurrent method of enforcement, water service may be terminated in accordance with RCW 35.67.290, until the delinquent payments have been paid. Upon full payment of the contract, the city manager or their designee shall execute and mail to such property owner a release of such lien. The interest charged shall be the only compensation to the city for its administrative costs.

The provisions of this section are only to provide an alternative for eligible property owners and they may elect to pay the entire connection charges at the time of application for connection to the city water system.

In any local improvement district approved by ordinance after the effective date of the ordinance codified in this section, such contract may be entered into with any property owner in the LID and shall provide for payments to be made annually at the same time as payment of the LID assessment or as is otherwise provided in such contract, but such contractual obligation shall not be part of the assessment nor be included in the assessment roll.

14.04.242 Recording fees.

A. A document recording fee will be collected in advance of any document needing to be recorded for the purposes of water, sewer, and/or stormwater construction and/or connection. The fee shall equal the costs incurred by the City for recording the document with the Clark County Auditor's office.

14.04.250 Fire hydrants.

A. *Fire Hydrants – City Ownership.* All public fire hydrants with their gate valves, tees and connections from the mains shall, when inside the city, be installed, owned, maintained and used only by the various departments of the city, or may be used by a fire district when acting

under an agreement with the city. The city shall solely be responsible for the costs of installation and maintenance of hydrants inside the city limits, except that in newly developed parcels of land and subdivisions the costs of installation shall be borne by the property owner. All hydrants, whether inside or outside the city limits, are to protect the public safety and are not to protect any specific property or class. The city shall never be liable for any failure or refusal to install any hydrant or for the failure of any hydrant to perform as designed. If the city is unable to supply water within or without the city for the prevention or suppression of fire, the city will in no manner be liable for damages by reason of any such failure to any patron of the water system, or to any person or persons whose property may have been damaged or destroyed by fire. Any duty created by this ordinance is a general duty running in favor of the public.

B. *Fire Hydrants – Outside City.* The city may install such hydrants outside the city in areas in which the city provides water service as the applicable fire district finds necessary if consistent with the fire plans for such areas; provided, no hydrant shall be installed except with the prior written concurrence of the city fire chief. The city shall solely be responsible for the costs of installation and maintenance of hydrants except that in newly developed parcels of land and subdivisions the costs of installation shall be borne by the property owner. All hydrants, whether inside or outside the city limits, are to protect the public safety and are not to protect any specific property or class. The city shall never be liable for any failure or refusal to install any hydrant, or for the failure of any hydrant to perform as designed. If the city is unable to supply water within or without the city for the prevention or suppression of fire, the city will in no manner be liable for damages by reason of any such failure to any patron of the water system, or to any person or persons whose property may have been damaged or destroyed by fire. Any duty created by this ordinance is a general duty running in favor of the public.

14.04.260 Automatic sprinkler systems for fire protection services.

A. *City Installation.* Upon application of any customer installing an automatic sprinkler system for fire protection service only, the department shall permit laying of service lines to the affected property line. Such installations shall be made in accordance with city standards and shall be approved prior to connection to the building.

B. *Meters not Required.* A meter shall not be required on such automatic sprinkler system installed for fire protection service, provided that there is an approved backflow assembly and a water motorized flow alarm on sprinkler system pipes going into the building and that no water is drawn from such service for any purpose other than firefighting. Customers shall report water use volume for any nonfirefighting related purposes and shall be charged at the applicable customer class rate of their primary domestic service. No fire protection monthly base user charge will be made for customers receiving separate metered domestic water to the structure or property served. Customers not receiving domestic metered water shall be charged the minimum monthly user charge based upon the size of the fire service line in accordance with rates in VMC 14.04.210(A)(1), in addition to any reimbursement or main line fees. This subsection shall not apply to single-family residential structures; all single-family residential fire protection services shall be metered.

C. The department requires that all new single-family dwelling residential structure combination domestic/fire sprinkler service and meters be served by a minimum one-inch service and one-inch meter. The customer is required to pay all fees to construct said one-inch service and one-inch meter and all applicable main charges. The monthly customer charge will be at the standard charge for a one-inch meter as set forth in VMC 14.04.210(A)(1).

D. If a residential customer has an existing three-quarters-inch by five-eighths-inch service and meter that shows inadequate flow capacity, the customer will be required to pay the additional fees to retire the three-quarters-inch service and install a new one-inch service. The monthly customer charge will be at the standard charge for a one-inch meter as set forth in VMC 14.04.210(A)(1).

E. *Meter Bypass.* The department may at any time place a small meter bypass around the main gate valve to detect leakage or unauthorized use of water.

F. *Repairing Defective Equipment.* Immediately upon notice from the department, the customer shall repair or replace any defective piping and cease unauthorized use of water.

G. *Service Termination on Failure to Comply.* For failure of the customer to comply with the rules and regulations as directed, the department may terminate the service and render an estimated bill for the water used or wasted, and may install a meter in the service at the customer's expense and charge thereafter at the regular rate for metered service.

H. *Liability in Fire.* The city shall not be held responsible or liable for any fire loss or damage of any nature directly or indirectly caused by the condition of the customer's fire mains or other apparatus, by flow or fluctuating pressure, by amount of water available, or by shutoff for nonpayment, to make tests or to enforce rules.

14.04.265 Automatic sprinkler systems for fire protection purposes – Unmetered water connections – No charge.

Unmetered water connections for automatic sprinkler systems for fire protection purposes which meet the requirements of VMC 14.04.260 (that is, where the alarm system is connected to a fire alarm system and there is an approved backflow assembly and a water motorized flow alarm on the alarm system), shall be furnished with water for fire protection and firefighting purposes only at no charge.

14.04.270 Polluting or obstructing water supply.

A. *Polluting Water.* It is unlawful for any person to bathe in, fish in, or throw any substance into any reservoir or standpipe, or to place any foreign substance upon any ground belonging to or under the control of the water supply system of the city of Vancouver.

B. *Obstructing Access.* It is unlawful for any person to obstruct the access to any fire hydrant by placing around, thereon, or within 20 feet thereof, any stone, brick, lumber, dirt, rubbish or other material, or to open or operate any fire hydrant, or to draw or attempt to draw water therefrom, or to willfully or carelessly injure the same. Property owners shall maintain a three-foot minimum landscaping clearance around fire hydrants.

14.04.280 Procedure for extending mains.

A. *Size of Main Extensions.* All sewer and water main extensions installed whether within or without the corporate limits of the city shall be eight inches in diameter or larger unless otherwise authorized by the director; provided, the director may require the main extensions to

be larger than eight inches if it appears that the water and/or sewer needs of the area will require larger mains within the expected life of the main.

B. *Design Criteria.* Proposed water and sewer lines must be designed in accordance with master plan sizes, elevations, alignments, and capacities as found necessary by city staff for overall system development and network extensions.

C. *Development Extension Criteria.* Developing properties must at a minimum extend utility lines to the site, across the property frontage, and through the property, to allow connection and also to allow extensions for the development of adjacent parcels. Additional off-site work may be required at the department's discretion to provide an off-site sewer line extension, or looped water main for water quality, fire protection, or system redundancy purposes. All development main extensions must be made from existing public mains.

D. *City Participation Criteria.* The director will consider requests for project participation under the conditions of VMC 14.04.235(F) whereby SDC credits may be granted. In addition to SDC credits, the director may instead, under the same criteria as for SDC credits, authorize the contribution of city-supplied materials.

E. *Customer Expense.* All new mains and all new extensions of mains required to serve new customers shall be laid at the expense of the customers. The cost of such mains shall be assessed either by the formation of a local improvement district under Chapter 35.50 RCW, as applicable, or in lieu of formation of such district such new customers may pay to the city in cash the actual costs of the pipes, valves and fittings to be installed and the actual costs of the mains to be installed, according to the records which shall be kept by the city.

Anyone later desiring to connect a house or building to a main which has been constructed or extended by the city by means other than by formation of a local improvement district may do so only upon payment to the city, in addition to normal connection charges, of a "main line fee." Said fee shall have been computed by the director upon completion of construction of the main by dividing the cost thereof by the number of parcels of property and considering the linear feet of each such parcel which in their opinion could connect thereto either at the time of construction or later. Said fee shall be filed in the office of the department of public works and be a public record. When applicable, the "main line fee" must be paid in cash prior to connection to the main. The cost for each customer shall be ratable and computed in proportion to the whole cost according to the entire number of continuous linear feet of

frontage owned by the customer which abuts upon the street, alley or easement in which the main lies or by some other equitable method selected by the director.

F. *Terms of Payment.* The charge mentioned in subsection E of this section is in addition to any other new tap, service line, or connection charge and either must be paid in full in cash or by LID warrants before such customer shall receive water service.

G. *Requirement to Install Larger Main.* If in the judgment of the city it is to the best interests of the city and of the general locality where a new main is contemplated to install a larger main than that needed by the owners immediately abutting upon the street, alley or easement in which the main is to be placed, the city may require installation of such larger main and shall with the director's approval pay the increased difference in cost between installation of the smaller and of the larger main or supply the pipe or apply SDC credits.

H. *Development Agreement.* The city may enter into a development agreement pursuant to RCW 36.70B.170 under which a developer will construct water or sewer facilities to serve an area in which the development is located and the expense of such facilities may be reimbursed by the city through system development charge (SDC) credits pursuant to VMC 14.04.235. Anyone later desiring to connect to and use facilities constructed pursuant to such a development agreement may do so only upon payment to the city of normal connection charges. This must be paid in full in cash before such customer shall receive water or sewer service.

I. *Supervision of Connection.* The department shall not connect to or provide service to any main or pipe unless that pipe was installed under the supervision of the department engineer and approved in writing with the consent of the state health department.

J. *Conditions for Approval.* The director shall not grant such approval if the main or pipe be of inferior material or improperly constructed or likely to produce future difficulties for the department through complaints of insufficient supply or pressure, leakage or waste.

K. *Meter Accessibility.* The department shall not connect to or provide service to any main unless that pipe was installed in a public road or alley in such manner that each and every meter shall be easily accessible to the meter reader.

L. *Quality of System.* In the interest of development of desirable districts the department shall not supply nor connect to its own or by private line any recorded or unrecorded subdivision or

part thereof hereafter laid out, inside or outside the city limits, unless the plat or plan of same is substantially equal in standard to that adopted by the city of Vancouver of suburban areas.

M. *Negotiating Contract.* If the foregoing regulations are complied with, and not otherwise, the department may negotiate the terms of a contract (to be approved by the city attorney and accepted by the council) for the supply of water through lines owned by others. Such supply may be at wholesale rates through a single meter or through individual service meters owned by the city. Such contract shall specify that the prevailing schedule or rate shall apply. If the supply is through individual meters, a percentage of the annual total of bills for water sold through such a system may under such contract be paid annually in one sum to the owners thereof to amortize the purchase of the system.

N. *Easement Requirements.* When public sanitary sewer and water mains are extended outside of public rights-of-way to serve new development, the mains shall be extended in easements dedicated to the city of Vancouver. The minimum easement width for a single utility main is 15 feet. Two utilities require a minimum 20-foot-wide easement. Obstructions, including fences and other structures, shall not be placed over grantee's facilities or in, upon, or over the property within such an easement without the prior written consent of the city of Vancouver. An access easement shall also be dedicated to the city of Vancouver to provide proper access to the sewer and water easement location and infrastructure for maintenance. The development shall be responsible for constructing maintenance access roads to and through the easements in accordance with the department's standard details.

14.04.285 Water and sewer reimbursement contracts.

A. *Purpose.* The purpose of this section is to implement the authority for water and sewer reimbursement contracts granted to municipalities under the most current version of Chapter 35.91 RCW, the Municipal Water and Sewer Facilities Act. This section shall be interpreted in a manner that is consistent with the purposes and provisions of the most current version of Chapter 35.91 RCW, the Municipal Water and Sewer Facilities Act.

B. *Delegation of Authority.* The city council of the city of Vancouver, as the governing body of the city of Vancouver, hereby delegates its authority to enter into and administer water and sewer reimbursement contracts under Chapter 35.91 RCW to the Vancouver city manager or

designee. This authority shall include the ability to establish policies and procedures, including setting fees that are reasonable and proportionate to the total expenses incurred by the city in complying with this section.

C. *General Description of Water and Sewer Reimbursement Contracts.* Under the conditions and provisions set forth in this section, the city will enter into a water and/or sewer reimbursement contract with the owner of real estate for the construction or improvement of water or sewer facilities that the owner elects to install solely at the owner's expense. The contract will provide for the pro rata reimbursement to the owner or the owner's assigns for a period of 20 years from latecomer fees received by the city from property owners who subsequently connect to or use the water or sewer facilities, but who did not contribute to the original cost of the facilities.

D. *Conditions Required for Entering Into Contract.* The city must enter into a water or sewer reimbursement contract when all of the following conditions are met:

1. *General Conditions.*

a. The owner must submit a request for a contract to the city prior to approval of the water or sewer facility for final acceptance by the city.

b. The water or sewer facilities subject to a contract under this section must be in locations where the city's ordinances require the facilities to be improved or constructed as a prerequisite to further property development.

c. Water or sewer facilities improved or constructed in accordance with this section must be located within the city's corporate limits or within 10 miles outside of the city's corporate limits.

d. The contract shall be filed and recorded by the city with the Clark County auditor. The provisions of the contract may not be effective as to any owner of real estate not a party thereto unless the contract has been recorded in the office of the Clark County auditor prior to the time the owner taps into or connects to the water or sewer facilities.

e. The requirement for the city to contract with an owner of real estate for the construction or improvement of water or sewer facilities under this section is only applicable if the facilities are consistent with all applicable comprehensive plans and development regulations of the city. Determination of such consistency will be made

by the city community and economic development department during the development review process.

2. *Conditions Related to Water or Sewer Facilities.* In order to be eligible for a water or sewer reimbursement contract under this section, the water or sewer facility must connect to the city system. Connection of water and sewer facilities to the city system must be conditioned upon compliance with all of the following:

a. Compliance with all requirements of VMC 14.04.280, procedure for extending mains, and VMC 14.08.040, conditions for permit issuance;

b. Construction of the water or sewer facility according to plans and specifications approved by the city;

c. Inspection and approval of the water or sewer facility by the city;

d. Transfer to the city of the water or sewer facility, without cost to the municipality, upon acceptance by the municipality of the water or sewer facility;

e. Full compliance with the owner's obligations under the contract and with the municipality's rules and regulations;

f. Provision of sufficient security as required by the city to ensure completion of the water or sewer facility and other performance under the contract;

g. Payment by the owner to the municipality of all of the city's costs associated with the water or sewer facility including, but not limited to, engineering, legal, and administrative costs; and

h. Verification by the owner, and approval by the city, of all contracts and costs related to the water or sewer facility, as follows: Within 120 days of the completion of a water or sewer facility, the owners of the real estate must submit the total cost of the water or sewer facility to the city. This information must be used by the city as the basis for determining reimbursements by future users who benefit from the water or sewer facility, but who did not contribute to the original cost of the water or sewer facility.

E. *Contract Requirements.* A standard form of water or sewer reimbursement contract will be provided by the city to the owner, containing such contract provisions as required by the city.

The contract shall be filed and recorded by the city with the Clark County auditor. The contract shall include, at a minimum, the following mandatory provisions.

1. The contract will provide for the pro rata reimbursement to the owner or the owner's assigns.

2. The contract will be in effect for 20 years from the date of its filing for recording by the city.

3. The reimbursements must be received by the city within the period of time that the contract is effective.

4. The contract will set forth the reimbursement obligation as calculated by the city for each affected parcel for a portion of the costs of the water or sewer facilities improved or constructed in accordance with the contract. The amount of the total reimbursement obligation under the contract is limited to the dollar amount verified and approved as costs related to the water or sewer facility.

5. The reimbursements will be paid from latecomer fees received by the city from property owners who subsequently connect to or use the water or sewer facilities, but who did not contribute to the original cost of the facilities. All latecomer fees received by the city within the period of time that the contract is effective shall be paid out by the city under the terms of its contract within 60 days after receipt thereof.

6. The contract will include a provision requiring that every two years from the date the contract is executed a property owner entitled to reimbursement under this section provide the city with information regarding the current contact name, address, and telephone number of the person, company, or partnership that originally entered into the contract. If the property owner fails to comply with the notification requirements of this subsection within 60 days of the specified time, then the city may collect any reimbursement funds owed to the property owner under the contract. The funds collected under this subsection must be deposited in the capital fund of the city.

F. *Payment of Reimbursement Obligation a Condition of Facility Use.* No person shall be granted a permit or be authorized to tap into or use any such water or sewer facility without first paying to the city, in addition to any and all other costs and charges made or assessed for such tap or

connection, or for the water lines or sewers constructed in connection therewith, the fair pro rata charge above referred to, computed under such contract for the parcel of land.

G. *Nonliability of City.* Nothing in this section creates a private right of action for damages against the city for failing to comply with the requirements of this section. The city, its officials, employees, or agents may not be held liable for failure to collect a latecomer fee unless the failure was willful or intentional. Failure of the city to comply with the requirements of this section does not relieve the city of any future requirement to comply with this section.

H. *Separate Obligation for Additional Charges.* Nothing in this section prevents the city from collecting amounts for services or infrastructure that are additional expenditures not subject to the ordinance, contract, or agreement, nor does it prevent the collection of fees that are reasonable and proportionate to the total expenses incurred by the city in complying with this section.

SECTION 2. Chapter 14.08 of the Vancouver Municipal Code is amended as follows:

Chapter 14.08
CONNECTION TO PUBLIC SEWERS

14.08.010 Permit required.

No person shall make or cause to be made or maintain any sewer connection with any sewer of the city or with any sewer which is connected directly or indirectly with any sewer of the city of Vancouver without first having obtained a permit to do so.

14.08.011 Inspection and approval.

All work done under a permit issued pursuant to this chapter shall be subject to the inspection and approval by the director or designee, and the work shall not be deemed completed until it has been inspected and approved as satisfactory.

14.08.015 Sewer availability.

For the purposes of Chapter 14.04 VMC and this chapter, a sewer is available if one is within 200 feet of the nearest property line for existing structures. Sewer is available if one is within 300 feet of the nearest property line for new structures.

14.08.020 Application – Fee.

Application for any such permit shall be made to the department of public works upon a form to be provided by the city. A fee of $25.00 for each connection shall be paid by the applicant. All work shall be done and inspection of the work shall be made in accordance with the plumbing code of the city of Vancouver.

14.08.040 Conditions for permit issuance.

The following subsections relate to proper payment of connection charges by persons connecting to a sewer constructed by any means other than a local improvement district (LID) for which such property was assessed:

A. As a condition precedent to issuance of a permit to connect any premises to any sewer or water facility constructed as part of a local improvement district for which the applicant's property was not assessed, the applicant shall pay the system development charge and a sum equal to the amount that would have been assessed against such property if it had been included in such LID regardless of other provisions of Ordinance M-2267.

B. As a condition precedent to issuance of a permit to connect any premises to a sewer or water facility constructed by a developer under a reimbursement contract pursuant to a contract with the city under VMC 14.04.285, as amended, the applicant shall pay a system development charge and the fee provided for in the reimbursement contract.

C. As a condition precedent to issuance of a permit to connect any premises to a sewer or water facility constructed by a developer pursuant to a development agreement with the city under VMC 14.04.280, as amended, the applicant shall pay a system development charge.

D. As a condition precedent to issuance of a permit to connect any premises to any sewer constructed by the applicant, through the developer extension process, to serve the applicant's property, the applicant shall pay a system development charge.

E. As a condition precedent to issuance of any permit to connect any premises directly to any trunk or interceptor sewer, the applicant shall be required to pay, in addition to the system development charge, the following trunk line fee:

1. If standard construction which involves any pavement removal or replacement, a sum equal to the amount that would have been assessed against such property in such LID using the zone and termini average cost of sewer LIDs imposed in the two previous years in which the trunk to which such connection is permitted had been constructed;

2. If construction did not involve pavement removal and replacement, a figure equal to 83 percent of such LID figure;

3. If construction did not involve the installation of sewer laterals, a figure equal to 83 percent of such average LID cost;

4. If no construction of sewer laterals was involved, and removal and replacement of pavement was also not required, a figure equal to 66 percent of such average LID cost.

F. As a condition precedent to issuance of a permit to connect a new service lateral to an existing public sanitary sewer main any existing laterals not used will be properly abandoned. The property owner is responsible for all costs to abandon the existing service that will not be used. If City staff performs the work to abandon the existing service at the main, with a repair liner, or another method, the property owner will be invoiced based on time and materials for the work performed, and the invoice must be paid within 30 days from issuance. Any work to abandon the service lateral outside the right-of-way will be the responsibility of the property owner and will not be completed by the City staff.

An estimate of costs can be provided to the property owner prior to any work being completed by City staff.

14.08.041 Contract in lieu of connection fee for industrial sewer customers.

Any new or potential industrial sewer customer who wishes to reserve treatment plant capacity may, in lieu of paying connection fees set forth in VMC 14.08.040, enter into a contract or contracts with the city to reserve such capacity. Such contract shall be approved as to form by the city attorney and shall not be entered into except upon a finding by the director that the capacity to be reserved either is or will be available for such customer. Such contracts shall provide that such customer, after the effective date of the agreement, shall make monthly payments of its proportionate share of capital improvements made to the system, and its proportionate share of capital improvements to be made to the system within the term of the contract as are necessary for the system to treat sewage produced or to be produced by such customer during the contract term, and its proportionate share of base operation and maintenance costs, as defined in VMC 14.12.010, Ordinance M-1977, and as are set and agreed to in said contract.

14.08.050 Separate connections by tee- or wye-branch required.

It is unlawful for any person to make or cause to be made any individual connection to a city sewer unless such connection is made by means of a tee- or wye-branch, using city-approved methods and materials. Every main building shall be separately connected to the public sewer unless otherwise approved by the director. Each unit within a main building that is of separate ownership shall be separately connected to the public sewer unless otherwise approved by the director. A private garage, out-building or accessory dwelling unit located on the same property may have its plumbing connected to or with the plumbing of the main building if approved by the director.

14.08.061 Sewer incentive fund – Established.

There is established a new fund designated the sewer connection incentive fund. The sum of $600,000 is provided to be paid the sewer connection incentive fund from moneys presently in the water/sewer fund which are proceeds of fees paid since 1979 by property owners who have

a city sewer available to their property but who have not been connected to it. Such fees have been imposed by the city, pursuant to city ordinances codified as Sections 14.08.015 and 14.08.035 of this code and to state statute codified as RCW 35.67.190. Such fees shall be discontinued effective January 1, 1999, pursuant to Sections 1 and 2 of the amendatory ordinance. The city may pay such additional water sewer fund moneys into said sewer connection incentive fund as council finds necessary from time to time to accomplish the program's purposes as set forth in VMC 14.08.062 and in Section 5 of the amendatory ordinance codified as VMC 14.08.064.

14.08.064 Sewer connection incentive fund – SCIP Phase II.

Sewer Connection Incentive Program Phase II (SCIP II) funds shall be spent only for the purposes authorized in subsection A of this section, in conformity with the eligibility criteria set forth in subsection B of this section, subject to the priorities set pursuant to subsection C of this section, and subject to the deferral criteria set forth in subsection D of this section. For purposes of this section, "existing single-family residential property" shall mean the property on which a conforming single-family residence is situated as of the effective date of the ordinance codified in this section.

A. *Authorized Expenditures.* Moneys in the sewer connection incentive fund established in VMC 14.08.061 shall be spent only for the following purposes under the Sewer Connection Incentive Program Phase II (SCIP II):

1. To finance a system development charge imposed by VMC 14.04.235 upon an existing single-family residential property or a property that uses 50 EDUs of sewer capacity or less.

2. To finance city sewer main line fees for city-extended sewers outstanding pursuant to VMC 14.04.280(E) for an existing single-family residential property or property that uses 50 EDUs of sewer capacity or less, subject to the following limitations and conditions:

a. In the case of main line fees for the city's sewer line construction costs related to the 60th Street sewer and the Northgate sewer, such funds may be spent to pay any costs of main line fees for sewer line construction for such projects in excess of $3,424.

b. In the case of main line fees for city-extended sewer projects constructed after the effective date of the amendatory ordinance codified in this chapter, and notwithstanding the provisions of VMC 14.04.280(B), there shall be a maximum guaranteed main line fee assessed for single-family residences accepted into SCIP Phase II based on the sewer construction costs for a single-family residential lot with a nominal 75-foot frontage served by a standard eight-inch sewer, installed at a typical depth of nine feet, in residential street paving. The fee maximum calculation shall be made by the director or designate using latest cost factors.

c. In the event any main line fee for a single-family residential property accepted into SCIP Phase II calculated pursuant to VMC 14.04.280(E) exceeds the main line fee calculated pursuant to subsections (A)(2)(a) or (A)(2)(b) of this section, the excess main line fee shall become a lien on the property which shall become due and payable upon final approval for any further short platting or subdivision of the property. Any financing contracts executed after January 1, 2013, under SCIP II associated with the original parcel (prior to development) shall be paid in full prior to final plat approval.

d. The maximum guaranteed main line fee as calculated in subsection (A)(2)(b) of this section will be available to a single-family residence up to two years after the project's public sewer is available for connection. After two years the main line fee will be raised to the actual per lot cost or the guaranteed main line fee for that year in which connection is being sought, whichever is less.

e. Payment of the sewer main line fee is not allowed unless the appropriate applications and permits are also completed for connection of the parcel to the public sewer.

f. Properties, other than single-family residential, that use 50 EDUs of sewer capacity or less shall be required to pay the actual sewer main fee for the SCIP II associated with that parcel and shall not be eligible for the maximum guaranteed main line fee as calculated in subsection (A)(2)(b) of this section.

3. To finance payment of any sewer reimbursement contract outstanding under VMC 14.04.285.

4. To finance the actual costs to any owner of an existing single-family residential property or a property that uses 50 EDUs of sewer capacity or less to connect the property to a city

sewer lateral and to pay for the costs of abandonment of the septic system for the property as documented by an invoice from a licensed plumber.

5. To finance the costs of payment deferrals of system development charges, main line fees, and sewer reimbursement contracts, and actual on-site sewer connection and septic decommissioning costs for the owner/occupants of existing single-family residences who are found to be economically disadvantaged, subject to the deferral criteria and standards set forth in subsection D of this section.

B. *Eligibility for SCIP II.* Payments and waivers as set forth in subsection A of this section shall be made only subject to the following eligibility criteria:

1. The property is an existing single-family residential property.

2. The property is a property that uses 50 EDUs of sewer capacity or less.

3. The property is on a septic or other on-site sewage disposal system and is not connected to sewer or a substandard connection is being corrected.

4. The property has sewer available as defined by VMC 14.08.015 whether constructed by the city or by a developer.

5. The applicant for financial assistance is the owner of the property.

6. The applicant enters into an agreement with the city that the applicant will connect to the city sewer within 180 days of execution of the agreement and that the use of the septic tank or other on-site sewage disposal system will immediately cease upon connection of the property to sewer and that such on-site system will immediately be properly treated and terminated.

7. The applicant pays all application and permit fees pursuant to VMC 14.08.020.

8. The applicant enters into loan and security agreements with the city providing for repayment and financing of the SCIP II funds expended for the property and for any excess main line fees calculated pursuant to subsection (A)(2)(c) of this section. Such agreements shall provide that the applicant at any time may elect to pay the debt in full together with accrued interest. For contracts executed after November 1, 2012, repayment shall be due upon sale or transfer of the benefited property, and shall be paid prior to final plat approval if the property is subdivided.

C. *Prioritization Criteria.* The director or designate shall develop administrative criteria for prioritizing selection of projects and applications for assistance under SCIP II taking into consideration:

1. Projected risks to water resources.

2. Viability of existing septic systems in an area or particular property.

3. Coordination with roadway and other utility projects.

4. Total cost of connection.

5. Other available resources for sewer construction and connections.

D. *Deferrals.*

1. *Eligibility.* An economically disadvantaged applicant for SCIP II funds under this section may defer repayment installments for sums advanced from the sewer connection incentive fund pursuant to this section up to 80 percent of the amount of the applicant's equity value in the existing residential property which is benefited by such sewer connection incentive fund monies, and collection of installments for repayment of such funds may be deferred, upon application to the director of financial and management services for a deferral certificate; provided, that the director or his or her designate finds all of the following:

a. The applicant has, at the time of application, an ownership interest in the existing residential property which is subject to repayment for the allowable costs set forth in subsection A of this section;

b. The applicant resides in such residence and the property is used for residential use only;

c. The applicant is economically disadvantaged as defined by this section.

d. Each certificate shall be for no longer period than one year, with provision for annual reviews of continued eligibility; and provided further, that no deferral certificate period so granted shall extend beyond the term of the loan and security agreements entered into by the applicant for repayment and financing of SCIP II funds.

2. *Definitions.* As used in this section, except where the context clearly indicates a different meaning:

"Applicant" means a person who applies to defer repayment of installments of funds from the sewer connection incentive fund which benefit the applicant's existing single-family residence by filing an application for a certificate of deferral as provided by this section. When two or more individuals of a household file or seek to file a certificate of deferral, they may determine between them as to who the applicant shall be.

"Combined disposable income" means the disposable income of the person applying for the deferral, plus the disposable income of their spouse, and the disposable income of each co-tenant occupying the residence for the calendar year, less amounts paid by the person claiming the exemption or their spouse during the calendar year for:

a. Drugs supplied by prescription of a medical practitioner authorized by the laws of this state or another jurisdiction to issue prescriptions; and

b. The treatment or care of either person received in the home or in a nursing home.

"Co-tenant" means a person who resides with the applicant for the deferral and who has an ownership interest in the residence.

"Disposable income" means adjusted gross income as defined in the federal Internal Revenue Code, as amended prior to January 1, 1989, or such subsequent date as the director of financial and management services or designate may provide by rule consistent with the purpose of this subsection, plus all of the following items to the extent they are not included in or have been deducted from adjusted gross income:

a. Capital gains, other than nonrecognized gain on the sale of a principal residence under Section 1034 of the federal Internal Revenue Code, or gain excluded from income under Section 121 of the federal Internal Revenue Code to the extent it is reinvested in a new principal residence;

b. Amounts deducted for loss;

c. Amounts deducted for depreciation;

d. Pension and annuity receipts;

e. Military pay and benefits other than attendant-care and medical-aid payments;

f. Veterans benefits other than attendant-care and medical-aid payments;

g. Federal Social Security Act and railroad retirement benefits;

h. Dividend receipts; and

i. Interest received on state and municipal bonds.

"Economically disadvantaged" means at the time of application the applicant's combined disposable income shall not exceed 80 percent of the area median income adjusted for family size as determined by the Department of Housing and Urban Development (HUD). An applicant is presumed to be economically disadvantaged if their entire income and that of their spouse and any co-tenant is derived from benefits under the federal Social Security Act.

"Equity value" means the amount by which the fair market value of a residence as determined from the records of the county assessor exceeds the total amount of any liens or other obligations against the property.

"Ownership interest" means a property interest in an existing single-family residence under a recorded deed or under a contract of purchase, recorded mortgage, recorded deed of trust or recorded lease by which the applicant is responsible under penalty of forfeiture, foreclosure or default for payment of real property taxes and/or local improvement district assessments. The term shall also include a share ownership in a cooperative housing association, corporation or partnership if the applicant can establish that their share represents the specific unit or portion of such structure in which the applicant resides.

3. *Security Provisions.* The director of financial and management services or designate shall not issue such a deferral certificate, however, unless the applicant and their spouse and co-tenant, if any, has signed a contract with the city providing that:

a. Unpaid interest on any deferred payments shall accrue and be added annually to the unpaid principal balance. The deferred payments together with any unpaid interest shall bear the same rate of interest as under the payment agreement.

b. The city shall have a lien on the benefited property in an amount equal to the amount paid from the sewer connection incentive fund, plus interest at the same rate of interest as under the payment agreement, computed to the date the payment is made;

c. The applicant shall have and keep in force fire and casualty insurance on the benefited property in sufficient amount to protect the interest of the city in the property; provided, if the applicant fails to keep such insurance in force, the amount deferred shall not exceed 100 percent of the applicant's equity in the land or lot only;

d. The obligations deferred pursuant to this section shall become due and payable in full, including principal and accrued interest, upon the earliest of the following dates:

1. Upon the sale of property which is the subject of the deferral;

2. Upon the death of the applicant with an outstanding deferred certificate except a surviving spouse who is qualified under this chapter may elect to continue the deferral and who agrees that the deferral lien shall then be payable by that spouse or co-tenant as provided in this section.

3. Upon the condemnation of property with a deferral lien upon it by a public or private body exercising eminent domain power, except as otherwise provided in RCW 84.60.070 for properties subject to a lien for taxes.

4. At such time as the applicant ceases to reside permanently in the residential property upon which the deferral certificate has been granted; provided, that a spouse or co-tenant may apply for the continuance of the deferral.

5. Upon the failure of any eligibility criteria or condition set forth in subsection A of this section.

e. If any obligations deferred pursuant to this section are not paid in full (including principal and interest) within 30 days of the occurrence of any of the events listed in subsection (D)(3)(d) of this section, the entire remaining amount of the debt shall become due and payable and the city may begin foreclosure upon the entire remaining debt.

f. No deferral period shall be granted or shall extend beyond the end of the loan term of the original payment agreement.

g. The applicant to whom a deferral certificate is granted at any time may elect to pay the debt in full together with accrued interest.

h. *Filing of Contract and Certificate.* Each contract and deferral certificate executed pursuant to this section shall be filed by the city with the county auditor.

i. *Rules.* The director of financial and management services, with assistance of the city attorney, shall adopt reasonable rules and forms for administration of the deferral program consistent with this section.

14.08.070 Sewerage – Filing of notice – Alternate enforcement.

A. All delinquent and unpaid rates and charges for sewer service and connection charges, including interest charges, if any, shall become a lien upon the property to which such sewer service is furnished or such connection is made, superior to all other liens or encumbrances except those for general taxes and special assessments. Enforcement and foreclosure of such lien or liens shall be in the manner provided by law for enforcement of the same and for delinquent sewerage service charges, as provided in Chapter 35.67 RCW.

B. The sewerage lien provided in this section shall be effective for a total not to exceed 12 months' delinquent service charges without the necessity of any writing or recording of the lien with the county auditor; provided, that if such delinquent charges are not paid upon demand, the finance director shall cause to be filed with the Clark County auditor a notice of sewerage lien in the form prescribed by law for total charges not to exceed one year's delinquent charges, plus future charges. All costs associated with the filing and release of the lien shall be charged to the delinquent property's sewer account at the time the lien is filed.

C. As an additional and concurrent method of enforcing its lien upon any premises for sewer service charges, the city may, in accordance with RCW 35.67.290 and in the manner provided by Chapter 14.04 VMC, terminate water service to such premises for so long as any delinquent fees or charges remain unpaid.

D. The city reserves the right to terminate sewer service to premises for nonpayment of sewer charges.

SECTION 3. Chapter 14.09 of the Vancouver Municipal Code is amended as follows:

Chapter 14.09
STORMWATER MANAGEMENT – REGULATIONS AND CHARGES

14.09.010 Purpose.

Council finds that this chapter is necessary to protect public and private property, to preserve streams, wetlands and floodways, to minimize water quality degradation from urban runoff and to ensure the sound development of property within the city to the benefit of all citizens.

The recognition of the city's stormwater system as an additional component of the municipal water-sewer utility is necessary to provide for the proper management and funding of the stormwater system, and for the orderly development of required stormwater systems and facilities.

14.09.020 Stormwater management.

Pursuant to Chapter 35.67 RCW, the city of Vancouver water and sewer utility establishes provisions for storm and surface water management. Such provisions shall give the utility authority and responsibility for carrying out the comprehensive stormwater plan, including responsibility for planning, design, construction, maintenance, administration and operation of all city stormwater facilities, as well as establishing standards for design, construction and maintenance of improvements on private property where these may affect stormwater management.

14.09.030 Ownership of city stormwater facilities and assets.

Title and all other incidents of ownership of the following assets are vested in the water and sewer utility:

All properties, interests, and physical and intangible rights of every nature owned or held by the city, however acquired, insofar as they relate to or concern storm or surface water runoff.

14.09.035 Inspection and approval.

All work done under a permit issued pursuant to this chapter shall be subject to the inspection and approval by the director or designee, and the work shall not be deemed completed until it has been inspected and approved as satisfactory.

14.09.040 Definitions.

As used in this chapter:

"Commercial/multifamily" means all property ~~zoned or~~ used for multifamily, commercial, industrial, retail, governmental, or other ~~nonresidential~~ non single-family purposes (including, but not limited to, hard surfaces associated with private street, drive aisles, common space, private trails, clubhouse).

"Director" shall mean the city of Vancouver public works director.

"Hard surface" means any impervious surface, a permeable pavement, or a vegetated roof.

"Impervious surface" means a nonvegetated surface area that either prevents or retards the entry of water into the soil mantle as under natural conditions prior to development. A nonvegetated surface area which causes water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions prior to development. Common "impervious surfaces" include, but are not limited to, rooftops, walkways, patios, driveways, parking lots or storage areas, concrete or asphalt paving, gravel roads, packed

earthen materials, and oiled, macadam or other surfaces which similarly impede the natural infiltration of stormwater.

"Pervious surface" means a surface material that allows stormwater to infiltrate into the ground. Examples include lawn, landscape, pasture, native vegetation areas, and permeable pavements.

"Single-family" means all property ~~zoned or~~ used for single-family ~~detached housing~~ dwelling units and must be individually metered. If multiple dwelling units share a water meter they shall be considered multifamily for the purposes of stormwater regulations and charges. ~~Except as noted in VMC 14.09.060(C)(2), all other residential development shall be classified as "multifamily."~~

"Single-family equivalent unit (SFU)" means the area of impervious surface on a property divided by 2,500 square feet.

"Stormwater Manual" means the Stormwater Management Manual for Western Washington, prepared by the Washington State Department of Ecology Water Quality Program, December 2014. Publication No. 14-10-055 (a revision of Publication No. 12-10-030), five volumes, and as hereafter amended.

"Stormwater permit" means the city of Vancouver's National Pollutant Discharge Elimination System (NPDES) Western Washington Phase II Municipal Stormwater Permit issued August 1, 2013, which was modified, effective January 16, 2014, by the Washington State Department of Ecology and as hereafter amended or reissued.

"Utility" means city of Vancouver water-sewer-surface water utility.

14.09.050 Surface water program and stormwater capital plan.

The stormwater capital plan shall be reviewed and updated by staff periodically as necessary to meet the needs of the system and returned for public hearing and may then be added to or amended. Such plan provides a practical and reasonable means to relieve the stormwater flooding issues in the city, and to preserve the integrity of the city's water supply, to protect its wastewater collection and treatment system, and to prevent surface water quality degradation.

14.09.060 Rates for storm and surface water management.

A. Because all real property in the city contributes stormwater runoff to and/or benefits from the city's stormwater system, the owners thereof shall pay monthly charges as set forth in this section. Monthly charges will have two components as follows:

1. *Operation and Maintenance.* To provide for administrative and field operations, billing, accounting, and for the maintenance, repair and upgrade of existing stormwater facilities.

2. *Capital Expenditures.* To provide for basin-wide and system master planning and subsequent capital improvement projects as identified in the stormwater capital plan.

B. The water and sewer utility is authorized to establish charges for the use and discharge to the city's stormwater system. Such charges shall be based on the cost of providing stormwater service to all properties within the city and may be different for properties receiving different classes of service. Monthly charges shall be established as follows:

~~Effective January 1, 2024~~

~~Single-Family~~	~~Multifamily~~	~~Commercial~~	~~Industrial~~
~~$15.17 per month~~	~~$15.17 per 2,500 sq. ft. hard surface per month ($15.17 minimum)~~	~~$15.17 per 2,500 sq. ft. hard surface per month ($15.17 minimum)~~	~~$15.17 per 2,500 sq. ft. hard surface per month ($15.17 minimum)~~

Effective January 1, 2025

Single-Family	Commercial/Multifamily	~~Commercial~~	~~Industrial~~
$16.38 per month	$16.38 per 2,500 sq. ft. hard surface per month ($16.38 minimum)	~~$16.38 per 2,500 sq. ft. hard surface per month ($16.38 minimum)~~	~~$16.38 per 2,500 sq. ft. hard surface per~~

Single-Family	Commercial/Multifamily	~~Commercial~~	~~Industrial~~
			~~month ($16.38 minimum)~~

Effective January 1, 2026

Single-Family	Commercial/Multifamily	~~Commercial~~	~~Industrial~~
$17.69 per month	$17.69 per 2,500 sq. ft. hard surface per month ($17.69 minimum)	~~$17.69 per 2,500 sq. ft. hard surface per month ($17.69 minimum)~~	~~$17.69 per 2,500 sq. ft. hard surface per month ($17.69 minimum)~~

~~C. "Multifamily customer" class shall apply to customers with living units that share a common wall.~~

~~1. Multifamily customers with two or more living units per meter will be charged the effective rate per 2,500 square feet of impervious surface.~~

~~2. Multifamily customers with one water meter per living unit will be charged the prevailing "single-family customer rate" per unit. "Single-family customer rate" shall apply to mobile homes either on individual lots or in a mobile home park.~~

~~D.~~C. *State Highway Charge.* Pursuant to RCW 90.03.525, the monthly charge for all state highway properties within the city shall be 30 percent of the charge provided in subsection B of this section, unless the city and state agree to a different rate or unless the court of competent jurisdiction holds otherwise.

~~E.~~D. *Application to Publicly Owned Properties.* Other publicly owned properties shall be charged at the industrial rate as set forth herein.

~~F.~~E. *Application to Active Gravel Mining Operations and Publicly Owned Streets, Alleys and Rights-of-Way.* Active gravel mining operations, publicly owned streets, alleys and rights-of-way shall be charged at the state highway charge rate provided in subsection ~~D~~C of this section.

~~G.~~F. *Application to Certain Qualifying Properties.* For qualifying properties meeting all of the following criteria, the monthly charge shall be 30 percent of the charge provided in subsection B of this section.

1. The qualifying property is subject to a stormwater management program regulated by and in compliance with the requirements for a Phase 1, Phase 2, or secondary permittee as defined by Special Condition S6 of the NPDES Western Washington Phase II Municipal Stormwater Permit, and as hereafter amended; and

2. The qualifying property does not discharge stormwater into the city's ~~of Vancouver~~ surface water drainage system; and

3. If infiltrating on site, water quality treatment shall meet current city of Vancouver and Department of Ecology standards and requirements for the land use.

14.09.070 Authority for charges for connection to the stormwater system.

The utilities shall be authorized to establish a systems connection charge for properties seeking to be developed and discharge stormwater to the city's stormwater system. Such connection charges shall be adopted by separate ordinance as either part of the service charge ordinance referenced in VMC 14.09.060 or the city's general development fee ordinance. The fees for connection to the city's stormwater system shall be modified from time to time to reflect the true cost of service to new development. The city's stormwater master plan shall form the basis for such modifications to these charges.

14.09.080 Surface water management fund.

There is established a surface water management fund as part of the water and sewer utility into which all revenue from user fees, connection charges, grants, taxes and other funding

sources shall be deposited and from which all expenditures related to the city's stormwater system shall be paid. This fund shall be kept in the manner prescribed by state law as to accounting and reporting expenditures.

14.09.090 Billing.

The charges imposed by this chapter shall be billed in conjunction with the property or user's customary water and sanitary sewer bill issued by the city. Such charges shall be due and payable as provided in this chapter. In the event a property does not have water or sanitary sewer service, but is subject to the charges imposed in this chapter, a new account shall be established and that property shall be billed separately for the surface water service charges.

14.09.100 Credits allowed.

A reduction in the rates described herein may be granted for the following reasons and purposes:

A. Multifamily, commercial and industrial accounts may receive a 50 percent rate reduction if the affected property either meets or exceeds the water quantity and water quality requirements established by the Stormwater Manual or city ordinance, whichever is more restrictive, applicable to civil plan approval of new development or redevelopment. In order to be eligible for such discounts, an applicant must submit the following:

1. Stormwater quantity and quality facilities site plan; and

2. Report prepared by a professional registered civil engineer verifying by appropriate calculations that the facilities meet or exceed the requirements of the Stormwater Manual applicable to civil plan approval of new development or redevelopment.

3. Documentation that an existing water quality or quantity facility is properly maintained in accordance with the applicable requirements of the Stormwater Manual as defined in VMC 14.25.105. Failure to provide documentation demonstrating proper maintenance may result in revocation of credits.

B. Properties with facilities that provide water quality treatment to publicly owned property or right-of-way and which have been identified in the surface water program as facilities of basin or system-wide importance may be eligible for a percentage reduction in the surface water charge.

C. Accounts identified for special rates in VMC 14.09.060(D), (F) and (G) shall not be eligible for additional credits allowed herein.

D. Properties relying on ~~publicly~~ City or Clark County-owned or maintained stormwater facilities for water quality or quantity treatment shall not be eligible for credits.

E. *Rainwater harvesting credits.* Pursuant to RCW 35.67.020, accounts not eligible for any other credit allowed herein shall be eligible for a 10 percent reduction in the monthly charge for any new or remodeled commercial building that utilizes a permissive rainwater harvesting system. Rainwater harvesting systems shall be properly sized to utilize the available roof surface of the building(s). The reduced rate shall apply only to the portion of the site impervious area draining to the rainwater harvesting system.

14.09.110 Remedies.

In the event a customer or property owner shall fail to pay the surface water service charge, the city shall have the authority to terminate domestic water service to said property or customer. Termination of such water service shall not limit other remedies available to the city under state law.

14.09.120 Appeals.

Any customer or property owner who feels that the surface water service charge as set forth in VMC 14.09.060 for their property has been incorrectly computed or applied, and/or that credits have not been properly granted may petition, in writing, to the director for a review of said computations, application or credit. The petitioner shall provide drawings and calculations demonstrating the factual basis of the claimed error in the service charge.

If not satisfied with the determination of the director, the petitioner may appeal to the hearing officer in accordance with the provisions of Chapter 14.20 VMC. Any credits authorized by the appeals process shall only be applied toward billings subsequent to the date the appeal is filed.

14.09.130 Liens for service/interest.

Pursuant to RCW 35.67.200, the city shall have a lien for delinquent or unpaid surface water service charges. Enforcement and foreclosure of said lien(s) shall be as provided by law. Interest on the unpaid balance shall be eight percent per year or such higher rate as authorized by state law. Penalties, as authorized by state law in the amount of five percent will also be assessed.

SECTION 4. Chapter 14.16 of the Vancouver Municipal Code is amended as follows:

Chapter 14.16
WATER AND SEWER SERVICE CONNECTIONS*

14.16.010 Requirements generally.

Every application for a water or sewer connection shall be made to the department of public works on a form to be prepared by the department. It shall be signed by the owner of the property to be served or by a person found by such department to be the owner's authorized agent.

The charge for such connection shall be computed under Chapter 14.04 or Chapter 14.08 of this title and shall be paid by the person requesting service at the time he or she signs the application.

All service connections shall be made by the city or the applicant's contractor but at the cost of the property owner. In addition to the standard connection charge computed under Chapter 14.04 or Chapter 14.08, there shall be paid, in the case of a water connection of more than one inch, a deposit in a sum found by the department to be reasonable in terms of labor and material to be actually used in making such connection. Account shall be kept of the cost of

making such connection and any unused portion of the deposit shall be returned to the property owner or his or her agent, or if the deposit is insufficient to cover such costs he or she shall be billed for the difference.

The department of public works shall not accept any application for a water or sewer service connection unless a satisfactory water main or sewer exists and is available to give such service, or unless a water main or sewer line extension agreement applying to such property has been duly executed and recorded with the Clark County Auditor. All service connections shall be made at the front of the lot to be served unless the main or sewer from which service will be had has been laid in an adjacent public right-of-way or in an easement.

14.16.020 Application requirements.

Applications for service to water and/or sewer connections shall be made to the city upon forms prepared by the public works permitting staff. Application shall be made by the owner of the property to be served or by his authorized agent. Application shall be in writing or by personal visit or may be made by telephone under rules to be adopted by the department. Application forms prepared by such department shall provide for securing information as to the date service should commence, where bills should be sent, and the type of service needed (e.g. whether commercial, residential or multi-family).

An application for service shall be only an application until service has begun. It shall then become in effect a contract under which the property owner agrees to pay for service continuously until terminated as provided in this chapter and to observe all provisions of Chapters 14.04 and 14.08 of this title and this chapter, and all rules and regulations promulgated by the departments under said chapters.

Water shall not be turned on to any service until all delinquent water, sewer or surface water bills, main extension agreements, trunk line agreements, sewer connection financing contract, and business taxes and/or similar obligations to the city against the premises to be served have been paid in full or other satisfactory contractual arrangements made.

14.16.030 Service conditions.

For all single-family residences, duplexes, triplexes, apartment buildings, condominiums, trailer courts or other multiple dwellings, and for all commercial accounts, utility service costs for water, sewer and garbage, and the bus tax imposed by Ordinance M-1070, shall be billed and mailed to the property's owner or to an agent whom the owner has in writing authorized the city to bill. Property owners shall be held fully responsible for any loss to any owner occurring through an owner's agent failing to pay charges or through any tenant or tenants moving out without having paid the owner the charges due from him to the city.

Pursuant to RCW Chapter 35.21, charges for water and/or sewer service shall become a lien upon the property as soon as such charges have become overdue and shall remain as a lien against the property until paid and shall be enforced by discontinuance of water service until delinquent charges have been paid.

Owners desiring to terminate water service for any reason shall give written or personal notice at the office of the Department of Public Works at least two days before the date on which they desire water to be shut off. The Department of Public Works may also permit telephone notice under rules to be adopted by such department. The property owner shall be held responsible for any and all water and sewer service or other charges accruing until the expiration of two days after such notice is given unless service is actually discontinued prior to that time.

If the city at the request of any property owner removes a~~ny~~ meter, the department shall not replace or reinstate the same without ~~making a~~ charge~~e~~ing customer for the work according to the currently adopted fee schedule ~~in force therefore~~, except as otherwise provided in VMC ~~Section~~ 14.04.180 ~~of this title~~.

~~For every requested transfer of service from one name to another, whether resulting from sale or transfer of the property, change in tenancy or other cause, there shall be charged a fee of seven dollars and fifty cents ($7.50). For additional meter readings not related to a sale or transfer of the property, there shall be a charge of seven dollars and fifty cents ($7.50) for the first such read, and a charge of twenty five ($25) dollars for each additional read.~~

SECTION 5. Severability. If any clause, sentence, paragraph, section, or part of this Ordinance or its application to any person or circumstance is determined by any court with jurisdiction to be invalid, that 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 of any parts of this Ordinance relating to any person or circumstances. As such, the provisions of each clause, sentence, paragraph, section or part of this Ordinance are severable.

SECTION 6. Effective date. This Ordinance shall become effective as of January 1, 2025.

SIGNED this _____ day of _____, 2025.

_____
Anne McEnerny-Ogle, Mayor

Attest:

_____
Natasha Ramras, City Clerk

Approved as to form:

_____
Nena Cook, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE relating to the water, sewer and surface water utility miscellaneous fees and regulations, amending chapters 14.04, 14.08, 14.09, and 14.16 VMC; 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

2025 Summary of Proposed Changes for VMC Title 14 – Water and Sewers

1st Reading is November 17, 2025; Public Hearing is December 8, 2025

This list contains the substantive changes proposed. See the ordinance for the complete wording of all changes.

Chapter Section	Topic	Proposed Change	Reason for Change
Chapter 14.04 Water and Sewer Use – Regulations and Charges			
14.04.040 – Definitions	Update text	Update "…"Multiple family (multifamily) dwelling" means a building or portion of building ~~thereof~~ designed or used as a residence ~~by two or more families~~ and containing two or more dwelling units sharing a water meter. ~~This also includes ADUs that share water and sewer service from service connections for the primary residence.~~ This definition is for water and sewer regulations and charges only." And "…"Single-family dwelling" means ~~a building designed or used for residence purposes by not more than one family and containing one dwelling unit only, including mobile homes when not located in a mobile home park and including condominium units subject to fee simple ownership, and excluding multiple-family dwellings, apartments and motels. This also includes ADUs that take water and sewer service from service connections separate from the primary residence.~~ any dwelling unit individually metered. This definition is for water and sewer regulations and charges only."	To clarify "Multifamily" and "Single-family" definitions
14.04.040 Definitions and 14.04.235(B) Definitions	Update definitions	Move all definitions from 14.04.235(B) to 14.04.040 and delete duplicates. Delete 14.04.0235(B) Definitions and renumber following bullets for consistency.	To consolidate definitions into one section 14.04.040
14.04.110 – Unauthorized use of water	Delete section	Delete entire section	Redundant to 14.04.140(L)
14.04.120 – Sharing/selling water	Delete section	Delete entire section	Redundant to 14.04.140(M)

14.04.130 – Effect of leakage on bills	Update text	Update "14.04.130 Charges related to water leakage ~~Effect of leakage on bills~~. When any customer in any given billing period because of a broken water pipe on their premises, has used according to their meter, an amount of water which is more than ~~double~~ 150% the average amount of water which had been used on such premises in similar period in prior year~~s~~, the customer may apply to the city in writing for an adjustment under this section. If the customer reports that ~~there are broken water pipes on~~ a broken water line, leaking plumbing fixture or leaking toilet at their premises has ~~which have~~ caused the high consumption of water and if repairs are verified by inspections by the city, the city shall ~~thereupon~~ reduce the bill in question ~~to the average amount billed to such property for similar periods in~~ the prior ~~previous years plus,~~ for the excess over ~~such average~~ the previous year's usage caused by the ~~such~~ breakage, at a ~~special~~ rate of ~~only~~$0.20 per 100 cubic feet. In cases where repairs are not visible, proof of repairs must be supplied to the department. An account ~~given piece of property~~ shall be entitled to the benefits of this section one time in a ~~12~~36-month period unless it appears that continued waste of water is due to a continued negligent failure to repair. Reductions shall not be permitted for ~~on account of leaking toilets, plumbing fixtures, or~~ unexplained usage or poorly programmed irrigation timers and shall not exceed two ~~bills~~ billing periods. The department may discontinue service to any premises if the owner, customer or consumer refuses to make repairs necessary to avoid waste of water. If reasonable efforts to contact the customer or consumer at the premises are not successful, and it is observable that water is being lost through leakage, the department at its option may terminate water service and ~~shall~~ post a written notice in a conspicuous location on the premises, documenting the reason for such termination of service."	Allow use of discounted rate even if water usage did not double, as long as they show there was a leak and it was fixed

14.04.140(L) – Unauthorized use of water	Update text	Update "If any person makes or lays or installs any pipe or pipes or connections ~~thereto~~ or makes or breaks any connection to any meter or breaks any seal attached to any meter or seal or reseals any meter with the purpose or intent of obtaining water without paying the just charges for the same, the department is authorized ~~shall forthwith, upon becoming aware of the fact, have the authority~~ to shut off ~~and stop~~ the ~~entire~~ water supply to the premises affected without prejudice to city's ~~its~~ right to collect ~~any and~~ all charges due for water legally or illegally ~~or properly or improperly theretofore~~ obtained or delivered. ~~Such authority shall include the right to shut off the water supply serving the premises in any public street or right-of-way and charge the costs of labor and materials to such person or customer or to both.~~ If the ~~improper~~ unauthorized connection is on public property, the department will make the necessary changes. ~~, removals or repairs, but~~ ~~l~~if the unauthorized connection is on private property, the customer shall do the work directed by the city immediately upon demand. The customer benefitting from the ~~having had such~~ unauthorized supply shall pay on an estimated basis for the water used for the period during which the ~~such~~ unauthorized service was ~~may have been~~ obtained. The department's estimate of charges due is ~~shall be deemed~~ conclusive unless rebutted by the customer by clear and convincing evidence. The customer or person receiving unauthorized use of water shall also pay all costs for labor and material used in removing the unlawful connections wherever found and in restoring the service line and meter to perfect operating condition. ~~s and a~~ All restoration ~~this~~ work must be completed ~~done~~ with ~~and~~ the cost ~~thereof must be~~ paid to the city before service may be restored. Violation of any provisions of this subsection and failure to pay for all costs incurred shall constitute a violation of this title. These costs shall be in addition to amounts under VMC Title 22."	Redundant to 14.04.110, keeping section 14.04.140(L)
14.04.190(L) – Electronic billing credit	New section	Add section "L. Electronic Billing Credit. Customers who sign up for electronic billing shall receive a $2.00 credit per billing cycle."	To encourage electronic billing, less paper-based processes, reduce cost

14.04.210(B)(3) – "Single family customer"	Delete section	Delete section ~~"3. "Single family customer" class shall include single dwelling unit with one meter, mobile homes either on individual lots or in mobile home parks. This also includes ADUs that take water and sewer service from service connections separate from the primary residence. This definition is for utility billing purposes only."~~	Definition is noted in 14.04.040
14.04.210(B)(4) – "Multifamily customer"	Delete section	Delete section "~~4. "Multifamily customer" class shall apply to customers with two or more living units per meter. This also includes ADUs that share water or sewer service from service connections for the primary residence. This definition is for utility billing purposes only."~~	Definition is noted in 14.04.040
14.04.210(B)(5) – "Nonprofit shelter"	Delete section and add definition to 14.04.040	Delete section "~~5. *Nonprofit Shelter*. For the purpose of applying the rates as set forth in subsection (B)(1) of this section, the term "nonprofit shelters" shall be defined to mean a facility operated by a nonprofit organization that provides clients with on-site food, beds or shelter for free or at significantly below market rates.~~" And add "Nonprofit shelter" definition to 14.04.040.	To consolidate definitions into one section 14.04.040
14.04.210(C)(2)(b) – Altered service	Delete section	Delete section "~~Altered Service. If the meter has been altered without the written authorization of the director, the charge shall be $15.00 additional to all other charges in this section.~~" and renumber following bullets for consistency	Redundant to 14.04.140 K & L and Title 22
14.04.230(A)(2)(d)	Delete section	Delete section "~~d. For the purpose of applying the rates as set forth in subsection (A)(2)(c) of this section, the term "nonprofit shelter" shall be defined to mean a facility operated by a nonprofit organization that provides clients with on-site food, beds or shelter for free or at significantly below-market rates."~~ and renumber following bullets for consistency	Definition is noted in 14.04.040
14.04.230B – Conditions and charges applicable to water,	Update section number	Update "14.04.231~~0B~~ Conditions and charges applicable to water, sewer and stormwater accounts"	To avoid confusion, there is another 14.04.230(B)

sewer and stormwater accounts			
14.04.230B(E) – Requested reads	Update fees	Update "…Customers who request a ~~for~~ meter readings~~s~~ not resulting from the sale or transfer of property, or when an additional trip by city is due to meter inaccessibility access issues, will be charged ~~$20.00~~ $25.00 for the first meter read, and ~~$25.00~~ $50.00 for each subsequent ~~additional~~ meter reading."	Update fees to reflect true cost
14.04.235(L) – System development charges capital surcharge	Update text	Update "In lieu of paying a sewer system development charge prior to connection ~~as required~~ pursuant to subsection ~~C~~B of this section, any new nonresidential sewer customer that uses the equivalent of 50 EDUs per month or less of capacity may apply for the option to pay a higher monthly sewer service user charge that includes a capital surcharge equivalent to the carrying cost of sewer capacity recovered through the sewer system development charge. In calculating and administering the applicable SDC capital surcharge, the department will generally use the methodology for sewer connection fee installment contracts described in VMC 14.04.240. ~~The system development charge capital surcharge program is voluntary. As such no customer may remain on the program for longer than 10 years. After 10 years the sewer customer shall pay the entire SDC as originally calculated or request an extension in writing from the director.~~ The city reserves the right to record a notice against the title for any property owner who has agreed to participate in this program. ~~Any nonresidential customer authorized by the city to pay the sewer capital surcharge rate may elect to return to the standard sewer service user charge by paying in full the sewer system development charge at the rate in effect as of the date of the election."~~	Redundant to VMC 14.04.240
14.04.242(A) – Recording fees	Update fees	Update "A. A document recording fee in the amount of ~~$200.00~~ $304.00 per document…"	Update fee to reflect County base fee cost
Chapter 14.08 Connection to Public Sewers			

14.08.040(F) – Conditions for permit issuance	New section	Add section "F. As a condition precedent to issuance of a permit to connect a new service lateral to an existing public sanitary sewer main any existing laterals not used will be properly abandoned. The property owner is responsible for all costs to abandon the existing service that will not be used. If City staff performs the work to abandon the existing service at the main, with a repair liner, or another method, the property owner will be invoiced based on time and materials for the work performed, and the invoice must be paid within 30 days from issuance. Any work to abandon the service lateral outside the right-of-way will be the responsibility of the property owner and will not be completed by the City staff. An estimate of costs can be provided to the property owner prior to any work being completed by City staff."	To ensure existing sewer lateral are properly abandoned
Chapter 14.09 Stormwater Management – Regulations and Charges			
14.09.040 – Definitions	Update text	Update "…"Commercial/multifamily" means all property ~~zoned or~~ used for multifamily, commercial, industrial, retail, governmental, or other ~~nonresidential~~ non single-family purposes (including, but not limited to, hard surfaces associated with private street, drive aisles, common space, private trails, clubhouse)."	To clarify what is included in commercial/multifamily category
14.09.040 – Definitions	Update text	Update "…"Single-family" means all property ~~zoned or~~ used for single-family ~~detached housing~~ dwelling units and must be individually metered. If multiple dwelling units share a water meter they shall be considered multifamily for the purposes of stormwater regulations and charges. ~~Except as noted in VMC 14.09.060(C)(2), all other residential development shall be classified as "multifamily."~~	To clarify definitions
14.09.060(B)	Update text	Delete commercial and industrial columns from rate tables. Change multifamily column to include commercial in the header.	To clarify definitions/fees
14.09.060(C)	Delete section	Delete section and renumber following bullets for consistency.	To consolidate definitions into one section 14.09.040

14.09.060(G)(2) – Rates for storm and surface water management	Update text	Update "The qualifying property does not discharge stormwater into the city's ~~of Vancouver~~ surface water drainage system; and"	Law has indicated that "City" is sufficient
14.09.100(D) – Credit allowed	Update text	Update "Properties relying on ~~publicly~~ City or Clark County-owned or maintained stormwater facilities for water quality or quantity treatment shall not be eligible for credits."	To allow credit for publicly owned facilities that have in flow from privately owned facilities, e.g. Port of Vancouver
Chapter 14.16 Water and Sewer Service Connections			
14.16.030 – Service conditions	Update text	Update "…If the city at the request of any property owner removes a~~ny~~ meter, the department shall not replace or reinstate the same without ~~making a~~ charg~~i~~ng customer for the work according to the currently adopted fee schedule ~~in force therefore~~, except as otherwise provided in VMC ~~Section~~ 14.04.180 ~~of this title~~. ~~For every requested transfer of service from one name to another, whether resulting from sale or transfer of the property, change in tenancy or other cause, there shall be charged a fee of seven dollars and fifty cents ($7.50). For additional meter readings not related to a sale or transfer of the property, there shall be a charge of seven dollars and fifty cents ($7.50) for the first such read, and a charge of twenty five ($25) dollars for each additional read."~~	Redundant to 14.04.210 C.2.a

AN ORDINANCE relating to Chapter 5.03 of the Vancouver Municipal Code (VMC), Business and Occupation Tax, amending VMC 5.03.030; and providing for severability, referendum, and an effective date.

Staff Report: 239-25

To: Mayor and City Council
From: City Manager
Date: December 8, 2025

Subject
2026 Model Business and Occupation Tax Ordinance Update

Key Points

- Senate Bill (SB) 5814, adopted by the Washington State Legislature in 2024, reclassifies certain services as retail sales effective January 1, 2026. All cities that levy a local Business and Occupation (B&O) tax are required to adopt corresponding updates to the B&O Tax Model Ordinance by the same effective date.
- The changes affect several service categories, including advertising, IT, custom software, security, staffing, and live presentations.
- The Model Ordinance revisions are limited to aligning local definitions of “sale at retail” and “sale at wholesale” with new state law.
- Adoption ensures continued compliance with Chapter 35.102 RCW, which mandates uniformity among all city B&O tax ordinances statewide.

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

Present Situation
As part of the 2025–2026 Adopted Biennial Budget, the Vancouver City Council approved implementation of a new local Business & Occupation (B&O) tax on retail activities, effective January 1, 2026. Revenue from this new retail B&O tax will provide a dedicated funding source for the construction and operations of a new bridge shelter to support individuals experiencing homelessness in Vancouver.

Vancouver’s B&O tax applies only to retail activities occurring within city limits and is structured to align with the state’s definitions of retail sales. The tax will be administered consistent with the statewide B&O Tax Model Ordinance as required by RCW 35.102, which ensures uniformity across all Washington cities imposing local B&O taxes.

Since 2004, 53 Washington cities have imposed a local B&O tax under this model ordinance, which establishes consistent definitions, classifications, and administrative procedures. The model ordinance is periodically updated to reflect changes in state law.

In 2024, the Legislature enacted SB 5814, which reclassified several types of professional and

technology services from “service” to “retail sales.” In response, a statewide city workgroup of finance directors and tax managers reviewed and adopted corresponding updates to the B&O Tax Model Ordinance.

All cities that levy a B&O tax, including Vancouver, are required to adopt these model ordinance updates with an effective date of January 1, 2026. Adoption will ensure Vancouver’s new retail B&O tax code remains consistent with state law and with other Washington cities.

Advantage(s)

1. Maintains statewide consistency and legal compliance under RCW 35.102.
2. Provides clarity to local taxpayers by ensuring City code mirrors current state law.
3. Supports effective and legally sound administration of the new tax program.

Challenge(s)

None identified. The changes are mandatory and primarily technical.

Budget Impact

Since Vancouver’s B&O tax applies only to retail activities, the reclassification of certain services as retail sales under SB 5814 will expand the range of taxable activities subject to the City’s B&O tax. The impact on the revenues will be positive.

Prior Council Review

- Adoption of Retail B&O Tax as part of the **2025–2026 Biennial Budget** (approved December 2024).
- Consent Agenda on December 1, 2025.

Action Requested

On Monday, December 8, 2025, upon second reading and a public hearing, finalize and approve the ordinance.

Staff Contact

Anthony Glenn, Treasurer, anthony.glenn@cityofvancouver.us

Attachments:

1. Ordinance
2. 2026 Model B&O Tax Ordinance Fact Sheet (AWC)

12/01/2025 (Date of First Reading)
12/08/2025 (Date of Public Hearing)

ORDINANCE NO. M- [Ordinance Number]

AN ORDINANCE relating to Chapter 5.03 of the Vancouver Municipal Code (VMC), Business and Occupation Tax, amending VMC 5.03.030; and providing for severability, referendum, and an effective date.

WHEREAS the City Council enacted Ordinance M-4476 on December 2, 2024, as amended by Ordinance M-4504 adopted on July 7, 2025, creating a new chapter governing a Business & Occupation Tax, to generate revenue intended to fund a new 150-bed shelter to provide temporary housing to those experiencing homelessness; and

WHEREAS, the Washington State Legislature adopted Senate Bill (SB) 5814 in 2024, reclassifying certain services as retail sales effective January 1, 2026 and requires all cities, including the City of Vancouver, that levy a local business and occupation (B&O) tax to adopt a B&O tax model ordinance by the same effective date; and

WHEREAS, SB 5814 changed the tax classification for the following services to retail sales: advertising services; live presentations; information technology services; custom website development services; investigation, security, and armored car services; temporary staffing services; and sales of custom software and customization of prewritten software; and

WHEREAS, the Association of Washington Cities (AWC), a private nonprofit corporation representing Washington municipalities on state legislative issues, in conjunction with a majority of the Washington cities with a business and occupation tax, developed the original model ordinance consistent with the requirements of RCW 35.102.040 to achieve a

fairer and more consistent state-wide implementation of local business and occupation taxes and to help prevent against multiple taxation among various jurisdictions to the extent possible; and

WHEREAS, RCW 35.102.040 requires cities wishing to impose B&O taxes to adopt the model ordinance developed by AWC and consistent with requirements as stated in RCW 35.102.040; and,

WHEREAS, through Ord. M-4476, the City elected to substantially adopt the most recent version of the model ordinance consistent with RCW 35.102.040, while tailoring it where permitted to reflect the unique local characteristics of Vancouver, and establish Chapter 5.03 of the Vancouver Municipal Code (VMC); and

WHEREAS, during 2025, an AWC workgroup of city finance directors and tax managers met to review B&O model ordinance and implement revisions necessitated by SB 5814 in changing the definition of certain activities from services to retail sales; and

WHEREAS, B&O tax cities must adopt mandatory changes to the AWC model ordinance with same effective date: January 1, 2026 to ensure continued compliance with Chapter 35.102 RCW, which mandates uniformity among all city B&O tax ordinances statewide;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. The intent of this Ordinance is to amend certain provisions of the Business & Occupation Tax in chapter 5.03 of the Vancouver Municipal Code by adopting applicable changes to the Model Ordinance prepared by the Association of Washington Cities in 2025 pursuant to RCW 35.102.040 and SB 5814 relating to sales at retail.

Section 2. VMC 5.03.030 is hereby amended as follows, with added text appearing in underscore and deleted text appearing as ~~strikethrough~~:

5.03.030 Definitions.

In construing the provisions of this chapter, the following definitions shall be applied. Words in the singular number shall include the plural, and the plural shall include the singular.

A. "**Advance,**" "**Reimbursement**"

1. "Advance" means money or credits received by a taxpayer from a customer or client with which the taxpayer is to pay costs or fees on behalf of the customer or client.

2. "Reimbursement" means money or credits received from a customer or client to repay the taxpayer for money or credits expended by the taxpayer in payment of costs or fees of the customer or client.

B. "**Business**" includes all activities engaged in with the object of gain, benefit, or advantage to the taxpayer or to another person or class, directly or indirectly.

C. "**Business and occupation tax**" or "**gross receipts tax**" means a tax imposed on or measured by the value of products, the gross income of the business, or the gross proceeds of sales, as the case may be, and that is the legal liability of the business.

D. "**City**" means the City of Vancouver.

E. "**Commercial or industrial use**" means the following uses of products, including by-products, by the extractor or manufacturer thereof:

1. Any use as a consumer; and

2. The manufacturing of articles, substances or commodities;

F. "**Consumer**" means the following:

1. Any person who purchases, acquires, owns, holds, or uses any tangible or intangible personal property irrespective of the nature of the person's business and including, among others, without limiting the scope hereof, persons who install, repair, clean, alter, improve, construct, or decorate real or personal property of or for a consumer other than for the purpose of:

a. Resale as tangible or intangible personal property in the regular course of business;

b. Incorporating such property as an ingredient or component of real or personal property when installing, repairing, cleaning,

altering, imprinting, improving, constructing, or decorating such real or personal property of or for consumers;

c. Incorporating such property as an ingredient or component of a new product or as a chemical used in processing a new product when the primary purpose of such chemical is to create a chemical reaction directly through contact with an ingredient of a new product; or

d. Consuming the property in producing ferrosilicon which is subsequently used in producing magnesium for sale, if the primary purpose of such property is to create a chemical reaction directly through contact with an ingredient of ferrosilicon;

2. Any person engaged in any business activity taxable under Section 5.04.050.A.7;

3. Any person who purchases, acquires, or uses any competitive telephone service as herein defined, other than for resale in the regular course of business;

4. Any person who purchases, acquires, or uses any personal, business, or professional service defined as a retail sale or retail service in Section 5.04.030, other than for resale in the regular course of business;

5. Any person who is an end user of software;

6. Any person engaged in the business of "public road construction" with respect to tangible personal property when that person incorporates the tangible personal property as an ingredient or component of a publicly-owned street, place, road, highway, easement, right-of-way, mass public transportation terminal or parking facility, bridge, tunnel, or trestle by installing, placing, or spreading the property in or upon the right-of-way of a publicly-owned street, place, road, highway, easement, bridge, tunnel, or trestle, or in or upon the site of a publicly-owned mass public transportation terminal or parking facility;

7. Any person who is an owner, lessee, or has the right of possession to or an easement in real property which is being constructed, repaired, decorated, improved, or otherwise altered by a person engaged in business;

8. Any person who is an owner, lessee, or has the right of possession to personal property which is being constructed, repaired, improved, cleaned, imprinted, or otherwise altered by a person engaged in business;

9. Any person engaged in "government contracting." Any such person shall be a consumer within the meaning of this subsection with respect

to tangible personal property incorporated into, installed in, or attached to such building or other structure by such person;

Nothing contained in this or any other subsection of this section shall be construed to modify any other definition of "consumer."

G. "**Delivery**" means the transfer of possession of tangible personal property between the seller and the buyer or the buyer's representative. Delivery to an employee of a buyer is considered delivery to the buyer. Transfer of possession of tangible personal property occurs when the buyer or the buyer's representative first takes physical control of the property or exercises dominion and control over the property. Dominion and control means the buyer has the ability to put the property to the buyer's own purposes. It means the buyer or the buyer's representative has made the final decision to accept or reject the property, and the seller has no further right to possession of the property and the buyer has no right to return the property to the seller, other than under a warranty contract. A buyer does not exercise dominion and control over tangible personal property merely by arranging for shipment of the property from the seller to itself. A buyer's representative is a person, other than an employee of the buyer, who is authorized in writing by the buyer to receive tangible personal property and take dominion and control by making the final decision to accept or reject the property. Neither a shipping company nor a seller can serve as a buyer's representative. It is immaterial where the contract of sale is negotiated or where the buyer obtains title to the property. Delivery terms and other provisions of the Uniform Commercial Code (Title 62A RCW) do not determine when or where delivery of tangible personal property occurs for purposes of taxation.

H. "**Digital automated service**," "**digital code**," and "**digital goods**" have the same meaning as in RCW 82.04.192.

I. "**Digital products**" means digital goods, digital codes, digital automated services, and the services described in RCW 82.04.050(2)(g) and (6)(b).

J. "**Director**" means the Director of Financial and Management Services of the City, or the Director of any successor department of the City, or any officer, agent, or employee of the City designated to act on the Director's behalf.

K. "**Eligible gross receipts tax**" means a tax which:

1. Is imposed on the act or privilege of engaging in business activities within Section 5.04.050; and

2. Is measured by the gross volume of business, in terms of gross receipts and is not an income tax or value added tax; and

3. Is not, pursuant to law or custom, separately stated from the sales price; and

4. Is not a sales or use tax, business license fee, franchise fee, royalty or severance tax measured by volume or weight, or concession charge, or payment for the use and enjoyment of property, property right or a privilege; and

5. Is a tax imposed by a local jurisdiction, whether within or without the State of Washington, and not by a Country, State, Province, or any other non-local jurisdiction above the County level.

L. "**Engaging in business**" **–**

1. The term "engaging in business" means commencing, conducting, or continuing in business, and also the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.

2. This section sets forth examples of activities that constitute engaging in business in the City, and establishes safe harbors for certain of those activities so that a person who meets the criteria may engage in de minimis business activities in the City without having to register and obtain a business license or pay City business and occupation taxes. The activities listed in this section are illustrative only and are not intended to narrow the definition of "engaging in business" in subsection L.1. If an activity is not listed, whether it constitutes engaging in business in the City shall be determined by considering all the facts and circumstances and applicable law.

3. Without being all inclusive, any one of the following activities conducted within the City by a person, or its employee, agent, representative, independent contractor, broker or another acting on its behalf constitutes engaging in business and requires a person to register and obtain a business license.

   a. Owning, renting, leasing, maintaining, or having the right to use, or using, tangible personal property, intangible personal property, or real property permanently or temporarily located in the City.

   b. Owning, renting, leasing, using, or maintaining, an office, place of business, or other establishment in the City.

   c. Soliciting sales.

   d. Making repairs or providing maintenance or service to real or tangible personal property, including warranty work and property maintenance.

   e. Providing technical assistance or service, including quality control, product inspections, warranty work, or similar services

on or in connection with tangible personal property sold by the person or on its behalf.

f. Installing, constructing, or supervising installation or construction of, real or tangible personal property.

g. Soliciting, negotiating, or approving franchise, license, or other similar agreements.

h. Collecting current or delinquent accounts.

i. Picking up and transporting tangible personal property, solid waste, construction debris, or excavated materials.

j. Providing disinfecting and pest control services, employment and labor pool services, home nursing care, janitorial services, appraising, landscape architectural services, security system services, surveying, and real estate services including the listing of homes and managing real property.

k. Rendering professional services such as those provided by accountants, architects, attorneys, auctioneers, consultants, engineers, professional athletes, barbers, baseball clubs and other sports organizations, chemists, consultants, psychologists, court reporters, dentists, doctors, detectives, laboratory operators, teachers, veterinarians.

l. Meeting with customers or potential customers, even when no sales or orders are solicited at the meetings.

m. Training or recruiting agents, representatives, independent contractors, brokers or others, domiciled or operating on a job in the City, acting on its behalf, or for customers or potential customers.

n. Investigating, resolving, or otherwise assisting in resolving customer complaints.

o. In-store stocking or manipulating products or goods, sold to and owned by a customer, regardless of where sale and delivery of the goods took place.

p. Delivering goods in vehicles owned, rented, leased, used, or maintained by the person or another acting on its behalf

4. If a person, or its employee, agent, representative, independent contractor, broker or another acting on the person's behalf, engages in no other activities in or with the City but the following, it need not register and obtain a business license and pay tax.

a. Meeting with suppliers of goods and services as a customer.

b. Meeting with government representatives in their official capacity, other than those performing contracting or purchasing functions.

c. Attending meetings, such as board meetings, retreats, seminars, and conferences, or other meetings wherein the person does not provide training in connection with tangible personal property sold by the person or on its behalf. This provision does not apply to any board of director member or attendee engaging in business such as a member of a board of directors who attends a board meeting.

d. Renting tangible or intangible property as a customer when the property is not used in the City.

e. Attending, but not participating in a "trade show" or "multiple vendor events". Persons participating at a trade show shall review the City's trade show or multiple vendor event ordinances.

f. Conducting advertising through the mail.

g. Soliciting sales by phone from a location outside the City.

5. A seller located outside the City merely delivering goods into the City by means of common carrier is not required to register and obtain a business license, provided that it engages in no other business activities in the City. Such activities do not include those in subsection L.4.

The City expressly intends that engaging in business include any activity sufficient to establish nexus for purposes of applying the tax under the law and the constitutions of the United States and the State of Washington. Nexus is presumed to continue as long as the taxpayer benefits from the activity that constituted the original nexus generating contact or subsequent contacts.

M. "**Extracting**" is the activity engaged in by an extractor and is reportable under the extracting classification.

N. "**Extractor**" means every person who from the person's own land or from the land of another under a right or license granted by lease or contract, either directly or by contracting with others for the necessary labor or mechanical services, for sale or for commercial or industrial use, mines, quarries, takes or produces coal, oil, natural gas, ore, stone, sand, gravel, clay, mineral or other natural resource product; or fells, cuts or takes timber, Christmas trees, other than plantation Christmas trees, or other natural products; or takes fish, shellfish, or other sea or inland water foods or products. "Extractor" does not include persons performing under contract the necessary labor or mechanical services for others; or persons meeting the definition of farmer.

O. "**Extractor for Hire**" means a person who performs under contract necessary labor or mechanical services for an extractor.

P. "**Gross income of the business**" means the value proceeding or accruing by reason of the transaction of the business engaged in and includes gross proceeds of sales, compensation for the rendition of services, gains realized from trading in stocks, bonds, or other evidences of indebtedness, interest, discount, rents, royalties, fees, commissions, dividends, and other emoluments however designated, all without any deduction on account of the cost of tangible property sold, the cost of materials used, labor costs, interest, discount, delivery costs, taxes, or any other expense whatsoever paid or accrued and without any deduction on account of losses.

Q. "**Gross proceeds of sales**" means the value proceeding or accruing from the sale of tangible personal property, digital goods, digital codes, digital automated services or for other services rendered, without any deduction on account of the cost of property sold, the cost of materials used, labor costs, interest, discount paid, delivery costs, taxes, or any other expense whatsoever paid or accrued and without any deduction on account of losses.

R. "**In this City**" or "**within this City**" includes all federal areas lying within the corporate city limits of the City.

S. "**Manufacturing**" means the activity conducted by a manufacturer and is reported under the manufacturing classification.

T. "**Manufacturer**," "**to manufacture.**"

1. "Manufacturer" means every person who, either directly or by contracting with others for the necessary labor or mechanical services, manufactures for sale or for commercial or industrial use from the person's own materials or ingredients any products. When the owner of equipment or facilities furnishes, or sells to the customer prior to manufacture, materials or ingredients equal to less than twenty percent (20%) of the total value of all materials or ingredients that become a part of the finished product, the owner of the equipment or facilities will be deemed to be a processor for hire, and not a manufacturer.

2. "To manufacture" means all activities of a commercial or industrial nature wherein labor or skill is applied, by hand or machinery, to materials or ingredients so that as a result thereof a new, different or useful product is produced for sale or commercial or industrial use, and shall include:

    a. The production of special made or custom made articles;

b. The production of dental appliances, devices, restorations, substitutes, or other dental laboratory products by a dental laboratory or dental technician;

c. Crushing and/or blending of rock, sand, stone, gravel, or ore; and

d. The producing of articles for sale, or for commercial or industrial use from raw materials or prepared materials by giving such materials, articles, and substances of trade or commerce new forms, qualities, properties or combinations including, but not limited to, such activities as making, fabricating, processing, refining, mixing, slaughtering, packing, aging, curing, mild curing, preserving, canning, and the preparing and freezing of fresh fruits and vegetables.

"To manufacture" shall not include the production of digital goods or the production of computer software if the computer software is delivered from the seller to the purchaser by means other than tangible storage media, including the delivery by use of a tangible storage media where the tangible storage media is not physically transferred to the purchaser.

U. "**Person**" means any individual, receiver, administrator, executor, assignee, trustee in bankruptcy, trust, estate, firm, co-partnership, joint venture, club, company, joint stock company, business trust, municipal corporation, political subdivision of the State of Washington, corporation, limited liability company, association, society, or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, non-profit, or otherwise and the United States or any instrumentality thereof.

V. "**Product**" or "**byproduct**."

1. "Product" means tangible personal property, including articles, substances, or commodities created, brought forth, extracted, or manufactured by human or mechanical effort.

2. "**Byproduct**" means any additional product, other than the principal or intended product, which results from extracting or manufacturing activities and which has a market value, without regard to whether or not such additional product was an expected or intended result of the extracting or manufacturing activities.

W. "**Retailing**" means the activity of engaging in making sales at retail and is reported under the retailing classification.

X. "**Retail Service**" shall include the sale of or charge made for personal, business, or professional services including amounts designated as interest, rents, fees, admission, and other service emoluments however designated, received by persons engaging in the following business activities:

1. Amusement and recreation services including but not limited to golf, pool, billiards, skating, bowling, swimming, bungee jumping, ski lifts and tows, basketball, racquet ball, handball, squash, tennis, batting cages, day trips for sightseeing purposes, and others, when provided to consumers. "Amusement and recreation services" also include the provision of related facilities such as basketball courts, tennis courts, handball courts, swimming pools, and charges made for providing the opportunity to dance. The term "amusement and recreation services" does not include instructional lessons to learn a particular activity such as tennis lessons, swimming lessons, or archery lessons.

2. Abstract, title insurance, and escrow services;

3. Credit bureau services;

4. Automobile parking and storage garage services;

5. Landscape maintenance and horticultural services but excluding (i) horticultural services provided to farmers and (ii) pruning, trimming, repairing, removing, and clearing of trees and brush near electric transmission or distribution lines or equipment, if performed by or at the direction of an electric utility;

6. Service charges associated with tickets to professional sporting events; and the following personal services: Physical fitness services, tanning salon services, tattoo parlor services, steam bath services, Turkish bath services, escort services, and dating services.

7. The term shall also include the renting or leasing of tangible personal property to consumers and the rental of equipment with an operator.

Y. "**Sale**," "**casual or isolated sale**."

1. "Sale" means any transfer of the ownership of, title to, or possession of, property for a valuable consideration and includes any activity classified as a "sale at retail," "retail sale," or "retail service." It includes renting or leasing, conditional sale contracts, leases with option to purchase, and any contract under which possession of the property is given to the purchaser but title is retained by the vendor as security for the payment of the purchase price. It also includes the furnishing of food, drink, or meals for compensation whether consumed upon the premises or not.

2. "Casual or isolated sale" means a sale made by a person who is not engaged in the business of selling the type of property involved on a routine or continuous basis.

Z. "**Sale at retail**," "**retail sale**."

1. "Sale at retail" or "retail sale" means every sale of tangible personal property (including articles produced, fabricated, or imprinted) to all persons irrespective of the nature of their business and including, among others, without limiting the scope hereof, persons who install, repair, clean, alter, improve, construct, or decorate real or personal property of or for consumers, other than a sale to a person who presents a resale certificate under RCW 82.04.470 and who:

    a. Purchases for the purpose of resale as tangible personal property in the regular course of business without intervening use by such person; or

    b. Installs, repairs, cleans, alters, imprints, improves, constructs, or decorates real or personal property of or for consumers, if such tangible personal property becomes an ingredient or component of such real or personal property without intervening use by such person; or

    c. Purchases for the purpose of consuming the property purchased in producing for sale a new article of tangible personal property or substance, of which such property becomes an ingredient or component or is a chemical used in processing, when the primary purpose of such chemical is to create a chemical reaction directly through contact with an ingredient of a new article being produced for sale; or

    d. Purchases for the purpose of consuming the property purchased in producing ferrosilicon which is subsequently used in producing magnesium for sale, if the primary purpose of such property is to create a chemical reaction directly through contact with an ingredient of ferrosilicon; or

    e. Purchases for the purpose of providing the property to consumers as part of competitive telephone service, as defined in RCW 82.04.065; or~~. The term shall include every sale of tangible personal property which is used or consumed or to be used or consumed in the performance of any activity classified as a "sale at retail" or "retail sale" even though such property is resold or utilized as provided in (a), (b), (c), (d), or (e) of this subsection following such use.~~

    f. Purchases for the purpose of satisfying the person's obligations under an extended warranty as defined in subsection Z.~~7~~8 of this section, if such tangible personal property replaces or becomes an ingredient or component of property covered by the extended warranty without intervening use by such person.

The term shall include every sale of tangible personal property which is used or consumed or to be used or consumed in the performance of any activity classified as a "sale at retail" or "retail sale" even though such property is resold or utilized as provided in (a), (b), (c), (d), (e), or (f) of this subsection following such use.

The term also means every sale of tangible personal property to persons engaged in any business that is taxable under RCW 82.04.280(1)(a), (b), and (g), 82.04,290, and 82.04.2908.

2. "Sale at retail" or "retail sale" also means every sale of tangible personal property to persons engaged in any business activity which is taxable under Section 5.04.050.A.7.

3. The term "sale at retail" or "retail sale" includes the sale of or charge made for personal, business, or professional services including amounts designated as interest, rents, fees, admission, and other service emoluments however designated, received by persons engaging in the following business activities:

a. Information technology training services, technical support, and other services including, but not limited to, assisting with network operations and support, help desk services, in-person training related to hardware or software, network system support services, data entry services, and data processing services; or

b. Custom website development services. For the purposes of this subsection (3), "website development services" means the design, development, and support of a website provided by a website developer to a customer; or

c. Investigation, security services, security monitoring services, and armored car services including, but not limited to, background checks, security guard and patrol services, personal and event security, armored car transportation of cash and valuables, and security system services and monitoring. This does not include locksmith services; or

d. Temporary staffing services. For the purposes of this subsection (3), "temporary staffing services" means providing workers to other businesses, except for hospitals licensed under chapter 70.41 or 71.12 RCW, for limited periods of time to supplement their workforce and fill employment vacancies on a contract or for fee basis; or

e. Advertising services.

i. For the purposes of this subsection Z.3, "advertising services" means all digital and nondigital services related to the creation, preparation, production, or dissemination of advertisements including, but not limited to:

A. Layout, art direction, graphic design, mechanical preparation, production supervision, placement, referrals, acquisition of advertising space, and rendering advice concerning the best methods of advertising products or services; and

B. Online referrals, search engine marketing, and lead generation optimization, web campaign planning, the acquisition of advertising space in the internet media, and the monitoring and evaluation of website traffic for purposes of determining the effectiveness of an advertising campaign.

ii. "Advertising services" do not include:

A. Web hosting services and domain name registration;

B. Services rendered in respect to the following:

I. "Newspapers" as defined in RCW 82.04.214;

II. Printing or publishing under RCW 82.04.280; and

III. "Radio and television broadcasting" within this state as defined in RCW 82.04 (section 1, chapter 9, Laws of 2025); and

C. Services rendered in respect to out-of-home advertising, including: Billboard advertising; street furniture advertising; transit advertising; place-based advertising, such as in-store display advertising or point-of-sale advertising; dynamic or static signage at live events; naming rights; and fixed signage advertising. Out-of-home advertising does not include direct mail; or

f. Live presentations including, but not limited to, lectures, seminars, workshops, or courses where participants attend either in person or via the internet or telecommunications equipment that allows audience members and the presenter or instructor to give, receive, and discuss information with each other in real time.

For the purposes of (a) through (c) and (e) of this subsection Z.3, the terms "sale at retail" and "retail sale" do not include a sale between members of an affiliated group as defined in RCW 82.04.299(1)(f).

~~3~~4. "Sale at retail" or "retail sale" shall include the sale of or charge made for tangible personal property consumed and/or for labor and services rendered in respect to the following:

a. The installing, repairing, cleaning, altering, imprinting, or improving of tangible personal property of or for consumers, including charges made for the mere use of facilities in respect thereto, but excluding charges made for the use of coin-operated

laundry facilities when such facilities are situated in an apartment house, rooming house, or mobile home park for the exclusive use of the tenants thereof, and also excluding sales of laundry service to nonprofit health care facilities, and excluding services rendered in respect to live animals, birds and insects;

b. The constructing, repairing, decorating, or improving of new or existing buildings or other structures under, upon, or above real property of or for consumers, including the installing or attaching of any article of tangible personal property therein or thereto, whether or not such personal property becomes a part of the realty by virtue of installation, and shall also include the sale of services or charges made for the clearing of land and the moving of earth excepting the mere leveling of land used in commercial farming or agriculture;

c. The charge for labor and services rendered in respect to constructing, repairing, or improving any structure upon, above, or under any real property owned by an owner who conveys the property by title, possession, or any other means to the person performing such construction, repair, or improvement for the purpose of performing such construction, repair, or improvement and the property is then reconveyed by title, possession, or any other means to the original owner;

d. The sale of or charge made for labor and services rendered in respect to the cleaning, fumigating, razing or moving of existing buildings or structures, but shall not include the charge made for janitorial services; and for purposes of this section the term "janitorial services" shall mean those cleaning and caretaking services ordinarily performed by commercial janitor service businesses including, but not limited to, wall and window washing, floor cleaning and waxing, and the cleaning in place of rugs, drapes and upholstery. The term "janitorial services" does not include painting, papering, repairing, furnace or septic tank cleaning, snow removal or sandblasting;

e. The sale of or charge made for labor and services rendered in respect to automobile towing and similar automotive transportation services, but not in respect to those required to report and pay taxes under chapter 82.16 RCW;

f. The sale of and charge made for the furnishing of lodging and all other services, except telephone business and cable service, by a hotel, rooming house, tourist court, motel, trailer camp, and the granting of any similar license to use real property, as

distinguished from the renting or leasing of real property, and it shall be presumed that the occupancy of real property for a continuous period of one month or more constitutes a rental or lease of real property and not a mere license to use or enjoy the same. For the purposes of this subsection, it shall be presumed that the sale of and charge made for the furnishing of lodging for a continuous period of one month or more to a person is a rental or lease of real property and not a mere license to enjoy the same;

g. The installing, repairing, altering, or improving of digital goods for consumers;

h. The sale of or charge made for tangible personal property, labor and services to persons taxable under (a), (b), (c), (d), (e), (f), and (g) of this subsection when such sales or charges are for property, labor and services which are used or consumed in whole or in part by such persons in the performance of any activity defined as a "sale at retail" or "retail sale" even though such property, labor and services may be resold after such use or consumption. Nothing contained in this subsection shall be construed to modify subsection Z.1 of this section and nothing contained in subsection Z.1 of this section shall be construed to modify this subsection.

~~4~~ 5. "Sale at retail" or "retail sale" shall also include the providing of competitive telephone service to consumers.

~~5~~ 6. "Sale at retail" or "retail sale"

a. "Sale at retail" or "retail sale" shall also include the sale of prewritten software, custom software, and customization of prewritten computer software to a consumer other than a sale to a person who presents a resale certificate under RCW 82.04.470, regardless of the method of delivery to the end user. For purposes of this subsection Z.~~5~~.6(a) the sale of the sale of prewritten computer software includes the sale of or charge made for a key or an enabling or activation code, where the key or code is required to activate prewritten computer software and put the software into use. There is no separate sale of the key or code from the prewritten computer software, regardless of how the sale may characterized by the vendor or by the purchaser. ~~The term "sale at retail" or "retail sale" does not include the sale of or charge made for:~~

~~ii.Custom software; or~~

~~iii.The customization of prewritten software.~~

b. The term "sale at retail" or "retail sale" also includes the charge made to consumers for the right to access and use prewritten computer software, , custom software, and customization of prewritten computer software, where possession of the software is maintained by the seller or a third party, regardless of whether the charge for the service is on a per use, per user, per license, subscription, or some other basis.

i. The service described in subsection Z.6~~5~~.b includes the right to access and use prewritten software, custom software, and customization of prewritten computer software to perform data processing.

ii. For purposes of this subsection b.i and b.ii "data processing" means the systematic performance of operations on data to extract the required information in an appropriate form or to convert the data to usable information. Data processing includes check processing, image processing, form processing, survey processing, payroll processing, claim processing, and similar activities.

~~6~~ 7. "Sale at retail" or "retail sale" shall also include the sale of or charge made for labor and services rendered in respect to the building, repairing, or improving of any street, place, road, highway, easement, right of way, mass public transportation terminal or parking facility, bridge, tunnel, or trestle which is owned by a municipal corporation or political subdivision of the state, the State of Washington, or by the United States and which is used or to be used primarily for foot or vehicular traffic including mass transportation vehicles of any kind.

~~7~~ 8. "Sale at retail" or "retail sale" shall also include the sale of or charge made for an extended warranty to a consumer. For purposes of this subsection, "extended warranty" means an agreement for a specified duration to perform the replacement or repair of tangible personal property at no additional charge or a reduced charge for tangible personal property, labor, or both, or to provide indemnification for the replacement or repair of tangible personal property, based on the occurrence of specified events. The term "extended warranty" does not include an agreement, otherwise meeting the definition of extended warranty in this subsection, if no separate charge is made for the agreement and the value of the agreement is included in the sales price of the tangible personal property covered by the agreement.

~~8.~~ 9. "Sale at retail" or "retail sale" shall also include the sale of or charge made for labor and services rendered in respect to the constructing, repairing, decorating, or improving of new or existing buildings or other structures under, upon, or above real property of or for the United States, any instrumentality thereof, or a county or city housing authority created pursuant to chapter 35.82 RCW, including the installing, or attaching of any article of tangible personal property therein or thereto, whether or not such personal property becomes a part of the realty by virtue of installation (government contracting).

~~9.~~ 10. "Sale at retail" or "retail sale" shall not include the sale of services or charges made for the clearing of land and the moving of earth of or for the United States, any instrumentality thereof, or a county or city housing authority. Nor shall the term include the sale of services or charges made for cleaning up for the United States, or its instrumentalities, radioactive waste and other byproducts of weapons production and nuclear research and development. ~~[This should be reported under the service and other classification.]~~

~~10.~~ 11. "Sale at retail" or "retail sale" shall not include the sale of or charge made for labor and services rendered for environmental remedial action. ~~[This should be reported under the service and other classification.]~~

~~11.~~ 12. a. "Sale at retail" or "retail sale" shall also include the following sales to consumers of digital goods, digital codes, and digital automated services:

~~a.~~ i. Sales in which the seller has granted the purchaser the right of permanent use;

~~b.~~ ii. Sales in which the seller has granted the purchaser a right of use that is less than permanent;

~~c.~~ iii. Sales in which the purchaser is not obligated to make continued payment as a condition of the sale; and

~~d.~~ iv. Sales in which the purchaser is obligated to make continued payment as a condition of the sale.

b. A retail sale of digital goods, digital codes, or digital automated services under this subsection 5.03.030.Z includes any services provided by the seller exclusively in connection with the digital goods, digital codes, or digital automated services, whether or not a separate charge is made for such services.

c. A retail sale of digital goods, digital codes, or digital automated services does not include the following services if the sale occurs between members of an affiliated group as defined in RCW 82.04.299(1)(f):

i. Any service that primarily involves the application of human effort by the seller, and the human effort originated after the customer requested the service;
ii. Live presentations, such as lectures, seminars, workshops, or courses, where participants are connected to other participants via the internet or telecommunications equipment, which allows audience members and the presenter or instructor to give, receive, and discuss information with each other in real time;
iii. Advertising services. For purposes of this subsection, "advertising services" means all services directly related to the creation, preparation, production, or dissemination of advertisements. Advertising services include layout, art direction, graphic design, mechanical preparation, production supervision, placement, and rendering advice to a client concerning the best methods of advertising that client's products or services. Advertising services also include online referrals, search engine marketing and lead generation optimization, web campaign planning, the acquisition of advertising space in the internet media, and the monitoring and evaluation of website traffic for purposes of determining the effectiveness of an advertising campaign. Advertising services do not include web hosting services and domain name registration; and
iv. Data processing services. For purposes of this subsection, "data processing service" means a primarily automated service provided to a business or other organization where the primary object of the service is the systematic performance of operations by the service provider on data supplied in whole or in part by the customer to extract the required information in an appropriate form or to convert the data to usable information. Data processing services include check processing, image processing, form processing, survey processing, payroll processing, claim processing, and similar activities. Data processing does not include the service described in subsection Z.6.b of this section.

d. For purposes of this subsection, "permanent" means perpetual or for an indefinite or unspecified length of time. A right of permanent use is presumed to have been granted unless the agreement between the seller and the purchaser specifies or the circumstances surrounding the transaction suggest or indicate that the right to use terminates on the occurrence of a condition subsequent.

~~12~~ 13. "Sale at retail" or "retail sale" shall also include the installing, repairing, altering, or improving of digital goods for consumers.

AA. "**Sale at wholesale**" or "**wholesale sale**" means any sale of tangible personal property, digital goods, digital codes, digital automated services, prewritten

computer software, custom software, customization of prewritten software to a consumer, or services described in subsection Z.6.b ~~[insert reference to "sale at retail" section 5(b)(i)]~~, which is not a retail sale, and any charge made for labor and services rendered for persons who are not consumers, in respect to real or personal property and retail services, if such charge is expressly defined as a retail sale or retail service when rendered to or for consumers. Sale at wholesale also includes the sale of telephone business to another telecommunications company as defined in RCW 80.04.010 for the purpose of resale, as contemplated by RCW 35.21.715.

BB. "**Service**" means those activities that do not fall within one of the other tax classifications used by a City. The term "service" excludes retail or wholesale services.

CC. "**Taxpayer**" means any "person", as herein defined, required to have a business license under this chapter or liable for the collection of any tax or fee under this chapter, or who engages in any business or who performs any act for which a tax or fee is imposed by this chapter.

DD. "**Value proceeding or accruing**" means the consideration, whether money, credits, rights, or other property expressed in terms of money, a person is entitled to receive or which is actually received or accrued. The term shall be applied, in each case, on a cash receipts or accrual basis according to which method of accounting is regularly employed in keeping the books of the taxpayer.

EE. "**Value of products**."

1. The value of products, including by-products, extracted or manufactured, shall be determined by the gross proceeds derived from the sale thereof whether such sale is at wholesale or at retail, to which shall be added all subsidies and bonuses received from the purchaser or from any other person with respect to the extraction, manufacture, or sale of such products or by-products by the seller.

2. Where such products, including by-products, are extracted or manufactured for commercial or industrial use; and where such products, including by-products, are shipped, transported or transferred out of the City, or to another person, without prior sale or are sold under circumstances such that the gross proceeds from the sale are not indicative of the true value of the subject matter of the sale; the value shall correspond as nearly as possible to the gross proceeds from sales in this state of similar products of like quality and character, and in similar quantities by other taxpayers, plus the amount of subsidies or bonuses ordinarily payable by the purchaser or by any third person with respect to the extraction, manufacture, or sale of such products. In the absence of sales of similar products as a guide to value, such value may be

determined upon a cost basis. In such cases, there shall be included every item of cost attributable to the particular article or article extracted or manufactured, including direct and indirect overhead costs. The Director may prescribe rules for the purpose of ascertaining such values.

3. Notwithstanding subsection EE.2 above, the value of a product manufactured or produced for purposes of serving as a prototype for the development of a new or improved product shall correspond to (a) the retail selling price of such new or improved product when first offered for sale; or (2) the value of materials incorporated into the prototype in cases in which the new or improved product is not offered for sale.

FF. "**Wholesaling**" means engaging in the activity of making sales at wholesale, and is reported under the wholesaling classification.

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. Referendum. This ordinance is subject to the referendum procedure specified in RCW 35.21.706. A referendum petition may be filed within seven days of the passage of the ordinance with the filing officer of the City, which is hereby designated to be the City Clerk, 415 West 6th Street, Vancouver, Washington. Within ten days of filing the petition, the City Clerk shall confer with the petitioner concerning the form and style of the petition, issue the petition an identification number, and secure an accurate, concise, and positive ballot title from the City Attorney. The petitioner shall then have thirty days in which to secure the signatures of not less than fifteen percent of the registered voters of the City, as of the last municipal general election, upon petition forms which contain the ballot title and the full text of the measure to be referred. Signed petition forms that are timely submitted to the City Clerk shall be transmitted to the Clark County Auditor who shall verify the sufficiency of the signatures on the petition and report to the

City Clerk. If sufficient valid signatures are properly submitted, the City Clerk shall so inform the City Council, which shall submit the referendum measure to the voters at a special election to be held on the next City election date, as provided in RCW 29A.04.330, that occurs not less than forty-five days after the County Auditor's report of sufficiency is received by the City Clerk, unless a general election will occur within ninety days of receipt of that report, in which event the proposed ordinance will be submitted at the general election. Pursuant to RCW 35.21.706, the referendum procedure in this section is exclusive, and as such this ordinance is not subject to any other referendum or initiative process.

Section 5. Effective date. This ordinance shall become effective on the later date of (a) January 1, 2026, or (b) if a timely referendum petition is filed as provided for in the previous section, the effective date shall be the date on which the referendum petition is found to be insufficient under or the ordinance is approved by the voters at the election.

DATE OF FINAL PASSAGE at a Regular Meeting of the Vancouver City Council: _____, 2025.

SIGNED this _____ day of _____, 2025.

_____
Anne McEnerny-Ogle, Mayor

Attest:

_____
Natasha Ramras, City Clerk

Approved as to form:

_____
Nena Cook, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE relating to Chapter 5.03 of the Vancouver Municipal Code (VMC), Business and Occupation Tax, amending VMC 5.03.030; and providing for severability, referendum, 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.

2026 changes to City B&O Tax Model Ordinance

A city workgroup of city finance directors and tax managers met over the summer to review changes needed to the B&O model ordinance in response to **SB 5814** changing the taxation of certain activities from services to sales.

Now B&O tax cities must adopt mandatory changes to model ordinance with same effective date: January 1, 2026.

SB 5814 changed the tax classification for the following services to retail sales:

- Advertising services;
- Live presentations;
- Information technology services;
- Custom website development services;
- Investigation, security, and armored car services;
- Temporary staffing services; and
- Sales of custom software and customization of prewritten software.

Changes to Model Ordinance
The workgroup decided to limit revisions to the model ordinance to changes necessary to implement the state's changes to sales at retail in **SB 5814**.

The model ordinance changes are as follows:

- **Core model ordinance .030: Definition of "sale at retail"**
  - adds new subsection (3) to incorporate changes to professional services.
  - (6) updates language related to custom software and customization of prewritten software.
  - (12) updates language related to digital goods and digital automated services.
- **Core model ordinance .030: Definition of "sale at wholesale"**: adds language to parallel updates to software in retail sales (6).
- **Technical change**: .030 "sale at retail": (1) moves misplaced language to correct typo created when extended warranties were added to the model.

While **SB 5814** also changed the definitions of digital automated services and digital goods, the model ordinance did not need to be updated because the model ordinance incorporates the state's definition by reference to the RCW.

Background on the Model Ordinance
53 cities impose a local B&O tax on the gross receipts of businesses engaging in business in their city.

Since 2004, cities with local B&O taxes were required to adopt the B&O tax model ordinance with mandatory uniform provisions related to a minimum threshold, tax classification definitions, engaging in business definition, and allocation and apportionment for activities occurring in more than one jurisdiction. (Chapter 35.102 RCW)

There are four main classifications: manufacturing, retail sales, wholesale sales, and services, but some cities have additional classifications.

The last revision was another technical fix to the B&O tax model ordinance in response to state law changes related to newspapers and took effect January 1, 2023.

Staff Report: 205-25

To: Mayor and City Council
From: City Manager
Date: December 8, 2025

Subject
Consider Ethics Investigation Advisory Report Regarding Councilmember Harless

Key Points

- On August 29, 2025, the City Manager's Office received a complaint against Councilmember Kim Harless.
- Pursuant to City Council Policy 100-36, Council reviewed the Complaint and determined next steps.
- On October 6, 2025, Council requested the ethics complaint be investigated by the Hearings Examiner.
- On October 13, 2025, Nena Cook, City Attorney, informed Council that the Hearings Examiner declined the assignment, and recommended the City hire an outside attorney to conduct the investigation. Brenda L. Bannon from Ogletree Deakins, was hired to conduct the investigation.

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

Present Situation
On August 29, 2025, the City Manager's Office received the attached ethics complaint from Mr. Brad Erhart against Councilmember Kim Harless (the "Complaint"). On October 6, 2025, Council requested the ethics complaint be investigated by the Hearings Examiner. On October 13, 2025, Nena Cook, City Attorney, informed Council that the Hearings Examiner declined the assignment, and recommended the City hire an outside attorney to conduct the investigation. Shortly thereafter, the City hired Brenda L. Bannon from Ogletree Deakins. Ms. Bannon conducted the investigation, and on December 1, 2025, issued her advisory report ("Advisory Report").

The Advisory Report concludes:

"The compiled credible evidence may support a violation of Ethics Policy, Sec. 5.0 (Avoidance of the Appearance of Impropriety); based on the preponderance of the evidence reviewed here, the evidence does not support a violation of Ethics Policy, Sec. 6.0."

Advantage(s)
None

Challenge(s)
None

Budget Impact
The City incurred $9,900 in attorneys' fees through October 31, 2025.

Prior Council Review
October 6, 2025 - New Business
October 13, 2025 - Communications Update

Action Requested
On Monday, December 8, 2025, review the Advisory Report and take action. Action may include the following:

1. Dismissal of the complaint on the basis that no violation of the Code of Ethics occurred; or
2. Remand to Ms. Bannon to obtain additional information in order for the Council to decide whether a violation has occurred; or
3. Make a determination, that by a preponderance of the evidence, a violation of the Code of Ethics has occurred, in which case the Council shall adopt written findings, conclusions and appropriate sanctions.
4. Pursuant to City Council Policy 100-36, Section 9.0, Council cannot make a final determination about the Complaint for a period of 10 (ten) days to allow Councilmember Harless to request a review of the Council’s decision.

Staff Contact
Nena Cook, City Attorney, nena.cook@cityofvancouver.us

Attachments:
1. Ethics Investigation Advisory Report
2. Report Appendix
3. 100-36 Ethics Policy

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
Attorneys at Law
Brenda L. Bannon
brenda.bannon@ogletree.com
1201 Third Avenue, Suite 5150
Seattle, WA 98101
Telephone: 206-693-7057
Facsimile: 206-693-7058
www.ogletreedeakins.com

ADVISORY REPORT MEMORANDUM

TO: City of Vancouver Council; City Manager; City Attorney

FROM: Brenda L. Bannon, Investigator/Hearing Examiner

DATE: December 2, 2025

SUBJECT: ***Ethics Investigation Advisory Report; City of Vancouver***

Executive Summary: The compiled credible evidence may support a violation of Ethics Policy, Sec. 5.0 (Avoidance of the Appearance of Impropriety); based on the preponderance of the evidence reviewed here, the evidence does not support a violation of Ethics Policy, Sec. 6.0.

I. SCOPE OF INVESTIGATION AND PROCESS

On or around October 13, 2025, the City of Vancouver's City Attorney retained my services to conduct an independent investigation as a quasi–Hearing Examiner to evaluate public allegations of ethics violations by a sitting Council Member ("Council Member"). The need for the investigation grew from the City Manager receiving an August 28, 2025 typed complaint document ("Complaint") reciting allegations of apparent conflicts of interest related to the Council Member/Chair of the LTAC[1] voting on City grant awards for a nonprofit corporation that is operated by the Council

[1] "LTAC" refers to the City's volunteer Lodging Tax Advisory Committee. The objective seems to be to award grants to applicants that support local projects and events that increase tourism and related revenue in the City. Annually, many of thousands of dollars are awarded to an array of applicants. For grant year 2025, LTAC recommended awarding a total of $1,832,820.00 grant monies among 18 of 24 applicants. Besides the Chair (who must be an elected official), there are four Committee members from the hotelier community and four Committee members from area nonprofits; Committee members serve 2-year terms. These efforts are guided by RCW 67.28.1817. Per the City's website, the relevant lodging tax is 4%. The City redesigned the application process in 2024 and added four new grant categories. https://url.us.m.mimecastprotect.com/s/AHKHC4xwqwuBL4BjJCOfrC4Bskt?domain=cityofvancouver.us.

For 2026 grant awards, the application process was open between August 1 and September 19, 2025. https://www.cityofvancouver.us/city-opens-lodging-tax-grant-application-for-2026-tourism-and-cultural-events-festivals-and-programs/. Per the City's website, "applications will be evaluated based on alignment with the City's Strategic Plan Core Values, Visit Vancouver's Destination Master Plan, and other factors including seasonality, geography, equity and inclusion, environmental sustainability, uniqueness and economic

Atlanta ▪ Austin ▪ Berlin (Germany) ▪ Birmingham ▪ Boston ▪ Charleston ▪ Charlotte ▪ Chicago ▪ Cleveland ▪ Columbia ▪ Columbus ▪ Dallas ▪ Denver ▪ Detroit Metro ▪ Greenville ▪ Houston ▪ Indianapolis ▪ Kansas City ▪ Las Vegas ▪ London (England) ▪ Los Angeles ▪ Memphis ▪ Mexico City (Mexico) ▪ Miami ▪ Milwaukee ▪ Minneapolis ▪ Montréal (Canada) ▪ Morristown ▪ Nashville ▪ New Orleans ▪ New York City ▪ Oklahoma City ▪ Orange County ▪ Paris (France) ▪ Philadelphia ▪ Phoenix ▪ Pittsburgh ▪ Portland, ME ▪ Portland, OR ▪ Raleigh ▪ Richmond ▪ St. Louis ▪ St. Thomas ▪ Sacramento ▪ Salt Lake City ▪ San Antonio ▪ San Diego ▪ San Francisco ▪ Seattle ▪ Stamford ▪ Tampa ▪ Toronto (Canada) ▪ Torrance ▪ Tucson ▪ Washington

Member's now fiancé (J.P.). Prior to receiving this Complaint, the LTAC had thrice recommended to the City Council to award grant funds to the same nonprofit organization: Vancouver Arena. The total awarded grant monies at issue over a 3-year period are $29,750.00. I was tasked with investigating the Complaint and establishing facts to assist the City's evaluation of its City Council Code of Ethics and Conduct, Policy No. 100-36, effective date 12/13/21 ("Ethics Policy"). The Complaint in question was submitted during the 2025 grant application window for 2026 grant monies, and also a few months before the general election where the Council Member/LTAC Chair was running for re-election.[2] Ethics Policy Sec. 9.0 seeks an advisory report regarding whether my findings and conclusions support a policy violation.

Between October 30, 2025 and November 12, 2025, I interviewed two witnesses.[3] One potential witness chose not to participate as a witness in this investigation but provided some email information, and the Complainant chose to provide a lengthy analysis email in response to a broad written question. J.P. and the Council Member provided separate voluntary interviews. J.P. allowed my review of exemplar Vancouver Arena financial statements in a screen-share during his interview. I have also received and evaluated voluminous documentary evidence to include documents and compiled summaries supplied by Complainant (to include spreadsheets with embedded hyperlinks to electronic background search information, data broker website information, archive.com information, IRS information, links to several years of social media and photographs, news media, and links to campaign information, etc.). Separately I have obtained and reviewed relevant Council Meeting Agenda Packets and LTAC agendas, minutes, voting documents and grant award recommendation sheets; the City's Professional Services Agreements with the Vancouver Arena; Public Disclosure Commission documents; WA Secretary of State documents; related news articles; related public complaints; and the Complainant's August 29, 2025 opinion letter to "Clark County Today." I watched and listened to several relevant public LTAC Meetings, and to City Council Meetings where the Complainant and the Council Member provided statements about the issues at hand -- as did other members of the public. The reviewed documents are too voluminous to individually list. As I wound down the investigation, pursuant to Ethics Policy Section 9.0, I provided to the Council Member the reviewed information for her voluntary written response; I have taken that December 1, 2025 written response into consideration here.

It is my normal practice to accept business records prepared in the ordinary course of business as conclusive regarding dates and events. In an effort to protect the confidentiality of the investigation and to preserve the overall integrity of the general investigative process, I have only referenced participating witnesses' names in the narrative of the report where important to the overall context.[4] **Appendix A** contains the original public Complaint; **Appendix B** contains (among other statements) an analysis email provided by the Complainant summarizing a perspective of financial or personal interest by the Council Member at issue; **Appendix C** contains the 2022 through 2024 Lodging Tax Advisory Committee Grant Award Recommendations to City Council; **Appendix D** contains the Ethics Policy at issue; and **Appendix E** contains the 12/01/2025 written response prepared by the

impact." *See* more public LTAC program information here: https://www.cityofvancouver.us/economic-prosperity-and-housing/lodging-tax-grant-program/.

[2] Many different entities are awarded thousands of dollars of LTAC funds each year. See **App. C** as an example of LTAC grant award recommendations to Council to be used in 2023, 2024, and 2025.
[3] These witnesses were interviewed via remote videoconferencing using the Teams platform.
[4] *See,* RCW 42.56.250(1)(f).

Council Member's attorney. Pending the completion of this Investigation and review by the City, the Council Member -- who won the recent bid for reelection -- is not chairing LTAC.

II. POLICY PROVISION AND LEGAL STANDARD

The applicable policy provision for the City of Vancouver ethics allegations at issue includes its City Council Code of Ethics and Conduct, Policy and Procedure No. 100-36. The City includes the following introductory statement of purpose: "The purpose of this policy is to establish a formal code of ethics by which Councilmembers will conduct themselves while serving on the Vancouver City Council." Ethics Policy, Sec. 1.0. **App. D.**

The "Declaration of Policy" states in part as follows:

> It is essential to the proper administration and operation of the City of Vancouver that the City Council be and give the appearance of being independent and impartial; that elective office with the City of Vancouver not be used for personal benefit; and that the public have confidence in the integrity of the City. In recognition of these goals, the City has adopted this Code of Ethics, which is applicable to all members of the City Council.
>
> The purpose of this Code is to establish standards of ethical conduct applicable to the City Councilmembers, including the Mayor, in the discharge of their duties by prescribing essential restrictions against conflict of interest and other conduct not consistent with good ethical practices while not creating unnecessary barriers to public service…

The policy also cross-references to RCW 42.23, 42.20, and 42.36 in addition to generally referencing applicable federal and state laws and applicable rules and regulations regarding the conduct of public officials.

This report is a summary Advisory Report and is not intended to be a comprehensive recitation of all the information that was collected, reviewed and considered as part of the investigation. The examples discussed in this report are thus intended to be illustrative and not exhaustive. If a description is a direct quote, it will be noted as such by quotation marks or block quotes. The findings and conclusions set forth in this report are based on the entirety of the record I considered and are not limited to the factual information contained in this report. The findings are based on a "preponderance of the evidence" standard which means that based on the credible evidence gathered during the investigation, it is "more likely than not" that an event occurred or did not occur as alleged. *See Ethics Policy,* **App. D** (Sec. 9.0). Background information is presented as context for the current workplace analysis.

Finally, this report is not intended to provide any legal conclusions or offer any legal advice and should not be construed as such. Due to the public nature of many of the statements and processes (*i.e.,* they were documented by audio and video during Council Meetings and in LTAC voting record), in specific instances there is not a dispute in the record. I am weighing the complainant's allegations against the available credible evidence and evaluating the presence or absence of corroborating evidence.[5]

[5] Generally speaking, credibility is not merely a determination of whether a witness is being truthful -- it involves consideration of a number of factors which include, but are not limited to: (i) ability to observe; (ii)

III. SUMMARY OF INVESTIGATION AND GENERAL FINDINGS

A. Chronological Background of Pertinant Events:

1. In 2021, the Council Member first met her now fiancé J.P.

According to J.P., he first crossed paths with the Council Member at community events while the Council Member was dating someone else. J.P. recalled he later became acquainted with the campaign platform and issues, attended a front-lawn campaign fundraising event at the Council Member's home, picked up a yard sign, and donated less than $50.00 to the campaign. J.P. placed the campaign yard sign on his lawn in Clark County. Whether these two individuals were friends or friendly acquaintances with shared interests is a matter of subjective interpretation.

2. In November 2021, the Council Member was first elected to City office

Following the successful general election, the Council Member was sworn into office in January 2022 and was appointed as Chair of LTAC early that year. LTAC typically accepts grant applications in late summer/fall of a given year and makes its award recommendations to the City Council in December. As a first-year Council Member, there reportedly would have been on-boarding training provided by the City Attorney's Office as to roles and responsibilities and Council policy on conflicts, possibly in the first quarter of 2022. I have not received/reviewed such training materials.

LTAC receives reminders from staff and legal as a part of its processes to avoid violating the City's Ethics Policy. For example, the October 9, 2024 reminder read as follows:

Chapter 42.23 RCW, Code of Ethics of Municipal Officers

- **LTAC members should recuse themselves from discussing or making decisions related to any applicant organization where they are a board member or employee.**
- Applicants where LTAC members likely have a conflict of interest or perceived conflict of interest: Visit Vancouver, VDA, Hilton Vancouver. Others?
- In recusing, the LTAC members should disclose their relationship on the record and then (a) leave the room if they are attending in-person, or (b) turn off their camera and refrain from unmuting if they are attending remotely.
- Where there are conflicts of interest scoring was not considered.

***

(10/9/24 slide presentation, emphasis in bold added).

Interested entities or individuals apply for LTAC funds on-line and "round 2 applicants" also have the opportunity to attend an LTAC meeting in-person to pitch why the funds should be awarded to it/them consistent with the publicly published LTAC grant criteria.

---

ability to recall and consistency of recollection; (iii) reputation for truthfulness; (iv) statements by other witnesses that are consistent or inconsistent with those of the declaring witness; (v) self-contradiction; (vi) bias/unusual interest in the outcome of the case or a friendly or hostile relationship with one of the parties; (vii) contemporaneous documentation; and (viii) an individual's conduct during the investigation, including demeanor and body language during interviews and/or other tangible and intangible conduct that goes to a witness's sincerity. Life and work experiences are also factored in as to a witness's perspective.

3. In Mid-November 2022, J.P. formed the Washington Nonprofit "Vancouver Arena"

According to J.P., after the Council Member began her official duties and was appointed to chair the LTAC, she called J.P. to suggest that he apply for LTAC grant funds for his various community events (*i.e.,* "Community Days," "Go Events," Food Drives, Earth Day, DYI Parties, etc.). Per the Council Member, she has made similar suggestions to many other individuals/organizations. Until that phone call, J.P. had not been familiar with LTAC. Because LTAC requires a formal organization, J.P. applied to the Secretary of State to form Vancouver Arena, a Washington Nonprofit Corporation. The Certificate for the Articles of Incorporation was issued on November 15, 2022. One of the events that this nonprofit sponsors and organizes is the Vancouver Pokeman Go Fest.[6]

4. In winter 2022, LTAC funds were awarded to the Vancouver Arena for use in 2023

In late 2022, there was a unanimous vote by LTAC voting members to recommend an award of grant funds to the Vancouver Arena. $8,000.00 LTAC funds were awarded to the Vancouver Arena for use in 2023. Consistent with published LTAC protocol, before the LTAC vote in December 2022, J.P. had appeared before LTAC and presented a proposal to the Committee as to why the requested funds should be awarded to Vancouver Arena. The presentation and voting were audio and video recorded.[7] The Council Member did not disclose to LTAC her acquaintance with J.P. or that she had invited him to apply for an LTAC grant.

5. In mid-January 2023, the Council Member began dating J.P.

According to witnesses and social media, these individuals began dating during January 2023. Until the Complaint was received by the City, the Council Member did not disclose to LTAC any information about their relationship. Since the time they have been dating, they have routinely shared expenses in the routine way that dating couples do; J.P. has paid for lunches, dinners, coffee, a t-shirt, and routine dating type gifts, but reportedly nothing of enormous value. The Council Member also recalled sharing meals and coffee and occasional dinners or outings. J.P. recalled that the Council Member may have attended the 2023 Go-Fest in summer 2023 that was in part supported by an LTAC grant. The Council Member did not formally volunteer for the event. In August 2023, they travelled to London together for a Pokeman Go event, and they informally shared the costs of the trip.

6. In winter 2023, LTAC funds were awarded to the Vancouver Arena for use in 2024

Consistent with published LTAC protocol, before the LTAC vote, J.P. had appeared before LTAC and presented a proposal to the Committee as to why the requested funds should be awarded to Vancouver Arena. By a unanimous vote of voting members, $11,750.00 of LTAC grant funds were recommended to be awarded to the Vancouver Arena for use in 2024. The presentation and voting was audio and video recorded. (8/16/23 LTAC Meeting).[8] The Council Member did not disclose to

[6] This event is a part of a global celebration of the Pokeman game.
[7] Community members are allowed to stay and watch/listen to the LTAC communications/deliberations/vote.
[8] This LTAC Meeting hyperlink is provided to allow the reader to see the way the meeting routinely proceeded forward the year this couple began dating. The Council Member did not argue for the Go Fest and voted last. According to J.P.'s presentation and supporting materials, Vancouver Arena also organizes other community days to support food drives, autism awareness, earth days, Vancouver historic issues and other concerns in an effort to build community and support families and a diverse base; J.P. has been promoting community participation in live Pokeman events since 2017.

LTAC her relationship with J.P. or recuse herself. The summer 2024 Go-Fest event that was in part supported by LTAC funds may have been attended by the Council Member, *i.e.,* to have a cup of coffee or chat.

7. In winter 2024, LTAC funds were awarded to the Vancouver Arena for use in 2025

This couple continued to date in 2024 but maintained their separate residences. Consistent with LTAC protocol, before the LTAC vote, J.P. had appeared before LTAC and presented a presentation to the Committee as to why the requested funds should be awarded to Vancouver Arena. By a unanimous vote of the voting members, $10,000.00 LTAC grant funds were recommended to Council to be awarded to the Vancouver Arena for use in 2025. The presentation and voting were audio and video recorded. The Council Member did not disclose to LTAC her relationship with J.P. or recuse herself. https://www.cityofvancouver.us/wp-content/uploads/2025/01/EXHIBIT-A-2025-LTAC-Grant-Recommendations.pdf . **App. C.**

While voting for the 2025 LTAC grant recipients, this was the first time LTAC used the newly formed scoring protocol developed with an intention to increase objectivity and reduce bias in the deliberation and voting process. As LTAC Chair, the Council Member was reportedly a key proponent of this protocol.

At the formal LTAC grant recommendation vote in City Council, for grant years 2023, 2024, and 2025, the Council Member did not disclose any sort of friendship or relationship with J.P. to her colleagues or to the public on the record. According to the Council Member, when she started dating J.P., she had conferred with the then-City Attorney who informed her there was no conflict of interest since she received no monies from the grant applicant/Vancouver Arena, and they were not married. The Council Member also consulted with the City Attorney to assure that J.P.'s day job as an accountant did not provide a conflict, and she was reportedly assured that it was not an issue. She may have had more than one consultation. The Council Member is not an employee or officer at Vancouver Arena. This former City Attorney has asserted that such communications are likely considered attorney-client privileged, and he declined to be interviewed.

8. In early March 2025, the Council Member became engaged to J.P.

In mid-February 2025, J.P. changed his address and eventually moved in with the Council Member.[9] They began to regularly share domestic bills. Per J.P., the Council Member generally pays the mortgage bill, and J.P. takes care of other household expenses.

Per J.P., he proposed to the Council Member on March 7, 2025. The Council Member confirmed that they discussed their commitment to each other that night. They had bought each other rings and exchanged them. This couple attended a Seattle Star Trek event on March 8, 2025 and publicly announced their engagement with a movie cast photo displaying their rings while displaying the Vulcan salute ("live long and prosper"). The Council Member purchased the tickets to the event, and J.P. covered other expenses. They posted this picture on social media.

[9] J.P.'s change of address form to the USPS was to be effective by March 1, 2025. The Complaint seems to argue that there is evidence of earlier cohabitation, but such has not been supported by a preponderance of evidence.

As the Council Member's committed partner, J.P. stated that in 2025 he recalled contributing $1,200.00 to the primary campaign and $1,200.00 to the general campaign.

The Council Member volunteered as a floater at the summer 2025 Pokeman Go Fest by helping set up, handing out water and t-shirts and generally providing support. There were many volunteers. The Council Member was also on the stage welcoming attendees along with the Vancouver Downtown Association and others. According to publicly available information and the Council Member's interview, the Council Member had been interested in Pokeman as an activity with her son before she met J.P.

Over these relevant described years, there are publicly posted images of J.P. in various settings supporting and endorsing the Council Member's campaign efforts (2021 and 2025) and also generally socializing at various community events.

IV. FINDINGS OF FACT AND POLICY CONCLUSIONS

The weight of the credible evidence evaluated in this investigation supports a conclusion that it is likely that the City's Ethics Policy as a whole had been brought to the attention of the Council Member early in her tenure in late 2021/early 2022 as a new Council Member and as the Chair of LTAC. Intermittent reminders to guard against conflicts of interest generally were repeated over the years in LTAC meetings. There have been examples under the Council Member's/Chair's purview of other LTAC members recusing themselves from the deliberation and vote for specific grant applicants for various reasons involving a direct conflict of interest.

The weight of the credible evidence reviewed here may support a conclusion that the Council Member violated City Ethics Policy Section 5.0, "Avoidance of the Appearance of Impropriety." **App. D.** This policy provision, Sec. 5.0, is very broad and states in part as follows:

> No Councilmember shall, by their conduct or participation in activities, give reasonable basis for the impression that any person can improperly influence the Councilmember or unduly enjoy the Councilmember's favor in the performance of official City actions, or that the Councilmembers [sic] is affected in the performance of the official act or actions by the kinship, rank, or association with any person….

App. D (excerpted Sec. 5.0). Reaching such a conclusion regarding a policy violation here is hampered by the Council Member's uncontroverted evidence that she conferred with the then-City Attorney shortly after she started dating J.P. According to the Council Member, she recalls being advised that because she (i) was not in receipt of monies from the Vancouver Arena and (ii) was not married to J.P., there was no conflict of interest. The former City Attorney declined to provide communications on this topic for this investigation due to the Attorney Client Privilege.

Nonetheless, the preponderance of credible evidence does not support a violation of the remainder of the City's Ethics Policy provisions (Sec. 6.0). The Council Member's described activities/interests do not even fall within the definitions of "remote interests" that are excepted from "personal interests in contracts" such as a non-salaried officer of a non-profit corporation, an employee or agent of a contracting party receiving fixed wages or salary, a landlord or tenant of a contracting party, or a holder of less than one percent shares of a company/contracting party. (Sec. 6.0(A)).

Further, the compiled evidence does not support a finding that the Council Member has a direct or indirect "personal financial interest" in the Vancouver Arena or J.P. (Sec. 6.0(B)). It is unclear whether the City intended this section of its policy to extend to the award of *grant monies* versus an award of a *contract* to "do business with the City" as plainly stated. Grant recipients do enter into Professional Services Agreements. Either way, the available evidence does not reveal the Council Member receiving monies from this nonprofit or J.P. or having a "remote interest" in Vancouver Arena. The Policy states, "Questions regarding these kinds of situations should be directed to the City Attorney for review." (Sec. 6.0(B)). The Council Member has presented undisputed evidence on this point of seeking and obtaining advice from the former City Attorney.

The compiled evidence additionally does not support a finding that the Council Member disclosed to the Vancouver Arena or J.P. "confidential information." (Sec. 6.0(C)) or used her position to do the same. (Sec. 6.0(G)).

Last, the reviewed evidence does not support a finding regarding a prohibited "acceptance of compensation, gifts, favors, rewards or gratuity" "for a matter connected with or related to the officer's performance of official duties for the city" (Sec. 6.0(D)), or to seek personal gain. (Sec. 6.0(G)).

Regarding Ethics Policy time limitations: the Ethics Policy states as follows: "No action will be taken on any complaint which is filed later than three (3) years after a violation of the Code of Ethics is alleged to have occurred." (Sec. 9.0, p. 8).

I enter the following findings of fact:

1. The Council Member was appointed Chair of the City's LTAC in 2022, the year she was originally sworn into office. While the Council Member was the LTAC Chair, the LTAC recommended and the City Council awarded LTAC grants to the Vancouver Arena in 2022 (for use in 2023), 2023 (for use in 2024) and 2024 (for use in 2025). The total awarded sum was $29,750.00.

2. In early 2022, the Council Member encouraged J.P. to apply to LTAC to support one of his various community events. In response, in November 2022 J.P. applied to the Secretary of State to form the nonprofit "Vancouver Arena." In 2022, he applied to LTAC for grant monies for a 2023 Pokeman Go Fest event. In December 2022, J.P. verbally presented his grant application to LTAC.

3. J.P. is the Governor of the nonprofit Vancouver Arena.

4. The Council Member has received no monies from Vancouver Arena, and she is not an employee, board member, or an officer of any kind for the Vancouver Arena. This couple is not married.

5. Though the Council Member developed a relationship with Vancouver Arena grant applicant J.P., such relationship -- once it became romantic (early 2023) and eventually a public engagement/commitment (March 2025) -- was not brought to the attention of LTAC or City Council.

6. The Council Member reportedly brought this dating relationship to the attention of the then-City Attorney and was informed that the circumstances then described did not present a conflict of interest.

7. This couple began dating in early 2023, likely in mid-January.

8. They travelled to London together in August 2023.

9. The Council Member was romantically involved with J.P. at the time of the 2023 LTAC grant application, deliberation and voting process at the end of 2023 (for 2024 grant awards).

10. This couple supported each other's public events in 2024.

11. The Council Member was romantically involved with J.P. at the time of the 2024 LTAC grant application, deliberation and voting process at the end of 2024 (for 2025 grant awards).

12. The Council Member was engaged/publicly committed to J.P. and cohabitating at the time the 2025 grant application process was open, between August 1 and September 19, 2025.

13. The current Complaint was lodged on August 28, 2025. LTAC's review and deliberations had not officially begun at the time the instant Complaint was received.

14. As a part of the LTAC process for all second-round applicants, J.P. has provided a voluntary, brief, in-person LTAC grant presentation as a part of each of these described grant application and vetting processes.

15. Subjectively speaking, throughout this time, J.P. may have benefitted from the Council Member's public support for his community events, and the Council Member may have benefitted from J.P.'s public support for her two campaigns.

16. J.P.'s nonprofit corporation, Vancouver Arena, has financially benefitted from the City's LTAC grant awards.

17. J.P. received specific benefit from the Council Member apprising J.P. of the LTAC program in 2022. Such shared information was in no way private, confidential, privileged or proprietary, but instead readily available on the City's website.

18. The LTAC grant criteria and application process is found on the City's website.

19. The LTAC meetings, deliberations and voting all occur in an audio and video recorded public session in the presence of members of the public, City staff, and frequently a city attorney.

20. Once in a dating relationship, their sharing of expenses for occasional meals, coffee, outings (or paying for the same as the occasion may present), accepting gifts, sharing the cost of a vacation expense, and now (2025) sharing household expenses has benefitted both the Council Member and J.P.

21. In 2024, the Council Member encouraged and participated in creating a scoring protocol for LTAC to build in objectivity for the vetting and selection process and reduce bias. This protocol was used in 2024 to award the 2025 grant funds.

22. In 2025, J.P. recalled that he contributed $1,200.00 to the primary campaign and $1,200.00 to the general campaign. The PDC documents J.P.'s 2025 contributions to be $1,200.00 and $1,100.00, respectively.

23. The Ethics Policy generally *excludes* legally compliant campaign contributions from consideration as "compensation, gifts, favors, rewards or gratuity" providing a conflict of interest. (Policy Sec. 6.0 (D) (2) (i), **App. D,** p. 5).

24. There is no credible evidence to support the allegations or insinuations that the Council Member assisted J.P. in filling out the LTAC applications or provided some form of improper non-public insider information to J.P. in her role as LTAC Chair.

25. The evidence supports a finding that in years 2022, 2023 and 2024, amongst the voting members, the vote to recommend all of the supported grant awards was unanimous and the Council Member did not advocate for the award to Vancouver Arena on the record.

26. The Council Member maintains that she understood that if she had no direct financial stake and was not married to the applicant, there was no need to disclose her relationship with J.P. in 2022, 2023, or 2024 as earlier advised by the former City Attorney. No contrary evidence is available here.

Aside from the term "remote interest," the City's Ethics Policy provides no section providing a definition of terms. While the above-described evidence and findings may facially implicate the language of Policy Sec. 6.0 (D) (1) (b), this provision is very broad, and there is no definition provided of what constitutes accepting many of its terms:

> **Accepting gifts, gratuities, loans, entertainment or other items of value** from anyone with whom the city regularly transacts business, who has or seeks a contract with the city, or **who desires other official action from the city**.

App. D (Sec. 6.0 (D) (1) (b) (bold added)). Further, Sec. 6.0 (D) (2) provides a long list of nine *exceptions* to this provision regarding accepting gifts, etc. **App. D.**

Pursuant to Ethics Policy Section 6.0 (D) (2) (a), I conclude that based on the credible evidence as a whole, is undisputed that the above-described sharing of expenses, and/or the related payment/receipt for the expense of small gifts, flowers, meals, events, travel, 2023 London Pokeman Go vacation, March 2025 Seattle Star Trek event participation, and March 2025 ring exchange were related to this couple's interest in the community, common interests, and eventually interest in each other in a relationship, and **not made to gain or maintain influence** or otherwise improperly leverage Vancouver Arena's receipt of grant funds from LTAC. This conclusion is buttressed by the uncontroverted fact that the Council Member included her son in many of these community outings and personal recreational events; even before her election to Council, the Council Member shared live Pokeman events with her son as a member of the community and continued to do so after she was elected to Council.

The Ethics Policy language does not on its face prohibit Council Members from encouraging community members to participate in the very public LTAC application and grant award process. The Ethics Policy does not on its face prohibit Council Members from enjoying community events that are in part funded by LTAC grant monies. Nor does the Ethics Policy language on its face prohibit a Council Member from dating or becoming engaged with an LTAC grant applicant and spending time together at public events and moving in together. Nonetheless, the Ethics Policy does assert in part: "All members of the City Council should conduct their official duties with integrity and impartiality and in a manner that avoids even the appearance of impropriety or a conflict of interest between public duties and private interests." Sec. 5.0, Avoidance of the Appearance of Impropriety. **App. D.**

In short, as an advisory report, the preponderance of the credible evidence compiled during this investigation and summarized here may support a violation of the City's Ethics Policy Sec. 5.0, Avoidance of the Appearance of Impropriety, despite the reported 2023 consultation with the former City Attorney. **App. D.** I have received no copy of written City training on this point as potentially previously provided to the Council Member.

Please advise should you need further investigation, clarification or elaboration.

APPENDIX A

Brad Erhart
300 SE 184th Ave
Apt 101
Vancouver, WA 98683

August 28, 2025

City Manager & City Council
415 W 6th St
Vancouver, WA 98660

Subject: Formal Code of Ethics Complaint Against Kim Harless (Position 1)

Dear Members of the Vancouver City Council & City Manager:

Pursuant to the *City of Vancouver Policy 100-36 (City Council Code of Ethics and Conduct), Section 9.0*, I am writing to submit a formal complaint regarding violations of the *Code of Ethics* and *Washington State Law (RCW 42.23)* by Councilmember Kim Harless ("Harless").

I became personally aware of and knowledgeable about the violations detailed below beginning on August 6, 2025. This complaint is based substantially upon my personal knowledge.

This complaint details a significant conflict of interest involving Harless, in her capacity as a City Councilmember and Chair of the City of Vancouver Lodging & Tax Authority Committee ("LTAC"), and Mr. John Park ("Park"), the governor of Vancouver Arena and an applicant for City grants.

I. Summary of Violations

It has been discovered that in 2023, and continuing through 2025, Harless has maintained a romantic relationship with Park. There is further evidence suggesting this relationship existed in years prior as well. During this same period (2023, 2024, and 2025), Park applied for and received LTAC grants on behalf of Vancouver Arena for an event known as GoFest. Park is listed as the governor for Vancouver Arena in the organization's articles of incorporation and annual reports.

As Chair of LTAC and a member of the City Council, Harless participated in the review, deliberation, and approval processes for these grants without disclosing her relationship with Park and without recusing herself from the proceedings.

II. Relevant Policies and Laws Violated

Harless's actions violate the following sections of the *City of Vancouver Policy 100-36* and *Washington State Law*:

A. *City of Vancouver Policy 100-36, Section 6.0(B): Personal Influence in Contract Selection Prohibited*.

> No Councilmember shall influence the City's selection of, or its conduct of business with, a corporation, person, or firm having or proposing to do business with the City if the Councilmember has a personal financial interest, direct or indirect in or with the corporation, person, or firm, unless such interest is a remote interest as defined in RCW 42.23.040 and summarized herein and where the fact and extent of such interest is disclosed and noted in the official minutes or similar records of the City prior to formation of the contract and thereafter the City Council authorizes, approves, or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the vote or votes of the Councilmember(s) having the remote interest.

B. *City of Vancouver Policy 100-36, Section 6.0(A): Personal Interests in Contracts Prohibited*.

> No Councilmember shall participate in their capacity as a councilmember in the making of a contract in which the Councilmember has a personal interest, direct or indirect, or performs in regard to such a contract some function requiring the exercise of discretion on behalf of the City.

C. *RCW 42.23.030: Interest in contracts prohibited—Exceptions*.

> No municipal officer shall be beneficially interested, directly or indirectly, in any contract which may be made by, through or under the supervision of such officer, in whole or in part... A municipal officer may not vote in the authorization, approval, or ratification of a contract in which he or she is beneficially interested... The interest of the municipal officer must be disclosed to the governing body... before the formation of the contract.

A significant personal or romantic relationship, particularly one with evidence suggesting cohabitation (see *Section III.A*), constitutes a direct or indirect beneficial interest in contracts awarded to the partner. This relationship does not qualify as a "remote interest" as defined in *RCW 42.23.040*.

D. *City of Vancouver Policy 100-36, Section 5.0: Avoidance of the Appearance of Impropriety*.

The failure to disclose this relationship while presiding over and voting on grants for Park creates a clear appearance of impropriety.

III. Factual Basis for Complaint

The violations stem from Harless's failure to disclose her relationship with Park and her subsequent participation in decisions benefiting Park's organization, and her own personal interests, during the 2023, 2024, and 2025 grant cycles.

A. Evidence of Relationship and Potential Shared Residence

The following evidence establishes the existence of a relationship constituting a conflict of interest:

- Information obtained from data broker websites that strongly indicate a shared residence between Harless and Park beginning in 2022.
- An Archive.org copy of a photo posted on the Vancouver Arena website showing Park and Harless in a manner that strongly reflects a romantic relationship, taken on May 7, 2023 (includes original full-sized photo with metadata intact).
- A snapshot from Facebook showing a picture of Harless's conversation with Park while referring to him as "honey" from February 2024.
- Snapshots of the postings to the Vancouver Arena Facebook Group showing Harless and Park together at Vancouver Arena events in June and July 2024.
- An Archive.org snapshot of Harless's Bluesky account showing messages exchanged between her and Park in November 2024.
- A photo of Harless and Park together in April 2025, at a Star Trek meetup.
- An Archive.org snapshot of the Vancouver Downtown Association website, and snapshots of their Facebook postings from June 28, 2025, showing what appears to be Harless cosplaying alongside Park at the LTAC grant event.
- An Archive.org copy of Harless's campaign website from August 2025, including a photo showing her arm around Park and strongly reflecting a romantic relationship (including original full-sized photo).
- A snapshot from Harless's Facebook account showing her relationship with Park dated August 6, 2025.
- A snapshot of Harless's postings to the Vancouver Arena Facebook Group dating back to May 2018.

B. Evidence of Political and Financial Connections

- Washington State Public Disclosure Commission (PDC) documents showing campaign donations made by Park to Harless in 2021 and 2025.
- Snapshots and Archive.org copies of Harless's campaign website and Facebook account showing Park holding campaign material and endorsing Harless (July 15, 2021, and October 17, 2021).
- Snapshots of Harless's campaign account on Facebook and Instagram showing Park assisting in multiple campaign activities and appearing in campaign material for Harless (May – August 2025).

C. Failure to Disclose Conflict and Failure to Recuse

Despite the established relationship, Harless failed to disclose the conflict of interest during LTAC and City Council meetings where Vancouver Arena grants were discussed and approved. This is supported by:

- Copies of all relevant LTAC meeting agendas and notes, as well as video recordings of the meetings, showing that Harless did not disclose the conflict and recuse herself as required.
- Copies of all relevant City Council meeting notes, agendas, related documents and resolutions, show that Harless did not disclose the conflict and recuse herself as required.

D. Specific Incident: October 9, 2024

On October 9, 2024, there was a presentation (believed to be presented by Chris Harder) specifically regarding conflict of interest, while Park's grant for that year was in the process of review. Other individuals recused themselves due to their own conflicts, but Harless did not. Subsequently, at the following LTAC meeting, Park was present for a presentation and neither disclosed their relationship.

IV. Acquisition of Knowledge

I acquired this knowledge while researching candidates for the primary election for the City Council Seat 1 position after receiving campaign flyers and my mail-in ballot. Dealing with issues involving City Construction Services that were impacting my community, I wanted to learn more about Harless's work and campaign promises.

As I came across her Facebook profile during my research on August 6, 2025, her profile showed that she was in a relationship with Park. Wanting to know whether the relationship could be impacting her decisions, I performed a search on Google for their names together, '"Kim Harless" "John Park."' I immediately found documents on the City's website regarding multiple grants to Vancouver Arena, listing Park as the applicant.

V. Actions Suggesting Intent to Conceal

After discovering sufficient evidence existed, I posted about this conflict on the Nextdoor website on August 6, 2025, which immediately gained substantial interest. The following day, August 7, 2025, as I continued collecting snapshots for evidence, Harless had removed her public relationship status with Park (documented via snapshot). While she was never obligated to share her relationship publicly, doing so immediately after having a conflict of interest discovered signifies an intent to try to conceal previous evidence from the public.

VI. Other Concerns

Because the relationship existed prior to these votes, there is significant concern that Harless may have disclosed or used confidential, privileged, or proprietary information gained by reason of her position as the chair of LTAC, or assisted Park in drafting the grant requests. This would violate *Policy 100-36, Section 6.0(C) (Disclosure of Confidential Information)* and *Section 6.0(G) (Improper Use of Position Prohibited)*.

VII. Conclusion

The evidence demonstrates a clear and repeated violation of the *City's Code of Ethics* and *RCW 42.23*. Harless failed to disclose a significant conflict of interest and participated in the awarding of City contracts to her personal partner.

I respectfully request that the City Council and City Manager process this complaint according to the procedures outlined in *Policy 100-36, Section 9.0*, including a prompt review by the City Attorney and subsequent referral to a Hearings Examiner for a full investigation.

All documentation and evidence cited in this complaint will be provided immediately upon request.

Sincerely,

Brad Erhart

Brad Erhart

APPENDIX B

From: Brad Erhart
To: Bannon, Brenda L.
Cc: Sandoval, Sandra K.
Subject: Re: City of Vancouver Ethics Investigation; Mr. Erhart
Date: Tuesday, November 4, 2025 6:30:01 PM
Attachments: image001.jpg

[Caution: Email received from external source]

Thank you for your email.

Regarding your unclear assignment as hearings examiner, I must again state that I believe multiple violations of policy and law occurred both prior to and during the process that resulted in your designation.

These violations are documented in my October 13, 2025 letter to the City Council and City Manager. My participation in providing this information should not be construed as waiving, conceding, or lending credibility to your assignment, which I expressly contest and reserve all rights to challenge. I remain open to discussing the substantive allegations, but I do so while reserving all rights regarding the procedural irregularities that I believe require judicial resolution.

With that understanding, I am providing the following information responsive to your inquiry about personal financial benefit. I am not an attorney and am not providing legal advice, but rather offering my understanding of the relevant legal framework.

As a preliminary matter regarding the timing of my petition for writ in superior court: I intentionally delayed filing until after today's election despite false statements of fact made against me by Councilmember Harless.

In an interview with Oregon Public Broadcasting, Councilmember Harless stated: "It's obviously a shot at trying to drag my name through the mud in order to steal votes and confuse the public. It's not a coincidence." During the October 6, 2025 City Council meeting, she characterized my documentation of publicly available social media posts as an invasion of privacy that felt like stalking. She stated that for women and LGBTQ people, that kind of scrutiny lands differently and that we get reduced to who we are with. She then categorized my complaint as targeting people with visible community ties, such as women, LGBTQ individuals, people of color, leaders rooted in culture, grassroots networks, and other identities.

These statements are categorically false, negligent, dangerous and defamatory. As a result of these false characterizations, I have witnessed others repeating them online and veiled threats directed at me. I am strongly considering a defamation claim at this time.

First, regarding Mr. Park's own statements. In The Columbian article dated September 5, 2025, Mr. Park stated that he personally does not benefit from the festival and has contributed his own funds to the event, which costs around $40,000 to put on each year. This statement itself establishes financial benefit. If Mr. Park contributes his own personal funds to the event, then any grant money received reduces his personal financial burden. Money he does not have to spend on the festival is money he retains for other purposes.

In the context of a romantic relationship, this additional disposable income would typically be used for activities that benefit both partners, including gifts for his significant other, paying for dates and entertainment, covering shared expenses, taking trips together, or otherwise providing for and enhancing the life of his partner. These are normal relationship dynamics where one partner's improved financial position directly benefits the other partner through the things that partner is then able to provide.

Additionally, the financial success and stability of a romantic partner inevitably impacts the couple's overall economic wellbeing. Community property principles in Washington recognize this reality, and case law on committed intimate relationships confirms that the financial circumstances of romantic partners are legally significant even absent formal marriage.

Second, regarding the timeline of their relationship, Mr. Park made a materially false statement to The Columbian. In that same September 5, 2025 article, Park stated that he and Harless weren't even friends in 2022. However, Councilmember Harless's own campaign Instagram account, posted on July 17, 2021, states that she was out at the Pokemon Go Fest event and specifically refers to John Park as my friend John Park, describing him as a leader in the community and key to why it is still so strong. This directly contradicts Park's claim that they weren't even friends in 2022. The fact that Park would make a false statement about the nature and duration of his relationship with Harless in this context is highly significant and suggests consciousness of wrongdoing.

Third, the evidence shows Councilmember Harless has been personally involved with Pokemon Go Fest events since at least 2018, as documented in her social media activity in the Vancouver Arena Facebook group dating back to May 2018. Photographic evidence and social media posts show her frequently alongside Park at these events, sitting at event booths, appearing to engage in active roles, and even dressing up for the events. She had a strong personal connection to these activities independent of any official city role. Had the grants not been awarded, she and Park would have had to fund these activities she personally enjoyed out of their own finances as a couple, or forgo them entirely. By funding them with city grants, she secured personal benefit in the form of continued access to activities she valued without depleting their personal resources.

Fourth, regarding the applicable legal framework, RCW 42.23.030 explicitly prohibits a municipal officer from being beneficially interested, directly or indirectly, in any contract made by, through, or under the supervision of such officer. The statute's plain language includes indirect interests. If the legal analysis being applied attempts to rely on Barry v. Johns to argue that I must prove direct personal profit to Councilmember Harless, I believe that interpretation is fundamentally flawed. Barry v. Johns addressed whether the type of contract at issue was financial in nature, distinguishing financial interests from non-pecuniary benefits. The court held that the ethics statute applies to contracts involving business transactions, employment matters, and other financial interests. In the present case, the LTAC grants are unambiguously financial contracts involving monetary grants, which means the statute clearly applies. The case did not establish a requirement that the complainant prove direct personal profit to the officer, only that the contract itself must be financial in nature.

Regarding the supervisory component, I direct your attention to City of Raymond v. Runyon, 967 P.2d 19, and Citizens for Des Moines Inc. v. Petersen, 106 P.3d 290. These cases establish that even when an official delegates certain duties, they maintain ultimate responsibility for

contracts made through or under the supervision of their office. As chair of LTAC, Councilmember Harless was in a supervisory role over the grant evaluation and recommendation process. She also participated in establishing the grant procedures and criteria, as she has publicly stated she takes pride in changing how the committee evaluates contracts. Additionally, as a City Councilmember, she had supervisory authority over the final contract approval and ongoing oversight of grant implementation. The contract itself demonstrates city council oversight responsibilities.

In summary, the evidence establishes both direct and indirect financial benefit to Councilmember Harless through grants to her romantic partner's organization, a relationship that existed earlier than acknowledged by Park and that he made false statements about. The legal framework in RCW 42.23.030 and relevant case law supports the conclusion that these circumstances constitute violations of both the specific prohibition on beneficial interests in supervised contracts and the appearance of impropriety standard.

Regarding your question about my Letter to the Editor in Clark County Today: Yes, I have answered my own questions through the evidence and analysis provided in my original complaint, supplemented by the information in this communication. The letter posed questions about whether Councilmember Harless used her position to direct taxpayer funds to her undisclosed romantic partner, whether she had a conflict of interest, and whether she should have recused herself.

The evidence answers these questions affirmatively. Mr. Park's own admission that he contributes personal funds to the event establishes that the grant provided him direct financial benefit by reducing his burden. The Instagram post from July 2021 proves their relationship existed earlier than Park claimed to The Columbian, demonstrating a false statement about the relationship timeline. Her documented involvement with Pokemon Go Fest events since 2018 shows personal benefit from funding activities she valued. The supervisory authority established in City of Raymond v. Runyon and Citizens for Des Moines Inc. v. Petersen confirms she had supervisory responsibility over these contracts both as LTAC chair and as City Councilmember. The statute's prohibition on indirect beneficial interests addresses precisely this situation.

I have provided this information in response to your inquiry and in the interest of ensuring you have access to relevant facts. However, as stated above, I maintain my position that the procedural irregularities require judicial resolution, and nothing in this communication should be construed as waiving my rights or conceding the validity of the process that led to your assignment.

On Thu, Oct 30, 2025 at 4:17 PM Bannon, Brenda L. - brenda.bannon@ogletree.com <brenda.bannon@ogletree.com> wrote:

> Confidential**
>
> Hello Mr. Erhart-
>
> Thank you for our brief chat.

Recapping that I am only the factual investigator, and though I am an attorney I will not provide legal advice, enter into legal agreements, or provide any legal position on behalf of the City of Vancouver. I was retained by the City of Vancouver. I may be asked to provide findings in light of the policy provisions at issue.

- You did suggest, and I agreed, that your substantive participation could be limited to email communication if any. This is a completely voluntary process.

- I emphasized, and you seemed to understand, that I do not provide investigative materials, to include witness recordings, to anyone while the investigation is pending.

- I acknowledge that you informed me that you intend to file some form of writ in court related to your perceived procedural irregularities related to the processing of your complaint.

- I confirm that I am in receipt of what I understand is your original Complaint provided to the City. I have also received what I understand to be your Google doc spreadsheet and drive docs.

I am open to receiving any additional information that you may have that speaks to what appears to be a point of dispute (having listened to your verbal presentation in open Council meeting and CM Harless' presentation in open Council Meeting) regarding the allegation of potential receipt of any personal financial benefit, private interest, personal financial interest, as a result of or connected to or in any way related with the LTAC awards under review; and/or receipt of any compensation, gift, favor, reward, or gratuity for a matter connected with or related to CM Harless' performance of official duties for the City related to the LTAC awards under review. Please note I am aware of the public knowledge of campaign contributions.

Please note, I am not in any way asking you to conduct further investigation, but instead, am letting you know I am open to receiving information supportive of your allegations and raised issues that you may already have in your possession to date.

Am pasting in below an article/letter you seem to have submitted, which poses questions; I simply ask whether you have answered your own questions(?)



I have not otherwise agreed to any preconditions for this investigation or process. I specifically do not authorize you to further disseminate my communications to or with you.

Best Regards-

Brenda

Brenda L. Bannon | Ogletree Deakins
1201 Third Avenue, Suite 5150 | Seattle, WA 98101 | Telephone: 206-876-5307
brenda.bannon@ogletree.com | www.ogletree.com | Bio

From: Brad Erhart <ashy@leo.spacejunk.dev>
Sent: Thursday, October 30, 2025 12:43 PM
To: Bannon, Brenda L. <brenda.bannon@ogletree.com>
Subject: Fwd: City of Vancouver

[Caution: Email received from external source]

This is the email I tried sending earlier today that was returned. Please let me know if you have additional time before the 3 o'clock to discuss.

As mentioned on our call earlier, it is important that I be able to have a copy of the recording as well. If you will be recording, but opposed to me recording as well, please let me know your reasons.

---------- Forwarded message ---------
From: **Brad Erhart** <ashy@leo.spacejunk.dev>
Date: Thu, Oct 30, 2025 at 10:25 AM
Subject: Re: City of Vancouver
To: Bannon, Brenda L. - brenda.bannon@ogletree.com <brenda.bannon@ogletree.com>

Hi Ms. Bannon,

I'm happy to speak. I do plan to seek writ relief in superior court regarding procedural defects in how the City has handled my complaint, so nothing in our communications or any interview should be construed as waiving any rights, objections, or remedies.

Before scheduling a witness interview, could we set a brief 10–15 minute scoping call to confirm:

- Authorization & scope — who designated you and the exact scope of your assignment (i.e., whether you will address all allegations in my complaint or a subset), and whether you intend to rely on the outside-counsel memorandum provided to Council on September 29, 2025.
- Logistics — whether the Teams interview will be recorded and, if so, that I may receive a copy; if it won't be recorded, that I may record for accuracy.
- Record handling — that any written statement and exhibits I provide will be kept in your investigative file and transmitted with your advisory report to Council so the materials you use or consider are clearly reflected.

After the scoping call, I can send a short written statement (and, if helpful, a one-page summary of process concerns) to make our interview efficient.

I'm available for a scoping call today between 1-5PM, and tomorrow at the same time. If you need an earlier time, please let me know.

> CONFIDENTIAL
>
> Hello Mr. Erhart-
>
> As you may know, the City of Vancouver has retained me to conduct an ethics investigation.
>
> Please advise when you are available this week for a Teams remote witness interview.

Thank you-

Brenda

Brenda L. Bannon | Ogletree Deakins
1201 Third Avenue, Suite 5150 | Seattle, WA 98101 | Telephone: 206-876-5307
brenda.bannon@ogletree.com | www.ogletree.com | Bio

This transmission is intended only for the proper recipient(s). It is confidential and may contain attorney-client privileged information. If you are not the proper recipient, please notify the sender immediately and delete this message. Any unauthorized review, copying, or use of this message is prohibited.

--

Brad Erhart
+1 971 319 2723

--

Brad Erhart
+1 971 319 2723

This transmission is intended only for the proper recipient(s). It is confidential and may contain attorney-client privileged information. If you are not the proper recipient, please notify the sender immediately and delete this message. Any unauthorized review, copying, or use of this message is prohibited.

--

Brad Erhart
+1 971 319 2723

APPENDIX C

Lodging Tax Advisory Committee
MINUTES
December 14, 2022

Present: Kim Harless, Chair; Jordan Boldt, Vancouver Farmer's Market; Kari Jonassen, Homewood Suites; Jennifer Kenney, Hough Foundation; Mike McLeod, Hilton; Carla Rise, Staybridge Suites

Guests: Holly Chamberlain, The Historic Trust; Anna Cruz, Vancouver Ballet Folklorico; Ricky Gaspar; Temple Lentz, The Historic Trust; Karen Madsen, Artstra; Sherri McMillan, WHY Community; John Park, Vancouver Arena; Jim Segueira, Ke Kukui Foundation; Igor Shakhman, Vancouver Symphony Orchestra; Michael Walker, Vancouver's Downtown Association

Absent: Steve Bowers, Hampton Inn & Suites; Linda Reid, Heritage Bank; Brad Richardson, Clark County Historical Museum

Staff: Teresa Brum, Deputy Economic Development Director; Shari Caballero, Support Specialist; Stacey Donovan, Cultural Services Manager; Taylor Hallvik, Assistant City Attorney

Chair/Councilmember, Kim Harless, called the meeting to order at 12:05 p.m.

Excusal of Absences

MOTION: Jordan Boldt moved, and Mike McLeod seconded to excuse the absences of Steve Bowers, Linda Reid, and Brad Richardson. Motion passed unanimously.

Approval of Minutes

MOTION: Mike McLeod moved, and Jordan Boldt seconded the approval of the minutes from November 9, 2022. Motion passed unanimously.

Review of 2023 Lodging Tax Grant Applications

Teresa Brum introduced the Review of the 2023 Lodging Tax Grant Applications. The applicants had approximately five minutes each for their presentations and time to answer questions from the committee members. The total requested amount of the 10 grant applications was $285,000. $125,000 is available for grant funding.

The following applicants joined the meeting remotely or in person and presented their grant proposals to the board. After the presentations, the board members posed any questions they had to the applicants.

1. Michael Walker, Vancouver's Downtown Association – 2023 RevitalizeWA State Conference
2. Jim Segueira, Ke Kukui Foundation – 21st Annual 4 Days of Aloha - 2023
3. Karen Madsen, Artstra – Clark County Open Studios
4. Sherri McMillan, WHY Community – Columbia River and Girlfriends Triathlon Festival
5. Ricky Gaspar – Great River Arts Festival (GRAF)
6. Anna Cruz, Vancouver Ballet Folklorico – Luminaria Dia de Muertos 2023
7. Michael Walker, Vancouver's Downtown Association – QR Code Banners for Waterfront, Downtown, Uptown Village
8. Holly Chamberlain/Temple Lentz, The Historic Trust – Summer Fest 2023
9. Stacey Donovan/Igor Shakhman, Vancouver Symphony Orchestra – Vancouver Arts Festival
10. John Park, Vancouver Arena – Vancouver GoFest & Community Days

Recommendation of Lodging Tax Grants
Visit Vancouver Washington's President and CEO, Cliff Myers and his team reviewed the 10 applications over a period of five days and presented three scenarios for funding consideration: Scoring system based on grant application, spread funding based on merit of application, and award grants based on merit of the event. The meeting opened to the committee members for discussion and deliberation.

> **MOTION:** Mike McLeod moved, and Jennifer Kenney seconded to recommend the following allocation of funding for the 2023 Lodging Tax Grant Program applications. Motion passed unanimously.
>
> - 2023 RevitalizeWA State Conference - $13,000
> - 21st Annual 4 Days of Aloha - 2023 - $20,000
> - Clark County Open Studios - $5,000
> - Columbia River and Girlfriends Triathlon Festival - $14,000
> - Great River Arts Festival (GRAF) - $20,000
> - Luminaria Dia de Muertos 2023 - $5,000
> - QR Code Banners for Waterfront, Downtown, Uptown Village - $10,000
> - Summer Fest 2023 - $10,000
> - Vancouver Arts Festival - $20,000
> - Vancouver GoFest & Community Days - $8,000

Brum advised that the committee's recommendation will be presented to City Council for approval in January. If the recommendation is approved, the applicants will enter into a Professional Services Agreement (PSA) with the City. The applicants will conduct their events and after the events are over, they will need to submit eligible receipts to the City for reimbursement. As noted in the PSA, "Costs incurred prior to the lodging tax funds being approved by the City Council and the execution of this Agreement are not eligible for reimbursement."

Other Business
None

DRAFT

2023 Lodging Tax Advisory Committee Recommendations to City Council

	Project Name	Organization Name	Applicant Name	Event Date/Type of Event	Description	Amount Requested	LTAC Recommended Amount
1	Summer Fest 2023	The Historic Trust	Holly Chamberlain	Jun 21-Aug 26	Now in its second year, **Summer Fest 2023** is a season-long, all-ages, free celebration of community togetherness and history held at the City-owned facilities at Officers Row and the West Barracks at the Fort Vancouver National Site. The event's variety of activities appeal to a wide range of interests and invite the public to enjoy and interact with the city's signature historic site. Attendance at 2022's first time Summer Fest event series was 6,000-7,000, and is hoped to increase to 7500. Events include visual art activities, the July 2 Picnic in the Park, twice-monthly Porch Concerts featuring local music and vintage cars and more. Groups performing will represent different cultural traditions in the Pacific Northwest and beyond.	$25,000.00	$10,000.00
2	21st Annual 4 Days of Aloha	Ke Kukui Foundation	Kaloku Holt	Jul 20-23	The **4 Days Of Aloha** event exists to eliminate socio-economic barriers to the successful integration and assimilation of Native Hawaiians and Pacific Islanders relocating to the Pacific Northwest/continental United States and to preserve and to share traditional Hawaiian/Polynesian culture through educational programming consisting of music, dance, language, and other traditional arts. The 2023 projected audience is 20,000-30,000+. The event is a multi-location program that features cultural workshops with a talented lineup of kumu hula (master teacher in the art of hula) and craft artisans from the Islands of Hawai'i and the Pacific Northwest to teach their craft. Two festival days are comprised of a "Concert In The Park", "Ho'ike" (recital for the workshop students), "Multicultural Celebration" and "Run 4 Aloha" and the Hawaiian Festival featuring roughly 60+ food and craft vendors and live cultural performances throughout each day. This festival has become known as the largest Hawaiian gathering in the PNW and plans to remain a constant in Vancouver for years to come.	$50,000.00	$20,000.00
3	QR Code Banners for Waterfront, Downtown, Uptown Village	Vancouver's Downtown Association	Michael Walker	Q2 2023	All new **QR Code Banners** will improve the dissemination of visitor resources (e.g. walking maps, event listings, community information, etc.) to out of town visitors strolling through the heart of Vancouver. The Vancouver's Downtown Association (VDA) manages the city's nearly 200 banner locations throughout the Waterfront, Historic Core, and Uptown Village. VDA has created a new "Explore Downtown" banner series, which features a QR code that will direct users to the Visit Vancouver webpage featuring downtown visitor resources: walking map, events listings, public art map, First Friday listings, and more. The QR code is tied to an analytics platform which will track visitor data informing us of daily usage, location, and origin.	$15,000.00	$10,000.00
4	Vancouver Arts Festival	Vancouver Symphony Orchestra	Igor Shakhman	Aug 4-6	The all new, large-scale, multi-day **Vancouver Arts Festival** will celebrate arts and culture in Vancouver. A partnership between the Vancouver Symphony Orchestra (VSO) and the M.J. Murdock Charitable Trust, the event will produce a public artistic series featuring different themes and intermittent educational activities. The festival will include multiple performances including a free outdoor concert conducted by VSO Maestro Salvador Brotons and a family-friendly concert for younger audiences. Nationally acclaimed music conductor Gerard Schwarz will conduct a major American music program. A large audience of at least 30,000 people is anticipated.	$50,000.00	$20,000.00

2023 Lodging Tax Advisory Committee Recommendations to City Council

5	Luminaria Dia de Muertos 2023	Vancouver Ballet Folklorico	Anna Cruz	Oct 21	**Luminarias/DIa de Muertos** is a community and inclusive event to celebrate and honor our departed loved ones, family and friends. Celebrating Dia de Muertos is engaging in a cultural celebration observed at large in Mexico and presently in many places around the world. The Vancouver event started in 2021 when there was a reported attendance of 700 people, and it grew to close to 3,000 in 2022. This year with an increased number of advertising postcards made available from ARTSTRA, the event was enhanced with food carts and local organizations whose focus is to work with the Hispanic/Latino community that joined to promote their organizations and to set-up ofrendas/altars. Participants took part in activities, enjoyed food, visited altars, had their face painted, decorated clay skulls and children created art at different stations or had their pictures taken in the wooden cut-outs and more. Dia de Muertos is something destined to stay in our city and to grow as an inclusive community event that is a celebration of life, an opportunity to honor our departed ones, and a peaceful setting to heal, forgive, love and let go.	$10,000.00	$5,000.00
6	Clark County Open Studios	Artstra	Jennifer Williams	Nov 4-5	**Open Studios** is a free self-guided tour where local artists open their studios to the public and share how, why, and where their art is created. The Open Studios tour supports the development of a rich cultural climate, enhances the City's image, and encourages the growth of the local economy through the arts. This annual event begins with a preview exhibit and reception on Vancouver's First Friday Art Walk in November. Downtown galleries support Open Studios and have donated their space for the preview exhibition every year and are eager to do so with attendance averaging 600 visitors on First Friday. Following the reception, 50 artists open their studio doors to visitors from around the region. The most recent grant report from 2019 counted 1771 visitors, up 40% from the previous year. Twelve percent of visitors came from more than 50 miles from Vancouver, 17% of visitors came from outside Washington State, and 20% of visitors came from outside of Clark County. As the Open Studios program continues to grow in popularity, we strive to heighten our marketing and promotion of the event to expand and enhance our visibility. In doing so, we are requesting funding for radio and TV advertising with OPB, with the goal of reaching a larger, engaged, and influential audience.	$10,000.00	$5,000.00
7	2023 RevitalizeWA State Conference	Vancouver's Downtown Association	Michael Walker	Oct 11-15	Vancouver's Downtown Association is recruiting the **RevitalizeWA Conference** to Vancouver in 2023. RevitalizeWA is Washington State's annual preservation and downtown revitalization conference. The conference is designed to educate on issues affecting Main Street districts, the preservation of historic places, and cultural resource protection practices; highlight existing preservation and revitalization efforts; and help communities plan for the future. The conference provides educational sessions, tours, networking events, and the presentation of Washington's annual Excellence on Main Awards. The event will occur throughout downtown, activating venues located at the Waterfront, Historic Core, and Officers Row. A strong financial match is required for a community to be competitive, and VDA is working to solicit resources from a variety of community stakeholders.	$25,000.00	$13,000.00
8	Vancouver GoFest & Community Days	Vancouver Arena	John Rudolph Park	June 3-4 and monthly community days	**GoFest** is a new event in Vancouver for Pokemon GO. Pokémon Go is a free smartphone app that combines gaming with the real world. The game uses location tracking and mapping technology to create an 'augmented reality' where players catch and train Pokémon characters in real locations. The event will be run from Fort Vancouver, but attendees would disperse across the city after checking in. The current monthly Pokemon GO events have 300-500 people attending a 3-hour event, so a conservative goal for GoFest event would be 1000 people. A similar 2022 event in Seattle drew 60,000 people. Event elements include a "Vancouver Passport" where	$20,000.00	$8,000.00

					participants would collect stamps from businesses; a game augmented reality mode where players can take a photo with their Pokemon and post their pictures to Twitter #VancouverWA; and professional cosplay actors to interact with people and participate in photos. Pokemon GO appeals to people from all walks of life. Their Facebook group has ~1,000 members that is almost exactly 50/50 split between genders. The age group is 10% under 25, 35% between the age of 25-34, 50% 35+. The core audience are people who grew up watching the cartoon and playing the games but now have families of their own.		
9	Great River Arts Festival (GRAF)	Ricky Gaspar	Ricky Gaspar	Sep 2	**Great River Arts Festival** (GRAF)was started in 2021 by two local tattoo artists to create a platform and space for artists to create murals and grew in 2022 to include an alley way market and artist tours. Strengthening unity through diversity, GRAF is a celebration of art, culture, history and community. The goal is to showcase and support northwest and world-renowned artists, to curate and grow a visual multicultural historic arts district experience through murals and interactive digital content, and to share a diverse exchange with multicultural vendors, food, and live music and dance performances. Founded by owner/artist Ricky Gaspar and artists Heysus Torralba and Manuel Villagran from Local Boy Tatau, GRAF has seen two consecutive years of success. Starting off in 2021 the event completed 12 new murals at 6th and Broadway, and then in 2022 completed 15 new murals throughout downtown from 5th to 15th street. The event supports young and emerging artists, providing a platform and a space to create. QR code plaques, digital content and web media will be added to enhance the walkability and interactivity of the event.	$50,000.00	$20,000.00
10	Columbia River and Girlfriends Triathlon Festival	WHY Community	Sherri McMillan	Aug 11-13	**Columbia River & Girlfriends Triathlon Festival** started in 2009 with just a couple hundred athletes and over the last 15 years, has grown to nearly 1500 athletes over a 3 day weekend festival to be the largest multisport event in the region. The 2023 event will expand in the following ways: continue to allow kids to race forfFree in the Kids Triathlon and the Sunset 5K to encourage Family participation for the entire weekend, bring in a different band for concert to the Friday night Sunset 5K/10K, expand the paddle board races, apply for the event to be a national USA Triathlon qualifier, and add a First Responder Relay to bring community and first responders together. The event offers 12 different race categories including a Sprint and Olympic distance Triathlon, Duathlon & AquaBike, an All Women's Sprint Triathlon, a 5K & 10K and a Kids Triathlon. In 2022, 70% of the athletes were not local and drove more than 50 miles to attend the event.	$30,000.00	$14,000.00
						$285,000.00	**$125,000.00**

Final Recommendation to Council: 2023 City of Vancouver Lodging Tax Grant Allocation of Funding **$125,000.00**

2024 Lodging Tax Advisory Committee Recommendations to City Council

	Project Name	Organization Name	Applicant Name	Event Date/Type of Event	Description	Amount Requested	LTAC Recommended Amount
1	Columbia River and Girlfriends Triathlon Festival	WHY Community	Sherri McMillan	Aug 2024	Columbia River & Girlfriends Triathlon Festival started in 2009 with just a couple hundred athletes. Since then, the event has grown to nearly 1,500 athletes over a 3-day weekend festival. It is now the largest multisport event in the region. The event offers 12 different race categories, including a Sprint and Olympic distance Triathlon, Duathlon & AquaBike, an All-Women's Sprint Triathlon, a 5K & 10K, and a Kids Triathlon. The 2024 event will expand in the following ways: continue to allow kids to race for free in the Kids Triathlon and the Sunset 5K to encourage Family participation for the entire weekend; bring in a different band for a concert on the Friday night Sunset 5K/10K; expand the paddle board races; apply for the event to be a national USA Triathlon qualifier; and partner with NW Blind Athletes Association to create Blind & Sighted relay teams. In 2023, 70% of the athletes were from outside the region (more than 50 miles) and attracted athletes from 3 different countries and 21 states. The goal for 2024 is 2,000 participants, including 1,400 who will pay for overnight lodging.	$30,000	$7,250
2	The Ne Plus Ultra Jass Orchestra - George Gershwin's Rhapsody in Blue Centennial Concert	Historic Music Preservation Project	Sammuel Murry-Hawkins	Feb 11-12, 2024	The Historic Music Preservation Project celebrates the composition of one of the most important pieces of 20th-century American music with the presentation of "George Gershwin's Rhapsody in Blue Centennial Concert", performed by The Ne Plus Ultra Jass Orchestra. The Historic Music Preservation Project was founded in 2021, dedicated to the collection, curation, recording, and performance of popular dance music of the late 19th and early 20th centuries. The Ne Plus Ultra Jass Orchestra is established as the most period-accurate vintage music ensemble performing fully orchestrated popular music of the first half of the 20th-century. Performed in collaboration with Washington Dance Creative (WDC), the event will feature an expanded 22-piece jazz orchestra, piano soloist KJ McElrath, and modern, jazz, and classical dance performances by the artists of WDC. In addition to Gershwin's masterpiece, The Ne Plus Ultra Jass Orchestra will complete the 2-hour program with iconic music from the Great American Songbook, featuring the talents the region's top jazz vocalists. The anticipated venue is Skyview Auditorium at Skyview High School. With a capacity of 1,150 patrons, the 2-day celebration has the potential of drawing 2,300 patrons to Vancouver, including 1,500 who will pay for overnight lodging.	$50,000	$11,500
3	Southwest Washington Walk to Defeat ALS	The ALS Assoc Oregon & SW WA	Lance Christian	May 19, 2024	The Southwest Washington Walk to Defeat ALS, established in 2004, is an annual, free community event for people living with ALS and their friends and family. The Walk to Defeat ALS raises awareness about ALS (Amyotrophic Lateral Sclerosis) and builds community connections. In a typical year the event attracts approximately 450 people. In 2024, the ALS Association of Oregon & SW WA envisions the following event enhancements: a live band to help increase foot traffic and festivity; food-carts; family friendly experiences such as face painting, balloon animals, and other kids' games and activities. The goal for 2024 is 450 participants, including 25 who will pay for overnight lodging.	$5,467	$0

2024 Lodging Tax Advisory Committee Recommendations to City Council

4	Summer Fest 2024	The Historic Trust	Holly Chamberlain	Jun 21-Aug 24, 2024	Now entering its third year, Summer Fest 2024 is a season-long, all-ages, free celebration of community togetherness and history. The 2024 event, spanning the summer season from solstice (June 21) through the end of August, will continuously invite the regional public and tourists to enjoy and learn at Fort Vancouver National Site. While planning is in progress, anticipated events include a kick-off solstice observance, the day-long, all-ages "Picnic in the Park" in early July, and an outdoor performance series featuring a range of entertainers in varying art forms. These free events utilize and promote City-owned historic facilities and demonstrate that these legacy grounds belong to all. Summer Fest events draw an audience that is economically, culturally, and racially diverse, and all benefit from the wide range of activities. Projected attendance for 2024 is 7,500, including 150 who will pay for overnight stays.	$30,000	$9,250
5	Downtown Vancouver Information Centers	Clark County Historical Museum	April Buzby	Calendar year 2024	The Clark County Historical Museum is partnering with the Courtney Irvin Foundation, Vancouver's Downtown Association, Visit Vancouver, City of Vancouver Parks, Recreation, and Cultural Services Department, Vancouver Farmers Market, and Greater Vancouver Chamber of Commerce to create Downtown Information Centers in the lobby at the Clark County Historical Museum and at the Historic Slocum House in Esther Short Park. These spaces will provide a launch pad for visitors and residents to be oriented with the Downtown Vancouver experience and beyond. The goal of these spaces will be to highlight our innovative waterfront, friendly and walkable downtown, and easy access to our region's cities and attractions. As part of this project, key elements of the Information Centers will be installed, such as new reception areas, informational kiosks, focused experience-related displays, wayfinding and signage, and other basic information center elements. These assets will assist visitors and residents with navigating our local and regional businesses, events, attractions, and much more. The messaging of these centers will be in line with Visit Vancouver's current marketing and outreach strategy.	$40,000	$40,000
6	22nd Annual 4 Days of Aloha	Ke Kukui Foundation	Kaloku Holt	July 25-28, 2024	The 22nd iteration of 4 Days of Aloha will be held in Vancouver, WA from July 25-28, 2024. The event is a multi-location program that features a 2-day cultural workshop held at either Clark College or Groove Nation and three of the festival days are held at Esther Short Park. The cultural workshops boast a talented lineup of kumu hula (master teacher in the art of hula) and various craft artisans from the Islands of Hawai'i and the Pacific Northwest to teach their craft. Following the two-day workshop, two supplementary days are comprised of a "Concert in The Park", "Hoʻike" (recital for the workshop students), "Multicultural Celebration", "Run 4 Aloha", and the Hawaiian Festival featuring roughly 60+ of food and craft vendors and live cultural performances throughout each day. Projected attendance for 2024 is 30,000, including 2,000 who will pay for overnight lodging.	$50,000	$11,500
7	Vancouver Go Fest Celebration 2024	Vancouver Arena	John Park	Summer 2024	Vancouver GoFest Celebration is a two-day event that corresponds with the global Pokémon Go's official 2-day event during the summer. Pokémon is the largest media franchise in the world and Pokémon Go is a mobile walking game centered on finding virtual Pokémon while out exploring the real world. Attendees will be exploring the city over two days, visiting different businesses in Uptown, Downtown, and the Waterfront to collect stamps for their "Vancouver Passport" all while posting pictures to social media. The event would also include vendors and other activities. A similar event in Seattle drew ~60,000 people and a recent 3-hour Pokémon event in Vancouver in July 2023 had 400+	$16,000	$11,750

					attendees. Projected attendance for 2024 is 2,500, including 125 who will pay for overnight lodging.		
8	Girlfriends Walk/Run	Pink Lemonade Project	Ann Marie Berryman	Oct 7, 2024	The Girlfriends Walk/Run - Half Marathon, 10K, and 6K was created in honor of Joleen Skarberg, diagnosed with breast cancer nearly 17 years ago. The purpose of Girlfriends is to bring together women affected by breast cancer with exercise, to raise awareness about breast cancer, and build a united community in the fight against breast cancer. The Girlfriends Walk/Run event is a full weekend, including an evening cocktail hour and community concert on the balcony of the AC Hotel on Friday evening, a health fair and packet pickup at the AC Hotel on Saturday, and the walk/run event on Sunday. The 2022 event exceeded the goal of 1,200 participants and brought 1,608 participants to Vancouver. Projected attendance for 2024 is 2,800, including 980 who will pay for overnight lodging.	$30,000	$7,250
9	City of Vancouver Promotional Tours	Columbia River Economic Development Council	Jennifer Baker	Summer & Fall 2024	The Columbia River Economic Development Council (CREDC) seeks to bring business and media professionals to the City of Vancouver, WA for familiarization tours and to market select community amenities/opportunities to out of state business and media professionals in partnership with Greater Portland Inc (GPI). The first event, scheduled for summer 2024, will be a familiarization tour designed to bring prominent industry decision-makers to Vancouver, WA, in alignment with industry priorities identified in the Clark County Comprehensive Economic Development Plan. The objective is to enhance the product knowledge of location decision executives, enabling them to promote and market Vancouver effectively with a deeper understanding and appreciation of its offerings. Projected attendance for 2024 is 40, all of which will pay for overnight lodging.	$125,000	$0
10	You Stay, We Pay!	Greater Vancouver Chamber of Commerce	Janet Kenefsky	Calendar year 2024	The Chamber is proposing a revised version of last year's successful program to better align with the evolving challenges facing our city. The revised program (You Stay, We Pay!) revolves around our already successful Gift Certificate program, GrowThe360, but with an expanded scope to cater to businesses during the Main Street Promise construction period. The Chamber sees this program as a unique opportunity for locals looking for a 'staycation' and a change of scenery, out-of-town professionals seeking a 'work-from-hotel' experience, and visitors who wish to explore Vancouver's vibrant Main Street, despite the ongoing construction. The program will provide hotels with the option to give out $75 gift certificates to the first 300 guests who stay for a minimum of 2 nights. These gift certificates can be redeemed at participating businesses. Projected attendance for 2024 is 1,200, all of which will pay for overnight lodging.	$25,000	$0
11	PeaceHealth Apple Tree	Police Activities League of SW Washington	Jesse Jimenez	Sep 16 & 17	2024 will be the 6th annual PeaceHealth Apple Tree Marathon, Half Marathon, and Sunset 5K. This “Run Through History” takes place along a flat, fast, and scenic course through Fort Vancouver, Officer’s Row, the Army Barracks, Pearson Airport, the Historical Old Apple Tree Park, and Columbia River. This event is regarded as one of the prettiest and most unique courses in the Northwest. Projected attendance for 2024 is 1,500, including 585 who will pay for overnight lodging.	$20,000	$0
12	24th Annual Vancouver Wine & Jazz Festival	Bravo! Vancouver	Maria Manzo	Aug 23-25, 2024	Awarded “Outstanding Tourism Event” by Clark County, the Vancouver Wine & Jazz Festival is the #1 Cultural Tourism event in Southwest WA and is one of the largest jazz festivals in the Northwest. The Festival is a celebration of the musical, visual, performing, and enological arts, and brings together GRAMMY-winning internationally acclaimed	$35,000	$8,500

					musicians, regional jazz & blues bands, Northwest wines, artists, and local cuisine. The Festival draws thousands of visitors to Vancouver. Recent surveys indicate that visitors from 25 US states, Canada, China, Europe, and Japan have attended the Festival. 68% of the audience is out-of-town visitors. New in 2024 will be a "Jazz on the Waterfront" event, with a series of three free concerts that will take place at a location on the Vancouver Waterfront. Also new to 2024 will be a focus on "Women in Jazz." Projected attendance for 2024 is 8,000, including 400 who will pay for overnight lodging.		
13	Couve Clover Run	Our City Cares	Joe Stephens	March 24, 2024	The Couve Clover run started in 2013 with just a small number of athletes. Over the last ten years this event has become one of the largest and most family-friendly Waterfront events. The 2023 Event was the largest ever, hosting 1,974 athletes from the US and Canada. Athletes traveled to Vancouver, WA from 16 states as far away as New York, Ohio, Pennsylvania, and Alaska. Couve Clover continues a commitment to hosting family-friendly events that appeal to the family and the elite athlete. Projected attendance for 2024 is 2,500, including 500 who will pay for overnight lodging.	$20,000	$0
14	Craft Beer & Wine Festival	Choice Charities	Rusty Hoyle	Aug 2024	2024 will mark the 11th annual Craft Beer & Wine Festival at Esther Short Park. The festival features local craft beer, wine, and spirits from Washington and Oregon. In addition, the event will include food and craft vendors, as well as live music. The target market for the event is 25–54-year-olds, adult beverage drinkers, and/or concert goers. Projected attendance for 2024 is 8,125, including 2,500 who will pay for overnight lodging.	$73,500	$50,000
					TOTALS	$549,967	**$157,000**

Final Recommendation to Council: 2023 City of Vancouver Lodging Tax Grant Allocation of Funding **$157,000.00**

EXHIBIT A - 2025 Lodging Tax Advisory Committee Grant Award Recommendations to City Council

	Project Name	Organization Name	Grant Category	Activity Date	Description (as provided in application)	Amount Requested	LTAC Recommended Amount
1	Lions District 19N Annual Convention	Camas Lions Club	Cultural Enrichment	April 18-19, 2025	"The Lions District 19N Convention in April 2025 is expected to draw a significant number of visitors to the city, supporting the local tourism economy. A Lions District convention is an annual gathering where Lions Club members from multiple clubs within a district come together to network, celebrate achievements, and plan for the future. Key activities during a Lions District convention typically include workshops and seminars, business meetings, guest speakers, recognition and awards, service planning projects, networking and fellowship, and cultural/local community highlights." Predicted total attendance is 225, with an estimated 100 attendees paying for overnight lodging in Vancouver.	$2,850	$2,350
2	The 39 Steps	Starbird Theatre	Cultural Enrichment	May 23-31, 2025	"Our event is the play The 39 Steps by Patrick Barlow from the novel by John Buchan. This play is a hilarious, fast paced show that will delight patrons of all ages and backgrounds. We will be performing this at the Washington Grange in the heart of the Orchards area. This area is very underserved in the arts, and we have received many excited comments from patrons and others in the community stating they are happy to have us in their neighborhood." Predicted total attendance is 300, with an estimated 2 attendees paying for overnight lodging in Vancouver.	$1,700	$0
3	Fourth "Playn" Indoor Play Space	Columbia Play Project	Cultural Enrichment	January 5 – March 31, 2025	"The Columbia Play Project (CPP) is seeking funding for its Mobile Children's Museum (MCM) initiative, a transformative program designed to bring high-quality, accessible play directly to underserved neighborhoods. This initiative addresses the critical need for developmental play opportunities, particularly for children from low-income, immigrant, and marginalized communities who often face barriers to access. By delivering these enriching experiences to neighborhoods that need them most, the MCM nurtures children's creativity, learning, and social development. Beyond its immediate impact, the MCM serves as a catalyst for community engagement, attracting families, educators, and visitors, and increasing foot traffic along Vancouver's Fourth Plain corridor. This boost in activity enhances local businesses, creating a ripple effect that can drive economic development and revitalization in underserved areas." Predicted total attendance is 5,200, with no attendees estimated to pay for overnight lodging in Vancouver.	$21,750	$0
4	Family Play Day	Columbia Play Project	Cultural Enrichment	June 21, 2025	"Columbia Play Project (CPP) is proposing Family Play Day for lodging tax funding, an annual event held at Vancouver's Waterfront Park. Hosted in 2023 and 2024,	$15,000	$0

					Family Play Day celebrates play and community engagement by bringing together up to 25 child-serving nonprofits and businesses. Each organization provides a 10' x 10' booth featuring an interactive activity, game, or craft. No items are sold at the event, ensuring a focus on creative, hands-on play while minimizing waste. Previous activities have included sand play, bubbles, yard games, arts and crafts, and more, fostering an environment of playful engagement for families. CPP's Mobile Children's Museum (MCM) is also a central feature, offering Science, Technology, Reading, Engineering, Art, and Math (STREAM) activities." Predicted total attendance is 4,000, with no attendees estimated to pay for overnight lodging in Vancouver.		
5	Day of the Dead Luminarias 2025	Vancouver Ballet Folklorico	Large Event or Festival	October 18, 2025	"Vancouver Ballet Folklorico in collaboration with the City of Vancouver brings to our growing community an annual event like no other. A vibrant, educational, colorful and engaging event open to all free of charge: Dia de Muertos-Luminarias. It is a fast-growing event, and the word is getting out to Portland, Battle Ground, Ridgefield, Camas, Washougal, and more places. It proposes and encourages local businesses to stay open past their regular hours, it is announced in the local CVTV and Portland TV, the newspaper, and social media. Dia de Muertos is now part of the City of Vancouver Fall programming and we are super excited to collaborate and make it a beautiful celebration with activities, live music, guest artists, and the dance showcase of Vancouver Ballet Folklorico." Predicted total attendance is 5,000, with an estimated 7 attendees paying for overnight lodging in Vancouver.	$10,000	$7,500
6	Northwest Dream Cup	Washington Timbers Football Club	Large Event or Festival	January 18-20, 2025	"We are excited to announce the Northwest Dream Cup, a new annual soccer tournament taking place during Martin Luther King Jr. weekend. Scheduled for January 18-20, 2025, this tournament is open to players aged 8-13. In its first two years, we will focus on inviting teams from across the Pacific Northwest, with plans to expand participation in the future. The tournament will be hosted primarily at Harmony Sports Complex in east Vancouver, with additional games held at Delta Park, Union High School, Luke Jensen Park, and other school-owned turf fields as necessary. Each team will compete in four matches over the three-day weekend." Predicted total attendance is 7,300, with an estimated 2,400 attendees paying for overnight lodging in Vancouver.	$60,000	$60,000
7	4 Days of Aloha	Ke Kukui Foundation	Large Event or Festival	July 24-27, 2025	"Each year, the Ke Kukui Foundation hosts its premiere event, the 4 Days of Aloha, which serves as the annual hōʻike (exhibition) for our program and hālau hula, Kaleinani o Ke Kukui. This ʻŌiwi (Native) arts and cultural festival held at Clark College and Esther Short Park is a cornerstone for our Native Hawaiian and Asian Pacific Islander (API) communities in Vancouver, Washington and the Pacific Northwest. In 2024, we recorded over 17,000 visitors, 400 workshop participants,	$50,000	$10,000

					and 70 vendors and small business owners over the duration of four days. Additionally, the event attracted visitors from 24 states and 4 countries, with approximately 7,000 visitors traveling over 50+ miles to Vancouver, contributing approximately $1.7 million in visitor spending for overnight accommodations. Over the duration of 4-days, the Ke Kukui Foundation offers cultural educational workshops at Clark College, Native Hawaiian music and arts, live entertainment, food and vendors, and a medley of multicultural performances at Esther Short Park." Predicted total attendance is 20,000, with an estimated 8,000 attendees paying for overnight lodging in Vancouver.		
8	Vancouver Holiday Market	Vancouver Farmers Market	Large Event or Festival	November 28-30, 2025	"The Vancouver Holiday Market is a three-day event held at the Vancouver Convention Center, showcasing over 120 local small businesses, and attracting approximately 10,500 visitors from across the region to downtown Vancouver. Successfully operating for more than 15 years, this market not only provided much needed economic opportunities for local small businesses but also enriched downtown Vancouver by engaging locals and visitors alike, offering opportunities for the community to gather during the holiday season. Due to the COVID-19 pandemic, the Vancouver Farmers Market Association had to suspend this event indefinitely. Lodging Tax funding would significantly help revitalize the Holiday Market by covering essential operational and promotional costs so that the VFM can expand and enhance this beloved event in 2025." Predicted total attendance is 12,500, with an estimated 900 attendees paying for overnight lodging in Vancouver.	$45,000	$20,000
9	Vancouver GoFest Celebration 2025	Vancouver Arena	Large Event or Festival	August 2-3, 2025	"Vancouver GoFest Celebration - An annual two-day Pokémon themed event 10am-6pm sometime between June-August. Pokémon is the largest media franchise in the world and Pokémon Go is a mobile walking game about finding virtual Pokémon while out exploring the real world. Pokémon Go holds a massive two-day global event called "GoFest" each year. This event draws millions of people worldwide out of their houses and into the streets to catch the latest Pokémon. The fanbase is extremely diverse with almost an even split between genders and does not consist of only youth. Pokémon Go players, as of March 2024, were comprised of 72% people age 35 or older, with 23% 55 or older. People are looking for a fun location for their families to visit while they are out walking and catching Pokémon. Our goal is to draw those people to Vancouver and direct them into the heart of downtown Main Street to visit the city's beautiful sites and stores." Predicted total attendance is 6,000, with an estimated 500 attendees paying for overnight lodging in Vancouver.	$21,560	$10,000

EXHIBIT A - 2025 Lodging Tax Advisory Committee Grant Award Recommendations to City Council

10	Columbia River and Girlfriends Triathlons	Northwest Association of Blind Athletes	Large Event or Festival	August 8-10, 2025	"This triathlon began in 2009 and has grown into a locally well-known finale to the triathlon season which spans a 3 day weekend in August. The event offers 12 different race categories to choose from including a Sprint and Olympic distance Triathlon, Duathlon & AquaBike, an All-Women's Sprint Triathlon, Duathlon & AquaBike, a 5K & 10K, a Kids Triathlon, and a Sunset 5K. This event has become the largest multi-sport event in the region and increased by 15% from last year. This fast and flat course attracts competitive athletes desiring to attain their fastest personal record and enjoy the clean waters of the Columbia - a much vied for attribute in summer. With NWABA as the new beneficiary, the closed course also offers itself to be safe and accessible to athletes of all abilities." Predicted total attendance is 2,500, with an estimated 1,238 attendees paying for overnight lodging in Vancouver.	$15,000	$5,000
11	Trip the Light Vantastic	Vancouver's Downtown Association	Large Event or Festival	March 7, 2025	"In partnership with Vancouver's Downtown Association (VDA), the Port of Vancouver, and Frontdoor Back, "Trip the Light Vantastic" is a unique, community-driven winter light festival tailored specifically to Vancouver, Washington. This immersive event is designed to brighten and invigorate the city's downtown core, bringing together art, technology, and creativity to transform Vancouver into a captivating winter wonderland. Inspired by the Portland Winter Light Festival, which showcases world-class lighting installations and generates significant economic activity for the city, "Trip the Light Vantastic" will offer a similarly enchanting experience, but with a focus on highlighting local and regional artists and businesses. This free, family-friendly event will feature mesmerizing light displays, interactive art installations, and projections that invite visitors to explore and engage with downtown Vancouver. By offering an inclusive atmosphere that celebrates art and innovation, "Trip the Light Vantastic" aims to attract both tourists and residents, driving foot traffic to local businesses, restaurants, and hotels while fostering a deeper connection with the community." Predicted total attendance is 2,500, with an estimated 175 attendees paying for overnight lodging in Vancouver.	$2,500	$2,500
12	25th Annual Vancouver Wine & Jazz Festival	Bravo! Vancouver	Large Event or Festival	July 18-August 24, 2025	"Our project is titled "Crossing Boundaries – Celebrating the 25th Anniversary Vancouver Wine & Jazz Festival." Crossing Boundaries is an expansion of the Vancouver Wine & Jazz Festival in scope and time. This includes a new Festival component: 3 free concerts designed to attract new and diverse audiences, families, and children. These concerts are a "prelude" to the 25th anniversary of the Festival. Our goal in offering these concerts free is to expand our audience base to a more diverse demographic who may not otherwise have an opportunity to experience the caliber and cultural diversity of this music."	$75,000	$5,770

					Predicted total attendance is 7,500, with an estimated 150 attendees paying for overnight lodging in Vancouver.		
13	Vancouver USA Arts & Music Festival	Vancouver Symphony Orchestra	Large Event or Festival	July 31-August 3, 2025	"As the lead performing arts organization in the formation and presentation of the Vancouver USA Arts & Music Festival (VAMF), in partnership with the City of Vancouver, the Vancouver Symphony Orchestra (VSO) is taking a lead role in enhancing the cultural vibrancy of Vancouver. Since its inception in 2022, the driving force behind the VAMF is to celebrate and lift the arts in Vancouver. By making music and the arts accessible to our community through this free multi-day festival, the VSO and the City of Vancouver are creating visibility for area arts organizations and artists, enhancing the livability of our area by providing local access to the arts, and creating an event that will draw visitors and tourists to Vancouver. Each day of the VAMF offers attendees cultural and musical performances on multiple stages, as well as art demonstrations and exhibitions, juried art shows, pop-up galleries, educational workshops and food vendors, all centrally located at Esther Short Park and the surrounding blocks." Predicted total attendance is 4,400, with an estimated 100 attendees paying for overnight lodging in Vancouver.	$75,000	$40,000
14	Appletree Marathon, Half Marathon, and Relay	Police Activities League of SW Washington	Large Event or Festival	September 6-7, 2025	"This event is a Boston qualifying running festival that attracts athletes from around the nation. It offers a Sunset 5K complete with a band, food and beer garden and open to the public on Saturday evening. For 2025, a brand-new Boston qualifying course will be implemented that takes each athlete out towards the beauty of Vancouver Lake area before running through downtown, the Waterfront, east along the Columbia River to Whistler Park before returning through historic Fort Vancouver. This event highlights the First Responders Marathon Relay which honors those in the police force, military, firefighters, and those in our medical community. Sunday also hosts a half-marathon which attracts those seeking a moderate distance and the sector of "half-maniacs" that tour the region/country to participate in that distance." Predicted total attendance is 3,000, with an estimated 1,350 attendees paying for overnight lodging in Vancouver.	$14,500	$14,500
15	Couve Clover Run	WHY Community	Large Event or Festival	March 23, 2025	"Couve Clover is a running and walking event designed for the entire family and is held in conjunction with St. Patrick's holiday. Athletes and their families can run or walk 3 miles, 7 miles or 10 miles along Vancouver's beautiful Waterfront Park and boardwalk area and, depending on the distance chosen, out to the historic Fort Vancouver area and Officer's Row. Also included is the Lucky Leap 1 mile dedicated to those with young children, beginning walkers and community members needing a more accessible course. The event will include a health and fitness expo open to the public highlighting local vendors. The event is a fundraiser for Vancouver and Evergreen Public Schools and many local schools, clubs and teams volunteer to raise funds for their cause."	$24,600	$5,000

					Predicted total attendance is 3,000, with an estimated 1,620 attendees paying for overnight lodging in Vancouver.		
16	The Craig Stein Oktoberfest	JLaughlinLLC	Large Event or Festival	September 26-28, 2025	"The Craig Stein Oktoberfest will be an annual, regional event that will draw folks from throughout the Pacific Northwest. Craig Stein's philanthropy was felt in many communities in Washington, Oregon and Idaho. We anticipate hundreds of out of town guests for this event. There will be a need for lodging for many of these folks." Predicted total attendance is 8,000, with an estimated 5,000 attendees paying for overnight lodging in Vancouver.	$50,000	$50,000
17	Vancouver's Pride Block Party	Queer Community Network	Large Event or Festival	June 14, 2025	"Vancouver's Pride Block Party is the largest Pride event in the Portland Metro area during June, drawing attendees from across the region for a day of celebration, community connection, and support for 2SLGBTQIA+ individuals. This family-friendly event fosters inclusivity by offering a safe space where all people can gather, regardless of age, background, or economic status. The event takes place in Downtown Vancouver, with streets closed off to create a pedestrian-friendly space filled with vendor booths, entertainment stages, and interactive areas. In addition to the free admission, vendor booths are also offered at no cost, prioritizing organizations that give back to the community or offer services promoting diversity, inclusion, and equity. Local 2SLGBTQIA+ makers, businesses, nonprofits, charities and service providers are actively sought out, ensuring the event uplifts the community and offers tangible support. A key focus for 2025 is the expansion of entertainment offerings. We plan to elevate the stage and bring in a headlining act that will attract more out-of-town visitors and encourage attendees to spend more time at the event." Predicted total attendance is 6,000, with an estimated 50 attendees paying for overnight lodging in Vancouver.	$30,000	$10,000
18	Craft Beer & Wine Fest	Choice Events	Large Event or Festival	August 8-10, 2025	"This event has access to the world's most famous musicians and the support to bring these types of acts to Esther Short Park. We have been building the right crew of contractors and staff, and after a decade, we now have the resources to produce quality concerts to support our continued efforts to promote our local craft wineries, distilleries and breweries. Our Friday night not only attracts tourism to our town, but it also provides financial support to be able to continue to have the biggest brewfest left in the Pacific Northwest." Predicted total attendance is 10,000, with an estimated 500 attendees paying for overnight lodging in Vancouver.	$226,000	$0

EXHIBIT A - 2025 Lodging Tax Advisory Committee Grant Award Recommendations to City Council

19	2025 Tourism Sales & Marketing Programs	Visit Vancouver	Tourism Organization	2025	"In 2025, Visit Vancouver Washington will continue implementing destination-specific Sales & Marketing Programs designed to increase visitor spending and economic vitality for Vancouver and Clark County. Visit Vancouver WA's marketing team creates and implements several campaigns throughout the year to increase brand awareness, influence travelers in every stage of the decision-making process, and provide destination services while visitors are in market. Advertising initiatives include digital display and direct booking campaigns; performance display ads leading to website views; pre-roll, CTV, and TV advertising; and more traditional print, radio, and display ads in airports. Content creation (photography, video, website text, social media posts, etc.) is also a major part of implementing campaigns on a variety of channels. Destination services include a printed and digital Travel Magazine, a downtown walking map, informational blog posts and website content, mobile-friendly passes, and creating itineraries. Visit Vancouver WA's group sales team advocates and sells Vancouver as a destination for sporting events, meetings, conventions and group travel. The team works in conjunction and partnership with local hotels to provide qualified group sales opportunities, and then the team helps to convert these opportunities into future group bookings for their facilities. The impact of these future group bookings is significant; on an annual basis, the team is able to secure more than 50 future events for the destination representing over 20,000 future booked hotel rooms for Vancouver & Clark County."	$1,000,000	$1,000,000
20	Hold my Beer	Autism Empowerment	Tourism Program or Facilities	2025	"Our program is a 30-minute film titled Hold My Beer, a scripted comedy-drama about an autistic young adult who discovers an interest in craft beer and decides that his life's goal is to open his own brewpub. The story is based in Vancouver, and every scene but one was filmed in a Vancouver location. One of our goals with the film was for it to be a showcase of our city and our arts, music, and craft beer communities, while using as much local and neurodivergent talent as possible. We also wanted it to serve as a vehicle to attract more tourism to Vancouver. In the past, there have been examples of travelers wanting to visit locations that have been depicted in film and television (like the "Goonies House" in Astoria, Oregon) and there is evidence that this type of tourism is a growing phenomenon. The film makes it clear that Vancouver is the setting, and it prominently features shots of various Vancouver landmarks and scenery (Smith Tower, Fort Vancouver, Salmon Run Bell Tower, etc.). Also, local businesses and establishments like Loowit Brewing Company, Seize the Bagel, Bader Beer and Wine Supply, and the Pearson Air Museum's Historic Hangar were used as filming locations."	$124,000	$2,500
21	Downtown Ambassador Program	Vancouver's Downtown Association	Tourism Program or Facilities	2025	"The Vancouver Downtown Association (VDA) is seeking lodging tax funding to support and expand its long-standing Downtown Ambassador Program, a key initiative that has contributed to the success of placemaking efforts in the heart of	$50,000	$10,000

					Vancouver. The Downtown Ambassador Program directly enhances the visitor experience through a combination of clean and safe activities and on-the-ground visitor services. Our ambassadors patrol the streets daily, managing litter, removing graffiti, and addressing biohazard concerns, ensuring that the downtown area remains clean and welcoming for visitors and residents alike. Annually, the program removes 25,000 pounds of garbage, cleans over 5,000 graffiti tags, and safely disposes of 2,500 biohazard items. In addition to these critical tasks, our ambassadors also engage with approximately 5,000 visitors each year, offering directions, recommending local attractions, highlighting parking options, and distributing marketing materials like downtown walking maps. A key element of this program is its focus on creating a warm and welcoming presence that differentiates Vancouver from other destinations. Our ambassadors act as the friendly stewards of downtown, providing recommendations and engaging with visitors, offering a strong visitor-oriented customer service experience that enhances the overall visitor experience."		
22	Waterfront Gateway Plaza	City of Vancouver	Tourism Program or Facilities	2025	"As part of the redevelopment of the vacant lots around City Hall, the City, CCRA, and Lincoln Properties are planning to develop a 1-acre public plaza that will serve as a community gathering spot and event space for visitors from throughout the region. The plaza will be designed as an amenity rich space with both quiet meeting spaces and large open areas for events. In addition, the plaza is a critical part of the small business strategy for the overall project given its planned role in attracting visitors and foot traffic to the site and serving as an expansion site for the Vancouver Farmers Market, which provides opportunities to local entrepreneurs and small businesses to grow their businesses."	$1,000,000	$577,700
23	Design of the Expansion of the Convention Center	Downtown Redevelopment Authority	Tourism Program or Facilities	2025	"The Downtown Redevelopment Authority is contemplating moving forward with expansion of the Convention Center facility in the next two to three years. The additional facilities will include an additional 25,000 SF ballroom/exhibit hall, additional conference room areas and a parking structure. The expansion will allow Vancouver to compete for and accommodate much larger groups than the Center could support currently. Currently, the Center is able to accommodate groups of up to 600 people. The expansion would allow the Center to attract 1,200 to 1,600 groups to the City. There is no expansion of the hotel anticipated as part of the project. The additional visitors will be staying in other hotels in the City, generating additional room, food and beverage revenue for the tourism industry."	$2,000,000	$0
24	Social Media Ad Campaign for Grant Street Pier	Spry	Tourism Program or Facilities	2025	"We launched and have managed the social media accounts for the Grant Street Pier at the Vancouver Waterfront Park since 2019. We would like to use these grant funds to create a specific ad campaign to target people from out of state who are interested in visiting Portland or Southwest Washington and make them aware of Grant Street Pier and the Vancouver Waterfront with the goal of bringing new tourists to the city's downtown waterfront location."	$20,000	$0

EXHIBIT A - 2025 Lodging Tax Advisory Committee Grant Award Recommendations to City Council

TOTALS	**$4,934,460**	**$1,832,820**

APPENDIX D

POLICY AND PROCEDURE

<table>
<tr><td rowspan="2">CITY OF VANCOUVER WASHINGTON</td><td colspan="4">INDEX

Administrative/Council/City Manager</td></tr>
<tr><td rowspan="2">Subject

City Council Code of Ethics and Conduct</td><td>Number
100-36</td><td>Rev.
C</td><td>Effective Date
12/13/21</td><td>Page 1 of 9</td></tr>
<tr><td>Supersedes
7/18/11</td><td colspan="2">Prepared by:
[City Manager]</td><td>Approved by:
[Mayor]</td></tr>
</table>

1.0 Purpose

The purpose of this policy is to establish a formal code of ethics by which Councilmembers will conduct themselves while serving on the Vancouver City Council.

2.0 Organizations Affected

City Council/City Manager

3.0 References

City Council Resolution M-3268, December 20, 1999
City Council Resolution M-3741, July 18, 2011
City Council Resolution M-4157, December 13, 2021

4.0 Declaration of Policy

It is essential to the proper administration and operation of the City of Vancouver that the City Council be and give the appearance of being independent and impartial; that elective office with the City of Vancouver not be used for personal benefit; and that the public have confidence in the integrity of the City. In recognition of these goals, the City has adopted this Code of Ethics, which is applicable to all members of the City Council.

The purpose of this Code is to establish standards of ethical conduct applicable to the City Councilmembers, including the Mayor, in the discharge of their duties by prescribing essential restrictions against conflict of interest and other conduct not consistent with good ethical practices while not creating unnecessary barriers to public service. To that end, Councilmembers should not be denied the opportunity available to

all other community members to acquire and maintain private economic interests, except in circumstances in which a conflict of interest would reasonably result.

It is required that all Councilmembers comply with the law and all other applicable rules and regulations governing the conduct of public officials. The standards in this Code shall not preclude other standards required by law including but not limited to, Ch.42.23 RCW- Code of Ethics for Municipal Officers-Contract Interests, Ch. 42.20 RCW- Misconduct of Public Officers and Ch. 42.36- Appearance of Fairness. Nothing in this Code of Ethics shall be construed to limit full compliance with applicable federal and state laws and applicable rules and regulations governing the conduct of public officials now existing or hereinafter enacted.

5.0 Avoidance of the Appearance of Impropriety

All members of the City Council should conduct their official duties with integrity and impartiality and in a manner that avoids even the appearance of impropriety or a conflict of interest between public duties and private interests.

No Councilmember shall, by their conduct or participation in activities, give reasonable basis for the impression that any person can improperly influence the Councilmember or unduly enjoy the Councilmember's favor in the performance of official City actions, or that the Councilmembers is affected in the performance of the official act or actions by the kinship, rank, or association with any person.

Example:

A Councilmember actively pursues the award of a city contract to a company owned by a close friend. Such activity gives the appearance of impropriety and should be avoided.

6.0 Standards of Ethical Conduct

A. Personal Interests in Contracts Prohibited

No Councilmember shall participate in their capacity as a councilmember in the making of a contract in which the Councilmember has a personal interest, direct or indirect, or performs in regard to such a contract some function requiring the exercise of discretion on behalf of the City. Except, that this prohibition shall not apply where the councilmember has only a remote interest in the contract as defined in RCW 42.23.040 and summarized below and where the fact and the extent of such interest is disclosed and noted in the official minutes or similar records of the City prior to formation of the contract and thereafter the City Council authorizes, approves, or ratifies the contract in good faith by a vote of its membership without counting the vote or votes of the Councilmember(s) having the remote interest

For purposes of this section, a "remote interest' means:
1. that of a non-salaried officer of a non-profit corporation;

2. that of an employee or agent of a contracting party where the compensation of such employee or agent consists entirely of fixed wages or salary;
3. that of a landlord or tenant of a contracting party;
4. that of a holder of less than one percent of the shares of a corporation, limited liability company or other entity which is a contracting party.

B. Personal Influence in Contract Selection Prohibited.

No Councilmember shall influence the City's selection of, or its conduct of business with, a corporation, person, or firm having or proposing to do business with the City if the Councilmember has a personal financial interest, direct or indirect in or with the corporation, person, or firm, unless such interest is a remote interest as defined in RCW 42.23.040 and summarized herein and where the fact and extent of such interest is disclosed and noted in the official minutes or similar records of the City prior to formation of the contract and thereafter the City Council authorizes, approves, or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the vote or votes of the Councilmember(s) having the remote interest.

Example:

A Councilmember is requested to vote to award a contract to a company that employs the Councilmember. If the Councilmember has a beneficial interest in the contract either direct or indirect such as through a business profit sharing plan, the contract cannot be approved. If the Councilmember has no such interest and/or is subject to the remote interest rule, the Councilmember must disclose their interest and abstain from voting. Further, the Councilmember may not attempt to influence the votes of other Councilmembers. Questions regarding these kinds of situations should be directed to the City Attorney for review.

C. Disclosure of Confidential Information

A Councilmember shall not disclose or use any confidential, privileged, or proprietary information gained by reason of their position for a purpose other than a City purpose; provided, that nothing shall prohibit the disclosure or use of information which is a matter of public knowledge, or which is available to the public on request. Information obtained during Executive Sessions is deemed confidential.

Examples:

A Councilmember purchases land with advanced, undisclosed knowledge of the route of a new transit line that, when completed, will substantially increase the value of the land. The Councilmember's purchase of the land based on "inside" information violates this section off the Code of Ethics.

While having a conversation with Union leadership, a Councilmember discloses information discussed during Executive Session about labor negotiation strategy. The Councilmember's conduct violates this section's prohibition against disclosing information discussed in Executive Session.

D. Acceptance of Compensation, Gifts, Favors, Rewards, or Gratuity Prohibited.

1. City Councilmembers may not, directly or indirectly, give or receive, or agree to give or receive, any compensation, gift, favor, reward, or gratuity for a matter connected with or related to the officer's performance of official duties for the city. Prohibited conduct includes, but is not limited to, the following:

a. Accepting cash or other cash equivalents such as gift cards or gift certificates regardless of value except as part of an internal, recognized, and sanctioned city incentive program.
b. Accepting gifts, gratuities, loans, entertainment or other items of value from anyone with whom the city regularly transacts business, who has or seeks a contract with the city, or who desires other official action from the city.
c. Giving, offering or promising anything of value to a customer, a potential customer, or a financial institution in connection with any transaction or business that the city may have with that customer, potential customer, or financial institution.
d. Misusing confidential city information or disclosing such information to any individual who does not have a need to know the information.
e. Using the city's name, account or credit to purchase merchandise for personal use

2. Exceptions. The prohibition regarding accepting compensation, gifts, or rewards shall not apply to:

a. Receiving items from family members or friends where it is clear beyond a reasonable doubt that the gift was not made to gain or maintain influence;
b. Receiving items exchanged equally among Councilmembers at a social event hosted or sponsored by an officer of the city for other officers or employees of the city.
c. Receiving items of nominal value provided for advertising purposes such as pens, calendars, or items received at a conference;
d. Payment by a governmental or non-governmental entity of reasonable expenses incurred in connection with a speech, presentation, appearance or trade mission made in an official capacity. Reasonable expenses are limited to travel, lodging and subsistence expenses incurred the day before through the day after the event;
e. Payment of fees and reasonable travel expenses for attending seminars or educational programs sponsored by a government or *bona fide* non-profit professional, educational, trade or charitable association or institution. Reasonable expenses are limited to travel, lodging and subsistence expenses incurred the day before through the day after the event;
f. Discounts available to the individual as a member of a group, occupation or similar broad-based group;

g. Awards, prizes, scholarships or other items provided in recognition of academic, sport, or scientific achievement;
h. Attendance of the Councilmember at a hosted meal where official attendance by the Councilmember as a city representative is appropriate;
i. Campaign contributions that are in compliance with Chapter 42.17 RCW.

Example:

The Anyname Company has submitted a bid on a City project. The President of Anyname approaches a City Councilmember and promises that if their firm is the successful contract bidder, they will buy supplies from a firm owned by the Councilmember. The Councilmember promises to use their position to secure the contract for Anyname. Such actions are a violation of this section of the Ethics Code.

E. Certain Employment Prohibited.

No City Councilmember shall engage in or accept employment or render services for any employer when such employment or service creates a conflict of interest with a duty owed to the city or conflicts with the proper discharge of official city duties.

Example:

A Councilmember, who is also a real estate agent, represents a client who is in competition with the City for a parcel of land. The Councilmember is in violation of this section of the Code of Ethics.

F. Personal Interest in Legislation Prohibited.

No City Councilmember shall benefit either directly or indirectly from any legislation or have a financial interest in any legislation coming before the City Council nor participate in discussion with or give an opinion on such legislation, unless such interest is a remote interest as defined in this section and where the fact and extent of such interest is disclosed and noted on the record of the Council, or similar records of the City prior to consideration of the legislation by the City Council. City Councilmembers' participation in the enactment of legislation shall be governed by Ch. 42.23 RCW- the Code of Ethics for Municipal Officers and Ch. 42.36 RCW- The Appearance of Fairness Doctrine. City Councilmembers shall not be prohibited from participating in the adoption of legislation when the Councilmember has only a remote interest in the legislation as defined in this section, which has been disclosed, and the legislation is applicable to the general public and not of specific or unique benefit to the Councilmember. Questions regarding these kinds of situations should be directed to the City Attorney for review.

G. Improper Use of Position Prohibited.

A Councilmember shall not knowingly use their office or position to secure personal benefit, gain or profit, or use their position to secure special privileges or exceptions for themself, or for the benefit, gain, or profits of any other persons.

H. Improper Use of City Personnel Prohibited.

A Councilmember shall not employ or use any person under their official control or direction for personal benefit, gain, or profit.

I. Improper Use of City Property Prohibited.

A City Councilmember shall not use city-owned vehicles, equipment, materials, money, or property for personal or private convenience or profit. Such use is restricted to those city services that are available to the public generally, for the authorized conduct of official business or for such purposes and under such conditions as are approved by the city council, city manager or designee.

A Councilmember shall not utilize the City's name, letterhead or logo for the purpose of endorsing any political candidate, business, commercial product, or service.

7.0 Harassment Prevention

A. Policy: harassment prohibited.

The City of Vancouver is committed to providing a diverse work environment free from discrimination and harassment where all people are treated, and are expected to treat others, with dignity and respect. The City does not condone or tolerate discriminatory, harassing, retaliatory, intimidating, offensive, or disrespectful conduct. Councilmembers have a responsibility to assist in this commitment by modeling appropriate conduct, and refraining from engaging in harassing conduct directed at an individual because of their race, religion, color, national origin, pregnancy, military status, age, gender, sexual orientation, marital status and/or the presence of any physical or mental disability and/or any other status protected by law. Such harassing conduct is strictly prohibited. Any conduct which may be construed as retaliation against an individual because they made a complaint of harassment is also strictly prohibited.

B. Definitions and Guidelines.

1. "Harassing Conduct." As a general rule, harassing conduct includes behavior that is demeaning, insulting, offensive or intimidating. It can include verbal conduct such as unwanted sexual or racist comments; non-verbal behavior such as suggestive looks; and physical behavior such as pats, squeezes or brushing against someone's body. The conduct will be considered harassing and a violation of this policy if it is offensive or unwelcome, even if the conduct was not intended to be harassing.

Harassing conduct can take many forms. It can include:

- Demeaning, insulting, intimidating, or sexually suggestive written, recorded or electronically transmitted messages;
- Using demeaning or inappropriate names or labels that others find offensive;
- Making vulgar comments, using profane language, using indecent gestures or discussing sexual activities;
- Unwanted physical contact or conduct of any kind, including sexual flirtations, touching, advances, or propositions;
- Verbal abuse of any kind;
- The display of demeaning, insulting or sexually suggestive objects or pictures, including nude photographs;
- Blaming victims of harassment for causing the problem; or
- Continuing offensive behaviors after one has objected to that behavior.

2. "Retaliation." Retaliation is any action taken to punish an individual for making a complaint of harassment or to obtain revenge for making the complaint is retaliation, even if the complaint is unfounded.

Examples of retaliatory conduct include any of the following when made for making a complaint of harassing conduct:

- Harassing or intimidating an individual in any way;
- Making or encouraging unjustified disciplinary action;
- Directly or indirectly encouraging others to retaliate against an individual who has made a complaint of harassment; or
- Making or encouraging any action which is detrimental to the employee's job such as a demotion, a poor performance evaluation, or making it difficult for the employee to perform job duties.

This Policy applies equally to all Council members regardless of whether they are working inside City Hall or within the community.

8.0 Impermissible Conduct After Leaving City Office

A. Disclosure of Privileged, Confidential, or Proprietary Information Prohibited.

No former City Councilmember shall disclose or use for their personal gain or that of any other person any privileged, confidential, or proprietary information gained because of their City office .

B. Participation in City Matters Prohibited**.**

No former City Councilmember shall, during the period of one year after leaving office:

1. Assist any person in matters involving the city if, while in the course of duty with the city, the former Councilmember was officially involved in the matter, or personally and substantially participated in the matter, or acted on the matter; or.

2. Represent any person as an advocate in any matter in which the former Councilmember was involved while a Councilmember; or

3. Participate as or with a bidder, vendor, or consultant in any competitive selection process for a city contract in which he or she assisted the city in determining the project, or work to be done or the process to be used.

9.0 Violation of the Code of Ethics

Any person who has information that a Councilmember may have violated the Code of Ethics shall provide that information in writing to the City Council and the City Manager. The written complaint must be based substantially upon the personal knowledge of the complainant and signed by the person filing the complaint. No action will be taken on any complaint which is filed later than three (3) years after a violation of the Code of Ethics is alleged to have occurred.

Upon receipt of the complaint, the City Council, and/or the City Manager shall provide it to the City Attorney who shall promptly review the information and determine whether the complaint, on its face, alleges facts that, if true, would substantiate a violation of the Code of Ethics and shall report back to the Council in writing. The City Council at its next regular meeting, shall review the City Attorney's report and make a determination as to whether or not the Council shall refer the allegation(s) to a Hearings Examiner designated by the Council to conduct an investigation.

If so referred, the Hearings Examiner shall conduct an investigation of the complaint and prepare written findings and conclusions within sixty 60 days of the date the complaint was received by the City unless an extension is granted by the Council. The Councilmember accused of the ethics violation shall have the right to review any and all information obtained as a result of the investigation and shall have the right to respond in writing to the complaint which information shall be reviewed and taken into consideration by the Hearings Examiner.

Upon completion of the investigation, the Hearings Examiner shall issue an advisory report to the Council for its consideration as well as to the City Manager and City Attorney. The report shall set forth findings and conclusions demonstrating whether or not, based on a preponderance of the evidence, the councilmember has violated the Code of Ethics.

Within 5 (five) business days of the receipt of the report, the City Manager shall provide copies of the report via certified mail to the complaining party and to the Councilmember against whom the complaint was filed at their last known addresses.

Within fifteen (15) business days of the receipt of the report, the Council (excluding the accused Councilmember) shall convene to review the alleged violation and the report and take action. Action may include the following: 1.) dismissal of the complaint on the basis that no violation of the Code of Ethics has occurred; or 2.) remand to the Hearings Examiner to obtain additional information in order for the Council to decide whether a violation has occurred; or 3.) a determination that by a preponderance of the evidence, a violation of the Code of Ethics has occurred in which case the Council shall adopt written findings, conclusions and appropriate sanctions as forth herein.

Adoption of the findings, conclusions and sanction(s) by the City Council shall be by majority vote; provided that the Councilmember accused of the violation shall not vote on any matter involving that member; and provided further that in the event the Mayor is accused of the violation, the Mayor Pro Tempore shall act in the Mayor's stead.

Within 5 (five) business days thereafter, the City Manager shall provide copies of the Council's findings, conclusions and sanction(s) via certified mail to the complaining party and to the Councilmember against whom the complaint was filed at their last known addresses. No final disposition of the matter will be implemented for a period of 10 (ten) days to allow the Councilmember against whom the complaint was filed to request a review of the Council's decision. Such a request shall be submitted to the City Manager in writing and shall state the reasons for their objections and request a review of the action taken. The Council shall review the action taken in light of the findings and conclusions and request for review and may take whatever further action, if any, appears appropriate under the circumstances. The action of the Council shall be final and not subject to further review or appeal except as may otherwise be provided by law.

Action by Council may take any of the following sanctions:

1. Admonition. An admonition shall be verbal non-public statement made by the Mayor to the member.

2. Reprimand. A reprimand shall be administered to the Councilmember by letter. The letter shall be prepared by the City Council and shall be signed by the Mayor.

3. Censure. A censure shall be a written statement administered personally to the member. The individual shall appear at a time and place directed by the City Council to receive the censure. It shall be given publicly, and the member shall not make any statement in support of or in opposition thereto or in mitigation thereof. A censure shall be deemed administered at the time it is scheduled whether or not the member appears as required.

4. Other sanctions. Any sanction imposed under this Code of Ethics is in addition to and not in lieu of any other penalty, sanction or remedy which may be imposed or sought according to law or equity, including, but not limited to:

(a) Declaration of vacancy by City Council pursuant to Charter Sections 2.02 or 2.06.
(b) Voiding of a contract entered into in violation of Charter Section 11.07 (Personal Interest)
(c) Forfeiture of office for violation of Charter Section 11.07 (Personal Interest)
(d) Civil penalties of $500 and possible forfeiture of office pursuant to RCW 42.23.050.
(e) Removal or recall from office pursuant to state law.
(f) Removal from leadership positions, boards and commissions and other official positions or duties that do not conflict with Washington statutes.
(g) Initiation of appropriate civil actions against any person member who violates this Code.
(h) Injunctive relief to ensure that violation of this Code or of other provisions of law cease and desist.

C:\C\Procedure 100-36 Ethics Policy

APPENDIX E

Davis Wright Tremaine LLP

Suite 700
560 SW 10th Avenue
Portland, OR 97205-2702

Kathy Dent
(503) 778-5416 tel
(503) 778-5299 fax

kathydent@dwt.com

MEMORANDUM

To: Nena Cook
City Attorney
City of Vancouver
From: Kathy Dent
Date: September 29, 2025
Subject: Code of Ethics Complaint Against Councilmember Kim Harless

---

This memorandum summarizes my findings and general conclusions regarding the August 28, 2025, Code of Ethics Complaint submitted by Brad Erhart against Vancouver City Councilmember Kim Harless.

I. EXECUTIVE SUMMARY

A. Complaint Summary

The Complaint alleges that Harless, in her capacity as a City Councilmember and Chair of the City of Vancouver Lodging & Tax Authority Committee ("LTAC"), had an undisclosed conflict of interest arising out of her personal/romantic relationship with John Park. Park, who is identified as the governor of Vancouver Arena, applied for and received grants from LTAC in 2023, 2024 and 2025, for an event known as GoFest. During this same period, Park and Harless were allegedly involved in a personal and/or romantic relationship. Harless participated in the review, deliberation and approval for these grants, without disclosing her personal relationship with Park and without recusing herself from the proceedings.

The Complaint alleges that, by engaging in this conduct, Harless violated Policy No. 100-36, Sections 5.0, 6.0A and B, and RCW 42.23.030. The Complaint also raises a concern that Harless may also have violated Section 6.0C and G.

B. Standard of Review

I reviewed the allegations in the Complaint to determine whether the Complaint, on its face, alleges facts that, if true, would substantiate a violation of the City Council Code of Ethics and Conduct. *See* Policy No. 100-36, Section 9.0.

C. Conclusions

The Complaint fails to allege facts which, if true, would substantiate a violation of Policy No. 100-36, Section 6.0A, B, D or G or RCW 42.23.030.

However, the Complaint has sufficiently alleged facts to substantiate a violation of Policy No. 100-36, Section 5.0, Avoidance of the Appearance of Impropriety.

II. COMPLAINT ALLEGATIONS AND CONCLUSIONS

A. Allegation: Personal Influence in Contract Selection Prohibited, Policy 100-36, Section 6.0B.

Section 6.0B states, in part:

> No Councilmember shall influence the City's selection of, or its conduct of business with, a corporation, person, or firm having or proposing to do business with the City if the Councilmember has a personal financial interest, direct or indirect in or with the corporation, person, or firm, unless such interest is a remote interest as defined in RCW 42.23.040 … and where the fact and extent of such interest is disclosed … and thereafter the City Council … approves … the contract … without counting the vote … of the Councilmember(s) having the remote interest.

The Complaint alleges that LTAC approved grants to Vancouver Arena in 2023, 2024 and 2025 to fund the GoFest event. Park is identified as the governor of Vancouver Arena.

The Complaint does not allege any facts that would support a finding that Harless had a "personal financial interest" in Vancouver Arena. Specifically, the Complaint does not allege any facts that would show that Harless was an officer, agent or employee of Vancouver Arena. At best, the Complaint identifies photos and posts that establish that Harless attended Vancouver Arena events with Park and that the two appeared to be in a romantic relationship. Even if true, this is insufficient to show that Harless had a personal financial interest in Vancouver Arena.

B. Allegation: Personal Interests in Contracts Prohibited, Policy 100-36, Section 6.0A.

Section 6.0A states, in part:

> No Councilmember shall participate in their capacity as a councilmember in the making of a contract in which the Councilmember has a personal interest, direct or indirect, or performs in regard to such a contract some function requiring the exercise of discretion on behalf of the City. Except

> that this prohibition shall not apply where the councilmember has only a remote interest in the contract … and where the fact and the extent of such interest is disclosed … and thereafter the City Council authorizes … the contract … without counting the vote … of the Councilmember(s) having the remote interest.

The Complaint does not allege any facts that would support a finding that Harless violated Section 6.0A. The Complaint does not allege facts that would demonstrate that Harless had a "personal interest" in Vancouver Arena's LTAC grants. Significantly, the alleged facts also do not demonstrate that Harless had a "remote interest" in Vancouver Arena.

For purposes of Section 6.0A, a "remote interest" means:

1. That of a non-salaried officer of a non-profit corporation;

2. That of an employee or agent of a contracting party where the compensation of such employee or agent consists entirely of fixed wages or salary;

3. That of a landlord or tenant of a contracting party;

4. That of a holder of less than one percent of the shares of a corporation… or other entity which is a contracting party.

The Complaint does not allege any facts that would show that Harless was an officer, agent or employee of Vancouver Arena. Additionally, although the Complaint alleges that Harless and Park may have had a shared residence, it does not allege facts that would establish a landlord-tenant relationship.

Absent evidence that Harless had a personal or remote interest in Vancouver Arena, the Complaint cannot state a violation of Section 6.0A.

C. Allegation: Interest in contracts prohibited, RCW 42.23.030.

RCW 42.23.030 states, in part:

> No municipal officer shall be beneficially interested, directly or indirectly, in any contract which may be made by, through or under the supervision of such officer … or accept, directly or indirectly, any compensation, gratuity or reward in connection with such contract from any person beneficially interested therein.

The statute does not define beneficial interest. However, Policy 6.0B provides the following example: "A Councilmember is requested to vote to award a contract to a company that employs the Councilmember. If the Councilmember has a beneficial interest in the contract either direct or indirect such as through a business profit sharing plan, the contract cannot be approved."

The example suggests that a beneficial interest means a personal financial interest. As explained above, the Complaint does not allege any facts that would establish that Harless had a personal

financial interest in Vancouver Arena. For this reason, the Complaint does not allege facts sufficient to state a violation of RCW 42.23.030.

D. Allegation: Avoidance of the Appearance of Impropriety, Policy 100-36, Section 5.0.

Section 5.0 states, in part:

> All members of the City Council should conduct their official duties with integrity and impartiality and in a manner that avoids even the appearance of impropriety or a conflict of interest between public duties and private interests.
>
> No Councilmember shall, by their conduct or participation in activities, give reasonable basis for the impression that any person can improperly influence the Councilmember or unduly enjoy the Councilmember's favor in the performance of official City actions, or that the Councilmember is affected in the performance of the official act or actions by the kinship, rank, or association with any person.

The Complaint alleges that Harless's conduct created an appearance of impropriety. Specifically, the Complaint alleges that Harless violated Policy 5.0 by failing to disclose her personal relationship with Park while presiding over and voting on LTAC grants for Vancouver Arena during the 2023, 2024 and 2025 grant cycles.

In support, the Complaint cites evidence, including photos and social media posts, that Harless and Park were involved in a personal and/or romantic relationship during the 2023, 2024 and 2025 grant cycles. The Complaint also alleges that Harless attended multiple Vancouver Arena events, including the 2025 GoFest event, for which Park received an LTAC grant. The Complaint also cites evidence showing that Park made a campaign donation to Harless in 2025 and assisted Harless at multiple campaign events in 2025.

These facts, if true, would substantiate a violation of Section 5.0. Although the facts may not establish that Harless had an actual conflict of interest, her conduct arguably created an appearance of impropriety. Additionally, her close personal relationship with Park, combined with her visible presence at Vancouver Arena events, could give the impression that Park unduly enjoyed Harless's favor or that Harless's LTAC grant decisions may have been affected by her relationship with Park.

E. Allegation: Disclosure or Use of Confidential Information, Policy 100-36, Section 6.0C and G.

Section 6.0C states, in part: "A Councilmember shall not disclose or use any confidential, privileged, or proprietary information gained by reason of their position for a purpose other than a City purpose…."

Section 6.0G states: "A Councilmember shall not knowingly use their office or position to secure personal benefit, gain or profit, or use their position to secure special privileges or exceptions for themself, or for the benefit, gain, or profits of any other persons."

The Complaint alleges that the relationship between Harless and Park raises a "significant concern that Harless may have disclosed or used confidential, privileged, or proprietary information gained by reason of her position as the chair of LTAC, or assisted Park in drafting the grant requests."

The Complaint does not allege any facts to support this claim and appears to be based on pure speculation. Accordingly, I conclude that the Complaint fails to state a violation of Section 6.0C (Disclosure of Confidential Information) or 6.0G (Improper use of Position Prohibited).

APPENDIX F

LANDERHOLM
Legal advisors. Trusted advocates.

Phillip J. Haberthur
PO Box 1086
Vancouver, WA 98666-1086

T: (360) 816-2520
F: (360) 816-2521
E: philh@landerholm.com

December 1, 2025

VIA EMAIL (brenda.bannon@ogletree.com)
AND FIRST-CLASS MAIL

Brenda Bannon
Ogletree Deakins
1201 Third Avenue, Suite 5150
Seattle, WA 98101

Re: Brad Erhart Ethics Complaint

Dear Ms. Bannon:

As you know, this firm represents Vancouver City Councilor Kim Harless with regard to the ethics allegations made against her by Brad Erhart. We understand that you have been tasked with investigating whether there is any evidence to establish that Councilor Harless violated Sections 5 or 6.0 (A-D, G) of the City of Vancouver's Ethics Policy, 100-36 (hereinafter the "Ethics Policy"). This response is submitted in accordance with Section 9.0 of the Ethics Policy.

Preliminarily, we understand you have identified no evidence that Councilor Harless was at any time employed by Vancouver Arena, that she otherwise served as an officer or board member of the organization, or that she had even a "remote interest" in Vancouver Arena as that term is defined in Section 6.0 of the Ethics Policy. Accordingly, the claims alleging that Councilor Harless violated Sections 6.0(A) (personal interests in contracts prohibited); 6.0(B) (personal influence in contract selection prohibited) and the same is true for RCW 42.23.030; Sections 6.0(G) (disclosure or use of confidential information) are meritless and should be dismissed.

There is likewise no evidence that Councilor Harless violated Section 6.0(C) (disclosure or use of confidential information), especially because all of the deliberations and materials are open to the public (*i.e.*, there are no executive sessions or confidential information provided to LTAC). Mr. Erhart has not alleged, much less offered evidence to demonstrate, that Councilor Harless utilized confidential, privileged, or proprietary information gained by her on the City Council position for a purpose other than a City purpose. This allegation should accordingly be dismissed.

It appears Mr. Erhart has also attempted to state an allegation that Councilor Harless violated Section 6.0(D) of the Ethics Policy (acceptance of compensation, gifts, favors, rewards, or gratuity prohibited). Mr. Erhart has not, however, made any allegation that Councilor Harless received any compensation, gifts, favors, rewards, or gratuity as part of her involvement with the Lodging Tax Advisory Committee (LTAC). At most, Mr. Erhart appears to allege that grants awarded by LTAC conferred an indirect economic benefit on John Park, who has reportedly contributed his personal funds to the Vancouver Arena's "GOFest" event in past years. Even assuming this to be true, Mr.

Erhart has not shown that the grants in question provided any direct economic benefit to Mr. Park. There is no evidence that Mr. Park bore any legal or contractual obligation to contribute funds to GOFest, and thus Mr. Erhart's claim that the LTAC grants "reduce[d] his personal financial burden" amounts to bare speculation.

More importantly, there is no evidence whatsoever that any benefit derived by Mr. Park amounted to a prohibited benefit received by Councilor Harless. To interpret the Ethics Code in the manner that Mr. Erhart appears to propose would effectively preclude City councilors from participating in any civic or community events supported by grant funds—and, indeed, from socializing or engaging in relationships with anyone who might conceivably contribute to such events. There is no indication that the Ethics Policy is intended to be construed in this manner, and this claim should also be dismissed as meritless.

Finally, Mr. Erhart has alleged that Councilor Harless violated Section 5.0 of the Ethics Policy, which addresses the "Avoidance of the Appearance of Impropriety." This section provides:

> All members of the City Council should conduct their official duties with integrity and impartiality and in a manner that avoids even the appearance of impropriety or a conflict of interest between public duties and private interests. No Councilmember shall, by their conduct or participation in activities, give reasonable basis for the impression that any person can improperly influence the Councilmember or unduly enjoy the Councilmember's favor in the performance of official City actions, or that the Councilmembers [sic] is affected in the performance of the official act or actions by the kinship, rank, or association with any person.

Mr. Erhart contends that Councilor Harless violated Section 5.0 by failing to disclose her relationship with Mr. Park while presiding over and voting on LTAC grants for Vancouver Arena during the 2023, 2024, and 2025 grant cycles.

As an initial matter, Mr. Erhart's factual assertions are inaccurate. Councilor Harless and Mr. Park did not start dating until early 2023, and they did not begin living together until 2025. It appears that Mr. Erhart has scoured Councilor Harless's private social media and other websites in an effort to establish that Councilor Harless and Mr. Park were acquaintances before this date, but the evidence he proffers in support of those assertions is lacking. In responding to these allegations, we reiterate that there is zero evidence of a conflict of interest by Councilor Harless for the same reasons as set forth in above in reference to the allegations concerning Sections 6.0 (A-C, G).

The appearance of impropriety provisions of the Ethics Policy has roots in the appearance of fairness doctrine under Washington law. The "appearance of fairness" doctrine typically arises in the context of quasi-judicial proceedings in the land use context, such as zoning and annexation. *See Smith v. Skagit County*, 75 Wn.2d 715 (1969). Washington courts have explained that the "core

of the doctrine . . . is that hearings to which the doctrine applies must not only be fair in fact, but must appear to be fair and to be free of an aura of partiality, impropriety, conflict of interest, or prejudgment." *Hayden v. City of Port Townsend*, 28 Wn. App. 192, 196 (1981). "As it has developed, the appearance of fairness doctrine has been applied not only to cases where actual conflict of interest is demonstrated, but also to situations where a conflict of interest may have affected an administrative action. The doctrine reaches the appearance of impropriety, not just its actual presence." *Id.* at 196.

Drawing on these principles, it is clear that Mr. Erhart's interpretation of Section 5.0 would see it applied far beyond its intended context, and leave City councilors in an unworkable and untenable position. As stated above, neither Councilor Harless nor Mr. Parks personally benefited—even remotely or indirectly—from the award of the LTAC grants to Vancouver Arena. No reasonable member of the pubic could conclude that their mere participation or association with the GOFest event constituted a personal stake. Applying Section 5.0 under these facts would do nothing to enhance or encourage the appearance of fairness in City Council activities, and would deter councilor engagement in civic events.

Indeed, Councilor Harless has always placed paramount value on her ethical obligations and operated with complete transparency in all facets of her official duties. Council Harless routinely inquired of the City Attorney assigned to the committee ahead of LTAC functions involving Vancouver Arena. She fully explained and disclosed all relevant information, including her relationship with Mr. Parks, and was advised that there was no conflict of interest or basis for recusal from voting on the Vancouver Arena LTAC grant. Councilor Harless is entitled to rely upon the advice of counsel, and may presume that the City's legal advisors know and understand the Ethics Policy. As explained above, we fully agree with the City attorney's interpretation and guidance under these facts. To find a violation of any portion of the Ethics Policy here would discourage councilmembers and staff from proactively seeking advice from City legal counsel, and undermine confidence in the City Attorney.

It is also critical to note that each of the LTAC votes associated with the Vancouver Arena grants were unanimous, and the City Council votes were also unanimous. Even if Mr. Erhart had presented some evidence of impropriety—which he demonstrably has not—there is no indication whatsoever that the results of any City Council or LTAC matter were affected.

In sum, there is no evidence that Council Harless violated any provision of the Ethics Policy, and to find in support of Mr. Erhart's allegations would require an untenable and unprecedented expansion of the Ethics Policy. There is no evidence whatsoever that either Councilor Harless or Mr. Parks derived any benefit from the LTAC grant funds, which were received by a local non-profit. Applying the appearance of impropriety doctrine under these facts would effectively preclude City councilors from so much as participating in civic events—or even socializing with those involved—and mandate their recusal from any action conceivably affecting such events. Such an interpretation would quash public involvement by councilors and hobble their full

engagement with matters coming before the City Council. To do so here would further undermine confidence in the City Attorney's Office, from which Councilor Harless proactively sought guidance, and punish her reliance upon legal counsel.

For these reasons, we respectfully request that you find that Councilor Harless has not violated any sections of the Ethics Policy and you recommend that the Complaint be dismissed.

Thank you for the opportunity to submit this response.

Sincerely,

LANDERHOLM, P.S.



PHILLIP J. HABERTHUR
Attorney at Law

PJH/had
HABP02-000002 - 7438115v1

POLICY AND PROCEDURE

<table>
<tr><td rowspan="2">CITY OF VANCOUVER WASHINGTON</td><td colspan="4">INDEX

Administrative/Council/City Manager</td></tr>
<tr><td rowspan="2">Subject

City Council Code of Ethics and Conduct</td><td>Number
100-36</td><td>Rev.
C</td><td>Effective Date
12/13/21</td><td>Page 1 of 9</td></tr>
<tr><td>Supersedes
7/18/11</td><td colspan="2">Prepared by:
[City Manager]</td><td>Approved by:
[Mayor]</td></tr>
</table>

1.0 Purpose

The purpose of this policy is to establish a formal code of ethics by which Councilmembers will conduct themselves while serving on the Vancouver City Council.

2.0 Organizations Affected

City Council/City Manager

3.0 References

City Council Resolution M-3268, December 20, 1999
City Council Resolution M-3741, July 18, 2011
City Council Resolution M-4157, December 13, 2021

4.0 Declaration of Policy

It is essential to the proper administration and operation of the City of Vancouver that the City Council be and give the appearance of being independent and impartial; that elective office with the City of Vancouver not be used for personal benefit; and that the public have confidence in the integrity of the City. In recognition of these goals, the City has adopted this Code of Ethics, which is applicable to all members of the City Council.

The purpose of this Code is to establish standards of ethical conduct applicable to the City Councilmembers, including the Mayor, in the discharge of their duties by prescribing essential restrictions against conflict of interest and other conduct not consistent with good ethical practices while not creating unnecessary barriers to public service. To that end, Councilmembers should not be denied the opportunity available to

all other community members to acquire and maintain private economic interests, except in circumstances in which a conflict of interest would reasonably result.

It is required that all Councilmembers comply with the law and all other applicable rules and regulations governing the conduct of public officials. The standards in this Code shall not preclude other standards required by law including but not limited to, Ch.42.23 RCW- Code of Ethics for Municipal Officers-Contract Interests, Ch. 42.20 RCW- Misconduct of Public Officers and Ch. 42.36- Appearance of Fairness. Nothing in this Code of Ethics shall be construed to limit full compliance with applicable federal and state laws and applicable rules and regulations governing the conduct of public officials now existing or hereinafter enacted.

5.0 Avoidance of the Appearance of Impropriety

All members of the City Council should conduct their official duties with integrity and impartiality and in a manner that avoids even the appearance of impropriety or a conflict of interest between public duties and private interests.

No Councilmember shall, by their conduct or participation in activities, give reasonable basis for the impression that any person can improperly influence the Councilmember or unduly enjoy the Councilmember's favor in the performance of official City actions, or that the Councilmembers is affected in the performance of the official act or actions by the kinship, rank, or association with any person.

Example:

A Councilmember actively pursues the award of a city contract to a company owned by a close friend. Such activity gives the appearance of impropriety and should be avoided.

6.0 Standards of Ethical Conduct

A. Personal Interests in Contracts Prohibited

No Councilmember shall participate in their capacity as a councilmember in the making of a contract in which the Councilmember has a personal interest, direct or indirect, or performs in regard to such a contract some function requiring the exercise of discretion on behalf of the City. Except, that this prohibition shall not apply where the councilmember has only a remote interest in the contract as defined in RCW 42.23.040 and summarized below and where the fact and the extent of such interest is disclosed and noted in the official minutes or similar records of the City prior to formation of the contract and thereafter the City Council authorizes, approves, or ratifies the contract in good faith by a vote of its membership without counting the vote or votes of the Councilmember(s) having the remote interest

For purposes of this section, a "remote interest' means:
1. that of a non-salaried officer of a non-profit corporation;

2. that of an employee or agent of a contracting party where the compensation of such employee or agent consists entirely of fixed wages or salary;
3. that of a landlord or tenant of a contracting party;
4. that of a holder of less than one percent of the shares of a corporation, limited liability company or other entity which is a contracting party.

B. Personal Influence in Contract Selection Prohibited.

No Councilmember shall influence the City's selection of, or its conduct of business with, a corporation, person, or firm having or proposing to do business with the City if the Councilmember has a personal financial interest, direct or indirect in or with the corporation, person, or firm, unless such interest is a remote interest as defined in RCW 42.23.040 and summarized herein and where the fact and extent of such interest is disclosed and noted in the official minutes or similar records of the City prior to formation of the contract and thereafter the City Council authorizes, approves, or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the vote or votes of the Councilmember(s) having the remote interest.

Example:

A Councilmember is requested to vote to award a contract to a company that employs the Councilmember. If the Councilmember has a beneficial interest in the contract either direct or indirect such as through a business profit sharing plan, the contract cannot be approved. If the Councilmember has no such interest and/or is subject to the remote interest rule, the Councilmember must disclose their interest and abstain from voting. Further, the Councilmember may not attempt to influence the votes of other Councilmembers. Questions regarding these kinds of situations should be directed to the City Attorney for review.

C. Disclosure of Confidential Information

A Councilmember shall not disclose or use any confidential, privileged, or proprietary information gained by reason of their position for a purpose other than a City purpose; provided, that nothing shall prohibit the disclosure or use of information which is a matter of public knowledge, or which is available to the public on request. Information obtained during Executive Sessions is deemed confidential.

Examples:

A Councilmember purchases land with advanced, undisclosed knowledge of the route of a new transit line that, when completed, will substantially increase the value of the land. The Councilmember's purchase of the land based on "inside" information violates this section off the Code of Ethics.

While having a conversation with Union leadership, a Councilmember discloses information discussed during Executive Session about labor negotiation strategy. The Councilmember's conduct violates this section's prohibition against disclosing information discussed in Executive Session.

D. Acceptance of Compensation, Gifts, Favors, Rewards, or Gratuity Prohibited.

1. City Councilmembers may not, directly or indirectly, give or receive, or agree to give or receive, any compensation, gift, favor, reward, or gratuity for a matter connected with or related to the officer's performance of official duties for the city. Prohibited conduct includes, but is not limited to, the following:

a. Accepting cash or other cash equivalents such as gift cards or gift certificates regardless of value except as part of an internal, recognized, and sanctioned city incentive program.
b. Accepting gifts, gratuities, loans, entertainment or other items of value from anyone with whom the city regularly transacts business, who has or seeks a contract with the city, or who desires other official action from the city.
c. Giving, offering or promising anything of value to a customer, a potential customer, or a financial institution in connection with any transaction or business that the city may have with that customer, potential customer, or financial institution.
d. Misusing confidential city information or disclosing such information to any individual who does not have a need to know the information.
e. Using the city's name, account or credit to purchase merchandise for personal use

2. Exceptions. The prohibition regarding accepting compensation, gifts, or rewards shall not apply to:

a. Receiving items from family members or friends where it is clear beyond a reasonable doubt that the gift was not made to gain or maintain influence;
b. Receiving items exchanged equally among Councilmembers at a social event hosted or sponsored by an officer of the city for other officers or employees of the city.
c. Receiving items of nominal value provided for advertising purposes such as pens, calendars, or items received at a conference;
d. Payment by a governmental or non-governmental entity of reasonable expenses incurred in connection with a speech, presentation, appearance or trade mission made in an official capacity. Reasonable expenses are limited to travel, lodging and subsistence expenses incurred the day before through the day after the event;
e. Payment of fees and reasonable travel expenses for attending seminars or educational programs sponsored by a government or *bona fide* non-profit professional, educational, trade or charitable association or institution. Reasonable expenses are limited to travel, lodging and subsistence expenses incurred the day before through the day after the event;
f. Discounts available to the individual as a member of a group, occupation or similar broad-based group;

g. Awards, prizes, scholarships or other items provided in recognition of academic, sport, or scientific achievement;
h. Attendance of the Councilmember at a hosted meal where official attendance by the Councilmember as a city representative is appropriate;
i. Campaign contributions that are in compliance with Chapter 42.17 RCW.

Example:

The Anyname Company has submitted a bid on a City project. The President of Anyname approaches a City Councilmember and promises that if their firm is the successful contract bidder, they will buy supplies from a firm owned by the Councilmember. The Councilmember promises to use their position to secure the contract for Anyname. Such actions are a violation of this section of the Ethics Code.

E. Certain Employment Prohibited.

No City Councilmember shall engage in or accept employment or render services for any employer when such employment or service creates a conflict of interest with a duty owed to the city or conflicts with the proper discharge of official city duties.

Example:

A Councilmember, who is also a real estate agent, represents a client who is in competition with the City for a parcel of land. The Councilmember is in violation of this section of the Code of Ethics.

F. Personal Interest in Legislation Prohibited.

No City Councilmember shall benefit either directly or indirectly from any legislation or have a financial interest in any legislation coming before the City Council nor participate in discussion with or give an opinion on such legislation, unless such interest is a remote interest as defined in this section and where the fact and extent of such interest is disclosed and noted on the record of the Council, or similar records of the City prior to consideration of the legislation by the City Council. City Councilmembers' participation in the enactment of legislation shall be governed by Ch. 42.23 RCW- the Code of Ethics for Municipal Officers and Ch. 42.36 RCW- The Appearance of Fairness Doctrine. City Councilmembers shall not be prohibited from participating in the adoption of legislation when the Councilmember has only a remote interest in the legislation as defined in this section, which has been disclosed, and the legislation is applicable to the general public and not of specific or unique benefit to the Councilmember. Questions regarding these kinds of situations should be directed to the City Attorney for review.

G. Improper Use of Position Prohibited.

A Councilmember shall not knowingly use their office or position to secure personal benefit, gain or profit, or use their position to secure special privileges or exceptions for themself, or for the benefit, gain, or profits of any other persons.

H. Improper Use of City Personnel Prohibited.

A Councilmember shall not employ or use any person under their official control or direction for personal benefit, gain, or profit.

I. Improper Use of City Property Prohibited.

A City Councilmember shall not use city-owned vehicles, equipment, materials, money, or property for personal or private convenience or profit. Such use is restricted to those city services that are available to the public generally, for the authorized conduct of official business or for such purposes and under such conditions as are approved by the city council, city manager or designee.

A Councilmember shall not utilize the City's name, letterhead or logo for the purpose of endorsing any political candidate, business, commercial product, or service.

7.0 Harassment Prevention

A. Policy: harassment prohibited.

The City of Vancouver is committed to providing a diverse work environment free from discrimination and harassment where all people are treated, and are expected to treat others, with dignity and respect. The City does not condone or tolerate discriminatory, harassing, retaliatory, intimidating, offensive, or disrespectful conduct. Councilmembers have a responsibility to assist in this commitment by modeling appropriate conduct, and refraining from engaging in harassing conduct directed at an individual because of their race, religion, color, national origin, pregnancy, military status, age, gender, sexual orientation, marital status and/or the presence of any physical or mental disability and/or any other status protected by law. Such harassing conduct is strictly prohibited. Any conduct which may be construed as retaliation against an individual because they made a complaint of harassment is also strictly prohibited.

B. Definitions and Guidelines.

1. "Harassing Conduct." As a general rule, harassing conduct includes behavior that is demeaning, insulting, offensive or intimidating. It can include verbal conduct such as unwanted sexual or racist comments; non-verbal behavior such as suggestive looks; and physical behavior such as pats, squeezes or brushing against someone's body. The conduct will be considered harassing and a violation of this policy if it is offensive or unwelcome, even if the conduct was not intended to be harassing.

Harassing conduct can take many forms. It can include:

- Demeaning, insulting, intimidating, or sexually suggestive written, recorded or electronically transmitted messages;
- Using demeaning or inappropriate names or labels that others find offensive;
- Making vulgar comments, using profane language, using indecent gestures or discussing sexual activities;
- Unwanted physical contact or conduct of any kind, including sexual flirtations, touching, advances, or propositions;
- Verbal abuse of any kind;
- The display of demeaning, insulting or sexually suggestive objects or pictures, including nude photographs;
- Blaming victims of harassment for causing the problem; or
- Continuing offensive behaviors after one has objected to that behavior.

2. "Retaliation." Retaliation is any action taken to punish an individual for making a complaint of harassment or to obtain revenge for making the complaint is retaliation, even if the complaint is unfounded.

Examples of retaliatory conduct include any of the following when made for making a complaint of harassing conduct:

- Harassing or intimidating an individual in any way;
- Making or encouraging unjustified disciplinary action;
- Directly or indirectly encouraging others to retaliate against an individual who has made a complaint of harassment; or
- Making or encouraging any action which is detrimental to the employee's job such as a demotion, a poor performance evaluation, or making it difficult for the employee to perform job duties.

This Policy applies equally to all Council members regardless of whether they are working inside City Hall or within the community.

8.0 Impermissible Conduct After Leaving City Office

A. Disclosure of Privileged, Confidential, or Proprietary Information Prohibited.

No former City Councilmember shall disclose or use for their personal gain or that of any other person any privileged, confidential, or proprietary information gained because of their City office .

B. Participation in City Matters Prohibited**.**

No former City Councilmember shall, during the period of one year after leaving office:

1. Assist any person in matters involving the city if, while in the course of duty with the city, the former Councilmember was officially involved in the matter, or personally and substantially participated in the matter, or acted on the matter; or.

2. Represent any person as an advocate in any matter in which the former Councilmember was involved while a Councilmember; or

3. Participate as or with a bidder, vendor, or consultant in any competitive selection process for a city contract in which he or she assisted the city in determining the project, or work to be done or the process to be used.

9.0 Violation of the Code of Ethics

Any person who has information that a Councilmember may have violated the Code of Ethics shall provide that information in writing to the City Council and the City Manager. The written complaint must be based substantially upon the personal knowledge of the complainant and signed by the person filing the complaint. No action will be taken on any complaint which is filed later than three (3) years after a violation of the Code of Ethics is alleged to have occurred.

Upon receipt of the complaint, the City Council, and/or the City Manager shall provide it to the City Attorney who shall promptly review the information and determine whether the complaint, on its face, alleges facts that, if true, would substantiate a violation of the Code of Ethics and shall report back to the Council in writing. The City Council at its next regular meeting, shall review the City Attorney's report and make a determination as to whether or not the Council shall refer the allegation(s) to a Hearings Examiner designated by the Council to conduct an investigation.

If so referred, the Hearings Examiner shall conduct an investigation of the complaint and prepare written findings and conclusions within sixty 60 days of the date the complaint was received by the City unless an extension is granted by the Council. The Councilmember accused of the ethics violation shall have the right to review any and all information obtained as a result of the investigation and shall have the right to respond in writing to the complaint which information shall be reviewed and taken into consideration by the Hearings Examiner.

Upon completion of the investigation, the Hearings Examiner shall issue an advisory report to the Council for its consideration as well as to the City Manager and City Attorney. The report shall set forth findings and conclusions demonstrating whether or not, based on a preponderance of the evidence, the councilmember has violated the Code of Ethics.

Within 5 (five) business days of the receipt of the report, the City Manager shall provide copies of the report via certified mail to the complaining party and to the Councilmember against whom the complaint was filed at their last known addresses.

Within fifteen (15) business days of the receipt of the report, the Council (excluding the accused Councilmember) shall convene to review the alleged violation and the report and take action. Action may include the following: 1.) dismissal of the complaint on the basis that no violation of the Code of Ethics has occurred; or 2.) remand to the Hearings Examiner to obtain additional information in order for the Council to decide whether a violation has occurred; or 3.) a determination that by a preponderance of the evidence, a violation of the Code of Ethics has occurred in which case the Council shall adopt written findings, conclusions and appropriate sanctions as forth herein.

Adoption of the findings, conclusions and sanction(s) by the City Council shall be by majority vote; provided that the Councilmember accused of the violation shall not vote on any matter involving that member; and provided further that in the event the Mayor is accused of the violation, the Mayor Pro Tempore shall act in the Mayor's stead.

Within 5 (five) business days thereafter, the City Manager shall provide copies of the Council's findings, conclusions and sanction(s) via certified mail to the complaining party and to the Councilmember against whom the complaint was filed at their last known addresses. No final disposition of the matter will be implemented for a period of 10 (ten) days to allow the Councilmember against whom the complaint was filed to request a review of the Council's decision. Such a request shall be submitted to the City Manager in writing and shall state the reasons for their objections and request a review of the action taken. The Council shall review the action taken in light of the findings and conclusions and request for review and may take whatever further action, if any, appears appropriate under the circumstances. The action of the Council shall be final and not subject to further review or appeal except as may otherwise be provided by law.

Action by Council may take any of the following sanctions:

1. Admonition. An admonition shall be verbal non-public statement made by the Mayor to the member.

2. Reprimand. A reprimand shall be administered to the Councilmember by letter. The letter shall be prepared by the City Council and shall be signed by the Mayor.

3. Censure. A censure shall be a written statement administered personally to the member. The individual shall appear at a time and place directed by the City Council to receive the censure. It shall be given publicly, and the member shall not make any statement in support of or in opposition thereto or in mitigation thereof. A censure shall be deemed administered at the time it is scheduled whether or not the member appears as required.

4. Other sanctions. Any sanction imposed under this Code of Ethics is in addition to and not in lieu of any other penalty, sanction or remedy which may be imposed or sought according to law or equity, including, but not limited to:

(a) Declaration of vacancy by City Council pursuant to Charter Sections 2.02 or 2.06.
(b) Voiding of a contract entered into in violation of Charter Section 11.07 (Personal Interest)
(c) Forfeiture of office for violation of Charter Section 11.07 (Personal Interest)
(d) Civil penalties of $500 and possible forfeiture of office pursuant to RCW 42.23.050.
(e) Removal or recall from office pursuant to state law.
(f) Removal from leadership positions, boards and commissions and other official positions or duties that do not conflict with Washington statutes.
(g) Initiation of appropriate civil actions against any person member who violates this Code.
(h) Injunctive relief to ensure that violation of this Code or of other provisions of law cease and desist.

C:\C\Procedure 100-36 Ethics Policy

CITY OF Vancouver WASHINGTON

MEMORANDUM

DATE: December 8, 2025

TO: Mayor and Council

FROM: Aaron Lande, Policy and Program Manager

RE: **Clark County Transportation Alliance 2026 Policy Statement**

For more than two decades, the Clark County Transportation Alliance (CCTA) has developed and presented an annual policy statement on transportation priorities in and around southwest Washington. A strong, united voice increases the chances that our region will receive funding for critical transportation projects, which we need to keep our residents, freight, commerce, guests, and economy moving safely and efficiently.

Last year, the policy statement received 65+ endorsements demonstrating broad-based support from a variety of sectors in our region from both banks of the Columbia River. The City of Vancouver is being asked to endorse the 2026 policy statement.

The 2026 policy statement includes six projects of particular importance to the City of Vancouver:

- Support for the I-5 bridge replacement and influence area improvements.
- Fruit Valley Freight Access and Safety Improvement ($130 million): planning, engineering, environmental review, and construction for new north-south freight arterial.
- MacArthur between N Blandford and S Lieser ($50 million): corridor improvements including multi-modal path, roundabouts at key intersections, and traffic safety enhancements.
- SR-500/Fourth Plain/SR-503 ($25 million): initial intersection improvement to address congestion hot spot.
- I-205/SR-500 to Padden Expressway ($70 million): add auxiliary lanes to address congestion hotspot.
- Public Transit ($10 million): help fund construction of C-TRAN's 9-mile extension of the Fourth Plain BRT line enhancing multimodal connections across Vancouver.

CLARK COUNTY TRANSPORTATION ALLIANCE

2026 Policy Statement

[ENDORSEMENT LOGOS]

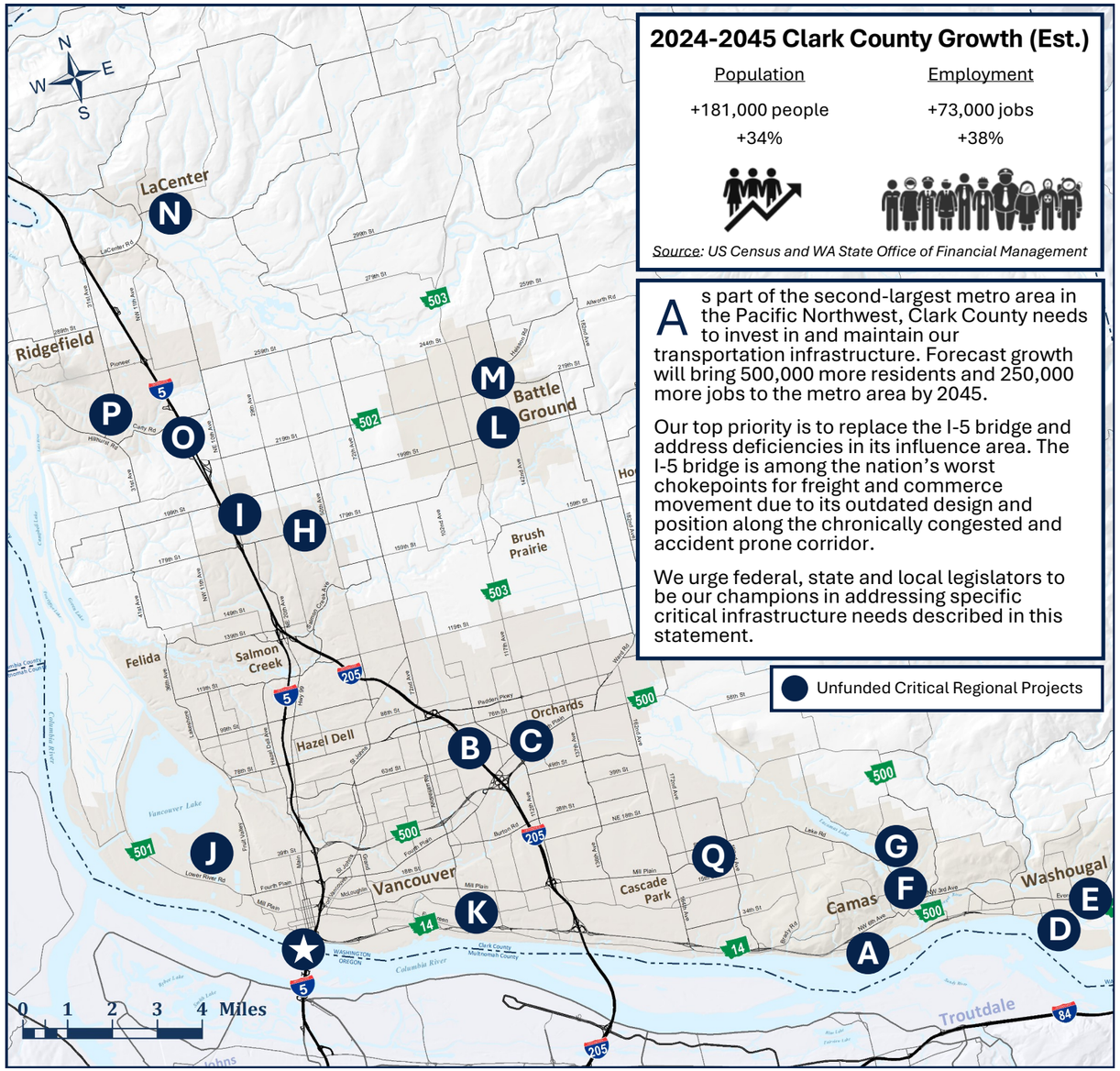
DRAFT

Supporting Organizations

[ENDORSEMENT LIST]

CLARK COUNTY TRANSPORTATION ALLIANCE

2026 Policy Statement



2024-2045 Clark County Growth (Est.)

Population	Employment
+181,000 people	+73,000 jobs
+34%	+38%

Source: US Census and WA State Office of Financial Management

As part of the second-largest metro area in the Pacific Northwest, Clark County needs to invest in and maintain our transportation infrastructure. Forecast growth will bring 500,000 more residents and 250,000 more jobs to the metro area by 2045.

Our top priority is to replace the I-5 bridge and address deficiencies in its influence area. The I-5 bridge is among the nation's worst chokepoints for freight and commerce movement due to its outdated design and position along the chronically congested and accident prone corridor.

We urge federal, state and local legislators to be our champions in addressing specific critical infrastructure needs described in this statement.

Unfunded Critical Regional Projects

A CALL TO FURTHER ACTION

I-5 Bridge Replacement and Influence Area Improvements

Challenge: *The I-5 bridge spans are functionally obsolete, seismically vulnerable and require outsized maintenance investments to remain operational. A bi-state approach focused on practical solutions to improve mobility through the I-5 corridor will deliver needed multi-modal infrastructure congruent with the I-5 Corridor Strategic Plan (2002).*

Action #1

Support Timely I-5 Bridge Replacement: We fully support replacement of the I-5 bridges and related corridor improvements:

- Supplemental EIS: support timely completion of studies, reports and permit applications.
- Bi-state legislative consensus: drive toward regional consensus for a long-term multi-modal solution.
- Funding commitments: deliver balanced project funding by providing additional federal grants, commitments from both states and local contributions.



109-year-old I-5 Bridge

Freight and Commerce Challenge

Washington and Oregon are among the top freight-dependent states in the US. Yet we are hampered by two of the nation's worst freight and commerce chokepoints just six miles apart (ATRI, 2025) requiring bi-state coordination: **I-5 Bridge across the Columbia River** (#31) and **I-5 at I-84 Rose Quarter** (#27). These are the two worst chokepoints in the Pacific Northwest.

Regional Preservation & Operations Needs

Challenge: *Within Clark County, deferred preservation due to persistent underfunding threatens the state highway system. Nearly 50% of state highways are overdue for major work, including Clark County's rough road section of I-5 south. To begin to catch up statewide: $500-$600M is needed next biennium and $2-$3B over the next 10 years. (WSDOT, 2024)*

Action #2

Pursue Consistent Funding to Advance State of Good Repair: Make significant investments to reduce the funding gap for preserving existing bridge and pavement assets. Consider new, stable funding models (e.g. road-usage charge) and updates to local options and authorities. And work with competitive grant program administrators to align policies with funding needs and cost structures.

Fund Operations: Dedicate additional maintenance, planning and traffic operations funds for critical urban areas (SR-14, SR-500, I-5 and I-205) to optimize safety and mobility on our existing system.

Target Zero and Safety Program Enhancements

Challenge: *Inaction annually costs Washingtonians $18.1B inclusive of medical care, emergency services, market productivity and related expenses. (WSDOT, 2024)*

Action #3

We fully support high impact investment of state and federal resources to stem the tide of fatal and serious injury crashes on state and local roadways.

Prioritize grant and program enhancements for:

- Safe Routes to Schools, Complete Streets and Active Transportation programs.
- Public awareness programs deployed by local agencies and the Washington Traffic Safety Commission.
- Expand resources and tools/technologies to achieve state Target Zero goals.
- Leverage federal Safe Streets & Roads For All planning and implementation grants.

Facilitating Transportation Mobility, Economic Growth and Equity

We urge legislators to embrace the following priorities where possible:

- Support Lower Columbia River deepwater shipping channel for the next 20-years, through the USACE's channel maintenance plan, including funding for confined aquatic structures in the first 10 years of the program.
- Fund regionally significant freight mobility improvements for river, road and rail for Ports, as well as track improvements for the county-owned Chelatchie Prairie Railroad.
- Stabilize statewide programs including the Public Works Trust Fund, CERB, FMSIB, TIB and FRAP, and protect Tax Increment Financing (TIF).
- Support broadband infrastructure to disperse economic opportunity.
- Actively embrace smart technologies to support conversion of public and private fleets to alternative fuels where practical.
- Support evaluation of transportation investments to help ensure equity and climate goals.
- Place high priority on long-range land-use and strategic transportation corridor planning to serve steadily rising population and commerce forecasts, including a third corridor across the Columbia River once a Record of Decision is issued for the I-5 bridge replacement program.



Chronically-congested SR-500/Fourth Plain/SR-503 intersection

CATALYTIC REGIONAL PROJECTS AND NEEDS

Challenge: *To support community development, population and economic growth, and urban vibrancy, our communities have a growing list of transportation and infrastructure priorities totaling $740M.*

Action #4

Fund Regionally Catalytic Projects to Address Immediate Needs: Secure funding for priorities that reduce congestion hotspots, improve safety and deliver multi-modal investments. Each project has been vetted through the regional planning process.



60-year-old West Camas Slough Bridge

	PROJECT NAME	PROJECT DESCRIPTION	~ COST	LEAD AGENCY
A	**SR-14 – West Camas Slough Bridge Improvements**	Add multimodal capacity and increase earthquake resilience; cost estimate updated considering site and risk details, market increases and inflation.	$130M	WSDOT
B	**I-205/SR-500 to Padden Pkwy**	Add auxiliary lanes to address congestion hotspot (Note: scoping study underway to update cost estimate).	$70M	WSDOT
C	**SR-500/Fourth Plain/ SR-503**	Initial intersection improvement to address congestion hot spot.	$25M	WSDOT
D	**Washougal 32nd St Rail Underpass**	A total of $71.6M is committed or pending, including local match dollars, to eliminate at-grade rail-crossing, improving safety, community connectivity and economic opportunity.	$97.5M	City of Washougal
E	**Washougal River Rd Safety Improvements**	Install dual roundabouts on Washougal River Road at 18th/O St and Shepherd Rd to improve safety and accommodate future growth.	$6M	City of Washougal
F	**SR-500/Everett St — Lacamas Lake Bridge**	Install new Lacamas Lake Bridge and landings above the floodplain with multimodal capacity.	$16M	City of Camas
G	**SR-500/Everett St — NE 35th Ave to NE 43rd Ave**	Improve SR-500 to multi-modal urban arterial standards supporting new economic development opportunities.	$17M	City of Camas
H	**179th St from NE 15th Ave to NE 50th Ave**	Improve roadway to multi-modal arterial standards supporting expanded capacity and economic development opportunities.	$76.6M	Clark County
I	**NE 15th Ave from 179th St to NE 10th Ave**	Add arterial connection to increase capacity in conjunction with 179th/I-5 interchange upgrade.	$21.8M	Clark County
J	**Fruit Valley Freight Access and Safety Improvements**	Planning, engineering, environmental review and construction for new north-south freight arterial.	$130M	City of Vancouver
K	**MacArthur between N Blandford and S Lieser**	Corridor improvements including multi-modal paths, roundabouts at key intersections and traffic safety enhancements.	$50M	City of Vancouver
L	**Eaton Blvd from SW 20th Ave to SR-503**	Improve roadway to urban arterial standards and improve traffic safety.	$11M	City of Battle Ground
M	**Downtown Revitalization and Circulation Project**	Construction for the downtown circulation and revitalization project plan including focus on alternative transportation options.	$19.5M	City of Battle Ground
N	**Pacific Hwy Shared Use Path**	Complete pathway connection between downtown and northeast communities.	$1.05M	City of La Center
O	**Ridgefield/I-5 S Connector/I-5 to Hillhurst Rd**	Add western ramp access at I-5 and arterial street extension to Hillhurst Rd.	$40M	City of Ridgefield
P	**Royle Road — South Phase; S 19th St to Hillhurst Rd**	Improve roadway, multimodal improvements, remove fish barrier, resiliency for water and sewer extensions.	$20M	City of Ridgefield
Q	**Public Transit**	Help fund construction of C-TRAN's 9-mile extension of the Fourth Plain Bus Rapid Transit (BRT) line enhancing multimodal connections across Vancouver.	$10M	C-TRAN