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 1, 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 1, 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 1, 2025. Instructions will be provided on-site. Register to testify online. Online registration is open until 12:00 p.m. on December 1, 2025.

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

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

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

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

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

Boards and Commissions Discussion
(Approximately 45 minutes)

Lisa Brandl, Deputy City Manager, Joy Fowler, Equity and Inclusion Program Director, lisa.brandl@cityofvancouver.us, Joy.Fowler@cityofvancouver.us

Comprehensive Plan Update
(Approximately 1 hour and 15 minutes, to immediately follow the previous workshop)

Rebecca Kennedy, Deputy Community Development Director, Meredith Herbst, Planner, rebecca.kennedy@cityofvancouver.us, meredith.herbst@cityofvancouver.us

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

Regular Council Meeting

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

Pledge of Allegiance

Call to Order and Roll Call

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. Construction Acceptance and Release of Retainage — 2025 Rose Village Curb Ramps Project – ITB: 25-13

Staff Report: 233-25

Request: On Monday, December 1, 2025, accept the 2025 Rose Village Curb Ramps project as constructed by NW Construction General Contractors Inc., of Battle Ground, Washington, and authorize the release of retainage, subject to receipt of all documentation required by law.

Ryan Knox, Senior Civil Engineer, ryan.knox@cityofvancouver.us

2. Award of Job Order Contracting (JOC) Services for General Construction Contracts

Staff Report: 234-25

Request: On Monday, December 1, 2025, authorize the City Manager, or designee, to execute two (2) JOC Services for General Construction contracts with Halbert Construction Services LLC of Vancouver, WA, and SDB Contracting Services of Hillsboro, OR, as they are the two highest scored proposers. Each contract will have an initial period of two (2) years with the option to renew for one (1) additional year and a not-to- exceed value of $3,000,000 per year. Also, authorize the City Manager, or designee, to amend these contracts as needed and to amend the value up to 10% of the not-to-exceed value for the life of the contract.

Anna Vogel, Procurement Manager, anna.vogel@cityofvancouver.us

3. Approval of 2026 City Council Meeting Schedule

Staff Report: 235-25

Request: On Monday, December 1, 2025:

1. Hold in abeyance the requirements of City Council Policy 100-32, section 5.1., Meeting Schedule, pending the conclusion of the construction of City Council chambers.
2. Approve either Option 1 or Option 2 for the 2026 annual Vancouver City Council meeting schedule and return with any necessary updates, if needed, to policy 100-32, section 10.11, Community Forum, at a later date.

Lisa Brandl, Deputy City Manager, Tatyana Willburn, Executive Assistant to the City Manager and Administrative Supervisor, lisa.brandl@cityofvancouver.us, tatyana.willburn@cityofvancouver.us

4. 2026 Public, Educational and Government (PEG) Grant Awards

A RESOLUTION relating to cable television and to the award of Public, Educational and Governmental ("PEG") capital contribution funds to The Vancouver Educational Telecommunications Consortium ("TV ETC") and Clark Vancouver Television ("CVTV") respectively, the designated educational and government access providers for the City of Vancouver.

Staff Report: 236-25

Request: On Monday, December 1, 2025, adopt a resolution, under the terms of the interlocal agreement between the City of Vancouver and Clark County, awarding PEG Capital Support Funds of $338,350.12 to TV ETC and $225,688 to CVTV.

Kerry Peck, Administrative Assistant, Kerry.Peck@cityofvancouver.us

5. Approval of Vancouver Housing Authority Bond for Battle Ground Portfolio

A RESOLUTION providing approval, solely for purposes of section 147(f) of the Internal Revenue Code, of the issuance of revenue obligations by the Housing Authority of the City of Vancouver in the principal amount of not to exceed $20,500,000, to finance the acquisition, construction and/or renovation of three multifamily housing projects to provide housing for low-income persons.

Staff Report: 237-25

Request: On Monday, December 1, 2025, finalize and approve the resolution indicating the City's approval of the issuance of the bond for the project.

Samantha Whitley, Housing Programs Manager, Kimberly Kerlee, Senior Support Specialist, samantha.whitley@cityofvancouver.us, kimberly.kerlee@cityofvancouver.us

6. 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 1, 2025, advance the ordinance amending Title 14 of the Vancouver Municipal Code on first reading, setting the date for the second reading and public hearing for December 8, 2025.

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

7. 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 1, 2025, approve the ordinance on first reading, setting the date of second reading and public hearing for December 8, 2025.

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

8. Approval of Claim Vouchers

Request: Approve claim vouchers for December 1, 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. Continued Resolution Allowing Housing Related Comprehensive Plan and Zoning Map and Text Changes

A RESOLUTION relating to the continued temporary suspension of Comprehensive Plan and zoning code map and text change proposals under Vancouver Municipal Code Chapter 20.285, except those related to housing production.

Staff Report: 240-25

Request: On Monday, December 1, 2025, approve the attached updated resolution continuing to limit Comprehensive Plan and zoning code map and text changes, except those related to housing production, until completion of the periodic update of the Comprehensive Plan and zoning code.

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

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

58th Street Rezone Re-Application

Comprehensive Plan Update - Continued

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

Boards & Commissions Discussion

Lisa Brandl
Deputy City Manager
City Manager's Office

Joy Fowler
Equity and Inclusion Director
Office of Equity and Inclusion

December 1, 2025

OUR VALUES

Collaborative

Inclusive

Innovative

Compassionate

Empowered

Agenda

- Boards & Commissions Recruitment Experience
- Discussion/Questions
- Close

Summary of Council feedback on recruitment experience



Alignment

- Alignment needed between Council subcommittee and Boards and Commissions Liaison/Staff



Communication

- High use of email to communicate with limited interaction, resulted in frustration



Process

- Large documents caused the process to feel cumbersome and appear less technologically savvy

Discussion



Process improvement

Questions to consider

1. What changes or improvements do you believe are necessary to enhance the Boards and Commission candidate selection process?
2. What tools and resources could be provided to support the candidate recruitment and selection process?
3. How can we support the relationship between the Council Sub-committee and Board/Commission liaison/staff during the recruitment process?
4. May we/I come to City Council prior to each recruitment phase to (a.) outline the process; (b.) identify barriers; (c.) address questions prior to kick off?
5. Further questions for staff to consider

Thank You



OUR VANCOUVER

OUR FUTURE 2045

Comprehensive Plan Update
City Council Workshop

Rebecca Kennedy (she/her), Deputy Director, Community Development

December 1, 2025

Agenda

- **Review**
  - ➡ Key Drivers and Priorities
  - ➡ Getting to a Preferred Alternative
  - ➡ Council and Commission Feedback
- **Preferred Alternative – Second Draft**
  - ➡ Changes from First Draft
  - ➡ Map and example areas
- **Next Steps**
- **Discussion**

Key Drivers / Priorities

- **A Changing Landscape** – Rising housing costs, climate change, evolving transportation needs, community safety and economic shifts require a new approach.
- **Economic & Employment Trends** – Continued remote work, desire for jobs closer to home, access to family wage jobs, shifts in commerce and support for small businesses.
- **Growing Community**– Transition from suburban to urban; moving from sprawl to compact, connected neighborhoods where daily needs can be met within a 15-minute walk.
- **Opportunity for All**– Address disparities in outcomes and provide equal access to housing, jobs, parks, schools, healthcare and services for all community members.
- **Climate Action** – Net-zero emissions by 2040; adapt to heat, wildfire smoke, and flooding through compact, connected growth and resilient infrastructure.
- **Legal & Policy Requirements** – Room for 38,000+ new units by 2045 in range of income bands, allow new housing types in all neighborhoods, integrate climate and equity into Comprehensive Planning.

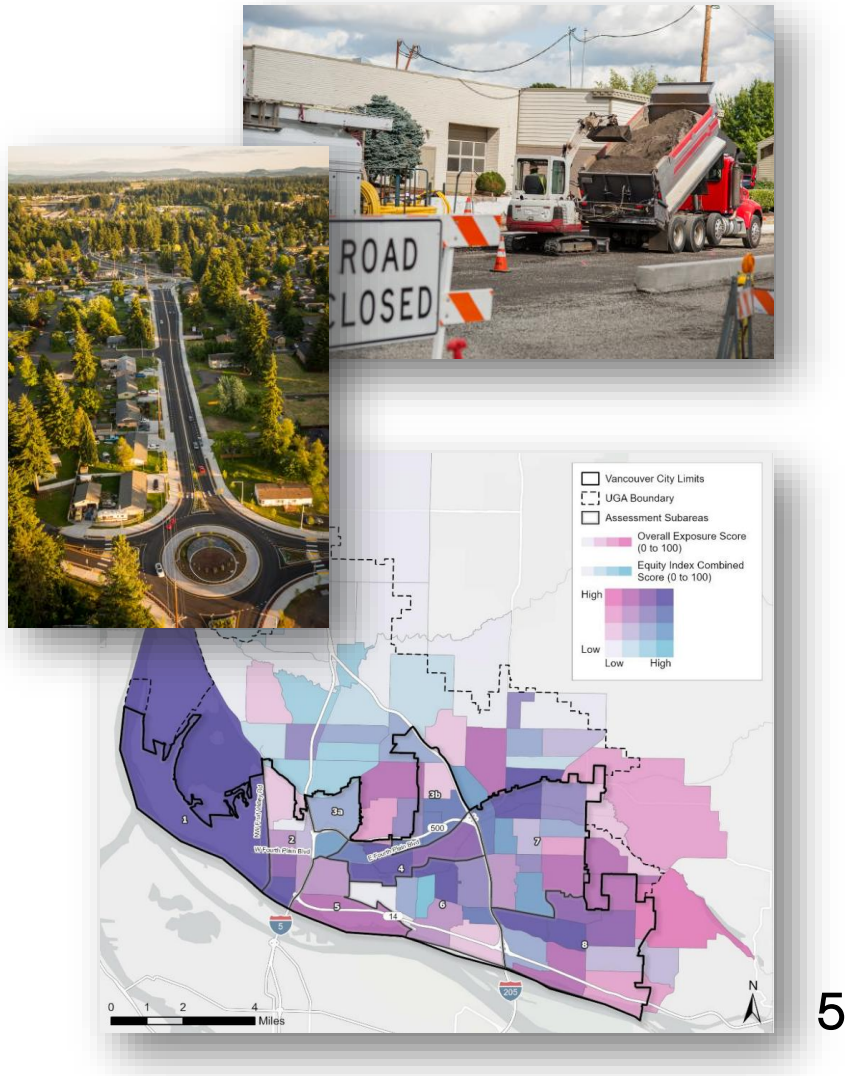
Getting to a Preferred Alternative

- **DEIS Comments**: Incorporate comments and requests that are consistent with Council policy direction.
- **Centers & Corridors:** Move from broad rules to location-specific analysis
- **Schools:** Ensure growth does not worsen school-specific capacity issues.
- **Tree Canopy:** Identify areas with significant mature tree canopy.
- **Parks & Community Services:** Prioritize additional housing capacity near parks and schools.
- **Industrial Employment Lands:** Carefully manage employment land.



Getting to a Preferred Alternative (continued)

- **Service Deserts:** Use the Connected & Accessible Neighborhoods map to locate areas without access to essential services.
- **Reducing VMT & Emissions:** Prioritize land use strategies and mixes that reduce trip length and support different trip types.
- **Public Facilities and Services:** leverage existing infrastructure and areas planned for capital upgrades in the future.
- **Transportation:** leverage existing and planned transportation investments to locate growth near upgraded, multimodal facilities.
- **Health and Climate Vulnerability:** target more intense development in areas with low health and climate vulnerability.



Applying the Framework

- **DEIS Comments**
  - Updated map to reflect comments received through the DEIS on specific parcels and areas, where aligned with policy goals
- **Review of 49 centers and corridors- move from broad rules to location specific analysis**
  - Avoided downzoning of developed areas
  - Review specific areas & neighborhoods individually for access, presence of parks and schools, lots size, and proximity to Pedestrian, Bike & Small Mobility and Enhanced Transit modal networks
  - Implementation of the Manufactured Home Park zoning district
  - Cleaned up map to reflect all undevelopable stormwater facilities as natural areas
- **Prioritized housing near parks and schools**
  - Medium scale neighborhood around all parks and schools unless they are a higher density
- **Employment Lands**
  - Maintained light industrial areas that currently exist today
- **Service deserts and VMT/Emissions**
  - Medium scale neighborhood or higher in areas with concentrations of existing essential services – i.e., high opportunity areas- which also allow for shorter trips and different trip types
- **Tree Canopy**
  - With some exceptions, low scale neighborhood is applied to areas with significant concentrations of privately owned tree canopy

Council and Planning Commission Feedback

November 10 CC Feedback

- Zone for higher densities on major corridors even when sound walls / impediments to development present
- Increase Medium Scale depth around parks and schools
- Clarify for public that zoning isn't the only regulations that apply to any given parcel- utility easements, deed restrictions also impact development potential
- Look closely at areas currently zoned for Office/Commercial/Industrial (OCI) to see if housing is compatible

November 18 PC Feedback

- Echoed zoning for higher densities on major corridors even due to impediments
- Echoed increasing Medium Scale depth around parks and schools
- More Mixed Use instead of Industrial/ Employment along east Fourth Plain
- Zone Rose Village as Medium Scale
- Concerns that Low Scale for tree canopy could create inequalities
- Consider assets just outside city limits, like parks and commercial services

Changes / Clarifications Since Nov. 10 Draft

- Southern portion of Section 30 changed to Institutional Campus to reflect new district most closely aligned with large site master plans and/or development agreements in place (HP, Pac Trust)
- Columbia Tech Center changed to Institutional Campus
- Columbia Business Center changed to Regional Activity Center (with heavy industrial overlay)
- Historic Reserve still institutional campus, adding historic overlay that includes existing Historic Reserve, Officers Row and Education/Recreation conservation districts
- Fruit Valley- recommend very little change; zoning updates will follow action planning process that is underway as part of holistic / coordinated implementation
- Major corridors medium scale neighborhood or higher
- Areas with concentrations of parks and schools increased to medium scale
- Existing OCI zoned areas with existing development more compatible with housing than industrial uses changed from Industrial/Employment to Mixed Use

New Zoning Districts

Low-Scale Neighborhood




Mixed-Use Neighborhood




Institutional/Campus




Medium-Scale Neighborhood




Regional Activity Center




Industrial/Employment




Manufactured Home



Parks

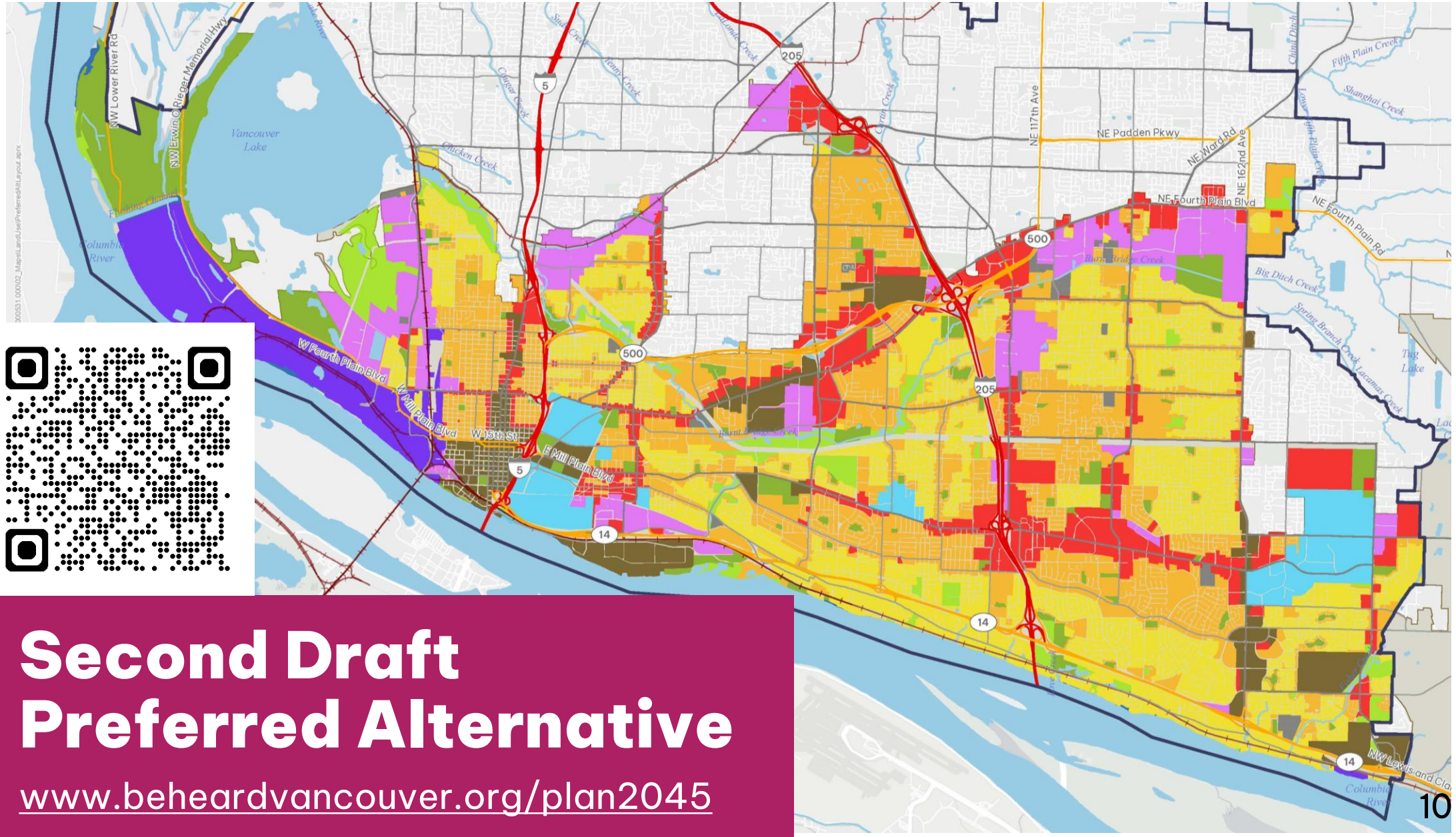


Natural Areas



Heavy Industrial

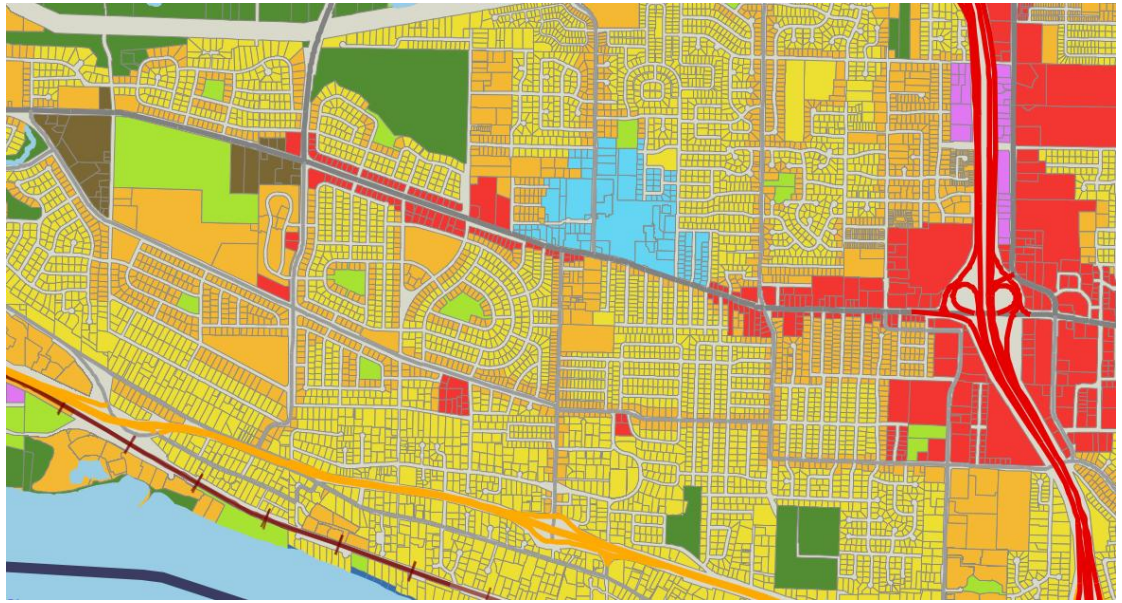




Second Draft Preferred Alternative

www.beheardvancouver.org/plan2045

MacArthur / Mill Plain



First Draft



Second Draft

Manufactured Home

Low-Scale

Medium-Scale

Mixed-Use

Regional Activity Center

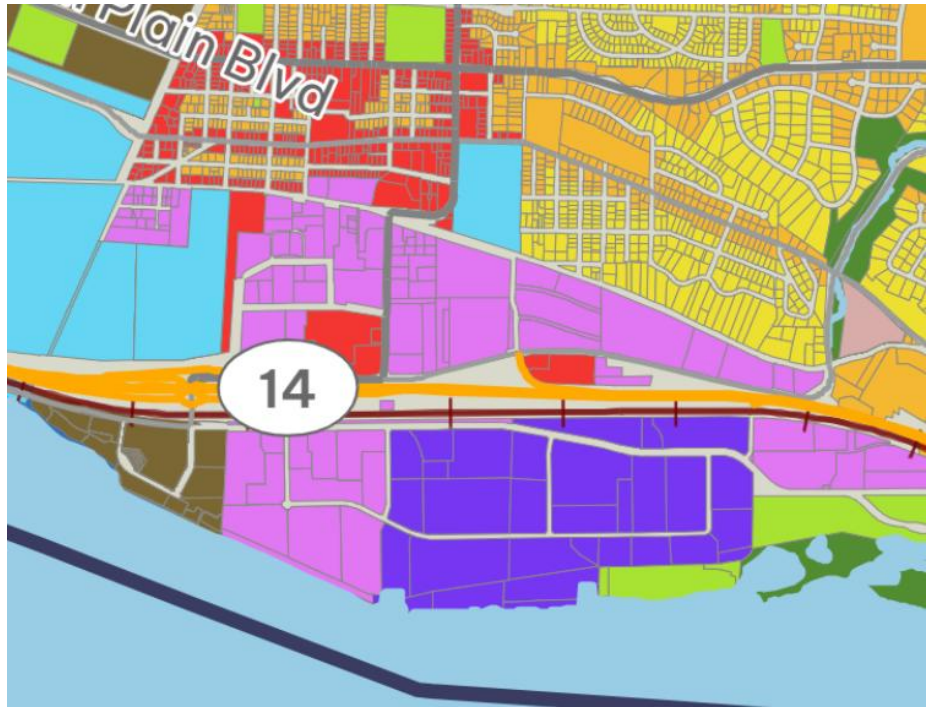
Institutional/ Campus

Industrial/ Employment

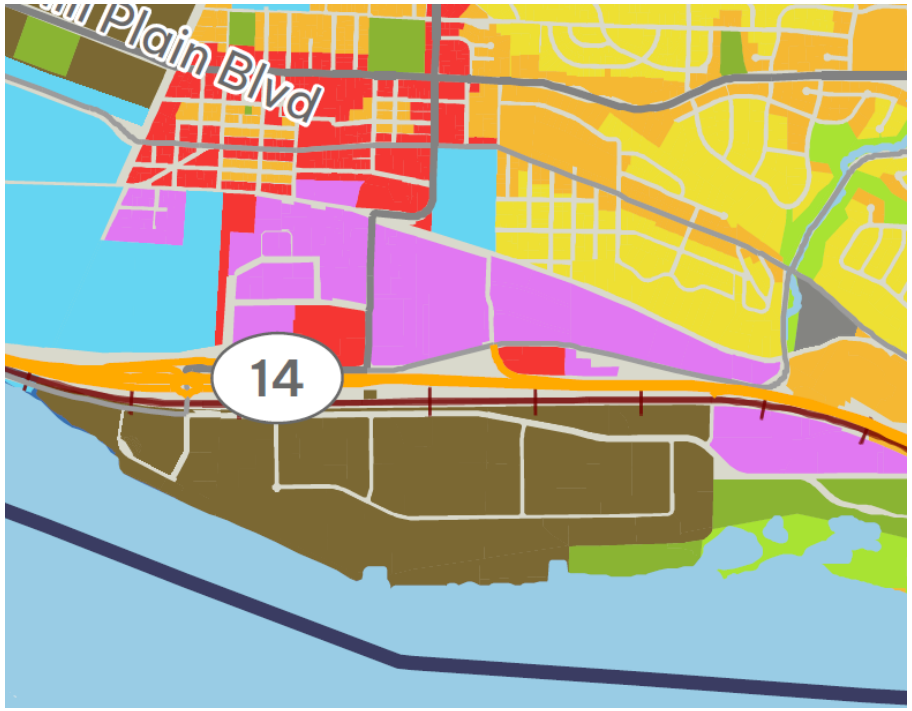
Heavy Industrial

Parks + Natural Areas

Columbia Business Center



First Draft



Second Draft

Manufactured Home

Low-Scale

Medium-Scale

Mixed-Use

Regional Activity Center

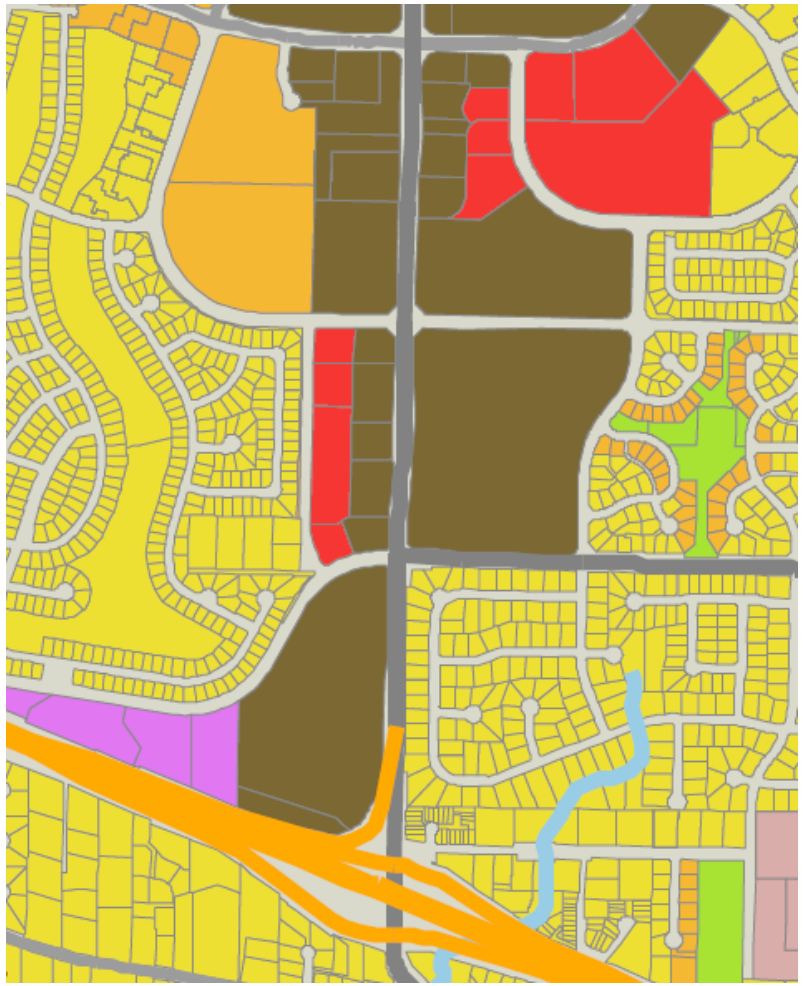
Institutional/ Campus

Industrial/ Employment

Heavy Industrial

Parks + Natural Areas

Fishers Landing



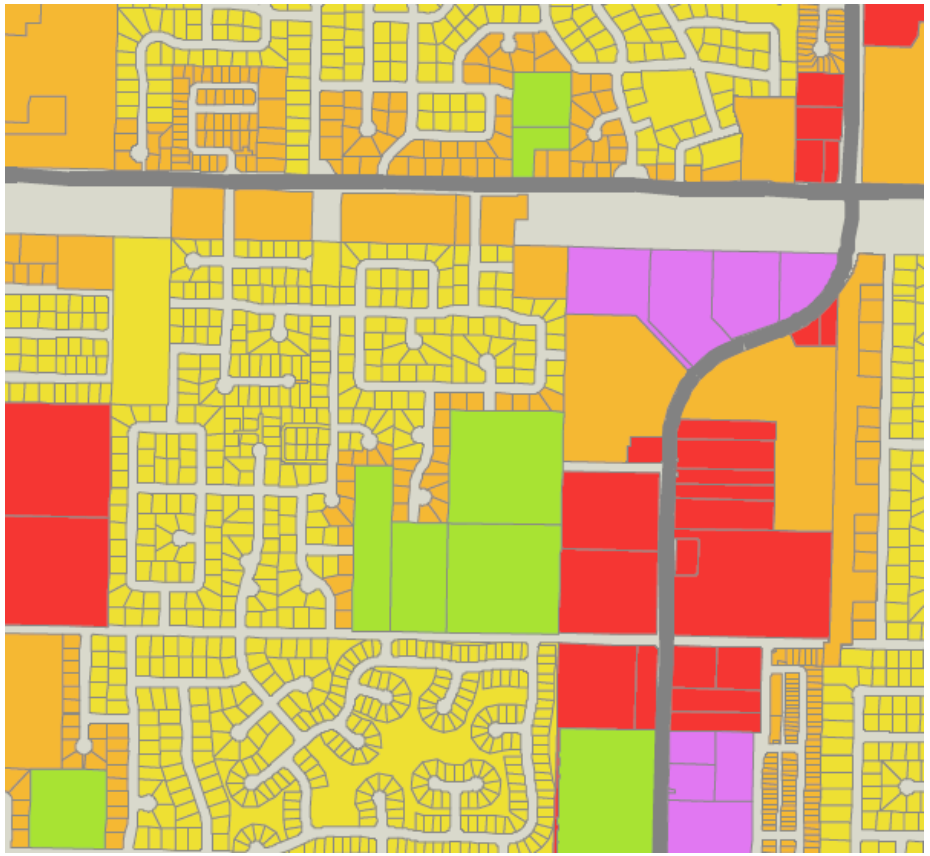
First Draft



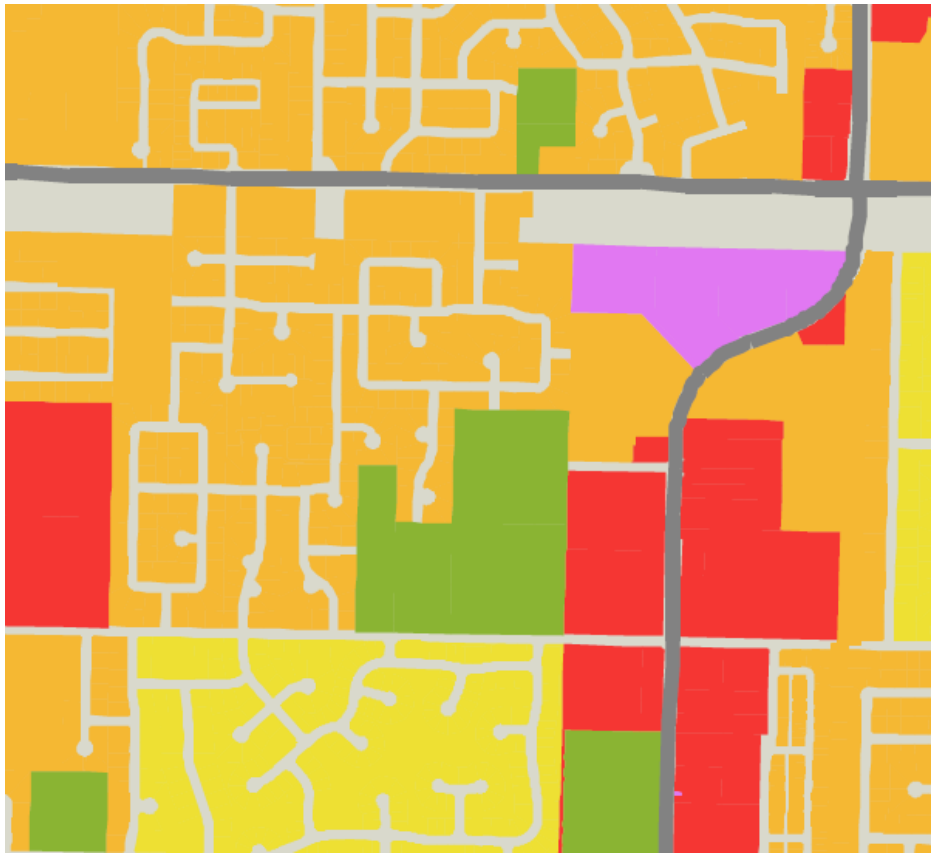
Second Draft

- Manufactured Home
- Low-Scale
- Medium-Scale
- Mixed-Use
- Regional Activity Center
- Institutional/ Campus
- Industrial/ Employment
- Heavy Industrial
- Parks + Natural Areas

Fircrest



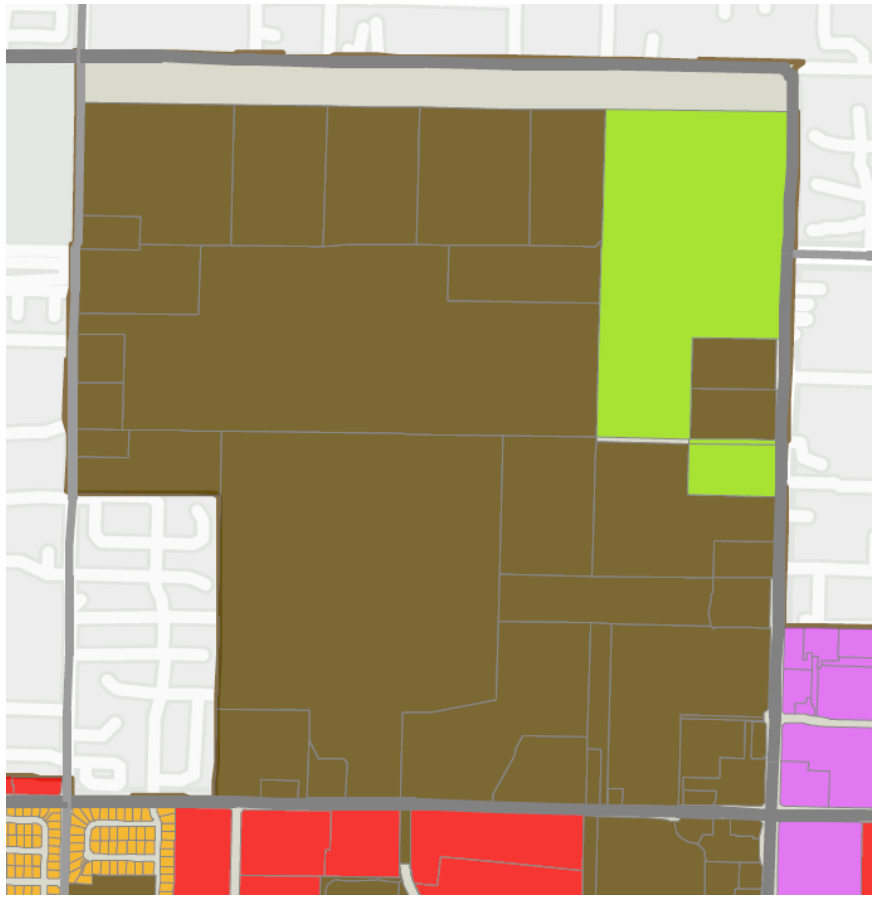
First Draft



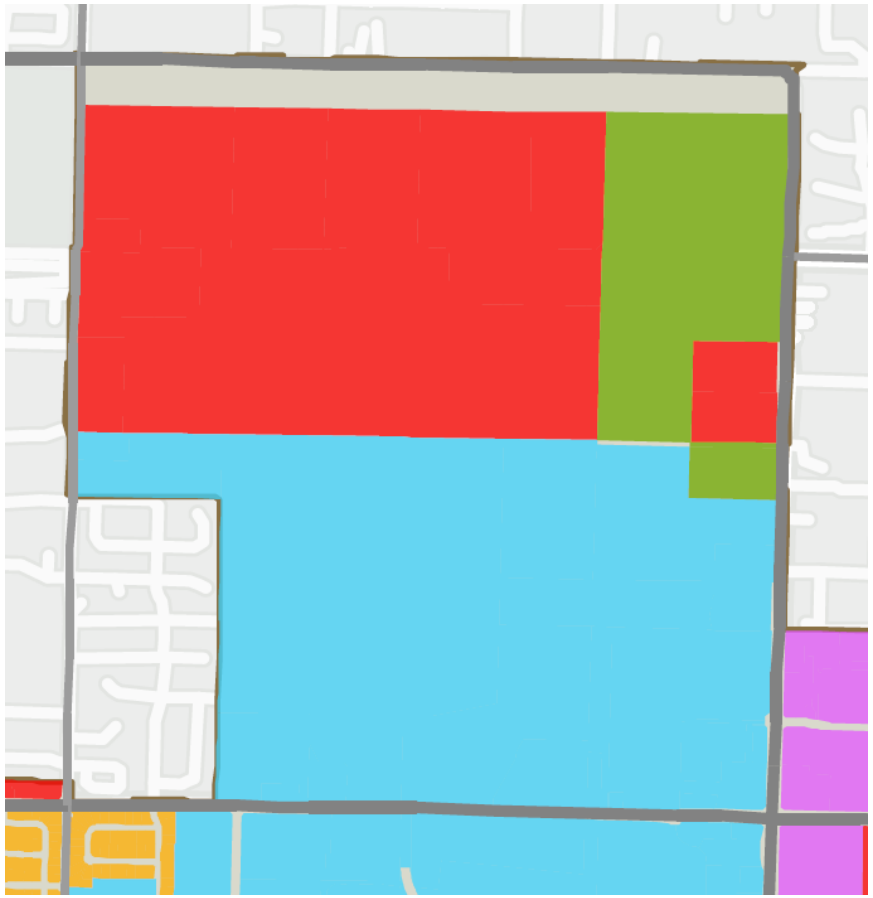
Second Draft

- Manufactured Home
- Low-Scale
- Medium-Scale
- Mixed-Use
- Regional Activity Center
- Institutional/ Campus
- Industrial/ Employment
- Heavy Industrial
- Parks + Natural Areas

Section 30



First Draft



Second Draft

Manufactured Home

Low-Scale

Medium-Scale

Mixed-Use

Regional Activity Center

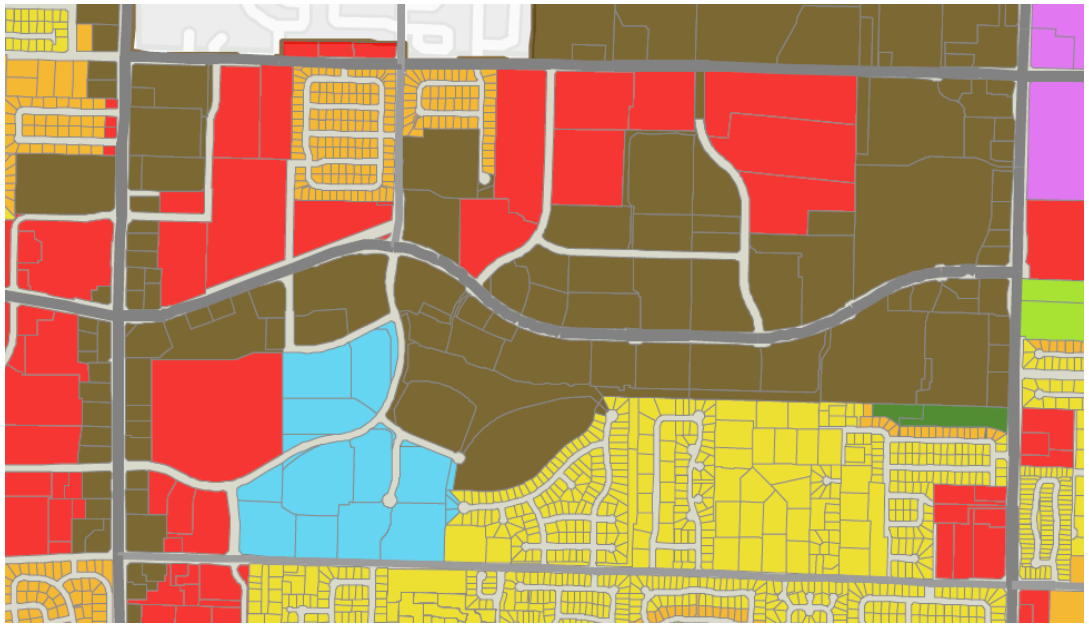
Institutional/ Campus

Industrial/ Employment

Heavy Industrial

Parks + Natural Areas

Columbia Tech Center



First Draft



Second Draft

Manufactured Home

Low-Scale

Medium-Scale

Mixed-Use

Regional Activity Center

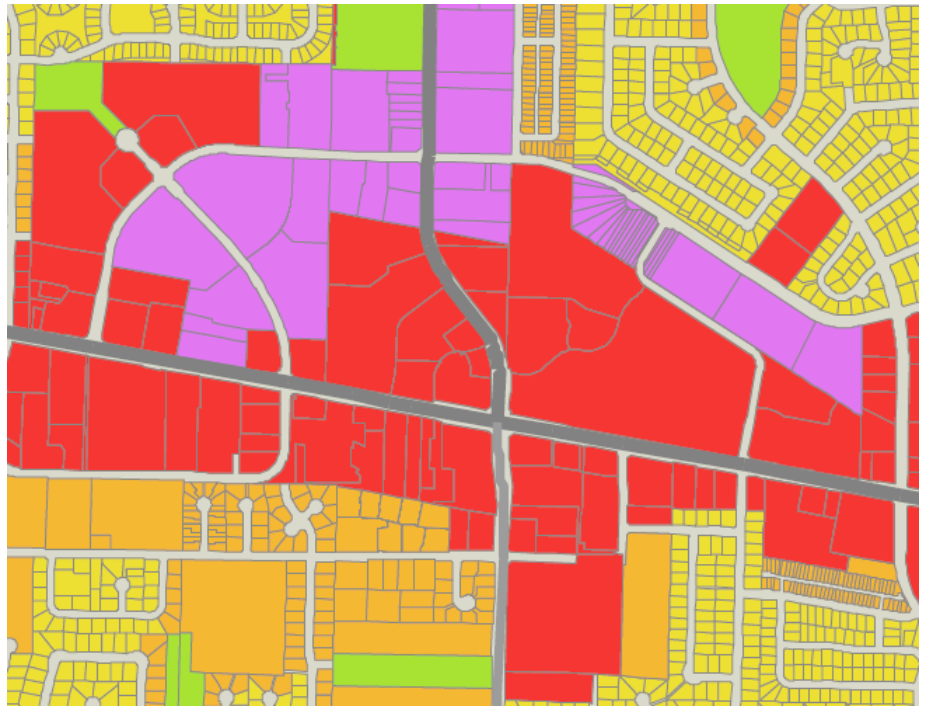
Institutional/ Campus

Industrial/ Employment

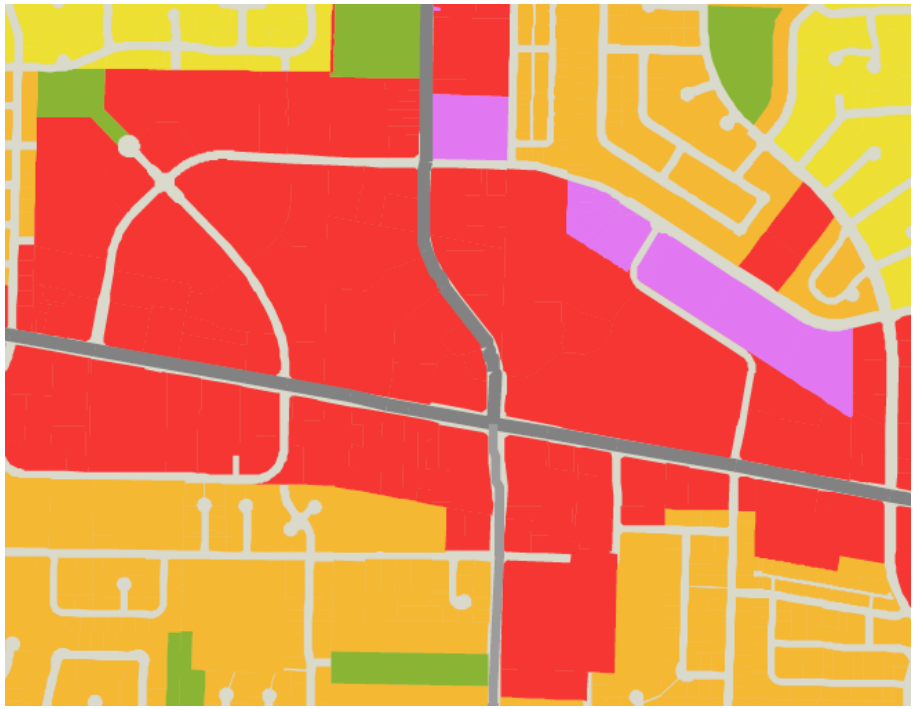
Heavy Industrial

Parks + Natural Areas

136th and Mill Plain



First Draft



Second Draft

Manufactured Home

Low-Scale

Medium-Scale

Mixed-Use

Regional Activity Center

Institutional/ Campus

Industrial/ Employment

Heavy Industrial

Parks + Natural Areas

Next Steps

- **Preferred Alternative**
  - ➡ Council endorsement of Preferred Land Use Alternative via resolution - currently scheduled for Dec. 15, 2025
- **Early 2026**
  - ➡ Draft Plan and Code
    - Workshops with Council and Planning Commission on draft chapters and additional code details
    - Public comment period on plan and code
    - Update and refine plan and code based on community, Council, Planning Commission, other board, commission, and technical staff feedback; simultaneous Department of Commerce review
  - ➡ Initiate Adoption Process
    - Supported by Final Environmental Impact Statement (Final EIS)

Learn More

- Explore preferred alternative on updated online map.
- Sign-up for emails to be notified of plan and code comment period.

Thank you & Discussion

www.beheardvancouver.org/plan2045

OurVancouver2045@cityofvancouver.us

CITY OF Vancouver WASHINGTON

MEMORANDUM

DATE: December 1, 2025

TO: Vancouver City Council

FROM: Lon Pluckhahn, City Manager

RE: **OUR VANCOUVER – Preferred Land Use Alternative Second Draft**

CC: Rebecca Kennedy, Deputy Director, Community Development Department

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Intent
The purpose of this workshop is to get feedback from City Council on the second draft of the Preferred Land Use Alternative map for the Comprehensive Plan Update, in advance of Council consideration of a Final Preferred Alternative at a planned December 15, 2025 hearing. The second draft of the Preferred Alternative map is attached and can also be viewed using the online interactive map.

This workshop:

- Reviews the process of creating the Preferred Alternative map,
- Describes the second draft of the Preferred Alternative map, and
- Notes next steps for completing the Comprehensive Plan and Development Code update.

Background
The City of Vancouver's Comprehensive Plan provides the overall long-term vision and policy direction to manage the built and natural environment in Vancouver for the next 20 years and provide necessary public facilities to achieve that vision. The City adopted its first comprehensive plan under Washington's Growth Management Act in 1994 (Chapter 36.70A RCW), with a major re-write occurring in 2004, and a less substantive update occurring more recently in 2011. As demographic changes, market conditions, council priorities and other factors have shifted since 2011, it's necessary to re-imagine the existing growth strategy as part of the current Comprehensive Plan Periodic Review cycle.

A major piece of updating the comprehensive plan is updating the land use map for the city, called a zoning map. Zoning determines the types and scale of buildings allowed in different locations and the uses that can go in those buildings. It also identifies areas that will not be developed because they are reserved for parks and recreation, open space and natural areas, surface water management facilities or other ecological functions.

The project team has drafted a preferred alternative that responds to current needs and reflects the overall plan vision that was established for **OUR VANCOUVER** during the first phase of the project. The Council-endorsed community vision statement reads as follows:

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

Alternatives Process
Throughout 2024, the project team worked with the Council, Planning Commission, community members and technical experts to develop and analyze land use alternatives that responded to Council's policy priorities, complied with state law, and reflected a range of options for managing future growth. The action alternatives were created based on:

- Direction from Council,
- State requirements,
- Community input, including input during Phase 1 visioning and during community mapping activities in Spring 2024, and
- Analyses of existing and potential future conditions.

See September 16, 2024 City Council Workshop for details.

The two action alternatives and a No Action Alternative were then studied through the state-required environmental review process to understand how they could affect our community and environment. The alternatives and their potential impacts are described in an environmental report, called a draft environmental impact statement or Draft EIS.
See July 14, 2025 City Council Workshop for details.

The Draft EIS was then published for the public to review and comment on from July 8 to September 8, 2025. Over 400 comments were submitted. Responses to comments will be published in the Final EIS, expected in Spring 2026. Feedback from the Draft EIS comment period highlighted both broad support for more compact, connected growth and concerns about neighborhood impacts, service capacity, and livability.
See September 15, 2025 City Council Workshop for details.

Drafting the Preferred Alternative
To begin drafting a preferred alternative, staff developed the framework listed below. See September 15, 2025 City Council Workshop for details.

- **DEIS Comments:** Incorporate comments and requests that are consistent with Council policy direction.
- **Centers & Corridors:** Move from broad rules to location-specific analysis
- **Schools:** Ensure growth does not worsen school-specific capacity issues.
- **Tree Canopy:** Identify areas with significant mature tree canopy.

- **Parks & Community Services:** Prioritize additional housing capacity near parks and schools.
- **Industrial Employment Lands:** Carefully manage employment land.
- **Service Deserts:** Use the Connected & Accessible Neighborhoods map to locate areas without access to essential services.
- **Reducing VMT & Emissions:** Prioritize land use strategies and mixes that reduce trip length and support different trip types.
- **Public Facilities and Services:** Leverage existing infrastructure and areas planned for capital upgrades in the future.
- **Transportation:** Leverage existing and planned transportation investments to locate growth near upgraded, multimodal facilities.
- **Health and Climate Vulnerability:** Target more intense development in areas with low health and climate vulnerability.

Using this framework, staff then created and shared the first draft of the Preferred Alternative during workshops with City Council on November 10, 2025 and with Planning Commission on November 18, 2025. Based on the feedback received and remaining items from the framework, staff updated the draft Preferred Alternative map, creating the second draft (Attachment 1).

Preferred Alternative - Second Draft

The updated draft of the Preferred Alternative map (Attachment 1 and also available via an online interactive map) incorporates Council and Planning Commission feedback and new information as follows:

- Columbia Business Center changed from Heavy Industrial to Regional Activity Center (RAC) based on additional information provided by the property owner. Note that this area will still be covered by a Heavy Industrial overlay until a master plan is approved.
- Columbia Tech Center and PacTrust property in Section 30 changed from a mix of Mixed-Use Neighborhood and Regional Activity Center to Institutional/Campus zoning.
- HP Inc. Master Planned areas in Section 30 changed from a mix of Regional Activity Center and Mixed Use Neighborhood to Institutional/Campus zoning.
- All major corridors are zoned for Medium Scale Neighborhood or higher.
- Areas with concentrations of parks and schools zoned for Medium Scale Neighborhood.
- Areas with current Office Commercial Industrial (OCI) zoning and with existing development that is more compatible with housing than industrial uses changed from Industrial/Employment to Mixed Use Neighborhood.

See Attachment 2 or the online interactive map for more information on new zoning districts.

Next Steps
Following Council feedback and discussion today, staff will refine the current draft and produce a Final Preferred Alternative for Council endorsement via resolution. Endorsement is currently scheduled for the Council's December 15, 2025 meeting.

Following Council's endorsement of the Preferred Alternative map, next steps for 2026 are:

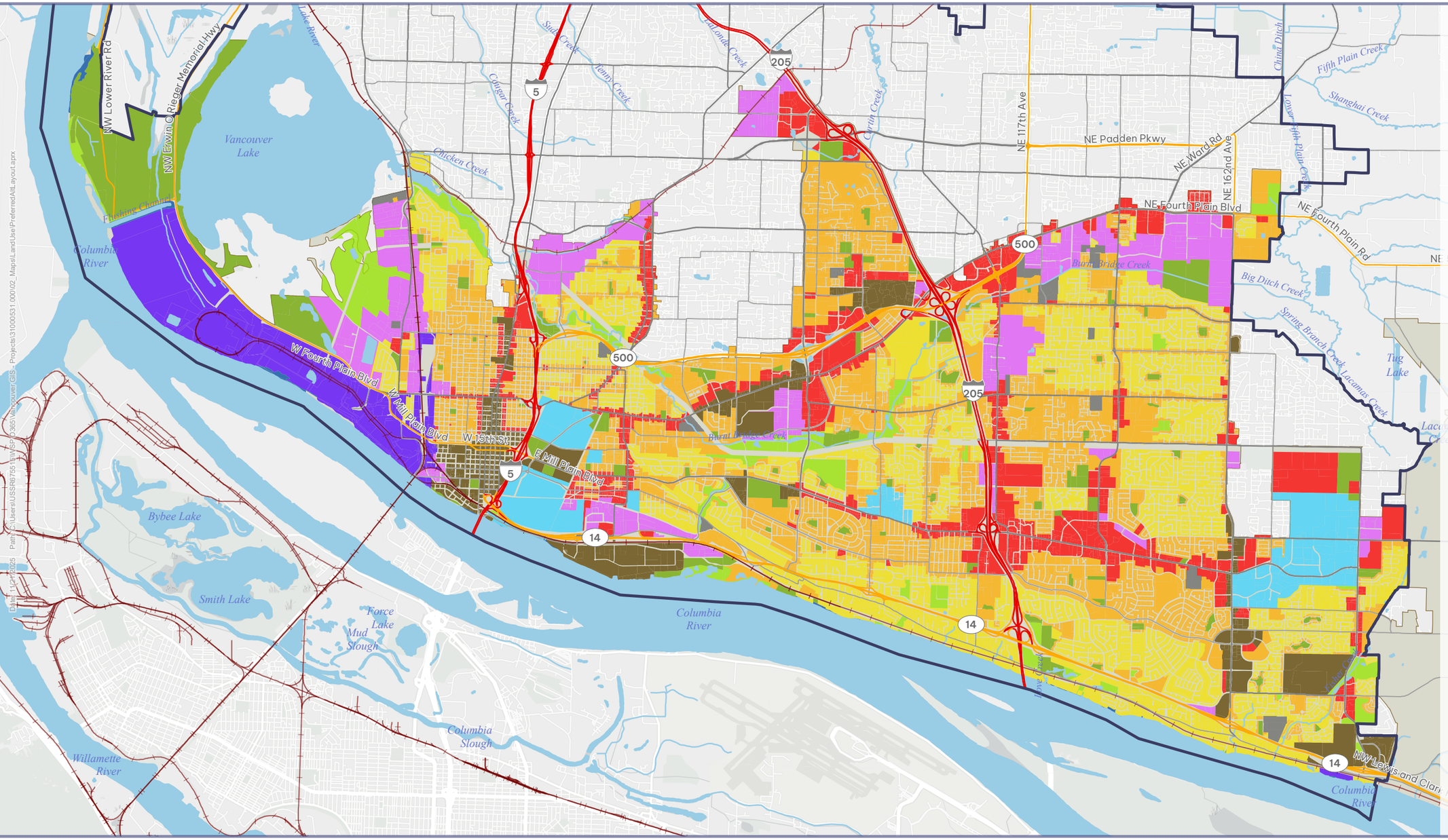
- Workshops on the draft plan and code with City Council and Planning Commission.
- Release draft plan and code for public comment.
- Update and finalize plan, map, and code.
- Initiate adoption process, supported by a Final Environmental Impact Statement (Final EIS).

Staff Contact
- Rebecca Kennedy (she/her), Deputy Director, Community Development
  Rebecca.Kennedy@cityofvancouver.us

Attachments
- Attachment 1: Preferred Alternative Map – Second Draft
- Attachment 2: Preferred Alternative Map Legend – New Zoning Districts

Draft Preferred Alternative

Draft as of November 21, 2025



Source: City of Vancouver, Clark County

Preferred Alternative Map Legend – New Zoning Districts




Manufactured Home

- Protection of existing manufactured housing to retain long-term affordability and prevent displacement of existing residents

---




Low-Scale Neighborhood

- Allows up to 6 housing units per parcel and building heights of up to 3 stories (maximum of 45 feet tall).




Medium-Scale Neighborhood

- Allows a broad range of housing types and building heights of 2 to 5 stories (maximum of 75 feet tall), and civic/institutional buildings and some neighborhood commercial.




Mixed-Use Neighborhood

- Allows a broad range of housing, commercial, and civic/institutional use types, with building heights of 3 to 8 stories (maximum of 110 feet tall).




Regional Activity Center

- Allows opportunities for economic, entertainment, civic, and denser housing needs, with minimum building heights of 3 stories and no maximum building heights.





Institutional / Campus

- Includes lands that support academic, civic, medical buildings, commercial uses, denser housing types, and large site phased developments.





Industrial / Employment

- Includes lands with large-scale, single-tenant industrial, warehouse and flex space buildings, and smaller, multi-tenant industrial buildings up to 12 stories (maximum of 150 feet tall). No new housing allowed.



Heavy Industrial

- Includes lands that are currently zoned for heavy industrial uses, such as manufacturing and production. No new housing allowed.



Parks

- Lands currently zoned as public community and neighborhood parks.



Natural Areas

- Includes lands currently zoned for greenways and natural areas.

OUR VANCOUVER

OUR FUTURE 2045

Comprehensive Plan Update
City Council Workshop

Rebecca Kennedy (she/her), Deputy Director, Community Development

December 1, 2025

Agenda

- **Review**
  - ➡ Key Drivers and Priorities
  - ➡ Getting to a Preferred Alternative
  - ➡ Council and Commission Feedback
- **Preferred Alternative – Second Draft**
  - ➡ Changes from First Draft
  - ➡ Map and example areas
- **Next Steps**
- **Discussion**

Key Drivers / Priorities

- **A Changing Landscape** – Rising housing costs, climate change, evolving transportation needs, community safety and economic shifts require a new approach.
- **Economic & Employment Trends** – Continued remote work, desire for jobs closer to home, access to family wage jobs, shifts in commerce and support for small businesses.
- **Growing Community**– Transition from suburban to urban; moving from sprawl to compact, connected neighborhoods where daily needs can be met within a 15-minute walk.
- **Opportunity for All**– Address disparities in outcomes and provide equal access to housing, jobs, parks, schools, healthcare and services for all community members.
- **Climate Action** – Net-zero emissions by 2040; adapt to heat, wildfire smoke, and flooding through compact, connected growth and resilient infrastructure.
- **Legal & Policy Requirements** – Room for 38,000+ new units by 2045 in range of income bands, allow new housing types in all neighborhoods, integrate climate and equity into Comprehensive Planning.

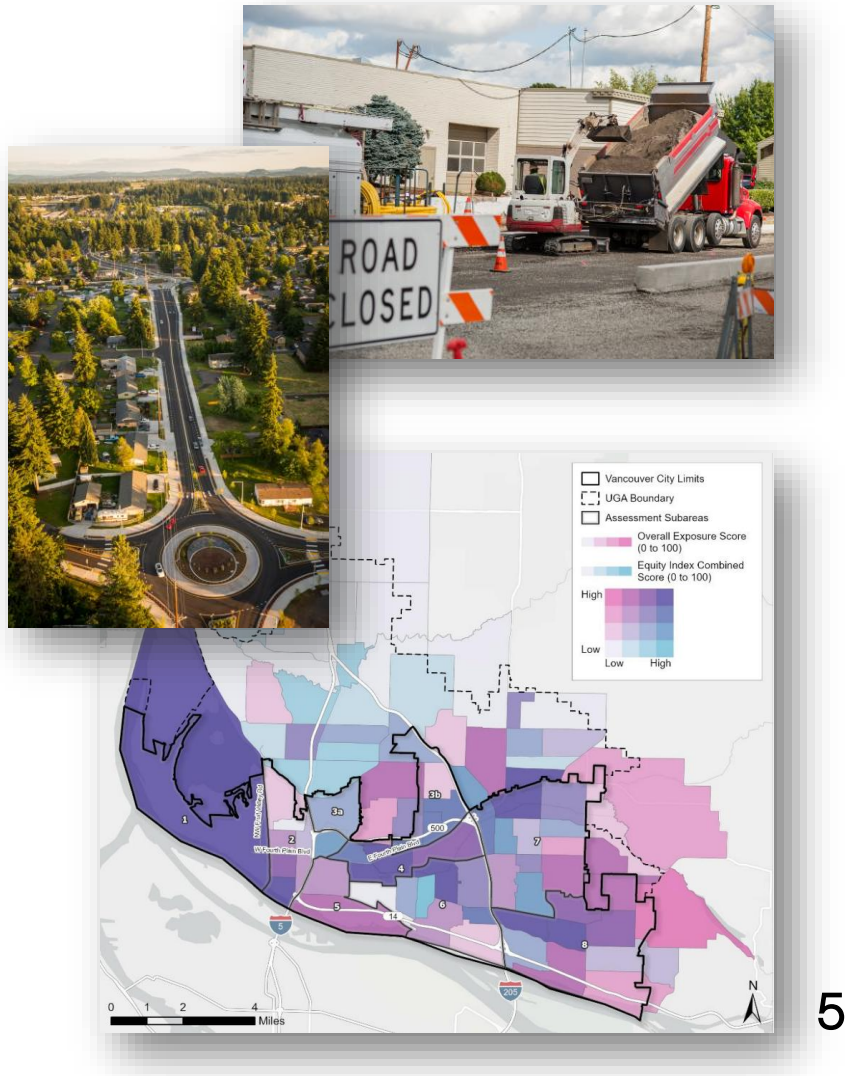
Getting to a Preferred Alternative

- **DEIS Comments**: Incorporate comments and requests that are consistent with Council policy direction.
- **Centers & Corridors:** Move from broad rules to location-specific analysis
- **Schools:** Ensure growth does not worsen school-specific capacity issues.
- **Tree Canopy:** Identify areas with significant mature tree canopy.
- **Parks & Community Services:** Prioritize additional housing capacity near parks and schools.
- **Industrial Employment Lands:** Carefully manage employment land.



Getting to a Preferred Alternative (continued)

- **Service Deserts:** Use the Connected & Accessible Neighborhoods map to locate areas without access to essential services.
- **Reducing VMT & Emissions:** Prioritize land use strategies and mixes that reduce trip length and support different trip types.
- **Public Facilities and Services:** leverage existing infrastructure and areas planned for capital upgrades in the future.
- **Transportation:** leverage existing and planned transportation investments to locate growth near upgraded, multimodal facilities.
- **Health and Climate Vulnerability:** target more intense development in areas with low health and climate vulnerability.



Applying the Framework

- **DEIS Comments**
  - Updated map to reflect comments received through the DEIS on specific parcels and areas, where aligned with policy goals
- **Review of 49 centers and corridors- move from broad rules to location specific analysis**
  - Avoided downzoning of developed areas
  - Review specific areas & neighborhoods individually for access, presence of parks and schools, lots size, and proximity to Pedestrian, Bike & Small Mobility and Enhanced Transit modal networks
  - Implementation of the Manufactured Home Park zoning district
  - Cleaned up map to reflect all undevelopable stormwater facilities as natural areas
- **Prioritized housing near parks and schools**
  - Medium scale neighborhood around all parks and schools unless they are a higher density
- **Employment Lands**
  - Maintained light industrial areas that currently exist today
- **Service deserts and VMT/Emissions**
  - Medium scale neighborhood or higher in areas with concentrations of existing essential services – i.e., high opportunity areas- which also allow for shorter trips and different trip types
- **Tree Canopy**
  - With some exceptions, low scale neighborhood is applied to areas with significant concentrations of privately owned tree canopy

Council and Planning Commission Feedback

November 10 CC Feedback

- Zone for higher densities on major corridors even when sound walls / impediments to development present
- Increase Medium Scale depth around parks and schools
- Clarify for public that zoning isn't the only regulations that apply to any given parcel- utility easements, deed restrictions also impact development potential
- Look closely at areas currently zoned for Office/Commercial/Industrial (OCI) to see if housing is compatible

November 18 PC Feedback

- Echoed zoning for higher densities on major corridors even due to impediments
- Echoed increasing Medium Scale depth around parks and schools
- More Mixed Use instead of Industrial/ Employment along east Fourth Plain
- Zone Rose Village as Medium Scale
- Concerns that Low Scale for tree canopy could create inequalities
- Consider assets just outside city limits, like parks and commercial services

Changes / Clarifications Since Nov. 10 Draft

- Southern portion of Section 30 changed to Institutional Campus to reflect new district most closely aligned with large site master plans and/or development agreements in place (HP, Pac Trust)
- Columbia Tech Center changed to Institutional Campus
- Columbia Business Center changed to Regional Activity Center (with heavy industrial overlay)
- Historic Reserve still institutional campus, adding historic overlay that includes existing Historic Reserve, Officers Row and Education/Recreation conservation districts
- Fruit Valley- recommend very little change; zoning updates will follow action planning process that is underway as part of holistic / coordinated implementation
- Major corridors medium scale neighborhood or higher
- Areas with concentrations of parks and schools increased to medium scale
- Existing OCI zoned areas with existing development more compatible with housing than industrial uses changed from Industrial/Employment to Mixed Use

New Zoning Districts

Low-Scale Neighborhood




Mixed-Use Neighborhood




Institutional/Campus




Medium-Scale Neighborhood




Regional Activity Center




Industrial/Employment




Manufactured Home



Parks

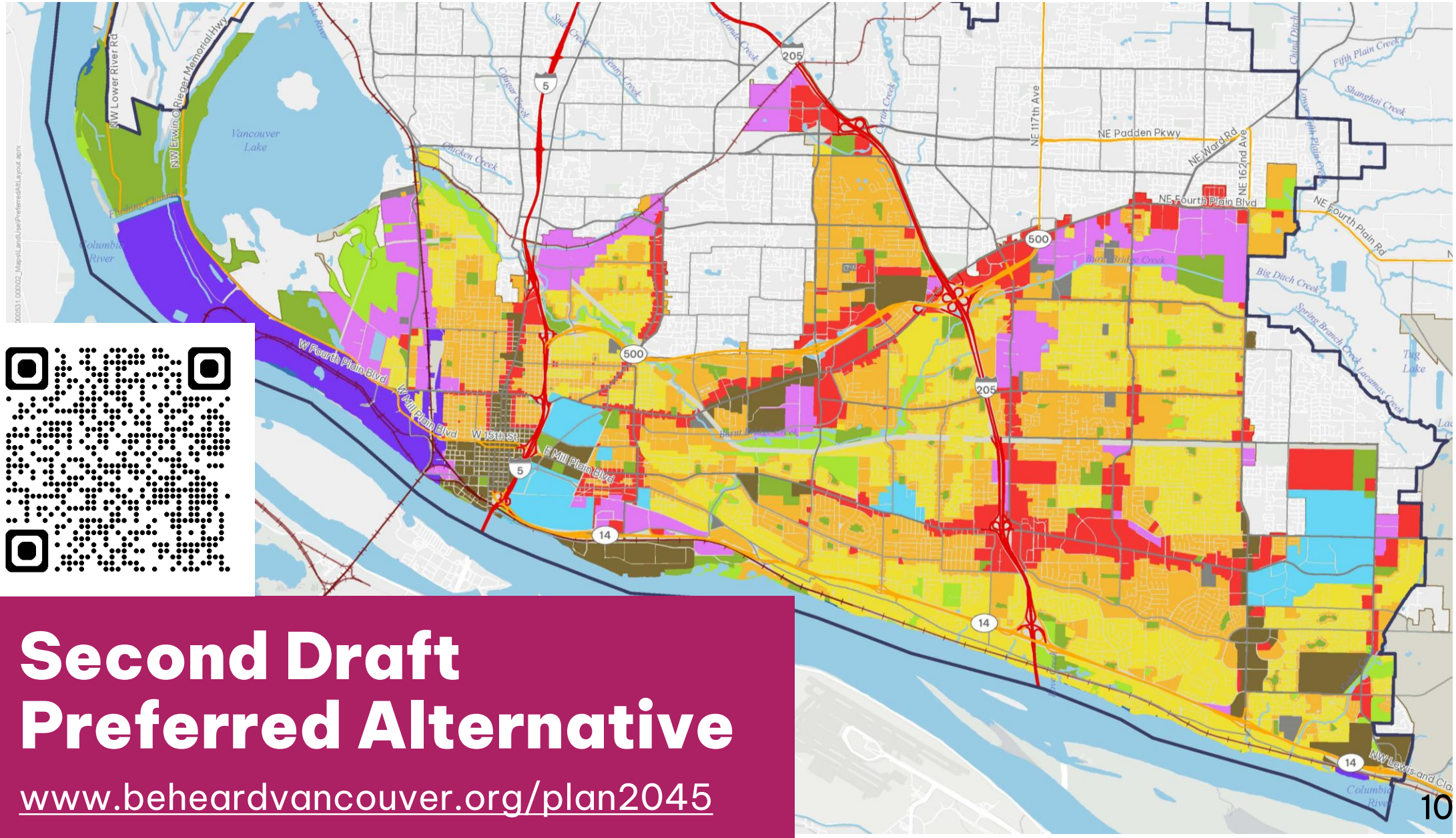


Natural Areas



Heavy Industrial

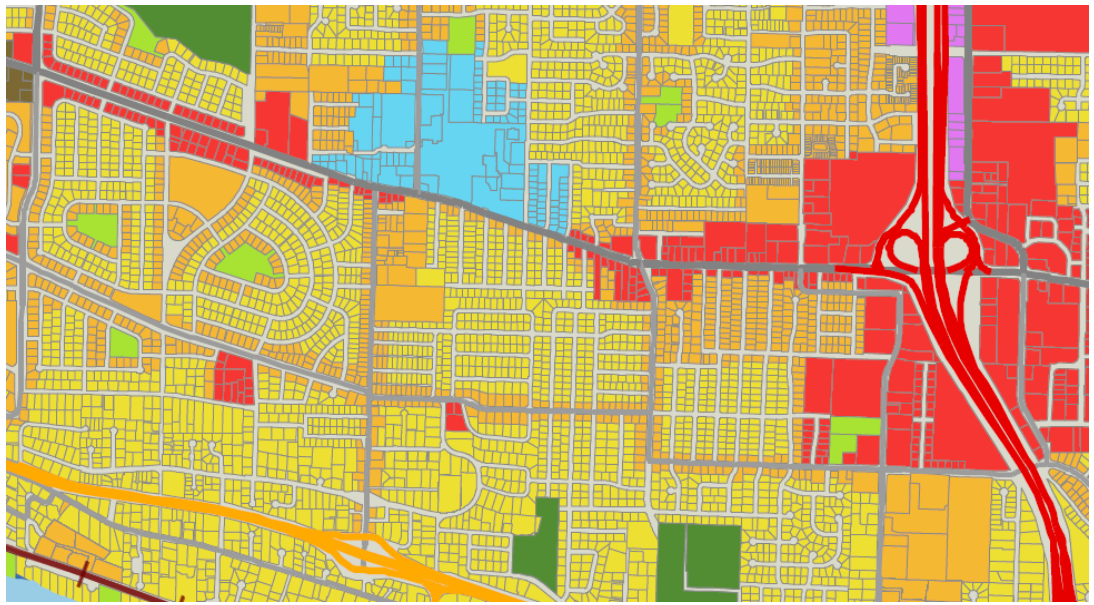




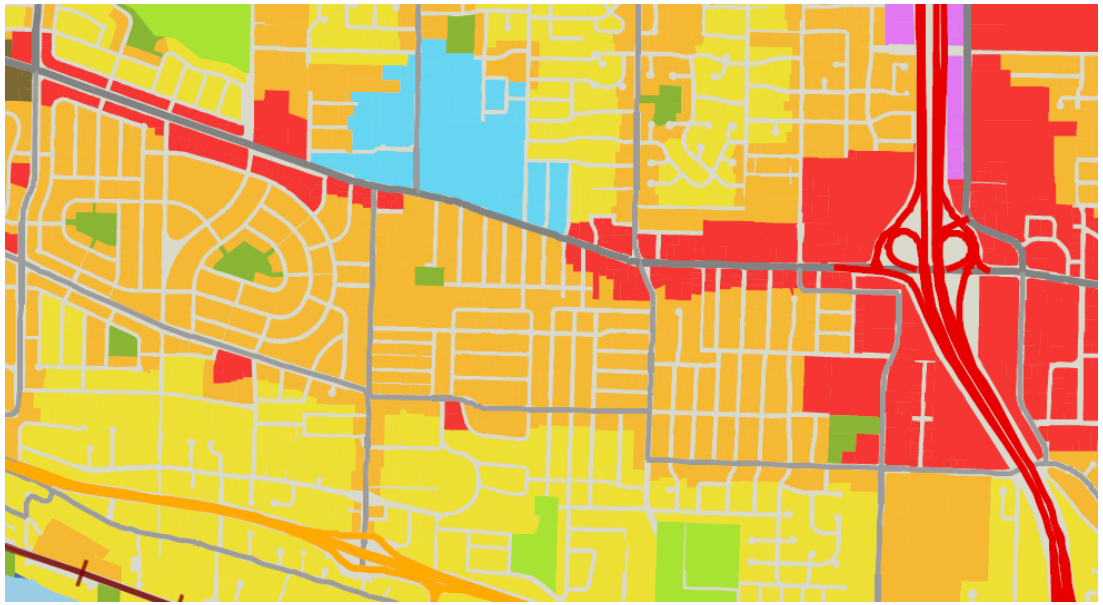
Second Draft Preferred Alternative

www.beheardvancouver.org/plan2045

MacArthur / Mill Plain



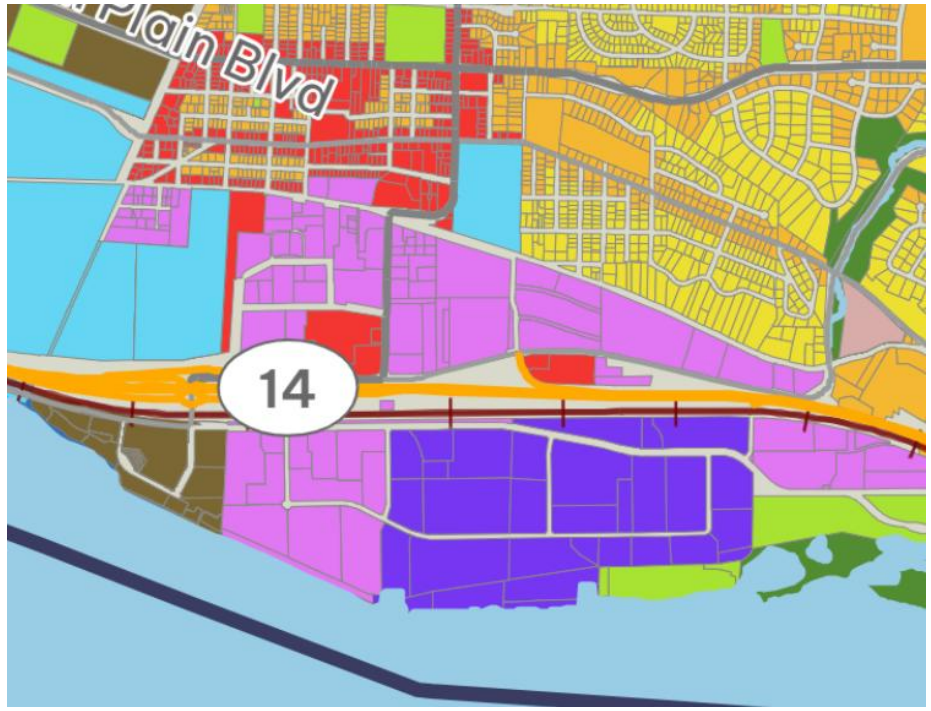
First Draft



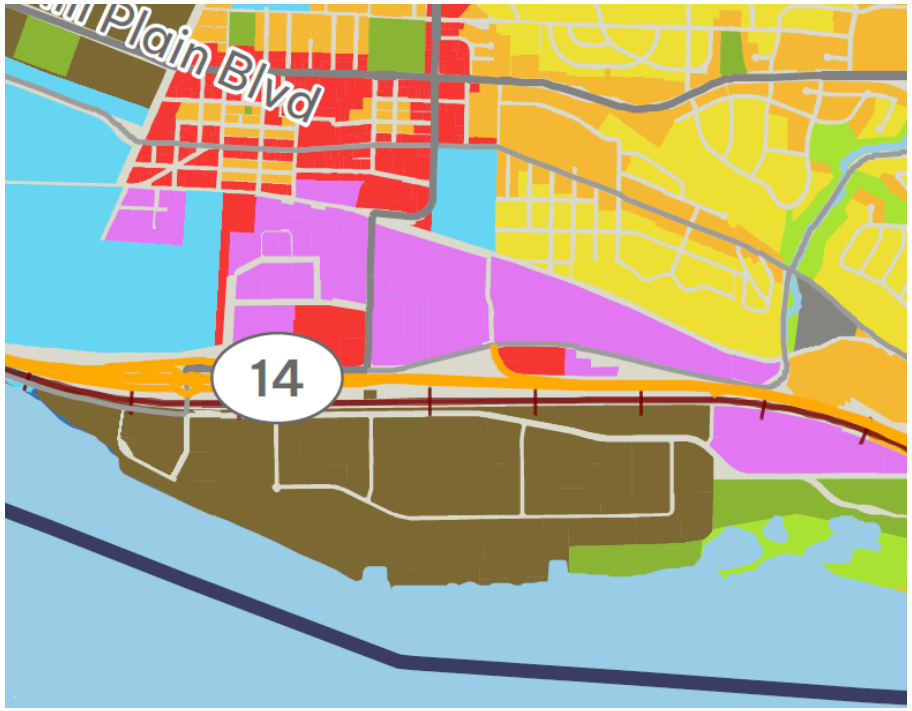
Second Draft

- Manufactured Home
- Low-Scale
- Medium-Scale
- Mixed-Use
- Regional Activity Center
- Institutional/ Campus
- Industrial/ Employment
- Heavy Industrial
- Parks + Natural Areas

Columbia Business Center



First Draft



Second Draft

Manufactured Home

Low-Scale

Medium-Scale

Mixed-Use

Regional Activity Center

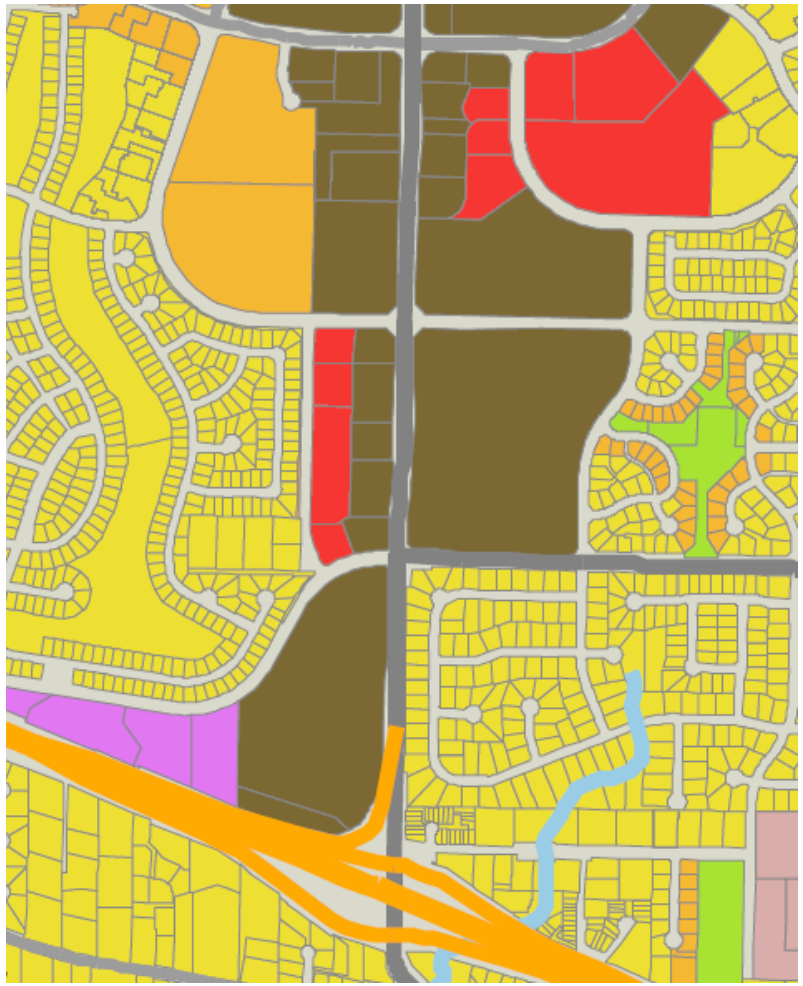
Institutional/ Campus

Industrial/ Employment

Heavy Industrial

Parks + Natural Areas

Fishers Landing



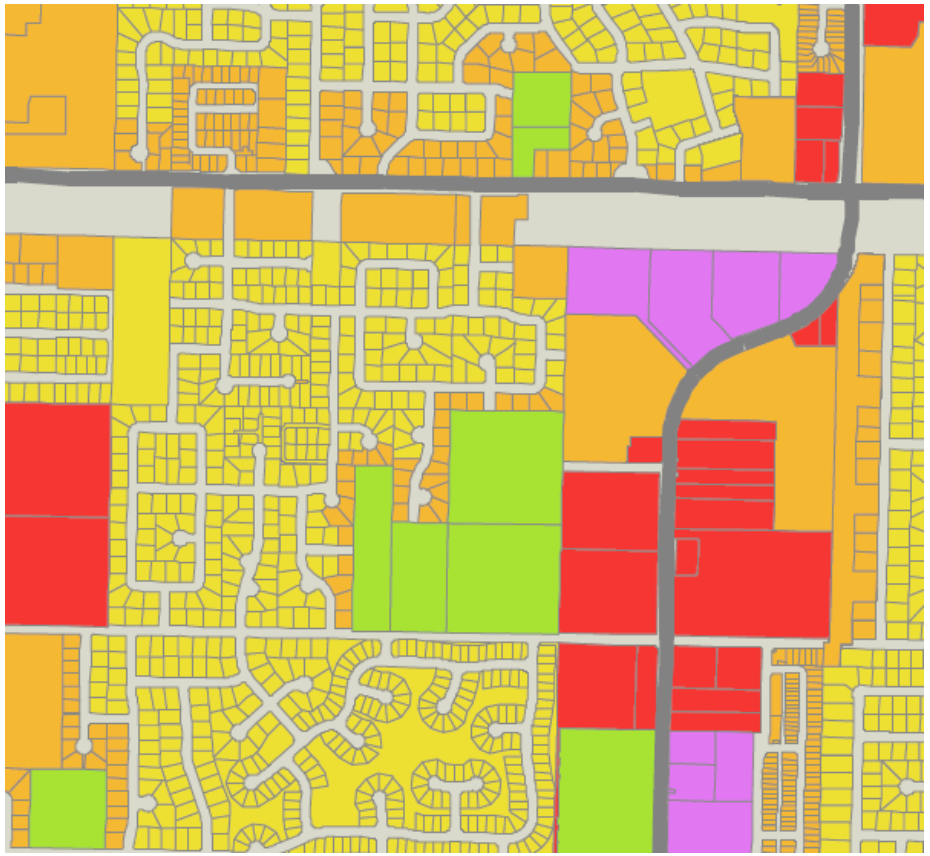
First Draft



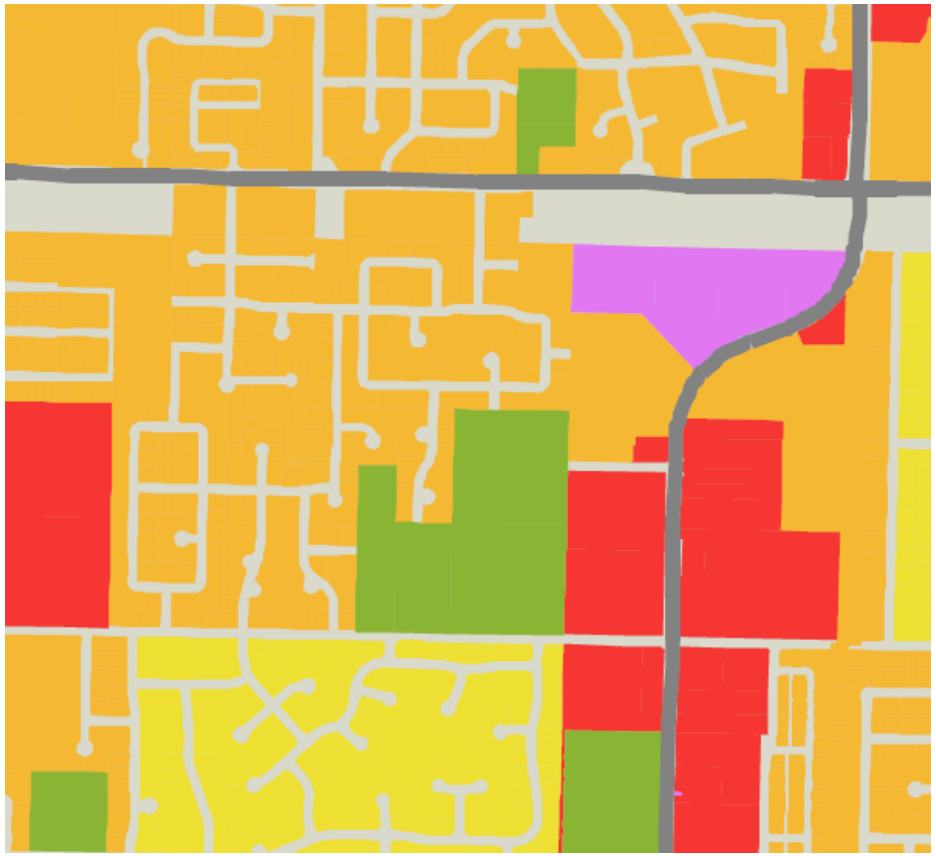
Second Draft

- Manufactured Home
- Low-Scale
- Medium-Scale
- Mixed-Use
- Regional Activity Center
- Institutional/ Campus
- Industrial/ Employment
- Heavy Industrial
- Parks + Natural Areas

Fircrest



First Draft



Second Draft

Manufactured Home

Low-Scale

Medium-Scale

Mixed-Use

Regional Activity Center

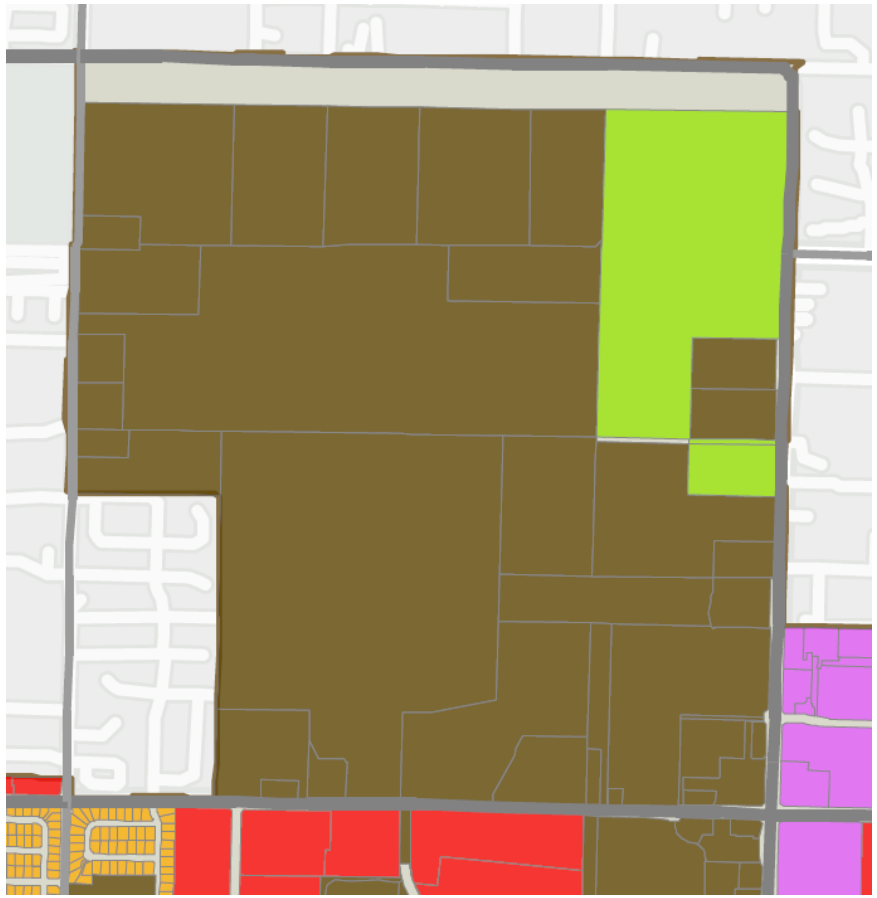
Institutional/ Campus

Industrial/ Employment

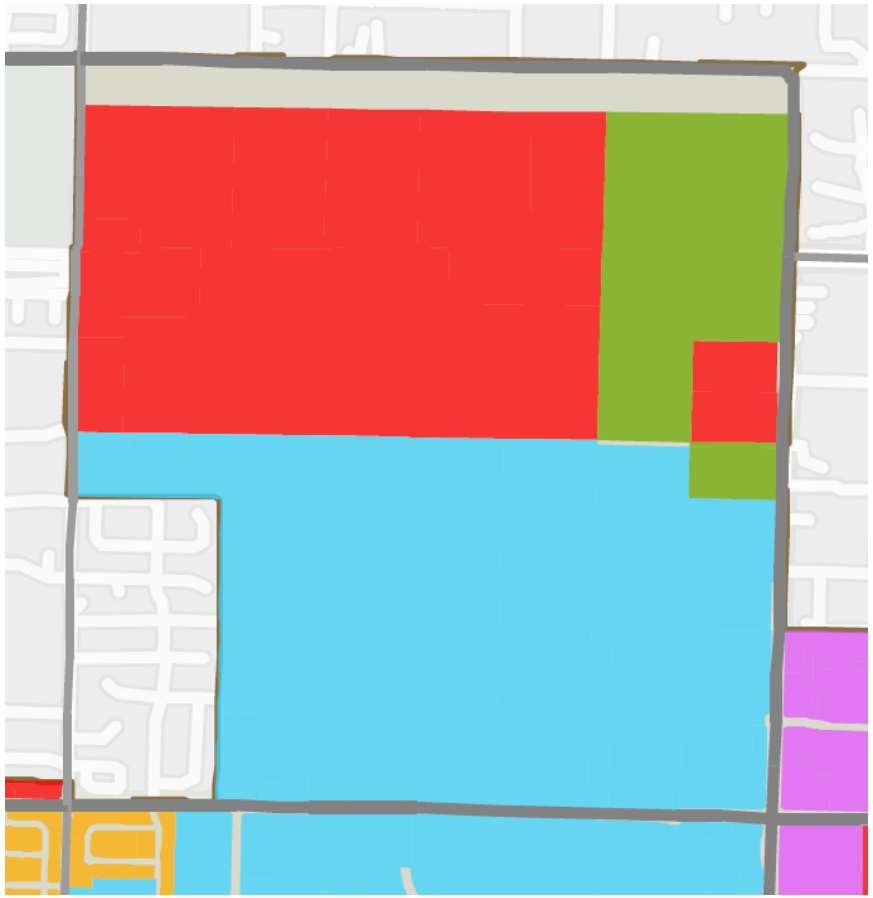
Heavy Industrial

Parks + Natural Areas

Section 30



First Draft



Second Draft

Manufactured Home

Low-Scale

Medium-Scale

Mixed-Use

Regional Activity Center

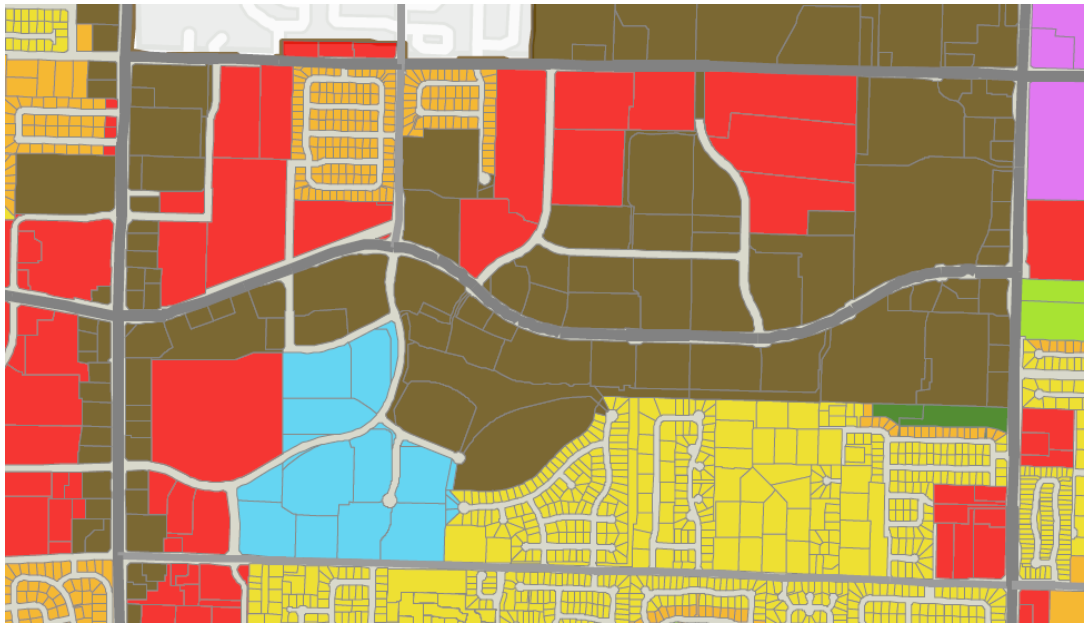
Institutional/ Campus

Industrial/ Employment

Heavy Industrial

Parks + Natural Areas

Columbia Tech Center



First Draft



Second Draft

Manufactured Home

Low-Scale

Medium-Scale

Mixed-Use

Regional Activity Center

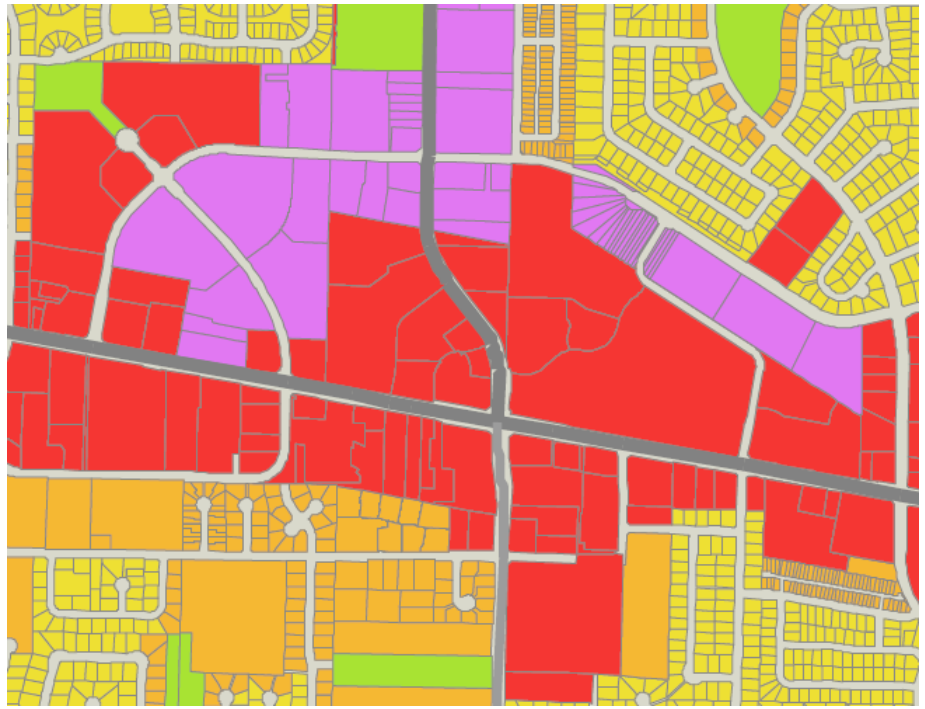
Institutional/ Campus

Industrial/ Employment

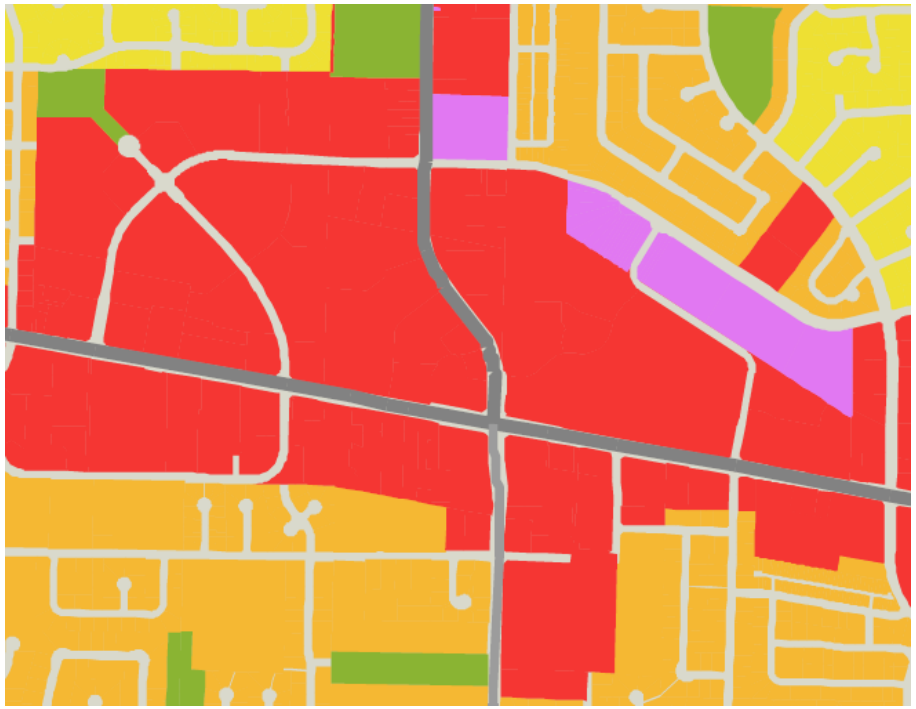
Heavy Industrial

Parks + Natural Areas

136th and Mill Plain



First Draft



Second Draft

Manufactured Home

Low-Scale

Medium-Scale

Mixed-Use

Regional Activity Center

Institutional/ Campus

Industrial/ Employment

Heavy Industrial

Parks + Natural Areas

Next Steps

- **Preferred Alternative**
  - ➡ Council endorsement of Preferred Land Use Alternative via resolution - currently scheduled for Dec. 15, 2025
- **Early 2026**
  - ➡ Draft Plan and Code
    - Workshops with Council and Planning Commission on draft chapters and additional code details
    - Public comment period on plan and code
    - Update and refine plan and code based on community, Council, Planning Commission, other board, commission, and technical staff feedback; simultaneous Department of Commerce review
  - ➡ Initiate Adoption Process
    - Supported by Final Environmental Impact Statement (Final EIS)

Learn More

- Explore preferred alternative on updated online map.
- Sign-up for emails to be notified of plan and code comment period.

Thank you & Discussion

www.beheardvancouver.org/plan2045

OurVancouver2045@cityofvancouver.us

Staff Report: 233-25

To: Mayor and City Council
From: City Manager
Date: December 1, 2025

Subject

Construction Acceptance and Release of Retainage — 2025 Rose Village Curb Ramps Project – ITB: 25-13

Key Points

- NW Construction General Contracting Inc. of Battle Ground, Wa, was awarded the 2025 Rose Village Curb Ramps Project in March 2025.
- Construction began in May 2025 and was physically complete in July 2025.
- The project includes construction of curb ramps at 51 corners and 26 alleys.
- The project was funded through the City's Pavement Management Fund.

Strategic Plan Alignment

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

Present Situation

The project included constructing approximately 51 Americans with Disabilities Act (ADA) compliant curb ramps and 26 alley entrances on E 33rd and E 29th Streets in the Rose Village Neighborhood between NE St. Johns Road and I-5.

The original construction contract amount was $698,505. Minor quantity adjustments during construction resulted in the final contract amount of $706,493.82, an approximate increase of 1%.

There was a 3% apprenticeship goal for this project. To fulfill the apprenticeship requirements, the contractor needed a minimum of 131 hours. The contractor delivered a total of 290 apprenticeship hours out of the total 4,198 hours for the project, yielding an actual apprenticeship utilization rate of 6.46%.

Advantage(s)

1. Completes the City's contractual and statutory process for accepting the project.
2. Formal project acceptance allows for closure on third-party bond claims and facilitates the release of the Contractor's retainage.

Challenge(s)

None

Budget Impact

The project is funded through the Pavement Management Program in the Street Fund.

Prior Council Review

Approval of Bid Award for 2025 Rose Village Curb Ramps Project on March 17, 2025, Staff Report 056-25.

Action Requested

On Monday, December 1, 2025, accept the 2025 Rose Village Curb Ramps project as constructed by NW Construction General Contractors Inc., of Battle Ground, Washington, and authorize the release of retainage, subject to receipt of all documentation required by law.

Staff Contact

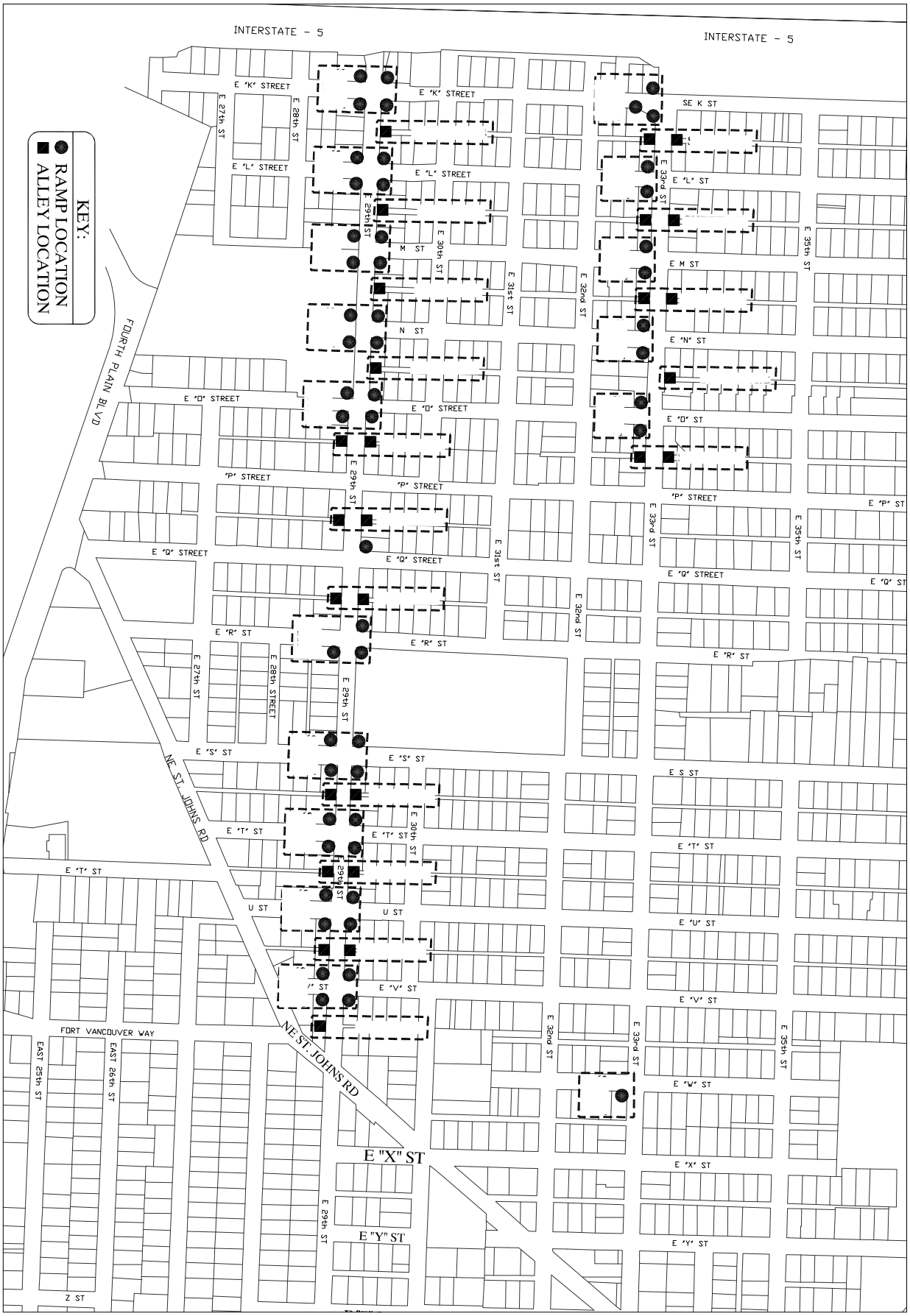
Ryan Knox, Senior Civil Engineer, ryan.knox@cityofvancouver.us

Attachments:

1. Vicinity Map

I:\PROJECTS\ACTIVE PROJECTS\072825 – 2025 PAVEMENT MANAGEMENT PROJECTS\7. 2025 ROSE VILLAGE RAMPS\PS&E\SHEETS\G03.DWG 2/3/2025

Vicinity Map



SHEET 3 OF 28	G03	ACT00593 ACTIVITY	PRJ072825 JOB NUMBER	CITY OF Vancouver WASHINGTON Public Works	2025 ROSE VILLAGE CURB RAMPS

02/03/2025

CHRISTOPHER A. SELVIDGE STATE OF WASHINGTON 19984 REGISTERED PROFESSIONAL ENGINEER

FILE NAME: G03.DWG	DATE: JANUARY 2025
SCALE:	DESIGNED BY: JRB
HORIZONTAL: AS SHOWN	DRAWN BY: JRB
VERTICAL: AS SHOWN	CHECKED BY: CAS
	APPROVED BY: CAS

DATE	No.	REVISIONS

811 Know what's below. Call before you dig.

Staff Report: 234-25

To: Mayor and City Council
From: City Manager
Date: December 1, 2025

Subject
Award of Job Order Contracting (JOC) Services for General Construction Contracts

Key Points

- A Request for Proposals (RFP) for Job Order Contracting Services was issued on September 3, 2025, and closed on September 24, 2025, with the intent to award two (2) contracts in support of a Job Order Contracting Program at the City.
- The City received four (4) proposals in response to the RFP and, after proposal evaluations and interviews, the two highest scored proposers are Halbert Construction Services LLC of Vancouver, WA, and SDB Contracting Services of Hillsboro, OR.
- Each contract is set for an initial period of two (2) years, with an option to extend for up to one (1) additional year.

Strategic Plan Alignment
Not applicable

Present Situation
The City has utilized the Job Order Contracting (JOC) program for a variety of projects since 2016. The current JOC contracts expired on October 31, 2025.

The JOC program is an indefinite delivery, indefinite quantity program in which the costs of the project are based on a fixed price per item and the adjustment factor submitted by the contractor for the contract term. The JOC program is intended to save time and money through value engineering when needed and save time as the competitive procurement requirements have already been satisfied with the RFP process. With the award of these attached JOC Services for General Construction contracts, there is no need to prepare bid packages for individual jobs. Therefore, the City could access these JOC contractors on an as-needed basis. Because there are no guarantees of future award of projects, the JOC program motivates JOC contractors to maintain a high quality of work.

The City issued RFP 57-25 on September 3, 2025, and closed on September 24, 2025. The solicitation was advertised in the Columbian, the Daily Journal of Commerce (Portland), the Daily Journal of Commerce (Seattle) and published on the City's website.

Advantage(s)

1. Continued use of the JOC program.
2. Improve response times on public works projects and reduce administrative burden.

Challenge(s)

None

Budget Impact
No additional budget impact as these projects are budgeted.

Prior Council Review
None

Action Requested
On Monday, December 1, 2025, authorize the City Manager, or designee, to execute two (2) JOC Services for General Construction contracts with Halbert Construction Services LLC of Vancouver, WA, and SDB Contracting Services of Hillsboro, OR, as they are the two highest scored proposers. Each contract will have an initial period of two (2) years with the option to renew for one (1) additional year and a not-to- exceed value of $3,000,000 per year. Also, authorize the City Manager, or designee, to amend these contracts as needed and to amend the value up to 10% of the not-to-exceed value for the life of the contract.

Staff Contact
Anna Vogel, Procurement Manager, anna.vogel@cityofvancouver.us

Attachments:
1. Halbert Contract
2. SDB Contract



CITY OF VANCOUVER
JOB ORDER CONTRACT
FOR GENERAL CONSTRUCTION

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EXHIBITS
General Conditions for Facility Construction

This Job Order Contract ("Contract"), effective on [DATE] ("Effective Date") is entered by the City of Vancouver, Washington, a Washington municipal corporation ("Owner") and Halbert Construction Services LLC a Washington Limited Liability Company ("Contractor"). Together, the City and Contractor are the "Parties" or individually a "Party". Terms capitalized in this Contract but undefined in Section 1 Definitions have the meaning given them in Exhibit A.

RECITALS

A. Owner has determined this Contract will benefit the public by providing an effective means of reducing the total lead-time and cost for the construction of public works projects for repair and renovation required at public facilities through the use of unit price books and work orders by eliminating time-consuming, costly aspects of the traditional public works process, which require separate contracting actions for each small project, in compliance with RCW 39.10.420.
B. This Contract is entered into under 39.10.430 – Job Order Procedure.
C. Owner desires to engage Contractor to perform job order contracting under this Contract, which is a fixed period, indefinite quantity delivery order contract that provides for the use of work orders for public work as defined in RCW 39.04.010 and as described in this Contract ("Work Order," "Detailed Scope of Work," or "Projects" as further defined below);
D. Owner will issue work to Contractor on the basis of work orders issued under Request for Proposal No. 57-25 ("RFP"), Contractor's responsive proposal to the RFP, City Council's approval on [date] of Staff Report No. ##-##, and this Contract.

AGREEMENT

The Parties agree as follows:

DEFINITIONS

The following definitions apply to this Contract as well as the definitions in the General Conditions, as defined below:

Adjustment Factor - Contractor's competitively proposed price adjustment to the Unit Prices as published in RS Means Data. Contractor's Adjustment Factor must be determined in compliance with Article 4.3.

City Data - Data that Owner provides to Contractor in connection with the Project and any data generated by Contractor in connection with the Project. Owner owns all City Data. Owner licenses City Data to Contractor solely for the purposes of providing the Project to Owner. Contractor shall not use City Data for any other purpose.

Detailed Scope of Work - A document detailing the Work the Contractor is obligated to complete for a Work Order.

Estimated Annual Value - An estimate of the value of Work Orders that could be issued by the Owner each year.

General Conditions – the General Conditions for Facility Construction in the City of Vancouver attached as Exhibit A, which will be the default Specifications under any Work Order, unless otherwise specified on the Work Order. Certain terms in the General Conditions may be referenced in this Contract and therefore Owner includes the General Conditions as Exhibit A. The Specifications applicable to any Work Order will be those Specifications Owner includes with that Work Order.

Joint Scope Meeting - A meeting to discuss the proposed work before the Detailed Scope of Work is finalized.

Maximum Contract Value - The maximum value of Work Orders Contractor may receive under this Job Order Contract.

Minimum Contract Value - The minimum value of Work Orders Contractor is guaranteed the opportunity to perform under this Job Order Contract.

Non Pre-priced Task - A task that is not set forth in RS Means Data.

Normal Working Hours - From 7:00 a.m. to 6:00 p.m. Monday through Friday, except for Owner holidays as stated in VMC 2.40.020.

Notice to Proceed - A written notice issued by the Owner stated on the Purchase Order directing the Contractor to proceed with the Work Order, which is the first day of the Work Order Completion Time.

Open Contract Sum - The total sum of all uncompleted Work Orders.

Other than Normal Working Hours - From 6:01 p.m. to 6:59 a.m. Monday through Friday and all day Saturday, Sunday, and Owner Holidays.

Pay Estimate - Documents the amount Owner and Contractor agree Owner will pay Contractor for the Work completed to date on a Work Order

Pre-priced Task - A task described in RS Means Data with an associated Unit Price.

Project - The collective improvements Contractor is responsible for constructing pursuant to a Work Order or a Work Order series.

Purchase Order – A Purchase Order is issued after Owner approves Contractor's Detailed Scope of Work. A Purchase Order includes Owner's Notice to Proceed.

Request for Work Order Proposal - A written request to the Contractor to prepare a Work Order Proposal for a proposed Detailed Scope of Work.

RS Means Data - A proprietary database that provides comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price.

Specifications - The portion of the Contract consisting of the written requirements for contract administration, materials, equipment, systems, standards and workmanship for the Work Order, and performance of related services. Owner may provide the General Conditions, the Washington State Department of Transportation Standard Specifications, or other terms as Specifications for a Work Order.

Supplemental Work Order - A secondary Work Order that is developed after the initial Work Order has been issued for the purpose of changing, deleting, or adding work to the initial Detailed Scope of Work, or changing the Work Order Completion Time.

Subcontractor – An individual, partnership, firm, corporation, or joint venture to whom Contractor subcontracts any portion of the Work.

Unit Price - The price published in RS Means Data for a specific type of construction or construction-related work task. Each Unit Price is comprised of labor, equipment, and material costs to accomplish that specific Pre-priced Task.

Work – The work to be performed by Contractor as described in a consecutively numbered Detailed Scope of Work.

Work Order - A written order issued by the Owner requiring Contractor to complete the Detailed Scope of Work within the Work Order Completion Time for the Work Order Price. The content of a Work Order is defined in this Contract and the General Conditions. A Project may consist of one or more Work Orders.

Work Order Completion Time - The time frame in which the Contractor must complete the Detailed Scope of Work, which begins upon issuance of the Notice to Proceed and ends on the date stated in the Detailed Scope of Work.

Work Order Price - The value of the approved Work Order Price Proposal. Work Order Price is equal to the amount the Contractor will be paid for completing the Work Order. Work Order Price is identical to the Contract Sum

Work Order Price Proposal – Contractor's price proposal including the Pre-priced Tasks, Non-Pre-priced Tasks, quantities, and Adjustment Factors required to complete the Detailed Scope of Work.

Work Order Proposal - Documents prepared by Contractor and submitted to Owner including: (a) Work Order Price Proposal; (b) required drawings or sketches; (c) list of anticipated subcontractor(s); (d) construction schedule; and (e) any other Owner-requested documents.

Work Order Request - An order issued by Owner to Contractor requesting a price for a proposed scope of work to be performed pursuant to a Work Order issued under this Work Order Contract.

ARTICLE I: CONTRACTOR ACCEPTANCE

1.1 Contract Type

This is an indefinite delivery, indefinite quantity (IDIQ) Contract under which Contractor may perform an ongoing series of individual Projects at different locations throughout the City. The Contract includes RS Means Data containing construction tasks with preset Unit Prices.

1.2 Contractor Obligations

Contractor shall provide all material, labor, tools, equipment, apparatus, facilities, and any other item necessary to perform and complete the Work as required by the Purchase Order and Detailed Scope of Work for each Work Order.

1.3 Contractor Representations and Warranties

Contractor represents and warrants it shall:

1. Cooperate with Owner through every phase of the Work and use Contractor's best skill, efforts and judgment in furthering the interests of Owner;
2. Provide efficient business administration and supervision;
3. Make best efforts to provide an adequate supply of workers and materials at all times;
4. Perform the Work in the best way and most expeditious and economical manner consistent with the interests of Owner. Contractor shall cooperate with Owner to ensure the Project is timely completed within the budget for the Work Order. Contractor shall revise materials, methods, estimates and schedules as necessary to perform and complete the Work consistent with the Work Order Completion Time as adjusted by any Supplemental Request.

1.4 Submittal of Requested Information

Contractor shall submit the following information in a format acceptable to Owner pursuant RCW 39.10.460 upon Owner's request:

1. A list of Work Orders issued;
2. The cost of each Work Order;
3. A list of Subcontractors hired under each Work Order. Owner will use Subcontractor information to determine if Subcontractors are certified small, minority, women or veteran-owned businesses;
4. The cost of each subcontract under each Work Order;
5. A copy of the intent to pay prevailing wages and the affidavit of wages paid for each Work Order subcontract; and
6. Any other information requested.

ARTICLE II: WORK ORDER PROCEDURES

2.1 General

Owner will use JOC Contractors to perform general construction work including but not limited to, interior renovations, tenant improvements, interior mechanical, electrical, structural work as well as concrete work, asphalt paving, underground utilities, park trails and grounds, communication network installation, channelization, permanent signing and installation of certain electrical traffic control devices. Owner expects the average Work Order to be less than $100,000. Owner presents the expected average for information only and does not commit to offer Work Orders above the Minimum Contract Value as stated in Section 2.2.

2.2 Minimum Contract Value; Estimated Annual Value

Owner will compensate Contractor for Work Orders it issues under this Contract.

The Minimum Contract Value for this Contract is $10,000, which is Owner's sole obligation to Contractor under this Contract. Contractor is guaranteed to receive the opportunity to perform Work Orders totaling at least $10,000 during the of this Contract.

The Estimated Annual Value for each Contract is $3,000,000. Contractor may be issued Work Orders totaling up to the Estimated Annual Value during any year of the Contract. Because this is an estimate, Contractor is not guaranteed to receive this value of Work Orders.

2.3 Maximum Contract Value

The Owner may issue Work Orders up to the maximum amount specified in RCW 39.10.440(1) and the Maximum Contract Value may not exceed the statutory maximum. Under RCW 39.10.440(1) Owner may carry over any unused capacity from the previous year and add that value to the limit for the next year only. Maximum Contract Value excludes Washington state sales and use tax.

2.4 Maximum Work Order Value

Owner's maximum dollar amount for an individual Work Order is $350,000, exclusive of sales tax, which is more restrictive than the statutory cap stated in RCW 39.10.450. Owner will count all Work Orders for the same Project (including any Supplemental Work Orders) as a single Work Order for the purpose of the $350,000 limit.

Owner intends to use the JOC Contractors to perform general construction work including, but not limited to, interior renovations, tenant improvements, interior mechanical, electrical, structural as well as concrete work, asphalt paving, underground utilities, park trails and grounds, communication network installation, channelization, permanent signing and installation of electrical traffic control devices such as flashing

beacons and radar feedback signals. Owner expects the average Work Order to be less than $100,000. This expected average is presented for information only and is not a commitment.

2.5 Initiation of a Work Order

Owner will notify Contractor of a Project, schedule a Joint Scope Meeting and issue a Notice of Joint Scope Meeting as needed at Owner's discretion. Contractor must be available within 24 hours of the invitation to attend the Joint Scope Meeting. In cases of emergency Contractor may be required to attend a Joint Scope Meeting within an hour of Owner's request to be considered for the Work Order.

The Contractor shall attend the Joint Scope Meeting and discuss:

1. The general scope of the work;
2. Alternatives for performing the work and value engineering;
3. Access and protocol for admission to the Project Site;
4. Hours of operation;
5. Staging area;
6. Requirements for catalog cuts, technical data, samples and shop drawings;
7. Requirements for professional services, sketches, drawings, and specifications;
8. Construction duration;
9. Liquidated damages;
10. The presence of hazardous materials;
11. Date on which the Work Order Proposal is due;
12. Whether or not additional general or special conditions may apply to the Work Order.
13. Any other items the Parties desire to discuss.

Upon completion of the Joint Scope Meeting, Contractor will prepare a draft Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished within the time frame Owner provides to Contractor in writing. Owner will review the Detailed Scope of Work and may request changes or modifications. The Detailed Scope of Work will be the basis on which Contractor will develop its Work Order Proposal and Owner will evaluate the Work Order Proposal, except for any changes mutually agreed by the Parties. Contractor may not refuse to perform any task or any work in connection with a Work Order after the Notice to Proceed has been issued.

2.6 Preparation of a Work Order Proposal

1. Contractor's Work Order Proposal must include:
    a. Work Order Price Proposal;
    b. Required drawings or sketches;

c. List of anticipated subcontractors and material suppliers;
d. Construction schedule; preliminary and subject to change with the approval of Owner's project manager.
e. Other requested documents appropriate to the Work Order Proposal.

Owner will reject any Work Order Proposal that does not include 1(a)-(e). Contractor may submit additional relevant documents in its Work Order Proposal.

2. Contractor shall calculate the value of the Work Order Price Proposal by summing the total of the calculations for each Pre-priced Tasks (Unit Price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.
3. Contractor must use RS Means Data for at least 80% of items by dollar value.
4. Contractor shall prepare Work Order Price Proposals in accordance with the following:
   a. Pre-priced Tasks
   b. Non Pre-priced Tasks
   c. Documentation submitted in support of Non Pre-priced Tasks must include:
      i. Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.
      ii. If Contractor will perform the work with its employees, it must submit three independent quotes for all material to be installed and must, to the extent possible, use Pre-priced Tasks for labor and equipment from the RS Means Data.
      iii. If Contractor will subcontract the work associated with a Work Order, Contractor must submit independent quotes from three subcontractors. Contractor shall not submit a quote or bid from any supplier or subcontractor that Contractor is not prepared to use. Owner may require additional quotes and bids if Contractor's proposed suppliers or subcontractors are not acceptable to Owner or if the stated prices are unreasonable.
      iv. Contractor shall calculate the final price submitted for Non Pre-priced Tasks using the following formula:

For Non Pre-priced Tasks Performed with Contractor's Own Employees:

A = The hourly rate for each trade classification not in RS Means Data multiplied by the quantity;
B = The rate for each piece of equipment not in RS Means Data multiplied by the quantity;
C = Lowest of three independent quotes for all materials.

Total for Non Pre-priced Tasks performed with Contractor's Own Employees = (A+B+C) x Non Pre-Priced Task Adjustment Factor.

For Non Pre-priced Tasks Performed by Subcontractors:

Contractor must submit three independent quotes for the Work if the Non Pre-priced Task will be subcontracted.

D = Lowest of three Subcontractor Quotes

Total Cost for Non Pre-priced Tasks performed by Subcontractors = D x Non Pre-Priced Task Adjustment Factor

v. After a Non Pre-priced Task is used on two Work Orders and with Owner's written approval the Unit Price for the task will be established and fixed as a permanent Non Pre-Priced Task, which will no longer require price justification.

vi. Owner's determination as to whether a task is a Pre-priced Task or a Non Pre-priced Task is final, binding and conclusive as to Contractor.

5. If the cost of a minor task in the Work Order Price Proposal is less than the cost of the actual labor and material to perform the task, the Owner may permit Contractor to be paid for the task as a Non Pre-priced Task or use Pre-priced labor tasks and material component pricing to cover the actual costs incurred. To be paid as a Non Pre-priced Task under this section, there must be no other work for the trade performing the task, or the trade's work cannot be scheduled at the same time on the Project, and the final charge for the task must not exceed $1,000.
6. The Contractor shall provide incidental engineering and architectural services as required by a Work Order.
7. Contractor shall obtain all filings and permits required for the Work, and obtain or prepare all drawings, sketches, calculations and other documents and information required. Owner will reimburse Contractor's application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the City, State of Washington, or other governmental or regulatory agency as a Reimbursable Task without mark-up. Contractor must provide a written receipt of its payment. Costs for expediting services or equipment use fees are not reimbursable. Owner may pay the filing or permit fees through a City funds transfer to keep these fees out of the Work Order costs and will notify Contractor if it intends to pay through this method.
8. Contractor's Work Order Proposal must be submitted by the date stated on the Request for Work Order Proposal. Owner will reject incomplete Work Order Proposals. The time Owner provides for preparation of Contractor's Work Order Proposal will depend on the complexity and urgency of the Work Order but averages

between seven and fourteen days. On complex Work Orders, such as Work Orders requiring incidental engineering/architectural drawings and approvals and permits, Owner will include time for preparation and submittal of necessary documents.

9. In emergency situations requiring immediate completion, Owner may require the Work Order Proposal be expedited and will state the same on the Request for Work Order Proposal or, as described below, Owner may direct Contractor to begin work immediately with the paperwork to follow. Contractor agrees that all Work issued under this Section is subject to this Job Order Contract.
10. Contractor shall complete the Work in the Detailed Scope of Work in accordance with the Request for Work Order Proposal at the price submitted if Contractor submits a Work Order Proposal to Owner. It is Contractor's responsibility to include the necessary tasks and quantities in the Work Order Price Proposal and apply the appropriate Adjustment Factor(s) prior to delivering it to Owner.
11. If Contractor requires clarifications or additional information regarding the Detailed Scope of work to prepare the Work Order Proposal, the request must be submitted so that the submittal of the Work Order Proposal is not delayed.

2.7 Review of the Work Order Proposal and Issuance of the Work Order

1. Owner will evaluate the entire Work Order Price Proposal and compare these with Owner's estimate of the Detailed Scope of Work to determine the reasonableness of approach, including the appropriateness of the tasks and quantities proposed.
2. Contractor may choose the means and methods of construction. Owner may reject means and methods proposed by Contractor that:
   a. Will constitute or create a hazard to the Work, persons, or property;
   b. Will prevent completion of the Work in accordance with the terms of the Contract; or
   c. Unnecessarily increases the price of the Work Order when reasonable alternative means and methods are available.
3. Owner may reject a Work Order Proposal or cancel a Project in its discretion. Owner may perform the work by other means. Contractor may not seek recovery of any costs arising out of or related to development of the unissued, rejected, or cancelled Work Order, including costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare: a Work Order Proposal (including incidental architectural and engineering services), subcontractor costs, and its costs to review the Work Order Proposal with Owner.
4. Upon submission of a Work Order Proposal to Owner, Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Work Order Proposal at the lump sum price submitted. Contractor must include the necessary Pre-priced Tasks and Non Pre-priced Tasks and quantities in the Work Order Price Proposal before delivering it to Owner.

5. Each Work Order Owner provides to Contractor will reference the Detailed Scope of Work and set forth the Work Order Price and the Work Order Completion Time. The terms of this Contract apply to each Work Order. Owner accepts Contractor's Work Order Proposal by signing and delivering to Contractor the Work Order.
6. *Emergencies*. Contractor shall follow the alternative procedures established by the Owner if immediate emergency response is necessary for any Work. The Contractor shall begin work as directed by Owner notwithstanding the absence of a fully developed Request for Work Order Proposal, Detailed Scope of Work, or Work Order. Owner will compensate Contractor for the Work as if the Work had been ordered using non-emergency procedures.

2.8 Work Order Performance

Upon issuance of a Work Order, Contractor shall work with the assigned project manager to complete the Work.

Contractor shall provide full documentation to Owner of all Work, including but not limited to: weekly meeting notes during construction, inspection reports, a comprehensive monthly summary report including status of all uncompleted Work Orders, punch-list reports as needed, as-built drawings and related items, and any other reporting Owner requires or requests.

During the Work, Contractor will be required to submit on a monthly basis in a format acceptable to Owner, a full cost-accounting report of the status of all expenses and individual budget items for each Work Order, as well as quarterly reports of year-to-date and Term-to-date Contract expense.

2.9 Quality Control

Contractor is solely responsible for quality control. Contractor shall establish and maintain an effective quality control system throughout the Contract Time. The Quality Control (QC) system shall consist of plans, procedures, and organization necessary to provide materials, equipment, workmanship, fabrication, construction and operations that complies with Work Order requirements. Contractor shall review the Work and certify it as correct, complete, and in compliance with the Contract at Substantial Completion.

2.10 Permits, Licenses, and Notices

Unless otherwise provided in the Work Order, Contractor shall obtain all permits, licenses, and inspections necessary to complete the Work. Owner will pay the applicable permitting authority directly for the cost of any building permit. Contractor shall pay for all other permits. Contractor shall deliver the approved, signed permits to Owner prior to Final Acceptance. Contractor shall comply with and give the notices applicable to performance of the Work and required by Applicable Law.

2.11 Access to Work

1. Work Access. Contractor shall provide Owner and its agents access to the Work at all times and Contractor shall provide facilities for access so that the Owner, and its agents may perform necessary functions required by the Work Order documents.
2. Inspection Access. Contractor shall notify Owner and its agents of all inspections to ensure Owner or its agents may attend to observe the inspection. Contractor shall provide certificates of inspection to Owner as applicable.

ARTICLE III: PRICING OF THE WORK

3.1 General

Contractor shall furnish all supervision, labor, materials, tools, supplies, equipment and transportation to perform all operations necessary and required in accordance with the terms and conditions of the Contract, and as further specified in individual Work Orders. Contractor shall provide its pricing in a spreadsheet exported from RS Means Data.

3.2 Work Order Price

Contractor shall determine pricing of the Work Order as follows: Contractor will use RS Means Data to provide the unit price for any item related to the Work Order Proposal. The price (unit price x quantity x Adjustment Factor) is the total amount Owner will pay Contractor for self-performed items or subcontractor-performed items. Contractor must include cost for building permits, inspection fees, utility hookup fees, and other jurisdictional fees as separate line items on the Work Order Proposal.

3.3 Contractor's Adjustment Factors

The Adjustment Factor for Work performed during Normal Working Hours is 1.22 for this Contract. The Adjustment Factor is fixed for a period of one year and may be adjusted pursuant to the (Engineering News-Record Construction Cost Index (ENR CCI Index) according to the 20-city national average. The Adjustment Factor for Work performed during Other than Normal Working Hours is 1.25. Contractor represents and warrants Contractor has determined its Adjustment Factor in good faith and incorporated the following business costs, construction costs, and price variations into it.

1. Business costs in the Contractor's Adjustment Factors include:
   a. Overhead costs, including, but not limited to: home office overhead, insurance, bonds, and indemnification, Project meetings, training, management and supervision, mobilization and close-out for the contract and each Work Order, and Project office staff and equipment.
   b. Profit.
   c. Subcontractor's overhead and profit.
   d. All taxes for which a waiver is not available, except for Washington sales tax (which will not be part of the Adjustment Factors but rather a separate line item on each Work Order). However, the use tax on materials pursuant to WAC 458-20-171 will be part of the Adjustment Factor(s).
   e. Employee or Subcontractor's wage rates to the extent those rates exceed the prevailing wage rates.
   f. Labor-related fringe benefits, payroll taxes, worker's compensation, insurance costs and any other payment mandated by law that exceeds Contractor's labor rate allowances.

g. Cost of financing the Work.
h. Business risks such as the risk of a lower-than-expected volume of Work, smaller than anticipated Work Orders, poor Subcontractor performance, and inflation or material cost fluctuations.

2. Construction costs in the Contractor's Adjustment Factors may include:
   a. Services required to obtain filings and permits.
   b. Preparation and modification of proposals, sketches, drawings, submittals, as-built drawings, CAD drawings, and other project records.
   c. Incidental engineering and architectural services.
   d. Office trailer and portable toilets for Contractor's use.
   e. Construction vehicles such as pick-up trucks, utility trucks, vans, flatbed trucks, tractors, trailers, etc.
   f. Storage devices or items such as gang boxes and containers for Contractor's tools, equipment and materials.
   g. Personnel safety equipment (e.g., hard hats, safety harnesses with lifeline or cabling, protective clothing, safety glasses, face shields, etc.), basic safety and warning signage, railings, minor barricades, tape, roping, cable, markings, cones; including traffic control cones, barrels and basic traffic signs, etc.
   h. Meeting Owner security requirements.
   i. Excess waste such as roofing, drywall, VCT, carpet, wall covering, ceiling tile, pipe, conduit, siding, concrete, etc. This list is merely descriptive of the types of construction materials that are typically sold in standard lengths, sizes and weights.
   j. Removing and returning Owner's furniture and furnishings (e.g. chairs, tables, pictures, etc. but excluding modular furniture, wall or ceiling attached or fastened devices or furnishings, safes or other furniture requiring disassembly).
   k. Sealing windows and other openings with plastic to contain construction dust and debris within the Work area.
   l. Daily clean-up.
   m. Final professional project clean-up.
   n. Costs resulting from inadequate supply of building materials, fuel, electricity, or skilled labor.
   o. Costs resulting from productivity loss.
   p. Working in extreme temperatures (at or above 90 or near freezing temperatures) or adverse conditions such as excessive rain, wind, sleet or snow.
   q. Differences in project size; complexity and location.
   r. All costs for other than discreet items of Work specifically required to complete a particular Work Order.

3. Price Variations include:
   a. Contractor may identify differences in labor, equipment and material costs due to certain economic factors. Variations in labor cost may also result from labor

efficiency, labor restrictions, working conditions or local work rules. Variations in material costs may also result from the quantity of material purchased, the existing relationship with suppliers, or that the materials have been discontinued or have become obsolete.

b. While diligent effort is made to provide accurate and reliable up-to-date pricing, it is the responsibility of the Contractor to review and analyze the unit prices, and to calculate their Adjustment Factors accordingly.

4. General Costs:
   a. This list is not exhaustive and is intended to provide general examples of cost items that may be included in the Contractor's Adjustment Factor as defined in the Contract.
   b. The only compensation to be paid to Contractor for the Unit Price tasks will be:

Published Unit Price	X	Installation (or Demolition) Quantity	X	Appropriate Adjustment Factor

   c. Owner will not make any additional payments. Contractor must include all costs not included in the Unit Prices in the Adjustment Factors.

3.4 Labor and Materials Bond and Performance Bond

Contractor shall file with Owner a labor and materials bond and a performance bond, on the forms provided by Owner, in the amount of $1,000,000 executed by itself as principal and by a surety company authorized, licensed to do business in the State of Washington. Contractor's bonds must comply with Applicable Law, including the provisions of chapter 39.08 RCW. The term of each Bond must be one year. In the event the Parties agree to exercise the Contract extension, the Contractor shall deliver a new labor and materials bond and a performance bond in the same manner.

3.5 Retainage

Pursuant to RCW 39.10.450(6), for purposes of chapters 39.08 (Contractor's Bond), 39.12 (Prevailing Wages On Public Works), 39.76 (Interest On Unpaid Public Contracts), and chapter 60.28 RCW (Interest On Unpaid Public Contracts), each Work Order issued shall be treated as a separate contract.

Owner shall administer retainage on this Contract in conformance with RCW 60.28.011 as adopted or amended during the Term.

3.6 Insurance

Contractor shall maintain liability insurance for all claims for damages to Owner, 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 must 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 must include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation, and maintenance of facilities under this Contract.	
Combined Single Limit	$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
Each Claim	$1,000,000
Annual Aggregate	$2,000,000
V. Builders Risk	
Builder's "All Risk" Property Insurance a. Coverage must include personal property of others in the care, custody, and control of the Contractor. Coverage must be written for 100% of the completed value. b. For additions or repairs of existing building structures, coverage must include Contractor's interest in improvements, repairs, additions, alterations to completed buildings and subject to items described in 4.6(V)(a).	$1,000,000

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

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

2. Coverage Trigger - Contractor's insurance must be on an "occurrence" basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.
3. Additional Insured Requirement - The City of Vancouver, its agents, representatives, officers, directors, elected and appointed officials, and employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements must 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.
4. Certificates - The City of Vancouver must be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to Owner 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.

3.7 Non-priced Items Not Provided in RS Means Data

Non-priced items are specific line items not provided in RS Means Data. Contractor shall submit Unit Prices for non-priced items that include reimbursement for all direct and indirect costs of the Work:

1. Direct costs for Labor and Materials: Owner may request up to three bids from sources acceptable to Owner.
2. Equipment Costs: If not found in the Unit Price Book, equipment charges shall be computed on the basis of actual invoice costs or if owned, from the current edition of one of the following sources: Associated General Contractors General Contractors Washington State Department of Transportation (AGC WSDOT) Equipment Rental Agreement; current edition; State of Washington Utilities and Transportation Commission for trucks used on highways; National Electrical Contractors Association for equipment used for electrical work; and Mechanical Contractors Association of America for equipment used on mechanical work.

Contractor shall use the Equipment Watch Rental Rate Blue Book for Cost Recovery as a basis for establishing rental rates of equipment not listed in the above sources.

3.8 Hours of Work

Unless specifically identified or amended in the issued Work Order, Contractor and Subcontractors shall perform Work during Normal Working Hours.

3.9 Payment of Labor

1. Contractor shall submit weekly/bi-weekly Certified Payrolls through the Washington State Department of Labor & Industries website at least monthly.

2. Contractor shall pay all laborers, workers, or mechanics it employes at least the prevailing wage rate in compliance with chapter 39.12 RCW. The State of Washington prevailing wage rates applicable for this Project, located in Clark County, are available online at the Department of Labor and Industries: https://secure.lni.wa.gov/wagelookup/rates/journey-level-rates. The date of the applicable Work Order determines the prevailing wage rate.
3. Prevailing wage rate disputes will be decided by arbitration through the Department of Labor and Industries of the State of Washington (L&I). The director's decision is final, conclusive, and binding on Owner and Contractor.
4. Contractor shall incorporate this Section 3.9.4 into any subcontracts and require Subcontractors to incorporate this Section 3.9.4 into their subcontracts. Contractor shall complete or have on file an approved "Statement of Intent to Pay Prevailing Wages" (Form L&I Number F700-029-000) for each Work Order, and Contractor must ensure Subcontractors complete or have on file an approved "Statement of Intent to Pay Prevailing Wages" (Form L&I Number F700-029-000) for each Work Order, before Owner will pay a Pay Estimate. Contractor and each Subcontractor must have an L&I approved "Affidavit of Wages Paid" form prior to payment of the final Pay Estimate for the Work. This form may be electronically filed at https://lni.wa.gov/licensing-permits/public-works-projects/contractors-employers/contractor-portal. Contractor shall pay the fee L&I charges for approval and certification and may not revise the Work Order Price if the fee changes after Owner issues the Work Order.
5. Contractor shall pay the prevailing wage rate to all workers delivering fill, sand, gravel, crushed rock, concrete, asphalt, or other similar materials and all workers removing any materials from the construction site are subject to the provisions of chapter 39.12 RCW and WAC 296-127-018. These materials are for specified future use under this Contract and pursuant to WAC 296-127-018, delivery and pick-up of the above listed materials constitutes incorporation.

3.10 Payment to the Contractor

Owner will make progress payments to Contractor within 30 days of receipt of the fully executed Pay Estimate if Contractor has fully performed under the applicable Work Order.

Every person performing labor or furnishing supplies toward the completion of a Work Order maintains a lien on funds reserved for Contractor's non-payment. The claimant must give notice as required by RCW 39.08.030 and within the time provided in chapter 60.28 RCW.

Contractor shall submit invoices to Owner covering both professional fees and Project expenses, as applicable. Owner may correct any invoices paid in error according to applicable Work Order rates. Owner and Contractor agree that any amount paid in error

by the Owner does not constitute a rate change for the Contract. Contractor shall reference the applicable purchase order number on the Notice to Proceed on any invoice Contractor submits for payment.

ARTICLE IV: CONTRACT TERM, COMMENCEMENT, COMPLETION, AND LIQUIDATED DAMAGES

4.1 Contract Term

The initial term of this Contract is two years. The Parties may agree in writing to extend the Contract for one additional year ("Renewal Term") in compliance with RCW 39.10.440(2). The Renewal Term must be priced as provided in Contractor's Request for Proposal and agreed in writing by the Parties at least 30 days before the first day of the Renewal Term. The initial term and optional Renewal Term are the "Term."

4.2 Commencement Date for Work Orders

The commencement of Work Order Completion Time shall be the date of the Notice to Proceed. Any preliminary work started or material ordered or purchased before receipt of the Notice to Proceed shall be at the risk and expense of Contractor.

4.3 Completion Date for Work Orders

Each Work Order will specify the Physical Completion Dates (as defined in the General Conditions) for the Work. The Contractor shall attain Physical Completion no later than the date established in the applicable Work Order.

4.4 Liquidated Damages

Owner will specify in a Work Order any liquidated damages that may arise for failure to attain either Substantial Completion or Physical Completion.

ARTICLE V: SUBCONTRACTING

5.1 Statutory Requirements

1. Contractor shall subcontract at least 90% of the Work performed under this Contract to entities other than the Contractor, including subsidiaries of the Contractor or Joint Venture member in compliance with RCW 39.10.440(4).
2. Contractor shall distribute subcontracted work as equitably as possible among qualified and available subcontractors including minority and woman-owned subcontractors to the extent permitted by law as demonstrated on the subcontractor and supplier project submission and shall limit subcontractor bonding requirements to the greatest extent possible in compliance with RCW 39.10.440(4).
3. Contractor shall publish notification of intent to perform public work projects at the beginning of each contract year in a statewide publication and in a legal newspaper of general circulation in every county in which the public work projects are anticipated in compliance with RCW 39.10.440(5). Contractor is encouraged to post the notification of intent to perform public work projects in other areas, such as websites for business associations, the office of minority and women's business enterprises, and other locations and mediums that will further publicize subcontractor opportunities.
4. Contractor shall pay prevailing wages for all work that would otherwise be subject to the requirements of chapter 39.12 RCW in compliance with RCW 39.10.440(6). Prevailing wages for all work performed pursuant to each Work Order must be the rates in effect at the time the individual Work Order is issued.
5. Owner shall not issue a work order under this Contract until it approves, in consultation with the Office of Minority and Women's Business Enterprises a plan prepared by the Contractor that equitably spreads certified women and minority business enterprise subcontracting opportunities among the various subcontract disciplines in compliance with RCW 39.10.450(5) to the extent permitted by RCW 49.60.400, in compliance with RCW 35.22.650, Contractor agrees that Contractor shall actively solicit the employment of minority group members. Contractor further agrees that Contractor shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of the Contractor's compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses to the extent permitted by RCW 49.60.400. The Contractor shall be required to submit evidence of compliance with this section as part of the bid.

5.2 Subcontractor Responsibility Criteria

The requirements of this section apply to all subcontractors regardless of tier. Contractor shall pass through Article 5 Section 5.2 to all subcontractors and require those subcontractors to pass through Section 5.2 to their respective subcontractors.

Contractor shall verify that each of its subcontractors meets the following bidder responsibility criteria prior to subcontract execution:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. As applicable, have:
    a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
    b. A Washington Employment Security Department reference number, as required in Title 50 RCW;
    c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    d. An electrical contractor license, if required by chapter 19.28 RCW;
    e. An elevator contractor license, if required by chapter 70.87 RCW.
4. Not be disqualified from bidding on any public work contract under RCW 39.06.010 or 39.12.065(3).
5. Have received training on the requirements related to public work and prevailing wage under chapter 39.04 RCW and chapter 39.12 RCW;
6. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

ARTICLE VI: MISCELLANEOUS

6.1 Cooperative Purchasing

The Washington State Interlocal Cooperation Act, chapter 39.34 RCW ("ICA"), authorizes public agencies to cooperatively purchase goods and services if all parties agree. By executing this Contract, Contractor agrees that other public agencies may purchase goods and services under this Contract at their own cost in compliance with the ICA. City will have no liability or obligation to Contractor related to that separate agency agreement. Agencies that intend to cooperatively purchase from this Contract must have an interlocal agreement with the Owner that expressly authorizes the agency's use of this Contract; no separate interlocal cooperative purchasing agreement may be relied on to use this Contract.

6.2 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 effective date of the Contract. Contractor shall ensure all Contractor employees and subcontractors are eligible to work in the United States. Contractor shall provide compliance verification upon Owner's request.

6.3 Contractor and Subcontractor Employee Working Hours

Contractor shall comply with and shall ensure its Subcontractors comply with chapter 39.12 RCW, 49.28.065 RCW, WAC 296-127.022 and any other Applicable Law regarding the number of hours per day an employee may work on a public works project.

6.4 Equal 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.

6.5 Indemnification

Contractor shall indemnify, defend if requested by Owner, and hold harmless Owner 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) Contractor's negligence or willful misconduct; (b) Contractor's material breach of the Contract; (c) Contractor's non-compliance with Applicable Law; (d) 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.

Owner will promptly notify Contractor of a claim under this Section X 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 that admits Owner liability or impacts Owner rights without Owner's prior written consent. Notwithstanding the preceding sentence, Owner may participate in the defense or settlement of any claim with counsel of its own choosing.

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

If Contractor's employee is a licensed architect, professional engineer, land surveyor, or landscape architect, 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).

6.6 Deliverables – Intellectual Property

Contractor may create documents or other work product in connection with providing the Work ("Deliverables"). Contractor assigns and will assign to Owner all right, title, and interest in and to any Deliverables it creates in connection with providing the Work. 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.

6.7 Public Disclosure Compliance

Records relating to Contract are subject to the following:

1. **Confidential Information**. Any record of Owner business, including this Contract, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). Owner may be required to disclose this Contract or related records, including records in Contractor's possession, pursuant to a public disclosure request. Owner will provide third-party

notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. Owner 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.

2. **Trade Secrets/Proprietary Information Exemption**. Pursuant to RCW 39.10.470(2), Contractor must specifically identify trade secrets and proprietary information in its documents and state in writing the reasons why protecting that information from disclosure is necessary if Contractor would like trade secrets or proprietary information to be exempt from chapter 42.56 RCW.

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

4. **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.

5. **City Data Confidentiality**. Notwithstanding Section 8.1-4, Contractor will maintain the confidentiality of all City Data in its possession in compliance with Section 8.

6.8 Permits, Licenses, Certifications

Contractor is responsible for obtaining 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 Contract, 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.

6.9 Governing Law

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

6.10 Compliance with the Law

The Parties shall comply with all applicable federal, state, and local laws, rules, and regulations ("Applicable Law"). Contractor shall modify the Services as necessary to comply with Applicable Law.

6.11 Relationship of the Parties

The relationship of the Parties under this Contract is that of independent contractors. Contractor is solely responsible for the manner, method, and means of providing the Work. Contractor and its employees are not Owner 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 Contract.

6.12 Publicity

Neither Party may use the other party's name or trademarks for any purpose without the prior written consent of the other party.

6.13 Non-Discrimination and Equal Employment Opportunity

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

6.14 Dispute Resolution

Owner and Contractor agree to negotiate in good faith for up to 30 days from the date of notice of all disputes between them prior to exercising their rights under this Contract or under law. All disputes between Owner 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 Contract, each party shall pay all of their own attorney fees and costs related to the litigation.

6.15 Audit

Owner or its designated agent may audit Contractor's compliance with this Contract. Owner will provide Contractor with reasonable notice of an audit. Contractor will

provide Owner with access to its records related to this Contract upon Owner's reasonable request.

6.16 Assignment

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

6.17 Contract Amendment

Any amendments to this Contract must be in writing and signed by all Parties to this Contract.

6.18 Termination for Convenience

Owner may terminate this Contract at any time for convenience with 30 days prior notice. Owner will pay Contractor for all Work Orders as completed up to the date of termination for convenience and any minimum payment that may be due under the Contract. A decision by Owner to terminate for convenience does not waive any legal rights Owner has to enforce the Contract. See Exhibit A for additional detail regarding termination for convenience for Facility Construction.

6.19 Termination for Cause

A Party may terminate for material breach of this Contract. The nonbreaching Party will provide a Notice to Cure letter and a cure period of at least 5 business days or, if the material breach is incapable of cure in the nonbreaching Party's reasonable discretion, it may terminate the Contract immediately upon written notice to the other Party. Material breach expressly includes but is not limited to:

1. Owner's failure to timely pay Contractor;
2. Contractor's failure to engage in Work in a timely manner to ensure Substantial Completion of the Work within the Contract Time;
3. Contractor's failure to replace or correct Work that does not conform to the Contract;
4. Contractor's failure to supply skilled workers or proper materials or equipment;
5. Contractor's failure to timely pay its employees or subcontractors;
6. Contractor's failure to comply with Applicable Law.

See Exhibit A for additional detail regarding termination for cause for Facility Construction.

6.20 Waiver and Remedies

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

6.21 Debarment and Suspension

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

6.22 Entire Agreement; Order of Precedence

The Contract Documents, as detailed below are part of this Contract and form the entire agreement between the Parties related to the Project and supersede any other agreement or discussion between them, whether written or oral in nature. The Contract Documents consist of the following documents in the following order of precedence:

1. Amendments to the Contract
2. Job Order Contract
3. RS Means Data
4. Permits Related to Work
5. Job Order Contract Purchase Order
    a. Specifications
    b. Detailed Scope(s) of Work
    c. Work Order Proposals
    d. Drawings
6. Request for Proposal 57-25
7. Successful Proposer's Proposal

6.23 Notices

All notices under this Contract may be hand delivered, or mailed in the U.S. Mail, postage paid with return receipt or by certified mail or sent by electronic mail with return receipt requested and confirmed, and effective on the delivery date. Notices must be addressed to:

For City:

If by mail or email: City of Vancouver, Attn: Anna Vogel, Procurement Manager, P.O. Box 1995, Vancouver, WA 98668 Email to: anna.vogel@cityofvancouver.us

If by in person delivery: City of Vancouver, Attn: Anna Vogel, Procurement Manager, 415 W 6th Street, Vancouver, WA 98660

For Service Provider:

Name: Joe Stotz
Address: 12013 NE 99th Street, Suite 1630
City, State, Zip: Vancouver, WA 98682

Email: joe@halbertconstruction.com

Owner and Contractor enter the Contract by their signatures below as of the Effective Date.

CITY OF VANCOUVER A municipal corporation	CONTRACTOR: Halbert Construction Services LLC
Lon Pluckhahn, City Manager	Signature
Date	Printed Name /Title
Attest:	Date
Natasha Ramras, City Clerk	
Approved as to form:	



CITY OF VANCOUVER
JOB ORDER CONTRACT
FOR GENERAL CONSTRUCTION

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EXHIBITS
General Conditions for Facility Construction

This Job Order Contract ("Contract"), effective on [DATE] ("Effective Date") is entered by the City of Vancouver, Washington, a Washington municipal corporation ("Owner") and SDB, Inc. an Arizona, Corporation ("Contractor"). Together, the City and Contractor are the "Parties" or individually a "Party". Terms capitalized in this Contract but undefined in Section 1 Definitions have the meaning given them in Exhibit A.

RECITALS

A. Owner has determined this Contract will benefit the public by providing an effective means of reducing the total lead-time and cost for the construction of public works projects for repair and renovation required at public facilities through the use of unit price books and work orders by eliminating time-consuming, costly aspects of the traditional public works process, which require separate contracting actions for each small project, in compliance with RCW 39.10.420.
B. This Contract is entered into under 39.10.430 – Job Order Procedure.
C. Owner desires to engage Contractor to perform job order contracting under this Contract, which is a fixed period, indefinite quantity delivery order contract that provides for the use of work orders for public work as defined in RCW 39.04.010 and as described in this Contract ("Work Order," "Detailed Scope of Work," or "Projects" as further defined below);
D. Owner will issue work to Contractor on the basis of work orders issued under Request for Proposal No. 57-25 ("RFP"), Contractor's responsive proposal to the RFP, City Council's approval on [date] of Staff Report No. ##-##, and this Contract.

AGREEMENT

The Parties agree as follows:

DEFINITIONS

The following definitions apply to this Contract as well as the definitions in the General Conditions, as defined below:

Adjustment Factor - Contractor's competitively proposed price adjustment to the Unit Prices as published in RS Means Data. Contractor's Adjustment Factor must be determined in compliance with Article 4.3.

City Data - Data that Owner provides to Contractor in connection with the Project and any data generated by Contractor in connection with the Project. Owner owns all City Data. Owner licenses City Data to Contractor solely for the purposes of providing the Project to Owner. Contractor shall not use City Data for any other purpose.

Detailed Scope of Work - A document detailing the Work the Contractor is obligated to complete for a Work Order.

Estimated Annual Value - An estimate of the value of Work Orders that could be issued by the Owner each year.

General Conditions – the General Conditions for Facility Construction in the City of Vancouver attached as Exhibit A, which will be the default Specifications under any Work Order, unless otherwise specified on the Work Order. Certain terms in the General Conditions may be referenced in this Contract and therefore Owner includes the General Conditions as Exhibit A. The Specifications applicable to any Work Order will be those Specifications Owner includes with that Work Order.

Joint Scope Meeting - A meeting to discuss the proposed work before the Detailed Scope of Work is finalized.

Maximum Contract Value - The maximum value of Work Orders Contractor may receive under this Job Order Contract.

Minimum Contract Value - The minimum value of Work Orders Contractor is guaranteed the opportunity to perform under this Job Order Contract.

Non Pre-priced Task - A task that is not set forth in RS Means Data.

Normal Working Hours - From 7:00 a.m. to 6:00 p.m. Monday through Friday, except for Owner holidays as stated in VMC 2.40.020.

Notice to Proceed - A written notice issued by the Owner stated on the Purchase Order directing the Contractor to proceed with the Work Order, which is the first day of the Work Order Completion Time.

Open Contract Sum - The total sum of all uncompleted Work Orders.

Other than Normal Working Hours - From 6:01 p.m. to 6:59 a.m. Monday through Friday and all day Saturday, Sunday, and Owner Holidays.

Pay Estimate - Documents the amount Owner and Contractor agree Owner will pay Contractor for the Work completed to date on a Work Order

Pre-priced Task - A task described in RS Means Data with an associated Unit Price.

Project - The collective improvements Contractor is responsible for constructing pursuant to a Work Order or a Work Order series.

Purchase Order – A Purchase Order is issued after Owner approves Contractor's Detailed Scope of Work. A Purchase Order includes Owner's Notice to Proceed.

Request for Work Order Proposal - A written request to the Contractor to prepare a Work Order Proposal for a proposed Detailed Scope of Work.

RS Means Data - A proprietary database that provides comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price.

Specifications - The portion of the Contract consisting of the written requirements for contract administration, materials, equipment, systems, standards and workmanship for the Work Order, and performance of related services. Owner may provide the General Conditions, the Washington State Department of Transportation Standard Specifications, or other terms as Specifications for a Work Order.

Supplemental Work Order - A secondary Work Order that is developed after the initial Work Order has been issued for the purpose of changing, deleting, or adding work to the initial Detailed Scope of Work, or changing the Work Order Completion Time.

Subcontractor – An individual, partnership, firm, corporation, or joint venture to whom Contractor subcontracts any portion of the Work.

Unit Price - The price published in RS Means Data for a specific type of construction or construction-related work task. Each Unit Price is comprised of labor, equipment, and material costs to accomplish that specific Pre-priced Task.

Work – The work to be performed by Contractor as described in a consecutively numbered Detailed Scope of Work.

Work Order - A written order issued by the Owner requiring Contractor to complete the Detailed Scope of Work within the Work Order Completion Time for the Work Order Price. The content of a Work Order is defined in this Contract and the General Conditions. A Project may consist of one or more Work Orders.

Work Order Completion Time - The time frame in which the Contractor must complete the Detailed Scope of Work, which begins upon issuance of the Notice to Proceed and ends on the date stated in the Detailed Scope of Work.

Work Order Price - The value of the approved Work Order Price Proposal. Work Order Price is equal to the amount the Contractor will be paid for completing the Work Order. Work Order Price is identical to the Contract Sum

Work Order Price Proposal – Contractor's price proposal including the Pre-priced Tasks, Non-Pre-priced Tasks, quantities, and Adjustment Factors required to complete the Detailed Scope of Work.

Work Order Proposal - Documents prepared by Contractor and submitted to Owner including: (a) Work Order Price Proposal; (b) required drawings or sketches; (c) list of anticipated subcontractor(s); (d) construction schedule; and (e) any other Owner-requested documents.

Work Order Request - An order issued by Owner to Contractor requesting a price for a proposed scope of work to be performed pursuant to a Work Order issued under this Work Order Contract.

ARTICLE I: CONTRACTOR ACCEPTANCE

1.1 Contract Type

This is an indefinite delivery, indefinite quantity (IDIQ) Contract under which Contractor may perform an ongoing series of individual Projects at different locations throughout the City. The Contract includes RS Means Data containing construction tasks with preset Unit Prices.

1.2 Contractor Obligations

Contractor shall provide all material, labor, tools, equipment, apparatus, facilities, and any other item necessary to perform and complete the Work as required by the Purchase Order and Detailed Scope of Work for each Work Order.

1.3 Contractor Representations and Warranties

Contractor represents and warrants it shall:

1. Cooperate with Owner through every phase of the Work and use Contractor's best skill, efforts and judgment in furthering the interests of Owner;
2. Provide efficient business administration and supervision;
3. Make best efforts to provide an adequate supply of workers and materials at all times;
4. Perform the Work in the best way and most expeditious and economical manner consistent with the interests of Owner. Contractor shall cooperate with Owner to ensure the Project is timely completed within the budget for the Work Order. Contractor shall revise materials, methods, estimates and schedules as necessary to perform and complete the Work consistent with the Work Order Completion Time as adjusted by any Supplemental Request.

1.4 Submittal of Requested Information

Contractor shall submit the following information in a format acceptable to Owner pursuant RCW 39.10.460 upon Owner's request:

1. A list of Work Orders issued;
2. The cost of each Work Order;
3. A list of Subcontractors hired under each Work Order. Owner will use Subcontractor information to determine if Subcontractors are certified small, minority, women or veteran-owned businesses;
4. The cost of each subcontract under each Work Order;
5. A copy of the intent to pay prevailing wages and the affidavit of wages paid for each Work Order subcontract; and
6. Any other information requested.

ARTICLE II: WORK ORDER PROCEDURES

2.1 General

Owner will use JOC Contractors to perform general construction work including but not limited to, interior renovations, tenant improvements, interior mechanical, electrical, structural work as well as concrete work, asphalt paving, underground utilities, park trails and grounds, communication network installation, channelization, permanent signing and installation of certain electrical traffic control devices. Owner expects the average Work Order to be less than $100,000. Owner presents the expected average for information only and does not commit to offer Work Orders above the Minimum Contract Value as stated in Section 2.2.

2.2 Minimum Contract Value; Estimated Annual Value

Owner will compensate Contractor for Work Orders it issues under this Contract.

The Minimum Contract Value for this Contract is $10,000, which is Owner's sole obligation to Contractor under this Contract. Contractor is guaranteed to receive the opportunity to perform Work Orders totaling at least $10,000 during the of this Contract.

The Estimated Annual Value for each Contract is $3,000,000. Contractor may be issued Work Orders totaling up to the Estimated Annual Value during any year of the Contract. Because this is an estimate, Contractor is not guaranteed to receive this value of Work Orders.

2.3 Maximum Contract Value

The Owner may issue Work Orders up to the maximum amount specified in RCW 39.10.440(1) and the Maximum Contract Value may not exceed the statutory maximum. Under RCW 39.10.440(1) Owner may carry over any unused capacity from the previous year and add that value to the limit for the next year only. Maximum Contract Value excludes Washington state sales and use tax.

2.4 Maximum Work Order Value

Owner's maximum dollar amount for an individual Work Order is $350,000, exclusive of sales tax, which is more restrictive than the statutory cap stated in RCW 39.10.450. Owner will count all Work Orders for the same Project (including any Supplemental Work Orders) as a single Work Order for the purpose of the $350,000 limit.

Owner intends to use the JOC Contractors to perform general construction work including, but not limited to, interior renovations, tenant improvements, interior mechanical, electrical, structural as well as concrete work, asphalt paving, underground utilities, park trails and grounds, communication network installation, channelization, permanent signing and installation of electrical traffic control devices such as flashing

beacons and radar feedback signals. Owner expects the average Work Order to be less than $100,000. This expected average is presented for information only and is not a commitment.

2.5 Initiation of a Work Order

Owner will notify Contractor of a Project, schedule a Joint Scope Meeting and issue a Notice of Joint Scope Meeting as needed at Owner's discretion. Contractor must be available within 24 hours of the invitation to attend the Joint Scope Meeting. In cases of emergency Contractor may be required to attend a Joint Scope Meeting within an hour of Owner's request to be considered for the Work Order.

The Contractor shall attend the Joint Scope Meeting and discuss:

1. The general scope of the work;
2. Alternatives for performing the work and value engineering;
3. Access and protocol for admission to the Project Site;
4. Hours of operation;
5. Staging area;
6. Requirements for catalog cuts, technical data, samples and shop drawings;
7. Requirements for professional services, sketches, drawings, and specifications;
8. Construction duration;
9. Liquidated damages;
10. The presence of hazardous materials;
11. Date on which the Work Order Proposal is due;
12. Whether or not additional general or special conditions may apply to the Work Order.
13. Any other items the Parties desire to discuss.

Upon completion of the Joint Scope Meeting, Contractor will prepare a draft Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished within the time frame Owner provides to Contractor in writing. Owner will review the Detailed Scope of Work and may request changes or modifications. The Detailed Scope of Work will be the basis on which Contractor will develop its Work Order Proposal and Owner will evaluate the Work Order Proposal, except for any changes mutually agreed by the Parties. Contractor may not refuse to perform any task or any work in connection with a Work Order after the Notice to Proceed has been issued.

2.6 Preparation of a Work Order Proposal

1. Contractor's Work Order Proposal must include:
    a. Work Order Price Proposal;
    b. Required drawings or sketches;

c. List of anticipated subcontractors and material suppliers;
d. Construction schedule; preliminary and subject to change with the approval of Owner's project manager.
e. Other requested documents appropriate to the Work Order Proposal.

Owner will reject any Work Order Proposal that does not include 1(a)-(e). Contractor may submit additional relevant documents in its Work Order Proposal.

2. Contractor shall calculate the value of the Work Order Price Proposal by summing the total of the calculations for each Pre-priced Tasks (Unit Price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.
3. Contractor must use RS Means Data for at least 80% of items by dollar value.
4. Contractor shall prepare Work Order Price Proposals in accordance with the following:
   a. Pre-priced Tasks
   b. Non Pre-priced Tasks
   c. Documentation submitted in support of Non Pre-priced Tasks must include:
      i. Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.
      ii. If Contractor will perform the work with its employees, it must submit three independent quotes for all material to be installed and must, to the extent possible, use Pre-priced Tasks for labor and equipment from the RS Means Data.
      iii. If Contractor will subcontract the work associated with a Work Order, Contractor must submit independent quotes from three subcontractors. Contractor shall not submit a quote or bid from any supplier or subcontractor that Contractor is not prepared to use. Owner may require additional quotes and bids if Contractor's proposed suppliers or subcontractors are not acceptable to Owner or if the stated prices are unreasonable.
      iv. Contractor shall calculate the final price submitted for Non Pre-priced Tasks using the following formula:

For Non Pre-priced Tasks Performed with Contractor's Own Employees:

A = The hourly rate for each trade classification not in RS Means Data multiplied by the quantity;
B = The rate for each piece of equipment not in RS Means Data multiplied by the quantity;
C = Lowest of three independent quotes for all materials.

Total for Non Pre-priced Tasks performed with Contractor's Own Employees = (A+B+C) x Non Pre-Priced Task Adjustment Factor.

For Non Pre-priced Tasks Performed by Subcontractors:

Contractor must submit three independent quotes for the Work if the Non Pre-priced Task will be subcontracted.

D = Lowest of three Subcontractor Quotes

Total Cost for Non Pre-priced Tasks performed by Subcontractors = D x Non Pre-Priced Task Adjustment Factor

v. After a Non Pre-priced Task is used on two Work Orders and with Owner's written approval the Unit Price for the task will be established and fixed as a permanent Non Pre-Priced Task, which will no longer require price justification.

vi. Owner's determination as to whether a task is a Pre-priced Task or a Non Pre-priced Task is final, binding and conclusive as to Contractor.

5. If the cost of a minor task in the Work Order Price Proposal is less than the cost of the actual labor and material to perform the task, the Owner may permit Contractor to be paid for the task as a Non Pre-priced Task or use Pre-priced labor tasks and material component pricing to cover the actual costs incurred. To be paid as a Non Pre-priced Task under this section, there must be no other work for the trade performing the task, or the trade's work cannot be scheduled at the same time on the Project, and the final charge for the task must not exceed $1,000.
6. The Contractor shall provide incidental engineering and architectural services as required by a Work Order.
7. Contractor shall obtain all filings and permits required for the Work, and obtain or prepare all drawings, sketches, calculations and other documents and information required. Owner will reimburse Contractor's application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the City, State of Washington, or other governmental or regulatory agency as a Reimbursable Task without mark-up. Contractor must provide a written receipt of its payment. Costs for expediting services or equipment use fees are not reimbursable. Owner may pay the filing or permit fees through a City funds transfer to keep these fees out of the Work Order costs and will notify Contractor if it intends to pay through this method.
8. Contractor's Work Order Proposal must be submitted by the date stated on the Request for Work Order Proposal. Owner will reject incomplete Work Order Proposals. The time Owner provides for preparation of Contractor's Work Order Proposal will depend on the complexity and urgency of the Work Order but averages

between seven and fourteen days. On complex Work Orders, such as Work Orders requiring incidental engineering/architectural drawings and approvals and permits, Owner will include time for preparation and submittal of necessary documents.

9. In emergency situations requiring immediate completion, Owner may require the Work Order Proposal be expedited and will state the same on the Request for Work Order Proposal or, as described below, Owner may direct Contractor to begin work immediately with the paperwork to follow. Contractor agrees that all Work issued under this Section is subject to this Job Order Contract.
10. Contractor shall complete the Work in the Detailed Scope of Work in accordance with the Request for Work Order Proposal at the price submitted if Contractor submits a Work Order Proposal to Owner. It is Contractor's responsibility to include the necessary tasks and quantities in the Work Order Price Proposal and apply the appropriate Adjustment Factor(s) prior to delivering it to Owner.
11. If Contractor requires clarifications or additional information regarding the Detailed Scope of work to prepare the Work Order Proposal, the request must be submitted so that the submittal of the Work Order Proposal is not delayed.

2.7 Review of the Work Order Proposal and Issuance of the Work Order

1. Owner will evaluate the entire Work Order Price Proposal and compare these with Owner's estimate of the Detailed Scope of Work to determine the reasonableness of approach, including the appropriateness of the tasks and quantities proposed.
2. Contractor may choose the means and methods of construction. Owner may reject means and methods proposed by Contractor that:
   a. Will constitute or create a hazard to the Work, persons, or property;
   b. Will prevent completion of the Work in accordance with the terms of the Contract; or
   c. Unnecessarily increases the price of the Work Order when reasonable alternative means and methods are available.
3. Owner may reject a Work Order Proposal or cancel a Project in its discretion. Owner may perform the work by other means. Contractor may not seek recovery of any costs arising out of or related to development of the unissued, rejected, or cancelled Work Order, including costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare: a Work Order Proposal (including incidental architectural and engineering services), subcontractor costs, and its costs to review the Work Order Proposal with Owner.
4. Upon submission of a Work Order Proposal to Owner, Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Work Order Proposal at the lump sum price submitted. Contractor must include the necessary Pre-priced Tasks and Non Pre-priced Tasks and quantities in the Work Order Price Proposal before delivering it to Owner.

5. Each Work Order Owner provides to Contractor will reference the Detailed Scope of Work and set forth the Work Order Price and the Work Order Completion Time. The terms of this Contract apply to each Work Order. Owner accepts Contractor's Work Order Proposal by signing and delivering to Contractor the Work Order.
6. *Emergencies*. Contractor shall follow the alternative procedures established by the Owner if immediate emergency response is necessary for any Work. The Contractor shall begin work as directed by Owner notwithstanding the absence of a fully developed Request for Work Order Proposal, Detailed Scope of Work, or Work Order. Owner will compensate Contractor for the Work as if the Work had been ordered using non-emergency procedures.

2.8 Work Order Performance

Upon issuance of a Work Order, Contractor shall work with the assigned project manager to complete the Work.

Contractor shall provide full documentation to Owner of all Work, including but not limited to: weekly meeting notes during construction, inspection reports, a comprehensive monthly summary report including status of all uncompleted Work Orders, punch-list reports as needed, as-built drawings and related items, and any other reporting Owner requires or requests.

During the Work, Contractor will be required to submit on a monthly basis in a format acceptable to Owner, a full cost-accounting report of the status of all expenses and individual budget items for each Work Order, as well as quarterly reports of year-to-date and Term-to-date Contract expense.

2.9 Quality Control

Contractor is solely responsible for quality control. Contractor shall establish and maintain an effective quality control system throughout the Contract Time. The Quality Control (QC) system shall consist of plans, procedures, and organization necessary to provide materials, equipment, workmanship, fabrication, construction and operations that complies with Work Order requirements. Contractor shall review the Work and certify it as correct, complete, and in compliance with the Contract at Substantial Completion.

2.10 Permits, Licenses, and Notices

Unless otherwise provided in the Work Order, Contractor shall obtain all permits, licenses, and inspections necessary to complete the Work. Owner will pay the applicable permitting authority directly for the cost of any building permit. Contractor shall pay for all other permits. Contractor shall deliver the approved, signed permits to Owner prior to Final Acceptance. Contractor shall comply with and give the notices applicable to performance of the Work and required by Applicable Law.

2.11 Access to Work

1. Work Access. Contractor shall provide Owner and its agents access to the Work at all times and Contractor shall provide facilities for access so that the Owner, and its agents may perform necessary functions required by the Work Order documents.
2. Inspection Access. Contractor shall notify Owner and its agents of all inspections to ensure Owner or its agents may attend to observe the inspection. Contractor shall provide certificates of inspection to Owner as applicable.

ARTICLE III: PRICING OF THE WORK

3.1 General

Contractor shall furnish all supervision, labor, materials, tools, supplies, equipment and transportation to perform all operations necessary and required in accordance with the terms and conditions of the Contract, and as further specified in individual Work Orders. Contractor shall provide its pricing in a spreadsheet exported from RS Means Data.

3.2 Work Order Price

Contractor shall determine pricing of the Work Order as follows: Contractor will use RS Means Data to provide the unit price for any item related to the Work Order Proposal. The price (unit price x quantity x Adjustment Factor) is the total amount Owner will pay Contractor for self-performed items or subcontractor-performed items. Contractor must include cost for building permits, inspection fees, utility hookup fees, and other jurisdictional fees as separate line items on the Work Order Proposal.

3.3 Contractor's Adjustment Factors

The Adjustment Factor for Work performed during Normal Working Hours is 1.27 for this Contract. The Adjustment Factor is fixed for a period of one year and may be adjusted pursuant to the (Engineering News-Record Construction Cost Index (ENR CCI Index) according to the 20-city national average. The Adjustment Factor for Work performed during Other than Normal Working Hours is 1.33. Contractor represents and warrants Contractor has determined its Adjustment Factor in good faith and incorporated the following business costs, construction costs, and price variations into it.

1. Business costs in the Contractor's Adjustment Factors include:
   a. Overhead costs, including, but not limited to: home office overhead, insurance, bonds, and indemnification, Project meetings, training, management and supervision, mobilization and close-out for the contract and each Work Order, and Project office staff and equipment.
   b. Profit.
   c. Subcontractor's overhead and profit.
   d. All taxes for which a waiver is not available, except for Washington sales tax (which will not be part of the Adjustment Factors but rather a separate line item on each Work Order). However, the use tax on materials pursuant to WAC 458-20-171 will be part of the Adjustment Factor(s).
   e. Employee or Subcontractor's wage rates to the extent those rates exceed the prevailing wage rates.
   f. Labor-related fringe benefits, payroll taxes, worker's compensation, insurance costs and any other payment mandated by law that exceeds Contractor's labor rate allowances.

g. Cost of financing the Work.
h. Business risks such as the risk of a lower-than-expected volume of Work, smaller than anticipated Work Orders, poor Subcontractor performance, and inflation or material cost fluctuations.

2. Construction costs in the Contractor's Adjustment Factors may include:
   a. Services required to obtain filings and permits.
   b. Preparation and modification of proposals, sketches, drawings, submittals, as-built drawings, CAD drawings, and other project records.
   c. Incidental engineering and architectural services.
   d. Office trailer and portable toilets for Contractor's use.
   e. Construction vehicles such as pick-up trucks, utility trucks, vans, flatbed trucks, tractors, trailers, etc.
   f. Storage devices or items such as gang boxes and containers for Contractor's tools, equipment and materials.
   g. Personnel safety equipment (e.g., hard hats, safety harnesses with lifeline or cabling, protective clothing, safety glasses, face shields, etc.), basic safety and warning signage, railings, minor barricades, tape, roping, cable, markings, cones; including traffic control cones, barrels and basic traffic signs, etc.
   h. Meeting Owner security requirements.
   i. Excess waste such as roofing, drywall, VCT, carpet, wall covering, ceiling tile, pipe, conduit, siding, concrete, etc. This list is merely descriptive of the types of construction materials that are typically sold in standard lengths, sizes and weights.
   j. Removing and returning Owner's furniture and furnishings (e.g. chairs, tables, pictures, etc. but excluding modular furniture, wall or ceiling attached or fastened devices or furnishings, safes or other furniture requiring disassembly).
   k. Sealing windows and other openings with plastic to contain construction dust and debris within the Work area.
   l. Daily clean-up.
   m. Final professional project clean-up.
   n. Costs resulting from inadequate supply of building materials, fuel, electricity, or skilled labor.
   o. Costs resulting from productivity loss.
   p. Working in extreme temperatures (at or above 90 or near freezing temperatures) or adverse conditions such as excessive rain, wind, sleet or snow.
   q. Differences in project size; complexity and location.
   r. All costs for other than discreet items of Work specifically required to complete a particular Work Order.

3. Price Variations include:
   a. Contractor may identify differences in labor, equipment and material costs due to certain economic factors. Variations in labor cost may also result from labor

efficiency, labor restrictions, working conditions or local work rules. Variations in material costs may also result from the quantity of material purchased, the existing relationship with suppliers, or that the materials have been discontinued or have become obsolete.

b. While diligent effort is made to provide accurate and reliable up-to-date pricing, it is the responsibility of the Contractor to review and analyze the unit prices, and to calculate their Adjustment Factors accordingly.

4. General Costs:
   a. This list is not exhaustive and is intended to provide general examples of cost items that may be included in the Contractor's Adjustment Factor as defined in the Contract.
   b. The only compensation to be paid to Contractor for the Unit Price tasks will be:

Published Unit Price	X	Installation (or Demolition) Quantity	X	Appropriate Adjustment Factor

   c. Owner will not make any additional payments. Contractor must include all costs not included in the Unit Prices in the Adjustment Factors.

3.4 Labor and Materials Bond and Performance Bond

Contractor shall file with Owner a labor and materials bond and a performance bond, on the forms provided by Owner, in the amount of $1,000,000 executed by itself as principal and by a surety company authorized, licensed to do business in the State of Washington. Contractor's bonds must comply with Applicable Law, including the provisions of chapter 39.08 RCW. The term of each Bond must be one year. In the event the Parties agree to exercise the Contract extension, the Contractor shall deliver a new labor and materials bond and a performance bond in the same manner.

3.5 Retainage

Pursuant to RCW 39.10.450(6), for purposes of chapters 39.08 (Contractor's Bond), 39.12 (Prevailing Wages On Public Works), 39.76 (Interest On Unpaid Public Contracts), and chapter 60.28 RCW (Interest On Unpaid Public Contracts), each Work Order issued shall be treated as a separate contract.

Owner shall administer retainage on this Contract in conformance with RCW 60.28.011 as adopted or amended during the Term.

3.6 Insurance

Contractor shall maintain liability insurance for all claims for damages to Owner, 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 must 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 must include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation, and maintenance of facilities under this Contract.	
Combined Single Limit	$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
Each Claim	$1,000,000
Annual Aggregate	$2,000,000
V. Builders Risk	
Builder's "All Risk" Property Insurance a. Coverage must include personal property of others in the care, custody, and control of the Contractor. Coverage must be written for 100% of the completed value. b. For additions or repairs of existing building structures, coverage must include Contractor's interest in improvements, repairs, additions, alterations to completed buildings and subject to items described in 4.6(V)(a).	$1,000,000

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

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

2. Coverage Trigger - Contractor's insurance must be on an "occurrence" basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.
3. Additional Insured Requirement - The City of Vancouver, its agents, representatives, officers, directors, elected and appointed officials, and employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements must 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.
4. Certificates - The City of Vancouver must be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to Owner 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.

3.7 Non-priced Items Not Provided in RS Means Data

Non-priced items are specific line items not provided in RS Means Data. Contractor shall submit Unit Prices for non-priced items that include reimbursement for all direct and indirect costs of the Work:

1. Direct costs for Labor and Materials: Owner may request up to three bids from sources acceptable to Owner.
2. Equipment Costs: If not found in the Unit Price Book, equipment charges shall be computed on the basis of actual invoice costs or if owned, from the current edition of one of the following sources: Associated General Contractors General Contractors Washington State Department of Transportation (AGC WSDOT) Equipment Rental Agreement; current edition; State of Washington Utilities and Transportation Commission for trucks used on highways; National Electrical Contractors Association for equipment used for electrical work; and Mechanical Contractors Association of America for equipment used on mechanical work.

Contractor shall use the Equipment Watch Rental Rate Blue Book for Cost Recovery as a basis for establishing rental rates of equipment not listed in the above sources.

3.8 Hours of Work

Unless specifically identified or amended in the issued Work Order, Contractor and Subcontractors shall perform Work during Normal Working Hours.

3.9 Payment of Labor

1. Contractor shall submit weekly/bi-weekly Certified Payrolls through the Washington State Department of Labor & Industries website at least monthly.

2. Contractor shall pay all laborers, workers, or mechanics it employes at least the prevailing wage rate in compliance with chapter 39.12 RCW. The State of Washington prevailing wage rates applicable for this Project, located in Clark County, are available online at the Department of Labor and Industries: https://secure.lni.wa.gov/wagelookup/rates/journey-level-rates. The date of the applicable Work Order determines the prevailing wage rate.
3. Prevailing wage rate disputes will be decided by arbitration through the Department of Labor and Industries of the State of Washington (L&I). The director's decision is final, conclusive, and binding on Owner and Contractor.
4. Contractor shall incorporate this Section 3.9.4 into any subcontracts and require Subcontractors to incorporate this Section 3.9.4 into their subcontracts. Contractor shall complete or have on file an approved "Statement of Intent to Pay Prevailing Wages" (Form L&I Number F700-029-000) for each Work Order, and Contractor must ensure Subcontractors complete or have on file an approved "Statement of Intent to Pay Prevailing Wages" (Form L&I Number F700-029-000) for each Work Order, before Owner will pay a Pay Estimate. Contractor and each Subcontractor must have an L&I approved "Affidavit of Wages Paid" form prior to payment of the final Pay Estimate for the Work. This form may be electronically filed at https://lni.wa.gov/licensing-permits/public-works-projects/contractors-employers/contractor-portal. Contractor shall pay the fee L&I charges for approval and certification and may not revise the Work Order Price if the fee changes after Owner issues the Work Order.
5. Contractor shall pay the prevailing wage rate to all workers delivering fill, sand, gravel, crushed rock, concrete, asphalt, or other similar materials and all workers removing any materials from the construction site are subject to the provisions of chapter 39.12 RCW and WAC 296-127-018. These materials are for specified future use under this Contract and pursuant to WAC 296-127-018, delivery and pick-up of the above listed materials constitutes incorporation.

3.10 Payment to the Contractor

Owner will make progress payments to Contractor within 30 days of receipt of the fully executed Pay Estimate if Contractor has fully performed under the applicable Work Order.

Every person performing labor or furnishing supplies toward the completion of a Work Order maintains a lien on funds reserved for Contractor's non-payment. The claimant must give notice as required by RCW 39.08.030 and within the time provided in chapter 60.28 RCW.

Contractor shall submit invoices to Owner covering both professional fees and Project expenses, as applicable. Owner may correct any invoices paid in error according to applicable Work Order rates. Owner and Contractor agree that any amount paid in error

by the Owner does not constitute a rate change for the Contract. Contractor shall reference the applicable purchase order number on the Notice to Proceed on any invoice Contractor submits for payment.

ARTICLE IV: CONTRACT TERM, COMMENCEMENT, COMPLETION, AND LIQUIDATED DAMAGES

4.1 Contract Term

The initial term of this Contract is two years. The Parties may agree in writing to extend the Contract for one additional year ("Renewal Term") in compliance with RCW 39.10.440(2). The Renewal Term must be priced as provided in Contractor's Request for Proposal and agreed in writing by the Parties at least 30 days before the first day of the Renewal Term. The initial term and optional Renewal Term are the "Term."

4.2 Commencement Date for Work Orders

The commencement of Work Order Completion Time shall be the date of the Notice to Proceed. Any preliminary work started or material ordered or purchased before receipt of the Notice to Proceed shall be at the risk and expense of Contractor.

4.3 Completion Date for Work Orders

Each Work Order will specify the Physical Completion Dates (as defined in the General Conditions) for the Work. The Contractor shall attain Physical Completion no later than the date established in the applicable Work Order.

4.4 Liquidated Damages

Owner will specify in a Work Order any liquidated damages that may arise for failure to attain either Substantial Completion or Physical Completion.

ARTICLE V: SUBCONTRACTING

5.1 Statutory Requirements

1. Contractor shall subcontract at least 90% of the Work performed under this Contract to entities other than the Contractor, including subsidiaries of the Contractor or Joint Venture member in compliance with RCW 39.10.440(4).
2. Contractor shall distribute subcontracted work as equitably as possible among qualified and available subcontractors including minority and woman-owned subcontractors to the extent permitted by law as demonstrated on the subcontractor and supplier project submission and shall limit subcontractor bonding requirements to the greatest extent possible in compliance with RCW 39.10.440(4).
3. Contractor shall publish notification of intent to perform public work projects at the beginning of each contract year in a statewide publication and in a legal newspaper of general circulation in every county in which the public work projects are anticipated in compliance with RCW 39.10.440(5). Contractor is encouraged to post the notification of intent to perform public work projects in other areas, such as websites for business associations, the office of minority and women's business enterprises, and other locations and mediums that will further publicize subcontractor opportunities.
4. Contractor shall pay prevailing wages for all work that would otherwise be subject to the requirements of chapter 39.12 RCW in compliance with RCW 39.10.440(6). Prevailing wages for all work performed pursuant to each Work Order must be the rates in effect at the time the individual Work Order is issued.
5. Owner shall not issue a work order under this Contract until it approves, in consultation with the Office of Minority and Women's Business Enterprises a plan prepared by the Contractor that equitably spreads certified women and minority business enterprise subcontracting opportunities among the various subcontract disciplines in compliance with RCW 39.10.450(5) to the extent permitted by RCW 49.60.400, in compliance with RCW 35.22.650, Contractor agrees that Contractor shall actively solicit the employment of minority group members. Contractor further agrees that Contractor shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of the Contractor's compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses to the extent permitted by RCW 49.60.400. The Contractor shall be required to submit evidence of compliance with this section as part of the bid.

5.2 Subcontractor Responsibility Criteria

The requirements of this section apply to all subcontractors regardless of tier. Contractor shall pass through Article 5 Section 5.2 to all subcontractors and require those subcontractors to pass through Section 5.2 to their respective subcontractors.

Contractor shall verify that each of its subcontractors meets the following bidder responsibility criteria prior to subcontract execution:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. As applicable, have:
    a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
    b. A Washington Employment Security Department reference number, as required in Title 50 RCW;
    c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    d. An electrical contractor license, if required by chapter 19.28 RCW;
    e. An elevator contractor license, if required by chapter 70.87 RCW.
4. Not be disqualified from bidding on any public work contract under RCW 39.06.010 or 39.12.065(3).
5. Have received training on the requirements related to public work and prevailing wage under chapter 39.04 RCW and chapter 39.12 RCW;
6. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

ARTICLE VI: MISCELLANEOUS

6.1 Cooperative Purchasing

The Washington State Interlocal Cooperation Act, chapter 39.34 RCW ("ICA"), authorizes public agencies to cooperatively purchase goods and services if all parties agree. By executing this Contract, Contractor agrees that other public agencies may purchase goods and services under this Contract at their own cost in compliance with the ICA. City will have no liability or obligation to Contractor related to that separate agency agreement. Agencies that intend to cooperatively purchase from this Contract must have an interlocal agreement with the Owner that expressly authorizes the agency's use of this Contract; no separate interlocal cooperative purchasing agreement may be relied on to use this Contract.

6.2 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 effective date of the Contract. Contractor shall ensure all Contractor employees and subcontractors are eligible to work in the United States. Contractor shall provide compliance verification upon Owner's request.

6.3 Contractor and Subcontractor Employee Working Hours

Contractor shall comply with and shall ensure its Subcontractors comply with chapter 39.12 RCW, 49.28.065 RCW, WAC 296-127.022 and any other Applicable Law regarding the number of hours per day an employee may work on a public works project.

6.4 Equal 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.

6.5 Indemnification

Contractor shall indemnify, defend if requested by Owner, and hold harmless Owner 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) Contractor's negligence or willful misconduct; (b) Contractor's material breach of the Contract; (c) Contractor's non-compliance with Applicable Law; (d) 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.

Owner will promptly notify Contractor of a claim under this Section X 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 that admits Owner liability or impacts Owner rights without Owner's prior written consent. Notwithstanding the preceding sentence, Owner may participate in the defense or settlement of any claim with counsel of its own choosing.

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

If Contractor's employee is a licensed architect, professional engineer, land surveyor, or landscape architect, 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).

6.6 Deliverables – Intellectual Property

Contractor may create documents or other work product in connection with providing the Work ("Deliverables"). Contractor assigns and will assign to Owner all right, title, and interest in and to any Deliverables it creates in connection with providing the Work. 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.

6.7 Public Disclosure Compliance

Records relating to Contract are subject to the following:

1. **Confidential Information**. Any record of Owner business, including this Contract, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). Owner may be required to disclose this Contract or related records, including records in Contractor's possession, pursuant to a public disclosure request. Owner will provide third-party

notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. Owner 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.

2. **Trade Secrets/Proprietary Information Exemption**. Pursuant to RCW 39.10.470(2), Contractor must specifically identify trade secrets and proprietary information in its documents and state in writing the reasons why protecting that information from disclosure is necessary if Contractor would like trade secrets or proprietary information to be exempt from chapter 42.56 RCW.

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

4. **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.

5. **City Data Confidentiality**. Notwithstanding Section 8.1-4, Contractor will maintain the confidentiality of all City Data in its possession in compliance with Section 8.

6.8 Permits, Licenses, Certifications

Contractor is responsible for obtaining 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 Contract, 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.

6.9 Governing Law

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

6.10 Compliance with the Law

The Parties shall comply with all applicable federal, state, and local laws, rules, and regulations ("Applicable Law"). Contractor shall modify the Services as necessary to comply with Applicable Law.

6.11 Relationship of the Parties

The relationship of the Parties under this Contract is that of independent contractors. Contractor is solely responsible for the manner, method, and means of providing the Work. Contractor and its employees are not Owner 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 Contract.

6.12 Publicity

Neither Party may use the other party's name or trademarks for any purpose without the prior written consent of the other party.

6.13 Non-Discrimination and Equal Employment Opportunity

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

6.14 Dispute Resolution

Owner and Contractor agree to negotiate in good faith for up to 30 days from the date of notice of all disputes between them prior to exercising their rights under this Contract or under law. All disputes between Owner 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 Contract, each party shall pay all of their own attorney fees and costs related to the litigation.

6.15 Audit

Owner or its designated agent may audit Contractor's compliance with this Contract. Owner will provide Contractor with reasonable notice of an audit. Contractor will

provide Owner with access to its records related to this Contract upon Owner's reasonable request.

6.16 Assignment

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

6.17 Contract Amendment

Any amendments to this Contract must be in writing and signed by all Parties to this Contract.

6.18 Termination for Convenience

Owner may terminate this Contract at any time for convenience with 30 days prior notice. Owner will pay Contractor for all Work Orders as completed up to the date of termination for convenience and any minimum payment that may be due under the Contract. A decision by Owner to terminate for convenience does not waive any legal rights Owner has to enforce the Contract. See Exhibit A for additional detail regarding termination for convenience for Facility Construction.

6.19 Termination for Cause

A Party may terminate for material breach of this Contract. The nonbreaching Party will provide a Notice to Cure letter and a cure period of at least 5 business days or, if the material breach is incapable of cure in the nonbreaching Party's reasonable discretion, it may terminate the Contract immediately upon written notice to the other Party. Material breach expressly includes but is not limited to:

1. Owner's failure to timely pay Contractor;
2. Contractor's failure to engage in Work in a timely manner to ensure Substantial Completion of the Work within the Contract Time;
3. Contractor's failure to replace or correct Work that does not conform to the Contract;
4. Contractor's failure to supply skilled workers or proper materials or equipment;
5. Contractor's failure to timely pay its employees or subcontractors;
6. Contractor's failure to comply with Applicable Law.

See Exhibit A for additional detail regarding termination for cause for Facility Construction.

6.20 Waiver and Remedies

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

6.21 Debarment and Suspension

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

6.22 Entire Agreement; Order of Precedence

The Contract Documents, as detailed below are part of this Contract and form the entire agreement between the Parties related to the Project and supersede any other agreement or discussion between them, whether written or oral in nature. The Contract Documents consist of the following documents in the following order of precedence:

1. Amendments to the Contract
2. Job Order Contract
3. RS Means Data
4. Permits Related to Work
5. Job Order Contract Purchase Order
    a. Specifications
    b. Detailed Scope(s) of Work
    c. Work Order Proposals
    d. Drawings
6. Request for Proposal 57-25
7. Successful Proposer's Proposal

6.23 Notices

All notices under this Contract may be hand delivered, or mailed in the U.S. Mail, postage paid with return receipt or by certified mail or sent by electronic mail with return receipt requested and confirmed, and effective on the delivery date. Notices must be addressed to:

For City:

If by mail or email: City of Vancouver, Attn: Anna Vogel, Procurement Manager, P.O. Box 1995, Vancouver, WA 98668 Email to: anna.vogel@cityofvancouver.us

If by in person delivery: City of Vancouver, Attn: Anna Vogel, Procurement Manager, 415 W 6th Street, Vancouver, WA 98660

For Service Provider:

Name: Angeline Schmidt
Address: 1800 NE Cornelius Pass Road
City, State, Zip: Hillsboro, OR 97124

Email: Angie.schmidt@sdb.com

Owner and Contractor enter the Contract by their signatures below as of the Effective Date.

CITY OF VANCOUVER A municipal corporation	CONTRACTOR: SDB, Inc.
Lon Pluckhahn, City Manager	Signature
Date	Printed Name /Title
Attest:	Date
Natasha Ramras, City Clerk	
Approved as to form:	

Staff Report: 235-25

To: Mayor and City Council
From: City Manager
Date: December 1, 2025

Subject
Approval of 2026 City Council Meeting Schedule

Key Points

- Council Policy 100-32 (City Council Meetings) calls for the annual Council meeting schedule to be approved by the City Council.
- The annual meeting schedule identifies all Regular Council meetings and Community Forums, as well as scheduled holidays and breaks.
- Due to the renovation of the City Council chambers, a modified schedule is proposed for the months of February through April 2026, with regular scheduling proposed to start in May 2026, subject to successful completion of the project.
- Following Council adoption of the meeting schedule, City staff will publicly notice the full schedule and post the annual calendar on the City's website.

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

Present Situation
City staff develops and publishes the annual Council meeting schedule and calendar every fall for the following year. Council Policy 100-32 includes a provision for Council adoption of the upcoming annual Council meeting schedule by the first meeting of December of each year. The annual schedule identifies the date, time and type of each Council meeting, as well as any Mondays when the Council will not meet. The specific time and topic for each workshop will be identified on the published agenda for a given meeting date.

City Council Chambers Renovation Project
The Council Chambers will be undergoing a renovation of the technology and room infrastructure to improve accessibility, inclusivity and security. The project is expected to begin in February 2026 and last throughout April 2026. Due to the project, City Council workshops and meetings will be held in the Aspen room located within City Hall on the first floor at 415 W. 6th Street.

The Aspen room is a multipurpose room utilized frequently throughout the work week for a variety of events, including boards and commissions, training and large staff meetings. Each of these events requires different equipment, technology and furniture set up for the room. While the Aspen room is an appropriate alternate location for Council meetings during the Chambers construction project, it requires a substantial amount of technology and furniture adjustments that will be set up on Monday afternoons and taken down on Tuesday mornings to accommodate other uses in the room for the rest of the week.

To help reduce staff time associated with weekly meeting setup and tear-down during the construction period, the number of City of Council meetings may be minimized when agendas allow. Two options are proposed for the 2026 agenda schedule to help accommodate this impact as outlined below.

Option 1 - 2026 Agenda Proposed Schedule – Community Communication Forum During Regular Meetings Once Per Month; Community Forum Once Per Quarter

For option 1, the proposed 2026 Council schedule includes 33 regular Council meetings, 8 Community Communication Forums held during regular Council meetings, and four additional Community Forums. The monthly Community Communication Forum will be held as part of a regular meeting during the months when a quarterly Community Forum is not already scheduled. The Council schedule would be shortened by one meeting in February, March, and April. A Council meeting would not be scheduled on Feb. 9, March 9, and April 20. Quarterly Community Communication Forums will be held for up to 90 minutes, as announced and noticed.

Option 2 - 2026 Agenda Proposed Schedule – Community Communication Forum Every Other Meeting

For option 2, the proposed 2026 Council schedule includes 37 regular Council meetings and 19 Community Communication Forums, which would be held every other meeting during a regular Council meeting. The Council schedule is shortened by one meeting in February, March, and April. A Council meeting is not scheduled for Feb. 9, March 9, and April 20.

For both options, all other Council meetings would be regularly scheduled. If there is a change to the project's construction timeline, staff will return with an update and any necessary updates to the scheduling to the Council. All City Council meetings will begin at 6:30 p.m., according to Council Policy 100-32. Workshops will be held between 4:00 p.m. and 6:00 p.m., unless otherwise noted on the published agenda.

City Council Policy 100-32, City Council Meetings, Section 5.1, Meetings Schedule

As part of this agenda process, a motion is included within this staff report to hold in abeyance section 5.1 of City Council Policy 100-32, City Council Meetings, during the construction period of the Council Chambers. Specifically, this provision, called Meetings Schedule, outlines that meetings are held on the “first, second, third and fourth Mondays of a month”, and the two options for consideration within this staff report have a shortened Council schedule during the months of February, March and April. Thus, a motion is inserted into the staff report to hold in abeyance this specific provision of the policy.

Advantage(s)

1. Provides Council with an opportunity to review options for consideration of the annual meeting schedule.
2. Increase transparency and public awareness of when the Council regularly meets.

Challenge(s)

None

Budget Impact

None

Prior Council Review

October 20, 2025, Workshop – City Hall FY 25-26 Capital Projects Overview

Action Requested

On Monday, December 1, 2025:

1. Hold in abeyance the requirements of City Council Policy 100-32, section 5.1., Meeting Schedule, pending the conclusion of the construction of City Council chambers.
2. Approve either Option 1 or Option 2 for the 2026 annual Vancouver City Council meeting schedule and return with any necessary updates, if needed, to policy 100-32, section 10.11, Community Forum, at a later date.

Staff Contact

Lisa Brandl, Deputy City Manager, Tatyana Willburn, Executive Assistant to the City Manager and Administrative Supervisor, lisa.brandl@cityofvancouver.us, tatyana.willburn@cityofvancouver.us

Attachments:

1. Option 1 - 2026 Council Meeting Schedule
2. Option 2 -2026 Council Meeting Schedule

2026 Vancouver City Council Meeting Schedule

Option 1 - *Community Communication Forum During Regular Meetings 1x Month; Community Forum 1x Quarter*

Date	Meeting Explanation	Start Time	Workshop Time *(subject to change)*
1/5/2026	Regular Meeting	6:30 p.m.	4-6 p.m.
1/12/2026	Regular Meeting	6:30 p.m.	4-6 p.m.
1/19/2026	*No Meeting - holiday (Rev Dr Martin Luther King Jr Day)*		
1/26/2026	Regular Meeting with a Community Communication Forum	6:30 p.m.	4-6 p.m.
2/2/2026	Regular Meeting	6:30 p.m.	4-6 p.m.
2/9/2026	*No Meeting*	.	
2/16/2026	*No Meeting - holiday (Presidents Day)*		
2/23/2026	Regular Meeting with a Community Communication Forum	6:30 p.m.	4-6 p.m.
3/2/2026	Regular Meeting	6:30 p.m.	4-6 p.m.
3/9/2026	*No Meeting*		
3/16/2026	Regular Meeting	6:30 p.m.	4-6 p.m.
3/23/2026	Community Forum	6:30 p.m.	N/A
3/30/2026	*No Meeting - 5th Monday*		
4/6/2026	Regular Meeting	6:30 p.m.	4-6 p.m.
4/13/2026	Regular Meeting	6:30 p.m.	4-6 p.m.
4/20/2026	*No Meeting*		
4/27/2026	Regular Meeting with a Community Communication Forum	6:30 p.m.	4-6 p.m.
5/4/2026	Regular Meeting	6:30 p.m.	4-6 p.m.
5/11/2026	Regular Meeting	6:30 p.m.	4-6 p.m.
5/18/2026	Regular Meeting with a Community Communication Forum	6:30 p.m.	4-6 p.m.
5/25/2026	*No Meeting - holiday (Memorial Day)*		
6/1/2026	Regular Meeting	6:30 p.m.	4-6 p.m.
6/8/2026	Regular Meeting	6:30 p.m.	4-6 p.m.
6/15/2026	Regular Meeting	6:30 p.m.	4-6 p.m.
6/22/2026	Community Forum	6:30 p.m.	N/A
6/29/2026	*No Meeting - 5th Monday*		
7/6/2026	Regular Meeting	6:30 p.m.	4-6 p.m.
7/13/2026	Regular Meeting with a Community Communication Forum	6:30 p.m.	4-6 p.m.
7/20/2026	*No Meeting - Mid-Year Break*		
7/27/2026	*No Meeting - Mid-Year Break*		
8/3/2026	Regular Meeting	6:30 p.m.	4-6 p.m.
8/10/2026	Regular Meeting	6:30 p.m.	4-6 p.m.
8/17/2026	Regular Meeting	6:30 p.m.	4-6 p.m.
8/24/2026	Regular Meeting with a Community Communication Forum	6:30 p.m.	4-6 p.m.
8/31/2026	*No Meeting – 5th Monday*		
9/7/2026	*No Meeting - holiday (Labor Day)*		
9/14/2026	Regular Meeting	6:30 p.m.	4-6 p.m.
9/21/2026	Regular Meeting	6:30 p.m.	4-6 p.m.
9/28/2026	Community Forum	6:30 p.m.	N/A
10/5/2026	Regular Meeting	6:30 p.m.	4-6 p.m.
10/12/2026	Regular Meeting	6:30 p.m.	4-6 p.m.
10/19/2026	Regular Meeting	6:30 p.m.	4-6 p.m.
10/26/2026	Regular Meeting with a Community Communication Forum	6:30 p.m.	4-6 p.m.
11/2/2026	Regular Meeting	6:30 p.m.	4-6 p.m.
11/9/2026	Regular Meeting	6:30 p.m.	4-6 p.m.
11/16/2026	Regular Meeting	6:30 p.m.	4-6 p.m.
11/23/2026	Community Forum	6:30 p.m.	N/A
11/30/2026	*No Meeting – 5th Monday*		
12/7/2026	Regular Meeting	6:30 p.m.	4-6 p.m.
12/14/2026	Regular Meeting with a Community Communication Forum	6:30 p.m.	4-6 p.m.
12/21/2026	*No Meeting - End of Year Break*		
12/28/2026	*No Meeting - End of Year Break*		

2026 Vancouver City Council Meeting Schedule

Option 2 - *Community Communication Forum Every Other Meeting*

Date	Meeting Explanation	Start Time	Workshop Time *(subject to change)*
1/5/2026	Regular Meeting with a Community Communication Forum	6:30 p.m.	4-6 p.m.
1/12/2026	Regular Meeting	6:30 p.m.	4-6 p.m.
1/19/2026	*No Meeting - holiday (Rev Dr Martin Luther King Jr Day)*		
1/26/2026	Regular Meeting with a Community Communication Forum	6:30 p.m.	4-6 p.m.
2/2/2026	Regular Meeting	6:30 p.m.	4-6 p.m.
2/9/2026	*No Meeting*	.	
2/16/2026	*No Meeting - holiday (Presidents Day)*		
2/23/2026	Regular Meeting with a Community Communication Forum	6:30 p.m.	4-6 p.m.
3/2/2026	Regular Meeting	6:30 p.m.	4-6 p.m.
3/9/2026	*No Meeting*		
3/16/2026	Regular Meeting with a Community Communication Forum	6:30 p.m.	4-6 p.m.
3/23/2026	Regular Meeting	6:30 p.m.	4-6 p.m.
3/30/2026	*No Meeting - 5th Monday*		
4/6/2026	Regular Meeting with a Community Communication Forum	6:30 p.m.	4-6 p.m.
4/13/2026	Regular Meeting	6:30 p.m.	4-6 p.m.
4/20/2026	*No Meeting*		
4/27/2026	Regular Meeting with a Community Communication Forum	6:30 p.m.	4-6 p.m.
5/4/2026	Regular Meeting	6:30 p.m.	4-6 p.m.
5/11/2026	Regular Meeting with a Community Communication Forum	6:30 p.m.	4-6 p.m.
5/18/2026	Regular Meeting	6:30 p.m.	4-6 p.m.
5/25/2026	*No Meeting - holiday (Memorial Day)*		
6/1/2026	Regular Meeting with a Community Communication Forum	6:30 p.m.	4-6 p.m.
6/8/2026	Regular Meeting	6:30 p.m.	4-6 p.m.
6/15/2026	Regular Meeting with a Community Communication Forum	6:30 p.m.	4-6 p.m.
6/22/2026	Regular Meeting	6:30 p.m.	4-6 p.m.
6/29/2026	*No Meeting - 5th Monday*		
7/6/2026	Regular Meeting with a Community Communication Forum	6:30 p.m.	4-6 p.m.
7/13/2026	Regular Meeting	6:30 p.m.	4-6 p.m.
7/20/2026	*No Meeting - Mid-Year Break*		
7/27/2026	*No Meeting - Mid-Year Break*		
8/3/2026	Regular Meeting with a Community Communication Forum	6:30 p.m.	4-6 p.m.
8/10/2026	Regular Meeting	6:30 p.m.	4-6 p.m.
8/17/2026	Regular Meeting with a Community Communication Forum	6:30 p.m.	4-6 p.m.
8/24/2026	Regular Meeting	6:30 p.m.	4-6 p.m.
8/31/2026	*No Meeting – 5th Monday*		
9/7/2026	*No Meeting - holiday (Labor Day)*		
9/14/2026	Regular Meeting with a Community Communication Forum	6:30 p.m.	4-6 p.m.
9/21/2026	Regular Meeting	6:30 p.m.	4-6 p.m.
9/28/2026	Regular Meeting with a Community Communication Forum	6:30 p.m.	4-6 p.m.
10/5/2026	Regular Meeting	6:30 p.m.	4-6 p.m.
10/12/2026	Regular Meeting with a Community Communication Forum	6:30 p.m.	4-6 p.m.
10/19/2026	Regular Meeting	6:30 p.m.	4-6 p.m.
10/26/2026	Regular Meeting with a Community Communication Forum	6:30 p.m.	4-6 p.m.
11/2/2026	Regular Meeting	6:30 p.m.	4-6 p.m.
11/9/2026	Regular Meeting with a Community Communication Forum	6:30 p.m.	4-6 p.m.
11/16/2026	Regular Meeting	6:30 p.m.	4-6 p.m.
11/23/2026	Regular Meeting with a Community Communication Forum	6:30 p.m.	4-6 p.m.
11/30/2026	*No Meeting – 5th Monday*		
12/7/2026	Regular Meeting	6:30 p.m.	4-6 p.m.
12/14/2026	Regular Meeting with a Community Communication Forum	6:30 p.m.	4-6 p.m.
12/21/2026	*No Meeting - End of Year Break*		
12/28/2026	*No Meeting - End of Year Break*		

A RESOLUTION relating to cable television and to the award of Public, Educational and Governmental ("PEG") capital contribution funds to The Vancouver Educational Telecommunications Consortium ("TV ETC") and Clark Vancouver Television ("CVTV") respectively, the designated educational and government access providers for the City of Vancouver.

Staff Report: 236-25

To: Mayor and City Council
From: City Manager
Date: December 1, 2025

Subject

2026 Public, Educational and Government (PEG) Grant Awards

Key Points

- Under the terms of the City's new cable franchise agreement, Comcast "shall provide to one percent (1%) of Gross Revenues...for Public, Educational, and Governmental Access….". These funds can be used for grants to support capital equipment purchases by the designated Public, Education and Government (PEG) access providers.
- The City Council is being asked to approve a $338,662.12 grant to Vancouver Educational Telecommunications Consortium ("TV ETC") and a $225,688 grant to Clark/Vancouver Television ("CVTV").

Strategic Plan Alignment

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

Present Situation

The recently adopted franchise agreements between the City, Clark County, and Comcast Corporation (Comcast) require that Comcast pay the City 1% of gross revenues for use by PEG providers on capital equipment as designated by the City or County.

The Vancouver Educational Telecommunications Consortium ("TV ETC"), the City's designated access provider for education, and Clark/Vancouver Television ("CVTV"), the City's designated access provider for government programming, each submitted applications for PEG funds. In total, seventeen proposals were received totaling $564,350.12 Estimated 2025 funds available for distribution are approximately $650,000. The grant applications were reviewed by outside technical experts and the City/County Telecommunications Commission (the Commission).

The Commission recommends that Vancouver City Council award 2026 PEG capital funding as follows:

Applicant	Total Amount Requested	Total Amount Funded
TV ETC	$338,662.12	$338,662.12
CVTV	$225,688	$225,688

Total PEG Access Capital Grant Funds	$564,350.12	$564,350.12

Advantage(s)

1. Provides capital funds which will enhance local access programming on the Vancouver/Clark County Comcast Cable system, which includes all the public school media programming.
2. Awards funds are consistent with the requirements of the cable television franchise agreements with Comcast.

Challenge(s)

- Local schools' media programs would have outdated or broken equipment.
- CVTV wouldn't be able to update their equipment to update Council Chambers.

Budget Impact

The PEG Capital Support Fund has approximately $650,000 available for distribution in 2026. An appropriation for the proposed grant awards is included in the PEG Capital Support Fund, 2025-2026 biennial budget. Remaining unallocated funds will be carried forward for future grant awards.

Prior Council Review

None

Action Requested

On Monday, December 1, 2025, adopt a resolution, under the terms of the interlocal agreement between the City of Vancouver and Clark County, awarding PEG Capital Support Funds of $338,350.12 to TV ETC and $225,688 to CVTV.

Staff Contact

Kerry Peck, Administrative Assistant, Kerry.Peck@cityofvancouver.us

Attachments:

1. Resolution authorizing City 2026 PEG Grant Agreements (revised version 11-17-25 cpd)
2. 2025-01 PEG Grant Awards Signed

12-01-2025

RESOLUTION NO. _____

A RESOLUTION relating to cable television and to the award of Public, Educational and Governmental ("PEG") capital contribution funds to The Vancouver Educational Telecommunications Consortium ("TV ETC") and Clark Vancouver Television ("CVTV") respectively, the designated educational and government access providers for the City of Vancouver.

WHEREAS, the PEG Capital Support Fund, has sufficient funds available and appropriated for the purpose of financing PEG capital purchases by designated access providers; and

WHEREAS, the Vancouver/Clark County Telecommunications Commission ("Commission") adopted criteria for award and administration of PEG capital grants; and

WHEREAS, after review of applications for PEG capital grant awards from TV ETC, and CVTV, the Commission recommended in Resolution 2025-01 to the Vancouver City Council an award from the PEG Capital Support Fund of $338,662.12 to TV ETC and $225,688 to CVTV for purchase of certain capital expenditures; and

WHEREAS, the City and Clark County entered into an interlocal agreement whereby the City administers PEG capital grants, but all grants will require approval by both the City and County Councils.

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

Section 1. As recommended in the attached Exhibit A, City/County Telecommunications Commission Resolution 2025-01, TV ETC and CVTV are awarded grants to be paid from funds appropriated from the PEG Capital Support Fund for the capital purchases as follows:

Applicant	Total Amount Requested	Total Amount Funded
TV ETC	$338,662.12	$338,662.12
CVTV	$225,688	$225,688
Total PEG Access Capital Grant Funds	**$564,350.12**	**$564,350.12**

Section 2. Award of the grants described in Section 1 is conditioned upon:

A. Approval of such grants by the Clark County Council; and

B. Compliance by TV ETC and CVTV with the PEG grant guidelines and criteria set forth in Vancouver/Clark County Telecommunications Commission Resolution 2025-01.

Section 3. The City Manager or the Manager's designee is authorized to finalize and execute on behalf of the City all necessary agreements with TV ETC and CVTV to ensure compliance with the terms of the grant.

Section 4. This Resolution is effective upon signing.

ADOPTED at regular session of the Council of the City of Vancouver this 1st day of December, 2025.

_____
Anne McEnerny-Ogle, Mayor

Attest:

Approved as to form:

_____
Natasha Ramras, City Clerk

_____
Nena Cook, City Attorney

Attachment: Exhibit "A" – Telecommunications Commission Resolution 2025-01

City/County Telecommunications Commission

RESOLUTION 2025 – 01

Regarding Recommendations to Award PEG Capital Support Funds to Designated Access Providers TV ETC and CVTV

Section 1. Findings

1.1 Under the terms of the cable television franchise agreements between the City of Vancouver ("City"), Clark County ("County") and Comcast of Washington V, LLC ("Comcast") adopted July 2024, funding is available to support Public Educational and Governmental ("PEG") Access capital costs.

1.2 As stated in Section 9.9 "Support for Access Capital Costs" of the franchise, "During the term of this Agreement, Grantee (Comcast) shall provide 1% of gross revenues which is remitted to the City and County to support the purpose (the "Capital Contribution") for Public, Educational and Governmental ("PEG") Access capital.

1.3 The City/County Telecommunications Commission ("Commission") is authorized under Section 5.19.300 of the Vancouver Municipal Code and under Clark County Code 36.12.160 to administer Ordinances and any Franchise granted pursuant to the implementation of Franchise compliance procedures.

1.4 The Commission's authorized duties, pursuant to the codes mentioned in Section 1.3 of this Resolution, include "To have primary responsibility for advising the City and County regarding public, educational and governmental access programming including the development of processes for the selection of designated access providers, and for evaluating their performance, for assigning and designating access channels, for allocating access funds and for making written reports and recommendations to the City and County Councils."

1.5 The Commission Chair appointed a subcommittee of the Commission to review applications from Designated Access Providers and present recommendations to the Commission, which if approved by the Commission, are forwarded to the Vancouver City Council and Clark County Council for review and action.

1.6 The Vancouver Educational Telecommunications Consortium ("TV ETC"), the Designated Access Provider for Education and Clark/Vancouver Television ("CVTV"), the Designated Access Provider for Government submitted applications to the Commission for PEG Capital Support Fund consideration.

1.7 Grant applications were reviewed by the PEG Committee in concert with outside experts who reviewed the applications from a technical perspective. The PEG Committee also met with each designated access provider to review the proposals.

1.8 The Committee presented their recommendations and findings to the Commission in the **Recommendations for the 2026 PEG Capital Support Grants** (Exhibit A) exhibit attached hereto. Estimated funds available for distribution in 2026 are approximately $650,000. The Commission reviewed and approved the recommendations and findings of the PEG Committee as outlined in the report.

NOW, THEREFORE BE IT RESOLVED:

Section 2.

2.1 The Commission recommends, barring any substantial issues raised by the City and County governing boards, and upon signing the required PEG Capital Grant agreements, that TV ETC and CVTV be awarded PEG Capital Support Funds as follows:

Applicant	Total Amount Requested	Total Amount Funded
TV ETC	$338,662.12	$338,662.12
CVTV	$225,688	$225,688
Total PEG Grant Funds	**$564,350.12**	**$564,350.12**

The City/County Telecommunications Commission, through this Resolution, adopts the findings and recommendations contained herein and as outlined in Exhibit A: **Recommendations for the 2026 PEG Capital Support Grants**

2.2 The Commission directs staff to forward this Resolution and finalized copies of the **Recommendations for the 2026 PEG Capital Support Grants** to the Vancouver City Council and the Clark County Council, as well as to the applicants.

2.3 The Commission recommends that the Vancouver City Council and Clark County Council award funds to TV ETC and CVTV as outlined in this Resolution.

Approved (Date): November 19, 2025

Doug Green

Doug Green, Chair, City/County Telecommunications Commission

EXHIBIT "A" - Recommendations for the 2026 PEG Capital Support Grants

A RESOLUTION providing approval, solely for purposes of section 147(f) of the Internal Revenue Code, of the issuance of revenue obligations by the Housing Authority of the City of Vancouver in the principal amount of not to exceed $20,500,000, to finance the acquisition, construction and/or renovation of three multifamily housing projects to provide housing for low-income persons.

Staff Report: 237-25

To: Mayor and City Council
From: City Manager
Date: December 1, 2025

Subject

Approval of Vancouver Housing Authority Bond for Battle Ground Portfolio

Key Points

- The Housing Authority of the City of Vancouver (VHA) is seeking to finance the acquisition, construction and/or renovation of three multifamily housing projects to provide housing for people with low income: Construction of Weaver Creek Commons, a 100-unit housing project, the renovation of Mill Creek Senior Estates, a 28-unit senior housing project, and the renovation of Mill Creek Apartments, a 50-unit housing project.
- In order to finance this project, VHA is seeking approval from the City to issue a tax-exempt bond in the amount of $20.25 million.
- While the City's approval is required for VHA to issue bonds under the Internal Revenue Code, this approval does not create any responsibility for the City regarding the issuance and debt service for the bond.

Strategic Plan Alignment

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

Present Situation

The Housing Authority of the City of Vancouver (VHA) is requesting City Council approval for the issuance of tax-exempt private activity bonds to finance three affordable housing projects in Battle Ground, Washington:

- Weaver Creek Commons: new construction of a 100-unit multifamily development for low-income households at 306 SE Clark Avenue
- Mill Creek Senior Estates: acquisition and renovation of 28 senior housing units at 520 NW 12th Avenue
- Mill Creek Apartments: acquisition and renovation of 50 multifamily units for low-income households at 518 NW 12th Avenue

These three projects will create or preserve 178 affordable housing units in Battle Ground. The projects will be financed through a combination of low-income housing tax credits, tax-exempt bonds,

and other loans. VHA will issue the bonds and loan the proceeds to Battle Ground Portfolio LLLP, a Washington limited liability limited partnership for which VHA serves as general partner.

Under Section 147(f) of the Internal Revenue Code, tax-exempt private activity bonds require approval by both the governmental unit that issues, or on whose behalf the bonds are issued, and the governmental unit having jurisdiction over the area where the projects are located. Because the City of Vancouver created the VHA and appoints its Board, the Vancouver City Council serves as the applicable government for bond approval purposes. The jurisdictional approval will be provided by the City of Battle Ground.

VHA published notice of a public hearing on October 24, 2025, and held the hearing on November 12, 2025. No public testimony was received.

City approval is required to meet federal tax requirements and does not create any financial obligation or liability for the City with respect to the bonds or the projects.

City staff requests on behalf of the VHA, that City Council approve the issuance of the bonds for the projects as described in the accompanying resolution.

Advantage(s)
Weaver Creek Commons will provide 100 new units of low-income housing, and the renovated Mill Creek Senior Estates and Mill Creek Apartments, will continue to provide 28 and 50 units of low-income and senior housing.

Challenge(s)
None

Budget Impact
There is no budget impact.

Prior Council Review
None

Action Requested
On Monday, December 1, 2025, finalize and approve the resolution indicating the City’s approval of the issuance of the bond for the project.

Staff Contact
Samantha Whitley, Housing Programs Manager, Kimberly Kerlee, Senior Support Specialist, samantha.whitley@cityofvancouver.us, kimberly.kerlee@cityofvancouver.us

Attachments:
1. Resolution
2. TEFRA Hearing - Battle Ground Portfolio

12/1/2025

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION providing approval, solely for purposes of section 147(f) of the Internal Revenue Code, of the issuance of revenue obligations by the Housing Authority of the City of Vancouver in the principal amount of not to exceed $20,500,000, to finance the acquisition, construction and/or renovation of three multifamily housing projects to provide housing for low-income persons.

WHEREAS, the City of Vancouver (the "City") is a city duly organized and existing under and by virtue of the Constitution and laws of the State of Washington (the "State");

WHEREAS, as provided in RCW 35.82.030, the City Council of the City previously activated the Housing Authority of the City of Vancouver (the "Authority") pursuant to a Resolution Declaring the Need for a Housing Authority in the City of Vancouver, Washington, adopted on February 5, 1942;

WHEREAS, RCW 35.82.020(11) and 35.82.130 together provide that a housing authority may issue bonds, notes or other obligations for any of its corporate purposes;

WHEREAS, RCW 35.82.070(18) provides that a housing authority may, among other things and if certain conditions are met, "make . . . loans for the acquisition, construction, reconstruction, rehabilitation, improvement, leasing, or refinancing of land, buildings, or developments for housing for persons for low income";

WHEREAS, the Authority has advised the City that the Authority intends to issue revenue bonds (the "Obligations") in the maximum aggregate principal amount of $20,500,000 pursuant to chapter 35.82 RCW and a plan of financing (the "Plan of Financing") for the acquisition and construction of a 100-unit housing project known as Weaver Creek Commons, the acquisition and renovation of a 28-unit senior housing project known as Mill Creek Senior Estates and the acquisition and renovation of a 50-unit housing project known as Mill Creek Apartments, all of which are located in Battle Ground, Washington (collectively, the "Projects"), which will be owned for federal tax purposes by Battle Ground Portfolio LLLP, a Washington limited liability limited partnership (the "Borrower") of which the Authority is the sole general partner;

WHEREAS, the Authority has also advised the City that the proceeds of the Obligations will be used to make one or more loans to the Borrower to finance the costs of the Projects, and that the Authority intends that the interest on the Obligations be exempt from federal income taxation;

WHEREAS, Section 147(f)(2) of the Internal Revenue Code of 1986, as amended (the "Code") and related Treasury Regulations provide that one of the requirements for tax-exemption is approval of the Obligations by the governmental unit under the auspices of which the Authority was activated, which is the City, and a governmental unit having jurisdiction over the area in which the Projects are located, which is the City of Battle Ground, Washington;

WHEREAS, the Authority has advised the City that, following timely notice thereof being posted on the Authority's primary public website in the space customarily used by the Authority to give notice of public hearings, a public hearing was held on November 12, 2025 in person at the Authority's offices and telephonically, on the proposed issuance of the Obligations pursuant to the Plan of Financing for the Projects, in accordance with the requirements of Section 147(f) of the Code;

WHEREAS, the Authority has provided the City with a written summary of any public testimony and any written comments received at such public hearing;

WHEREAS, the proposed Obligations and Projects are further described below:

Maximum Principal Amount of Obligations:	$20,500,000
Principal User of Projects:	Battle Ground Portfolio LLLP, a Washington limited liability limited partnership of which the Authority is the sole general partner
Description of Projects:	Acquisition and construction of a 100-unit housing project known as Weaver Creek Commons, located at 306 SE Clark Avenue in Battle Ground, Washington.

Acquisition and renovation of a 28-unit senior housing project known as Mill Creek Senior Estates, located at 520 NW 12th Avenue in Battle Ground, Washington.

Acquisition and renovation of a 50-unit housing project known as Mill Creek Apartments, located at 518 NW 12th Avenue in Battle Ground, Washington.

WHEREAS, the Authority has advised the City that the Obligations to be issued by the Authority for the Projects pursuant to the Plan of Financing consist of long-term revenue bonds to provide permanent financing for the Projects and will not exceed an aggregate principal amount of $20,500,000;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. **Findings**. The City approves the issuance of Obligations by the Authority for the Projects in accordance with the Plan of Financing. This approval is intended solely to comply with the requirements of Section 147(f) of the Code in order to permit the issuance of the Obligations.

Section 2. No **City Obligation.** In approving the issuance of Obligations, the City does not assume any responsibility with respect to any payments due on the Obligations. No tax funds or governmental revenue of the City may be used to pay the principal of or the interest on the Obligations; the Obligations do not directly or indirectly constitute a debt or liability of the City; and neither the faith and credit nor the taxing power of the City is pledged to the payment of principal of or interest on the Obligations.

Section 3. **City Approval.** This approval is not intended to and does not constitute land use, building permit, environmental, occupancy, or zoning approval for the Projects.

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 1st day of December 2025.

_____

Anne McEnerny-Ogle, Mayor

Attest:

_____

Natasha Ramras, City Clerk

Approved as to form:

_____

Nena Cook, City Attorney

VANCOUVER
HOUSING AUTHORITY

November 12, 2025

Honorable Anne McEnerny-Ogle
City of Vancouver
415 West 6th Street
Vancouver, Washington 98660

Re: Housing Authority of the City of Vancouver – Weaver Creek Commons, Mill Creek Senior Estates and Mill Creek Apartments

Dear Mayor McEnerny-Ogle:

The Housing Authority of the City of Vancouver (the "Authority"), a housing authority created under chapter 35.82 of the Revised Code of Washington (the "Housing Authorities Law"), is planning the acquisition and construction of a multifamily housing complex to be known as Weaver Creek Commons located at 306 SE Clark Avenue in Battle Ground, Washington. Weaver Creek Commons will provide 100 units of housing for low-income persons. In addition, the Authority is planning for the acquisition and renovation of two multifamily housing complexes currently known as Mill Creek Senior Estates and Mill Creek Apartments located at 520 NW 12th Avenue in Battle Ground, Washington and 518 NW 12th Avenue in Battle Ground, Washington, respectively. The renovated projects will provide 28 and 50 units of housing for seniors and low-income persons, respectively. Weaver Creek Commons, Mill Creek Senior Estates and Mill Creek Apartments are collectively referred to as the "Projects".

As further described below, the Authority is requesting your approval of the issuance of tax-exempt bonds (the "Bonds") to finance the Projects. Although the City's approval is required for the issuance of the Bonds, it does not create or imply any responsibility on the part of the City to issue the Bonds, to pay debt service on the Bonds or to determine whether the Bonds or the Projects are financially feasible.

The financing sources for the Projects will include low-income housing tax credits, the Bonds, and other loans. The Authority will issue the Bonds and use the proceeds to make a loan to Battle Ground Portfolio LLLP (the "Borrower"), a Washington limited liability limited partnership of which the Authority is the sole general partner.

Section 147(f) of the Internal Revenue Code requires that qualified private activity bonds, such as these Bonds, be approved by (a) the governmental unit that issues the bond, or on behalf of which such bond is issued, and (b) a governmental unit having jurisdiction over the area in which the financed facility is located. A bond may be approved by the "applicable elected

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representative" of a governmental unit. Because the City is the entity that created the Authority – by resolution adopted by the City Council on February 5, 1942 – and that appoints the Board for the Authority, and because none of the Authority Board Members are elected, our bond counsel, Pacifica Law Group LLP, has advised us that the City Council of the City of Vancouver is treated as the "applicable elected representative" to approve the Bonds. Approval by the City Council of the City of Vancouver will satisfy the "issuer" approval for the Bonds. The "jurisdiction" approval with respect to the Projects is being requested from the Mayor of the City of Battle Ground.

The approval of the applicable elected representative must be made "after a public hearing following reasonable public notice." The Treasury Regulations state that notice is presumed reasonable if published no fewer than seven days before the hearing. The Authority published a notice of a public hearing with respect to the Projects and the Bonds on October 24, 2025, on its website, a permissible method of publication. A copy of the affidavit of publication of this notice is enclosed. The Authority held a hearing regarding the proposed Bonds and the Projects on November 12, 2025. As shown in the enclosed hearing minutes, no one from the public appeared to present testimony or provided written testimony in advance of the hearing.

Although approval of the City is required for issuance of tax-exempt bonds to finance the Projects, this approval is intended solely to comply with the requirements of Section 147(f) of the Code and is not intended to imply that the Bonds are issued on behalf of the City, that the City has approved the form of documents relating to the Bonds, that the City has approved any other aspect of the Projects, or that the City is under any duty or has any responsibility for the payment of the Bonds.

The Authority respectfully requests that the City Council approve the issuance of the Bonds for the Projects. We have included a form of resolution that may be used by the City Council for this purpose. Please do not hesitate to contact me, or our bond counsel Faith Pettis (206) 245-1700) with any questions.

Sincerely,

HOUSING AUTHORITY OF THE CITY OF VANCOUVER

By _____
Andy Silver, Chief Executive Officer

MINUTES OF A HYBRID PUBLIC HEARING OF
THE HOUSING AUTHORITY OF THE CITY OF VANCOUVER

The Housing Authority of the City of Vancouver (the "Authority") conducted a hybrid public hearing on Wednesday, November 12, 2025 at 3:00 PM. Members of the public were invited to attend the public hearing in person at the Authority's main office located at 2500 Main Street, Vancouver, Washinton 98660 in the Community Room or virtually using the following telephone dial-in instructions:

TOLL-FREE CALL-IN NUMBER: 1-347-690-2327
ACCESS CODE: 174 110 499#

The purpose of the hearing was to consider public testimony on the proposed issuance by the Authority, pursuant to chapter 35.82 RCW and a plan of financing with respect to the project described below (the "Project") of certain obligations the interest on which will be excluded from gross income for federal income tax purposes pursuant to Sections 103 and 142 of the Internal Revenue Code of 1986, as amended (the "Code").

Estimated Maximum Principal Amount of Obligations:	$20,500,000
Project Principal User:	Battle Ground Portfolio LLLP, a Washington limited liability limited partnership of which the Authority is the sole general partner
Project Description:	Construction of 100-unit multifamily housing complex known as Weaver Creek Commons. Rehabilitation of existing 28-unit multifamily housing complex known as Mill Creek Senior Estates. Rehabilitation of existing 50-unit multifamily housing complex known as Mill Creek Apartments.
Project Location:	306 SE Clark Ave. Battle Ground, WA; 520 NW 12th Ave. Battle Ground, WA; 518 NW 12th Ave. Battle Ground, WA

The hearing was called to order by Scott Sharba, Development Project Manager of the Authority at 3:00 PM Pacific Standard Time. No one from the public attended to present testimony either in person or virtually. No written comments were received prior to or at the hearing. The hearing was adjourned at 3:30 PM Pacific Standard Time.

By: _____
Name: Andy Silver
Title: Chief Executive Officer

FG:54043357.1

NOTICE OF PUBLIC HEARING

The Housing Authority of the City of Vancouver (the "Authority") will hold an open public hearing for the purpose of considering the proposed issuance by the Authority of one or more series of tax–exempt revenue bonds (the "Bonds") the proceeds of which will to be loaned to Battle Ground Portfolio LLLP, a Washington limited liability limited partnership, for the acquisition, construction and/or renovation of three multifamily housing facilities described below and located in the Authority's area of operation. Each apartment will be a complete and separate dwelling unit consisting of living, eating and sanitation facilities. A portion of the units in each building financed with proceeds of the Bonds will be reserved for persons or households with low incomes.

The public hearing will be held starting at 3:00 p.m., Wednesday, November 12, 2025, in the Community Meeting Room at the offices of the Authority located at 2500 Main Street, Vancouver, Washington 98660-2676. Participants wishing to join telephonically in the United States, please dial 1-347-690-2327 Passcode 174 110 499# (U.S. toll-free).

The Bonds will be issued pursuant to Chapter 35.82 of the Revised Code of Washington to finance qualified residential rental projects under section 142(d) of the Internal Revenue Code of 1986, as amended. The interest on the Bonds will be excluded from gross income for federal income tax purposes pursuant to Sections 103 and 142 of the Code, and the Bonds may be issued as one or more series issued from time to time and may include one or more series of refunding obligations.

The proceeds of the Bonds will be used to finance the following projects:

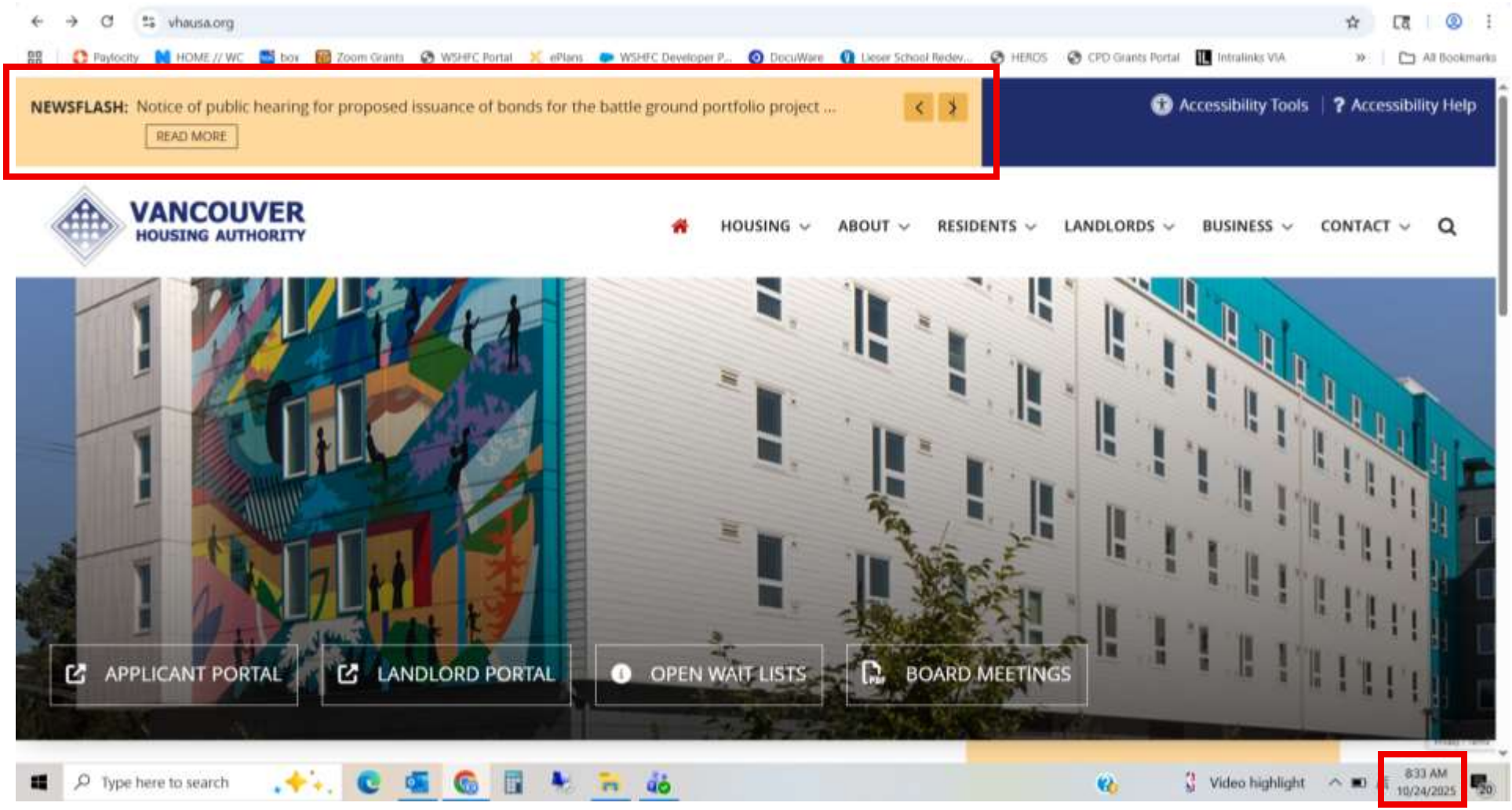
Project:	Weaver Creek Commons
Project Address:	306 SE Clark Avenue Battle Ground, WA
Total Estimated Project Cost:	$41,371,102
Estimated Maximum Bond Amount:	$12,000,000

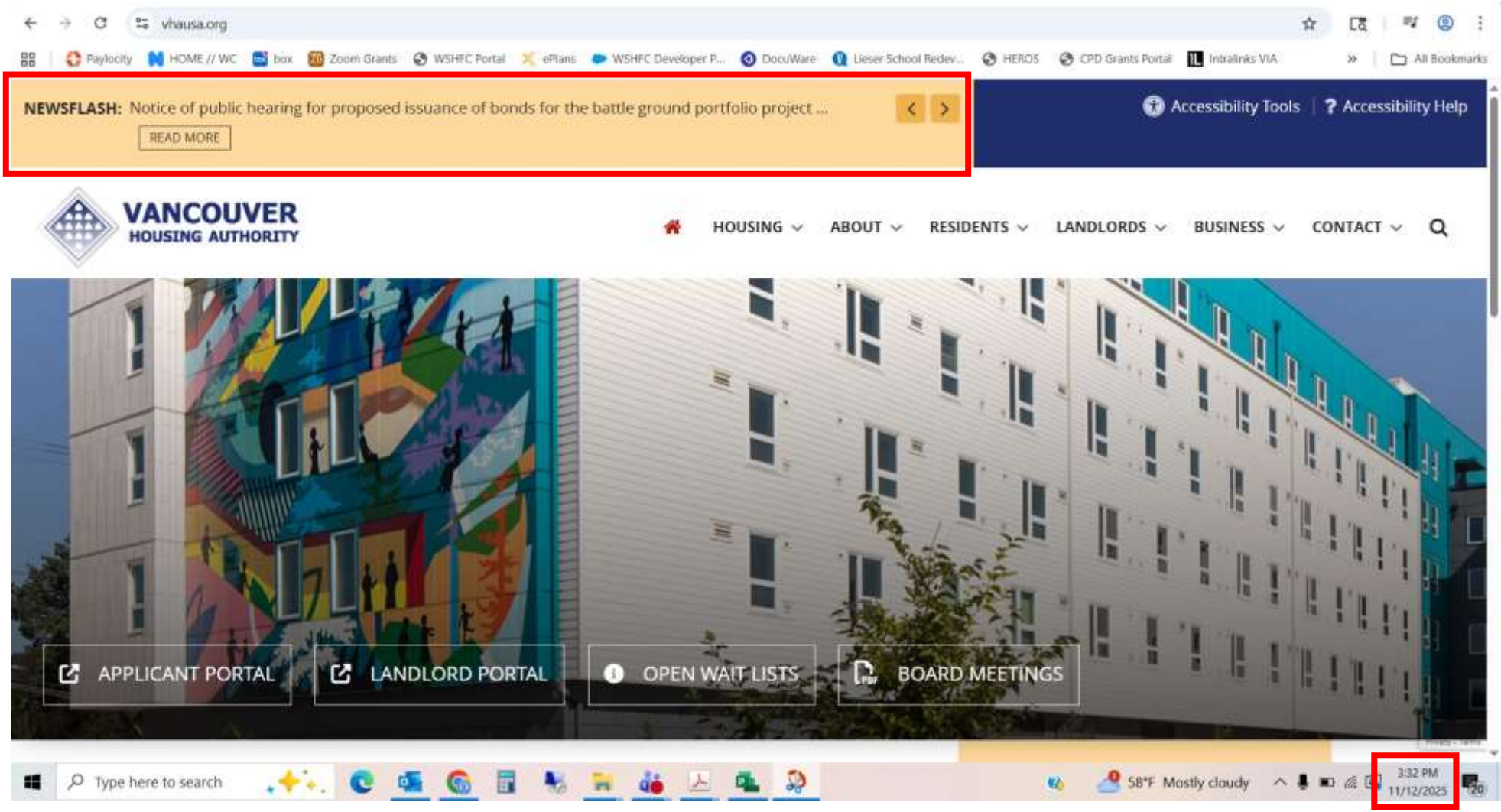
Project:	Mill Creek Senior Estates
Project Address:	520 NW 12th Avenue Battle Ground, WA
Total Estimated Project Cost:	$10,526,296
Estimated Maximum Bond Amount:	$3,500,000

Project:	Mill Creek Apartments
Project Address:	518 NW 12th Avenue Battle Ground, WA
Total Estimated Project Cost:	$13,194,552
Estimated Maximum Bond Amount:	$5,000,000

This notice and the provision of a toll-free telephone number are intended to comply with the public notice requirements of Section 147(f) of the Code. The public is invited to attend the hearing and present oral or written testimony regarding the proposed plan of financing for the Bonds and the projects to be financed, or to submit written comments to the Authority at the above address to be received no later than the time of the hearing. The hearing will constitute the public hearing required by Section 147(f) of the Code.

The results of the hearing will be sent to the Mayor of the City of Vancouver and the Mayor of the City of Battleground for approval.


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11/12/2025

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 1, 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.

Action Requested
On Monday, December 1, 2025, advance the ordinance amending Title 14 of the Vancouver Municipal Code on first reading, setting the date for the second reading and public hearing for December 8, 2025.

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 Inside City Limits	Base Charge 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.

14.04.23<u>10</u>~~B~~ 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 1, 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)

Action Requested

On Monday, December 1, 2025, approve the ordinance on first reading, setting the date of second reading and public hearing for December 8, 2025.

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.

To: Mayor and City Council
From: City Manager
Date: December 1, 2025

Subject
Approval of Claim Vouchers

Action Requested
Approve claim vouchers for December 1, 2025.

Attachments:
1. December 1, 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:

$ 20,945,754.70 this 1st day of December 2025.

MAYOR

COUNCILMEMBER

Cyndi A. Turner Digitally signed by Cyndi A. Turner Date: 2025.11.24 11:02:59 -08'00'

AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
November 10, 2025 - November 23, 2025	Accounts Payable Checks (see attached)	$ 16,488,229.10
November 10, 2025 - November 23, 2025	Hansen City Payments (see attached)	$ 14,977.48
November 10, 2025 - November 23, 2025	Visa Refunds (see attached)	$ 3,386.24
November 10, 2025 - November 23, 2025	Payroll Checks (see attached)	$ 4,439,161.88
TOTAL		$ 20,945,754.70

INVOICE PAYMENTS REPORT

Category	Type	Transaction Reference	Date	Amount	Payee	Memo
Supplier Payment	Check	28361	11/10/2025	5,523.10	Aflac	
Supplier Payment	Check	28362	11/10/2025	6,165.12	AFSCME Local #307	
Supplier Payment	Check	28363	11/10/2025	658.50	California State Disbursement Unit	
Supplier Payment	Check	28364	11/10/2025	2,533.50	Chapter 13 - Trustee	
Supplier Payment	Check	28365	11/10/2025	313.98	Hawaii SDU	
Supplier Payment	Check	28366	11/10/2025	780.65	IAM Local #1374	
Supplier Payment	Check	28367	11/10/2025	8,762.64	Life Insurance Company of North America	
Supplier Payment	Check	28368	11/10/2025	1,250.00	MFS Service Center Inc	
Supplier Payment	Check	28369	11/10/2025	4,687.55	OPEIU Local #11	
Supplier Payment	Check	28370	11/10/2025	814.00	Teamsters Local #58	
Supplier Payment	Check	28371	11/10/2025	332.50	UA Local #290	
Supplier Payment	Check	28372	11/10/2025	2,778.32	Western Conference of Teamsters	
Supplier Payment	Check	28373	11/10/2025	1,675.32	Western Metal Industry Pension Fund	
Expense Payment	Check	28374	11/12/2025	38.18	Charles Masi	
Miscellaneous Payment	Check	28375	11/12/2025	130.00	AnnMarie Haldeman	RES-379216 (jobsite: 5515 NE 72nd Ave.)
Miscellaneous Payment	Check	28376	11/12/2025	5,369.63	C-Tran	CMI-356556 (jobsite: 2425 NE 65th Ave)
Miscellaneous Payment	Check	28377	11/12/2025	125.00	Healthy Kids Running Series	Facility Refund for Vancouver WA HKRS
Miscellaneous Payment	Check	28378	11/12/2025	1,127.65	John Beardsley	Claim Payment - DOI: 09/17/2025 - RISK
Miscellaneous Payment	Check	28379	11/12/2025	251.02	Kennedy Electric LLC	MPE-378222 (jobsite: 3411 NE Stapleton Rd)
Miscellaneous Payment	Check	28380	11/12/2025	17,990.00	NACWA	2025 Membership Dues
Miscellaneous Payment	Check	28381	11/12/2025	160.00	PACTRUST	Refund duplicate payments
Miscellaneous Payment	Check	28382	11/12/2025	1,432.00	Wyatt Fire Protection Inc	5 permits: FRI-337009, 377010, 377011, 377012, 377013
Ad Hoc Payment	Check	28383	11/12/2025	27.50	120 Up Members Llc	333 SE 120TH AVE ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	28384	11/12/2025	159.00	Ann T or Robert K Herrell	9501 BOULDER AVE ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	28385	11/12/2025	487.78	Brune,Donna	115 NE 45TH ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	28386	11/12/2025	20.77	Burton,Catherine A	2609 NE 131ST AVE ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	28387	11/12/2025	22.83	Cai,Tianbo	15404 NE 108TH WAY ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	28388	11/12/2025	72.99	Carlisle,Kathy	1706 D ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	28389	11/12/2025	289.86	Chaudhary,Roselyn	7705 NE 19TH WAY ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	28390	11/12/2025	359.93	Crippen,Lauren or Russell	10516 NE 111TH CT ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	28391	11/12/2025	117.17	Deborah M or Gregor G Scott	3620 SE 142ND CT ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	28392	11/12/2025	342.66	Estate of Ann M Rahall	3804 NICHOLSON RD ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	28393	11/12/2025	57.07	Glenn or Kim Polinsky	408 W 24TH ST ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	28394	11/12/2025	155.29	Johnson,Tina	17004 SE 16TH ST ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	28395	11/12/2025	172.00	Julia or Jeff Black	2116 NE 137TH CT ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	28396	11/12/2025	99.54	Kreller,Justin T	2908 E MCLOUGHLIN BLVD ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	28397	11/12/2025	249.42	Lee,Kevin W	3308 N ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	28398	11/12/2025	220.04	Lyle and Judy Hicks Living Trust	16606 NE 19TH ST ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	28399	11/12/2025	395.37	Magruder,Robert	17307 SE 36TH ST ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	28400	11/12/2025	220.94	Riley,Patricia	8703 NE 11TH ST ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	28401	11/12/2025	186.00	Scott Herber or Chanin Ballance	17606 SE 22ND ST ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	28402	11/12/2025	263.00	Shane or Mckayla Gallup	7515 NE 152ND CT ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	28403	11/12/2025	95.97	Simpson,Donnie R	7915 NE 20TH ST ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	28404	11/12/2025	56.78	Soelling Childerns Residence Trust	3815 OREGON DR ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	28405	11/12/2025	185.44	Stephen Causseaux III or Justina Causseaux	200 N DEVINE RD ,VANCOUVER,WA,98661

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INVOICE PAYMENTS REPORT

Category	Type	Transaction Reference	Date	Amount	Payee	Memo
Ad Hoc Payment	Check	28406	11/12/2025	112.94	The Hagen Family Trust	6612 NE 163RD AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	28407	11/12/2025	219.87	The June Gassaway Residence Trust	2700 NE LEA VIEW CT ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	28408	11/12/2025	94.93	Theresa or George Bashkingy	9008 NE 54TH ST ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	28409	11/12/2025	167.54	The Stark Family Living Trust	4201 E 16TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	28410	11/12/2025	384.00	Topcic,Esad	14203 NE 103RD ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	28411	11/12/2025	252.12	Tyler or Jeff Pontius	14714 NE 43RD ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	28412	11/12/2025	243.07	Vea,Chris or Yolanda	17304 NE 3RD CIR ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	28413	11/12/2025	72.62	Vickie Morton or Robert Humphrey	10708 NE 107TH CT ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	28414	11/12/2025	138.69	Wolfe,Kurt G	4517 PACIFIC AVE ,VANCOUVER,WA,98663
Supplier Payment	Check	28415	11/12/2025	19,336.34	Ace Parking Management Inc	
Supplier Payment	Check	28416	11/12/2025	30.80	Airgas, Inc	
Supplier Payment	Check	28417	11/12/2025	3,255.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	28418	11/12/2025	3,610.00	Arborscape Ltd Inc	
Supplier Payment	Check	28419	11/12/2025	238,155.65	B.C.V., Inc	
Supplier Payment	Check	28420	11/12/2025	4,618.50	BSK Associates - Remit-To: Supplier BSK Associates	
Supplier Payment	Check	28421	11/12/2025	601.64	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	28422	11/12/2025	270.91	Chicago Title Company of WA	
Supplier Payment	Check	28423	11/12/2025	21,401.25	Clark County Fire District 5	
Supplier Payment	Check	28424	11/12/2025	57.58	Clark County Public Utility District No. 1	
Supplier Payment	Check	28425	11/12/2025	63,899.63	Clary Longview LLC	
Supplier Payment	Check	28426	11/12/2025	800.00	Columbia Play Project	
Supplier Payment	Check	28427	11/12/2025	28,366.08	Columbia Resource Company	
Supplier Payment	Check	28428	11/12/2025	43,000.00	Comcast Holdings Corporation - Remit-To: Comcast Holding Corporation - Boston	
Supplier Payment	Check	28429	11/12/2025	5,073.00	Comcast Holdings Corporation - Remit-To: Comcast Holding Corporation - Boston	
Supplier Payment	Check	28430	11/12/2025	1,439.00	Comcast Holdings Corporation - Remit-To: Comcast Holding Corporation - Boston	
Supplier Payment	Check	28431	11/12/2025	11,953.50	Comcast Holdings Corporation - Remit-To: Comcast Holding Corporation - Boston	
Supplier Payment	Check	28432	11/12/2025	674.17	Connecta Satellite Solutions LLC	
Supplier Payment	Check	28433	11/12/2025	11,565.04	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	28434	11/12/2025	545.00	CyberSource Corporation - Remit-To: CyberSource - Los Angeles	
Supplier Payment	Check	28435	11/12/2025	40,550.00	David Corey PHD PC	
Supplier Payment	Check	28436	11/12/2025	369.92	Day Management Corp - Remit-To: Day Wireless - Milwaukie	
Supplier Payment	Check	28437	11/12/2025	17,599.36	Discount Office Items Inc	
Supplier Payment	Check	28438	11/12/2025	7,447.11	Esix Sportswear	
Supplier Payment	Check	28439	11/12/2025	56.58	Experian Marketing Solutions - Remit-To: Experian - Los Angeles	
Supplier Payment	Check	28440	11/12/2025	3,039.74	FTRS, LCC	
Supplier Payment	Check	28441	11/12/2025	441,310.33	Grade Werks Excavating LLC	
Supplier Payment	Check	28442	11/12/2025	48,573.98	Greystone Partners, Inc	
Supplier Payment	Check	28443	11/12/2025	12,650.74	HDJ Design Group	
Supplier Payment	Check	28444	11/12/2025	19,321.33	Herrera Environmental Consultants Inc	
Supplier Payment	Check	28445	11/12/2025	3,877.83	HMI Oregon	

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INVOICE PAYMENTS REPORT

Category	Type	Transaction Reference	Date	Amount	Payee	Memo
Supplier Payment	Check	28446	11/12/2025	8,110.81	Infor Public Sector, Inc - Remit-To: InforPublic Sector, Inc	
Supplier Payment	Check	28447	11/12/2025	1,200.00	International City County Management Association	
Supplier Payment	Check	28448	11/12/2025	544.00	J. Timothy Wise	
Supplier Payment	Check	28449	11/12/2025	1,468.80	Jamestown Networks	
Supplier Payment	Check	28450	11/12/2025	3,634.74	J Frank Schmidt and Son Co - Remit-To: J Frank Schmidt and Son Co	
Supplier Payment	Check	28451	11/12/2025	10,196.10	JRT Mechanical Inc - Remit-To: JRT Mechanical Inc	
Supplier Payment	Check	28452	11/12/2025	1,482.31	Kurita America Inc - Remit-To: US Water - Minneapolis	
Supplier Payment	Check	28453	11/12/2025	1,951.96	L.N. Curtis & Sons	
Supplier Payment	Check	28454	11/12/2025	1,971.02	Lakeyland Inc	
Supplier Payment	Check	28455	11/12/2025	775.00	Marauder Ortho LLC	
Supplier Payment	Check	28456	11/12/2025	375.36	Mark IV Enterprises Inc	
Supplier Payment	Check	28457	11/12/2025	500.00	Mercy Housing	
Supplier Payment	Check	28458	11/12/2025	1,575.00	Message Gears LLC	
Supplier Payment	Check	28459	11/12/2025	110.00	Northwest Drug-Safe LLC	
Supplier Payment	Check	28460	11/12/2025	7,164.17	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	28461	11/12/2025	2,054.42	One Call Concepts Inc	
Supplier Payment	Check	28462	11/12/2025	70.00	Porter W Yett Company	
Supplier Payment	Check	28463	11/12/2025	550.00	PPC Solutions Inc	
Supplier Payment	Check	28464	11/12/2025	4,053.18	Precision Concrete Cutting Inc - Remit-To: Supplier Precision Concrete Cutting Inc	
Supplier Payment	Check	28465	11/12/2025	194.04	SEA-WESTERN, INC.	
Supplier Payment	Check	28466	11/12/2025	200.35	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	28467	11/12/2025	10.35	State of Oregon Department of Transportation - Remit-To: OR DMV - Salem	
Supplier Payment	Check	28468	11/12/2025	59,770.24	State of Washington Department of Labor & Industries - Remit-To: Self-Insurance Section	
Supplier Payment	Check	28469	11/12/2025	100.00	State of Washington Department of Labor & Industries - Remit-To: State of WA LNI - Explosives Licensing	
Supplier Payment	Check	28470	11/12/2025	1.60	State of Washington Department of Licensing - Remit-To: Notary Public Program	
Supplier Payment	Check	28471	11/12/2025	988.00	State of Washington State Patrol	
Supplier Payment	Check	28472	11/12/2025	197.25	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	28473	11/12/2025	15,000.00	United States Postal Service - Remit-To: USPS - First Data/Remitco - 52940558	
Supplier Payment	Check	28474	11/12/2025	195.00	Vancouver Granite Works Inc	
Supplier Payment	Check	28475	11/12/2025	106.17	Vestis Group, Inc - Remit-To: Vestis - Pasadena	
Supplier Payment	Check	28476	11/12/2025	326.40	W.B. Sprague Co. Inc.	
Supplier Payment	Check	28477	11/12/2025	110.20	Washington State Criminal Justice Training Commission	
Supplier Payment	Check	28478	11/12/2025	45,816.57	Western Cascade Container LLC	
Customer Refund	Check	28479	11/19/2025	151.00	ADVANCED LLC	Double payment on invoice 00051064
Miscellaneous Payment	Check	28480	11/19/2025	34.00	Cinda Hendrix	Refund for membership that was not cancelled - employee error
Miscellaneous Payment	Check	28481	11/19/2025	164.52	Geotechnical Resources Inc.	Refund parking permit no longer need. COV11982, COV11983 & COV11982

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INVOICE PAYMENTS REPORT

Category	Type	Transaction Reference	Date	Amount	Payee	Memo
Miscellaneous Payment	Check	28482	11/19/2025	113.23	Jordan Roberts	Refund parking permit no longer needed. #COV14152
Miscellaneous Payment	Check	28483	11/19/2025	107.58	Kathryn Te Selle	Refund parking permit no longer needed. #COV08765
Supplier Payment	Check	28484	11/19/2025	195.53	Advanced Traffic Products Inc	
Supplier Payment	Check	28485	11/19/2025	64.40	Airgas, Inc	
Supplier Payment	Check	28486	11/19/2025	798.00	Allegheny Answering Services	
Supplier Payment	Check	28487	11/19/2025	252.00	Allegiance Benefit Plan Management Inc (COBRA)	
Supplier Payment	Check	28488	11/19/2025	4,880.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	28489	11/19/2025	80.00	Amex Products Inc	
Supplier Payment	Check	28490	11/19/2025	12,909.86	Anderson Glass Co	
Supplier Payment	Check	28491	11/19/2025	11,101.39	Brown & Wilson Partnership LLC	
Supplier Payment	Check	28492	11/19/2025	10,742.06	CFM Strategic Communications, Inc.	
Supplier Payment	Check	28493	11/19/2025	323.14	Chappelles Towing LLC	
Supplier Payment	Check	28494	11/19/2025	1,225.00	Clark County Fire District 5	
Supplier Payment	Check	28495	11/19/2025	62.91	Clark County Public Utility District No. 1	
Supplier Payment	Check	28496	11/19/2025	23.85	Clark County Public Utility District No. 1	
Supplier Payment	Check	28497	11/19/2025	29.68	Clark County Public Utility District No. 1	
Supplier Payment	Check	28498	11/19/2025	32.94	Clark County Public Utility District No. 1	
Supplier Payment	Check	28499	11/19/2025	1,735.86	Clark County Public Utility District No. 1	
Supplier Payment	Check	28500	11/19/2025	484,723.46	Clark County Public Utility District No. 1	
Supplier Payment	Check	28501	11/19/2025	62.71	Clark County Public Utility District No. 1	
Supplier Payment	Check	28502	11/19/2025	28.44	Clark County Public Utility District No. 1	
Supplier Payment	Check	28503	11/19/2025	78.63	Clark County Public Utility District No. 1	
Supplier Payment	Check	28504	11/19/2025	303,929.67	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	28505	11/19/2025	63,899.63	Clary Longview LLC	
Supplier Payment	Check	28506	11/19/2025	105.05	Clifford & Martin, Inc	
Supplier Payment	Check	28507	11/19/2025	7,082.88	Columbia Precast Products, LLC	
Supplier Payment	Check	28508	11/19/2025	106,433.75	Columbia River Mental Health Services	
Supplier Payment	Check	28509	11/19/2025	118.61	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	28510	11/19/2025	2,385.48	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	28511	11/19/2025	2,007.74	Community Foundation for Southwest Washington	
Supplier Payment	Check	28512	11/19/2025	7,800.00	Concord Adult Care Home, LLC	
Supplier Payment	Check	28513	11/19/2025	54,812.86	DLT Solutions LLC	
Supplier Payment	Check	28514	11/19/2025	835.32	Ecolights Northwest LLC	
Supplier Payment	Check	28515	11/19/2025	987.40	Fenton Transcription, LLC	
Supplier Payment	Check	28516	11/19/2025	1,500.00	Gary Stobbe	
Supplier Payment	Check	28517	11/19/2025	1,993.22	Glacier Northwest Inc	
Supplier Payment	Check	28518	11/19/2025	182.00	H&H Wood Recyclers	
Supplier Payment	Check	28519	11/19/2025	559.30	Harold LeMay Enterprises	
Supplier Payment	Check	28520	11/19/2025	25,087.61	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	28521	11/19/2025	13,761.69	Hispanic Metropolitan Chamber	
Supplier Payment	Check	28522	11/19/2025	2,481.73	Howmedica Osteonics Corp	
Supplier Payment	Check	28523	11/19/2025	1,244.88	JRT Mechanical Inc - Remit-To: JRT Mechanical Inc	

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INVOICE PAYMENTS REPORT

Category	Type	Transaction Reference	Date	Amount	Payee	Memo
Supplier Payment	Check	28524	11/19/2025	673.60	Kelley Connect Co	
Supplier Payment	Check	28525	11/19/2025	2,787.06	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	28526	11/19/2025	320.17	Langley's Ace Inc	
Supplier Payment	Check	28527	11/19/2025	2,441.48	Level 3 Financing, Inc	
Supplier Payment	Check	28528	11/19/2025	33,678.70	Life Insurance Company of North America	
Supplier Payment	Check	28529	11/19/2025	7,700.00	Maggie Smith Evansen, P.S.	
Supplier Payment	Check	28530	11/19/2025	10,099.20	McFarlanes Bark Inc	
Supplier Payment	Check	28531	11/19/2025	9,452.50	Medical Evaluation Specialists, LLC	
Supplier Payment	Check	28532	11/19/2025	600.00	Nagra & Atwal Corporation	
Supplier Payment	Check	28533	11/19/2025	5,000.00	National Association for the Advancement of Colored People	
Supplier Payment	Check	28534	11/19/2025	5,358.34	National Park Service - Remit-To: National Park Service - Pearson Lease	
Supplier Payment	Check	28535	11/19/2025	16.06	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	28536	11/19/2025	10,153.00	Parkeon	
Supplier Payment	Check	28537	11/19/2025	12,368.26	Passport Labs Inc. - Remit-To: Passport Labs Inc	
Supplier Payment	Check	28538	11/19/2025	1,500.00	Police Activities League of SW Washington	
Supplier Payment	Check	28539	11/19/2025	70.00	Porter W Yett Company	
Supplier Payment	Check	28540	11/19/2025	4,925.00	Portland Adventist Medical Center	
Supplier Payment	Check	28541	11/19/2025	15,907.61	Prestige Truck Accessories	
Supplier Payment	Check	28542	11/19/2025	91,387.71	Right Systems Inc	
Supplier Payment	Check	28543	11/19/2025	4,561.20	SafeFire LLC	
Supplier Payment	Check	28544	11/19/2025	35,324.34	Site Workshop Landscape Architecture, LLC	
Supplier Payment	Check	28545	11/19/2025	16,400.77	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	28546	11/19/2025	69,852.67	Southwest Washington Humane Society	
Supplier Payment	Check	28547	11/19/2025	300.00	State of Washington Department of Licensing - Remit-To: Notary Public Program	
Supplier Payment	Check	28548	11/19/2025	25,692.21	State of Washington Department of Transportation - Remit-To: WADOT - PO Box 47339	
Supplier Payment	Check	28549	11/19/2025	260.00	Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena	
Supplier Payment	Check	28550	11/19/2025	1,000.00	Talx UCM Services Inc	
Supplier Payment	Check	28551	11/19/2025	2,600.00	The McMullen Company Inc	
Supplier Payment	Check	28552	11/19/2025	5,486.75	Tiberius Solutions	
Supplier Payment	Check	28553	11/19/2025	598.40	Towing and Recovery Services, Inc.	
Supplier Payment	Check	28554	11/19/2025	6,340.00	Triangle Resources Inc	
Supplier Payment	Check	28555	11/19/2025	8,495.08	Triple J Enterprises, Inc.	
Supplier Payment	Check	28556	11/19/2025	3,352.83	United States Department of Agriculture - Remit-To: USDA APHIS - St Louis	
Supplier Payment	Check	28557	11/19/2025	8,000.00	United States Postal Service - Remit-To: United States Postal Service Caples	
Supplier Payment	Check	28558	11/19/2025	106.17	Vestis Group, Inc - Remit-To: Vestis - Pasadena	
Supplier Payment	Check	28559	11/19/2025	816.00	W.B. Sprague Co. Inc.	
Supplier Payment	Check	28560	11/19/2025	900.00	Washington Economic Development Association	
Supplier Payment	Check	28561	11/19/2025	285.39	Washington State Healthcare Authority	
Supplier Payment	Check	28562	11/19/2025	21,525.00	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	

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INVOICE PAYMENTS REPORT

Category	Type	Transaction Reference	Date	Amount	Payee	Memo
Supplier Payment	Check	28563	11/19/2025	2,282.68	Zayo Group Holding Inc - Remit-To: Zayo Group Holding Inc	
Ad Hoc Payment	Check	28564	11/19/2025	28.11	120 Up Members, LLC	333 SE 120TH AVE ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	28565	11/19/2025	1,253.70	Adkins,Ella	16117 NE 87TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	28566	11/19/2025	102.88	Banks,Lauri or Douglas	16216 SE 3RD ST ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	28567	11/19/2025	146.18	BPT LLC #8	2203 NE 163RD AVE ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	28568	11/19/2025	30.00	Brock,Myra	11528 NE 32ND ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	28569	11/19/2025	256.00	Carlson,Nancy	16019 SE 32ND ST ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	28570	11/19/2025	17.64	Catherine Morey or Jeffrey Werner	2308 NE 125TH AVE ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	28571	11/19/2025	194.46	Clark,Wendy or Edwin	10303 NE 22ND ST ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	28572	11/19/2025	23.67	Drew Excavating Inc	123 HYDRANT AVE ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	28573	11/19/2025	288.00	Ecaruan,Deborah	16106 NE 1ST CIR ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	28574	11/19/2025	108.22	Gene L Fox or Yvonne J Fox	12316 SE RIVERIDGE DR ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	28575	11/19/2025	121.80	Guillermo,Florence or Jessie	14120 NE 37TH CIR ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	28576	11/19/2025	213.82	Igor Gershun or ING Construction Inc	3119 NE 141ST AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	28577	11/19/2025	71.45	Johnson,Paul	4005 SE 183RD CT ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	28578	11/19/2025	20.59	KRG Underground Inc	123 HYDRANT AVE ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	28579	11/19/2025	24.73	Mcloud,Rachel or Nicholas	7012 NE 141ST CT ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	28580	11/19/2025	116.20	Melkonian,Bruce	2312 NE 78TH AVE ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	28581	11/19/2025	288.28	Pak,Jun Ja	8503 NE 25TH ST ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	28582	11/19/2025	260.59	Pawski,Elliott or Trina	9511 NE 133RD AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	28583	11/19/2025	358.90	Poppleton,Derek or Margaret	16015 NE 2ND ST ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	28584	11/19/2025	70.72	Pressnell,Matthew or Sarah	8202 NE 139TH CT ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	28585	11/19/2025	179.59	Riordan or Eugenia Lupisan	4410 NE 55TH WAY ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	28586	11/19/2025	106.54	The Paulus Revocable Living Trust	8107 NE 183RD PL ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	28587	11/19/2025	143.62	Yamada,Carol	15208 SE 35TH ST ,VANCOUVER,WA,98683
			Check	**2,853,267.72**		
Expense Payment	Direct Deposit	EFT-00324626	11/13/2025	36.06	Tanya Gray	
Expense Payment	Direct Deposit	EFT-00324627	11/13/2025	1,374.33	Joshua Miller	
Expense Payment	Direct Deposit	EFT-00324628	11/13/2025	942.21	Ben McCormack	
Expense Payment	Direct Deposit	EFT-00324629	11/13/2025	129.25	Jeff Brown	
Expense Payment	Direct Deposit	EFT-00324630	11/13/2025	107.21	Benjamin Burtle	
Expense Payment	Direct Deposit	EFT-00324631	11/13/2025	402.75	Julie Arenz	
Expense Payment	Direct Deposit	EFT-00324632	11/13/2025	72.75	Tom O'Connor	
Expense Payment	Direct Deposit	EFT-00324633	11/13/2025	146.08	Robb Milano	
Expense Payment	Direct Deposit	EFT-00324634	11/13/2025	44.52	Regan Cooke	
Expense Payment	Direct Deposit	EFT-00324635	11/13/2025	140.32	Joseph Lenahan	
Expense Payment	Direct Deposit	EFT-00324636	11/13/2025	190.61	Aaron Murphy	
Cash Advance Payment	Direct Deposit	EFT-00324637	11/13/2025	196.00	Dareen Thielbar	
Cash Advance Payment	Direct Deposit	EFT-00324638	11/13/2025	153.50	Frank Dick	
Cash Advance Payment	Direct Deposit	EFT-00324639	11/13/2025	559.50	Conrad Iranon	

*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
Expense Payment	Direct Deposit	EFT-00324640	11/13/2025	6.25	Angela Williams	
Expense Payment	Direct Deposit	EFT-00324641	11/13/2025	110.00	Bradley French	
Expense Payment	Direct Deposit	EFT-00324642	11/13/2025	648.17	Brian E. Wilson	
Expense Payment	Direct Deposit	EFT-00324643	11/13/2025	36.06	Lisa Brandl	
Expense Payment	Direct Deposit	EFT-00324644	11/13/2025	339.50	Bryan Snodgrass	
Expense Payment	Direct Deposit	EFT-00324764	11/20/2025	34.02	Tammy Michelson	
Expense Payment	Direct Deposit	EFT-00324765	11/20/2025	450.00	Mark Person	
Expense Payment	Direct Deposit	EFT-00324766	11/20/2025	87.00	Derac Wilson	
Expense Payment	Direct Deposit	EFT-00324767	11/20/2025	188.87	Jayson Burris	
Expense Payment	Direct Deposit	EFT-00324768	11/20/2025	182.44	John Sexson	
Expense Payment	Direct Deposit	EFT-00324769	11/20/2025	320.47	Ty Stober	
Expense Payment	Direct Deposit	EFT-00324770	11/20/2025	209.95	Tom Randall	
Expense Payment	Direct Deposit	EFT-00324771	11/20/2025	223.78	Angela Williams	
Expense Payment	Direct Deposit	EFT-00324772	11/20/2025	200.00	Andrew Jorgenson	
Expense Payment	Direct Deposit	EFT-00324773	11/20/2025	1,466.93	Erik Paulsen	
Expense Payment	Direct Deposit	EFT-00324774	11/20/2025	359.85	Alysha Chandra	
Cash Advance Payment	Direct Deposit	EFT-00324775	11/20/2025	255.75	Ty Stober	
Cash Advance Payment	Direct Deposit	EFT-00324776	11/20/2025	255.75	Diana Perez	
Expense Payment	Direct Deposit	EFT-00324777	11/20/2025	218.54	Jeffrey Towery	
Expense Payment	Direct Deposit	EFT-00324778	11/20/2025	328.00	Danil Nyukeyev	
Expense Payment	Direct Deposit	EFT-00324779	11/20/2025	96.75	Chris Goodner	
Expense Payment	Direct Deposit	EFT-00324780	11/20/2025	37.25	Game Maldonado	
			Direct Deposit	**10,550.42**		
Supplier Payment	EFT	EFT-00324541	11/10/2025	1,293.36	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00324542	11/10/2025	156.41	Legal Shield	
Supplier Payment	EFT	EFT-00324543	11/10/2025	33,670.34	IAFF Local #452	
Supplier Payment	EFT	EFT-00324544	11/10/2025	20,208.25	Allegiance Benefit Plan Management Inc (COBRA)	
Supplier Payment	EFT	EFT-00324545	11/10/2025	12,005.74	Vancouver Police Officer Guild	
Supplier Payment	EFT	EFT-00324645	11/13/2025	1,196.80	Marco Ideas Unlimited, Inc.	
Supplier Payment	EFT	EFT-00324646	11/13/2025	984.79	Power Systems West LLC	
Supplier Payment	EFT	EFT-00324647	11/13/2025	103.37	T2 Systems Inc - Remit-To: T2- Atlanta	
Supplier Payment	EFT	EFT-00324648	11/13/2025	866,281.74	Midway Underground LLC	
Supplier Payment	EFT	EFT-00324649	11/13/2025	3,010.00	Brad Piesch Aggressive Enterprises, Inc	
Supplier Payment	EFT	EFT-00324650	11/13/2025	947.73	Consolidated Supply Co	
Supplier Payment	EFT	EFT-00324651	11/13/2025	56,239.00	Colf Construction LLC	
Supplier Payment	EFT	EFT-00324652	11/13/2025	1,924.76	Fire Systems West	
Supplier Payment	EFT	EFT-00324653	11/13/2025	22,246.35	Fehr & Peers	
Supplier Payment	EFT	EFT-00324655	11/13/2025	12,000.00	Fort Vancouver High School Boosters	
Supplier Payment	EFT	EFT-00324656	11/13/2025	2,500.00	The Amy VanCamp Experience LLC	
Supplier Payment	EFT	EFT-00324657	11/13/2025	73,211.76	Advanced Excavating Specialists LLC	
Supplier Payment	EFT	EFT-00324658	11/13/2025	837,326.18	Tapani Inc	
Supplier Payment	EFT	EFT-00324659	11/13/2025	2,872.32	Solid Waste Systems	
Supplier Payment	EFT	EFT-00324660	11/13/2025	977.79	CoStar Reality Information Inc.	
Supplier Payment	EFT	EFT-00324661	11/13/2025	158,660.45	Jeffrey D. Barrar, PS	
Supplier Payment	EFT	EFT-00324662	11/13/2025	44,958.74	Stellar J Corporation	

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INVOICE PAYMENTS REPORT

Category	Type	Transaction Reference	Date	Amount	Payee	Memo
Supplier Payment	EFT	EFT-00324663	11/13/2025	129,944.74	Western United Civil Group, LLC - Remit-To: Western United Civil Group, LLC	
Supplier Payment	EFT	EFT-00324664	11/13/2025	59,495.09	Outsiderinn.org	
Supplier Payment	EFT	EFT-00324665	11/13/2025	360.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00324666	11/13/2025	6,840.00	BCE Engineers, Inc.	
Supplier Payment	EFT	EFT-00324667	11/13/2025	199,802.66	Del Sol Inc	
Supplier Payment	EFT	EFT-00324668	11/13/2025	3,750.00	Council for the Homeless	
Supplier Payment	EFT	EFT-00324669	11/13/2025	67,082.28	Live Love Outreach	
Supplier Payment	EFT	EFT-00324670	11/13/2025	8,158.45	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00324671	11/13/2025	78,411.17	Fourth Plain Forward	
Supplier Payment	EFT	EFT-00324672	11/13/2025	21,280.00	StreamlineAM LLC	
Supplier Payment	EFT	EFT-00324673	11/13/2025	1,800.00	Rock Creek Communications, LLC	
Supplier Payment	EFT	EFT-00324674	11/13/2025	5,000.00	Vietnamese Community of Clark County	
Supplier Payment	EFT	EFT-00324675	11/13/2025	18,775.38	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00324676	11/13/2025	8,062.00	Rapid Response Bio Clean Inc.	
Supplier Payment	EFT	EFT-00324677	11/13/2025	6,010.00	Elite Truck School, Inc	
Supplier Payment	EFT	EFT-00324678	11/13/2025	6,409.96	Retail Lockbox Inc	
Supplier Payment	EFT	EFT-00324679	11/13/2025	2,726.08	Distinctive Landscape LLC	
Supplier Payment	EFT	EFT-00324680	11/13/2025	1,600.00	Nelson Nygaard Consulting Associates Inc	
Supplier Payment	EFT	EFT-00324681	11/13/2025	980.84	Bound Tree Medical LLC	
Supplier Payment	EFT	EFT-00324682	11/13/2025	2,718.91	RELX Inc. - Remit-To: LexisNexis - Chicago	
Supplier Payment	EFT	EFT-00324683	11/13/2025	8,583.25	TMC Contractors LLC	
Supplier Payment	EFT	EFT-00324684	11/13/2025	29,204.35	Wilson Oil Inc. - Remit-To: Wilson Oil Inc	
Supplier Payment	EFT	EFT-00324685	11/13/2025	6,706.80	Vancouver Farmers Market Association	
Supplier Payment	EFT	EFT-00324686	11/13/2025	10,678.31	Copiers Northwest Inc.	
Supplier Payment	EFT	EFT-00324687	11/13/2025	1,971.60	State of Washington Consolidated Technology Services	
Supplier Payment	EFT	EFT-00324688	11/13/2025	2,255.00	Atlas Technical Consultants LLC	
Supplier Payment	EFT	EFT-00324689	11/13/2025	1,328.77	Loomis Armored US LLC	
Supplier Payment	EFT	EFT-00324690	11/13/2025	1,207.68	Oregon Rifleworks LLC	
Supplier Payment	EFT	EFT-00324691	11/13/2025	8,977.75	Halbert Construction Services LLC	
Supplier Payment	EFT	EFT-00324692	11/13/2025	1,732.50	ICC Codification, Inc.	
Supplier Payment	EFT	EFT-00324693	11/13/2025	3,000.00	Everyday Maintenance and Custodial Services	
Supplier Payment	EFT	EFT-00324694	11/13/2025	440.00	KFPro, Inc	
Supplier Payment	EFT	EFT-00324695	11/13/2025	1,123.62	American Green Energy Electric Inc	
Supplier Payment	EFT	EFT-00324696	11/13/2025	5,400.00	Elizabeth Kunesh	
Supplier Payment	EFT	EFT-00324697	11/13/2025	883.50	C21 Construction LLC	
Supplier Payment	EFT	EFT-00324698	11/13/2025	1,055.25	Allegiance Benefit Plan Management Inc (Pension and Flex).	
Supplier Payment	EFT	EFT-00324699	11/13/2025	12,958.44	Lasko Printing Specialties Inc	
Supplier Payment	EFT	EFT-00324700	11/13/2025	1,324.53	Continuant, Inc.	
Supplier Payment	EFT	EFT-00324701	11/13/2025	51,475.67	David Evans and Associates, Inc.	
Supplier Payment	EFT	EFT-00324702	11/13/2025	299.20	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00324703	11/13/2025	19.75	State of Washington Department of Enterprise Services	
Supplier Payment	EFT	EFT-00324704	11/13/2025	290.16	Gap Supply - Remit-To: GAP Supply	
Supplier Payment	EFT	EFT-00324705	11/13/2025	956.97	Junk It JunkRemoval LLC	
Supplier Payment	EFT	EFT-00324706	11/13/2025	11,010.56	Consolidated Electrical Distribution	
Supplier Payment	EFT	EFT-00324707	11/13/2025	38.06	Ziply Fiber	
Supplier Payment	EFT	EFT-00324708	11/13/2025	3,600.00	Sazan Group, Inc	
Supplier Payment	EFT	EFT-00324709	11/13/2025	6,277.76	Better Air Northwest, LLC	
Supplier Payment	EFT	EFT-00324710	11/13/2025	1,838.72	Jasmine Alayadhi	
Supplier Payment	EFT	EFT-00324717	11/20/2025	11,848.32	Cyclomedia Technology Inc	
Supplier Payment	EFT	EFT-00324718	11/20/2025	13,447.68	Consolidated Electrical Distribution	

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INVOICE PAYMENTS REPORT

Category	Type	Transaction Reference	Date	Amount	Payee	Memo
Supplier Payment	EFT	EFT-00324719	11/20/2025	2,890.82	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	EFT	EFT-00324720	11/20/2025	28,223.14	City Electric Co	
Supplier Payment	EFT	EFT-00324721	11/20/2025	397.36	Power Systems West LLC	
Supplier Payment	EFT	EFT-00324722	11/20/2025	97,345.12	Halbert Construction Services LLC	
Supplier Payment	EFT	EFT-00324723	11/20/2025	4,528.26	Workday Inc	
Supplier Payment	EFT	EFT-00324724	11/20/2025	598.40	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00324725	11/20/2025	772.50	PointNorth Consulting, Inc.	
Supplier Payment	EFT	EFT-00324726	11/20/2025	19,901.14	Wallis Engineering PLLC - Remit-To: Wallis Engineering	
Supplier Payment	EFT	EFT-00324727	11/20/2025	184.00	Universal Field Services Inc	
Supplier Payment	EFT	EFT-00324728	11/20/2025	3,760.13	Distinctive Landscape LLC	
Supplier Payment	EFT	EFT-00324729	11/20/2025	1,406.91	Vatten Plumbing LLC - Remit-To: Vatten Plumbing LLC	
Supplier Payment	EFT	EFT-00324730	11/20/2025	1,173.00	S&F Land Services, LLC	
Supplier Payment	EFT	EFT-00324731	11/20/2025	21,878.44	Wilson Oil Inc. - Remit-To: Wilson Oil Inc	
Supplier Payment	EFT	EFT-00324732	11/20/2025	2,609.41	Bound Tree Medical LLC	
Supplier Payment	EFT	EFT-00324733	11/20/2025	7,250.00	Arbutus Consulting LLC	
Supplier Payment	EFT	EFT-00324734	11/20/2025	640.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00324735	11/20/2025	3,327.52	Fehr & Peers	
Supplier Payment	EFT	EFT-00324736	11/20/2025	15,580.78	Oregon Native American Chamber	
Supplier Payment	EFT	EFT-00324737	11/20/2025	59,856.00	United Site Services of Nevada, Inc.	
Supplier Payment	EFT	EFT-00324738	11/20/2025	8,535.60	Todd Anhony Magliocca	
Supplier Payment	EFT	EFT-00324739	11/20/2025	735,826.16	Doolittle Acquisitions	
Supplier Payment	EFT	EFT-00324740	11/20/2025	1,264.64	Sarkinen Plumbing, Inc.	
Supplier Payment	EFT	EFT-00324741	11/20/2025	496.30	Jasmine Alayadhi	
Supplier Payment	EFT	EFT-00324742	11/20/2025	19,386.39	Wapiti NW LLC	
Supplier Payment	EFT	EFT-00324743	11/20/2025	6,478.78	Elite Truck School, Inc	
Supplier Payment	EFT	EFT-00324744	11/20/2025	186,617.74	Key Code Media, Inc	
Supplier Payment	EFT	EFT-00324745	11/20/2025	900.00	SC Beholdings LLC	
Supplier Payment	EFT	EFT-00324746	11/20/2025	31,425.52	Consor North America Inc - Remit-To: Consor North America Inc	
Supplier Payment	EFT	EFT-00324747	11/20/2025	17,536.24	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00324748	11/20/2025	2,442.44	Jay Dallum	
Supplier Payment	EFT	EFT-00324749	11/20/2025	3,943.80	Canopy Wellbeing	
Supplier Payment	EFT	EFT-00324750	11/20/2025	5,730.27	Accurate Investigation Services	
Supplier Payment	EFT	EFT-00324751	11/20/2025	5,000.00	Multilingual Community Association	
Supplier Payment	EFT	EFT-00324752	11/20/2025	9,959.45	Vancouver Housing Authority	
Supplier Payment	EFT	EFT-00324753	11/20/2025	25.00	Performance Occupational Health Services, LLC	
Supplier Payment	EFT	EFT-00324754	11/20/2025	2,856.00	Pacific Landscape Services Inc	
Supplier Payment	EFT	EFT-00324755	11/20/2025	560.00	Sharon Rice	
Supplier Payment	EFT	EFT-00324756	11/20/2025	6,212.50	Nelson Nygaard Consulting Associates Inc	
Supplier Payment	EFT	EFT-00324757	11/20/2025	13,170.00	Eurofins Eaton Analytical, LLC	
Supplier Payment	EFT	EFT-00324758	11/20/2025	400.00	Team HR, LLC	
Supplier Payment	EFT	EFT-00324759	11/20/2025	2,881.71	HDR Engineering, Inc	
Supplier Payment	EFT	EFT-00324760	11/20/2025	70.00	Brad Piesch Aggressive Enterprises, Inc	
Supplier Payment	EFT	EFT-00324761	11/20/2025	2,000.00	Andrew Prochniak	
Supplier Payment	EFT	EFT-00324762	11/20/2025	11,276.00	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00324763	11/20/2025	11,549.50	PBS Engineering and Environmental Inc	
Supplier Payment	EFT	EFT-00324781	11/21/2025	712.00	Rotschy Inc	
			EFT	**4,341,496.61**		
Supplier Payment	Manual Wire		11/7/2025	221.24	Allegiance Benefit Plan Management Inc	
Supplier Payment	Manual Wire		11/10/2025	7,327.08	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		11/10/2025	586.00	Oregon SDU	
Supplier Payment	Manual Wire		11/10/2025	6,332.98	Washington SDU	

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INVOICE PAYMENTS REPORT

Category	Type	Transaction Reference	Date	Amount	Payee	Memo
Supplier Payment	Manual Wire		11/10/2025	340,785.42	International City Management Association Retirement Corporation	
Supplier Payment	Manual Wire		11/10/2025	34,062.50	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		11/10/2025	28,125.00	Washington State Firefighters	
Supplier Payment	Manual Wire		11/10/2025	61,286.56	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		11/10/2025	7,072.77	Washington Dental Service	
Supplier Payment	Manual Wire		11/10/2025	158.64	Keybank National Association	
Supplier Payment	Manual Wire		11/12/2025	1,375,917.96	Internal Revenue Service	
Supplier Payment	Manual Wire		11/12/2025	189.00	Colorado Department of Revenue	
Supplier Payment	Manual Wire		11/13/2025	15,528.67	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire		11/13/2025	51,254.99	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire		11/13/2025	825,109.95	State of Washington Department of Retirement Systems (DRS)	
Procurement Card Payment	Manual Wire		11/13/2025	772,937.41	CoV JPM Procurement Card	
Supplier Payment	Manual Wire		11/14/2025	240,395.47	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		11/14/2025	8,686.14	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		11/14/2025	20,381.10	Washington Dental Service	
Supplier Payment	Manual Wire		11/17/2025	152.00	Bank Of America N.A. - Remit-To: Account Analysis	
Supplier Payment	Manual Wire		11/19/2025	31,656.50	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		11/19/2025	320,478.56	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Manual Wire		11/19/2025	409,671.67	Kaiser Permanente - Remit-To: Kaiser Permanente	
Supplier Payment	Manual Wire		11/19/2025	91,626.39	Paymentus Corporation	
Supplier Payment	Manual Wire		11/20/2025	6,360.81	Superion, LLC	
Supplier Payment	Manual Wire		11/20/2025	2,112.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire		11/21/2025	4,316,478.50	Fidelity National Title Co of Washington	
Supplier Payment	Manual Wire		11/21/2025	16,416.70	Washington Dental Service	
Supplier Payment	Manual Wire		11/21/2025	291,602.34	Blue Cross Blue Shield of Oregon	
			Manual Wire	**9,282,914.35**		
			Checks	**2,853,267.72**		
			Direct Deposit	**10,550.42**		
			EFT	**4,341,496.61**		
			11/17/2025	4,813.79	City Payments	Posted 11-10-25 to 11-16-25
			11/24/2025	10,163.69	City Payments	Posted 11-17-25 to 11-23-25
			Hansen Total	**14,977.48**		
			11/17/2025	279.54	Miscellanous	Parks Class Refunds FCC 11-10-25 to 11-16-25
			11/17/2025	300.00	Miscellanous	Parks Class Refunds MCC 11-10-25 to 11-16-25
			11/24/2025	1,111.70	Miscellanous	Parks Class Refunds FCC 11-17-25 to 11-23-25
			11/24/2025	1,695.00	Miscellanous	Parks Class Refunds MCC 11-17-25 to 11-23-25
			VISA Total	**3,386.24**		
			Payroll Total	**4,439,161.88**		
			GRAND TOTAL	**20,945,754.70**		

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City of Vancouver
Payroll Council Report
November 10, 2025 - November 23, 2025

Check No.	Date	Explanation	Amount	
3126 - 3143	11/10/25	November 10th Payroll	$	5,201.60
322600 - 324539	11/10/25	November 10th Direct Deposits	$	4,432,194.13
324540 - 324540	11/10/25	November 10th Direct Deposits	$	1,766.15
3110	10/24/25	Lost in the mail	$	(238.69)
3144	11/10/25	Replacing Check #3110	$	238.69
N/A	11/10/25	11/10/2025 NACHA Return	$	(500.00)
324716	11/17/25	Replacement for 11/10/25 NACHA return	$	500.00
3109	10/24/25	Misprinted Original - Unable to Cash	$	(713.87)
3145	11/17/25	Replacement for Check #3109	$	713.87

$ 4,439,161.88

A RESOLUTION relating to the continued temporary suspension of Comprehensive Plan and zoning code map and text change proposals under Vancouver Municipal Code Chapter 20.285, except those related to housing production.

Staff Report: 240-25

To: Mayor and City Council
From: City Manager
Date: December 1, 2025

Subject

Continued Resolution Allowing Housing Related Comprehensive Plan and Zoning Map and Text Changes

Key Points

- On November 13, 2023, the City Council adopted a resolution suspending the applicant driven Annual Review and zone map change process, through December 31, 2025.
- A November 13, 2023 staff memorandum referenced in the original resolution indicated that future map or text changes would be limited to changes needed to advance previously adopted plans, policies, and projects; changes needed to facilitate housing, particularly affordable housing; changes needed to avoid preventable sub-optimal outcomes, like development that clearly contradicts existing policy guidance or plan goals; and changes needed to ensure predictability and clarity in the development process through minor code corrections.
- At a workshop on October 20, 2025, the City Council directed staff to draft an updated resolution limiting future Comprehensive Plan and zoning map and text changes to those related to housing production, until the adoption off full Comprehensive Plan and zoning code update anticipated in 2026.
- Absent further action by Council, annual updates to Comprehensive Plan and zoning would resume in 2027, in accordance with Chapter 20.285 of the Vancouver Municipal Code (as may be amended).

Strategic Plan Alignment

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

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

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

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

Present Situation

The City is in the process of updating its 20-Year Comprehensive Plan, associated policies and development regulations, in alignment with the periodic review requirements of the Washington State Growth Management Act (GMA), specifically RCW 36.70A.130. Pausing applicant-initiated Comprehensive Plan and zoning code map and text amendments while the full update is underway is

necessary to best ensure that the mandatory periodic update of the City's Comprehensive Plan provides consistent policy implementation and follows clear, concise, and transparent decision-making throughout the process formally endorsed by City Council via the project charter.

Advantage(s)

1. Reduces the number and scope of Comprehensive Plan and zoning map and text changes while a full update to the City's 20-year Comprehensive Plan is underway, providing for consistent policy implementation and clear, concise, and transparent decision-making throughout the process, as formally endorsed by City Council through the project chartering process.
2. Limits the number of proposals for plan and code map and text amendments being considered outside of the comprehensive review occurring through the Comprehensive Plan update process to ensure internal consistency with the City's Comprehensive Plan.

Challenge(s)

Continues to pause applicant-initiated amendments, with the exception of those related to housing production, which might delay some development.

Budget Impact

None

Prior Council Review

City Council workshop review on October 27, 2025.

Action Requested

On Monday, December 1, 2025, approve the attached updated resolution continuing to limit Comprehensive Plan and zoning code map and text changes, except those related to housing production, until completion of the periodic update of the Comprehensive Plan and zoning code.

Staff Contact

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

Attachments:

1. Resolution

December 1, 2025

RESOLUTION NO._____

A RESOLUTION relating to the continued temporary suspension of Comprehensive Plan and zoning code map and text change proposals under Vancouver Municipal Code Chapter 20.285, except those related to housing production.

WHEREAS, pursuant to the Revised Code of Washington (RCW) 36.70A.040, the City of Vancouver is a jurisdiction that is required to formally adopt a comprehensive land use plan for managing urban growth and development under the framework defined in the Washington State Growth Management Act, guided by the land use planning goals set forth in RCW 36.70A.020, and first adopted as the Vancouver Comprehensive Plan under this framework in 1994; and WHEREAS, pursuant to RCW 36.70A.130, the City of Vancouver is obligated to perform a periodic review of its existing Comprehensive Plan, associated policies, and implementing land use and development regulations on a recurring basis; and

WHEREAS, the Vancouver Comprehensive Plan was last updated in 2011, and the City's implementing land use regulations under Title 20 of the Vancouver Municipal Code (VMC) have not been significantly updated since 2004; and

WHEREAS, RCW 36.70A.130(2) provides that the City may, but is not required to, conduct more frequent updates to the comprehensive plan, so long as such updates occur no more often than annually, except for certain specified statutory exceptions; and

WHEREAS, VMC 20.285.040(A) and (F) provide that all comprehensive plan amendments must be reviewed concurrently, not more than once per year and at least periodically as provided by state law; and

WHEREAS, the City is required by RCW 36.70A.130(2) to establish and broadly disseminate a public participation program that identifies procedures and schedules whereby comprehensive plan updates, proposed amendments, or revisions are considered; and

WHEREAS, on February 27, 2023, the Vancouver City Council adopted Resolution No. M-4210 publicly confirming the chartering process and Council decision making framework for the City's 2025 Comprehensive Plan Update, as defined in that Resolution No. M-4210; and

WHEREAS, the City is complying with the requirement of RCW 36.70A.140 to ensure broad public participation in the City's land use planning and development regulation process through the 2025 Comprehensive Plan Update outreach; and

WHEREAS, on November 13, 2023, City Council adopted a Resolution providing for the temporary suspension of annual review of development and land proposals through December 31, 2025 to facilitate and support the state-mandated periodic review of the Vancouver Comprehensive Plan pursuant to Staff Report 204-23; and

WHEREAS, continued temporary suspension of changes to the Comprehensive Plan or zoning code map and text is necessary to best ensure that the mandatory periodic update of the City's Comprehensive Plan provides consistent policy implementation and follows the clear, concise, and transparent decision-making throughout the process formally endorsed by City Council; and

WHEREAS, because the City of Vancouver and all of Clark County, Washington, are experiencing an unprecedented housing affordability and availability crisis; and

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

Section I . Findings. The above findings of fact and recitations of law are adopted in support of this Resolution.

Section 2. Temporary Suspension of Applicant Initiated Annual Review Process. The review of individual Comprehensive Plan and zoning map and text changes under VMC Chapter 20.285, except those directly related to housing production, is temporarily suspended until such date as the periodic update of the Comprehensive Plan and implementing development regulation pursuant to RCW 36.70.A.130 is completed pursuant to formal City Council action adopting the Comprehensive Plan, to facilitate and support the state-mandated periodic review of the Vancouver Comprehensive Plan.

ADOPTED at a Regular Meeting of the Vancouver City Council this 1st day of December, 2025.

_____

Anne McEnerny-Ogle, Mayor

Attest:

_____

By: Natasha Ramras, City Clerk (or Designee)

Approved as to form:

_____

By: Nena Cook, City Attorney (or Designee)



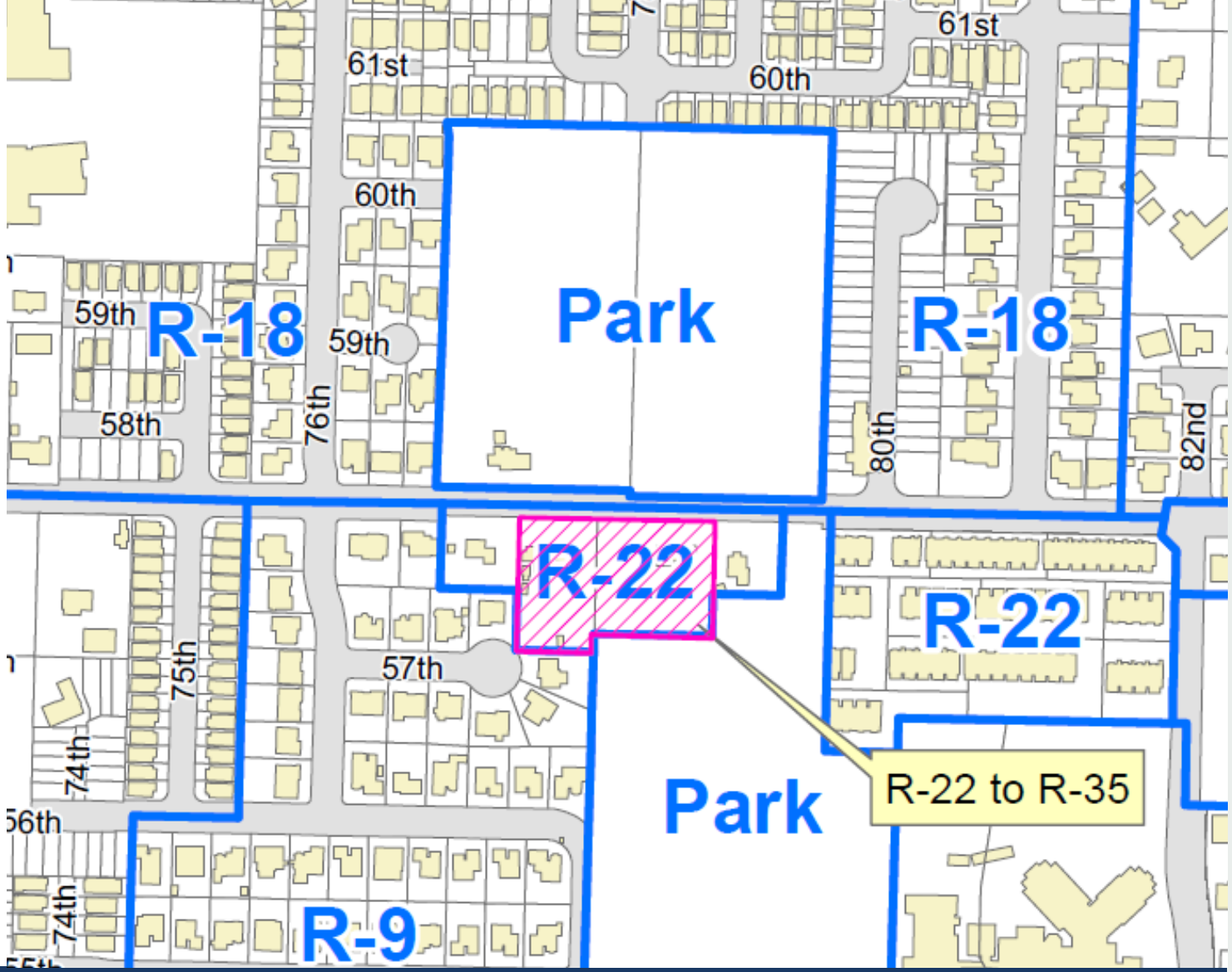
CITY OF Vancouver WASHINGTON

58th Street Rezone Reapplication R-22 to R-35 on 1.6-acre site

City Council Communications

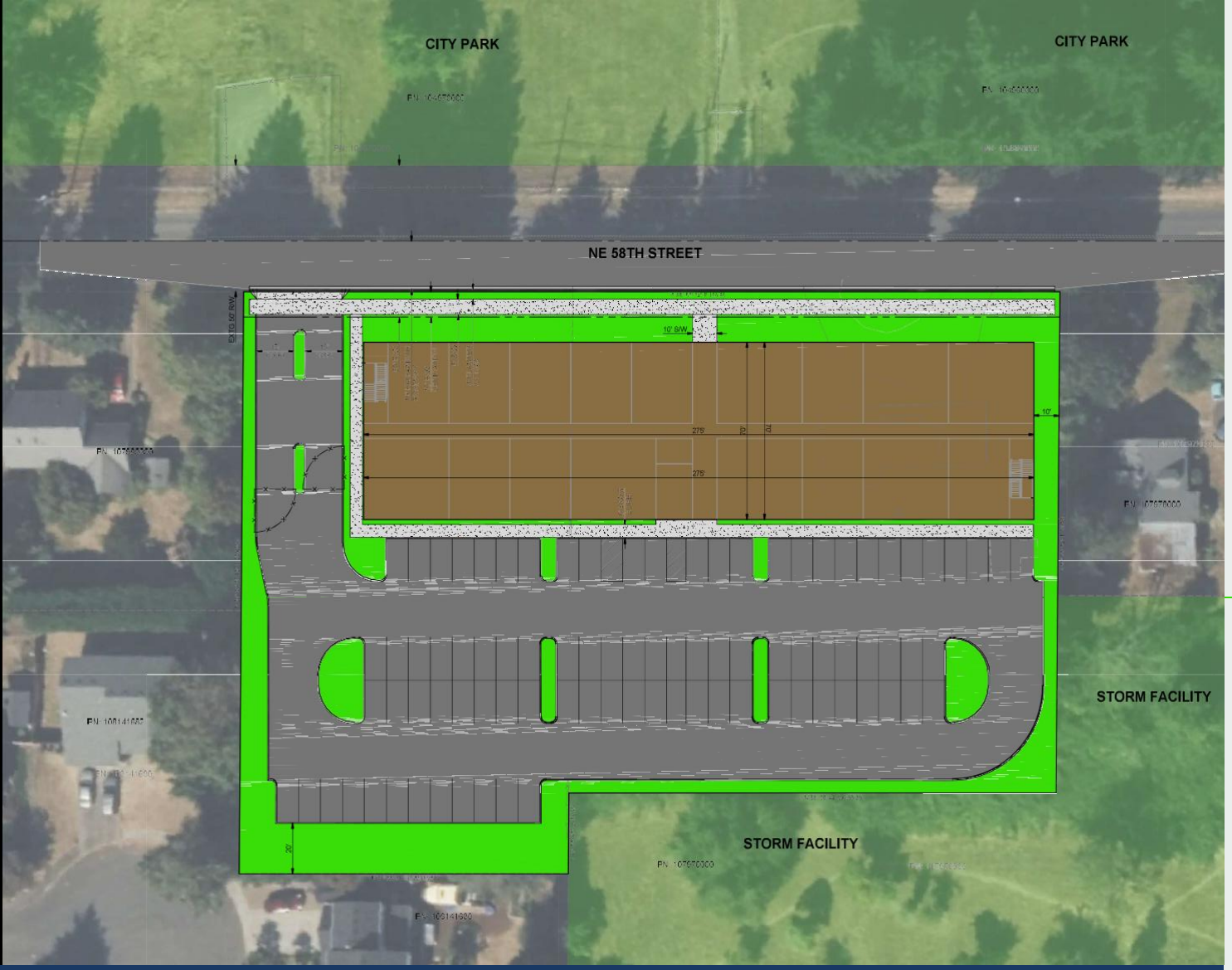
Bryan Snodgrass, Principal Planner, City of Vancouver Community Development Department, Comprehensive Planning Division

December 1, 2025



Area Zoning

- Applicant has reapplied for R-35 zoning after R-50 denied by City Council in August. Recommended by Planning Commission on November 18 by 5-2 vote.
- Medium Scale Neighborhood designation envisioned in DEIS and draft Preferred Alternative map



Conceptual Site Plan

- Same off-site improvements to be required as previously described - crosswalk to park, asphalt paths to east and west along south side of 58th Street
- Same applicant pledges as previous – place building in NE corner, retain all existing trees on south property line, and some on west property line, including at the SW corner

Building Concept



SOUTH ELEVATION

- Three story, 50 foot high, 54-unit apartment envisioned
- Site is within expiring Transit Overlay District allowing 25% density bonus if application submitted before spring 2026 update
- R-22 would allow 50 foot high building with 36 units, or 45 units with TOD
- R-35 would allow 60 feet and 57 units, or 70 units with TOD



Return to City Council

- Overall questions or concerns
- What additional information is needed for public hearing?
- Should a Development Agreement be required to ensure development occurs as presented by applicant?

Thank You



bryan.snodgrass@cityofvancouver.us 360-487-7946