

City Council Meeting Agenda February 23, 2026

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. February 23, 2026. 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 February 23, 2026. Instructions will be provided on-site. Register to testify online. Online registration is open until 12:00 p.m. on February 23, 2026.

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: 4:30-6:00 p.m.

Vancouver City Hall - Aspen Room - 415 W 6th Street, Vancouver WA

Comprehensive Plan Update

(Approximately 1 hour)

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

Boards and Commissions Spring Recruitment

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

Joy Fowler, Engagement and Access Director, Tawny Maruhn, Senior Support Specialist,
Joy.Fowler@cityofvancouver.us, tawny.maruhn@cityofvancouver.us

Council Dinner / Closed Session to discuss collective bargaining pursuant to RCW 42.30.140(4) (6:00 - 6:30 PM)

Regular Council Meeting

6:30 PM

Vancouver City Hall - Aspen Room - 415 W 6th Street, Vancouver WA

Pledge of Allegiance

Call to Order and Roll Call

Approval of Minutes

Minutes - February 2, 2026

Proclamations

Black History Month

Community Communication

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

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 — Water Towers 5 and 6 Coating Replacements

Staff Report: 028-26

Request: On Monday, February 23, 2026 accept the facilities constructed by F.D. Thomas, Inc. and authorize release of the contractor’s retainage, subject to receipt of all documentation required by law.

Patrick Craney, Water Resource Engineer, Mehrin Selimgir, Water Engineering Manager, patrick.craney@cityofvancouver.us, Mehrin.Selimgir@cityofvancouver.us

2. Contract Award — Cascade Fire Equipment Corp for Purchasing and Customizing Tractor-Drawn Aerial Ladder Trucks - C-102137

Staff Report: 029-26

Request: On Monday, February 23, 2026, authorize the City Manager or designee to finalize

and execute a contract for up to \$5,500,000 with Cascade Fire Equipment Corp to purchase and customize tractor-drawn aerial ladder trucks.

Jacob Mahan, Senior Management Analyst, jacob.mahan@cityofvancouver.us

3. Contract Award — Temporary Services Contracts - C-102169 / C-102164 / C-102163 / C-102168

Staff Report: 030-26

Request: On Monday, February 23, 2026, authorize the City Manager, or designee, to finalize and execute four temporary employment services agency agreements between the City of Vancouver and Northwest Staffing (\$4,000,000), 22nd Century Technologies (\$2,000,000), Impact Recruiting (\$500,000), and Boly:Welch (\$500,000) for a total amount not to exceed \$7,000,000 allocated between the four service providers.

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

4. Contract Amendment — Increase in Contract Funding for Workers' Compensation Third Party Administrator - C-101539

Staff Report: 031-26

Request: On Monday, February 23, 2026, authorize the City Manager, or designee, to finalize and execute an amendment to contract C-101539 with Liberty Mutual Group Inc., to increase contract funding up to a maximum of \$660,000.

Brent Waddle, Risk and Safety Manager, brent.waddle@cityofvancouver.us

5. Contract Amendment — Extension of Contract for Television Video Production, Broadcast Equipment and Related Services - C-101575

Staff Report: 032-26

Request: On Monday, February 23, 2026, authorize the City Manager, or designee, to finalize and execute a contract amendment to extend for one additional year contract C-101575 between the City of Vancouver ("City") and Key Code Media, Inc. of Kent, WA, for an additional \$300,000, for a new total not to exceed amount of \$1,500,000.

Jim Demmon, Video Services Manager, Cary Driskell, Assistant City Attorney,
jim.demmon@cityofvancouver.us, cary.driskell@cityofvancouver.us

6. Professional Services Agreement — Lasko Printing Specialties Inc: Digital High-Speed Printing and Related Goods and Services - C-102155 RFP 2-26

Staff Report: 033-26

Request: On Monday, February 23, 2026, authorize the City Manager, or designee, to finalize and execute a professional services agreement between the City of Vancouver and Lasko Printing Specialties Inc (DBA: Lasko Printing Inc) for an estimated amount not to exceed \$3,000,000.

7. First Amendment to Historic Reserve Properties Primary Lease

Staff Report: 034-26

Request: On Monday, February 23, 2026, authorize the City Manager, or designee, to execute the First Amendment to the Historic Reserve Properties Primary Lease dated January 1, 2024, between the City of Vancouver and the Vancouver National Historic Reserve Trust (commonly known as the Historic Trust) in substantially the form attached.

Jeffrey Towery, Deputy City Manager, Jeff.Towery@cityofvancouver.us

8. Resolution for Fourth Plain Small Business Resiliency Grant Program

A RESOLUTION of the City Council of Vancouver, Washington, authorizing the establishment of the Small Business Resiliency Grant Program, approving the use of Fourth Plain for All Investment funds to provide direct financial assistance to qualifying small businesses, authorizing the selection of qualified nonprofit community based organization to administer the program, and authorizing the City Manager or designee to execute agreements necessary to implement the program.

Staff Report: 035-26

Request: On Monday, February 23, 2026, finalize and approve the resolution authorizing the City Manager, or designee, to negotiate and issue a contract with one or more qualified nonprofit community-based organizations to administer the Small Business Resiliency Grant Program, using \$300,000 in Fourth Plain for All Investment funds, in accordance with City procurement rules.

Chris Harder, Deputy Economic Development Director, Victor Saldanha, Small Business & Entrepreneurship Program Manager, chris.harder@cityofvancouver.us, Victor.Saldanha@cityofvancouver.us

9. Multifamily Tax Exemption — Palisades West Apartments

A RESOLUTION of the City Council of the City of Vancouver approving a contract with PALISADES WEST LLC and its successors and assigns (Applicant) for an 8-year limited property tax exemption for market-rate rental housing, for the properties located at 19104 and 19110 SE Brady Road, Camas WA 98607 (Exhibit A).

Staff Report: 036-26

Request: On Monday, February 23, 2026, adopt a resolution authorizing the City Manager, or designee, to execute a conditional multi-family property tax exemption certificate and take any and all action necessary to enforce the terms thereof.

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

10. Ordinance for the 58th Street Rezone Reapplication

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver; amending the zoning map designation from R-22 to R-35 at a 1.6 acre property at 7711 and 7809 NE 58th Street, tax lots 107971000 and 107982000; providing for severability; and establishing an effective date.

Staff Report: 037-26

Request: On Monday, February 23, 2026, advance the ordinance to consider the proposed rezone to R-35 setting the date for the second reading and public hearing for March 2, 2026.

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

11. Amendment to Downtown Redevelopment Authority Bylaws

AN ORDINANCE of the City of Vancouver relating to changes to the Bylaws of the Downtown Redevelopment Authority (“DRA”); adopting an amendment to Section 2.09 of the Bylaws clarifying the employment status of the Executive Director.

Staff Report: 038-26

Request: On Monday, February 23, 2026, advance the ordinance, setting the date for the second reading and public hearing for March 2, 2026.

Jeffrey Towery, Deputy City Manager, Jeff.Towery@cityofvancouver.us

12. Approval of the Claim Vouchers

Request: Approve claim vouchers for February 23, 2026.

Communications

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

Homeless Situation Report

Community Forum

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

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.

OUR VANCOUVER

OUR FUTURE 2045

Comprehensive Plan/Title 20 Update Planning Commission Workshop: Code Details Pt. 2

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

Mark Person (he/him), Senior Planner, Community Development

City Council Workshop | February 23, 2026

Agenda

- Recap
 - Comprehensive Plan
 - Code Framework
 - Council-endorsed Preferred Land Use Alternative and Council feedback
- Zoning Code Details
 - Buffers between districts
 - Bicycle parking requirements
 - Landscaping and tree preservation
 - Non-conformities
 - Development notice updates
- Coming Up + Discussion

Purpose

Get your feedback on additional details of the draft zoning code



OUR VANCOUVER Comprehensive Plan

- A guide for the city’s growth and development over the next **20 years** (2025-2045).

	2024	Growth	2045 Targets
Population	~200,000	+ 81,000	~281,000
Housing Units	~86,000	+ 38,000	~124,000
Jobs	~100,000	+ 43,100	~143,100

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 leading-edge efforts to address climate change.

Learn about
our community

Develop
alternatives

Understand
potential impacts

Refine map,
policies, & code

Adopt plan
and code



New State Laws

- At a minimum, allow up to 4 units per residential lot and up to 6 units per residential lot if near transit or if at least 2 units are affordable.
 - ➔ Standards for middle housing cannot be more restrictive than those for detached single-family homes
- Make room for set numbers of housing units in all income levels – over 30,000 total new units citywide
 - ➔ Including permanently supportive housing



- Account for racially disparate impacts
- At a minimum, allow 2 ADUs per residential lot
- No parking minimums for affordable housing and no more than 0.5 per unit for all other housing
- Only one stairwell required for residential buildings 6-stories or less
- Align impact fees to size of housing
- Allow for permanently supportive housing



Code Framework

Goals:

- Easy to understand
- Supports connected and accessible neighborhoods, more and diverse housing, and unique and authentic places
- Uses land efficiently
- Focuses on form
- Reduces non-conformities

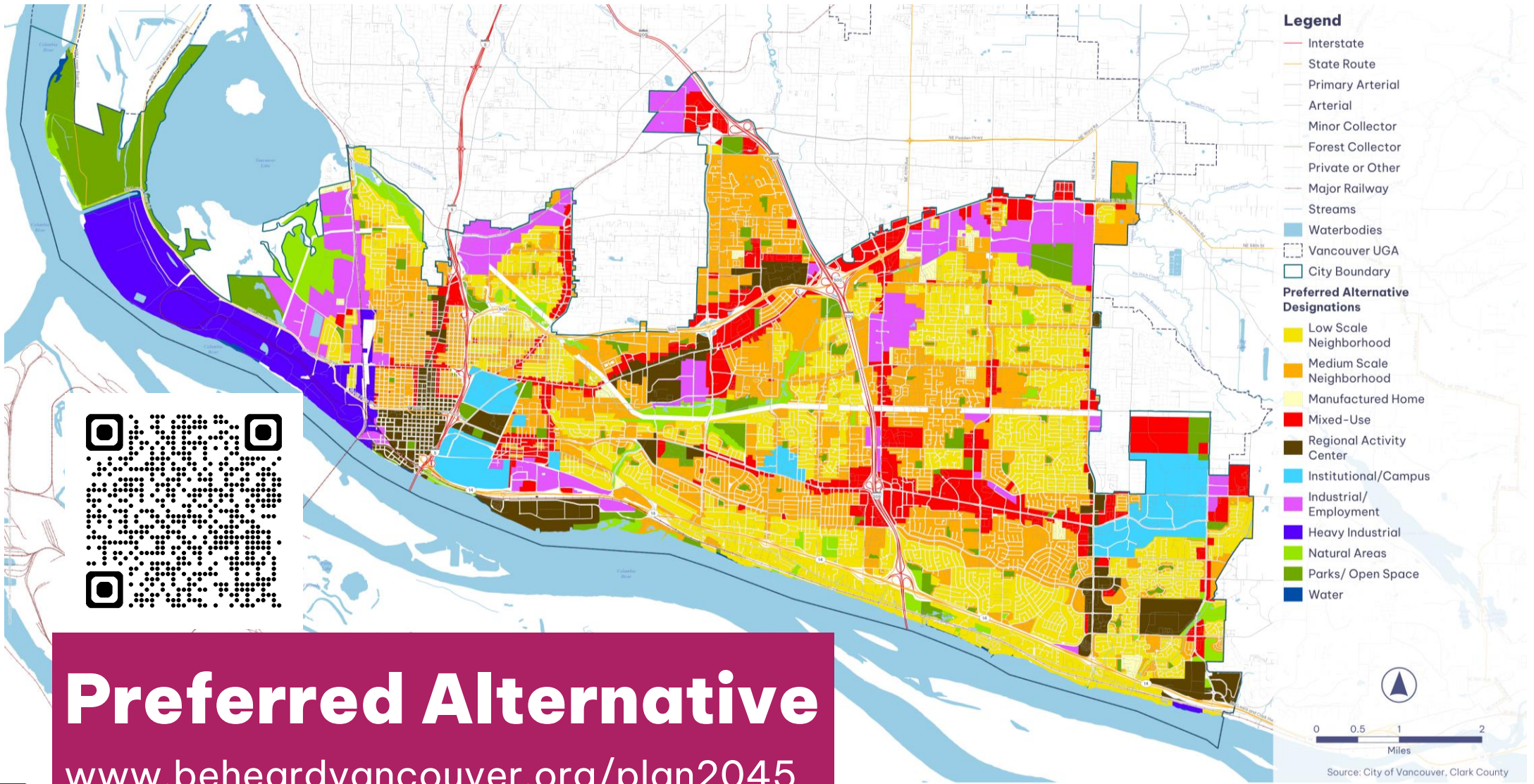
Key Components:

- All areas will have a **Base District**
 - Allowed **building types**
 - Allowed **uses**
- Some areas will also have an **Overlay**

	Existing Code	New Code
Uses	Allowed or prohibited	Mixing uses allowed/required
Density	Focuses on density maximums	Focuses on density minimums
Building Height	Maximums	Maximums
Parking	Minimums	No minimums
Building placement	Lot coverage, setbacks	Relationship to the street, build-to lines, building types

Note: Heavy Industrial zoning district will be fundamentally different from all other districts.





Preferred Alternative
www.beheardvancouver.org/plan2045



Draft Densities and Heights

Base District	Minimum Residential Density (units/acre)	Maximum Height
Manufactured Home	None	2 stories (35')
Low-Scale	8	*3 stories (45')
Medium-Scale	16	5 stories (75')
Mixed-Use	32	8 stories (110')
Regional Activity Center	64	None
Institutional/Campus	None	None
Employment/Industrial	N/A	12 stories (150')
Heavy Industrial	N/A	None

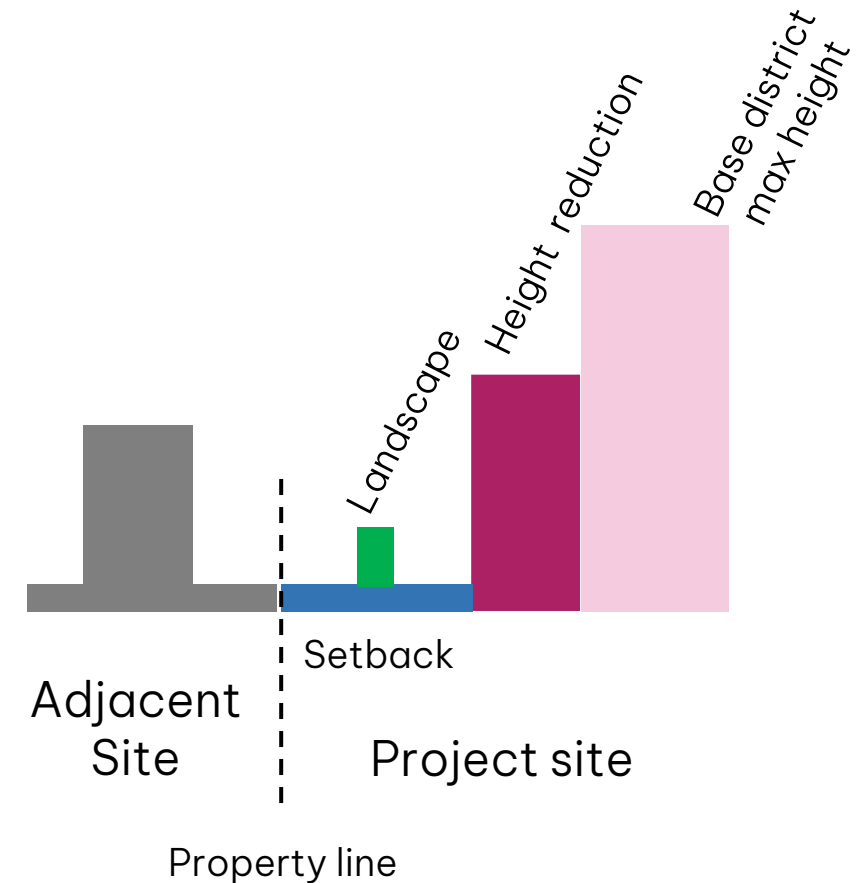
No maximum density or minimum heights in any district.

*Low-Scale Neighborhood is only district where max number of floors is proposed to be regulated



Buffers Between Zoning Districts

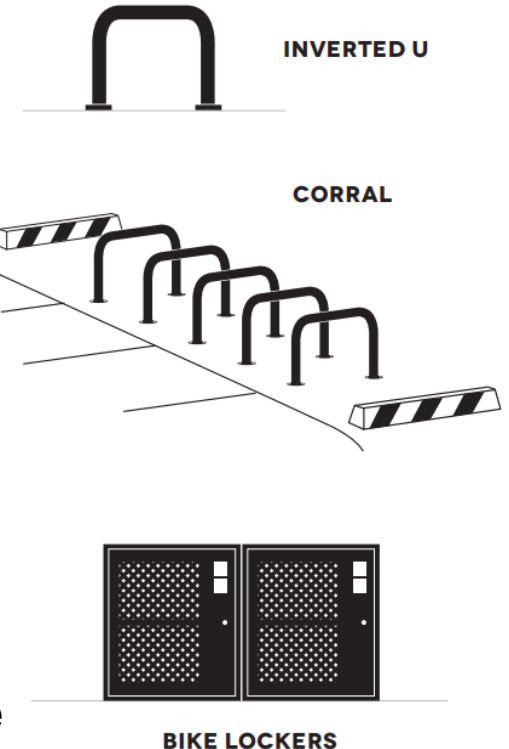
- Fewer base districts result in bigger jumps between districts.
- Buffers proposed on higher-intensity zoned properties when they share a property line with a lower-intensity zoned property.
- Most buffers include:
 - Setback
 - Landscaping
 - Height reduction
- Base district maximum height allowed on remainder of site



Graphic for illustrative purposes only. Not to scale.

Bicycle Parking

- Existing code has standards but does not *require* bicycle parking. Draft code requires for new and full re-development.
- Requirements for both short-term and long-term parking
- Number of spaces
 - Based on use
 - Not required for 6 units or less on parent parcel (middle housing)
 - 50% reduction allowed when at least half of units are affordable to people making 100% of the area median or below
 - Can count on-street public spaces to meet required short-term
- Space size and access
 - 6 feet by 3 feet by 2 feet, with 5 feet clearance leading up to the space, 6 feet for lockers
 - Minimum access pathway of 32 inches (matches ADA minimum) that connects to right of way. Can include elevators.
 - Allowances for in-unit spaces and shared facilities.



Landscaping and Tree Preservation

- Updated landscaping and tree preservation requirements in alignment with the Climate Action Framework and best practices.
 - ➔ Increase preservation requirements for trees in fair and good condition 12-inch diameter at breast height (DBH) or larger onsite
 - ➔ Increase landscape parking islands and tree cover/shade for surface parking lots
 - ➔ Automated irrigation system required
 - ➔ Minimum canopy coverage requirements



Non-conformities

- Change in zoning and development standards will result in nonconforming situations.
- Allow for the continuation and expansion of legally-established nonconforming structures and uses.
 - Current code does not allow any expansion of nonconforming use
- If a nonconforming structure is damaged by a catastrophic event, it may be rebuilt within its original footprint if an application is filed within one year of the damage.
- Routine repairs and maintenance are permitted. Any changes to a structure required by the Building Official or Fire Marshal is permitted as repair and maintenance.



Development Notice Updates

Development	Notice
3-6 units	No notification per state law. (Same as single-family and duplex)
7-200 units	Large sign. Adding pre-app for 7-19 units.
>200 units	Large sign. Mailed notice to occupants and owners within 300'. + Public comment period
Subdivisions	Large sign. Mailed notice to occupants and owners within 300'. + Public comment period



Neighborhood Notice

- ➔ For subdivisions and when 7+ units
- ➔ Neighborhoods may opt in to pre-app notice.
- ➔ Neighbors may attend pre-app and ask questions as time allows.
- ➔ Applicant to send notice to neighborhood associations prior to land use submittal.



Council and Commission Feedback

City Council 1/26

- Clarify development notices
- Manufactured Home height
- Disappointed no parking maximums/height minimums
- Front setback flexibility, particularly in Low-Scale Neighborhood
- Clarify Building Type standards related to corridors, lobbies and number of entrances.

Planning Commission 2/10

- Look into limiting stories for Medium-Scale, in addition to Low-scale
- Concerns that buffers could overly restrict housing, but preferred buffers over district-wide height reductions
- Interest in how buffers can support usable open space for site users
- Review bike parking minimums to ensure not over-requiring/limiting desired uses and housing
- Ensure anyone can opt into pre-app notice and participate



Coming Up

- **Draft of Plan & Code**
 - ➔ Mid-February: Release of drafts for public
 - Community presentations
 - ➔ Continued Council and Commission Review
 - March 10: Planning Commission – Code and Plan
 - March 16: City Council – Plan- Annexation, Community Experience and Implementation Chapters
 - March 23: City Council – Code
- **Initiate Adoption Process in April (PC) and May (Council)**
 - Supported by Final Environmental Impact Statement (FEIS)

Community Presentations

Thur, Feb 19

4p-6p
Virtual

Thur, Feb 26

11a-1p
Virtual

Sat, Feb 28

11a-1p
City Hall

Wed, Mar 4

5:30-7:30p
Cascade Park
Community Library



Thank you & Discussion

www.beheardvancouver.org/plan2045

OurVancouver2045@cityofvancouver.us





MEMORANDUM

DATE: February 23, 2026
TO: Vancouver City Council
FROM: Lon Pluckhahn, City Manager
RE: **OUR VANCOUVER – Title 20 Update Part 2**
CC: Rebecca Kennedy, Deputy Director, Community Development Department
Mark Person, Senior Planner, Community Development Department

Intent

This is the second in a series of three Council workshops focused on the updated draft zoning code. The purpose of this workshop is for City Council to review and provide feedback on proposed code requirements in the following areas:

- Buffers between zoning districts
- Bicycle parking requirements
- Landscaping and tree preservation
- Non-conformities
- Development notice updates

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 and provide necessary public facilities to achieve that vision. Title 20 of the Vancouver Municipal Code (VMC) serves as the primary regulatory vehicle to implement the City’s Comprehensive Plan, and by reference, the requirements of the Washington State Growth Management Act (GMA). The Comprehensive Plan and code are both subject to annual incremental changes most years.

Since the comprehensive plan was last updated, new laws under GMA require the City to allow a minimum of 4-6 units on single-family lots (HB 1110) and to plan for and accommodate a minimum of approximately 38,000 new housing units affordable at a range of income bands (HB 1220) and 44,000 new jobs by 2045. The City Council has also adopted several policy documents that provide guidance on desired outcomes and goals, including: connected, accessible and equitable neighborhoods; increased housing at all income levels; efficient use of land; safe multimodal transportation options; aggressive climate action and equitable adaptation; increased access to services and opportunities; and prioritizing community health and wellbeing. To achieve these outcomes, the City’s regulatory framework must be updated to allow a wider and more diverse range of uses and building types.

Zoning Code Framework

The proposed new code has 10 base zoning districts (compared to the 17 districts in the City’s current zoning code) nested under four Comprehensive Plan designations (Figure 1).

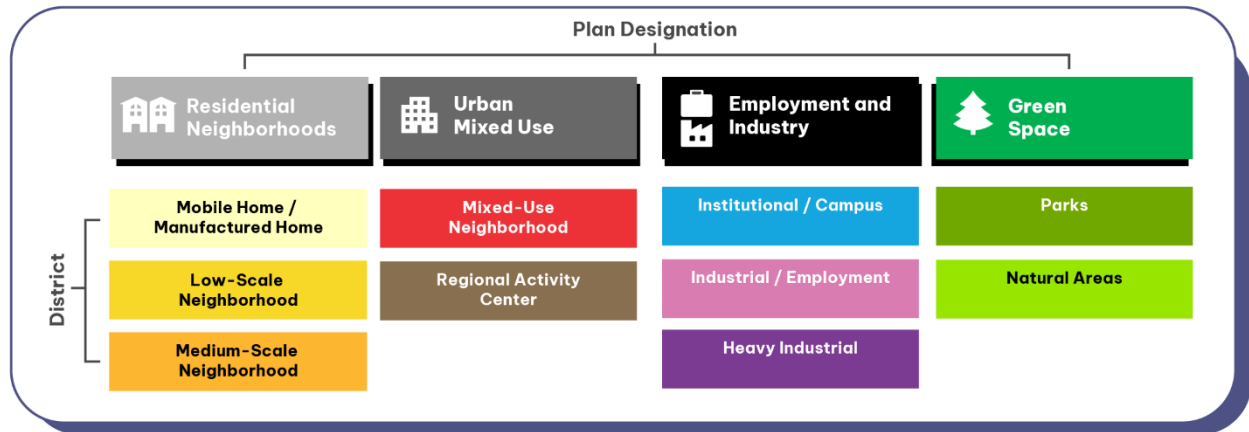


Figure 1. Proposed Comprehensive Plan designations with draft zoning districts nested underneath.

The 10 proposed districts with their minimum residential density and maximum height requirements are outlined in Table 1. Since the last Council workshop on January 26, 2026, the Manufactured Home district maximum height has been increased from 15 feet to 35 feet based on Council feedback. Minimum height requirements that were included in earlier proposals have been removed

Table 1 Minimum Densities and Maximum Heights for Proposed Zoning Districts

Base District	Minimum Residential Density (units/acre)	Maximum Height
Manufactured Home	None	2 stories (35')
Low-Scale	8	*3 stories (45')
Medium-Scale	16	5 stories (75')
Mixed-Use	32	8 stories (110')
Regional Activity Center	64	None
Institutional/Campus	None	None
Employment/Industrial	New housing not allowed	12 stories (150')
Heavy Industrial	New housing not allowed	None
Parks	New housing not allowed	None
Natural Areas	New housing not allowed	None

The current zoning code also regulates minimum density in all residential zones and maximum height in all districts. However, different from the existing code, the draft code

does not include maximum density in order to support efficient use of land, protect agricultural and natural areas from urban sprawl, and add more housing to meet the needs of the community. Indirectly, the number of dwelling units per acre will still be limited by:

- Site constraints (such as land size, slopes, critical areas, etc.),
- Building code requirements (safety, ADA, etc.), and
- Other regulations in the zoning code (maximum building height, required setbacks, maximum impervious area, etc.).

In addition to height and density requirements, the base district will also establish allowed building types and allowed uses. Some areas will also have an overlay.

The Council-endorsed Preferred Land Use Alternative map (Figure 2) shows the locations of the 10 proposed base zoning districts across Vancouver. For additional details and past discussions on the Preferred Alternative and proposed zoning code framework, see Council materials from [December 1, 2025, workshop](#) and [January 26, 2026, workshop](#) respectively and Attachment A.

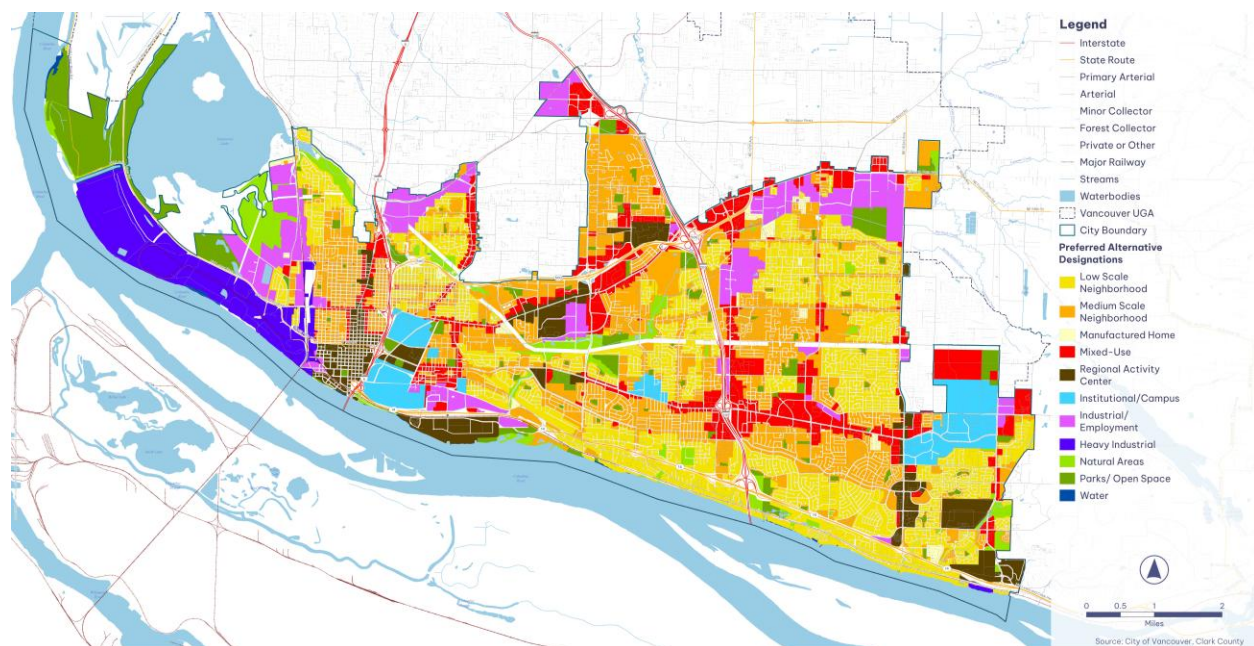


Figure 2. Preferred Land Use Alternative endorsed by [City Council on December 15, 2025](#).

Buffers Between Zoning Districts

In the current code, there are landscape and setback requirements required on properties when they are adjacent to a property with a different zoning, including when they're separated by a street. In certain circumstances, step backs are required for properties zoned with a Higher-Density Residential district or Commercial and Mixed-Use district. Details can be found in [Vancouver Municipal Code \(VMC\) 20.925.030](#).

The draft code proposes landscape and setback requirements between properties with different zoning when the developing property is considered a higher intensity zoning than the adjacent property. The draft code also proposes height reductions, often called step

backs, within a certain distance of the property line shared with the lower-intensity zoned property.

For example, in the draft code, if a property zoned Mixed-use Neighborhood (MX) is being developed and is next to Low-scale Neighborhood (LS):

- The property being developed will need to have a 15-foot setback that includes a 6-foot screen of landscaping.
- The building height will be limited to 45 feet within 20 feet of the shared property line.
- The remainder of site can develop to the base district maximum height of 110 feet.

Table 2 describes the buffer requirements for a project site when it shares a property line with properties zoned Manufactured Home, Low-scale Neighborhood, or Medium-Scale Neighborhood. The draft code also proposes buffers for Industrial/Employment and Heavy Industrial properties when adjacent to Mixed-use Neighborhood, Regional activity Center, or Institutional / Campus. Additionally, the draft code simplifies the buffers outlined in the current zoning code, which spreads these requirements across multiple tables and footnotes. See Attachment B for details.

These buffers respond to past Council direction, community feedback, and best planning practices that support the need for thoughtful transitions between different development patterns. While the Preferred Alternative helps address this by establishing a gradient of districts across the city, the Preferred Alternative has fewer base districts than exist today. This results in bigger differences in regulations and resulting development patterns between adjacent districts. Thus, there is still a need for transitions between each district to support land use and development compatibility.

Table 2 Draft Buffers for Project Sites adjacent to Properties Zoned Manufactured Home, Low-Scale Neighborhood, and Medium-Scale Neighborhood

Project Site	Manufactured Home	Low-Scale	Medium-Scale
Manufactured Home	None	None	None
Low-Scale Neighborhood	General landscaping	None	None
Medium-Scale Neighborhood	10' setback 6' screen planting 10'-20': 35' max height	3' screen planting	None
Mixed-use Neighborhood	10' setback 6' wall planting 10'-20': 35' max height	15' setback 6' screen planting 15'-20': 45' max height	10' setback 3' screen planting 10'-15': 75' max height
Regional Activity Center	10' setback 6' wall planting 10'-20': 35' max height	25' setback 6' screen planting 25'-30': 55' max height	15' setback 6' wall planting 15'-20': 75' max height

Institutional/ Campus	10' setback 6' wall planting 10'-20': 35' max height	25' setback 6' wall planting 25'-30': 55' max height	15' setback 6' wall planting 15'-20': 75' max height
Industrial/ Employment	25' setback 6' screen planting 25'-30': 35' max height	35' setback 6' berm + planting 35'-40': 45' max height	15' setback 6' wall planting 15'-20': 75' max height
Heavy Industrial	25' setback 6' screen planting 25'-30': 35' max height	45' setback 6' berm + planting 45'-50': 45' max height	45' setback 6' berm + planting 45'-50': 45' max height

Bicycle Parking Requirements

The draft code proposes requiring a minimum number of short- and long-term bicycle parking spaces based on use for new development or full redevelopment of properties, consistent with policy direction in the City's [2024-2044 Transportation System Plan](#). Although the existing code has standards for bicycle parking when voluntarily provided, the draft proposed code is different in that it *requires* bicycle parking in addition to establishing standards for what that parking looks like.

This change aims to promote bicycling as a mode of transportation, providing options for a wider range of transportation choices that are more affordable than vehicle ownership and reduce transportation-related greenhouse gas emissions. Sufficient bicycle parking is necessary to encourage more bicycle travel throughout the city by providing a safe, secure, and convenient place to park.

In the draft code, bicycle parking would not be required for Residential Uses when there are 6 units or less on parent parcel to reduce barriers for the creation of middle housing options. Similarly, a 50% reduction would be allowed when at least half of the dwelling units in a project are affordable to people making 100% of the area median income (AMI) or below to reduce barriers to creating affordable housing.

Standards proposed include minimum dimensions for each space, acceptable rack types, and stipulations to support easy access to the bicycle parking space. The draft code also proposes appropriate yet flexible location requirements, such as allowances for in-unit spaces and shared facilities.

See Attachment C for details.

Landscaping and Tree Preservation

The current section on landscaping and tree preservation in the zoning code is 20-25 years old. In response to the Climate Action Framework (CAF) and more recent best practices, the draft code proposes a significant update to the landscaping and tree preservation code.

The current code is ambiguous about how tree preservation should occur when sites develop. Currently standards for development are unclear, making it challenging to implement and achieve the City's tree canopy and climate goals. The draft code proposes clearer standards and increases preservation requirements for onsite trees that are in fair

and good condition and are 12-inch diameter at breast height (DBH) or larger. It specifies that at least 33% of these trees will need to be preserved, while continuing to account for site-specific conditions (e.g., terrain challenges) and right-of-way improvements.

Additionally, the draft code proposes increases in the frequency and size of landscape islands in parking lots to better mitigate heat and manage stormwater. With a changing climate, there is also an increased need for automated irrigation systems to keep trees and landscaping alive and healthy, so the draft code proposes to require these systems for new development.

Non-conformities

The zoning code update is expected to create legally nonconforming properties due to changes in zoning districts and development standards. Under the current code, nonconforming uses are not allowed to expand their existing footprint, which limits how older structures and uses can evolve over time. The draft code proposes allowing legally established nonconforming structures and uses to continue and potentially expand, offering more flexibility than the existing rules. Routine repairs and maintenance for nonconforming structures are already permitted and proposed new regulations continue this, including any work required by the Building Official or Fire Marshal. If a nonconforming structure is damaged by a catastrophic event, proposed regulations will still allow it to be rebuilt within its original footprint. The draft proposed code acknowledges that nonconformities will occur but aims to provide clearer, more accommodating standards for how these properties can be maintained, rebuilt, or expanded.

Development Notices

Currently, the City relies heavily on mailed notices to inform nearby residents and property owners about proposed development at a specific site. The proposed updates to the development notice process continue to include mailed notices while also making updates to comply with state law, support more housing, and provide notice to a wider audience.

Under the proposed process, there will continue to be mailed notices and associated comment periods for subdivisions and developments of more than 200 dwelling units. The mailing radius is proposed to be reduced from 500 feet to 300 feet. In addition to mailed notices, the new code will require a large posted sign for any development over 6 units. This is a change from current practice where only projects requiring a public hearing have signs posted, representing a large increase in the number of projects that will be posted and the size of the signs. This change is intended to inform more community members about proposed development, as many may not live near a proposed development but still visit, work, or attend school in the area. The current process does not require any mailed or signage notice for 1–19-unit projects. The increased frequency and size of site posting reflects recent conversations with the City’s community engagement team, best practices, and feedback from neighbors across many projects that mailed notice is not an effective way to reach them.

Pre-application meetings are meetings between applicants and City staff prior to the applicant submitting an application for development. These meetings are currently required

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for subdivisions or for projects with 20 or more units. Under the proposed process, these meetings will also be required for developments of 7-19 units. Neighborhoods may opt in to be notified of pre-application meetings and may attend and ask questions at the meeting as time allows.

See Attachment D for a table summarizing development notice requirements.

Next Steps

In March 2026, the Council will continue to review draft Comprehensive Plan chapters and the draft code in workshop format. The project team anticipates publishing a Draft Comprehensive Plan and Title 20 Land Use and Development Code in mid-February, for community, board and commission, Council and Department of Commerce review. The Comprehensive Plan update and Zoning Code update have a June 2026 adoption deadline.

Attachment

- Attachment A: Draft Zoning Code
- Attachment B: Buffer Table and Diagram
- Attachment C: Bicycle Parking Standards
- Attachment D: Development Notice Requirements

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OUR COMMUNITY CODE

THE CITY OF VANCOUVER, WA

DRAFT: 02.02.25

CHAPTER 20.400

Development Standards

20.400.001 PURPOSE.

The purpose of this chapter is to establish development standards that guide high-quality, context-sensitive growth within the City of Vancouver. These standards support a broader range of mixed-use and middle-housing options while preserving neighborhood livability and protecting consumer choice in the housing market. Flexibility is encouraged by allowing a diverse set of building types in each district, provided they reinforce the intended land-use character and contribute positively to the surrounding urban form to the extent possible.

20.400.002 DEVELOPMENT STANDARDS.**20.410 Zoning Districts.****20.420 Building Types.****20.430 Use Requirements.****20.440 Frontage Types.****20.450 Additional Development Standards.**

CHAPTER 20.410

Zoning Districts

20.410.001 PURPOSE.

The purpose of this chapter is to introduce ten (10) city-wide zoning districts, each with baseline zoning requirements applicable to every parcel of property (lot). The zoning districts are aligned with the place-type goals outlined in the future land use plan and include requirements for base densities, height ranges, and allowable building types.

20.410.002 APPLICABILITY.

This chapter shall be applicable to all permit applications on any lot or lots. Building types and primary use types associated with any permit shall also be subject to **Chapter 20.270 VMC Site Plan Review**, and as applicable per requirements for the primary use type or types per **Chapter 20.430 VMC Use Requirements**.

20.410.003 ESTABLISHMENT OF ZONING DISTRICTS.

The zoning districts include the following:

20.410.010 Low-Scale Neighborhood District (LS).

20.410.020 Medium-Scale Neighborhood District (MS).

20.410.030 Mixed-Use Neighborhood District (MX).

20.410.040 Regional Activity Center (RA).

20.410.050 Institutional / Campus District (IC).

20.410.060 Industrial / Employment District (IE).

20.410.070 Heavy Industrial District (HI).

20.410.080 Manufactured Home District (MH).

20.410.090 Parks and Open Space District (PO).

20.410.100 Natural Areas District (NA).

20.410.010 LOW-SCALE NEIGHBORHOOD



Character Image

1. PURPOSE AND CHARACTER.

The Low-Scale Neighborhood District (LS) is designed to foster a community characterized by lower intensity and scaled housing that includes diverse middle housing options. This includes a range of housing types such as single-family homes, townhouses, rowhouses, duplexes, triplexes, fourplexes, fiveplexes, six-plexes, stacked flats, and cottage cluster housing. The LS district also encourages smaller-scale commercial activities at corner nodes to enhance neighborhood life, such as cafés, salons, professional services, and restaurants. The character image on this page is advisory only.

2. ADDITIONAL REQUIREMENTS.

- See **Chapter 20.450 VMC Additional Development Standards** of this code for other requirements that may apply to this district.
- See **Chapter 20.500 VMC Overlay Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.600 VMC Plan Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.700 VMC Environmental Regulations** of this code for other requirements that may apply to this district.

Building Types (See Chapter 20.420 VMC)	Allowable
010 Single-Family Residential Building (SFB)	Yes
020 Townhouse / Rowhouse Building (TRB)	Yes
030 Stacked Multi-Plex Building (SMB)	Yes
040 Flex-Plex Building (FPB)	Yes
050 Cottage Court Building (CCB)	Yes
060 Multifamily Building (MFB)	No
070 Mid-Rise Residential Building (MIB)	No
080 Mixed-Use Residential Building (MXB)	Yes
090 Mixed-Use Office Building (MOB)	No
100 Commercial Block Building (CBB)	Yes
110 Big Box Retail Building (BRB)	No
120 Flexible-Use Building (FUB)	No
130 Industrial / Distribution Building (IDB)	No
140 Structured Parking Garage Building (SPB)	No
150 Civic / Institutional Building (CIB)	Yes

Table of Allowable Building Types

3. BASE DENSITY.

- **Minimum Density.** Eight (8) Units per Acre.
- **Maximum Density.** No Maximum.

4. HEIGHT RANGE.

- **Minimum Height.** No minimum.
- **Maximum Height.** Three (3) floors above the adjacent grade and forty-five (45') feet.

5. BUILDING TYPES.

See table on this page for allowable building types within the district. See **Chapter 20.420 VMC Building Types** of this code for building type requirements.

6. USE REQUIREMENTS.

See **Chapter 20.430 VMC Use Requirements** of this code for individual use permit requirements.

010 LS

20.410.020 MEDIUM-SCALE NEIGHBORHOOD



Character Image

1. PURPOSE AND CHARACTER.

The Medium-Scale Neighborhood District (MS) is designed to foster a vibrant community with medium-intensity housing and a variety of housing options. This includes housing types such as courtyard buildings, apartment buildings, and multifamily buildings, complementing those found in LS. The MS district also supports commercial activities that enhance neighborhood vitality and creates main streets, such as cafés, restaurants, small offices, retail shops, and other local businesses. The character image on this page is advisory only.

2. ADDITIONAL REQUIREMENTS.

- See **Chapter 20.450 VMC Additional Development Standards** of this code for other requirements that may apply to this district.
- See **Chapter 20.500 VMC Overlay Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.600 VMC Plan Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.700 VMC Environmental Regulations** of this code for other requirements that may apply to this district.

Building Types (See Chapter 20.420 VMC)	Allowable
010 Single-Family Residential Building (SFB)	Yes
020 Townhouse / Rowhouse Building (TRB)	Yes
030 Stacked Multi-Plex Building (SMB)	Yes
040 Flex-Plex Building (FPB)	Yes
050 Cottage Court Building (CCB)	Yes
060 Multifamily Building (MFB)	Yes
070 Mid-Rise Residential Building (MIB)	No
080 Mixed-Use Residential Building (MXB)	Yes
090 Mixed-Use Office Building (MOB)	Yes
100 Commercial Block Building (CBB)	Yes
110 Big Box Retail Building (BRB)	No
120 Flexible-Use Building (FUB)	Yes
130 Industrial / Distribution Building (IDB)	No
140 Structured Parking Garage Building (SPB)	No
150 Civic / Institutional Building (CIB)	Yes

Table of Allowable Building Types

3. BASE DENSITY.

- **Minimum Density.** Sixteen (16) Units per Acre.
- **Maximum Density.** No Maximum.

4. HEIGHT RANGE.

- **Minimum Height.** No minimum.
- **Maximum Height.** Seventy-five (75') feet.

5. BUILDING TYPES.

See table on this page for allowable building types within the district. See **Chapter 20.420 VMC Building Types** of this code for building type requirements.

6. USE REQUIREMENTS.

See **Chapter 20.430 VMC Use Requirements** of this code for individual use permit requirements.

020 MS

20.410.030 MIXED-USE NEIGHBORHOOD



Character Image

1. PURPOSE AND CHARACTER.

The Mixed-Use Neighborhood District (MX) is designed to foster a vibrant, walkable environment that integrates diverse housing options with commercial uses and urban public spaces, connected by pedestrian-friendly streets. Housing options in this district include mid-rise residential buildings, mixed-use developments, and multifamily buildings of varying scales, expanding upon those found in the Medium-Scale Neighborhood District (MS). The MX district also supports a range of commercial activities that enhance the district's vibrancy, such as professional offices, medical services, cafés, restaurants, grocery stores, markets, and other retail shops. The character image on this page is advisory only.

2. ADDITIONAL REQUIREMENTS.

- See **Chapter 20.450 VMC Additional Development Standards** of this code for other requirements that may apply to this district.
- See **Chapter 20.500 VMC Overlay Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.600 VMC Plan Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.700 VMC Environmental Regulations** of this code for other requirements that may apply to this district.

Building Types (See Chapter 20.420 VMC)	Allowable
010 Single-Family Residential Building (SFB)	No
020 Townhouse / Rowhouse Building (TRB)	Yes
030 Stacked Multi-Plex Building (SMB)	Yes
040 Flex-Plex Building (FPB)	Yes
050 Cottage Court Building (CCB)	Yes
060 Multifamily Building (MFB)	Yes
070 Mid-Rise Residential Building (MIB)	Yes
080 Mixed-Use Residential Building (MXB)	Yes
090 Mixed-Use Office Building (MOB)	Yes
100 Commercial Block Building (CBB)	Yes
110 Big Box Retail Building (BRB)	No
120 Flexible-Use Building (FUB)	Yes
130 Industrial / Distribution Building (IDB)	No
140 Structured Parking Garage Building (SPB)	Yes
150 Civic / Institutional Building (CIB)	Yes

Table of Allowable Building Types

3. BASE DENSITY.

- **Minimum Density.** Thirty-Two (32) Units per Acre.
- **Maximum Density.** No Maximum.

4. HEIGHT RANGE.

- **Minimum Height.** No minimum.
- **Maximum Height.** One hundred and ten (110') feet.
- **Maximum Buffer Height.** See **Table 20.410.004.1**.

5. BUILDING TYPES.

See table on this page for allowable building types within the district. See **Chapter 20.420 VMC Building Types** of this code for building type requirements.

6. USE REQUIREMENTS.

See **Chapter 20.430 VMC Use Requirements** of this code for individual use permit requirements.

030 MX

20.410.040 REGIONAL ACTIVITY CENTER



Character Image

1. PURPOSE AND CHARACTER.

The Regional Activity Center District (RA) is designed to foster economic growth, provide diverse entertainment and civic opportunities, and address housing needs. This district encourages the development of compact, mixed-use areas with integrated open spaces that seamlessly connect the city's core to surrounding neighborhoods through walkable corridors and frequent transit access. Housing options in the RA include mid-rise residential buildings, mixed-use developments, podium buildings, and multifamily structures of various scales. The district also supports a wide range of commercial activities and complementary uses that enhance its vibrancy and diversity, such as mixed-use offices, structured parking, and civic or institutional buildings. The character image on this page is advisory only.

2. ADDITIONAL REQUIREMENTS.

- See **Chapter 20.450 VMC Additional Development Standards** of this code for other requirements that may apply to this district.
- See **Chapter 20.500 VMC Overlay Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.600 VMC Plan Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.700 VMC Environmental Regulations** of this code for other requirements that may apply to this district.

Building Types (See Chapter 20.420 VMC)	Allowable
010 Single-Family Residential Building (SFB)	No
020 Townhouse / Rowhouse Building (TRB)	No
030 Stacked Multi-Plex Building (SMB)	No
040 Flex-Plex Building (FPB)	No
050 Cottage Court Building (CCB)	No
060 Multifamily Building (MFB)	Yes
070 Mid-Rise Residential Building (MIB)	Yes
080 Mixed-Use Residential Building (MXB)	Yes
090 Mixed-Use Office Building (MOB)	Yes
100 Commercial Block Building (CBB)	Yes
110 Big Box Retail Building (BRB)	Yes
120 Flexible-Use Building (FUB)	Yes
130 Industrial / Distribution Building (IDB)	No
140 Structured Parking Garage Building (SPB)	Yes
150 Civic / Institutional Building (CIB)	Yes

Table of Allowable Building Types

3. BASE DENSITY.

- **Minimum Density.** Sixty-Four (64) Units per Acre.
- **Maximum Density.** No Maximum.

4. HEIGHT RANGE.

- **Minimum Height.** No minimum.
- **Maximum Height.** No maximum.

5. BUILDING TYPES.

See table on this page for allowable building types within the district. See **Chapter 20.420 VMC Building Types** of this code for building type requirements.

6. USE REQUIREMENTS.

See **Chapter 20.430 VMC Use Requirements** of this code for individual use permit requirements.

040 RA

20.410.050 INSTITUTIONAL / CAMPUS



Character Image

1. PURPOSE AND CHARACTER.

The Institutional / Campus District (IC) is designed to foster areas that will support employment through academic, civic, and medical institutions and provide housing options that blend with the district character. These may also include uses such as athletic facilities, event spaces, equipment, and other accessory uses that are needed to support the city's valuable institutions and enhance economic development. Housing options in the IC district include rowhouses, rowhouses, multifamily buildings, and mid-rise buildings intended to encourage more walking and biking to work. The character image on this page is advisory only.

2. ADDITIONAL REQUIREMENTS.

- See **Chapter 20.450 VMC Additional Development Standards** of this code for other requirements that may apply to this district.
- See **Chapter 20.500 VMC Overlay Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.600 VMC Plan Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.700 VMC Environmental Regulations** of this code for other requirements that may apply to this district.

Building Types (See Chapter 20.420 VMC)	Allowable
010 Single-Family Residential Building (SFB)	No
020 Townhouse / Rowhouse Building (TRB)	Yes
030 Stacked Multi-Plex Building (SMB)	Yes
040 Flex-Plex Building (FPB)	Yes
050 Cottage Court Building (CCB)	No
060 Multifamily Building (MFB)	Yes
070 Mid-Rise Residential Building (MIB)	Yes
080 Mixed-Use Residential Building (MXB)	Yes
090 Mixed-Use Office Building (MOB)	Yes
100 Commercial Block Building (CBB)	Yes
110 Big Box Retail Building (BRB)	Yes
120 Flexible-Use Building (FUB)	Yes
130 Industrial / Distribution Building (IDB)	Yes
140 Structured Parking Garage Building (SPB)	Yes
150 Civic / Institutional Building (CIB)	Yes

Table of Allowable Building Types

3. BASE DENSITY.

- **Minimum Density.** No Minimum.
- **Maximum Density.** No Maximum.

4. HEIGHT RANGE.

- **Minimum Height.** No minimum.
- **Maximum Height.** No Maximum.

5. BUILDING TYPES.

See table on this page for allowable building types within the district. See **Chapter 20.420 VMC Building Types** of this code for building type requirements.

6. USE REQUIREMENTS.

See **Chapter 20.430 VMC Use Requirements** of this code for individual use permit requirements.

050 IC

20.410.060 INDUSTRIAL / EMPLOYMENT



Character Image

1. PURPOSE AND CHARACTER.

The Industrial/Employment District (IE) is designed to foster a mix of larger-scale industrial facilities, warehousing, and flexible-use spaces alongside smaller multi-tenant industrial and office uses. Clustered to promote economic development and synergy between business and industries, the IE district also includes parks and open spaces that buffer industrial areas and connections to adjacent residential areas to encourage more walking and biking to work. The character image on this page is advisory only.

2. ADDITIONAL REQUIREMENTS.

- See **Chapter 20.450 VMC Additional Development Standards** of this code for other requirements that may apply to this district.
- See **Chapter 20.500 VMC Overlay Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.600 VMC Plan Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.700 VMC Environmental Regulations** of this code for other requirements that may apply to this district.

Building Types (See Chapter 20.420 VMC)	Allowable
010 Single-Family Residential Building (SFB)	No
020 Townhouse / Rowhouse Building (TRB)	No
030 Stacked Multi-Plex Building (SMB)	No
040 Flex-Plex Building (FPB)	No
050 Cottage Court Building (CCB)	No
060 Multifamily Building (MFB)	No
070 Mid-Rise Residential Building (MIB)	No
080 Mixed-Use Residential Building (MXB)	No
090 Mixed-Use Office Building (MOB)	Yes
100 Commercial Block Building (CBB)	Yes
110 Big Box Retail Building (BRB)	Yes
120 Flexible-Use Building (FUB)	Yes
130 Industrial / Distribution Building (IDB)	Yes
140 Structured Parking Garage Building (SPB)	Yes
150 Civic / Institutional Building (CIB)	Yes

Table of Allowable Building Types

3. BASE DENSITY.

- **Minimum Density.** No Minimum.
- **Maximum Density.** No Maximum.

4. HEIGHT RANGE.

- **Minimum Height.** No minimum.
- **Maximum Height.** One hundred and fifty (150') feet.

5. BUILDING TYPES.

See table on this page for allowable building types within the district. See **Chapter 20.420 VMC Building Types** of this code for building type requirements.

6. USE REQUIREMENTS.

See **Chapter 20.430 VMC Use Requirements** of this code for individual use permit requirements.

060 IE

20.410.070 HEAVY INDUSTRIAL



Character Image

1. PURPOSE AND CHARACTER.

The Heavy Industrial District (HI) is designed to foster large-scale industrial activities, such as manufacturing, processing, and distribution, while integrating principles of walkability and bikability to enhance functionality and aesthetics. The HI district emphasizes efficient land use, incorporating landscaped buffers, shared pathways, and well-planned building orientation to minimize conflicts between industrial operations and pedestrian-friendly environments that traverse the area. The character image on this page is advisory only.

2. ADDITIONAL REQUIREMENTS.

- See **Chapter 20.450 VMC Additional Development Standards** of this code for other requirements that may apply to this district.
- See **Chapter 20.500 VMC Overlay Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.600 VMC Plan Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.700 VMC Environmental Regulations** of this code for other requirements that may apply to this district.

Building Types (See Chapter 20.420 VMC)	Allowable
010 Single-Family Residential Building (SFB)	No
020 Townhouse / Rowhouse Building (TRB)	No
030 Stacked Multi-Plex Building (SMB)	No
040 Flex-Plex Building (FPB)	No
050 Cottage Court Building (CCB)	No
060 Multifamily Building (MFB)	No
070 Mid-Rise Residential Building (MIB)	No
080 Mixed-Use Residential Building (MXB)	No
090 Mixed-Use Office Building (MOB)	No
100 Commercial Block Building (CBB)	No
110 Big Box Retail Building (BRB)	No
120 Flexible-Use Building (FUB)	Yes
130 Industrial / Distribution Building (IDB)	Yes
140 Structured Parking Garage Building (SPB)	Yes
150 Civic / Institutional Building (CIB)	No

Table of Allowable Building Types

3. BASE DENSITY.

- **Minimum Density.** Not applicable.
- **Maximum Density.** Not applicable.

4. HEIGHT RANGE.

- **Minimum Height.** No minimum.
- **Maximum Height.** No maximum.

5. BUILDING TYPES.

See table on this page for allowable building types within the district. See **Chapter 20.420 VMC Building Types** of this code for building type requirements.

6. USE REQUIREMENTS.

See **Chapter 20.430 VMC Use Requirements** of this code for individual use permit requirements.

070 HI

20.410.080 MANUFACTURED HOME



Character Image

1. PURPOSE AND CHARACTER.

The Manufactured Home District (MH) is designed to preserve areas for manufactured housing, protecting long-term affordability and preventing displacement of existing residents. The MH district supports community stability and ensures access to lower-cost housing by limiting new development within these areas and promoting inclusive land use practices. The character image on this page is advisory only.

2. ADDITIONAL REQUIREMENTS.

- See **Chapter 20.450 VMC Additional Development Standards** of this code for other requirements that may apply to this district.
- See **Chapter 20.500 VMC Overlay Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.600 VMC Plan Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.700 VMC Environmental Regulations** of this code for other requirements that may apply to this district.

Building Types (See Chapter 20.420 VMC)	Allowable
010 Single-Family Residential Building (SFB)	No
020 Townhouse / Rowhouse Building (TRB)	No
030 Stacked Multi-Plex Building (SMB)	No
040 Flex-Plex Building (FPB)	No
050 Cottage Court Building (CCB)	No
060 Multifamily Building (MFB)	No
070 Mid-Rise Residential Building (MIB)	No
080 Mixed-Use Residential Building (MXB)	No
090 Mixed-Use Office Building (MOB)	No
100 Commercial Block Building (CBB)	No
110 Big Box Retail Building (BRB)	No
120 Flexible-Use Building (FUB)	No
130 Industrial / Distribution Building (IDB)	No
140 Structured Parking Garage Building (SPB)	No
150 Civic / Institutional Building (CIB)	No

Table of Allowable Building Types

3. BASE DENSITY.

- **Minimum Density.** Not applicable.
- **Maximum Density.** Not applicable.

4. HEIGHT RANGE.

- **Minimum Height.** No minimum.
- **Maximum Height.** Thirty-five (35') feet.

5. BUILDING TYPES.

See table on this page for allowable building types within the district. See **Chapter 20.420 VMC Building Types** of this code for building type requirements.

6. USE REQUIREMENTS.

See **Chapter 20.430 VMC Use Requirements** of this code for individual use permit requirements.

080 MH

20.410.090 PARKS / OPEN SPACE



Character Image

1. PURPOSE AND CHARACTER.

The purpose of the Parks / Open Space District (PO) is designed to provide a range of open spaces that support the community in a variety of ways. Neighborhood parks support local recreation, active lifestyles, and community engagement, while community parks offer larger amenities like sports fields, skate parks, trails, and public art. Regional parks provide diverse recreation with trails, sports facilities, and natural features, while civic plazas, linear parks, and special-use facilities cater to dense urban areas and specialized activities and user groups. The character image on this page is advisory only.

2. ADDITIONAL REQUIREMENTS.

- See **Chapter 20.450 VMC Additional Development Standards** of this code for other requirements that may apply to this district.
- See **Chapter 20.500 VMC Overlay Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.600 VMC Plan Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.700 VMC Environmental Regulations** of this code for other requirements that may apply to this district.

Building Types (See Chapter 20.420 VMC)	Allowable
010 Single-Family Residential Building (SFB)	No
020 Townhouse / Rowhouse Building (TRB)	No
030 Stacked Multi-Plex Building (SMB)	No
040 Flex-Plex Building (FPB)	No
050 Cottage Court Building (CCB)	No
060 Multifamily Building (MFB)	No
070 Mid-Rise Residential Building (MIB)	No
080 Mixed-Use Residential Building (MXB)	No
090 Mixed-Use Office Building (MOB)	No
100 Commercial Block Building (CBB)	No
110 Big Box Retail Building (BRB)	No
120 Flexible-Use Building (FUB)	No
130 Industrial / Distribution Building (IDB)	No
140 Structured Parking Garage Building (SPB)	No
150 Civic / Institutional Building (CIB)	Yes

Table of Allowable Building Types

3. BASE DENSITY.

- **Minimum Density.** Not applicable.
- **Maximum Density.** Not applicable.

4. HEIGHT RANGE.

- **Minimum Height.** No minimum.
- **Maximum Height.** Forty-five (45') feet.

5. BUILDING TYPES.

See table on this page for allowable building types within the district. See **Chapter 20.420 VMC Building Types** of this code for building type requirements.

6. USE REQUIREMENTS.

See **Chapter 20.430 VMC Use Requirements** of this code for individual use permit requirements.

090 PO

20.410.100 NATURAL AREAS



Character Image

1. PURPOSE AND CHARACTER.

The purpose of the Natural Areas District (NA) is designed to establish primarily undeveloped lands managed for ecological value and light-impact recreation. Ranging from small urban sites to vast regional landscapes, they support activities like bird-watching, environmental education, walking, running, biking, and hiking. The NA District is intended to offer relief from urban density while preserving sensitive ecosystems such as wetlands, floodplains, riparian zones, mature woodlands, wildlife habitats, scenic viewpoints, wooded ridgelines, and prairie meadows. The character image on this page is advisory only.

2. ADDITIONAL REQUIREMENTS.

- See **Chapter 20.450 VMC Additional Development Standards** of this code for other requirements that may apply to this district.
- See **Chapter 20.500 VMC Overlay Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.600 VMC Plan Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.700 VMC Environmental Regulations** of this code for other requirements that may apply to this district.

Building Types (See Chapter 20.420 VMC)	Allowable
010 Single-Family Residential Building (SFB)	No
020 Townhouse / Rowhouse Building (TRB)	No
030 Stacked Multi-Plex Building (SMB)	No
040 Flex-Plex Building (FPB)	No
050 Cottage Court Building (CCB)	No
060 Multifamily Building (MFB)	No
070 Mid-Rise Residential Building (MIB)	No
080 Mixed-Use Residential Building (MXB)	No
090 Mixed-Use Office Building (MOB)	No
100 Commercial Block Building (CBB)	No
110 Big Box Retail Building (BRB)	No
120 Flexible-Use Building (FUB)	No
130 Industrial / Distribution Building (IDB)	No
140 Structured Parking Garage Building (SPB)	No
150 Civic / Institutional Building (CIB)	No

Table of Allowable Building Types

3. BASE DENSITY.

- **Minimum Density.** Not applicable.
- **Maximum Density.** Not applicable.

4. HEIGHT RANGE.

- **Minimum Height.** No minimum.
- **Maximum Height.** Forty-five (45') feet.

5. BUILDING TYPES.

See table on this page for allowable building types within the district. See **Chapter 20.420 VMC Building Types** of this code for building type requirements.

6. USE REQUIREMENTS.

See **Chapter 20.430 VMC Use Requirements** of this code for individual use permit requirements.

100 NA

20.410.200 LOT BUFFERS.

20.410.200.1 Purpose of this Section

The purpose of this Chapter is to balance new development in more intense districts with existing development and lower-intensity districts in terms of heights and build out. These lot buffers and are applicable to the side and rear property lines (and associated setbacks) for any lot or lots which utilizes a building type as part of this Chapter of the code.

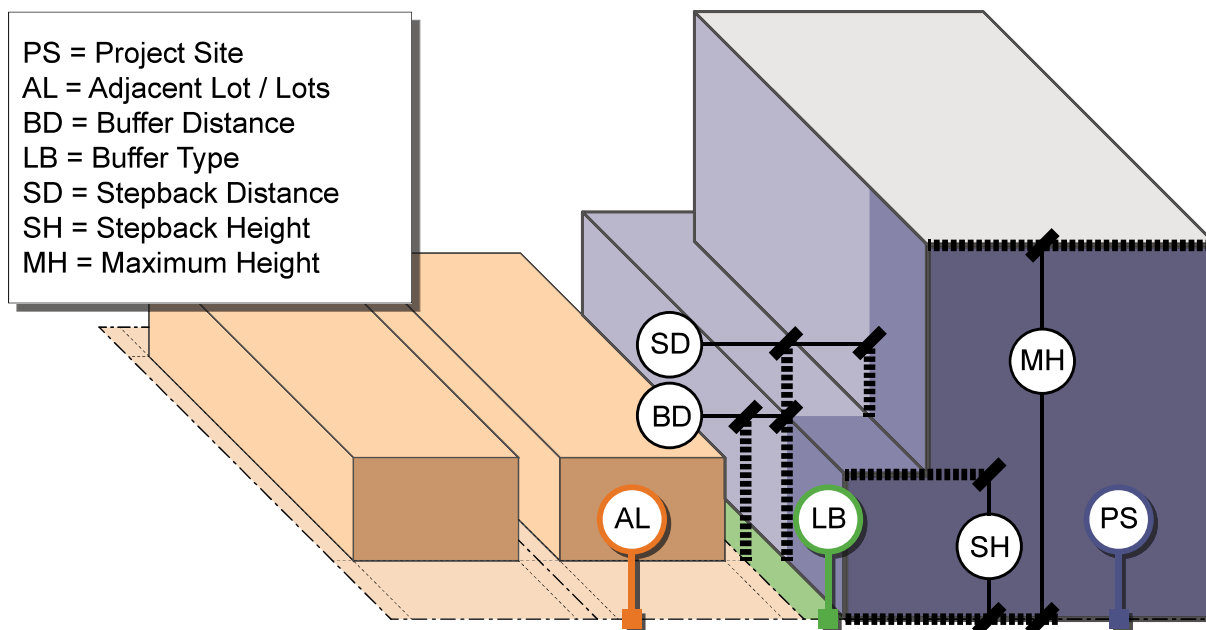
20.410.200.2 Landscape Requirements

All development subject to this Chapter must also meet **Chapter VMC Landscaping - Table 20.450.006.030-1 Landscaping and Screening Design Standards** per the Landscape Buffer (LB) identified for the lot.

20.410.200.3 Overview of Lot Buffers

The following diagram provides a brief overview of how lot buffers are intended to work for the development along with an associated way to measure and account for the buffer, setback height limitations, and setback distance associated. This diagram is purely an example for illustrative purposes.

Diagram 10.410.200.3-1: Lot Buffer Diagram



20.410.200.4 Lot Buffers By Base District

The following table provides a guide to lot buffers for all new development based on the zoning district of the project site (PS) or sites and the adjacent lot or lots (AL). Maximum height is always regulated by the zoning district established in **Chapter 20.410 VMC Zoning District**. Lot buffers indicating “none” are not applicable and must only meet the building placement and buildout requirements for the associated building type or types in **Chapter 20.420 VMC Building Types**. The following lot buffers are applicable:

Table 10.410.200.4-1: Lot Buffers by Zoning District

		Adjacent Lot or Lots (AL)									
		LS	MS	MX	RA	IC	IE	HI	MH	PO	NA
Project Site or Sites (PS)	LS	None.						LB=L1	None.		
	MS	LB=L2	None.						BU=10' SH=35' SD=20' LB=L3	None.	
	MX	BD=15' SH=45' SD=20' LB=L3	BD=10' SH=75' SD=15' LB=L2	None.				BU=10' SH=35' SD=20' LB=L4	None.		
	RA	BD=25' SH=55' SD=30' LB=L4	BD=15' SH=75' SD=20' LB=L3	None.					None.		
	IC			None.					None.		
	IE	BD=35' SH=45' SD=40' LB=L5	BD=20' SH=75' SD=30' LB=L4	BD=15' SH=75' SD=20' LB=L3		None.		BD=25' SH=35' SD=30' LB=L3	None.		
	HI	BD=45' SH=45' SD=50' LB=L5	BD=35' SH=75' SD=50' LB=L4		None.		None.				
	MH	None.									
	PO	None.									
	NA	None.									

CHAPTER 20.420

Building Types

20.420.001 PURPOSE.

This chapter introduces fifteen (15) building types that support the implementation of the code by enabling a fine-grained mix of structures tailored to each zoning district's character and scale. Each type is regulated by standards for lot size, setbacks, frontage, massing, and articulation. These standards ensure new development aligns with the intended character, complements the surrounding context, and contributes to a cohesive, walkable, and vibrant built environment that reinforces a strong sense of place.

20.420.002 APPLICABILITY.

This chapter shall be applicable to all permit applications for new construction or major renovations on any lot or lots. Building types included in this chapter are subject to **Chapter 20.270 VMC Site Plan Review**, and as applicable per standards or submittal requirements for the primary use type or types associated with the building type per **Chapter 20.430 VMC Use Requirements**.

20.420.003 ESTABLISHMENT OF BUILDING TYPES.

The building types include the following:

20.420.010 Single Family Residential Building Type (SFB).

20.420.020 Townhouse / Rowhouse Building Type (TRB).

20.420.030 Stacked Multi-Plex Building Type (SMB).

20.420.040 Flex-Plex Building Type (FPB).

20.420.050 Cottage Court Building Type (CCB).

20.420.060 Multifamily Building Type (MFB).

20.420.070 Mid-Rise Residential Building Type (MIB).

20.420.080 Mixed-Use Residential Building Type (MXB).

20.420.090 Mixed-Use Office Building Type (MOB).

20.420.100 Commercial Block Building Type (CBB).

20.420.110 Big Box Retail Building Type (BRB).

20.420.120 Flexible Use Building Type (FUB).

20.420.130 Industrial / Distribution Building Type (IDB).

20.420.140 Structured Parking Garage Building Type (SPB).

20.420.150 Civic / Institutional Building Type (CIB).

20.420.004 ALLOWABLE BUILDING TYPES PER ZONING DISTRICT.

The table below outlines the allowable building types for each zoning district.

#	BUILDING TYPE	ABV.	LS	MS	MX	RA	IC	IE	HI	MH	PO	NA
010	Single-Family Residential Building	SFB	Yes	Yes	No	No	No	No	No	No	No	No
020	Townhouse / Rowhouse Building	TRB	Yes	Yes	Yes	No	Yes	No	No	No	No	No
030	Stacked Multi-Plex Building	SMB	Yes	Yes	Yes	No	Yes	No	No	No	No	No
040	Flex-Plex Building	FPB	Yes	Yes	Yes	No	Yes	No	No	No	No	No
050	Cottage Court Building	CCB	Yes	Yes	Yes	No	No	No	No	No	No	No
060	Multifamily Building	MFB	No	Yes	Yes	Yes	Yes	No	No	No	No	No
070	Mid-Rise Residential Building	MIB	No	No	Yes	Yes	Yes	No	No	No	No	No
080	Mixed-Use Residential Building	MXB	Yes	Yes	Yes	Yes	Yes	No	No	No	No	No
090	Mixed-Use Office Building	MOB	No	Yes	Yes	Yes	Yes	Yes	No	No	No	No
100	Commercial Block Building	CBB	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
110	Big Box Retail Building	BRB	No	No	No	Yes	Yes	Yes	No	No	No	No
120	Flexible-Use Building	FUB	No	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No
130	Industrial / Distribution Building	IDB	No	No	No	No	Yes	Yes	Yes	No	No	No
140	Structured Parking Garage Building	SPB	No	No	Yes	Yes	Yes	Yes	Yes	No	No	No
150	Civic / Institutional Building	CIB	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	No

"Yes" = Allowed "No" = Not Allowed

20.420.005 UNDERSTANDING THE STREET NETWORK.

Streets and open spaces are vital in codes because they define the public realm, shape how people interact with their environment, and build value around public investment. Streets should be designed as more than transportation corridors, prioritizing pedestrians, cyclists, and social activity through features like wide sidewalks, bike lanes, and active building frontages, fostering connectivity, safety, and a human-scaled urban experience. Open spaces, including parks, plazas, and greenways, complement this network by providing areas for recreation, relaxation, and community gatherings while supporting environmental goals like stormwater management and urban cooling. Together, streets and open spaces create a cohesive, multi-functional public realm that enhances walkability, promotes a sense of place, and improves the overall livability and character of a community. The street and open space network is defined as:

20.420.005.1 Street Network.

1. Primary Streets. A primary street for a lot is defined as a public right-of-way intended by the city for general traffic circulation and the main means of access to abutting lots which is identified as a any street within the transportation element of the current comprehensive plan as an existing or planned Enhanced Transit Corridor (HCT) or as part of the Primary Pedestrian Network or the Primary Bicycle and Small Mobility Network. Primary streets also include any public right-of-way abutting a public open space, park, greenway, natural area, trail, or otherwise as identified by the City's current comprehensive plan.

2. Side Street. A side street for a lot is defined as a public right-of-way intended by the city for general traffic circulation and a means of access to abutting lots that is not a primary street per this code.

3. Alley. An alley for a lot is defined as a public right-of-way or private easement not over thirty (30') feet in width which provides a secondary means of access to abutting lots, not intended by the city for general traffic circulation.

20.420.005.2 Rules of the Street Network.

1. When more than one primary street is present. If a lot has frontage onto more than one (1) primary street per definition, the main building must meet the primary street requirement for at least two (2) of those primary streets. Frontage for the lot onto all other streets may be defined as side streets.

Examples: A corner lot at two (2) intersecting primary streets must meet the requirements for both of the streets; and a full block lot with all four (4) surrounding streets designated as primary streets must only meet the primary street requirements for two (2) of those streets and the other two (2) may be considered side streets.

2. When only one street is present and that street is a primary street. If the lot only has frontage onto one (1) primary street, the main building is not required to meet requirements for a side street.

Examples: In infill lot located on a primary street with no other frontage must only meet the primary street requirements.

3. When no primary street is present. Any lot without frontage onto any primary street must meet the primary street requirements for frontage onto a least one (1) side street. Frontage for the lot onto all other streets may be defined as side streets.

Examples: A corner lot at two (2) intersecting side streets must meet the requirements for primary streets on at least one (1) of the side streets; a full block lot with all four (4) surrounding streets designated as side streets must only meet the primary street requirements for one (1) of those streets and the other three (3) may be considered side streets; and infill lot located on a side street with no other frontage must meet the primary street requirements for the side street.

4. When a primary street is located at the rear of a lot. For any lot in which frontage onto any primary street located at the rear of the lot, a planning official will determine which street frontage must meet the requirements for the primary street.

Examples: An infill lot within a neighborhood subdivision located on a side street has a primary street located at the rear of the lot and the planning official determines that the side street must meet primary street requirements.

20.420.006 THE BASICS OF BUILDING TYPES

This section introduces the basics of Building Types, outlining their typical structure, summarizing what each page includes, and explaining their essential purpose. The following section provides more detailed guidance on how to use the core components of each Building Type.

Page #1: General Information.

This sheet provides a clear definition (1) of the Building Type, outlines its key characteristics and basic purpose, and identifies the applicability of zoning districts in which it is permitted.

Page #2-3: Development Standards.

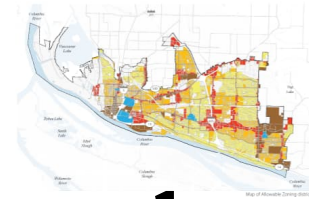
These sheets present the core development standards (2-5) for each Building Type, including lot dimensions and coverage, building placement and buildout, building height and frontage, and parking and access requirements. They include measurable, quantifiable core standards that must be met for project approval.

Page #4: Other / Overlay Requirements.

This sheet outlines any other requirements (6) that apply to the Building Type beyond the core development standards. It also identifies additional requirements (7) for projects located within the overlay districts defined in Chapter 20.500, such as specific Frontage Types, use-mixing requirements, and minimum ground-floor heights. These additional requirements apply only to Building Types situated within an applicable overlay district.

Previous Building Type

080 MIXED-USE RESIDENTIAL



1. DEFINITION AND APPLICABILITY.

A Mixed-Use Residential Building (MRB) is a medium to large-scale building featuring ground-floor commercial space with residential units above. The ground floor consists of multiple entrances, while the residential portion has a maximum of one (1) entrance. Detailed guidance to the applicable residential floor is provided through sheet number that lead to individual units.

The map and table on this page identify the applicable zoning district. District images on this page are advisory only.

Zoning District	MRB
Office Neighborhood District (O) 1.0	Yes
Office Neighborhood District (O) 2.0	Yes
Office Neighborhood District (O) 3.0	Yes
Office Neighborhood District (O) 4.0	Yes
Office Neighborhood District (O) 5.0	Yes
Office Neighborhood District (O) 6.0	Yes
Office Neighborhood District (O) 7.0	Yes
Office Neighborhood District (O) 8.0	Yes
Office Neighborhood District (O) 9.0	Yes
Office Neighborhood District (O) 10.0	Yes
Office Neighborhood District (O) 11.0	Yes
Office Neighborhood District (O) 12.0	Yes
Office Neighborhood District (O) 13.0	Yes
Office Neighborhood District (O) 14.0	Yes
Office Neighborhood District (O) 15.0	Yes
Office Neighborhood District (O) 16.0	Yes
Office Neighborhood District (O) 17.0	Yes
Office Neighborhood District (O) 18.0	Yes
Office Neighborhood District (O) 19.0	Yes
Office Neighborhood District (O) 20.0	Yes
Office Neighborhood District (O) 21.0	Yes
Office Neighborhood District (O) 22.0	Yes
Office Neighborhood District (O) 23.0	Yes
Office Neighborhood District (O) 24.0	Yes
Office Neighborhood District (O) 25.0	Yes
Office Neighborhood District (O) 26.0	Yes
Office Neighborhood District (O) 27.0	Yes
Office Neighborhood District (O) 28.0	Yes
Office Neighborhood District (O) 29.0	Yes
Office Neighborhood District (O) 30.0	Yes
Office Neighborhood District (O) 31.0	Yes
Office Neighborhood District (O) 32.0	Yes
Office Neighborhood District (O) 33.0	Yes
Office Neighborhood District (O) 34.0	Yes
Office Neighborhood District (O) 35.0	Yes
Office Neighborhood District (O) 36.0	Yes
Office Neighborhood District (O) 37.0	Yes
Office Neighborhood District (O) 38.0	Yes
Office Neighborhood District (O) 39.0	Yes
Office Neighborhood District (O) 40.0	Yes
Office Neighborhood District (O) 41.0	Yes
Office Neighborhood District (O) 42.0	Yes
Office Neighborhood District (O) 43.0	Yes
Office Neighborhood District (O) 44.0	Yes
Office Neighborhood District (O) 45.0	Yes
Office Neighborhood District (O) 46.0	Yes
Office Neighborhood District (O) 47.0	Yes
Office Neighborhood District (O) 48.0	Yes
Office Neighborhood District (O) 49.0	Yes
Office Neighborhood District (O) 50.0	Yes
Office Neighborhood District (O) 51.0	Yes
Office Neighborhood District (O) 52.0	Yes
Office Neighborhood District (O) 53.0	Yes
Office Neighborhood District (O) 54.0	Yes
Office Neighborhood District (O) 55.0	Yes
Office Neighborhood District (O) 56.0	Yes
Office Neighborhood District (O) 57.0	Yes
Office Neighborhood District (O) 58.0	Yes
Office Neighborhood District (O) 59.0	Yes
Office Neighborhood District (O) 60.0	Yes
Office Neighborhood District (O) 61.0	Yes
Office Neighborhood District (O) 62.0	Yes
Office Neighborhood District (O) 63.0	Yes
Office Neighborhood District (O) 64.0	Yes
Office Neighborhood District (O) 65.0	Yes
Office Neighborhood District (O) 66.0	Yes
Office Neighborhood District (O) 67.0	Yes
Office Neighborhood District (O) 68.0	Yes
Office Neighborhood District (O) 69.0	Yes
Office Neighborhood District (O) 70.0	Yes
Office Neighborhood District (O) 71.0	Yes
Office Neighborhood District (O) 72.0	Yes
Office Neighborhood District (O) 73.0	Yes
Office Neighborhood District (O) 74.0	Yes
Office Neighborhood District (O) 75.0	Yes
Office Neighborhood District (O) 76.0	Yes
Office Neighborhood District (O) 77.0	Yes
Office Neighborhood District (O) 78.0	Yes
Office Neighborhood District (O) 79.0	Yes
Office Neighborhood District (O) 80.0	Yes
Office Neighborhood District (O) 81.0	Yes
Office Neighborhood District (O) 82.0	Yes
Office Neighborhood District (O) 83.0	Yes
Office Neighborhood District (O) 84.0	Yes
Office Neighborhood District (O) 85.0	Yes
Office Neighborhood District (O) 86.0	Yes
Office Neighborhood District (O) 87.0	Yes
Office Neighborhood District (O) 88.0	Yes
Office Neighborhood District (O) 89.0	Yes
Office Neighborhood District (O) 90.0	Yes
Office Neighborhood District (O) 91.0	Yes
Office Neighborhood District (O) 92.0	Yes
Office Neighborhood District (O) 93.0	Yes
Office Neighborhood District (O) 94.0	Yes
Office Neighborhood District (O) 95.0	Yes
Office Neighborhood District (O) 96.0	Yes
Office Neighborhood District (O) 97.0	Yes
Office Neighborhood District (O) 98.0	Yes
Office Neighborhood District (O) 99.0	Yes
Office Neighborhood District (O) 100.0	Yes

1
080 MXB

080 MIXED-USE RESIDENTIAL

2. LOT DIMENSIONS AND COVERAGE.

2.1 Minimum and Maximum Lot Size.
Minimum lot size: 10,000 sq ft.
Maximum lot size: 100,000 sq ft.

2.2 Maximum Lot Width.
Not applicable.

2.3 Maximum Lot Depth.
Not applicable.

2.4 Minimum Open Space Area.
Not applicable.

2.5 Maximum Impervious Area.
Not applicable.

3. BUILDING PLACEMENT AND BUILDOUT.

3.1 Building Placement Line (Primary Street).
Build up to a maximum of 10 feet from the primary street.

3.2 Side Build Out (Primary Street).
Not applicable.

3.3 Side Build Out (Secondary Street).
Not applicable.

3.4 Rear Setback Line (Adjacent Lot or Alley).
Minimum of 10 feet from the rear lot line.

3.5 Front Build Out (Primary Street).
Minimum of 10 feet from the front lot line.

3.6 Side Build Out (Side Street).
Not applicable.

3.7 Maximum Build Length.
Maximum of 100 feet without a building break.

2-3
080 MXB

080 MIXED-USE RESIDENTIAL

4. BUILDING HEIGHT AND FRONTAGE.

4.1 Minimum and Maximum Height.
Minimum height: 10 feet.
Maximum height: 100 feet.

4.2 Ground Floor Transparency.
Minimum of 10% ground floor transparency.

4.3 Wind Wall Limitation (See Public Street).
Not applicable.

4.4 Weather Protection.
Minimum of 10% weather protection.

4.5 Entrance and Access Points.
Minimum of 10% entrance and access points.

5. PARKING AND ACCESS.

5.1 Minimum and Maximum Height.
Minimum height: 10 feet.
Maximum height: 100 feet.

5.2 Side Setback (Primary Street).
Minimum of 10 feet from the side lot line.

5.3 Rear Setback (Adjacent Lot or Alley).
Minimum of 10 feet from the rear lot line.

5.4 Access Points.
Minimum of 10% access points.

4-5
080 MXB

080 MIXED-USE RESIDENTIAL

6. OTHER REQUIREMENTS.

These are additional requirements for the Building Type.

7. OVERLAY REQUIREMENTS.

The following additional requirements are only applicable to projects within an applicable overlay district per Chapter 20.500 Title Nine of this code.

7.1 Allowable Frontage Type.

Frontage Type	Allowed
Residential	Yes
Commercial	Yes
Office	Yes
Community	Yes
Courtyard	Yes
Light Court	Yes
Truck	No
Stage	No
Drop-off	Yes

7.2 Other Minimum Requirements.

Minimum of 10% ground floor transparency.

7.3 Ground Floor Height.

Minimum of 10 feet from the ground floor to the top of the building.

7.4 Other Minimum Requirements.

Minimum of 10% ground floor transparency.

Next Building Type

080 MIXED-USE RESIDENTIAL

#2

Associated Diagram

#3

Associated Diagram

2. LOT DIMENSIONS AND COVERAGE.

Lot Dimensions and Coverage

(A) Minimum and Maximum Lot Size.
- Minimum: Not applicable.
- Maximum: Not applicable.

(B) Maximum Lot Width.
- Not applicable.

(C) Maximum Lot Depth.
- Not applicable.

(D) Minimum Impervious Area.
- Not applicable.

(E) Maximum Impervious Area.
- Not applicable.

3. BUILDING PLACEMENT AND BUILDOUT

Building Placement and Buildout

(F) Front Build-to-Line (Primary Street).
- Zero (0) lot line for non-residential uses.
- May be set back up to a maximum of five (5) feet for ground floor residential uses.

(G) Side Build-to-Line (Side Street).
- Zero (0) lot line for non-residential uses.
- May be set back up to a maximum of five (5) feet for ground floor residential uses.

(H) Side Setback Line (Adjacent Lot).
- Minimum of five (5) feet from the lot line.

(I) Rear Setback Line (Adjacent Lot or Alley).
- Minimum of five (5) feet from the lot line.

(J) Front Build-Out (Primary Street).
- Maximum of the front build to line.

(K) Side Build-Out (Side Street).
- Minimum of seventy (70%) percent of the side build to line.

(L) Maximum Facade Length.
- Maximum two hundred (200) feet without a building break; unrestricted public, pedestrian access; facade modulation; or change in materials or color.

080 MXB

Lot dimension and coverage standards include minimum and maximum lot size (in square feet), maximum lot width and depth (in linear feet), minimum required open space (as a percentage of the lot, excluding setbacks), and maximum impervious surface area. Together, these standards establish the fundamental parameters for lot development and support the creation of a compact, urban development pattern for each Building Type.

The building placement and buildout standards shape the fundamentals of urban form, including how facades align with build-to lines or setbacks, the required extent of facade buildout, and the allowable length of building fronts. Setbacks provide flexible ranges for front, side, and rear property lines based on the adjacent street type (primary or side street). Facade buildout is focused on creating consistent frontage between the setback lines, while maximum facade lengths help promote connectivity, break up long building walls, and reinforce a human-scaled streetscape.

#4

Associated Diagram

#5

Associated Diagram

4. BUILDING HEIGHT AND FRONTAGE.

Building Height and Frontage

(M) Minimum and Maximum Height.
- See Chapter 20.410 Zoning district height range for minimum and maximum height.

(N) Ground Floor Transparency.
- Primary Street: Minimum of sixty (60%) percent transparent windows or doors.
- Side Street: Minimum of fifty (50%) percent transparent windows or doors.

(O) Blank Wall Limitations (Any Public Street).
- No blank front facade over thirty (30) feet.

(P) Weather Protection.
- Required at all primary street entrances.
- Minimum of seventy (70%) percent linear coverage on primary streets and fifty (50%) percent on side streets.
- Minimum of five (5) feet.
- Maximum of ten (10) feet.
- Minimum overhang of six (6) feet.

(Q) Entrances and Access Points.
- A shared pedestrian entrance must be located facing a primary street. Additional pedestrian entrances may be located facing side streets.
- If no primary street is present, the pedestrian entrance must face the side street.
- Ground floor residential units may have individual pedestrian entrances.

5. PARKING AND ACCESS.

Parking and Access

(R) Parking Ratios.
- See Chapter 20.450.090 VMC Parking and Loading for parking requirements.

(S) Front Setback (Primary Street).
- Minimum of twenty (20) feet from the lot line.
- Zero lot line if contained and buffered.

(T) Side Setback (Side Street).
- Minimum of ten (10) feet from the lot line.
- Zero lot line if contained and buffered.

(U) Side Setback (Adjacent Lot).
- Minimum of five (5) feet from the lot line.

(V) Rear Setback (Adjacent Lot or Alley).
- Minimum of five (5) feet from the lot line.

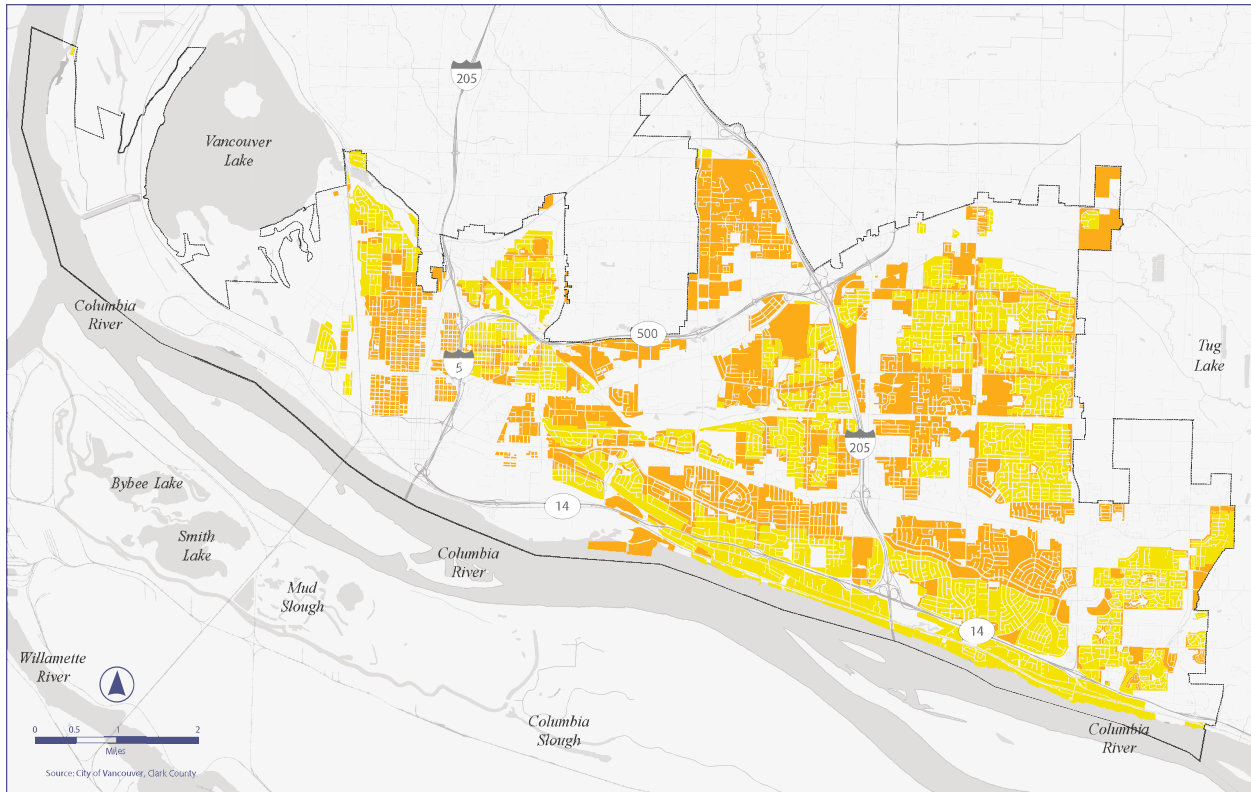
(W) Access Points.
- Parking shall be accessed by way of a side street or an alley abutting the lot. If neither are present, parking may be accessed by way of a primary street. See Title 11 Streets and Sidewalks for additional requirements.

The building height and frontage standards define the overall scale of buildings and the facade elements that shape the adjacent streetscape. Although minimum and maximum heights are set by the base zoning district, the allowable height for each Building Type varies accordingly. Requirements for ground-floor transparency, limits on blank walls, weather protection, and clearly defined entrances ensure that facades engage pedestrians, support active frontages, and strengthen the building's connection to the public realm.

The parking and access standards establish the basic requirements for parking, including minimum parking ratios, permitted parking locations, and allowed points of vehicular access. Parking is generally directed toward the rear of lots to maintain active building frontages and minimize curb cuts along primary and side streets. Access is prioritized from alleys when available, from side streets when alleys are not present, and from primary streets only as a last resort.

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010 SINGLE-FAMILY RESIDENTIAL



Map of Allowable Zoning Districts

1. DEFINITION AND APPLICABILITY.

A Single-Family Residential Building (SFB) is a standalone, single-unit structure typically designed for single-family living. Fully detached, it features no shared walls or connections to adjacent homes. This building type is intended to foster a welcoming streetscape with elements such as porches or stoops that engage with the street. To maximize curb appeal and promote pedestrian-friendly design, garages and parking areas should be located at the rear of the lot or set back from the main facade.

When this building type includes accessory dwelling units (ADUs) as defined by RCW RCW 36.70A.680, 681 and 696, the 040 Flex Plex Building Type (FPB) will be utilized.

The map and table on this page identify the allowable zoning district. Character images on this page are advisory only.

Low-Scale Neighborhood District (LS)	Yes
Medium-Scale Neighborhood District (MS)	Yes
Mixed-Use Neighborhood District (MX)	No
Regional Activity Center District (RA)	No
Institutional / Campus District (IC)	No
Industrial / Employment District (IE)	No
Heavy Industrial District (HI)	No
Manufactured Home District (MH)	No
Parks / Open Space District (PO)	No
Natural Areas District (NA)	No

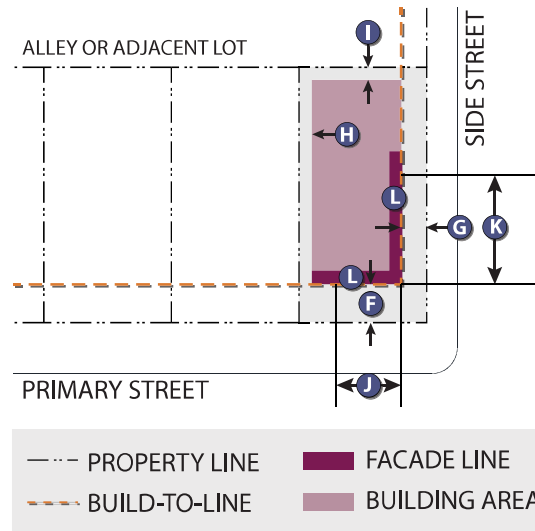
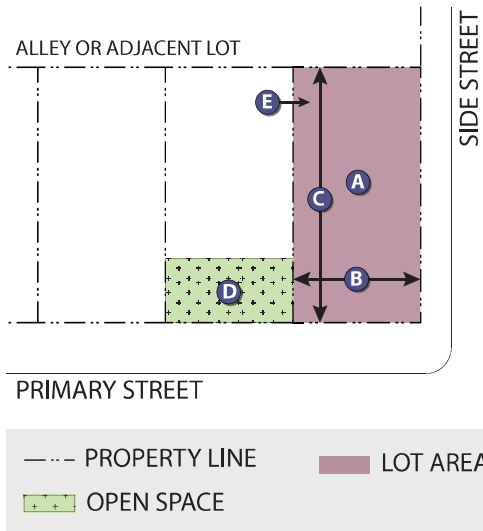
Table of Allowable Zoning district



Character Image

010 SFB

010 SINGLE-FAMILY RESIDENTIAL



2. LOT DIMENSIONS AND COVERAGE.

[A] Minimum and Maximum Lot Size.

- Minimum: Not applicable.
- Maximum: Five thousand (5,000) square feet.

[B] Maximum Lot Width.

- Fifty (50') feet.

[C] Maximum Lot Depth.

- One-hundred (100') feet.

[D] Minimum Open Space Area.

- Twenty (20%) percent of lot size. Setback areas may contribute to meeting this requirement.

[E] Maximum Impervious Area.

- Sixty-five (65%) percent of lot size.
- The total square feet of a green roof and any other impervious surfaces may be excluded from this calculation.

3. BUILDING PLACEMENT AND BUILDOUT.

[F] Front Build-to-Line (Primary Street).

- Five (5') feet to eighteen (18') feet from the lot line.

[G] Side Build-to-Line (Side Street).

- Five (5') feet to eighteen (18') feet from the lot line.

[H] Side Setback Line (Adjacent Lot).

- Minimum of five (5') feet from the lot line.

[I] Rear Setback Line (Adjacent Lot or Alley).

- Minimum of five (5') feet from the lot line.

[J] Front Build-Out (Primary Street).

- Minimum of sixty (60%) percent of the front build-to-line.
- For any portion of a garage facing a Primary Street, the width of the garage may be a maximum of ten (10') feet or sixty (60%) percent of the front build-to-line, whichever is the greater dimension.

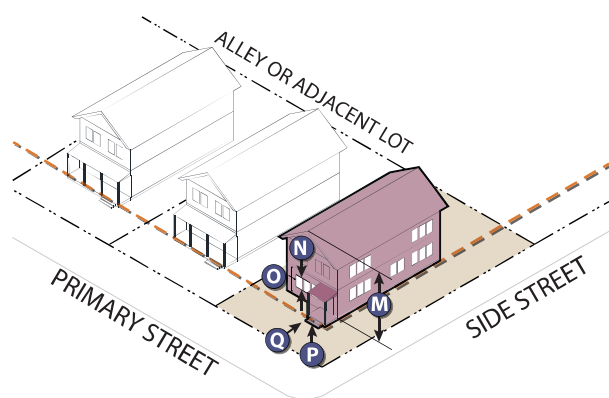
[K] Side Build-Out (Side Street).

- Minimum of fifty (50%) percent of the side build-to-line.

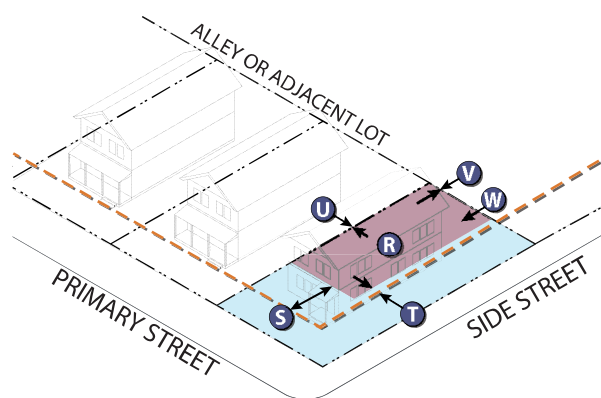
[L] Maximum Facade Length.

- Maximum one-hundred (100') feet without a building break of ten (10') feet between buildings located on the lot or lots.

010 SFB



--- PROPERTY LINE ■ LOT AREA
 - - - BUILD-TO-LINE ■ BUILDING MASS



--- PROPERTY LINE ■ SETBACK AREA
 - - - BUILD-TO-LINE ■ PARKING AREA

4. BUILDING HEIGHT AND FRONTAGE.

[M] Minimum and Maximum Height.

- See **Chapter 20.410 Zoning district** height range for minimum and maximum height.

[N] Ground Floor Transparency.

- Primary Street. Minimum of fifteen (15%) percent transparent windows or doors.
- Side Street. Minimum of fifteen (15%) percent transparent windows or doors.

[O] Blank Wall Limitations (Any Public Street).

- No blank frontage walls greater than twenty-five (25') feet without transparency or entrances.

[P] Weather Protection.

- No frontage weather protection requirements.

[Q] Entrances and Access Points.

- Pedestrian entrances must be located facing a primary street. Additional pedestrian entrances may be located facing side streets. If no primary street is present, pedestrian entrances must face the side street.
- Lots with multiple buildings may also have pedestrian entrances from a shared courtyard.

5. PARKING AND ACCESS.

[R] Parking Ratios.

- See **Chapter 20.450.090 VMC Parking and Loading** for parking requirements.

[S] Front Setback (Primary Street).

- Twenty (20') feet behind the main building facade.
- Parking is permitted in front of garages; but never blocking a public sidewalk or in a driveway apron.
- Parking is permitted in the front yard setback provided it is: located on a legally established driveway; located out of sight triangles as per **Chapter 20.895 VMC**; does not extend into any public right-of-way.

[T] Side Setback (Side Street).

- Five (5') feet behind the main building facade.

[U] Side Setback (Adjacent Lot).

- No Minimum from the lot line.

[V] Rear Setback (Adjacent Lot or Alley).

- No Minimum from the lot line.

[W] Access Points.

- If there is an alley abutting the lot, parking shall be accessed by way of the alley only. If there is side street and no alley, parking may be accessed by way of the side street. Parking may only be accessed from a primary street should there be no other option. See **Title 11 Streets and Sidewalks** for additional requirements.

6. OVERLAY REQUIREMENTS.

6.1 GROUND FLOOR ACTIVATION:

Pursuant to this Chapter, any building type located within a zoning district subject to **Chapter 20.501 Active Ground Floor Use Overlay** shall be required to comply with the following requirements:

[X] Required Frontage Type.

The following table shows the allowable frontage types for this building type that apply to frontage on primary and side streets. Internal frontage is not regulated. See **Chapter 20.440 Frontage Types** of this code for additional frontage type requirements.

Frontage Type	Allowable
Awnings	No
Balconies	Yes
Bay Windows	Yes
Cafe	No
Common Yard	Yes
Courtyard	No
Gallery	No
Light Court	No
Porch	Yes
Stoop	No
Shopfront	No

[Y] Frontage Modulation Requirements.

- One (1) vertical modulation of minimum twelve (12") inches every twenty-five (25') feet of facade on all streets.

[Z] Ground Floor Use Activation.

- Not applicable.

[AA] Minimum Ground Floor-to-Ceiling Height.

- Not applicable.

[AB] Increased Ground Floor Transparency.

- Not applicable.

6.2 GROUND FLOOR READY:

Pursuant to this Chapter, any building type located within a zoning district subject to **Chapter 20.502 Active Ground Floor Use Ready Overlay** shall be required to comply with the following requirements:

[AC] Minimum Ground Floor-to-Ceiling Height.

- Not applicable.

[AD] Increased Ground Floor Transparency.

- Not applicable.

6.3 TRANSIT-BASED HEIGHT ALLOWANCE:

Pursuant to this Chapter and Washington State HB 1491, any building type located within a 1/4-mile radius of an existing or planned bus rapid or light rail transit, are eligible for no maximum height limits, subject to the **Chapter 20.503 Station Areas Overlay**.

[AE] Increased Maximum Height.

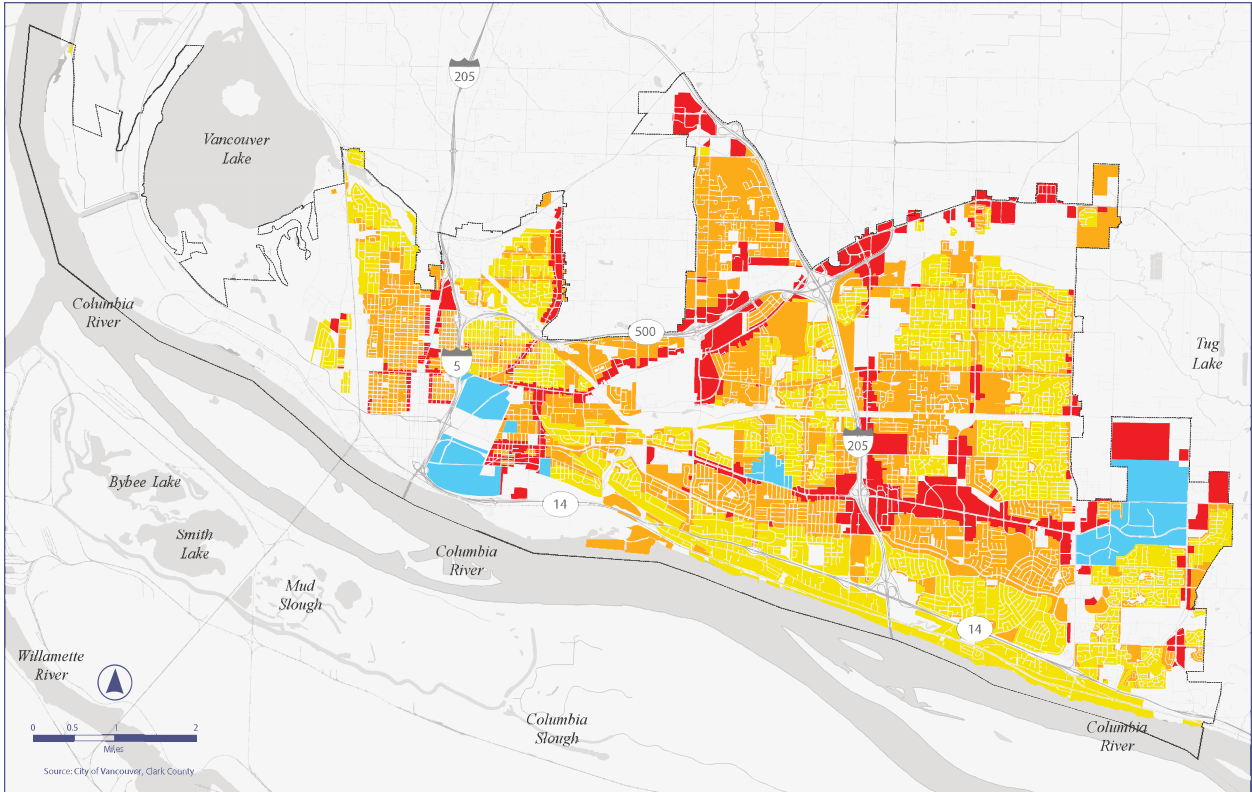
- No maximum.

6.4 OTHER OVERLAY REQUIREMENTS:

The following may also apply:

- See **Chapter 20.500 VMC Overlay Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.600 VMC Plan Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.700 VMC Environmental Regulations** of this code for other requirements that may apply to this district.

020 TOWNHOUSE / ROWHOUSE



Map of Allowable Zoning Districts

1. DEFINITION AND APPLICABILITY.

A Townhouse / Rowhouse Building (TRB) is a series of side-by-side buildings designed as attached or detached dwelling units on narrower lots facing the street, each separated by shared walls and a defined space. Each unit has its own private entrance, with limited front setbacks that enhance the streetscape with a small front green space or discreet parking access. To preserve the vibrancy of the streetscape, garages are allowed but generally discouraged. The lot layout typically includes a modest rear yard, providing residents with private outdoor space.

This building type includes townhouses as defined by RCW 36.70A.030 and accessory dwelling units (ADUs) per RCW 36.70A.680, 681 and 696.

The map and table on this page identify the allowable zoning district. Character images on this page are advisory only.

Low-Scale Neighborhood District (LS)	Yes
Medium-Scale Neighborhood District (MS)	Yes
Mixed-Use Neighborhood District (MX)	Yes
Regional Activity Center District (RA)	No
Institutional / Campus District (IC)	Yes
Industrial / Employment District (IE)	No
Heavy Industrial District (HI)	No
Manufactured Home District (MH)	No
Parks / Open Space District (PO)	No
Natural Areas District (NA)	No

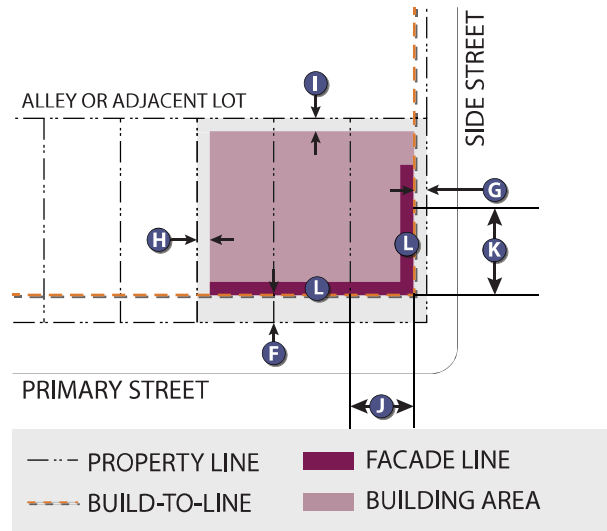
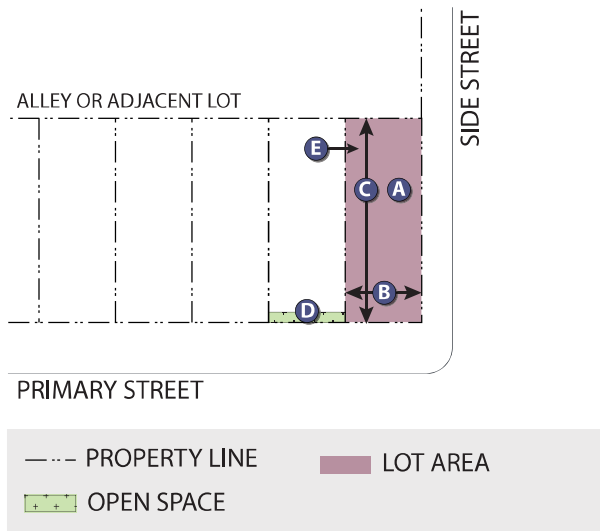
Table of Allowable Zoning district



Character Image

020 TRB

020 TOWNHOUSE / ROWHOUSE



2. LOT DIMENSIONS AND COVERAGE.

[A] Minimum and Maximum Lot Size.

- Minimum: Not applicable.
- Maximum: Five thousand (5,000) square feet.

[B] Maximum Lot Width.

- Fifty (50') feet.

[C] Maximum Lot Depth.

- One-hundred (100') feet.

[D] Minimum Open Space Area.

- Ten (10%) percent of lot size. Setback areas may contribute to meeting this requirement.

[E] Maximum Impervious Area.

- Eighty-five (85%) percent of lot size.
- The total square feet of a green roof and any other impervious surfaces may be excluded from this calculation.

3. BUILDING PLACEMENT AND BUILDOUT.

[F] Front Build-to-Line (Primary Street).

- Five (5') feet to eighteen (18') feet from the lot line.

[G] Side Build-to-Line (Side Street).

- Five (5') feet to eighteen (18') feet from the lot line.

[H] Side Setback Line (Adjacent Lot).

- Minimum of five (5') feet from the lot line.
- Zero (0') lot line for attached units.

[I] Rear Setback Line (Adjacent Lot or Alley).

- Minimum of five (5') feet from the lot line.

[J] Front Build-Out (Primary Street).

- Minimum of sixty (60%) percent of the front build-to-line.

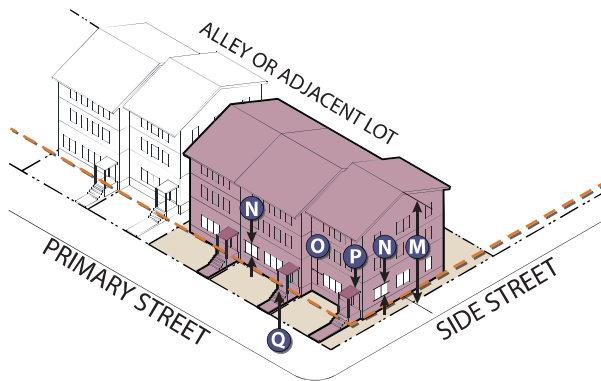
[K] Side Build-Out (Side Street).

- Minimum of fifty (50%) percent of the side build-to-line.

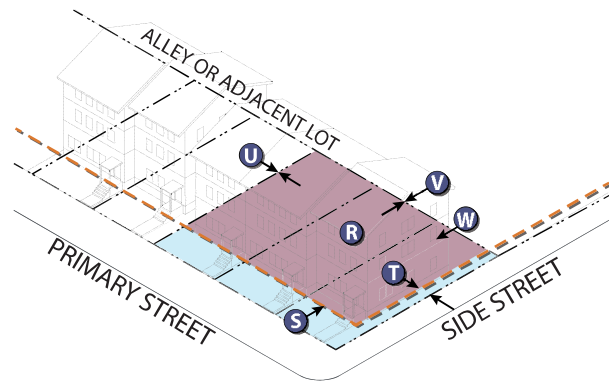
[L] Maximum Facade Length.

- Maximum one-hundred (100') feet without a building break of ten (10') feet between buildings located on the lot or lots.

020 TRB



- PROPERTY LINE
- BUILD-TO-LINE
- LOT AREA
- BUILDING MASS



- PROPERTY LINE
- BUILD-TO-LINE
- SETBACK AREA
- PARKING AREA

4. BUILDING HEIGHT AND FRONTAGE.

[M] Minimum and Maximum Height.

- See **Chapter 20.410 Zoning district** height range for minimum and maximum height.

[N] Ground Floor Transparency.

- Primary Street. Minimum of fifteen (15%) percent transparent windows or doors.
- Side Street. Minimum of five (5%) percent transparent windows or doors.

[O] Blank Wall Limitations (Any Public Street).

- No blank frontage walls greater than twenty-five (25') feet without transparency or entrances.

[P] Weather Protection.

- No frontage weather protection requirements.

[Q] Entrances and Access Points.

- Pedestrian entrances must be located facing a primary street. Additional pedestrian entrances may be located facing side streets. If no primary street is present, pedestrian entrances must face the side street.
- Lots with multiple buildings may also have pedestrian entrances from a shared courtyard.

5. PARKING AND ACCESS.

[R] Parking Ratios.

- See **Chapter 20.450.090 VMC Parking and Loading** for parking requirements.

[S] Front Setback (Primary Street).

- To match the front build-to-line.
- Parking is permitted in front of garages; but never blocking a public sidewalk or in a driveway apron.
- Parking is permitted in the front yard setback provided it is: located on a legally established driveway; located out of sight triangles as per **Chapter 20.895 VMC**; does not extend into any public right-of-way.

[T] Side Setback (Side Street).

- To match the side build-to-line and never in front of the main building facade.

[U] Side Setback (Adjacent Lot).

- No Minimum from the lot line.

[V] Rear Setback (Adjacent Lot or Alley).

- No Minimum from the lot line.

[W] Access Points.

- If there is an alley abutting the lot, parking shall be accessed by way of the alley only. If there is side street and no alley, parking may be accessed by way of the side street. Parking may only be accessed from a primary street should there be no other option. See **Title 11 Streets and Sidewalks** for additional requirements.

6. OVERLAY REQUIREMENTS.

6.1 GROUND FLOOR ACTIVATION:

Pursuant to this Chapter, any building type located within a zoning district subject to **Chapter 20.501 Active Ground Floor Use Overlay** shall be required to comply with the following requirements:

[X] Required Frontage Type.

The following table shows the allowable frontage types for this building type that apply to frontage on primary and side streets. Internal frontage is not regulated. See **Chapter 20.440 Frontage Types** of this code for additional frontage type requirements.

Frontage Type	Allowable
Awnings	No
Balconies	Yes
Bay Windows	Yes
Cafe	No
Common Yard	Yes
Courtyard	No
Gallery	No
Light Court	No
Porch	No
Stoop	Yes
Shopfront	No

[Y] Frontage Modulation Requirements.

- One (1) vertical modulation of minimum twelve (12") inches every twenty-five (25') feet of facade on all streets.

[Z] Ground Floor Use Activation.

- Not applicable.

[AA] Minimum Ground Floor-to-Ceiling Height.

- Not applicable.

[AB] Increased Ground Floor Transparency.

- Not applicable.

6.2 GROUND FLOOR READY:

Pursuant to this Chapter, any building type located within a zoning district subject to **Chapter 20.502 Active Ground Floor Use Ready Overlay** shall be required to comply with the following requirements:

[AC] Minimum Ground Floor-to-Ceiling Height.

- Not applicable.

[AD] Increased Ground Floor Transparency.

- Not applicable.

6.3 TRANSIT-BASED HEIGHT ALLOWANCE:

Pursuant to this Chapter and Washington State HB 1491, any building type located within a 1/4-mile radius of an existing or planned bus rapid or light rail transit, are eligible for no maximum height limits, subject to the **Chapter 20.503 Station Areas Overlay**.

[AE] Increased Maximum Height.

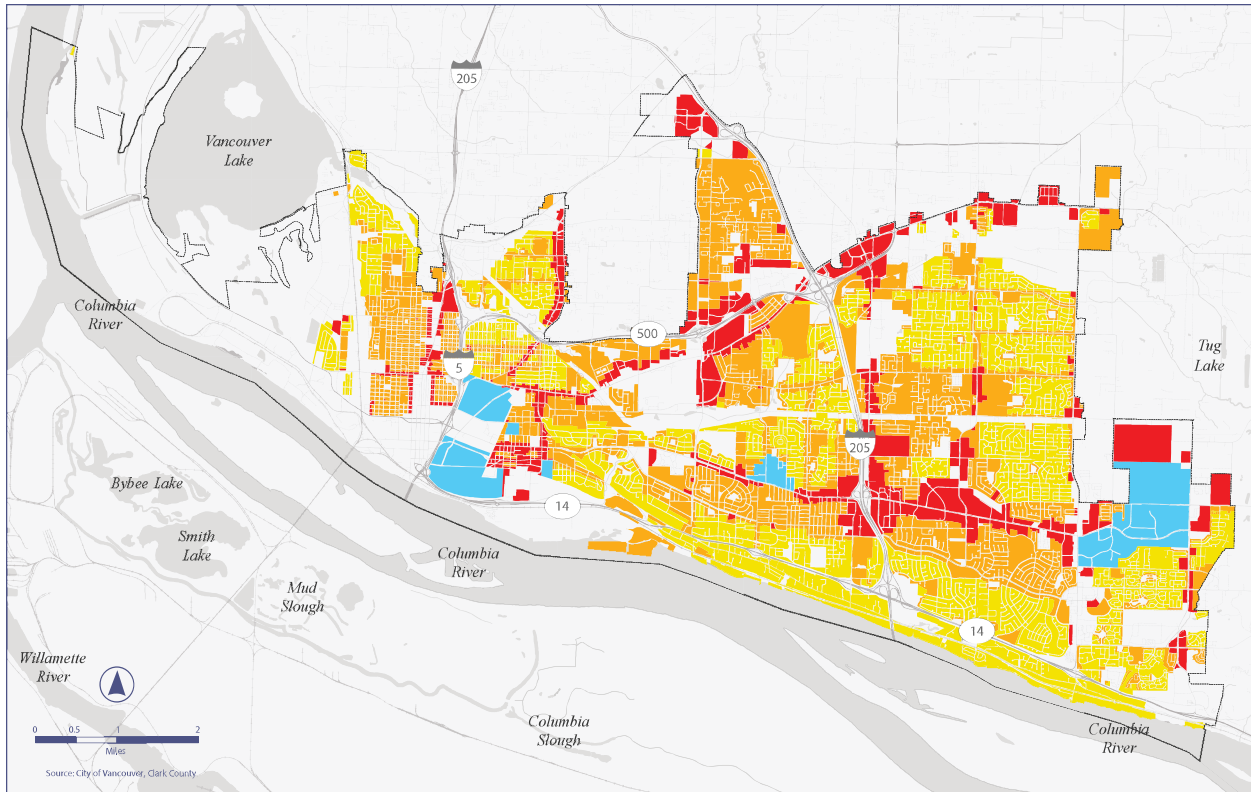
- No maximum.

6.4 OTHER OVERLAY REQUIREMENTS:

The following may also apply:

- See **Chapter 20.500 VMC Overlay Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.600 VMC Plan Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.700 VMC Environmental Regulations** of this code for other requirements that may apply to this district.

030 STACKED MULTI-PLEX



Map of Allowable Zoning Districts

1. DEFINITION AND APPLICABILITY.

A Stacked Multi-Plex Building (SMB) is designed to house two (2) or more dwelling units in a single building on a single lot. Typically accommodating single or multiple units on each floor, these residences are arranged vertically (i.e., flats on separate floors). Pedestrian access is oriented toward the primary street, with a singular shared entrances. Circulation within the building may be provided through interior corridors or exterior pathways. Does not include single-family dwellings or townhouse / rowhouses with accessory dwelling units.

This building type includes townhouses as defined by RCW 36.70A.030 and accessory dwelling units (ADUs) per RCW 36.70A.680, 681 and 696.

The map and table on this page identify the allowable zoning district. Character images on this page are advisory only.

Low-Scale Neighborhood District (LS)	Yes
Medium-Scale Neighborhood District (MS)	Yes
Mixed-Use Neighborhood District (MX)	Yes
Regional Activity Center District (RA)	No
Institutional / Campus District (IC)	Yes
Industrial / Employment District (IE)	No
Heavy Industrial District (HI)	No
Manufactured Home District (MH)	No
Parks / Open Space District (PO)	No
Natural Areas District (NA)	No

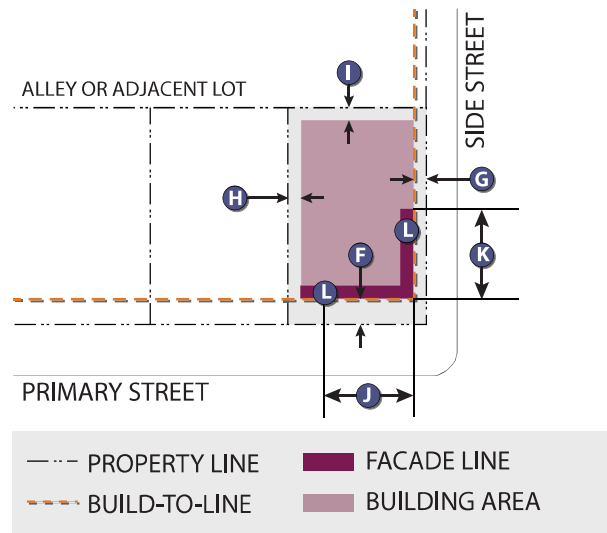
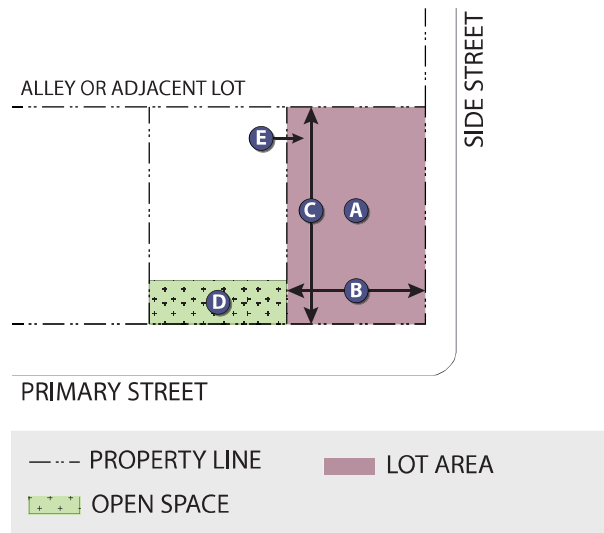
Table of Allowable Zoning district



Character Image

030 SMB

030 STACKED MULTI-PLEX



2. LOT DIMENSIONS AND COVERAGE.

[A] Minimum and Maximum Lot Size.

- Minimum: Not applicable.
- Maximum: Not applicable.

[B] Maximum Lot Width.

- Not applicable.

[C] Maximum Lot Depth.

- Not applicable.

[D] Minimum Open Space Area.

- Ten (10%) percent of lot size. Setback areas may contribute to meeting this requirement.

[E] Maximum Impervious Area.

- Eighty-five (85%) percent of lot size.
- The total square feet of a green roof and any other impervious surfaces may be excluded from this calculation.

3. BUILDING PLACEMENT AND BUILDOUT.

[F] Front Build-to-Line (Primary Street).

- Five (5') feet to eighteen (18') feet from the lot line.

[G] Side Build-to-Line (Side Street).

- Five (5') feet to eighteen (18') feet from the lot line.

[H] Side Setback Line (Adjacent Lot).

- Minimum of five (5') feet from the lot line.
- No minimum for internal lot lines.

[I] Rear Setback Line (Adjacent Lot or Alley).

- Minimum of five (5') feet from the lot line.

[J] Front Build-Out (Primary Street).

- Minimum of sixty (60%) percent of the front build-to-line.

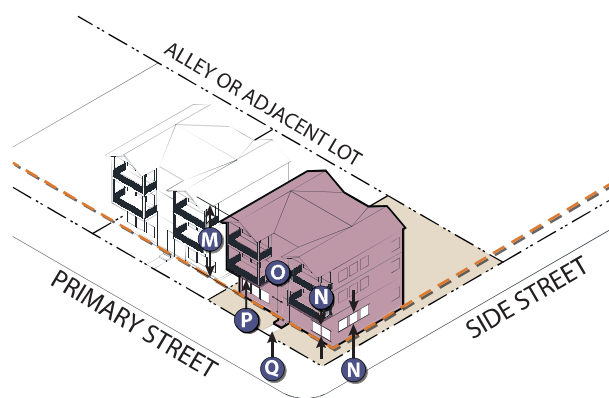
[K] Side Build-Out (Side Street).

- Minimum of fifty (50%) percent of the side build-to-line.

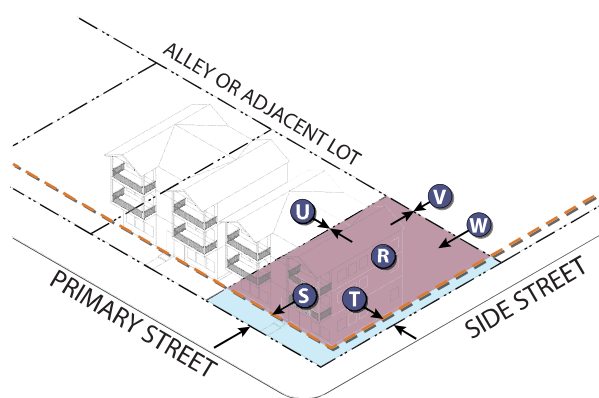
[L] Maximum Facade Length.

- Maximum one-hundred (100') feet without a building break of ten (10') feet between buildings located on the lot or lots.

030 SMB



- PROPERTY LINE
- BUILD-TO-LINE
- LOT AREA
- BUILDING MASS



- PROPERTY LINE
- BUILD-TO-LINE
- SETBACK AREA
- PARKING AREA

4. BUILDING HEIGHT AND FRONTAGE.

[M] Minimum and Maximum Height.

- See **Chapter 20.410 Zoning district** height range for minimum and maximum height.

[N] Ground Floor Transparency.

- Primary Street. Minimum of fifteen (15%) percent transparent windows or doors.
- Side Street. Minimum of ten (10%) percent transparent windows or doors.

[O] Blank Wall Limitations (Any Public Street).

- No blank frontage walls greater than twenty-five (25') feet without transparency or entrances.

[P] Weather Protection.

- No frontage weather protection requirements.

[Q] Entrances and Access Points.

- A shared pedestrian entrance must be located facing a primary street. Additional pedestrian entrances may be located facing side streets. If no primary street is present, the pedestrian entrance must face the side street.
- Ground floor residential units may have individual pedestrian entrances.
- Lots with multiple buildings may have also have pedestrian entrances from a shared courtyard.

5. PARKING AND ACCESS.

[R] Parking Ratios.

- See **Chapter 20.450.090 VMC Parking and Loading** for parking requirements.

[S] Front Setback (Primary Street).

- To match the front build-to-line.
- Parking is permitted in the front yard setback provided it is: located on a legally established driveway; located out of sight triangles as per **Chapter 20.895 VMC**; does not extend into any public right-of-way.

[T] Side Setback (Side Street).

- To match the side build-to-line and never in front of the main building facade.

[U] Side Setback (Adjacent Lot).

- No Minimum from the lot line.

[V] Rear Setback (Adjacent Lot or Alley).

- No Minimum from the lot line.

[W] Access Points.

- Parking shall be accessed by way of a side street or an alley abutting the lot. If neither are present, parking may be accessed by way of a primary street. See **Title 11 Streets and Sidewalks** for additional requirements.

6. OVERLAY REQUIREMENTS.

6.1 GROUND FLOOR ACTIVATION:

Pursuant to this Chapter, any building type located within a zoning district subject to **Chapter 20.501 Active Ground Floor Use Overlay** shall be required to comply with the following requirements:

[X] Required Frontage Type.

The following table shows the allowable frontage types for this building type that apply to frontage on primary and side streets. Internal frontage is not regulated. See **Chapter 20.440 Frontage Types** of this code for additional frontage type requirements.

Frontage Type	Allowable
Awnings	No
Balconies	Yes
Bay Windows	Yes
Cafe	No
Common Yard	Yes
Courtyard	Yes
Gallery	No
Light Court	No
Porch	Yes
Stoop	Yes
Shopfront	No

[Y] Frontage Modulation Requirements.

- One (1) vertical modulation of minimum twelve (12") inches every forty (40') feet of facade on all streets.

[Z] Ground Floor Use Activation.

- Not applicable.

[AA] Minimum Ground Floor-to-Ceiling Height.

- Not applicable.

[AB] Increased Ground Floor Transparency.

- Not applicable.

6.2 GROUND FLOOR READY:

Pursuant to this Chapter, any building type located within a zoning district subject to **Chapter 20.502 Active Ground Floor Use Ready Overlay** shall be required to comply with the following requirements:

[AC] Minimum Ground Floor-to-Ceiling Height.

- Not applicable.

[AD] Increased Ground Floor Transparency.

- Not applicable.

6.3 TRANSIT-BASED HEIGHT ALLOWANCE:

Pursuant to this Chapter and Washington State HB 1491, any building type located within a 1/4-mile radius of an existing or planned bus rapid or light rail transit, are eligible for no maximum height limits, subject to the **Chapter 20.503 Station Areas Overlay**.

[AE] Increased Maximum Height.

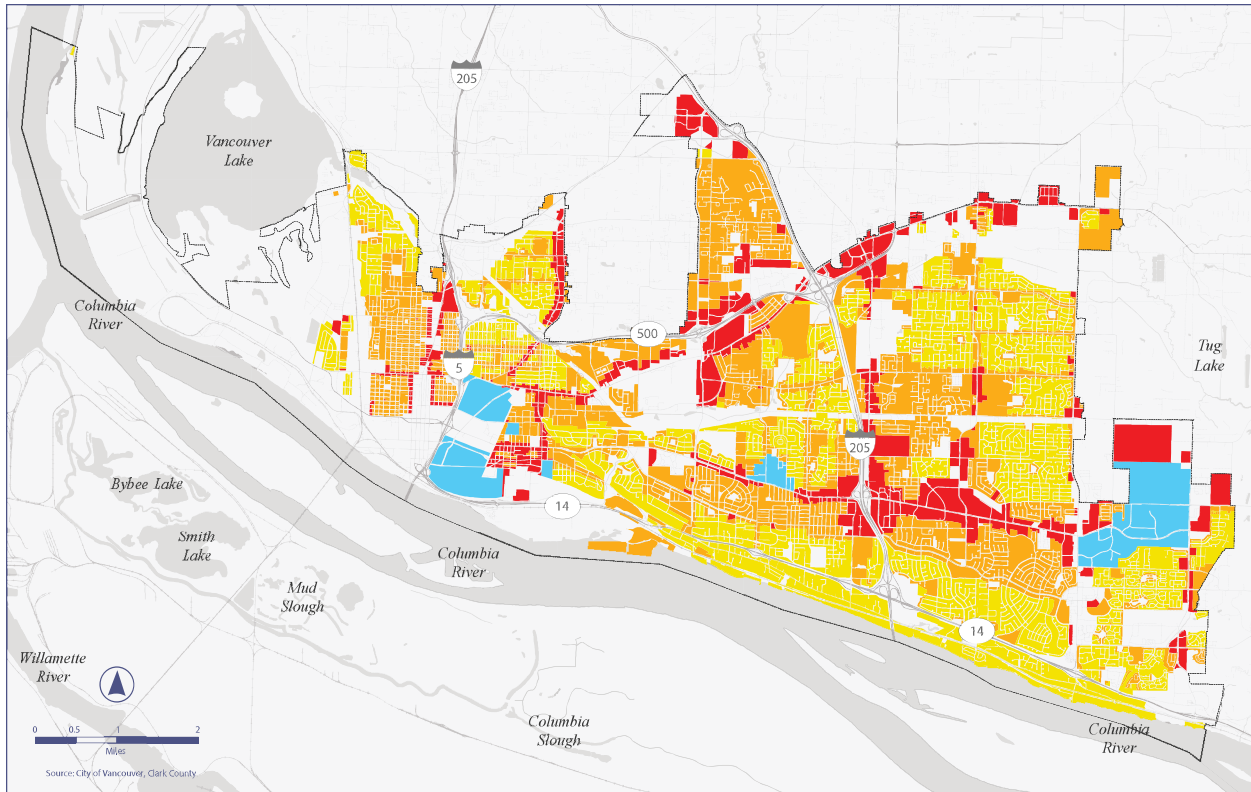
- No maximum.

6.4 OTHER OVERLAY REQUIREMENTS:

The following may also apply:

- See **Chapter 20.500 VMC Overlay Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.600 VMC Plan Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.700 VMC Environmental Regulations** of this code for other requirements that may apply to this district.

040 FLEX-PLEX



Map of Allowable Zoning Districts

1. DEFINITION AND APPLICABILITY.

A Multi-Cluster Building (CCB) is a development form consisting of a cluster of two (2) to six (6) detached or attached units on a single, parent parcel, where not all units must face the street. Buildings include single-unit and rowhouses with up to two (2) accessory dwelling units (attached or detached) and townhouses. This layout creates an active, street-oriented presence while accommodating a variety of units within a unified development pattern. Each unit may have its own individual or shared entrances with other units; however, pedestrian access should be a shared access point at the streetscape. Does not include cottage courts.

This building type includes townhouses as defined by RCW 36.70A.030 and accessory dwelling units (ADUs) per RCW 36.70A.680, 681 and 696.

The map and table on this page identify the allowable zoning district. Character images on this page are advisory only.

Low-Scale Neighborhood District (LS)	Yes
Medium-Scale Neighborhood District (MS)	Yes
Mixed-Use Neighborhood District (MX)	Yes
Regional Activity Center District (RA)	No
Institutional / Campus District (IC)	Yes
Industrial / Employment District (IE)	No
Heavy Industrial District (HI)	No
Manufactured Home District (MH)	No
Parks / Open Space District (PO)	No
Natural Areas District (NA)	No

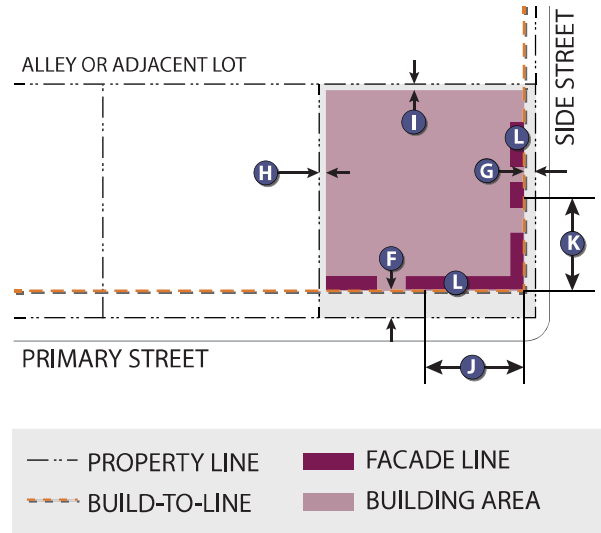
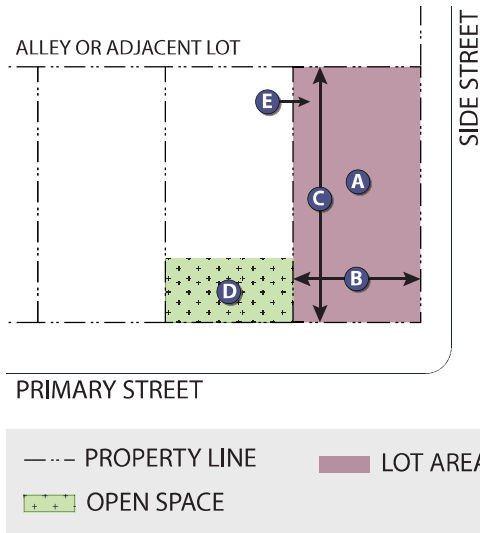
Table of Allowable Zoning district



Character Image

040 FPB

040 FLEX-PLEX



2. LOT DIMENSIONS AND COVERAGE.

[A] Minimum and Maximum Lot Size.

- Not applicable.
- Maximum: Forty thousand (40,000) square feet.

[B] Maximum Lot Width.

- Not applicable.

[C] Maximum Lot Depth.

- Not applicable.

[D] Minimum Open Space Area.

- Ten (10%) percent of lot size. Setback areas may contribute to meeting this requirement.

[E] Maximum Impervious Area.

- Sixty-five (65%) percent of lot size for less than three (3) units.
- Seventy-five (75%) percent of lot size for four (4) to six (6) units.
- Eighty-five (85%) percent of lot size for seven (7) or more units.
- The total square feet of a green roof and any other impervious surfaces may be excluded from this calculation.

3. BUILDING PLACEMENT AND BUILDOUT.

[F] Front Build-to-Line (Primary Street).

- Five (5') feet to eighteen (18') feet from the lot line.

[G] Side Build-to-Line (Side Street).

- Five (5') feet to eighteen (18') feet from the lot line.

[H] Side Setback Line (Adjacent Lot).

- Minimum of five (5') feet from the lot line.
- May be zero lot line between any building on the lot.

[I] Rear Setback Line (Adjacent Lot or Alley).

- Minimum of five (5') feet from the lot line.

[J] Front Build-Out (Primary Street).

- Minimum of sixty (60%) percent of the front build-to-line.

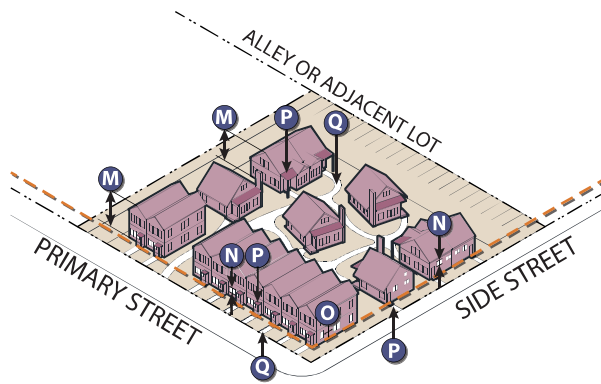
[K] Side Build-Out (Side Street).

- Minimum of fifty (50%) percent of the side build-to-line.

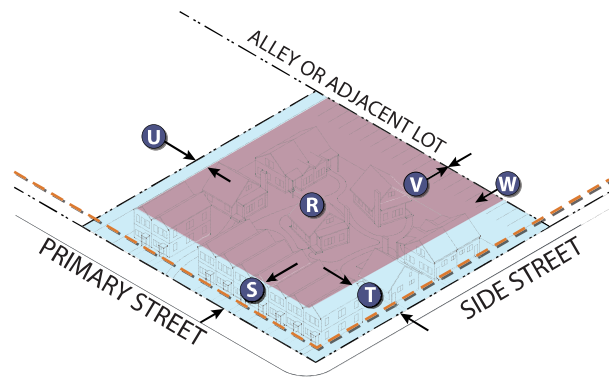
[L] Maximum Facade Length.

- Maximum one-hundred (100') feet without a building break of ten (10') feet between buildings located on the lot or lots.

040 FPB



--- PROPERTY LINE LOT AREA
 --- BUILD-TO-LINE BUILDING MASS



--- PROPERTY LINE SETBACK AREA
 --- BUILD-TO-LINE PARKING AREA

4. BUILDING HEIGHT AND FRONTAGE.

[M] Minimum and Maximum Height.

- See **Chapter 20.410 Zoning district** height range for minimum and maximum height.

[N] Ground Floor Transparency.

- Primary Street. Minimum of fifteen (15%) percent transparent windows or doors.
- Side Street. Minimum of ten (10%) percent transparent windows or doors.
- No requirements on internal buildings.

[O] Blank Wall Limitations (Any Public Street).

- No blank frontage walls greater than twenty-five (25') feet without transparency or entrances.

[P] Weather Protection.

- No frontage weather protection requirements.

[Q] Entrances and Access Points.

- Buildings located along the primary street must have pedestrian entrances must be located facing the primary street. Additional pedestrian entrances may be located facing side streets. If no primary street is present, the pedestrian entrance must face the side street.
- Ground floor residential units throughout the lot may have individual pedestrian entrances and must be accessible by a pathway no less than five (5') feet wide that connects with the primary street.

5. PARKING AND ACCESS.

[R] Parking Ratios.

- See **Chapter 20.450.090 VMC Parking and Loading** for parking requirements.

[S] Front Setback (Primary Street).

- Minimum of twenty (20') from the lot line.
- Parking is permitted in the front yard setback provided it is: located on a legally established driveway; located out of sight triangles as per **Chapter 20.895 VMC**; does not extend into any public right-of-way.

[T] Side Setback (Side Street).

- Minimum of twenty (20') from the lot line.

[U] Side Setback (Adjacent Lot).

- Minimum of five (5') from the lot line.

[V] Rear Setback (Adjacent Lot or Alley).

- No minimum.

[W] Access Points.

- Parking shall be accessed by way of a side street or an alley abutting the lot. If neither are present, parking may be accessed by way of a primary street. See **Title 11 Streets and Sidewalks** for additional requirements.

6. OVERLAY REQUIREMENTS.

6.1 GROUND FLOOR ACTIVATION:

Pursuant to this Chapter, any building type located within a zoning district subject to **Chapter 20.501 Active Ground Floor Use Overlay** shall be required to comply with the following requirements:

[X] Required Frontage Type.

The following table shows the allowable frontage types for this building type that apply to frontage on primary and side streets. Internal frontage is not regulated. See **Chapter 20.440 Frontage Types** of this code for additional frontage type requirements.

Frontage Type	Allowable
Awnings	No
Balconies	Yes
Bay Windows	Yes
Cafe	No
Common Yard	Yes
Courtyard	Yes
Gallery	No
Light Court	No
Porch	Yes
Stoop	Yes
Shopfront	No

[Y] Frontage Modulation Requirements.

- One (1) vertical modulation of minimum twelve (12") inches every forty (40') feet of facade on all streets.

[Z] Ground Floor Use Activation.

- Not applicable.

[AA] Minimum Ground Floor-to-Ceiling Height.

- Not applicable.

[AB] Increased Ground Floor Transparency.

- Not applicable.

6.2 GROUND FLOOR READY:

Pursuant to this Chapter, any building type located within a zoning district subject to **Chapter 20.502 Active Ground Floor Use Ready Overlay** shall be required to comply with the following requirements:

[AC] Minimum Ground Floor-to-Ceiling Height.

- Not applicable.

[AD] Increased Ground Floor Transparency.

- Not applicable.

6.3 TRANSIT-BASED HEIGHT ALLOWANCE:

Pursuant to this Chapter and Washington State HB 1491, any building type located within a 1/4-mile radius of an existing or planned bus rapid or light rail transit, are eligible for no maximum height limits, subject to the **Chapter 20.503 Station Areas Overlay**.

[AE] Increased Maximum Height.

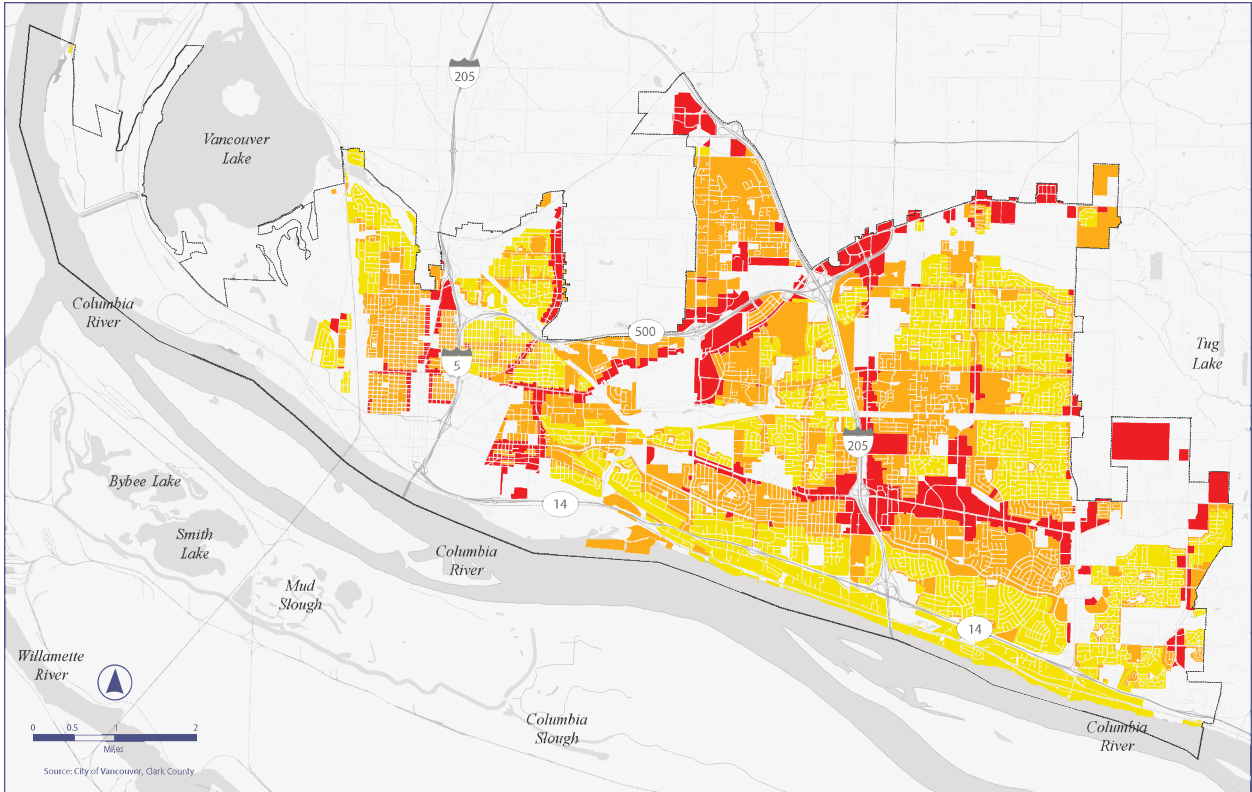
- No maximum.

6.4 OTHER OVERLAY REQUIREMENTS:

The following may also apply:

- See **Chapter 20.500 VMC Overlay Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.600 VMC Plan Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.700 VMC Environmental Regulations** of this code for other requirements that may apply to this district.

050 COTTAGE COURT



Map of Allowable Zoning Districts

1. DEFINITION AND APPLICABILITY.

A Cottage Court Building (CCB) is a cluster of small, detached or attached buildings oriented around a shared courtyard space (and not having any private open space for individual units). The units are typically arranged around this shared pedestrian-focused courtyard, with the rear building often positioned perpendicular to the street. Each unit typically has its own entrance; however, pedestrian access should be a shared access point at the streetscape.

This building type includes townhouses as defined by RCW 36.70A.030 and accessory dwelling units (ADUs) per RCW 36.70A.680, 681 and 696.

The map and table on this page identify the allowable zoning district. Character images on this page are advisory only.

Low-Scale Neighborhood District (LS)	Yes
Medium-Scale Neighborhood District (MS)	Yes
Mixed-Use Neighborhood District (MX)	Yes
Regional Activity Center District (RA)	No
Institutional / Campus District (IC)	No
Industrial / Employment District (IE)	No
Heavy Industrial District (HI)	No
Manufactured Home District (MH)	No
Parks / Open Space District (PO)	No
Natural Areas District (NA)	No

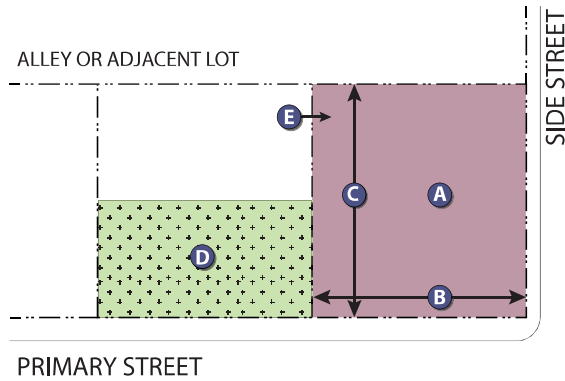
Table of Allowable Zoning district



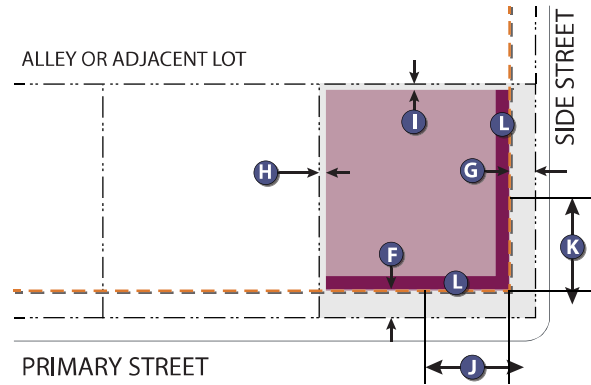
Character Image

050 CCB

050 COTTAGE COURT



--- PROPERTY LINE
 ■ LOT AREA
 ■ OPEN SPACE



--- PROPERTY LINE
 --- BUILD-TO-LINE
 ■ FACADE LINE
 ■ BUILDING AREA

2. LOT DIMENSIONS AND COVERAGE.

[A] Minimum and Maximum Lot Size.

- Not applicable.
- Maximum: Forty thousand (40,000) square feet.

[B] Maximum Lot Width.

- Not applicable.

[C] Maximum Lot Depth.

- Not applicable.

[D] Minimum Open Space Area.

- Not applicable.

[E] Maximum Impervious Area.

- Not applicable.

3. BUILDING PLACEMENT AND BUILDOUT.

[F] Front Build-to-Line (Primary Street).

- Five (5') feet to twenty-five (25') feet from the lot line.

[G] Side Build-to-Line (Side Street).

- Five (5') feet to eighteen (18') feet from the lot line.

[H] Side Setback Line (Adjacent Lot or Building).

- Minimum of five (5') feet from the lot line.

[I] Rear Setback Line (Adjacent Lot or Alley).

- Minimum of five (5') feet from the lot line.

[J] Front Build-Out (Primary Street).

- Minimum of forty (40%) percent of the front build-to-line.

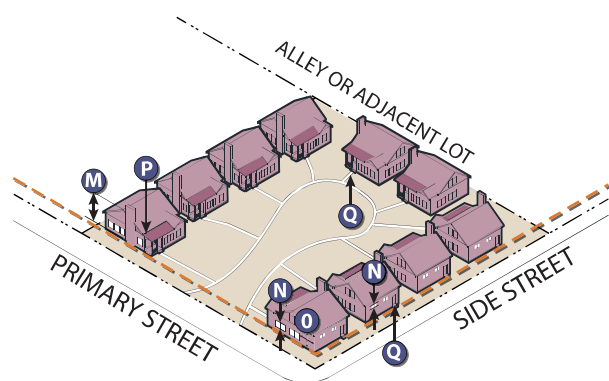
[K] Side Build-Out (Side Street).

- Minimum of fifty (50%) percent of the side build-to-line.

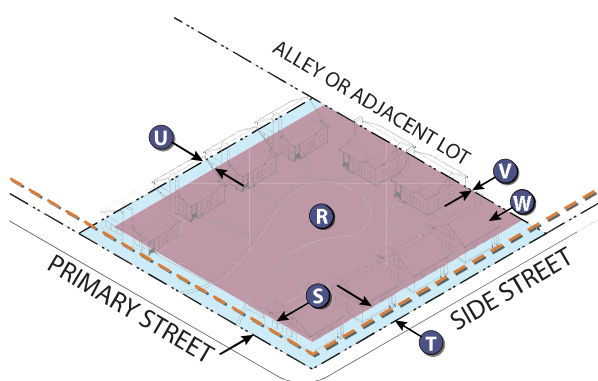
[L] Maximum Facade Length.

- Maximum one-hundred (100') feet without a building break of ten (10') feet between buildings located on the lot or lots.

050 CCB



--- PROPERTY LINE LOT AREA
 - - - BUILD-TO-LINE BUILDING MASS



--- PROPERTY LINE SETBACK AREA
 - - - BUILD-TO-LINE PARKING AREA

4. BUILDING HEIGHT AND FRONTAGE.

[M] Minimum and Maximum Height.

- See **Chapter 20.410 Zoning district** height range for minimum and maximum height.

[N] Ground Floor Transparency.

- Primary Street. Minimum of ten (10%) percent transparent windows or doors.
- Side Street. Minimum of ten (10%) percent transparent windows or doors.

[O] Blank Wall Limitations (Any Public Street).

- No blank frontage walls greater than twenty-five (25') feet without transparency or entrances.

[P] Weather Protection.

- No frontage weather protection requirements.

[Q] Entrances and Access Points.

- Individual buildings that face a primary street or side street must have pedestrian entrances facing those streets and a path that connects to sidewalks.
- A pedestrian path must be provided that connects the main entrance of each building to the following the shared courtyard, shared parking or solid waste storage areas; community buildings, and sidewalks on primary and side streets.
- The pedestrian path must be hard-surfaced and a minimum of three (3') feet wide.

5. PARKING AND ACCESS.

[R] Parking Ratios.

- See **Chapter 20.450.090 VMC Parking and Loading** for parking requirements.

[S] Front Setback (Primary Street).

- Minimum of twenty (20') from the lot line.
- Parking is permitted in the front yard setback provided it is: located on a legally established driveway; located out of sight triangles as per **Chapter 20.895 VMC**; does not extend into any public right-of-way.

[T] Side Setback (Side Street).

- Minimum of twenty (20') from the lot line.

[U] Side Setback (Adjacent Lot).

- Minimum of ten (10') from the lot line.

[V] Rear Setback (Adjacent Lot or Alley).

- No minimum.

[W] Access Points.

- Parking may only be accessed from an alley. See **Title 11 Streets and Sidewalks** for additional requirements.

6. OVERLAY REQUIREMENTS.

6.1 GROUND FLOOR ACTIVATION:

Pursuant to this Chapter, any building type located within a zoning district subject to **Chapter 20.501 Active Ground Floor Use Overlay** shall be required to comply with the following requirements:

[X] Required Frontage Type.

The following table shows the allowable frontage types for this building type that apply to frontage on primary and side streets. Internal frontage is not regulated. See **Chapter 20.440 Frontage Types** of this code for additional frontage type requirements.

Frontage Type	Allowable
Awnings	No
Balconies	Yes
Bay Windows	Yes
Cafe	No
Common Yard	Yes
Courtyard	Yes
Gallery	No
Light Court	No
Porch	Yes
Stoop	Yes
Shopfront	No

[Y] Frontage Modulation Requirements.

- One (1) vertical modulation of minimum twelve (12") inches every forty (40') feet of facade on all streets.

[Z] Ground Floor Use Activation.

- Not applicable.

[AA] Minimum Ground Floor-to-Ceiling Height.

- Not applicable.

[AB] Increased Ground Floor Transparency.

- Not applicable.

6.2 GROUND FLOOR READY:

Pursuant to this Chapter, any building type located within a zoning district subject to **Chapter 20.502 Active Ground Floor Use Ready Overlay** shall be required to comply with the following requirements:

[AC] Minimum Ground Floor-to-Ceiling Height.

- Not applicable.

[AD] Increased Ground Floor Transparency.

- Not applicable.

6.3 TRANSIT-BASED HEIGHT ALLOWANCE:

Pursuant to this Chapter and Washington State HB 1491, any building type located within a 1/4-mile radius of an existing or planned bus rapid or light rail transit, are eligible for no maximum height limits, subject to the **Chapter 20.503 Station Areas Overlay**.

[AE] Increased Maximum Height.

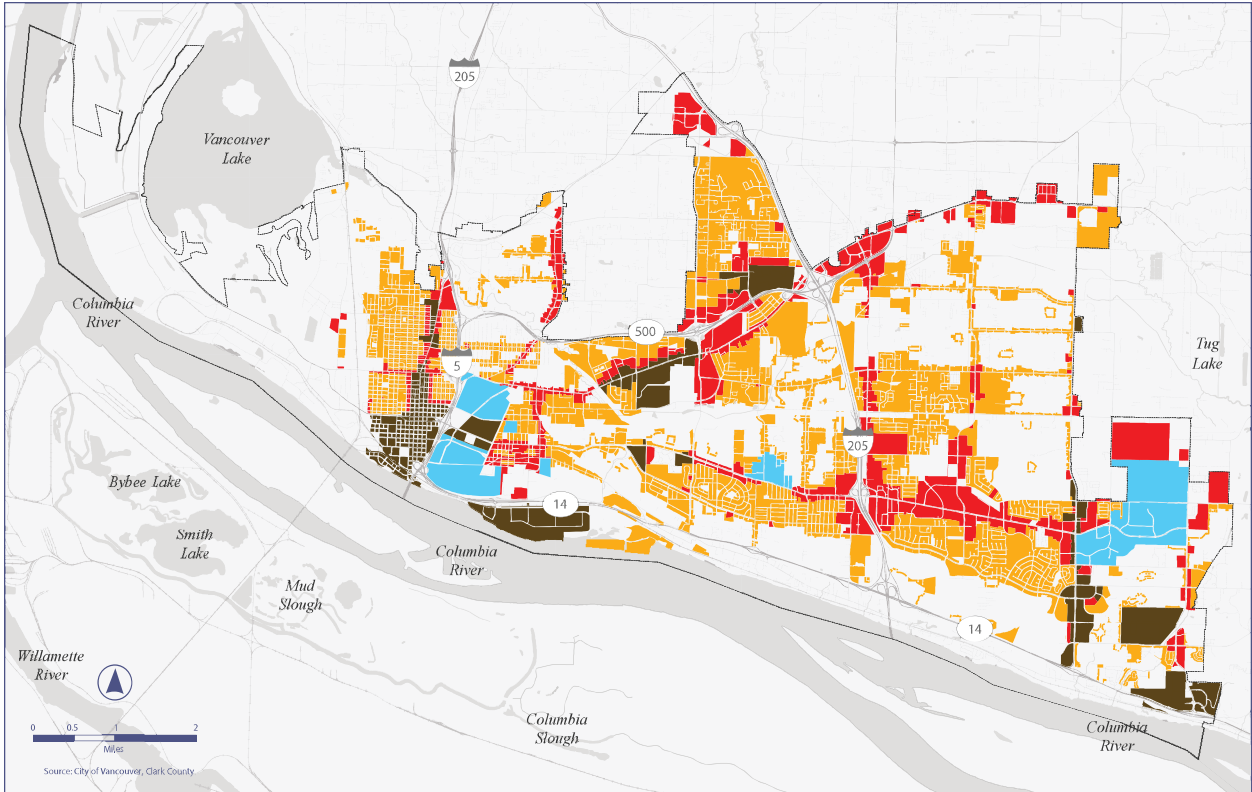
- No maximum.

6.4 OTHER OVERLAY REQUIREMENTS:

The following may also apply:

- See **Chapter 20.500 VMC Overlay Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.600 VMC Plan Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.700 VMC Environmental Regulations** of this code for other requirements that may apply to this district.

060 MULTIFAMILY



Map of Allowable Zoning Districts

1. DEFINITION AND APPLICABILITY.

A Multifamily Building (MFB) is a medium- to large-sized building containing multiple dwelling units for rent or to own arranged along a shared corridor. The units are attached and stacked to achieve higher density. The building typically features a shared entrance for all residents, with some ground-floor units offering individual street-facing entrances. Parking is usually located at the rear of the site or beneath the building to maximize space and maintain an active street presence.

The map and table on this page identify the allowable zoning district. Character images on this page are advisory only.

Low-Scale Neighborhood District (LS)	No
Medium-Scale Neighborhood District (MS)	Yes
Mixed-Use Neighborhood District (MX)	Yes
Regional Activity Center District (RA)	Yes
Institutional / Campus District (IC)	Yes
Industrial / Employment District (IE)	No
Heavy Industrial District (HI)	No
Manufactured Home District (MH)	No
Parks / Open Space District (PO)	No
Natural Areas District (NA)	No

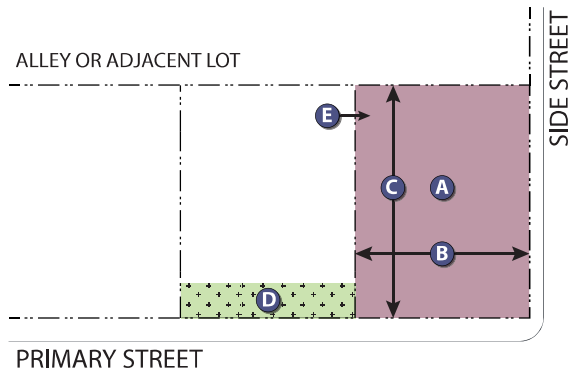
Table of Allowable Zoning district



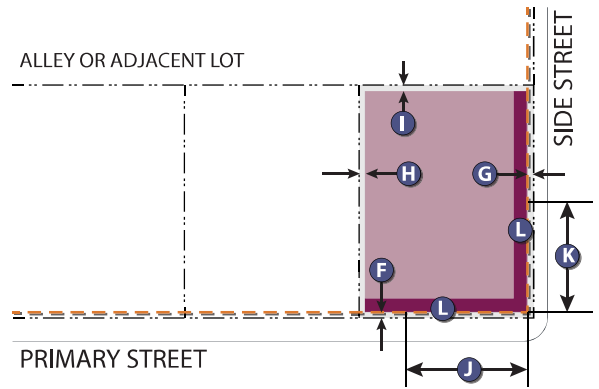
Character Image

060 MFB

060 MULTIFAMILY



--- PROPERTY LINE ■ LOT AREA
 ■ OPEN SPACE



--- PROPERTY LINE ■ FACADE LINE
 - - - BUILD-TO-LINE ■ BUILDING AREA

2. LOT DIMENSIONS AND COVERAGE.

[A] Minimum and Maximum Lot Size.

- Not applicable.

[B] Maximum Lot Width.

- Not applicable.

[C] Maximum Lot Depth.

- Not applicable.

[D] Minimum Open Space Area.

- Fifteen (15%) percent of lot size. Setback areas may contribute to meeting this requirement.
- Terraces, verandas, patios, roof decks, and other shared outdoor spaces accessible by all residential units on upper floors may contribute to meeting this requirement.

[E] Maximum Impervious Area.

- Ninety (90%) percent of lot size.
- The total square feet of a green roof and any other impervious surfaces may be excluded from this calculation.

3. BUILDING PLACEMENT AND BUILDOUT.

[F] Front Build-to-Line (Primary Street).

- Maximum of five (5') feet from the lot line.
- May encroach the build-to-line with a ROW permit.

[G] Side Build-to-Line (Side Street).

- Maximum of five (5') feet from the lot line.
- May encroach the build-to-line with a ROW permit.

[H] Side Setback Line (Adjacent Lot).

- Subject to screening and buffering standards.

[I] Rear Setback Line (Adjacent Lot or Alley).

- Subject to screening and buffering standards.

[J] Front Build-Out (Primary Street).

- Minimum of eighty (80%) percent of the front build-to-line.

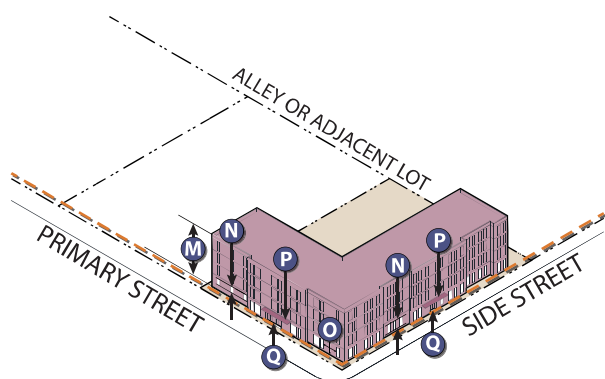
[K] Side Build-Out (Side Street).

- Minimum of fifty (50%) percent of the side build-to-line.

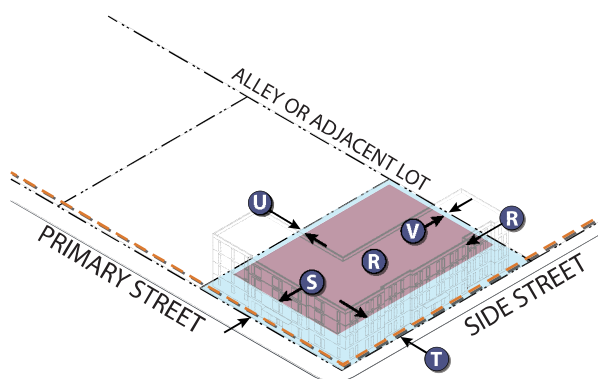
[L] Maximum Facade Length.

- Maximum two-hundred (200') feet without a building break; unrestricted public, pedestrian access; facade modulation; or change in materials or color.

060 MFB



--- PROPERTY LINE LOT AREA
 - - - BUILD-TO-LINE BUILDING MASS



--- PROPERTY LINE SETBACK AREA
 - - - BUILD-TO-LINE PARKING AREA

4. BUILDING HEIGHT AND FRONTAGE.

[M] Minimum and Maximum Height.

- See **Chapter 20.410 Zoning district** height range for minimum and maximum height.

[N] Ground Floor Transparency.

- Primary Street. Minimum of fifteen (15%) percent transparent windows or doors.
- Side Street. Minimum of fifteen (15%) percent transparent windows or doors.

[O] Blank Wall Limitations (Any Public Street).

- No blank frontage walls greater than thirty (30') feet.

[P] Weather Protection.

- Required at all primary and side street entrances.
- Minimum vertical clearance of ten (10') feet.
- Maximum vertical clearance of twenty (20') feet.
- Minimum overhang of six (6') feet.

[Q] Entrances and Access Points.

- A shared pedestrian entrance must be located facing a primary street. Additional pedestrian entrances may be located facing side streets. If no primary street is present, the pedestrian entrance must face the side street.
- Ground floor residential units may have individual pedestrian entrances.

5. PARKING AND ACCESS.

[R] Parking Ratios.

- See **Chapter 20.450.090 VMC Parking and Loading** for parking requirements.

[S] Front Setback (Primary Street).

- Minimum of twenty (20') feet from the lot line.
- Zero-lot-line if contained within building and buffered.

[T] Side Setback (Side Street).

- Minimum of twenty (20') feet from the lot line.
- Zero-lot-line if contained within building and buffered.

[U] Side Setback (Adjacent Lot).

- Minimum of five (5') feet from the lot line.

[V] Rear Setback (Adjacent Lot or Alley).

- Minimum of five (5') feet from the lot line.

[W] Access Points.

- Parking shall be accessed by way of a side street or an alley abutting the lot. If neither are present, parking may be accessed by way of a primary street. See **Title 11 Streets and Sidewalks** for additional requirements.

6. OVERLAY REQUIREMENTS.

6.1 GROUND FLOOR ACTIVATION:

Pursuant to this Chapter, any building type located within a zoning district subject to **Chapter 20.501 Active Ground Floor Use Overlay** shall be required to comply with the following requirements:

[X] Required Frontage Type.

The following table shows the allowable frontage types for this building type that apply to frontage on primary and side streets. Internal frontage is not regulated. See **Chapter 20.440 Frontage Types** of this code for additional frontage type requirements.

Frontage Type	Allowable
Awnings	Yes
Balconies	Yes
Bay Windows	Yes
Cafe	No
Common Yard	No
Courtyard	Yes
Gallery	No
Light Court	No
Porch	Yes
Stoop	Yes
Shopfront	No

[Y] Frontage Modulation Requirements.

- One (1) vertical modulation of minimum twelve (12") inches every fifty (50') feet of facade on all streets.

[Z] Ground Floor Use Activation.

- Fifty (50%) percent of ground floor frontage along primary streets must be common uses supportive of the Primary Residential Use per **Chapter VMC 20.430 Use Requirements**; or the side street when no primary street is present.

[AA] Minimum Ground Floor-to-Ceiling Height.

- Minimum of fourteen (14') feet (floor-to-ceiling) for all primary uses.

[AB] Increased Ground Floor Transparency.

- Minimum of forty (40%) percent windows or doors on all street types.

6.2 GROUND FLOOR READY:

Pursuant to this Chapter, any building type located within a zoning district subject to **Chapter 20.502 Active Ground Floor Use Ready Overlay** shall be required to comply with the following requirements:

[AC] Minimum Ground Floor-to-Ceiling Height.

- Minimum of twelve (12') feet (floor-to-ceiling) for all primary uses.

[AD] Increased Ground Floor Transparency.

- Minimum of forty (40%) percent transparent windows or doors on all street types.

6.3 TRANSIT-BASED HEIGHT ALLOWANCE:

Pursuant to this Chapter and Washington State HB 1491, any building type located within a 1/4-mile radius of an existing or planned bus rapid or light rail transit, are eligible for no maximum height limits, subject to the **Chapter 20.503 Station Areas Overlay**.

[AE] Increased Maximum Height.

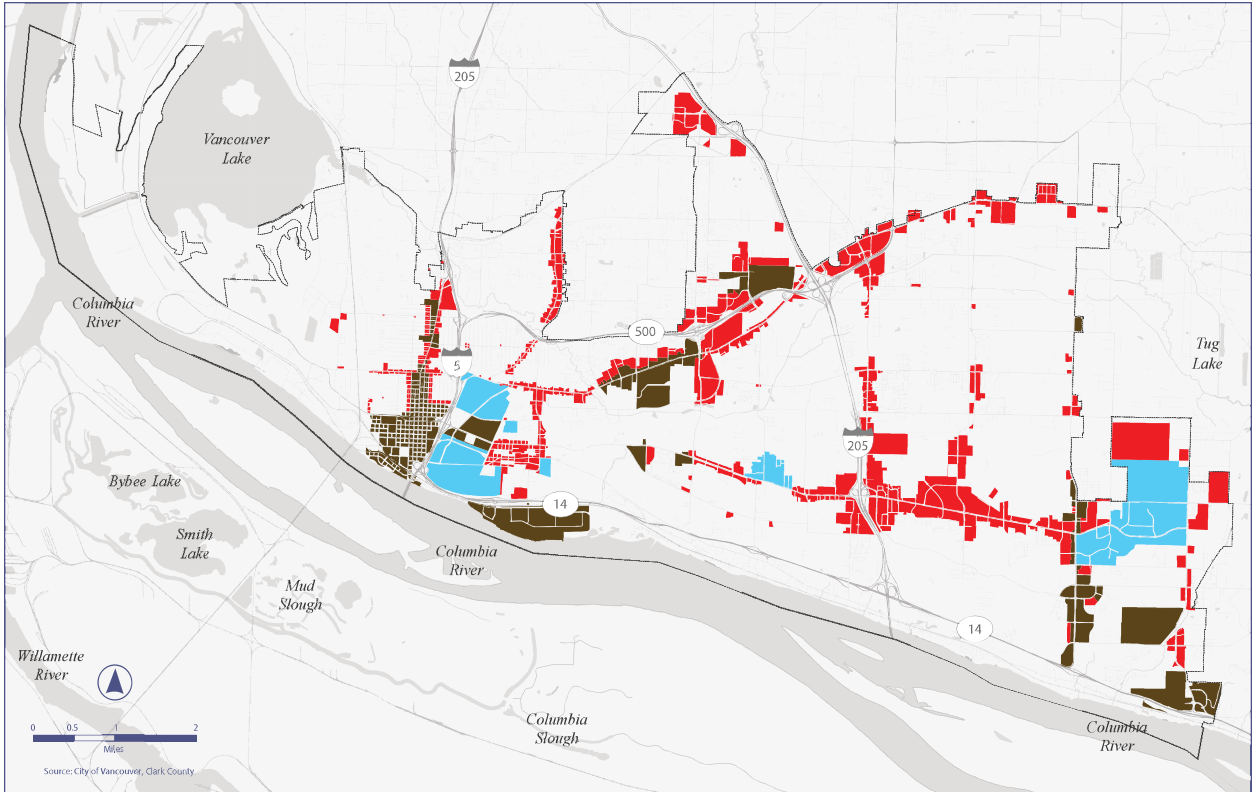
- No maximum.

6.4 OTHER OVERLAY REQUIREMENTS:

The following may also apply:

- See **Chapter 20.500 VMC Overlay Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.600 VMC Plan Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.700 VMC Environmental Regulations** of this code for other requirements that may apply to this district.

070 MID-RISE RESIDENTIAL



Map of Allowable Zoning Districts

1. DEFINITION AND APPLICABILITY.

A Mid-Rise Residential Building (MIB) is a large, zero-lot-line building with multiple attached and stacked dwelling units. The building features a shared street-level entrance leading to an interior lobby, with corridors providing access to each unit. The building should include shared spaces for residents to foster community interaction. Parking is typically below grade and should be accessed from side streets rather than the primary street to maintain an active and pedestrian-friendly frontage.

The map and table on this page identify the allowable zoning district. Character images on this page are advisory only.

Low-Scale Neighborhood District (LS)	No
Medium-Scale Neighborhood District (MS)	No
Mixed-Use Neighborhood District (MX)	Yes
Regional Activity Center District (RA)	Yes
Institutional / Campus District (IC)	Yes
Industrial / Employment District (IE)	No
Heavy Industrial District (HI)	No
Manufactured Home District (MH)	No
Parks / Open Space District (PO)	No
Natural Areas District (NA)	No

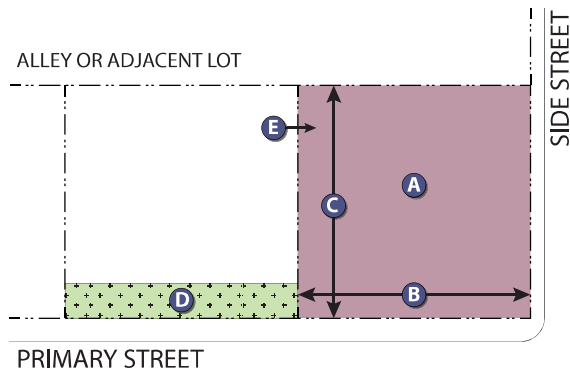
Table of Allowable Zoning district



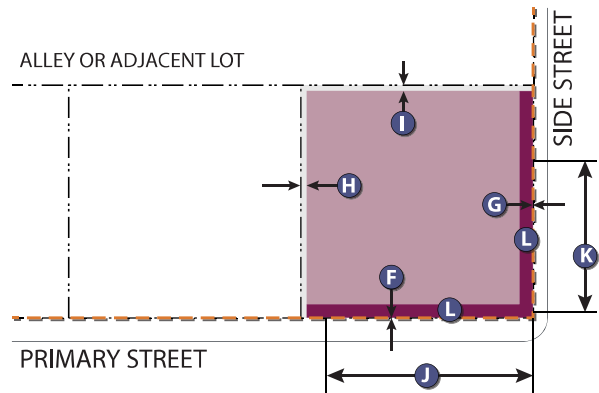
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070 MIB

070 MID-RISE RESIDENTIAL



--- PROPERTY LINE
 + + + OPEN SPACE
 LOT AREA



--- PROPERTY LINE
 - - - BUILD-TO-LINE
 FACADE LINE
 BUILDING AREA

2. LOT DIMENSIONS AND COVERAGE.

[A] Minimum and Maximum Lot Size.

- Not applicable.

[B] Maximum Lot Width.

- Not applicable.

[C] Maximum Lot Depth.

- Not applicable.

[D] Minimum Open Space Area.

- Fifteen (15%) percent of lot size. Setback areas may contribute to meeting this requirement.
- Terraces, verandas, patios, roof decks, and other shared outdoor spaces accessible by all residential units on upper floors may contribute to meeting this requirement.

[E] Maximum Impervious Area.

- Ninety-five (95%) percent of lot size.
- The total square feet of a green roof and any other impervious surfaces may be excluded from this calculation.

3. BUILDING PLACEMENT AND BUILDOUT.

[F] Front Build-to-Line (Primary Street).

- Maximum of five (5') feet from the lot line.
- May encroach the build-to-line with a ROW permit.

[G] Side Build-to-Line (Side Street).

- Maximum of five (5') feet from the lot line.
- May encroach the build-to-line with a ROW permit.

[H] Side Setback Line (Adjacent Lot).

- Subject to screening and buffering standards.

[I] Rear Setback Line (Adjacent Lot or Alley).

- Subject to screening and buffering standards.

[J] Front Build-Out (Primary Street).

- Minimum of eighty (80%) percent of the front build-to-line.

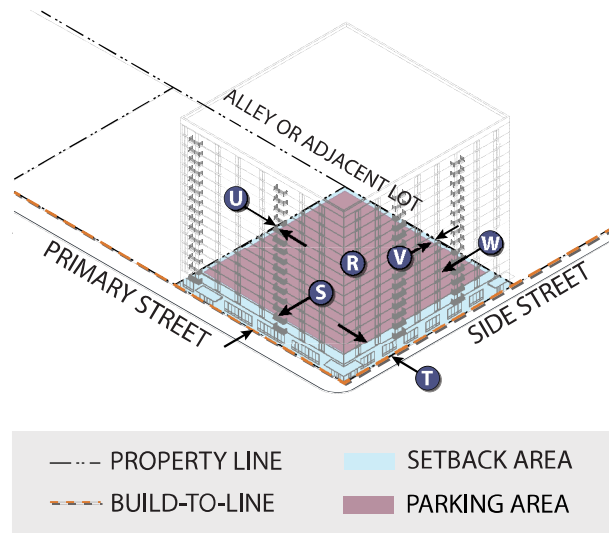
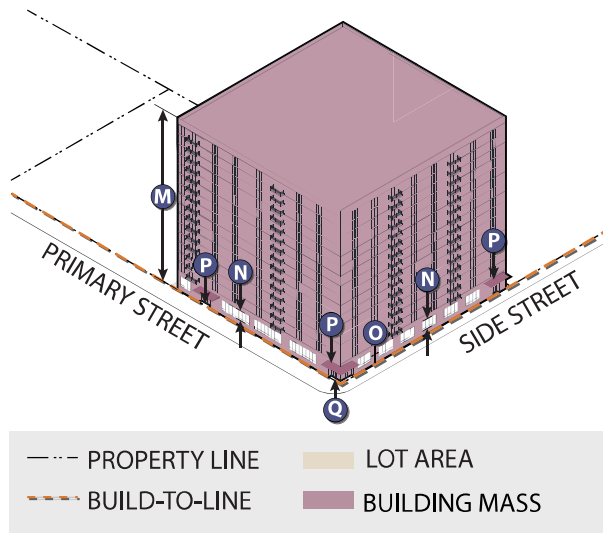
[K] Side Build-Out (Side Street).

- Minimum of seventy (70%) percent of the side build-to-line.

[L] Maximum Facade Length.

- Maximum two-hundred (200') feet without a building break; unrestricted public, pedestrian access; facade modulation; or change in materials or color.

070 MIB



4. BUILDING HEIGHT AND FRONTAGE.

[M] Minimum and Maximum Height.

- See **Chapter 20.410 Zoning district** height range for minimum and maximum height.

[N] Ground Floor Transparency.

- Primary Street. Minimum of forty (40%) percent transparent windows or doors.
- Side Street. Minimum of forty (40%) percent transparent windows or doors.

[O] Blank Wall Limitations (Any Public Street).

- No blank frontage walls greater than thirty (30') feet.

[P] Weather Protection.

- Required at all primary and side street entrances.
- Minimum vertical clearance of ten (10') feet.
- Maximum vertical clearance of twenty (20') feet.
- Minimum overhang of six (6') feet.

[Q] Entrances and Access Points.

- A shared pedestrian entrance must be located facing a primary street. Additional pedestrian entrances may be located facing side streets. If no primary street is present, the pedestrian entrance must face the side street.

5. PARKING AND ACCESS.

[R] Parking Ratios.

- See **Chapter 20.450.090 VMC Parking and Loading** for parking requirements.

[S] Front Setback (Primary Street).

- Minimum of twenty (20') feet from the lot line.
- Zero-lot-line if contained within building and buffered.

[T] Side Setback (Side Street).

- Minimum of twenty (20') feet from the lot line.
- Zero-lot-line if contained within building and buffered.

[U] Side Setback (Adjacent Lot).

- Minimum of five (5') feet from the lot line.

[V] Rear Setback (Adjacent Lot or Alley).

- Minimum of five (5') feet from the lot line.

[W] Access Points.

- Parking shall be accessed by way of a side street or an alley abutting the lot. If neither are present, parking may be accessed by way of a primary street. See **Title 11 Streets and Sidewalks** for additional requirements.

6. OVERLAY REQUIREMENTS.

6.1 GROUND FLOOR ACTIVATION:

Pursuant to this Chapter, any building type located within a zoning district subject to **Chapter 20.501 Active Ground Floor Use Overlay** shall be required to comply with the following requirements:

[X] Required Frontage Type.

The following table shows the allowable frontage types for this building type that apply to frontage on primary and side streets. Internal frontage is not regulated. See **Chapter 20.440 Frontage Types** of this code for additional frontage type requirements.

Frontage Type	Allowable
Awnings	Yes
Balconies	Yes
Bay Windows	Yes
Cafe	No
Common Yard	No
Courtyard	Yes
Gallery	Yes
Light Court	No
Porch	No
Stoop	No
Shopfront	No

[Y] Frontage Modulation Requirements.

- One (1) vertical modulation of minimum twelve (12") inches every fifty (50') feet of facade on all streets.

[Z] Ground Floor Use Activation.

- Fifty (50%) percent of ground floor frontage along primary streets must be common uses supportive of the Primary Residential Use per **Chapter VMC 20.430 Use Requirements**; or the side street when no primary street is present.

[AA] Minimum Ground Floor-to-Ceiling Height.

- Minimum of fourteen (14') feet (floor-to-ceiling) for all primary uses.

[AB] Increased Ground Floor Transparency.

- Minimum of sixty (60%) percent windows or doors on all street types.

6.2 GROUND FLOOR READY:

Pursuant to this Chapter, any building type located within a zoning district subject to **Chapter 20.502 Active Ground Floor Use Ready Overlay** shall be required to comply with the following requirements:

[AC] Minimum Ground Floor-to-Ceiling Height.

- Minimum of twelve (12') feet (floor-to-ceiling) for all primary uses.

[AD] Increased Ground Floor Transparency.

- Minimum of sixty (60%) percent windows or doors on all street types.

6.3 TRANSIT-BASED HEIGHT ALLOWANCE:

Pursuant to this Chapter and Washington State HB 1491, any building type located within a 1/4-mile radius of an existing or planned bus rapid or light rail transit, are eligible for no maximum height limits, subject to the **Chapter 20.503 Station Areas Overlay**.

[AE] Increased Maximum Height.

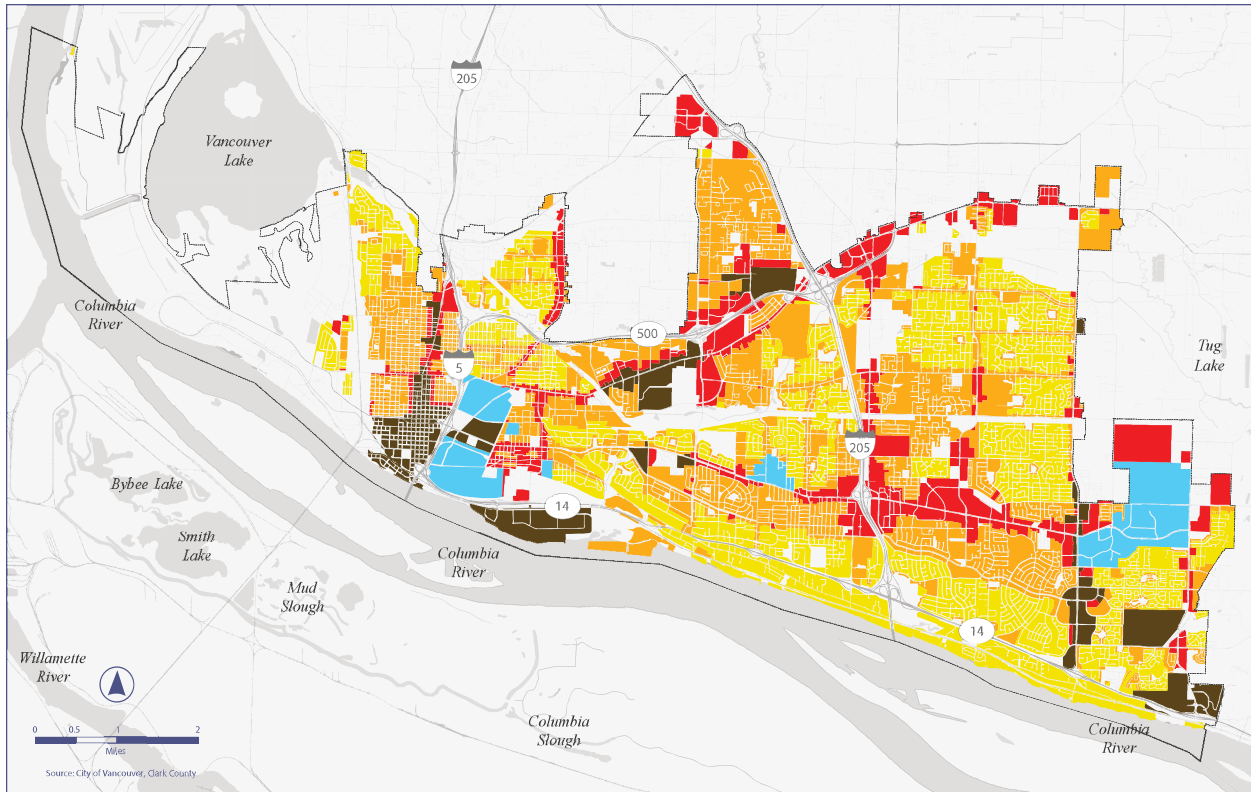
- No maximum.

6.4 OTHER OVERLAY REQUIREMENTS:

The following may also apply:

- See **Chapter 20.500 VMC Overlay Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.600 VMC Plan Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.700 VMC Environmental Regulations** of this code for other requirements that may apply to this district.

080 MIXED-USE RESIDENTIAL



Map of Allowable Zoning Districts

1. DEFINITION AND APPLICABILITY.

A Mixed-Use Residential Building (MXB) is a medium- to large-sized building featuring ground-floor commercial spaces with residential units stacked above. The ground floor consists of multiple entrances, while the residential portion has a shared entrance and lobby. Interior circulation to the upper residential floors is provided through shared corridors that lead to individual units.

The map and table on this page identify the allowable zoning district. Character images on this page are advisory only.

Low-Scale Neighborhood District (LS)	Yes
Medium-Scale Neighborhood District (MS)	Yes
Mixed-Use Neighborhood District (MX)	Yes
Regional Activity Center District (RA)	Yes
Institutional / Campus District (IC)	Yes
Industrial / Employment District (IE)	No
Heavy Industrial District (HI)	No
Manufactured Home District (MH)	No
Parks / Open Space District (PO)	No
Natural Areas District (NA)	No

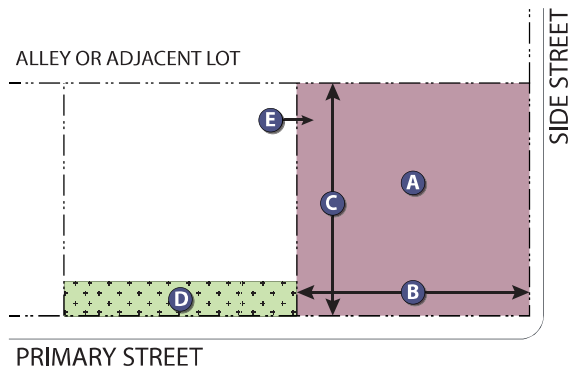
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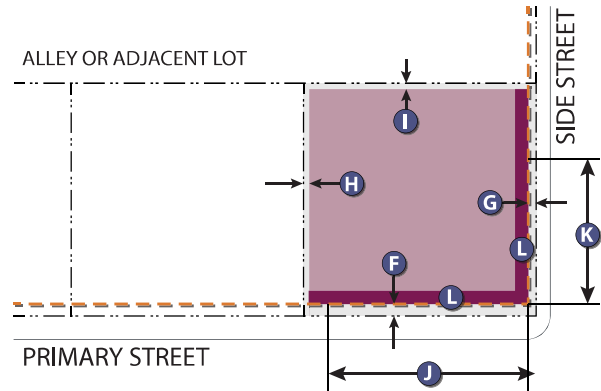
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080 MXB

080 MIXED-USE RESIDENTIAL



--- PROPERTY LINE ■ LOT AREA
 ■ OPEN SPACE



--- PROPERTY LINE ■ FACADE LINE
 - - - BUILD-TO-LINE ■ BUILDING AREA

2. LOT DIMENSIONS AND COVERAGE.

[A] Minimum and Maximum Lot Size.

- Minimum: Not applicable.
- Maximum: Not applicable.

[B] Maximum Lot Width.

- Not applicable.

[C] Maximum Lot Depth.

- Not applicable.

[D] Minimum Open Space Area.

- Not applicable.

[E] Maximum Impervious Area.

- Not applicable.

3. BUILDING PLACEMENT AND BUILDOUT.

[F] Front Build-to-Line (Primary Street).

- Maximum of five (5') feet from the lot line.
- May encroach the build-to-line with a ROW permit.

[G] Side Build-to-Line (Side Street).

- Maximum of five (5') feet from the lot line.
- May encroach the build-to-line with a ROW permit.

[H] Side Setback Line (Adjacent Lot).

- Minimum of five (5') feet from the lot line.

[I] Rear Setback Line (Adjacent Lot or Alley).

- Minimum of five (5') feet from the lot line.

[J] Front Build-Out (Primary Street).

- Minimum of ninety (90%) percent of the front build-to-line.

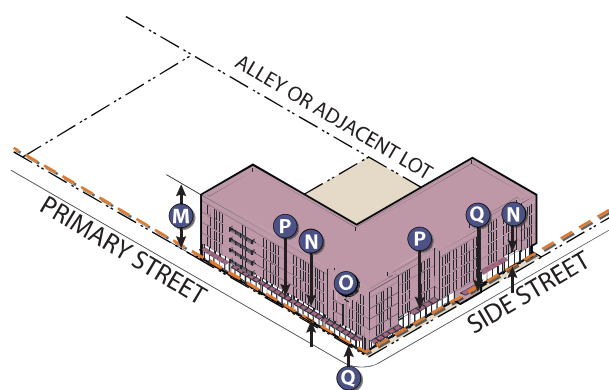
[K] Side Build-Out (Side Street).

- Minimum of seventy (70%) percent of the side build-to-line.

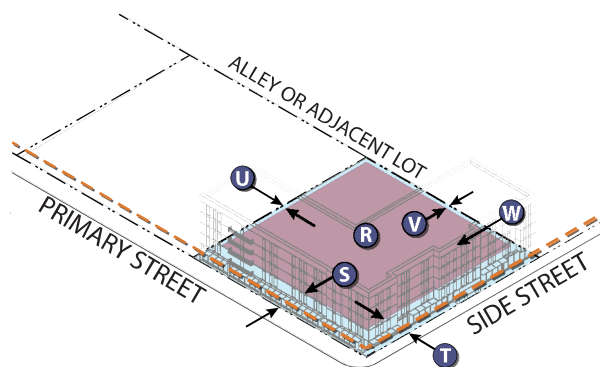
[L] Maximum Facade Length.

- Maximum two-hundred (200') feet without a building break; unrestricted public, pedestrian access; facade modulation; or change in materials or color.

080 MXB



--- PROPERTY LINE ■ LOT AREA
 --- BUILD-TO-LINE ■ BUILDING MASS



--- PROPERTY LINE ■ SETBACK AREA
 --- BUILD-TO-LINE ■ PARKING AREA

4. BUILDING HEIGHT AND FRONTAGE.

[M] Minimum and Maximum Height.

- See **Chapter 20.410 Zoning district** height range for minimum and maximum height.

[N] Ground Floor Transparency.

- Primary Street. Minimum of sixty (60%) percent transparent windows or doors.
- Side Street. Minimum of sixty (60%) percent transparent windows or doors.

[O] Blank Wall Limitations (Any Public Street).

- No blank frontage walls greater than thirty (30') feet.

[P] Weather Protection.

- Required at all primary and side street entrances.
- Minimum of seventy (70%) percent linear coverage on primary streets and thirty (30%) percent on side streets.
- Minimum vertical clearance of ten (10') feet.
- Maximum vertical clearance of twenty (20') feet.
- Minimum overhang of six (6') feet.

[Q] Entrances and Access Points.

- No requirements for shared pedestrian entrances.
- Ground floor residential units may have individual pedestrian entrances.

5. PARKING AND ACCESS.

[R] Parking Ratios.

- See **Chapter 20.450.090 VMC Parking and Loading** for parking requirements.

[S] Front Setback (Primary Street).

- Minimum of twenty (20') feet from the lot line.
- Zero-lot-line if contained within building and buffered.

[T] Side Setback (Side Street).

- Minimum of twenty (20') feet from the lot line.
- Zero-lot-line if contained within building and buffered.

[U] Side Setback (Adjacent Lot).

- Minimum of five (5') feet from the lot line.

[V] Rear Setback (Adjacent Lot or Alley).

- Minimum of five (5') feet from the lot line.

[W] Access Points.

- Parking shall be accessed by way of a side street or an alley abutting the lot. If neither are present, parking may be accessed by way of a primary street. See **Title 11 Streets and Sidewalks** for additional requirements.

6. OVERLAY REQUIREMENTS.

6.1 GROUND FLOOR ACTIVATION:

Pursuant to this Chapter, any building type located within a zoning district subject to **Chapter 20.501 Active Ground Floor Use Overlay** shall be required to comply with the following requirements:

[X] Required Frontage Type.

The following table shows the allowable frontage types for this building type that apply to frontage on primary and side streets. Internal frontage is not regulated. See **Chapter 20.440 Frontage Types** of this code for additional frontage type requirements.

Frontage Type	Allowable
Awnings	Yes
Balconies	Yes
Bay Windows	Yes
Cafe	Yes
Common Yard	No
Courtyard	Yes
Gallery	Yes
Light Court	Yes
Porch	No
Stoop	No
Shopfront	Yes

[Y] Frontage Modulation Requirements.

- One (1) vertical modulation of minimum twelve (12") inches every fifty (50') feet of facade on all streets.

[Z] Ground Floor Use Activation.

- Fifty (50%) percent of ground floor frontage along primary streets must be Active Retail Uses per **Chapter VMC 20.430 Use Requirements**; or the side street when no primary street is present.

[AA] Minimum Ground Floor-to-Ceiling Height.

- Minimum of fourteen (14') feet (floor-to-ceiling) for all primary uses.

[AB] Increased Ground Floor Transparency.

- Minimum of seventy (70%) percent windows or doors on all street types.

6.2 GROUND FLOOR READY:

Pursuant to this Chapter, any building type located within a zoning district subject to **Chapter 20.502 Active Ground Floor Use Ready Overlay** shall be required to comply with the following requirements:

[AC] Minimum Ground Floor-to-Ceiling Height.

- Minimum of twelve (12') feet (floor-to-ceiling) for all primary uses.

[AD] Increased Ground Floor Transparency.

- Minimum of seventy (70%) percent windows or doors on all street types.

6.3 TRANSIT-BASED HEIGHT ALLOWANCE:

Pursuant to this Chapter and Washington State HB 1491, any building type located within a 1/4-mile radius of an existing or planned bus rapid or light rail transit, are eligible for no maximum height limits, subject to the **Chapter 20.503 Station Areas Overlay**.

[AE] Increased Maximum Height.

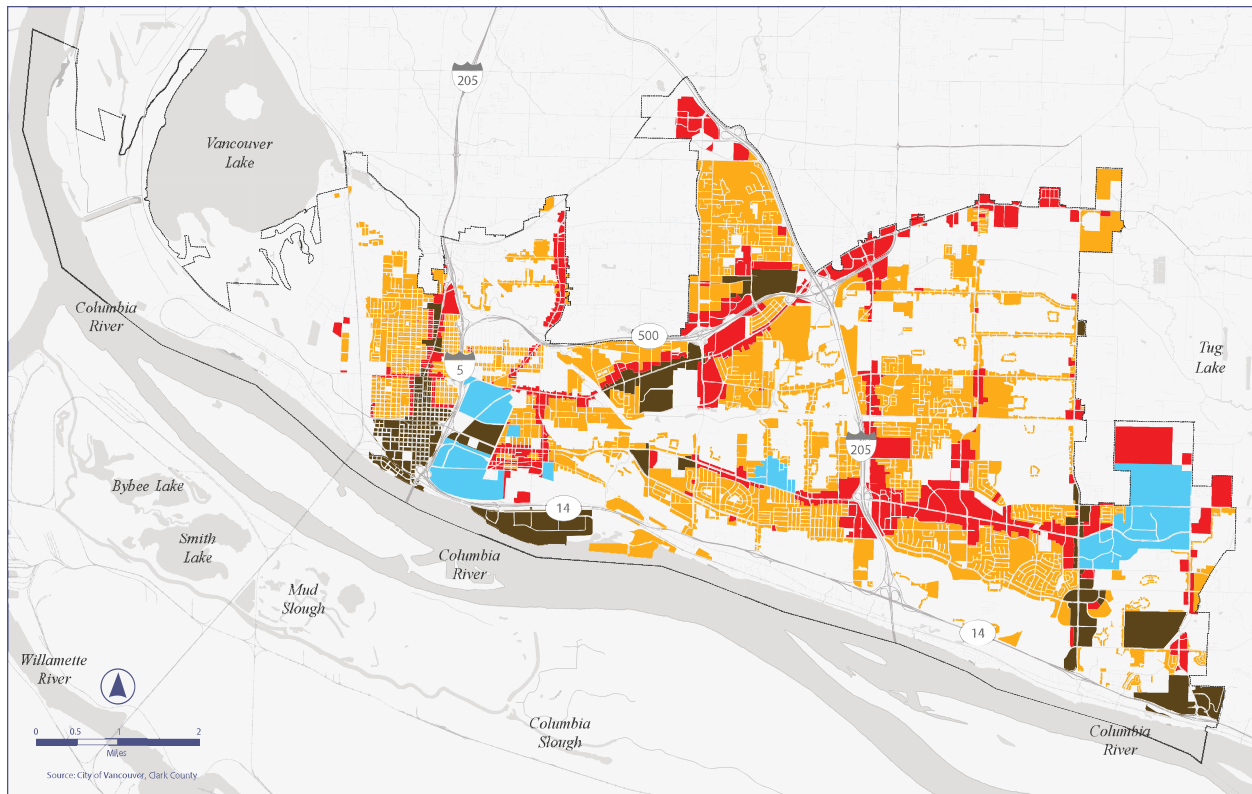
- No maximum.

6.4 OTHER OVERLAY REQUIREMENTS:

The following may also apply:

- See **Chapter 20.500 VMC Overlay Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.600 VMC Plan Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.700 VMC Environmental Regulations** of this code for other requirements that may apply to this district.

090 MIXED-USE OFFICE



Map of Allowable Zoning Districts

1. DEFINITION AND APPLICABILITY.

A Mixed-Use Office Building (MOB) is a medium- to large-sized building designed to feature ground-floor commercial spaces with office space above. The retail areas have independent entrances for easy access to street-level shops. Office space on the upper floors is accessed via interior circulation, which can include a central corridor or open area, depending on whether the floor is occupied by a single tenant or divided among multiple tenants.

The map and table on this page identify the allowable zoning district. Character images on this page are advisory only.

Low-Scale Neighborhood District (LS)	No
Medium-Scale Neighborhood District (MS)	Yes
Mixed-Use Neighborhood District (MX)	Yes
Regional Activity Center District (RA)	Yes
Institutional / Campus District (IC)	Yes
Industrial / Employment District (IE)	Yes
Heavy Industrial District (HI)	No
Manufactured Home District (MH)	No
Parks / Open Space District (PO)	No
Natural Areas District (NA)	No

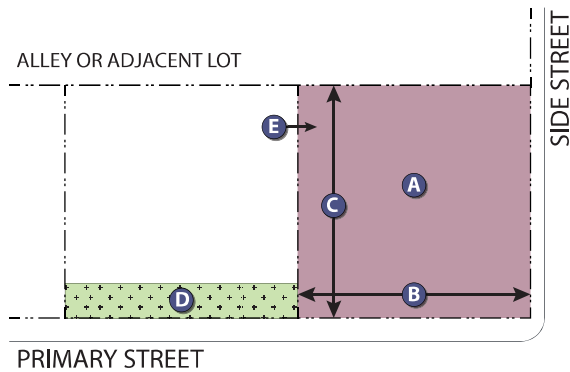
Table of Allowable Zoning district



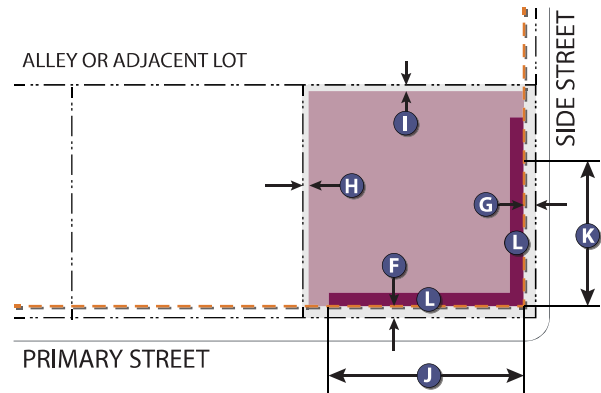
Character Image

090 MOB

090 MIXED-USE OFFICE



--- PROPERTY LINE ■ LOT AREA
 ■ OPEN SPACE



--- PROPERTY LINE ■ FACADE LINE
 - - - BUILD-TO-LINE ■ BUILDING AREA

2. LOT DIMENSIONS AND COVERAGE.

[A] Minimum and Maximum Lot Size.

- Minimum: Not applicable.
- Maximum: Not applicable.

[B] Maximum Lot Width.

- Not applicable.

[C] Maximum Lot Depth.

- Not applicable.

[D] Minimum Open Space Area.

- Not applicable.

[E] Maximum Impervious Area.

- Not applicable.

3. BUILDING PLACEMENT AND BUILDOUT.

[F] Front Build-to-Line (Primary Street).

- Maximum of ten (10') feet from the lot line.
- May encroach the build-to-line with a ROW permit.

[G] Side Build-to-Line (Side Street).

- Maximum of ten (10') feet from the lot line.
- May encroach the build-to-line with a ROW permit.

[H] Side Setback Line (Adjacent Lot).

- Minimum of five (5') feet from the lot line.

[I] Rear Setback Line (Adjacent Lot or Alley).

- Minimum of five (5') feet from the lot line.

[J] Front Build-Out (Primary Street).

- Minimum of ninety (90%) percent of the front build-to-line.

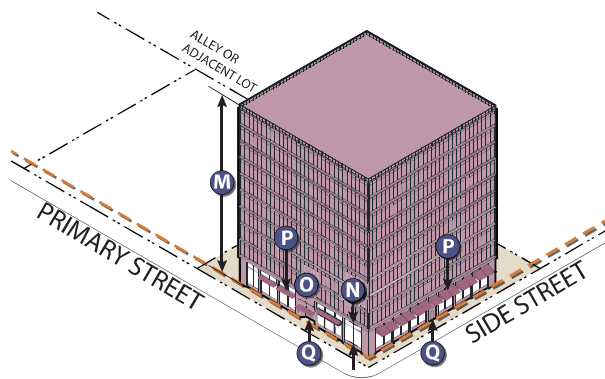
[K] Side Build-Out (Side Street).

- Minimum of fifty (50%) percent of the side build-to-line.

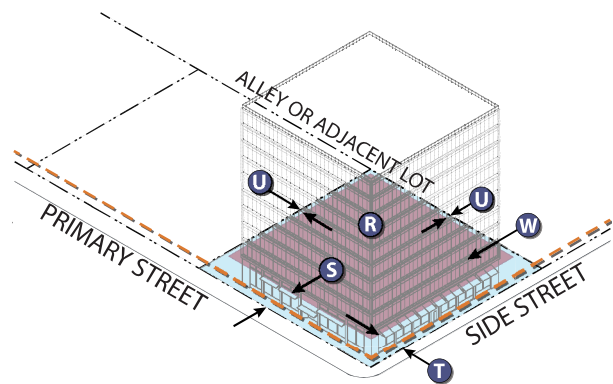
[L] Maximum Facade Length.

- Maximum two-hundred (200') feet without a building break; unrestricted public, pedestrian access; facade modulation; or change in materials or color.

090 MOB



--- PROPERTY LINE LOT AREA
 - - - BUILD-TO-LINE BUILDING MASS



--- PROPERTY LINE SETBACK AREA
 - - - BUILD-TO-LINE PARKING AREA

4. BUILDING HEIGHT AND FRONTAGE.

[M] Minimum and Maximum Height.

- See **Chapter 20.410 Zoning district** height range for minimum and maximum height.

[N] Ground Floor Transparency.

- Primary Street. Minimum of sixty (60%) percent transparent windows or doors.
- Side Street. Minimum of twenty (20%) percent transparent windows or doors.

[O] Blank Wall Limitations (Any Public Street).

- No blank frontage walls greater than thirty (30') feet.

[P] Weather Protection.

- Required at all primary and side street entrances.
- Minimum of seventy (70%) percent linear coverage on primary streets.
- Minimum vertical clearance of ten (10') feet.
- Maximum vertical clearance of twenty (20') feet.
- Minimum overhang of six (6') feet.

[Q] Entrances and Access Points.

- No requirements for shared pedestrian entrances.

5. PARKING AND ACCESS.

[R] Parking Ratios.

- See **Chapter 20.450.090 VMC Parking and Loading** for parking requirements.

[S] Front Setback (Primary Street).

- Minimum of twenty (20') feet from the lot line.
- Zero-lot-line if contained within building and buffered.

[T] Side Setback (Side Street).

- Minimum of twenty (20') feet from the lot line.
- Zero-lot-line if contained within building and buffered.

[U] Side Setback (Adjacent Lot).

- Minimum of five (5') feet from the lot line.

[V] Rear Setback (Adjacent Lot or Alley).

- Minimum of five (5') feet from the lot line.

[W] Access Points.

- Parking shall be accessed by way of a side street or an alley abutting the lot. If neither are present, parking may be accessed by way of a primary street. See **Title 11 Streets and Sidewalks** for additional requirements.

6. OVERLAY REQUIREMENTS.

6.1 GROUND FLOOR ACTIVATION:

Pursuant to this Chapter, any building type located within a zoning district subject to **Chapter 20.501 Active Ground Floor Use Overlay** shall be required to comply with the following requirements:

[X] Required Frontage Type.

The following table shows the allowable frontage types for this building type that apply to frontage on primary and side streets. Internal frontage is not regulated. See **Chapter 20.440 Frontage Types** of this code for additional frontage type requirements.

Frontage Type	Allowable
Awnings	Yes
Balconies	No
Bay Windows	No
Cafe	Yes
Common Yard	No
Courtyard	Yes
Gallery	Yes
Light Court	No
Porch	No
Stoop	No
Shopfront	Yes

[Y] Frontage Modulation Requirements.

- One (1) vertical modulation of minimum twelve (12") inches every fifty (50') feet of facade on all streets.

[Z] Ground Floor Use Activation.

- Fifty (50%) percent of ground floor frontage along primary streets must be Active Retail Uses per **Chapter VMC 20.430 Use Requirements**; or the side street when no primary street is present.

[AA] Minimum Ground Floor-to-Ceiling Height.

- Minimum of fourteen (14') feet (floor-to-ceiling) for all primary uses.

[AB] Increased Ground Floor Transparency.

- Minimum of seventy (70%) percent windows or doors on all street types.

6.2 GROUND FLOOR READY:

Pursuant to this Chapter, any building type located within a zoning district subject to **Chapter 20.502 Active Ground Floor Use Ready Overlay** shall be required to comply with the following requirements:

[AC] Minimum Ground Floor-to-Ceiling Height.

- Minimum of twelve (12') feet (floor-to-ceiling) for all primary uses.

[AD] Increased Ground Floor Transparency.

- Minimum of forty (40%) percent windows or doors on all street types.

6.3 TRANSIT-BASED HEIGHT ALLOWANCE:

Pursuant to this Chapter and Washington State HB 1491, any building type located within a 1/4-mile radius of an existing or planned bus rapid or light rail transit, are eligible for no maximum height limits, subject to the **Chapter 20.503 Station Areas Overlay**.

[AE] Increased Maximum Height.

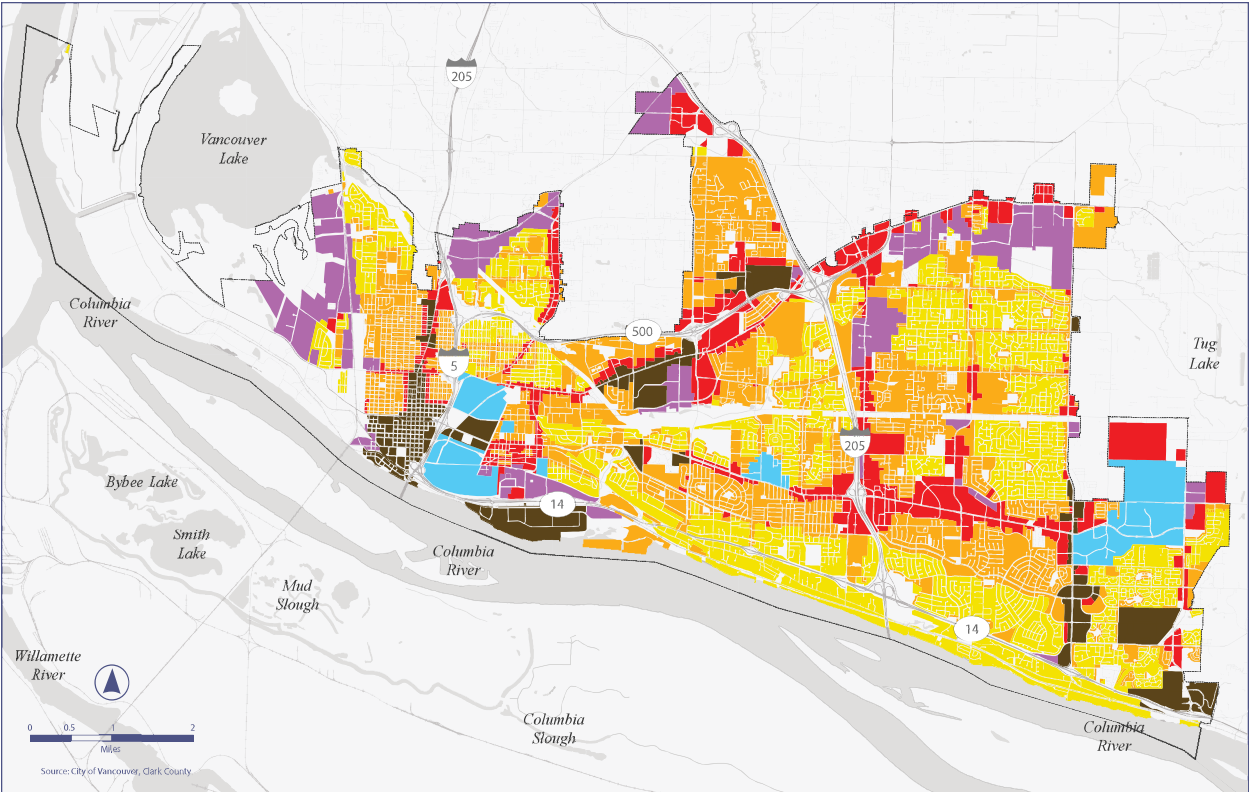
- No maximum.

6.4 OTHER OVERLAY REQUIREMENTS:

The following may also apply:

- See **Chapter 20.500 VMC Overlay Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.600 VMC Plan Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.700 VMC Environmental Regulations** of this code for other requirements that may apply to this district.

100 COMMERCIAL BLOCK



Map of Allowable Zoning Districts

1. DEFINITION AND APPLICABILITY.

A Commercial Block Building (CBB) is a small, low-rise rectangular building with individual entrances for in-line shops or stores, designed to foster an active and engaging street presence. The building should be oriented with entrances facing the street, while parking is placed at the rear to prioritize pedestrian access.

The map and table on this page identify the allowable zoning district. Character images on this page are advisory only.

Low-Scale Neighborhood District (LS)	Yes
Medium-Scale Neighborhood District (MS)	Yes
Mixed-Use Neighborhood District (MX)	Yes
Regional Activity Center District (RA)	Yes
Institutional / Campus District (IC)	Yes
Industrial / Employment District (IE)	Yes
Heavy Industrial District (HI)	No
Manufactured Home District (MH)	No
Parks / Open Space District (PO)	No
Natural Areas District (NA)	No

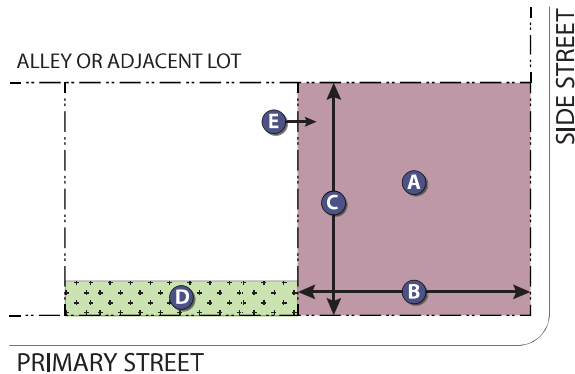
Table of Allowable Zoning district



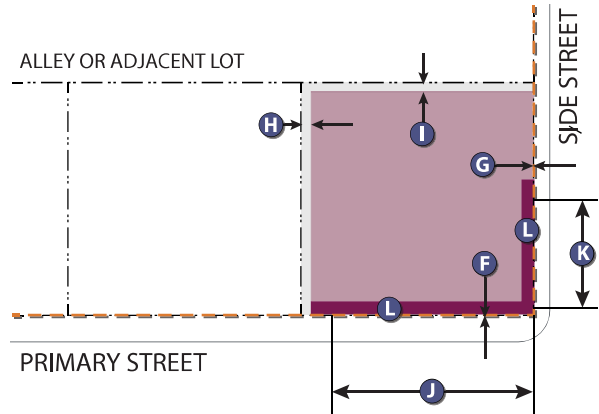
Character Image

100 CBB

100 COMMERCIAL BLOCK



--- PROPERTY LINE ■ LOT AREA
 ■ OPEN SPACE



--- PROPERTY LINE ■ FACADE LINE
 - - - BUILD-TO-LINE ■ BUILDING AREA

2. LOT DIMENSIONS AND COVERAGE.

[A] Minimum and Maximum Lot Size.

- Minimum: Not applicable.
- Maximum: Not applicable.

[B] Maximum Lot Width.

- Not applicable.

[C] Maximum Lot Depth.

- Not applicable.

[D] Minimum Open Space Area.

- Not applicable.

[E] Maximum Impervious Area.

- Not applicable.

3. BUILDING PLACEMENT AND BUILDOUT.

[F] Front Build-to-Line (Primary Street).

- Maximum of five (5') feet from the lot line.

[G] Side Build-to-Line (Side Street).

- Maximum of five (5') feet from the lot line.

[H] Side Setback Line (Adjacent Lot).

- Minimum of five (5') feet from the lot line.

[I] Rear Setback Line (Adjacent Lot or Alley).

- Minimum of five (5') feet from the lot line.

[J] Front Build-Out (Primary Street).

- Minimum of ninety (90%) percent of the front build-to-line.

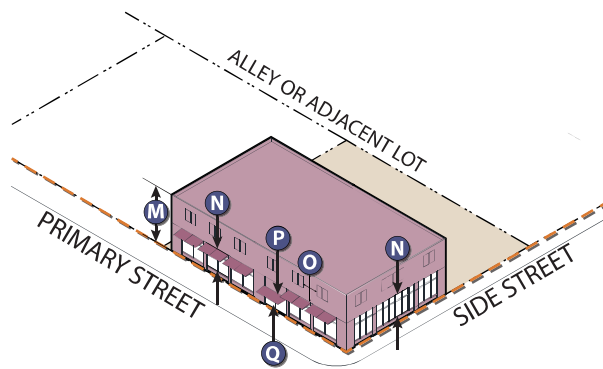
[K] Side Build-Out (Side Street).

- Minimum of fifty (50%) percent of the side build-to-line.

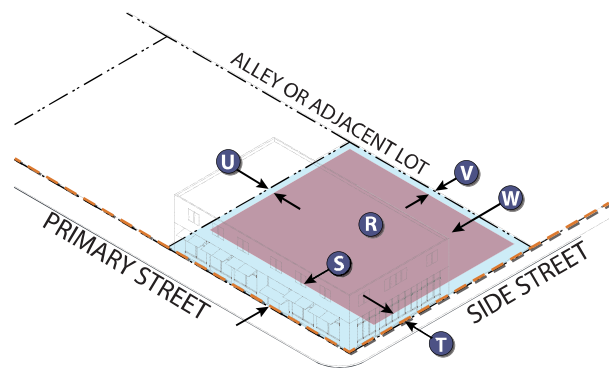
[L] Maximum Facade Length.

- Maximum two-hundred (200') feet without a building break; unrestricted public, pedestrian access; facade modulation; or change in materials or color.

100 CBB



--- PROPERTY LINE LOT AREA
 -.-.- BUILD-TO-LINE BUILDING MASS



--- PROPERTY LINE SETBACK AREA
 -.-.- BUILD-TO-LINE PARKING AREA

4. BUILDING HEIGHT AND FRONTAGE.

[M] Minimum and Maximum Height.

- See **Chapter 20.410 Zoning district** height range for minimum and maximum height.

[N] Ground Floor Transparency.

- Primary Street. Minimum of sixty (60%) percent transparent windows or doors.
- Side Street. Minimum of twenty (20%) percent transparent windows or doors.

[O] Blank Wall Limitations (Any Public Street).

- No blank frontage walls greater than fifteen (15') feet.

[P] Weather Protection.

- Required at all primary and side street entrances.
- Minimum of seventy (70%) percent linear coverage on primary streets.
- Minimum vertical clearance of ten (10') feet.
- Maximum vertical clearance of twenty (20') feet.
- Minimum overhang of six (6') feet.

[Q] Entrances and Access Points.

- No requirements for shared pedestrian entrances.

5. PARKING AND ACCESS.

[R] Parking Ratios.

- See **Chapter 20.450.090 Parking and Loading** for parking requirements.

[S] Front Setback (Primary Street).

- Minimum of twenty (20') feet from the lot line.

[T] Side Setback (Side Street).

- Minimum of ten (10') feet from the lot line.

[U] Side Setback (Adjacent Lot).

- Minimum of five (5') feet from the lot line.

[V] Rear Setback (Adjacent Lot or Alley).

- Minimum of five (5') feet from the lot line.

[W] Access Points.

- Parking shall be accessed by way of a side street or an alley abutting the lot. If neither are present, parking may be accessed by way of a primary street. See **Title 11 Streets and Sidewalks** for additional requirements.

6. OVERLAY REQUIREMENTS.

6.1 GROUND FLOOR ACTIVATION:

Pursuant to this Chapter, any building type located within a zoning district subject to **Chapter 20.501 Active Ground Floor Use Overlay** shall be required to comply with the following requirements:

[X] Required Frontage Type.

The following table shows the allowable frontage types for this building type that apply to frontage on primary and side streets. Internal frontage is not regulated. See **Chapter 20.440 Frontage Types** of this code for additional frontage type requirements.

Frontage Type	Allowable
Awnings	Yes
Balconies	No
Bay Windows	No
Cafe	Yes
Common Yard	No
Courtyard	No
Gallery	No
Light Court	Yes
Porch	No
Stoop	No
Shopfront	Yes

[Y] Frontage Modulation Requirements.

- One (1) vertical modulation of minimum twelve (12") inches every fifty (50') feet of facade on all streets.

[Z] Ground Floor Use Activation.

- Fifty (50%) percent of ground floor frontage along primary streets must be Active Retail Uses per **Chapter VMC 20.430 Use Requirements**; or the side street when no primary street is present.

[AA] Minimum Ground Floor-to-Ceiling Height.

- Minimum of fourteen (14') feet (floor-to-ceiling) for all primary uses.

[AB] Increased Ground Floor Transparency.

- Minimum of seventy (70%) percent windows or doors on all street types.

6.2 GROUND FLOOR READY:

Pursuant to this Chapter, any building type located within a zoning district subject to **Chapter 20.502 Active Ground Floor Use Ready Overlay** shall be required to comply with the following requirements:

[AC] Minimum Ground Floor-to-Ceiling Height.

- Minimum of twelve (12') feet (floor-to-ceiling) for all primary uses.

[AD] Increased Ground Floor Transparency.

- Minimum of forty (40%) percent windows or doors on all street types.

6.3 TRANSIT-BASED HEIGHT ALLOWANCE:

Pursuant to this Chapter and Washington State HB 1491, any building type located within a 1/4-mile radius of an existing or planned bus rapid or light rail transit, are eligible for no maximum height limits, subject to the **Chapter 20.503 Station Areas Overlay**.

[AE] Increased Maximum Height.

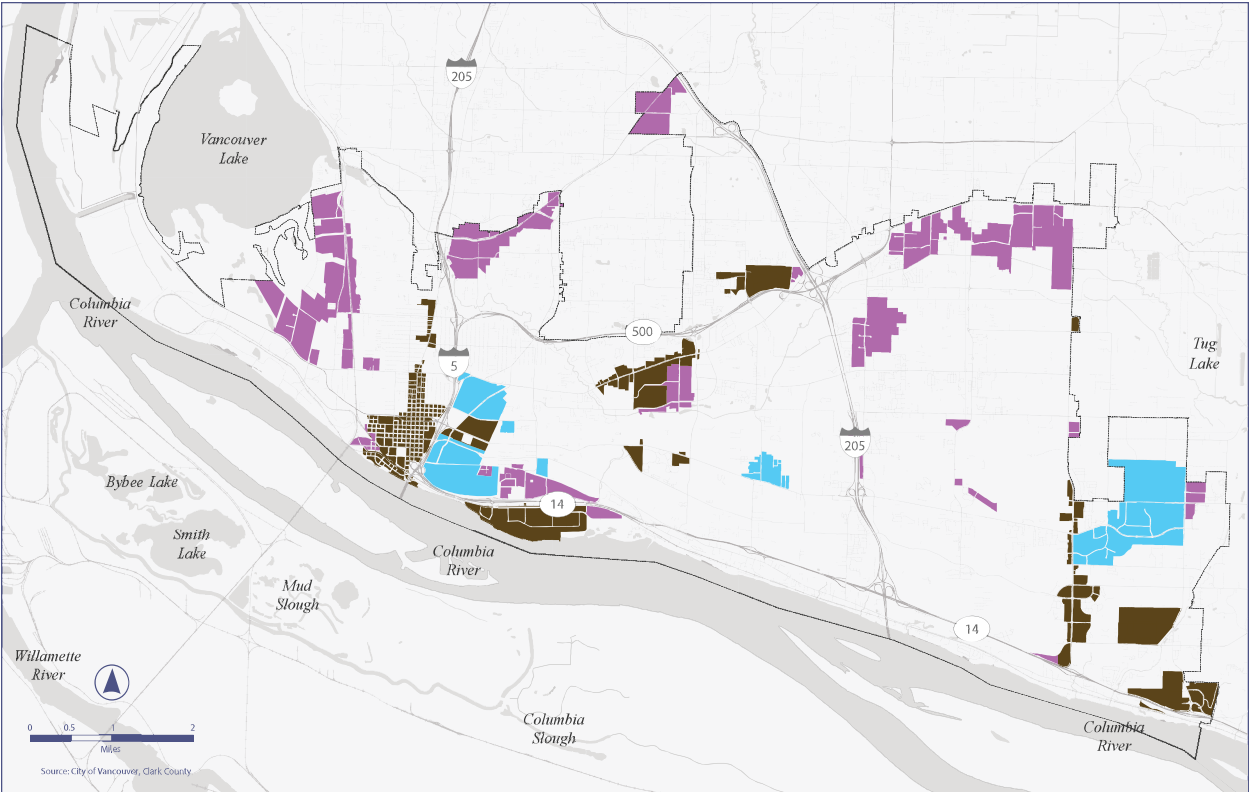
- No maximum.

6.4 OTHER OVERLAY REQUIREMENTS:

The following may also apply:

- See **Chapter 20.500 VMC Overlay Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.600 VMC Plan Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.700 VMC Environmental Regulations** of this code for other requirements that may apply to this district.

110 BIG BOX RETAIL



Map of Allowable Zoning Districts

1. DEFINITION AND APPLICABILITY.

A Big Box Retail Building (BRB) is a larger footprint, building that often spans an entire block, designed with a single, controlled entrance to manage high volumes of goods and customer traffic. Entrances should face the street and be easily accessible, with parking situated at the rear or sides to promote walkability and pedestrian-oriented frontage. When satellite buildings are included, it is crucial to include pedestrian safety and landscaping around the site for a cohesive and safe environment. If a permit application has more than one (1) lot, all other lots must meet the requirements of the CBB Building Type. If a lot has more than one (1) primary street, that lot is only required to meet the primary street requirements for one (1) of those primary streets and all other streets may be defined as a side street.

The map and table on this page identify the allowable zoning district. Character images on this page are advisory only.

Low-Scale Neighborhood District (LS)	No
Medium-Scale Neighborhood District (MS)	No
Mixed-Use Neighborhood District (MX)	No
Regional Activity Center District (RA)	Yes
Institutional / Campus District (IC)	Yes
Industrial / Employment District (IE)	Yes
Heavy Industrial District (HI)	No
Manufactured Home District (MH)	No
Parks / Open Space District (PO)	No
Natural Areas District (NA)	No

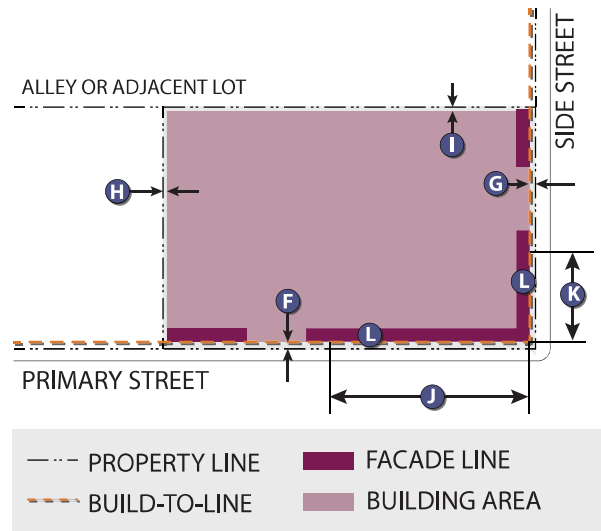
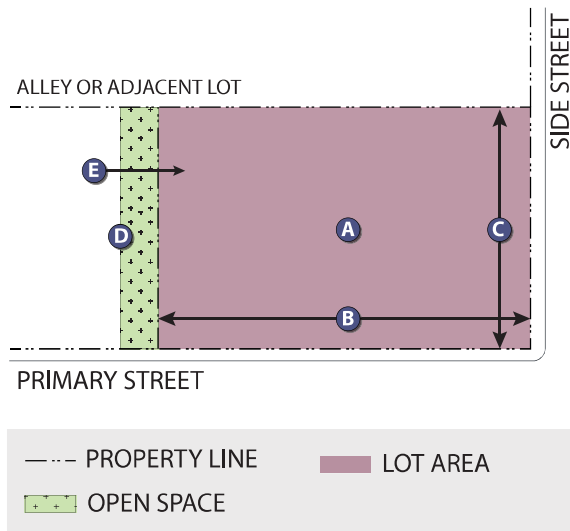
Table of Allowable Zoning district



Character Image

110 BRB

110 BIG BOX RETAIL



2. LOT DIMENSIONS AND COVERAGE.

[A] Minimum and Maximum Lot Size.

- Minimum: Not applicable.
- Maximum: Not applicable.

[B] Maximum Lot Width.

- Not applicable.

[C] Maximum Lot Depth.

- Not applicable.

[D] Minimum Open Space Area.

- Not applicable.

[E] Maximum Impervious Area.

- Not applicable.

3. BUILDING PLACEMENT AND BUILDOUT.

[F] Front Build-to-Line (Primary Street).

- Maximum of ten (10') feet from the lot line.

[G] Side Build-to-Line (Side Street).

- Maximum of ten (10') feet from the lot line.

[H] Side Setback Line (Adjacent Lot).

- Minimum of five (5') feet from the lot line.

[I] Rear Setback Line (Adjacent Lot or Alley).

- Minimum of five (5') feet from the lot line.

[J] Front Build-Out (Primary Street).

- Minimum of sixty (60%) percent of the front build-to-line.

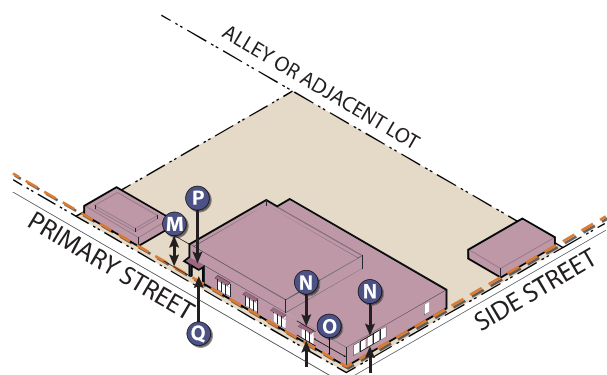
[K] Side Build-Out (Side Street).

- Minimum of thirty (30%) percent of the side build-to-line.

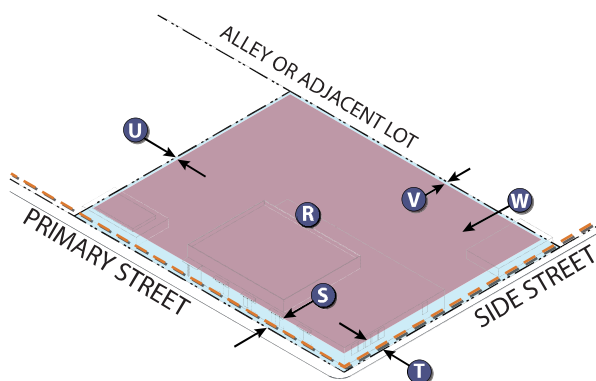
[L] Maximum Facade Length.

- Maximum two-hundred (200') feet without a building break; unrestricted public, pedestrian access; facade modulation; or change in materials or color.

110 BRB



--- PROPERTY LINE LOT AREA
 - - - BUILD-TO-LINE BUILDING MASS



--- PROPERTY LINE SETBACK AREA
 - - - BUILD-TO-LINE PARKING AREA

4. BUILDING HEIGHT AND FRONTAGE.

[M] Minimum and Maximum Height.

- See **Chapter 20.410 Zoning district** height range for minimum and maximum height.

[N] Ground Floor Transparency.

- Primary Street. Minimum of forty (40%) percent transparent windows or doors.
- Side Street. Minimum of twenty (20%) percent transparent windows or doors.

[O] Blank Wall Limitations (Any Public Street).

- No blank frontage walls greater than fifty (50') feet.

[P] Weather Protection.

- Required at all primary and side street entrances.
- Minimum of fifty (50%) percent linear coverage on primary streets.
- Minimum vertical clearance of ten (10') feet.
- Maximum vertical clearance of twenty (20') feet.
- Minimum overhang of six (6') feet.

[Q] Entrances and Access Points.

- No requirements for shared pedestrian entrances.
- Pedestrian entrances on additional buildings on other lots must meet the entrances and access points requirements for CBB.

5. PARKING AND ACCESS.

[R] Parking Ratios.

- See **Chapter 20.450.090 VMC Parking and Loading** for parking requirements.

[S] Front Setback (Primary Street).

- Minimum of twenty (20') feet from the lot line.

[T] Side Setback (Side Street).

- Minimum of five (5') feet from the lot line.

[U] Side Setback (Adjacent Lot).

- Minimum of five (5') feet from the lot line.

[V] Rear Setback (Adjacent Lot or Alley).

- Minimum of five (5') feet from the lot line.

[W] Access Points.

- Parking shall be accessed by way of a side street or an alley abutting the lot. If neither are present, parking may be accessed by way of a primary street. See **Title 11 Streets and Sidewalks** for additional requirements.

NOTE: Any BRB Building located within the MX, RA, and IE districts must utilize a Structured Parking Garage (SPB) Building Type. Surface parking is allowed with a BBR Building in all other zoning districts.

6. OVERLAY REQUIREMENTS.

6.1 GROUND FLOOR ACTIVATION:

Pursuant to this Chapter, any building type located within a zoning district subject to **Chapter 20.501 Active Ground Floor Use Overlay** shall be required to comply with the following requirements:

[X] Required Frontage Type.

The following table shows the allowable frontage types for this building type that apply to frontage on primary and side streets. Internal frontage is not regulated. See **Chapter 20.440 Frontage Types** of this code for additional frontage type requirements.

Frontage Type	Allowable
Awnings	Yes
Balconies	No
Bay Windows	No
Cafe	Yes
Common Yard	No
Courtyard	No
Gallery	No
Light Court	No
Porch	No
Stoop	No
Shopfront	Yes

[Y] Frontage Modulation Requirements.

- One (1) vertical modulation of minimum twelve (12") inches every fifty (50') feet of facade on all streets.

[Z] Ground Floor Use Activation.

- Fifty (50%) percent of ground floor frontage along primary streets must be Active Retail Uses per **Chapter VMC 20.430 Use Requirements**; or the side street when no primary street is present.

[AA] Minimum Ground Floor-to-Ceiling Height.

- Minimum of fourteen (14') feet (floor-to-ceiling) for all primary uses.

[AB] Increased Ground Floor Transparency.

- Minimum of sixty(60%) percent windows or doors on all street types.

6.2 GROUND FLOOR READY:

Pursuant to this Chapter, any building type located within a zoning district subject to **Chapter 20.502 Active Ground Floor Use Ready Overlay** shall be required to comply with the following requirements:

[AC] Minimum Ground Floor-to-Ceiling Height.

- Minimum of twelve (12') feet (floor-to-ceiling) for all primary uses.

[AD] Increased Ground Floor Transparency.

- Minimum of forty (40%) percent windows or doors on all street types.

6.3 TRANSIT-BASED HEIGHT ALLOWANCE:

Pursuant to this Chapter and Washington State HB 1491, any building type located within a 1/4-mile radius of an existing or planned bus rapid or light rail transit, are eligible for no maximum height limits, subject to the **Chapter 20.503 Station Areas Overlay**.

[AE] Increased Maximum Height.

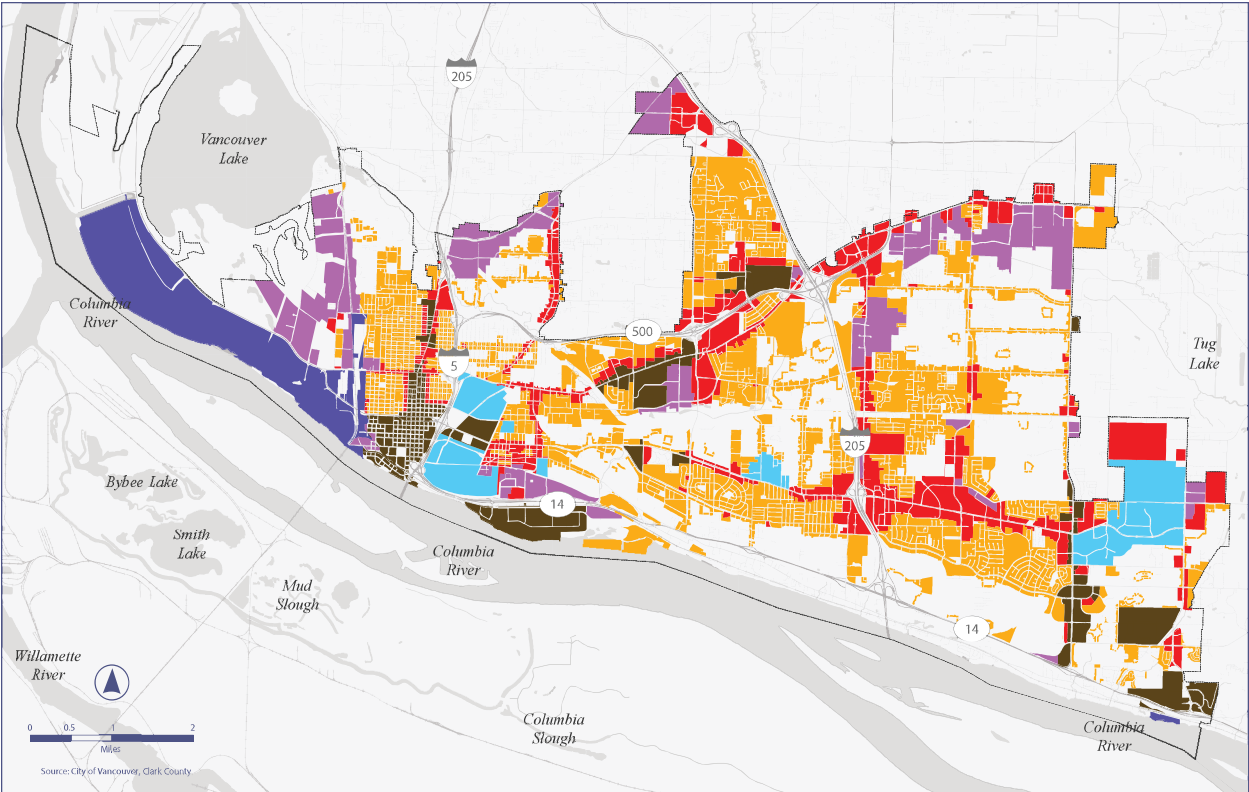
- No maximum.

6.4 OTHER OVERLAY REQUIREMENTS:

The following may also apply:

- See **Chapter 20.500 VMC Overlay Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.600 VMC Plan Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.700 VMC Environmental Regulations** of this code for other requirements that may apply to this district.

120 FLEXIBLE-USE



Map of Allowable Zoning Districts

1. DEFINITION AND APPLICABILITY.

A Flexible-Use Building (FUB) is a larger footprint, rectangular building designed to accommodate diverse uses such as office, innovation, medical, research, and light manufacturing. When upper floors are included, access is through a shared ground-floor entrance, with interior circulation tailored to the number of tenants and specific layout. Parking and loading docks should be located at the rear or along an alley to maintain a clean streetscape. Side setbacks are ideal for creating outdoor areas and shared spaces that enhance the ground-floor facilities.

The map and table on this page identify the allowable zoning district. Character images on this page are advisory only.

Low-Scale Neighborhood District (LS)	No
Medium-Scale Neighborhood District (MS)	Yes
Mixed-Use Neighborhood District (MX)	Yes
Regional Activity Center District (RA)	Yes
Institutional / Campus District (IC)	Yes
Industrial / Employment District (IE)	Yes
Heavy Industrial District (HI)	Yes
Manufactured Home District (MH)	No
Parks / Open Space District (PO)	No
Natural Areas District (NA)	No

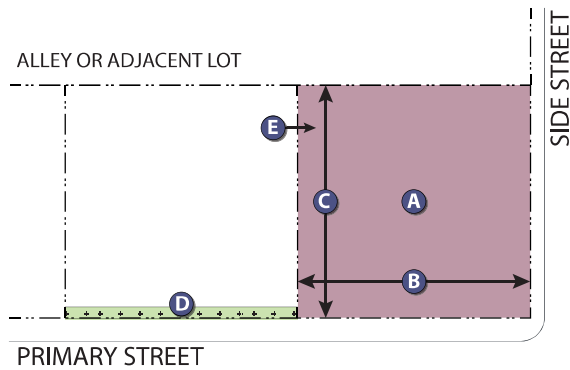
Table of Allowable Zoning district



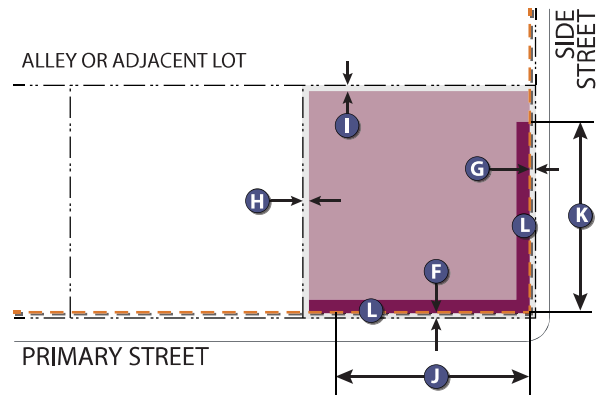
Character Image

120 FUB

120 FLEXIBLE-USE



--- PROPERTY LINE ■ LOT AREA
 + + + OPEN SPACE



--- PROPERTY LINE ■ FACADE LINE
 - - - BUILD-TO-LINE ■ BUILDING AREA

2. LOT DIMENSIONS AND COVERAGE.

[A] Minimum and Maximum Lot Size.

- Minimum: Not applicable.
- Maximum: Not applicable.

[B] Maximum Lot Width.

- Not applicable.

[C] Maximum Lot Depth.

- Not applicable.

[D] Minimum Open Space Area.

- Not applicable.

[E] Maximum Impervious Area.

- Not applicable.

3. BUILDING PLACEMENT AND BUILDOUT.

[F] Front Build-to-Line (Primary Street).

- Maximum of ten (10') feet from the lot line.

[G] Side Build-to-Line (Side Street).

- Maximum of ten (10') feet from the lot line.

[H] Side Setback Line (Adjacent Lot).

- Minimum of five (5') feet from the lot line.

[I] Rear Setback Line (Adjacent Lot or Alley).

- Minimum of five (5') feet from the lot line.

[J] Front Build-Out (Primary Street).

- Minimum of sixty (60%) percent of the front build-to-line.

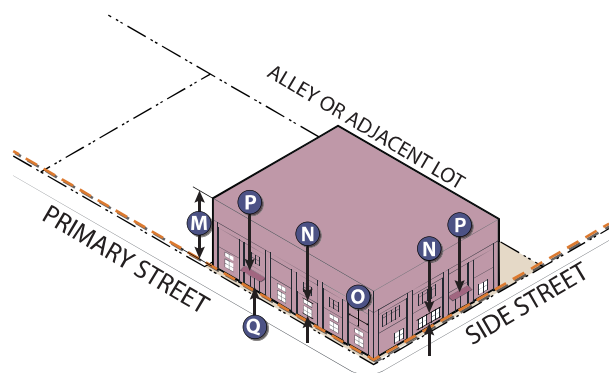
[K] Side Build-Out (Side Street).

- Minimum of forty (40%) percent of the side build-to-line.

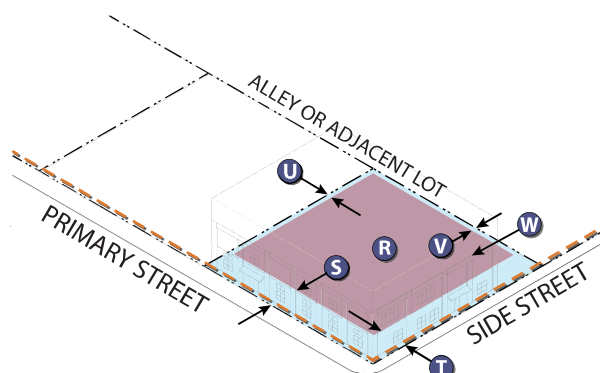
[L] Maximum Facade Length.

- Maximum two-hundred (200') feet without a building break; unrestricted public, pedestrian access; facade modulation; or change in materials or color.

120 FUB



--- PROPERTY LINE LOT AREA
 - - - BUILD-TO-LINE BUILDING MASS



--- PROPERTY LINE SETBACK AREA
 - - - BUILD-TO-LINE PARKING AREA

4. BUILDING HEIGHT AND FRONTAGE.

[M] Minimum and Maximum Height.

- See **Chapter 20.410 Zoning district** height range for minimum and maximum height.

[N] Ground Floor Transparency.

- Primary Street. Minimum of sixty (60%) percent transparent windows or doors.
- Side Street. Minimum of forty (40%) percent transparent windows or doors.

[O] Blank Wall Limitations (Any Public Street).

- No blank frontage walls greater than fifty (50') feet.

[P] Weather Protection.

- Required at all primary and side street entrances.
- Minimum of forty (40%) percent linear coverage on primary streets.
- Minimum vertical clearance of ten (10') feet.
- Maximum vertical clearance of twenty (20') feet.
- Minimum overhang of six (6') feet.

[Q] Entrances and Access Points.

- No requirements for shared pedestrian entrances.

5. PARKING AND ACCESS.

[R] Parking Ratios.

- See **Chapter 20.450.090 VMC Parking and Loading** for parking requirements.

[S] Front Setback (Primary Street).

- Minimum of twenty (20') feet from the lot line.

[T] Side Setback (Side Street).

- Minimum of twenty (20') feet from the lot line.

[U] Side Setback (Adjacent Lot).

- Minimum of five (5') feet from the lot line.

[V] Rear Setback (Adjacent Lot or Alley).

- Minimum of five (5') feet from the lot line.

[W] Access Points.

- Parking shall be accessed by way of a side street or an alley abutting the lot. If neither are present, parking may be accessed by way of a primary street. See **Title 11 Streets and Sidewalks** for additional requirements.

6. OVERLAY REQUIREMENTS.

6.1 GROUND FLOOR ACTIVATION:

Pursuant to this Chapter, any building type located within a zoning district subject to **Chapter 20.501 Active Ground Floor Use Overlay** shall be required to comply with the following requirements:

[X] Required Frontage Type.

The following table shows the allowable frontage types for this building type that apply to frontage on primary and side streets. Internal frontage is not regulated. See **Chapter 20.440 Frontage Types** of this code for additional frontage type requirements.

Frontage Type	Allowable
Awnings	Yes
Balconies	No
Bay Windows	No
Cafe	No
Common Yard	No
Courtyard	No
Gallery	No
Light Court	No
Porch	No
Stoop	No
Shopfront	Yes

[Y] Frontage Modulation Requirements.

- One (1) vertical modulation of minimum twelve (12") inches every fifty (50') feet of facade on all streets.

[Z] Ground Floor Use Activation.

- Fifty (50%) percent of ground floor frontage along primary streets must be Active Retail Uses per **Chapter VMC 20.430 Use Requirements**; or the side street when no primary street is present.

[AA] Minimum Ground Floor-to-Ceiling Height.

- Minimum of fourteen (14') feet (floor-to-ceiling) for all primary uses.

[AB] Increased Ground Floor Transparency.

- Not applicable.

6.2 GROUND FLOOR READY:

Pursuant to this Chapter, any building type located within a zoning district subject to **Chapter 20.502 Active Ground Floor Use Ready Overlay** shall be required to comply with the following requirements:

[AC] Minimum Ground Floor-to-Ceiling Height.

- Minimum of twelve (12') feet (floor-to-ceiling) for all primary uses.

[AD] Increased Ground Floor Transparency.

- Not applicable.

6.3 TRANSIT-BASED HEIGHT ALLOWANCE:

Pursuant to this Chapter and Washington State HB 1491, any building type located within a 1/4-mile radius of an existing or planned bus rapid or light rail transit, are eligible for no maximum height limits, subject to the **Chapter 20.503 Station Areas Overlay**.

[AE] Increased Maximum Height.

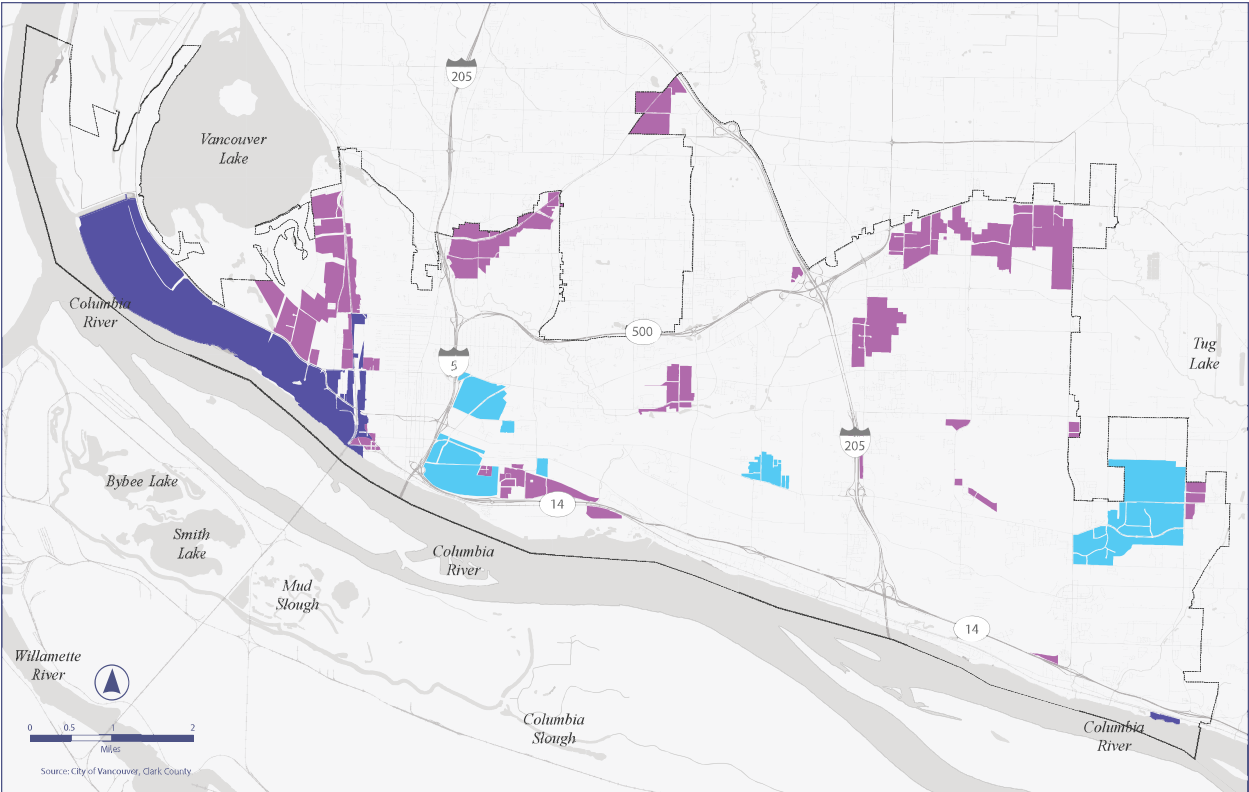
- No maximum.

6.4 OTHER OVERLAY REQUIREMENTS:

The following may also apply:

- See **Chapter 20.500 VMC Overlay Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.600 VMC Plan Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.700 VMC Environmental Regulations** of this code for other requirements that may apply to this district.

130 INDUSTRIAL / DISTRIBUTION



Map of Allowable Zoning Districts

1. DEFINITION AND APPLICABILITY.

An Industrial / Distribution Building (IDB) is a large standalone building, typical of business parks or commercial corridors, often featuring setbacks and green space. The entrance is strategically located based on local circulation patterns, typically near or visible from the main street for ease of access. Vehicular access and loading areas should be positioned along secondary streets or at the rear of the lot to accommodate large trucks and deliveries, ensuring smooth operations for industrial and manufacturing uses while maintaining an attractive frontage.

The map and table on this page identify the allowable zoning district. Character images on this page are advisory only.

Low-Scale Neighborhood District (LS)	No
Medium-Scale Neighborhood District (MS)	No
Mixed-Use Neighborhood District (MX)	No
Regional Activity Center District (RA)	No
Institutional / Campus District (IC)	Yes
Industrial / Employment District (IE)	Yes
Heavy Industrial District (HI)	Yes
Manufactured Home District (MH)	No
Parks / Open Space District (PO)	No
Natural Areas District (NA)	No

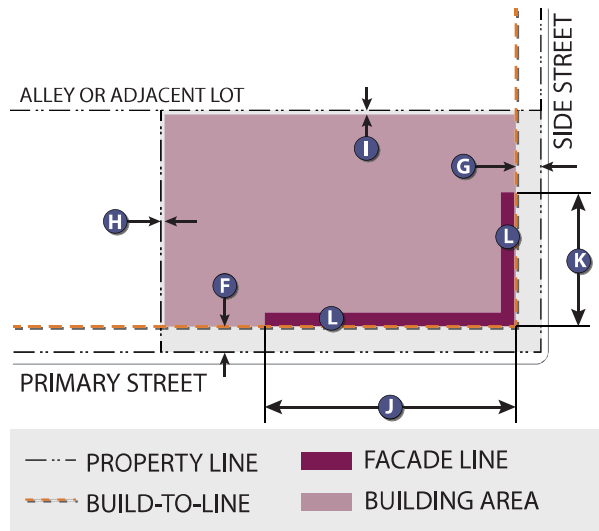
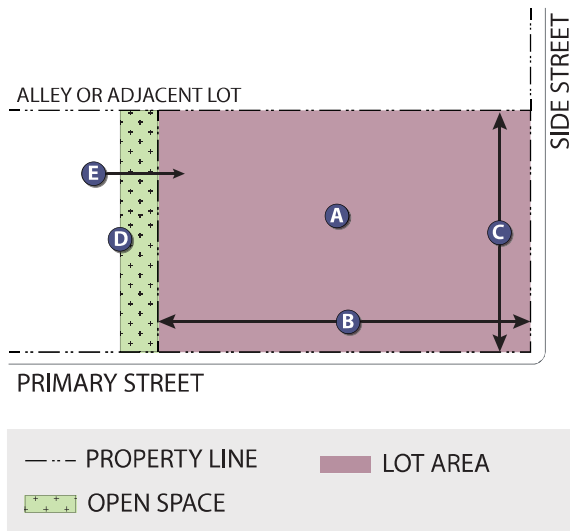
Table of Allowable Zoning district



Character Image

130 IDB

130 INDUSTRIAL / DISTRIBUTION



2. LOT DIMENSIONS AND COVERAGE.

[A] Minimum and Maximum Lot Size.

- Minimum: Not applicable.
- Maximum: Not applicable.

[B] Maximum Lot Width.

- Not applicable.

[C] Maximum Lot Depth.

- Not applicable.

[D] Minimum Open Space Area.

- Not applicable.

[E] Maximum Impervious Area.

- Not applicable.

3. BUILDING PLACEMENT AND BUILDOUT.

[F] Front Build-to-Line (Primary Street).

- Not applicable.

[G] Side Build-to-Line (Side Street).

- Not applicable.

[H] Side Setback Line (Adjacent Lot).

- Minimum of five (5') feet from the lot line.

[I] Rear Setback Line (Adjacent Lot or Alley).

- Minimum of five (5') feet from the lot line.

[J] Front Build-Out (Primary Street).

- Minimum of sixty (60%) percent of the front build-to-line.

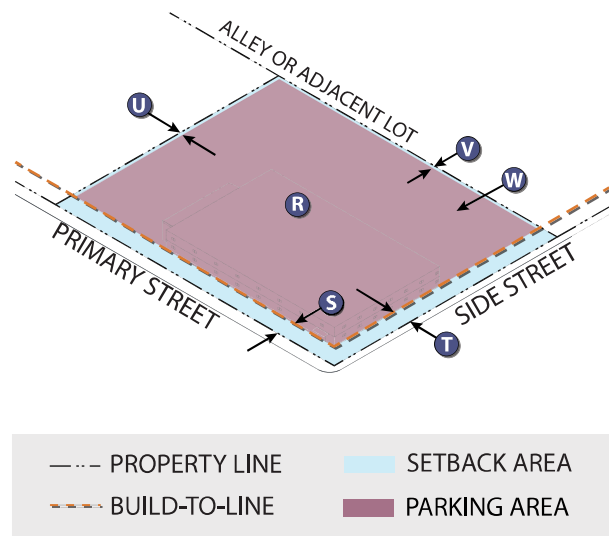
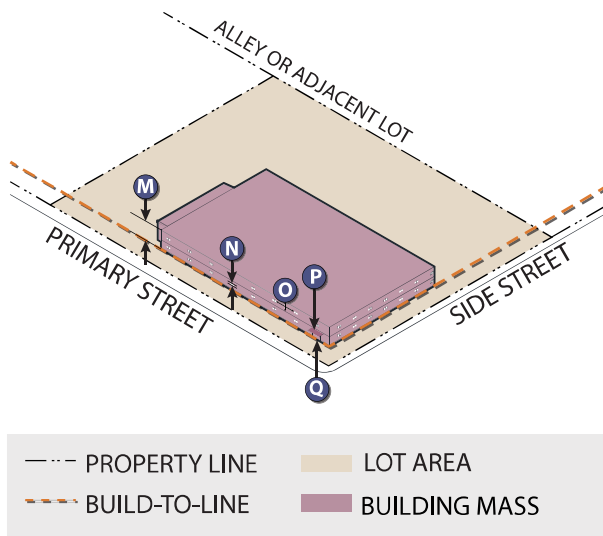
[K] Side Build-Out (Side Street).

- Minimum of thirty (30%) percent of the side build-to-line.

[L] Maximum Facade Length.

- Not applicable.

130 IDB



4. BUILDING HEIGHT AND FRONTAGE.

[M] Minimum and Maximum Height.

- See **Chapter 20.410 Zoning district** height range for minimum and maximum height.

[N] Ground Floor Transparency.

- Primary Street. Minimum of ten (10%) percent transparent windows or doors.
- Side Street. Minimum of five (5%) percent transparent windows or doors.

[O] Blank Wall Limitations (Any Public Street).

- No blank frontage walls greater than fifty (50') feet.

[P] Weather Protection.

- Required at all primary and side street entrances.
- Minimum vertical clearance of ten (10') feet.
- Maximum vertical clearance of twenty (20') feet.
- Minimum overhang of six (6') feet.

[Q] Entrances and Access Points.

- Not applicable.

5. PARKING AND ACCESS.

[R] Parking Ratios.

- See **Chapter 20.450.090 VMC Parking and Loading** for parking requirements.

[S] Front Setback (Primary Street).

- Minimum of twenty (20') feet from the lot line.

[T] Side Setback (Side Street).

- Minimum of twenty (20') feet from the lot line.

[U] Side Setback (Adjacent Lot).

- Minimum of five (5') feet from the lot line.

[V] Rear Setback (Adjacent Lot or Alley).

- Minimum of five (5') feet from the lot line.

[W] Access Points.

- Parking shall be accessed by way of a side street or an alley abutting the lot. If neither are present, parking may be accessed by way of a primary street. See **Title 11 Streets and Sidewalks** for additional requirements.

6.1 GROUND FLOOR ACTIVATION:

Pursuant to this Chapter, any building type located within a zoning district subject to **Chapter 20.501 Active Ground Floor Use Overlay** shall be required to comply with the following requirements:

[X] Required Frontage Type.

The following table shows the allowable frontage types for this building type that apply to frontage on primary and side streets. Internal frontage is not regulated. See **Chapter 20.440 Frontage Types** of this code for additional frontage type requirements.

Frontage Type	Allowable
Awnings	Yes
Balconies	No
Bay Windows	No
Cafe	No
Common Yard	No
Courtyard	No
Gallery	No
Light Court	No
Porch	No
Stoop	No
Shopfront	Yes

[Y] Frontage Modulation Requirements.

- One (1) vertical modulation of minimum twelve (12”) inches every fifty (50’) feet of facade on all streets.

[Z] Ground Floor Use Activation.

- Not applicable.

[AA] Minimum Ground Floor-to-Ceiling Height.

- Not applicable.

[AB] Increased Ground Floor Transparency.

- Not applicable.

6.2 GROUND FLOOR READY:

Pursuant to this Chapter, any building type located within a zoning district subject to **Chapter 20.502 Active Ground Floor Use Ready Overlay** shall be required to comply with the following requirements:

[AC] Minimum Ground Floor-to-Ceiling Height.

- Not applicable.

[AD] Increased Ground Floor Transparency.

- Not applicable.

6.3 TRANSIT-BASED HEIGHT ALLOWANCE:

Pursuant to this Chapter and Washington State HB 1110, any building type located within a zoning district subject to the **Chapter 20.503 Station Areas Overlay** shall be eligible for the following transit-based height allowance.

[AE] Increased Maximum Height.

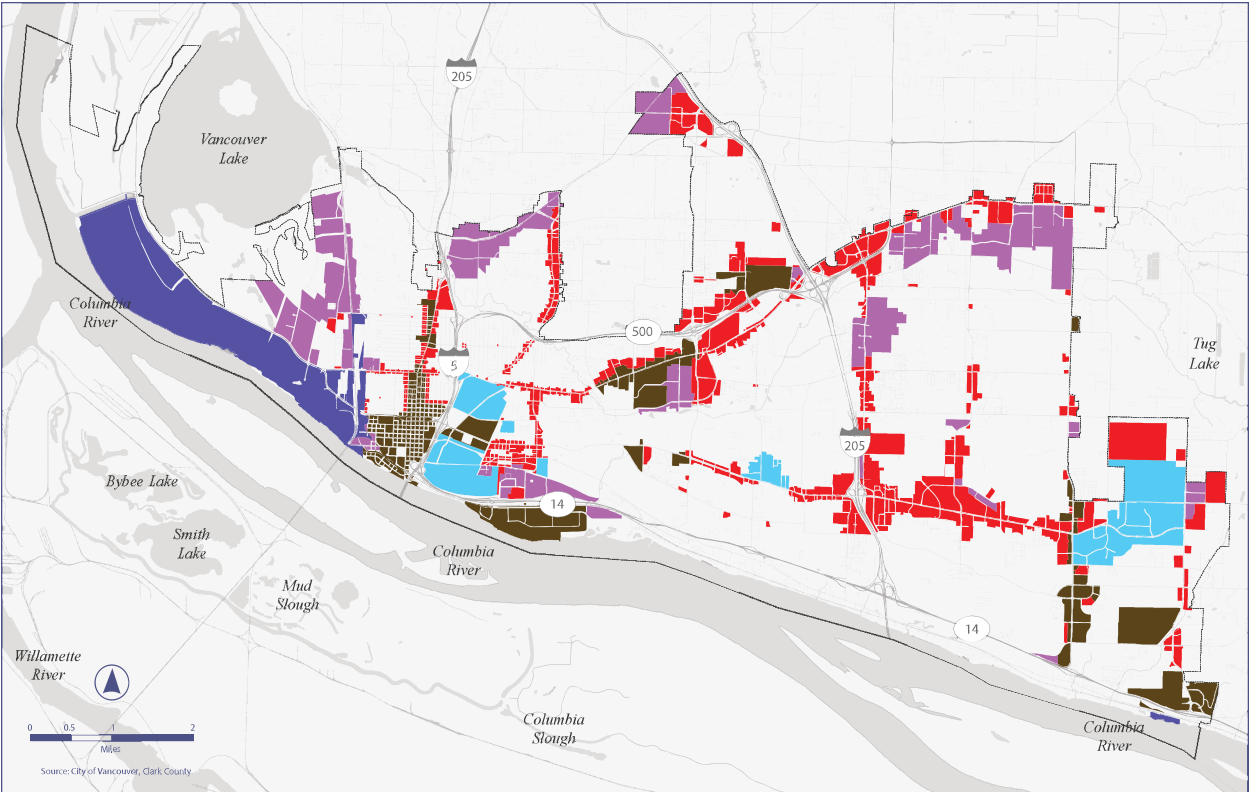
- No maximum.

6.4 OTHER OVERLAY REQUIREMENTS:

The following may also apply:

- See **Chapter 20.500 VMC Overlay Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.600 VMC Plan Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.700 VMC Environmental Regulations** of this code for other requirements that may apply to this district.

140 STRUCTURED PARKING GARAGE



Map of Allowable Zoning Districts

1. DEFINITION AND APPLICABILITY.

A Structured Parking Garage Building (SPB) is a neighborhood scale or larger parking garage serving multiple uses or buildings within a city or commercial corridor. These structures can be underground or above ground, and where possible, should incorporate active commercial spaces at the ground level. Design elements should enhance visual interest at the pedestrian scale and mitigate the visual impact of the parking levels above, creating a more attractive and engaging streetscape.

The map and table on this page identify the allowable zoning district. Character images on this page are advisory only.

Low-Scale Neighborhood District (LS)	No
Medium-Scale Neighborhood District (MS)	No
Mixed-Use Neighborhood District (MX)	Yes
Regional Activity Center District (RA)	Yes
Institutional / Campus District (IC)	Yes
Industrial / Employment District (IE)	Yes
Heavy Industrial District (HI)	Yes
Manufactured Home District (MH)	No
Parks / Open Space District (PO)	No
Natural Areas District (NA)	No

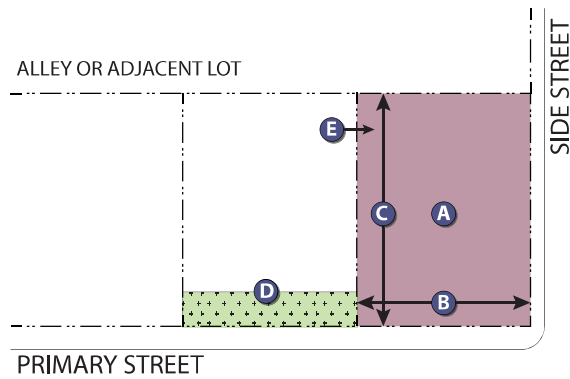
Table of Allowable Zoning district



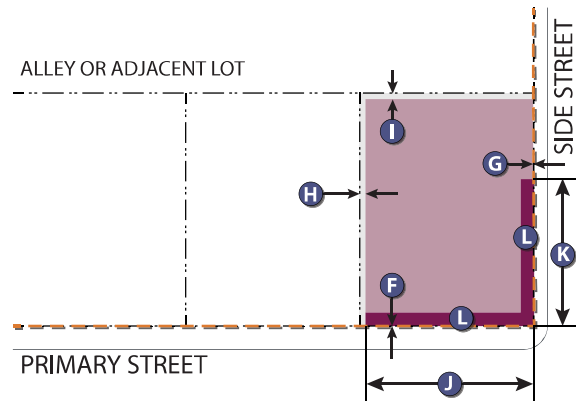
Character Image

140 SPB

140 STRUCTURED PARKING GARAGE



--- PROPERTY LINE
 + + + OPEN SPACE
 ■ LOT AREA



--- PROPERTY LINE
 --- BUILD-TO-LINE
 ■ FACADE LINE
 ■ BUILDING AREA

2. LOT DIMENSIONS AND COVERAGE.

[A] Minimum and Maximum Lot Size.

- Minimum: Not applicable.
- Maximum: Not applicable.

[B] Maximum Lot Width.

- Not applicable.

[C] Maximum Lot Depth.

- Not applicable.

[D] Minimum Open Space Area.

- Not applicable.

[E] Maximum Impervious Area.

- Not applicable.

3. BUILDING PLACEMENT AND BUILDOUT.

[F] Front Build-to-Line (Primary Street).

- Maximum of five (5') feet from the lot line.

[G] Side Build-to-Line (Side Street).

- Maximum of five (5') feet from the lot line.

[H] Side Setback Line (Adjacent Lot).

- Minimum of five (5') feet from the lot line.

[I] Rear Setback Line (Adjacent Lot or Alley).

- Minimum of five (5') feet from the lot line.

[J] Front Build-Out (Primary Street).

- Minimum of ninety (90%) percent of the front build-to-line.

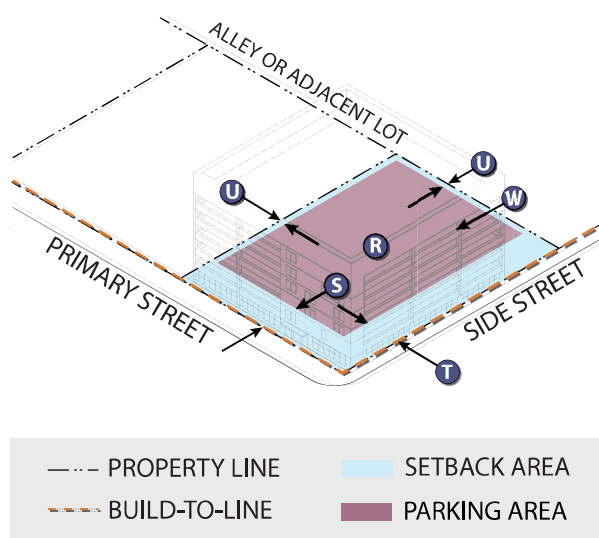
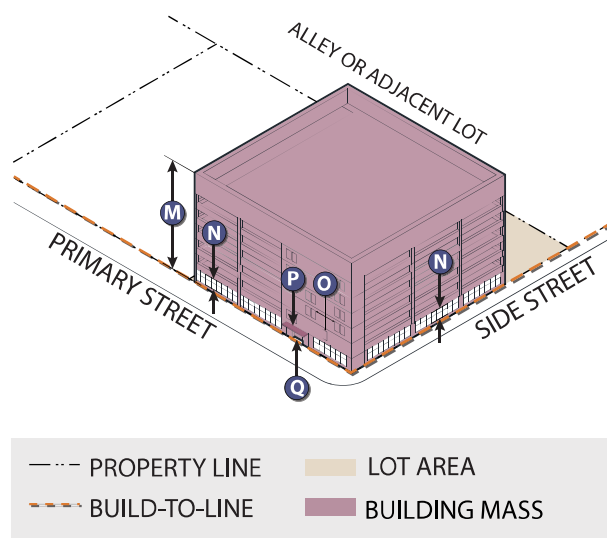
[K] Side Build-Out (Side Street).

- Minimum of fifty (50%) percent of the side build-to-line.

[L] Maximum Facade Length.

- Not applicable.

140 SPB



4. BUILDING HEIGHT AND FRONTAGE.

[M] Minimum and Maximum Height.

- See **Chapter 20.410 Zoning district** height range for minimum and maximum height.

[N] Ground Floor Transparency.

- Primary Street. Minimum of twenty (20%) percent transparent windows or doors.
- Side Street. Minimum of twenty (20%) percent transparent windows or doors.
- May exclude those portions of the facades devoted to driveway entrances and exits, stairwells, elevators and centralized payment booths from the calculation.

[O] Blank Wall Limitations (Any Public Street).

- No blank frontage walls greater than fifteen (15') feet.

[P] Weather Protection.

- Required at all primary and side street entrances.
- Minimum of forty (40%) percent linear coverage on primary streets.
- Minimum vertical clearance of ten (10') feet.
- Maximum vertical clearance of twenty (20') feet.
- Minimum overhang of six (6') feet.

[Q] Entrances and Access Points.

- A shared pedestrian entrance must be located facing a primary street. Additional pedestrian entrances may be located facing side streets. If no primary street is present, the pedestrian entrance must face the side street.

5. PARKING AND ACCESS.

[R] Parking Ratios.

- See **Chapter 20.450.090 VMC Parking and Loading** for parking requirements.

[S] Front Setback (Primary Street).

- Minimum of twenty (20') feet from the lot line on the ground floors; and no minimum on upper floors.

[T] Side Setback (Side Street).

- Minimum of twenty (20') feet from the lot line on the ground floors; and no minimum on upper floors.

[U] Side Setback (Adjacent Lot).

- Minimum of five (5') feet from the lot line.

[V] Rear Setback (Adjacent Lot or Alley).

- Minimum of five (5') feet from the lot line.

[W] Access Points.

- Parking shall be accessed by way of a side street or an alley abutting the lot. If neither are present, parking may be accessed by way of a primary street. See **Title 11 Streets and Sidewalks** for additional requirements.

6. OVERLAY REQUIREMENTS.

6.1 GROUND FLOOR ACTIVATION:

Pursuant to this Chapter, any building type located within a zoning district subject to **Chapter 20.501 Active Ground Floor Use Overlay** shall be required to comply with the following requirements:

[X] Required Frontage Type.

The following table shows the allowable frontage types for this building type that apply to frontage on primary and side streets. Internal frontage is not regulated. See **Chapter 20.440 Frontage Types** of this code for additional frontage type requirements.

Frontage Type	Allowable
Awnings	Yes
Balconies	No
Bay Windows	No
Cafe	Yes
Common Yard	No
Courtyard	No
Gallery	No
Light Court	No
Porch	No
Stoop	No
Shopfront	Yes

[Y] Frontage Modulation Requirements.

- One (1) vertical modulation of minimum twelve (12") inches every fifty (50') feet of facade on all streets.

[Z] Ground Floor Use Activation.

- Fifty (50%) percent of ground floor frontage along primary streets must be Active Retail Uses per **Chapter VMC 20.430 Use Requirements**; or the side street when no primary street is present.

[AA] Minimum Ground Floor-to-Ceiling Height.

- Minimum of fourteen (14') feet (floor-to-ceiling) for all primary uses.

[AB] Increased Ground Floor Transparency.

- Minimum of forty (40%) percent windows or doors on all street types.

6.2 GROUND FLOOR READY:

Pursuant to this Chapter, any building type located within a zoning district subject to **Chapter 20.502 Active Ground Floor Use Ready Overlay** shall be required to comply with the following requirements:

[AC] Minimum Ground Floor-to-Ceiling Height.

- Minimum of twelve (12') feet (floor-to-ceiling) for all primary uses.

[AD] Increased Ground Floor Transparency.

- Minimum of forty (40%) percent windows or doors on all street types.

6.3 TRANSIT-BASED HEIGHT ALLOWANCE:

Pursuant to this Chapter and Washington State HB 1110, any building type located within a zoning district subject to the **Chapter 20.503 Station Areas Overlay** shall be eligible for the following transit-based height allowance.

[AE] Increased Maximum Height.

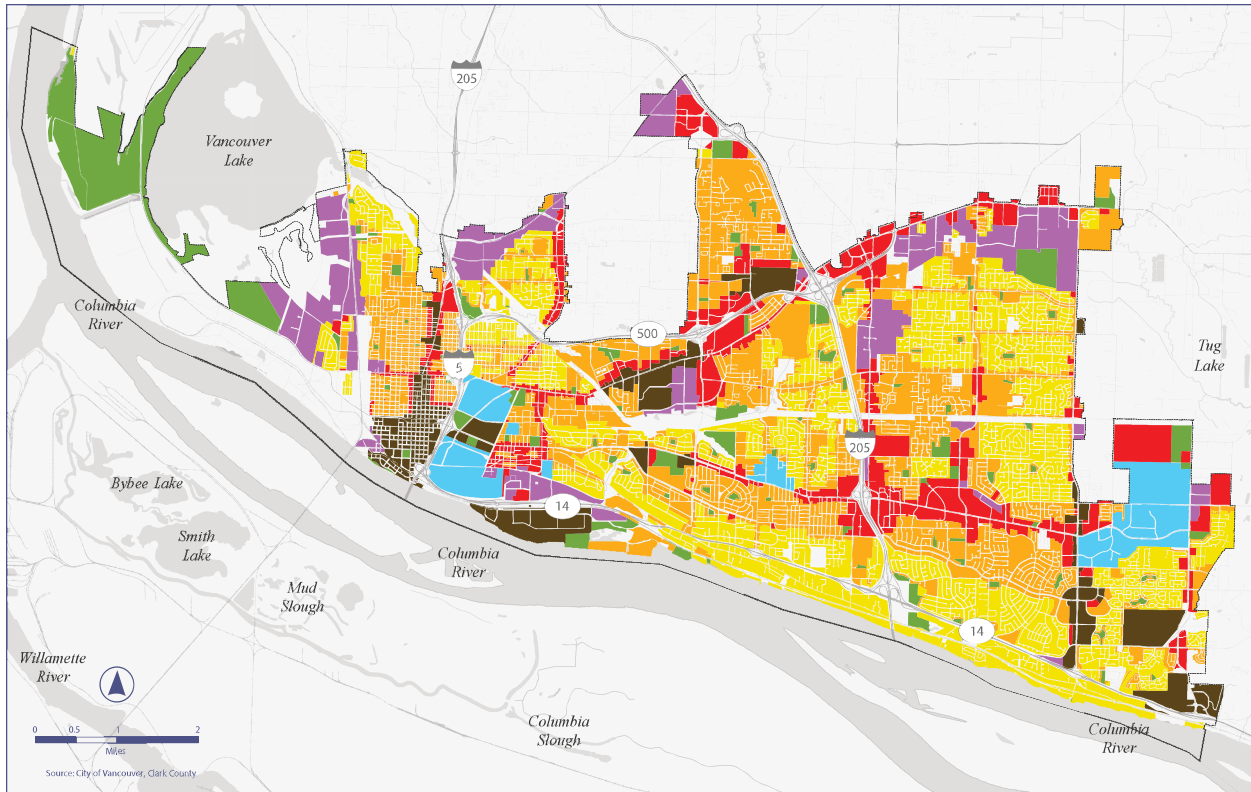
- No maximum.

6.4 OTHER OVERLAY REQUIREMENTS:

The following may also apply:

- See **Chapter 20.500 VMC Overlay Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.600 VMC Plan Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.700 VMC Environmental Regulations** of this code for other requirements that may apply to this district.

150 CIVIC / INSTITUTIONAL



Map of Allowable Zoning Districts

1. DEFINITION AND APPLICABILITY.

A Civic / Institutional Building (CIB) is a standalone building designed to accommodate various uses such as arts, culture, education, recreation, transportation, government, and public assembly. These buildings can have multiple floors with flexible design requirements to suit diverse functions. The main entrance should be easily accessible from the primary street, with parking located at the rear. Outdoor spaces, such as courtyards, plazas, or parks, are typically provided either in front of the building or within an accessible courtyard, enhancing public engagement and gathering opportunities.

The map and table on this page identify the allowable zoning district. Character images on this page are advisory only.

Low-Scale Neighborhood District (LS)	Yes
Medium-Scale Neighborhood District (MS)	Yes
Mixed-Use Neighborhood District (MX)	Yes
Regional Activity Center District (RA)	Yes
Institutional / Campus District (IC)	Yes
Industrial / Employment District (IE)	Yes
Heavy Industrial District (HI)	No
Manufactured Home District (MH)	No
Parks / Open Space District (PO)	Yes
Natural Areas District (NA)	No

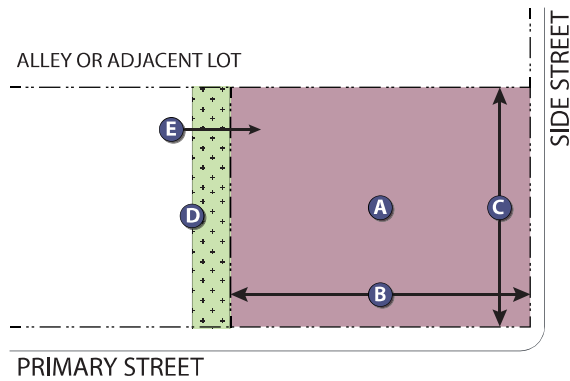
Table of Allowable Zoning district



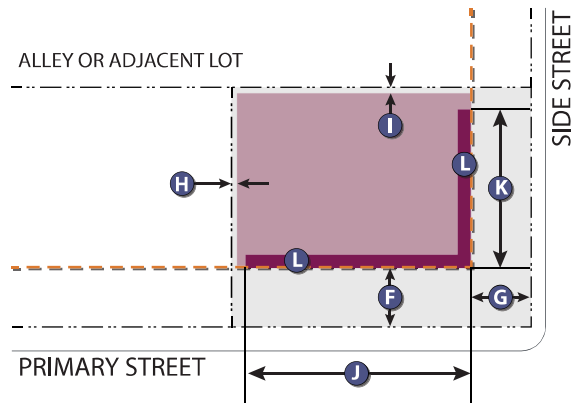
Character Image

150 CIB

150 CIVIC / INSTITUTIONAL



--- PROPERTY LINE ■ LOT AREA
 + + + OPEN SPACE



--- PROPERTY LINE ■ -LINE
 - - - BUILD-TO-LINE ■ BUILDING AREA

2. LOT DIMENSIONS AND COVERAGE.

[A] Minimum and Maximum Lot Size.

- Minimum: Not applicable.
- Maximum: Not applicable.

[B] Maximum Lot Width.

- Not applicable.

[C] Maximum Lot Depth.

- Not applicable.

[D] Minimum Open Space Area.

- Not applicable.

[E] Maximum Impervious Area.

- Not applicable.

3. BUILDING PLACEMENT AND BUILDOUT.

[F] Front Build-to-Line (Primary Street).

- Maximum of fifty (50') feet from the lot line.

[G] Side Build-to-Line (Side Street).

- Maximum of fifty (50') feet from the lot line.

[H] Side Setback Line (Adjacent Lot).

- Minimum of five (5') feet from the lot line.

[I] Rear Setback Line (Adjacent Lot or Alley).

- Minimum of five (5') feet from the lot line.

[J] Front Build-Out (Primary Street).

- Minimum of fifty (50%) percent of the front build-to-line.

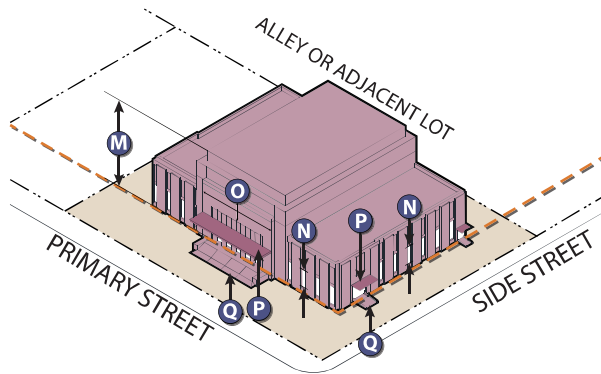
[K] Side Build-Out (Side Street).

- Minimum of fifty (50%) percent of the front build-to-line.

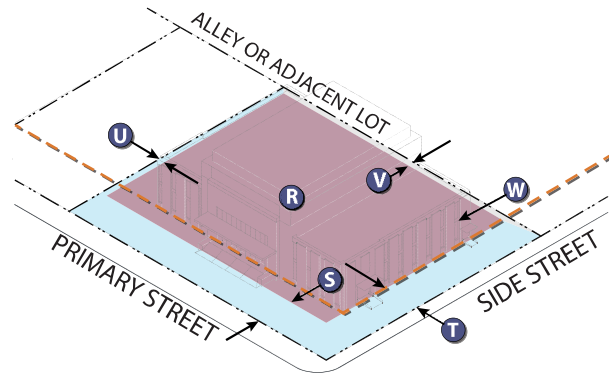
[L] Maximum Facade Length.

- Not applicable.

150 CIB



--- PROPERTY LINE LOT AREA
 - - - BUILD-TO-LINE BUILDING MASS



--- PROPERTY LINE SETBACK AREA
 - - - BUILD-TO-LINE PARKING AREA

4. BUILDING HEIGHT AND FRONTAGE.

[M] Minimum and Maximum Height.

- See **Chapter 20.410 Zoning district** height range for minimum and maximum height.

[N] Ground Floor Transparency.

- Primary Street. Minimum of forty (40%) percent transparent windows or doors.
- Side Street. Minimum of forty (40%) percent transparent windows or doors.

[O] Blank Wall Limitations (Any Public Street).

- No blank frontage walls greater than thirty (30') feet.

[P] Weather Protection.

- Required at all primary and side street entrances.
- Minimum of forty (40%) percent linear coverage on primary streets.
- Minimum vertical clearance of ten (10') feet.
- Maximum vertical clearance of twenty (20') feet.
- Minimum overhang of six (6') feet.

[Q] Entrances and Access Points.

- Not applicable.

5. PARKING AND ACCESS.

[R] Parking Ratios.

- See **Chapter 20.450.090 VMC Parking and Loading** for parking requirements.

[S] Front Setback (Primary Street).

- Minimum of twenty (20') feet from the lot line.

[T] Side Setback (Side Street).

- Minimum of twenty (20') feet from the lot line.

[U] Side Setback (Adjacent Lot).

- Minimum of five (5') feet from the lot line.

[V] Rear Setback (Adjacent Lot or Alley).

- Minimum of five (5') feet from the lot line.

[W] Access Points.

- Parking shall be accessed by way of a side street or an alley abutting the lot. If neither are present, parking may be accessed by way of a primary street. See **Title 11 Streets and Sidewalks** for additional requirements.

6. OVERLAY REQUIREMENTS.

6.1 GROUND FLOOR ACTIVATION:

Pursuant to this Chapter, any building type located within a zoning district subject to **Chapter 20.501 Active Ground Floor Use Overlay** shall be required to comply with the following requirements:

[X] Required Frontage Type.

The following table shows the allowable frontage types for this building type that apply to frontage on primary and side streets. Internal frontage is not regulated. See **Chapter 20.440 Frontage Types** of this code for additional frontage type requirements.

Frontage Type	Allowable
Awnings	Yes
Balconies	No
Bay Windows	No
Cafe	Yes
Common Yard	No
Courtyard	No
Gallery	No
Light Court	No
Porch	No
Stoop	No
Shopfront	Yes

[Y] Frontage Modulation Requirements.

- One (1) vertical modulation of minimum twelve (12") inches every fifty (50') feet of facade on all streets.

[Z] Ground Floor Use Activation.

Fifty (50%) percent of ground floor frontage along primary streets must be Active Retail Uses per **Chapter VMC 20.430 Use Requirements**; or the side street when no primary street is present.

[AA] Minimum Ground Floor-to-Ceiling Height.

- Minimum of fourteen (14') feet (floor-to-ceiling) for all primary uses.

[AB] Increased Ground Floor Transparency.

- Minimum of sixty (60%) percent windows or doors on all street types.

6.2 GROUND FLOOR READY:

Pursuant to this Chapter, any building type located within a zoning district subject to **Chapter 20.502 Active Ground Floor Use Ready Overlay** shall be required to comply with the following requirements:

[AC] Minimum Ground Floor-to-Ceiling Height.

- Minimum of twelve (12') feet (floor-to-ceiling) for all primary uses.

[AD] Increased Ground Floor Transparency.

- Minimum of sixty (60%) percent windows or doors on all street types.

6.3 TRANSIT-BASED HEIGHT ALLOWANCE:

Pursuant to this Chapter and Washington State HB 1110, any building type located within a zoning district subject to the **Chapter 20.503 Station Areas Overlay** shall be eligible for the following transit-based height allowance.

[AE] Increased Maximum Height.

- No maximum.

6.4 OTHER OVERLAY REQUIREMENTS:

The following may also apply:

- See **Chapter 20.500 VMC Overlay Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.600 VMC Plan Districts** of this code for other requirements that may apply to this district.
- See **Chapter 20.700 VMC Environmental Regulations** of this code for other requirements that may apply to this district.

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CHAPTER 20.430

Use Requirements

20.430.001 PURPOSE.

The purpose of this chapter is to introduce eight (8) primary use types regulated by the zoning district. Each primary use on a lot is classified as permitted, conditional, or prohibited, as outlined in the Primary Use Tables, and may be subject to specific standards. This chapter also outlines accessory and temporary uses, which may either support a primary use or exist independently on a lot, depending on the specific type of use.

20.430.002 APPLICABILITY.

This chapter shall be applicable to all permit applications on any lot or lots. Primary uses included in this chapter are subject to **Chapter 20.270 VMC Site Plan Review**, as applicable per standards or submittal requirements.

20.430.003 ESTABLISHMENT OF USE REQUIREMENTS.

This chapter includes the following Use requirements:

- 20.430.100 Primary Use Types and Standards.
- 20.430.200 Accessory Use Types and Standards.
- 20.430.300 Accessory Structures.
- 20.430.400 Temporary Use Types and Standards.

20.430.100 PRIMARY USE TYPES AND STANDARDS.

The primary use is defined as the principal or main activity conducted on a lot, which is the primary purpose for which the property is used. A primary use must comply with all applicable use permissions, standards, and zoning district requirements. All other uses on the lot, such as accessory or temporary uses, must be subordinate and clearly incidental to the designated primary use. The primary use types include the following:

20.430.101 Active Retail Uses (ACR).

20.430.102 Civic / Institutional Uses (CIN).

20.430.103 Industrial Uses (IND).

20.430.104 Infrastructure Uses (INF).

20.430.105 Office Uses (OFF).

20.430.106 Open Space Uses (OPN).

20.430.107 Passive Retail Uses (PAR).

20.430.108 Residential Uses (RES).

101 ACTIVE RETAIL

Definition.

Active retail uses include facilities and spaces dedicated to the sale of goods, merchandise, or services directly to consumers. These uses are typically located on ground floors in pedestrian-oriented areas and are designed to generate foot traffic and contribute to the economic vitality and vibrancy of the streetscape. Active retail Uses are permitted, conditional, and prohibited as follows:

	LS	MS	MX	RA	IC	IE	HI	MH	PO	NA	Standards	Additional Approvals, Policies, or Submittals
Active retail uses.												
1. Artisan and specialty goods production	●	●	●	●	●	●					✓	Not Applicable.
2. Eating and drinking establishments	●	●	●	●	●	●	●				✓	Not Applicable.
3. Personal Services	●	●	●	●	●	●					Not Applicable.	Not Applicable.
4. Sales-oriented	●	●	●	●	●	●					✓	✓

● Permitted Use ● Conditional Use ○ Prohibited Use

102 CIVIC / INSTITUTIONAL

Definition.

Civic / institutional uses include governmental, medical, educational, cultural, or religious functions. These uses are typically accessible to the public and contribute to the social and cultural infrastructure of the community. Civic / institutional uses are permitted, conditional, and prohibited as follows:

	LS	MS	MX	RA	IC	IE	HI	MH	PO	NA	Standards	Additional Approvals, Policies, or Submittals
Civic / institutional uses.												
1. Ambulance services			◐	●	●	●					Not Applicable.	Not Applicable.
2. Community centers	◐	◐	●	●	●	●			●		Not Applicable.	Not Applicable.
3. Cultural centers	●	●	●	●	●	●			●		Not Applicable.	Not Applicable.
4. Colleges	●	●	●	●	●	◐	◐				✓	Not Applicable.
5. Community recreation	●	●	●	●	●	●			●		✓	Not Applicable.
6. Day care (child care centers and institutional adult day care)	●	●	●	●	●	●					✓	✓
7. Detention and post-detention facilities				◐		◐	◐				Not Applicable.	Not Applicable.
8. Emergency services (except ambulance)	●	●	●	●	●	●					✓	Not Applicable.
9. Medical centers	◐	◐	●	●	●	●					Not Applicable.	Not Applicable.
10. Religious institutions	●	●	●	●	●	●					✓	✓
11. Schools (public and private)	●	●	●	●	●	●					✓	✓
12. Social / fraternal and clubs / lodges	●	●	●	●	●	●					Not Applicable.	Not Applicable.

● Permitted Use ◐ Conditional Use ○ Prohibited Use

102 CIN

103 INDUSTRIAL

Definition.

Industrial uses include production, manufacturing, processing, warehousing, distribution, or repair of goods, as well as related research and development. These uses are typically characterized by operations that may generate higher levels of noise, emissions, truck traffic, or other external impacts. Industrial uses are permitted, conditional, and prohibited as follows:

	LS	MS	MX	RA	IC	IE	HI	MH	PO	NA	Standards	Additional Approvals, Policies, or Submittals
Industrial uses.												
1. Bulk fossil fuel storage and handling facility							●				✓	✓
2. Cleaner fuels storage and handling facility							●				✓	✓
3. Employment Services					●	●					Not Applicable.	Not Applicable.
4. Energy plants			●	●	●	●	●				✓	Not Applicable.
5. Industrial services						●	●				Not Applicable.	Not Applicable.
6. Manufacturing and production			●	●	●	●	●				✓	✓
7. Organic materials management facilities	●	●	●	●	●	●	●				Not Applicable.	Not Applicable.
8. Recycling facilities							●				Not Applicable.	Not Applicable.
9. Research and development			●	●	●	●	●				✓	✓
10. Small fossil fuel or cleaner fuel storage and distribution facilities							●				✓	✓
11. Solid Waste Handling Facilities							●				✓	✓
12. Truck stops						●	●					Not Applicable.
13. Warehouse / freight movement						●	●				✓	Not Applicable.
14. Wholesale sales					●	●					✓	Not Applicable.

● Permitted Use ● Conditional Use ○ Prohibited Use

103 IND

104 INFRASTRUCTURE

Definition.

Infrastructure uses include facilities and spaces essential for the movement of people and goods, as well as the delivery of critical services across the city. This includes transportation networks, utility systems, rail infrastructure, and communication facilities, all of which support urban functionality, connectivity, and growth. Infrastructure uses are permitted, conditional, and prohibited as follows:

	LS	MS	MX	RA	IC	IE	HI	MH	PO	NA	Standards	Additional Approvals, Policies, or Submittals
Infrastructure uses.												
1. Airports / airports						●	●				✓	✓
2. Basic utilities	●	●	●	●	●	●			●	○	Not Applicable.	✓
3. Data Centers	<i>Not Allowed in Any Zoning District.</i>										Not Applicable.	Not Applicable.
4. Heliports			○	○	○	○					Not Applicable.	Not Applicable.
5. Major utility facilities			○	○	○	○	○		●	○	Not Applicable.	✓
6. Park and ride facilities	○	○	○	○	●	●					✓	✓
7. Rail lines / utility corridors	●	●			●	●	●		○	○	✓	Not Applicable.
8. Railroad yards							●				Not Applicable.	Not Applicable.
9. Structured parking facilities (i.e., parking garages)		●	●	●	●	●	●				✓	Not Applicable.
10. Surface parking facilities (i.e., parking lots)		○	○	○	○	○	○		○		Not Applicable.	
11. Transportation facilities	○	○	○	●	●	●			○		Not Applicable.	✓
12. Water-related or water-enjoyment (as defined by VMC 20.760 Shoreline Management)			○	○	○				○		✓	Not Applicable.
13. Wireless communication facilities			●	●	●	●	●				✓	✓

● Permitted Use ○ Conditional Use ○ Prohibited Use

104 INF

105 OFFICE

Definition.

Office uses include spaces used for professional, administrative, business, or clerical activities, typically conducted indoors with minimal environmental or external impacts on surrounding areas. Office uses are permitted, conditional, and prohibited as follows:

	LS	MS	MX	RA	IC	IE	HI	MH	PO	NA	Standards	Additional Approvals, Policies, or Submittals
Office uses.												
1. Extended office	●	●	●	●	●	●	●				Not Applicable.	Not Applicable.
2. General office	●	●	●	●	●	●	●				✓	Not Applicable.
3. Medical office	●	●	●	●	●	●	●				Not Applicable.	Not Applicable.

● Permitted Use ● Conditional Use ○ Prohibited Use

105 OFF

106 OPEN SPACE

Definition.

Open space uses include parks and land preserved or developed for outdoor activities, ecological function, or community interaction. These spaces are regulated by their form, design elements, and relationship to surrounding structures, rather than specific activities alone. Open space uses are permitted, conditional, and prohibited as follows:

	LS	MS	MX	RA	IC	IE	HI	MH	PO	NA	Standards	Additional Approvals, Policies, or Submittals
Open space uses.												
1. Agriculture / horticulture / silviculture	●	●	●	●	●	●	●		●	●	✓	Not Applicable.
2. Cemeteries	●	●	●	●	●	●	●				✓	Not Applicable.
3. Environmental Management and Education									●	●	Not Applicable.	Not Applicable.
4. Fish hatcheries										◐	Not Applicable.	Not Applicable.
5. Motorized recreational activities							●				✓	Not Applicable.
6. Parks or Natural Area (urban)	●	●	●	●	●	●	●		●	●	Not Applicable.	Not Applicable.
7. Parks or Natural Area (regional)	●	●	●	●	●	●	●		●	●	Not Applicable.	Not Applicable.
8. Trails	●	●	●	●	●	●	●	●	●	●	Not Applicable.	Not Applicable.

● Permitted Use ◐ Conditional Use ○ Prohibited Use

106 OPN

107 PASSIVE RETAIL

Definition.

Passive retail uses include spaces that complement active retail uses. Secondary retail is not intended to act as the primary drivers of foot traffic or economic activity in an area. These uses often provide support or specialized goods and services that enhance the overall retail environment. Passive retail uses are permitted, conditional, and prohibited as follows:

	LS	MS	MX	RA	IC	IE	HI	MH	PO	NA	Standards	Additional Approvals, Policies, or Submittals
Passive retail uses.												
1. Animal kennel / shelters			●	●	●	●	●				✓	Not Applicable.
2. Adult entertainment						●	●				✓	Not Applicable.
3. Auto salvage / repair						●	●				Not Applicable.	Not Applicable.
4. Bulk sales						●	●				Not Applicable.	Not Applicable.
5. Commercial and transient lodging (i.e., hotels, etc.)	●	●	●	●	●	●	●				✓	✓
6. Dog day care	●	●	●	●	●	●	●				✓	Not Applicable.
7. Electric vehicle (EV) battery exchange station					●	●	●				Not Applicable.	Not Applicable.
8. Electric vehicle (EV) charging station (stand-alone)	●	●	●	●	●	●	●				Not Applicable.	Not Applicable.
9. Indoor entertainment			●	●	●	●					✓	✓
10. Major event entertainment				●	●						Not Applicable.	✓
11. Motor vehicle sales / rental						●	●				✓	Not Applicable.
12. Motor vehicle servicing / repair					●	●	●				✓	Not Applicable.
13. Outdoor sales					●	●	●				✓	Not Applicable.
14. Repair-oriented	●	●	●	●	●	●	●				Not Applicable.	Not Applicable.
15. Self-service storage			●	●		●					✓	✓
16. Vehicle fuel sales (i.e., gas stations)					●	●	●				✓	Not Applicable.

● Permitted Use ● Conditional Use ○ Prohibited Use

107 PAR

108 RESIDENTIAL

Definition.

Residential uses include facilities and spaces intended for long-term habitation by individuals or households and may include a range of housing types and densities, from single-family homes to multi-family developments intended to support a mix of lifestyles and household needs. Residential uses are permitted, conditional, and prohibited as follows:

	LS	MS	MX	RA	IC	IE	HI	MH	PO	NA	Standards	Additional Approvals, Policies, or Submittals
Residential uses.												
1. Cottage cluster dwellings	●	●	●								✓	✓
2. Group living	●	●	●	●	●						✓	Not Applicable.
3. Household living	●	●	●	●	●						✓	Not Applicable.
4. Manufactured home or home developments (all types)	●	●						●			✓	✓
4. Short-term rentals	●	●	●	●	●						✓	✓
6. Temporary shelter / housing (i.e., safe stays, transitional housing)	●	●	●	●	●						Not Applicable.	Not Applicable.

● Permitted Use ● Conditional Use ○ Prohibited Use

108 RES

20.430.100 PRIMARY USE TYPES AND STANDARDS.

20.430.101 Active Retail Uses

1. Artisan and specialty goods production.

- A. Standards.** The following apply:
- 1. Public viewing and windows:** A public viewing or customer service space is required on all building types with windows or glass doors covering at least twenty-five (25%) percent of the front of the building face abutting the street or indoor lobby wall.
 - 2. Visibility of activities:** Activities except loading shall occur within the buildings; outdoor storage and repair is prohibited
- B. Additional approvals, policies, or submittals.** Not applicable.

2. Eating and drinking establishments.

- A. Standards.** The following apply:
- 1. Drive Thru:** Drive-through eating and drinking establishments are only allowed in the MX district.
- B. Additional approvals, policies, or submittals.** Not applicable.

1. Personal services

- A. Standards.** Not applicable.
- B. Additional approvals, policies, or submittals.** Not applicable.

3. Sales-oriented.

- A. Standards.** The following apply:
- 1. Marijuana and marijuana-related stores:** Marijuana and marijuana-related stores are subject to:
 - i. Purpose.** The purpose of this chapter is to establish zoning regulations that provide for state licensed recreational and medical marijuana land uses consistent with state law under Title 69 RCW, and subject to requirements of Chapter 314-55 WAC, adding additional local standards to address potential public health, safety and welfare considerations (Ord. M-4169 § 3, 06/27/2016; Ord. M-4071, Added, 03/03/2014, Sec 3 – Effective 3/9/2014)

- ii. Distance Restrictions.** A marijuana retail, processing, or production business shall not be located on parcels located within one thousand feet (1000') of parcels containing any of the following uses, as officially defined in WAC 314-55-010. The distance shall be measured as the shortest straight line from property line to property line, as set forth in WAC 314-55-050(10).
 - 1.** Elementary or secondary school, public or private;
 - 2.** Playground, publicly managed;
 - 3.** Recreation center or facility, providing a broad range of activities intended primarily for minors and managed by a public or charitable nonprofit entity;
 - 4.** Child care facility, licensed by the Department of Early Learning providing child care regularly for less than twenty-four (24) hours;
 - 5.** Public park, having facilities for active or passive recreation, exclusive of trails;
 - 6.** Public transit center where several transit routes converge;
 - 7.** Library; or
 - 8.** Game arcade where admission is not restricted to persons age twenty-one (21) and older.
 - 9.** Retail marijuana retail business shall not be located within three hundred (300') feet of other state-licensed marijuana retail business, as measured from property line to property line as specified in this chapter.
- iii. Prohibitions.**
 - 1.** Retail, processing, and production businesses are prohibited in LS and MS districts.
 - 2.** Marijuana businesses are not permitted as a home occupation shall not operate at a dwelling and shall not be located in a mobile structure.
 - 3.** Retail marijuana business shall not sell marijuana, marijuana-infused products, or marijuana paraphernalia or otherwise be open for business before eight (8) am or after eleven (11:00) pm on any day.

20.410.200 LOT BUFFERS.

20.410.200.1 Purpose of this Section

The purpose of this Chapter is to balance new development in more intense districts with existing development and lower-intensity districts in terms of heights and build out. These lot buffers and are applicable to the side and rear property lines (and associated setbacks) for any lot or lots which utilizes a building type as part of this Chapter of the code.

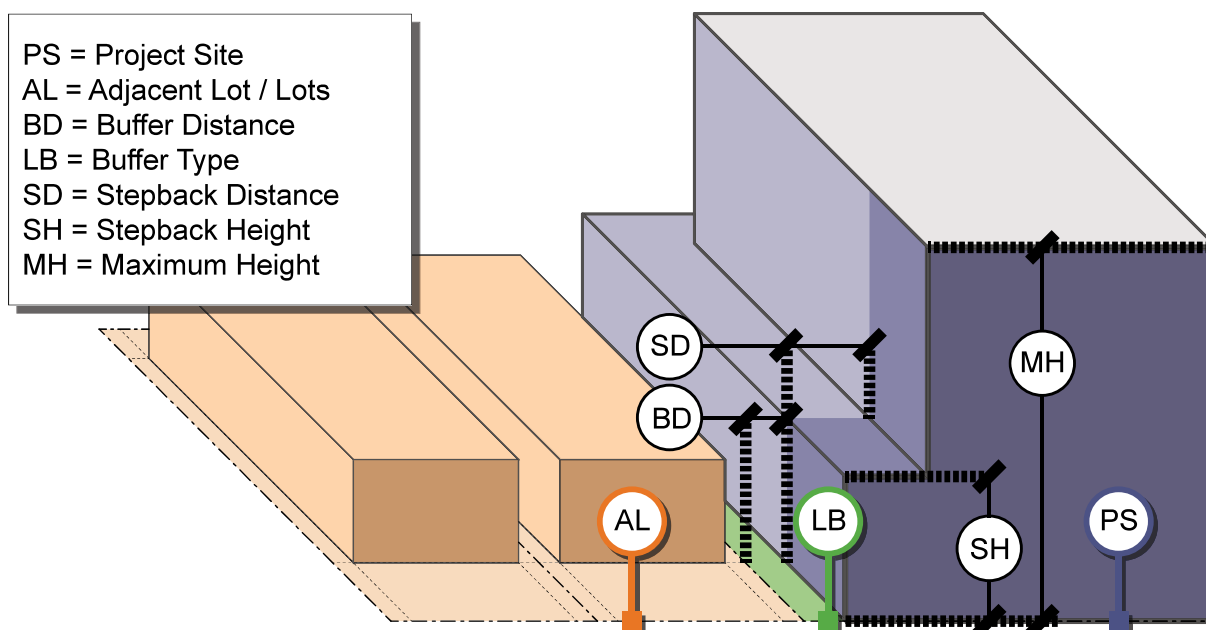
20.410.200.2 Landscape Requirements

All development subject to this Chapter must also meet **Chapter VMC Landscaping - Table 20.450.006.030-1 Landscaping and Screening Design Standards** per the Landscape Buffer (LB) identified for the lot.

20.410.200.3 Overview of Lot Buffers

The following diagram provides a brief overview of how lot buffers are intended to work for the development along with an associated way to measure and account for the buffer, setback height limitations, and setback distance associated. This diagram is purely an example for illustrative purposes.

Diagram 10.410.200.3-1: Lot Buffer Diagram



20.410.200.4 Lot Buffers By Base District

The following table provides a guide to lot buffers for all new development based on the zoning district of the project site (PS) or sites and the adjacent lot or lots (AL). Maximum height is always regulated by the zoning district established in **Chapter 20.410 VMC Zoning District**. Lot buffers indicating “none” are not applicable and must only meet the building placement and buildout requirements for the associated building type or types in **Chapter 20.420 VMC Building Types**. The following lot buffers are applicable:

Table 10.410.200.4-1: Lot Buffers by Zoning District

		Adjacent Lot or Lots (AL)										
		LS	MS	MX	RA	IC	IE	HI	MH	PO	NA	
Project Site or Sites (PS)	LS	None.							LB=L1	None.		
	MS	LB=L2	None.							BU=10' SH=35' SD=20' LB=L3	None.	
	MX	BD=15' SH=45' SD=20' LB=L3	BD=10' SH=75' SD=15' LB=L2	None.					BU=10' SH=35' SD=20' LB=L4	None.		
	RA	BD=25' SH=55' SD=30' LB=L4	BD=15' SH=75' SD=20' LB=L3	None.						None.		
	IC			None.						None.		
	IE	BD=35' SH=45' SD=40' LB=L5	BD=20' SH=75' SD=30' LB=L4	BD=15' SH=75' SD=20' LB=L3		None.			BD=25' SH=35' SD=30' LB=L3	None.		
	HI	BD=45' SH=45' SD=50' LB=L5	BD=35' SH=75' SD=50' LB=L4		None.			None.				
	MH	None.										
	PO	None.										
	NA	None.										

Draft Bicycle Parking Standards

February 4, 2026

Bicycle Parking Standards

Purpose

The purpose of these standards is to promote bicycling as a mode of transportation, which enables healthy lifestyles, is affordable, and reduces greenhouse gas emissions, as an alternative mode of transportation. The standards set the necessary required bicycle parking facilities for a bicycle-friendly community. Sufficient bicycle parking is necessary to encourage more bicycle travel throughout the city by providing a safe, secure, and convenient place to park one’s bicycle.

Number of Bicycle Parking Spaces

Minimum quantity required

Bicycle parking spaces shall be provided for uses as per Table xx. Bicycle parking spaces that count toward minimum long-term requirements may not be counted toward minimum short-term spaces, or vice versa.

Table xx: Minimum Quantity Requirements for Short- and Long-Term Bicycle Parking.

Use	Minimum Long-term Spaces	Minimum Short-term Spaces
Active Retail Uses		
Artisan and specialty goods production	1 per 12,000 sq. ft. of floor area	1 space per 4,000 sq. ft. of customer service/sales-oriented floor area
Eating and drinking establishments	1 space per 12,000 sq. ft. of floor area	1 space per 4,000 sq. ft. of floor area
Personal services	1 per 12,000 sq. ft. of floor area	1 space per 4,000 sq. ft. of floor area
Sales-oriented	1 per 12,000 sq. ft. of floor area	1 space per 4,000 sq. ft. of floor area
Civic / Institutional Uses		
Ambulance services	None	None

Use	Minimum Long-term Spaces	Minimum Short-term Spaces
Community centers	1 per 4,000 sq. ft. of floor area	1 per 2,000 sq. ft. of floor area
Cultural centers	1 per 4,000 sq. ft. of floor area	1 per 2,000 sq. ft. of floor area
Colleges	1 space per 25,000 sq. ft. of floor area	1 space per 10,000 sq. ft. of floor area
Community recreation	1 per 4,000 sq. ft. of floor area	1 per 2,000 sq. ft. of floor area
Day care (child care centers and institutional adult day care)	1 space per 5 employees	Family day care home: None Institutional: 2 spaces
Detention and post-detention facilities	1 per 20,000 sq. ft. floor area	2 spaces
Emergency services (except ambulance)	1 per 12,000 sq. ft. of floor area	2 spaces
Medical centers	1 per 12,000 sq. ft. of floor area	1 per 40,000 sq. ft of floor area
Religious institutions	1 space per 15,000 sq. ft. of floor area	1 space per 4,000 sq. ft. of floor area
Schools (public and private)	1 space per 5 employees	Elementary and middle school: 1 space per 50 students High school: 1 space per 40 students
Social / fraternal and clubs / lodges	1 per 12,000 sq. ft	1 per 4,000 sq. ft
Industrial uses		
Bulk fossil fuel storage and handling facility	1 per 40,000 sq. ft. floor area	2 spaces
Cleaner fuels storage and handling facility	1 per 40,000 sq. ft. floor area	2 spaces
Energy plants	1 per 40,000 sq. ft. floor area	2 spaces
Industrial services	1 per 20,000 sq. ft. floor area	2 spaces
Manufacturing and production	1 per 20,000 sq. ft. floor area	2 spaces

Use	Minimum Long-term Spaces	Minimum Short-term Spaces
Organic materials management facilities	1 per 40,000 sq. ft. floor area	2 spaces
Recycling facilities	1 per 40,000 sq. ft. floor area	2 spaces
Research and development	1 per 20,000 sq. ft. floor area	2 spaces
Small fossil fuel or cleaner fuel storage and distribution facilities	1 per 40,000 sq. ft. floor area	2 spaces
Solid waste handling facilities	1 per 40,000 sq. ft. floor area	2 spaces
Truck stops	None	None
Warehouse / freight movement	1 per 40,000 sq. ft. floor area	2 spaces
Wholesale sales	1 per 30,000 sq. ft. floor area	2 spaces
Infrastructure uses		
Airports / airparks	None	None
Basic utilities	None	None
Data centers	1 per 40,000 sq. ft. floor area	2 spaces
Heliports	None	None
Major utility facilities	1 per 40,000 sq. ft. floor area	2 spaces
Park and ride facilities	<p>1 per 40 vehicle spaces.</p> <p>If the park and ride lot provides parking for a rail transit station, bus transit center or passenger terminal:</p> <p>(a) Required long-term bicycle parking may be provided at the rail transit station, bus transit center or passenger terminal in lieu of at the parking location in order to</p>	1 per 40 vehicle spaces

Use	Minimum Long-term Spaces	Minimum Short-term Spaces
	improve convenient access to transit. (b) No additional long-term bicycle parking is needed if the rail transit station, bus transit center or passenger terminal already meets or exceeds the bicycle parking requirements above.	
Rail lines / utility corridors	None	None
Railroad yards	None	None
Structured parking facilities (i.e., parking garages)	1 per 40 vehicle spaces.	1 per 40 vehicle spaces.
Surface parking facilities (i.e., parking lots)	1 per 40 vehicle spaces.	1 per 40 vehicle spaces.
Transportation facilities	5% of projected a.m. peak period daily ridership	1.5% of projected a.m. peak period daily ridership
Water-related or water-enjoyment (as defined by VMC 20,760 Shoreline Management)	Marina: 1 per 40 boat slips Other: None	2 spaces
Wireless communication facilities	None	None
Office Uses		
Extended office	1 space per 4,000 sq. ft. of floor area	1 per 40,000 sq. ft. of floor area
General office	1 space per 4,000 sq. ft. of floor area	1 per 40,000 sq. ft. of floor area
Medical office	1 per 12,000 sq. ft. of floor area	1 per 40,000 sq. ft. of floor area
Open Space Uses		

Use	Minimum Long-term Spaces	Minimum Short-term Spaces
Agriculture / horticulture / silviculture	A number of spaces equal to 10% of total employees who work on-site	2 spaces
Cemeteries	None	2, or 1 per 10 acres, whichever is greater
Environmental management and education	A number of spaces equal to 10% of total employees who work on-site	1 per 40,000 sq. ft. of maintained area
Fish hatcheries	A number of spaces equal to 10% of total employees who work on-site	None
Motorized recreational activities	None	None
Parks or natural area (urban)	None	2, or 1 per 5 acres, whichever is greater
Parks or natural area (regional)	A number of spaces equal to 10% of total employees who work on-site	1 per 40,000 sq. ft. of maintained area, plus 2 per outdoor recreation facility provided at the park
Trails	None	2, or 1 per 10 acres, whichever is greater
Passive Retail Uses		
Animal kennel / shelters	1 per 12,000 sq. ft. of floor area	2 spaces
Adult entertainment	Refer to specific use, i.e., theater, book or video store	Refer to specific use, i.e., theater, book or video store
Auto salvage / repair	1 per 20,000 sq. ft. of floor area	2 spaces
Bulk sales	1 per 20,000 sq. ft. of floor area	2 spaces
Commercial and transient lodging (e.g., hotels)	1 space per 20 rooms	2 spaces

Use	Minimum Long-term Spaces	Minimum Short-term Spaces
Dog day care	1 per 12,000 sq. ft. of floor area	2 spaces
Electric vehicle (EV) battery exchange station	None	None
Electric vehicle (EV) charging station (stand-alone)	None	None
Indoor entertainment	1 per 12,000 sq. ft.	1 per 4,000 sq. ft.
Major event entertainment	1 per 12,000 sq. ft.	10, or 1 per 40 seats, whichever is greater
Motor vehicle sales / rental	1 per 20,000 sq. ft. of floor area	2 spaces
Motor vehicle servicing / repair	1 per 20,000 sq. ft. of floor area	2 spaces
Outdoor sales	1 per 20,000 sq. ft.	2 spaces
Repair-oriented	1 per 12,000 sq. ft. of floor area	1 space per 4,000 sq. ft. of customer service/sales-oriented floor area
Self-service storage	None	1 per 20,000 sq. ft. of floor area
Vehicle fuel sales (i.e., gas stations)	1 per 12,000 sq. ft. of floor area	1 space per 4,000 sq. ft. of customer service/sales-oriented floor area
Residential Uses		
Cottage cluster dwellings	More than 6 units on a parent parcel: 1 per unit	More than 6 units on a parent parcel: 1 per 20 units
	6 or fewer units on a parent parcel: None	6 or fewer units on a parent parcel: None
Group living	0.2 per unit/suite/bedroom plus a number of spaces equal to 10% percent of total employees	1 per 20 units/suites/bedrooms

Use	Minimum Long-term Spaces	Minimum Short-term Spaces
Household living	More than 6 units on a parent parcel: 1 per unit 6 or fewer units on a parent parcel: None	More than 6 units on a parent parcel: 1 per 20 units 6 or fewer units on a parent parcel: None
Manufactured home or home developments (all types)	More than 6 units on a parent parcel: 1 per unit 6 or fewer units on a parent parcel: None	More than 6 units on a parent parcel: 1 per 20 units 6 or fewer units on a parent parcel: None
Short-term rentals	More than 6 units on a parent parcel: 1 per unit 6 or fewer units on a parent parcel: None	More than 6 units on a parent parcel: 1 per 20 units 6 or fewer units on a parent parcel: None
Temporary shelter / housing (i.e., safe stays, transitional housing)	More than 6 units/beds on a parent parcel: 0.5 per unit/bed 6 or fewer units/beds on a parent parcel: None	More than 6 units/beds on a parent parcel: 1 per 20 units/beds 6 or fewer units on a parent parcel: None

Parking requirements for unlisted uses.

The planning official may rule that a use not specifically listed in Table xx below is a use similar to a listed use and that the same parking standards shall apply. If the applicant requests that the planning official’s decision be rendered in writing, it shall constitute an interpretation, as governed by Chapter xx VMC. The planning official shall maintain a list of approved unlisted use bicycle parking requirements that have the same effect as an amendment to this chapter.

Choice of parking requirements.

When a building or use is planned or constructed in such a manner that a choice of bicycle parking requirements could be made, the use that requires the greater number of bicycle parking spaces shall govern.

Measurements.

The following measurements shall be used in calculating the total minimum number of bicycle parking spaces required in this chapter:

1. *Fractions.* Fractional space requirements of up to 0.5 shall be rounded down to the next whole number and 0.5 or greater rounded up to the next whole number.
2. *Employees.* Where employees are specified for the purpose of determining the minimum vehicle parking spaces required, the employees counted are those who work on the premises during the largest shift at the peak season.
3. *Students.* When students are specified for the purpose of determining the minimum bicycle parking spaces required, the students counted are those who are on the campus during the peak period of the day during a typical school term.
4. *Space.* Unless otherwise noted, where gross square feet (GSF) are specified, the area measured shall be gross floor area under the roof measured from the faces of the structure, excluding only space devoted to covered off-street parking or loading.

Reductions in minimum required bicycle parking.

1. *Reductions in minimum required bicycle parking.*
 - a. The planning official may reduce the minimum bicycle parking spaces required in Table xx up to ten (10%) percent in new developments that do not include Residential Uses by means of a Type I procedure, when an applicant for a development permit can demonstrate in a parking study prepared by a traffic consultant or in parking data from comparable sites that:
 - i. The requested reduction in bicycle parking will not have an adverse impact on uses in the immediate vicinity.
 - ii. The City shall not be responsible for providing bicycling parking for a development should a reduction in required bicycle parking under this section result in a deficit in bicycle parking that is not desirable to the owner of the property or use.
 - b. A request to reduce the required minimum bicycle parking more than ten (10%) percent is subject to a Type II variance procedure.
 - c. The planning official may reduce the minimum bicycle parking spaces required in Table xx up to fifty (50%) percent if the required conditions below are met. Reductions in parking minimums shall be cumulative and inclusive of reductions allowed under any provision of this title.
 - i. Any residential developments where the owner certifies and provides evidence that at least fifty (50%) percent of dwelling units are rented or sold at levels affordable to households earning one-hundred (100%) percent area median income or lower in accordance with the U.S. Department of Housing and Urban Development for a minimum of ten (10) consecutive years from final occupancy.

Parking for properties with multiple uses.

In the event several uses occupy a single structure or parcel of land, the total requirements for bicycle parking shall be the sum of the required parking for the individual primary uses. Bicycle parking for multiple uses may be clustered in one or several locations and shall meet all other requirements for bicycle parking.

Access

1. **Public Access**
 - a. Short-term bicycle parking spaces must be publicly accessible.
 - b. Long-term bicycle parking spaces must be in a secure location where access to bicycle parking space(s) is limited and not available to the general public.
2. **Access Pathway.** Bicycle parking spaces must be accessible via an access pathway that
 - a. Is a minimum of thirty-two (32") inches wide,
 - b. Connects to the right-of-way, and
 - c. Does not have stairs, curbs, or other barriers where lifting a bike is necessary.
 - i. Access pathways may include elevators.
3. **Surface.** Outdoor bicycle parking spaces and access pathways shall be surfaced with asphalt, concrete, pavers, or other permanent surface approved by the Planning Official.

Location

Short-term

1. Required short-term bicycle parking spaces must be located
 - a. Within seventy-five (75') feet of and visible from the main public entrance(s) of the building (or use if no building) or
 - b. In an area shared with other properties or uses on the same block and street frontage and within two-hundred (200') feet of the entrance of each building or use, or
 - c. A combination thereof.
2. Short-term bicycle parking serving Open Space Uses may be distributed throughout the park to serve multiple access points and/or outdoor recreation facilities.
3. When there are multiple public entrances and more than four (4) short-term spaces required, bicycle parking must be distributed to the different entrances.
4. Short-term bicycle parking may be provided at locations not visible from the main public entrance(s) only if directional signage to the bicycle parking is provided at the main public entrance(s).
5. Bicycle parking areas in garages or surface parking lots must be protected from encroachment by vehicles with bollards, curbs, or other means.
6. On-street public bicycle parking that meets the standards of this section may be used to meet minimum number of short-term bicycle parking spaces.

Long-term

1. Required long-term bicycle parking spaces for non-Residential Uses must be located:
 - a. On-site within one-hundred (100') feet of an employee entrance, or
 - b. In a shared bicycle parking facility within 300 feet of an employee entrance, or
 - c. A combination of thereof,
2. Required long-term bicycle parking spaces for non-Residential Uses must be located:
 - a. On-site and within 100 feet of a resident entrance of the building they serve, or
 - b. In-unit (which may include in private garages, patios, and similar private spaces that are accessible only to that unit),
 - c. A combination thereof.
3. Required long-term bicycle parking for Residential Uses that is served by in-unit spaces:
 - a. For buildings with fewer than twenty (20) dwelling units or where all units have private garages, up to one-hundred (100%) percent of required long-term bicycle parking may be provided in-unit.
 - b. For buildings with twenty (20) or more dwelling units and where not all units have a private garage, up to seventy-five (75%) percent of required long-term bicycle parking may be provided in-unit.
 - c. **Dimensions:**
 - i. Each horizontal space provided in-unit must:
 1. Have minimum dimensions of six (6') feet long by two (2') feet wide
 2. Have at least five (5') feet of clearance behind each space to allow room for bicycle maneuvering.
 - ii. Each vertical / wall-mounted space must:
 1. Have minimum dimensions of three (3') feet deep by two (2') feet wide.
 2. Have a six-foot (6') height clearance.
 3. Have at least five (5') feet of clearance behind each space to allow room for bicycle maneuvering.
 - d. Bicycle parking spaces must not block entrances/exits.
4. Long-term bicycle parking spaces that are outdoors must be covered. The cover must project out a minimum of two (2') feet beyond the bicycle parking spaces on the portion of the structure that is not enclosed by a wall.

5. Acceptable shared facilities

Acceptable shared facilities for long-term bicycle parking (for Residential Uses or non-Residential Uses) may include, but are not limited to, the following:

- a. Designated indoor bicycle room with locking system;
- b. In an area enclosed by a fence with a locked gate to create a "bicycle cage."
 - i. The fence shall be at a minimum eight feet high or be floor-to-ceiling height;
- c. Individual bicycle lockers with locking system;
- d. Designated bicycle space with racks inside an office area with locking system.
- e. Covered outdoor enclosures with a locking system, roof, and walls or fence.
 - i. The fence shall be at a minimum eight feet high or be floor-to-ceiling height;

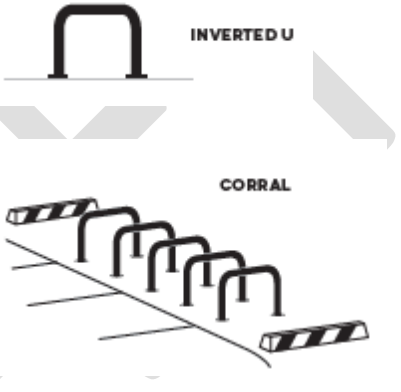
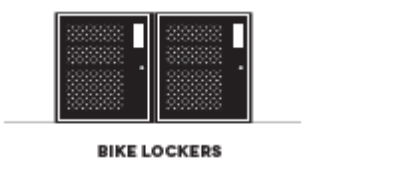
- ii. The cover must project out a minimum of 2 feet beyond the bicycle parking spaces on the portion of the structure that is not enclosed by a wall.
- f. For Residential Uses, in-unit, private garage, patio or deck bicycle parking that meets the location standards outlined in **section xx** above.

Rack Design and Placement



1. Each bicycle parking space shall have facilities for locking or securing each bicycle in an upright position, except that no bicycle rack or locker is required for in-unit bicycle parking spaces.

Rack Types







1. The following rack types are acceptable for both short- and long-term bicycle parking:

<p>Inverted U Rack (also called hoop or staple rack)</p> <p>(may be single or fastened in a series to create a corral)</p>	 <p style="text-align: right;">INVERTED U</p> <p style="text-align: right;">CORRAL</p>
<p>Floor-level bicycle Lockers</p>	 <p style="text-align: center;">BIKE LOCKERS</p>
<p>Racks that meet all of the following:</p> <ol style="list-style-type: none"> 1. Allow locking of bicycle frame and at least one (1) wheel with U-lock when both wheels are left on the bicycle and are not suspended. 2. Accommodate a variety of bicycles and attachments. 3. If the rack is a horizontal rack, it must support the bicycle at two points, including the frame. 4. Is securely anchored with tamper-resistant hardware. 	

2. The following rack types are also acceptable for required long-term bicycle parking, but only for a maximum of fifty (50%) percent of the required long-term bicycle parking spaces that require racks/lockers. These are not acceptable for short-term bicycle parking.

Vertical racks	
<p>Two-Tier or Double-Decker.</p> <p>May be stacked racks or lockers. All two-tier/double decker bicycle parking must have lift assist for upper spaces. Only the upper/non-floor level is subject to the maximum fifty (50%) limitation.</p>	

3. The following rack types are not acceptable for short- or long-term bicycle parking:

Wave (also called undulating or serpentine)	
Bollard	
Schoolyard (also called comb, grid)	
Spiral	
Coathanger	
Swing Arm Secured	

Wheelwell



Bicycle Racks

1. Bicycle spaces served by horizontal / floor-mounted racks must:
 - a. Have minimum dimensions of six (6') feet long by two (2') feet wide
 - i. When more than twenty (20) long-term bicycle parking spaces are required, at least five (5%) percent of required long-term spaces must be large bicycle parking spaces – at least three (3') feet wide and ten (10') deep – that are served by a horizontal rack.
 - b. Have at least five (5') feet of clearance behind each space to allow room for bicycle maneuvering.
 - c. Be at least one (1') foot from a wall or other obstruction, not including the rack serving the space, along the sides/long edges of the bicycle parking space.
2. Bicycle spaces served by vertical / wall-mounted racks must:
 - a. Have minimum dimensions of three (3') feet deep by two (2') feet wide.
 - b. Have a six-foot (6') height clearance.
 - c. Have at least five (5') feet of clearance behind each space to allow room for bicycle maneuvering.
3. All bicycle racks must:
 - a. Not block pedestrian use of a walkway.
 - b. Allow for the frame and at least one (1) wheel of a bicycle in a parking space to be secured with a standard U-lock.
 - c. Have a minimum height of thirty-two (32") inches or be indicated or cordoned off by visible markers so that they are visible to pedestrians.
 - d. Be securely anchored with theft resistant hardware in concrete.

Bicycle Lockers

1. Bicycle lockers must:
 - a. Have a separate locking door for each bicycle space.
 - b. Have at least five (5') feet of horizontal clearance leading up to the entrance of the locker to allow room for bicycle maneuvering.
 - c. Be securely anchored with theft resistant hardware.
 - d. Be floor-level, or have lift assist for the elevated bicycle lockers when lockers are stacked.

Additional Requirements

Lighting

1. The bicycle parking spaces—excluding in-unit spaces—and access pathways must be lighted to a minimum level of a half (0.5) foot candle.

2. Such lighting shall be directed in a manner to prevent glare on nearby Residential Uses.
3. Bicycle parking for public parks that close at dusk are exempted from this requirement.

Electric Outlets

1. When more than twenty (20) long-term bicycle parking spaces are required:
 - a. At least twenty (20%) percent of required long-term bicycle spaces that are located within a shared parking room or garage must have an electric outlet within five (5') feet of the space.
 - b. All required long-term bicycle spaces that are located in-unit must have an electric outlet within five (5') feet of the space.
 - c. At least twenty (20%) of the required large long-term bicycle spaces (as noted in Subsection B. 1 *Number of Bicycle Parking Spaces*) must have an electrical outlet within five (5') feet of the space.

Maintenance

1. The property owner of a site shall have a continuing obligation to properly maintain any bicycle parking facilities on their property, including privately purchased and installed bicycle racks in the public right-of-way. The City of Vancouver will maintain publicly provided bicycle parking facilities that are in the public right-of-way.

Notice Requirements			Pre-app Requirements		Neighborhood Notice
Development	Existing Code	Draft Code	Existing Code	Draft Code	Proposal
Single-family home	Residential Building Permit/No notification	NO CHANGE Residential Building Permit/No notification	Not required	NO CHANGE Not required	None
Duplex	Residential Building Permit/No notification	NO CHANGE Residential Building Permit/No notification	Not required	NO CHANGE Not required	None
3-6 units	Type I Site Plan, no notification	Residential Building Permit/No notification per state law	Not required	NO CHANGE Not required	None
9 or < lot subdivision	Type II short plat, no posting, mailed notification to people within 500 feet of the site	Type II short plat, large format sign, mailed notification to occupant/owner within 300 feet of the site	Required	NO CHANGE Required	Neighborhoods may opt into pre-app notice and may attend pre-app meetings. Neighbors may ask questions at the pre-app as time allows. Applicant to send notice to neighborhood associations prior to land use submittal
10 or > lot subdivision	Type III Subdivision, small format sign, mailed notification to people within 500 feet of the site	Type III Subdivision, large format sign, mailed notification to occupant/owner within 300 feet of the site	Required	NO CHANGE Required	
7-19 units	Type I Site Plan, no notification	Type I Site Plan, large format sign posted on site	Not Required	Required	
20-200 units	Type II Site Plan, no posting, notification to people within 500 feet of the site	Type I Site Plan, large format sign posted on site	Required	NO CHANGE Required	Type II and III applications include public comment period
201 units or more	Type II Site Plan, no posting, notification to people within 500 feet of the site	Type II Site Plan, large format sign, mailed notification to occupant/owner within 300 feet of the site	Required	NO CHANGE Required	



CITY OF
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Boards and Commissions Recruitment Process Update

Joy Fowler

Engagement and Access Director

Tawny Maruhn

City Manager's Office

February 23, 2026

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Agenda

- Boards and Commissions Recruitment Recap
- Proposed Recruitment Process
- Teams Channel Review
- Boards and Commissions One-Pager
- Discussion



Previous Recruitment Feedback



Appreciation For

- 2x Per Year Recruitment Process
- Voting Process
- Feedback Loop when connecting on a question



Opportunity Areas

- More clarity
- Understanding positions available
- Candidates lack clarity on their assigned interviews
- Need for consistency



A Look Ahead

- Facilitating applicant success
- Matrix of applicant interests
- Consider in-person interviews



Proposed Recruitment Process

- Teams Channel Recommendation
- Establish a dedicated channel for Boards and Commissions recruitment
- Use OneDrive for document storage and sharing within Teams



Teams Channel Overview

Key Features and Notifications:

- Store key recruitment documents
- Ease of tracking

Calendar Notifications:

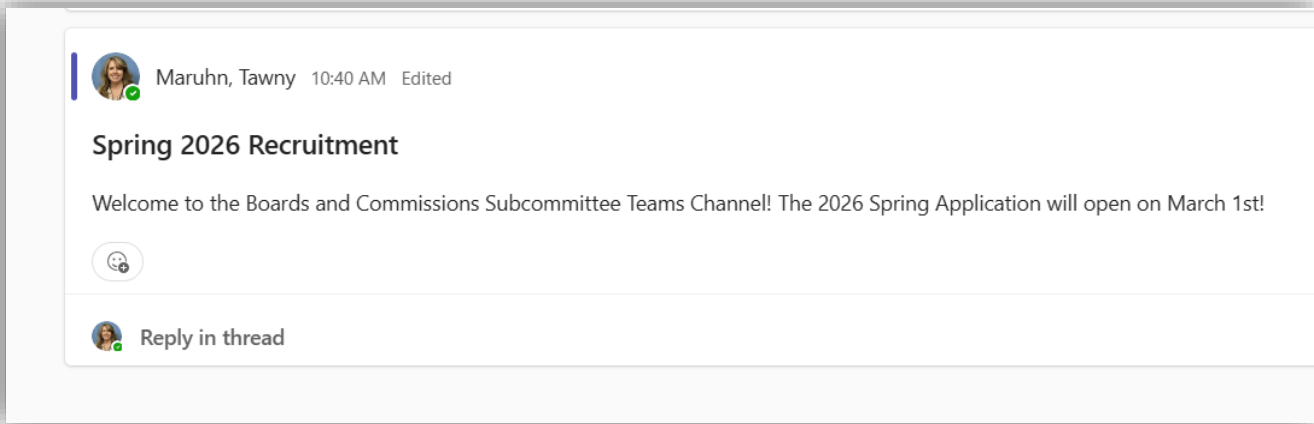
- Automated notifications
- Streamlined scheduling and reminders

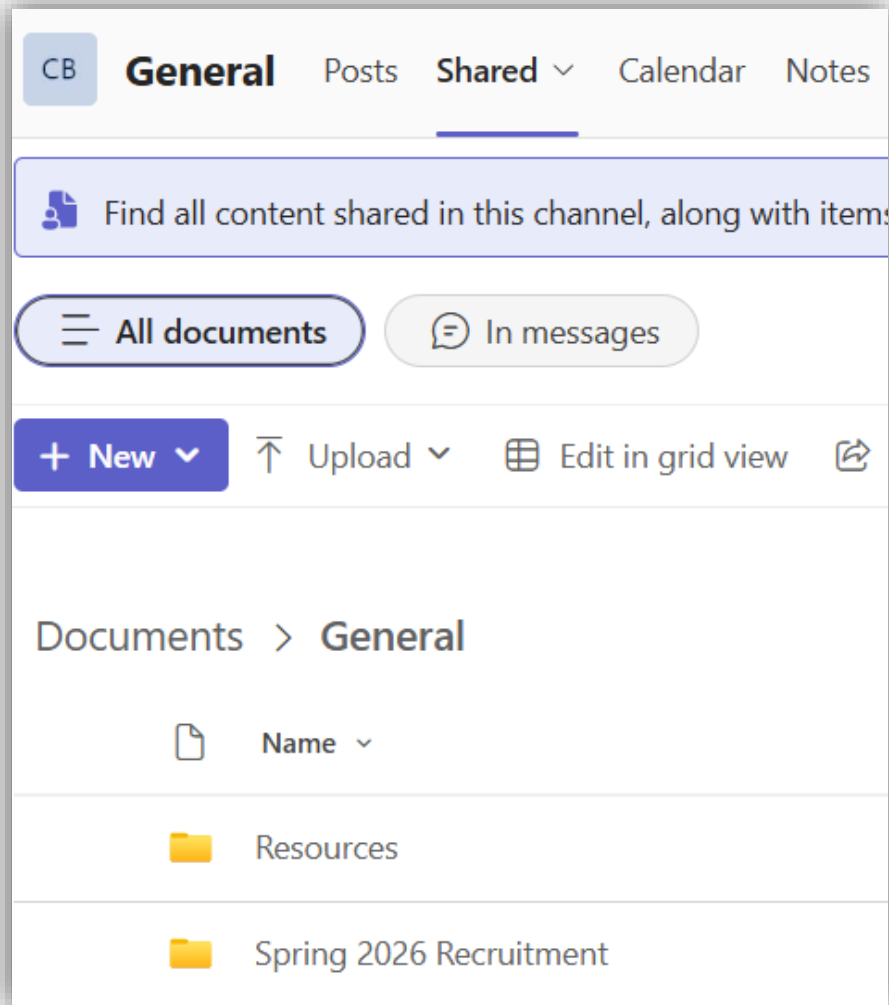


Teams Key Features

Key tools to help manage applications, tasks and schedules

Teams Chat – Collaborate and communicate on recruitment in one shared space

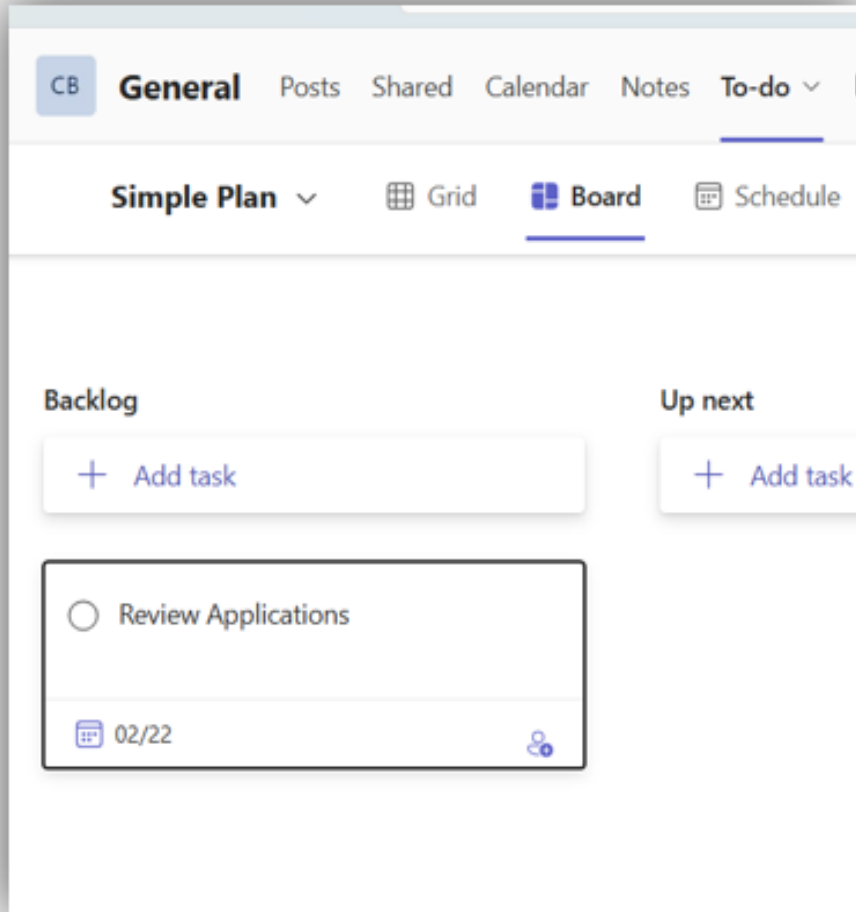




Teams Key Features

Key tools to help manage applications, tasks and schedules

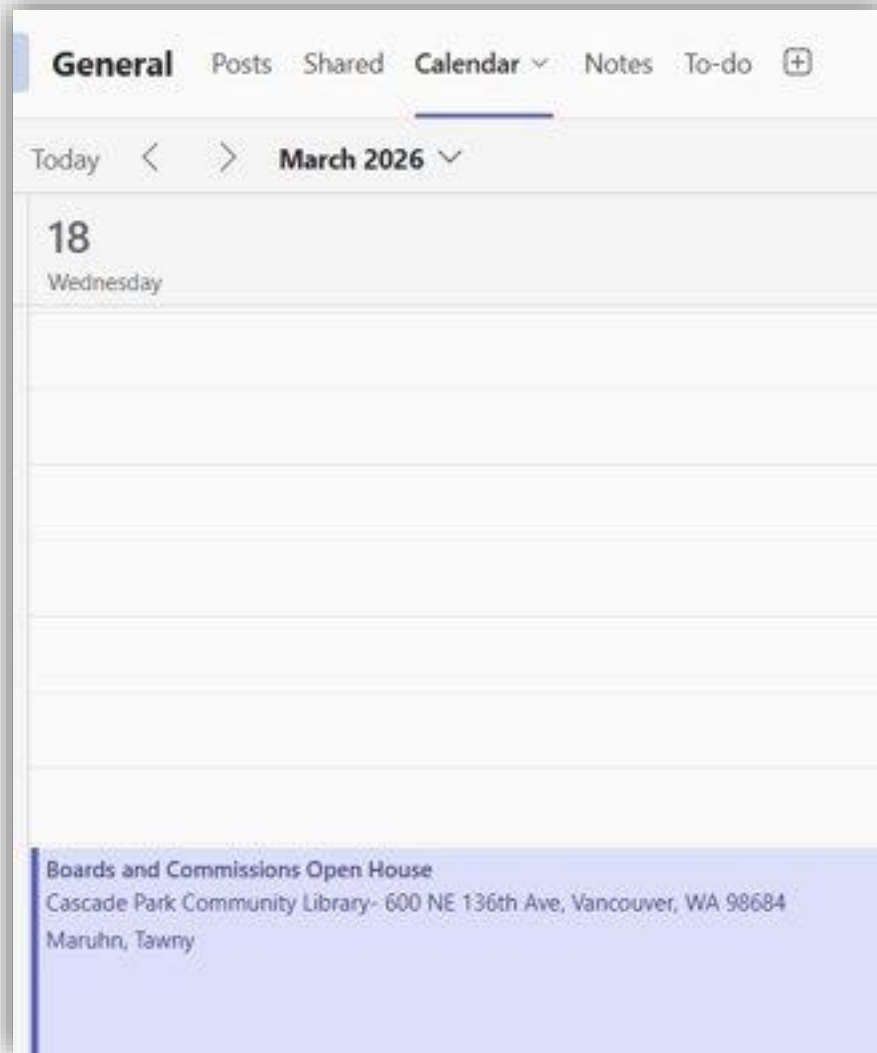
- **Centralized Document Storage** - Applications can be found easily in one place



Teams Key Features

Key tools to help manage applications, tasks and schedules

- **Planner Task Tracking** - Tasks can be tracked and marked as completed



Teams Key Features

Key tools to help manage applications, tasks and schedules

Teams Channel

Calendar - Integrated calendar manages

Boards and

Commissions events and schedule



One-Pager: Boards and Commissions Overview

Level I Overview

These boards and commissions typically require minimal prior experience or specialized knowledge. They focus on community engagement and provide opportunities for residents to contribute without extensive technical or legal expertise.

- Civil Service Commission
- Parking Advisory Committee
- Parks and Recreation Advisory Committee
- Telecommunications Commission
- Transportation and Mobility Commission
- Vancouver Public Facilities District Board
- Vancouver Housing Authority

Level II Overview

These positions may require some background knowledge or experience relevant to specific areas of city governance. Members are expected to engage more actively with policy recommendations and contribute to decision-making processes.

- Aviation Advisory Committee
- Civil Service Commission
- Ft. Vancouver Regional Library Board
- Lodging Tax Advisory Committee
- CC Mosquito Control District Board
- Salary Review Commission
- Urban Forestry Commission
- Vancouver Planning Commission
- Telecommunications Commission
- CC Public Health Advisory Council

Level III Overview

Boards and commissions at this level often deal with intricate legal, financial, and policy matters. Members typically require specialized expertise or a deep understanding of the relevant field, as decisions may have significant impacts on governance and community well-being.

- Building and Fire Code Commission
- City Center Redevelopment Authority
- Culture, Arts and Heritage Commission
- Downtown Redevelopment Authority Board
- CC Historic Preservation Commission



Questions





City Council Meeting Minutes

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

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

February 2, 2026

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

Vancouver City Hall - Aspen Room - 415 W 6th Street, Vancouver WA

The City Council Meeting was held on 2/2/2026 at 4:00 PM in the Vancouver City Hall, Aspen Room 415 West 6th Street, Vancouver, WA 98660.

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

View the CVTV video recording, including presentations and discussion, for workshops at: <https://www.cvtv.org/video/city-council-workshops-02-02-26-2026021000/>

Climate Action Framework Update

(Approximately 1 hour)

Rebecca Small, Senior Policy Analyst, Stacey Dalgaard, Policy Analyst,
rebecca.small@cityofvancouver.us, Stacey.Dalgaard@cityofvancouver.us

Staff led Council through a discussion of the Climate Action Framework Update.

Councilmember Harless joined the workshop remotely.

Comprehensive Plan Update

(Approximately 1 hour, to immediately follow the previous workshop)

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

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

Councilmember Harless joined the workshop remotely.

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

Regular Council Meeting

6:30 PM

Vancouver City Hall - Aspen Room - 415 W 6th Street, Vancouver WA

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

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CTVV video recording, including presentations, testimony and discussion, for this meeting please visit: <https://www.cvtv.org/video/vancouver-city-council-02-02-26-2026021001/>

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

Pledge of Allegiance

Call to Order and Roll Call

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

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

Absent: *None*

Councilmember Harless joined the meeting remotely.

Approval of Minutes

Minutes - January 26, 2026

Motion by Councilmember Stober, seconded by Councilmember Fox, and Yes: 6, No: 0, Abstaining: 1, to approve the Meeting Minutes of January 26, 2026. Councilmember Paulsen abstained from the vote.

Community Communication

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

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

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

Consent Agenda

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

Council pulled items 5, 8, and 13 for discussion.

After the roll call, Council motioned to amend the agenda to remand Items 10, 11, and 12 back to staff for updates to the items and bring back at a later date.

Motion by Councilmember Paulsen, seconded by Councilmember Stober, and Yes: 7, No: 0, Abstaining: 0, to remand Items 10-12 back to staff.

Motion by Councilmember Paulsen, seconded by Councilmember Stober, and Yes: 7, No: 0, Abstaining: 0, to approve Items 1-4, 6-7, 9, 14 and 15 on the Consent Agenda.

Motion by Councilmember Fox, seconded by Councilmember Perez, and Yes: 7, No: 0, Abstaining: 0, to approve Item 5 on the Consent Agenda.

Motion by Councilmember Paulsen, seconded by Councilmember Fox, and Yes: 7, No: 0, Abstaining: 0, to approve Item 8 on the Consent Agenda.

Councilmember Hansen recused himself from Item 13 and left the room during the discussion and vote.

Motion by Councilmember Stober, seconded by Councilmember Paulsen, and Yes: 6, No: 0, Abstaining: 1, to approve Item 13 on the Consent Agenda. Councilmember Hansen abstained from the vote.

1. Construction Acceptance — 2025 Central Curb Ramps

Staff Report: 015-26

Request: On Monday, February 2, 2026, accept the 2025 Central Curb Ramps project as constructed by Grade Werks Excavating, LLC of Battle Ground, Washington, and authorize release of bond, subject to receipt of all documentation required by law.

Madeline Burke, Civil Engineer, Madeline.Burke@cityofvancouver.us

Motion approved the request.

**2. Construction Acceptance — 2025 Pavement Preservation Project
Construction Acceptance & Release of Retainage Bond**

Staff Report: 016-26

Request: On Monday, February 2, 2026, accept the 2025 Pavement Preservation Project as constructed by Doolittle Construction LLC of Snoqualmie, Washington, and authorize release of retainage bond, subject to receipt of all documentation required by law.

Nikki Roth, Civil Engineer Supervisor, Nikki.Roth@cityofvancouver.us

Motion approved the request.

3. Construction Acceptance — Amendment No. 1 to the 2024 Crack Sealing & Mastic Repair Project Construction Acceptance and Release of Retainage

Staff Report: 017-26

Request: On Monday, February 2, 2026, accept the work performed under the Amendment No. 1 to the 2024 Crack Sealing and Mastic Repair Project as constructed by BCV Inc. of Wenatchee, Washington, and authorize release of the retainage amount of \$21,440.52, subject to receipt of all documentation required by law.

Nikki Roth, Civil Engineer Supervisor, Nikki.Roth@cityofvancouver.us

Motion approved the request.

4. Construction Acceptance and Release of Retainage — Amendment No.1 to 2024 Joint Agency Slurry Seal Project

Staff Report: 018-26

Request: On Monday, February 2, 2026, accept the work performed under Amendment No.1 to the 2024 Joint Agency Slurry Seal Project as constructed by Blackline Inc., of Vancouver, Washington, and authorize release of retainage in the amount of \$18,530.03, subject to receipt of all documentation required by law.

Nikki Roth, Civil Engineer Supervisor, Nikki.Roth@cityofvancouver.us

Motion approved the request.

5. Construction Acceptance — Fruit Valley Park Playground Replacement

Staff Report: 019-26

Request: On Monday, February 2, 2026, accept the Fruit Valley Park Playground Replacement Project, as constructed by Allcon LLC, of Brush Prairie, Washington, and authorize the release of the retainage, subject to the receipt of all documentation required by law.

Terry Snyder, Park Development Manager, David Perlick, Director of Parks, Recreation and Cultural Services,
Terry.Snyder@cityofvancouver.us, david.perlick@cityofvancouver.us

Motion approved the request.

6. Construction Acceptance – O. O. Howard House Roof Replacement Project

Staff Report: 020-26

Request: On Monday, February 2, 2026 accept the O. O. Howard House Roof Replacement Project as constructed by Signature Roof Service, LLC of Roy, Washington, and authorize release of retainage, subject to receipt of all documentation required by law.

David Perlick, Director of Parks, Recreation and Cultural Services,
david.perlick@cityofvancouver.us

Motion approved the request.

7. Bid Award – Evergreen Trail, SE Chelsea Avenue to SE Image Road Re-bid Project - C-102141

Staff Report: 021-26

Request: On Monday, February 2, 2026, award a construction contract for the Evergreen Trail project to the lowest responsive and responsible bidder, Jeffries Construction, of Woodland, Washington, USA at their bid price of

\$3,839,918, which includes Washington State sales tax, and authorize the City Manager or designee to execute the same.

Leslie Degenhart, Civil Engineer 3, Hassan Abdalla, Engineering Manager, Leslie.Degenhart@cityofvancouver.us, hassan.abdalla@cityofvancouver.us

Motion approved the request.

8. Bid Award — Phoenix Way & California St. Water Main — C-102134

Staff Report: 022-26

Request: On Monday, February 2, 2026, award a construction contract for the Phoenix Way & California St. Water Main project to the lowest responsive and responsible bidder, Halme Excavating of Battle Ground, Washington, at their bid price of \$1,568,324.80, which includes Washington State sales tax, and authorize the City Manager to finalize and execute a contract for the same.

Mehrin Selimgir, Water Engineering Manager, Mehryn.Selimgir@cityofvancouver.us

Motion approved the request.

9. Bid Award — On-Call Tree Pruning and Removal — C-102152

Staff Report: 023-26

Request: On Monday, February 2, 2026, award a contract for the On-Call Tree Pruning and Removal Contract to the lowest responsive bidder, Arborscape LTD, of Vancouver, Washington, in the amount of not to exceed \$1,892,924.16, which includes Washington State Sales tax, and authorize the City Manager, or designee, to finalize and execute the contract and authorize any legal action necessary to enforce the terms of the same.

Charles Ray, Urban Forester, charles.ray@cityofvancouver.us

Motion approved the request.

10. 58th Street Rezone Reapplication

Staff Report: 024-26

Request: On Monday, February 2, 2026, schedule a public hearing for February 16 to consider denial of the proposed rezone to R-35. Alternatively, schedule

a First Reading to the next available date to consider approval of the rezone.

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

Council remanded the item back to staff.

11. Small Business Legal Assistance Grant

A RESOLUTION of the City Council of Vancouver, Washington, establishing the Small Business Legal Assistance Grant Program to increase access to legal services for small businesses to promote economic development within the Fourth Plain for All Investment Area.

Staff Report: 025-26

Request: On Monday, February 2, 2026, finalize and approve the resolution establishing the Small Business Legal Assistance Grant to serve the Fourth Plain Investment Area (FPIA) and authorizing the City Manager, or designee, to contract with nonprofit attorneys or qualified legal service providers pursuant to City procurement rules.

Chris Harder, Deputy Economic Development Director, Victor Saldanha, Small Business & Entrepreneurship Program Manager,
chris.harder@cityofvancouver.us, Victor.Saldanha@cityofvancouver.us

Council remanded the item back to staff.

12. Safeguard and Revitalization Grant

A RESOLUTION of the City Council of Vancouver, Washington, establishing the Safeguard and Revitalize Grant Program to support small businesses in the Fourth Plain Investment Area facing economic hardship, safety threats, and displacement by contracting with a Non-Profit Community Based Organization to provide administration of grant funding.

Staff Report: 026-26

Request: On Monday, February 2, 2026, finalize and approve the resolution establishing the Safeguard and Revitalization Grant to serve small business owners in the Fourth Plain Investment Area (FPIA) and authorizing issuance of an RFP and subsequent contract with a nonprofit community-based organization to administer the program.

Chris Harder, Deputy Economic Development Director, Victor Saldanha, Small Business & Entrepreneurship Program Manager,
chris.harder@cityofvancouver.us, Victor.Saldanha@cityofvancouver.us

Council remanded the item back to staff.

13. Exclusive Negotiation Agreement between City of Vancouver and Pahlisch Commercial Inc.

A RESOLUTION relating to the approval of an exclusive negotiation agreement between the City of Vancouver and Pahlisch Commercial Inc., an Oregon corporation (the “Developer”); establishing the terms and conditions for negotiating a development agreement for the development of the Heights District sites M and O; and authorizing the City Manager to execute the exclusive negotiation agreement.

Staff Report: 027-26

Request: On Monday, February 2, 2026, finalize and approve the resolution approving the exclusive negotiation agreement between the City of Vancouver and Pahlisch Commercial Inc. and authorizing the City Manager, or designee, to execute the exclusive negotiation agreement.

Amy Stewart, Real Estate Project Manager,
amy.stewart@cityofvancouver.us

Motion adopted Resolution M-4369 to approve the request.

14. 2023-2029 Strategic Plan Update

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

Staff Report: 245-25

Request: On Monday, February 2, 2026, finalize and approve the resolution adopting updates to the 2023-2029 Strategic Plan.

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

Motion adopted Resolution M-4370 to approve the request.

15. Approval of the Claim Vouchers

Request: Approve claim vouchers for February 2, 2026.

Motion approved claim vouchers in the amount of \$9,164,593.62.

Communications

A. From the Council

B. From the Mayor

Yes: 7, No: 0, Abstaining: 0, to approve Councilmember Harless as the alternate for the Regional Disaster Preparedness Organization Policy Committee.

C. From the City Manager

Community Forum

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

Mayor McEnery-Ogle opened the Community Forum and received testimony from the following community members regarding any matter:

- Bruce Barnes, Vancouver
- Tammi Landis, Vancouver
- Richard Bananzyro, Vancouver

There being no further testimony, Mayor McEnery-Ogle closed Community Forum.

Adjournment

7:02 p.m.

Anne McEnery-Ogle, Mayor

Attest:

Anthony Glenn, Deputy City Clerk

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

Staff Report: 028-26

To: Mayor and City Council
From: City Manager
Date: February 23, 2026

Subject

Construction Acceptance — Water Towers 5 and 6 Coating Replacements

Key Points

- This project provided new coating systems for the Water Tower 5 Interior and Water Tower 6 Exterior.
- The contractor exceeded the City’s 5% apprenticeship utilization goal.
- Acceptance of the construction improvements facilitates the release of the contractor’s retainage.

Strategic Plan Alignment

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

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

Present Situation

This project rehabilitated two of the City’s elevated water towers by replacing the internal and external coating of Water Tower 5, as well as a portion of the external coating of Water Tower 6. Water Towers 5 and 6 were constructed in 1955 and 1963 and have capacities of 750,000 gallons and 1.0 million gallons, respectively. Tower 5 is located at the intersection of Devine and Idaho Streets, and Tower 6 is located at 6100 Northeast 53rd Street. Both towers are steel structures that require periodic coating to prevent corrosion and ensure long-term reliability. In addition to new coatings, Tower 5 access was improved for future interior maintenance. Additionally, the exterior coating used on the upper portion of Tower 5 should provide for an approximate 10-20 year life before additional coating work is necessary.

Tower 6 was renovated in 2021, at which time an exterior overcoat was applied to extend its service life. Unfortunately, coating failures were later observed in areas exposed to direct sunlight. As part of the current project, Tower 6 was blast-cleaned and a new exterior coating system was applied, with an expected service life of 20–25 years.

In August 2024, City Council approved a contract with F.D. Thomas, Inc. to complete this work.

The work was completed in accordance with the plans and specifications. Contract costs are summarized below:

TOTAL CONTRACT COSTS	
Labor, Equipment and Material	\$1,622,383.12

Sales Tax	\$ 141,591.85
Total	\$1,763,974.97

The original contract amount for this project was \$1,558,768.87. The final construction cost increased by \$205,206.10, representing a 13.2% overage. This increase was primarily due to unforeseen conditions that required additional work to safely gain access to Tower 5. These conditions were not identifiable during the design phase and necessitated changes during construction to complete the project as intended.

This project had a 5% Apprenticeship Utilization Goal, which the contractor exceeded. The breakdown is shown below:

Total Project Hours	9,772
Apprenticeship Goal	5%
Apprenticeship Hours Required	489
Apprenticeship Hours Worked	814
Total Incentive Paid	\$6,000

Advantage(s)

Increases resilience by extending useful life of water storage structures with a multi-layered coating system.

Challenge(s)

Temporary traffic disturbances, noise, and inconvenience to neighboring properties unavoidable during construction.

Budget Impact

Project funding is included in the 2025-26 Water Capital Adopted Budget.

Prior Council Review

Bid Award, Staff Report 155-24 - August 19, 2024.

Action Requested

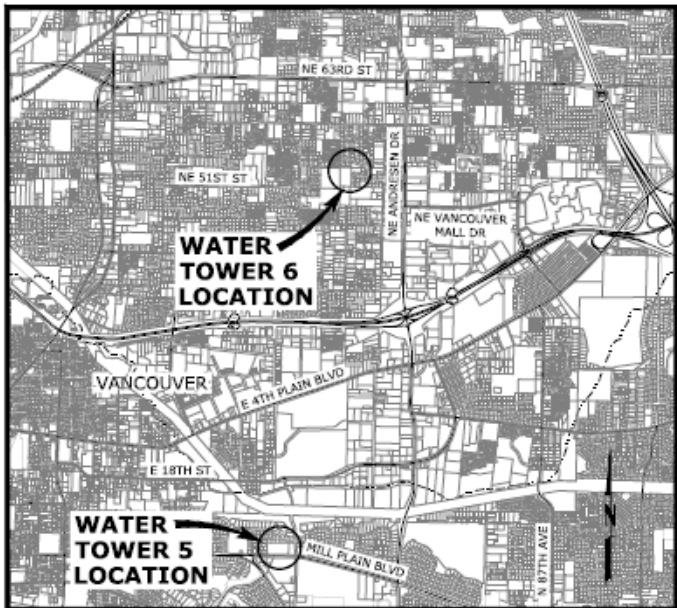
On Monday, February 23, 2026 accept the facilities constructed by F.D. Thomas, Inc. and authorize release of the contractor's retainage, subject to receipt of all documentation required by law.

Staff Contact

Patrick Craney, Water Resource Engineer, Mehrin Selimgir, Water Engineering Manager, patrick.craney@cityofvancouver.us, Mehrin.Selimgir@cityofvancouver.us

Attachments:

1. Vicinity Map



VICINITY MAP

SCALE: 1"=2,000'

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Staff Report: 029-26

To: Mayor and City Council
From: City Manager
Date: February 23, 2026

Subject

Contract Award — Cascade Fire Equipment Corp for Purchasing and Customizing Tractor-Drawn Aerial Ladder Trucks - C-102137

Key Points

- The City would contract with Cascade Fire Equipment Corp. for building custom tractor-drawn aerial ladder trucks.
- Purchases from this contract would exceed the City's \$300,000 purchasing threshold before Council approval is necessary.
- This contract would be in effect for five years, expiring in 2031.

Strategic Plan Alignment

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

Present Situation

The City's last contract for building custom ladder trucks was with Cascade Fire Equipment Corp. and expired February 10, 2025. After a competitive bidding process (RFP #53-25), Fleet Services again selected Cascade Fire Equipment Corp. for award of a new five-year contract. The time it takes to manufacture a tractor-drawn aerial truck is approximately 1600 calendar days (over 4 years). As such, placing orders in a timely manner will be crucial. The City currently plans to purchase two ladder trucks from this contract: one due in 2026 and another in 2028. The proposed \$5.5 million contract would be for five years.

Advantage(s)

1. The vehicle construction and customization that would be done through this contract matches current Vancouver Fire Department standards.
2. The City has successfully contracted with this vendor for the past five years to provide Fire Department vehicle maintenance and repairs that help the City meet the operational needs of our Fire Department.

Challenge(s)

None

Budget Impact

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

Prior Council Review

None

Action Requested

On Monday, February 23, 2026, authorize the City Manager or designee to finalize and execute a contract for up to \$5,500,000 with Cascade Fire Equipment Corp to purchase and customize tractor-drawn aerial ladder trucks.

Staff Contact

Jacob Mahan, Senior Management Analyst, jacob.mahan@cityofvancouver.us

Attachments:

1. PO Sample
2. RFP 53-25 VFD Custom Tractor Drawn Aerial Ladder Truck contract
3. C-102137 WD



CITY OF VANCOUVER
Procurement Services
 (360) 487-8430
 procurement.services@cityofvancouver.us
 www.cityofvancouver.us
 Federal Tax ID No. 91-6001288

Purchase Order #: PO-73351
Revision #: 0
Effective Date: 12/16/25
Contract #: C-91441

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

Cascade Fire Equipment Corp
 PO BOX 51
 Kirkland, WA 98083

Submit Invoice To:

City of Vancouver
 Jacob Mahan
 PO Box 1995
 Vancouver, WA 98668
 Jacob.Mahan@cityofvancouver.us
 accpay@cityofvancouver.us

Ship To:

City of Vancouver
Jacob Mahan
 Op. Center - Fleet Services
 4111 E. Fourth Plain Blvd
 Vancouver, WA 98661

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

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

Line #	Line Description	Qty	UOM	Unit Price	Tax	Amount
1	ONE KME SEVER SERVICE CUSTOM NUMBER TO REPLACE APP-58. QUOTE BASED ON CONTRACT C-91441.	1	Each	895,584.00	78,811.39	895,584.00
Subtotal:						\$895,584.00
Tax:						\$78,811.39
Total:						\$974,395.39

Note to Supplier

Acceptance of this purchase order shall bind the Contractor to the City's terms and conditions, which can be reviewed at <https://www.cityofvancouver.us/business/procurement-services/#terms>. No other agreement shall modify said terms and conditions, unless a Contract Number is listed on the first page of the purchase order, in which case, the Supplier Contract terms shall govern in the event of any conflict with the City's terms and conditions.



**CITY OF VANCOUVER
PURCHASE AGREEMENT C-102137
VFD CUSTOM TRACTOR DRAWN AERIAL LADDER TRUCK**

This agreement for the purchase of commodities (hereinafter referred to as the “Agreement”) is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington, WA (hereinafter referred to as the "City") and Cascade Fire Equipment Corp., DBA SeaWestern Emergency Vehicles (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the “parties” or individually as a “party”.

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

WHEREAS, the City advertised and issued Request for Proposals, numbered 53-25 (hereinafter referred to as the “solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor be capable of providing the required commodities; and

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

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

1. **STATEMENT OF WORK:** The Contractor agrees to undertake the assembly and delivery of custom tractor drawn aerial ladder trucks per RFP 53-25, truck specifications, and as further described in the City’s solicitation, and the Contractor’s responsive proposal to the City’s solicitation, (collectively referred to herein as the “work”) which are each incorporated herein by this reference, and made a part of this Agreement as if fully set forth herein.
2. **TERM OF AGREEMENT:** The term of this Agreement shall commence on February 24, 2026 and continue until February 23, 2031, The maximum term for this Agreement is five (5) years.
3. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; the Contractor’s responsive proposal to the City’s solicitation and the City’s solicitation.

4. **GENERAL REQUIREMENTS:** The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Vancouver City Charter, the Vancouver Municipal Code (VMC), and ordinance of the City of Vancouver; and rules, regulations, orders, and directives of their respective administrative agencies and officers.
5. **PURCHASE ORDER:** Purchases will be authorized via valid Purchase Orders. Purchases shall correspond with the Purchase Order; any unauthorized advance or excess order is returnable at Contractor's expense.
6. **ORDER QUANTITY:** This is an as-needed Agreement; orders will be placed with Contractor via signed Purchase Orders on an as-needed basis. The City is not obligated to any minimum or maximum quantities under this Agreement.
7. **PRICES:** The applicable prices are set forth herein and must be valid for one year from the effective date of this Agreement. Price adjustments may be requested for consideration each year thereafter; the City, at its sole discretion, may approve that request. Request for price increases shall be supported by the applicable Producer Price Index for the Seattle-Tacoma-Bremerton area for the immediate, previous four (4) quarters.
8. **SUBCONTRACTING:** *The City does not permit subcontractors for the work performed under this Agreement. The Contractor shall not subcontract for the performance of any work under this Agreement without prior written permission of the City.*
9. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.
10. **SCHEDULE:** Unless the City requests a change in schedule, the Contractor shall deliver the required commodities and any associated services by the "Delivery Date" stated on the signed purchase order.

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

11. **DELIVERY:** All costs referenced must be F.O.B. Vancouver, Washington, Prepaid and Allowed (freight included in the unit cost), prepaid with all transportation and handling charges paid by the Contractor. Responsibility and risk of loss or damage

shall remain with the Contractor until final inspection and acceptance when responsibility shall pass to the City except as to latent defects, fraud, and the Contractor's warranty obligations.

12. **PAYMENT:** Invoices will be paid at net thirty (30) days after the City's receipt and acceptance of the completed apparatus and associated services, provided that all appropriate information has been listed on the invoice and necessary forms have been submitted. Payment periods may be computed from either the date of delivery of all materials ordered, the completion of all services, or the date of receipt of a correct invoice, or the date the invoice is received in the Accounts Payable department, whichever date is later. No payment shall be due prior to the City's receipt and acceptance of the materials identified in the invoice thereof.
13. **TAXES:** The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Agreement; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Agreement, provided, however, that any taxes that apply directly to the sale, such as a state or local sales tax, shall be added to the purchase price set forth in the Purchase Order.
14. **ADJUSTMENTS:** The City at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.
15. **ASSIGNMENT:** This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party.
16. **WAIVER:** The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.
17. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.

- 18. OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.
- 19. PROPRIETARY AND CONFIDENTIAL INFORMATION:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the CONTRACTOR to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for information that CONTRACTOR has marked as “Proprietary and Confidential,” the City shall notify the CONTRACTOR of such request and withhold disclosure of such information for not less than FIVE (5) business days, to permit the CONTRACTOR to seek judicial protection of such information, provided that the CONTRACTOR shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.
- 20. WARRANTIES:** All products and related services, except as specified below, shall be warranted against faulty workmanship and materials by the Contractor for a minimum period of one (1) year from the date of acceptance by the City. Warranty shall include all costs incurred for repair or replacement except that which is damaged by misuse or abuse. This one (1) year warranty shall in no way affect normal extended or manufacturer’s warranty exceeding this one (1) year period. Contractor warrants that all goods and services furnished under this Agreement are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Agreement.
- 21. TERMINATION FOR CONVENIENCE:** The City may terminate this contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon “notice of termination” given by the City.
- 22. TERMINATION FOR CAUSE:** In the event the Supplier is, or has been, in violation of the terms of this Contract, including the Invitation to Bid, the Owner reserves the right, upon written notice to the Supplier, to cancel, terminate, or suspend this contract in whole or in part for default. Termination shall be effected by serving a notice of

termination on the Supplier setting forth the manner in which the Supplier is in default. The Supplier will be paid only the contract price for goods rendered in accordance with the manner of performance set forth in the Contract.

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

23. **OPPORTUNITY TO CURE:** The Owner at its sole discretion may in lieu of a termination allow the Supplier to cure the defect(s), by providing a “Notice to Cure” to Supplier setting forth the remedies sought by Owner and the deadline to accomplish the remedies. If the Supplier fails to remedy to the Owner’s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the Owner shall have the right to terminate the Contract without any further obligation to the Supplier. Any such termination for default shall not in any way operate to preclude the Owner from also pursuing all available remedies against the Supplier and it’s sureties for said breach or default, including but not limited to termination of this Contract for convenience.
24. **EVALUATION AND COMPLIANCE WITH THE LAW:** The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.
25. **CITY BUSINESS AND OCCUPATION LICENSE:** Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.
26. **LIABILITY AND HOLD HARMLESS:** Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent

even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

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

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

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$10,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
IV. Umbrella Liability	
Each Claim	\$1,000,000

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

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

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

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

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

For the City:
Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
Email: anna.vogel@cityofvancouver.us

For the Contractor:
Eric G. Hull
Cascade Fire Equipment Corp.
123 South Front Street
Yakima, WA 98901
Email: ehall@seawestern.com

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

29. **AMENDMENTS:** All changes to this Agreement, including changes to the statement of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.
30. **SCOPE OF AGREEMENT:** This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.
31. **RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.
32. **GOVERNING LAW/VENUE:** This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.
33. **COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

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

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Cascade Fire Equipment Corp.

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Anthony Glenn, Deputy City Clerk

Approved as to form:

City Attorney's Office



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

Contract #:	C-102137
Start Date:	Feb 24, 2026
End Date:	Feb 23, 2031
Total Contract Amount:	\$5,500,000.00

Cascade Fire Equipment Corp
PO BOX 51
Kirkland, WA 98083

Submit all invoices and questions to:

Jacob Mahan / Jacob.Mahan@cityofvancouver.us

Contract Overview

RFP 53-25 VFD Custom Tractor Drawn Aerial Ladder Truck. Contractor to provide custom tractor Drawn aerial ladder trucks built to specifications as described in the solicitation and Contractor's response. All purchases will be authorized with an approved Purchase Order. SR 26-100

Terms and Conditions

Visit our website at <https://www.cityofvancouver.us/business/procurement-services/#terms> to access either the general terms and conditions (Rev. 05/2017) or the Professional Services terms and conditions (Rev. 05/2017), which are applicable if there is no written contract.

Authorized Signature

Staff Report: 030-26

To: Mayor and City Council
From: City Manager
Date: February 23, 2026

Subject

Contract Award — Temporary Services Contracts - C-102169 / C-102164 / C-102163 / C-102168

Key Points

- The City will use these agreements to fill temporary employment needs over the next five years, including professional positions, clerical positions, and light industrial positions.
- Using four different providers that focus on sourcing different types of employees ensures the City can efficiently address temporary employment needs.
- These employment needs are temporary in nature and do not replace existing employee roles.
- The contract amounts differ because the City anticipates using certain agencies more frequently than other agencies.

Strategic Plan Alignment

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

Present Situation

The City regularly experiences the need for temporary employees to fill certain roles for limited durations. Employment agencies are well-suited to provide these types of employees to the City. Given the wide variety of temporary employees the City requires, it is in the City's best interest to contract with multiple employment agencies, to ensure it can efficiently address its temporary employment needs.

On August 15, 2025, a Request for Proposals (RFP 50-25) was issued by the City for temporary staffing services. Along with standard advertising, firms from the MRSC list, which include veteran-, minority-, and women-owned firms, were notified of the solicitation. The City received proposals from sixty-seven firms. Responses were evaluated on Approach and Understanding of the City's needs, Proposer's Capabilities and Qualifications and Cost Proposal. Based on their proposals and high scores, four firms were selected: Northwest Staffing, 22nd Century Technologies, Impact Recruiting and Boly:Welch.

The City expects to use two general staffing firms, Northwest Staffing and 22nd Century Technologies, more frequently than Impact Recruiting and Boly:Welch. Northwest Staffing and 22nd Century will supply general staffing positions for expertise such as administrative assistance, accounts payable, customer service, and legal support. They will also provide light industrial positions such as maintenance workers, construction, landscapers, parking maintenance and engineering technicians. Impact Recruiting and Boly:Welch will provide professional level staffing for positions in Human Resources and Finance. Therefore, the City requests higher dollar amounts for the general staffing agreements. These dollar amounts are anticipated to cover the City's temporary hiring needs over the next five years. Importantly, these temporary placements do not replace

existing employees. Instead, these temporary employees fill gaps that may arise from time to time to ensure the City can continue providing services as expected by those it serves.

Advantage(s)

- Entering multiple general and specialty temporary employment agency agreements accelerates the City's ability to source temporary staffing flexibly and efficiently as those needs arise.
- Contracting for five years with a higher not-to-exceed amount reduces the need to amend contracts throughout the contract lifecycle for an ongoing City need.
- These contracts will permit the City to source temporary employees on an as-needed basis, and no minimum expenditure on any contract is required.

Challenge(s)

It's important to note that these contracts are for temporary employees and are not intended to replace regular City employment positions. Planned and unforeseen absences, retirements, and certain City work may require short-term staff augmentation to ensure the City can continue to function as expected by those it serves.

Budget Impact

Typically, temporary placements occur when there are vacancies due to planned and unforeseen absences or retirements and costs are often covered by salary savings. Additionally, many departments have temporary services budgets to pay for staff augmentation. Therefore, the City does not anticipate that leveraging these agreements will significantly impact its overall expenditures over the next five years.

Prior Council Review

None

Action Requested

On Monday, February 23, 2026, authorize the City Manager, or designee, to finalize and execute four temporary employment services agency agreements between the City of Vancouver and Northwest Staffing (\$4,000,000), 22nd Century Technologies (\$2,000,000), Impact Recruiting (\$500,000), and Boly:Welch (\$500,000) for a total amount not to exceed \$7,000,000 allocated between the four service providers.

Staff Contact

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

Attachments:

1. Services Contract - C-102164 final
2. Services Contract - C-102163 final
3. Services Contract - C-102168 final
4. Services Contract - C-102169 final



**CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-102164
TEMPORARY STAFFING SERVICES**

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

RECITALS

- A. The City desires to engage the Contractor to perform Services as described in this Agreement; and
- B. The City advertised and issued a request for proposals, numbered RFP 50-25 (“Solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor capable of performing the required Services.

AGREEMENT

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

- 1. SCOPE OF SERVICES:** The Contractor agrees to provide the City with all services and materials provided in the Scope of Services, attached as Exhibit A, and in the City’s Solicitation, if any, and the Contractor’s responsive proposal to the City’s Solicitation, if any (the “Services”). Contractor shall obtain City Project Manager’s written approval prior to starting the Services.
- 2. COMPENSATION:** Payment to the Contractor for the Services described in this Agreement shall not exceed \$500,000.00 USD.

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

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

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

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

- 4. TERM OF AGREEMENT:** The term of this Agreement begins on March 1, 2026 and continues until February 28, 2031. The total term shall not exceed five years.

5. CITY DATA; DATA SECURITY

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

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

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

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

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

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

6. DELIVERABLES - INTELLECTUAL PROPERTY Contractor may create documents or other work product in connection with providing the Services (“Deliverables”). Contractor assigns and will assign to City all right, title, and interest in and to any Deliverables it creates in connection with providing the Services. Contractor may

retain a copy of any Deliverable for its internal business purposes. Contractor's know-how, methodologies and processes are Contractor intellectual property. Contractor grants City a perpetual, irrevocable, royalty-free, worldwide license to use all Contractor intellectual property in connection with the Deliverables for any City purpose.

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

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

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

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

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

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

9. STANDARD OF CARE: Contractor shall exercise the degree of skill and diligence normally employed by consultants in the same industry, performing the same or

similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

- 10. DISPUTE RESOLUTION:** City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.
- 11. TERMINATION FOR CONVENIENCE:** City may terminate this Agreement at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.
- 12. TERMINATION FOR MATERIAL BREACH:** If Contractor materially breaches by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule, or ordinance applicable to this Agreement, or becomes insolvent or declares bankruptcy, or makes an assignment for the benefit of creditors, Contractor shall not be entitled to receive any further payments under the Agreement until the Services are completed to City's satisfaction. City may provide Contractor a cure period in its sole discretion or may terminate the Agreement and, at City's option, obtain performance of the Services elsewhere.
- 13. INDEMNIFICATION:** Contractor shall indemnify, defend, and hold harmless City and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any claim, liability, loss, cost, expense, suit, and damages, including attorney's fees and consulting fees relating to (a) a third party claim for intellectual property infringement relating to the Contractor's Services or the Deliverables; (b) Contractor's negligence or willful misconduct; (c) Contractor's material breach of the Agreement; (d) Contractor's non-compliance with applicable law; (e) a third-party Washington Public Records Act claim involving Contractor information; and (f) Contractor's court action to enjoin release of Contractor information under the Washington Public Records Act.

City will promptly notify Contractor of a claim under this Section 13 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will

have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing.

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

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

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

Contractor shall maintain the following insurance coverage.

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

Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
IV. Umbrella Liability	
	\$5,000,000

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

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

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

15. RELATIONSHIP OF THE PARTIES. The relationship of the Parties under this Agreement is that of independent contractors. Contractor is solely responsible for the manner, method, and means of providing the Services. Contractor and its employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Contractor will pay all Contractor personnel and pay all

taxes, contributions, and benefits that may be required related to its personnel. Neither Party may bind the other except as expressly stated in this Agreement.

- 16. SUBCONTRACTING:** Contractor may subcontract for Services with City's prior written approval in its sole discretion. Contractor is solely responsible for its subcontractors' compliance with this Agreement and will pass through the terms of this Agreement to all subcontractors.
- 17. COMPLIANCE WITH APPLICABLE LAW:** Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations ("Applicable Laws"). Contractor shall modify the Services as necessary to comply with Applicable Laws.
- 18. E-VERIFY:** Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any subcontractors assigned to perform Services under this Agreement are eligible to work in the United States. Contractor shall provide compliance verification upon City's request.
- 19. TITLE VI COMPLIANCE:** Depending on the Services Contractor provides, the City may use federal funds to compensate Contractor. If federal funds are used, the City, Contractor, and any approved subcontractor must comply with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) (CRA) and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28 (1988) (CRRRA). Contractor must confirm with City whether Title VI is applicable under this Agreement.
- 20. EQUAL EMPLOYMENT OPPORTUNITY:** The City is an equal opportunity employer. Contractor shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, citizenship or immigration status, age (40 or older), the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, genetic information, honorably discharged veteran or military status, or any other class protected by federal, state, or local employment discrimination laws.

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

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

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

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

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

For the City:
Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
Email: anna.vogel@cityofvancouver.us

For the Contractor:
Eileen Crosby
Boly/Welch, Inc.
1907 NE Liberty St
Portland, OR 97024
Email: eileen@bolywelch.com

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Boyl/Welch, Inc.

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Anthony Glenn, Deputy City Clerk

Approved as to form:

City Attorney's Office

EXHIBIT "A":
Scope of Work

Contractor to provide temporary staffing services on an on-call, as-needed, and occasionally on-going basis for:

- Category 3: Professional Level Positions – Human Resources
- Category 4: Professional Level Positions – Finance

1. Benefits: It shall be the Contractor's responsibility to provide health, life and all standard insurance, normally given to agency employees for the duration of this contract. All benefits with regard to sick leave, vacation, and/or emergency leave shall be paid by the agency.
2. Minimum Wage: Contractor shall comply with all Washington State and federal minimum wage laws in the payment of wages to agency employees placed in temporary positions with the City.
3. Holidays: Holidays given to full-time City employees will not constitute services rendered by the agency for that particular holiday. It will be the Contractor's responsibility to pay for all holidays earned by agency employees.
4. Assignments: The City is not under any obligation to fill vacancies with staff from Contractor. The City, at its sole discretion, may select augmented staff from any available source.
5. Continuity of Service: It shall be the Contractor's responsibility to ensure continuity. Should an employee be absent for a specific contract period, it shall be the Contractor's responsibility to replace the employee who is absent, at no additional cost to the City.
6. Billing: Contractor shall provide any City Department utilizing services with accurate, concise and timely invoices. Contractor employees placed with the City must submit timesheets to the agency within seventy-two (72) hours after end of the most recent work week. Original invoices shall be billed to the City within five (5) working days after the seventy-two (72) hour deadline. Corrections to timesheets shall be invoiced within five (5) working days after notification of the error.

7. Changes: The City may make changes within the general scope of this order by giving notice to the Contractor and subsequently confirming such changes in writing. No changes by the Contractor shall be recognized without written approval of the City.
8. Policies/Procedures: Contractor agrees that all employees providing direct services to the City will adhere to the City's Operating Principles, values and comply with its employment policies.
9. Personnel Rules and Policies: Contractor may be asked to provide copies of its personnel rules and policies as necessary to ensure compliance with all local, state and federal laws, regulations, guidelines, policies, and provisions governing this contract.
10. Testing and Background Processes: Contractor shall provide copies of their tests, background checks and other selection criteria/procedures being used or proposed to be used and shall hold the City harmless from any claims or litigation derived from the testing and/or selection criteria done by the agency. Contractor will also implement/follow any necessary procedures to fulfill certain position requirements such as, but not limited to, the following: driving record check, bonding, criminal history checks, credit checks, and special licensing or certification requirements, at no additional cost to the City. If applicable, Contractor will provide the City's hiring supervisor with a copy of the employee's valid driver's license, if required for the job, prior to placement with the City. These requirements will be in process no later than one business day after the request has been made and completed in a timely manner.
11. Performance Monitoring: Contractor will agree to monitor employee's performance. Contractor shall contact the hiring City supervisor no less frequently than monthly to monitor the temporary employee's performance. Contractor will agree to provide all employee performance and reference information at the City's request. Contractor agrees to assist and support the City with any official inquiry, regardless of the nature of the inquiry, into a complaint/incident which may involve the Contractor's employee. Contractor further agrees that documentation created in relation to any inquiry by the Contractor or their employee will be shared with the City.

12. Expenses: Expenses incurred by the City due to negligence by a Contractor employee will be billed back to the agency for reimbursement.
13. Continuing Employment: The intent of this contract is for the provision of staff augmentation services by Contractor to the City. The City has no obligation to employ the Contractor's employee on a full-time basis, nor is any portion of the contract between Contractor and its employee incorporated in any way into the contract between the City and Contractor.
14. Placement Fee: In the event that an employee is hired into a regular City position, no placement fee will be charged by the Contractor, provided that the employee has been placed with the City for at least thirty calendar days.
15. Transition: Upon completion or termination of the contract between the City and the Contractor, the parties will coordinate the transition of the employees currently assigned to the City to successfully awarded Agency, if different. The intent is to have the transition complete within 90 days of contract award.
16. Failure to Comply: Failure to provide qualified applicants, to adhere to reporting requirements, or to comply with other provisions of this solicitation may result in cancellation of the contract.
17. Account Representation: Due to the unique needs of each City department, Contractor will work with specified department representatives to better understand and better serve the needs of each department.

**EXHIBIT "B":
Fee Schedule**

Contracted hourly employee time will be billed in quarter-of-an-hour increments, rounded up to the nearest quarter hours (e.g., fifty [50] minutes of work shall be billed as one billable hours; 1 hour and ten minutes of work shall be billed as 1.25 billable hours, etc.) Contract Temporary employees complete electronic timecards weekly for each Monday through Sunday pay period and submit them to Boly:Welch offices via portal after signature from their client supervisor.

Weekly invoicing from Boly:Welch to the client will be itemized and reflect the detail of work performed for the amount requested; it will may be mailed or sent electronically as best fits the clients internal processes. Invoices will include date; contract and work order number; date or range of dates worked; number of hours worked, or portions of hours worked, by name and title or by title alone, with a brief description of activities (exactly matching the titles contained in the "hourly fee schedule" in the Contract or in the approved Work Order); billing rate applied (not exceeding the rates listed in the "hourly fee schedule" in the contract or in an approved Work Order; and any approved reimbursable expenses. Reimbursements rates will be billed at cost, plus a 10% markup.

LEVEL OF SERVICE	AGENCY HOURLY RANGE	AGENCY REGULAR MARK-UP	PAYROLL SERVICE (#8)
Human Resources	\$35-\$38/hr	65%	29%
Finance	\$35-\$37/hr	65%	29%



**CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-102163
TEMPORARY STAFFING SERVICES**

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

RECITALS

- A. The City desires to engage the Contractor to perform Services as described in this Agreement; and
- B. The City advertised and issued a request for proposals, numbered RFP 50-25 (“Solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor capable of performing the required Services.

AGREEMENT

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

- 1. SCOPE OF SERVICES:** The Contractor agrees to provide the City with all services and materials provided in the Scope of Services, attached as Exhibit A, and in the City’s Solicitation, if any, and the Contractor’s responsive proposal to the City’s Solicitation, if any (the “Services”). Contractor shall obtain City Project Manager’s written approval prior to starting the Services.
- 2. COMPENSATION:** Payment to the Contractor for the Services described in this Agreement shall not exceed \$500,000.00 USD.

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

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

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

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

- 4. TERM OF AGREEMENT:** The term of this Agreement begins on March 1, 2026 and continues until February 28, 2031. The total term shall not exceed five years.

5. CITY DATA; DATA SECURITY

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

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

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

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

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

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

6. DELIVERABLES - INTELLECTUAL PROPERTY Contractor may create documents or other work product in connection with providing the Services (“Deliverables”). Contractor assigns and will assign to City all right, title, and interest in and to any Deliverables it creates in connection with providing the Services. Contractor may

retain a copy of any Deliverable for its internal business purposes. Contractor's know-how, methodologies and processes are Contractor intellectual property. Contractor grants City a perpetual, irrevocable, royalty-free, worldwide license to use all Contractor intellectual property in connection with the Deliverables for any City purpose.

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

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

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

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

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

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

9. STANDARD OF CARE: Contractor shall exercise the degree of skill and diligence normally employed by consultants in the same industry, performing the same or

similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

- 10. DISPUTE RESOLUTION:** City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.
- 11. TERMINATION FOR CONVENIENCE:** City may terminate this Agreement at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.
- 12. TERMINATION FOR MATERIAL BREACH:** If Contractor materially breaches by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule, or ordinance applicable to this Agreement, or becomes insolvent or declares bankruptcy, or makes an assignment for the benefit of creditors, Contractor shall not be entitled to receive any further payments under the Agreement until the Services are completed to City's satisfaction. City may provide Contractor a cure period in its sole discretion or may terminate the Agreement and, at City's option, obtain performance of the Services elsewhere.
- 13. INDEMNIFICATION:** Contractor shall indemnify, defend, and hold harmless City and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any claim, liability, loss, cost, expense, suit, and damages, including attorney's fees and consulting fees relating to (a) a third party claim for intellectual property infringement relating to the Contractor's Services or the Deliverables; (b) Contractor's negligence or willful misconduct; (c) Contractor's material breach of the Agreement; (d) Contractor's non-compliance with applicable law; (e) a third-party Washington Public Records Act claim involving Contractor information; and (f) Contractor's court action to enjoin release of Contractor information under the Washington Public Records Act.

City will promptly notify Contractor of a claim under this Section 13 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will

have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing.

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

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

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

Contractor shall maintain the following insurance coverage.

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

Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
IV. Umbrella Liability	
	\$5,000,000

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

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

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

15. RELATIONSHIP OF THE PARTIES. The relationship of the Parties under this Agreement is that of independent contractors. Contractor is solely responsible for the manner, method, and means of providing the Services. Contractor and its employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Contractor will pay all Contractor personnel and pay all

taxes, contributions, and benefits that may be required related to its personnel. Neither Party may bind the other except as expressly stated in this Agreement.

- 16. SUBCONTRACTING:** Contractor may subcontract for Services with City's prior written approval in its sole discretion. Contractor is solely responsible for its subcontractors' compliance with this Agreement and will pass through the terms of this Agreement to all subcontractors.
- 17. COMPLIANCE WITH APPLICABLE LAW:** Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations ("Applicable Laws"). Contractor shall modify the Services as necessary to comply with Applicable Laws.
- 18. E-VERIFY:** Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any subcontractors assigned to perform Services under this Agreement are eligible to work in the United States. Contractor shall provide compliance verification upon City's request.
- 19. TITLE VI COMPLIANCE:** Depending on the Services Contractor provides, the City may use federal funds to compensate Contractor. If federal funds are used, the City, Contractor, and any approved subcontractor must comply with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) (CRA) and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28 (1988) (CRRRA). Contractor must confirm with City whether Title VI is applicable under this Agreement.
- 20. EQUAL EMPLOYMENT OPPORTUNITY:** The City is an equal opportunity employer. Contractor shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, citizenship or immigration status, age (40 or older), the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, genetic information, honorably discharged veteran or military status, or any other class protected by federal, state, or local employment discrimination laws.

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

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

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

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

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

For the City:
Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
Email: anna.vogel@cityofvancouver.us

For the Contractor:
Dave Fitzsimons
Impact Recruiting LLC
9115 SW Oleson Rd, Ste 204
Tigard, OR 97223
Email: dave@impactrecruiting-pdx.com

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Impact Recruiting LLC

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Anthony Glenn, Deputy City Clerk

Approved as to form:

City Attorney's Office

EXHIBIT "A":
Scope of Work

Contractor to provide temporary staffing services on an on-call, as-needed, and occasionally on-going basis for:

- Category 3: Professional Level Positions – Human Resources
- Category 4: Professional Level Positions – Finance

1. Benefits: It shall be the Contractor's responsibility to provide health, life and all standard insurance, normally given to agency employees for the duration of this contract. All benefits with regard to sick leave, vacation, and/or emergency leave shall be paid by the agency.
2. Minimum Wage: Contractor shall comply with all Washington State and federal minimum wage laws in the payment of wages to agency employees placed in temporary positions with the City.
3. Holidays: Holidays given to full-time City employees will not constitute services rendered by the agency for that particular holiday. It will be the Contractor's responsibility to pay for all holidays earned by agency employees.
4. Assignments: The City is not under any obligation to fill vacancies with staff from Contractor. The City, at its sole discretion, may select augmented staff from any available source.
5. Continuity of Service: It shall be the Contractor's responsibility to ensure continuity. Should an employee be absent for a specific contract period, it shall be the Contractor's responsibility to replace the employee who is absent, at no additional cost to the City.
6. Billing: Contractor shall provide any City Department utilizing services with accurate, concise and timely invoices. Contractor employees placed with the City must submit timesheets to the agency within seventy-two (72) hours after end of the most recent work week. Original invoices shall be billed to the City within five (5) working days after the seventy-two (72) hour deadline. Corrections to timesheets shall be invoiced within five (5) working days after notification of the error.

7. Changes: The City may make changes within the general scope of this order by giving notice to the Contractor and subsequently confirming such changes in writing. No changes by the Contractor shall be recognized without written approval of the City.
8. Policies/Procedures: Contractor agrees that all employees providing direct services to the City will adhere to the City's Operating Principles, values and comply with its employment policies.
9. Personnel Rules and Policies: Contractor may be asked to provide copies of its personnel rules and policies as necessary to ensure compliance with all local, state and federal laws, regulations, guidelines, policies, and provisions governing this contract.
10. Testing and Background Processes: Contractor shall provide copies of their tests, background checks and other selection criteria/procedures being used or proposed to be used and shall hold the City harmless from any claims or litigation derived from the testing and/or selection criteria done by the agency. Contractor will also implement/follow any necessary procedures to fulfill certain position requirements such as, but not limited to, the following: driving record check, bonding, criminal history checks, credit checks, and special licensing or certification requirements, at no additional cost to the City. If applicable, Contractor will provide the City's hiring supervisor with a copy of the employee's valid driver's license, if required for the job, prior to placement with the City. These requirements will be in process no later than one business day after the request has been made and completed in a timely manner.
11. Performance Monitoring: Contractor will agree to monitor employee's performance. Contractor shall contact the hiring City supervisor no less frequently than monthly to monitor the temporary employee's performance. Contractor will agree to provide all employee performance and reference information at the City's request. Contractor agrees to assist and support the City with any official inquiry, regardless of the nature of the inquiry, into a complaint/incident which may involve the Contractor's employee. Contractor further agrees that documentation created in relation to any inquiry by the Contractor or their employee will be shared with the City.

12. Expenses: Expenses incurred by the City due to negligence by a Contractor employee will be billed back to the agency for reimbursement.
13. Continuing Employment: The intent of this contract is for the provision of staff augmentation services by Contractor to the City. The City has no obligation to employ the Contractor's employee on a full-time basis, nor is any portion of the contract between Contractor and its employee incorporated in any way into the contract between the City and Contractor.
14. Placement Fee: In the event that an employee is hired into a regular City position, no placement fee will be charged by the Contractor, provided that the employee has been placed with the City for at least thirty calendar days.
15. Transition: Upon completion or termination of the contract between the City and the Contractor, the parties will coordinate the transition of the employees currently assigned to the City to successfully awarded Agency, if different. The intent is to have the transition complete within 90 days of contract award.
16. Failure to Comply: Failure to provide qualified applicants, to adhere to reporting requirements, or to comply with other provisions of this solicitation may result in cancellation of the contract.
17. Account Representation: Due to the unique needs of each City department, Contractor will work with specified department representatives to better understand and better serve the needs of each department.

EXHIBIT "B":
Fee Schedule

All rates are fully burdened and inclusive of taxes, benefits, workers' compensation, unemployment insurance, and administrative overhead.

LEVEL OF SERVICE	AGENCY HOURLY RANGE	AGENCY REGULAR MARK-UP	PAYROLL SERVICE
Human Resources	\$25.00 - \$40.00	65%	50%
Finance	\$30.00 - \$65.00	65%	50%



**CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-102168
TEMPORARY STAFFING SERVICES**

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

RECITALS

- A. The City desires to engage the Contractor to perform Services as described in this Agreement; and
- B. The City advertised and issued a request for proposals, numbered RFP 50-25 (“Solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor capable of performing the required Services.

AGREEMENT

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

- 1. SCOPE OF SERVICES:** The Contractor agrees to provide the City with all services and materials provided in the Scope of Services, attached as Exhibit A, and in the City’s Solicitation, if any, and the Contractor’s responsive proposal to the City’s Solicitation, if any (the “Services”). Contractor shall obtain City Project Manager’s written approval prior to starting the Services.
- 2. COMPENSATION:** Payment to the Contractor for the Services described in this Agreement shall not exceed \$4,000,000.00USD.

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

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

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

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

- 4. TERM OF AGREEMENT:** The term of this Agreement begins on March 1, 2026, and continues until February 28, 2031. The total term shall not exceed five years.

5. CITY DATA; DATA SECURITY

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

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

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

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

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

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

6. DELIVERABLES - INTELLECTUAL PROPERTY Contractor may create documents or other work product in connection with providing the Services (“Deliverables”). Contractor assigns and will assign to City all right, title, and interest in and to any Deliverables it creates in connection with providing the Services. Contractor may

retain a copy of any Deliverable for its internal business purposes. Contractor's know-how, methodologies and processes are Contractor intellectual property. Contractor grants City a perpetual, irrevocable, royalty-free, worldwide license to use all Contractor intellectual property in connection with the Deliverables for any City purpose.

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

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

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

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

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

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

9. STANDARD OF CARE: Contractor shall exercise the degree of skill and diligence normally employed by consultants in the same industry, performing the same or

similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

- 10. DISPUTE RESOLUTION:** City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.
- 11. TERMINATION FOR CONVENIENCE:** City may terminate this Agreement at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.
- 12. TERMINATION FOR MATERIAL BREACH:** If Contractor materially breaches by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule, or ordinance applicable to this Agreement, or becomes insolvent or declares bankruptcy, or makes an assignment for the benefit of creditors, Contractor shall not be entitled to receive any further payments under the Agreement until the Services are completed to City's satisfaction. City may provide Contractor a cure period in its sole discretion or may terminate the Agreement and, at City's option, obtain performance of the Services elsewhere.
- 13. INDEMNIFICATION:** Contractor shall indemnify, defend, and hold harmless City and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any claim, liability, loss, cost, expense, suit, and damages, including attorney's fees and consulting fees relating to (a) a third party claim for intellectual property infringement relating to the Contractor's Services or the Deliverables; (b) Contractor's negligence or willful misconduct; (c) Contractor's material breach of the Agreement; (d) Contractor's non-compliance with applicable law; (e) a third-party Washington Public Records Act claim involving Contractor information; and (f) Contractor's court action to enjoin release of Contractor information under the Washington Public Records Act.

City will promptly notify Contractor of a claim under this Section 13 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will

have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing.

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

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

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

Contractor shall maintain the following insurance coverage.

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

Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
IV. Umbrella Liability	
	\$5,000,000

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

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

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

15. RELATIONSHIP OF THE PARTIES. The relationship of the Parties under this Agreement is that of independent contractors. Contractor is solely responsible for the manner, method, and means of providing the Services. Contractor and its employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Contractor will pay all Contractor personnel and pay all

taxes, contributions, and benefits that may be required related to its personnel. Neither Party may bind the other except as expressly stated in this Agreement.

- 16. SUBCONTRACTING:** Contractor may subcontract for Services with City's prior written approval in its sole discretion. Contractor is solely responsible for its subcontractors' compliance with this Agreement and will pass through the terms of this Agreement to all subcontractors.
- 17. COMPLIANCE WITH APPLICABLE LAW:** Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations ("Applicable Laws"). Contractor shall modify the Services as necessary to comply with Applicable Laws.
- 18. E-VERIFY:** Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any subcontractors assigned to perform Services under this Agreement are eligible to work in the United States. Contractor shall provide compliance verification upon City's request.
- 19. TITLE VI COMPLIANCE:** Depending on the Services Contractor provides, the City may use federal funds to compensate Contractor. If federal funds are used, the City, Contractor, and any approved subcontractor must comply with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) (CRA) and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28 (1988) (CRRRA). Contractor must confirm with City whether Title VI is applicable under this Agreement.
- 20. EQUAL EMPLOYMENT OPPORTUNITY:** The City is an equal opportunity employer. Contractor shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, citizenship or immigration status, age (40 or older), the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, genetic information, honorably discharged veteran or military status, or any other class protected by federal, state, or local employment discrimination laws.

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

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

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

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

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

For the City:
Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
Email: anna.vogel@cityofvancouver.us

For the Contractor:
Mikey Ford
Northwest Staffing Resources
700 Washington St, Suite 601
Vancouver, WA 98660
Email: mford@nwstaffing.com

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Northwest Staffing Resources, Inc.

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Anthony Glenn, Deputy City Clerk

Approved as to form:

City Attorney's Office

EXHIBIT "A":
Scope of Work

Contractor to provide temporary staffing services on an on-call, as-needed, and occasionally on-going basis for:

- Category 1: Clerical, technical, professional positions
- Category 2: Light industrial

1. Benefits: It shall be the Contractor's responsibility to provide health, life and all standard insurance, normally given to agency employees for the duration of this contract. All benefits with regard to sick leave, vacation, and/or emergency leave shall be paid by the agency.
2. Minimum Wage: Contractor shall comply with all Washington State and federal minimum wage laws in the payment of wages to agency employees placed in temporary positions with the City.
3. Holidays: Holidays given to full-time City employees will not constitute services rendered by the agency for that particular holiday. It will be the Contractor's responsibility to pay for all holidays earned by agency employees.
4. Experience/Qualifications: In response to the City's request for staffing, Contractor shall supply personnel with qualifications and/or experience as outlined by the hiring manager and/or the job descriptions on file with the City. Contractor shall administer relevant screening processes to assess competency levels as they relate to the job descriptions and/or outlined in the job order. However, this requirement may be waived or amended based on scope of job duties being performed and/or based on the specific job order. In addition, if the City is not completely satisfied with Contractor's selection and Contractor is notified of such within four hours, a replacement will be sent and the City will not be charged for the original eight hours.
5. On-Call Requirements: For administrative support positions, Contractor must be able to provide qualified temporary staffing for immediate short term needs (less than one month) within twenty-four (24) hours of notification (unless additional testing processes and/or background checks are required by the City would prohibit adequate staffing within twenty four (24) hours). For assignments of more than one month, Contractor must be able to provide a diverse, qualified applicant

pool from which the City can interview and select a candidate to fit their needs within forty-eight (48) hours from time of request. The interview/selection process will be conducted at the City's discretion. City reserves the right to obtain the services from an alternate provider if these requirements are not met.

6. Termination: The City may reject or terminate any staff placed, without giving cause or notice, and Contractor will provide replacement staff within four (4) hours or as soon as available after notification of termination. Should the replacement staff also be unsatisfactory, the City reserves the right to obtain the services from an alternate provider.
7. Payroll Services: The City reserves the right to forward candidates to Contractor short term and long term assignment considerations (payrolled temporary employee). Candidates recruited by the City will be charged at a lower mark-up rate than candidates recruited by Contractor but will be required to complete and successfully pass all testing/screening processes outlined in this contract or by the agency.
8. Assignments: The City is not under any obligation to fill vacancies with staff from Contractor. The City, at its sole discretion, may select augmented staff from any available source.
9. Continuity of Service: It shall be the Contractor's responsibility to ensure continuity. Should an employee be absent for a specific contract period, it shall be the Contractor's responsibility to replace the employee who is absent, at no additional cost to the City.
10. Billing: Contractor shall provide any City Department utilizing services with accurate, concise and timely invoices. Contractor employees placed with the City must submit timesheets to the agency within seventy-two (72) hours after end of the most recent work week. Original invoices shall be billed to the City within five (5) working days after the seventy-two (72) hour deadline. Corrections to timesheets shall be invoiced within five (5) working days after notification of the error.
11. Changes: The City may make changes within the general scope of this order by giving notice to the Contractor and subsequently confirming such changes in writing. No changes by the Contractor shall be recognized without written approval of the City.

12. Policies/Procedures: Contractor agrees that all employees providing direct services to the City will adhere to the City's Operating Principles, values and comply with its employment policies.
13. Personnel Rules and Policies: Contractor may be asked to provide copies of its personnel rules and policies as necessary to ensure compliance with all local, state and federal laws, regulations, guidelines, policies, and provisions governing this contract.
14. Testing and Background Processes: Contractor shall provide copies of their tests, background checks and other selection criteria/procedures being used or proposed to be used and shall hold the City harmless from any claims or litigation derived from the testing and/or selection criteria done by the agency. Contractor will also implement/follow any necessary procedures to fulfill certain position requirements such as, but not limited to, the following: driving record check, bonding, criminal history checks, credit checks, and special licensing or certification requirements, at no additional cost to the City. If applicable, Contractor will provide the City's hiring supervisor with a copy of the employee's valid driver's license, if required for the job, prior to placement with the City. These requirements will be in process no later than one business day after the request has been made and completed in a timely manner.
15. Applicant Testing Processes: Contractor agrees to provide skills testing services on behalf of the City for individuals applying for regular employment with the City at a reduced rate if such services are offered.
16. Performance Monitoring: Contractor will agree to monitor employee's performance. Contractor shall contact the hiring City supervisor no less frequently than monthly to monitor the temporary employee's performance. Contractor will agree to provide all employee performance and reference information at the City's request. Contractor agrees to assist and support the City with any official inquiry, regardless of the nature of the inquiry, into a complaint/incident which may involve the Contractor's employee. Contractor further agrees that documentation created in relation to any inquiry by the Contractor or their employee will be shared with the City.

17. Expenses: Expenses incurred by the City due to negligence by a Contractor employee will be billed back to the agency for reimbursement.
18. Monthly Reporting Requirement: By the fifteenth of each month, Contractor will provide the City with a monthly usage report. The report must contain the following: employee name, reporting City department/supervisor, hourly wage, total hourly billing rate, job title, total monthly hours for a rolling twenty-four-month period, a designation of “agency hired” versus “Payrolled” employee. Contractor will provide the City with overall affirmative action statistics associated with the current labor providing services for the City. Additionally, Contractor will agree to supply any other information the City may need to monitor staffing utilization.
19. Continuing Employment: The intent of this contract is for the provision of staff augmentation services by Contractor to the City. The City has no obligation to employ the Contractor’s employee on a full-time basis, nor is any portion of the contract between Contractor and its employee incorporated in any way into the contract between the City and Contractor.
20. Placement Fee: In the event that an employee is hired into a regular City position, no placement fee will be charged by the Contractor, provided that the employee has been placed with the City for at least thirty calendar days.
21. Transition: Upon completion or termination of the contract between the City and the Contractor, the parties will coordinate the transition of the employees currently assigned to the City to successfully awarded Agency, if different. The intent is to have the transition complete within 90 days of contract award.
22. Failure to Comply: Failure to provide qualified applicants, to adhere to reporting requirements, or to comply with other provisions of this solicitation may result in cancellation of the contract.
23. Account Representation: Due to the unique needs of each City department, Contractor will work with specified department representatives to better understand and better serve the needs of each department.

EXHIBIT "B":
Fee Schedule

LEVEL OF SERVICE	AGENCY HOURLY RANGE	AGENCY REGULAR MARK-UP	PAYROLL SERVICE (#8)
Clerical	Regular Bill Rate Range: \$22.16-42.56 Employee Pay Range: \$16.66-32.00	33%	28%
Light industrial	Regular Bill Rate Range: \$24.32-43.80 Employee Pay Range: \$16.66-30.00	46%	40%



**CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-102169
TEMPORARY STAFFING SERVICES**

This Services Agreement (“Agreement”), effective on the date last signed below (the “Effective Date”) is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (“City”) and 22nd Century Technologies, Inc., a corporation organized under the laws of the State of Delaware (“Contractor”). The City and Contractor are collectively referred to as the “Parties” or individually as a “Party”.

RECITALS

- A. The City desires to engage the Contractor to perform Services as described in this Agreement; and
- B. The City advertised and issued a request for proposals, numbered RFP 50-25 (“Solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor capable of performing the required Services.

AGREEMENT

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

- 1. SCOPE OF SERVICES:** The Contractor agrees to provide the City with all services and materials provided in the Scope of Services, attached as Exhibit A, and in the City’s Solicitation, if any, and the Contractor’s responsive proposal to the City’s Solicitation, if any (the “Services”). Contractor shall obtain City Project Manager’s written approval prior to starting the Services.
- 2. COMPENSATION:** Payment to the Contractor for the Services described in this Agreement shall not exceed \$2,000,000.00 USD.

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

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

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

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

- 4. TERM OF AGREEMENT:** The term of this Agreement begins on March 1, 2026 and continues until February 28, 2031. The total term shall not exceed five years.

5. CITY DATA; DATA SECURITY

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

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

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

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

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

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

6. DELIVERABLES - INTELLECTUAL PROPERTY Contractor may create documents or other work product in connection with providing the Services (“Deliverables”). Contractor assigns and will assign to City all right, title, and interest in and to any Deliverables it creates in connection with providing the Services. Contractor may

retain a copy of any Deliverable for its internal business purposes. Contractor's know-how, methodologies and processes are Contractor intellectual property. Contractor grants City a perpetual, irrevocable, royalty-free, worldwide license to use all Contractor intellectual property in connection with the Deliverables for any City purpose.

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

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

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

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

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

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

9. STANDARD OF CARE: Contractor shall exercise the degree of skill and diligence normally employed by consultants in the same industry, performing the same or

similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

- 10. DISPUTE RESOLUTION:** City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.
- 11. TERMINATION FOR CONVENIENCE:** City may terminate this Agreement at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.
- 12. TERMINATION FOR MATERIAL BREACH:** If Contractor materially breaches by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule, or ordinance applicable to this Agreement, or becomes insolvent or declares bankruptcy, or makes an assignment for the benefit of creditors, Contractor shall not be entitled to receive any further payments under the Agreement until the Services are completed to City's satisfaction. City may provide Contractor a cure period in its sole discretion or may terminate the Agreement and, at City's option, obtain performance of the Services elsewhere.
- 13. INDEMNIFICATION:** Contractor shall indemnify, defend, and hold harmless City and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any claim, liability, loss, cost, expense, suit, and damages, including attorney's fees and consulting fees relating to (a) a third party claim for intellectual property infringement relating to the Contractor's Services or the Deliverables; (b) Contractor's negligence or willful misconduct; (c) Contractor's material breach of the Agreement; (d) Contractor's non-compliance with applicable law; (e) a third-party Washington Public Records Act claim involving Contractor information; and (f) Contractor's court action to enjoin release of Contractor information under the Washington Public Records Act.

City will promptly notify Contractor of a claim under this Section 13 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will

have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing.

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

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

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

Contractor shall maintain the following insurance coverage.

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

Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
IV. Umbrella Liability	
	\$5,000,000

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

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

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

15. RELATIONSHIP OF THE PARTIES. The relationship of the Parties under this Agreement is that of independent contractors. Contractor is solely responsible for the manner, method, and means of providing the Services. Contractor and its employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Contractor will pay all Contractor personnel and pay all

taxes, contributions, and benefits that may be required related to its personnel. Neither Party may bind the other except as expressly stated in this Agreement.

- 16. SUBCONTRACTING:** Contractor may subcontract for Services with City's prior written approval in its sole discretion. Contractor is solely responsible for its subcontractors' compliance with this Agreement and will pass through the terms of this Agreement to all subcontractors.
- 17. COMPLIANCE WITH APPLICABLE LAW:** Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations ("Applicable Laws"). Contractor shall modify the Services as necessary to comply with Applicable Laws.
- 18. E-VERIFY:** Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any subcontractors assigned to perform Services under this Agreement are eligible to work in the United States. Contractor shall provide compliance verification upon City's request.
- 19. TITLE VI COMPLIANCE:** Depending on the Services Contractor provides, the City may use federal funds to compensate Contractor. If federal funds are used, the City, Contractor, and any approved subcontractor must comply with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) (CRA) and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28 (1988) (CRRRA). Contractor must confirm with City whether Title VI is applicable under this Agreement.
- 20. EQUAL EMPLOYMENT OPPORTUNITY:** The City is an equal opportunity employer. Contractor shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, citizenship or immigration status, age (40 or older), the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, genetic information, honorably discharged veteran or military status, or any other class protected by federal, state, or local employment discrimination laws.

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

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

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

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

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

For the City:
Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
Email: anna.vogel@cityofvancouver.us

For the Contractor:
Ashley Christina De Sa
22nd Century Technologies, Inc.
100 N Howard St, Ste R
Spokane, WA 99201
Email: sledproposals@tscti.com

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
22nd Century Technologies, Inc.

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Anthony Glenn, Deputy City Clerk

Approved as to form:

City Attorney's Office

EXHIBIT "A":
Scope of Work

Contractor to provide temporary staffing services on an on-call, as-needed, and occasionally on-going basis for:

- Category 1: Clerical, technical, professional positions
- Category 2: Light industrial

1. Benefits: It shall be the Contractor's responsibility to provide health, life and all standard insurance, normally given to agency employees for the duration of this contract. All benefits with regard to sick leave, vacation, and/or emergency leave shall be paid by the agency.
2. Minimum Wage: Contractor shall comply with all Washington State and federal minimum wage laws in the payment of wages to agency employees placed in temporary positions with the City.
3. Holidays: Holidays given to full-time City employees will not constitute services rendered by the agency for that particular holiday. It will be the Contractor's responsibility to pay for all holidays earned by agency employees.
4. Experience/Qualifications: In response to the City's request for staffing, Contractor shall supply personnel with qualifications and/or experience as outlined by the hiring manager and/or the job descriptions on file with the City. Contractor shall administer relevant screening processes to assess competency levels as they relate to the job descriptions and/or outlined in the job order. However, this requirement may be waived or amended based on scope of job duties being performed and/or based on the specific job order. In addition, if the City is not completely satisfied with Contractor's selection and Contractor is notified of such within four hours, a replacement will be sent and the City will not be charged for the original eight hours.
5. On-Call Requirements: For administrative support positions, Contractor must be able to provide qualified temporary staffing for immediate short term needs (less than one month) within twenty-four (24) hours of notification (unless additional testing processes and/or background checks are required by the City would prohibit adequate staffing within twenty four (24) hours). For assignments of more than one month, Contractor must be able to provide a diverse, qualified applicant

pool from which the City can interview and select a candidate to fit their needs within forty-eight (48) hours from time of request. The interview/selection process will be conducted at the City's discretion. City reserves the right to obtain the services from an alternate provider if these requirements are not met.

6. Termination: The City may reject or terminate any staff placed, without giving cause or notice, and Contractor will provide replacement staff within four (4) hours or as soon as available after notification of termination. Should the replacement staff also be unsatisfactory, the City reserves the right to obtain the services from an alternate provider.
7. Payroll Services: The City reserves the right to forward candidates to Contractor short term and long term assignment considerations (payrolled temporary employee). Candidates recruited by the City will be charged at a lower mark-up rate than candidates recruited by Contractor but will be required to complete and successfully pass all testing/screening processes outlined in this contract or by the agency.
8. Assignments: The City is not under any obligation to fill vacancies with staff from Contractor. The City, at its sole discretion, may select augmented staff from any available source.
9. Continuity of Service: It shall be the Contractor's responsibility to ensure continuity. Should an employee be absent for a specific contract period, it shall be the Contractor's responsibility to replace the employee who is absent, at no additional cost to the City.
10. Billing: Contractor shall provide any City Department utilizing services with accurate, concise and timely invoices. Contractor employees placed with the City must submit timesheets to the agency within seventy-two (72) hours after end of the most recent work week. Original invoices shall be billed to the City within five (5) working days after the seventy-two (72) hour deadline. Corrections to timesheets shall be invoiced within five (5) working days after notification of the error.
11. Changes: The City may make changes within the general scope of this order by giving notice to the Contractor and subsequently confirming such changes in writing. No changes by the Contractor shall be recognized without written approval of the City.

12. Policies/Procedures: Contractor agrees that all employees providing direct services to the City will adhere to the City's Operating Principles, values and comply with its employment policies.
13. Personnel Rules and Policies: Contractor may be asked to provide copies of its personnel rules and policies as necessary to ensure compliance with all local, state and federal laws, regulations, guidelines, policies, and provisions governing this contract.
14. Testing and Background Processes: Contractor shall provide copies of their tests, background checks and other selection criteria/procedures being used or proposed to be used and shall hold the City harmless from any claims or litigation derived from the testing and/or selection criteria done by the agency. Contractor will also implement/follow any necessary procedures to fulfill certain position requirements such as, but not limited to, the following: driving record check, bonding, criminal history checks, credit checks, and special licensing or certification requirements, at no additional cost to the City. If applicable, Contractor will provide the City's hiring supervisor with a copy of the employee's valid driver's license, if required for the job, prior to placement with the City. These requirements will be in process no later than one business day after the request has been made and completed in a timely manner.
15. Applicant Testing Processes: Contractor agrees to provide skills testing services on behalf of the City for individuals applying for regular employment with the City at a reduced rate if such services are offered.
16. Performance Monitoring: Contractor will agree to monitor employee's performance. Contractor shall contact the hiring City supervisor no less frequently than monthly to monitor the temporary employee's performance. Contractor will agree to provide all employee performance and reference information at the City's request. Contractor agrees to assist and support the City with any official inquiry, regardless of the nature of the inquiry, into a complaint/incident which may involve the Contractor's employee. Contractor further agrees that documentation created in relation to any inquiry by the Contractor or their employee will be shared with the City.

17. Expenses: Expenses incurred by the City due to negligence by a Contractor employee will be billed back to the agency for reimbursement.
18. Monthly Reporting Requirement: By the fifteenth of each month, Contractor will provide the City with a monthly usage report. The report must contain the following: employee name, reporting City department/supervisor, hourly wage, total hourly billing rate, job title, total monthly hours for a rolling twenty-four-month period, a designation of “agency hired” versus “Payrolled” employee. Contractor will provide the City with overall affirmative action statistics associated with the current labor providing services for the City. Additionally, Contractor will agree to supply any other information the City may need to monitor staffing utilization.
19. Continuing Employment: The intent of this contract is for the provision of staff augmentation services by Contractor to the City. The City has no obligation to employ the Contractor’s employee on a full-time basis, nor is any portion of the contract between Contractor and its employee incorporated in any way into the contract between the City and Contractor.
20. Placement Fee: In the event that an employee is hired into a regular City position, no placement fee will be charged by the Contractor, provided that the employee has been placed with the City for at least thirty calendar days.
21. Transition: Upon completion or termination of the contract between the City and the Contractor, the parties will coordinate the transition of the employees currently assigned to the City to successfully awarded Agency, if different. The intent is to have the transition complete within 90 days of contract award.
22. Failure to Comply: Failure to provide qualified applicants, to adhere to reporting requirements, or to comply with other provisions of this solicitation may result in cancellation of the contract.
23. Account Representation: Due to the unique needs of each City department, Contractor will work with specified department representatives to better understand and better serve the needs of each department.

EXHIBIT "B":
Fee Schedule

LEVEL OF SERVICE	AGENCY HOURLY RANGE	AGENCY REGULAR MARK-UP	PAYROLL SERVICE (#8)
Clerical	\$ 18.00 - \$28.00	32 %	20 %
Light industrial	\$ 18.00 - \$25.00	32 %	20 %

Staff Report: 031-26

To: Mayor and City Council
From: City Manager
Date: February 23, 2026

Subject

Contract Amendment — Increase in Contract Funding for Workers' Compensation Third Party Administrator - C-101539

Key Points

- Risk Management utilizes a third party administrator (TPA) for claim services related to the City's tailing Self-Insured workers' compensation program.
- The TPA administers all remaining open claims prior to the transition to the State Fund.
- Risk and Safety recommends adding \$360,000 to the contract to cover an additional three-year extension.

Strategic Plan Alignment

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

Present Situation

The City transitioned to the State Fund on April 1, 2025, but maintains the former Self-Insured program as it tails off. TPA services are still needed and utilized to administer the outstanding open claims through claim closure. This contract was originally scheduled to end on February 28, 2026, but will be extended for an additional three years to end on February 28, 2029.

Advantage(s)

Maintaining the current vendor by extending the contract and increasing contract funding will ensure continuity for the tailing Self-Insured program.

Challenge(s)

Without a contract funding increase, the City would have a difficult time finding another TPA to pick up the program. TPAs typically prefer to manage robust programs and shy away from tail programs that are winding down.

Budget Impact

No budget impacts. TPA fees are an ongoing baseline budget line item in Risk's portfolio.

Prior Council Review

None

Action Requested

On Monday, February 23, 2026, authorize the City Manager, or designee, to finalize and execute an amendment to contract C-101539 with Liberty Mutual Group Inc., to increase contract funding up to a

maximum of \$660,000.

Staff Contact

Brent Waddle, Risk and Safety Manager, brent.waddle@cityofvancouver.us

Attachments:

1. Services Contract C-101539 executed
2. Amendent no 1 final
3. Amendent no 2 final



CITY OF VANCOUVER
TPA CLAIM SERVICES AGREEMENT
No. C-101539

This Services Agreement (hereinafter referred to as the “Agreement”) is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington, (hereinafter referred to as the "City") and Helmsman Management Services, LLC (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the “parties” or individually as a “party”.

WHEREAS, the City desires to engage the Contractor to perform services as described in this Agreement; and

WHEREAS, the City advertised and issued a Request for Proposal, numbered 74-23 (hereinafter referred to as the “solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor be capable of performing the required services; and

WHEREAS, the Contractor represents by entering into this Agreement that it is fully qualified to perform the services described herein in a competent and professional manner, and to the full satisfaction of the City.

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

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

Contractor will perform all services required to administer the worker’s compensation program:

- Claims administration
- Bill review, Re-pricing and Payment (Workers Compensation Specific)
- Medicare Liens & Set-Asides; Structured Settlements
- Case Management/Utilization Management Services (Workers Compensation Specific)

- Compliance and Administrative Considerations
- Litigation Management
- Risk Management Information System (RMIS)
- Records Storage, Accessibility and Retention
- Data Breach Responsibilities
- Insurance Requirements
- Performance Guarantee

All work must be authorized and approved by the City's Project Manager before any work can begin. The Contractor shall approach each project in a manner consistent with its usual customary business practices. The Contractor shall actively seek collaborative input from City staff.

2. **COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$300,000.00 USD.

This payment shall be maximum compensation for the work and for all labor, materials, supplies, equipment and incidentals necessary to complete the work as set forth herein, and it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment.

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

Travel expenses are limited to airfare, or mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. The Contractor is solely responsible for its staff's travel time, including travel to and from the City of Vancouver. The City will reimburse only pre-approved miscellaneous Contractor expenses at-cost upon submission of receipts to City.

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

shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

3. **PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net thirty (30) days.

The City reserves the right to correct any invoices paid in error. The Contractor shall be paid according to the rates set forth below:

Life of Contract: Annual fee of \$132,000. Fees will be increased annually by an amount equal to the Greater Seattle Area Consumer Price Index, plus two percent.

City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract/purchase order (PO) number given on the notice to proceed **must** be referenced on any invoice submitted for payment.

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on March 1, 2024 and continue until February 28, 2026. City reserves the right to offer extensions, up to three (3) additional years. Final term of Contract shall not exceed a total of five (5) years. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.
5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.
6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.

7. **SUBCONTRACTING:** The City does not permit subcontractors for the work performed under this Agreement. The Contractor shall not subcontract for the performance of any work under this Agreement without prior written permission of the City.
8. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.
9. **DELAYS AND EXTENSIONS OF TIME:** If the Contractor is delayed at any time in the progress of the work covered by this Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by the Contractor and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.
10. **OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.
11. **TERMINATION FOR PUBLIC CONVENIENCE:** The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

In the event this Agreement is terminated prior to the completion of work, the Contractor will only be paid for the portion of the work completed at the time of termination of the Agreement.

12. **TERMINATION FOR DEFAULT:** If the Contractor defaults by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule or ordinance applicable to this Agreement, or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere.

If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for public convenience paragraph herein.

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

14. COMPLIANCE WITH THE LAW: The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.

15. CITY BUSINESS AND OCCUPATION LICENSE: The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

16. LIABILITY AND HOLD HARMLESS: The Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability

pursuant to the workers' compensation statute, Title 51 Revised Code of Washington (RCW), except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such costs, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. The Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. The Contractor is an independent contractor and responsible for the safety of its employees.

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

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

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
IV. Professional Liability	
Policy shall include coverage against any and all claims for damages to person or property which may arise out of the performance of this Contract whether	\$1,000,000

such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor	
VI. Cyber Liability	
Policy shall include coverage against claims involving privacy violations, data breach, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, and alteration of electronic information, extortion and network security.	\$2,000,000

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

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

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

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

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

For the City:
Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
Email: anna.vogel@cityofvancouver.us

For the Contractor:
Emily Drew
Helmsman Management Services, LLC
206 Railroad Ave N
Kent, WA 98032
Email: Emily.Drew@helmsmantpa.com

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

- 19. AMENDMENTS:** All changes to this Agreement, including changes to the scope of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.
- 20. SCOPE OF AGREEMENT:** This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.
- 21. RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.
- 22. GOVERNING LAW/VENUE:** This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.
- 23. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

24. PUBLIC DISCLOSURE COMPLIANCE: The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.

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

26. NONDISCRIMINATION: The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

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

CITY OF VANCOUVER

A municipal corporation

DocuSigned by:
Anna Vogel
Anna E. Vogel, Procurement Manager

1/31/2024
Date

Attest:
DocuSigned by:
Natasha Ramras
Natasha Ramras, City Clerk

Approved as to form:
DocuSigned by:
Tricia Juettemeyer
Tricia Juettemeyer, Assistant City Attorney

CONTRACTOR:

Helmsman Management Services, LLC

DocuSigned by:
EMILY DREW
Signature

EMILY DREW Vice President
Printed Name /Title

1/31/2024
Date

ATTACHMENT "A":

Scope of Work

Claims Administration: TPA Service & Controls

Contractor shall perform all services required to administer the worker's compensation program. Contractor agrees to the following requirements in this and subsequent sections.

- a. Must agree to the possibility of one (1) quality claim audit per year, with minimum of 50 files reviewed.
- b. Must agree to at least two (2) biannual claim reviews per year – via mix of onsite and telephonic.
- c. Must agree to COV screening and approval of ANY new adjuster prior to placement & commencement of work on the COV program.
- d. Must provide a fully designated adjuster and supervisor to COV.
- e. Must agree to provide a designated account manager who will be a single source accountable for overall service to COV. The assigned account manager must have the following attributes: 1) technical claims management knowledge, 2) excellent communication and responsiveness, 3) operational excellence and leadership.
- f. Additional Communication Triggers/Requirements:

New Loss Intake	Web (required), email and fax (allowable secondary options)
New Claim Setup	TPA must agree to assign, set-up, and investigate claims within 24 hours of their receipt of new loss information.
Reserves	\$50,000
Settlement	\$0
Caseload	126-150, and not to exceed 150. *Designated adjusters are required.
Adjuster Experience	5 years of claims experience required minimum.
Denials	All denials must be discussed and approved by COV first.
Medical Management	Use of nurse case management will require COV approval
Litigation	Referral to outside counsel will require COV approval.
Surveillance	Referral to investigation firms will require COV approval.
Subrogation	Pursuit of any third-party recovery must be approved by COV.
Expert Opinions	Referral to third party experts (including Field Adjusting, Accident Reconstruction, etc...) will require COV approval.
Outcomes Metrics	Quarterly – Scorecards (reports) detailing program results Annual – Stewardship detailing program results, progress against KPIs, and outlining findings/recommendations.

Bill Review, Re-pricing, and Payment (Workers Compensation Specific)

Contractor shall provide all necessary bill review services ensuring reasonableness, causal relationship, conformity to the appropriate fee schedule and/or established PPO agreements and utilization review guidelines. Contractor shall satisfy the following minimum requirements:

- a. Review all bills in a timely manner for compliance with applicable fee schedules and reduce or discount accordingly.
- b. Identify and reduce all duplicate billings.
- c. Deny charges for all items not required for injury described.
- d. Identify all unauthorized charges to ensure billing does not exceed parameters of injured worker's treatment plan.
- e. Handle all provider inquiries regarding bill reductions.
- f. Ensure all bill reviews, payments with adjustment advice, notices of rejection and/or denial of liability are issued within mandated timeframes.
- g. Provide summary detail of savings/discounts achieved on behalf of COV
- h. Provide access to a medical network with outcomes focus.
- i. Provide access to a pharmacy management program that includes opioid management.
- j. Provide access to a physical therapy network(s) for prospective and retrospective review.
- k. Provide a quarterly summary report to itemize savings/discounts achieved, and resulting fees for service, on behalf of COV.
- l. Contractor must supply the name of all preferred Managed Care providers who will or may be asked to perform work on behalf of the TPA and COV.
- m. COV reserves the right to select a non-preferred Managed Care provider, should it be deemed appropriate by COV to do so, on either an individual case-by-case or program wide basis.

Medicare Liens & Set-Asides; Structured Settlements

- a. Must have systems and controls that provide all claim / incident reporting required under Section III by and to Medicare at NO COST to COV.
- b. Must obtain concurrence from COV on reserving within their deductibles and retentions; and be prepared to jointly review any claims that require a reserve for lifetime medical.
- c. Proposers must supply the name of all preferred MSA providers who may be asked to perform work on behalf of the TPA and COV.
- d. COV reserves the right to select a non-preferred MSA provider, should it be deemed appropriate by COV to do so, on either an individual case-by-case or program wide basis.

Case Management/Utilization Management (Workers Compensation Specific)

Contractor to provide or arrange for case management services to assure cost effective and appropriate treatment, including ensuring continuity, appropriate intensity, quality, and accessibility of services and assurance that treatment is related to the compensable injury or illness and deter under or over utilization of healthcare resources. Medical case management shall satisfy the following minimum requirements:

- a. Must provide, maintain, and update a “medical provider” listing (&/or panels) by location, describing degree of specialty while also addressing requirements of both COV and the Washington State Department of L&I.
- b. Ensure the immediate availability and access to the listing/panel of medical providers, specialists, and treatment facilities to which injured employees can be referred for medical care and consultations.
- c. Must provide, maintain, and update a “medical provider” listing (&/or panels) by location, describing degree of specialty while also addressing requirements of both COV and the Washington State Department of L&I.
- d. Must provide the medical provider listings in English and Spanish for individual COV locations.
- e. Must provide analysis and metrics on medical provider outcomes which assist in the selection of optimal providers.
- f. COV must approve any/all referrals to field or telephonic nurse case managers prior to any assignment.
- g. Supply &/or support options for 24/7 nurse call center that provide employees the option to speak with a registered nurse specializing in occupational injuries for triage services and/or treatment advice following an injury or referral to preferred providers.
- h. Assist injured employees by facilitating/coordinating accurate care intervention to prevent minor injuries from becoming expensive claims.
- i. Approve or disallow service requests within applicable time standards.
- j. Aggressive medical management of high-cost cases, patients whose care is expected to be a certain length of time, catastrophic medical conditions, and other highly complex cases in collaboration with COV.
- k. Access to medical professionals for file reviews, IMEs, proactive case management, and aggressive return-to-duty when clinically feasible.
- l. Access to tele-health services for continuity and access to care for those cases which qualify.
- m. Coordination of all medical management services with ancillary service providers as necessary.
- n. Effective utilization review programs to determine the appropriateness, frequency, and duration of care in accordance with the Washington State Department of L&I.
- o. Contractor must supply the name of all preferred case management/utilization management providers, and their proposed services to COV.
- p. COV reserves the right to unbundle all case management services, specifically the use of telephonic, field case management, and vocational rehab services, as they might deem appropriate.

Compliance and Administrative Considerations

Contractor shall ensure compliance with all applicable federal and state laws and with other administrative and reporting requirements. Contractor shall satisfy the following minimum requirements:

- a. Provide COV updates and training as necessary on changes or proposed changes in statutes, rules and regulations affecting the COV claim management program and recommend appropriate strategies for compliance with such changes.
- b. Ensure all appropriate State filings are in place (EDI or hard copy form) and that COV is notified of any fees, taxes and surcharges necessary to comply with all State requirements.
- c. Must be fully licensed and approved to administer self-insured claims in the State of Washington (pursuant to SHB 2409; revised code of Washington 51.14.170).
- d. Must be able to provide support for self-insured reporting/annual filings with the State of Washington, and fully comply with any State regulatory audits.
- e. Comply with requests from COV to provide necessary data to vendors for actuarial and audit purposes.
- f. Present an annual report to COV (as part of or separate to annual stewardship) addressing major trends and recommendations for program improvement. Recommendations might address issues such as cost containment, escrow funding, and litigation management. The report shall include claim aging and resolution trends, top vendors receiving claim payments and their relationship to the Proposer or other interested parties and funding projections.
- g. Contractor must provide option for COV to fund claim payments, with escrow replenishment on a custom basis. COV's current escrow is \$100,000 with a target replenishment at \$75,000. Large transactions of \$50,000 or higher, must be pre-funded.
- h. Loss funding reimbursement requests issued to COV must contain detailed claim payment data at the individual claim level.
- i. Ensure that all claim information is protected in accordance with applicable laws.
- j. Must agree to partner with us and/or our consultants on our claim closure initiatives, including engagement of adjusters, requiring time-specific targets for closure of identified files;
- k. Must agree to full responsibility for carrier notifications based on coverage, potential exposure and carrier requirements.
- l. Must provide details of and data sampling concerning your benchmarking capabilities;
- m. Must provide evidence of insurance coverage to include workers comp, auto and general liability, cyber-security, AND errors & omissions liability.
- n. Must verify SOC compliance by Level and Type by providing a copy of most current report. Contractor will provide the SOC certification annually and any time upon request (including extension/gap letters as needed).

Litigation Management

COV utilizes a preferred counsel panel that is pre-approved by their carrier partner(s) and will continue working with attorney's they have used in the past for litigated cases, hearings, and appeals. Referral to any attorney's or defense firms must first be approved by COV on an individual case basis. Contractor will work closely with COV to ensure an aggressive litigation management program. However, ultimate decision-making settlement authority remains with

COV. In addition, Contractor will satisfy the following litigation management minimum requirements:

- a. Arrange for medical/legal opinions in disputed cases, conferring with medical examiners, professional personnel, legal counsel when indicated.
- b. Achieve informal claim resolution through direct negotiation with injured workers representatives, referring claims to defense counsel when all such efforts have been exhausted.
- c. Refer litigated cases to COV approved defense counsel for the purpose of defending COV's interest before relevant courts of law, in a timely manner.
- d. In conjunction with litigation referral, Contractor will summarize the history of the case, issues in dispute, outline disability and medical payments, and distribute copies of all pertinent medical reports and documents.
- e. Work closely and maintain lead role in working with defense counsel and COV, providing coordination and assistance as is reasonably necessary in the preparation of litigated cases.
- f. Ensure training is completed by those adjusters who handle routine litigation matters, in coordination with defense counsel designated by COV, to establish a cooperative exchange of information that includes:
 - i. Scheduling of defense medical appointments and completion of cover letters
 - ii. File and serve medical reports.
 - iii. Summary of facts and information surrounding each claim including witness and supervisor statements, surveillance results, and identification of potential hearing witnesses.
 - iv. Clear outline of directed assignments to counsel, and monitor completion of each assignment as the litigation process continues.
 - v. Rating the level of permanent disability outlined in medical reports.
 - vi. Object to liens asserted by health insurance carriers and providers
 - vii. Support of legal efforts on subrogation matters.
- g. Proposers must disclose services and adjoining fees for Legal Bill Review (LBR) and supply the name of all LBR providers/suppliers who may be asked to perform work on behalf of the TPA and COV.

Risk Management Information System (RMIS)

Contractor will utilize a workers' compensation claims administration information system that meets the risk management needs of COV. The RMIS shall satisfy the following minimum requirements:

- a. COV on-line access to view real-time claims data and notes, create, print or download reports seven (7) Days a week, twenty-four (24) hours a day.

- b. Must provide access to and your pricing for access to TPA's claim management system, including adjuster notes, to all COV (2 "full" users) and non-COV users (1 WTW user; at no additional cost to COV).
- c. Must supply quarterly user/usage reports, to verify access points, security levels, and ensure proper management of approved system utilization.
- d. Ability to store and manage COV portfolio of claims that occur during the contract period.
- e. Ability to effectively manage the transfer of all electronic claim files.
- f. Ability to customize reports vital to COV and its respective operations.
- g. Allow for predictive modelling in areas such as: fraud indication, reserve adequacy, nurse case management, adjuster decision support, PBM intervention, over-utilization of medical, frequency of claims, and early identification of claim severity.
- h. Ability to pull reports, images, notes and backup for bill review/reductions and for litigation management that works in conjunction with RMIS system.
- i. On-line access to all claims data via a user-friendly menu driven system.
- j. On-going user support, implementation assistance, easy to use system manuals, training and regular documentation updates.
- k. Technical support and guidance available by telephone through a help desk operational Monday through Friday, 8:00 A.M. to 5:00 P.M. EST.
- l. Systematic management of indemnity payments to ensure timely and correct transactions.
- m. Contractor must verify if RMIS has ability to auto-calculate lost time rates for use in issuance of lost time payments, as added measure to avoid errors of manually calculated rates by adjusters.
- n. Scanning, storage and retrieval of all documents pertaining to a claim.
- o. Appropriate quality control features to ensure data integrity and claimant confidentiality.
- p. Appropriate security features including security audits, protection by intrusion prevention and intrusion detection systems, protection of claimant's personal health information (i.e. monitoring of email and internet traffic, encrypted data/email, access restricted by user ID and password, or other similar security methods), and use of multi-factor authentication.
- q. Capability to respond to the constantly changing regulatory environment and to evolving risk management requirements.
- r. Daily back-up of information, with a comprehensive disaster recovery/contingency plan.

Records Storage, Accessibility and Retention

Contractor shall maintain all claims files according to any State and Federal requirements regarding the retention of documents. When appropriate, Contractor will arrange for the proper disposal of claim files, paper or electronic, according to all applicable laws and regulations. Contractor must maintain COV data for 60 months unless state/regulatory requirements demand otherwise.

Data Breach Responsibilities

This Section only applies when a Data Breach occurs. TPA and their designated Contractors (*any third parties engaged by, or directly contracted with TPA, who will receive and handle COV data*) agrees to comply with all applicable laws that require the notification of individuals in the event of a Data Breach or other events requiring notification. In the event of a Data Breach or other event requiring notification, TPA and their designated Contractors shall: a) cooperate with COV by sharing information relevant to the Data Breach immediately upon determination or suspicion of a breach; b) promptly implement necessary remedial measures, if necessary; c) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in relation to the Data Breach; and d) in accordance with applicable laws indemnify, hold harmless, and defend COV against any claims, damages, or other harm related to such Data Breach. If the Data Breach requires public notification, all communication shall be coordinated with COV or designee. TPA and their designated Contractors shall be responsible for all notification and remedial costs and damages where TPA and their designated Contractors were engaged in negligent, reckless, or intentional conduct.

Insurance Requirements

COV is presently self-insured, with excess coverage provided by Safety National, as summarized below. Renewed coverage terms, effective 10/1/23 will be exchanged at the appropriate time with the TPA awarded COV's business.

Line	Policy Number	Policy Year	Type	SIR/Deductible
WC (State of WA)	SP4067369	10/1/23-24	SIR	\$2M

COV holds historical coverage with BOTH Safety National (10/1/22-present) and Midwest Casualty (prior to 10/1/22).



**Professional Services Agreement C-101539
Amendment No. 1
TPA Claim Services**

This first amendment (“Amendment”) amends the Professional Services Agreement number C-101539 (“Agreement”) between the City of Vancouver, (“City”), and Helmsman Management Services, LLC (“Contractor”), a Massachusetts limited liability company, and is effective on the last day signed by a Party. Terms that are capitalized but undefined will have the meaning given them in the Agreement.

This Amendment amends the Agreement as follows:

- 1. **Section 4 Term of Agreement** is amended as follows:

The Term of this Agreement begins on March 1, 2024 and continues until February 28, 2029.

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Helmsman Management Services, LLC

Anna L. Vogel, Procurement Manager

Signature

Date

Printed Name /Title

Attest:

Date

Anthony Glenn, Deputy City Clerk

Approved as to form:

City Attorney’s Office



**Professional Services Agreement C-101539
Amendment No. 2
TPA Claim Services**

This second amendment (“Amendment”) amends the Professional Services Agreement number C-101539 (“Agreement”) between the City of Vancouver, (“City”), and Helmsman Management Services, LLC (“Contractor”), a Massachusetts limited liability company, and is effective on the last day signed by a Party. Terms that are capitalized but undefined will have the meaning given them in the Agreement.

This Amendment amends the Agreement as follows:

- 1. **Section 2 Compensation** is amended as follows:

Payment to the Contractor for the work described in this Agreement shall not exceed \$660,000.00 USD.

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Helmsman Management Services, LLC

Anna L. Vogel, Procurement Manager

Signature

Date

Printed Name /Title

Attest:

Date

Anthony Glenn, Deputy City Clerk

Approved as to form:

City Attorney’s Office

Staff Report: 032-26

To: Mayor and City Council
From: City Manager
Date: February 23, 2026

Subject

Contract Amendment — Extension of Contract for Television Video Production, Broadcast Equipment and Related Services - C-101575

Key Points

- On March 13, 2024, the City contracted with Key Code Media, Inc. for purchasing television video production equipment and related services, for a total not to exceed amount of \$1,200,000. The contract was for an initial period of two years with an option to renew up to twice for a period of one year each.
- This proposed amendment would extend the contract for one year and increase the allowable amount by \$300,000, for a total not to exceed amount of \$1,500,000 for the term of the contract.
- As allowed by the contract, Key Code Media Inc. will be increasing 2026 labor rates by 3.1%, the 2025 Consumer Price Index for the Seattle area.

Strategic Plan Alignment

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

Present Situation

Clark/Vancouver Television (“CVTV”) utilizes a wide variety of video production equipment in multiple City and Clark County locations to provide video coverage of public meetings and events.

CVTV spends between \$200,000 to \$300,000 annually for video equipment upgrades. Equipment purchases often include video cameras, video switchers, audio boards, microphones. and editing equipment from a broad range of manufacturers, including Sony, Canon, Yamaha, and EditShare.

Funding for a majority of these purchases comes from the PEG Capital Support Fund. Under the terms of the City’s cable franchise agreement with Comcast, 1% of Comcast gross revenue in Vancouver is collected and can be used for grants to support capital equipment purchases by designated Public, Education and Government (PEG) access providers. CVTV is the designated Government access provider.

Advantage(s)

1. Key Code Media, Inc. has extensive experience providing video equipment to local governments throughout the region.
2. CVTV has utilized Key Code Media, Inc. for many past video equipment upgrade projects.

Challenge(s)

None

Budget Impact

None. This additional purchase authority is already budgeted within the current biennial budget appropriation. This amendment would not impact annual spending and would not require any change in budget authorization.

Prior Council Review

Initial contract award: March 11, 2024

Action Requested

On Monday, February 23, 2026, authorize the City Manager, or designee, to finalize and execute a contract amendment to extend for one additional year contract C-101575 between the City of Vancouver ("City") and Key Code Media, Inc. of Kent, WA, for an additional \$300,000, for a new total not to exceed amount of \$1,500,000.

Staff Contact

Jim Demmon, Video Services Manager, Cary Driskell, Assistant City Attorney,
jim.demmon@cityofvancouver.us, cary.driskell@cityofvancouver.us

Attachments:

1. Amendment No. 1 - C-101575



Unit Priced Construction Contract #C-101575
Amendment No. 1
ITB 24-15: Television Production, Broadcast Equipment and Related Services

This first amendment (“Amendment”) amends the Unit Priced Construction Contract number C-101575 (“Agreement”) between the City of Vancouver, (“City”), and Key Code Media, Inc (“Contractor”) and is effective on the last day signed by a Party. Terms that are capitalized but undefined will have the meaning given them in the Agreement.

This Amendment amends the Agreement as follows:

1. **Section 7 Compensation and Schedule of Payments** is amended as follows:

In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor as prescribed in the solicitation and Contractor’s Bid, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does includes 8.8% Washington State Sales Tax (if applicable) \$1,500,000.00 USD.

2. **Section 4 Statement of Work** is amended as follows:

Contractor’s hourly rates are updated effective March 14, 2026

3. **Updates:**

- This amendment extends the contract for one additional year, from March 13, 2026 to March 13, 2027

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Key Code Media, Inc.

Anna L. Vogel, Procurement Manager

Signature

Date

Printed Name /Title

Attest:

Date

Anthony Glenn, Deputy City Clerk

Approved as to form:

Nena Cook, City Attorney

Attachment A

CPI Increase: 3.1%

Item No.	Description	Approx Qty	Current Price	CPI Increase	New Pricing
31.	Hourly rate for installation services during business hours	20 HR	\$105.00	\$108.26	\$2,165.20
32.	Hourly rate for video engineering services during business hours	15 HR	\$158.00	\$162.90	\$2,443.50
Subtotal					\$4,608.70
WA State Sales Tax 8.8%					\$405.57
Grand Total					\$5,014.27

Staff Report: 033-26

To: Mayor and City Council
From: City Manager
Date: February 23, 2026

Subject

Professional Services Agreement — Lasko Printing Specialties Inc: Digital High-Speed Printing and Related Goods and Services - C-102155 RFP 2-26

Key Points

- The objective is to establish a new citywide contract for digital high-speed printing and other goods and services.
- The contract would be in place for a period of five years and is set not to exceed \$3,000,000.

Strategic Plan Alignment

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

Present Situation

The City issued a request for proposals for security services on Wednesday, December 10, 2025; the City received three (3) proposals. The required services included high-speed digital printing, as well as same-day high-speed copy services, four-color newsletters, brochures and business cards, with a full range of bindery services and other services as needed.

After a review of all proposals, the evaluation committee selected Lasko Printing Specialties Inc (DBA: Lasko Printing Inc) for a professional service contract. Staff proposes to execute the contract for a period of five years with a value not to exceed \$3,000,000.

Advantage(s)

1. This contract provides needed services to various City departments.
2. Continuation of services is in the City's best interests as City departments do not have the capabilities of services that this contract offers.

Challenge(s)

None

Budget Impact

Funds for these services are included in the 2025-2026 biennial budget.

Prior Council Review

None

Action Requested

On Monday, February 23, 2026, authorize the City Manager, or designee, to finalize and execute a professional services agreement between the City of Vancouver and Lasko Printing Specialties Inc (DBA: Lasko Printing Inc) for an estimated amount not to exceed \$3,000,000.

Staff Contact

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

Attachments:

1. C-102155 RFP 2-26 Services Contract



**CITY OF VANCOUVER
SERVICES AGREEMENT**

No. C-102155

RFP 2-26 Digital High-Speed Printing and Related Goods and Services

This Services Agreement (“Agreement”), effective on the date last signed below (the “Effective Date”) is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (“City”) and Lasko Printing Specialties Inc (DBA: Lasko Printing Inc) a entity type organized under the laws of the State of Oregon (“Contractor”). The City and Contractor are collectively referred to as the “Parties” or individually as a “Party”.

RECITALS

- A. The City desires to engage the Contractor to perform Services as described in this Agreement; and
- B. The City advertised and issued a request for proposals, numbered 2-26 (“Solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor capable of performing the required Services.

AGREEMENT

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

- 1. SCOPE OF SERVICES:** The Contractor agrees to provide the City with all services and materials provided in the Scope of Services, attached as Exhibit A, and in the City’s Solicitation, if any, and the Contractor’s responsive proposal to the City’s Solicitation, if any (the “Services”). Contractor shall obtain City Project Manager’s written approval prior to starting the Services.
- 2. COMPENSATION:** Payment to the Contractor for the Services described in this Agreement shall not exceed \$3,000,000.00 USD.

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

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

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

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

- 4. TERM OF AGREEMENT:** The term of this Agreement begins on the March 1, 2026 or Effective Date and continues until February 28, 2031. The total term shall not exceed five years. The term and any renewal term are collectively the "Term."

5. CITY DATA; DATA SECURITY

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

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

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

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

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

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

6. DELIVERABLES - INTELLECTUAL PROPERTY Contractor may create documents or other work product in connection with providing the Services (“Deliverables”). Contractor assigns and will assign to City all right, title, and interest in and to any Deliverables it creates in connection with providing the Services. Contractor may

retain a copy of any Deliverable for its internal business purposes. Contractor's know-how, methodologies and processes are Contractor intellectual property. Contractor grants City a perpetual, irrevocable, royalty-free, worldwide license to use all Contractor intellectual property in connection with the Deliverables for any City purpose.

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

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

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

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

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

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

9. STANDARD OF CARE: Contractor shall exercise the degree of skill and diligence normally employed by consultants in the same industry, performing the same or

similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

- 10. DISPUTE RESOLUTION:** City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.
- 11. TERMINATION FOR CONVENIENCE:** City may terminate this Agreement at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.
- 12. TERMINATION FOR MATERIAL BREACH:** If Contractor materially breaches by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule, or ordinance applicable to this Agreement, or becomes insolvent or declares bankruptcy, or makes an assignment for the benefit of creditors, Contractor shall not be entitled to receive any further payments under the Agreement until the Services are completed to City's satisfaction. City may provide Contractor a cure period in its sole discretion or may terminate the Agreement and, at City's option, obtain performance of the Services elsewhere.
- 13. INDEMNIFICATION:** Contractor shall indemnify, defend, and hold harmless City and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any claim, liability, loss, cost, expense, suit, and damages, including attorney's fees and consulting fees relating to (a) a third party claim for intellectual property infringement relating to the Contractor's Services or the Deliverables; (b) Contractor's negligence or willful misconduct; (c) Contractor's material breach of the Agreement; (d) Contractor's non-compliance with applicable law; (e) a third-party Washington Public Records Act claim involving Contractor information; and (f) Contractor's court action to enjoin release of Contractor information under the Washington Public Records Act.

City will promptly notify Contractor of a claim under this Section 13 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will

have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing.

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

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

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

Contractor shall maintain the following insurance coverage.

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

Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

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

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

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

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

- 16. SUBCONTRACTING:** Contractor may subcontract for Services with City's prior written approval in its sole discretion. Contractor is solely responsible for its subcontractors' compliance with this Agreement and will pass through the terms of this Agreement to all subcontractors.
- 17. COMPLIANCE WITH APPLICABLE LAW:** Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations ("Applicable Laws"). Contractor shall modify the Services as necessary to comply with Applicable Laws.
- 18. E-VERIFY:** Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any subcontractors assigned to perform Services under this Agreement are eligible to work in the United States. Contractor shall provide compliance verification upon City's request.
- 19. TITLE VI COMPLIANCE:** Depending on the Services Contractor provides, the City may use federal funds to compensate Contractor. If federal funds are used, the City, Contractor, and any approved subcontractor must comply with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) (CRA) and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28 (1988) (CRRRA). Contractor must confirm with City whether Title VI is applicable under this Agreement.
- 20. EQUAL EMPLOYMENT OPPORTUNITY:** The City is an equal opportunity employer. Contractor shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, citizenship or immigration status, age (40 or older), the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, genetic information, honorably discharged veteran or military status, or any other class protected by federal, state, or local employment discrimination laws.
- 21. ANTI-KICKBACK.** City officers and employees shall not have or acquire an interest in the Agreement or solicit, accept, or give any item of value from a person or entity with an interest in this Agreement.

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

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

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

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

For the City:

Anna Vogel

City of Vancouver

415 W 6th Street

P O Box 1995

Vancouver WA 98668-1995

Email: anna.vogel@cityofvancouver.us

For the Contractor:

Juliet Vuilleumier

Lasko Printing Specialties Inc

(DBA: Lasko Printing Inc)

110 N Page St

Portland, OR 97227

Email: lasko@laskoprinting.com

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

- 26. ASSIGNMENT.** Contractor shall not assign this Agreement without the express written consent of City. Any assignment in violation of this subsection is void. All terms of this Agreement are binding on any assignee.
- 27. ORDER OF PRECEDENCE:** If there is a conflict between the terms of any document, the order of precedence is as follows: Amendments to this Agreement; this Agreement; City Purchase Orders; Contractor's responsive proposal to City's solicitation; and City's solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.
- 28. SURVIVAL.** Sections 15 - 35 will survive any termination of this Agreement.
- 29. WAIVER.** A Party's waiver of any term of this Agreement must be in writing and signed by the Party waiving compliance.
- 30. THIRD PARTY BENEFICIARIES.** There are no third-party beneficiaries under this Agreement.
- 31. GOVERNING LAW:** This Agreement is governed by the laws of the State of Washington without regard to its conflicts of laws provisions. Venue for any action arising under this Agreement will be the state or federal courts for Clark County, Washington. The Parties waive any claim of inconvenient forum.
- 32. SEVERABILITY.** If a court with jurisdiction over the matter determines any clause of this Agreement is unenforceable, it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible, the Court shall strike the clause and the remainder of the Agreement will remain in full force and effect.
- 33. AMENDMENTS:** Any amendments to this Agreement must be in writing and signed by all Parties to this Agreement.
- 34. ENTIRE AGREEMENT:** This Agreement, together with any amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.
- 35. COUNTERPARTS.** This Agreement may be signed in counterparts. Each counterpart will be deemed an original and together the separate parts will form one Agreement.

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Lasko Printing Specialties Inc
(DBA: Lasko Printing Inc)

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Anthony Glenn, Deputy City Clerk

Approved as to form:

Nena Cook, City Attorney

EXHIBIT "A":
Scope of Work

REQUIRED SERVICES

Black and White Copies

- 8.5" x 5.5", 8.5" x 11", 8.5" x 14", 11" x 17" finished sizes
- Single and double sided
- Imprinting on blank paper stock of various weights and colors
- Imprinting on 8.5" x 11" sticker paper (various size stickers)
- Stapling, bindery, drilling, laminating
- 10–5,000 per run

Color Copies

- 8.5" x 5.5", 8.5" x 11", 8½" x 14", 11" x 17" finished sizes
- Single and double sided
- Imprinting on blank paper stock of various weights
- Stapling, bindery, drilling, laminating
- 1–5,000 per run

Business Cards

- Four color
- Single and double sided
- Full bleed
- 10+ templates for different departments
- 250 or 500 cards per box

Brochures

- One and four color
- 8.5" x 11", 8.5" x 14" and 11" x 17" paper sizes
- Tight registration, full bleeds
- Tri-fold, half-fold, single and double gate fold, Z-fold and accordion folds
- 50–20,000 per run

Forms

- 8.5" x 11", 4.25" x 5.5" and 8.5" x 5.5"
- 20# bond padded/drilled

- 2–4-part No Carbon Required (NCR) paper
- 100–4,000 per run

Reproduction of Proposals, Specifications & Plan Sets

- Black and white copies
- Color and white paper of various weights, intermixed
- 8.5” x 11” plus 11” x 17” z-fold pages, intermixed
- 80–110# color paper covers
- Drill and coil or GBC/comb bind
- 1–200 sets per run
- Page count range: 50–1,000
- Ability to merge from multiple files into one document

Mail Services

- Fold letters, stuff envelopes and address customer provided envelopes using customer-provided mailing list
- Run customer-provided mailing lists against the National Change of Address (NCOA) database to verify addresses
- Print addresses from customer-provided mailing list onto postcards or other self-mailers
- Provide bulk mail preparation and mail fulfillment, including transport of printed mailers to either the USPS for delivery or City Hall when requested
- Provide any “overs”/additional printed copies of mailer to City Hall upon completion

Bindery

Must have bindery capabilities including, but not limited to, the following:

Folding	Scoring
Plastic comb binding	Collating
Stapling	Drilling (2-5 holes)
Cutting	Padding
Laminating (including oversize)	Inserting
Booklet-making	Numbering
Tab Insertion	

DESIRED SERVICES (Optional)

Neighborhood Association Newsletters

The City prints newsletters for its officially recognized neighborhood associations on a regular basis. However, there are certain types of information the City legally cannot pay to print in these newsletters, such as political endorsements, etc.

The City is interested in an arrangement with the Contractor where neighborhood association board members (private citizens) would pay for the printing of certain pages of their newsletter separately from the City's contract. The Contractor would then add these pages to the newsletter print job submitted by the City before completing the order. The City would indicate which print jobs will have extra pages paid for by the neighborhood association in their print request.

Changes in Scope of Work

During the period covered by this contract, the City reserves the right to alter the scope of work or services to be performed, as needed. The associated costs for the changes will be per the RFP Document Cost Proposal or negotiated and agreed to by the Contractor and the City.

SPECIAL REQUIREMENTS

Turnaround Time

The City requires **three (3) working days** turnaround time, including delivery, unless otherwise directed by the department placing the order.

Current Equipment Capability

Contractor must have the capability to handle from three to five million impressions per year.

Job Ordering and Tracking

The Contractor must be able to receive orders by email or an online ordering portal. There may also be occasional in-person orders using hard copies. City staff must be able to upload/send multiple files at the same time per order. The Contractor must be able to accept documents in Adobe PDF, Microsoft Word, Microsoft Publisher and Microsoft Excel formats. The ability for City staff to save and/or reuse order forms multiple times for recurring print jobs is desirable (changing the due dates/ordering

dates only). The Contractor also must be able to provide real-time project tracking information upon request by phone or email, or through its online ordering system.

Rush/Same-day Jobs

Occasionally, rush/same-day print jobs will be required. These jobs would have a four-hour or less turnaround time, including delivery, during the City's normal working hours (Monday-Friday, 8 a.m. to 5 p.m.) These jobs occur most often on Mondays as departments prepare for City Council meetings and workshops but may also occur in preparation for other City boards and commissions. City employees may choose to pick up rush jobs at the Contractor's site.

Paper Samples

The Contractor will provide the City with 25 copies of a paper sample book, displaying available paper colors and weights for use by City employees.

Pick-up and Delivery

The Contractor must be able to deliver completed print jobs within the contracted turnaround time to 25+ addresses within Vancouver, including private addresses of neighborhood association board members. Split deliveries may be required at no additional cost within the Vancouver area.

Quality

Document quality is to meet the highest industry standards in terms of readability and overall appearance. If the document is sent to the Contractor electronically, it will be sent electronically to the printer/copy machine. The Contractor will print artwork and photographs in a format that is crisp and clear, or work with individual departments to remedy quality.

Proofs/samples may be required for large print jobs prior to completion of the project.

All orders are subject to inspection and acceptance by the City. The City reserves the right to reject and not accept any order, or portion of an order, where the quality of the work produced does not meet the City's requirements. In such cases, the Contractor shall provide replacement copies, at no cost to the City, within a mutually agreed upon time period.

Billing and Reporting

The Contractor must have the ability to accept credit card payments for all print jobs without an added fee, and be able to generate reports detailing orders submitted, orders completed, and payments received by month and by City department.

Sustainable Practices

Contractor shall use recyclable products to the maximum extent economically reasonable in the performance of the work.

Customer Service

The City requires an identified primary point of contact for staff inquiries, quotes and troubleshooting.

EXHIBIT "B":
Fee Schedule

Product or Service

Item No.	Unit	Items with Unit Price Bid	Unit Price
1.	Per Side	Black & white copies on 20# recycled white bond - 8.5" x 11"	\$.0275
2.	Per Side	Black & white copies on 20# recycled white bond - 8.5" x 14"	\$.044
3.	Per Side	Black & white copies on 20# recycled white bond - 11" x 17"	\$.066
4.	Per Side	Full color copies on 28# white microprint laser - 8.5" x 11"	\$.20
5.	Per Side	Full color copies on 28# white microprint laser - 8.5" x 14"	\$.22
6.	Per Side	Full color copies on 28# white microprint laser - 11" x 17"	\$.40

Additional Paper Costs

Item No.	Unit	Items with Unit Price Bid	Unit Price
7.	Per Piece	20# color recycled bond - 8.5" x 11"	\$.038
8.	Per Piece	20# color recycled bond - 8.5" x 14"	\$.052
9.	Per Piece	20# color recycled bond - 11" x 17"	\$.082
10.	Per Piece	60# opaque uncoated white - 8.5" x 11"	\$.039
11.	Per Piece	60# opaque uncoated white - 8.5" x 14"	\$.05
12.	Per Piece	60# opaque uncoated white - 11" x 17"	\$.078
13.	Per Piece	60# Astrobright - 8.5" x 11"	\$.07
14.	Per Piece	60# Astrobright - 8.5" x 14"	\$.089
15.	Per Piece	60# Astrobright - 11" x 17"	\$.15
16.	Per Piece	110# index white & color - 8.5" x 11"	\$.10

17.	Per Piece	#110 index white & color – 11” x 17”	\$.22
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Forms and Specialty Items

Item No.	Unit	Items with Unit Price Bid	Unit Price
18.	Per Box (250)	Full color 2” x 3.5” business cards on 80# opaque cover. Single sided. Full bleed.	\$37.00
19.	Per Box (250)	Full color 2” x 3.5” business cards on 80# opaque cover. Double sided. Full bleed.	\$45.00
20.	Per Set	2-part NCR printed black & white - 8.5” x 11”	\$.19
21.	Per Set	3-part NCR printed black & white - 8.5” x 11”	\$.47
22.	Per Set	4-part NCR printed black & white - 8.5” x 11”	\$.65
23.	Per Set	3-part NCR printed black & white – 4.25” x 5.5”	\$.12
24.	Per Set	Additional costs for double-sided 3-part NCR	\$.10

25.	Per Piece	Black and white printing on white matte sticker paper – 8.5” x 11” sheets – various sticker sizes	\$.49
26.	Per Piece	Collating (machine)	\$.02
27.	Per Piece	Collating (by hand)	\$.12
28.	Per Piece	Inserting tabs (machine)	\$.05
29.	Per Piece	Inserting tabs (hand)	\$.10
30.	Per Piece	Stapling (machine)	\$.022
31.	Per Piece	Stapling (heavy duty)	\$.15
32.	Per Page	Laminating - 8.5” x 11”	\$1.00
33.	Per Page	Laminating - 8.5” x 14”	\$1.50
34.	Per Page	Laminating – 11” x 17”	\$2.00
35.	Per Sq. Foot	Laminating large format	\$6.00

36.	Per 100 Pages	Drilling (2, 3 or 5-hole)	\$1.25
37.	Per Cut	Cutting (per cut)	\$1.60
38.	Per Fold	Folding (standard machine)	\$.03
39.	Per Fold	Folding (hand)	\$.08
40.	Per 100 Pages	Padding (per pad)	\$.30
41.	Per Book (specify sizes)	Spiral binding Comb or Coil under 50 sheets Comb or Coil 50 – 150 sheets	\$1.50 \$3.00
42.	Per Piece	Numbering	\$.025
43.	Per Hour	Manual labor	\$65.00

Additional Services

44.	Per Job	Delivery charge Applies to orders under \$35 only	\$10.00
45.	Per Job	Rush job charge If needed faster than standard 2-3 days	\$10.00

46.	Per Envelope	Stuffing envelopes	\$.18
47.	Per Envelope	Address envelopes from customer-provided mailing list	\$.03
48.	Per Piece	Print addresses from customer-provided mailing list on postcards or other self-mailer	\$.025

Staff Report: 034-26

To: Mayor and City Council
From: City Manager
Date: February 23, 2026

Subject

First Amendment to Historic Reserve Properties Primary Lease

Key Points

- Following the 2025 reporting cycle under the Historic Reserve Properties Primary Lease dated January 1, 2024 (the "Lease"), the Historic Trust and the City recognized that certain consolidated reporting deadlines set in the Lease were too early to ensure accurate and complete reporting, therefore requiring accommodation by the parties.
- This First Amendment updates reporting deadlines based on the parties' mutual recognition and understanding of what submission dates best comport with current recordkeeping and accounting practices for the City and the Historic Trust.

Strategic Plan Alignment

Culture and Heritage – celebrating culture and heritage

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

Present Situation

The City executed the existing Lease with the Historic Trust on January 1, 2024, to continue the ongoing contractual relationship for lease and operation of municipally owned assets adjacent to the Fort Vancouver National Historic Site. In the fall of 2023, the City and Historic Trust reviewed and updated significant provisions of the Lease because the prior lease was expiring. The resulting agreement consolidated certain reporting requirements and set submission deadlines based on the parties' best estimate of the appropriate timeframes.

After the 2025 annual reporting cycle, the Historic Trust proposed reporting date changes based on the parties' mutual recognition that certain dates were set too early to consistently ensure accurate and complete reporting. Therefore, the purpose of this First Amendment is to change the submittal dates for reporting of accounts and records to better facilitate compilation of complete and accurate information in accordance with standard bookkeeping and accounting practices.

The Historic Trust has reviewed and approved the proposed First Amendment being presented to Council.

Advantage(s)

Creates efficiencies and ensures accuracy in data compilation and reporting timelines for both parties.

Challenge(s)

None

Budget Impact

No budget impact.

Prior Council Review

On November 13, 2023 Council reviewed and approved the Historic Reserve Properties Primary Lease subject to proposed First Amendment.

Action Requested

On Monday, February 23, 2026, authorize the City Manager, or designee, to execute the First Amendment to the Historic Reserve Properties Primary Lease dated January 1, 2024, between the City of Vancouver and the Vancouver National Historic Reserve Trust (commonly known as the Historic Trust) in substantially the form attached.

Staff Contact

Jeffrey Towery, Deputy City Manager, Jeff.Towery@cityofvancouver.us

Attachments:

1. First Amendment to Primary Historic Trust 2024-2028 Lease

FIRST AMENDMENT TO HISTORIC RESERVE PROPERTIES PRIMARY LEASE

THIS FIRST AMENDMENT TO HISTORIC RESERVE PROPERTIES PRIMARY LEASE (this “First Amendment”) is entered into effective February __, 2026 (the “Amendment Effective Date”) by and between the City of Vancouver, a Washington municipal corporation (the “City”), and the Vancouver National Historic Reserve Trust, a Washington nonprofit corporation dba The Historic Trust (the “Trust”).

RECITALS

A. City and Trust are parties to that certain Historic Reserve Properties Primary Lease with the Effective Date of January 1, 2024 between the City and the Trust (the “Primary Lease”) and agree to amend that Primary Lease in accordance with the provisions of this First Amendment.

B. The purpose of this First Amendment is to modify Article 12, Reporting to change the submittal for required reporting of accounts and records associated with the Primary Lease in mutual consideration for both parties to compile complete and accurate information in accordance with standard bookkeeping and accounting practices.

C. Any capitalized terms not defined in this First Amendment have the meaning provided in the Primary Lease. Except as otherwise provided herein, the intent of this First Amendment is for the Primary Lease to remain in full force and effect.

LEASE AMENDMENT

In consideration of the mutual promises contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Trust agree that the Primary Lease is hereby amended as follows:

1. **Amendment to Reporting Dates.** Article 12, Reporting of the Primary Lease is hereby amended and restated in its entirety as follows:

12. REPORTING

12.1 Reporting Dates, Trust

By March 1st of each year, the Trust will provide the City with:

- A. A list of current subleases including tenant name, address, type of lease (i.e., residential, commercial, etc.) and sublease term (Exhibit B).
- B. Capital and Development plans and budgets for current year (Exhibit C).
- C. A list of Trust staff positions supporting the operations, administration and maintenance of the Premises (Exhibit D).

- D. Proof of insurance renewal as described in Section 13.
- E. The preliminary year-end balance and transactions from the Development Fund for the preceding year. (Final information will follow with audited financial as referenced in Section 11.5.)
- F. A copy of the letter from the Department of Revenue confirming the exempt status from payment of the leasehold excise tax.

12.2 Reporting Dates, City

By March 1st of each year, the City will provide the Trust with:

- A. Balance and transactions in/out of Capital Fund for preceding year.
- B. Report of City spending on Reserve that came from sources other than Capital Fund

12.3 Submissions

Submissions shall be made via e-mail to the Chief Financial Officer at the City and President/CEO at the Trust, unless the Parties agree on a different process.

2. **Full Force and Effect.** This Lease Amendment amends and supplements the Primary Lease and the terms of this Lease Amendment are hereby incorporated into the Primary Lease. Except as expressly amended, restated, or supplemented by this Amendment, the Primary Lease is and will remain in full force and effect according to its terms.

3. **Counterparts.** This Lease Amendment may be executed simultaneously or in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Lease Amendment to be executed as of the Amendment Effective Date.

[REMAINDER OF PAGE INTENTIONALLY BLANK – NOTARIZED SIGNATURE
PAGES FOLLOW]

A RESOLUTION of the City Council of Vancouver, Washington, authorizing the establishment of the Small Business Resiliency Grant Program, approving the use of Fourth Plain for All Investment funds to provide direct financial assistance to qualifying small businesses, authorizing the selection of qualified nonprofit community based organization to administer the program, and authorizing the City Manager or designee to execute agreements necessary to implement the program.

Staff Report: 035-26

To: Mayor and City Council
From: City Manager
Date: February 23, 2026

Subject

Resolution for Fourth Plain Small Business Resiliency Grant Program

Key Points

- Allocates \$300,000 in Fourth Plain for All Investment funds to stabilize small businesses within the Fourth Plain Investment Area.
- Provides direct grants of up to \$10,000 to eligible small businesses experiencing significant revenue loss.
- Leverages nonprofit community-based organizations to deliver multilingual outreach, technical assistance, and grant administration.
- Program scope was designed in consultation with local small business stakeholders and best-practice programs in other communities.

Strategic Plan Alignment

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

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

Present Situation

Small businesses are a cornerstone of Vancouver’s local economy, providing essential goods and services, supporting employment, and contributing to the cultural and economic vitality of neighborhoods such as the Fourth Plain Investment Area. This corridor is characterized by a high concentration of microenterprises, immigrant- and BIPOC-owned businesses, and service-oriented firms that rely heavily on local customer demand and consistent foot traffic.

Businesses in the Fourth Plain Investment Area have faced compounding economic pressures, including rising operating costs, workforce instability, reduced consumer spending, and periods of sudden revenue disruption. These impacts are often most severe for small businesses with limited cash reserves and restricted access to traditional financing. Even short-term revenue losses can place otherwise viable businesses at risk of permanent closure, leading to job loss, commercial vacancy, and reduced neighborhood services.

Cities across the region and nation are increasingly using targeted small business resiliency grants as

short-term stabilization tools during periods of economic disruption. These programs recognize that modest, timely financial assistance can help businesses cover essential operating costs, retain employees, and remain open. Such grants are not intended as ongoing subsidies, but as strategic economic development interventions that protect jobs, stabilize commercial corridors, and preserve the local tax base.

The proposed Fourth Plain Small Business Resiliency Grant Program will provide direct, limited-duration financial assistance to eligible small businesses operating within the Fourth Plain Investment Area that have experienced at least a 40% documented revenue loss during a defined impact period. Grants of up to \$10,000 will support immediate stabilization needs such as payroll, rent, utilities, inventory replacement, and compliance costs. By preventing avoidable closures, the program supports faster economic recovery and reinforces the long-term resilience of one of Vancouver's most economically diverse corridors.

The City's authority to implement this program is grounded in RCW 35.21.703, which authorizes cities to develop and implement economic development programs and to contract with nonprofit organizations to carry out those programs. As a charter city, Vancouver also possesses broad authority to appropriate funds, approve programs, and enter into contracts consistent with adopted budgets and policies.

Advantage(s)

The Small Business Resiliency Grant Program is expected to:

1. Prevent permanent small business closures during periods of economic stress.
2. Support job retention and workforce stability for local residents.
3. Reduce commercial vacancy and maintain corridor vitality along Fourth Plain.
4. Strengthen long-term business viability through required technical assistance.
5. Minimize downstream impacts on social services and municipal revenues by stabilizing the local economy.

Challenge(s)

None identified. Program risks are mitigated through clearly defined eligibility criteria, eligible and ineligible use standards, grant agreements, documentation requirements, and city audit and oversight provisions.

Budget Impact

\$300,000 of budgeted Fourth Plain for All Investment funds EPH as PRJ101015 EPH - Income-based Housing Investments (ARPA). Budget will be carried forward from 2025 to 2026 in Fund 114 to cover.

Prior Council Review

The Small Business Resiliency Grant Program aligns with the Council-adopted Fourth Plain for All Investment Strategy adopted November 2023. Elements of corridor stabilization and small business support have been discussed in prior Council workshops and budget deliberations related to Fourth Plain investments.

Action Requested

On Monday, February 23, 2026, finalize and approve the resolution authorizing the City Manager, or designee, to negotiate and issue a contract with one or more qualified nonprofit community-based organizations to administer the Small Business Resiliency Grant Program, using \$300,000 in Fourth Plain for All Investment funds, in accordance with City procurement rules.

Staff Contact

Chris Harder, Deputy Economic Development Director, Victor Saldanha, Small Business & Entrepreneurship Program Manager, chris.harder@cityofvancouver.us,
Victor.Saldanha@cityofvancouver.us

Attachments:

1. Presentation
2. Small Business Resiliency Grant Scope & Program Details
3. Small Business Resiliency Grant Resolution



Fourth Plain Small Business Resiliency Grant

Chris Harder
Deputy Director,
EP&H

Victor Saldanha
Small Business &
Entrepreneurship
Program Manager,
EP&H

February 23, 2026





Agenda

- Small Business Resiliency Grant Overview
- Needs in Fourth Plain
- Strategic Alignment
- Desired Outcomes
- Questions & Discussion





Small Business Resiliency Grant Overview

- Targeted, short-term stabilization grants
- Focus on documented revenue loss
- Prevent closures and retain jobs
- Administered by Community Non-Profit Organization(s)





Need in Fourth Plain for this Program

- Rising operating costs outpacing revenues
- Workforce shortages and turnover disrupting operations
- Declines in consumer spending and foot traffic
- Unexpected revenue disruptions from economic shocks and volatility



Strategic Alignment

Fourth Plain For All Investment Strategy (FPFA)

- **Stabilizes corridor businesses** to prevent closures and reduce commercial vacancy along Fourth Plain.
- **Targets corridor vulnerabilities** by supporting immigrant-, BIPOC-, and micro-businesses disproportionately impacted by economic disruption.
- **Protects local jobs and services** that residents rely on for daily needs and neighborhood vitality.
- **Advances long-term corridor resilience** by preserving small business continuity while broader revitalization investments take effect.





Desired Outcomes

- **Prevent permanent small business closures** by providing timely stabilization support.
- **Retain local jobs and business owners** within the Fourth Plain corridor.
- **Stabilize commercial corridors** by reducing vacancy and maintaining active storefronts.
- **Support faster economic recovery** for businesses experiencing documented revenue loss.
- **Strengthen long-term community resilience** by preserving essential neighborhood services and local spending.



Discussion & Questions



Scope & Program Details

Secured Project Funding

The Small Business Resiliency Grant Program will be funded using \$300,000 of allocated Fourth Plain for All Investment funds dedicated to supporting small businesses. The intention is for the grant program to be administered by qualified nonprofit community-based organizations.

Program Purpose

Small businesses are a critical driver of Vancouver's local economy, providing essential goods and services, creating jobs for residents, and contributing to the cultural identity and vitality of neighborhoods such as the Fourth Plain Investment Area. These businesses are particularly important in corridors with high concentrations of microenterprises, immigrant- and BIPOC-owned businesses, and service-based firms that rely heavily on consistent foot traffic and local customer demand.

Small businesses in the Fourth Plain Investment Area have faced compounding economic pressures over the last several years, including rising operating costs, workforce instability, reduced consumer spending, and periods of sudden revenue disruption. These impacts are often most severe for small businesses with limited cash reserves and restricted access to traditional financing. Even short-term revenue losses can place otherwise viable small businesses at risk of permanent closure, resulting in job loss, commercial vacancy, and reduced neighborhood services.

Targeted small business resiliency grants are a proven municipal tool to address these challenges. Recently, cities across the region and nation have implemented short-term stabilization programs to respond to acute economic shocks, recognizing that modest, timely financial assistance can help businesses cover essential operating costs, retain employees, and remain open during periods of disruption. These programs are designed not as subsidies, but as strategic economic development interventions that protect local jobs, stabilize commercial corridors, and preserve the tax base.

By establishing the Small Business Resiliency Grant Program, the City of Vancouver seeks to provide direct, limited-duration financial assistance to small businesses in the Fourth Plain Investment Area that have experienced significant, documented revenue loss. Grants will help businesses address immediate stabilization needs such as payroll, rent, utilities, inventory replacement, and compliance costs. The benefits of this program extend beyond individual businesses. Stabilizing small businesses helps maintain employment for local residents, reduces commercial vacancies, supports surrounding businesses through retained foot traffic, and preserves the character and economic vitality of the Fourth Plain corridor.

To request other formats, please contact:

Victor Saldanha | 360-487-0739 | TTY: 711 | victor.saldanha@cityofvancouver.us
P.O. Box 1995 | Vancouver, WA 98668-1995 | cityofvancouver.us

From a citywide perspective, preventing closures and job losses reduces downstream impacts on social services, sustains sales and business tax activity, and supports long-term economic resilience.

Public Purpose

The City's authority to implement this program is grounded in state and local law. RCW 35.21.703 authorizes cities to develop and implement economic development programs and to contract with nonprofit organizations to carry out those programs. This statute provides a clear legal basis for the City of Vancouver to fund and administer a small business resiliency grant program aimed at preventing business closures, supporting employment, and promoting economic stability in economically distressed areas.

Vancouver also possesses broad authority under its City Charter to appropriate funds, approve programs by resolution or ordinance, and enter into contracts consistent with adopted budgets and policies. This authority allows the City to structure and implement locally responsive economic development initiatives that address identified community needs.

Program Funding Summary

- Total Program Funding: \$300,000
- Recipient of City Funds: Community based organization(s) with a track record of providing business technical assistance to Fourth Plain businesses.
- Administrative Costs: Up to 10% (\$30,000) for program administration, outreach, application processing, eligibility verification, grant disbursement, compliance, and reporting
- Total Funds Available for Direct Grants: Approximately \$270,000
- Maximum Grant Award: Up to \$10,000 per eligible business. (not to exceed more than 100% of lost revenue)
- Minimum Eligibility Threshold: Documented revenue loss of at least 40% during a defined impact period, or other metrics agreed upon by the City and the selected administrator of the grant programs.
- Anticipated Number of Businesses Served: Approximately 27 businesses.
- Grants to businesses must be disbursed within 6 months of launch of program. If a balance exists after 6 months, remaining funds will be returned to the City.
- Small businesses that receive a grant must also work with a small business technical assistance provider to ensure viable future strategic direction and business operation stability.

The administrative allocation is intended to ensure timely, accessible, and accountable delivery of the program, including multilingual outreach, applicant technical assistance, verification of financial documentation, execution of disbursement, and required reporting to the City.

Eligible Uses of Funds

Grant funds awarded through the Fourth Plain Small Business Resiliency Grant Program may be used solely for reasonable and necessary business operating expenses that directly

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support business stabilization, continuity, and job retention. All uses must be incurred during the eligible grant period and be consistent with the public purpose of the program.

Eligible uses include, but are not limited to:

1. Payroll and Workforce Stabilization

- Employee wages and salaries
- Employer-paid payroll taxes and benefits
- Costs necessary to retain existing employees or prevent layoffs

2. Rent, Utilities, and Occupancy Costs

- Commercial rent or lease payments
- Utilities, including electricity, water, gas, internet, and phone services

3. Professional and Technical Services

- Accounting or bookkeeping services
- Legal services related to business compliance, licensing, contracts, or lease matters
- Business consulting directly related to financial stabilization or recovery

4. Licensing, Permitting, and Compliance Costs

- City, county, or state business license fees
- Permits or inspections required to operate legally
- Costs associated with regulatory compliance

5. Marketing and Customer Re-Engagement

- Advertising and promotional costs
- Website updates, e-commerce setup, or online ordering tools
- Signage or outreach materials to re-attract customers

6. Insurance and Required Operating Coverage

- Commercial liability insurance
- Workers' compensation insurance
- Other insurance required to maintain lawful business operations

7. Other Working Capital Expenses

- Other reasonable and necessary operating costs approved by the program Administrator that directly support business stabilization and continuity. Must be approved by the City.

Ineligible Uses of Funds

To ensure compliance with state law and the Washington Constitution, grant funds **may not** be used for:

- Personal expenses unrelated to business operations
- Increased Owner compensation or back pay outside the eligible grant period
- Payment of fines, penalties, or legal judgments
- Purchase of real property or major capital assets
- Debt repayment unrelated to current business operations

To request other formats, please contact:

Victor Saldanha | 360-487-0739 | TTY: 711 | victor.saldanha@cityofvancouver.us

- Any use prohibited by state or local law

Compliance and Safeguards

Administrator must:

- Execute a written grant agreement with the City.
- Certify that funds will be used only for eligible purposes.
- Maintain documentation demonstrating appropriate use of grant funds by businesses.
- Acknowledge the City's right to audit and recover funds in cases of misuse or misrepresentation.
- Connect grant recipients to appropriate small business technical assistance.

Scope of Services

The selected administrator shall:

- Conduct outreach and engagement within the Fourth Plain Investment Area, including multilingual outreach
- Manage application intake and provide applicant technical assistance
- Verify eligibility, business location, and revenue loss documentation
- Execute disbursement of funds on behalf of the City
- Maintain financial controls, documentation, and audit-ready records
- Provide regular reporting and a final program report to the City

Eligibility and Verification

Applicants of the small business resiliency grant must be small businesses operating within the Fourth Plain Investment Area and demonstrate a minimum 40% revenue loss during a defined impact period and meet the eligibility requirements below. The administrator and the City can discuss other metrics as long as they are supporting program goals.

Reporting Requirements

The administrator shall submit periodic reports including the number of applications received, grants awarded, total funds disbursed, average processing time, and self-reported outcomes such as business continuity and jobs retained.

To request other formats, please contact:

Victor Saldanha | 360-487-0739 | TTY: 711 | victor.saldanha@cityofvancouver.us

- Income Restrictions: At least one business owner with greater than 20% ownership must be at or below 100% of Area Median Income (AMI).
- Must be restaurant, childcare, or retail business with a storefront location.
- Must have at least 40% loss of revenue in the last 12 months.
- Gross revenue not to exceed 2 million annually

To request other formats, please contact:

Victor Saldanha | 360-487-0739 | TTY: 711 | victor.saldanha@cityofvancouver.us

2/23/2026

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION of the City Council of Vancouver, Washington, authorizing the establishment of the Small Business Resiliency Grant Program, approving the use of Fourth Plain for All Investment funds to provide direct financial assistance to qualifying small businesses, authorizing the selection of qualified nonprofit community based organization to administer the program, and authorizing the City Manager or designee to execute agreements necessary to implement the program.

WHEREAS, small businesses are a critical driver of Vancouver's local economy, providing essential goods and services, creating jobs for residents, and contributing to the cultural identity and economic vitality of neighborhoods such as the Fourth Plain Investment Area, and

WHEREAS, the Fourth Plain Investment Area includes a high concentration of microenterprises, immigrant and BIPOC-owned businesses, and service-based firms that rely heavily on consistent local customer demand and foot traffic, and

WHEREAS, small businesses in the Fourth Plain Investment Area have faced compounding economic pressures, including rising operating costs, workforce instability, reduced consumer spending, and periods of sudden revenue disruption, which disproportionately impact businesses with limited cash reserves and restricted access to traditional financing, and

WHEREAS, even short-term revenue losses can place otherwise viable small businesses at risk of permanent closure, resulting in job loss, increased commercial vacancy, and reduced access to neighborhood goods and services, and

RESOLUTION - 1

WHEREAS, the program aligns with the City’s Fourth Plain for All Investment Strategy and Economic Development Strategy, advancing inclusive entrepreneurship, small business development, and community wealth-building across Vancouver’s diverse entrepreneurial ecosystem, and

WHEREAS, cities across the region and nation have implemented targeted small business resiliency grant program as short-term stabilization tools to respond to economic shocks, recognizing that modest, timely financial assistance can help businesses remain open, retain employees, and stabilize commercial corridors, and

WHEREAS, such programs are designed not as subsidies, but as strategic economic development interventions that protect local jobs, preserve neighborhood vitality, and sustain the local tax base, and

WHEREAS, RCW 35.21.703 authorizes cities to develop and implement economic development programs and to contract with nonprofit organizations to carry out those programs, providing a clear legal basis for the City of Vancouver to fund and administer a small business resiliency grant program, and

WHEREAS, in November 2023, the City Council adopted the Fourth Plain for All Investment Strategy, committing American Rescue Plan Act (ARPA) and City resources to coordinated, place-based investment framework focused on economic mobility, small business growth, anti-displacement, and community wealth-building in historically underserved area, and

WHEREAS, the City has allocated \$300,000 in Fourth Plain for All Investment funds to support corridor-based small businesses and these funds are available to establish a Small Business Resiliency Grant Program, and

RESOLUTION - 2

WHEREAS, the City intends for the program to be administered by qualified nonprofit community-based organizations with demonstrated experience providing culturally responsive small business technical assistance within the Fourth Plain Investment Area.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. Findings. The City Council adopts and incorporates the recitals as findings. The City Council further finds that the establishment of the Small Business Resiliency Grant will achieve the purpose of promoting economic development, strengthening small business resilience, and advancing equitable access to market opportunities within the City of Vancouver.

Section 2. The City Council hereby approves the creation and implementation of a Small Business Resiliency Grant with \$300,000 in funding approved for this purpose from the Fourth Plain for All Investment Strategy to support Vancouver based small businesses through contracting with a non-profit community-based organization.

Section 3. The City Manager or designee is authorized to identify and select Small Business Resiliency Grant partner(s) through an appropriate procurement process and negotiate and execute any agreements necessary for the administration, delivery, and funding of the program.

RESOLUTION - 3

Section 4. Funding and Grant Structure.

The Fourth Plain Small Business Resiliency Grant Program shall operate under the following parameters:

- Total Program Funding: \$300,000
- Administrative Costs: Up to 10% (\$30,000) for program administration and delivery
- Funds Available for Direct Grants: Approximately \$270,000
- Maximum Grant Award: Up to \$10,000 per eligible business, not to exceed 100% of documented revenue loss.
- Minimum Eligibly Threshold: At least 40% documented revenue loss during a defined impact period, or other metrics agreed upon by the City and program administrator.
- Grant Disbursement Timeline: Grants must be fully disbursed within six (6) months of program launch; any remaining funds shall be returned to the City.
- Technical Assistance Requirements: Grant recipients must participate in small business technical assistance to support long-term business viability and operational stability.

Section 5. Eligible Uses of Grant Funds.

Grant funds may be used solely for reasonable and necessary business operating expenses that directly support business stabilization, continuity, and job retention, including but not limited to payroll, rent, utilities, professional services, licensing and compliance costs, marketing and customer re-engagement, required insurance, and other City-approved working capital expenses consistent with the programs public purpose.

Section 6. Ineligible Uses of Grant Funds.

Grant funds shall not be used for personal expenses unrelated to business operations, increases of owner compensation, fines or penalties, purchase of real property or major capital assets, unrelated debt repayment, or any use prohibited by state or local law.

Section 7. Compliance and Safeguards.

The program administrator shall execute a written agreement with the City, certify eligible use of funds, maintain audit-ready documentation, acknowledge the City's right to audit and recover funds in cases of misuse or misrepresentation.

Section 8. Reporting Requirements.

The program administrator shall submit periodic and final reports to the City documenting program performance, including applications received, grants awarded, funds disbursed, processing timelines, and self-reported outcomes such as business continuity and jobs retained.

Section 9. Authorization to Execute Agreements.

The City Manger or designee is authorized to execute contracts, grant agreements, and other documents necessary to implement and administer the Small Business Resiliency Grant Program in accordance with this resolution and applicable law.

Section 10. This resolution shall be effective immediately upon adoption.

ADOPTED at a Regular Meeting of the Vancouver City Council this _____, of _____, 20__.

Anne McEnery-Ogle, Mayor

Attest:

Anthony Glenn, Deputy City Clerk

Approved as to form:

Nena Cook, City Attorney

A RESOLUTION of the City Council of the City of Vancouver approving a contract with PALISADES WEST LLC and its successors and assigns (Applicant) for an 8-year limited property tax exemption for market-rate rental housing, for the properties located at 19104 and 19110 SE Brady Road, Camas WA 98607 (Exhibit A).

Staff Report: 036-26

To: Mayor and City Council
From: City Manager
Date: February 23, 2026

Subject

Multifamily Tax Exemption — Palisades West Apartments

Key Points

- Application for an 8-year market rate multifamily tax exemption (MFTE) project.
- 165 new residential units.
- Provides \$1.6 million in fees in lieu of affordability.

Strategic Plan Alignment

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

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

Present Situation

The mixed-use project is located in east Vancouver at the NW corner of SE Brady Road and SE 192nd Avenue within the “East Vancouver” MFTE Target Area. The applicant is requesting an 8-year multifamily housing limited property tax exemption for a market-rate, mixed-use development. The project includes 165 new residential rental units, as well as 15,000 square feet of leasable commercial space, 13 extended-stay hotel units, and 207 associated parking spaces. A future retail phase is planned at the corner of 192nd and Brady Road. The residential development units will include studio, one, and two-bedroom units. Amenities will include a fitness center, indoor bike storage, and rooftop garden, pet, and golf features.

Unit Type	Total Units	Avg Unit Size	Rent
Studio	20	565	\$1,900
1-Bedroom	115	680	\$2,200
2-Bedroom	30	1080	\$3,000
	165		

(Table indicating total units, breakdown of unit types, and sizes)

The total estimated development cost for the phase I buildings is \$64.7million. Construction is expected to be complete in 2027 with the 8-year exemption potentially beginning in 2028.

As the market rate project, a fee in lieu of affordability will be required. Market rate projects in the East Vancouver MFTE target area require a fee in lieu of providing affordability equal to 50% of the anticipated value of the tax exemption. The fee in lieu of affordability for this project is \$1.6 million.

The fee must be paid prior to the final MFTE certificate unless the applicant requests a deferral to year 6 of the exemption. In order to defer the fee in lieu payment, an additional fee of 10% of the anticipated value of the tax exemption will be required prior to the final MFTE certificate approval.

Over the 20-year period following the start of construction, the project (less the exemption value) is anticipated to generate approximately \$8.83 million in taxes benefiting all taxing districts (ports, schools, county, city, etc.). A total of \$2.53 million in taxes will directly benefit the City of Vancouver. The estimated value of the tax exemption revenue for all taxing districts during the exemption is \$3.27 million. The value of the tax exemption specific to the City of Vancouver during the exemption would be \$1.1 million. Land value property taxes, building utility taxes, retail sales taxes and lodging taxes on the extended-stay units will still be collected during the exemption.

The climate/action green building elements proposed by the applicant include:

- Washington Energy Code compliant
- Sustainable building materials
- 21 EV parking stalls
- Solar carport installations (76 kW per 25 stalls)
- All residential units include air conditioning and electric heat pump water heaters
- Rooftop gardens
- 80% rooftop reflective material
- Bird-friendly window treatment
- Dark Sky compliant lighting

Advantage(s)

- Adds 165 new multi-family units in the East Vancouver residential target area.
- Adds 33 units of income restricted rental units for 12 years.
- Meets City Council climate action goals.

Challenge(s)

- Estimated value tax exemption revenue for all districts is estimated at \$3.27 million over 8 years.
- Estimated value tax exemption revenue specific to the City of Vancouver is estimated at \$1.1 million over 8 years.

Budget Impact

None. The structural improvement portion of the property tax (for the residential use portion only) will be exempt for 8 years, however, the City will continue to receive taxes from the land value and other

revenues from the development, including taxes generated by construction materials, utility, retail sales, and lodging taxes. Following the 8-year exemption period, the property will return to the tax base as new construction and the City and other taxing districts will begin receiving the residential portion of the property taxes.

Prior Council Review

None

Action Requested

On Monday, February 23, 2026, adopt a resolution authorizing the City Manager, or designee, to execute a conditional multi-family property tax exemption certificate and take any and all action necessary to enforce the terms thereof.

Staff Contact

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

Attachments:

1. Presentation
2. Resolution
3. Contract



CITY OF
Vancouver
WASHINGTON

Palisades West Apts. Multifamily Tax Exemption

Vancouver City Council
Public Hearing
February 23, 2026

Bryan Monroe- Associate Housing Coordinator-
Economic Prosperity and Housing Department

Agenda

- Exemption Option
- Project Details
- Tax Summary
- Additional Information
- Requested Action



MFTE Option Type



8 year

- Market-rate project option with Affordable Housing Fee Development Agreement

8 year

- Market-rate project option meeting target area minimum density goals

12 year

- Income-based project with 20% of units for households earning up to 80% MFI

12 year

- Ownership opportunity projects



Project Details

Two, 6-story buildings

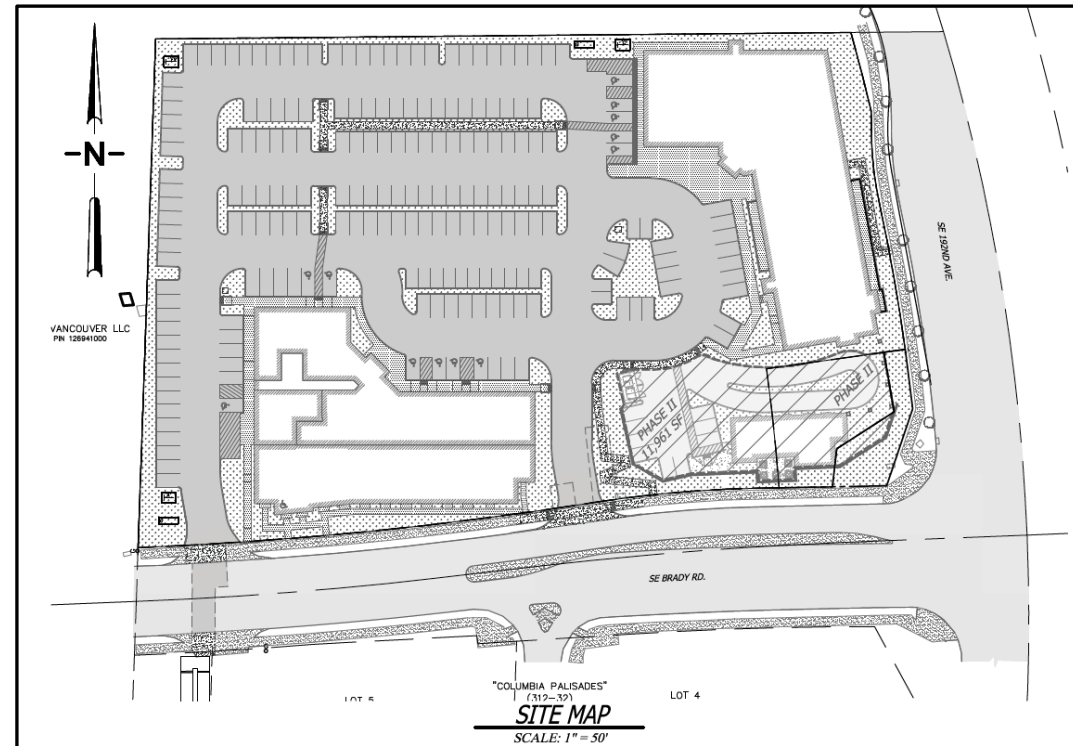
165 total rental units

Studio, 1-bed, 2-bed units

207 parking spaces

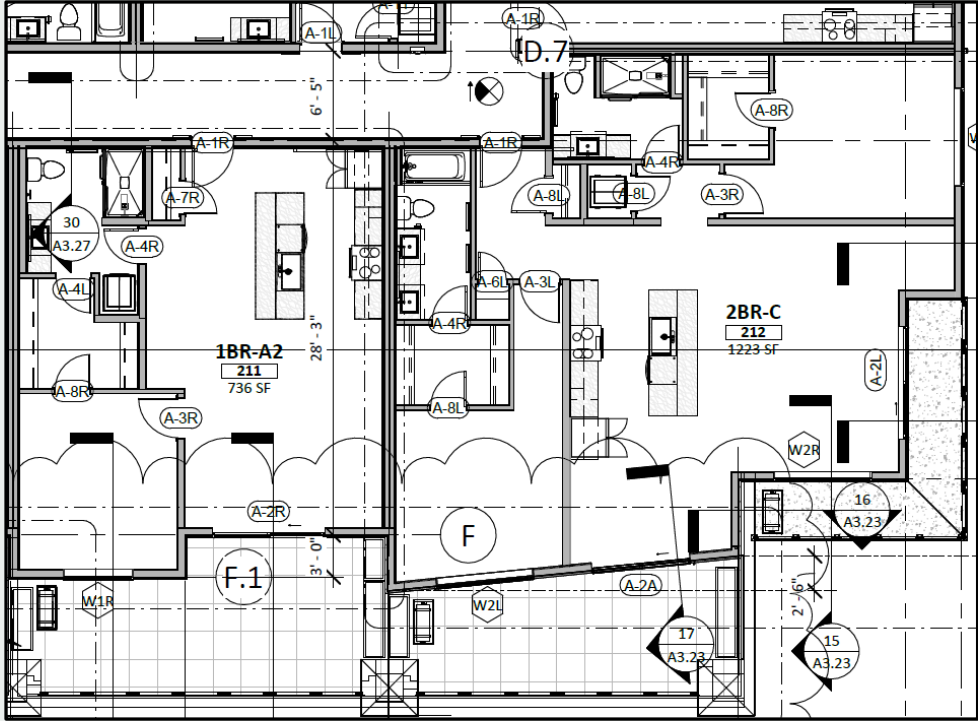
15,000 sf commercial

13 extended stay units



Unit Details

Type	Av. Size	Total Units	Rent
Studio	565	20	\$1,900
1 Bedroom	680	115	\$2,200
2 Bedroom	1080	30	\$3,000
		165	



Tax Summary

	All taxing districts	City of Vancouver
Net Present Value of future tax revenue* (20 year)	\$12.1 million	\$3.63 million
Net present value exempted tax revenue (during exemption period)	\$3.27 million	\$1.1 million
Net Present Value Benefit	\$8.83 million	\$2.53 million

*Estimated discounted present value of construction sales tax, retail sales tax, utility tax and property tax over 20 years.



Fee In Lieu

- Market rate projects require a Fee in lieu of providing affordability is equal to 50%
- The Fee in Lieu of affordability for this project is approximately \$1.6 million
- Fee must be paid prior to final certificate unless requests a deferral to year 6 of the exemption.



Green Building Measures

- Washington Energy Code compliant
- Sustainable building materials
- 21 EV parking stalls
- Solar carport installations (76kW/25 stalls)
- Electric heat pump water heaters for res. units
- 1st floor bird friendly glass
- 80-85% reflective roof materials
- Dark Sky compliant lighting



Requested Action

Adopt the resolution authorizing the City Manager or designee to execute a multi-family housing limited property tax exemption certificate and take any and all action necessary to enforce the terms thereof.



Thank You



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



[Meeting Date]

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION of the City Council of the City of Vancouver approving a contract with PALISADES WEST LLC and its successors and assigns (Applicant) for an 8-year limited property tax exemption for market-rate rental housing, for the properties located at 19104 and 19110 SE Brady Road, Camas WA 98607 (Exhibit A).

WHEREAS, the City of Vancouver desires to stimulate new construction of multi-family rental housing in specifically designated “Residential Target Areas” to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and encourage development densities supportive of tenant use, and

WHEREAS, the City has, pursuant to authority granted under the Revised Code of Washington (RCW 84.14), designated various “Residential Target Areas” for the provision of limited property tax exemptions for new multi-family residential housing; and

WHEREAS, the City has set forth in Chapter 3.22 of the Vancouver Municipal Code (VMC) a program whereby property owners may qualify for a “Final Certificate of Tax Exemption,” which certifies to the Clark County Assessor and Treasurer that a property is eligible to receive a limited property tax exemption; and

WHEREAS, The Applicant is interested in receiving a limited property tax exemption for constructing a mixed-use development that includes 165 units of new, multifamily, market-rate rental housing within a designated “Residential Target Area” identified in Chapter 3.22 VMC; and,

RESOLUTION - 1

WHEREAS, the Applicant has submitted to the City a complete application for the City's limited tax exemption program outlining a proposed mixed-use development including new multi-family rental housing, to be constructed on properties located at 19104 and 19110 SE Brady Road, Camas WA 98607, Specifically Assessor's tax lots 986050747 & 986050748 (Property); and

WHEREAS, the City has determined that the Applicant's proposed development can satisfy the requirements for a Final Certificate of Tax Exemption.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The MFTE Contract attached hereto as Exhibit B between PALISADES WEST LLC, and the City of Vancouver, a Washington Municipal Corporation, is approved.

Section 2. The City Manager or their designee is authorized to execute the Contract attached hereto as Exhibit B.

ADOPTED at a regular session of the Vancouver City Council this 23rd day of February 2026.

Anne McEnery-Ogle, Mayor

Attest:

Approved as to form:

Anthony Glenn, Deputy City Clerk

Nena Cook, City Attorney

Resolution
Exhibit A
Legal Description

Tax lot 986050748

LOT 7, COLUMBIA PALISADES recorded in Book Page 32, records of Clark County
Washington

Tax lot 986050747

LOT 6, COLUMBIA PALISADES recorded in Book Page 32, records of Clark County
Washington

RESOLUTION - 3

**CONTRACT
for
MULTI-FAMILY HOUSING LIMITED PROPERTY TAX
EXEMPTION**

THIS CONTRACT is entered into this 23rd day of February 2026, by and between PALISADES WEST LLC, and its successors and assigns hereinafter referred to as “Applicant”, and the CITY OF VANCOUVER, a Washington Charter City of the First Class (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, the City desires to stimulate new construction of multi-family housing in certain designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and to encourage development densities supportive of transit use, and

WHEREAS, the City has, pursuant to authority granted to it under the Revised Code of Washington (RCW), designated various Residential Target Areas for the provision of limited property tax exemptions for new multi-family residential housing, and

WHEREAS, the City is interested in promoting new housing in the East Vancouver residential target area of the City of Vancouver, and

WHEREAS, the City has, as set forth at Chapter 3.22 of the Vancouver Municipal Code (“VMC”), enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Clark County Assessor and Treasurer that the Applicant is eligible to receive a limited property tax exemption, and

WHEREAS, the Applicant is interested in receiving a limited property tax exemption for constructing a mixed-use multiple building development, including 165 units of new multi-family residential housing within a designated Residential Target Area identified in Chapter 3.22 VMC, and

WHEREAS, the Applicant, agrees to pay a fee in lieu of providing affordability in the amount of \$1,635,591.13 prior to the issuance of the final MFTE certificate, unless applicant chooses to defer fee payment until year six of the exemption per VMC 3.22.00 (D)(9)(a).

RESOLUTION - 1

WHEREAS, the Applicant has submitted to the City a complete application for the City's limited tax exemption program outlining the proposed development of new multi-family residential housing to be constructed on property described in the legal description in Exhibit A (Property) for an 8-year market rate tax exemption, and

WHEREAS, the City has determined that the Applicant's proposed development outlined herein will satisfy the requirements for a Final Certificate of Tax Exemption.

NOW THEREFORE, the City and Applicant mutually agree as follows:

1. The City agrees to issue the Applicant a Conditional Certificate of Tax Exemption.
2. The Applicant agrees to construct on the Property multi-family residential housing as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City Council approval of this Contract. In no event shall such construction provide fewer than 165 new permanent multi-family residential units.
3. The Applicant agrees to implement the green building improvements listed in Exhibit B prior to issuance of the final MFTE certificate.
4. The Applicant agrees to pay a fee in lieu of providing affordability in the amount of \$ \$1,635,591.13 prior to the issuance of the final MFTE certificate, unless applicant chooses to defer fee payment per VMC 3.22.00 (D)(9)(a).
5. The Applicant agrees to complete construction of the agreed upon improvements within three years from the of City Council approval of this Contract, or within any extension thereof granted by the City.
6. The Applicant agrees, upon completion of the building improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Director of Economic Prosperity and Housing ("Director") the following:
 - (a) A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;
 - (b) A description of the completed work and a statement of qualifications for the exemption; and
 - (c) A statement that the work was completed within the required three-year period or any authorized extension or any extension thereof.
 - (d) Electronic copies of as-built site plan and building floor plans.
7. The City agrees, conditioned on the Applicant's successful completion of the Property improvements and on the Applicant's filing of the materials described in Paragraph 6 above, and the payment of the fee-in-lieu described in paragraph 4 above (or approved fee in lieu deferral application) to file a Final Certificate

RESOLUTION - 2

of Tax Exemption with the Clark County Treasurer and Assessor.

8. The Applicant agrees, within 30 days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption, and each year thereafter for a period of eight years, to file a notarized declaration with the Director indicating the following:
 - (a) A statement identifying the total number of occupied and vacant multi-family units receiving a property tax exemption;
 - (b) A certification that the property continues to be in compliance with this Contract, Chapter 3.22 VMC, and Chapter 84.14 RCW;
 - (c) A description of any improvements or changes to the property constructed after the issuance of the certificate of tax exemption; and
 - (d) The total monthly rent for each unit.
9. The Applicant agrees to maintain the Property including all improvements in compliance with all applicable City codes and requirements.
10. If the Applicant converts the multi-family residential housing units constructed under this Contract to another use, the Applicant shall notify the Clark County Assessor and Treasurer and the City Economic Prosperity and Housing Director within 60 days of such change in use.
11. The Applicant agrees to notify the Economic Prosperity and Housing Director promptly of any transfer of the Applicant's ownership interest in the site or in the improvements made to the site under this Contract.
12. Applicant acknowledges that if any portion of the project property exempted by the MFTE Program is transferred to a separate ownership entity, that an application for modification of the tax exemption certificate may be required to be reviewed and approved by City Council. If the new ownership interest declines to participate in the MFTE program, the entire exemption will be cancelled, and the Applicant will be subject to any taxes, interest, and penalties from the Clark County Tax Assessor.
13. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Applicant, its successors and assigns, fail to comply with any of the terms and conditions of this Contract. Cancellation of the Final Certificate of Tax Exemption may subject the Applicant to potential tax liability as further described in RCW 84.14;
14. No modifications of this Contract shall be made unless mutually agreed upon by the parties in writing.
15. This agreement is conditioned upon the receipt of mutual benefits – each of which is conditioned upon the others. Therefore, absent an amendment to this agreement, the parties agree that if any aspect of this agreement should be

declared invalid by a court of competent jurisdiction, the entire agreement shall be deemed null and any Certificate of Tax Exemption that has been issued shall be canceled.

- 16. Applicant agrees that this Contract is subject to the Vancouver Multi-Family Housing Tax Exemption set forth at Vancouver Municipal Code, Chapter 3.22.

CITY OF VANCOUVER

PALISADES WEST LLC

Lon Pluckhahn, City Manager

Name Title

Attest:

Approved as to form:

Anthony Glenn, Deputy City Clerk

Nena Cook, City Attorney

CONTRACT EXHIBIT A
LEGAL DESCRIPTION

Tax lot 986050748:

LOT 7 OF THE COLUMBIA PALISADES PLAT RECORDED IN BOOK 312 PAGE 032,
RECORDS OF CLARK COUNTY

Tax lot 986050747:

LOT 6 OF THE COLUMBIA PALISADES PLAT RECORDED IN BOOK 312 PAGE 032,
RECORDS OF CLARK COUNTY

RESOLUTION - 5

**CONTRACT EXHIBIT B
GREEN BUILDING ELEMENTS**

- Buildings are Washington Energy Code compliant
- 21 EV parking stalls
- Solar carport installations (76kW/25 stalls)
- Electric heat pump water heaters
- Rooftop gardens
- 1st floor bird friendly glass
- 80-85% reflective roof materials
- Dark Sky compliant lighting
- Sustainable building materials

Compliance of above noted features to be confirmed prior to issuance of final MFTE certificate.

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver; amending the zoning map designation from R-22 to R-35 at a 1.6 acre property at 7711 and 7809 NE 58th Street, tax lots 107971000 and 107982000; providing for severability; and establishing an effective date.

Staff Report: 037-26

To: Mayor and City Council
From: City Manager
Date: February 23, 2026

Subject

Ordinance for the 58th Street Rezone Reapplication

Key Points

- Following fall 2025 denial of a request for R-50 zoning, the applicant reapplied for less intensive R-35 zoning, which was recommended for approval by the Planning Commission at a November 18, 2025, public hearing, and generally supported by City Council members at a December 1, 2025, Communications discussion.
- Several City Council and Planning Commission members voiced support for a Development Agreement (DA), to ensure future development is consistent with the proposed R-35 zoning and does not utilize an otherwise allowed 25% density bonus, and to ensure that applicant pledges regarding tree retention and building placement are realized.
- The applicant has declined to enter into a DA, citing a potential desire for future development to utilize the allowed density bonus, and not be subject to the City Green Building Policy, and the fact that more intensive zoning without a DA is envisioned to be applied by the City through the anticipated June 2026 Comprehensive Plan update.

Strategic Plan Alignment

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

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

Present Situation

The 1.6-acre rezone site contains two existing single-family homes. To the north across 58th Street is Raymond Shaffer Park, zoned Park. East and west are larger single family homesites zoned R-22. South and southeast is a City of Vancouver stormwater facility also zoned Park. Shaffer Park is undeveloped but is currently undergoing master planning, with construction anticipated later in 2026, including frontage improvements and sidewalks on the north side of 58th Street. Park construction is not tied to the outcome of the rezone proposal.

The applicant has provided a conceptual site plan indicating the proposed apartment building will be located in the northeast corner of the site, and has indicated an intent to retain all mature trees at the southern border of the rezone site, and most mature trees on the western border.

City transportation staff has indicated that future development of the site under either existing R-22 zoning or the proposed R-35 would require crosswalk improvements on 58th Street linking the rezone site to Shaffer Park to the north, and construction of a 5-foot wide asphalt path on the south side of 58th Street along the frontage of the two adjacent properties east and west of the rezone site. The paths would extend approximately 100 and 130 feet to east and west of the rezone site and be located in the right-of-way and would not require negotiation with the neighboring properties.

The recently endorsed draft Preferred Alternative of the pending Comprehensive Plan and zoning code update identifies the rezone site as Medium Scale Neighborhood (MSN), a new designation which would allow multi-family housing and various commercial uses up to 75 feet in height. The current R-22 zone allows buildings up to 50 feet. The requested R-35 zone allows buildings up to 60 feet.

The applicant has included a non-binding conceptual site plan envisioning future development under the proposed R-35 zone of a three-story, 54-unit apartment building, but has also indicated they may seek the 25% density bonus allowed under the VMC 20.540, Transit Overlay District (TOD), which would allow up to 68 units.

Advantage(s)

The proposed rezone to R-35 would allow for shorter-term construction of 54 housing units under base zoning, or up to 68 units with the density bonus. Either would provide more and smaller housing units than the current R-22 zone, which would allow only 36 units and is unlikely to be developed in the short term given that it has not developed thus far.

Challenge(s)

1. The proposed rezone to R-35 now would allow future site plan development under differing standards than those envisioned in the pending city Comprehensive Plan and zoning code update.
2. The absence of a Development Agreement could result in shorter-term development that exceeds the baseline density allowances of the R-35 zone (because it utilizes the TOD density bonus) and does not include the tree retention pledges on the rezone site's southern and western borders.

Budget Impact

No significant direct impacts are anticipated

Prior Council Review

December 1, 2025 – Communications

Action Requested

On Monday, February 23, 2026, advance the ordinance to consider the proposed rezone to R-35 setting the date for the second reading and public hearing for March 2, 2026.

Staff Contact

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

Attachments:

1. Ordinance
2. 58th Street rezone presentation

**ATTACHMENT A- ORDINANCE FOR 58th STREET ZONING MAP
CHANGE REAPPLICATION**

02/23/26

03/02/26

ORDINANCE NO. M_____

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver; amending the zoning map designation from R-22 to R-35 at a 1.6 acre property at 7711 and 7809 NE 58th Street, tax lots 107971000 and 107982000; providing for severability; and establishing an effective date.

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

WHEREAS, pursuant to VMC 20.285.020(2) and VMC 20.285.030(1), a proposed standalone zoning map amendment from R-22 to R-50 not requiring Comprehensive Plan changes was submitted by the property owner, and reviewed by the Vancouver Planning Commission at a duly advertised work session on April 8, 2025, and a duly advertised public hearing on May 13, 2025, and at that hearing voted 4-3 to recommend denial of the zoning map amendment described herein for adoption to the City Council; and

WHEREAS, the City Council conducted a duly advertised workshop discussion on June 16, 2025, and a duly advertised first reading of the proposed ordinance and public hearing on August 4 and August 11, 2025, following which the Council agreed with the Planning Commission recommendation, and found that the proposed rezone to R-50 was not consistent with applicable VMC 20.285.060 criteria as found in the staff report for the May 13, 2025 Planning Commission

public hearing and discussed at the August 11, 2025 City Council public hearing deliberations; and

WHEREAS, the applicant resubmitted an application for a zone change not requiring a Comprehensive Plan amendment from R-22 to R-35, which was reviewed by the Vancouver Planning Commission at a duly advertised work session on September 23, 2025, and a duly advertised public hearing on November 18, 2025, and at that hearing voted 5-2 to recommend approval of the zoning map amendment described herein for adoption to the City Council; and

WHEREAS, the City Council conducted a duly advertised communications discussion on December 1, 2025, and a duly advertised first reading of the proposed ordinance and public hearing on March 2, 2026 and March 16, 2026, following which the Council agreed with the Planning Commission recommendation, and found that the proposed rezone to R-35 is consistent with applicable VMC 20.285.060 criteria as found in the staff report for the November 18, 2025 Planning Commission public hearing and discussed at the March 16, 2026 City Council public hearing deliberations; and

WHEREAS, the cumulative environmental impacts of the proposed 2025 zoning map changes have been reviewed and determined to be nonsignificant pursuant to the State Environmental Policy Act. A Determinations of Non-significance (DNS) was issued on April 28, 2025 for the proposed map change; and

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

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings and Conclusions. The findings and conclusions as set forth in the staff report for the November 18, 2025 Planning Commission public hearing, and City Council discussions at the March 16, 2026 public hearing, are hereby adopted as the City Council's findings of fact; and

Section 2. Zoning Code Map Amendment. The City of Vancouver Zoning Map established under VMC 20.130.020 is hereby amended to change properties at 7711 and 7809 NE 58th Street, tax lots 107971000 and 107982000, from R-22 to R-35; and

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

Section 4. Effective Date. This ordinance shall go into effect 30 days after adoption.

Section 5. Instruction to City Clerk. The City Clerk shall transmit a copy of the revised development code to the Washington Department of Commerce.

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

_____.

SIGNED this _____ day of _____, 2026

Anne McEnery-Ogle, Mayor

Attest:

Anthony Glenn, Deputy City Clerk

Approved as to form:

Nena Cook, City Attorney

SUMMARY

ORDINANCE NO. M_____

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver; amending the zoning map designation from R-22 to R-35 at a 1.6 acre property at 7711 and 7809 NE 58th Street, tax lots 107971000 and 107982000; providing for severability; and establishing an effective date.

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](#).



CITY OF
Vancouver
WASHINGTON

58th Street Rezone

Reapplication

City Council Public Hearing

Bryan Snodgrass

Principal Planner

Community Development Department

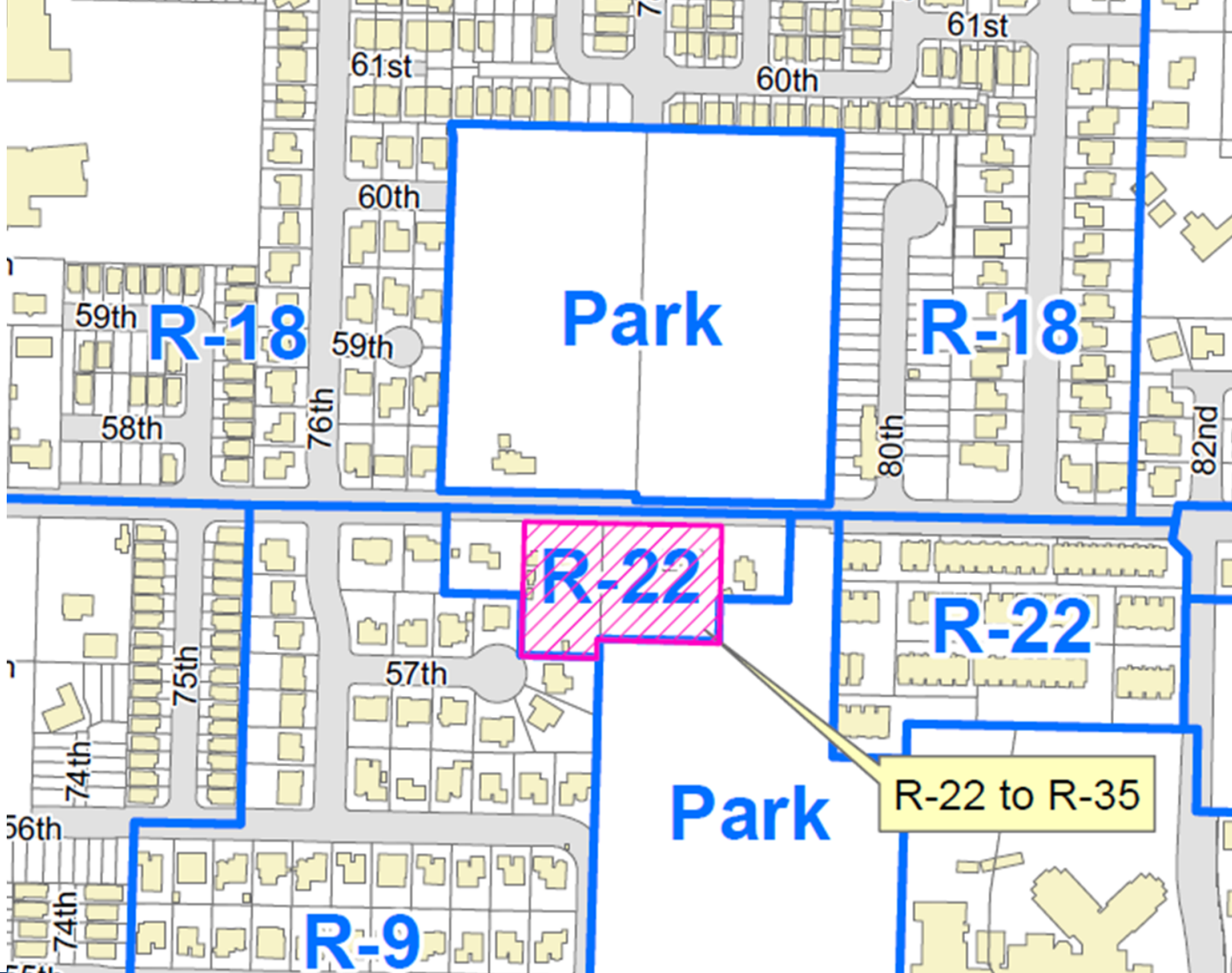
March 2, 2026



Agenda

- Staff review of project proposal and history
- City Council questions, applicant and public testimony, and Council deliberation and decision





Area Zoning

- Applicant has reapplied for R-35 zoning after R-50 denied by City Council in August 2025.
- R-35 recommended by Planning Commission on November 18, 2025 by 5-2 vote.
- Medium Scale Neighborhood designation envisioned in 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

- Three story, 50 foot high, 54-unit apartment envisioned
- Applicant indicates they want to retain option to utilize 25% density bonus currently allowed under Transit Overlay District if site plan submitted before spring 2026 update
- Applicant has declined to enter into Development Agreement as suggested by various City Council and Planning Commission members



	Allowed under R-22	Allowed under R-35	Allowed under Medium Scale Neighborhood
Number of units	36 (45 with TOD density bonus)	57 (70 with TOD density bonus)	Maximum determined by height. No density bonus
Maximum building height	50 feet	60 feet	75 feet

Allowed Density and Height under Potential Zoning Scenarios





Return to City Council

- Recommended Action - Consider ordinance for approval of rezone from R-22 to R-35



Thank You



bryan.snodgrass@cityofvancouver.us

360-487-7946



AN ORDINANCE of the City of Vancouver relating to changes to the Bylaws of the Downtown Redevelopment Authority (“DRA”); adopting an amendment to Section 2.09 of the Bylaws clarifying the employment status of the Executive Director.

Staff Report: 038-26

To: Mayor and City Council
From: City Manager
Date: February 23, 2026

Subject

Amendment to Downtown Redevelopment Authority Bylaws

Key Points

- The Downtown Redevelopment Authority (DRA) was established by City Council in 1997 and led the development of the Vancouver Convention Center (“Convention Center”) and Hilton Hotel (“Hotel”).
- The Executive Director of DRA historically has been an at-will employee of the City.
- The City controls and oversees operations of the DRA for the sole purpose of correcting any deficiency and assuring that the purposes of the DRA are reasonably accomplished pursuant to RCW 35.21.745 and VMC 2.73.230.
- The DRA bylaws must be clarified to reflect that the Executive Director will be an at-will employee of the City subject to appointment and removal by the City Manager.

Strategic Plan Alignment

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

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

Present Situation

The DRA was established to develop and own the Convention Center and Hotel, two critical assets for the economic health and vitality of downtown Vancouver. While DRA is an independent public authority, an at-will City employee has historically served as Executive Director and all administrative support for the operations of DRA has been provided by the City through an Interlocal Agreement for Administrative Services.

In addition to the operational overlap between the City and DRA, the City provides financial support to DRA through a debt service guaranty on DRA-issued revenue bonds and the pledge of lodging taxes paid to the City to pay debt service on DRA-issued tax revenue bonds. This financial support expands the amount of debt available to DRA to fund capital investments in the Convention Center and Hotel and lowers interest costs for DRA.

The DRA is planning a major expansion of the Convention Center that will increase visitors to downtown Vancouver and help transform a vacant lot and building in the heart of Vancouver’s central city. Additionally, the City is collaborating with the DRA on two potentially transformative

redevelopment projects in downtown Vancouver:

1. The redevelopment of properties owned by the City behind City Hall and adjacent to the Convention Center into a mixed-use development and active public space; and
2. A proposed performing arts center that may be located on City-owned property behind the Convention Center and will require substantial investment by the City.

The City will likely be required to provide additional credit enhancements including but not limited to a debt service guaranty and allocation of lodging tax revenues for future debt offerings by DRA to finance the projects highlighted above.

Pursuant to RCW 35.21.745(1) and VMC 2.73.230, the City is responsible for overseeing and correcting deficiencies in the DRA's operations. The City proposes to amend the DRA bylaws to clarify that the DRA Executive Director must be an at-will City employee.

Advantage(s)

1. Ensures that existing approach to DRA operations continues.
2. Protects the financial interests of the DRA and the City.
3. Maintains collaborative relationship between the City and DRA, which protects the long-term viability of the Convention Center and Hotel.

Challenge(s)

This ordinance amends Section 2.09 of the DRA bylaws, which DRA amended by resolution on February 19, 2026. The DRA took this action despite the City's formal request that it table the proposed resolution due to noncompliance with its charter, bylaws, and certain financial obligations.

Budget Impact

None

Prior Council Review

City Council adopted Ordinance M-3302 in 1997 to establish DRA. The DRA Charter and bylaws have been subsequently amended by Ordinances M-3517, M-3738 and M-3939.

Action Requested

On Monday, February 23, 2026, advance the ordinance, setting the date for the second reading and public hearing for March 2, 2026.

Staff Contact

Jeffrey Towery, Deputy City Manager, Jeff.Towery@cityofvancouver.us

Attachments:

1. Presentation
2. Ordinance



Downtown Redevelopment Authority (DRA) Bylaws Amendment

Jeff Towery
Deputy City Manager
February 23, 2026



Agenda

- DRA Background and History
- City – DRA Relationship
- Future Collaboration
- Proposed Action



Downtown Redevelopment Authority (DRA) History

- City Council established DRA in 1997 as a public authority organized pursuant to the laws of State of Washington.
- The Convention Center and Hotel opened in 2005.
- DRA charter was amended by City Council in 2006 to focus on the development and management of Convention Center and Hotel.
- The Convention Center and Hotel are owned and managed by DRA.





DRA Governance & Operations

- DRA is governed by a seven-person board of directors appointed by City Council.
- DRA Executive Director has historically been an at-will City employee.
- All staffing and systems for DRA, including administrative support, financial management, IT, and project management, are provided by the City.



City Financial Support for DRA

The City provides ongoing financial support to DRA through:

- A debt service guaranty on DRA-issued project revenue bonds;
- A pledge of lodging taxes paid to the City to pay debt service on DRA-issued tax revenue bonds.

This financial support expands the amount of debt available to DRA to fund capital investments in the Convention Center and Hotel and lowers interest costs for DRA.



Proposed DRA/City Projects

The City and DRA are collaborating on a series of planned or proposed redevelopment projects in Downtown Vancouver:

- Convention Center expansion to grow capacity and attract more events and visitors;
- The redevelopment of properties owned by the City behind City Hall and adjacent to the Convention Center into a mixed-use development and active public space; and
- A proposed performing arts center that may be located on City-owned property behind the Convention Center and will require substantial investment by the City.



City Oversight of DRA

- Pursuant to State law, the City is responsible for overseeing and correcting deficiencies in the DRA's operations, including board governance lapses.
- City Council has amended the charter of DRA three previous times to refine mission, address changes to DRA operations and manage risk to the City.



Requested Action

Advance the ordinance amending the bylaws for the Downtown Redevelopment Authority clarifying the employment status of the DRA Executive Director, setting the date for the second reading and public hearing for March 2, 2026.



Thank You



2/23/26 (Date of First Reading)
3/2/26 (Date of Public Hearing)

ORDINANCE NO. M- [Ordinance Number]

AN ORDINANCE of the City of Vancouver relating to changes to the Bylaws of the Downtown Redevelopment Authority (“DRA”); adopting an amendment to Section 2.09 of the Bylaws clarifying the employment status of the Executive Director.

WHEREAS, the City Council of the City of Vancouver (“City”) adopted Ordinance M-3302, effective May 19, 1997, creating the DRA as a public authority organized pursuant to the laws of State of Washington, RCW 35.21.730 through RCW 35.21.759; and

WHEREAS, pursuant to RCW 35.21.745 any city that creates a public authority shall provide for its organization and operations and shall control and oversee its operation and funds in order to correct any deficiency and to assure that the purposes of each program undertaken are reasonably accomplished; and

WHEREAS, the Charter and Bylaws of the DRA were subsequently amended by City Council pursuant to Ordinances M-3517, M-3738 and M-3939; and

WHEREAS, since its inception, the City has provided all staff and administrative support for DRA, including staffing the Executive Director position through an Interlocal Agreement for Administrative Services between DRA and the City; and

WHEREAS, the DRA was established to construct, own, and manage the Vancouver Convention Center (“Convention Center”) and Hilton Hotel (“Hotel”), two critical assets for the economic health and vitality of downtown Vancouver; and

WHEREAS, the DRA issued the City Downtown Redevelopment Authority Conference Center Project Revenue Bonds in 2013 (“Project Revenue Bonds”) and the City Downtown

ORDINANCE - 1

Redevelopment Authority Conference Center Sales and Lodging Tax Revenue Bonds in 2013 (“Tax Revenue Bonds”) to refund existing debt and finance improvements to the Hotel and Convention Center; and

WHEREAS, the City provided a debt service guaranty through an Amended and Restated Payment Agreement between DRA and the City in 2013 that provided the necessary security to issue the Project Revenue Bonds in a cost-effective manner; and

WHEREAS, the City has pledged a certain amount of lodging taxes paid to the City to the DRA to help fund required debt service payments on the Tax Revenue Bonds; and

WHEREAS, the DRA is planning a major expansion of the Convention Center that will increase visitors to downtown Vancouver and help transform a vacant lot and building in the heart of Vancouver’s central city; and

WHEREAS, the DRA is collaborating with the City and the City Center Redevelopment Authority (“CCRA”) to redevelop properties owned by the City behind City Hall and adjacent to the Convention Center into a mixed-use development and active public space; and

WHEREAS, the DRA is collaborating with the City on a proposed performing arts center that will require substantial investment by the City and may be located on City-owned property behind the Convention Center; and

WHEREAS, the City will likely be required to provide credit enhancements including but not limited to a debt service guaranty and allocation of lodging tax revenues for future debt offerings by DRA to finance the expansion of the Convention Center and other adjacent capital projects; and

ORDINANCE - 2

WHEREAS, effective collaboration between DRA and the City on both current DRA operations and planned future projects requires regular coordination between DRA and City leadership and staff; and

WHEREAS, Section 2.09 of the Bylaws stated that the Executive Director was an employee at-will; and

WHEREAS, the DRA amended Section 2.09 of the Bylaws by resolution at its February 19, 2026 meeting, effective immediately, to, in part, make it permissible for the Executive Director to be an employee-at-will or an independent contractor and to give the Board sole discretion to remove the Executive Director;

WHEREAS, the DRA did not receive prior written consent from City Council in connection with amending Section 2.09 of the Bylaws in contravention of Article 7 Section 11 of the Amended and Restated Trust Indenture dated as of June 1, 2013 (effective June 27, 2013) (“Indenture”);

WHEREAS, the City desires to clarify that the Executive Director is an employee-at-will of the City; and

WHEREAS, City employees at-will are appointed and removed by the City Manager pursuant to City Charter Section 3.03;

WHEREAS, City Council desires that any other amendments to the DRA bylaws are not implemented without the prior written consent of the City in conformance with Article 7 Section 11 of the Indenture;

WHEREAS, pursuant to VMC 2.73.130 (C), the City Council may amend the Bylaws of the DRA by ordinance and pursuant to the Indenture to Article 7 Section 11 may amend this Bylaw as stated below because the amendment will not result in the inclusion of interest on any

ORDINANCE - 3

bonds in gross income for federal tax purposes or materially adversely affect the interest of the owners of the bonds.

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

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

Section 2. **Amendment.** Downtown Redevelopment Authority Bylaws Section 2.09 entitled “Executive Director” as initially codified by Ordinance Ord. M-3302 and amended by Ordinances M-3517, M-3738, M-3939, and amended by the DRA at its February 19, 2026 meeting and made effective immediately is hereby amended as follows:

Section 2.09 Executive Director. The Executive Director shall be the chief administrative officer of the Authority responsible for the day-to-day operations of the Authority and for carrying out the policies and directives of the Board. The Executive Director shall be appointed by the Vancouver City Manager after receiving input from the Board. The Executive Director shall make recommendations to the Board on practices, policies and programs of the Authority. ~~He or she~~ The Executive Director shall have such powers and perform such duties as may be prescribed from time to time by the Board. The Executive Director must be a City employee, ~~may be as provided in the Authority Charter, or may be~~ is an employee at-will ~~or an independent contractor. The Executive Director~~ and as such, may be removed, with or without cause, by the ~~Board in the Board’s sole discretion~~ Vancouver City Manager.

Section 3. **Effective Date.** This ordinance shall be effective five days after the date of passage.

DATE OF FINAL PASSAGE by the Vancouver City Council:

SIGNED this _____ day of _____, 2026.

To: Mayor and City Council
From: City Manager
Date: February 23, 2026

Subject

Approval of the Claim Vouchers

Key Points

Strategic Plan Alignment

Present Situation

Advantage(s)

Challenge(s)

Budget Impact

Prior Council Review

Action Requested

Approve claim vouchers for February 23, 2026.

Staff Contact

,

Attachments:

1. February 23, 2026 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:

\$ 25,596,502.23 this 23rd day of February 2026.

MAYOR

COUNCILMEMBER

AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
January 26, 2025 - February 15, 2026	Accounts Payable Checks (see attached)	\$ 20,894,513.99
January 26, 2025 - February 15, 2026	Hansen City Payments (see attached)	\$ 55,969.64
January 26, 2025 - February 15, 2026	Visa Refunds (see attached)	\$ 5,403.16
January 26, 2025 - February 15, 2026	Payroll Checks (see attached)	\$ 4,640,615.44
TOTAL		\$ 25,596,502.23

INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Expense Payment	Check	29581	1/28/2026	43.48	Charles Masi	Employee Reimbursement
Miscellaneous Payment	Check	29582	1/28/2026	50.00	BELMONT PLACE C/O AMS	Refundable damage deposit
Miscellaneous Payment	Check	29583	1/28/2026	771.37	Carol Berglund	RES-378217 (jobsite: 5101 NE 141ST CT A)
Miscellaneous Payment	Check	29584	1/28/2026	505,137.00	Eleva Members LLC	CMI-329740 & CMI-334763 (Eleva Bldg 1 & 2)
Miscellaneous Payment	Check	29585	1/28/2026	50.00	HARRY EDWIN CULP III	Refundable damage deposit
Miscellaneous Payment	Check	29586	1/28/2026	741.16	Latimer HVAC LLC	CMI-376471 (jobsite: 16020 SE Mill Plain Blvd # 113, Vancouver)
Miscellaneous Payment	Check	29587	1/28/2026	296.00	Lee-Built Construction	CMI-358395 (jobsite: 700 Washington ST Suite 501, Vancouver)
Miscellaneous Payment	Check	29588	1/28/2026	127.17	PLS Engineering	Refund parking permit COV09941 no longer needed.
Ad Hoc Payment	Check	29589	1/28/2026	96.06	Albert Griggs Jr or Rosemary Griggs	4220 NE 171ST AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	29590	1/28/2026	162.98	Alconcel,Anita or Bonifacio	9502 NE 104TH ST ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	29591	1/28/2026	146.66	Bartell,Nancy Ellen	1910 E 33RD ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	29592	1/28/2026	200.02	Bendt,Kevan or Stefanie	10801 NE 121ST AVE ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	29593	1/28/2026	424.35	Bruce,Maurine	3913 NE 152ND AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	29594	1/28/2026	73.33	Castaneda Landscaping	123 HYDRANT AVE ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	29595	1/28/2026	201.00	CMK and JDK Family Trust	4600 NW WASHINGTON ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	29596	1/28/2026	122.88	Diaz,Diocelina	15813 NE 87TH CIR ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	29597	1/28/2026	213.13	Eggert,Raymond or Cheryl	10503 NE 43RD ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	29598	1/28/2026	130.00	Estate of Audrey Rancore	4213 NE 127TH AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	29599	1/28/2026	159.42	Estate of James R Johnson	14206 NE 84TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	29600	1/28/2026	150.21	Fleischman,Rachel	14218 NE 69TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	29601	1/28/2026	52.58	GBOK Holdings LLC	3811 ROSE CT ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	29602	1/28/2026	263.00	Georgia A Yeats or Daryl Delich	10303 SE 13TH CIR ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	29603	1/28/2026	29.20	Gilmore,Megan	2017 NE 96TH CT ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	29604	1/28/2026	155.17	Hiebert,Lavanda or Edwin	3211 E 17TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	29605	1/28/2026	307.24	Jacobs,Debra	5415 NE 38TH AVE ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	29606	1/28/2026	134.43	Klam,Marlene	13210 SE 7TH ST ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	29607	1/28/2026	139.00	Klinger,David	3103 SE BALBOA DR ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	29608	1/28/2026	278.50	Linda or David Clafin	3904 NE 56TH AVE ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	29609	1/28/2026	165.62	Lloyd,Sandra K	5264 NE 121ST AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	29610	1/28/2026	70.61	Mcdaniel,Kelly	9716 NE 104TH CT ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	29611	1/28/2026	59.23	Michael Liang or Melissa Horton	17219 SE 36TH ST ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	29612	1/28/2026	257.64	Michael or Corazon Rash	16506 NE 13TH ST ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	29613	1/28/2026	1,693.69	Midway Underground	123 HYDRANT AVE ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	29614	1/28/2026	195.02	Miller,Brandon	5813 MONTANA LN ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	29615	1/28/2026	54.68	Niesten,Theresa	15205 NE 20TH ST ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	29616	1/28/2026	571.00	Northshore Drive Llc	15203 SE NORTHSHORE DR ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	29617	1/28/2026	43.26	Nylund Inc	3616 NE 99TH AVE ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	29618	1/28/2026	329.61	Patterson,Bryan or Shayla	13503 NE 89TH ST ,VANCOUVER,WA,98682

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

INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Ad Hoc Payment	Check	29619	1/28/2026	103.00	Patterson,Kurtis	10410 NE 130TH AVE VANCOUVER,WA,98682
Ad Hoc Payment	Check	29620	1/28/2026	297.63	Peterson,Richard	19508 SE 10TH ST CAMAS,WA,98607
Ad Hoc Payment	Check	29621	1/28/2026	48.63	Pust,Nathan or Emily	7517 NE 64TH CIR VANCOUVER,WA,98662
Ad Hoc Payment	Check	29622	1/28/2026	330.20	Rasim Talic Sole Prop	15301 SE 3RD ST VANCOUVER,WA,98684
Ad Hoc Payment	Check	29623	1/28/2026	131.32	Richards,Arlene	9707 NE 115TH CT VANCOUVER,WA,98662
Ad Hoc Payment	Check	29624	1/28/2026	49.97	Rodriquez,Anna C	2207 NE 118TH PL VANCOUVER,WA,98684
Ad Hoc Payment	Check	29625	1/28/2026	1,871.70	Royal Plains Condominiums	8708 NE MASON DR VANCOUVER,WA,98662
Ad Hoc Payment	Check	29626	1/28/2026	9,409.52	Royal Plains Condominiums	8708 NE MASON DR VANCOUVER,WA,98662
Ad Hoc Payment	Check	29627	1/28/2026	73.04	Shaber,Marguerite	307 SE 153RD CT VANCOUVER,WA,98684
Ad Hoc Payment	Check	29628	1/28/2026	80.00	Whitworth,Linda K	10400 NE 82ND AVE VANCOUVER,WA,98662
Ad Hoc Payment	Check	29629	1/28/2026	609.97	Wilson,Gabriela	9701 NE 108TH CT VANCOUVER,WA,98662
Ad Hoc Payment	Check	29630	1/28/2026	261.38	Yates,Dylan	2116 SE BLAIRMONT DR VANCOUVER,WA,98683
Ad Hoc Payment	Check	29631	1/28/2026	128.85	Zewelde,Meseret	3214 NE 126TH AVE VANCOUVER,WA,98682
Supplier Payment	Check	29632	1/28/2026	213.25	Accurate Corporate Services Inc	
Supplier Payment	Check	29633	1/28/2026	20,146.66	Ace Parking Management Inc	
Supplier Payment	Check	29634	1/28/2026	1,300.16	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	29635	1/28/2026	121.00	Allegiance Benefit Plan Management Inc (COBRA)	
Supplier Payment	Check	29636	1/28/2026	2,414.97	Anderson Glass Co	
Supplier Payment	Check	29637	1/28/2026	9,607.01	Arborscape Ltd Inc	
Supplier Payment	Check	29638	1/28/2026	8,698.56	Bloomberg Finance LP - Remit-To: Bloomberg - Boston	
Supplier Payment	Check	29639	1/28/2026	1,202.50	Brandon Namm	
Supplier Payment	Check	29640	1/28/2026	5,308.00	Cascade Inn	
Supplier Payment	Check	29641	1/28/2026	3,792.32	Cellco Partnership - Remit- To: Cellco - Dallas	
Supplier Payment	Check	29642	1/28/2026	939.00	Chicago Title Company of WA	
Supplier Payment	Check	29643	1/28/2026	9,940.84	City of Washougal	
Supplier Payment	Check	29644	1/28/2026	355,286.51	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	29645	1/28/2026	450.00	Clark County Title Company - Remit-To: Clark County - Reconveyance Fees	
Supplier Payment	Check	29646	1/28/2026	68,581.99	Clary Longview LLC	
Supplier Payment	Check	29647	1/28/2026	25,000.00	Columbia River Economic Development Council Inc	
Supplier Payment	Check	29648	1/28/2026	2,432.13	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	29649	1/28/2026	7,800.00	Concord Adult Care Home, LLC	
Supplier Payment	Check	29650	1/28/2026	3,777.60	CUES Inc - Remit-To: CUES Inc - Cincinnati	
Supplier Payment	Check	29651	1/28/2026	1,213.09	Datec Inc	
Supplier Payment	Check	29652	1/28/2026	330.00	David Corey PHD PC	
Supplier Payment	Check	29653	1/28/2026	6,615.00	Davidson Benefits Planning	
Supplier Payment	Check	29654	1/28/2026	200.00	Faith Smith	
Supplier Payment	Check	29655	1/28/2026	518.29	First-Citizens Bank & Trust Company	
Supplier Payment	Check	29656	1/28/2026	10,640.05	GBD Architects	
Supplier Payment	Check	29657	1/28/2026	6,746.53	H&H Wood Recyclers	
Supplier Payment	Check	29658	1/28/2026	918.58	H D Fowler Company Inc	
Supplier Payment	Check	29659	1/28/2026	7,451.21	Hispanic Metropolitan Chamber	
Supplier Payment	Check	29660	1/28/2026	1,468.80	Jamestown Networks	
Supplier Payment	Check	29661	1/28/2026	37,087.56	Janus Youth Programs Inc	
Supplier Payment	Check	29662	1/28/2026	50.00	J D Fulwiler & Company Insurance Inc.	

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INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Supplier Payment	Check	29663	1/28/2026	495.98	JRT Mechanical Inc - Remit-To: JRT Mechanical Inc	
Supplier Payment	Check	29664	1/28/2026	4,185.00	Kramer Gehlen & Associates	
Supplier Payment	Check	29665	1/28/2026	3,809.78	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	29666	1/28/2026	3,465.32	Language Line Services, Inc.	
Supplier Payment	Check	29667	1/28/2026	2,266.52	Leupold & Stevens Inc	
Supplier Payment	Check	29668	1/28/2026	7,390.79	Level 3 Financing, Inc	
Supplier Payment	Check	29669	1/28/2026	34,695.92	Life Insurance Company of North America	
Supplier Payment	Check	29670	1/28/2026	1,575.00	Message Gears LLC	
Supplier Payment	Check	29671	1/28/2026	2,458.88	Mini Mix Concrete Inc	
Supplier Payment	Check	29672	1/28/2026	5,354.76	NAVEX Global Inc - Remit-To: NAVEX Global Inc	
Supplier Payment	Check	29673	1/28/2026	49,983.53	North Sound Auto Group LLC	
Supplier Payment	Check	29674	1/28/2026	190.52	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	29675	1/28/2026	2,050.00	Ogletree, Deakins, Nash, Smoak, and Stewart, P.C	
Supplier Payment	Check	29676	1/28/2026	15,030.50	Parametrix, Inc	
Supplier Payment	Check	29677	1/28/2026	12,226.17	Passport Labs Inc. - Remit-To: Passport Labs Inc	
Supplier Payment	Check	29678	1/28/2026	1,560.00	Portland Adventist Medical Center	
Supplier Payment	Check	29679	1/28/2026	3,000.00	Public Safety Testing Inc	
Supplier Payment	Check	29680	1/28/2026	13.54	Qwest Corporation - Remit-To: CenturyLink - Phoenix	
Supplier Payment	Check	29681	1/28/2026	6,309.52	Qwest Corporation - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	29682	1/28/2026	26.39	RH2 Engineering, Inc.	
Supplier Payment	Check	29683	1/28/2026	682.34	River City Environmental	
Supplier Payment	Check	29684	1/28/2026	2,304.12	San Diego Police Equipment Co Inc	
Supplier Payment	Check	29685	1/28/2026	26,187.45	Seppanen Construction LLC	
Supplier Payment	Check	29686	1/28/2026	3,742.32	Shrums Pest Control	
Supplier Payment	Check	29687	1/28/2026	150.21	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	29688	1/28/2026	1,500.00	Souders Independent Medical Consultations PLLC	
Supplier Payment	Check	29689	1/28/2026	3,946.75	Southwest Clean Air Agency	
Supplier Payment	Check	29690	1/28/2026	67,895.69	Southwest Washington Humane Society	
Supplier Payment	Check	29691	1/28/2026	323.14	Speed's Towing of Vancouver - Remit-To: Speeds Towing of Vancouver Inc.	
Supplier Payment	Check	29692	1/28/2026	13,139.74	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago	
Supplier Payment	Check	29693	1/28/2026	300.00	State of Washington Department of Licensing - Remit-To: Notary Public Program	
Supplier Payment	Check	29694	1/28/2026	2,212.01	State of Washington Department of Transportation - Remit-To: WADOT - PO Box 47305	
Supplier Payment	Check	29695	1/28/2026	3,698.93	Towing and Recovery Services, Inc.	
Supplier Payment	Check	29696	1/28/2026	193.66	Transunion Risk & Alternative Data Solutions Inc	
Supplier Payment	Check	29697	1/28/2026	12,140.00	Triangle Resources Inc	
Supplier Payment	Check	29698	1/28/2026	1,712.52	Triple J Enterprises, Inc.	
Supplier Payment	Check	29699	1/28/2026	1,207.08	United States Department of Agriculture - Remit-To: USDA APHIS - St Louis	
Supplier Payment	Check	29700	1/28/2026	18,151.92	Vancouver School District #37	
Supplier Payment	Check	29701	1/28/2026	334.83	Vestis Group, Inc - Remit-To: Vestis - Pasadena	

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

INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Supplier Payment	Check	29702	1/28/2026	1,060.80	W.B. Sprague Co. Inc.	
Supplier Payment	Check	29703	1/28/2026	2,857.12	Walter E Nelson Company	
Supplier Payment	Check	29704	1/28/2026	900.00	Washington Association of Municipal Attorneys	
Supplier Payment	Check	29705	1/28/2026	317.40	Washington State Criminal Justice Training Commission	
Supplier Payment	Check	29706	1/28/2026	34,485.76	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	29707	1/28/2026	1,426.25	Water Systems Consulting Inc	
Supplier Payment	Check	29708	1/28/2026	3,497.50	West Coast Code Consultants, Inc.	
Supplier Payment	Check	29709	1/28/2026	44.37	WW Grainger Inc	
Supplier Payment	Check	29710	1/28/2026	2,347.78	Zayo Group Holding Inc - Remit-To: Zayo Group Holding Inc	
Miscellaneous Payment	Check	29711	2/4/2026	440.00	A F P Systems Inc	FRI-375344 (jobsite: 420 SE 139th Ave)
Miscellaneous Payment	Check	29712	2/4/2026	440.00	Cosco Fire Protection Inc	FRI-367767 (jobsite: 1201 Main St)
Miscellaneous Payment	Check	29713	2/4/2026	2,480.94	Daniel Khriptyevskiy	RES-378680 (jobsite: 502 NE 117th Ave)
Miscellaneous Payment	Check	29714	2/4/2026	875.15	D R Horton Inc	RES-379506 (jobsite: 1050 SE 193rd Place)
Miscellaneous Payment	Check	29715	2/4/2026	440.00	HYDRO TECH FIRE PROTECTION, INC	FRI-366631 (jobsite: 333 SE 120th Ave)
Miscellaneous Payment	Check	29716	2/4/2026	1,644.78	Lewis Harris	VFD Chief recruitment travel reimbursement
Miscellaneous Payment	Check	29717	2/4/2026	245.00	LUMEN	Refund overpayment from parking
Miscellaneous Payment	Check	29718	2/4/2026	78.99	Metro Overhead Door Inc	MPE-383108 (jobsite: 3103 NW Lower River Rd.)
Miscellaneous Payment	Check	29719	2/4/2026	88.20	Newman Electric LLC	MPE-383237 (jobsite: 3212 E 29th Street)
Miscellaneous Payment	Check	29720	2/4/2026	1,780.00	Oregon Association of Clean Water Agencies	2026 Dues
Miscellaneous Payment	Check	29721	2/4/2026	1,100.00	Red Hawk Fire Protection	FRI-365228 (jobsite: 320 NE 184th Ave)
Miscellaneous Payment	Check	29722	2/4/2026	9,550.00	The Coalition for Clean Water	2026 Dues
Supplier Payment	Check	29723	2/4/2026	1,360.00	Adrienne Crouse	
Supplier Payment	Check	29724	2/4/2026	135.00	Afghan Associates Inc	
Supplier Payment	Check	29725	2/4/2026	100.80	Airgas, Inc	
Supplier Payment	Check	29726	2/4/2026	13,572.50	AKS Engineering & Forestry LLC - Remit-To: Tualatin Address	
Supplier Payment	Check	29727	2/4/2026	10,416.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	29728	2/4/2026	9,806.25	AT & T Mobility National Accounts LLC - Remit-To: AT & T Mobility	
Supplier Payment	Check	29729	2/4/2026	200.00	AT & T Mobility National Accounts LLC - Remit-To: Legal Demand Center for Law Enforcement	
Supplier Payment	Check	29730	2/4/2026	4,682.40	BSK Associates - Remit-To: Supplier BSK Associates	
Supplier Payment	Check	29731	2/4/2026	22,777.54	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	29732	2/4/2026	96.82	Cintas	
Supplier Payment	Check	29733	2/4/2026	750.18	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	29734	2/4/2026	56.36	Clifford & Martin, Inc	
Supplier Payment	Check	29735	2/4/2026	72,049.13	Columbia River Mental Health Services	
Supplier Payment	Check	29736	2/4/2026	30,000.00	Columbia Springs	
Supplier Payment	Check	29737	2/4/2026	21,262.99	Comcast Holdings Corporation - Remit-To: Comcast Holdings Corporation - Philadelphia	
Supplier Payment	Check	29738	2/4/2026	770.48	Connecta Satellite Solutions LLC	
Supplier Payment	Check	29739	2/4/2026	6,690.72	Core and Main LP - Remit-To: Core and Main LP	

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INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Supplier Payment	Check	29740	2/4/2026	8,186.01	CUES Inc - Remit-To: CUES Inc - Cincinnati	
Supplier Payment	Check	29741	2/4/2026	56.58	Experian Marketing Solutions - Remit-To: Experian - Los Angeles	
Supplier Payment	Check	29742	2/4/2026	2,790.00	FFA Architecture and Interiors, Inc	
Supplier Payment	Check	29743	2/4/2026	785.97	Greystone Partners, Inc	
Supplier Payment	Check	29744	2/4/2026	5,847.50	Groundwater Solutions, Inc.	
Supplier Payment	Check	29745	2/4/2026	750.72	Gunderson Services LLC	
Supplier Payment	Check	29746	2/4/2026	28,762.68	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	29747	2/4/2026	21.76	HM Pacific Northwest, Inc	
Supplier Payment	Check	29748	2/4/2026	2,712.00	Houston Engineering Inc	
Supplier Payment	Check	29749	2/4/2026	3,213.68	Howmedica Osteonics Corp	
Supplier Payment	Check	29750	2/4/2026	1,063.82	Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh	
Supplier Payment	Check	29751	2/4/2026	58,435.39	Insight Public Sector, Inc.	
Supplier Payment	Check	29752	2/4/2026	377.33	J-2 Blueprint Supply Co.	
Supplier Payment	Check	29753	2/4/2026	37,853.09	JRH LLC	
Supplier Payment	Check	29754	2/4/2026	1,770.50	JRT Mechanical Inc - Remit To: JRT Mechanical Inc	
Supplier Payment	Check	29755	2/4/2026	605.00	Keller Associates Inc	
Supplier Payment	Check	29756	2/4/2026	25,300.00	Kimberly Buffum	
Supplier Payment	Check	29757	2/4/2026	37,329.54	Kim Frenz	
Supplier Payment	Check	29758	2/4/2026	1,253.28	Kittelson & Associates Inc	
Supplier Payment	Check	29759	2/4/2026	466.92	Lakeyland Inc	
Supplier Payment	Check	29760	2/4/2026	20,302.08	LeadsOnline LLC	
Supplier Payment	Check	29761	2/4/2026	4,312.50	LK Weiss	
Supplier Payment	Check	29762	2/4/2026	20,919.08	Mallory Safety & Supply LLC	
Supplier Payment	Check	29763	2/4/2026	775.00	Marauder Ortho LLC	
Supplier Payment	Check	29764	2/4/2026	13,795.84	MJ Warren Corporation	
Supplier Payment	Check	29765	2/4/2026	3,850.00	Nancy Pionk Coaching and Consulting, LLC	
Supplier Payment	Check	29766	2/4/2026	14,399.00	Newco Inc.	
Supplier Payment	Check	29767	2/4/2026	400.00	Oregon Transportation Forum	
Supplier Payment	Check	29768	2/4/2026	289.02	Orion Medical Supply	
Supplier Payment	Check	29769	2/4/2026	309.48	Pallet PBC	
Supplier Payment	Check	29770	2/4/2026	850.00	Porter W Yett Company	
Supplier Payment	Check	29771	2/4/2026	42,192.00	Portland Adventist Medical Center	
Supplier Payment	Check	29772	2/4/2026	2,942.61	Qwest Corporation - Remit- To: Qwest Corp- Seattle	
Supplier Payment	Check	29773	2/4/2026	8,925.00	Salmon Creek Koelsch Operations LLC	
Supplier Payment	Check	29774	2/4/2026	14,324.00	Software House International SHI - Remit- To: SHI - Dallas	
Supplier Payment	Check	29775	2/4/2026	51,623.86	State of Washington Department of Employment Security - Remit-To: State of Washington Department of Employment Security / Seattle	
Supplier Payment	Check	29776	2/4/2026	1,581.00	State of Washington Department of Health - Remit-To: WA Dept of Health	
Supplier Payment	Check	29777	2/4/2026	15.27	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	29778	2/4/2026	1,632.00	Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena	
Supplier Payment	Check	29779	2/4/2026	500.00	Suzanne Best PDH Inc.	
Supplier Payment	Check	29780	2/4/2026	1,200.00	The Columbian Publishing Co	
Supplier Payment	Check	29781	2/4/2026	8,141.50	Tiberius Solutions	
Supplier Payment	Check	29782	2/4/2026	1,776.59	Trilogy MedWaste West, LLC	
Supplier Payment	Check	29783	2/4/2026	954.18	Triple J Enterprises, Inc.	
Supplier Payment	Check	29784	2/4/2026	3,722.50	U.S. Bank National Association	

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INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Supplier Payment	Check	29785	2/4/2026	5,435.18	United States Department of Agriculture - Remit-To: USDA APHIS - St Louis	
Supplier Payment	Check	29786	2/4/2026	106.17	Vestis Group, Inc - Remit-To: Vestis - Pasadena	
Supplier Payment	Check	29787	2/4/2026	244.80	W.B. Sprague Co. Inc.	
Supplier Payment	Check	29788	2/4/2026	2,595.00	Wakeen & Associates Mediation Services LLC	
Supplier Payment	Check	29789	2/4/2026	287.42	Washington State Healthcare Authority	
Supplier Payment	Check	29790	2/4/2026	4,119.52	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	29791	2/4/2026	2,248.28	Weldon WMS & Lick Inc	
Supplier Payment	Check	29792	2/4/2026	7,277.50	WELL Cogir Tenant III LLC	
Supplier Payment	Check	29793	2/4/2026	21,132.25	Western Systems Inc	
Supplier Payment	Check	29794	2/4/2026	56,565.20	West Yost & Associates Inc.	
Supplier Payment	Check	29795	2/4/2026	46,809.01	WSP USA Inc. - Remit-To: WSP USA Inc. Dallas	
Ad Hoc Payment	Check	29796	2/4/2026	223.00	Bai, Ying	3101 SE BRIARWOOD DR ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	29797	2/4/2026	266.50	Blanchard,Adam T	4507 NE WILDROSE DR ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	29798	2/4/2026	209.70	Boni,Tyler	2313 NE 156TH AVE ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	29799	2/4/2026	110.58	Christopher,Renny	10309 SE 16TH ST ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	29800	2/4/2026	151.03	Dean,Chrisitne	608 NE PINEBROOK AVE ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	29801	2/4/2026	252.42	Didier,Andrew or Daphne	401 W 25TH ST ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	29802	2/4/2026	119.48	Eisenzimmer,Jacob or Kari	2415 NE 125TH AVE ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	29803	2/4/2026	13,270.72	JMS Properties LLC	5102 NE 121ST AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	29804	2/4/2026	101.79	Kamin LLC	1620 BRANDT RD ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	29805	2/4/2026	112.00	Kamin LLC	1618 BRANDT RD ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	29806	2/4/2026	86.38	LM2A LLC	5544 NE 89TH AVE ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	29807	2/4/2026	54.48	Lockard,Tammi or Alexander	5310 NE 53RD CT ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	29808	2/4/2026	57.66	Nigel or Dayna Bliss	8803 NE 14TH ST ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	29809	2/4/2026	61.80	Sakamoto,Paul S	9704 NE 82ND AVE ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	29810	2/4/2026	35.14	Skye I Gilbreth or Jacob Derrick	15414 NE 72ND WAY ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	29811	2/4/2026	51.74	Smith,Douglas or Cathleen	1409 SE COLUMBIA WAY ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	29812	2/4/2026	44.78	Sprague,Diana	8021 NE 22ND ST ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	29813	2/4/2026	173.21	Steinbrenner,Christian or Yvonne	8015 NE 172ND AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	29814	2/4/2026	149.16	Stemplinger,Katharine E or Justin J	18301 NE 78TH CIR ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	29815	2/4/2026	150.15	The Estate of Rollin E Vaughn	1105 OGDEN AVE ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	29816	2/4/2026	212.35	Vladislav Koloyarskiy or Oksana Koloyarskaya	11009 NE 43RD CIR ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	29817	2/4/2026	38.81	Xpert Property Management	1620 BRANDT RD ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	29818	2/4/2026	26.36	Xpert Property Management	1618 BRANDT RD ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	29819	2/4/2026	55.57	Xu Hua Gong	17002 SE 18TH ST ,VANCOUVER,WA,98683
Supplier Payment	Check	29820	2/10/2026	5,351.69	Aflac	
Supplier Payment	Check	29821	2/10/2026	6,311.95	AFSCME Local #307	
Supplier Payment	Check	29822	2/10/2026	658.50	California State Disbursement Unit	
Supplier Payment	Check	29823	2/10/2026	2,533.50	Chapter 13 - Trustee	
Supplier Payment	Check	29824	2/10/2026	491.00	Hawaii SDU	
Supplier Payment	Check	29825	2/10/2026	759.96	IAM Local #1374	
Supplier Payment	Check	29826	2/10/2026	9,241.44	Life Insurance Company of North America	

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<u>Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Supplier Payment	Check	29827	2/10/2026	1,275.00	MFS Service Center Inc	
Supplier Payment	Check	29828	2/10/2026	200.00	OPEIU Local #11	
Supplier Payment	Check	29829	2/10/2026	6,733.38	OPEIU Local #11	
Supplier Payment	Check	29830	2/10/2026	851.00	Teamsters Local #58	
Supplier Payment	Check	29831	2/10/2026	350.00	UA Local #290	
Supplier Payment	Check	29832	2/10/2026	2,638.80	Western Conference of Teamsters	
Supplier Payment	Check	29833	2/10/2026	1,477.98	Western Metal Industry Pension Fund	
Miscellaneous Payment	Check	29834	2/11/2026	506.16	Alysha Chandra	Refund parking permit COV14898 no longer needed.
Miscellaneous Payment	Check	29835	2/11/2026	50.00	Angelina Atherton	Damage deposit refund
Miscellaneous Payment	Check	29836	2/11/2026	964.68	Charles Masi	Reissue of payroll check #3047 dated 09/25/25
Miscellaneous Payment	Check	29837	2/11/2026	1,080.00	Hope Bomani	Victim Reimbursement - VPD Case 25-12700
Miscellaneous Payment	Check	29838	2/11/2026	141.13	Jeffrey Miller	Refund parking permit no longer needed. COV10333
Miscellaneous Payment	Check	29839	2/11/2026	459.00	Mikhail Orlov	Refund duplicate Business License Payment
Miscellaneous Payment	Check	29840	2/11/2026	10.67	Nicholas Russo	Refund parking permit fee.
Miscellaneous Payment	Check	29841	2/11/2026	100.00	Peak Landscape, INC	Damage deposit refund
Ad Hoc Payment	Check	29842	2/11/2026	184.54	David Rodriguez or Sandra Tena	Utility Refunds: 0091016616-13
Ad Hoc Payment	Check	29843	2/11/2026	132.02	Duane Bury or Bella Barton	15111 SE MCGILLIVRAY BLVD ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	29844	2/11/2026	56.47	E and M Fischer Enterprises LLC	Utility Refunds: 0137005952-05
Ad Hoc Payment	Check	29845	2/11/2026	200.94	Flechsig,Todd	10019 NE 86TH CT ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	29846	2/11/2026	20.11	Gregory Hoffman or Sharon Wismeth Johnson	2135 NE FOUR SEASONS LN ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	29847	2/11/2026	278.00	Hixson,Tracy or Pamela	1112 SE 198TH CT ,CAMAS,WA,98607
Ad Hoc Payment	Check	29848	2/11/2026	421.70	Irene or Chen Lin	11904 NE 48TH CIR ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	29849	2/11/2026	136.00	Irina or Vitaliy Chumak	3201 OLIVE ST ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	29850	2/11/2026	199.40	Jennifer Hoke or Eric Pfeifer	3312 U ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	29851	2/11/2026	347.00	Kelley,Jacob or Heather	3310 NE 181ST AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	29852	2/11/2026	115.26	Kristian or Stephanie Curtis	3003 NE 165TH PL ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	29853	2/11/2026	100.35	Master,Rae	2917 E 14TH CT ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	29854	2/11/2026	45.26	Nelles,Mark	4214 NE 138TH AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	29855	2/11/2026	187.66	Peterson,Lois	14905 NE 9TH ST ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	29856	2/11/2026	151.00	Robert or Apryl Graham	18303 NE 26TH ST ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	29857	2/11/2026	245.98	Schumaker,Kathleen S	3225 CLARK AVE ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	29858	2/11/2026	150.15	The Allen Michael Hoff Trust	9112 NE 144TH AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	29859	2/11/2026	157.16	The Estate of Michelle Strosahl	13008 NE 93RD ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	29860	2/11/2026	90.08	The Estate of Rollin E Vaughn	1103 OGDEN AVE ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	29861	2/11/2026	957.93	Waste Connections of WA Inc	9411 NE 94TH AVE ,VANCOUVER,WA,98662
Supplier Payment	Check	29862	2/11/2026	28.00	Airgas, Inc	
Supplier Payment	Check	29863	2/11/2026	798.00	Allegheny Answering Services	
Supplier Payment	Check	29864	2/11/2026	9,862.72	Almetek Industries Inc	
Supplier Payment	Check	29865	2/11/2026	2,075.90	Arborscape Ltd Inc	
Supplier Payment	Check	29866	2/11/2026	82,831.79	Axon Enterprises Inc	
Supplier Payment	Check	29867	2/11/2026	21,990.00	Baynard Cooke Law PLLC	
Supplier Payment	Check	29868	2/11/2026	851.24	Carahsoft Technology	
Supplier Payment	Check	29869	2/11/2026	156.78	Cintas	
Supplier Payment	Check	29870	2/11/2026	7,782.34	City Bark & Recycling LLC	
Supplier Payment	Check	29871	2/11/2026	97.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	29872	2/11/2026	697.31	Clark County Public Utility District No. 1	

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Supplier Payment	Check	29873	2/11/2026	7,965.36	Clark County Public Utility District No. 1	
Supplier Payment	Check	29874	2/11/2026	1,636,700.36	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	29875	2/11/2026	41,896.79	Clary Longview LLC	
Supplier Payment	Check	29876	2/11/2026	9,648.09	Columbia Resource Company	
Supplier Payment	Check	29877	2/11/2026	1,982.28	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	29878	2/11/2026	156.00	Comcast Holdings Corporation - Remit-To: Comcast Holding Corporation - Boston	
Supplier Payment	Check	29879	2/11/2026	545.00	CyberSource Corporation - Remit-To: CyberSource - Los Angeles	
Supplier Payment	Check	29880	2/11/2026	799.50	Eco Fencing and Decking LLC	
Supplier Payment	Check	29881	2/11/2026	3,590.50	Erickson Structural Consulting Engineers	
Supplier Payment	Check	29882	2/11/2026	4,352.00	ESRI Inc - Remit-To: Los Angeles PO Box	
Supplier Payment	Check	29883	2/11/2026	751.22	Fenton Transcription, LLC	
Supplier Payment	Check	29884	2/11/2026	3,944.00	Foster Garvey PC	
Supplier Payment	Check	29885	2/11/2026	4,717.00	Friends of Trees	
Supplier Payment	Check	29886	2/11/2026	26,522.33	GBD Architects	
Supplier Payment	Check	29887	2/11/2026	1,993.22	Glacier Northwest Inc (Inactive)	
Supplier Payment	Check	29888	2/11/2026	62,847.85	Grade Werks Excavating LLC	
Supplier Payment	Check	29889	2/11/2026	2,406.20	GreenWorks, P.C.	
Supplier Payment	Check	29890	2/11/2026	3,290.00	Greystone Partners, Inc	
Supplier Payment	Check	29891	2/11/2026	56,848.00	H D Fowler Company Inc	
Supplier Payment	Check	29892	2/11/2026	12,001.00	HDJ Design Group - Remit-To: HDJ - Portland	
Supplier Payment	Check	29893	2/11/2026	2,142.04	Herren Printing Co	
Supplier Payment	Check	29894	2/11/2026	59,417.55	Infor Public Sector, Inc - Remit-To: InforPublic Sector, Inc	
Supplier Payment	Check	29895	2/11/2026	1,468.80	Jamestown Networks	
Supplier Payment	Check	29896	2/11/2026	38,731.71	Jasa Inc	
Supplier Payment	Check	29897	2/11/2026	1,482.31	Kurita America Inc - Remit-To: US Water - Minneapolis	
Supplier Payment	Check	29898	2/11/2026	31,120.87	L.N. Curtis & Sons	
Supplier Payment	Check	29899	2/11/2026	1,108.89	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	29900	2/11/2026	2,507.50	LIT Consulting Inc	
Supplier Payment	Check	29901	2/11/2026	14,797.63	Lower Columbia Estuary Partnership	
Supplier Payment	Check	29902	2/11/2026	184.96	Mark IV Enterprises Inc	
Supplier Payment	Check	29903	2/11/2026	1,653.75	Message Gears LLC	
Supplier Payment	Check	29904	2/11/2026	2,800.00	Nancy Pionk Coaching and Consulting, LLC	
Supplier Payment	Check	29905	2/11/2026	110.00	Northwest Drug-Safe LLC	
Supplier Payment	Check	29906	2/11/2026	12,379.39	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	29907	2/11/2026	2,239.29	One Call Concepts Inc	
Supplier Payment	Check	29908	2/11/2026	3,000.00	Petty Cash Custodian - Remit-To: Spencer Harris	
Supplier Payment	Check	29909	2/11/2026	5,591.00	Portland Adventist Medical Center	
Supplier Payment	Check	29910	2/11/2026	106,999.39	Scott Edwards Architecture LLP	
Supplier Payment	Check	29911	2/11/2026	1,299.50	Security Contractors Services	
Supplier Payment	Check	29912	2/11/2026	52,493.32	Site Workshop Landscape Architecture, LLC	
Supplier Payment	Check	29913	2/11/2026	1,331.28	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	29914	2/11/2026	8,535.37	Soha Sign Company Inc	
Supplier Payment	Check	29915	2/11/2026	1,262.41	Southwest Clean Air Agency	

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Supplier Payment	Check	29916	2/11/2026	111,311.00	State of Washington Department of Health - Remit-To: WA Dept of Health	
Supplier Payment	Check	29917	2/11/2026	679.89	State of Washington Department of Transportation - Remit-To: WADOT - PO Box 47305	
Supplier Payment	Check	29918	2/11/2026	1,571.30	State of Washington Office of the State Treasurer	
Supplier Payment	Check	29919	2/11/2026	15.78	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	29920	2/11/2026	76.11	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	29921	2/11/2026	65.75	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	29922	2/11/2026	76.11	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	29923	2/11/2026	65.75	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	29924	2/11/2026	8,799.20	Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena	
Supplier Payment	Check	29925	2/11/2026	51.00	Totalsir LLC	
Supplier Payment	Check	29926	2/11/2026	654.16	Towing and Recovery Services, Inc.	
Supplier Payment	Check	29927	2/11/2026	10,667.84	Traffic Safety Supply Co Inc	
Supplier Payment	Check	29928	2/11/2026	190.41	Transunion Risk & Alternative Data Solutions Inc	
Supplier Payment	Check	29929	2/11/2026	6,609.60	Triple J Enterprises, Inc.	
Supplier Payment	Check	29930	2/11/2026	1,797.67	U.S. Bank National Association	
Supplier Payment	Check	29931	2/11/2026	120.41	Vestis Group, Inc - Remit- To: Vestis - Pasadena	
Supplier Payment	Check	29932	2/11/2026	20,089.85	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	29933	2/11/2026	19,654.33	Wex Bank	
			Check	4,896,273.73		
Expense Payment	Direct Deposit	EFT-00335670	1/29/2026	261.79	John Scukanec	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00335671	1/29/2026	207.70	Zachory Martin	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00335672	1/29/2026	532.90	Anne McEnery-Ogle	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00335673	1/29/2026	301.00	Neil Martin	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00335674	1/29/2026	301.00	Brian Viles	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00335675	1/29/2026	210.00	Shane LaBeck	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00335676	1/29/2026	210.00	Kassidy Owen	Travel Advance
Expense Payment	Direct Deposit	EFT-00335677	1/29/2026	102.00	Ryan Powers	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00335678	1/29/2026	169.47	John Zundel	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00335679	1/29/2026	249.54	Chris Kimberling	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00335680	1/29/2026	30.75	Brad Miller	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00335681	1/29/2026	110.00	John Laible	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00335682	1/29/2026	165.37	Carlos Cedeno-Contreras	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00335683	1/29/2026	127.03	Gary Grimes	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00335684	1/29/2026	263.00	Andrew Bordak	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00335685	1/29/2026	116.75	Christopher Scott	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00335686	1/29/2026	11.41	James Demmon	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00335687	1/29/2026	184.39	Maxwell Archer	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00335688	1/29/2026	201.26	Gage Harrah	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00335689	1/29/2026	1,114.28	Kim Nguyen	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00335690	1/29/2026	70.00	Olivia Osborne	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00335773	2/5/2026	236.00	Greg Catton	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00335774	2/5/2026	172.50	Erik Paulsen	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00335775	2/5/2026	240.50	Matt Hoover	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00335776	2/5/2026	48.00	Shannon Bremer	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00335777	2/5/2026	240.50	Ryan Starbuck	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00335778	2/5/2026	285.75	Shane Orem	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00335779	2/5/2026	285.75	Pete Adams	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00335780	2/5/2026	510.00	Cole Larson	Travel Advance
Expense Payment	Direct Deposit	EFT-00335781	2/5/2026	179.99	Michael Summerhill	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00335782	2/5/2026	4.50	John Laible	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00335783	2/5/2026	243.00	Chris Riches	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00335784	2/5/2026	255.00	Leilanie Aldred	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00335785	2/5/2026	60.75	Tighe Vroman	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00335786	2/5/2026	304.71	Isaac Tolbert	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00335787	2/5/2026	145.00	Jeri Newbold	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00335788	2/5/2026	215.00	Heidi Scarpelli	Travel Advance
Expense Payment	Direct Deposit	EFT-00337887	2/12/2026	394.41	Zachary Witsberger	Employee Reimbursement

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INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Expense Payment	Direct Deposit	EFT-00337888	2/12/2026	43.36	Matthew Bachelder	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00337889	2/12/2026	357.00	Josh Honomichl	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00337890	2/12/2026	243.99	Jason Ayers	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00337891	2/12/2026	105.00	Jayson Burris	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00337892	2/12/2026	125.00	Terry Cunnane	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00337893	2/12/2026	196.56	Curtis Terry	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00337894	2/12/2026	601.10	David Sturbelle	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00337895	2/12/2026	50.00	Saray Farias-Pulido	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00337896	2/12/2026	141.00	Nathanael Bambilla	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00337897	2/12/2026	250.00	Josh Harrington	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00337898	2/12/2026	200.00	Samuel Dickson	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00337899	2/12/2026	203.00	Anna Vogel	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00337900	2/12/2026	106.31	Patrick Hanley	Travel Advance
Expense Payment	Direct Deposit	EFT-00337901	2/12/2026	155.25	Scott Woodhouse	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00337902	2/12/2026	405.66	Branden Werry	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00337903	2/12/2026	109.32	Brittany Bridger	Employee Reimbursement
			Direct Deposit	12,053.55		
Supplier Payment	EFT	EFT-00335626	1/26/2026	220,941.26	Oregon Native American Chamber	
Supplier Payment	EFT	EFT-00335691	1/29/2026	1,500.00	The Amy VanCamp Experience LLC	
Supplier Payment	EFT	EFT-00335692	1/29/2026	33,000.00	Liberty Mutual Group Inc.	
Supplier Payment	EFT	EFT-00335693	1/29/2026	2,025.00	SC Beholdings LLC	
Supplier Payment	EFT	EFT-00335694	1/29/2026	690,801.59	Tapani Inc	
Supplier Payment	EFT	EFT-00335695	1/29/2026	38.06	Ziply Fiber	
Supplier Payment	EFT	EFT-00335696	1/29/2026	94,931.79	Rotschy Inc	
Supplier Payment	EFT	EFT-00335697	1/29/2026	59,326.46	PreCise MRM LLC	
Supplier Payment	EFT	EFT-00335698	1/29/2026	9,269.48	Metro Overhead Door Inc	
Supplier Payment	EFT	EFT-00335699	1/29/2026	63,151.40	State of Washington Auditor's Office	
Supplier Payment	EFT	EFT-00335700	1/29/2026	1,020.00	Pacifica Law Group LLP - Remit-To: Pacifica Law Group	
Supplier Payment	EFT	EFT-00335701	1/29/2026	34,403.44	State of Washington Department of Enterprise Services	
Supplier Payment	EFT	EFT-00335702	1/29/2026	810.00	Bureau Veritas North America, Inc.	
Supplier Payment	EFT	EFT-00335703	1/29/2026	6,478.78	Elite Truck School, Inc	
Supplier Payment	EFT	EFT-00335704	1/29/2026	634.04	Fehr & Peers	
Supplier Payment	EFT	EFT-00335705	1/29/2026	5,538.23	Sarkinen Plumbing, Inc.	
Supplier Payment	EFT	EFT-00335706	1/29/2026	9,018.00	Rapid Response Bio Clean Inc.	
Supplier Payment	EFT	EFT-00335707	1/29/2026	12,770.94	Fire Systems West	
Supplier Payment	EFT	EFT-00335708	1/29/2026	62,178.06	Sound Distributions Inc	
Supplier Payment	EFT	EFT-00335709	1/29/2026	6,234.28	Jasmine Alayadhi	
Supplier Payment	EFT	EFT-00335710	1/29/2026	50,417.50	United Site Services of Nevada, Inc.	
Supplier Payment	EFT	EFT-00335711	1/29/2026	4,665.83	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00335712	1/29/2026	55,820.09	Live Love Outreach	
Supplier Payment	EFT	EFT-00335713	1/29/2026	73,418.29	Wilson Oil Inc. - Remit-To: Wilson Oil Inc	
Supplier Payment	EFT	EFT-00335714	1/29/2026	65,280.00	BlueScope Construction Inc.	
Supplier Payment	EFT	EFT-00335715	1/29/2026	7,208.00	Greater Vancouver Chamber of Commerce	
Supplier Payment	EFT	EFT-00335716	1/29/2026	548.38	Archaeological Investigations Northwest Inc	
Supplier Payment	EFT	EFT-00335717	1/29/2026	13,095.17	Petris LLC	
Supplier Payment	EFT	EFT-00335718	1/29/2026	494.17	Waxie's Enterprises Inc	
Supplier Payment	EFT	EFT-00335719	1/29/2026	18,768.00	S&F Land Services, LLC	
Supplier Payment	EFT	EFT-00335720	1/29/2026	32,047.05	Workday Inc	
Supplier Payment	EFT	EFT-00335721	1/29/2026	9,439.89	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00335722	1/29/2026	11,583.24	HDR Engineering, Inc	
Supplier Payment	EFT	EFT-00335723	1/29/2026	38,776.98	PBS Engineering and Environmental Inc	
Supplier Payment	EFT	EFT-00335724	1/29/2026	5,684.25	Western Water Works Supply Co Inc	
Supplier Payment	EFT	EFT-00335725	1/29/2026	504.00	MedTox Laboratories, Inc.	
Supplier Payment	EFT	EFT-00335726	1/29/2026	34,607.63	Conсор North America Inc - Remit-To: Conсор North America Inc	
Supplier Payment	EFT	EFT-00335727	1/29/2026	10,227.20	Limeade, Inc	
Supplier Payment	EFT	EFT-00335728	1/29/2026	10,091.37	Bacon Collision & Reconditioning, LLC	
Supplier Payment	EFT	EFT-00335729	1/29/2026	231.68	Pitney Bowes Inc	

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INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Supplier Payment	EFT	EFT-00335730	1/29/2026	109,265.13	Western United Civil Group, LLC - Remit-To: Western United Civil Group, LLC	
Supplier Payment	EFT	EFT-00335731	1/29/2026	3,000.00	Vancouver Downtown Association	
Supplier Payment	EFT	EFT-00335732	1/29/2026	43,509.11	Wallis Engineering PLLC - Remit-To: Wallis Engineering	
Supplier Payment	EFT	EFT-00335733	1/29/2026	1,324.53	Continuant, Inc.	
Supplier Payment	EFT	EFT-00335734	1/29/2026	8,215.73	MAKERS architecture and urban design LLP	
Supplier Payment	EFT	EFT-00335735	1/29/2026	7,310.00	Coffman Engineers Inc	
Supplier Payment	EFT	EFT-00335736	1/29/2026	145,802.02	Halme Excavating Inc	
Supplier Payment	EFT	EFT-00335737	1/29/2026	237,982.28	Brown and Caldwell - Remit To: Brown & Caldwell - San Francisco	
Supplier Payment	EFT	EFT-00335738	1/29/2026	62,555.00	Sazan Group, Inc	
Supplier Payment	EFT	EFT-00335739	1/29/2026	1,364.40	AHA Mobile Repair and Fleet Services	
Supplier Payment	EFT	EFT-00335740	1/29/2026	3,264.00	Better Air Northwest, LLC	
Supplier Payment	EFT	EFT-00335741	1/29/2026	2,858.19	Distinctive Landscape LLC	
Supplier Payment	EFT	EFT-00335742	1/29/2026	184.00	Universal Field Services Inc	
Supplier Payment	EFT	EFT-00335743	1/29/2026	15,654.76	Contract Land Staff LLC	
Supplier Payment	EFT	EFT-00335744	1/29/2026	38,252.95	MacKay & Sposito, LLC	
Supplier Payment	EFT	EFT-00335745	1/29/2026	1,971.60	State of Washington Consolidated Technology Services	
Supplier Payment	EFT	EFT-00335746	1/29/2026	2,883.00	Sharon Rice	
Supplier Payment	EFT	EFT-00335747	1/29/2026	43,728.25	YWCA Clark County	
Supplier Payment	EFT	EFT-00335748	1/29/2026	317.22	Lasko Printing Specialties Inc	
Supplier Payment	EFT	EFT-00335749	1/29/2026	188,785.83	Share	
Supplier Payment	EFT	EFT-00335750	1/29/2026	10,225.62	AMS Planning & Research Corp	
Supplier Payment	EFT	EFT-00335751	1/29/2026	2,481.75	SiteCrafting Inc	
Supplier Payment	EFT	EFT-00335752	1/29/2026	7,032.00	Picard Corp	
Supplier Payment	EFT	EFT-00335789	2/5/2026	7,682.13	Work Right NW	
Supplier Payment	EFT	EFT-00335790	2/5/2026	28,941.25	Kennedy Jenks Consultants, Inc.	
Supplier Payment	EFT	EFT-00335791	2/5/2026	2,718.91	RELX Inc. - Remit-To: LexisNexis - Chicago	
Supplier Payment	EFT	EFT-00335792	2/5/2026	11,197.50	Nelson Nygaard Consulting Associates Inc	
Supplier Payment	EFT	EFT-00335793	2/5/2026	7,724.80	InSource Fire Training	
Supplier Payment	EFT	EFT-00335794	2/5/2026	25,512.00	Brown and Caldwell - Remit To: Brown & Caldwell - San Francisco	
Supplier Payment	EFT	EFT-00335795	2/5/2026	17,417.06	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00335796	2/5/2026	279.91	Solid Waste Systems	
Supplier Payment	EFT	EFT-00335797	2/5/2026	14,330.28	MacKay & Sposito, LLC	
Supplier Payment	EFT	EFT-00335798	2/5/2026	17,475.22	Universal Protection Services, LP	
Supplier Payment	EFT	EFT-00335799	2/5/2026	8,712.48	SiteCrafting Inc	
Supplier Payment	EFT	EFT-00335800	2/5/2026	2,926.60	Petris LLC	
Supplier Payment	EFT	EFT-00335801	2/5/2026	38.41	ZiPLY Fiber	
Supplier Payment	EFT	EFT-00335802	2/5/2026	6,881.60	Molecular Incorporated	
Supplier Payment	EFT	EFT-00335803	2/5/2026	4,881.06	S&W Craftsmen LLC	
Supplier Payment	EFT	EFT-00335804	2/5/2026	44,723.53	Skanska USA Building Inc	
Supplier Payment	EFT	EFT-00335805	2/5/2026	3,207.36	Vancouver Farmers Market Association	
Supplier Payment	EFT	EFT-00335806	2/5/2026	16,050.67	Stellar J Corporation	
Supplier Payment	EFT	EFT-00335807	2/5/2026	17,308.55	Oregon Native American Chamber	
Supplier Payment	EFT	EFT-00335808	2/5/2026	29,044.58	Whitney Equipment Company Inc	
Supplier Payment	EFT	EFT-00335809	2/5/2026	125,438.13	Colf Construction LLC	
Supplier Payment	EFT	EFT-00335810	2/5/2026	100,764.16	Western United Civil Group, LLC - Remit-To: Western United Civil Group, LLC	
Supplier Payment	EFT	EFT-00335811	2/5/2026	858,726.30	Tapani Inc	
Supplier Payment	EFT	EFT-00335812	2/5/2026	5,164.03	Sarkinen Plumbing, Inc.	
Supplier Payment	EFT	EFT-00335813	2/5/2026	14,072.19	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	EFT	EFT-00335814	2/5/2026	16,693.05	Western Water Works Supply Co Inc	

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INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
Supplier Payment	EFT	EFT-00335815	2/5/2026	20,292.31	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00335816	2/5/2026	321,193.04	Operations Management International Inc	
Supplier Payment	EFT	EFT-00335817	2/5/2026	518.98	Distinctive Landscape LLC	
Supplier Payment	EFT	EFT-00335818	2/5/2026	4,887.24	Bound Tree Medical LLC	
Supplier Payment	EFT	EFT-00335819	2/5/2026	273,191.81	Sound Distributions Inc	
Supplier Payment	EFT	EFT-00335820	2/5/2026	5,100.00	JCI Jones Chemicals, Inc.	
Supplier Payment	EFT	EFT-00335821	2/5/2026	2,370.00	OAC Services, Inc.	
Supplier Payment	EFT	EFT-00335822	2/5/2026	20,332.02	Clark EMS Physicians, LLC	
Supplier Payment	EFT	EFT-00335823	2/5/2026	135,392.99	Del Sol Inc	
Supplier Payment	EFT	EFT-00335824	2/5/2026	1,707.50	Allegiance Benefit Plan Management Inc (Pension and Flex).	
Supplier Payment	EFT	EFT-00335825	2/5/2026	27,352.05	Pacific Landscape Services Inc	
Supplier Payment	EFT	EFT-00335826	2/5/2026	5,095.07	Lasko Printing Specialties Inc	
Supplier Payment	EFT	EFT-00335827	2/5/2026	26,135.93	Wilson Oil Inc. - Remit-To: Wilson Oil Inc	
Supplier Payment	EFT	EFT-00335828	2/5/2026	53,391.42	McKinstry Co., LLC	
Supplier Payment	EFT	EFT-00335829	2/5/2026	182.00	Outsiderinn.org	
Supplier Payment	EFT	EFT-00335830	2/5/2026	275.00	Northwest Print Inc	
Supplier Payment	EFT	EFT-00335831	2/5/2026	2,132.00	Marten Law LLP	
Supplier Payment	EFT	EFT-00335832	2/5/2026	1,807.87	HDR Engineering, Inc	
Supplier Payment	EFT	EFT-00335833	2/5/2026	8,900.17	Ready Rebound, Inc.	
Supplier Payment	EFT	EFT-00335834	2/5/2026	720.00	The EBOA	
Supplier Payment	EFT	EFT-00335835	2/5/2026	10,000.00	Courtney R. Mendoza	
Supplier Payment	EFT	EFT-00335836	2/5/2026	21,299.55	Micro Enterprise Services of Oregon	
Supplier Payment	EFT	EFT-00335837	2/5/2026	9,309.80	Terraphase Engineering Inc.	
Supplier Payment	EFT	EFT-00335838	2/5/2026	216,318.18	Rotschy Inc	
Supplier Payment	EFT	EFT-00335839	2/5/2026	3,540.85	Otak Inc	
Supplier Payment	EFT	EFT-00335840	2/5/2026	529.00	Terracon Consultants Inc - Remit-To: Terracon Consultants Inc	
Supplier Payment	EFT	EFT-00335841	2/5/2026	979.20	TMC Contractors LLC	
Supplier Payment	EFT	EFT-00335842	2/5/2026	1,895.00	Atlas Technical Consultants LLC	
Supplier Payment	EFT	EFT-00335843	2/5/2026	6,479.82	Waxie's Enterprises Inc	
Supplier Payment	EFT	EFT-00335844	2/5/2026	6,965.94	Municipal Emergency Services Inc	
Supplier Payment	EFT	EFT-00335845	2/5/2026	25,170.60	Northwest Royal Home Care	
Supplier Payment	EFT	EFT-00335846	2/5/2026	35,450.22	Fourth Plain Forward	
Supplier Payment	EFT	EFT-00335847	2/9/2026	510.00	Coffman Engineers Inc	
Supplier Payment	EFT	EFT-00337795	2/10/2026	12,681.91	Vancouver Police Officer Guild	
Supplier Payment	EFT	EFT-00337796	2/10/2026	1,293.36	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00337797	2/10/2026	168.39	Legal Shield	
Supplier Payment	EFT	EFT-00337798	2/10/2026	33,021.56	IAFF Local #452	
Supplier Payment	EFT	EFT-00337799	2/10/2026	25,916.22	Allegiance Benefit Plan Management Inc (COBRA)	
Supplier Payment	EFT	EFT-00337904	2/12/2026	1,403.12	Commonstreet Consulting, LLC	
Supplier Payment	EFT	EFT-00337905	2/12/2026	11,882.71	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00337906	2/12/2026	113,200.00	West 6th VWG LLLP	
Supplier Payment	EFT	EFT-00337907	2/12/2026	5,222.99	Accurate Investigation Services	
Supplier Payment	EFT	EFT-00337908	2/12/2026	5,183.11	Fire Systems West	
Supplier Payment	EFT	EFT-00337909	2/12/2026	8,152.65	Universal Protection Services, LP	
Supplier Payment	EFT	EFT-00337910	2/12/2026	83,445.75	American Medical Response Northwest Inc - Remit-To: AMR - ACH	
Supplier Payment	EFT	EFT-00337911	2/12/2026	50,190.00	United Site Services of Nevada, Inc.	
Supplier Payment	EFT	EFT-00337912	2/12/2026	387.22	Whitney Equipment Company Inc	
Supplier Payment	EFT	EFT-00337913	2/12/2026	8,300.00	Andrew Prochniak	
Supplier Payment	EFT	EFT-00337914	2/12/2026	6,005.06	Sarkinen Plumbing, Inc.	
Supplier Payment	EFT	EFT-00337915	2/12/2026	2,765.00	Brad Piesch Aggressive Enterprises, Inc	

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INVOICE PAYMENTS REPORT

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Supplier Payment	EFT	EFT-00337916	2/12/2026	132,307.85	Operations Management International Inc	
Supplier Payment	EFT	EFT-00337917	2/12/2026	1,047.74	Jasmine Alayadhi	
Supplier Payment	EFT	EFT-00337918	2/12/2026	18,263.32	CivicPlus, LLC	
Supplier Payment	EFT	EFT-00337919	2/12/2026	10,491.80	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00337920	2/12/2026	1,324.53	Continuant, Inc.	
Supplier Payment	EFT	EFT-00337921	2/12/2026	1,047.94	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00337922	2/12/2026	1,440.00	SC Beholdings LLC	
Supplier Payment	EFT	EFT-00337923	2/12/2026	16,184.07	David Evans and Associates, Inc.	
Supplier Payment	EFT	EFT-00337924	2/12/2026	1,500.00	The Amy VanCamp Experience LLC	
Supplier Payment	EFT	EFT-00337925	2/12/2026	41,270.70	Metereaders LLC	
Supplier Payment	EFT	EFT-00337926	2/12/2026	22,143.64	Metro Overhead Door Inc	
Supplier Payment	EFT	EFT-00337927	2/12/2026	41,884.50	Sazan Group, Inc	
Supplier Payment	EFT	EFT-00337928	2/12/2026	22,936.00	The Exhibits Department, LLC	
Supplier Payment	EFT	EFT-00337929	2/12/2026	18,000.00	Azavar Audit Solutions, Inc.	
Supplier Payment	EFT	EFT-00337930	2/12/2026	342,102.14	Oregon Native American Chamber	
Supplier Payment	EFT	EFT-00337931	2/12/2026	1,971.60	State of Washington Consolidated Technology Services	
Supplier Payment	EFT	EFT-00337932	2/12/2026	60,986.43	Live Love Outreach	
Supplier Payment	EFT	EFT-00337933	2/12/2026	81,600.00	BlueScope Construction Inc.	
Supplier Payment	EFT	EFT-00337934	2/12/2026	5,040.00	Cascadia Partners LLC	
Supplier Payment	EFT	EFT-00337935	2/12/2026	640.18	HDR Engineering, Inc - Remit-To: HDR Engineering - Chicago	
Supplier Payment	EFT	EFT-00337936	2/12/2026	48,163.90	Wilson Oil Inc. - Remit-To: Wilson Oil Inc	
Supplier Payment	EFT	EFT-00337937	2/12/2026	3,482.25	Retail Lockbox Inc	
Supplier Payment	EFT	EFT-00337938	2/12/2026	291.63	Lasko Printing Specialties Inc	
Supplier Payment	EFT	EFT-00337939	2/12/2026	977.79	CoStar Realty Information Inc.	
Supplier Payment	EFT	EFT-00337940	2/12/2026	520.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00337941	2/12/2026	6,069.46	Summit Lake Park Eagle Restoration Systems	
Supplier Payment	EFT	EFT-00337942	2/12/2026	181,687.85	Brown and Caldwell - Remit To: Brown & Caldwell - San Francisco	
Supplier Payment	EFT	EFT-00337943	2/12/2026	5,400.00	Rapid Response Bio Clean Inc.	
Supplier Payment	EFT	EFT-00337944	2/12/2026	21,108.22	Copiers Northwest Inc.	
Supplier Payment	EFT	EFT-00337945	2/12/2026	678.84	Epic Land Solutions, Inc.	
Supplier Payment	EFT	EFT-00337946	2/12/2026	124,596.94	ConvergeOne Inc	
Supplier Payment	EFT	EFT-00337947	2/12/2026	222.95	Waxie's Enterprises Inc	
Supplier Payment	EFT	EFT-00337948	2/12/2026	604.18	MICHAEL KEVIN ANDERSON	
Supplier Payment	EFT	EFT-00337949	2/12/2026	49,830.40	Tikka WA Inc	
Supplier Payment	EFT	EFT-00337950	2/12/2026	138,465.35	F.D. Thomas, Inc.	
Supplier Payment	EFT	EFT-00337951	2/12/2026	168,596.78	Nutter Corporation	
Supplier Payment	EFT	EFT-00337952	2/12/2026	2,121.25	PBS Engineering and Environmental Inc	
			EFT	7,276,503.50		
Supplier Payment	Manual Wire		1/22/2026	3,200.00	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire		1/22/2026	1,605.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire		1/26/2026	1,369,677.81	Internal Revenue Service	
Supplier Payment	Manual Wire		1/26/2026	101,275.46	Amwins Group, Inc.	
Supplier Payment	Manual Wire		1/27/2026	51,809.39	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire		1/27/2026	18,689.80	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire		1/28/2026	621,391.64	State of Washington Department of Revenue	
Supplier Payment	Manual Wire		1/29/2026	81,637.71	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		1/29/2026	7,098.00	KFPro, Inc	
Supplier Payment	Manual Wire		1/29/2026	313.00	Washington Dental Service	
Supplier Payment	Manual Wire		1/29/2026	59,628.64	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		1/29/2026	46,707.02	State of Washington Department of Revenue	

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INVOICE PAYMENTS REPORT

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Supplier Payment	Manual Wire		2/1/2026	13,526.82	Global Payments Inc	
Supplier Payment	Manual Wire		2/2/2026	2,607.82	Internal Revenue Service	
Supplier Payment	Manual Wire		2/2/2026	1,600.00	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire		2/2/2026	1,018,189.55	State of Washington Department of Labor & Industries	
Supplier Payment	Manual Wire		2/2/2026	823,287.33	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		2/2/2026	119,313.52	State of Washington Department of Employment Security	
Supplier Payment	Manual Wire		2/3/2026	262,772.77	State of Washington Department of Employment Security	
Supplier Payment	Manual Wire		2/3/2026	290,869.27	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		2/3/2026	613,588.02	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		2/3/2026	38,709.93	JP Morgan Chase Bank, N.A.	
Supplier Payment	Manual Wire		2/4/2026	45,666.55	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		2/4/2026	6,655.87	VSP Vision Care Inc	
Supplier Payment	Manual Wire		2/5/2026	125.00	Washington Dental Service	
Supplier Payment	Manual Wire		2/5/2026	75,093.06	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		2/5/2026	1,833.34	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire		2/9/2026	146.64	Keybank National Association	
Supplier Payment	Manual Wire		2/10/2026	74,820.23	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		2/10/2026	586.00	Oregon SDU	
Supplier Payment	Manual Wire		2/10/2026	6,357.98	Washington SDU	
Supplier Payment	Manual Wire		2/10/2026	377,756.52	International City Management Association Retirement Corporation	
Supplier Payment	Manual Wire		2/10/2026	33,755.00	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		2/10/2026	27,875.00	Washington State Firefighters	
Supplier Payment	Manual Wire		2/10/2026	11,872.90	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		2/11/2026	1,384,028.33	Internal Revenue Service	
Procurement Card Payment	Manual Wire		2/11/2026	843,149.93	CoV JPM Procurement Card	
Supplier Payment	Manual Wire		2/12/2026	53,112.67	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire		2/12/2026	250.00	KFPro, Inc	
Supplier Payment	Manual Wire		2/12/2026	18,596.47	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire		2/13/2026	85,938.31	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		2/13/2026	134.00	Washington Dental Service	
Supplier Payment	Manual Wire		2/13/2026	114,430.91	Blue Cross Blue Shield of Oregon	
			Manual Wire	8,709,683.21		
			Checks	4,896,273.73		
			Direct Deposit	12,053.55		
			EFT	7,276,503.50		
			2/2/2026	4,941.78	City Payments	Posted 01-26-26 - 02-01-26
			2/9/2026	11,345.05	City Payments	Posted 02-02-26 - 02-08-26
			2/17/2026	39,682.81	City Payments	Posted 02-09-26 - 02-15-26
			Hansen Total	55,969.64		
			2/2/2026	675.00	Miscellaneous	Parks Class Refunds FCC 01-26-26 - 02-01-26
			2/2/2026	474.00	Miscellaneous	Parks Class Refunds MCC 01-26-26 - 02-01-26
			2/2/2026	124.00	Miscellaneous	Parks Class Online Refunds 01-26-26 - 02-01-26

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

INVOICE PAYMENTS REPORT

<u>Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Date</u>	<u>Amount</u>	<u>Payee</u>	<u>Memo</u>
			2/9/2026	1,703.27	Miscellaneous	Parks Class Refunds FCC 02-02-26 - 02-08-26
			2/9/2026	265.00	Miscellaneous	Parks Class Refunds MCC 02-02-26 - 02-08-26
			2/9/2026	191.25	Miscellaneous	Parks Class Refunds WREC 02-02-26 - 02-08-26
			2/17/2026	1,214.00	Miscellaneous	Parks Class Refunds FCC 02-09-26 - 02-15-26
			2/17/2026	661.64	Miscellaneous	Parks Class Refunds MCC 02-09-26 - 02-15-26
			2/17/2026	95.00	Miscellaneous	Parks Class Refunds Special Events 02-09-26 - 02-15-26
			VISA Total	5,403.16		
			Payroll Total	4,640,615.44		
			GRAND TOTAL	25,596,502.23		

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

Homelessness Emergency Situation Report

Incident Name: Homelessness Emergency

Incident Commander: Aaron Lande

Operational Period: January 2026

Situation Report # 27

New Emergency Orders

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

Emergency Response

- We have lost **6** people since December 2025 Homeless Memorial
 - **2** in the month of January
- Vancouver Fire data reported quarterly: calls related to or involving homelessness

	4 th quarter 2025	Year to Date 2025
# of Fire events	80	449
# of emergency medical events	499	2,478

- Vancouver Police data:

Police Events and Time on Events with Unsheltered Homelessness Involvement

	January 2026	Year to Date
# of Events* (percentage of all events)	810 (8.6%)	810 (8.6%)

Hours spent on events** (percentage of all police event hours)	1,652.3 (15.1%)	1,652.3 (15.1%)
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*Total number of events officers indicated were related to unsheltered homelessness in the month of January and year to date (YTD), as well as the percentage of all events relative to all police events in January and YTD.

**Total number of officer hours spent on events officers indicated were related to unsheltered homelessness in the month of January and year to date (YTD), as well as the percentage of time spent on these events relative to all events in January and YTD.

HART Activities

- Participated in Clark County’s annual Point-in-Time Count
- HART conducted clean-ups at the following locations:
 - Area around W 11th, 12th, 13th, and Jefferson, King, Lincoln streets
 - Bagley Park – undeveloped area
 - Burnt Bridge Creek area near 112th Ave
 - Several scattered sites addressed by Sheila’s rapid response crew
 - Regular coordination with WSDOT for outreach and cleanup on their properties along the freeway system in the City of Vancouver

HART Encampment Cleanups and Solid Waste Removal

Type of Operation	Tons Removed
Health & sanitation encampment cleanups coordinated between HART, Public Works, and the Vancouver Police Department	27.61
HART Encampment Response Coordinator – rapid response crew	5.33
Year-to-date	32.94

- Handed out 48 naloxone kits and provided awareness on overdose response to 29 individuals through our partnership with WA State Dept. of Health’s Opioid Education and Naloxone Distribution (OEND) Program.

- Unsheltered individuals reported to HART they used the naloxone HART distributed to reverse 2 separate overdoses this month
- OEND supports access to naloxone for people who are likely to experience or witness an opioid overdose by providing free naloxone to organizations and community groups for distribution to clients and community members.

Community Engagement

- In December and January, the HART was contacted by several community members who wanted to know how best to support our unsheltered neighbors with clothing, bedding, toiletries, and other necessities, to include items for pets. We were overwhelmed by their generosity and shared the donations with our outreach partners to get the donations to those who needed them the most, especially during the extended cold weather we experienced.

Safe Stays/Safe Park

- **The Outpost:**
 - 1 resident transitioned into housing
 - 3 residents are document ready for transitioning to housing
 - 1 resident obtained their Social Security Card
 - 1 resident graduated outpatient treatment
 - 1 resident has been employed for 90 days and purchased a car.
 - Several residents have reached milestones in their sobriety and recovery, 60 to 180+ days, and 1 has over a year!
- **Hope Village:**
 - 1 resident transitioned into housing
 - 2 residents have been approved for FCS housing units, Feb move in date
 - 3 residents obtained their ID cards
 - 1 resident obtained employment
 - 1 resident began treatment services
 - 1 resident was able to see a medical specialist (depending on the need, some medical providers will not see or treat someone until they have stable shelter or housing)
 - Hope Village recorded 681 non-resident contacts at their gate by individuals seeking assistance with food, water, coffee and sometimes safety or peer support. These interactions continue to build trust, offer warmth on cold nights, and connect people to services when they're ready.
- **Kiggins Village:**
 - 2 residents transitioned into housing

- 2 residents obtained Social Security Cards
- 3 residents obtained employment
- 3 residents are accessing MAT services
- **415 West:**
 - 2 residents transitioned to housing
 - 2 residents have been approved for housing and await their move-ins
 - 4 residents obtained their ID cards and 1 obtained their birth certificate
 - 2 residents are celebrating 2 months of sobriety and recovery
 - 6 residents are engaged with MAT services, and some attend recovery circles on site
 - Many residents completed vision and dental appointments; two obtained dentures and one received a much-needed wheelchair.
 - Residents continue rebuilding family connections through on- and off-site visits with children and are working with family court on visitation and custody matters.
 - Community members are also progressing through court requirements, including two engaged at Community Court, one with a court date to quash warrants, and three in other stages of the court process.
 - On Thursday, Feb 12th at 3pm the community will hold a service remembering 3 residents who passed in 2025, saying goodbye to loving friends
- **Homeward Bound – Safe Park:**
 - 1 resident transitioned to housing
 - 2 residents who are Veterans accepted into programs are apartment searching
 - 1 resident moved to inpatient treatment with plans to transition to sober housing after
 - 1 resident obtained employment
 - 1 resident obtained their ID card and Social Security Card
 - 2 residents are actively engaging in mental health services, one is inpatient treatment
 - Challenges included helping individuals and families stay warm in their vehicles during the extremely cold weather
 - Staff took on more complex needs, helping families with children who experience autism
 - Pleased to receive a grant from the Fircrest Neighborhood Association for \$300, as well as great feedback regarding the condition of the site. “This feedback reflects ongoing efforts of staff and participants to maintain a respectful, clean, and positive presence in the neighborhood.”

Bridge Shelter

- Foundation slabs for both buildings have been poured, and most underground work is complete.
- Pre-engineered metal buildings are being manufactured off-site and are scheduled to arrive and be erected in March/April.

Community Court

Community Court outcomes	Total individuals
Newly cited/referred to Community Court	61
Opted into Community Court	31
Graduations (successful completion)	5
Community Service hours completed	16
Obtained Temporary Housing	1
Mental Health/Substance Use Disorder evaluations completed	7
Accessing/participating in treatment services	4

- With the addition of a full-time position to conduct assessments, the Court is able to address more people more efficiently, speeding up the opt-in process.
- Community Service opportunities were curtailed in January due to the severe cold weather we experienced.

Property Closures

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

Appreciation

This month, we recognize the City Manager's Office administrative staff. They initiated a donation drive within City Hall to provide winter clothing, bedding, housewarming supplies for those leaving shelter and moving into housing, pet supplies, food, and more. City Hall staff went above and beyond, filling the City Manager's Office collection area to the brim! Administrative staff separated, categorized, and organized the donation into 5 groups for delivery in late January to our Safe Stays and Safe Park programs. The site providers were all overjoyed by the generosity and shared how

touched the recipients of the donations were. We appreciate our community at City Hall for all of their care and support and wanted to thank them publicly.

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

- Economic Prosperity and Housing Department
- Public Works
- Vancouver Police Department
- Vancouver Fire Department
- Engagement and Access
- Vancouver Parks, Recreation and Cultural Services
- Code Compliance
- Parking Services
- General Services
- Information Technology
- Planning
- Budget
- Legal
- Procurement
- Administrative Assistants
- And countless others who are critical to our mission