Vancouver City Council

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

City Council Meeting Agenda
April 6, 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. April 6, 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 April 6, 2026. Instructions will be provided on-site. Register to testify online. Online registration is open until 12:00 p.m. on April 6, 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

Electric Vehicle Infrastructure Strategy
(Approximately 30 minutes, to immediately follow the previous workshop)

Stacey Dalgaard, Policy Analyst, Stacey.Dalgaard@cityofvancouver.us

Development Activity Update
(Approximately 1 hour, to immediately follow the previous workshop)

Patrick Quinton, Economic Development Director, patrick.quinton@cityofvancouver.us

Council Dinner / Executive Session Re: Potential Litigation RCW 42.30.110(i)(iii) (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 17, 2026

Minutes - February 23, 2026

Minutes - March 2, 2026

Minutes - March 16, 2026

Minutes - March 23, 2026

Proclamations

Arbor Day

Java House Recognition

Community Development Week

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 - Shin Etsu Handotai (SEH) Pump Station Improvements

Staff Report: 067-26

Request: On Monday, April 6, 2026, accept the Shin Etsu Handotai (SEH) pump station improvements project and authorize release of bond, subject to receipt of all documentation required by law.

Frank Dick, Wastewater Treatment Program Manager, Catherine Morey, Civil

Engineer, frank.dick@cityofvancouver.us, Catherine.Morey@cityofvancouver.us

2. Utility Easement Release - 615 W. 6th Street

Staff Report: 068-26

Request: On Monday, April 6, 2026, authorize the City Manager, or designee, to sign the attached utility easement release for 615 West 6th Street on parcel number 49360000.

Sasha Vassev, Associate Project Planner, Kris Olinger, Utility Engineering Program Manager, Sasha.Vassev@cityofvancouver.us, kris.olinger@cityofvancouver.us

3. Bid Award - NE Royal St & 81st Ave Water Main Replacement - ITB 26-6

Staff Report: 069-26

Request: On Monday, April 6, 2026, award a construction contract for NE Royal St & 81st Ave Water Main Replacement Project to the lowest responsive and responsible bidder, Halme Excavating of Battle Ground, Washington, at their bid price of $353,078.85, which includes Washington State sales tax, 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.

Reed Crosson, Civil Engineer 1, Mehrin Selimgir, Water Engineering Manager, Reed.Crosson@cityofvancouver.us, Mehrin.Selimgir@cityofvancouver.us

4. Bid Award - West Vancouver Phase 1 Sanitary Sewer Improvements and Alki Road Water Main Replacement - ITB26-13

Staff Report: 070-26

Request: On Monday, March 16, 2026, award a construction contract for West Vancouver Phase 1 Sewer Improvements and Alki Rd Water Replacement Project to the lowest responsive bidder, Advanced Excavating Specialists, LLC, of Kelso, WA, at the bid price of $2,245,532.69, 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.

Sheryl Hale, Engineering Manager, sheryl.hale@cityofvancouver.us

5. Bid Award - Marine Park Wastewater Treatment Facility Headworks Equipment Replacement - ITB 26-9

Staff Report: 071-26

Request: On Monday, April 6, 2026, award a construction contract for Marine Park wastewater treatment facility headworks equipment replacement project to the lowest responsive and responsible bidder, Prospect Construction, Inc. of Puyallup, WA, at their bid price of $3,827,214.08, 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.

Gavin Zirkel, Civil Engineer, Frank Dick, Wastewater Treatment Program Manager, Gavin.Zirkel@cityofvancouver.us, frank.dick@cityofvancouver.us

6. Interlocal Agreement - City of Vancouver and Clark County Corrections

Staff Report: 072-26

Request: On Monday, April 6, 2026, authorize the City Manager, or designee, to finalize and execute an Interlocal Agreement with Clark County Correction Services for offender restitution crew labor/maintenance services.

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

7. Cooperative Purchasing Agreement - Landscape Structures

Staff Report: 073-26

Request: On Monday, April 6, 2026, authorize the City Manager, or designee, to amend Contract C-102205 between the City of Vancouver and Landscape Structures Inc. to approve spending above $300,000 without a specific limit, and; authorize the City Manager to take any legal action necessary to enforce the terms of the same. The City of Vancouver piggybacks on the terms of the contract between Landscape Structures and Sourcewell (Sourcewell Contract #101625-LSI), which provides discount pricing for play equipment, shade, shelters, splash play, site furnishings and playground surfacing purchased from Landscape Structures, Delano MN, for the life of the contract.

Terry Snyder, Park Development Manager, David Perlick, Director of Parks, Recreation and Cultural Services, Terry.Snyder@cityofvancouver.us, david.perlick@cityofvancouver.us

8. Collective Bargaining Agreement - Vancouver Police Officers Guild 2026-2028

Staff Report: 074-26

Request: On Monday, April 6, 2026, authorize the City Manager, or designee, to sign the collective bargaining agreement with the Vancouver Police Officers Guild for 2026–2028.

Robert Prociak, People and Labor Strategy Manager, Antoinette Gasbarre, Human Resources Director, Rob.Prociak@cityofvancouver.us, Antoinette.Gasbarre@cityofvancouver.us

9. Right-of-way Telecommunications Franchise Ordinance Agreement for Mashell Telecom, Inc. doing Business as Lightcurve

AN ORDINANCE relating to management of the public rights-of-way, granting to Mashell Telecom, Inc. d/b/a Lightcurve and its affiliates (“Grantee”), a corporation (collectively “Parties”), a non-exclusive and revocable Franchise to install, operate and maintain a telecommunication system in, on, over, upon, along, and across Public Ways of the City of Vancouver, Washington(“City”), establishing certain rights, duties, terms, and conditions with respect to the

Franchise; and setting an effective date and conditions. Grantee and City are sometimes collectively referred to as the “Parties.”

Staff Report: 075-26

Request: On April 6, 2026, advance the ordinance on first reading, setting a date for second reading and public hearing on May 11, 2026.

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

10. Approval of the Claim Vouchers

Request: Approve claim vouchers for April 6, 2026.

Public Hearings

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

11. First Supplemental Budget

AN ORDINANCE relating to the 2025-26 Biennial Budget and making supplemental appropriations in various funds needed to meet certain necessary expenditures to be incurred in 2025-26 which were not and could not reasonably have been foreseen at the time of adoption of the 2025-26 Budget; declaring an emergency and providing for an immediate effective date.

Staff Report: 066-26

Request: On Monday, April 6, 2026, upon second reading and a public hearing, finalize and approve the ordinance.

Shannon Olsen, Budget Manager, shannon.olsen@cityofvancouver.us

Communications

A. From the Council

B. From the Mayor

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.

Adjournment

City Hall is served by C-TRAN. Route information and schedules are available online at www.c-

tran.com. You also may reach C-TRAN at (360) 695-0123 for more information on times, fares, and routes.

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

CITY OF Vancouver WASHINGTON

EV Infrastructure Strategy Update

Stacey Dalgaard
Climate Policy Advisor
City Manager's Office

Laurel Priest
Transportation Planner
Community Development

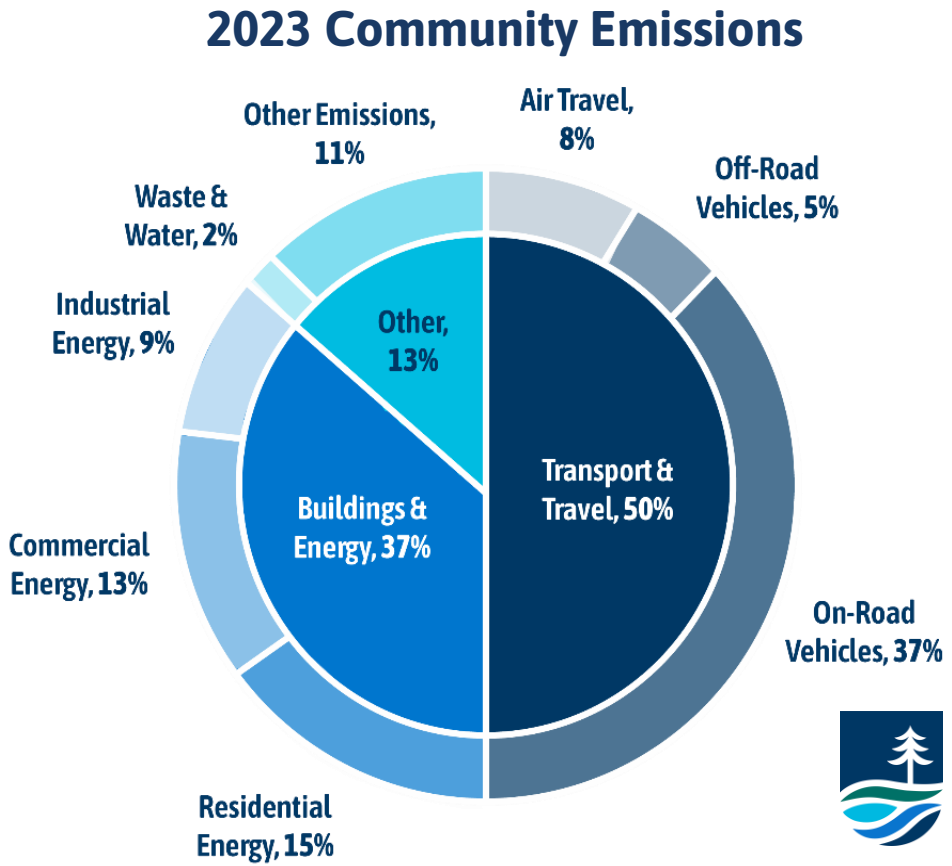
April 6, 2026

EV Infrastructure Planning

Directed by the Climate Action Framework

Develop and implement citywide EV infrastructure plans to promote and expand the installation of public and private charging infrastructure.

- Transportation is the **single largest contributor of emissions** in Vancouver.
- Shifting vehicles to low or no-carbon fuels is a **top strategy** to achieve 2040 climate goals.



Project Overview

Business Case
Sept 2024 – April 2025
Objective 1: Determine the appropriate role for the City.

Citywide Framework & Priorities
February – Sept 2025
Objective 2: Define community priorities and target areas for intervention.

Implementation Planning
Oct 2025 – February 2026
Objective 3: Define City actions to achieve strategic goals.

Fall 2024 – Spring 2025
Research and analyze EV market trends and roles
Summarize initial findings

Spring – Summer 2025
Public engagement
Convene Community Transportation Electrification Cohort

Summer – Fall 2025
Develop priorities framework and map

WE ARE HERE

Fall 2025- Winter 2026
Outline key strategies + actions
Plan Public EV Charging Pilot

Community Priorities

- **Balance investments** in different kinds of charging and sites
- Installing charging stations is not enough; **holistic strategies are needed**
- More **mobility options** may help address network gaps
- **Environmental health** and **social impact** are key community values
- **Community education** will support broader adoption

Recommended Strategies

Promoting an equitable transition to electric mobility that meets existing and future community needs

1. Expand access to EV charging infrastructure across the City through public and private sector investments.

2. Build supportive environment for EV adoption and ensure benefits of electrification are distributed equitably.

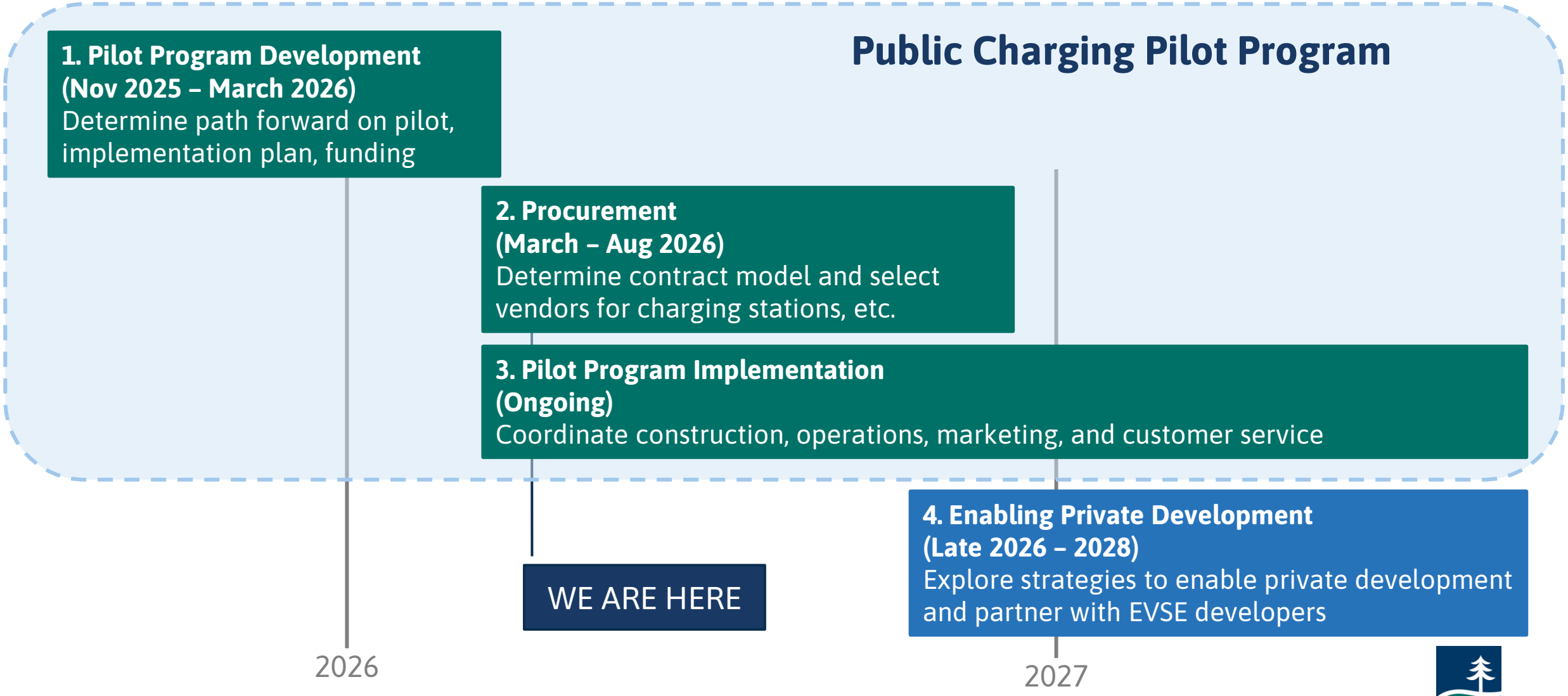
3. Build local and regional government capacity to accelerate EV adoption.

Public EV Charging Pilot

Overview

Locations identified in partnership with Facilities, Parks & Rec, and Public Works.
Pilot Program funded by state and utility grants. DCFC stands for Direct Current Fast Charging.

Next Steps: Implementation



Thank you

Laurel Priest

Laurel.Priest@cityofvancouver.us

Stacey Dalgaard

Stacey.Dalgaard@cityofvancouver.us

CITY OF Vancouver WASHINGTON

MEMORANDUM

DATE: April 6, 2026

TO: Mayor and City Council
CC: Aaron Lande, City Manager's Office
Stacey Dalgaard, City Manager's Office
Kate Drennan, Transportation Planning/Community Development Dept.
Laurel Priest, Transportation Planning/Community Development Dept.

FROM: Lon Pluckhahn, City Manager

RE: **CITYWIDE ELECTRIC VEHICLE INFRASTRUCTURE STRATEGY**

This memo provides an update on work to advance a Citywide Electric Vehicle Infrastructure Strategy (EV Strategy) to promote and expand the installation of public and private charging infrastructure, as directed by the Climate Action Framework in alignment with Transportation System Plan goals.

Project Overview
On-road vehicles are Vancouver's single largest source of greenhouse gas emissions contributing to global climate change. Even as the City invests in more walkable neighborhoods and reduced driving overall, shifting vehicles on the road to low- and zero-emission vehicles was modeled as one of the most immediate and impactful actions identified to reduce greenhouse gas emissions, with the potential to achieve 13% of the City's 2040 carbon neutrality goal.

Planning has been underway throughout 2025 and into 2026 on a Citywide EV Infrastructure Strategy to encourage development of EV charging stations in Vancouver and define actions for the City to help accelerate community EV adoption. This strategy will (1) determine appropriate roles for the City to facilitate growth in Vancouver's EV charging network, (2) define opportunity areas for EV infrastructure development, and (3) outline City-led actions to promote an equitable transition to electric mobility.

Planning Update
Since the June 2025 City Council workshop, the project team completed community engagement in collaboration with the Community Transportation Electrification Cohort, defined EV charging opportunity areas based on community priorities, and developed a draft list of recommended actions to expand EV charging infrastructure in Vancouver. The City also secured state and utility grant funding to initiate a Public EV Charging Pilot and continue engagement with EV charging operators and property owners to activate private sector development. The following update is organized by the core project objectives.

Objective 1: Determine the appropriate role for the City
After evaluating EV market research and models of public intervention, the City is pursuing two key roles to accelerate EV infrastructure development in Vancouver:

- **Direct investment** in City-owned EV charging infrastructure, and
- **Private sector outreach and engagement** to reduce barriers and enable development.

A business case assessment conducted in 2025 by consulting firm Fehr & Peers found that the development of new charging infrastructure in Vancouver is not keeping pace with the projected (or desired) growth in EV adoption, and that it is unlikely the private sector will meet the need or fill critical network gaps fast enough to meet Vancouver's 2040 climate goals. Based on this, Fehr & Peers recommended that the City catalyze EV infrastructure development by making direct investments in City-owned charging stations to enable residents to confidently switch to electric vehicles and address equity gaps.

To assess the potential for EV charging infrastructure to be a self-sustaining asset and revenue-neutral program for the City, a Public EV Charging Pilot is moving forward in 2026-27 with the installation of new public charging stations at both community centers and as part of the Main Street Promise project. The pilot will provide data on usage and revenue from charging sessions, as well as costs to manage charging stations to inform future decisions about City-led investments in public EV infrastructure.

Both private and public investment will be necessary to meet the expected demand for EV charging by 2030. Therefore, staff are also moving forward with strategies to enable and activate the private sector. Through outreach and engagement with EV infrastructure developers and charge point operators, staff will continue to monitor the potential for the private sector to fill charging infrastructure gaps while identifying opportunities and barriers to accelerate private development.

Objective 2: Define community priorities and opportunity areas for EV infrastructure development
In 2025, the City collaborated with a Community Transportation Electrification Cohort to engage historically marginalized and underrepresented communities in Vancouver in the EV Strategy and other local transportation electrification planning efforts. The cohort was comprised of local nonprofits Community in Motion, Odyssey World International Education Services (OWIES), and Vietnamese Community of Clark County, in partnership with Columbia-Willamette Clean Cities Coalition and Clark Public Utilities. Together, cohort members engaged approximately 400 community members at a total of 12 events and co-developed recommendations for an equitable transition to electric mobility in Vancouver (Attachment A). A separate online survey conducted by the City received an additional 243 responses addressing public EV charging needs and desired e-mobility options.

This work informed the development of a prioritization framework directing where and how public intervention should occur based on who we are trying to serve and why. Criteria were developed to define priority use cases for "necessity charging" and "convenience charging" (Table 1), from which EV charging opportunity areas were identified and mapped. The EV Charging Opportunity Areas map is provided as Attachment B. These opportunity areas will be the focus of City outreach efforts and initiatives to activate private development.

Table 1: Charging Use Cases and Corresponding Criteria		
Use Case	Target Population/Purpose	Key Prioritization Criteria
Necessity Charging	Renters, low-income households, areas farther from frequent transit	- High # multifamily OR high # of rental housing - Longer distance to frequent transit - Higher Equity Index score
Convenience Charging	Residents or visitors seeking quick recharges during daily activities	Closer proximity to: - Growth nodes/corridors - Retail/dining locations - Grocery stores - Community resources (parks, schools, community centers, libraries)

Objective 3: Outline City-led actions to promote equitable transition to electric mobility
A set of draft actions to expand EV charging and EV adoption has been identified based on recommendations developed by the Community Transportation Electrification Cohort and best practices research, and is provided as Attachment C. As the draft list of recommended actions is reviewed and refined with key stakeholders and departments, clarity around the City's jurisdiction, role, and funding sources to implement each action is critical to prioritizing next steps and setting meaningful targets.

It is also recognized that local and national economic conditions have shifted, and the City faces a constrained budget environment and fewer funding sources to pursue the full range of actions demanded by the market or desired by the community. The actions that are identified in the final EV Strategy will be further prioritized as part of the City's broader climate workplan and budget priorities.

Next Steps:
The Citywide EV Infrastructure Strategy is expected to be finalized later this month. No action is requested at this time. Staff anticipate bringing an ordinance to Council in Fall 2026 to enable the City to collect fees for charging sessions at Public EV Charging Pilot locations.

This work has been funded in part by a WA Department of Commerce climate planning grant, which is supported by the Washington Climate Commitment Act.

Staff contact info:
Stacey Dalgaard, Climate Policy Advisor, City Manager's Office, stacey.dalgaard@cityofvancouver.us
Laurel Priest, Transportation Planner, Community Development, laurel.priest@cityofvancouver.us

Attachment(s):
- Attachment A: Community Transportation Electrification Cohort recommendations
- Attachment B: EV Charging Opportunity Areas map
- Attachment C: Draft recommended actions

VANCOUVER COMMUNITY TRANSPORTATION ELECTRIFICATION COHORT

FINAL RECOMMENDATIONS
SEPTEMBER 2025

Overview:

The Community Transportation Electrification Cohort was a collaborative effort led by the City of Vancouver, Columbia-Willamette Clean Cities Coalition, Clark Public Utilities, with cohort members from local nonprofits, Community in Motion, Odyssey World International Education Services (OWIES), and Vietnamese Community of Clark County. Cohort members engaged historically marginalized and underrepresented communities in Vancouver for the Citywide EV Infrastructure Strategy and other local transportation electrification planning efforts. The cohort was convened from February through August 2025 to build organizational capacity and co-create recommendations for an equitable transition to electric mobility in Vancouver. Cohort-led community engagement activities took place between May and June 2025. This report outlines the cohort's final recommendations for transportation electrification priorities and programs to create the greatest benefit for their communities.

These recommendations have been shared with the City of Vancouver and Clark Public Utilities for further evaluation in their respective planning processes and will be shared with other local governments identified as potential actors in advancing these concepts. This project was funded by a Washington Department of Commerce Climate Planning Grant, National Renewable Energy Laboratory (NREL), and Clark Public Utilities.

Overarching themes:

Cohort members engaged approximately 400 community members at a total of 12 events, including a two-day Lao New Year Celebration, a Multicultural Resource Fair hosted by Latino Community Resource Group, a Vietnamese elder conversation group, a Meals on Wheels lunch and food bank, the Juneteenth Freedom Celebration, and more. Based on these conversations and engagement activities, cohort members identified the following overarching themes arising from community members.

1. **Lower costs:** For middle and low-income households, transaction costs to use electric mobility options was a major theme, including purchasing EVs or e-bikes, renting, replacing batteries, and finding a mechanic. People said that they would use EV options if they were less expensive. During engagement, many people said to target incentives for renters and low-income residents who would benefit most from the increased mobility options and cost-savings associated with EVs. People with disabilities face higher cost barriers because equipment designed or modified for disability accommodations are more expensive. Cohort members emphasized the importance of also making incentives available to middle income residents to encourage a wider transition to EVs to broaden community benefits.

2. **Education:** Community education was the top choice by community members who participated in the budgeting activity at community events, and it has been a major theme throughout the project. Cohort members highlighted the importance of trusted messengers (e.g. nonprofits), experts and education in communities' native languages, and trusted topic-specific experts in topics like ADA. Because of the technical nature of electric vehicles and current lack of trust in EVs among communities, mechanics that speak people's native languages were identified as a key audience and trusted messenger. Many community members said that they would likely use rebates if they knew that they existed.

3. **Mobility options:** Community members shared a strong desire for more and diversified mobility options, particularly transportation options that support elders, low-income households, and disabled community members. Engagement by multiple groups highlighted the need for accessible vehicles, bikes, and scooters. Not promoting ADA accessible options could cause harm for many community members by limiting access to public resources. Vietnamese elders want smaller rideshare options with fewer stops. Young adults and youth want micromobility options. People were broadly positive about any increase in transportation options, including carshare, e-bike/scooter share, personal e-bikes, and more transit service.

4. **Location:** Siting e-mobility options to achieve multiple goals was a common theme. For where to locate EV charging infrastructure, cohort members prioritized both "necessity charging" to meet the needs of underserved areas as well as "convenience charging" to help propel a broader transition and serve visitors to Vancouver from throughout Clark County. Community members highlighted the value of carshare and e-bike/scooter share for low-income households and identified libraries, schools, transit stops, and other resource hubs (social services) as ideal locations.

5. **Network gaps:** Transportation network gaps were identified as a major challenge for community members, which extended outside of the city of Vancouver boundaries. Gaps in public transit service could be filled or bridged by micromobility and carshare options. Addressing bike infrastructure and

safety gaps may help propel the success of e-bike/scooter adoption. And gaps in EV charging network infrastructure is limiting community transition to EVs because people don't fully trust the technology and range yet.

Recommended strategies:

Accelerate an equitable transition to EVs and low-carbon mobility options to realize air quality and economic benefits for our communities:

- Financial incentives that work for all:
    - Design sliding scale incentives and rebates for purchasing electric cars, bikes, and scooters with larger, upfront cost savings scaled based on need, including qualifiers like income, disability, family size, distance from services, and other marginalized status or demographic. Design incentives so that they do not count as taxable income when applying for social services, e.g. TANF, SNAP, VHA.
    - Partner with local financial institutions and car dealerships to make low-interest loans available for purchasing new or used EVs and replacing EV batteries. Design loan programs so that common challenges faced by low-income households are not barriers (e.g. poor credit scores, background checks), and provide education and outreach to target communities.
    - Develop trade-in (or "buy-out") program for replacing ICE vehicles with EVs that accounts for barriers including being behind on car payments or having an older vehicle that may have a low market value but high climate value for getting off the roads.
    - Ensure ADA vehicle accommodations and modifications are eligible for EV incentives and rebates to enable disabled community members to purchase a low-cost EV option that meets their mobility needs.
- Infrastructure to facilitate the transition:
    - Develop charging infrastructure in both high-traffic districts and low-income areas to support the transition to EVs across all income levels to improve air quality quickly and ensure economic inclusion for low-income communities. Set targets to serve an equitable balance of different charging needs, e.g. convenience vs. necessity charging. Aim for 50% of new chargers in necessity "zones" (low-income residential areas, at/near multifamily housing). Site charging infrastructure at park-and-rides on the outskirts of Vancouver and at visitor destinations (e.g. waterfront, central city, places for hiking).
- Nonprofit support to benefit community quickly:
    - Develop grant program for local nonprofits to purchase shared or individual EV fleet vehicles to improve their services to the community, reduce local air pollution, and improve organizational resilience by reducing operational costs.

Expand shared transportation options and price points to improve mobility for community members without the commitment of ownership, particularly for elders, low-income households, and disabled community members:

- Require electric mobility programs (e.g. carshare, e-bike share) to offer tiered or need-based pricing to ensure renters and low-income residents are truly able to benefit from cost savings and improved transportation options. This could include waiving up-front membership fees for income-

qualified users or setting lower rates in areas with gaps in transit access, but it is recommended to maintain a nominal fee for use at all income levels. Include the option in payment systems for users to add a donation or round up their total to support low-income programs.
- Create incentives for carshare and e-bike or e-scooter share providers to include ADA accessible vehicles in fleet options for community members, e.g. wheelchair and scooter lifts, wheelchair securement, driving hand controls, swivel seating.
- Prioritize carshare and e-bike/scooter share to address first/last mile transit gaps and in high density areas where people are more likely to use them.

Build on community engagement by the Community TE Cohort with continued community education initiatives to build awareness, confidence, and adoption of e-mobility options and resources as they become available to Vancouver households:

- Support nonprofits trusted by the community to conduct culturally relevant outreach and education about using and owning EVs, local electric mobility options and resources, the value of fleet electrification, and available incentives to expand access to underserved residents and reduce misinformation. This should include funding for nonprofits and may also include technical assistance, accurate and current information on EVs, convening of a cohort, co-creation of education materials, etc.
- Create a group study or classes for community members to learn about the benefits of EVs and e-bikes, understand new technology, mechanic support, and programs available to the community. Incentivize participation by offering a rebate or credit toward purchasing or participating in electric mobility offerings upon completion of the program.

Encourage inclusive planning to promote equity, community building, and climate-friendly travel options:

- Partner with C-TRAN to develop mobility hubs and safe waystations that include carshare and micromobility options in areas with the largest transit network gaps. Design mobility hubs as community hubs, with amenities such as wifi, charging for all types of devices (e.g. phones, e-bikes, etc.), restrooms, covered areas, space for small vendors or young entrepreneurs, lending libraries, and connections to transit.

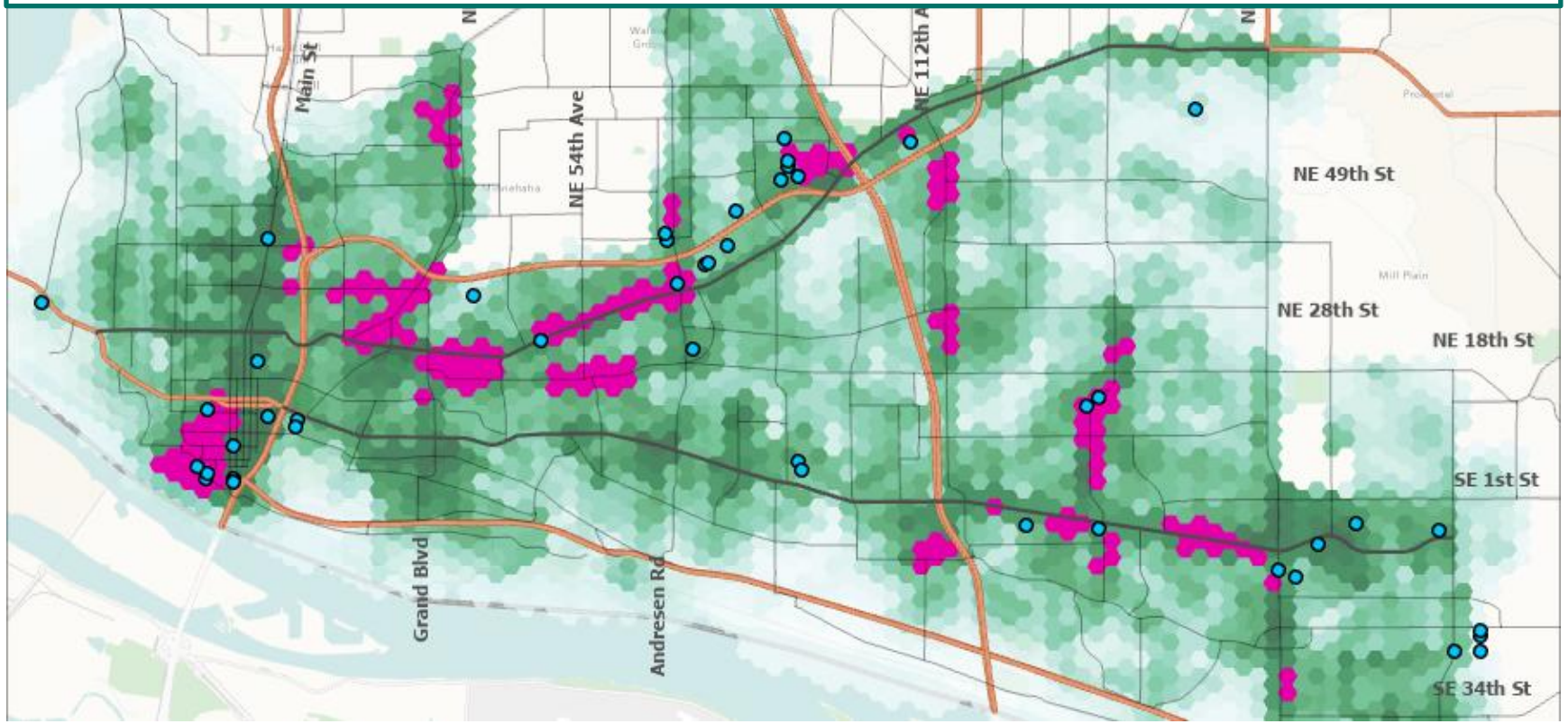
Next steps:

The City recognizes that a successful Citywide EV Infrastructure Strategy must be holistic, addressing financial barriers and building public trust through targeted outreach alongside infrastructure investments. As the City finalizes its strategy, the project team will assess opportunities to advance cohort priorities within its implementation plan. The City will also work with other local jurisdictions to convey these priorities to those who may have a role in advancing them.

Attachment B

EV Charging Opportunity Areas

High scoring areas for both “necessity charging” and “convenience charging” in magenta
+ Existing public EV chargers



Attachment C

Draft Recommended Actions

Strategy 1. Expand access to EV charging infrastructure across the City through public and private sector investments.		
1-A. Deploy charging infrastructure through City-led projects to drive community adoption and address equity gaps.		
Sub-Actions	**City Role**	**Feasibility**
1-A.1 Implement City-led Public EV Charging Pilot at key community facilities to serve community members and visitors and inform appropriate role for the City to deploy EV infrastructure citywide.	Lead	*Early action
1-A.2 Prioritize recommendations for accessible EV charging stations by the U.S. Access Board in design of City-owned EV charging.	Lead	Incorporate into existing processes
1-A.3 Evaluate value and feasibility of expanded City-led public charging program to address equity gaps based on market conditions and findings of Public EV Charging Pilot.	Lead	Requires new funding
1-A.4 Co-locate micromobility, carshare, and EV charging amenities with mobility hubs planned in the Transportation System Plan to address first/last mile transit gaps and serve high density areas.	Lead	Incorporate into existing processes
1-B. Enable and activate private sector EV charging infrastructure development that aligns with Comprehensive Plan priorities for highest and best use development.		
1-B.1 Conduct ongoing outreach to EVSE developers and charger operators to build interest in local development, monitor market conditions, and identify interventions to remove barriers or facilitate deployment, particularly in EV charging opportunity areas.	Lead, Partner	*Early action
1-B.2 Audit existing City policies, processes, and guidelines, and identify opportunities to reduce barriers to EV charger development and promote community priorities.	Lead	*Early action
1-B.3 Develop and publish clear processes and guidance for development of publicly available EV infrastructure in Vancouver that clarifies relevant permitting, zoning, and parking policies, and aligns with sub-area goals and curb management priorities.	Lead	*Early action
1-B.4 Conduct outreach to existing multifamily properties, provide technical assistance, and help secure funding to support development of on-site EV charging access for residents.	Facilitate, Convene	Requires new funding
1-B.5 Facilitate educational and networking opportunities for property owners in EV charging opportunity areas to increase interest in hosting charging infrastructure.	Facilitate, Convene	Requires new funding
1-C. Promote policies and programs to improve affordability and access to public and private charging infrastructure.		
1-C.1 Explore feasibility of point-of-sale "round up" donations at EV charging stations to support programs that reduce transportation emissions and promote equitable access to the benefits of electrification.	Partner, Facilitate	Requires prioritization to advance
1-C.2 Advocate for state and utility policies and programs that reduce barriers for renters and low-income households to benefit from at-home charging access.	Advocate	Incorporate into existing processes

Strategy 2. Build supportive environment for EV adoption and ensure benefits of electrification are distributed equitably.		
2-A. Increase familiarity and trust with electric vehicles and transportation electrification initiatives in underrepresented communities.		
2-A.1 Partner with trusted community organizations and ambassadors within underrepresented communities to increase community awareness of the benefits, costs, safety, and availability of EVs.	Partner, Facilitate	Requires new funding
2-A.2 Promote and provide information on EV technician certification programs – particularly in non-English speaking communities – to diversify and expand the EV workforce, and to ensure trusted information on EVs is available to all communities.	Facilitate	Requires new funding
2-A.3 Establish consistent, durable, and transparent processes for ongoing engagement with community stakeholders.	Lead, Partner	Incorporate into existing processes
2-B. Reduce financial barriers to purchasing new and used electric vehicles to ensure EV benefits are distributed equitably.		
2-B.1 Advocate for state incentives and programs for all types of electric mobility (e.g. cars, bikes, etc.) that reduce financial barriers and increase access to e-mobility.	Advocate	Incorporate into existing processes
2-B.2 Partner with state and utility to promote available incentives, rebates and other financial resources locally to ensure community awareness and uptake.	Partner	Incorporate into existing processes
2-B.3 Explore partnerships with local financial institutions to promote consumer education on EV purchases, state and utility incentives, and information on total-cost-of-ownership to better equip buyers to evaluate EVs.	Partner, Facilitate	Requires prioritization to advance
2-B.4 Identify funding for small grants or promote available resources to help nonprofits replace older fleet vehicles with EVs or e-cargo bikes to improve their services to the community and increase the presence of EVs in underrepresented communities.	Partner, Facilitate	Requires new funding
2-C. Expand shared mobility options to improve access to the benefits of electrification without the commitment of ownership.		
2-C.1 Develop e-bike / scooter share policy for Vancouver. Define city priorities for improving access to shared micromobility options, including best practices in tiered income-based pricing structures and adaptive vehicle requirements.	Partner	Requires prioritization and new funding to advance
2-C2. Explore opportunities to pilot local carshare program to benefit low-income households and small businesses.	Partner	Requires prioritization to advance
2-C3. Coordinate with Transportation Demand Management program to increase awareness of shared mobility alternatives as they become more available and incorporate into travel training programs.	Partner	Incorporate into existing processes
2-C4. Explore incentives or grants for micromobility (e.g. e-bike/ scooter share) and carshare programs to include adaptive or ADA accessible vehicles in fleet offerings for community members.	Partner, Lead	Requires new funding
3. Build local and regional government capacity to accelerate EV adoption.		
3-A. Strengthen City policies and processes to enable equitable EVSE deployment and advance climate goals.		
3-A.1 Ensure all transportation electrification strategies reinforce mode-shift, access, and emissions targets outlined in the City's transportation and climate plans, as well as sub-area plan goals, active transportation priorities, anti-displacement strategies, and Vision Zero.	Lead	Incorporate into existing processes

3-A.2 Update Public EV Charging Strategy in 2031 to reflect future market conditions, new best practices and technology advancements, updated state requirements, and community priorities.	Lead	Requires new funding
3-B. Increase regional coordination to improve connectivity of transportation electrification investments and position SW Washington for investment.		
3-B.1 Coordinate with neighboring SW Washington jurisdictions to promote EV infrastructure development regionally through shared best practices, resources, and funding opportunities.	Partner	*Early action
3-B.2 Collaborate with SW Washington jurisdictions to develop EVSE resource hub to host consistent and transparent information for property owners, EVSE developers, and community members.	Partner	Requires new funding
3-B.3 Coordinate with regional emergency management agencies to assess and plan for evacuation routes to support EVs.	Partner, Advocate	Requires prioritization
3-B.4 Maintain consistent and collaborative engagement with state and national experts to utilize best practices for transportation electrification policies and programs.	Partner	Incorporate into existing processes

CITY OF Vancouver WASHINGTON

2025 Development Activity Summary

Chad Eiken – Director, CDD

Patrick Quinton - Director, EP&H

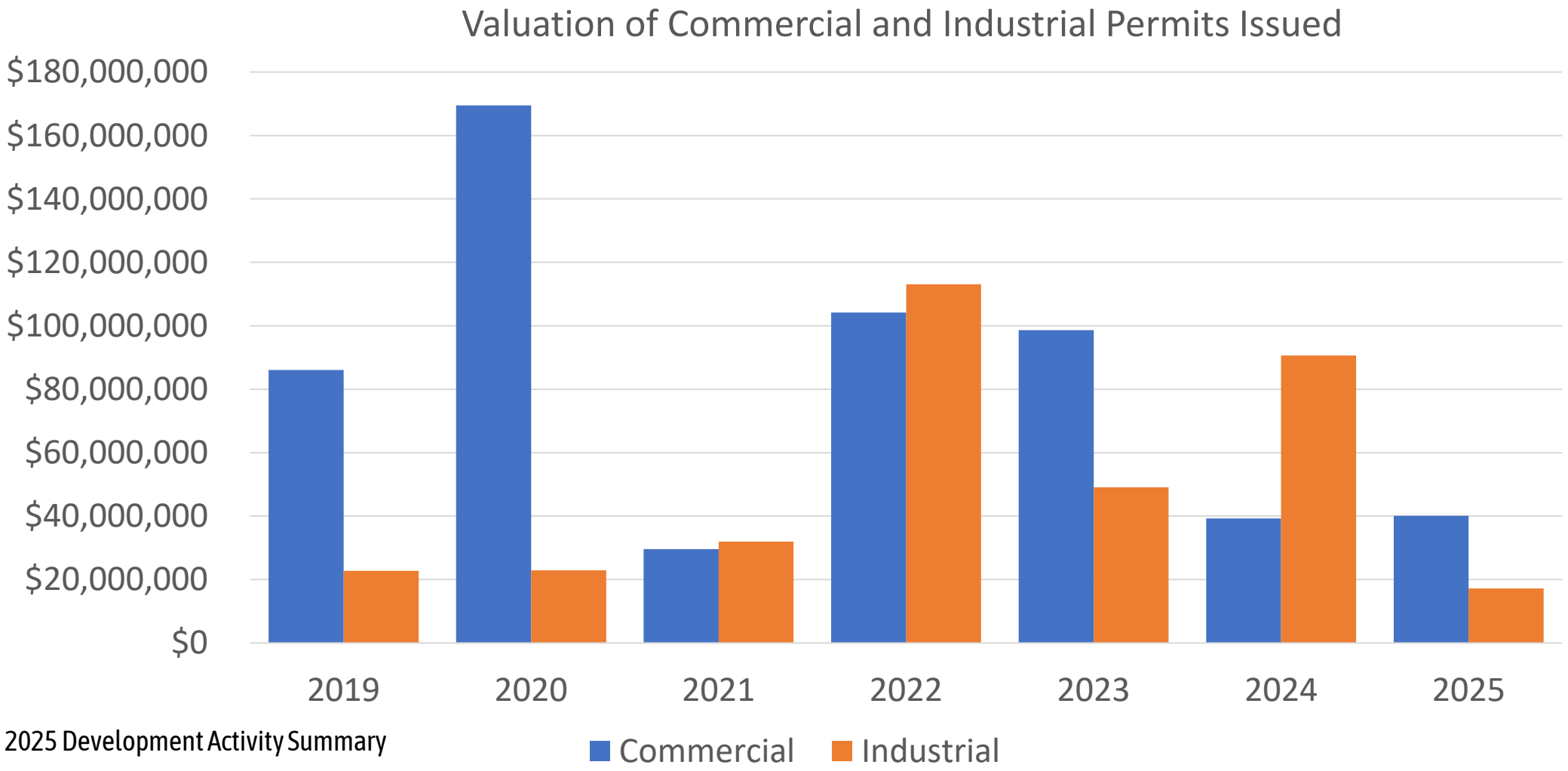
April 6, 2026

Agenda

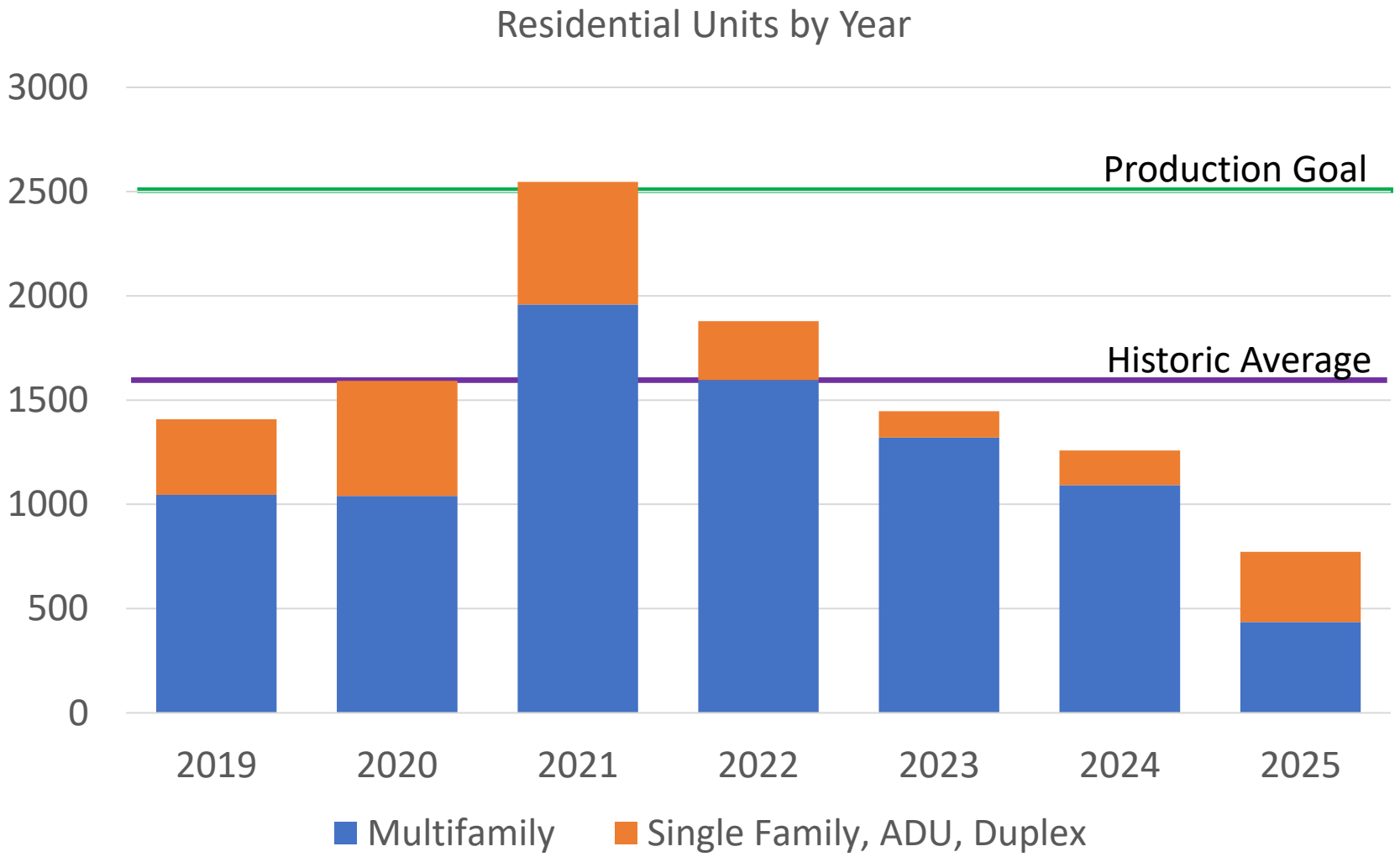
- 2025 Permit Activity
- Current Residential Pipeline
- Affordable Housing Production
- Causes of Residential Slowdown
- Recent Housing Actions
- Policy Priorities
- Discussion

Commercial & Industrial Building Permits

Decline in new warehouse construction and struggling office sector



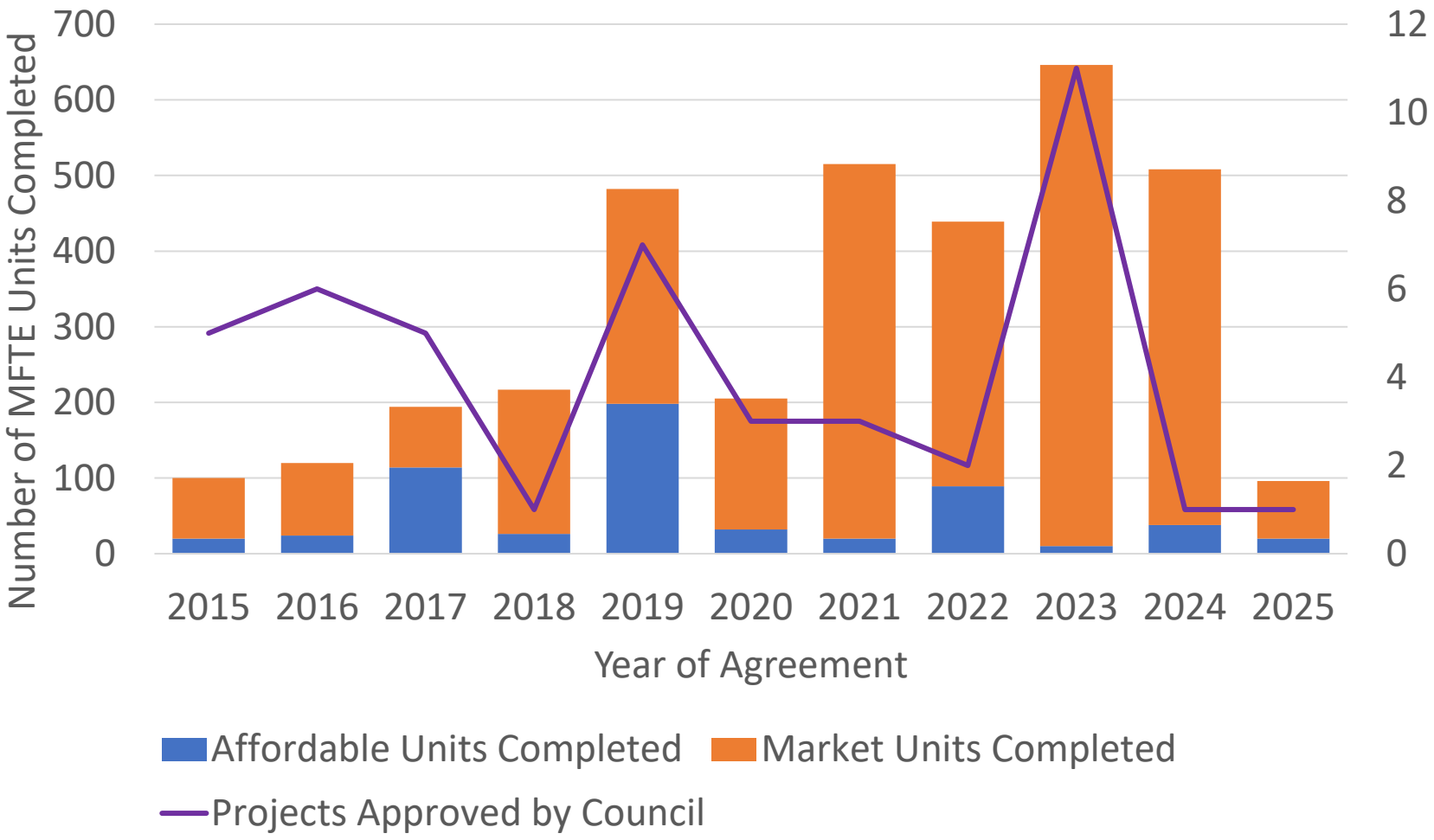
Residential Issued Building Permits



New units permitted in 2025 was 51% below the 6-year historic average

Multifamily Tax Exemption (MFTE) Activity

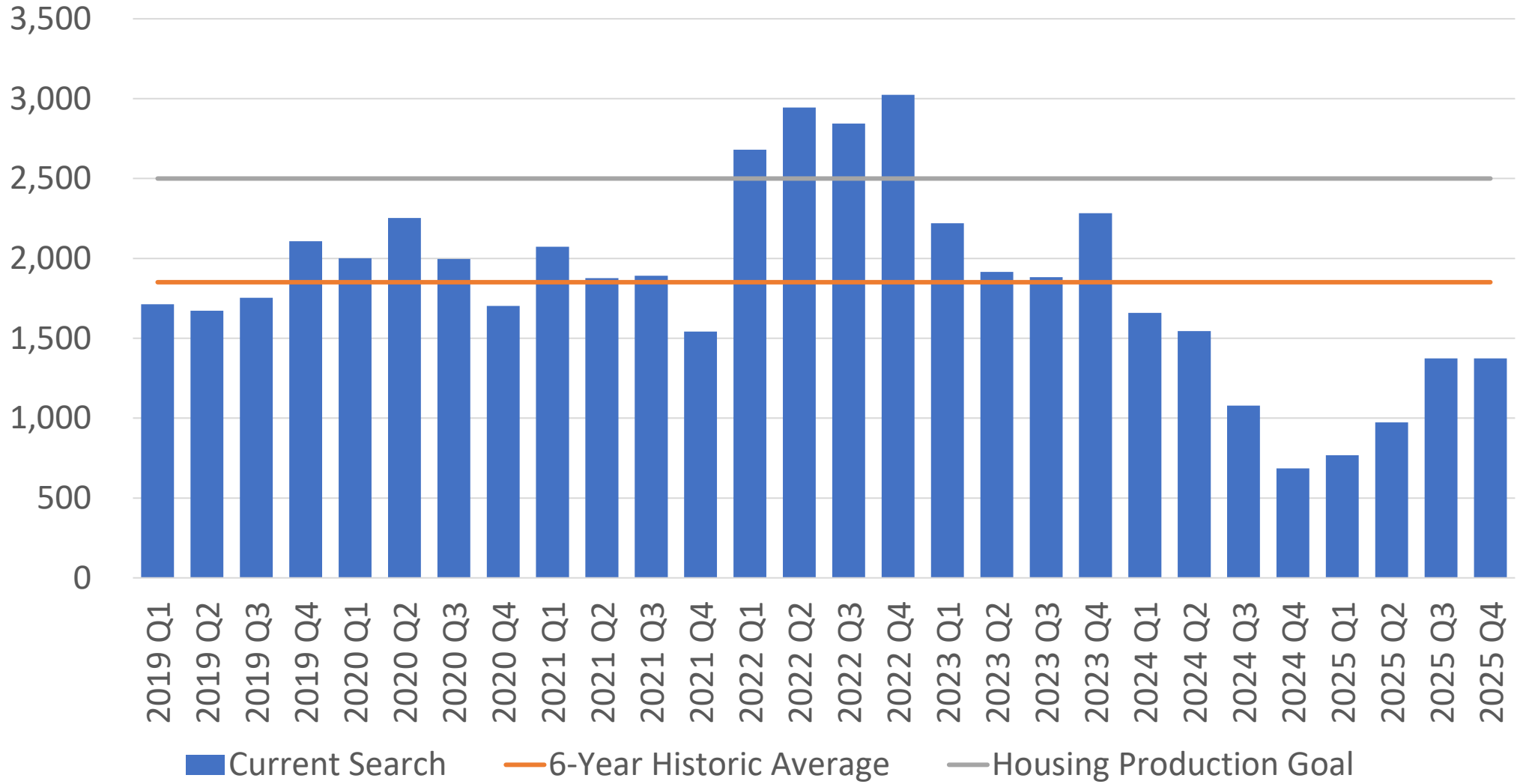
MFTE pipeline has dried up



- 3 projects in construction (591 market, 45 affordable)
- 2 projects being permitted (169 market, 51 affordable)
- 4 failed to get permitted and their MFTE applications are expiring (734 market, 4 affordable)

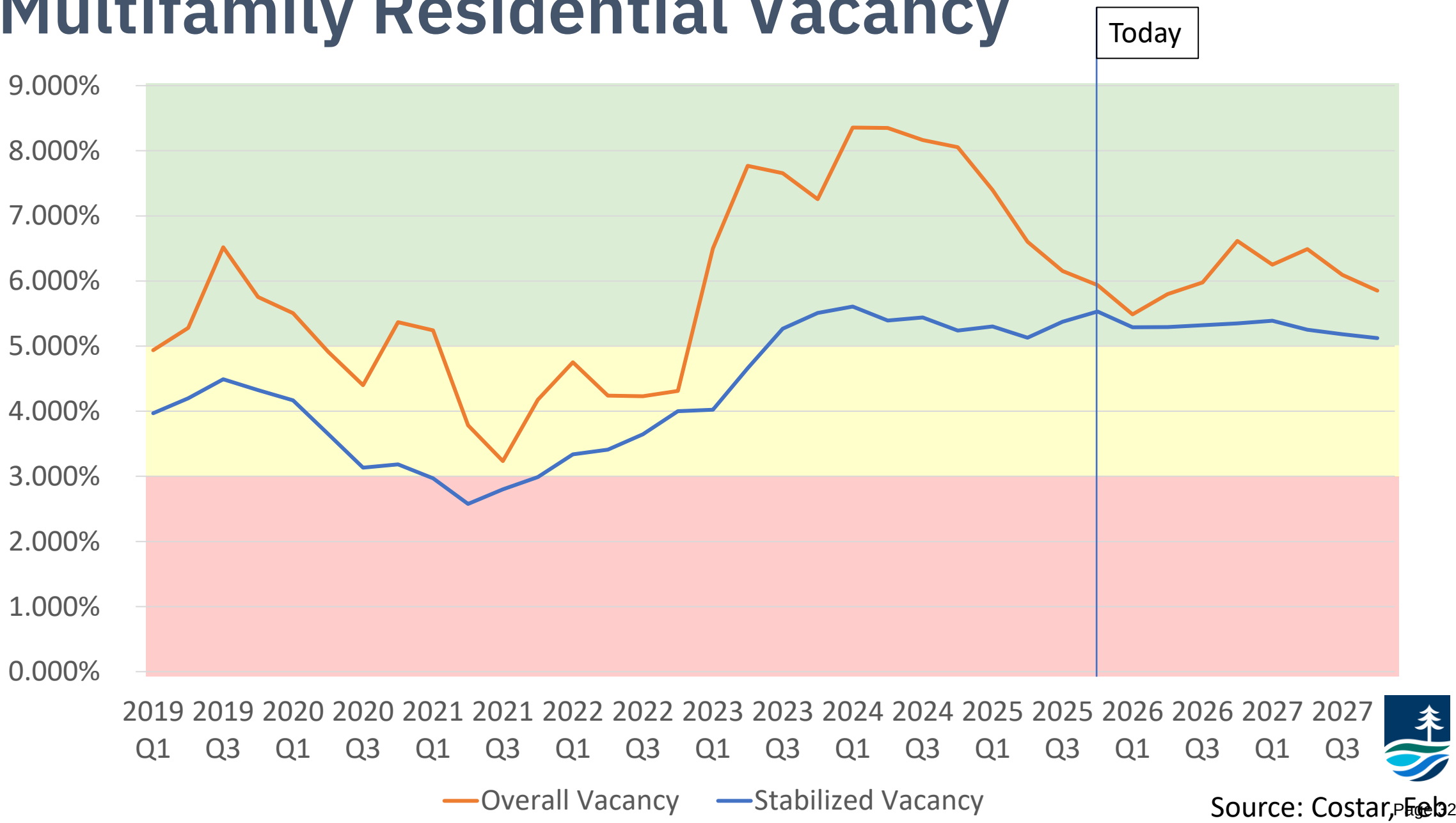
Residential Units Under Construction

At current pace, Vancouver will fall short of housing goal by 36% by 2045



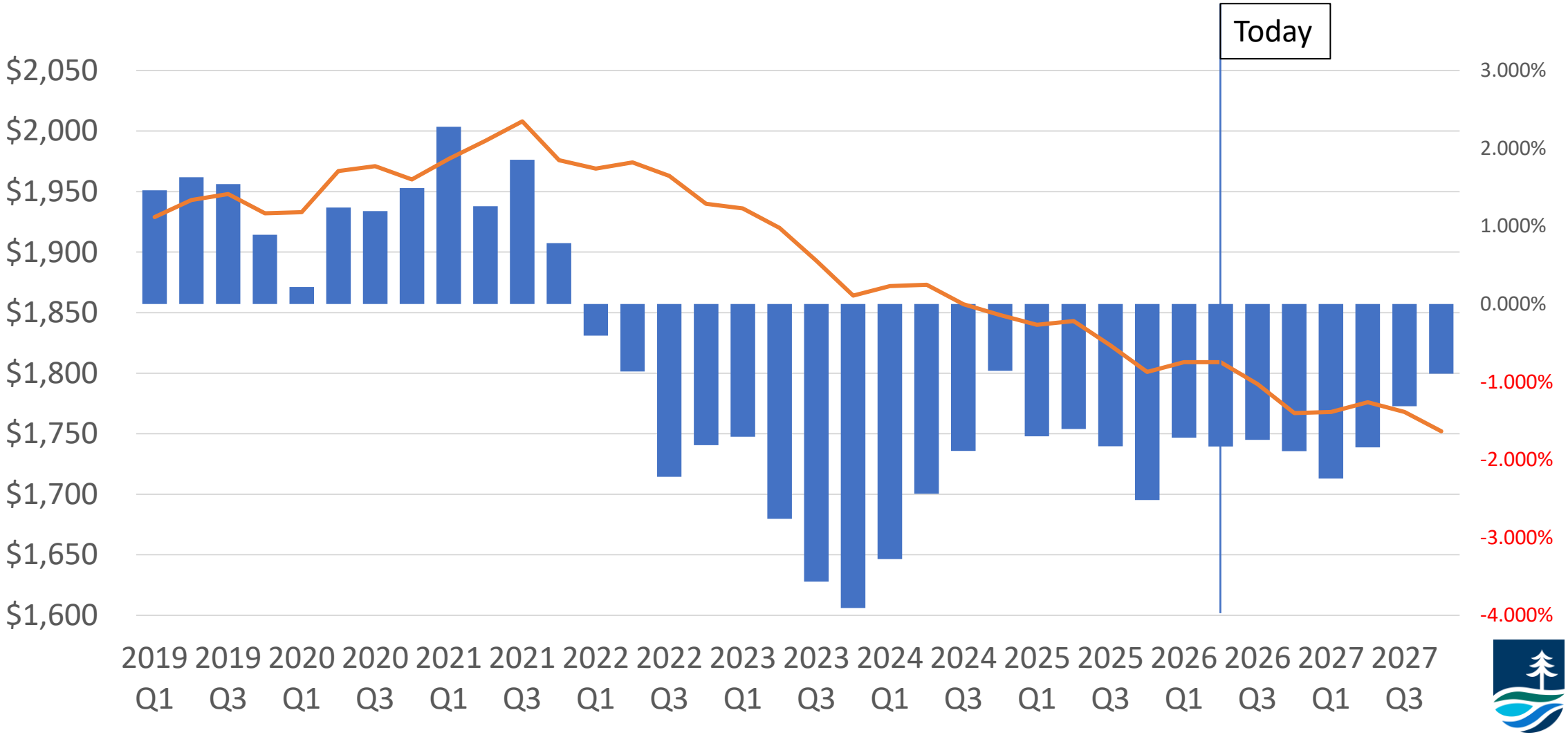
Source: Costar, Feb 2026

Multifamily Residential Vacancy



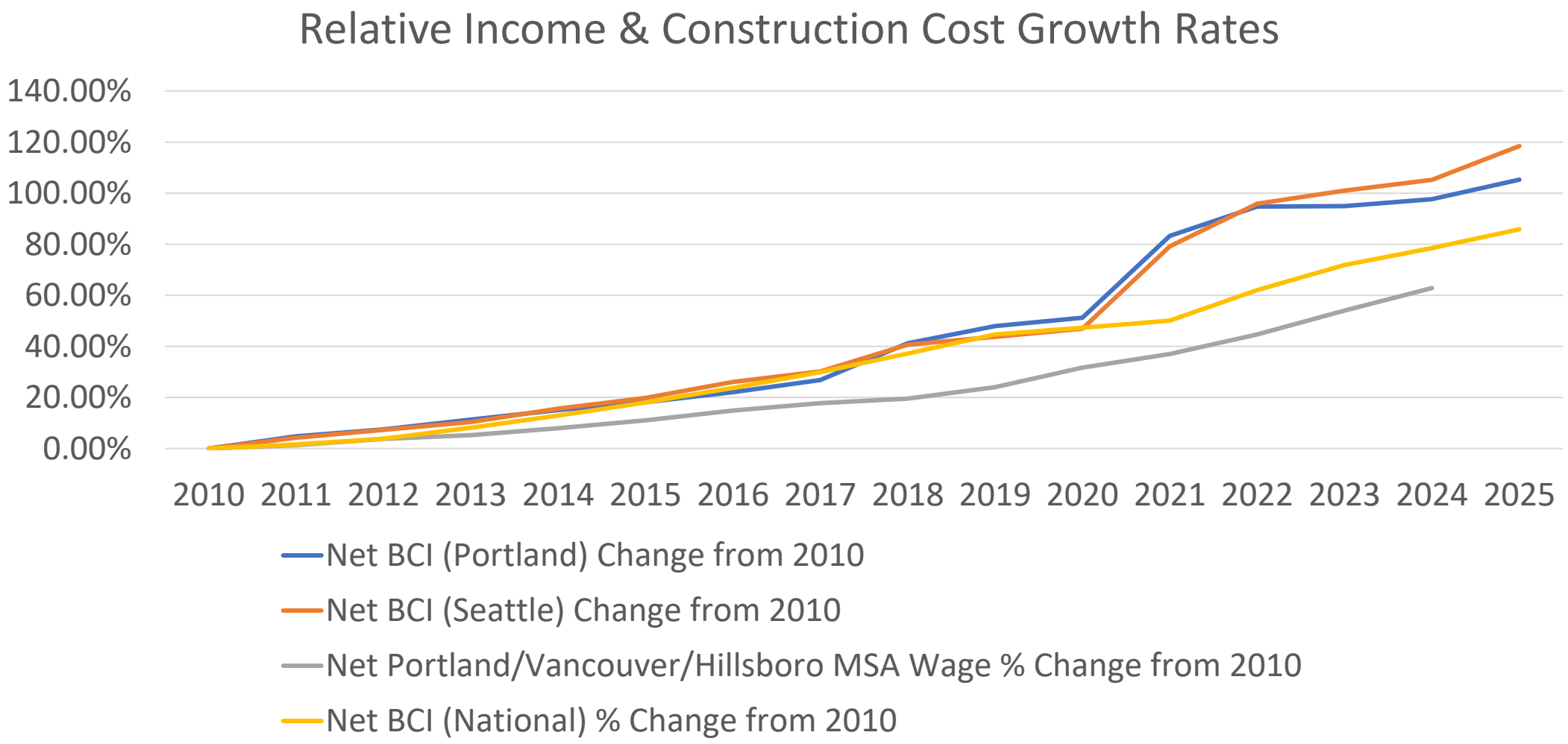
Source: Costar, Feb 2026

Negative Inflation Adjusted Rent Growth



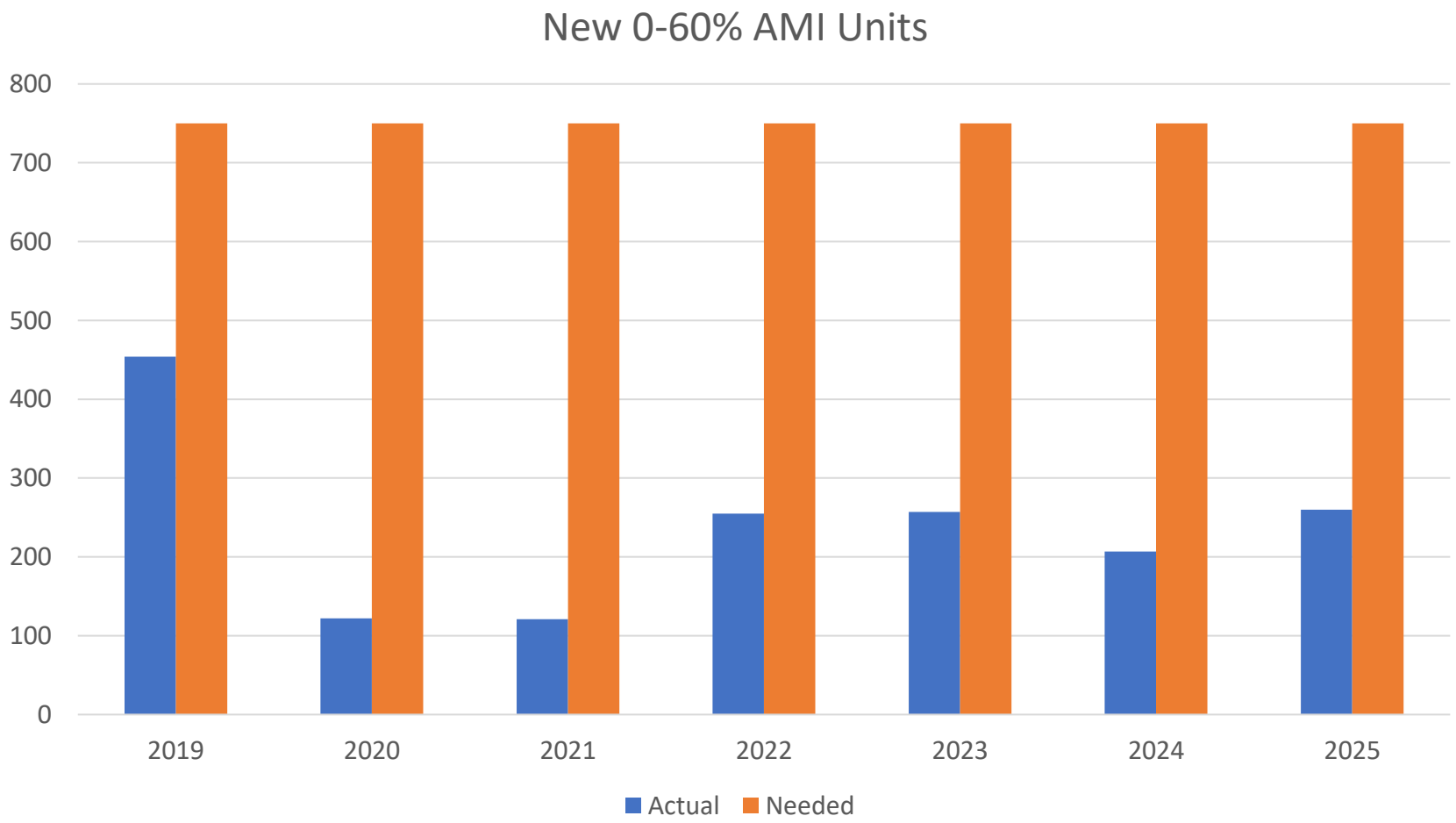
Source: Costar, Feb 2026

Slow Income Growth



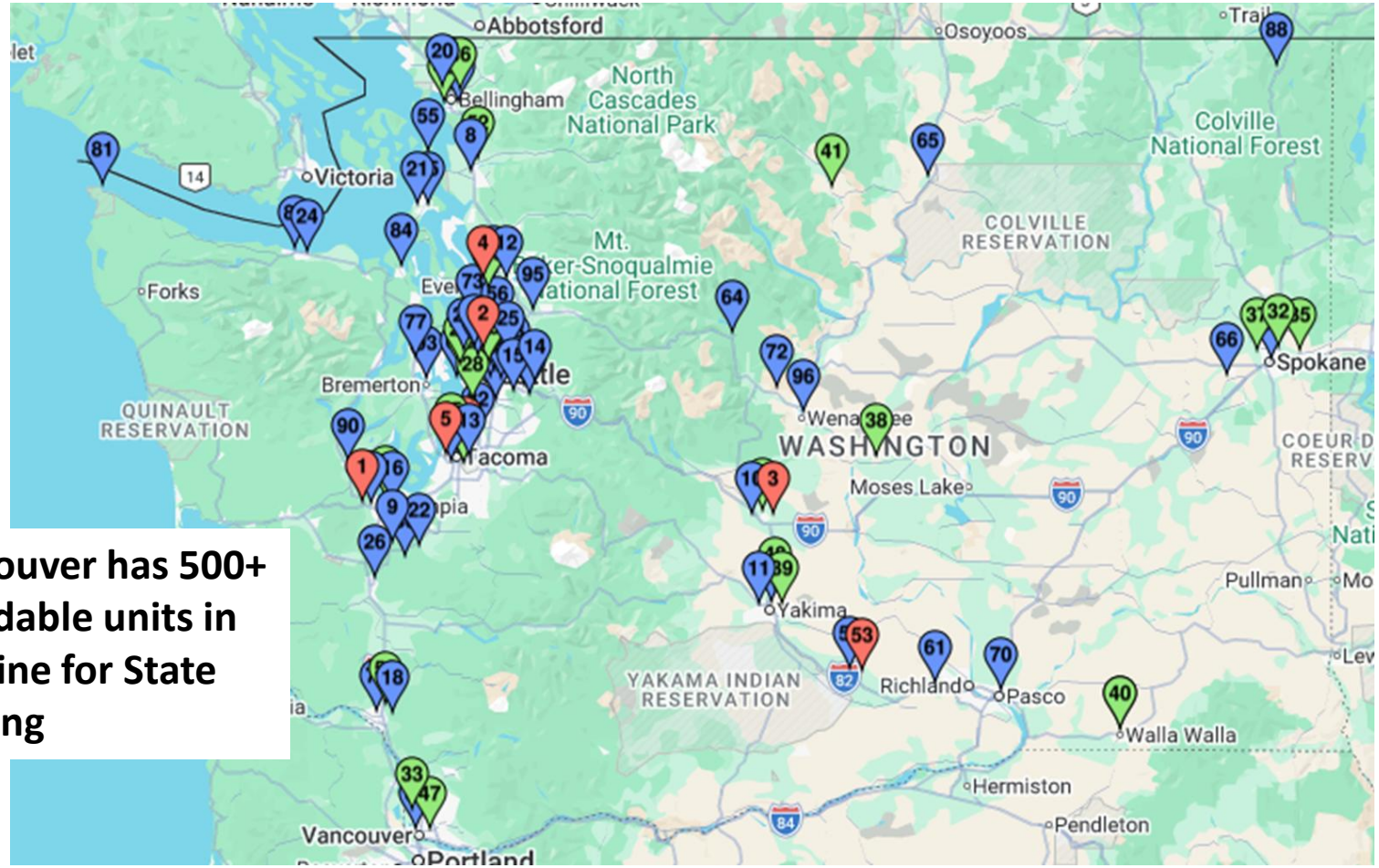
Affordable Housing Production

Average annual shortfall of 536 affordable units



State Housing Fund Awards 2024-25

Clark County does not receive proportional amount of State Funding



Vancouver has 500+ affordable units in pipeline for State funding

Implications

- Housing deficit will grow over the next 4-5 years while market corrects
- New development will continue to be plagued by unpredictable cost variables – commodity prices, tariffs, labor shortages, etc.
- Market dynamics will favor lower density residential for the foreseeable future
- Achieving affordability and density goals will require greater City investment
- Development slowdown will continue downward pressure on City and local government revenues

Recent Housing Actions

- Enhanced MFTE incentives for market rate projects
- Deferred payment of SDCs and Impact Fees
- Reduced Development Review times
- Single Stairwell Code
- SEPA exemption for ≤ 200 units
- Adoption of Comprehensive Plan
  - Impact fee reform (based on unit size)
  - Elimination of single family only zoning
  - Removal of parking minimums
  - Removal of density maximums

Policy Options

- Keep focus on Housing Action fundamentals – lower costs, improve timelines, remove regulations
- Revisit valuation on City land for all affordable projects
- Lower density expectations for city-owned sites
- Increase local investment in affordable housing projects
- Establish predevelopment loan fund for affordable projects

Discussion

Housing Action Plan Status Report March 2026

Status Indicators:

Not Underway In Progress Complete 2026 Priority

Land Use and Code		Status	Detail and Updates
1	Complete Comp Plan		• Establish citywide housing and density goals • Remove barriers to housing density and type • Update zoning to achieve more infill and naturally affordable housing • Housing need assessed & affordability goals established • Land Use possibilities developed and shared for community feedback • EIS completed • New land use and code strategies will be implemented through the Comp Plan update, which is on track for 2026 adoption
2	Update code		
3	Update zoning		
4	Expand affordable housing flexibility		• Provided flexibility on parking minimums and design guidelines requirements to encourage affordable housing development

Policies and Process		Status	Detail and Updates
5	Streamline development review		• Implemented shortened timelines for engineering review • Simultaneous permit/plat review implemented • Further improvements needed to eliminate unnecessary steps and reduce review timelines
6	Allow single stair exits for larger multifamily projects		• Interim code implemented in 2026 in anticipation of upcoming change to state building code.
7	Increase staff capacity		• Add staff and increase expertise to aid quicker review and processing • Form housing-specific review team for responsiveness and consistency

Policies and Process		Status	Detail and Updates
8	Expand SEPA categorical exemptions		• Housing projects with 200 units or less will be classified as Type I as part of Comp Plan; categorically exempt from SEPA • Additional updates to SEPA may be included with Comp Plan updates
9	Reduce environmental review for new development		• Most new development will be exempt after adoption of Comp Plan which lessens the need for Planned Action Ordinances.
10	Update Title 20		• Update as part of Comp Plan to clarify Planning Commission role and narrow review authority
11	Eliminate traffic study requirements for affordable housing		• Potential exemptions to be studied after adoption of Comp Plan
12	Support new ADU construction		• Share WA State approved pre-fabricated plans on COV website • Explore development of pre-approved ADU building plans
13	Reduce impact of Green Building Policy		• Green Building Policy adopted by Council in 1/26 • Economic analysis helped exempt affordable development from most expensive Green Building requirements
14	Adopt Downtown Design Guidelines		• Limits on most expensive requirements • Affordable housing exempted from new guidelines in favor of flexibility for lower cost options
15	Avoid fee and cost Increases		• Delay implementation of new policies and fees that will increase the cost of new development
16	Align development agreements with housing goals		• Incorporate City priorities when negotiating Development Agreements • Establish consistency in required outcomes

Investment and Incentives		Status	Detail and Updates
17	Accelerate AHF funding		• 2024: AHF Levy renewed; new software implemented • 2025: Adopted rolling, forward-commitment funding model to strengthen state funding competitiveness
18	Increase leverage for AHF (minimum goal 10 to 1)		• 2024 awards leveraged 23 to 1 • 2025 awards of $11.15M leveraged approximately $208M in other sources, or 18.6 to 1 return

Investment and Incentives		Status	Detail and Updates
19	Explore other City funding		• Potential resources could include Tax Increment Financing or REET funding • Explore use of City bonding capacity • New resources are being explored through the Heights and other redevelopment projects
20	Establish Fee-in-Lieu Fund		• Established in 2023 • Five MFTE projects have committed Fee-in-Lieu funding and are underway • First payments expected in 2026
21	Pursue local and State Funding		• Only 1 HTF application approved in 2025 • 3 funded CHIP applications in 2025, total $1.4M • City submitted a capital request that provided $1.2M to VHA for energy retrofits
22	Access Federal funding		• Inventory underutilized programs • Pursue CDS (earmarks) if available • Working with potential CHDO partners to access HOME set-aside • City submitted TOD funding application in 2025
23	Complete City property inventory		• Completed inventory and mapping of city-owned properties • Further work to identify strategic city-owned parcels for affordable housing development
24	Acquire strategic parcels for affordable housing		• 2024 ARPA funding helped acquire Village 57, requiring long-term affordability • Additional properties under consideration
25	Identify underutilized land for housing		• Identify available properties owned by public partners such as C-Tran, schools, Clark College • Identify faith partners with housing interest • Downtown Redevelopment Study identified private properties with redevelopment potential • Identify parking lots for Construction Sales Tax Deferral (CSTD)
26	Leverage City facilities needs		• Explore City uses in ground floor spaces to reduce cost of new housing projects • Review facility needs and potential opportunities for co-location
27	Encourage broader use of MFTE		• The MFTE program was updated to increase eligibility and density in 2023 • Changes in 2025 to reduce and delay fees • 2025: 1 new project approved, 2 completed
28	Encourage broader use of fee waivers		• Incentivize affordability by waiving impact fees for new income-restricted housing • Added fee waiver program info to housing pre-apps to notify developers
29	Establish Construction Sales Tax Deferral (CSTD) Program		• Program launched in 2024, first application approved in 2025 • Support state updates for program flexibility

Fees		Status	Detail and Updates
30	Inventory City-imposed fees and costs		• Develop reduced cost schedule for affordability • Part of Comp Plan research and update
31	Reduce impact fees for new housing		• Implement scaling of fees in accordance with RCW changes • Part of Comp Plan update
32	Complete building fee rate study		• Completed in 2024, 100% cost recovery compared to other jurisdictions • No increase planned
33	Lower building fee cap		• Current cap of $7 million is under review
34	Adjust fee schedule for affordable housing		• Further discussion needed to exempt or decrease fees for affordable development/AHF investment
35	Update System Development Charge (SDC) requirements		• Changed payment timing of SDCs to reduce upfront costs of affordable development

Innovation		Status	Detail and Updates
36	Explore sweat equity and co-ops		• Explore community co-op models and partners • No progress in 2025: Need to identify partner interest for co-op model
37	Explore at-cost housing models		• Research models for developing housing built and rented at a price that covers only actual costs, eliminating speculative profits
38	Support innovative building types		• Pilot permitting and inspection processes for innovative building types and off-site production: panelized, container housing or 3D printing • AHF funded container project in 2025: Need actual project to advance this objective
39	Redevelop commercial buildings		• Facilitate redevelopment or adaptive reuse of commercial buildings into to add housing and retaining businesses • No progress in 2025: Need partner interest and internal champion
40	Explore alternative debt financing		• Research opportunities to access debt funding products for affordable and workforce housing
41	Establish revolving loan fund		• Research opportunities to create a revolving loan fund to assist with multifamily pre-development

Innovation		Status	Detail and Updates
42	Identify financing for small development projects		• Developers of small projects and middle housing need access to additional funding options • Researched funding, partners and other jurisdictions in 2025
43	Establish Land Bank		• Explore establishing a land bank for housing as vehicle for property acquisition • No progress in 2025: Fee in Lieu Fund may be used for land acquisition

Housing Preservation		Status	Detail and Updates
44	Preserve multifamily housing		• Support acquisition and maintenance of existing properties with naturally affordable units or expiring affordability requirements • Smith Tower awarded additional $1M AHF funding to preserve 170 units
45	Establish Rental Registration Program		• Stakeholders advised program development and Council approved VMC in 2025 • Registration program to monitor and preserve existing rental housing implemented in 2026
46	Fund homeowner rehabilitation		• Increase funding to assist homeowners maintain housing • Utilized $1.4M state HEAR funds for energy retrofits • ARPA funding for Fourth Plain mobile home rehab
47	Preserve mobile home parks		• Work underway for mobile home park zoning overlay to preserve existing parks • Support mobile home park residents to acquire park ownership if listed for sale

Programmatic Support for Housing		Status	Detail and Updates
48	Expand homeownership programs		• Support land trust partners for long-term affordability • Awarded $500K in AHF funding to support development of 32 new cottages for homebuyers • Support credit counseling, financial literacy and homebuyer education
49	Establish IDA Program		• Explore matched savings program to help households with low to moderate income save for homeownership
50	Promote shared housing		• Support roommate matching and other program models to increase current housing capacity

Programmatic Support for Housing		Status	Detail and Updates
51	Support construction trades		• Promote construction and development career paths in community • Partnered with NWNC to train contractors on home energy improvements
52	Build local development capacity		• Provide technical assistance and capacity building for local housing nonprofits • Connected local nonprofit as new development partner for LIHTC project in the Heights • Developed one new CHDO in 2025, ready to apply for HOME funding in 2026

Advocacy & Partnerships		Status	Detail and Updates
53	Advocate for State policy changes		• Develop annual agenda for state funding and policy in support of affordable housing • Ongoing work with CMO and city lobbyist
54	Support condo reform		• Develop advocacy agenda for condo legislation reform and increase condo development • Included in City legislative priorities
55	Change SDC cost recovery statute		• Pursue legislative change to SDC financial cost recovery statute to allow discounts or waivers for affordable housing • Legislation moving forward in 2025 session
56	Review building codes		• Advocate for changes to building code at the state level if limitations are identified • Under review by building department
57	Strengthen partnership with WSHFC & Commerce		• Build better understanding and closer partnership with state housing officials for LIHTC and Housing Trust Fund (HTF) • One of six SW WA projects funded by HTF in 2025
58	Seek corporate support		• Identify businesses, banks, credit unions and philanthropies for housing partnerships
59	Promote employee housing initiatives		• Partner with large employers to support housing for staff, e.g., co-finance workforce housing, downpayment assistance
60	Reduce financing costs		• Companies partner with lenders to offer employees below-market interest rates or subsidize interest costs or loan fees • Will research CDFI programs, potential Amazon or MS funding

Data Tracking and Reporting		Status	Details and Updates
61	Publish annual report		• Annual report on housing outcomes, including HUD, AHF, MFTE, FIL, Fee waivers • Previous reports delivered in 2024 and 2025
62	Provide regular housing action updates		• Part of annual report; ongoing updates provided as needed • Internal monthly meetings to track actions
63	Create online housing dashboard		• Report on new housing by neighborhood and affordability restrictions, expanding AHF dashboard • Development underway in coordination with EPH and CDD
64	Track housing demand and project economics		• Identify minimum viable rent for market units and track over time • Started research to analyze construction costs, rent levels & financial feasibility • Identify number of household income thresholds relative to availability of income restricted units and track over time • Need to update metrics to align with Comp Plan

CITY OF Vancouver WASHINGTON

2025 Housing Report

Economic Prosperity and Housing

March 2026

Lincoln Place II

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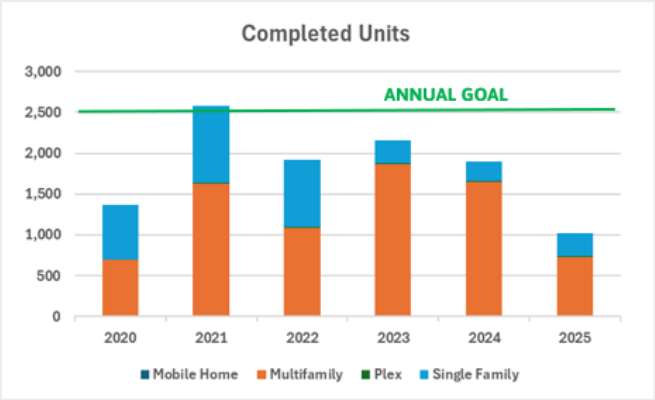
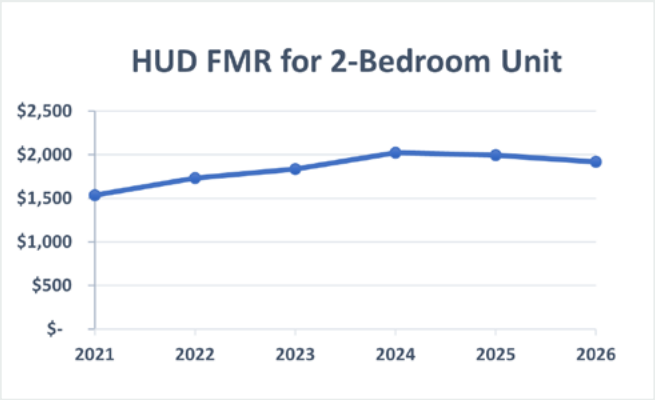
Housing Action Plan status ..... Appendix A

Housing market summary

The City of Vancouver first developed its Housing Action Plan in 2023. Since then, significant progress has been made through coordinated, citywide efforts. The Plan now includes 70 actions focused on increasing housing supply in Vancouver. This annual report highlights implementation progress and early impacts on housing supply, with detailed strategy status provided in an addendum.





Housing development slowed

The City continued to fall short of annual housing goals. Fewer than half of the targeted housing units were completed in 2025. This outcome reflects both macro-economic and policy factors largely outside of local control. Elevated construction costs, impacts of tariffs, and sustained high interest rates significantly constrained both affordable and market-rate housing production while stagnating rent growth primarily impacted market-rate housing production. These pressures delayed planned developments and limited the ability of developers to secure financing.

State funding setbacks

Despite a strong pipeline of shovel ready projects, no Vancouver projects received Housing Trust Fund awards in 2025. While the application process for State funding is highly competitive, the lack of State funding despite significant population growth and documented need in Southwest Washington underscores the obstacles the region faces in addressing the ongoing affordable housing deficit. As a result, the City faces a bottleneck of viable projects that must wait or secure other resources before starting construction.

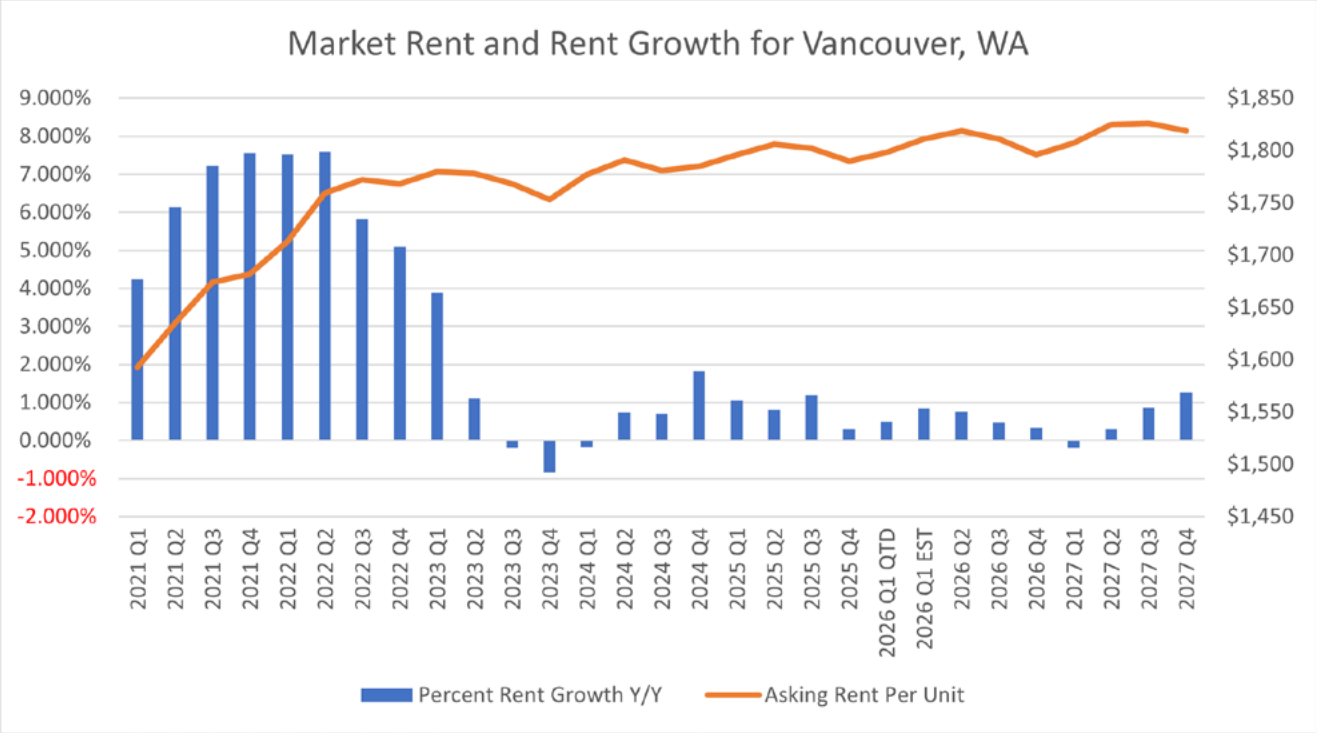
Fair Market Rents declined

Decreasing Fair Market Rents (FMR) improves affordability for renters and supports the City's housing stability goals. FMR trends also influence how lenders and investors assess long-term rent growth and project risk. Following years of sustained rent increases, a decline in FMR can create uncertainty in underwriting assumptions, leading to more conservative financing terms and slower multifamily development.

The City remains committed to advancing housing production and affordability and will continue to pursue state and federal funding, policy alignment and partnership strategies to unlock stalled projects and restore momentum to the development pipeline.

Housing production is likely to remain slow

Rent growth is expected to remain flat through 2026 and 2027. This trend is positive for renters, as it helps limit further increases in housing costs and supports affordability. However, flat rents also reduce the financial incentive for private developers to build new rental housing. In Vancouver, rents are forecast to grow at a rate well below inflation, meaning rental income is not keeping pace with rising construction and operating costs.



Diverging vacancy trends

Within the city, rental vacancy rates continue to decline, reflecting sustained demand for housing. At the same time, vacancies across the broader region have increased, creating an overall surplus of available units outside the city. This regional dynamic has contributed to rent growth remaining flat, even as local demand remains strong.

While stable rents may offer short-term relief for some renters, the prolonged flattening of rents is also associated with a continued slowdown in housing development following the decline observed in 2025. As fewer new rental projects move forward, the underlying gap between housing supply and demand is likely to persist—and may worsen over time.

These current conditions limit the City's ability to meet housing production goals and effectively address the ongoing housing shortage and affordability crisis. Achieving these goals will likely require a major shift in regional market conditions or a significant increase in public investment, including an expanded role for publicly led and non-market rate housing development to help offset reduced private-sector activity.

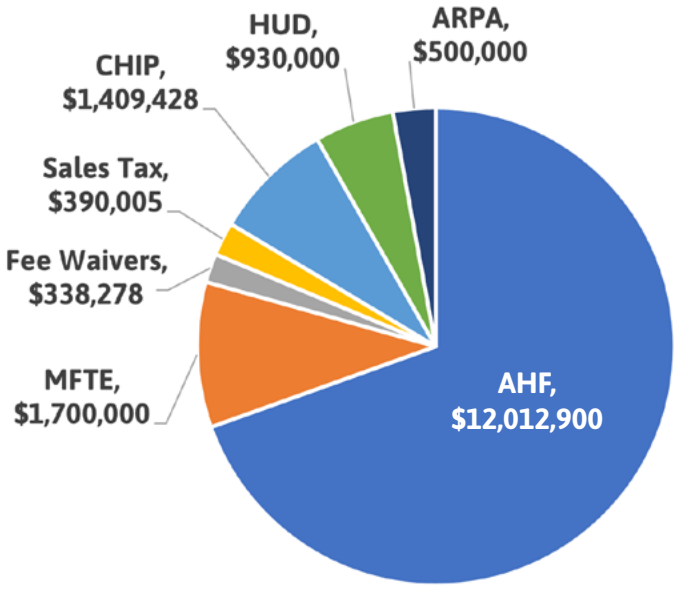
Overview of City housing assistance

In 2025, the City of Vancouver directed funding from an array of housing programs to expand housing opportunities and help stabilize the community. Awards supported projects proposing development of new affordable units or preservation of existing affordable units. These projects will begin construction within two years, and some receive funding from multiple programs. Direct rental assistance helped households avoid eviction or access rental housing after experiencing homelessness, while other programs provided support for homeowners and first-time homebuyers.

Number of units awarded

- **ARPA:** 14
- **HUD:** 42
- **CHIP:** 76
- **Sales Tax Deferral:** 95
- **Fee Waivers:** 95
- **Rent Assistance:** 214
- **MFTE:** 222
- **AHF:** 291

Amount of assistance awarded



Funding acronyms

ARPA: American Rescue Plan Act, funding for Fourth Plain area

HUD: Federal HOME Investment Partnerships Program funding allocated to the City annually

CHIP: Connecting Housing to Infrastructure Program competitive state funding

Fee Waivers: up to 80% waived for traffic and park fees for affordable housing

MFTE: Multifamily Tax Exemption program, exempts property tax

AHF: Affordable Housing Fund, local, voter-approved tax levy

Policy actions

In response to slowing housing production, the City is advancing a range of new housing initiatives. These actions represent sustained effort to support affordability, stabilize renters, and position the community for future housing production.

The City made substantial progress in updating its **Comprehensive Plan**. The updated Land Use Map for Vancouver was finalized in 2025, with adoption of the final Comprehensive Plan and Zoning Code incorporating community input, local priorities, and state requirements expected in mid-2026.

The City's Engineering Permit team modified its system processes resulting in **shorter subsequent review timelines**. In addition, an early permit submittal process was implemented, allowing single-family builders to receive approvals prior to final subdivision plat approval.

The City continued efforts to reduce development costs for new housing by d**eferring impact fees and system development charges** until late in construction, and by offering Multifamily Tax Exemption (MFTE) incentives, including waived application fees and deferred fee in lieu payments for qualifying projects.

Vancouver **eliminated parking minimums** for new affordable housing developments where at least 50 percent of units serve households at or below area median income, reducing project costs and increasing the number of homes that can be built. While some community concerns were raised about potential parking impacts, the City will monitor outcomes and expects developers to continue providing parking where market demand exists.

The Pacific Apartments

Row of attached homes

Bridge Shelter rendering

Local and state funding

In 2025, the City used **Affordable Housing Fund** resources to support a range of housing projects and programs, from early-stage development to completed housing. Early AHF investments were made to help housing projects apply for state funding, as many state programs require a local funding commitment before an application can move forward. In the Heights redevelopment area, three projects received advanced commitments of 2027 AHF funding to support long-term planning and future construction.

Prior AHF investments reached important milestones, including the grand opening of VHA's **Lincoln Place 2**, a 40-unit permanent supportive housing development for tenants exiting homelessness with significant wrap-around service needs.

AHF funding also provided rental assistance, homeownership support, and emergency shelter funding, including money for the City's new **Bridge Shelter**, with up to 120 beds that will open at the end of 2026.

The **Connecting Housing to Infrastructure Program (CHIP)** program, administered by the Washington State Department of Commerce, funds system development charges and the cost of water, storm, and sewer utility improvements associated with affordable housing projects. The City partners with local affordable housing developers to apply for CHIP grant funds. Each application is specific to an individual affordable housing project.

In 2025, the City received three CHIP awards for new projects, totaling $1.4M and supporting 76 affordable units. These awards include funding for 32 new homeownership units that will be constructed by Evergreen Habitat for Humanity on 132nd Avenue, Habitat's largest project to date.

Federal funding

Federal funding continues to play an important role in supporting housing and community development in Vancouver. Through U.S. Department of Housing and Urban Development (HUD) programs, including **Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME)** funds and HOME-ARP for homeless services through the American Rescue Plan, the City supports affordable housing, homeownership, and a range of housing services for City residents with low to moderate income. These funds are used to address housing needs, including new housing development, homeowner rehabilitation, first-time homebuyer programs, rapid rehousing rental assistance, street outreach and landlord-tenant mediation.

The City awards HUD funding each year through a competitive process for nonprofit organizations with programs that align with HUD requirements and the City's Consolidated Plan goals. Total funding of $3,018,142 was awarded in May 2025 and will support the outcomes highlighted below.

2,941 people will receive services to assist with homelessness, landlord mediation services and youth programs

120 low-moderate income Microenterprise Business owners will receive technical assistance

240 experiencing homelessness will be assisted with outreach and housing services in partnership with Safe Stays/Parks

52 households experiencing homelessness will access housing and rental assistance and case management

5 community based organizations will be supported to grow service capacity

18 low-moderate income homeowners will receive housing rehabilitation

In addition, the City is using A**merican Rescue Plan Act (ARPA)** funding to advance Fourth Plain Forward initiatives, including investments to help stabilize housing and support longtime residents of the area. 2025 ARPA funding of $500,000 will help 8 first-time homebuyers, and repair 6 mobile homes in the Fourth Plain area, helping improve housing conditions and prevent displacement. Together, HUD and ARPA funding allow the City to address immediate housing needs as well as longer-term neighborhood investment goals.

Mural by Michael J Feliz

Tax exemptions

Multifamily Tax Exemption (MFTE)

Demand for new MFTE projects declined in 2025, reflecting broader conditions in the housing market. One project was approved by City Council: the Ellison Ridge Apartments, located on SE 192nd Avenue. The development will include 222 units across four two-story and five three-story wood-framed apartment buildings. Planned amenities include a clubhouse with a pool, trash enclosures, a mail shelter, a maintenance building, and carports.

Project details

- **222 total units**
- **45 income-base units**
- **1-bed, 2-bed, 3-bed units**
- **419 parking spaces**
- **2–3 story buildings**
- **Community building**

Waterfront Gateway construction

The City also adopted a new **Construction Sales Tax Deferral (CSTD)** program as part of a state-authorized pilot to support affordable housing development on underutilized land. This program allows a property owner to defer sales and use taxes for construction of affordable housing. If the project maintains the affordability requirements for 10 years, the taxes are forgiven. The program allows both rental and homeownership if at least 50% of the new units are affordable. Rental units must be affordable to households up to 80% of the area median income (AMI) and homeownership units may be sold to households up to 115% AMI. To date, the City has approved one CSTD project, a 95-unit affordable housing building currently under construction on a parking lot next to City Hall.

Before home rehabilitation

After home rehabilitation

Housing preservation

Each year, the City sets aside federal funding to operate the **Homeowner Rehabilitation Program** that helps homeowners make critical repairs. Eligible homeowners must earn less than 80% of area median income and have limited assets or access to private financing. The program serves approximately 10 homeowners annually, and demand continues to exceed available funding, resulting in a lengthy waitlist. Assistance is limited to health and safety repairs and is provided as a low-interest loan, with repayment deferred until the property is sold or refinanced.

In 2025, the City received funding from the State's **Home Electricity and Appliance Rebate (HEAR)** program to expand rehabilitation efforts by providing high-efficiency electric equipment and appliances for income-qualified homeowners. These upgrades help homeowners lower their energy bills while making their homes safer and more comfortable to live in. This program also supports the City's climate goals by lowering emissions from residential buildings.

The City partnered with the Northwest Native Chamber to administer $1.4 million and achieved the following outcomes:

- **43** heat pumps
- **23** water heaters
- **16** induction stovetops
- **14** dryers
- **7** electric panels
- **24** gas appliances replaced

FUNDED BY WASHINGTON'S CLIMATE COMMITMENT ACT

City Council authorized a new **rental registration and habitability program** to help preserve existing housing stock and improve long-term housing stability. Program planning and code development were completed in 2025, and the registration program was successfully launched in January 2026.

The program will create an inventory of rental units, increase communication with property owners, and support proactive maintenance to address health and safety issues before they result in housing loss. By improving data on its rental housing stock, the City will better target resources, monitor housing condition over time, and support policies that help maintain existing homes as safe, healthy and livable for the community.

Data tracking

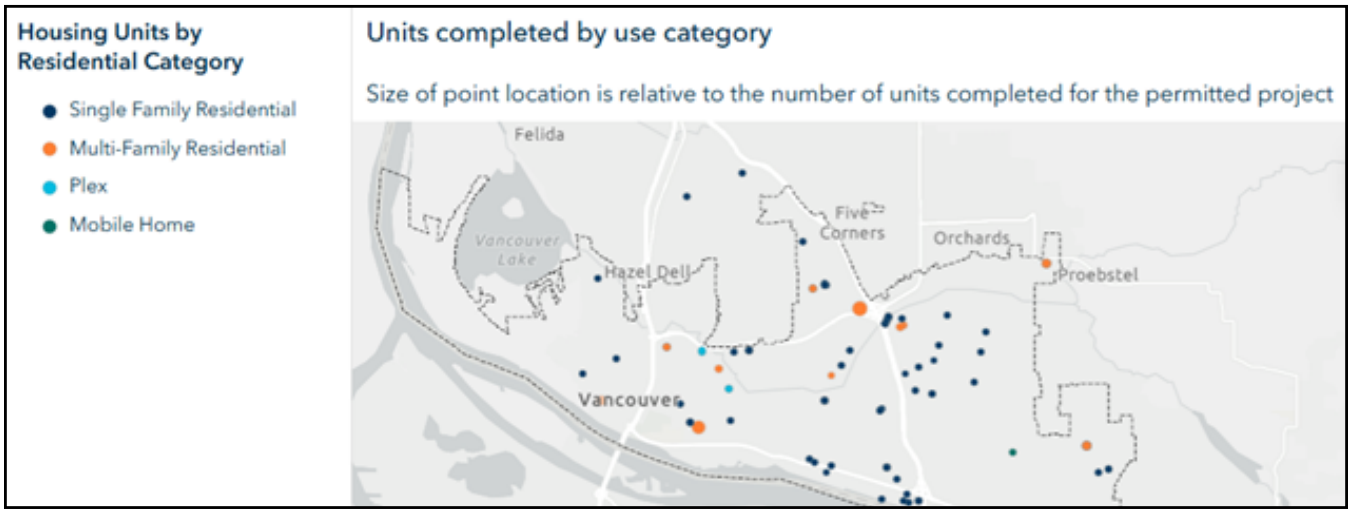
In 2025, the City launched an online **Housing Units Development Dashboard** to provide real-time updates on progress under the Housing Action Plan. This interactive online tool displays multiple data visualizations together on one screen, including maps and housing unit activity that can be filtered by:

- Date range
- Housing type (mobile homes, multifamily, single-family, etc.)
- Permit stage

The dashboard allows City staff and the public to see where development is happening, how many units of each type have been completed, and how that activity is distributed geographically.

This dashboard promotes the following objectives:

- **Transparency and accountability:** Makes housing data publicly accessible and easy to understand, helping residents and stakeholders see real-time trends in housing development.
- **Informed decision-making:** Provides data to monitor progress on housing goals, understand gaps in housing supply, and allocate resources where they are needed most.
- **Community engagement:** Allows users to explore data relevant to their neighborhoods, building trust and supporting community involvement in housing planning.
- **Citywide policy support:** Complements broader planning efforts, especially Comprehensive Plan, and provides the data foundation needed to target incentives and track outcomes over time.



Visit the [Housing Units Development Dashboard]

City Hall | 415 W. 6th St. | Vancouver, WA 98660 | cityofvancouver.us

CITY OF Vancouver WASHINGTON

City Council Meeting Minutes

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

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

February 17, 2026

Call to Order and Roll Call

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

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

Absent: *Councilmember Hansen*

Executive Session Re: Potential Litigation (RCW 42.30.110(1)(i)) (6:30 - 7:15 PM)

Mayor McEnerny-Ogle announced the Council would be entering into executive session from 6:30-7:34 p.m. to discuss Potential Litigation.

Adjournment

7:34 p.m.

_____
Anne McEnerny-Ogle, Mayor

Attest:

_____
Lisa Brandl, 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.

February 23, 2026

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

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

The City Council Meeting was held on 2/23/2026 at 4:30 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-02-23-26-2026021210/

Comprehensive Plan Update
(Approximately 1 hour)

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

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

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

Staff led Council through a discussion of the Boards and Commissions Spring Recruitment.

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

Mayor McEnerny-Ogle announced the Council would be entering into closed session from 6:00-6:30 p.m. to discuss Collective Bargaining.

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 CVTV cable channels 23 or HD 323, or on the City's Facebook page, www.facebook.com/VancouverUS. Public access and testimony on Consent Agenda items and under the Community Forum were also facilitated in person and via the GoToMeeting conference call.

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit: https://www.cvtv.org/video/vancouver-city-council-02-23-26-2026021211/

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

Pledge of Allegiance

Call to Order and Roll Call

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

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

Absent: *None*

Approval of Minutes

Minutes - February 2, 2026

Motion by Councilmember Hansen, seconded by Councilmember Perez, and Yes: 7, No: 0, Abstaining: 0, to approve the Minutes of February 2, 2026.

Proclamations

Black History Month

Mayor McEnerny-Ogle read and presented a proclamation to Ajai Brown, Chair of the Health and Wellness Committee, and Simone Thomas, Assistant Secretary with NAACP and Senior Program Manager for iUrban Teen, proclaiming February 2026, as 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.

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

- *Susan Snyder, Vancouver*
- *Bruce Barnes, Vancouver*
- *Natasha Ramras, Vancouver*
- *David Gardiner, Vancouver*
- *Dan Lloyd, Vancouver*

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

Consent Agenda

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

Council pulled items 8, 10, and 11 for discussion.

Motion by Councilmember Paulsen, seconded by Councilmember Fox, and Yes: 7, No: 0, Abstaining: 0, to approve Items 1-7, 9 and 12 on the Consent Agenda.

Motion by Councilmember Hansen, seconded by Councilmember Harless, and Yes: 7, No: 0, Abstaining: 0, to approve Item 8 on the Consent Agenda.

Motion by Councilmember Perez, seconded by Councilmember Stober, and Yes: 7, No: 0, Abstaining: 0, to approve Item 10 on the Consent Agenda.

Motion by Councilmember Fox, seconded by Councilmember Paulsen, and Yes: 6, No: 0, Abstaining: 1, to approve Item 11 on the Consent Agenda. Councilmember Hansen abstained from the vote.

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

Motion approved the request.

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

Motion approved the request.

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

Motion approved the request.

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

Motion approved the request.

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

Motion approved the request.

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.

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

Motion approved the request.

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

Motion approved the request.

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

Motion adopted Resolution M-4371 to approve the request.

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

Motion adopted Resolution M-4372 to approve the request.

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

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

Motion approved the request.

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

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

Motion approved the request.

12. Approval of the Claim Vouchers

Request: Approve claim vouchers for February 23, 2026.

Motion approved claim vouchers in the amount of $25,596,502.23.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Homeless Situation Report

Jamie Spinelli, Homeless Response Manager, discussed the 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.

Mayor McEnerny-Ogle opened the Community Forum and received testimony from the following community members regarding any matter:

- Gregory Gilbertson, Vancouver
- Travis Hudson, Vancouver
- Bruce Barnes, Vancouver

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

Adjournment

8:33 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

_____

Lisa Brandl, 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.

Dear Ms. Kennedy, Mayor McEnerny-Ogle, Honorable Members of the City Council, City Manager, Planning Commissioners, City Attorney, and Fire Marshal,

RE: **For Urgent Consideration** - Formal Objection to Land Use Designation
Property: [redacted], Vancouver, WA 98661 (Parcel 037911313)
Proposed Designation: Middle Housing / Urban Residential
Requested Designation: Low Scale Residential / Environmental Overlay

I am writing to formally object to the density designation assigned to my property and sections of the Southcliff neighborhood interior in the Preferred Alternative Zoning Plan released in December 2025. While I support the City's housing goals, applying a medium-scale zoning designation to this canyon-rim parcel violates environmental and public safety standards, as well as ignores the City's prior legislative commitments.

1. Conflict with Critical Areas Ordinance (VMC 20.740) and Geologic Hazards. My property sits on the rim of Blandford Canyon, an area documented for steep slopes and severe erosion, which is regulated as a Geologic Hazard Area under VMC 20.740.130.

- **The Setback and Buffer Conflict.** The City's recent December 2024 update to the Critical Areas Ordinance imposes stricter performance standards to mitigate risks and ensure safety, including mandatory buffer widths from hazard areas and strict prohibitions on clearing and grading. The Draft EIS explicitly notes that these expanded buffers decrease the amount of land available for development.
- **Engineering Infeasibility of "Medium-Scale" Zoning.** The Preferred Alternative Zoning Plan assigns my lot to the "Medium-Scale Neighborhood" designation. This zoning mandates a minimum density of 16 units per acre and allows massive 2-to-5 story buildings up to 75 feet tall, with no maximum density limit. When accounting for the mandatory environmental buffers required to protect the canyon rim, the remaining buildable envelope cannot safely or legally accommodate the footprint of a Medium-Scale apartment complex.
- **Breach of Internal Consistency.** The Draft EIS acknowledges that "development would be constrained on parcels of land designated as critical areas". Deliberately zoning a highly constrained, geologically hazardous canyon-rim lot for Medium-Scale density creates an unbuildable conflict between the proposed Land Use Map and the safety mandates of the Critical Areas Ordinance. This violates the Growth Management Act's (GMA) foundational requirement that a comprehensive plan be internally consistent.

2. Violation of Planning Duty & Internal Consistency for Public Safety. The City-adopted Southcliff Neighborhood Action Plan (NAP), accepted via Resolution M-3306, explicitly designates this neighborhood as a "secluded enclave" shaped by steep bluffs, featuring "no through traffic," and relying on Mill Plain Boulevard as its "only access". Furthermore, the NAP officially documents that the neighborhood has "no sidewalks".

- **Breach of Planning Duty.** Under the GMA, a city has a legal duty to ensure its Comprehensive Plan is "internally consistent." The Preferred Alternative Zoning Plan assigns my parcel and sections of the neighborhood interior to the "Medium-Scale Neighborhood" designation. This zoning mandates a minimum density of 16 units per acre, allows 2-to-5

story apartment buildings (up to 75 feet tall), and introduces commercial retail and office activities. It is logically and legally inconsistent to designate an isolated, dead-end neighborhood for high-intensity commercial and apartment traffic when the City's own sub-area plan acknowledges the area has zero pedestrian infrastructure and a single choke-point for ingress/egress. Forcing Medium-Scale density onto these constrained streets—without first mitigating these documented gaps—creates a foreseeable public safety hazard and constitutes a direct breach of the City's planning duty.

3. Protection of Public Assets (Blandford Greenway & Stormwater Infrastructure) This parcel serves as a critical environmental buffer to the Blandford Greenway.

- **Stormwater and Erosion Risks.** The Draft EIS explicitly acknowledges that higher-density zoning increases impervious surfaces, which "reduce natural infiltration of water into soils and increase surface water runoff... and lead to increased erosion". Furthermore, the Southcliff Neighborhood Action Plan (NAP) officially documents existing erosion threats to Blandford Canyon from street flooding at Oswego Dr. and Umatilla Way. Imposing Medium-Scale zoning will exponentially increase erosive runoff into this fragile, protected canyon.
- **Threat to Capital Investments.** This intensified runoff directly threatens the recently implemented $2.3 million Ecology-funded Blandford Basin Stormwater Project. Overwhelming these bioretention systems—engineered exclusively for current single-family density—with Medium-Scale runoff constitutes a significant, unmitigated adverse environmental impact under the State Environmental Policy Act (SEPA).
- **Aesthetic and Canopy Degradation.** The Draft EIS admits that buildings associated with Medium-Scale create "light glare, shadow and visual impacts". The 2-to-5 story height allowances (up to 75 feet) would cast massive shadows, require extensive tree canopy removal, and create a "looming" effect. This directly violates the NAP Vision Statement's mandate to "protect the green space of the park and Blandford canyon" and preserve the neighborhood's well-kept character.

4. Procedural Failure and Lack of Transparency (RCW 36.70A.140). During the due diligence period when deciding to purchase my home in February 2025, I formally consulted with the Office of Neighborhoods/ City Manager’s Office regarding the Neighborhood Association, CC&Rs, and Bylaws of Southcliff. During our exchange the City remained silent regarding the imminent, large-scale rezoning being prepared for the neighborhood and this exact parcel.

- **Withholding Material Information.** According to the City's own project timeline, "Phase 2: Land Use Alternatives" was actively underway from Winter 2024 through Fall 2025, with community mapping workshops already held in Spring 2024. Therefore, the City was fully aware during our February 2025 consultation that it was preparing to overlay new zoning with increased density onto this specific property.
- **Violation of the Growth Management Act.** The City's failure to disclose this radical, in-progress zoning overhaul to an inquiring prospective resident deprived me of the opportunity to make a fully informed investment. This lack of transparency effectively bypasses the "early and continuous public participation" mandate of RCW 36.70A.140 and potentially created a reliance interest.

5. Threat to Historic & Cultural Resources. Southcliff is officially documented in the Clark County: Mid-Century Development (1950-1965) historic context statement as a significant example of post-war, mid-century modern residential development. It was the first subdivision offered for purchase in the post-war redevelopment of the McLoughlin Heights area, explicitly noted for its unique curvilinear street patterns and consistent architectural style. The Draft EIS acknowledges that the Action Alternatives carry a higher potential for the disturbance of historic sites. Rezoning sections of this mid-century enclave to Medium-Scale threatens to erase its unique architectural identity, violating neighborhood conservation goals and SEPA's mandate to evaluate and mitigate impacts to cultural and historic resources.

6. Primary Request for Alternative Compliance (RCW 36.70A.635). Under RCW 36.70A.635, cities aren't actually required to apply new high-density middle housing rules to 100% of their residential lots. The law allows an Alternative Compliance path in which the city must apply the new density mandates to at least 75% of its single-family lots and gives the city the discretion to leave the remaining 25% of its lots under the old, lower-density rules.

I formally request that the City utilize its 25% Alternative Compliance allowance under RCW 36.70A.635 to exempt Parcel 037911313, and all lots in the Southcliff neighborhood, from the state's middle housing mandate. The statute explicitly allows cities to exempt lots based on critical areas and infrastructure limitations. Southcliff is the textbook definition for this statutory exemption:

- **Critical Areas:** Proximity to Blandford Canyon, a documented Geologic Hazard Area (VMC 20.740.130) with severe erosion risks.
- **Infrastructure Deficiencies:** The City's own Southcliff Neighborhood Action Plan (Resolution M-3306) documents that the neighborhood relies on a single arterial access point (Mill Plain Blvd) with zero through-streets and no sidewalks.

7. Alternative Request: Site-Specific Map Amendment. In the event the City does not grant the full statutory exemption, I alternatively request a site-specific map amendment to re-designate all parcels in Southcliff from "Medium-Scale" to "Low-Scale Residential." The proposed "Medium-Scale" zoning—which allows 75-foot-tall buildings and 16 units per acre—is internally inconsistent with the mandatory environmental buffers required by VMC 20.740. A "Low-Scale" designation aligns the Land Use Map with the physical and legal constraints of the canyon rim.

I respectfully request a formal written response acknowledging this map amendment request and exemption qualification prior to the final codification of the Comprehensive Plan.

Vaughna S. Cochenour
Kristin Abell
[redacted] Vancouver, WA 98661
[redacted]
[redacted]

Contact City Council : Entry # 33793

Name

Marylou Wright

Email

[redacted]

Phone

[redacted]

Address

[redacted]
Vancouver, WA 98686
United States
Map It

Subject

Share an Opinion of a City project or Initiative

Choose Recipient

Mayor

Message

Vancouver is a proud Washington city with its own history, character, and standards — not an extension or annex of Portland. While Portland may symbolize the final route of Lewis and Clark, Vancouver stands on its own and deserves to be recognized for what it is: a strong, independent community.

I've lived here since the late '90s, and I still remember arriving at the airport when my husband picked me up. What struck me immediately was the amount of trash and neglect along what should have been a welcoming gateway into Washington. First impressions matter — and our city deserves better.

Loving Vancouver also means being honest about its challenges. Compassion should never mean accepting disorder or allowing illegal activity to become normalized. We can support people in need while still protecting public safety, cleanliness, and the quality of life for residents who have invested decades into this community.

I believe in our local government — but leadership also means setting firm expectations and taking action so that Vancouver remains a city we are proud to call home.

Llanos Bare, Cheyanne

From: Kathleen Martin [redacted]
Sent: Saturday, February 21, 2026 7:10 AM
To: developmentcomments@clark.wa.gov; City Traffic Engineering; Public Works Questions; Transportation and Mobility Commission Agenda Calendar; transportation@cityofvancouver.us
Cc: City Council; pubwks.cservice@clark.wa.gov
Subject: URGENT SAFETY CONCERNS FOR THE NE 88TH STREET CORRIDOR (ANDRESEN RD & 94TH AVE)

You don't often get email from katstoy42@gmail.com. Learn why this is important

I am writing to formally express grave concern regarding the worsening safety conditions along the **NE 88th Street corridor**, specifically at the intersections of **NE Andresen Road** and **NE 94th Avenue**.

As a local resident/commuter since 2009, I have witnessed a dangerous surge in traffic volume and heavy machinery as the city expands its industrial footprint. My concerns are centered on two primary "bottlenecks":

1. **NE 88th St**

   &

   NE Andresen Rd

   : This unsignaled intersection has become a high-risk zone for multi-vehicle collisions. I recently witnessed a serious accident here, and the lack of a traffic signal makes it nearly impossible for drivers to find safe gaps amid high-speed traffic on

   Andresen

   .

2. **NE 88th St**

   &

   NE 94th Ave

   : With the massive construction of the Public Works Operations Campus and new housing subdivisions, this end of 88th Street is now flooded with construction vehicles and diverted

traffic. Residents have already identified this as a "nightmare" for congestion, yet there is currently no signal or clear signage to regulate the heavy flow.

The city's Vision Zero and **Complete Streets** policies should protect residents from the risks created by these large-scale municipal projects. While I understand a signal is planned for
94th Avenue
as part of the campus project, the current interim construction phase is unacceptably dangerous. I request that both intersections be prioritized for:

- **Immediate Safety Audits:** To address the "high-collision" nature of these specific sites.
- **Interim Traffic Control:** Including temporary signals or flaggers at

  94th Ave

  and clear "Intersection Ahead" warnings at

  Andresen

  .
- **Long-Term Funding:** For a permanent signal at

  Andresen

  in the **2026-2031 Transportation Improvement Program (TIP)**.

I look forward to your response regarding how the city, and county, will ensure the safety of the neighborhood while these major developments proceed.
Sincerely,
Kathleen "Kat" Martin
[redacted], Vancouver, WA 98662
[redacted]

Llanos Bare, Cheyanne

From: Natasha Ramras <nportland@msn.com>
Sent: Monday, February 23, 2026 11:41 AM
To: citycouncil@cityofvancouver.us; City Council
Cc: Dollar, Sarah
Subject: Public Testimony on item 8: Resolution for FP Resiliency Grant Program

Dear Mayor and Council members,

Please find below my testimony on item 8 on the Agenda: Resolution for Fourth Plain Resiliency Grant Program.

Good evening, Mayor and Council members,

My name is Natasha Ramras. I am a resident of the City of Vancouver and formerly served as the City's Chief Financial Officer.

I am here to address the proposed Small Business Resiliency Grant Program. I want to be clear at the outset that my comments are not about the policy objective of supporting small businesses. That goal is understandable and important. My comments relate solely to constitutional compliance and risk management.

The staff report references Fourth Plain for All Investment funds. These funds are **General Fund dollars** — not federal ARPA funds — and therefore are fully subject to the constitutional restrictions governing municipal expenditures. I was involved in the creation and structuring of this fund and originally recommended that General Fund transfers be used as a mechanism to support long-term infrastructure investment in the Fourth Plain corridor. Because these dollars are General Fund dollars, their use requires careful constitutional analysis.

Under Article VIII, Sections 5 and 7 of the Washington Constitution, cities may **not give or loan public funds to private individuals or businesses**, except for the necessary support of the poor and infirm.

Washington courts apply a two-part analysis in evaluating compliance:

First, whether the expenditure serves a fundamental public purpose; and
Second, whether the government receives adequate consideration such that the expenditure is not considered a gift.

As recommended in the Resolution, the funds are proposed to be granted to private businesses to offset their operating losses, and are not tied to specific, measurable public deliverables or legally sufficient consideration, the program may raise questions under Article VIII.

Courts have made clear that generalized economic benefit, standing alone, does not always satisfy constitutional scrutiny. Passing the funds through a not-for-profit entity to ultimately fund private businesses does not address the constitutional prohibition on the use of the funds.

Because these are General Fund dollars, careful structuring is important to minimize legal exposure and protect the City.

Although I no longer serve in an official capacity, I believe it is appropriate and responsible to bring potential compliance issues to the Council's attention when they arise. My intent is to ensure that any adopted program is legally durable and aligned with constitutional safeguards.

I respectfully suggest that Council:
• Obtain a formal written legal analysis specifically addressing Article VIII compliance;
• Clearly define measurable public consideration;
• Consider whether alternative funding mechanisms, such as federal programs designed for economic relief, would provide a more secure legal pathway.

Good policy decisions could only be made with complete information (General Fund usage) and the appropriate evaluation of riskiness of the proposal.

These comments are offered in the spirit of good governance and fiscal responsibility.

Thank you for your time and consideration.

Natasha Ramras

February 23, 2026

Mayor Anne McEnerny-Ogle
Councilmember Bart Hansen
Councilmember Diana Perez
Councilmember Ty Stober
Councilmember Kim Harless
Councilmember Sarah Fox
Councilmember Eric Paulsen

Re: Proposed Ordinance Amending Bylaws of
the Vancouver Downtown Redevelopment Authority

Dear Mayor and Council:

Please accept this letter on behalf of the Vancouver Downtown Redevelopment Authority ("DRA") as written comment responding to the Staff Report and Proposed Ordinance set for initial consideration.

I preface this letter by reiterating the DRA's commitment to work collaboratively with the City in fulfilling the Authority's duty to "oversee the activities of the corporate officers, establish and/or implement policy, participate in corporate activity in matters prescribed by city ordinance, and … have stewardship for management and determination of all corporate affairs" of the DRA. (DRA Charter, § 6.03.) The seven dedicated volunteer members of the DRA's Board have extensive backgrounds in finance and property management, and all who have served and continue to serve in that capacity have done a remarkable job in managing the DRA's affairs.

As the DRA's retained general counsel, I have been asked to clarify several misconceptions both assumed and presented regarding the DRA's history, events leading to the proposed ordinance, and the ordinance's objective. I do so to ensure that Council's decision can be truly informed.

I. By Design, Management of the DRA's Affairs Have Been Entrusted to the Board, the Independence of Which Has Never Been Diminished

The position at issue is that of DRA Executive Director. Section 6.03 of the Charter describes the position of Executive Director as "hav[ing] primary responsibility for all matters involving day-to-day operations of the Authority and shall make recommendations to the Board of Directors on practices, policies and programs of the Authority." But critically, the Charter explicitly provides that the Executive Director does so "[***s***]***ubject to supervision by the Board of Directors***." (Emphasis added). This supervisory structure is necessary because the Board is

ultimately responsible for the DRA's affairs, which include the management and payment of more than one million dollars in claims every month. For this reason, the decision of who to appoint and/or remove as Executive Director has always been vested in the Board. This supervisory structure has worked well for the entirety of the DRA's existence of almost 30 years, and the City has never endeavored to obstruct the Board from fulfilling its supervisory duty. Yet now, this ordinance is being proposed with the goal of eliminating the Board's duty to supervise the Executive Director and determine which person should hold that title.

The Staff Report asserts the proposed ordinance is necessary because "the City is responsible for overseeing and correcting deficiencies in the DRA's operations." Yet **not once** has the City identified any "deficienc[y] in the DRA's operations." To this end, it is necessary to identify the "elephant in the room." The ordinance proposed has nothing to do with maintaining the status quo or, as the Staff Report posits, "[e]nsur[ing] that existing approach to DRA operations continues." Such is evident by the DRA's resolution last Thursday—which fully complied with its charter, bylaws, and financial documents despite the mistaken assertion to the contrary as described below. The DRA passed this resolution to maintain continuity by having the same person—Natasha Ramras—fulfill the same role she has performed admirably and effectively for more than five years.

Instead, the ordinance is presented to Council with the singular purpose of preventing Ms. Ramras from continuing her role as the DRA's Executive Director. Ms. Ramras was appointed to that role by the DRA Board on July 16, 2020, an appointment that took effect on August 1, 2020 (copy of Staff Report and minutes attached). Ms. Ramras has served in that role continuously to date. The Board recently evaluated her performance, reaffirming her excellent service to the DRA, Board, and the Hilton as DRA's partner. In short, Ms. Ramras has served the Board and the DRA remarkably well, and the Board continues to have the full and utmost confidence in her ability to serve as Executive Director. At no time was the Board presented with any reason to have someone else serve as Executive Director until President Robertson was informed by the City Manager on January 15, 2026, that Ms. Ramras was no longer serving as the City's Finance Director. While President Robertson was initially led to believe that the separation was mutual, we have since learned that is not the case and that Ms. Ramras was indeed fired. I address this in greater detail below, but the DRA Board has yet to be provided with *any* information surrounding this decision and why—despite repeated requests—the Board should believe that Ms. Ramras is unfit to continue her duties as Executive Director.

Puzzlingly, Council has been told that Council oversight of DRA affairs is the status quo, and that this bylaw revision is necessary step to "maintain[]" that oversight. The Staff Report and Presentation offer three ordinances as evidence that the Council has taken an active role in managing the DRA's affairs. But details matter.

The first Ordinance, M-3517 (2000), amended the DRA's Charter to explicitly ***remove*** the City Manager from serving as "an ex-officio member of the board of directors." The cited advantage to this action was "[m]ore legal separation will be created between the DRA and the

City." The only vestige of the City Manager's involvement in the DRA's affairs is in Section 6.01 of the Charter, which authorizes the City Manager to "designate City staff support to the Authority as necessary." Beyond this, the City Manager has no involvement in the DRA's affairs, and the City's objective has always been to increase "legal separation … between the DRA and the City," not erode or eradicate it.

The second ordinance, M-3738 (2006), amended Article IV of the Charter and VMC 2.73.010's description of the DRA's purpose to specifically focus on "the Vancouver Hotel and Convention Center Project." The prior version simply said the DRA existed for "any lawful purpose."

The final ordinance, M-3939 (2009), amended Section 6.01 of the Charter to stagger the terms of office for the members of the Board of Directors. This had the effect of augmenting continuity and avoiding complete entire Board turnover every four years.

In sum, this Council has never taken any action to limit or restrict the Board's authority to manage the DRA's affairs. In fact, both the Vancouver Municipal Code and DRA Charter repeatedly emphasize that the duty of management rests with the Board, not City management:

- VMC 2.73.010(B) ("The authority is an independent legal entity exclusively responsible for its own debts, obligations and liabilities. All liabilities incurred by the authority shall be satisfied exclusively from the assets and properties of the authority and no creditor or other person shall have right of action against the city, town, or county creating the authority on account of any debts, obligations, or liabilities of the authority.")

- VMC 2.73.080(A) ("All corporate powers of the authority shall be exercised by or under the authority of the board of directors; and the business, property and affairs of the authority shall be managed under the direction of the board of directors, except as may be otherwise provided for by law or in the Charter.")

- DRA Charter, § 6.01 ("Management of all Authority affairs shall reside in the Board.")

- DRA Charter, § 6.03 ("The Board shall oversee the activities of the corporate officers, establish and/or implement policy, participate in corporate activity in matters prescribed by city ordinance, and shall have stewardship for management and determination of all corporate affairs.")

Thus, contrary to what is being suggested, the City has always trusted the Board with more independence to manage the Hilton and Convention Center—not less.

Next, the ordinance is proposed under the misguided belief that the Executive Director has always been a city employee, thereby requiring "clarification" that the Director be a city

employee. That assumption is false as utilizing an independent contractor to serve as Executive Director has precedent. Following R. Lloyd Tyler's untimely passing in 2016, the DRA contracted with Financial & Management Consulting LLC from February 2018 until August 1, 2020, to serve as Executive Director. This arrangement continued until the DRA elected to hire Ms. Ramras to fulfill that role. Attached are copies of that contract and renewal amendment. Thus, another basis offered to support this ordinance is inaccurate.

Furthermore, the City has recently shown that it lacks the personnel qualified to properly serve in the Executive Director role. The 2013 bonds issued to refinance the Convention Center are backed by funds derived from a sales tax credit under RCW 82.14.390 issued by the Vancouver Public Facilities District (which is not an additional tax but rather a credit against the State's sales tax). A statutory requirement for the PFD to take advantage of this sales tax credit states that the "[m]oney[] collected … must be matched with an amount from other public or private sources equal to 33 percent of the amount collected." RCW 82.14.390(5). To fulfill this obligation, the DRA entered into an interlocal agreement with the City that requires the City to timely remit these taxes collected to the Bond Trustee (U.S. Bank). This obligation is defined as "absolute, unconditional and irrevocable" that "remain[s] in full force and effect until the entire principal of and interest on the Bonds shall have been paid or provided for." Despite this "absolute, unconditional and irrevocable" obligation, the City Manager's Office directed on January 29, 2026, to withhold a required payment of $301,479.69 because it needed to conduct "further due diligence" to understand the intended transfer. It was not until I notified the Trustee of the action that the City realized its error and authorized the payment. The DRA does not allege that the City intentionally withheld these funds for nefarious reasons. However, it illuminates the obstacles that will be created if a person wholly unfamiliar with DRA operations and the bonds is appointed to be Executive Director. As such, rejecting this ordinance is necessary to, as the Staff Report states, "[e]nsure[] that existing approach to DRA operations continues" and "[p]rotect[] the financial interests of the DRA and the City."

In sum, the foregoing establishes that the DRA for almost 30 years has operated efficiently, effectively, and—most importantly—independently. The proposed ordinance wrongfully seeks to upend that independence for no reason other than to prevent one person from continuing to serve in the same role she has served for over half a decade.

II. The Staff Report's Reasons for the Ordinance are Inaccurate

The Staff Report alleges DRA amended its bylaws on February 19, 2026, "despite the City's formal request that it table the proposed resolution due to noncompliance with its charter, bylaws, and certain financial obligations." This statement is fundamentally incorrect and is grossly misleading.

First, the City's formal request to "table" the resolution was submitted at 10:17 a.m. on February 19, 2026. **This was fewer than 45 minutes before the meeting was to begin**. That email, a copy of which is attached, was sent to the DRA's Staff Liaison while she was already

walking to the location of the DRA meeting and therefore unable to forward to the Board.[1] Any claim that the City timely requested the DRA's proposed resolution be "tabled" is misleading at best. Additionally, as described in more detail below, the DRA has repeatedly attempted to engage the City in dialogue only to be met with resistance and veiled threats.

Second, the rationale provided to "table" the resolution is legally misguided. The allegation is that the DRA violated Section 7.11 of the Indenture Agreement between the DRA and U.S. Bank, the latter of which serves as trustee for the 2013 bonds issued to refinance the Convention Center. That section provides in its entirety:

> The Authority shall not amend its charter or bylaws: (a) **without the prior written consent of the City**, (b) in any manner that would result in the inclusion of interest on any Bonds in gross income for federal tax purposes, or (c) without the prior written consent of the Trustee, **in any manner that would materially and adversely affect the interest of the Owners of the Bonds**.

(Indenture § 7.11.) In essence, it is contended that the Authority can *never* amend its bylaws without the City's consent. This assertion flatly ignores a well-settled principle of construction (and grammar) known as the last antecedent rule, which states in relevant part: "the presence of a comma before the qualifying phrase ***is evidence the qualifier is intended to apply to all antecedents instead of only the immediately preceding one***." *State v. Bunker*, 169 Wn.2d 571, 578 (2010) (citations and internal quotation marks omitted) (emphasis added).[2] As one court explained, "[f]or example, in the phrase 'no person shall be deprived of life, liberty, or the pursuit of happiness, without due process of law,' the phrase 'without due process of law' modifies all three terms." *Enron Creditors Recovery Corp. v. Alfa, S.A.B. de C.V.*, 651 F.3d 329, 335 (2d Cir. 2011). The City's contention ignores the qualifying clause after the comma: "in any manner that would materially and adversely affect the interest of the Owners of the Bonds." Aside from taking issue with Ms. Ramras continuing her role as Executive Director as she has done for five-plus years, there has been no explanation offered how utilizing the same person as Executive Director but serving as an independent contractor somehow "materially and adversely affect[s] the interest of the Owners of the Bonds." The analysis presented to Council assumes that subsection (a) exists independently and is not qualified by the final words. As a matter of law, this analysis is wrong. Properly applied, DRA Resolution 2026-02-19-01 merely codified

[1] While the City Manager did request of President Robertson via telephone the day before, the cited basis was not because of any deficiency but rather because, in his words (according to President Robertson), the City Council was going to amend the bylaws anyway. Ostensibly, this is referring to the Council's February 17, 2026, Executive Session at which any final decision could not occur. *See* ch. 42.30 RCW. There was no mention in this phone call about any suggested violation of the Indenture Agreement.

[2] Although the last antecedent rule is often used in statutory construction, it is also applied in contract interpretation.

what the DRA had done previously from 2018-2020 insofar as having an independent contractor serve as the Executive Director.

Finally, if the rationale offered last week is to be credited, the proposed ordinance is equally if not more forbidden. Section 7.08(h) of the Indenture states the DRA "shall not, *nor permit the City to*, *amend, modify or otherwise change its* charter, *bylaws* or other organizational documents *in any manner, other than as expressly permitted under Section 7.11*." (Indenture § 7.08(h) (emphasis added).). Copies of these sections are attached. Claiming that the Indenture prohibits the DRA's resolution while simultaneously permitting the proposed ordinance is self-contradictory. The DRA has notified the Trustee of the proposed ordinance and is awaiting guidance to learn whether the Trustee views the City's proposed action as a possible default under the Indenture, thereby requiring the DRA or the City (as the Guarantor) to immediately pay back the principal on the outstanding bonds.

The Staff Report also refers to "[t]he redevelopment of properties owned by the City behind City Hall and adjacent to the Convention Center" 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" as additional bases for assuming control of the Executive Director position. These statements are wrong. The DRA will not have any role in financing the performing arts center or developing property behind City Hall. The DRA's refinancing of the existing bonds would be limited to expanding the Convention Center and adding required parking. Therefore, the statement that "[t]he City will likely be required to provide additional credit enhancements … for future debt offerings by DRA to *finance the projects highlighted above*" (Staff Report at 2) is patently incorrect.

III. The City Has Ignored the DRA's Requests for Justification to Terminate Ms. Ramras as Executive Director, Instead Choosing to Threaten the Board Members with Removal and the DRA with Dissolution

Council should be aware that the DRA has attempted—repeatedly—to engage the City in dialogue surrounding the Executive Director position following the triggering event from January 15, 2026. I outline those efforts below:

1. DRA President Robertson was informed on January 15, 2026, that Ms. Ramras was separated from her position as City of Vancouver Finance Director earlier that day. The City Manager disclosed the separation by way of a phone call, prompting President Robertson to inquire whether Ms. Ramras could continue in her role as Executive Director. The City Manager rebuked the suggestion and instead promised to communicate again and propose two different candidates the Board could "consider" for the role of Executive Director. The City Manager would not contact President Robertson again until February 18, 2026, the day before the DRA's regular meeting being challenged by the City (refer to footnote 1 on page 5).

2. Upon learning of Ms. Ramras's termination from the City, I reached out to the City Attorney on January 16, 2026, to commence a constructive dialogue. No substantive response was received until January 28, 2026, due to Ms. Cook's vacation. Correctly, the City Attorney responded on January 28 by reaffirming that "the DRA bylaws ***grant full authority to the Board*** to remove its Executive Director with or without cause." (Emphasis added). Additionally, the City Attorney offered to answer any questions of the Board "to the extent possible." I responded the same day (January 28) with President Robertson's position that up to the present, "the Board has been very happy with Ms. Ramras's work as Executive Director," that that "no one from the DRA has been given any reason for why Ms. Ramras was separated from the City or why the Board should terminate Ms. Ramras." I then inquired of the City's position "why the DRA should not keep [Ms. Ramras] as the Executive Director."

3. The City Attorney responded two days later (January 30), advising of an inability to "discuss the circumstances surrounding Natasha's departure from the City," and suggesting that "[t]he Board c[ould] direct those questions to Natasha." At this point, Ms. Ramras was not provided with any reason for her separation other than being told that she could be terminated with or without cause. Rather than sharing any reason why the Board should no longer continue to retain Ms. Ramras, the City Attorney then outlined the City Council's "power to," among other things, "terminate the DRA in its entirety" and "remove any or all Board members with or without cause."

I attach the full email thread between me and the City Attorney for transparency. Additionally, the January 30 email was sent one day after the City Manager's Office unilaterally directed that the mandatory transfer of $301,479.69 to the Bond Trustee be withheld despite the City's "absolute, unconditional and irrevocable" obligation under the Payment Agreement.

In essence, the DRA asked for reasons why it should trust someone else to serve as Executive Director. The City responded by providing no details other than identifying the City's power to dissolve the DRA and replace all Board members at will. In light of these communications, the DRA struggles to understand how the proposed ordinance is needed to "[m]aintain [a] collaborative relationship between the City and DRA." The foregoing exchange is anything but collaborative.

IV. The DRA Complied With All Obligations to Amend Its Bylaws

The sole challenge presented in the Staff Report to the proposed ordinance is that the "DRA amended [Section 2.09 of its bylaws] by resolution on February 19, 2026, … despite the City's formal request that it table the proposed resolution due to noncompliance with its charter, bylaws, and certain financial obligations." The inaccuracy of this statement is addressed above. Additionally, I note that the City never mentioned once that the DRA's proposed action was unlawful until a letter was emailed to be the morning of February 18, 2026—while I was out of state on vacation as was announced at the earlier DRA Board meeting attended by City personnel

to include the City Attorney), demanding production of documents by 3:00 p.m. that day. It is worth noting that the City has direct access to all DRA documentation given that the City provides Information Technologies support. No reason has been provided why the City waited until the day before the February 19, 2026, regular meeting and while I was out of state to raise any legalities with the DRA's actions. Nevertheless, the DRA complied with Section 3.02 of its bylaws by mailing notice of the February 5, 2026, special meeting on January 26, 2026. Additionally, the DRA complied with Section 9.02 of its Charter by providing copies of the proposed bylaw revision and the proposed reasons therefor on January 30, 2026. Any assertion that the DRA's resolution—enacted to maintain continuity—violated the Charter or Bylaws is false.

V. Conclusion

The proposed ordinance has nothing to do with any alleged shortcoming of the Board of Directors' management of DRA affairs because there is none. The reasons offered for the ordinance are demonstrably incorrect. The Board continues to manage the DRA's affairs, which includes the management of more than $3 million every month. Depriving the Board of its ability to have any input to select and/or supervise the individual responsible for the day-to-day affairs of the DRA makes no practical sense.

The DRA Board remains committed to work collaboratively with the City in fulfilling the shared mission of a vibrant and economically prosperous Vancouver advanced by a thriving downtown Hilton and Convention Center. But collaboration is not synonymous with control.

Thank you all for your attention to the foregoing.

Very truly yours,

LIGHTHOUSE LAW GROUP PLLC

Daniel G. Lloyd

Enclosures

cc: Ms. Jan Robertson, DRA President (w/ encls.)
Ms. Kathleen Kee, DRA Secretary-Treasurer (w/ encls.)
Mr. Marc Fazio, DRA Board Member
Ms. Dyann Bernatz, DRA Board Member
Mr. Tom Donovan, DRA Board Member
Ms. Debra McCracken, DRA Board Member
Mr. Tyler Pace, DRA Board Member
Natasha Ramras, DRA Executive Director

DOWNTOWN REDEVELOPMENT AUTHORITY
STAFF REPORT NO. 07-16-20-1

TO: Downtown Redevelopment Authority Board **DATE:** 07/16/20
FROM: Paul Lewis, Executive Director

Subject: Appointment of Executive Director

Objective: Appoint Natasha Ramras as DRA Executive Director Effective August 1, 2020

Present Situation: The DRA has contracted with Paul Lewis dba Financial & Management Consulting (FMC) for Executive Director services since February 2018. Prior to that date the role of DRA Executive Director was filled by the City of Vancouver's Chief Financial Officer and prior to 2007 by the City of Vancouver's Economic Development Director. Mr. Lewis' last day as DRA Executive Director will be July 31, 2020.

The COVID-19 pandemic has created a financial shock to the local hospitality industry and the Hilton Vancouver conference center and hotel. As a result, the DRA's operations and finances have become more closely linked to the City of Vancouver. Specifically, the use of DRA reserves to fund operating deficits and debt service will deplete funds earmarked for major renovation projects. This means that funding for those projects, whenever they occur, will be more dependent on city support. In addition, the city has a contingent liability for DRA debt if DRA net revenue and reserves fall short. While the DRA expects its funds to be sufficient the city's support may be needed if the recovery takes significantly longer than expected.

Proposal: Appoint Natasha Ramras and DRA Executive Director effective August 1, 2020.

Natasha Ramras has served as the City of Vancouver's Chief Financial Officer (CFO) since January 2018. She has 19 years of progressively responsible finance experience with state and local government, including 12 years with the city of Vancouver. Prior to being appointed CFO in 2018 she served as the city's deputy finance director of budget, performance and audit for four years. Ms. Ramras left the city in late 2012 and spent seven months as the Finance Director at the Knight Cancer Institute at OHSU before returning to the city in the spring of 2013.

As the city's CFO, Ramras is responsible for the overall financial management of the city including monitoring the city's financial performance, developing financial forecasts and providing financial guidance and advice to the Vancouver City Council, the city manager and departments. She also serves as the Executive Director of the Vancouver Public Facilities District which provides the DRA with state sales tax credit tax revenue to support the DRA financing of the conference center.

The 2020 budget for Executive Director services was approximately $30,000. The cost for Executive Director services provided by the city is expected to be less than this amount.

Action Requested: Appoint Natasha Ramras as DRA Executive Director effective August 1, 2020. An example motion would be: "I move to appoint Natasha Ramras as DRA Executive Director effective August 1, 2020."

DOWNTOWN REDEVELOPMENT AUTHORITY MEETING MINUTES

Vancouver City Hall – Council Chambers – 415 W. 6th Street
PO Box 1995 – Vancouver, Washington 98668-1995
www.cityofvancouver.us

Richard Keller • Marc Fazio • Debi Ewing • Jack Onder • Brad Hutton • David Copenhaver • Jan Robertson

July 16, 2020

REGULAR MEETING (Convened telephonically, no in person attendance)
The meeting agenda materials referenced in these minutes can be found online.

ITEM 1: CALL TO ORDER AND ROLL CALL

The July 16, 2020 meeting of the Downtown Redevelopment Authority was called to order at 11:35 am by Richard Keller.

Present: Jan Robertson, Debi Ewing, Marc Fazio, Richard Keller, David Copenhaver
Absent: Brad Hutton, Jack Onder

Motion by Ewing, seconded by Robertson, and carried unanimously to excuse the absence of Brad Hutton and Jack Onder.

ITEM 2: APPROVAL OF MINUTES

Motion by Ewing, seconded by Fazio, and carried unanimously to approve the minutes from June 18, 2020.

ITEM 3: SECOND QUARTER FINANCIAL REPORT

Item Summary

Christine Smith, TDJ CPA, Inc., summarized the DRA's financial activity for the quarter ending June 30, 2020. The financial information is provided in the document titled "Narrative Overview of the June 30, 2020 Financial Statements"

ITEM 4:APPROVAL OF CLAIMS AND ADMINISTRATIVE EXPENSES

Item Summary

For June 2020, the claims totaled $444,858.90. The June 2020 Administrative Expenses totaled $21,832.51. Management fees paid to Hilton between August 2019 and June 2020 totaled $442,190.06. The Hilton management fee payments were inadvertently left off the monthly claims reports during that period.

DRAFT

Motion by Ewing, seconded by Robertson, and carried unanimously to ratify the June claims and approve the Administrative Expenses.

Motion by Robertson, seconded by Ewing, and carried unanimously to ratify the Hilton Management fees from 2019 and 2020.

ITEM 5: ASSET MANAGER'S REPORT

Item Summary

Tom Morone, CHMWarnick, reported on Hilton Vancouver's progress through June 2020. Please see the report from CHMWarnick: Monthly Asset Manager's Report for June 2020.

ITEM 6: HOTEL MANAGER'S REPORT

Item Summary

Mike McLeod, General Manager of the Hilton Vancouver WA, presented the Hotel's projected results for July.

- A Delta airline crew has temporarily relocated to the Hotel from downtown Portland, and their impact was not included in the July forecast.
- Total revenue from July is projected to be $339,000, up from June's revenue of $261,000.
- Occupancy for July is at 28.6% and is projected to exceed 30%
- Net Operating Income ("NOI") for the month is estimated to be -$295,000, down to budget by $671,000
- Revenue for the full year is projected to be $6.4 million, down 68% to budget
- Occupancy for the full year is 32.6%
- NOI for the full year will be -3.1 million, down 47% to budget
- The annual forecast is highly dependent on Clark County's progression through Phases of the Safe Start Washington Plan, and moving to Phase III is anticipated to boost consumer confidence
- The preliminary STR report for June showed our RevPar index at 100.6%

Mike McLeod provided updates on the team's approach during the Coronavirus pandemic including how the team is working collaboratively with limited staffing. Hilton is currently working on a temporary agreement with the relocated Delta airline crew and are looking for opportunities for other crews. Grays Coffee is open for grab and go lunch and Grays restaurant is open for dinner and has been staffed lightly. The Hilton CleanStay with Lysol campaign has launched, and changes include a number of extra procedures including stickers that seal room doors to the jambs after sanitization, wrapped remote controls, and disposable wipes in each room for guest's use.

ITEM 7: CAPITAL PROJECTS

Item Summary

Paul Lewis provided updates to the Capital Projects budget. $409,000 has been used to date, of the $3.2 million budgeted. Capital projects are on hold with the exception of emergency purchases and the contract with Rodrigo Vargas Design for the lobby and pool design. There is currently $930,000 in the Renewal and Replacement ("R&R") reserves and it is expected that those funds will not need to be reallocated to support operations and debt service needs.

ITEM 8:FINANCE COMMITTEE REPORT

Item Summary and Related Discussion

Paul Lewis provided updates from the Finance Committee, which met this month via conference call. There have been ongoing conversations with Piper Jaffray regarding bond refinancing. Discussions indicate that debt service savings are possible, but it would be dependent on the ability to sell the bonds which is tied to market stability. Additionally the Finance Committee reviewed an updated Cash flow forecast which project $5.2 million in reserves at the end of 2020 if nothing improves, and $1 million in reserves at the end of 2021 under the same conditions.

ITEM 9A: OTHER BUSINESS – LOBBY/POOL DESIGN PROJECT UPDATE

Item Summary

Paul Lewis announced that a small team will meet with Rodrigo Vargas design in person on the upcoming Wednesday to kick off the design project. Other DRA staff and board members and Hilton staff will participate via videoconference.

ITEM 9B: OTHER BUSINESS – EXECUTIVE DIRECTOR APPOINTMENT

Item Summary

Paul Lewis presented Staff Report 07-16-20-1 regarding the appointment of Natasha Ramras as DRA Executive Director effective August 1, 2020.

Motion by Robertson, seconded by Ewing, and carried unanimously to appoint Natasha Ramras.

Related Discussion

The board thanked Paul Lewis for his commitment and expertise over his two years as Executive Director.

ITEM 10: EXECUTIVE SESSION

No executive session.

CITIZEN COMMUNICATIONS

No Citizen Communications were submitted in writing ahead of the meeting.

ADJOURNMENT

12:16 PM

_____

Meetings of the Downtown Redevelopment Authority are electronically recorded on audio. The audio tapes are kept on file in the office of the City Clerk for a period of six years.

To request other formats, please contact:
City Manager's Office (360) 487-8600 | WA Relay: 711 | Amanda.Delapena@cityofvancouver.us

DOWNTOWN REDEVELOPMENT AUTHORITY

PROFESSIONAL SERVICES AGREEMENT

CONSULTING SERVICES CONTRACT: EXECUTIVE DIRECTOR

THIS AGREEMENT is entered into between the **Downtown Redevelopment Authority**, a municipal corporation, hereinafter referred to as the "DRA", and **Financial & Management Consulting**, hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. PROJECT DESIGNATION. The Consultant is retained by the DRA to perform professional services in connection with the project designated as **On-Call Financial and Management Consulting Services.**

2. SCOPE OF SERVICES. Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.

3. TIME FOR PERFORMANCE. The term of this agreement shall begin January 1, 2019 and shall continue until December 31, 2019 unless an extension of such time is granted in writing by the DRA, or the Agreement is terminated by the DRA in accordance with Section 16 of this Agreement.

4. PAYMENT. The Consultant shall be paid by the DRA for completed work and for services rendered under this agreement as follows:

   a. Payment for the work provided by Consultant shall be made as provided on **Exhibit "B"** attached hereto, provided that the total amount of payment to Consultant shall not exceed **$25,920** inclusive of labor, materials, equipment supplies and expenses without prior written approval of the DRA.

   b. The consultant may submit vouchers to the DRA once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the DRA and noted on this agreement. Such vouchers will be checked by the DRA, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.

   c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the DRA after the completion of the work under this agreement and its acceptance by the DRA.

d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.

e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the DRA and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.

5. OWNERSHIP AND USE OF DOCUMENTS. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the DRA whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.

6. COMPLIANCE WITH LAWS. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.

7. INDEMNIFICATION. The Consultant shall defend, indemnify and hold the DRA, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the negligence of the DRA.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the DRA, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. CONSULTANT'S LIABILITY INSURANCE. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agent, representatives, employees or subconsultants.

Consultant shall obtain insurance of types and amounts described below:

a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000.00 per accident covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office(ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

b. Commercial General Liability insurance in the amount of no less then $1,000,000.00 for each occurrence and $2,000,000.00 general aggregate and a $2,000,000.00 products-completed operation aggregate limit shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent consultants, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract.

The CGL insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:

i. The Consultant's insurance coverage shall be primary insurance as respect the DRA. Any Insurance, self-insurance, or insurance pool coverage maintained by the DRA shall be excess of the Consultant's insurance and shall not contribute with it.

ii. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the DRA.

c. Professional Liability insurance with limits no less than One Million Dollars ($1,000,000).

d. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.

Consultant shall furnish the DRA with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the Downtown Redevelopment Authority as a named additional insured, evidencing the Automobile Liability, Commercial General Liability and Professional Liability insurance of the Consultant before commencement of the work.

9. INDEPENDENT CONSULTANT. The Consultant and the DRA agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded DRA employees by virtue of the services provided under this Agreement. The DRA shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

10. DISCRIMINATION PROHIBITED. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
  (42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
  (23 USC Chapter 3 Section 324)
- Rehabilitation Act of 1973

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

11. CONFIDENTIALITY. The Consultant agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the DRA's express written consent. Consultant agrees to provide the DRA with immediate written notification of any person seeking disclosure of any confidential information obtained for the DRA.

12. WORK PRODUCT. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Consultant while performing the Services shall belong to the DRA. Upon written notice by the DRA during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Consultant shall deliver all copies of any such work product remaining in the possession of the Consultant to the DRA.

13. INTELLECTUAL PROPERTY.

a. Warranty of Noninfringement. Consultant represents and warrants that the Consultant is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Consultant further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.

b. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the DRA. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

14. ASSIGNMENT. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the DRA.

15. NON-WAIVER. Waiver by the DRA of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

16. DRA'S RIGHT TO TERMINATE CONTRACT. The DRA shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The Consultant shall be entitled to payment for work thus far performed

and any associated expenses, but only after the DRA has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.

17. NOTICES. Notices to the Downtown Redevelopment Authority shall be sent to the following address:

Mr. Brent Boger, DRA Attorney
Downtown Redevelopment Authority
PO Box 1995
Vancouver, WA 98668-1995
Phone: (360) 487-8500
Email: Brent.Boger@Cityofvancouver.us

Notices to Consultant shall be sent to the following address:

Mr. Paul Lewis
Financial & Management Consulting
16510 NE 30th Court
Ridgefield, WA 98642
Phone: (360) 904-1352
Email: lewispn@comcast.net

18. INTEGRATED AGREEMENT. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the DRA and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both DRA and Consultant.

19. ARBITRATION CLAUSE. In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be referred to the Portland USA&M office or alternate service by agreement of the parties for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The artibtrator's decision shall be final and legally binding and judgment be entered thereon.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce award.

20. GOVERNING LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.

21. VENUE. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.

22. REMEDIES CUMULATIVE. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the DRA at law or in equity.

23. COUNTERPARTS. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this _____ day of December, 2018.

DOWNTOWN REDEVELOPMENT AUTHORITY:

By _____
Richard Keller
DRA President

Financial & Management Consulting:

By _____
Paul Lewis
Owner

Approved as to Form:

_____
Brent Boger
DRA Attorney

EXHIBIT "A"
SCOPE OF SERVICES

- Support Monthly DRA Meetings
  - Interact with the DRA President, DRA Board members, Asset Manager, accounting staff, and DRA attorneys regarding relevant topics and issues for the monthly DRA Finance Committee and Board meetings.
  - Review and approve monthly agendas and materials for the monthly DRA Finance Committee and Board meetings.
  - Attend and support monthly DRA Finance Committee and Board meetings.
  - Attend the monthly meetings with Hilton and the DRA's Asset Manager.
  - Follow up with the DRA President and others as appropriate regarding topics raised during the monthly DRA meetings.
  - Oversee the development of the annual Hilton and DRA budget.
- Develop Final DRA Accounting and Financial Reporting Procedures
  - Finalize DRA accounting and financial reporting procedures.
  - Review the draft procedures with City of Vancouver accounting staff and revise as needed.
- Develop Plan to Transition DRA Accounting Support to the City
  - Meet with the City's CFO and Accounting Manager to develop a plan to transition DRA accounting and financial reporting support back to city staff.
  - Ensure that the city has two people trained to perform DRA accounting and financial reporting tasks.
- Develop a Final Funding Plan for Planned DRA Capital Investments
  - Work with the Asset Manager and Hilton staff to update planned capital investments.
  - Identify specific sources and uses of funding to include current and future replacement reserves, long term debt backed by Vancouver PFD sales taxes and City of Vancouver lodging taxes.
  - Work with the Asset Manager, DRA Bond Counsel, Vancouver CFO and other DRA support staff to develop a final funding plan to support the DRA's planned capital investments.
  - Review the draft funding plan with the DRA Finance Committee and revise as needed.
  - Present the draft funding plan to the DRA Board for approval.
  - Work with DRA Bond Counsel to and underwriters to initiate work on financing documents.
- Complete Other Tasks as Directed by the DRA Board
  - Finalize lease terms and related documents for the 4th Street parking lot and oversee completion of improvements to the lot.
  - Assess the opportunity for a discounted pre-payment of the DRA's note with ACA and pursue pre-payment if appropriate.
  - Monitor Grays financial results in comparison to the financial projections developed when the renovation project was approved.
  - Interact with the City of Vancouver and the Vancouver Public Facilities District.
  - Attend Clark County Public Facilities District meetings as needed to provide updates on the DRA/Hilton finances and operations.
  - Complete other tasks as directed by the DRA Board.

EXHIBIT "B"
COSTS FOR SCOPE OF SERVICES

Personnel	Hourly Fee
Paul Lewis, Financial & Management Consulting	$135

Total cost not to exceed $25,920 without the prior wrtten approval of the DRA.

DOWNTOWN REDEVELOPMENT AUTHORITY
STAFF REPORT NO. 12-19-19-3

TO: Downtown Redevelopment Authority Board **DATE:** 12/19/19
FROM: Brent Boger, DRA Attorney

Subject: Contract with Financial & Management Consulting

Objective: Authorize the DRA President to Sign a Contract with Paul Lewis dba Financial & Management Consulting for Executive Director Support Services through December 2020

Present Situation: The DRA has contracted with Paul Lewis dba Financial & Management Consulting (FMC) for Executive Director services since February 2018. As the DRA's Executive Director Mr. Lewis provides the following services:

- Staff support for monthly DRA Board and Finance Committee meetings.
- Monitoring of Hilton performance under the Project Operating Agreement
- Monitoring of compliance with the Trust Indenture.
- Monitoring and review of DRA contracts for asset management and accounting and financial reporting services.
- Monitoring and review of DRA financial performance.
- Review and approval of DRA expenses.
- Coordination of funding for DRA capital projects including planned major renovations.
- Point of contact for the City of Vancouver, the Clark County Public Facilities District and the Trustee.
- Development and completion of DRA's annual Work Plan.

The 2020 cost for Executive Director services is based on 216 hours (18 hours per month) at an hourly rate of $140 per hour. The total cost will not exceed $30,240 without prior approval by the DRA Board. The DRA Finance Committee recently completed an evaluation of the Executive Director's performance and can provide a summary of its assessment at the Board meeting.

Proposal: Enter into a contract with Paul Lewis dba Financial & Management Consulting for Executive Director services through December 31, 2020. The proposed contract may be terminated by the DRA with ten days' notice and by FMC with sixty days' notice. As required by a memorandum of understanding the City of Vancouver has approved this contract.

Action Requested: Authorize the DRA President to sign a contract with Paul Lewis dba Financial & Management Consulting. An example motion would be: "I move to authorize the DRA President to sign the proposed contract with Paul Lewis dba Financial & Management Consulting."

Attachments: 2020 Contract

DOWNTOWN REDEVELOPMENT AUTHORITY

PROFESSIONAL SERVICES AGREEMENT

CONSULTING SERVICES CONTRACT: EXECUTIVE DIRECTOR

THIS AGREEMENT is entered into between the **Downtown Redevelopment Authority**, a municipal corporation, hereinafter referred to as the "DRA", and **Financial & Management Consulting**, hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. PROJECT DESIGNATION. The Consultant is retained by the DRA to perform professional services in connection with the project designated as **On-Call Financial and Management Consulting Services.**

2. SCOPE OF SERVICES. Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.

3. TIME FOR PERFORMANCE. The term of this agreement shall begin January 1, 2020 and shall continue until December 31, 2020 unless an extension of such time is granted in writing by the DRA, or the Agreement is terminated in accordance with Section 16 of this Agreement.

4. PAYMENT. The Consultant shall be paid by the DRA for completed work and for services rendered under this agreement as follows:

   a. Payment for the work provided by Consultant shall be made as provided on **Exhibit "B"** attached hereto, provided that the total amount of payment to Consultant shall not exceed **$30,240** inclusive of labor, materials, equipment supplies and expenses without prior written approval of the DRA.

   b. The consultant may submit vouchers to the DRA once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the DRA and noted on this agreement. Such vouchers will be checked by the DRA, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.

   c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the DRA after the completion of the work under this agreement and its acceptance by the DRA.

d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.

e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the DRA and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.

5. OWNERSHIP AND USE OF DOCUMENTS. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the DRA whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.

6. COMPLIANCE WITH LAWS. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.

7. INDEMNIFICATION. The Consultant shall defend, indemnify and hold the DRA, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the negligence of the DRA.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the DRA, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. CONSULTANT'S LIABILITY INSURANCE. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agent, representatives, employees or subconsultants.

Consultant shall obtain insurance of types and amounts described below:

a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000.00 per accident covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office(ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

b. Commercial General Liability insurance in the amount of no less then $1,000,000.00 for each occurrence and $2,000,000.00 general aggregate and a $2,000,000.00 products-completed operation aggregate limit shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent consultants, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract.

The CGL insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:

i. The Consultant's insurance coverage shall be primary insurance as respect the DRA. Any Insurance, self-insurance, or insurance pool coverage maintained by the DRA shall be excess of the Consultant's insurance and shall not contribute with it.

ii. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the DRA.

c. Professional Liability insurance with limits no less than One Million Dollars ($1,000,000).

d. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.

Consultant shall furnish the DRA with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the Downtown Redevelopment Authority as a named additional insured, evidencing the Automobile Liability, Commercial General Liability and Professional Liability insurance of the Consultant before commencement of the work.

9. INDEPENDENT CONSULTANT. The Consultant and the DRA agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded DRA employees by virtue of the services provided under this Agreement. The DRA shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

10. DISCRIMINATION PROHIBITED. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
  (42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
  (23 USC Chapter 3 Section 324)
- Rehabilitation Act of 1973

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

11. CONFIDENTIALITY. The Consultant agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the DRA's express written consent. Consultant agrees to provide the DRA with immediate written notification of any person seeking disclosure of any confidential information obtained for the DRA.

12. WORK PRODUCT. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Consultant while performing the Services shall belong to the DRA. Upon written notice by the DRA during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Consultant shall deliver all copies of any such work product remaining in the possession of the Consultant to the DRA.

13. INTELLECTUAL PROPERTY.

a. Warranty of Noninfringement. Consultant represents and warrants that the Consultant is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Consultant further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.

b. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the DRA. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

14. ASSIGNMENT. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the DRA.

15. NON-WAIVER. Waiver by the DRA of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

16. TERMINATION.

a. DRA. The DRA shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The Consultant shall be

entitled to payment for work thus far performed and any associated expenses, but only after the DRA has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.

b. Consultant. The Consultant shall have the right at its discretion and determination to terminate the contract following sixty (60) calendar days written notice. The Consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the DRA has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.

17. NOTICES. Notices to the Downtown Redevelopment Authority shall be sent to the following address:

Mr. Brent Boger, DRA Attorney
Downtown Redevelopment Authority
PO Box 1995
Vancouver, WA 98668-1995
Phone: (360) 487-8500
Email: Brent.Boger@Cityofvancouver.us

Notices to Consultant shall be sent to the following address:

Mr. Paul Lewis
Financial & Management Consulting
16510 NE 30th Court
Ridgefield, WA 98642
Phone: (360) 904-1352
Email: lewispn@comcast.net

18. INTEGRATED AGREEMENT. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the DRA and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both DRA and Consultant.

19. ARBITRATION CLAUSE. In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be referred to the Portland USA&M office or alternate service by agreement of the parties for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The artibtrator's decision shall be final and legally binding and judgment be entered thereon.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce award.

20. GOVERNING LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.

21. VENUE. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.

22. REMEDIES CUMULATIVE. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the DRA at law or in equity.

23. COUNTERPARTS. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this 19th day of December, 2019.

DOWNTOWN REDEVELOPMENT AUTHORITY:

By _____
Richard Keller
DRA President

Financial & Management Consulting:

By _____
Paul Lewis
Owner

Approved as to Form:

_____
Brent Boger
DRA Attorney

EXHIBIT "A"
SCOPE OF SERVICES

- Provide Staff Support to the DRA and DRA Board Meetings
  - Interact with the DRA President, DRA Board members, Asset Manager, accounting staff, and DRA attorneys regarding relevant topics and issues for the monthly DRA Finance Committee and Board meetings.
  - Review and approve agendas and materials for the DRA Finance Committee and Board meetings.
  - Attend and support DRA Finance Committee and Board meetings.
  - Attend status review meetings with Hilton and the DRA's Asset Manager.
  - Follow up with the DRA President and others as appropriate regarding topics raised during the DRA Board meetings.
  - Oversee the development of the annual DRA budget.
- Oversee the Transition of DRA Financial Reporting to City of Vancouver
  - Finalize DRA accounting and financial reporting procedures.
  - Review the procedures with City of Vancouver accounting staff and revise as needed.
  - Work with the City's CFO and Accounting Manager to develop a plan to transition DRA accounting and financial reporting support back to city staff.
  - Ensure that the City has two people trained to perform DRA accounting and financial reporting tasks.
- Develop a Final Funding Plan for Planned DRA Capital Investments
  - Work with the Asset Manager and Hilton staff to update planned capital investments.
  - Work with the Asset Manager, Vancouver CFO and others to develop a final funding plan to support the DRA's planned capital investments.
  - Review the draft funding plan with the DRA Finance Committee and revise as needed.
  - Present the draft funding plan to the DRA Board for approval.
- Complete Other Tasks as Directed by the DRA Board
  - Participate in the feasibility study of conference center expansion
  - Participate in planning for the Waterfront Gateway propereties including planning for additional conference center hotel parking.
  - Assess the opportunity for a discounted pre-payment of the DRA's note with ACA and pursue pre-payment if appropriate.
  - Interact with the City of Vancouver and the Vancouver Public Facilities District.
  - Attend Clark County Public Facilities District meetings as needed to provide updates on the DRA/Hilton finances and operations.
  - Finalize the DRA's investment policy and present to the DRA Board for approval.
  - Complete other tasks as directed by the DRA Board.

EXHIBIT "B"
COSTS FOR SCOPE OF SERVICES

Personnel	Hourly Fee
Paul Lewis, Financial & Management Consulting	$140

Total cost not to exceed $30,240 without the prior wrtten approval of the DRA.

Dan Lloyd

From: Liles, Krista <Krista.Liles@dra.vanboard.org>
Sent: Thursday, February 19, 2026 12:44 PM
To: Dan Lloyd; Natasha Ramras; Sharon Cates
Subject: FW: Written Comments for Pending DRA Action
Attachments: DRA-Comment-Submission-Form.docx

Krista Liles | Executive Assistant
CITY OF VANCOUVER, WASHINGTON
Finance and Management Services
Work Schedule: 8:00am-4:30pm
Wednesday in office: 8:00am-4:30pm
415 W 6th St | Vancouver, WA 98660
Pronouns: she/her
P: 360-487-8437 | **TTY:** 360-487-8602
www.cityofvancouver.us

From: Pluckhahn, Lon <Lon.Pluckhahn@cityofvancouver.us>
Sent: Thursday, February 19, 2026 10:17 AM
To: Liles, Krista <Krista.Liles@cityofvancouver.us>
Cc: Cook, Nena <Nena.Cook@cityofvancouver.us>; Towery, Jeff <Jeff.Towery@cityofvancouver.us>; Brandl, Lisa <Lisa.Brandl@cityofvancouver.us>
Subject: Written Comments for Pending DRA Action

Krista,

Please distribute the attached written comment to the DRA board prior to their taking action on the items addressed in the comment form. Thank you!

Lon Pluckhahn | City Manager
City of Vancouver, Washington
415 W 6th St | Vancouver, WA, 98660
Office: 360-487-8640 - **Mobile: (360) 989-4222**

Downtown Redevelopment Authority

The Downtown Redevelopment Authority (DRA) accepts **public comment** on matters **listed on the official public agenda** for the meeting identified below. Written testimony must be submitted to the DRA's Staff Liaison Krista Liles (krista.liles@cityofvancouver.us) prior to the beginning of the public meeting. Those wishing to speak must submit this form **prior to 3pm the day before the meeting**.

Written testimony submitted using this form will be included in the public record and provided to the DRA Board for consideration. **Testimony on non-agenda items, general comments, or matters outside the DRA's jurisdiction will not be accepted or included in the record.**

Meeting Date: __February 19th, 2026_____

Agenda Item Number(s) and/or Title(s): Items 3 and 4; Approval of Resolution 2026-2-19-01 and Approval of Executive Director Professional Services Agreement

---

Name / Title: ___Lon Pluckhahn, City Manager_____

Representing (if applicable): ____City of Vancouver_____

Address: ____415 W 6th Street_____ **City / State:** __Vancouver, WA__

Phone: _360-487-8640___ **Email Address:** _lon.pluckhahn@cityofvancouver. us_

(Contact information is requested for the public record but will not be published in the meeting minutes.)

Please provide written comments **to the agenda item(s) identified above** (attach additional pages if necessary). If you are planning to speak at the meeting, so indicate:

The City of Vancouver formally requests that the proposed Resolution amending the DRA's Bylaws be tabled. The process being followed is, in our opinion, not in compliance with the DRA's charter or bylaws. In addition, Article VII-Covenants of the Authority Section 7.11 of the Amended and Restated Trust Indenture (dated June 1, 2013) provides:

Amendment to Charter and Bylaws. The Authority shall not amend its charter or bylaws: (a) without the prior written consent of the City, (b) in any manner that would result in the inclusion of interest on any Bonds in gross income for federal tax purposes, or (c) without the prior written consent of the Trustee, in any manner that would materially and adversely affect the interest of the Owners of the Bonds.

As of today's date, the DRA has not requested nor received prior written consent of the City for this bylaw change as required under (a) above. The City is therefore asking that this be tabled.

Manager to be of comparable quality, utility and value, or (e) a disposition of the Project that contemporaneously permits the defeasance of all of the Bonds, the Authority shall not cause or suffer to occur any sale, lease, transfer or other disposition of the Authority's right, title and interest in and to the Project or any part thereof, including the Property. The Authority also shall not sell, pledge, factor or otherwise dispose of any accounts receivable under any circumstances.

Section 7.07. Continuing Disclosure. The Authority shall comply with and carry out all of the provisions of the respective Continuing Disclosure Agreements. Notwithstanding any other provision of this Indenture, failure of the Authority to comply with the Continuing Disclosure Agreements or this Section shall not be considered an Event of Default; provided, that the Trustee, at the request of any Participating Underwriter (as defined in the Continuing Disclosure Agreements) or the Beneficial Owners of at least 25% aggregate principal amount in Outstanding 2013 Bonds of the applicable Series shall, only to the extent indemnified pursuant to Section 11.03(a) from any cost, expense or liability arising from or related thereto, or any Beneficial Owner of the 2013 Bonds of such Series may, take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Authority to comply with its obligations under this Section.

Section 7.08. Separate Existence. The Authority shall:

(a) maintain its financial statements, accounting records and other official documents separate from those of the City or any other Person;

(b) maintain its own separate bank accounts and correct, complete and separate books of account;

(c) at all times hold itself out to the public under the Authority's own name and as a governmental entity separate and distinct from the City and any other Person;

(d) not hold out its credit as being available to satisfy the obligations of others;

(e) conduct its business in its own name;

(f) pay its own liabilities, indebtedness and obligations of any kind, including all its Administrative Expenses, from its own separate assets (including amounts deposited in the Administrative Fee Fund);

(g) separately identify, maintain and segregate its assets and not commingle its assets with the assets of any other entity except pursuant to the Bond Documents;

(h) not, nor permit the City to, amend, modify or otherwise change its charter, bylaws or other organizational documents in any manner, other than as expressly permitted under Section 7.11; and

(i) except as expressly permitted pursuant to Section 7.02, not enter into any transaction of merger or consolidation, or acquire by purchase or otherwise all or substantially all of the business or assets of, or any stock or beneficial ownership of, any Person.

Section 7.09. Guaranties. The Authority shall not be or become liable as a guarantor, surety or otherwise for any bonds, notes, loans, installment purchase obligations, lease purchase agreements, certificates of participation, or other Indebtedness, or other payment obligations, current or contingent, obligations for borrowed money of any other Person.

Section 7.10. Pay Officers or Directors. The Authority shall not pay any compensation or make any distribution of income or other assets to any of its officers or directors other than the reimbursement of ordinary out-of-pocket expenses.

Section 7.11. Amendments to Charter and Bylaws. The Authority shall not amend its charter or bylaws: (a) without the prior written consent of the City, (b) in any manner that would result in inclusion of interest on any Bonds in gross income for federal income tax purposes, or (c) without the prior written consent of the Trustee, in any manner that would materially and adversely affect the interest of the Owners of the Bonds.

Section 7.12. Covenant to Budget and Appropriate. The Authority shall take such action as may be necessary to include in its operating and capital budgets for each Fiscal Year commencing on and after the date hereof, all payments due under this Indenture and all of the Main Transaction Documents to which it is a party, and to make all appropriations for such payments at such time and in such manner and amounts as may be necessary in order to make all payments hereunder and thereunder when due.

Section 7.13. Maintenance of the Project. The Authority shall maintain or cause to be maintained the Project in good and substantial repair, working order and condition; provided, that if all or any of the Project shall be destroyed or damaged by fire or other casualty, the money derived from any insurance on the Project shall be applied in accordance with the terms of Sections 5.17 and 7.20. Without limiting the generality of the foregoing, the Authority shall maintain, use and operate or cause the maintenance, use and operation of the Project and all engines, boilers, pumps, machinery, apparatus, furniture, fixtures, fittings and equipment, including FF&E, of any kind in or that shall be placed in any building or structure now or hereafter at any time constituting part of the Project, in good repair, working order and condition, and the Authority shall from time to time make or cause to be made all needful and proper replacements, repairs, renewals and improvements, in each case to the extent necessary so that the value of the Project shall not be impaired in any manner that could result in a Material Adverse Effect on the Authority or the Project.

Section 7.14. Bankruptcy, Insolvency; Receiver.

(a) The Authority shall not commence any voluntary case under the Bankruptcy Code or under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect.

(b) The Authority shall not (i) file, consent to the filing of, aid, solicit, support or otherwise act, cooperate or collude to cause the filing of any petition in bankruptcy or in insolvency, or for a receiver or reorganization or composition; (ii) make any assignment for the benefit of creditors generally or to a trustee for creditors generally; or (iii) permit, solicit, support or otherwise act, cooperate or collude to cause an adjudication in bankruptcy, the taking possession of the Project or any part thereof by a receiver, or the seizure and sale of the Project

Dan Lloyd

From: Dan Lloyd
Sent: Tuesday, February 3, 2026 9:26 AM
To: 'Cook, Nena'
Subject: RE: DRA - Executive Director

Hi Nena –

I really hope it wasn't the intent, but the email you wrote comes off as a threat to the DRA. As I stated, the Board has never had reason to have someone other than Natasha serve as its Executive Director, which is what prompted my email to ask whether there was something that the City could share with the Board to help decide whether to retain Natasha. I can appreciate that employment matters are sensitive, but I was thinking that if the Columbian sent a PRA request for documents discussing the reason(s) for Natasha's termination, those would have to be turned over (I wish to clarify that I am **not** making a PRA request). But if nothing can be shared, I get it. However, the Board is left without anything concrete or alleged to undermine its preexisting view that Natasha has done a good job.

Rather than offer any reason specific to Natasha, the email below simply outlines one RCW and a few VMC sections that explain (1) how the City can control the DRA, (2) how the City can remove all of the DRA's volunteer Board members, and (3) how the City can dissolve the DRA. Juxtaposed against what was relayed to President Robertson by Lon and to me by Patrick, I don't know how else to read what you write as anything but "do what the City wants or else." Am I missing something?

For what it's worth, I'm aware of each VMC section, which includes VMC 2.73.300. Municipal code sections are not read in isolation though. While VMC 2.73.300 grants "such power and authority as reasonably necessary or convenient to enable the[City Manager and City Clerk] to administer this chapter efficiently and to perform the duties imposed in this chapter," the chapter does not impose any duty on the City Manager (the word "manager" appears only in the definitions section (VMC 2.73.030(K) and in VMC 2.73.300). Conversely, the duties imposed on the City Clerk include giving notice to the Secretary of State of the DRA's Charter (this was done in 1997) (VMC 2.73.060), filing annual reports and statements of the DRA (VMC 2.73.100(C)(7), VMC 2.73.220), and filing amendments to the Charter and Bylaws (VMC 2.73.120, .130). Beyond that, chapter 2.73 VMC does not impose any other duties on the City Clerk. To this end, you are correct that the City Manager and City Clerk have joint power (given the City Manager's supervisory role over the Clerk) to ensure annual reports and statements and Charter/Bylaw amendments of the DRA are filed. If there's some other "duty" imposed on the City Manager or City Clerk that I've missed, please let me know. But absent any such imposition, the city manager's "power and authority as reasonably or convenient" is limited to whatever duties are imposed on the Clerk.

Also, for what it's worth, VMC 2.73.230 states: "The City Council and state auditor *shall have no right, power or duty to supervise the daily operations of the authority*, but *shall oversee such operations only through their powers to audit, modify the Charter and bylaws and to remove board members* all as set forth in this chapter, *all for the sole purpose of correcting any deficiency and assuring that the purposes of the authority are reasonably accomplished*." (Emphasis added). If there is "any deficiency" or act showing "that the purposes of the authority are [not being] reasonably accomplished," then please let

me know. Otherwise, the City's power to control the DRA is much more circumscribed than what is suggested below.

Additionally, as referenced in my letter to the Trustee, the City's contractual obligations to pay the lodging tax and sales tax credit toward the Indenture are "absolute, unconditional and irrevocable" (Section 3.03). Unless the City is taking on the entire liability of the 2013 bonds, it's obligated to continue its duties under contract.

By all means, if my analysis is off, please let me know. The DRA wants its relationship with the City to remain compatible. I hope the City feels the same way regardless of who holds the position of Executive Director.

Happy to chat if you think it would be productive.

Best,
Dan

Daniel G. Lloyd
E-mail: dan@lighthouselawgroup.com

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From: Cook, Nena <Nena.Cook@cityofvancouver.us>
Sent: Friday, January 30, 2026 4:17 PM
To: Dan Lloyd <dan@lighthouselawgroup.com>
Subject: DRA - Executive Director

Thanks, Dan. As you can appreciate, I can't discuss the circumstances surrounding Natasha's departure from the City. The Board can direct those questions to Natasha.

You invited me to share any additional information that may be helpful for the Board to consider at its February 5 meeting. I think board members might welcome the opportunity to understand the full legal framework within which they operate. In addition to Section 2.09 of the bylaws you mentioned, state statutes, the Vancouver Municipal Code ("VMC"), and the DRA Charter all play a role.

First, even though the DRA is an independent legal entity, RCW 35.21.745 (1) allows the City to "control and oversee its operation and funds in order to correct any deficiency and to assure that the purpose of each program undertaken are reasonably accomplished."

Second, the VMC outlines some of the ways the City Council interfaces with the DRA. For example, it has the power to:

- audit and inspect all financial records of the DRA at any time during business hours *VMC 2.73.230*;
- accept or reject Charter amendments proposed by the Board *VMC 2.73.120(A)*;
- amend the bylaws as necessary and appropriate *VMC 2.73.130(C)*, including the ability to amend Section 2.09; and
- terminate the DRA in its entirety *VMC 2.73.250*

Third, the DRA Charter gives City Council the ability to remove any or all Board members with or without cause. *Charter Section 6.06*.

Finally, the VMC grants to the City Clerk and City Manager "all such power and authority as reasonably necessary or convenient to enable them to administer this chapter efficiently and to perform the duties imposed in this chapter." *VMC 2.73.300*.

If the Executive Director position becomes vacant, the City would like to discuss with the Board its recommendation for an individual to serve in that capacity. I'll look forward to seeing you on February 5. Thanks, Dan.

Nena Cook | City Attorney

CITY OF VANCOUVER, WASHINGTON
OFFICE OF THE VANCOUVER CITY ATTORNEY
Mailing: PO Box 1995 • Vancouver, WA, 98668-1995
P: (360) 487-8500 | **TTY:** (360) 487-8503 | **F:** (360) 487-8501

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From: Dan Lloyd <dan@lighthouselawgroup.com>
Sent: Wednesday, January 28, 2026 4:25 PM
To: Cook, Nena <Nena.Cook@cityofvancouver.us>
Subject: RE: DRA - Executive Director

Thanks Nena. No problem communicating in writing.

As the Bylaws are concerned, yes we agree the Board has sole discretion whether to retain or terminate whomever holds the Executive Director role.

I spoke with the Board President. She asked me to share that (a) the Board has been very happy with Natasha's work as Executive Director, and (b) no one from the DRA has been given any reason for why Natasha was separated from the City or why the Board should terminate Natasha. The only thing anyone has said was in a phone call I had with Patrick on Friday, during he which he said that there would be issues with the relationship with between the DRA and City if Natasha were retained. I believe his exact words were that the Board would be "living in a fantasy" if it thought could continue any relationship with the City if Natasha remained as Executive Director and that the Board needed to be aware of that risk.

If the reasons for Natasha's separation or why the DRA should not keep her as the Executive Director can or should be shared with the Board, please pass them along. Beyond that, feel free to share whatever the City thinks the Board should know as it deliberates.

Thanks,
Dan

Daniel G. Lloyd
E-mail: dan@lighthouselawgroup.com

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From: Cook, Nena <Nena.Cook@cityofvancouver.us>
Sent: Wednesday, January 28, 2026 1:08 PM
To: Dan Lloyd [redacted]>
Subject: RE: DRA - Executive Director

Hi Dan,
Given the relationship between Natasha and the City, it's probably better if we communicate in writing. As you know, the DRA bylaws grant full authority to the Board to remove its Executive Director with or without cause:

> 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 arid for carrying out the policies and directives of the Board. The Executive Director shall make recommendations to the Board on practices, policies and programs of the Authority. He or she shall have such powers and perform such duties as may be prescribed from time to time by the Board. The Executive Director is an employee at-will, and as such, may be removed, with or without cause, by the Board.

(Emphasis added). I understand from your email below that the Board is planning to consider that issue at a Special Board meeting scheduled for February 5 at 11:00 am. If the Board has any questions of the City prior to that meeting, please email them to me and I will answer to the extent possible. Thanks, Dan.

Nena Cook | City Attorney

CITY OF VANCOUVER, WASHINGTON
OFFICE OF THE VANCOUVER CITY ATTORNEY
Mailing: PO Box 1995 • Vancouver, WA, 98668-1995
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From: Dan Lloyd <[redacted]
Sent: Tuesday, January 27, 2026 7:07 PM
To: Cook, Nena <Nena.Cook@cityofvancouver.us>
Cc: Rude, Becky <Becky.Rude@cityofvancouver.us>
Subject: RE: DRA - Executive Director

Hi Nena –

I wanted to send a follow up message to see if you have had a chance to look into this. I have a Council meeting tomorrow in Orting so I'll be on the road beginning at about 10am. Feel free to call anytime after that.

Daniel G. Lloyd
E-mail: [redacted]

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From: Cook, Nena <Nena.Cook@cityofvancouver.us>
Sent: Friday, January 16, 2026 2:27 PM
To: Dan Lloyd <[redacted]>
Cc: Rude, Becky <Becky.Rude@cityofvancouver.us>
Subject: RE: DRA - Executive Director

Hi Dan,

Thanks for the voice mail and message. I will be out of the office through January 26 so will let you know the City's position vis-à-vis the DRA when I return. Thanks again.

Nena Cook | City Attorney

CITY OF VANCOUVER, WASHINGTON
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From: Dan Lloyd <[redacted]>
Sent: Friday, January 16, 2026 10:21 AM
To: Cook, Nena <Nena.Cook@cityofvancouver.us>; Rude, Becky <Becky.Rude@cityofvancouver.us>
Cc: Jan2 <[redacted]>
Subject: DRA - Executive Director

Hi Nena & Becky –

I wish I was writing under better circumstances. With Natasha's separation, the DRA President has asked that I reach out to you regarding the Executive Director role. The Board plans to have a special meeting

before the next regularly scheduled meeting on 2/19. I'm anticipating that the meeting will be the first week of February – aiming for 2/5 or 2/6. The Board is going to consider all options for who fills the Executive Director role, which includes retaining Natasha as its Executive Director. I'm around today to discuss if you think it would be helpful.

Best,
Dan

Daniel G. Lloyd
[redacted]
Seattle, WA 98101
Phone: [redacted]
[redacted]
Web: http://www.lighthouselawgroup.com

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Contact City Council : Entry # 33839

Name

Richard Warner

Email

[redacted]

Phone

[redacted]

Address

[redacted]
Vancouver 98683
United States
Map It

Subject

Share an Opinion of a City project or Initiative

Choose Recipient

All the Council

Message

I recently saw on the news that my input would be helpful to the council regarding housing development. Our growth and prosperity is great for all in Vancouver minus the poor and house less. So finding ways to mitigate is important. Low coat housing is critical. That is why most of your constituents support that. But if we can learn from the overly taxed brethren across the river that is killing the city and trying to reduce course we should not only capped the propose 10% rent hike but share the hurt with property owner. Give the tax incentives, water and utility breaks and so forth. I will be writing the same to the Governor and our state legislators.

Richard Warner
[redacted]

Llanos Bare, Cheyanne

From: CHARLES BRASHER [redacted] >
Sent: Monday, February 23, 2026 10:08 AM
To: City Council
Subject: Item # 10 Ordinance for the 58th Street Rezone Application

You don't often get email from [redacted]. Learn why this is important

The rezone application should be denied for the reasons listed below:

1) The Walnut Grove Neighborhood association voted no against it at our meeting on 12/12/25 and in addition many residents have submitted written and oral testimony against the proposed rezone.

2) The transit overlay district would allow the developer to to increase the now proposed 54 units to 70 units anyway, exactly as proposed before which was rejected by the City Council. The developer has used this before on projects like the 63rd street apartment complex.

3) The man who showed up dressed in a pineapple onesie and testified at the planning commission hearing insulting and belittling the residents concerns about the rezone we think was a paid actor brought in by the developer. Would any serious concerned resident of Vancouver do such a thing otherwise?

4) We feel that the principal planner Bryan Snodgrass has too close of a relationship with the developer. Whenever we raise concerns he always seems to give priority to the developer. Many times we feel as if our concerns don't matter and they get dismissed or passed over. As an example when one of the residents brought up the transit overlay district at the planning commission hearing and Bryan's comment was good catch on their part. Why did he not bring this up himself because surely he knew about it? Then when questioned on it by the planning commission he was only able to give vague answers on how it worked but the developer had just recently used it on his 63rd street apartment development.

5) The developer has a reputation for questionable building practices. Just look at some of his most recent developments: **1)** the 63rd street apartment complexes only exit point is onto the small residential 62nd street and then turning left onto 76th before finally getting to the main large road 63rd street. This has created a safety hazard for families living on 62nd as well as much unwanted congestion. The residents are still very upset about this. **2)** 90th street development in Clark County has the same problem with no exit from the apartment complex except onto small residential streets. A resident living in area impacted spoke to us about other highly irregular things that have happened prior to and during the apartment complex development. **Why should we the residents or you the City Council trust this developer to do the right thing?**

Thank you Charles Brasher & Betty Lavis
Residents of Robins Glen for 20+ years

Llanos Bare, Cheyanne

From: Douglas Roby <dougroby6@yahoo.com>
Sent: Monday, February 23, 2026 11:29 AM
To: City Council
Cc: anawalnutgrove@gmail.com
Subject: 58th Street Rezone

[You don't often get email from dougroby6@yahoo.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Two major points:
1- “We The People” - yes we are whom YOU represent, and we have said we are not going to allow a rezone in this neighborhood. Ty Stober should immediately resign his council position as he does Not represent “The People.” The Council does not live in our neighborhood. Nor will their quality of life be affected in any way by allowing this Rezone. The Council “has no skin in the game!”
2- I was always raised that “no means no!” The frustration of this rezoning decision is overwhelming! The planning commission has said no, you, our Vancouver City Council, have on multiple occasions voted no. And yet here we are again arguing a Transit Overlay District loophole allowing developers to build at 125% of density! In August of 2025, at our appearance before the Council, the City Attorney clarified before the Council vote, that a no vote would mean the developer would have to start the entire process again, with the earliest submission being December 2025, yet this is again front and center. Government is responsible to “The People”, and we have said no and received assurances that this rezone was voted down. Bryan Snodgrass works for YOU, our Council, and you represent us! Mr Snodgrass should be terminated immediately for his continued support contrary to his bosses, YOU!
Again, vote NO to R-35 on 58th Street. You have already committed to this before and nothing has changed.
Respectfully,
Doug Roby
[redacted]
Vancouver, WA 98662
Sent from my iPad

Llanos Bare, Cheyanne

From: City of Vancouver, WA <noreply@cityofvancouver.us>
Sent: Monday, February 23, 2026 11:05 AM
To: City Council
Subject: Submission: Contact City Council

Contact the City Council

Name

Jay and Mary Renaud

Email

[redacted]

Phone

3602601694

Address

[redacted]
Vancouver, WA 98662
United States
Map It

Subject

Share an Opinion of a City project or Initiative

Choose Recipient

All the Council

Message

Dear City Councilors
We continue to oppose the proposal to increase density in the lots south of Shaeffer Park on NE 58th St. We understand that the developer who is applying for an increase has not been willing to agree to reasonable conditions requested by members of the City Council, which, among other things, shows the impossibility of trusting this developer not to increase his project even beyond the R 35 even if that were granted. We are definitely not opposed to continuing the trend to density and diversity in our neighborhood, and we reiterate our full support tor a project in the concerned lots at the R-22 level,

Llanos Bare, Cheyanne

From: Ana Walnut Grove <[redacted]>
Sent: Monday, February 23, 2026 11:29 AM
To: City Council
Subject: 58th Street Rezone First Reading and Public Hearing Testimony

WALNUT GROVE NEIGHBORHOOD ASSOCIATION

February 23rd, 2026

To The City Council:

At our quarterly meeting on December 12th, 2026, the Walnut Grove Neighborhood Association, with an attendance of 14 Members and a full Board of Officers, deliberated and voted on the issue of the 58th Street Rezone from R-22 to R-35. As a result, Walnut Grove Neighborhood Association recommends **rejection** of the proposed R-35 rezone.

At a previous meeting in July 2025, we discussed an R-22 to R-50 rezone on the same properties, expressing concerns to this Council regarding these and other issues:

- Lack of pedestrian connections through the majority of 58th street; these would not be adequately addressed with sidewalk improvements solely on the proposed projects' frontage because they extend across all of 58th Street to Andresen Road and along 72nd Avenue.
- Vehicle traffic concerns; there is existing traffic congestion on 58th Street and 72nd Avenue during Walnut Grove Elementary School drop-off and pick-up times, with vehicles blocking our neighbors' driveways and walkways, and parents and children feeling unsafe walking to school due to interrupted sidewalks and car density; this is happening now even prior to the anticipated increase in traffic density due to an R-35 development.
- Concerns of destruction of evergreen trees; this has reached the interests of a greater Vancouver audience, as Walnut Grove in its very name is characteristically an urban forest and values protection of its historic flora.

In thoughtful response to our Association's and individual Members' testimonies, the City Council rejected the R-50 proposal of a 77-unit development in August 2025, finding it misaligned with 58th Street's infrastructure and character.

Now, the new R-35 proposal and a Transit Overlay Bonus (TOD) would allow up to 70 units, which our Association identified as a density far too similar to the already rejected 77 units. The very same issues of traffic congestion, pedestrian safety, and tree and wildlife conservation persist. We have discussed this proposal at length on December 12th, 2025, and even entertained an option of collaborating on a Development Agreement which would clearly outline our expectations and hold the Applicant accountable to preservation of trees, exclusion of TOD, and development that is environmentally responsible—with no emissions or runoff going to adjacent Raymond E. Shaffer Park, abutting Stormwater Treatment Facility, and abutting single family homes. If no such agreement were to take place, the Association found it unacceptable to build at R-35 plus TOD density for the exact same reasons as R-50 was already rejected for.

Therefore, on December 12th, 2025, by a unanimous vote of 14 Members and in full attendance of a Board of Officers, the Walnut Grove Neighborhood Association voted by show of hand to recommend **rejection** of the R-22 to R-35 rezone [on tax lots 107971000 and 107982000].

Reject R-35: 14 Approve R-35: 0 Abstain: 0

Officers in attendance: Ana Kozlovska (Chair), AnnMarie Haldeman (Vice Chair), Deborah Petrie (Secretary), Dave Gardiner (Treasurer).

Therefore, based on our Association's findings and vote to reject R-35 for pre-existing safety, infrastructure, and neighborhood character concerns—as well as no Development Agreement to memorialize our expectations of environmental responsibility to Raymond E. Shaffer Park and Stormwater Facility, protection of trees, and exclusion of TOD—we as Walnut Grove Neighborhood Association respectfully yet vigorously recommend that the City Council rejects the R-35 rezone on 58th Street at Public Hearing on March 2nd, 2026.

Thank you for your commitment to Neighborhood Association voices.

Signed,

Ana Kozlovska (Chair)

AnnMarie Haldeman (Vice-Chair)

Deborah Petrie (Secretary)

David Gardiner (Treasurer)

Llanos Bare, Cheyanne

From: PETER BRACCHI [redacted] >
Sent: Sunday, February 22, 2026 9:05 AM
To: City Council
Cc: City of Vancouver - Office of the City Manager; HART Team
Subject: City Council Meeting 2/23/2026 No ADA access and PFAS Stormwater Pollution

Follow Up Flag: Follow up
Flag Status: Flagged

To: Mayor and Members of the Vancouver City Council
Subject: Share House area: ongoing ADA sidewalk obstruction + stormwater pollution risk (PFAS, bacteria, hazardous debris)

Mayor, CMO, HART and Councilmembers,

I am writing after another on-site visit to the Share House area where **public sidewalks remain blocked** and **garbage/debris continue to accumulate in the right-of-way**, including a **dumpster and portable toilets placed in/near the street with inadequate signage or ADA-safe routing**.
This is not new. It has been ongoing for **approximately eight years**. I raised related concerns in **July 2025** and prior and the problem persists.

1) ADA and basic public right-of-way access

When sidewalks are blocked, residents—including seniors and people with disabilities—are forced into the street. ADA Title II requires the City to maintain accessible features so they remain usable; “temporary interruptions” cannot become routine.
For any closure, the City should provide an alternate pedestrian route with a **continuous clear width (48 inches minimum)** and proper channelization/signage.
Council action requested: Direct Public Works/ADA/Code Compliance to (a) immediately restore passable sidewalks, (b) relocate facilities out of the pedestrian access route, and (c) implement an enforceable “sidewalk must remain passable” standard with routine inspections and public reporting.

GARBAGE

2) Stormwater pollution and public health (PFAS + bacteria + hazardous debris)

Garbage piles and long-running street camping conditions near storm drains are a predictable pathway for **stormwater contamination**. Washington State Ecology recognizes **stormwater** as a potential source of bacteria contamination, and fecal coliform is an indicator of pollution from human/animal waste that can affect public health and environmental quality.
I'm also concerned about **PFAS**. PFAS are widely used in consumer products, including **waterproof/water-resistant textiles and outdoor gear**, and research shows PFAS can be associated with and released from such materials as they age and wear.
The City itself acknowledges PFAS as a major issue and is investing heavily in treatment—**$25 million** has already been secured for PFAS treatment improvements at Water Station 4 (including a **$10 million low-interest loan** and **$15 million** in DWSRF funding).
Regional reporting has noted Vancouver may need to raise **on the order of $210 million** for PFAS-related drinking water work overall.
Council action requested: Treat upstream prevention as part of the solution:

- Direct targeted cleanup and **stormwater BMPs** (enhanced sweeping, catch-basin cleaning, litter control).
- Require a plan for **routine sanitation** that prevents debris from entering storm drains.
- Order **baseline testing** (as appropriate) for bacteria indicators at key outfalls and evaluate whether targeted PFAS screening is warranted near chronic debris accumulation points (so we are using data, not guesses).

3) Fairness and compliance with existing rules

The City states that **garbage service is required at all residences** in Vancouver per municipal code.
Residents and businesses are expected to comply. It is not reasonable to allow long-term, visible right-of-way dumping conditions to persist year after year in the same area.

4) "What is the plan?" (Bridge Shelter timeline vs street conditions)

I am aware the City is moving forward with the Bridge Shelter project. Current City information describes a shelter expected to open in **fall 2026** (described as **120 beds**).
Whatever one's view of shelter policy, that does not justify allowing ADA violations and stormwater pollution risks to continue for years in the interim.

Please respond with:

1. The department accountable for keeping sidewalks accessible at this location and the standard they will enforce.
2. A specific date for removing/relocating right-of-way obstructions and implementing an ADA-compliant alternate route when needed.
3. A sanitation + stormwater protection plan (schedule, staffing, and measurable outcomes).

Sincerely,
Peter Bracchi
Vancouver, WA

City Council Meeting Minutes

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

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

March 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 3/2/2026 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-03-02-26-2026031000/

First Supplemental Budget
(Approximately 1 hour)

Shannon Olsen, Budget Manager, shannon.olsen@cityofvancouver.us

Staff led Council through a discussion of the First Supplemental Budget.

Councilmember Perez was absent from the workshop.
Councilmember Hansen was late to the workshop.
Councilmember Stober joined the workshop remotely.

Engagement and Access Department Update
(Approximately 30 minutes, to immediately follow the previous workshop)

Joy Fowler, Engagement and Access Director, Joy.Fowler@cityofvancouver.us

Staff led Council through a discussion of the Engagement and Access Department Update.

Councilmember Perez was absent from the workshop.
Councilmember Stober joined the workshop remotely.

Council Policy Update

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

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

Staff led Council through a discussion of the Council Policy Update.

Councilmember Perez was absent from the workshop.
Councilmember Stober 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 CVTV cable channels 23 or HD 323, or on the City's Facebook page, www.facebook.com/VancouverUS. Public access and testimony on Consent Agenda items and under the Community Forum were also facilitated in person and via the GoToMeeting conference call.

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit: https://www.cvtv.org/video/vancouver-city-council-03-02-26-2026031001/

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

Pledge of Allegiance

Call to Order and Roll Call

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

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

Absent: *Councilmember Perez*

Motion by Councilmember Harless, seconded by Councilmember Hansen, and

Yes: 6, No: 0, Abstaining: 0, to excuse Councilmember Perez from the meeting. Absent from vote: Councilmember Perez.

Councilmember Stober joined the meeting remotely.

Proclamations

World Kidney Day / Kidney Disease Awareness Month

Mayor McEnerny-Ogle read and presented a proclamation to Adrian Miller, Board Member of The Dialysis Patients Citizens, proclaiming March 12 as World Kidney Day, and March 2026 as Kidney Disease Awareness Month.

Music in Our Schools Month

Mayor McEnerny-Ogle read and presented a proclamation to Jessica Wager, President of SW Wind Symphony, proclaiming March 2026, as Music in Our Schools 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.

At the beginning of the meeting, Mayor McEnerny-Ogle stated the applicant for Item 9, Ordinance for the 58th Street Rezone Reapplication, withdrew their application and asked for a motion to remove Item 9 from the agenda.

Motion by Councilmember Paulsen, seconded by Councilmember Fox, and Yes: 6, No: 0, Abstaining: 0, to remove Item 9 from the agenda. Absent from vote: Councilmember Perez.

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

- *Paul Burgess, Vancouver*
- *Natasha Ramras, Vancouver*
- *Bruce Barnes, Vancouver*

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

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

Council pulled items 4-6 for discussion.

Motion by Councilmember Fox, seconded by Councilmember Harless, and Yes: 6, No: 0, Abstaining: 0, to approve Items 1-3, 7 and 8 on the Consent Agenda. Absent from vote: Councilmember Perez.

Councilmember Fox recused herself from Items 4 and 5 on the Consent Agenda and left the room during the vote.

Motion by Councilmember Hansen, seconded by Councilmember Paulsen, and Yes: 5, No: 0, Abstaining: 1, to approve Items 4 and 5 on the Consent Agenda. Absent from vote: Councilmember Perez. Councilmember Fox Abstained.

Motion by Councilmember Paulsen, seconded by Councilmember Harless, and Yes: 6, No: 0, Abstaining: 0, to approve Item 6 on the Consent Agenda. Absent from vote: Councilmember Perez.

1. Bid Award — Marine Park Wastewater Treatment Facility Aeration Basin Improvements - ITB 26-4

Staff Report: 039-26

Request: On Monday, March 2, 2026, award a construction contract for the Marine Park Wastewater Treatment Facility Aeration Basin Improvements Project to the lowest responsive and responsible bidder, Stellar J Corporation of Woodland, Washington at their bid price of $5,211,520.00, which includes Washington State sales tax, 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.

Frank Dick, Wastewater Treatment Program Manager, frank.dick@cityofvancouver.us

Motion approved the request.

2. Contract Amendment — Approval of Threshold Increase for Services Provided by ACE Parking - C-101806

Staff Report: 040-26

Request: On Monday, March 2, 2026, authorize the City Manager, or designee, to execute Amendment No. 1 to contract C-101806 between the City of Vancouver and ACE Parking. Increase the not-to-exceed amount by $300,000 to a total of $600,000.

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

Motion approved the request.

3. Contract Amendment — Approval of Threshold Increase for Services Provided by Passport Parking Inc. - C-100069

Staff Report: 041-26

Request: On Monday, March 2, 2026, authorize the City Manager, or designee, to execute Amendment No. 2 to contract C-100069 between the City of Vancouver and Passport Parking Inc. and increase the not-to-exceed amount by $300,000 to a total of $750,000.

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

Motion approved the request.

4. Connecting Housing to Infrastructure Program (CHIP) Agreement Authorization

Staff Report: 042-26

Request: On Monday, March 2, 2026, authorize the City Manager, or designee, to negotiate and execute agreements associated with the 2025 and 2026 CHIP grant awards; authorize the City Manager to take any legal action necessary to enforce the terms of the same.

Ian Alger, Housing Project Planner, Ian.Alger@cityofvancouver.us

Motion approved the request.

5. Commerce Climate Planning Grant

Staff Report: 043-26

Request: On Monday, March 2, 2026, authorize the City Manager, or designee, to accept a Climate Planning Grant from the WA Dept. of Commerce ("Commerce") and execute the Climate Planning Grant Agreement between the City of Vancouver and Commerce for $275,000.

Rebecca Small, Senior Policy Analyst,
rebecca.small@cityofvancouver.us

Motion approved the request.

6. Resolution Establishing a Small Business Revolving Loan Fund

A RESOLUTION of the City Council of Vancouver, Washington, authorizing the establishment of a Small Business Revolving Loan Fund (RLF) to support qualifying small businesses in the City of Vancouver and the Fourth Plain for All Investment Area, and authorizing the City Manager or designee to enter into an agreement with Business Impact Northwest dba Seattle Economic Development Fund to administer the RLF and provide capacity-building support to develop a local community-based Non-Profit CDFI.

Staff Report: 044-26

Request: On Monday, March 2, 2026, finalize and approve the resolution authorizing the City Manager, or designee, to establishing a Small Business Revolving Loan Fund (RLF) to support qualifying small businesses in the Fourth Plain for All Investment Area (FPIA) and, over time, citywide; and authorizing the City Manager, or designee, to (1) enter into an agreement with Business Impact Northwest to administer the RLF and provide capacity-building support to a local community-based organization to pursue nonprofit Community Development Financial Institution **(**CDFI**)** certification, and (2) execute related loan documentation necessary to capitalize and operate the RLF.

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

Motion adopted Resolution M-4373 to approve the request.

7. Resolution Establishing Product to Market Program

A RESOLUTION of the City Council of Vancouver, Washington, establishing the Product to Market Program to support small businesses and consumer product entrepreneurs in accessing markets, production resources, and multi-channel retail opportunities through partnerships with community-based organizations, educational institutions, and business development providers.

Staff Report: 045-26

Request: On Monday, March 2, 2026, finalize and approve the resolution authorizing the City Manager, or designee, to negotiate and issue a Request for Proposal (RFP) and enter into a contract with one or more

qualified nonprofit community-based organizations to administer the Product to Market Program, using $250,000 in 2025-26 Biennial Budget and 2025 Spring Supplemental support, 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

Motion adopted Resolution M-4374 to approve the request.

8. Approval of the Claim Vouchers

Request: Approve claim vouchers for March 2, 2026.

Motion approved claim vouchers in the amount of $4,419,987.38.

Public Hearings

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

9. Ordinance 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

At the beginning of the meeting, Mayor McEnerny-Ogle stated the applicant for Item 9, Ordinance for the 58th Street Rezone Reapplication, withdrew their application and asked for a motion to remove Item 9 from the agenda.

Item 9 was removed from the agenda and no public hearing was held.

10. 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, March 2, 2026, upon second reading and a public hearing, finalize and approve the ordinance amending the bylaws for the Downtown Redevelopment Authority (DRA).

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

Jeffrey Towery, Deputy City Manager, provided an overview of the Amendment to Downtown Redevelopment Authority Bylaws.

Council discussed the item briefly with staff.

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

- *Bruce Barnes, Vancouver*
- *Natasha Ramras, Vancouver*
- *Bronson Potter, Vancouver*

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

So moved by Councilmember Stober, seconded by Councilmember Hansen, and Yes: 5, No: 1, Abstaining: 0, to remand the Item back to staff to amend the language of the ordinance. Absent from vote: Councilmember Perez. Councilmember Fox voted No.

Communications

A. From the Council

B. From the Mayor

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 McEnerny-Ogle opened the Community Forum and received testimony from the following community members regarding any matter:

- Bruce Barnes, Vancouver

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

Adjournment

7:48 p.m.

_____

Anne McEnerny-Ogle, Mayor

Attest:

_____

Lisa Brandl, City Clerk

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

From: [redacted]
To: City Council
Cc: citymanager@cityofvancouver.us; [redacted]
Subject: Staff Report 038-26- Amendment to Downtown Redevelopment Authority Bylaws
Date: Thursday, February 26, 2026 10:47:11 PM
Importance: High

You don't often get email from [redacted]. Learn why this is important

Mayor and Council: I am writing you in connection with the proposed ordinance you will be considering for adoption on March 2, 2026 regarding amending the Downtown Development Authority Bylaws.

My concerns about the proposed ordinance are two-fold: 1) usurping the independence and authority of the Downtown Redevelopment Authority ("DRA") and 2) whether such action in any way violates the Bond Documents associated with the financing of the Vancouver Hotel and Convention Center.

In my time as City Attorney, I worked closely with the City's bond counsel in structuring the bond offering and sale to finance the Hotel and Convention Center in 2003. The financing structure, as bond counsel later described it, was one of the most complex he had ever work on. That complexity was carried over to the 2013 refinancing of the bond debt. The DRA's role in the bond financing structure was predicated on a level of independence from the City. That is reflected in both the City Code, the DRA's Charter and Bylaws and in the Bond Indenture documents. They include the following:

VMC 2.73.010(B) ("The authority is an independent legal entity exclusively responsible for its own debts, obligations and liabilities. All liabilities incurred by the authority shall be satisfied exclusively from the assets and properties of the authority and no creditor or other person shall have right of action against the city, town, or county creating the authority on account of any debts, obligations, or liabilities of the authority.")

VMC 2.73.080(A) ("All corporate powers of the authority shall be exercised by or under the authority of the board of directors; and the business, property and affairs of the authority shall be managed under the direction of the board of directors, except as may be otherwise provided for by law or in the Charter.")

DRA Charter, § 6.01 ("Management of all Authority affairs shall reside in the Board.")

DRA Charter, § 6.03 ("The Board shall oversee the activities of the corporate officers, establish and/or implement policy, participate in corporate activity in matters prescribed by city ordinance, and shall have stewardship for management and determination of all corporate affairs.")

Section 7.08(h) of the Indenture states that "the Authority shall not, nor permit the City to, amend, modify or otherwise change its charter, bylaws or other organizational documents in any manner, other than as expressly permitted under Section 7.11."

Section 7.11.of the Indenture states that "The Authority shall not amend its charter or bylaws: (a) without the prior written consent of the City, (b) in any manner that would result in the inclusion of interest on any Bonds in gross income for federal tax purposes, or (c) without the prior written consent of the Trustee, in any manner that would materially and adversely affect the interest of the Owners of the Bonds.

The City Staff report consistently uses the phrase "correcting deficiencies" in DRA operations yet offers no evidence of what "deficiencies" it is referring to. In its long history of collaboration and

cooperation with the City, I have never heard of the DRA operations being questioned or its board operating in any way that is inconsistent with or in violation of the Interlocal Agreement between the DRA and the City or the related Bond documents. Over these several decades, the DRA Board has consistently and effectively carried out its obligations both to the City and to the bond holders as required in the Bond documents. Based on the article in the February 25, 2026 Columbian regarding the termination of the City's Chief Financial Officer and DRA Executive Director, Natasha Ramras and the subsequent attempt by the DRA Board to retain her as the ED, I can only conclude that the proposed ordinance is nothing more than a veiled attempt to obstruct and prevent Ramras from continuing on in her capacity as the DRA ED as sought by the DRA Board. If her continued role as DRA ED poses some kind of threat financial or otherwise to the City, then the City should have the wherewithal to explain why her role "would materially and adversely affect the interests of the Owners of the Bonds" as set forth in Section 7.11 of the Bond Indenture as quoted above.

At the very least, I ask the City Council to delay passage of the proposed ordinance until you request and receive an opinion from experienced bond counsel that the proposed ordinance is not in conflict with the Bond documents that are superior to and controlling of a City ordinance.

Respectfully,

Ted H. Gathe

From: JAMES LUCE
To: City Council
Subject: Downtown Development Authority: Ordinance and Policy
Date: Saturday, February 28, 2026 11:14:45 AM

Friends
I am troubled by this issue.
First, because of the significant legal issues former City Attorney Gathe raised in his memorandum to you, and second, because it suggests a broken relationship between the City Manager and the Chief Financial Officer is driving this which could have been resolved without being elevated.
As regards the Development Authority Ordinance, I do not understand the need for change. The Development Authority appears to work well with the City. And Mr. Gathe's memorandum raises substantial legal issues which I hope you will review with bond counsel before acting.
Thank you for considering my views,
James Luce
[redacted]
Vancouver, Washington 98661

From:	PETER BRACCHI
To:	City Council
Cc:	HART Team
Subject:	City council 3/2/26 Formal Demand for Policy Review and Accountability – 2017 Share House Encampment Strategy
Date:	Friday, February 27, 2026 8:52:49 AM
Attachments:	ShareHouse-UEplan.pdf Screenshot 2026-02-24 at 6.48.10 PM_Original.PNG Screenshot 2026-02-25 at 3.00.18 PM_Original.PNG

Subject: Formal Demand for Policy Review and Accountability – 2017 Share House Encampment Strategy

Mayor, Members of the City Council, and City Manager,

In February 2017, the City of Vancouver drafted the document titled *"Share Homeless Encampment: Draft Options for Post Clean-up City Stance."* The City chose the "containment" strategy — formally allowing encampment within defined public rights-of-way along W. 12th Street and Lincoln Street under a system of "tolerance thresholds."

That decision was not accidental. It was deliberate policy.

The 2017 memo explicitly warned that formally establishing a camp could:

• Attract additional campers
• Create a new baseline difficult to reverse
• Require ongoing and repeated city cleanups
• Produce concentrated solid waste impacts

Those warnings proved accurate.

For eight years — under the same mayoral leadership and continuous administrative oversight — the corridor surrounding the Men's Share House has experienced:

• Chronic ADA sidewalk obstruction
• Repeated solid waste accumulation and biohazard debris
• Open fires and fire response
• Police call volume
• Recurring city-funded cleanups
• Visible discharge risk into the municipal stormwater system

This is no longer a temporary condition. It is the sustained outcome of a chosen strategy.

The City is subject to the Western Washington Phase II Municipal Stormwater Permit, which requires use of All Known, Available, and Reasonable methods of prevention and control (AKART) and mandates reduction of pollutants to the Maximum Extent Practicable (MEP).

The question is unavoidable:

How can the City require compliance from businesses and residents while knowingly allowing a chronic, concentrated pollution source to persist within a publicly managed corridor?

If the City has environmental monitoring data for this corridor, it should be released. If it does not, that absence itself raises serious concerns.

Operational responsibility for enforcement, public works response, and environmental compliance ultimately flows through the City Manager's office. Policy oversight rests with the Council. Eight years of recurring impacts without structural correction indicates a failure of evaluation and adjustment at both levels.

Compassion is not in conflict with accountability. But tolerance without boundaries becomes neglect — of environmental standards, ADA civil rights protections, neighborhood stability, and taxpayer resources.

Accordingly, I formally request that Council:

1. Direct staff to produce a full accounting (2017–present) of cleanup expenditures, contracted biohazard services, equipment deployment, and city labor hours associated with this corridor.

2. Release any environmental sampling or stormwater impact data collected in the immediate vicinity.

3. Clarify whether the 2017 tolerance framework remains active policy and whether it has ever undergone formal performance review.

4. Establish measurable benchmarks and a corrective action plan addressing ADA compliance, environmental protection, and public safety.

5. Provide a public timeline for reevaluation of this corridor strategy.

Eight years is not a temporary measure. It is institutionalized policy.

The public deserves transparency, measurable accountability, and a strategy that protects both vulnerable individuals and the broader community.

Please include this correspondence in the public record for the next Council meeting and provide a formal written response.

Peter Bracchi

Vancouver WA

From:	Chavers, Tyler
To:	King, Dave
Cc:	Eiken, Chad; Young, Jonathan; Sheehan, Peggy
Subject:	Chavers"s thoughts on Draft policy for post Share camp cleanup
Date:	Friday, February 17, 2017 9:04:00 PM
Attachments:	Draft Options Post Clean-up Stance.docx image001.png image002.png

All,

Based on my experience over the past couple of years I have 2 words, "I agree".

Given enough time and brainstorming I am guessing we could come up with even more options than the two contained in the attached draft, however, in my opinion, these really are the two options we are confronted with.

Either, 1) manage the homeless in place with some aggressive rules which we clearly communicate regularly to the homeless
or 2) deal with the impact in the surrounding area, neighborhoods, etc of dispersal and aggressive enforcement – IF we can even justify the expense of aggressive enforcement. There will be dollar expense of processing arrests, storing property, potential for confrontation/injury/medical to both the homeless and the officers (the same risk we face with any arrest), as well as the social/political cost of making the news, "police declare war on the homeless". Of course, I exaggerate, but only a bit. There will be fallout and it will come with a cost.

Clearly, we are already doing Option 1….by default. The real difference is the sloppy way Option 1 is being done now, and "tightening it up" with the added "strict enforcement of the rules (trash, no hardening of camp sites, etc)", and the communication piece would make it that much better. With clear, consistent, and regular communication I believe we will have buy-in from the majority of the homeless in that area. And, with buy-in, comes compliance with expectations. Only the toughest minority who ignore or fail to comply with the rules would need to be handled by law enforcement via arrest or removal.

** *Note, I do NOT believe we need to or should tell the homeless they are allowed to camp there.* Rather, I would simply imply that IF they follow the rules then we will not make the move or tear down every single day – BUT that we will need to do major camp cleanups every 4 to 6 weeks for health and sanitation reasons. This allows us the discretion of employing the Unlawful Camping/Storage Ordinances if we need to use them as a tool in the field.

As far as the Cons for Option 1 – here is my rebuttal.
1- this area is ALREADY an unofficial established camp, and we don't need to make it official. We will simply establish rules for which we won't make them tear down their sites every day. If word of mouth had not already brought more to the area, I doubt we are going to see any more than we currently do. The numbers have been steady at about 35 to 40 since last fall.
2- the enforcement has already been different in this area than out in the parks, trail systems, private property, river front, etc. Again, I think we get around this issue by not officially allowing camping, we simply "reward" good behavior (strict rule following) with letting them leave their site up. But, we need to make it strict to send a message – any violations mean getting cited or arrested and having all the stuff

removed (stored).
3- I don't like changing enforcement behavior based on what people might think, because most of the time they are wrong. The City is not enabling camping. These are homeless people with no other options for the most part. Many are getting transitioned out of the lifestyle, slowly, and 1 or 2 at a time. The system is simply overwhelmed. Voters taxed themselves $42 million to help the homeless, of course that is going to look like enabling to some….so what? And, again, there is no new baseline…..we are ALREADY there. Any changes would be different and garner attention from social service, media, etc.
4- we have already gotten away with less than one trip around the block weekly to remove the solid waste. AND, there is a new program just starting up which will alleviate some of that as well. We will still need to make regular trips down there to remove waste, enforce the rules, and keep them 'conditioned' to regular sanitation move outs. We will not be doing this more frequently, if anything, will be doing it less frequently.

As far as Option 2 – moving to this option would be moving away from Option 1, which we are currently doing, but not well. Option 2 would make a handful of people happy, while making dozens and dozens of other people unhappy. Whereas Lincoln Place took 30 of the worst-of-the-worst off the street and housed them in one place, so does the encampment around Share House. If we disperse them we will deal with more calls for service regarding trespassing, unwanted, disturbances, etc all over the area – Hough Neighborhood, Esther Short, downtown businesses, the parks, parking garages, business bathrooms, lobbies, restaurant tables and booths, etc. And, that would just be the daytime issues. At night they would return to their camps wherever they can hide them away from public view….or in public view creating more calls for service. We will simply chase the same issue around all over the place….as we were doing a couple of years ago before they concentrated around the Share House. I can speak more to this in person….too much to type.

Probably the most poignant point in the whole draft is the last Con in the Option 2 column. Yes….the homeless will return to the Share House area….no matter what. There is right-of-way there, and they know they can camp in the right-of-way. Short of aggressive enforcement we will not keep them from setting up there at night.....which is perfectly legal….and they will be there in the morning to deal with.

I am all for Option 1 as written or as edited, tweaked, and finalized.

As Lou in the Columbian pointed out….Homelessness is a complicated issue,
Tyler

Tyler Chavers | N.P.O.
Neighborhood Police Officer - District 1

Vancouver Police Department – West Precinct
605 E Evergreen Blvd Vancouver, WA 98661-3812
P: (360) 487-7447 | **C:** (360) 518-2310 | **F:** (360) 694-1621
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From: King, Dave
Sent: Tuesday, February 14, 2017 8:49 AM
To: Chavers, Tyler
Subject: FW: Share Encampment Follow-up

Thoughts?

From: Lester, Mike
Sent: Monday, February 13, 2017 8:38 AM
To: Foster, Amy; King, Dave
Subject: FW: Share Encampment Follow-up

Amy & Dave,

Could I get some thoughts from you on this?

Mike

From: Eiken, Chad
Sent: Tuesday, February 07, 2017 12:19 PM
To: Potter, Bronson; Crawford, Lenda; Holmes, Eric; Young, Jonathan; McElvain, James; Lester, Mike; Carlson, Brian
Subject: Share Encampment Follow-up

All,
We are tentatively targeting February 23/24 as the dates for the next big clean-up (pending confirmation from Ops). This will be a major event similar to the Fall 2015 action, where notices will be posted, campers will be interviewed and possessions documented, debris will be removed, and unclaimed property will be tagged and stored. We will be involving service providers to be there in a supportive role. I'll be convening the same group that worked on the previous operation next week to coordinate functions such as street closures and debris management.

The real reason for this email though is to get your feedback on the attached draft strategy options for the encampment beginning on Day Zero after the clean-up. There are two strategies outlined: 1) Containment, and 2) Dispersal. Either approach has benefits, as well as potentially significant downsides, but I think unfortunately we are in the position of choosing the least worst option.

Please review this so we can have a follow-up discussion on this early next week.
Thanks, Chad

Share Homeless Encampment: Draft Options for Post Clean-up City Stance

February 7, 2017

Option 1: Containment of Encampment		Option 2: Dispersal of Encampment	
Goals	▪ Confine camping area to South side of 12th St. between Lincoln and King Streets, and the West side of Lincoln between 12th and 13th Streets ▪ Allow for camping in public right-of-way and, in exchange for campers adhering to strict rules, allow tents to stay up during the day and commit to a period where the camp will not be displaced. ▪ Improve collection of garbage/human waste ▪ Prevent/reduce items from being collected/stored ▪ Establish Tolerance Thresholds* (e.g. Prevent "hardening" of campsites with pallets and other materials, reduce collections of materials/bikes, ensure tents and RV's do not block vehicle travel ways, etc.) ***See next page** ▪ Communicate Tolerance Thresholds to Campers ▪ Enhanced enforcement including dispersal of camp would be triggered if boundary or tolerance thresholds are exceeded	**Goals**	▪ Disperse encampment following major clean-up of area by City ▪ Stake-off planter areas to discourage campers from returning ▪ Strict enforcement of VMC time periods for camping through added VPD/Code/Law resources ▪ Strict enforcement of camping in vehicles in and around Share ▪ Discourage Share and other groups from providing food to campers not housed at the shelter
Pros	▪ Compassionate approach allows for some camping with minimal disturbance (e.g. allow tents to stay up during the day to minimize disruption and stress such during bad weather) ▪ Recognizes reality that campers likely to stay for foreseeable future ▪ May be more in line with realistic resources to enforce VMC	**Pros**	▪ Relieves area around Share from negative impacts of increasingly permanent-looking encampment ▪ Responds to political/neighborhood pressure to "do something" ▪ Clear communication from City to Campers regarding standard of enforcement ▪ Consistency in enforcement with other areas of the city ▪ Less attractive to secondary criminal activity that might otherwise occur in the area if there are numerous vulnerable campers ▪ Reduces concentration of solid waste, including human waste ▪ Easier to stay on top of the situation
Cons	▪ Officially establishes a camp; may attract other campers by word of mouth ▪ One area of concentrated campers would have a different level of enforcement than in rest of city – VPD consistency concerns ▪ City acceptance of a new 'baseline' – may be harder to roll back; City seen as "enabling" homeless ▪ Accumulation of solid waste and debris means more frequent clean-ups by city	**Cons**	▪ Pushes campers to other areas of city, potentially impacting more neighborhoods ▪ More difficult for service providers to contact and help homeless who need counseling, medical assistance, or permanent housing ▪ City potentially viewed as being dispassionate, particularly if camp is dispersed when weather is bad ▪ Campers may return anyway which may necessitate a more heavy-handed approach (e.g. citations, arrests, etc.)

Share Homeless Encampment: Draft Options for Post Clean-up City Stance

February 7, 2017

DRAFT Tolerance Thresholds for Establishing a Limited Encampment

Premise: City would allow a limited encampment to remain in place without tents having to be dismantled daily, provided the below standards are observed:

- Tents may be placed in public rights-of-way (off of the street) along the south side of W. 12th Street between Lincoln and King Streets, and along the west side of Lincoln Street between 12th and 13th Streets only
- No hardening of campsites (e.g. with pallets, building materials, etc.)
- No tents or possessions shall be placed in the vehicle travel lanes or parking spaces
- No disposal of human waste/needles except in designated containers
- No open fires
- No collection of materials (e.g. bikes, building materials, etc.) that cannot reasonably be transported by an individual
- No obstruction of sidewalks during daylight hours
- No camping in vehicles, campers, trailers, etc.
- All garbage shall be disposed of in designated receptacles

City reserves the right to remove the encampment should the above rules not be followed by the campers, and upon reasonable notice to the campers

From:	Eiken, Chad
To:	Chavers, Tyler
Subject:	Re: Chavers"s thoughts on Draft policy for post Share camp cleanup
Date:	Saturday, February 18, 2017 2:39:04 PM

Thanks Tyler, excellent comments - I appreciate your insight. I think that's where we might end up. Chad

---

From: Chavers, Tyler <Tyler.Chavers@cityofvancouver.us>
Date: February 17, 2017 at 9:04:52 PM PST
To: King, Dave <Dave.King@cityofvancouver.us>
Cc: Eiken, Chad <Chad.Eiken@cityofvancouver.us>, Sheehan, Peggy <Peggy.Sheehan@cityofvancouver.us>, Young, Jonathan <Jonathan.Young@cityofvancouver.us>
Subject: Chavers's thoughts on Draft policy for post Share camp cleanup

All,

Based on my experience over the past couple of years I have 2 words, "I agree".

Given enough time and brainstorming I am guessing we could come up with even more options than the two contained in the attached draft, however, in my opinion, these really are the two options we are confronted with.

Either, 1) manage the homeless in place with some aggressive rules which we clearly communicate regularly to the homeless

or 2) deal with the impact in the surrounding area, neighborhoods, etc of dispersal and aggressive enforcement – IF we can even justify the expense of aggressive enforcement. There will be dollar expense of processing arrests, storing property, potential for confrontation/injury/medical to both the homeless and the officers (the same risk we face with any arrest), as well as the social/political cost of making the news, "police declare war on the homeless". Of course, I exaggerate, but only a bit. There will be fallout and it will come with a cost.

Clearly, we are already doing Option 1….by default. The real difference is the sloppy way Option 1 is being done now, and "tightening it up" with the added "strict enforcement of the rules (trash, no hardening of camp sites, etc)", and the communication piece would make it that much better. With clear, consistent, and regular communication I believe we will have buy-in from the majority of the homeless in that area. And, with buy-in, comes compliance with expectations. Only the toughest minority who ignore or fail to comply with the rules would need to be handled by law enforcement via arrest or removal.

****Note, I do NOT believe we need to or should tell the homeless they are allowed to camp there.*** Rather, I would simply imply that IF they follow the rules then we will not make the move or tear down every single day – BUT that we will need to do major camp cleanups every 4 to 6 weeks for health and sanitation reasons. This allows us the discretion of employing the Unlawful Camping/Storage Ordinances if we need to use them as a tool in the field.

As far as the Cons for Option 1 – here is my rebuttal.

1- this area is ALREADY an unofficial established camp, and we don't need to make it official. We will simply establish rules for which we won't make them tear down their sites every day. If word of mouth had not already brought more to the area, I doubt we are going to see any more than we currently do. The numbers have been steady at about 35 to 40 since last fall.

2- the enforcement has already been different in this area than out in the parks, trail systems, private property, river front, etc. Again, I think we get around this issue by not officially allowing camping, we simply "reward" good behavior (strict rule following) with letting them leave their site up. But, we need to make it strict to send a message – any violations mean getting cited or arrested and having all the stuff removed (stored).

3- I don't like changing enforcement behavior based on what people might think, because most of the time they are wrong. The City is not enabling camping. These are homeless people with no other options for the most part. Many are getting transitioned out of the lifestyle, slowly, and 1 or 2 at a time. The system is simply overwhelmed. Voters taxed themselves $42 million to help the homeless, of course that is going to look like enabling to some….so what? And, again, there is no new baseline…..we are ALREADY there. Any changes would be different and garner attention from social service, media, etc.

4- we have already gotten away with less than one trip around the block weekly to remove the solid waste. AND, there is a new program just starting up which will alleviate some of that as well. We will still need to make regular trips down there to remove waste, enforce the rules, and keep them 'conditioned' to regular sanitation move outs. We will not be doing this more frequently, if anything, will be doing it less frequently.

As far as Option 2 – moving to this option would be moving away from Option 1, which we are currently doing, but not well. Option 2 would make a handful of people happy, while making dozens and dozens of other people unhappy. Whereas Lincoln Place took 30 of the worst-of-the-worst off the street and housed them in one place, so does the encampment around Share House. If we disperse them we will deal with more calls for service regarding trespassing, unwanted, disturbances, etc all over the area – Hough Neighborhood, Esther Short, downtown businesses, the parks, parking garages, business bathrooms, lobbies, restaurant tables and booths, etc. And, that would just be the daytime issues. At night they would return to their camps wherever they can hide them away from public view….or in public view creating more calls for service. We will simply chase the same issue around all over the place….as we were doing a couple of years ago before they concentrated around the Share House. I can speak more to this in person….too much to type.

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Sent: Tuesday, February 14, 2017 8:49 AM
To: Chavers, Tyler
Subject: FW: Share Encampment Follow-up

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Sent: Tuesday, February 07, 2017 12:19 PM
To: Potter, Bronson; Crawford, Lenda; Holmes, Eric; Young, Jonathan; McElvain, James; Lester, Mike; Carlson, Brian
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All,

We are tentatively targeting February 23/24 as the dates for the next big clean-up (pending confirmation from Ops). This will be a major event similar to the Fall 2015 action, where notices will be posted, campers will be interviewed and possessions documented, debris will be removed, and unclaimed property will be tagged and stored. We will be involving service providers to be there in a supportive role. I'll be convening the same group that worked on the previous operation next week to coordinate functions such as street closures and debris management.

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Please review this so we can have a follow-up discussion on this early next week.

Thanks, Chad

From: Eiken, Chad
To: Sheehan, Peggy; Chavers, Tyler; King, Dave
Subject: Share Encampment
Date: Wednesday, February 22, 2017 8:45:37 AM

Hi Peggy, Tyler and Dave,
Yesterday I met with Eric, Lenda, Brian, Chief McElvain, Chief Lester, Bronson, and Jonathan to discuss what the City's stance will be following the clean-up, e.g. will we "embrace" the encampment, or require dispersal and make it difficult for the campers to move back in? It was a good discussion, with pros and cons of various approaches being debated. In the end, we decided that the best approach would be to take a firmer stance on enforcing the camping ordinance. While there is an understanding that this may push some campers into other locations that will cause other issues, this is seen as being the most defensible.

Probably the biggest change is that the campers would be required to take down their tents/camps during the day, or be cited. VPD and Code would make contact with the campers about once a week, though not on the same day of the week – as resources permit. The thought is that if campers have to dismantle their camps periodically, they won't be able to collect as much "stuff" or harden the campsites. The ordinance would also be applied consistently citywide, which had been another concern.

I'll be sending out an email to the broader group that will be involved in the clean-up, but wanted you to know first what the management team decided regarding "after the clean-up." I really appreciate your comments on what we should do, which helped inform the discussion.

Let me know if you have any questions. Thanks, Chad

From: ALAN KERR
To: City Council
Subject: 70-unit apartment proposal on 58th street
Date: Friday, February 27, 2026 9:51:51 AM

> You don't often get email from abkerrdog@comcast.net. Learn why this is important

Dear Council,
My family has lived on 57th circle for the last 25 years which is next to the proposed 70 apartments on 58th Street next to the Greenway. The Greenway is currently home to various wildlife and birds, and the evergreen trees on the property even have an owl family right now. I am hoping for a nesting pair this spring. I and others often walk the greenway enjoying a slice of heaven within our own neighborhood.
This area cannot accommodate 77 apartments, and the new proposal of 70 apartment is ludicrous. How is the reduction of only 7 apartments an improvement? Even the 56 apartments allowed are pushing what the wildlife, water and roads in the area can manage. Right now, we often have excessive traffic through our neighborhood due to avoidance of the "58th potholes" putting our pets and our neighborhood children at risk.
There is no way the developers can pledge to "protect" the trees and once they are cut down, they are gone. Hundred-year-old trees will be destroyed. I have been on many construction sites in my profession and know what needs to be done to prepare and build on this small of a site. Have you visited the proposed site to view the trees?
Adding this much blacktop with runoff will damage the currently thriving waterway in the Greenway and overwhelm the current storm water/drainage system in place for this area resulting in catastrophic failure as we already have issues when experiencing heavy rainfall.
The 77 units (R-50 Rezone) have already been rejected by the City Council in August 2025, and a compromise was reached which was not good enough for Sunlight and they refused to sign the agreement. They are only interested in maximin profit and have shown they do not want to compromise or be bound by contractual accountability, which includes protection of the area.
Please do not grant Sunlight's request for 70 apartments. I am afraid that even the 56 apartments will force me out of my home where my children grew up and I will need to sell before the market value of my home plummets.
Thank You,
Barbara Johnson Kerr
[redacted]

From: Cynthia LeBaron
To: City Council
Subject: 58th St. rezoning
Date: Sunday, March 1, 2026 8:21:06 AM

[You don't often get email from lebaroncindy@yahoo.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Dear Council Members,

I am a resident who lives near the property considered for rezoning on 58th St. and I write to ask that you vote AGAINST the rezoning proposal.

I do not object to the property being developed into multi family units, but I strongly object to a 5 story building in that location. The property sits between two open areas and something of that height would stick up like a sore thumb! A 3 story building would fit into the neighborhood much better and still allow needed, additional housing.

I also am concerned by the number of units the new zoning would allow.Rezoning would bring hundreds of new cars every day. 58th Street is a two lane neighborhood artery and was not designed for heavy traffic. Additionally, with a park and a school very close, the increased traffic would pose an increased danger to pedestrians. The promised crosswalk would do little to ease my concerns.

The developer has made some stated concessions to concerns regarding height, pedestrian safety, noise, drainage and landscape, but he refuses to put those concessions into writing in a development agreement. If the rezoning is approved, there is little that can be done if he ignores those issues.

Please vote AGAINST the rezoning request for 58th Street and keep the area the neighborhood we chose to make our homes!

Thank you,
Cynthia LeBaron
[redacted].

Sent from my iPad

From: tx-cherri@sbcglobal.net
To: City Council
Subject: 58th Street Rezone
Date: Sunday, March 1, 2026 10:24:53 AM

You don't often get email from tx-cherri@sbcglobal.net. Learn why this is important

To The City Council Regarding 58th St Rezone:

Our Walnut Grove association voted **"NO"** on the R-35 classification for apartments on 58th Street. How many times do we have to vote NO to get you to notice we don't want high density apartments around here. We have a public park now, that will be improved with swings and playground equipment. That means there will be more than just children walking to and from the school on 72nd Street. There will be children frequently on 58th street.

Several council members would only entertain R-35 if a Development Agreement was signed with the following simple requirements:

1) Prohibit the 125% density bonus and prevent the 70-unit plan previously rejected in August.
2) Legally mandate the protection of evergreen trees, as pledged.
3) Require compliance with the Green Building Policy to protect wildlife, water, and reduce emissions for Shaffer Park and the Stormwater Treatment Facility.

Sunlight refused to sign this agreement.

Despite our Association's "NO" vote on R-35, we were asked to compromise. Then, Sunlight didn't compromise even on the preservation of a few trees. Sunlight proved they don't want to build responsibly. **So should Walnut Grove compromise? No.**

I am a resident of Walnut Grove and I strongly *oppose* an R-35 rezone on 58th St. Thank you.

Cheryl Hummel

From: Jared Welch
To: City Council
Subject: Public Hearing Comment – Staff Report 037-26, 58th Street Rezone (R-22 to R-35)
Date: Sunday, March 1, 2026 10:47:24 AM

You don't often get email from jwelch92@gmail.com. Learn why this is important

Hello, my name is Jared Welch and I live in the Walnut Grove neighborhood, just one block from the proposed rezoning at 7711 and 7809 NE 58th Street. I am writing to urge the council to reject the proposed R-35 rezone.

I want to be clear: I support more housing in Vancouver. But this proposal has some serious problems that I do not think have been resolved.

Several City Council and Planning Commission members asked the developer, Sunlight, to sign a Development Agreement. This would have held them to their stated promises, like retaining mature trees on the southern and western borders of the site and placing the building in the northeast corner. Sunlight said no. They said no because they want to keep the option to use the Transit Overlay District density bonus, which would push the project from 57 units up to 70. That is a 23% increase beyond what the base R-35 zone allows. It also means that every neighborhood protection discussed at this dais is unenforceable if this rezone passes without a signed agreement.

The current R-22 zoning already allows 36 to 45 units. That is real, meaningful density. The question before the council is not "housing or no housing." It is whether to give a developer additional zoning benefits when that developer has refused to make any binding commitments to the neighbors and council members who asked for them.

Please deny the R-35 rezone unless Sunlight agrees to a Development Agreement that caps density at the R-35 base allowance and puts their tree retention promises in writing. The city's Comprehensive Plan update is expected in June 2026, just a few months away. There is no rush here that justifies skipping the safeguards that council members themselves said were needed.

Thank you for your time.

Jared Welch

Walnut Grove Neighborhood

From: Landon Dodson
To: City Council
Subject: Public Hearing Comment – Staff Report 037-26, 58th Street Rezone (R-22 to R-35)
Date: Sunday, March 1, 2026 11:03:46 AM

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

My name is Landon Dodson and I live in the Walnut Grove neighborhood, about a block from the properties at 7711 and 7809 NE 58th Street. I am asking the council to vote no on the R-35 rezone.

I support building more housing in Vancouver. That is not what this letter is about. This letter is about a developer who was asked to make binding commitments to this neighborhood and refused.

Members of both the City Council and Planning Commission asked Sunlight to sign a Development Agreement. The agreement would have locked in the promises they already made, keeping mature trees along the south and west edges of the property and putting the apartment building in the northeast corner of the site. Sunlight turned them down. Their reason was straightforward: they want the option to use a density bonus under the Transit Overlay District, which would take the project from 57 units to 70. Without a signed agreement, there is nothing stopping them from doing exactly that, and nothing holding them to any of their other promises either.

It is worth pointing out that the current R-22 zoning already permits between 36 and 45 units on this site. The neighborhood is not opposed to growth. We are opposed to handing over additional zoning benefits to a developer who will not put anything in writing.

The city is also planning a full Comprehensive Plan update this coming June. Waiting a few months to let that process play out seems reasonable given the circumstances.

I hope the council will vote to deny this rezone until Sunlight is willing to sign a Development Agreement with real, enforceable terms.

Thank you,

Landon Dodson

Walnut Grove Neighborhood

From: CHARLES BRASHER
To: City Council
Subject: Fwd: Item # 9: 58th Street Rezone Public Hearing
Date: Sunday, March 1, 2026 2:10:32 PM

You don't often get email from [redacted] Learn why this is important

Below is written testimony for the March 2rd Public Hearing on the 58th Street Rezone

The rezone application should be denied for the reasons listed below:
1) The Walnut Grove Neighborhood association voted no against it at our meeting on 12/12/25 and in addition many residents have submitted written and oral testimony against the proposed rezone.
2) The transit overlay district would allow the developer to to increase the now proposed 54 units to 70 units anyway, exactly as proposed before which was rejected by the City Council. The developer has used this before on projects like the 63rd street apartment complex.
3) The man who showed up dressed in a pineapple onesie and testified at the planning commission hearing insulting and belittling the residents concerns about the rezone we think was a paid actor brought in by the developer. Would any serious concerned resident of Vancouver do such a thing otherwise?
4) We feel that the principal planner Bryan Snodgrass has too close of a relationship with the developer. Whenever we raise concerns he always seems to give priority to the developer. Many times we feel as if our concerns don't matter and they get dismissed or passed over. As an example when one of the residents brought up the transit overlay district at the planning commission hearing and Bryan's comment was good catch on their part. Why did he not bring this up himself because surely he knew about it? Then when questioned on it by the planning commission he was only able to give vague answers on how it worked but the developer had just recently used it on his 63rd street apartment development.
5) The developer has a reputation for questionable building practices. Just look at some of his most recent developments: **1)** the 63rd street apartment complexes only exit point is onto the small residential 62nd street and then turning left onto 76th before finally getting to the main large road 63rd street. This has created a safety hazard for families living on 62nd as well as much unwanted congestion. The residents are still very upset about this. **2)** 90th street development in Clark County has the same problem with no exit from the apartment complex except onto small residential streets. A resident living in area impacted spoke to us about other highly irregular things that have happened prior to and during the apartment complex development. **Why should we the residents or you the City Council trust this developer to do the right thing?**
Thank you Charles Brasher & Betty Lavis
Residents of Robins Glen for 20+ years

From: CHARLES BRASHER
To: City Council
Subject: Fwd: Re: Item 9: 58th Street Rezone Public Hearing
Date: Sunday, March 1, 2026 2:24:41 PM

Trees on the 58th street on the two lots proposed for zoning change from R-22 to R-35

> > Please include this in the written testimony for the March 2, 2026 Public Hearing on the proposed zoning change for two lots on 58th street. Thanks
> >
> > The pictures are of the beautiful old trees that would be removed for the proposed development of the 1.6 acre site. An assessment of the trees on the property should be done before removing them. Vancouver is an official Tree City USA and therefore should pay special attention to trees that are hundreds of years old before removing them for development. Surely a development could be done that would leave some of the older ones in place. The R-22 zoning would allow development while leaving some of the trees. The developer for the proposed zoning change to R-35 would remove all of the trees except a few on east and west side. We are definitely against the proposed zoning change and strongly recommend that the Planning Commission reject it! I would also request that members of the Planning Commission go to the site and at least look at the trees before voting to remove them. Thank you. Betty Lavis & Charlie Braher
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> > Sent from my iPhone

From:	CHARLES BRASHER
To:	City Council
Subject:	Fwd: Written testimony for the March 2, 2026 Public Hearing, Item 9: 58th Street Rezone
Date:	Sunday, March 1, 2026 2:38:10 PM

Below is written testimony for the March 2, 2026 Public Hearing on the 58th Street Rezone

My name is Charles Brasher and I am a retired Registered Professional Environmental Engineer. My wife and I have lived in the Walnut Grove Robins Glen neighborhood for over 20 years. At the public hearing on August 11, 2025, when the proposed R-50 rezone was rejected by the City Council, the developer said they would not seek a R-35 rezone if the R-50 was denied. This was not true and here we are again looking at a proposed R-35 which will still let the developer build a large multi story luxury apartment building on a small lot in a inappropriate area. The project is the same as before only it is proposed to be a little smaller but can probably be changed during construction to be almost as big as the R-50. The developer has in fact changed very little, if anything, from the previous R-50 proposal. The R-35 proposal has the same problems as the original R-50 rezone proposal had. I will summarize those problems below.

1) **Streets and Traffic**

58th street between Andresen and Thurston Way is a designated school zone. School buses stop at 76th Ave and 58th street to pick up children for grade and high school. Walnut Grove Elementary School is nearby on 72nd Ave. Large portions of 58th street are narrow and without sidewalks and curbs and not just in front of the proposed development. It will be costly and difficult to put sidewalks and curbs in because of lack of available space. Another 300 plus cars on 58th street will only cause more congestion and safety issues. Many car accidents already occur on 58th street and I know because I was in one of them.

2) **Public Transportation**

The proposed development is not close to Public Transit. It is a long 4 block walk to Andresen on 58th street and which does not in many places have sidewalks and curbs. It is even a longer walk, a mile or more the the Van Mall Transit Center.

3) **Trees and Vegetation**

Both of the lots are heavily wooded with old beautiful trees most all of which will be taken out for the development. An assessment of the trees on the two properties should be done before removing them all. After all Vancouver is an officially designated Tree City USA. Also, why put a luxury multi story apartment building right in between Schaffer Park and the Water Quality Treatment and Storage Facility? Would not a lower density R-22 development be more appropriate given all the hard work by the city to purchase and maintain the community park and to keep water quality safe for people living in the city.

4) **Water Quality**

Directly south behind the property is a City of Vancouver Water Quality Storage and Treatment Facility. If R-35 is approved the proposed multi story apartment building would add an unacceptable amount of stormwater into the treatment facility. Also, it would add more people and pet waste into the treatment facility.

5) **Drainage Issues**

There is currently an abrupt 4 foot straight drop from the proposed development

property to the houses in Robins Glen area. This has caused ground water drainage problems from the proposed development site onto adjacent properties. This is with the site currently covered with vegetation and trees. Imagine how much worse it could be with a multi story apartment building and a concrete or asphalt parking lot.

6) **Conclusion**

This proposed R-35 zoning change from the current R-22 has all the same problems as the previously proposed R-50 zoning change and **should not be approved.**

From: Sandy
To: City Council
Subject: Final Hearing, March 2, 2026, for 58th St. Rezone
Date: Sunday, March 1, 2026 4:26:13 PM

You don't often get email from [redacted] Learn why this is important

City Council of Vancouver:

I am asking you to please reject the 58th St rezone from R-22 to R-35 at 7711 and 7809 NE 58th Street. Adding 70 units to the 1.6 acres would devalue the existing homes, 58th Street would need improvements and parking on 58th St. shouldn't be an answer when you overbuild a lot/area. We don't need more apartments. I recommend small row houses like the recent development on 80 Ct. with one lot used for overflow parking. That development has been a nice addition to the neighborhood. Especially because there is a parking lot for visitors and residences. It keeps the street open for safer traveling and bicycles.

Thank you for your consideration.
Sandra Caines
[redacted]

From: Deborah Petrie
To: City Council
Cc: Deborah Petrie
Subject: NE 58th Street Rezone Final Hearing Testimony
Date: Sunday, March 1, 2026 9:28:28 PM
Attachments: Vancouver City Council.pdf

> You don't often get email from [redacted]. Learn why this is important

Hello,
I am writing to submit a testimony, for the final hearing, regarding NE 58th Street Rezone. Please see the attachment for my written testimony.

Thank you for your time.

Sincerely,
Deborah Petrie

NE 58th Street Rezone
Vancouver, Washington
Written Testimony
By Deborah Petrie

Monday, March 2, 2026 at 6:30 p.m.

Good Evening Mayor and City Council,

My name is Deborah Petrie and I reside in Robin's Glen of the Walnut Grove Neighborhood. I strongly oppose an R-35 rezone on NE 58th Street. One concern I have is there has already been a significant increase in the housing density in my neighborhood. This past year more housing was built on NE 74th Court, and in the past ten years or so, NE 75th Avenue on both sides of NE 58th Street. This has created some residents, who live between NE 75th Avenue and NE 74th Court, to park on NE 58th Street due to lack of parking space on these streets. Some of the residents are parking close to NE 76th Avenue which blocks the view on the West side of NE 76th Avenue. Just the other day, I wasn't able to see if there were cars coming, from the West of NE 76th Avenue and pulled out onto NE 58th Street with a car closely approaching my vehicle, causing me to increase my speed to avoid a collision.

There's a very short sight distance to check for oncoming traffic no matter if a person is going North or South on NE 76th Avenue. I'm also concerned for pedestrian safety when crossing NE 58th Street at NE 76th Avenue. Even though there is a visible crosswalk, many vehicles do not stop or yield the right of way to pedestrians. There is a school bus stop at NE 76th Avenue and NE 58th Street which raises a very important safety concern.

To conclude, I am very concerned about the increase of traffic and parking space which is insufficient to handle vehicles and traffic.

Thank you for your time.

Sincerely,
Deborah Petrie

From: Dollar, Sarah
To: Dollar, Sarah
Subject: FW: Item #9: 58th Street Rezone Public Hearing
Date: Monday, March 2, 2026 1:20:27 PM

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

From: CHARLES BRASHER <[redacted]>
Sent: Monday, March 2, 2026 11:28 AM
To: City Council <council@cityofvancouver.us>
Subject: Item #9: 58th Street Rezone Public Hearing

The Walnut Grove neighborhood association has just been informed by head planner Bryan Snodgrass that the developer has withdrawn their application. What does this mean? Is there still a public hearing on Item #9 tonight at the City Council Meeting? The timing of this is very unusual and seems intent on causing chaos! Please help explain what is going on. We want Item #9 to be rejected tonight by the City Council. Thank you Charles Brasher

Dear City Council,

Please read the following statement into the record for the December 22, 2025 Regular City Council Meeting:

"My name is Kimberlee Shattuck.

For over thirty years I have applied to the City of Vancouver. I hold a master's in gerontology, a bachelor's in psychology, decades of behavioral-health and social-services experience, and I have been on SSDI since 2000 for a permanent physical/mobility disability. I have always disclosed my disability on every application.

In the last six years alone, I have submitted twelve City applications—including multiple Homeless Outreach Coordinator, Police Records Specialist, and Volunteer Coordinator roles that were reposted repeatedly—yet I have never once been referred for an interview.

What I have observed is a consistent pattern in which positions appear to be filled by pre-selected internal candidates or individuals with personal connections inside the City, while external applicants—particularly those who disclose disabilities—are either never advanced or brought in for interviews that do not appear competitive.

Last week I filed Public Records Requests **#C001213-112425** and a second request for aggregate disability data seeking the screening notes, scores, flags, and the actual numbers behind the City's "7% disability goal" (how many employees with physical disabilities were hired from the outside versus counted only after becoming disabled on the job).

I respectfully ask this Council to:

1. Direct staff to fully release both PDRs within 30 days.
2. Ensure all future hires are the result of genuine, competitive processes without pre-selection or favoritism.
3. Publicly report the true physical-disability hiring numbers and end any two-tier system.

Thirty years is long enough. Thank you.

Sincerely,

Kimberlee Shattuck

[redacted]

RECEIVED
NOV 26 2025
INFORMATION DESK
CITY OF VANCOUVER

City Council Meeting Minutes

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

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

March 16, 2026

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

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

The City Council Meeting was held on 3/16/2026 at 4:30 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-03-16-26-2026031012/

Community Forum Format
(Approximately 30 minutes)

Joy Fowler, Engagement and Access Director, Joy.Fowler@cityofvancouver.us

Staff led Council through a discussion of the Community Forum Format.

Councilmembers Hansen, Stober and Paulsen were absent from the workshop.

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

Rebecca Kennedy, Deputy Community Development Director, Domenique Martinelli, Senior Planner, rebecca.kennedy@cityofvancouver.us, domenique.martinelli@cityofvancouver.us

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

Councilmembers Hansen, Stober and Paulsen were absent from the workshop.

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 CVTV cable channels 23 or HD 323, or on the City's Facebook page, www.facebook.com/VancouverUS. Public access and testimony on Consent Agenda items and under the Community Forum were also facilitated in person and via the GoToMeeting conference call.

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit: https://www.cvtv.org/video/vancouver-city-council-03-16-26-2026031013/

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

Pledge of Allegiance

Call to Order and Roll Call

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

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

Absent: *Councilmember Paulsen, Councilmember Stober, Councilmember Hansen*

Motion by Councilmember Harless, seconded by Councilmember Perez, and Yes: 4, No: 0, Abstaining: 0, to excuse Councilmembers Hansen, Stober and Paulsen's absence. Absent from vote: Councilmember Paulsen, Councilmember Stober, Councilmember Hansen.

Proclamations

American Red Cross Month

Mayor McEnerny-Ogle read and presented a proclamation to Shelly Kroll, Board Member of Red Cross SW Region, proclaiming March 2026, as American Red Cross Month.

Developmental Disabilities Awareness Month

Mayor McEnerny-Ogle read and presented a proclamation to Angela Gomez, Clark County Developmental Disabilities, and Heather Bartholomew, Executive Director of Stephen's Place, proclaiming March 2026, as Developmental Disabilities Awareness Month.

Women's History Month

Mayor McEnerny-Ogle read and presented a proclamation to Tracy Reilly Kelly, Clark County League of Women Voters Historian, and Sally Hale, Chair, Communications of League of Women Voters of Clark County, proclaiming March 2026, as Women's 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.

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

- *Daniel Woods, Vancouver*

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

Consent Agenda

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

Council pulled items 21 and 22 for discussion.

Motion by Councilmember Perez, seconded by Councilmember Harless, and Yes: 4, No: 0, Abstaining: 0, to approve Items 1–20, and 23 on the Consent Agenda. Absent from vote: Councilmember Paulsen, Councilmember Stober, Councilmember Hansen.

Motion by Councilmember Fox, seconded by Councilmember Harless, and Yes: 4, No: 0, Abstaining: 0, to approve Item 21 on the Consent Agenda. Absent from vote: Councilmember Paulsen, Councilmember Stober, Councilmember Hansen.

Motion by Councilmember Fox, seconded by Councilmember Perez, and Yes: 4, No: 0, Abstaining: 0, to approve Item 22 on the Consent Agenda. Absent from vote: Councilmember Paulsen, Councilmember Stober, Councilmember Hansen.

1. Construction Acceptance - Pearson Pump Station Improvements

Staff Report: 046-26

Request: On Monday, March 16, 2026, accept the Pearson Pump Station Improvements Project and authorize release of bond, subject to receipt of all documentation required by law.

Sheryl Hale, Engineering Manager, sheryl.hale@cityofvancouver.us

Motion approved the request.

2. Bid Award - NE 60th Street Sewer Improvements - ITB26-8

Staff Report: 047-26

Request: On Monday, March 16, 2026, award a construction contract for NE 60th Street Sewer Improvements Project to the lowest responsive and responsible bidder, Midway Underground of Toledo, WA, at their bid price of $1,610,302.75, which includes Washington State sales tax, 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.

Sheryl Hale, Engineering Manager, sheryl.hale@cityofvancouver.us

Motion approved the request.

3. Bid Award - NE 65th Ave Sanitary Sewer Upsize - ITB26-7

Staff Report: 048-26

Request: On Monday, March 16, 2026, award a construction contract for NE 65th Avenue Sanitary Sewer Upsize Project to the lowest responsive and responsible bidder, Nutter Corporation of Vancouver, Washington, at their bid price of $1,757,188.54, 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.

Sheryl Hale, Engineering Manager, sheryl.hale@cityofvancouver.us

Motion approved the request.

4. Bid Award — City Hall Ground Source Heat Pump Well Relocation - ITB 26-05

Staff Report: 049-26

Request: On Monday, March 16, 2026, award a construction contract for City Hall Ground Source Heat Pump Well Relocation - ReBid Project to the lowest responsive and responsible bidder, Apex Mechanical of Battle Ground, WA, at their bid price of $4,613,120, 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.

Brian Taylor, Operations Superintendent, brian.taylor@cityofvancouver.us

Motion approved the request.

5. Bid Award — Airport Terminal Renovation — Evo Designs Enterprises LLC - ITB 26-02

Staff Report: 050-26

Request: On Monday, March 16th, 2026, in conjunction with accepting Federal Aviation Administration (FAA) Grant No. 3-53-0139-022-2026 for Airport Terminal Renovation, authorize the City Manager, or designee, to finalize and execute a contract for up to $658,240 with Evo Design Enterprises LLC for Construction of the Airport Terminal Renovation Project.

Meredith Fox, Airport Manager, meredith.fox@cityofvancouver.us

Motion approved the request.

6. Bid Award — 2026 East Curb Ramps Project - ITB 26-12

Staff Report: 051-26

Request: On Monday, March 16, 2026, award a construction contract for the 2026 East Curb Ramps Project to the lowest responsive and responsible bidder, and authorize the City Manager, or designee, to finalize and execute a contract with Halme Excavating, Inc., Battle Ground, Washington at their bid price of $344,074, which includes Washington State sales tax.

Chris Sneider, Senior Civil Engineer, chris.sneider@cityofvancouver.us

Motion approved the request.

7. Bid Award — Fourth Plain Blvd. – Mill Plain to Main St. — National Highway System Resurfacing Project — ITB 26-11

Staff Report: 052-26

Request: On Monday, March 16, 2026, award a construction contract for the W Fourth Plain Blvd – Mill Plain to Main St - NHS Resurfacing Project to the lowest responsive and responsible bidder, Lakeside Industries, Vancouver, Washington, at their bid price of $1,808,808, which includes Washington State sales tax, and authorize the City Manager or designee to finalize and execute the same.

Chris Sneider, Senior Civil Engineer, chris.sneider@cityofvancouver.us

Motion approved the request.

8. Contract Amendment - 2025 Pavement Preservation Project (072825) for Pavement Preservation in 2026 (072826) - C-101976

Staff Report: 053-26

Request: On Monday, March 16, 2026, authorize the City Manager, or designee, to finalize and execute an amendment to the Doolittle Construction, LLC, Bellevue, WA construction contract for the 2025 Pavement Preservation Contract Amendment for street preservation project for one additional year for their adjusted bid price of $3,781,479.50 for a total contract amount of $6,894,479.50, which includes Washington State sales tax.

Chris Sneider, Senior Civil Engineer, chris.sneider@cityofvancouver.us

Motion approved the request.

9. Contract Amendment - 2024 Joint Agency Slurry Seal Project Contract Amendment #2 - C-101617

Staff Report: 054-26

Request: On Monday, March 16, 2026, amend for the second time, the Blackline, Inc, of Vancouver, Washington construction contract for the 2024 Joint Agency Slurry Seal Project for asphalt sealing for one additional year for their adjusted bid price of $405,250, which includes Washington State sales tax.

Chris Sneider, Senior Civil Engineer, chris.sneider@cityofvancouver.us

Motion approved the request.

10. Contract Amendment — 1st Amendment to the Supply and Delivery of 5/8" through 2" Water Meters - C-101980

Staff Report: 055-26

Request: On Monday, March 16, 2026, authorize the City Manager, or designee, to execute Amendment No. 1 to contract C-101980 between the City of Vancouver and HD Fowler Company Inc. to increase the contract's not-to-exceed amount by $750,000, to a total of $1,050,000.

Brian Wilson, Operations Superintendent,
Brian.E.Wilson@cityofvancouver.us

Motion approved the request.

11. Contract Amendment — 1st Amendment to Supply and Delivery of Crushed Aggregate - C-101436

Staff Report: 056-26

Request: On Monday, March 16, 2026, authorize the City Manager, or designee, to execute Amendment No. 1 to contract C-101436 between the City of Vancouver and Tapani Inc. and increase the not-to-exceed amount by $700,000, to a total of $1,000,000.

Brian Wilson, Operations Superintendent,
Brian.E.Wilson@cityofvancouver.us

Motion approved the request.

12. Contract Amendment – Spending Limit Increase for Remittance Processing/Lockbox Services Agreement with Retail Lockbox Inc. - C-101009

Staff Report: 057-26

Request: On Monday, March 16, 2026, authorize the City Manager, or designee, to execute Amendment No. (3) to contract C-101009 between the City of Vancouver and Retial Lockbox Inc. Increase the not-to-exceed amount by $71,000 to a total of $371,000.

Amy Sorenson, Utilities Administration Manager,
Amy.Sorenson@cityofvancouver.us

Motion approved the request.

13. Contract Amendment — Increase in Contract Funding for Ergonomic Assessment and Early Intervention Services - C-101807

Staff Report: 058-26

Request: On Monday, March 16, 2026, authorize the City Manager, or designee, to finalize and execute an amendment to contract C-101807 with Work Right NW, to increase contract funding up to a maximum of $1,170,000.

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

Motion approved the request.

14. Contract Amendment - Bridge Shelter Project - Scott Edwards Architecture - C-101824

Staff Report: 059-26

Request: On Monday, March 16, 2026, authorize the City Manager, or designee, to execute Amendment No. 1 to contract C-101824 between the City of Vancouver and Scott Edwards Architecture. Increase the not-to-exceed amount by $88,382 to a total of $1,484,713.

John Kearns, Capital Projects Project Manager,
Kevin.Kearns@cityofvancouver.us

Motion approved the request.

15. Contract Amendment — 4th Amendment for the New Public Works Operations Campus Project Bldgs H/J Foundations Maximum Allowable Construction Cost

Staff Report: 060-26

Request: On Monday, March 16, 2026, authorize the City Manager, or designee, to execute Amendment No. 4 to the General Contractor Construction Manager agreement with Skanska USA Building Inc. of Portland, OR in the amount of $239,226.

Jason Olson, Capital Projects Project Manager,
Jason.Olson@cityofvancouver.us

Motion approved the request.

16. Professional Services Agreement — Business Planning, Master Planning and Engineering Design Services for the Vancouver Arts Hub – Phase 1

Staff Report: 061-26

Request: On Monday, March 16, 2026, authorize the City Manager, or designee, to execute a professional services agreement between the City of Vancouver and Opsis Architecture for the Business Planning, Master Planning, and Architectural and Engineering Design Services for the Vancouver Arts Hub Phase 1 for an estimated amount not to exceed of $411,793; authorize the City Manager to take any legal action necessary to enforce the terms of the same.

John Kearns, Capital Projects Project Manager, Kevin.Kearns@cityofvancouver.us

Motion approved the request.

17. Lease Agreement Amendment — Aero Maintenance Lease

Staff Report: 062-26

Request: On Monday, March 16, 2026, authorize the City Manager, or designee, to execute Amendment No. 1 to the Lease Agreement for Fixed Based Operations at Pearson Field Airport between the City of Vancouver and Aero Maintenance, Inc.

Meredith Fox, Airport Manager, meredith.fox@cityofvancouver.us

Motion approved the request.

18. Grant Award and Resolution — Airport Terminal Renovation Construction

A RESOLUTION authorizing the City of Vancouver to accept Federal Aviation Administration (FAA) Airport Infrastructure Grant No. 3-53-0139-022-2026 for the Construction and Inspection Services on the Airport Terminal Renovation Project at Pearson Field Airport.

Staff Report: 063-26

Request: On Monday, March 16, 2026, in conjunction with awarding the Airport Terminal Renovation bid to Evo Design Enterprises LLC, approve the resolution authorizing the City Manager, or designee, to accept Federal Aviation Administration (FAA) Grant No. 3-53-0139-022-2026 for the Airport Terminal Renovation Project.

Meredith Fox, Airport Manager, meredith.fox@cityofvancouver.us

Motion adopted Resolution M-4375 to approve the request.

19. Resolution for Grant Funding of Master Plan - Washington State Department of Transportation Airport Aid Grant Application 2026

A RESOLUTION authorizing the City of Vancouver to apply for a Washington State Department of Transportation, (WSDOT) Aviation Division, Airport Aid grant to fund the Airport Master Plan & Airport Geographic Information System (AGIS) project at Pearson Field Airport.

Staff Report: 064-26

Request: On Monday, March 16, 2026, finalize and approve the resolution confirming that Pearson Field and the City of Vancouver have sufficient funds to match a 2.5% Washington State Department of Transportation Grant contribution towards the cost of updating Pearson Field's Master Plan.

Meredith Fox, Airport Manager, meredith.fox@cityofvancouver.us

Motion adopted Resolution M-4376 to approve the request.

20. Right-of-Way Telecommunications Franchise Ordinance Agreement for Fatbeam, LLC, a Washington Limited Liability Company

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

Staff Report: 065-26

Request: On March 16, 2026, advance the ordinance on first reading, setting a date for second reading and public hearing on April 27, 2026.

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

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

Motion approved the request.

21. First Supplemental Budget

AN ORDINANCE relating to the 2025-26 Biennial Budget and making supplemental appropriations in various funds needed to meet certain necessary expenditures to be incurred in 2025-26 which were not and could not reasonably

have been foreseen at the time of adoption of the 2025-26 Budget; declaring an emergency and providing for an immediate effective date.

Staff Report: 066-26

Request: On Monday, March 16, 2026, advance the ordinance, setting the date for the second reading and public hearing for Monday, April 6, 2026.

Shannon Olsen, Budget Manager, shannon.olsen@cityofvancouver.us

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

Motion approved the request.

22. 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, March 16, 2026, advance the ordinance, setting the date for the second reading and public hearing for March 23, 2026.

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

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

Motion approved the request.

23. Approval of the Claim Vouchers

Request: Approve claim vouchers for March 16, 2026.

Motion approved claim vouchers in the amount of $21,934,579.59.

Communications

A. From the Council

B. From the Mayor

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 McEnerny-Ogle opened the Community Forum and received testimony from the following community members regarding any matter:

- Teresa Lancaster, Vancouver
- Heidi Sackos, Vancouver

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

Adjournment

7:24 p.m.

_____
Anne McEnerny-Ogle, Mayor

Attest:

_____
Lisa Brandl, City Clerk

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

From: City Council
To: Dollar, Sarah; Our Vancouver 2045
Subject: FW: Written Public Comment 3/16
Date: Monday, March 16, 2026 12:06:54 PM

Testimony – 3-16

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

From: Abby Hollopeter [redacted]>
Sent: Monday, March 16, 2026 11:49 AM
To: City Council <Council@cityofvancouver.us>
Cc: Loveita Morrison <[redacted]>
Subject: Written Public Comment 3/16

I am providing public comment on behalf of OWI Education Services:

March 16, 2026

Dear Vancouver City Council,

OWI Education Services is a Black-led, family-operated nonprofit based in Vancouver, Washington, dedicated to expanding equitable access to health, housing, and opportunity. We aim to collaboratively champion social justice with compassion while supporting marginalized communities affected by poverty and discrimination. We envision communities that are safe, inclusive, and compassionate, empowering marginalized individuals to forge equitable opportunities for themselves and their communities.

Our organization works directly with and for communities that are income-burdened and historically marginalized from civic and community engagement processes. We know firsthand that our vision will only become reality if we plan for it and build to make it happen. This means intentionally creating an environment that fosters inclusive community cohesion—social infrastructure designed to bring all community members together to take pride in their neighborhood and the spaces where they live, work, and play. We fully support the messages of the Comprehensive Plan Community Experience chapter, especially those recognizing that it is not enough to reduce barriers to encourage social connection—it also requires "culture-building, trust-building, and the intentional design of environments where historically excluded and marginalized communities can see themselves reflected, respected, and supported," as stated in the chapter.

We also wish to draw attention to the importance of the clause on innovation. The way we have always done things has failed marginalized communities and contributed to uneven and inequitable development and participation in civic processes. As a nonprofit, our reach can only go so far. It is up to the municipality to develop innovative solutions to drive real

progress toward our shared vision of a thriving, safe, and just community where everyone, including marginalized communities, can flourish.

We applaud Rebecca Kennedy and her team's work to engage communities often excluded from these processes. The Community Experience chapter reflects what we have heard consistently from our community members, and we urge you to hold these perspectives closely as the plan is finalized.

Thank you for your time and commitment to building a prosperous Vancouver.

Sincerely,

OWI Education Services

Abby Hollopeter (she/her)
Community Impact Coordinator
Book a time to meet with me!
Odyssey World International Education Services
([redacted]
www.odysseyworld.org

From:	Dollar, Sarah
To:	Dollar, Sarah
Subject:	FW: Written Comment - Vancouver City Council 3/16/26 Meeting - Item #22
Date:	Monday, March 16, 2026 12:05:37 PM
Attachments:	image001.png 20260316 - LTR.DGL to Council with Written Comments.pdf

Testimony – 3-16

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

From: Dan Lloyd [redacted]>
Sent: Monday, March 16, 2026 8:09 AM
To: City Council <council@cityofvancouver.us>
Cc: [redacted]
Subject: Written Comment - Vancouver City Council 3/16/26 Meeting - Item #22

> You don't often get email from [redacted] Learn why this is important

Please find written comment attached.

Daniel G. Lloyd
[redacted]
Seattle, WA 98101
Phone: [redacted]
E-mail: [redacted]
Web: http://www.lighthouselawgroup.com

THIS MESSAGE AND ANY ATTACHMENTS ARE PRIVATE AND MAY BE PRIVILEGED. IF YOU ARE NOT THE PERSON MEANT TO RECEIVE THIS MESSAGE, PLEASE NOTIFY THE SENDER, DELETE IT, AND DO NOT COPY OR SEND IT TO ANYONE ELSE.

March 16, 2026

Mayor Anne McEnerny-Ogle
Councilmember Bart Hansen
Councilmember Diana Perez
Councilmember Ty Stober
Councilmember Kim Harless
Councilmember Sarah Fox
Councilmember Eric Paulsen

Re: Proposed Ordinance Amending Bylaws of
the Vancouver Downtown Redevelopment Authority (#22)

Dear Mayor and Council:

Please accept this letter on behalf of the Vancouver Downtown Redevelopment Authority ("DRA") as written comment responding to the Staff Report and Proposed Ordinance set for initial consideration tonight. I will not repeat the reasons outlined in my February 22, 2026, letter why the proposed course of action is imprudent. Council has also heard from two former City Attorneys why the proposed erosion of the DRA's independence is ill-conceived. I sincerely hope that the City has consulted its retained bond counsel (Pacifica Law Group) to understand the ramifications of the proposed action. If not, it should do so before continuing down this course.

On March 2, 2026, this Council rightfully rejected the ordinance as proposed that would have completely transferred authority to select the DRA's Executive Director to the City Manager. Councilor Stober astutely expressed his "struggle … with current proposal to remove this entirely out of the DRA's hands." Unfortunately, the proposal now before the Council does little to give the Board the deserved flexibility to select the candidate *the Board* believes is best suited to serve in that role.

Much has been said about the history of the DRA Executive Director and the fact the position has been occupied primarily by a current employee of the City of Vancouver. The reality is only three persons currently employed by the City have held that role. Two of those individuals were the City's then Chief Financial Officer: R. Lloyd Tyler and Natasha Ramras. The Board readily accepted that arrangement because *the Board* believed Mr. Tyler and Ms. Ramras were, at the time, the most qualified person to do the job.

The current ordinance limits the possibility of who could possibly serve as Executive Director. As the letter from President Robertson and Secretary/Treasurer aptly note, limiting the candidates who can serve as Executive Director to only at-will City employees narrows the

candidate pool to possibly one candidate. It is an illusion to say the Board has a choice when the available option is singular.

If the City wants a say in the Executive Director selection, it absolutely can insist that *the Board*'s selection is subject to the City Council's or City Manager's confirmation. But the current ordinance provides no such opportunity. It vests the initial decision within the City Manager, whose decision is then subject to approval by the DRA Board. Particularly when the ordinance specifies that the eligible candidates are so few, there is little for the Board to do except blindly accept the candidate as proposed by the City Manager. If the Board is presented with a menu of one, it is absurd to call the decision a choice.

What is more striking about the current proposal is that its passage is supported by misleading statements. The Staff Report states, "***"A 2013 audit of PDAs by the State Auditor's Office cited a lack of oversight by sponsoring cities as a top concern for the State in monitoring the health and operations of established PDAs."*** A review of the source material confirms how misinforming this statement is. The referenced passage alluded to a few entities that had created public development authorities having zero involvement in the PDA's actions. The Auditor's recommendation to remedy this problem was to simply "[h]ave elected officials and/or staff from the creating entity attend audit exit and entrance conferences," which would have the effect of ensuring "they will be aware of any audit issues we identify":

Recommendations to entities that have created PDAs and PFDs

- Ensure PDA and PFD appointed officials receive training and guidance on what city, town or county laws are applicable. The Municipal Research and Services Center website has information specific to newly elected officials that may be useful. The links are:

  For City and town - created PDAs and PFDs
  http://www.mrsc.org/subjects/governance/newcityo.aspx

  For County-created PDAs and PFDs
  http://www.mrsc.org/subjects/governance/newcountyo.aspx

- Ensure board members take an active role in monitoring PDA and PFD operations.

- Have elected officials and/or staff from the creating entity attend audit exit and entrance conferences. Our Office will be asking these individuals to attend these meetings so they will be aware of any audit issues we identify.

- Monitor the financial health of the PDAs and PFDs. Such monitoring should examine whether the creating entity has the debt capacity to handle any PDA or PFD financial difficulty and determine if/when financial support is needed.

- Inform the State Auditor's Office when a new entity is created.

(Audit Report at p.8.) Not once in this report did the Auditor's office hint that the "seven out of the state's 64 PDAs and PFDs … on the list of having reportable financial conditions" alter their governance to break the wall of independence between creating entity and public development authority. The report cited can be found here in its entirety: Audit Report.

It goes without saying that the report is well over a decade old, and the Vancouver DRA has never been cited as evidencing financial concerns. To this end, the Council should heed its code:

> *The City Council* and state auditor *shall have no right, power or duty to supervise the daily operations of the authority*, *but shall oversee such operations only through their powers to* audit, *modify the Charter and bylaws* and to remove board members all as set forth in this chapter, *all for the sole purpose of correcting any deficiency and assuring that the purposes of the authority are reasonably accomplished*.

VMC 2.73.230 (emphasis added). While the City Council certainly has the right to "modify the Charter and bylaws," it can do so only to "correct[] any deficiency" and/or "assur[e] that the purposes of the authority are reasonably accomplished." VMC 2.73.230. At no point has anyone from the City (or anywhere) identified "any deficiency" in DRA operations. And at no point has anyone accused the DRA of falling short of fulfilling "the purposes of the authority."

On March 2, 2026, the Council conceded there is no "deficiency" or shortfall in "the purposes of authority" when its members identified the sole cited reason for this change: "a change of circumstance" as stated by Councilor Fox, which Councilor Paulsen clarified to mean an "adversarial" relationship stemmed by the DRA's Executive Director "taking active legal action against City of Vancouver."[1] Councilor Paulsen stated on March 2 that there was a need to determine which is the lesser evil: (a) the City's liability should it refrain from interfering with the DRA's desire to move forward with its current Executive Director, or (b) eroding the DRA's independence and injecting direct City oversight into the DRA's operations. Without question, the City faces much greater liability in the latter scenario. If the City supplies an Executive Director who mistakenly fails to honor the bond obligations, the City would then shoulder the liability for the $37.75 million balance on the bonds.

I reiterate the DRA's commitment to work collaboratively with the City in fulfilling the Authority's duty to "oversee the activities of the corporate officers, establish and/or implement

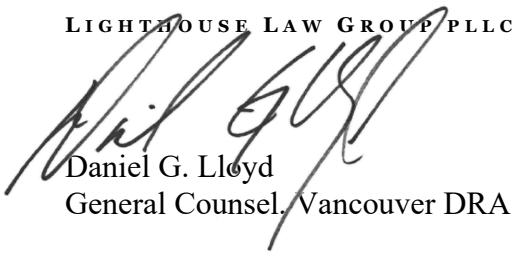
[1] The City's refusal to honor the DRA Board's desire to continue with Ms. Ramras as Executive Director existed long before Ms. Ramras filed a tort claim challenging the lawfulness of her separation. Ms. Ramras was separated on January 15, 2026. The City was actively trying to prevent Ms. Ramras from continuing in her role as Executive Director long before February 13, 2026, the date the referenced claims were filed. Consequently, the City's motivations in preventing Ms. Ramras from continuing to serve as Executive Director predate any "adversarial" relationship created by Ms. Ramras's claim.

policy, participate in corporate activity in matters prescribed by city ordinance, and … have stewardship for management and determination of all corporate affairs" of the DRA. (DRA Charter, § 6.03.) Sadly, this ordinance undermines Section 6.03 of the Charter's imposition on the Board to supervise the DRA Executive Director. (*Id*. § 6.03 ("*Subject to supervision by the Board of Directors*, the Executive Director shall have primary responsibility for all matters involving day-to-day operations of the Authority and shall make recommendations to the Board of Directors on practices, policies and programs of the Authority.") (Emphasis added).

The Board remains open to constructive dialogue with City Leadership if the City is so willing. I strongly urge the Council to reject it in favor of what Councilors Stober and Hansen proposed on March 2, namely leaving the decision of who to appoint as Executive Director with the independent Board of Directors, subject to subsequent confirmation by the City Council and/or City Manager.

Very truly yours,

LIGHTHOUSE LAW GROUP PLLC



Daniel G. Lloyd
General Counsel, Vancouver DRA

cc: Ms. Jan Robertson, DRA President
Ms. Kathleen Kee, DRA Secretary-Treasurer
Mr. Marc Fazio, DRA Board Member
Ms. Dyann Bernatz, DRA Board Member
Mr. Tom Donovan, DRA Board Member
Ms. Debra McCracken, DRA Board Member
Mr. Tyler Pace, DRA Board Member
Natasha Ramras, DRA Executive Director

From: City Council
To: Dollar, Sarah; Our Vancouver 2045
Subject: FW: Submission: Contact City Council
Date: Monday, March 16, 2026 12:03:16 PM

Testimony – 3-16

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

From: City of Vancouver, WA <noreply@cityofvancouver.us>
Sent: Sunday, March 15, 2026 9:16 AM
To: City Council <council@cityofvancouver.us>
Subject: Submission: Contact City Council

Contact the City Council

Name
Allison Drake
Email
[redacted]
Phone
[redacted]
Address
[redacted] Vancouver 98661 United States Map It
Subject
Share an Opinion of a City project or Initiative
Choose Recipient
All the Council
Message

Hello!

I’m writing to share a concern regarding the Evergreen Heights Neighborhood Association. While some individuals from the association have been communicating with you and speaking about the rezoning efforts, they do not represent the full range of perspectives within our neighborhood.

Participation in the association has been limited primarily to those who agree with a particular viewpoint. Questions or differing opinions are often not acknowledged, which means many residents are not being included in the conversation. I was shushed for pointing out the opportunities we've all had to provide feedback for rezoning, for example.

I want to note that many people in Evergreen Heights do feel that the city has listened throughout the rezoning process, from the One Tower proposal to the current efforts to improve Vancouver for everyone. I support thoughtful growth that allows people of different incomes to live in neighborhoods like ours and that strengthens the area as a connector for the community as a whole.

For context, the current association representatives were selected by fewer than 30 people in a neighborhood with hundreds of residents and with no notification to the residents that a vote was happening. I hope the city will consider the broader range of voices that exist within Evergreen Heights when evaluating feedback from the neighborhood.

I do ask that you require future developers to include parking beyond means and rooftop green spaces with local/native plants to reduce the impact on the environment as we mow down old growth for housing developments. Parking beyond need would minimize the impact on neighborhoods nearby and greenery reduces heat from concrete and allows birds to continue cohabitation.

Thank you for the work you and the city are doing to thoughtfully improve Vancouver. If you ever need an additional, fact-based perspective from someone in the neighborhood, I would be happy to help.

Sincerely,
Allison Drake
Neighbor of Evergreen Heights, Secretary of the non-profit Vancouver Music Organization, and local Insurance Agent

From: Dollar, Sarah
To: Dollar, Sarah
Subject: FW: DRA for Monday"s Council Meeting
Date: Monday, March 16, 2026 12:01:43 PM
Attachments: Letter from Jan & Kathleen.pdf

Testimony – 3/16

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

From: Kathleen kee [redacted]>
Sent: Friday, March 13, 2026 10:00 PM
To: City Council <council@cityofvancouver.us>
Cc: Jan Robertson [redacted]>
Subject: RE: DRA for Monday's Council Meeting

> You don't often get email from [redacted]. Learn why this is important

Greetings, please find attached a letter addressed to the Mayor and Vancouver City Council regarding the matter of the DRA. It would be our hope that you circulate the attached letter to each Council member before the meeting on Monday. Thank you in advance.

Thanks,

Kathleen

Downtown Redevelopment Authority

March 13, 2026

Dear Mayor and Members of the City Council:

We send this letter as the two Board Member officers of Vancouver's Downtown Redevelopment Authority in response to the ordinance to be considered on March 16, 2026. The DRA appreciates the Council's continued attention to governance matters related to the conference center and hotel project. We share the Council's goal of ensuring that the DRA operates with transparency, accountability, and in the best interest of the community.

In response to Councilor Paulsen's statement on March 2 expressing a desire to "sit down with DRA Leadership," we have always been open to doing so. We remain so open.

We have reviewed the ordinance that will be considered at your March 16, 2026, meeting that seeks to amend Section 2.09 of the DRA's bylaws. We have serious concerns over the approach that is proposed.

First, the proposed language functionally destroys the Board's independence in supervising the DRA's Executive Director. If the municipal code being honored, any ordinance by Council can be passed only "for the sole purpose of correcting any deficiency and assuring that the purposes of the authority are reasonably accomplished." We are extremely disappointed in the insinuation that the dedicated seven-member Board has been "deficient" in some way or has acted contrary to "the purposes of the authority." The history of the DRA demonstrates beyond reproach that the Board's management has been extraordinary, much less deficient in any way.

Second, the ordinance severely limits the applicant pool from which the DRA Board can select to serve as its Executive Director. The Board's goal is to have the most qualified individual serve as its Executive Director, whomever that may be. This ordinance, however, eliminates the Board's ability to select that person by effectively limiting the pool of applicants to only department directors or deputy directors in the City of Vancouver. There are only a small number of department directors or deputy directors who *might* possess the combination of municipal finance expertise, project oversight experience, and operational knowledge required to manage a complex asset such as the conference center and hotel along with the financing structure that supports it. Consequently, passing this ordinance as written give the Board no say in who serves as Executive Director. While Mr. Tyler and Ms. Ramras were eminently qualified to serve

as the DRA's Executive Director during their tenures, we cannot say with any degree of confidence that the current personnel of the City of Vancouver has the requisite skills and experience to fulfill this important role. This ordinance does not provide the Board with discretion; it provides the Board with a menu of one that it either accepts or proceeds without anyone filling the role of Executive Director.

To this end, it is necessary to correct a misconception that has plagued these deliberations. While it is true most Executive Directors have been "city employees," there have only been ***three*** city employees to have served in the Executive Director role. Two of those individuals—Lloyd Tyler and Natasha Ramras—served for almost all the time the DRA has been in existence, and both performed excellent work in their role as Executive Director. The third City employee who served as Executive Director following Mr. Tyler's untimely death fell short of expectations in the Board's eyes, which is why the DRA Board elected to retain Paul Lewis as an independent contractor. While Mr. Lewis was eminently qualified to understand the DRA's business in managing the hotel and convention center, the other city employee who served briefly as Executive Director was not. And contrary to what Council heard or assumed on March 2, it was not the City Manager who recommended anyone to serve as Executive Director. Rather, it was Mr. Lewis who recommended Ms. Ramras succeed him in that role. This is reflected in the Staff Report from when Ms. Ramras was appointed.

If the Council is proceeding down this path under a belief that the Executive Director appointments have always occurred by way of City Manager nomination and Board concurrence, that belief is simply untrue. Ultimately, the Board has always retained the authority to control, direct, and supervise whomever held the position of Executive Director, even though the majority of the time the individual simultaneously worked for the City of Vancouver. We strongly urge the Council to avoid eroding that independence.

In the spirit of cooperation, we propose the following alternate language to permit the City Manager to have a voice in selecting the DRA's Executive Director. While we do not and cannot speak for the entire Board, we believe that we could convince a majority of the Board to endorse the following rewriting of Section 2.09:

> *The Executive Director shall serve as the chief administrative officer of the Authority and shall be responsible for the day-to-day administration and operations of the Authority and for carrying out the policies and directives of the Board of Directors.*
>
> *The Executive Director shall be appointed by the Board of Directors of the Authority based upon qualifications and*

> *experience relevant to the administration of the Authority's responsibilities.*
>
> *Prior to final appointment, the Board shall provide written notice of its selected candidate to the Vancouver City Manager. The City Manager shall have the opportunity to review the appointment and provide concurrence within fifteen business days. If the City Manager does not provide written objection within that period, the appointment shall be deemed confirmed.*
>
> *If the City Manager provides written objection to the appointment within the review period, the matter shall be returned to the Board for reconsideration. Upon reconsideration, the Board may affirm its appointment by majority vote, at which time the appointment shall be final.*
>
> *Nothing herein prevents the Executive Director from holding simultaneous employment with the City of Vancouver. The Executive Director shall serve under the Board's supervision, at the pleasure of the Board, and may be removed by the Board at any time with or without cause.*

This approach preserves the DRA's ability to select the most qualified professional for the role while providing the City with a meaningful confirmatory role in the appointment process.

The Board believes this balanced approach would maintain the governance structure supporting the conference center financing while also addressing the Council's interest in City oversight.

Thank you for your time and consideration.

Sincerely,

Jan Robertson
DRA President

Sincerely,

Kathleen Kee
DRA Secretary/Treasurer

From: Dollar, Sarah
To: Dollar, Sarah
Subject: FW: Testimony opposing Ordinance changing DRA Bylaws
Date: Monday, March 16, 2026 11:58:28 AM

Testimony – 3/16

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

From: Natasha Ramras [redacted]>
Sent: Friday, March 13, 2026 7:15 PM
To: City Council <council@cityofvancouver.us>
Subject: Testimony opposing Ordinance changing DRA Bylaws

Mayor McEnerny-Ogle and Members of the Vancouver City Council,

My name is Natasha Ramras. I am a Vancouver resident and serve as Executive Director of the Downtown Redevelopment Authority. I am speaking in opposition to the proposed amendment to Section 2.09 of the DRA bylaws concerning the appointment and employment status of the Executive Director.

The proposed language would require that the Executive Director be an at-will employee of the City and that the position be automatically vacated if City employment ends. The current proposal appears to be inconsistent with Council direction given at the last meeting of maintaining the Board right to select the most qualified person to serve as an Executive Director and having the City confirm. Here are the issues with the updated ordinance for first reading on 3/16:

1. Negative impact on DRA's independence. While the proposed language may appear to be an administrative clarification, it raises a significant concern in light of the governing bond documents for the Conference Center Project. The proposed ordinance before you for 3/16 conflicts with the separation contemplated in the bond structure.

   The issue is whether the governance framework underlying a financed public authority should be altered in a way that introduces ambiguity about where operational authority ultimately resides. The ordinance amending the bylaws will also create inconsistency with the DRA's Charter language.

2. Legality of the proposed ordinance. The Authority issued bonds to finance the conference center and hotel project under an Amended and Restated Trust Indenture.

That indenture contains specific covenants regarding the governance and independence of the Authority.

Section 7.08 requires the Authority to maintain a separate legal existence and governance structure. Section 7.11 further provides that amendments to the Authority's charter and bylaws may not be made in a manner that conflicts with the covenants and obligations established in the financing documents.

The currently proposed language appears inconsistent with those provisions. By requiring that the Executive Director be an at-will City employee whose position is automatically vacated if their City employment ends, the amendment effectively places the operational leadership of the Authority within the City's employment structure rather than under the sole direction of the Authority's Board.

3. Practical considerations: Requiring that the Executive Director be an at-will City employee significantly narrows the potential candidate pool. In practice, this would likely limit eligibility to current City department directors. Of those, only a very small number may reasonably possess the combination of municipal finance expertise, project oversight experience, and operational knowledge required to manage a complex asset such as the conference center and hotel and the financing structure that supports it. Realistically, this may limit the pool to at most two individuals within the City organization. Having the Executive Directorship tied to city employment would also, in effect tie the DRA Board's hands is it relates to the managing the performance of the incumbent and replacing them, as best serves the interests of the Board. The Authority's bylaws have historically allowed the Board to select the most qualified individual—whether a City employee, independent contractor, or other professional—with the specific expertise required for the role. It is imperative the original language remains unchanged.

The bond documents were drafted to ensure that the Authority operates as a legally distinct entity responsible for the project and the financing structure supporting it. That separation is part of the legal framework relied upon by bondholders and reflected in the covenants contained in the indenture.

Altering the governance structure in a way that introduces City employment control over the Authority's chief administrative officer raises questions about whether the Authority continues to operate consistently with those covenants and as an independent entity.

I would also note that at the Council's last meeting two former long-serving City Attorneys testified against the proposed ordinance. Together they represent more than sixty years of municipal legal experience advising the City of Vancouver. Their testimony raised similar concerns about the legal and structural implications of the proposed changes.

The Downtown Redevelopment Authority was created as an independent public

authority under state law specifically to enable projects like the conference center to be financed through revenue bonds while protecting the City's general credit and financial exposure. Maintaining the Authority's independent governance structure is therefore not merely a policy preference; it is part of the framework that supports the financing itself.

For these reasons, I respectfully urge the Council to reconsider the proposed amendment of the bylaws in its entirety and ensure that any changes to the bylaws remain fully consistent with the covenants contained in the bond indenture and the legal structure under which the Authority was created.

Thank you for your consideration.

Natasha Ramras
Executive Director
Downtown Redevelopment Authority

From:	Dollar, Sarah
To:	Dollar, Sarah
Subject:	FW: Letter to Council Received 3.12.26
Date:	Monday, March 16, 2026 11:54:11 AM
Attachments:	Letter to Council Received 3.12.26.pdf image001.png

Testimony – 3-16

Sarah Dollar | Executive Assistant to the City Council
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From: Llanos Bare, Cheyanne <Cheyanne.LlanosBare@cityofvancouver.us>
Sent: Thursday, March 12, 2026 4:56 PM
To: City Council <council@cityofvancouver.us>
Subject: Letter to Council Received 3.12.26

Physical copy in mayor's mail.

Cheyanne

Cheyanne Llanos Bare| Support Specialist
She/Her
City of Vancouver
City Manager's Office
P: (360) 487-8632
cityofvancouver.us

Evergreen Highlands Neighborhood

3/11/2026

From: Evergreen Highlands Neighborhood Association (EHNA)

To: Mayor McEnerny-Ogle, and City Council

Subject: Evergreen Highlands Neighborhood Zone Assignments

RECEIVED
MAR 11 2026
INFORMATION DESK
CITY OF VANCOUVER

The Evergreen Highlands Neighborhood requests the City respect our current and longstanding residential zone assignments (R2 – R6) and assign Low-Scale zone classification across our entire neighborhood. Low-Scale as defined within the current draft 'Our Vancouver Plan' provides the best fit to support and sustain our neighborhood's character moving forward.

Under the current draft Our Vancouver Plan, the Evergreen Highlands Neighborhood zone assignments are a mix of Low-Scale and Medium-Scale, leaning heavily to Medium-Scale assignments. The Medium-Scale assignments are effectively City discretionary up-zoning actions to our neighbor's individual properties and our neighborhood overall. This Medium-Scale upzoning does not represent the 'as-built' nature, historic character, or current zone assignments (R2 – R6) of our neighborhood.

Further the City's up-zoning actions and the draft Zoning Update Plan have been overshadowed by the City's communication seeking public engagement in development of the parent document Our Vancouver Plan. Illustrating the communication challenges, after approximately 3-years of City efforts, of the 121 Evergreen Highlands Neighborhood residents signing our recent petitions, only nine percent (9.0%) expressed knowledge of the Our Vancouver Plan. Of the majority (91%) signatures, those that held any recognition of City planning activity thought it was a continuation of the long-running The Heights project.

The Evergreen Highlands Neighborhood is a mature, well settled family-oriented neighborhood. Over 92 percent of the homes are detached-single-family homes on modest lots. We are a solid representation of middle-class working family values; open, welcoming, and respectful of the diversity of faiths and ethnicities present within our neighborhood. The 'as-built' inventory of Evergreen Highlands Neighborhood is: complete, conventional, historically stable, well maintained, safe, and very livable. Our neighborhood holds approximately 300 dwelling units; 92 percent are detached-single-family homes. Our neighborhood is proudly inclusive of: one small park (approximately 1/3 block); St. Joseph Catholic Church; United Methodist Church; and St. Joseph Catholic School (pre-school through 8th grade). As well as 5 residential care homes: 4 specializing in senior care; and one specializing in disability care. Of the few vacant lots within our neighborhood, the majority are located along the south facing ridge-front; the City previously tagged most of these lots as geologically unstable. Further, Evergreen Highlands Neighborhood is not

located near or adjacent to any Mixed-Use areas, Regional Activity Centers, or designated economic growth areas as defined within the draft Our Vancouver Plan. At present there are no business or retail store fronts located within our neighborhood.

As we've actively engaged with the recent virtual and in-person reviews of the current draft Our Vancouver Plan we've come to understand how broadly neighborhood 'covenants, conditions and restrictions' (CC&R's) have been employed across the City's historical neighborhoods, most written as 'running with the land' in recorded Title language. The Evergreen Highlands Neighborhood of course holds our CC&R's as important to our neighborhood's future. We understand the challenges of future growth and pledge our participation in addressing those challenges with the City moving forward, including how CC&R's (ours and our sister/brother neighborhood's) may yet be incorporated into Vancouver's (Our City's) future growth and management processes.

When examining the Evergreen Highlands Neighborhood, as described above, in conjunction with the draft Our Vancouver Plan, we do not understand how our neighborhood has been assigned anything other than Low-Scale zoning. For present, the Evergreen Highlands Neighborhood formally requests the City remove the current Medium-Scale "up-zoning" designation assigned to the Evergreen Highlands Neighborhood and replace it with the Low-Scale zoning designation as defined within the current draft Our Vancouver Plan.

Response or requests for clarification may be addressed to [redacted] or mailed to: Evergreen Highlands Neighborhood Association
[redacted]
Vancouver, Wa. 98661

Thank you for your time and consideration of our request.

Sincerely,

Michael Field 3/11/26
EHNA, Chair

Jennifer Beard
EHNA, Chair

Charlene Donnelly
EHNA,
Secretary/Treasurer

Distribution:

City Manager's Office

Community Development

City Attorney's Office

From: Dollar, Sarah
To: Dollar, Sarah
Subject: FW: Item 9: 58th St Testimony Regarding Withdrawal
Date: Tuesday, March 10, 2026 8:52:41 AM

3/16 testimony

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

From: Ana From Walnut Grove [redacted]
Sent: Monday, March 2, 2026 1:29 PM
To: City Council <council@cityofvancouver.us>
Subject: Item 9: 58th St Testimony Regarding Withdrawal

Hello Council and Staff,

Recognizing that this testimony is written late, I ask for the Council's time to briefly consider the following. I became aware of a potential withdrawal only this morning, and have been on a delay responding to it and writing this specific piece of testimony.

In regards to withdrawal: I ask that Council kindly consider rejecting an incoming Motion to withdraw this application, and to move forward with a hearing as planned. The Council has already spent much of its honored and precious time workshopping and discussing this project, including at discussions, staff presentations and meetings, and Consent Agenda. Council has gone through all the proper steps and has put much effort and time into this proposal.

This withdrawal comes less than a business day before a scheduled public hearing, and merely hours given to the Public and Association to respond and understand. This does not feel respectful to our time testifying and to the Council's time already spent on this issue.

Therefore, I ask the Council to consider bringing this issue to a natural conclusion by holding the public hearing. I fear withdrawal would again allow an identical or similar application to be submitted in quick succession, which would be merely a waste of the Council's and City's time. It is far better to simply hold the Public Hearing as already planned and approved at Consent Agenda on February 23rd, 2026. A formal "reject" vs "withdraw" would prohibit frivolous rezone applications going forward until the Comprehensive Plan is approved, and

save the Council's precious time so it may focus on said Comprehensive Plan. As well as allow us to put these rezones past us and allow us to focus on the Comp Plan as well.

Thank you for your time in responding to this short notice information regarding withdrawal. Please consider denying the motion to withdraw and protecting due process and a fair hearing for all; the Applicant and the public.

Best,
Ana

City Council Meeting Minutes

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

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

March 23, 2026

Executive Session Re: Potential Litigation RCW 42.30.110(1)(i) (5:00 - 5:30 PM)

Mayor McEnerny-Ogle announced the Council would be entering into executive session from 5:00-5:30 p.m. to discuss Potential Litigation.

Councilmember Hansen joined the Executive Session remotely.
Councilmember Stober was absent from the Executive Session.

Council Regular Meeting

5:30 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 CVTV cable channels 23 or HD 323, or on the City's Facebook page, www.facebook.com/VancouverUS. Public access and testimony on Consent Agenda items and under the Community Forum were also facilitated in person and via the GoToMeeting conference call.

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit: https://www.cvtv.org/video/vancouver-city-council-03-23-26-2026031033/

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

Pledge of Allegiance

Call to Order and Roll Call

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

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

Absent: *Councilmember Stober*

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

Public Hearings

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

1. 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, March 23, 2026, upon second reading and a public hearing, finalize and approve the ordinance.

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

Jeffrey Towery, Deputy City Manager, provided an overview of the Amendment to Downtown Redevelopment Authority Bylaws.

Council discussed the item briefly with staff.

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

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

Motion by Councilmember Fox, seconded by Councilmember Perez, and Yes: 6, No: 0, Abstaining: 0, to approve Ordinance M-4529. Absent from vote: Councilmember Stober.

Council Dinner (6:00 - 6:30 PM)

Community Forum

This is the place on the agenda where the public is invited to engage directly with City Councilmembers in small-group conversations. This forum will have the "Vancouver for All" topic of discussion. Community members are welcome to talk about other issues, but all participants will be invited to share their experiences and ideas related to the main topic. Up to 90 minutes will be allotted for the Community Forum.

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

Adjournment

8:30 p.m.

_____

Anne McEnerny-Ogle, Mayor

Attest:

_____

Lisa Brandl, City Clerk

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

From: Dollar, Sarah
To: Dollar, Sarah
Subject: FW: Council Meeting March 23, 2026 Written Comment - Oppose the Proposed DRA Governance Change
Date: Thursday, March 19, 2026 4:42:01 PM
Attachments: Screenshot 2026-03-18 at 10.58.05 AM.png

3-23 Testimony

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

From: PETER BRACCHI <[redacted]>
Sent: Wednesday, March 18, 2026 11:01 AM
To: City Council <council@cityofvancouver.us>
Subject: Council Meeting March 23, 2026 Written Comment - Oppose the Proposed DRA Governance Change

Subject: Oppose the Proposed DRA Governance Change

Mayor McEnerny-Ogle and Members of the Vancouver City Council,

I urge you to **vote no** on the proposed amendment changing control of the Downtown Redevelopment Authority Executive Director position.

The central problem is this: the City's staff report relies heavily on financial support, future projects, and the City's oversight authority. Those are important issues. **But they do not justify rewriting the DRA's governance structure in the middle of a public controversy and in the shadow of pending litigation.** If long-term governance changes are truly needed, they should be addressed through a **full public review** of the DRA charter, bylaws, interlocal agreements, and overall oversight structure — *not through a narrow amendment focused on one position*.

That is why this proposal is so troubling. It is being presented as a clarification, but in reality it shifts power away from the DRA Board and toward the City Manager. That is a significant governance change, not a housekeeping fix.

If the City believes the DRA structure needs modernization, then the honest and transparent approach is to conduct a broader public review and bring forward a complete governance proposal. That would allow the public and Council to examine the full relationship between the City and the DRA, rather than making a targeted change tied to a current dispute.

This matters because governance changes made during controversy naturally raise questions about motive, fairness, and precedent. A public body's structure should not be rewritten in response to one conflict, one person, or one moment of pressure. If the City is confident that reform is necessary, then it should be willing to do that work in the open and in full.

Please reject this ordinance, or at minimum postpone action until a broader and more transparent review can be completed.

Thank you for your consideration.

Peter Bracchi
Vancouver, Washington

Key shift The records show a move from a DRA board-led role toward a role controlled by the City Manager and tied directly to City employment.

Issue	Original / Historical Setup	City's Proposed Change
Who the role answers to	Executive Director serves as the chief administrative staff person to the Board and operates subject to Board supervision.	Executive Director would still handle day-to-day operations, but appointment and removal authority shift to the Vancouver City Manager.
Who chooses the Executive Director	DRA Board appointed Natasha Ramras in 2020 as an individual Board action.	City Manager would appoint the Executive Director after receiving input from the Board.
Must the role be a City employee?	Historically, no. DRA materials say the Authority never actually used the charter option of contracting with the City's Economic Development Director, and it also used a consultant model.	Yes. The draft ordinance says the Executive Director must be a City employee.
Who can remove the Executive Director	Bylaws language quoted in the DRA materials says the Executive Director may be removed, with or without cause, by the Board.	Draft ordinance changes removal power to the Vancouver City Manager.
What Jan. 15, 2026 meant for Ramras	City records said her separation from City employment did not automatically terminate the DRA role because that appointment was separate from her City job.	City's proposed change appears designed to prevent that situation in the future by tying the role directly to City employment and City Manager control.
Practical effect	Board-controlled role with room for an employee or contractor model.	City-controlled role with the Board reduced to input rather than final control.

Bottom line: Bottom line: the proposed change moves the Executive Director role from a board-controlled position to a City Manager-controlled City employee position.

Sources: City records produced in G000062 Responsive Records Installment 1 (draft ordinance, Feb. 13 memo, DRA Feb. 19 materials).

Staff Report: 067-26

To: Mayor and City Council
From: City Manager
Date: April 6, 2026

Subject
Construction Acceptance - Shin Etsu Handotai (SEH) Pump Station Improvements

Key Points

- The Shin Etsu Handotai (SEH) Pump Station is a City-owned pump station and is a critical infrastructure component to Vancouver's wastewater conveyance system.
- The pumps, valves, and appurtenances were worn and had exceeded their useful lives. The equipment replacement has relieved staff of excessive maintenance work.
- The project replaced all major components of the pump station to ensure continuous, reliable service and easier and safer access for maintenance workers.

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

Present Situation
This project replaced aging pump station infrastructure with modern and energy efficient pumps consistent with current City standards for construction of sewage pump stations. The project also included minor site improvements, including railings and bollards at the pump station to meet state and federal safety standards.

Stellar J Corporation has completed construction of the SEH Pump Station Improvements project. The work was completed satisfactorily in accordance with the contract plans and specifications. Contract costs are summarized below.

TOTAL CONTRACT COSTS	
Labor, Equipment and Material	$838,594.49
Sales Tax	$73,485.30
Total	$912,079.79

The original contract amount was $893,726.47. The final project cost was $912,079.79, which was $2% higher than the original contract amount. This increase was due to changes during construction to restore the potable water service to the pump station and accommodate minor design changes based on field conditions.

The project had a 3% Apprenticeship Utilization Goal, which the contractor exceeded. The breakdown is summarized below:

Total Project Hours	921.01
Apprenticeship Goal	3%
Apprenticeship Hours Required	27.63
Apprenticeship Hours Worked	287.50
Unmet Hours	0
Hourly Penalty Rate	$100
Total Incentive/Penalty	$0

Advantage(s)

1. Replaced outdated equipment that had exceeded its expected useful life with modern and efficient equipment.
2. Ensures reliable, safe pumping and conveyance of wastewater in Vancouver's collection and treatment systems.
3. Reduces materials cost and staff time for maintaining the pump station.

Challenge(s)

None

Budget Impact

Funds for this project were budgeted in the Wastewater Treatment 2023-2024 Capital Improvement Budget.

Prior Council Review

- Approval of the 2023-2024 Capital Improvement Budget
- Award of contract on June 10, 2024, at the Vancouver City Council Meeting

Action Requested

On Monday, April 6, 2026, accept the Shin Etsu Handotai (SEH) pump station improvements project and authorize release of bond, subject to receipt of all documentation required by law.

Staff Contact

Frank Dick, Wastewater Treatment Program Manager, Catherine Morey, Civil Engineer, frank.dick@cityofvancouver.us, Catherine.Morey@cityofvancouver.us

Attachments:

1. SEH PS Map

Industrial (SEH) Pump Station

N
W E
S

1 inch = 25 feet

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Staff Report: 068-26

To: Mayor and City Council
From: City Manager
Date: April 6, 2026

Subject
Utility Easement Release - 615 W. 6th Street

Key Points

- The utility easement recorded under Auditor's File Number 8212160022 and running through the property immediately west of City Hall is no longer necessary as the water and drainage utilities within the easement are defunct and have been abandoned.
- The existing defunct 6-inch water line was cut and capped as part of the construction of the Waterfront Gateway affordable housing project on November 18, 2025, and there are no other utilities requiring the easement.
- Staff is recommending that no compensation be required for releasing this easement as there is an obligation to release this easement as part of the Waterfront Gateway Affordable Parcel Development Agreement and Purchase and Sale Agreement. The developer has completed all necessary work to cut and cap the defunct water line.

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

Present Situation
The existing utility easement comprises a strip of land 40 feet in width running through the property immediately adjacent to City Hall where the Waterfront Gateway affordable housing building is located. The easement was recorded to service and maintain water and drainage utilities and services on December 16, 1982. The existing water and drainage utilities within the easement are now defunct, as the water line has been cut and capped as part of the construction of the affordable housing building on November 18, 2025. There are no other utilities required within the easement. Therefore, staff have determined that the associated utility easement is no longer needed and recommend that the release request be approved.

Advantage(s)
Releasing excess easement areas reduces encumbrances.

Challenge(s)
None

Budget Impact
None

Prior Council Review
April 7, 2025 - Waterfront Gateway Affordable Parcel Purchase and Sale Agreement

Action Requested

On Monday, April 6, 2026, authorize the City Manager, or designee, to sign the attached utility easement release for 615 West 6th Street on parcel number 49360000.

Staff Contact

Sasha Vassev, Associate Project Planner, Kris Olinger, Utility Engineering Program Manager, Sasha.Vassev@cityofvancouver.us, kris.olinger@cityofvancouver.us

Attachments:

1. Utility Easement Release
2. Exhibit A - Survey of Parcel Number 49360000
3. Exhibit B - Staff Letter of Support
4. Exhibit C - Water Line Cap Work Assurance Letter
5. Exhibit D - Photo of Water Main Cap 1
6. Exhibit E - Photo of Water Line Cap 2

RECORD AND RETURN TO:
City of Vancouver
City Clerk's Office
P O Box 1995
Vancouver, WA 98668-1995

RELEASE OF UTILITY EASEMENT

GRANTOR: The City of Vancouver, a municipal corporation of the State of Washington

GRANTEE: West 6th VWG LLLP, a Washington limited liability limited partnership

Grantor has a utility easement over portions of Grantee's real property described in the attached Exhibit "A". Grantor terminates, releases, and forever quitclaims to Grantee the easement described in Ordinance No. M1287 recorded on December 16, 1982 under the attached Exhibit "B", Clark County Washington Auditor's File No. 8212160022. Removal of the water line associated with this easement shall be at Grantee's sole expense.

Executed this _____ day of April, 2026.

CITY OF VANCOUVER

_____
Lon Pluckhahn, City Manager

Approved as to form:

_____
Nena Cook, City Attorney

Attest:

_____
Lisa Brandl, Acting City Clerk

State of Washington)
:ss.
County of Clark)

I certify that I know or have satisfactory evidence that Lon Pluckhahn is the person who appeared before me, and who acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as City Manager of City of Vancouver, a municipal corporation, to be his free and voluntary act.

Dated this _____ day of _____, 2026.

_____
NOTARY PUBLIC in and for the state
of Washington residing at _____
My Commission expires: _____

#18705
11/05/2024
ESC

MacKay Sposito

Vancouver Office

18405 SE Mill Plain Boulevard, Suite 100, Vancouver, WA 98683
360-695-3411 | www.mackaysposito.com

LEGAL DESCRIPTION FOR BUILDING 3 PARCEL

ALL of Lots 3, 4 and portions of Lots 1, 2, 5, 6 and 7, Block 38 and a portion of Lot 1 of Block 45, Town of Vancouver (commonly known as West Vancouver), according to the Plat thereof, recorded in Volume B of Plats, Page 40, records of Clark County, Washington, located in the Southwest quarter of Section 27, Township 2 North Range 1 East, Willamette Meridian described as follows:

COMMENCING at the Northeast corner of said Block 38, said Northeast corner being on the Southerly right of way line of West 6th Street;

THENCE North 87°39'52" West along the North line of said Block 38 and the Southerly right of way of West 6th Street, a distance of 3.75 feet to the TRUE POINT OF BEGINNING;

THENCE South 02°21'06" West, parallel with the East line of said Block 38, a distance of 75.46 Feet;

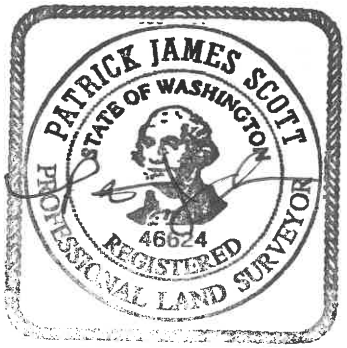
THENCE South 81°55'26" West 87.91 Feet;

THENCE South 36°00'24" West 85.42 Feet to the Northeasterly right of way of the Burlington Northern Railroad and a 3777.22 non-tangent radius curve to the right;

THENCE along said Northeasterly line and along said 3777.22 Foot radius curve to the right (the long chord of which, bears North 45°35'30" West 242.42 Feet), an arc distance of 242.46 Feet to a point on the Southerly right of way line of West 6th Street;

THENCE South 87°39'52" East along said Southerly right of way line of West 6th Street, 313.79 feet to the TRUE POINT OF BEGINNING.

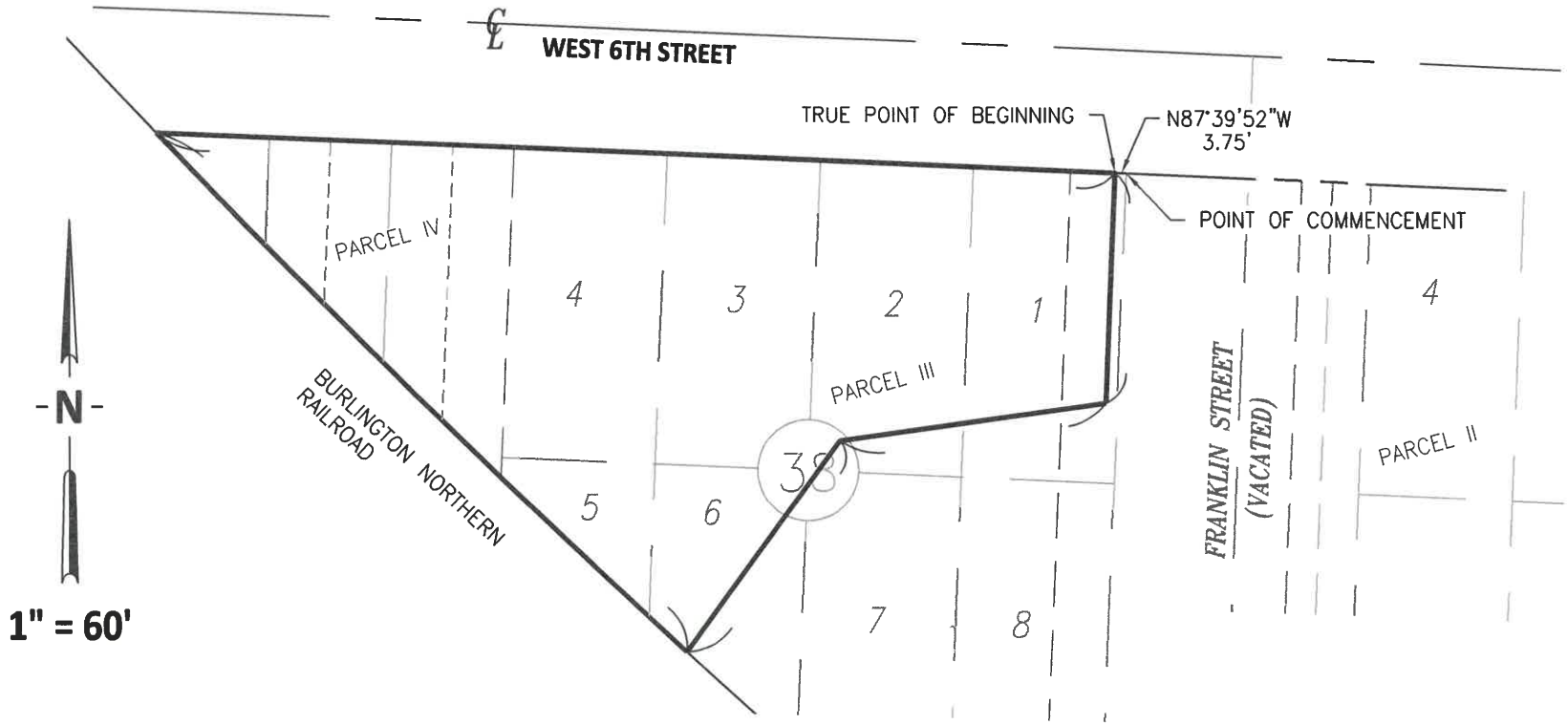
Containing 28,152 Square Feet



11-13-2024

SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR BUILDING 3 PARCEL

CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON



MacKay Sposito

ENERGY PUBLIC WORKS LAND DEVELOPMENT

www.mackaysposito.com

18405 SE MILL PLAIN BLVD., SUITE 100
VANCOUVER, WA 98683
PHONE: (360) 695-3411

PAGE 1OF 1 JOB# 18705

ORDINANCE NO. M 1287 8212160022

AN ORDINANCE vacating a portion of West Grant Street lying between West 6th Street and the Burlington Northern Railroad right of way and retaining a certain utility easement.

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. On September 14, 1971, the City Council adopted Resolution M-1553, pursuant to RCW 35.79.010, scheduling a public hearing upon a properly filed petition to vacate the following described street right of way located in the City of Vancouver, County of Clark, State of Washington: That portion of West Grant Street lying between West 6th Street and the Burlington Northern Railroad right-of-way.

Section 2. By such Resolution M-1553 the Council set Tuesday October 5, 1971, and the Council Chambers in the City Hall, 210 East 13th Street, Vancouver, Washington, as the time and place for hearing on the proposed street vacation. The City Clerk posted the notices of the hearing as required by law. At the time and place thus set for hearing the hearing was held. No one appeared to discuss the petition. The Council then determined to grant the petition by enactment of a street vacation ordinance.

Section 3. That that portion of West Grant Street described above is hereby vacated; provided, the City hereby retains an easement over and across the center forty feet of said street portion, in order to service and maintain water and drainage utilities and services.

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Section 4. This ordinance shall go into effect immediately upon final passage.

Unofficial Copy

Read first time: 10/12/71

PASSED by the following vote:

Ayes: Councilmen Swanstrom, Westbrook, Colin, Sanders, Mitchell, Jensen

Nays: Councilmen None

Absent: Councilmen Stromgren

Read second time: 10/19/71

PASSED by the following vote:

Ayes: Councilmen Swanstrom, Westbrook, Colin, Sanders, Mitchell, Jensen, Stromgren

Nays: Councilmen None

Absent: Councilmen None

SIGNED this 19th day of October, 1971.

Lloyd Stromgren, Mayor

Attest:

George E. Carson

George E. Carson, City Clerk

Approved as to form:

Jerry F. King

Jerry F. King, City Attorney

FILED FOR RECORD
CLARK CO. WASH
City of Vancouver
DEC 16 8 40 AM '82
AUDITOR
DAVID HICHENER

Page 2
Vacation portion of West Grant Street

Legal Notices

NOTICE OF HEARING

Notice is hereby given that a hearing will be held on October 19, 1971 at 7:30 p.m., in the Council Chambers of the Municipal Building, 210 E. 13th Street, Vancouver, Washington, on the following Ordinance which passed on the first reading, before the City Council, at their regular meeting October 12, 1971.

Any interested persons who wish to speak for or against this Ordinance may do so at this hearing, at which time, it will be considered for final passage.

George E. Carson, City Clerk

ORDINANCE NO. M-....

AN ORDINANCE vacating a portion of West Grant Street lying between West 6th Street and the Burlington Northern Railroad right of way and retaining a certain utility easement.

BE IT ORDAINED BY THE CITY OF VANCOUVER

Section 1. On September 14, 1971, the City Council adopted Resolution M-1553, pursuant to RCW 35.79.010, scheduling a public hearing upon a properly filed petition to vacate the following described street right of way located in the City of Vancouver, County of Clark, State of Washington: that portion of West Grant Street lying between West 6th Street and the Burlington Northern Railroad right of way.

Section 2. By such Resolution M-1553 the Council set Tuesday, October 5, 1971, and the Council Chambers in the City Hall, 210 East 13th Street, Vancouver, Washington, as the time and place for hearing on the proposed street vacation. The City Clerk posted the notices of the hearing as required by law. At the time and place thus set for hearing the hearing was held. No one appeared to discuss the petition. The Council then determined to grant the petition by enactment of a street vacation ordinance.

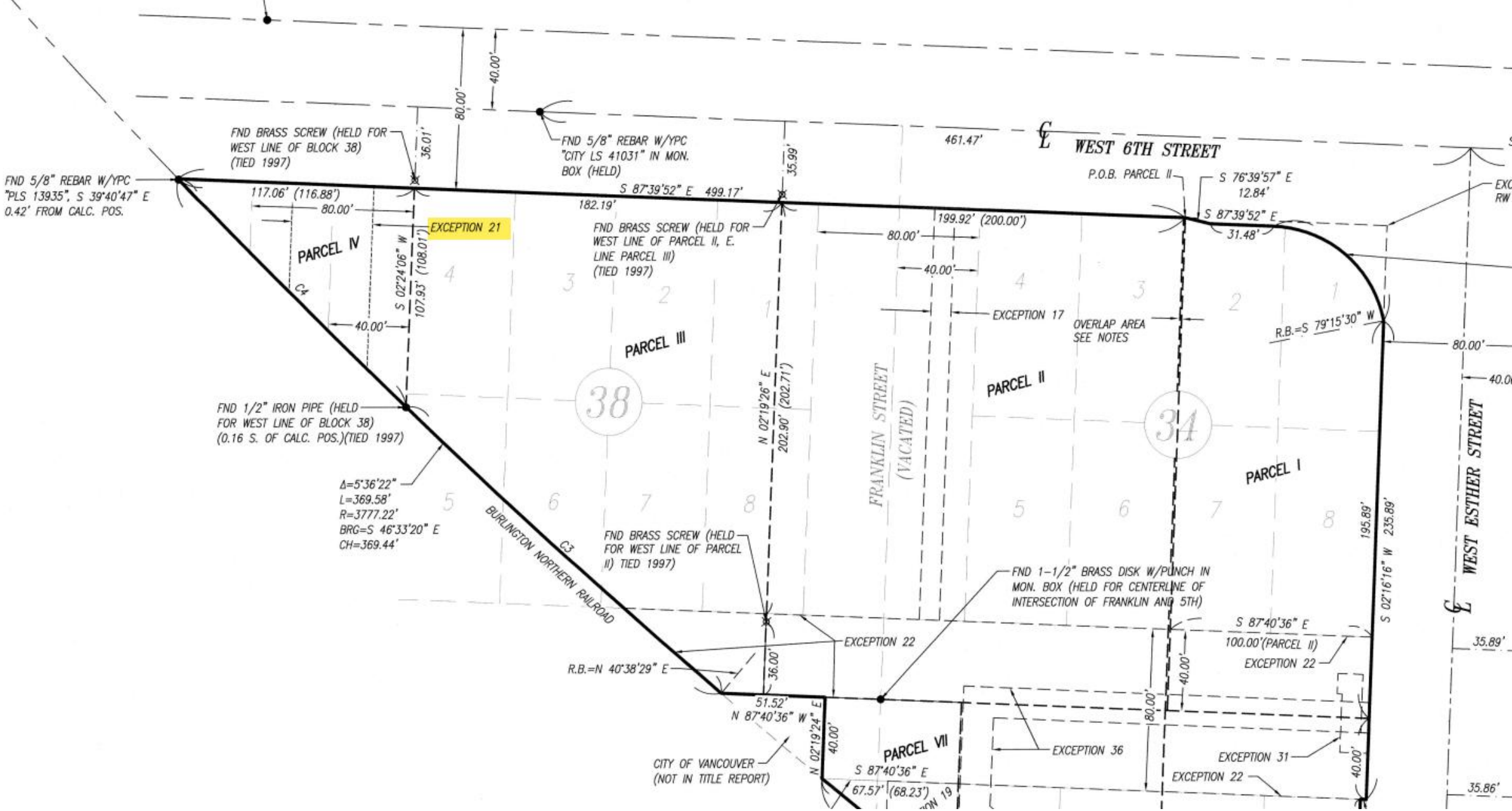
Section 3. That that portion of West Grant Street described above is hereby vacated; provided, the City hereby retains an easement over and across the easterly twenty feet of such street portion to service and maintain water and drainage utilities and services.

Section 4. This ordinance shall go into effect immediately upon final passage.

Read first time:
PASSED by the following vote:
Ayes: Councilmen Swanstrom, Westbrook, Colin, Sanders, Mitchell, Jensen.
Nays: Councilmen None.
Absent: Councilman Stromgren.
Read second time:
PASSED by the following vote:
Ayes: Councilmen
Nays: Councilmen
Absent: Councilmen
SIGNED this ... day of ..... 1971.
Lloyd Stromgren, Mayor
Attest:
George E. Carson, City Clerk
Approved as to form:
Jarry F. King, City Attorney
Oct. 15.

36

Unofficial Copy



EXCEPTION 21. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT, IN FAVOR OF CITY OF VANCOUVER, A MUNICIPAL CORPORATION, FOR THE PURPOSE OF SERVICE AND MAINTAIN WATER AND DRAINAGE UTILITIES SERVICES, RECORDING NO. 8212160022, RECORDED DECEMBER 16, 1982. SHOWN.

CITY OF Vancouver WASHINGTON

City of Vancouver
P.O. Box 1995
Vancouver, WA 98668-1995

April 30, 2025

Jonathan Ledesma
Development Director
Colas Development Group
1419 NW 14th Avenue
Portland, OR 97209

Dear Jonathan,

As you are aware, the City is processing your request to remove a utility easement burdening the project site for parcel number 49360000. This letter is intended to advise you that staff is processing your request, and we will present it for motion consideration to the Vancouver City Council as quickly as we can get it on the agenda.

As you are likely aware, only City Council can release interest in real property on behalf of the City. Staff cannot presuppose how Council will vote on this, however we are optimistic given the easement is for a defunct water line. The City's Economic Prosperity and Housing Department supports your request, and your proposed project is consistent with adopted Council goals on affordable housing. As such, we are hopeful they will support this proposed easement release.

Sincerely,

Patrick Quinton

Patrick Quinton
Director
Economic Prosperity & Housing

Steve W. Worley

Steve Worley
Director
Public Works

1200 SE 282nd Ave, Gresham, OR 97080
Phone: 503-663-5472 | Fax: 503-663-2356
OR CCB: 186472 | WA: N8EXCE*833PW

UTILITY WORK ASSURANCE LETTER

We, the undersigned, N8 Excavation, Subcontractor for Colas Construction, General Contractor, do hereby provide this letter of assurance for the work performed on 11/7/2025 thru 11/18/2025 to cut / cap the existing 6" water line running into the project from the West Sixth watermain. We certify that the work was performed per plan sheet C4.02 Rev. 3 dated 10-29-25. This work is highlighted as note # 131 on that plan sheet.

Project:
West Sixth Apartments
Vancouver Affordable Housing job # 24035
615 W 6th St
Vancouver WA 98660

Blake Turin
Vice President
2/12/2026

Staff Report: 069-26

To: Mayor and City Council
From: City Manager
Date: April 6, 2026

Subject
Bid Award - NE Royal St & 81st Ave Water Main Replacement - ITB 26-6

Key Points

- This project will increase water system integrity and reliability by replacing aging and undersized water mains.
- This project will add a fire hydrant in a previously underserved area.
- Eight bids were received, and Halme Excavating, Inc. has been determined to be the lowest responsive and responsible bidder.

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

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

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

Present Situation
The NE Royal St & 81st Ave Water Main Replacement project will replace approximately 1,384 feet of ductile iron water main with associated fire hydrants, valves, appurtenances, fittings and pavement restoration. This work is located in the Ogden Neighborhood within Royal Street from west of 81st Ave east to 83rd Ave and within 81st Ave from Burton Rd north to 28th St. This project will increase water system integrity and add system reliability and redundancy to the existing aging and undersized water system. A new fire hydrant will be added in an underserved area and an existing aging fire hydrant will be replaced.

On January 27, 2026, the City received eight bids for the subject project. The bids ranged between $353,078.85 and $895,818.44. The low bidder was responsive. The bids were as follows:

SUMMARY OF BIDS	
BIDDER	**AMOUNT**
Halme Excavating, Inc., Battle Ground, Washington	$353,078.85
KKLA Contractors, Clackamas, Oregon	$353,902.46
Grade Werks Excavating LLC, Battle Ground, Washington	$359,702.59

AJ Excavating & Rooter, LLC, Tenino, Washington	$384,716.80
Advanced Excavating Specialists, LLC, Kelso, Washington	$427,864.70
Nutter Corporation, Vancouver, Washington	$515,122.30
HCON Inc., Puyallup, Washington	$558,686.91
MJ Hughes Construction, Vancouver, Washington	$895,818.44
Engineers Cost Estimate	*$360,000.00*

Pursuant to City policy, this project does not include City's apprenticeship utilization requirements, since the engineer's estimate is under $500,000.

Advantage(s)

- Increases water system integrity and reliability.
- Increases fire flow capacity.
- Eliminates aging mains and costly repairs.

Challenge(s)

- Neighborhood residents, businesses, and local traffic will be inconvenienced during the construction period. Plans are in place to route construction traffic to mitigate and minimize disturbances to neighbors.
- Construction would generate noise and dust. However, the contractor would implement dust control and erosion control strategies.

Budget Impact
Funds for this project were budgeted in the 2025-2026 Water Capital Improvement Budget for this work as project PRJ101172.

Prior Council Review
None

Action Requested
On Monday, April 6, 2026, award a construction contract for NE Royal St & 81st Ave Water Main Replacement Project to the lowest responsive and responsible bidder, Halme Excavating of Battle Ground, Washington, at their bid price of $353,078.85, which includes Washington State sales tax, 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.

Staff Contact
Reed Crosson, Civil Engineer 1, Mehrin Selimgir, Water Engineering Manager, Reed.Crosson@cityofvancouver.us, Mehrin.Selimgir@cityofvancouver.us

Attachments:

1. Boundary Map
2. ITB26-6 - UnExContract

PRJ100172 - NE Royal St. & 81st Ave.
Water Main Replacement

CITY OF Vancouver WASHINGTON

LEGEND
- WATER MAIN
- BOUNDRY OF CONSTRUCTION AREA

CONSTRUCTION CONTRACT # C-102231
ITB 26-6: NE Royal St & 81st Ave Water Main Replacement

This Contract (hereinafter referred to as the "Contract") 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 Halme Excavating, Inc., 22514 NE 72nd Ave., Battle Ground, WA 98604 (hereinafter referred to as the "Contractor"). The City and the 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 public works construction and other related services for the work described herein;

WHEREAS, Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 26-6 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions, and City Council's approval on **Monday, April 6, 2026** per Staff Report No. ##-##; and

WHEREAS, the Contractor represents by entering into this Contract that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, and to the standards required by the City.

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

1. **STATEMENT OF WORK**: The Contractor hereby agrees to furnish all materials, labor, tools, machinery and implements of every description necessary to complete the work in a professional manner within the time limits stated in this Contract for the construction and installation of the following improvements and will make all necessary arrangements for the obtaining of permits from the United States, State of Washington, and/or any of its agencies as may be necessary to do the work required and covered by this Contract.

   The Contractor shall furnish and install; approximately 1384 feet of 8, 6, and 4-inch diameter ductile iron water main with associated fire hydrants, valves, appurtenances, fittings and pavement restoration and other work, all in accordance with the attached Contract Plans, these Contract Provisions and the Standard Specifications.

   The Contract Work shall be Physically Complete within 40 Working Days from the Notice to Proceed.

2. **EFFECTIVE DATE:** This Contract is effective as of the last signature of the Contract.

3. **E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty days after execution of this Contract. Contractor shall ensure all Contractor employees and any subcontractor(s) assigned to perform work under this Contract are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

4. **CONTRACTOR RESPONSIBLITIES FOR SUBCONTRACTOR:** The Contractor shall include the language of this section in all tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all federal, state and municipal laws, rules and regulations whatsoever.

   At any time of the subcontract execution, the Contractor shall verify that all tier subcontractors meet the following bidder responsibility criteria:

   a. Have a current certificate of registration in compliance with Chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal.
   b. Have a current Washington Unified Business Identifier (UBI) number.
   c. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350.
   d. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through civil judgement entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of Chapter 49.46, 49.48 or 49.52 RCW.
   e. If applicable, have:
      i. Industrial Insurance (worker's compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW.
      ii. A Washington Employment Security Department reference number, as required in Title 50 RCW.
      iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW.
      iv. An electrical contractor license, if required by Chapter 19.28 RCW.
      v. An elevator contractor license, if required by Chapter 70.87 RCW.
   f. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

5. **DELINQUENT STATE TAXES**: The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

6. **COMPENSATION AND SCHEDULE OF PAYMENTS**: 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 include 8.8% Washington State Sales Tax (if applicable) $353,078.85 USD.

The amount finally to be paid is, however, variable upon the Work actually performed, and final payment will be made upon the basis of the amount of work performed and the materials furnished, and at the lump sum or unit prices fixed in the Contractor's Bid as modified by any and all approved Change Orders.

7. **CONTRACTOR'S INSURANCE**: The Contractor agrees to the following requirements relating to insurance coverage. Provide a Certificate of Liability Insurance. Said certificate must be provided on a standard "ACORD" form, or its equivalent, and must provide that coverage shall not be canceled or modified without 30 days prior written notice to the City of Vancouver.

   The City of Vancouver may inspect all policies, and copies shall be provided to the City upon request. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The City reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

   The Contractor agrees to procure insurance coverage as required below:

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 Contract.	
Combined Single Limit	$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000

COVERAGE	LIMITS OF LIABILITY
Each Claim Annual Aggregate	$1,000,000 $2,000,000
IV. Pollution Legal Liability	
Each Claim Annual Aggregate	$1,000,000 $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 Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as 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 Worker's 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. Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

d. The City of Vancouver shall be listed on the Certificate as Certificate Holder.

e. Cover Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

f. Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages required for Commercial General Liability and Auto Liability. Upon request of the City, the Contractor shall provide evidence of such insurance.

g. The Contractor shall keep this insurance in force during the term of the Contract and for thirty (30) days after the Physical Completion date. The Contractor shall provide the City and all Additional Insured with written notice of any policy cancellation, within two business days of their receipt of such notice.

h. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, suspend work or terminate the contract.

i. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.

8. **CONTRACTOR'S BOND**: The Contractor agrees that before it undertakes performance of this Contract, it will file with the City a Performance Bond and a Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, especially with the provisions of Chapter 39.08 RCW.

9. **DISPUTE RESOLUTION**: In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute cannot be resolved through mediation, either party may initiate litigation pursuant to the governing law and venue provisions of this Contract. The Parties agree to pay their own attorneys' fees and expenses.

10. **GOVERNING LAW/VENUE**: This Contract 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 Contract shall be brought in the Superior Court of Clark County, Washington.

11. **EMPLOYMENT OF LABOR**: The Contractor agrees that all persons employed by the Contractor and by any of its subcontractor and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any day, except as provided or allowed by Chapter 49.28 RCW and WAC 296.127 and any amendment thereto.

12. **PAYMENT OF LABOR**: The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing wage rate for an hour's work, in accordance with the provisions of Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto.

    The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded more than six (6) months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

    In case any dispute arises as to what the prevailing rate of wages for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall

be referred to the director of the Department of Labor and Industries of the State of Washington for arbitration, and the director's decision shall be final, conclusive and binding on all parties involved in the dispute.

13. **PAYMENT TO THE CONTRACTOR**: Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate pending all compliance with all contractual requirements. A sum equal to 5% may be reserved and retained from monies earned by the Contractor in accordance with Chapter 60.28 RCW. The City reserves the right to require Contractor to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Contractor agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Contractor agrees to issue a refund of any of any overages paid in error by the City.

    Release of the retained percentage or the retainage bond shall be in accordance with Chapter 60.28 RCW. Every person performing labor or furnishing supplies toward the completion of said improvement of work shall have a lien upon said monies so reserved; provided, that such notice of the lien of such claimant shall be given in the manner provided in RCW 39.08.030 and within the time provided in Chapter 60.28 RCW as now existing and in accordance with any amendments that may hereafter be made thereto.

    No payment shall be made to the Contract, however, until the Contractor and all subcontractors who have performed work shall have filed and received approval of a Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040 from the Washington State Department of Labor and Industries. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in RCW 39.12.120. A Contractor and all subcontractors shall, file a copy of its certified payroll records using the Department of Labor and Industries online system on a monthly basis. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

14. **INDEMNIFICATION**: Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, including but not limited to demands, claims, causes of action, suits or judgements, claims of copyright or patent infringement, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract.

    In the event that any suit based on such a claim, demand, loss, damage, cost or cause of action is brought against the Contractor, the City retains the right to participate in said suit.

    This indemnity and hold harmless shall include any claim made against the City by an employee of the Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from liability pursuant to worker's compensation statute, Title 51 RCW. 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. This indemnity and hold harmless shall NOT apply in the case where liability arises from the sole negligence of the City. The Contractor specifically acknowledges that 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.

15. **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 Contract, 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 or any third party, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of the original City.

16. **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 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.

17. **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 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 solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

18. **AMENDMENTS**: All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.

19. **AUTHORIZATION AND COMPLIANCE WITH THE LAW**: The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.

20. **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 website or by

phone at 800-451-7985, or the City's website to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

21. **RELATION OF PARTIES**: The Contractor, its subcontractors, agents and employees are independent contractors performing services for the City and are not employees of the City; shall not as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.

22. **ASSIGNMENT**: This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.

23. **TERMINATION FOR 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 Contract is terminated prior to the completion of Work, Contractor will only be paid for the Work completed at the time of termination of the Contract.

24. **TERMINATION FOR CAUSE**: In the event the Contractor is, or has been, in violation of the terms of this Contract, including the solicitation, the City reserves the right, upon written notice to the Contractor, 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 Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the Contract.

    If it is later determined by the City that the Contractor 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 Contractor, the City after setting up a new delivery or performance schedule, may allow the Contractor to continue work or treat the termination as a termination for convenience.

25. **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 the 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 its sureties for said breach or default, including but not limited to, termination of this Contract for convenience.

26. **WAIVER AND REMEDIES**: City's failure to enforce 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. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

27. **ENTIRETY OF CONTRACT:** This Contract incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Contract. 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 Contract.

28. **USE OF CITY'S NAME:** Contractor may not use any of City's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.

29. **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.

30. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**: During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation and benefits, including apprenticeship.

31. **BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors and assigns.

32. **RATIFICATION:** Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.

33. **CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts, all of which are incorporated herein by reference, and any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
    1. Amendments to the Contract,
    2. This Contract,
    3. Contractor's Bid including all Addenda to the Solicitation,
    4. Special Provisions,
    5. Contract Plan Set,
    6. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
    7. City of Vancouver Standard Plans,
    8. WSDOT Standard Specifications,
    9. WSDOT Standard Plans.

On the Contract Plans, Working Drawings and Standard Plans, figured dimensions shall take precedence over scaled dimensions.

Whenever reference is made in these Specifications or the Special Provisions to codes, rules, specifications and standards, the reference shall be construed to mean the code, rule, specification or standard that is in effect on the Invitation to Bid advertisement date, unless otherwise stated or as required by law.

If any part of the Contract requires Work that does not include a description for how the Work is to be performed, the Work shall be performed in accordance with standard trade practice(s). For purposes of the Contract, a standard trade practice is one having such regularity of observance in the trade as to justify an expectation that it will be observed by the Contractor in doing the Work.

34. NOTICES: All notices which are given or required to be given pursuant to this Contract 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
anna.vogel@cityofvancouver.us

For the Contractor:
Andrew Halme
Halme Excavating, Inc.,
22514 NE 72nd Ave.
Battle Ground, WA 98604
office@halmepnw.com

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

CITY OF VANCOUVER
A municipal corporation

Lon Pluckhahn, City Manager

Date

Attest:

Lisa Brandl, City Clerk

Approved as to form:

Nena Cook, City Attorney

CONTRACTOR:
Company Name

Signature

Printed Name /Title

Date

Staff Report: 070-26

To: Mayor and City Council
From: City Manager
Date: April 6, 2026

Subject

Bid Award - West Vancouver Phase 1 Sanitary Sewer Improvements and Alki Road Water Main Replacement - ITB26-13

Key Points

- This project will extend new public sanitary sewer to 87 parcels currently utilizing septic systems.
- This project will replace aging and undersized water mains with new larger water mains to increase water system integrity and reliability.
- The City received nine bids for the project; one was non-responsive.
- Staff propose awarding a contract to the lowest, responsive bidder, Advanced Excavating Specialists, LLC, of Kelso, WA, at the bid price of $2,245,532.69.

Strategic Plan Alignment

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

Present Situation

This project will extend approximately 3,600 linear feet of 8-inch gravity sewer main and approximately 1,700 linear feet of 2-inch pressure sewer main. This project will provide public sewer to 87 parcels in several small areas west of Interstate 5 and north of Mill Plain Boulevard. There was coordination between the Water and Wastewater Collections teams on this project to also replace approximately 680 linear feet of 2-inch galvanized water main and 8-inch ductile iron main to increase the water system integrity and reliability.

On March 3, 2026, the City received 9 bids for the subject project. The bids ranged between $2,245,532.69 and $3,666,956.49. The low bidder was responsive. The bids were as follows:

SUMMARY OF BIDS	
BIDDER	**AMOUNT**
Advanced Excavating Specialists, LLC of Kelso, WA	$2,245,532.69
Nutter Corporation of Vancouver, WA	$2,294,783.80
Eadon Prairie Construction of Winlock, WA	$2,347,369.77
Swofford Excavating of Washougal, WA	$2,368,259.79
Grade Werks Excavating of Battle ground, WA	$2,489,476.60

Colf Construction, LLC of Vancouver, WA	$2,543,207.24
SGC of Seattle, WA	$2,664,164.79
Midway Underground, LLC of Toledo, WA	$3,666,956.49
NW Grouting	Non-Responsive
Engineers Cost Estimate	$2,530,000.00

There is a minimum apprenticeship goal of 15% of the utilization labor hours for this project. Advanced Excavating Specialists of Kelso, WA has submitted an Apprenticeship Utilization Plan to meet or exceed this goal by using approximately 1,095 hours of apprenticeship time of the estimated total of 7,299 applicable labor hours for this project.

Advantage(s)

1. Provide safe, reliable public sanitary sewer to 87 parcels.
2. Provide an upgrade to the water service in the identified areas.

Challenge(s)
None

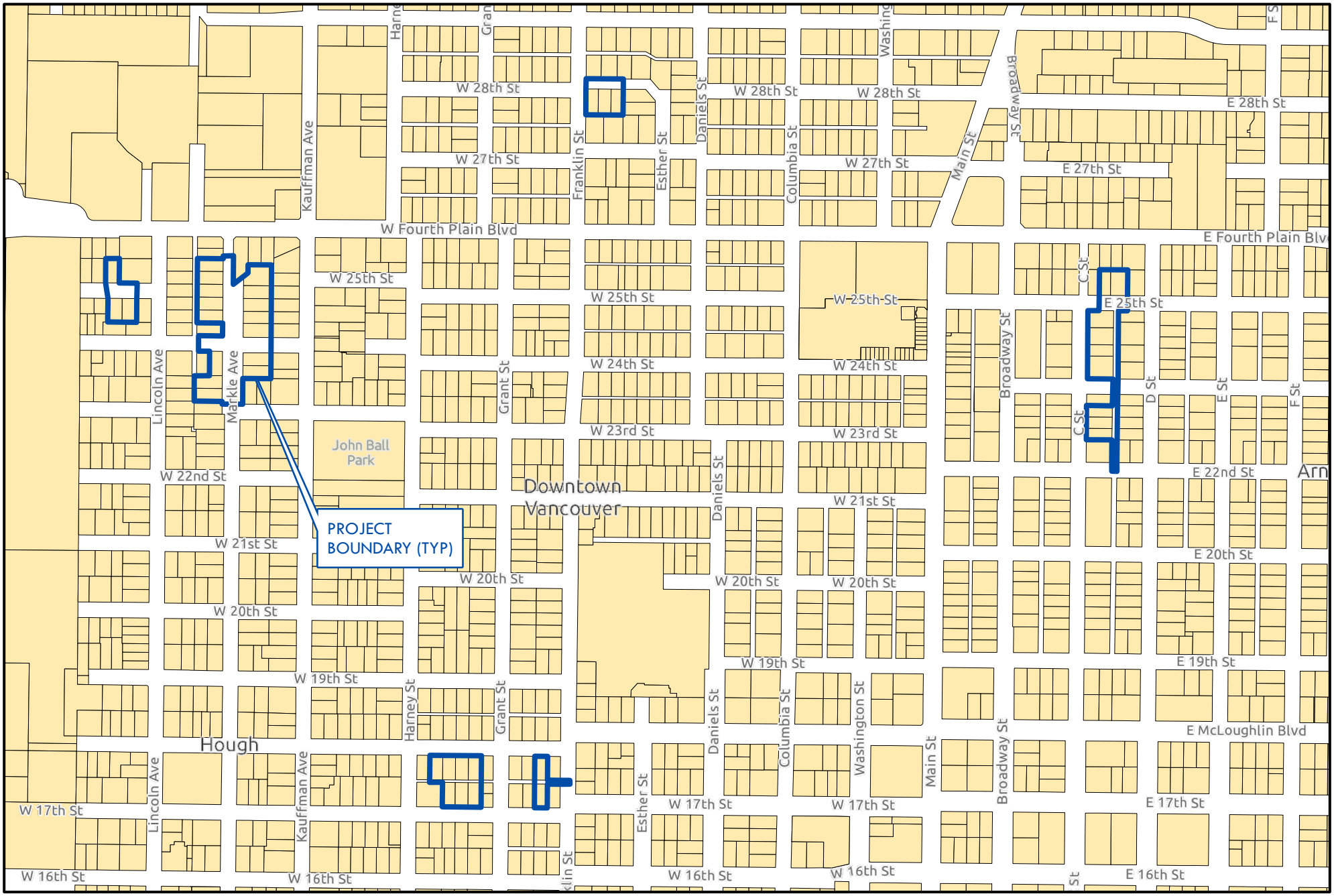
Budget Impact
Funds for this project were budgeted in the Wastewater Collections Capital Improvement Budget and the Water Capital Improvement Budget.

Prior Council Review
Funding previously reviewed by Council as part of the 2025-2026 Wastewater Collections Construction Fund Capital Budget and Water Construction Fund Capital Budget.

Action Requested
On Monday, March 16, 2026, award a construction contract for West Vancouver Phase 1 Sewer Improvements and Alki Rd Water Replacement Project to the lowest responsive bidder, Advanced Excavating Specialists, LLC, of Kelso, WA, at the bid price of $2,245,532.69, 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.

Staff Contact
Sheryl Hale, Engineering Manager, sheryl.hale@cityofvancouver.us

Attachments:
1. Boundary Maps - Sanitary Sewer
2. Boundry Map - Alki Rd Water
3. ITB26-13 - UnExContract



CITY OF Vancouver WASHINGTON

West Vancouver Phase 1 (PRJ100731)
Southern Sites (39 Parcels)
March 12, 2026
Sheet 1 of 2

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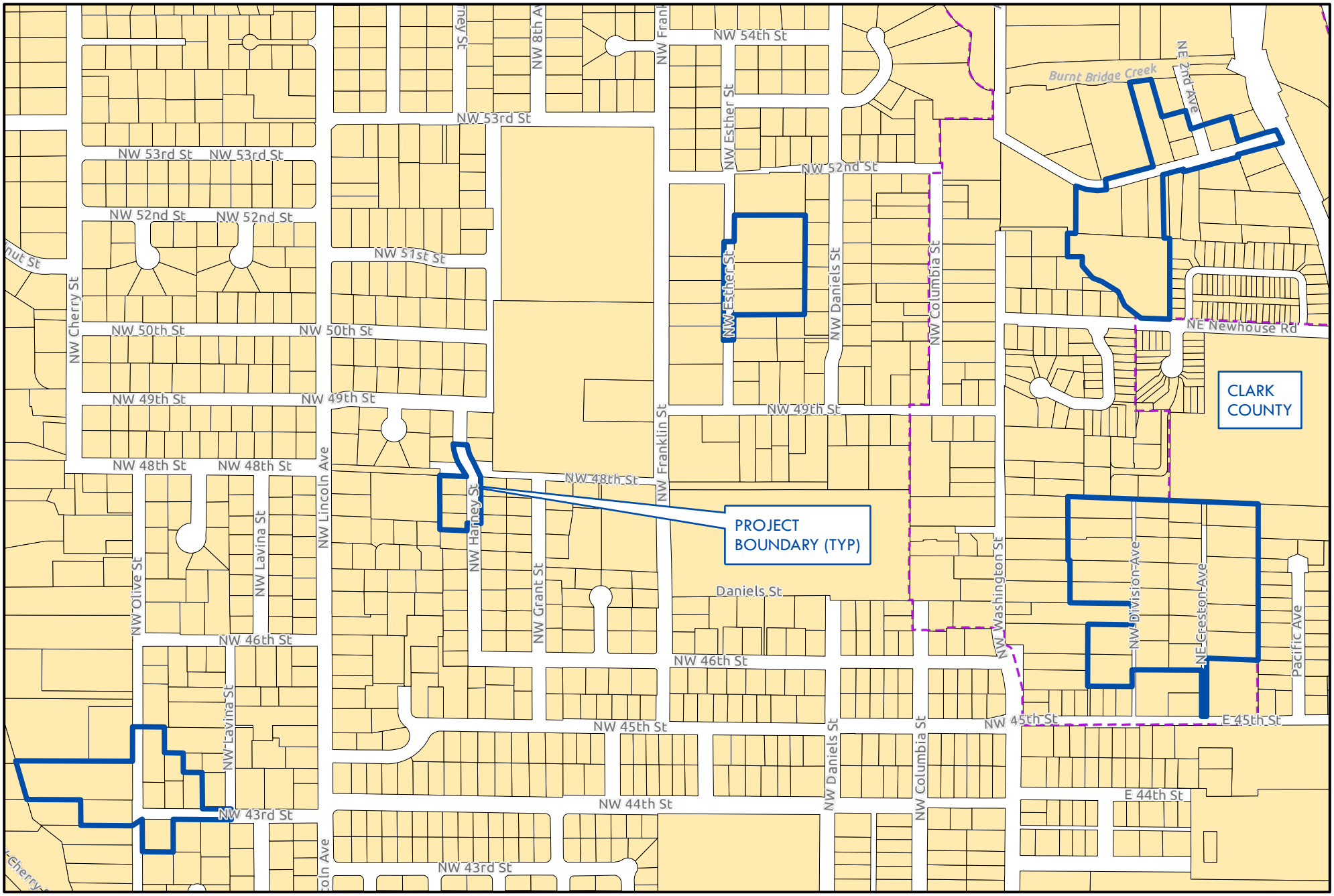
1 inch = 500 feet



CITY OF Vancouver WASHINGTON

West Vancouver Phase 1 (PRJ100731)
Northern Sites (48 Parcels)
March 12, 2026
Sheet 2 of 2

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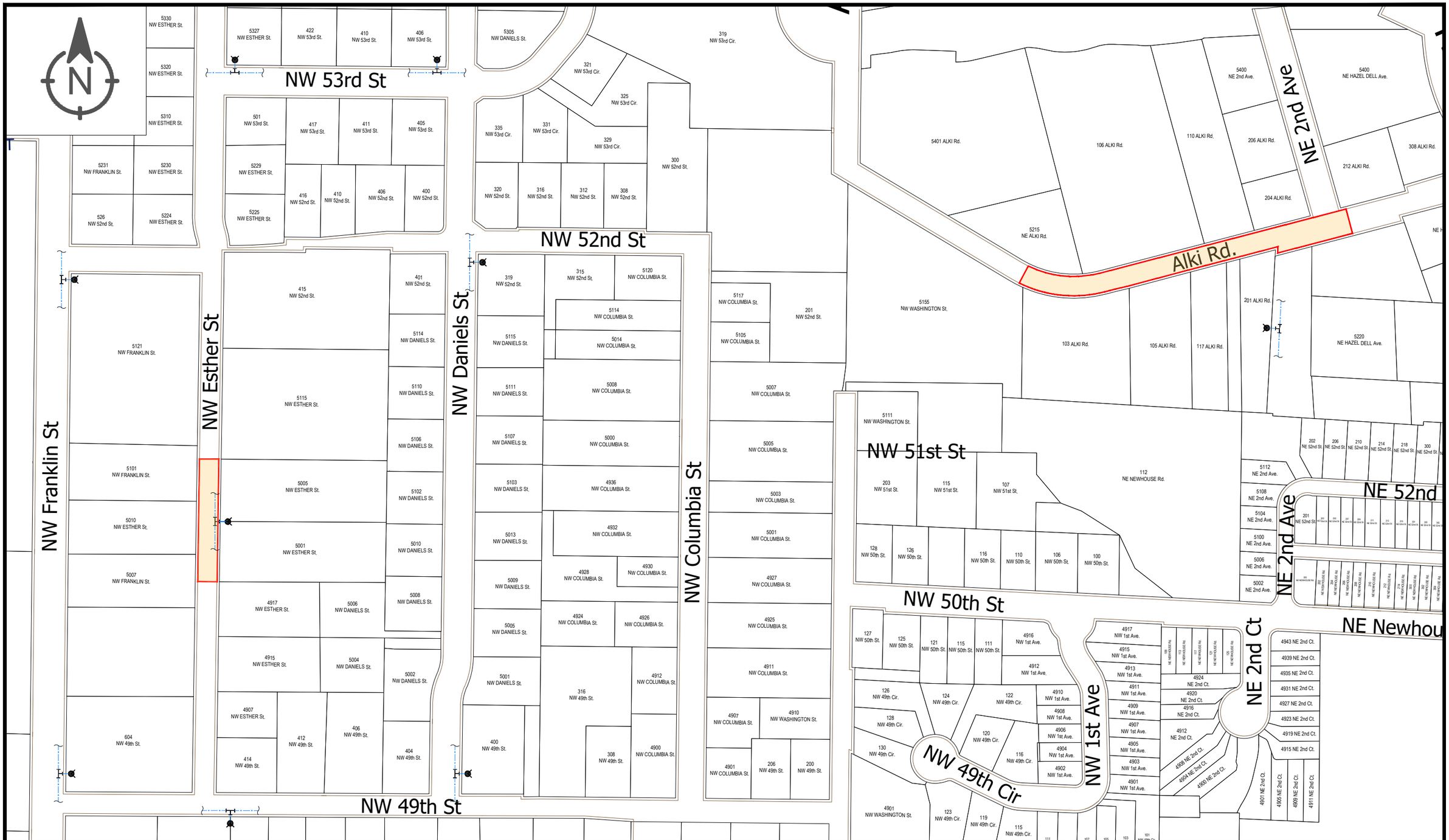
1 inch = 500 feet



CITY OF Vancouver WASHINGTON Public Works

PRJ100877 - Alki Rd: (New Main & FH)
NW Esther St: (New FH)

LEGEND

- WATER MAIN
- BOUNDRY OF CONSTRUCTION AREA

CONSTRUCTION CONTRACT # C-102229
ITB 26-13: West Vancouver Phase 1 Sanitary Sewer Improvements - Alki Rd Water Main Replacement

This Contract (hereinafter referred to as the "Contract") 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 Advanced Excavating Specialists, LLC, 1200 Hazel Street, Kelso, WA 98626 (hereinafter referred to as the "Contractor"). The City and the 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 public works construction and other related services for the work described herein;

WHEREAS, Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 26-13 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions, and City Council's approval on Monday, April 6, 2026 per Staff Report No. ##-##; and

WHEREAS, the Contractor represents by entering into this Contract that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, and to the standards required by the City.

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

1. **STATEMENT OF WORK**: The Contractor hereby agrees to furnish all materials, labor, tools, machinery and implements of every description necessary to complete the work in a professional manner within the time limits stated in this Contract for the construction and installation of the following improvements and will make all necessary arrangements for the obtaining of permits from the United States, State of Washington, and/or any of its agencies as may be necessary to do the work required and covered by this Contract.

   The Contractor shall furnish and install approximately 3,600 linear feet of 8-inch gravity sewer main and 1,700 linear feet of 2-inch pressure sewer main. The sewer will be installed in various locations within and outside of City of Vancouver city limits and will include laterals, manholes, and all appurtenances as shown on the plans and specifications herein.

   The Contractor shall furnish and install; approximately 372 feet of 8 and 6-inch diameter ductile iron water main with associated fire hydrants, valves, appurtenances, fittings and pavement restoration; All work shall be as shown on the Plans and as specified herein.

The Contractor shall restore the pavement where pipe trenching takes place as specified herein. Sections of Markle Avenue, NW Harney Street and the alleyway between C & D Streets will be planed and paved to the limits as shown on the plans and specifications herein.

The Contract Work shall be Physically Complete within 100 Working Days from the Notice to Proceed.

2. **EFFECTIVE DATE:** This Contract is effective as of the last signature of the Contract.

3. **E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty days after execution of this Contract. Contractor shall ensure all Contractor employees and any subcontractor(s) assigned to perform work under this Contract are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

4. **CONTRACTOR RESPONSIBLITIES FOR SUBCONTRACTOR:** The Contractor shall include the language of this section in all tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all federal, state and municipal laws, rules and regulations whatsoever.

   At any time of the subcontract execution, the Contractor shall verify that all tier subcontractors meet the following bidder responsibility criteria:

   a. Have a current certificate of registration in compliance with Chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal.
   b. Have a current Washington Unified Business Identifier (UBI) number.
   c. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350.
   d. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through civil judgement entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of Chapter 49.46, 49.48 or 49.52 RCW.
   e. If applicable, have:
      i. Industrial Insurance (worker's compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW.
      ii. A Washington Employment Security Department reference number, as required in Title 50 RCW.
      iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW.
      iv. An electrical contractor license, if required by Chapter 19.28 RCW.
      v. An elevator contractor license, if required by Chapter 70.87 RCW.
   f. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

5. **DELINQUENT STATE TAXES**: The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

6. **COMPENSATION AND SCHEDULE OF PAYMENTS**: 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 include 8.8% Washington State Sales Tax (if applicable) $2,245,532.69 USD.

   The amount finally to be paid is, however, variable upon the Work actually performed, and final payment will be made upon the basis of the amount of work performed and the materials furnished, and at the lump sum or unit prices fixed in the Contractor's Bid as modified by any and all approved Change Orders.

7. **CONTRACTOR'S INSURANCE**: The Contractor agrees to the following requirements relating to insurance coverage. Provide a Certificate of Liability Insurance. Said certificate must be provided on a standard "ACORD" form, or its equivalent, and must provide that coverage shall not be canceled or modified without 30 days prior written notice to the City of Vancouver.

   The City of Vancouver may inspect all policies, and copies shall be provided to the City upon request. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The City reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

   The Contractor agrees to procure insurance coverage as required below:

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 Contract.	

COVERAGE	LIMITS OF LIABILITY
Combined Single Limit	$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence Employer's Liability Disease Each Employee Disease Policy Limit Each Claim Annual Aggregate	Statutory $1,000,000 $1,000,000 $1,000,000 $1,000,000 $2,000,000
IV. Pollution Legal Liability	
Each Claim Annual Aggregate	$3,000,000 $6,000,000

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

a. City Listed as Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as 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 Worker's 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. Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

d. The City of Vancouver shall be listed on the Certificate as Certificate Holder.

e. Cover Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

f. Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages required for Commercial General Liability and Auto Liability. Upon request of the City, the Contractor shall provide evidence of such insurance.

g. The Contractor shall keep this insurance in force during the term of the Contract and for thirty (30) days after the Physical Completion date. The Contractor shall provide the City and all Additional Insured with written notice of any policy cancellation, within two business days of their receipt of such notice.

h. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, suspend work or terminate the contract.

i. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.

8. **CONTRACTOR'S BOND**: The Contractor agrees that before it undertakes performance of this Contract, it will file with the City a Performance Bond and a Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, especially with the provisions of Chapter 39.08 RCW.

9. **DISPUTE RESOLUTION**: In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute cannot be resolved through mediation, either party may initiate litigation pursuant to the governing law and venue provisions of this Contract. The Parties agree to pay their own attorneys' fees and expenses.

10. **GOVERNING LAW/VENUE**: This Contract 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 Contract shall be brought in the Superior Court of Clark County, Washington.

11. **EMPLOYMENT OF LABOR**: The Contractor agrees that all persons employed by the Contractor and by any of its subcontractor and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any day, except as provided or allowed by Chapter 49.28 RCW and WAC 296.127 and any amendment thereto.

12. **PAYMENT OF LABOR**: The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing wage rate for an hour's work, in accordance with the provisions of Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto.

    The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded

more than six (6) months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

In case any dispute arises as to what the prevailing rate of wages for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the director of the Department of Labor and Industries of the State of Washington for arbitration, and the director's decision shall be final, conclusive and binding on all parties involved in the dispute.

13. **PAYMENT TO THE CONTRACTOR**: Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate pending all compliance with all contractual requirements. A sum equal to 5% may be reserved and retained from monies earned by the Contractor in accordance with Chapter 60.28 RCW. The City reserves the right to require Contractor to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Contractor agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Contractor agrees to issue a refund of any of any overages paid in error by the City.

    Release of the retained percentage or the retainage bond shall be in accordance with Chapter 60.28 RCW. Every person performing labor or furnishing supplies toward the completion of said improvement of work shall have a lien upon said monies so reserved; provided, that such notice of the lien of such claimant shall be given in the manner provided in RCW 39.08.030 and within the time provided in Chapter 60.28 RCW as now existing and in accordance with any amendments that may hereafter be made thereto.

    No payment shall be made to the Contract, however, until the Contractor and all subcontractors who have performed work shall have filed and received approval of a Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040 from the Washington State Department of Labor and Industries. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in RCW 39.12.120. A Contractor and all subcontractors shall, file a copy of its certified payroll records using the Department of Labor and Industries online system on a monthly basis. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

14. **INDEMNIFICATION**: Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, including but not limited to demands, claims, causes of action, suits or judgements, claims of copyright or patent infringement, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract.

    In the event that any suit based on such a claim, demand, loss, damage, cost or cause of action is brought against the Contractor, the City retains the right to participate in said suit.

    This indemnity and hold harmless shall include any claim made against the City by an employee of the Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from liability pursuant to worker's compensation statute, Title 51 RCW. 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. This indemnity and hold harmless shall NOT apply in the case where liability arises from the sole negligence of the City. The Contractor specifically acknowledges that 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.

15. **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 Contract, 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 or any third party, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of the original City.

16. **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 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.

17. **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 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 solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

18. **AMENDMENTS**: All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.

19. **AUTHORIZATION AND COMPLIANCE WITH THE LAW**: The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.

20. **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 website or by phone at 800-451-7985, or the City's website to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

21. **RELATION OF PARTIES**: The Contractor, its subcontractors, agents and employees are independent contractors performing services for the City and are not employees of the City; shall not as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.

22. **ASSIGNMENT**: This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.

23. **TERMINATION FOR 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 Contract is terminated prior to the completion of Work, Contractor will only be paid for the Work completed at the time of termination of the Contract.

24. **TERMINATION FOR CAUSE**: In the event the Contractor is, or has been, in violation of the terms of this Contract, including the solicitation, the City reserves the right, upon written notice to the Contractor, 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 Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the Contract.

    If it is later determined by the City that the Contractor 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 Contractor, the City after setting up a new delivery or performance schedule, may allow the Contractor to continue work or treat the termination as a termination for convenience.

25. **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 the 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 its sureties for said breach or default, including but not limited to, termination of this Contract for convenience.

26. **WAIVER AND REMEDIES**: City's failure to enforce 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. Remedies under

this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

27. **ENTIRETY OF CONTRACT:** This Contract incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Contract. 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 Contract.

28. **USE OF CITY'S NAME:** Contractor may not use any of City's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.

29. **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.

30. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**: During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation and benefits, including apprenticeship.

31. **BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors and assigns.

32. **RATIFICATION:** Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.

33. **CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts, all of which are incorporated herein by reference, and any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

    1. Amendments to the Contract,
    2. This Contract,
    3. Contractor's Bid including all Addenda to the Solicitation,
    4. Special Provisions,
    5. Contract Plan Set,
    6. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
    7. City of Vancouver General Requirements and Details for the Design and Construction of Public Sanitary Sewers,
    8. City of Vancouver Standard Plans,

9. WSDOT Standard Specifications,
10. WSDOT Standard Plans.

On the Contract Plans, Working Drawings and Standard Plans, figured dimensions shall take precedence over scaled dimensions.

Whenever reference is made in these Specifications or the Special Provisions to codes, rules, specifications and standards, the reference shall be construed to mean the code, rule, specification or standard that is in effect on the Invitation to Bid advertisement date, unless otherwise stated or as required by law.

If any part of the Contract requires Work that does not include a description for how the Work is to be performed, the Work shall be performed in accordance with standard trade practice(s). For purposes of the Contract, a standard trade practice is one having such regularity of observance in the trade as to justify an expectation that it will be observed by the Contractor in doing the Work.

34. NOTICES: All notices which are given or required to be given pursuant to this Contract 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
anna.vogel@cityofvancouver.us

For the Contractor:
Chad Rorabaugh
Advanced Excavating Specialists, LLC
1200 Hazel Street
Kelso, WA 98626
chad@advexc.com

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

CITY OF VANCOUVER
A municipal corporation

Lon Pluckhahn, City Manager

Date

Attest:

Lisa Brandl, City Clerk

CONTRACTOR:
Advanced Excavating Specialists, LLC

Signature

Printed Name /Title

Date

Approved as to form:

Nena Cook, City Attorney

CITY OF Vancouver WASHINGTON

Staff Report: 071-26

To: Mayor and City Council
From: City Manager
Date: April 6, 2026

Subject

Bid Award - Marine Park Wastewater Treatment Facility Headworks Equipment Replacement - ITB 26-9

Key Points

- This project increases wastewater treatment efficiency at Marine Park Wastewater Treatment Facility by upgrading the influent screening system with new screens, conveyor, and washer-compactors.
- Five bids were received, and Prospect Construction Inc. has been determined to be the lowest responsive and responsible bidder.
- The Contractor proposes to meet the City's apprenticeship utilization goal of 15%.

Strategic Plan Alignment

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

Present Situation

The Marine Park Wastewater Treatment Facility (MPWTF) headworks equipment replacement project will replace aging headwords equipment at the facility. The headworks is the initial stage where wastewater enters the treatment process. Existing equipment, including half-inch bar screens, a screenings conveyor, and two screenings dewatering presses, was installed when the facility was constructed and is nearing the end of its useful life. This project will install modern perforated plate screens with quarter-inch openings, a new screenings conveyor, and two screenings washer compactors. These improvements will bring equipment up to current standards and improve efficiency while reducing long-term operations and maintenance costs.

On February 24th, 2026, the City received six bids for the subject project. The bids ranged between $3,827,214.08 and $5,219,690.88. The low bidder was responsive. The bids were as follows.

SUMMARY OF BIDS	
BIDDER	**AMOUNT**
Prospect Construction, Inc.	$3,827,214.08
Tapani, Inc.	$3,997,312.00
Stellar J Corporation	$4,311,744.00
Rotschy, Inc	$4,356,246.46
James W Fowler Co	$4,440,332.89

McClure and Sons, Inc.	$5,219,690.88
Engineer's Cost Estimate	$5,462,000.00

There is a minimum apprenticeship goal of 15% of the utilized labor hours for this project. Prospect Construction, Inc. of Puyallup, WA, has submitted an Apprenticeship Utilization Plan to meet or exceed this goal by using approximately 683 hours of apprentice time of the estimated total of 3,675 applicable labor hours for this project.

Advantage(s)

1. The project replaces original equipment that is nearing the end of its useful life.
2. This upgraded equipment will capture smaller debris earlier in the treatment process, helping to prevent damage to downstream equipment and improving the overall reliability and performance of the wastewater treatment system at MPWTF.
3. The new screening system will meet current Washington Department of Ecology regulations for screen opening size at less than 3/8-inch opening.

Challenge(s)

Project work will be conducted during continuous operation of Marine Park Wastewater Treatment Facility. However, one or more screening channels are normally offline, and sequencing work with each channel will not disrupt treatment operations.

Budget Impact

Funds for this project were budgeted in the Wastewater Treatment Capital Improvement Budget.

Prior Council Review

Incorporated in the 2025-2026 Wastewater Treatment Capital Budget.

Action Requested

On Monday, April 6, 2026, award a construction contract for Marine Park wastewater treatment facility headworks equipment replacement project to the lowest responsive and responsible bidder, Prospect Construction, Inc. of Puyallup, WA, at their bid price of $3,827,214.08, 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.

Staff Contact

Gavin Zirkel, Civil Engineer, Frank Dick, Wastewater Treatment Program Manager, Gavin.Zirkel@cityofvancouver.us, frank.dick@cityofvancouver.us

Attachments:

1. Vicinity Map
2. ITB26-9 - UnExContract

Marine Park WWTF

CITY OF Vancouver WASHINGTON

Esri Community Maps Contributors, County of Clark, WA, Oregon Metro, Oregon State Parks, State of Oregon GEO, WA State Parks GIS, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS

CONSTRUCTION CONTRACT # C-102230
ITB 26-9: Marine Park Headwork Equipment Replacement

This Contract (hereinafter referred to as the "Contract") 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 Prospect Construction, Inc., 116 23rd St. SE, Puyallup, WA 98372 (hereinafter referred to as the "Contractor"). The City and the 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 public works construction and other related services for the work described herein;

WHEREAS, Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 26-9 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions, and City Council's approval on Monday, April 6, 2026 per Staff Report No. ##-##; and

WHEREAS, the Contractor represents by entering into this Contract that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, and to the standards required by the City.

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

1. **STATEMENT OF WORK**: The Contractor hereby agrees to furnish all materials, labor, tools, machinery and implements of every description necessary to complete the work in a professional manner within the time limits stated in this Contract for the construction and installation of the following improvements and will make all necessary arrangements for the obtaining of permits from the United States, State of Washington, and/or any of its agencies as may be necessary to do the work required and covered by this Contract.

   This Contract provides for the replacement of three existing climber screens, existing shaftless screw conveyor, and two existing hydraulic ram presses. The Work includes removal of existing equipment and demolition of concrete as needed to install new perforated plate screens, Sutro weirs, shaftless screw conveyor, and other work, all in accordance with the attached Contract Plans, these Contract Provisions and the Standard Specifications.

   The Contract Work shall be Physically Complete within 325 Working Days from the Notice to Proceed.

2. **EFFECTIVE DATE:** This Contract is effective as of the last signature of the Contract.

3. **E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty days after execution of this Contract. Contractor shall ensure all Contractor employees and any subcontractor(s) assigned to perform work under this Contract are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

4. **CONTRACTOR RESPONSIBLITIES FOR SUBCONTRACTOR:** The Contractor shall include the language of this section in all tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all federal, state and municipal laws, rules and regulations whatsoever.

   At any time of the subcontract execution, the Contractor shall verify that all tier subcontractors meet the following bidder responsibility criteria:

   a. Have a current certificate of registration in compliance with Chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal.
   b. Have a current Washington Unified Business Identifier (UBI) number.
   c. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350.
   d. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through civil judgement entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of Chapter 49.46, 49.48 or 49.52 RCW.
   e. If applicable, have:
      i. Industrial Insurance (worker's compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW.
      ii. A Washington Employment Security Department reference number, as required in Title 50 RCW.
      iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW.
      iv. An electrical contractor license, if required by Chapter 19.28 RCW.
      v. An elevator contractor license, if required by Chapter 70.87 RCW.
   f. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

5. **DELINQUENT STATE TAXES**: The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

6. **COMPENSATION AND SCHEDULE OF PAYMENTS**: 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 include 8.8% Washington State Sales Tax (if applicable) $3,827,214.08 USD.

The amount finally to be paid is, however, variable upon the Work actually performed, and final payment will be made upon the basis of the amount of work performed and the materials furnished, and at the lump sum or unit prices fixed in the Contractor's Bid as modified by any and all approved Change Orders.

7. **CONTRACTOR'S INSURANCE**: The Contractor agrees to the following requirements relating to insurance coverage. Provide a Certificate of Liability Insurance. Said certificate must be provided on a standard "ACORD" form, or its equivalent, and must provide that coverage shall not be canceled or modified without 30 days prior written notice to the City of Vancouver.

   The City of Vancouver may inspect all policies, and copies shall be provided to the City upon request. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The City reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

   The Contractor agrees to procure insurance coverage as required below:

COVERAGE	LIMITS OF LIABILITY
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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 Contract.	
Combined Single Limit	$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
Each Claim	$1,000,000

COVERAGE	LIMITS OF LIABILITY
Annual Aggregate	$2,000,000
IV. Pollution Legal Liability	
Each Claim Annual Aggregate	$3,000,000 $6,000,000

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

a. City Listed as Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as 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 Worker's 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. Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

d. The City of Vancouver shall be listed on the Certificate as Certificate Holder.

e. Cover Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

f. Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages required for Commercial General Liability and Auto Liability. Upon request of the City, the Contractor shall provide evidence of such insurance.

g. The Contractor shall keep this insurance in force during the term of the Contract and for thirty (30) days after the Physical Completion date. The Contractor shall provide the City and all Additional Insured with written notice of any policy cancellation, within two business days of their receipt of such notice.

h. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, suspend work or terminate the contract.

i. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.

8. **CONTRACTOR'S BOND**: The Contractor agrees that before it undertakes performance of this Contract, it will file with the City a Performance Bond and a Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, especially with the provisions of Chapter 39.08 RCW.

9. **DISPUTE RESOLUTION**: In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute cannot be resolved through mediation, either party may initiate litigation pursuant to the governing law and venue provisions of this Contract. The Parties agree to pay their own attorneys' fees and expenses.

10. **GOVERNING LAW/VENUE**: This Contract 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 Contract shall be brought in the Superior Court of Clark County, Washington.

11. **EMPLOYMENT OF LABOR**: The Contractor agrees that all persons employed by the Contractor and by any of its subcontractor and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any day, except as provided or allowed by Chapter 49.28 RCW and WAC 296.127 and any amendment thereto.

12. **PAYMENT OF LABOR**: The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing wage rate for an hour's work, in accordance with the provisions of Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto.

    The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded more than six (6) months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

    In case any dispute arises as to what the prevailing rate of wages for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the director of the Department of Labor and Industries of the State of Washington for arbitration, and the director's decision shall be final, conclusive and binding on all parties involved in the dispute.

13. **PAYMENT TO THE CONTRACTOR**: Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate pending all compliance with all contractual requirements. A sum equal to 5% may be reserved and retained from monies earned by the Contractor in accordance with Chapter 60.28 RCW. The City reserves the right to require Contractor to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Contractor agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Contractor agrees to issue a refund of any of any overages paid in error by the City.

    Release of the retained percentage or the retainage bond shall be in accordance with Chapter 60.28 RCW. Every person performing labor or furnishing supplies toward the completion of said improvement of work shall have a lien upon said monies so reserved; provided, that such notice of the lien of such claimant shall be given in the manner provided in RCW 39.08.030 and within the time provided in Chapter 60.28 RCW as now existing and in accordance with any amendments that may hereafter be made thereto.

    No payment shall be made to the Contract, however, until the Contractor and all subcontractors who have performed work shall have filed and received approval of a Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040 from the Washington State Department of Labor and Industries. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in RCW 39.12.120. A Contractor and all subcontractors shall, file a copy of its certified payroll records using the Department of Labor and Industries online system on a monthly basis. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

14. **INDEMNIFICATION**: Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, including but not limited to demands, claims, causes of action, suits or judgements, claims of copyright or patent infringement, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract.

    In the event that any suit based on such a claim, demand, loss, damage, cost or cause of action is brought against the Contractor, the City retains the right to participate in said suit.

    This indemnity and hold harmless shall include any claim made against the City by an employee of the Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from liability pursuant to worker's compensation statute, Title 51 RCW. 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. This indemnity and hold harmless shall NOT apply in the case where liability arises from the sole negligence of the City. The Contractor specifically acknowledges that 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.

15. **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 Contract, 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 or any third party, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of the original City.

16. **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 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.

17. **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 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 solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

18. **AMENDMENTS**: All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.

19. **AUTHORIZATION AND COMPLIANCE WITH THE LAW**: The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.

20. **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 website or by phone at 800-451-7985, or the City's website to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

21. **RELATION OF PARTIES**: The Contractor, its subcontractors, agents and employees are independent contractors performing services for the City and are not employees of the

City; shall not as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.

22. **ASSIGNMENT**: This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.

23. **TERMINATION FOR 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 Contract is terminated prior to the completion of Work, Contractor will only be paid for the Work completed at the time of termination of the Contract.

24. **TERMINATION FOR CAUSE**: In the event the Contractor is, or has been, in violation of the terms of this Contract, including the solicitation, the City reserves the right, upon written notice to the Contractor, 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 Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the Contract.

    If it is later determined by the City that the Contractor 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 Contractor, the City after setting up a new delivery or performance schedule, may allow the Contractor to continue work or treat the termination as a termination for convenience.

25. **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 the 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 its sureties for said breach or default, including but not limited to, termination of this Contract for convenience.

26. **WAIVER AND REMEDIES**: City's failure to enforce 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. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

27. **ENTIRETY OF CONTRACT:** This Contract incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Contract. 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 Contract.

28. **USE OF CITY'S NAME:** Contractor may not use any of City's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.

29. **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.

30. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**: During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation and benefits, including apprenticeship.

31. **BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors and assigns.

32. **RATIFICATION:** Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.

33. **CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts, all of which are incorporated herein by reference, and any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

    1. Amendments to the Contract,
    2. This Contract,
    3. Contractor's Bid including all Addenda to the Solicitation,
    4. Technical Specifications,
    5. Contract Plan Set,
    6. General Conditions for Facility Construction.

    On the Contract Plans, Working Drawings and Standard Plans, figured dimensions shall take precedence over scaled dimensions.

    Whenever reference is made in these Specifications or the Special Provisions to codes, rules, specifications and standards, the reference shall be construed to mean the code, rule, specification or standard that is in effect on the Invitation to Bid advertisement date, unless otherwise stated or as required by law.

If any part of the Contract requires Work that does not include a description for how the Work is to be performed, the Work shall be performed in accordance with standard trade practice(s). For purposes of the Contract, a standard trade practice is one having such regularity of observance in the trade as to justify an expectation that it will be observed by the Contractor in doing the Work.

34. NOTICES: All notices which are given or required to be given pursuant to this Contract 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
anna.vogel@cityofvancouver.us

For the Contractor:
Ryan Sondgroth
Prospect Construction, Inc.
116 23rd St. SE
Puyallup, WA 98372
rsondgroth@prospectconst.com

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

CITY OF VANCOUVER
A municipal corporation

Lon Pluckhahn, City Manager

Date

Attest:

Lisa Brandl, City Clerk

Approved as to form:

Nena Cook, City Attorney

CONTRACTOR:
Prospect Construction, Inc.

Signature

Printed Name /Title

Date

Staff Report: 072-26

To: Mayor and City Council
From: City Manager
Date: April 6, 2026

Subject
Interlocal Agreement - City of Vancouver and Clark County Corrections

Key Points

- Clark County, by and through its District Court Corrections, operates a supervised offender community restitution labor crew.
- This partnership presents the courts with an alternative to incarceration and provides offenders a chance to make restitution without losing their wages and avoid incarceration if they cannot afford to pay fines.
- Crews are utilized to provide additional maintenance services for parks, sensitive lands, medians, rights-of-way, and special facilities throughout the City of Vancouver beyond what full-time staff and contractors provide within the available budget.
- The total amount authorized for 2026 would be $494,000, the same amount which was previously authorized for 2025 services.

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

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

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

Present Situation
The City (Public Works/Operations) has contracted with Clark County Corrections for offender labor maintenance services for more than 20 years. This alternative contract partnership has provided the City with an additional resource to complete non-skilled maintenance tasks within the available budget.

The attached Interlocal Agreement provides five crews that can be used for up to 988 crew days over the term of the one-year agreement. Activities for four of the crews include, but are not limited to, park and landscape maintenance, street median and right-of-way maintenance, and litter removal. A fifth crew will be assigned to the Greenway Sensitive Lands program for removal of non-native plant species, assistance in plantings, and general shrub bed maintenance within the Burnt Bridge Creek Greenway and other sensitive areas.

A full correction crew consists of one Clark County Crew Chief and ten work crew offenders. Crews are billed at a rate of $500/day, and Correction Services billing also receives $205/day for each offender from Vancouver, meaning a full crew may cost the City of Vancouver up to $2,550/day.

These rates are the same as the last contract. City staff instruct and schedule the work of correction crews, and provide technical and equipment support as needed. The City utilized 844 of 988 crew days in 2025.

The attached agreement would be for one year. The total amount authorized for 2026 would be $494,000, the same amount as was authorized for 2025.

Advantage(s)

1. The City can make use of an alternative contract partnership that is affordable and cost-effective, allowing City Full-Time Employees (FTE) and resources to be most effectively managed and scheduled.
2. The community restitution crews complete tasks that further improve the quality of landscapes, sensitive lands, medians, and rights-of-way within available budget limitations.
3. Many of the tasks completed under this partnership are tasks that may not otherwise be completed due to limited resources.
4. Community restitution provides an opportunity for people convicted of misdemeanors and other crimes to work in lieu of paying fines they may not be able to afford or in lieu of incarceration, benefiting both individual offenders and the community. The City provides weekend work times for community restitution crews to minimize the impact on crew members who have other paid employment during the work week.

Challenge(s)

None

Budget Impact

Community restitution crews are funded through the General Fund, Solid Waste, and the Stormwater Utility Funds. The 2026 adopted budget includes sufficient appropriations to cover this service.

Prior Council Review

In 2025, City Council approved the Interlocal Agreement, providing the same number of work crews, at the same rate per crew day of $500.

Action Requested

On Monday, April 6, 2026, authorize the City Manager, or designee, to finalize and execute an Interlocal Agreement with Clark County Correction Services for offender restitution crew labor/maintenance services.

Staff Contact

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

Attachments:

1. 2026 Interlocal Agreement
2. 2025 Interlocal Agreement - Signed

INTERLOCAL AGREEMENT FOR SERVICES
BETWEEN

Clark County
PO Box 9806,
Vancouver, Washington 98666-8806
(564) 397-2436 – Fax (564) 896-9878

AND

The City of Vancouver
PO Box 1995, Vancouver, Washington 98668-1995
(360) 696-8177

Interlocal Agreement Period
Beginning: January 1, 2026
Ending: December 31, 2026

Interlocal Agreement: #2026-COR-101

Offender Work Crew Labor
Services and materials provided

Cost: Not to exceed $494,000/annual

988 crew days at $500/day*
*excluding any applicable taxes

Program Contacts:
Primary:
Michael Cero 487-8245
Alternate:
Brian Potter 487-8323

Program Contacts:
Program Manager:
Lisa Biffle 397-6045 (1829)

Fiscal: Shannon Turk 487-7132

Fiscal: Susan Volz
397-2424 (4731)
Contractual: David Zimmerman
564-397-5646

This Interlocal Agreement consists of the following exhibits:

- Special Terms and Conditions
- Standard & Special Tool List

Clark County and the City of Vancouver agree to the terms and conditions of this Interlocal Agreement and its exhibits as listed above by signing below.

DATED this _____ day of _____, 2026.

FOR CLARK COUNTY, WASHINGTON,
a political subdivision of the State of Washington

_____
Kathleen Otto, County Manager

CITY OF VANCOUVER, a municipal corporation and charter city of the first class in the State of Washington

_____
Lon Pluckhahn, City Manager

Attested:

_____ _____
Lisa Brandl, City Clerk

Approved as to form:

_____
Deputy Prosecuting Attorney

Approved as to form:

_____
Nena Cook, City Attorney

SPECIAL TERMS AND CONDITIONS

I. PURPOSE AND BACKGROUND

A. This is an Interlocal Agreement entered into under the authority of the Interlocal Cooperation Act, RCW 39.34, between Clark County, Washington, a political subdivision of the State of Washington, and the City of Vancouver, a municipal corporation and charter city of the first class in the State of Washington.

B. Pursuant to RCW 39.34, the purpose of this Interlocal Agreement is as set forth in Article I (Purpose and Background). Its duration is as specified in Article II. (Duration of Agreement). Its method of termination is set forth in Article III (Termination of Agreement). Its manner of financing and of establishing and maintaining a budget therefore is described in Article VI (Compensation) and Article VII (Billing Method and Process). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.

C. **Clark County by and through its District Court Community Restitution Program** operates a supervised offender labor crew, designated as and hereinafter referred to as "work crew."

D. **The City of Vancouver** (hereinafter "City") desires to utilize the available services of District Court's Community Restitution work crews.

E. The purpose of this Agreement is to provide for the utilization of Community Restitution work crews by the City.

F. District Court and the City desire to reduce to writing their understanding related to the provision and utilization of the Community Restitution Program.

G. The City requests the assistance of District Court's Community Restitution Program in order to provide services including but not limited to the following:
   - General litter pick and removal
   - Landscape maintenance and weeding
   - Roadway median maintenance
   - General Park and recreation area maintenance
   - Storm water facilities and stream cleanups

H. Both parties hereby agree to communicate and cooperate to the fullest extent possible in order to achieve the desired results and avoid incurring excessive or unnecessary costs to either party.

II. DURATION OF AGREEMENT

The term of this Agreement is for the period from **January 1, 2026** through **December 31, 2026**.

III. TERMINATION OF AGREEMENT

Either party may choose to terminate this Agreement by notifying the other party in writing 90 days prior to termination. The City agrees to reimburse District Court for the cost of services provided through the date of termination of the Agreement.

IV. DISTRICT COURT AGREES TO:

A. Allow the City to utilize work crews. To the greatest extent practicable endeavor to maintain the daily crew size of past practice. However, during a regular weekday (weekends and holidays excluded) if the daily crew size for a specific work crew falls below five (5), then Community Restitution staff will notify the City's primary Program Contact listed on the first page of this Agreement (phone calls will suffice) for the purpose of obtaining a keep or cancel dispatch decision. If at the time of dispatch the primary Program Contact listed is not readily available, then Community Restitution will make contact with an alternate Program Contact from the list to obtain a binding decision as to dispatch of that crew.

B. Assign only offenders that have been authorized to participate in Community Restitution by a judge of the Superior or District Courts.

C. Provide all labor, transportation, and equipment necessary for work crew availability. District Court will provide work crew availability on a year-round basis subject to the exception of official holidays recognized by Clark County. Currently, under normal weather conditions, excluding travel time, crews are available for actual duty between the hours of 0830 to 1530, Monday through Sunday.

D. Provide the tentative work hour schedule(s) to be performed by work crews on a monthly basis.

E. Provide accident insurance coverage for work crew members assigned to City projects. Such coverage shall be equal to any such coverage presently provided for work crew members assigned to any other county-sponsored Community Restitution project.

F. Provide Community Restitution staff and work crew members with any personal protection items required under the Washington Industrial Safety and Health Act (WISHA).

G. Cooperate fully with the City to achieve satisfactory performance from the Crew Chief(s) and work crew(s) in the accomplishment of City projects. District Court will devote sufficient supervisory attention to all concerns raised pursuant to Article V section H (below) to resolve them in a manner that satisfies the City's performance expectations.

V. THE CITY AGREES TO:

A. Provide a schedule of projects to be completed by work crews on a weekly basis.

B. The schedule of projects will include: 1) Duties; 2) Locations; and, 3) Priorities of jobs to be completed.

C. Provide technical staff support, equipment support, coordination and instructions on any new, comprehensive, or special projects as deemed necessary for attaining efficient and effective operations.

D. In consideration of the need for timely dispatch and deployment decisions, upon receiving notice regarding crew size pursuant to Article IV Section E, the City will communicate to Community Restitution staff a timely decision to dispatch or cancel that crew followed by a written concurrence (e-mail will suffice). In situations where the primary Program Contact is not readily available at the time of dispatch, then an alternate Program Contact listed on the front of this Agreement will issue a binding decision as to deployment of that crew on behalf of the designated Program Contact.

E. Provide at least one day advance notice to Community Restitution when non-standard tools or equipment from the Special Tool List will be necessary for a project.

F. When work crews are unable to accomplish an assigned project with the standard tool compliment or with the special tools available, the City, at its option, will either provide Community Restitution with the specialized tools and/or supplies necessary or the City may elect to carry out the unaccomplished duties with City personnel. District Court and the City will cooperate in a conscious effort to respect any tool, equipment, or task restrictions placed upon the City by collective bargaining agreement(s) between the City and City employee labor organizations.

G. In the accomplishment of City projects, both Community Restitution and the City share a mutual concern about achieving satisfactory performance from the Crew Chief(s) and work crew(s). To that end, the City will utilize the procedure outlined Article V section H below to resolve issues relating to performance.

H. If there are performance concerns relating to Crew Chief(s) or Work Crew(s) that cannot be resolved directly and immediately with the Crew Chief, then the City's next step in resolving the issue is to relate their understanding of the situation to the Program Manager responsible for Community Restitution operations (at present the incumbent is **Lisa Biffle**). Prior to pursuing an alternate means of problem resolution relating to Crew Chief or work crew performance, the City will make a reasonable effort to follow the procedure outlined above.

I. Provide equipment, supplies, and cost responsibility for disposal of all project materials as necessary. The City will provide for the mechanized loading or moving of excessively heavy or bulky items when and where it is appropriate.

J. Where applicable, the City will provide for traffic control consistent with the Washington Industrial Safety and Health Act (WISHA) standards and the manual on uniform traffic control devices (MUTCD).

K. Provide for timely and adequate review of Community Restitution project activities and work cooperatively with District Court to ensure that project activities are consistent with the City's quality standards.

L. The City may not require Community Restitution services at all times during the term of the Agreement. When that situation occurs, the City will provide no less than fifteen

(15) calendar days prior written notice when services are not required. If and when there has been a cessation of services for the City, the City will provide sufficient advance written notice as to when the resumption of Community Restitution services are to begin.

VI. COMPENSATION

A. District Court will be compensated for Community Restitution services at the rate of **$500.00** per crew day exclusive of any applicable taxes. Expenditures may not exceed the aforementioned not to exceed limitation without executing amendment to this Agreement pursuant to Article XVI below.

B. In the event that the tax rate increases over the term of this Agreement, the remaining work crew days available under this Agreement will be reduced to comply with the not to exceed amount of **$494,000.**

C. In the event there is an increase in the work crew daily rate within the term of this Agreement, the new rate shall apply to work performed as of the effective date of the approval. In such event, the parties shall execute an amendment to this Agreement providing for either (i) a reduction in the number of crew days so that original budget of **$494,000** is not exceeded or (ii) maintaining the number of crew days and increasing the amount of the compensation to account for the increase in the work crew daily rate. District Court will process a contract modification according to the procedural requirements outlined in Article XVI below.

D. The City will pay properly documented invoices for all earned services within forty-five (45) days of the receipt of the invoice.

E. The City has provided budgetary authority to compensate District Court at or within the aforementioned dollar limits. If the City's budgetary authority relating to this Agreement changes over the term, the City may adjust the dollar limits set forth above through the Agreement amendment process as outlined in Article XVI below.

VII. BILLING METHOD AND PROCESS

A. District Court will bill the City for Community Restitution charges on a monthly basis.

B. The billing invoice with backup documentation will identify the dates when work was accomplished; resources used, and include the amount due for that billing period.

C. The monthly billing invoice from District Court to the City will include sufficient backup documentation to verify the actual work performed for the billing period. This information will be reviewed by District Court prior to billing.

D. District Court will provide timely processing of billing invoices. District Court processes its billing invoices internally, and then forwards invoices to the Accounts Receivable section of the County Auditor's office. The Clark County Auditor Accounts Receivable department will send the billing invoice to the City's Contract Manager for payment. Inquiries regarding a billing should be directed to the District Court fiscal contact as indicated on the contract face sheet.

VIII. AGREEMENT ADMINISTRATION AND COMMUNICATIONS

District Court and the City contract managers shall administer this Agreement. Contract managers shall monitor service level and budget provisions of this Agreement. Each month, Community Restitution and City contract managers shall review service levels, service delivery, and costs. During the term of this Agreement, the respective contract managers will communicate via telephone or e-mail to relay information, answer questions, or raise concerns.

IX. DISPUTE RESOLUTION

In the event of a dispute between District Court and the City regarding the delivery of services under this Agreement, which cannot be resolved by their respective designated contract managers, the District Court Presiding Judge and the Vancouver City Manager or their designated representatives shall review such dispute and options for resolution. Any dispute not resolved by the representatives shall be referred to the Clark County Manager and City Manager. The decision of the County Manager and the City Manager regarding the dispute shall be final as between the parties.

X. INDEPENDENT CONTRACTOR

District Court is and shall at all times be deemed to be an independent contractor in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between District Court and the City or between any of District Court's or City's employees. District Court shall retain all authority for provision of services, standards of performance, discipline, and control of personnel, and other matters incident to the performance of services by Community Restitution pursuant to this Agreement. Nothing in this Agreement shall make any employee of District Court an employee of the City or any employee of the City an employee of District Court for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

XI. HOLD HARMLESS/INDEMNIFICATION

A. DISTRICT COURT RESPONSIBILITY. District Court 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, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Community Restitution pursuant to this Agreement.

    1. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against District Court, the City retains the right to participate in said suit if any principal of public law is involved.

    2. This indemnity and hold harmless shall include any claim made against the City by an employee of District Court or subcontractor or agent of District Court, even if District Court 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 sole negligence of the City. District Court specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that District Court shall provide the broadest scope of indemnity permitted by RCW 4.24.115.

B. CITY RESPONSIBILITY. The City agrees to indemnify, defend, save and hold harmless District Court, 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, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the conduct of the City pursuant to this Agreement.

1. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the City, District Court retains the right to participate in said suit if any principal of public law is involved.

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C. CONCURRENT NEGLIGENCE. Notwithstanding the foregoing, to the extent that liability arises from the concurrent negligence of both the City and District Court's Community Restitution Program, the costs, fees and expenses in connection therewith shall be shared between the City and District Court in proportion to their relative degrees of negligence.

D. ATTORNEY FEES/COSTS. With regard to attorney's fees and costs, all parties shall bear their own costs of enforcing the rights and responsibilities under this Agreement.

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Neither party shall transfer or assign, in whole or in part, any or all of its respective rights or obligations under this Agreement without the prior written consent of the other. District Court shall not subcontract for the provision of any services it is to provide the City under this Agreement without the prior written consent of the City.

XIII. NO THIRD PARTY BENEFICIARY

District Court does not intend by this Agreement to assume any contractual obligations to anyone other than the City. The City does not intend by this Agreement to assume any contractual obligations to anyone other than District Court. District Court and the City do not intend that there be any third-party beneficiary to this Agreement.

XIV. NOTICE

Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To the City:

CONTRACTUAL ISSUES

Anna Vogel
Procurement Manager
City of Vancouver
415 W 6th St
P O Box 1995
Vancouver WA 98668-1995
Phone: 360.487.8429
Fax: 360.487-1029
e-mail: anna.vogel@cityofvancouver.us

OPERATIONAL ISSUES

Michael Cero
Operations Manager
City of Vancouver
4711 E Fourth Plain Blvd
PO Box 1995
Vancouver WA 98668-1995
Phone: 360.487.8245
Fax: 360.696.8002
e-mail: Michael.Cero@cityofvancouver.us

To District Court:

CONTRACTUAL ISSUES

Clark County District Court
Attention: David Zimmerman
P.O. BOX 9806
Vancouver, Washington 98666-8806
Phone: 564-397-5646
Fax: 564.759.6876
e-mail: David.Zimmerman@clark.wa.gov

OPERATIONAL ISSUES

Clark County District Court
Attention: Lisa Biffle
8101 N.E. 117th Ave.
Vancouver, WA 98682
Phone: 564.397.6045 x1829
Fax: 564.896.9878
e-mail: lisa.biffle@clark.wa.gov

The name and address to which notices shall be directed may be changed by either District Court or the City by giving the other party notice of such change as provided in this section.

XV. WAIVER

No waiver by either party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

XVI. AMENDMENT

The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties.

XVII. DOCUMENT EXECUTION AND CHAPTER 39.34 RCW COMPLIANCE

Community Restitution, a division of District Court, and the City agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. Upon execution, the Vancouver City Clerk shall cause a copy of this Agreement to be posted on the City website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040).

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If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

XIX. RATIFICATION

Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

XX. ENTIRE AGREEMENT

This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior agreements shall be effective to the contrary.

STANDARD & SPECIAL TOOL LIST

STANDARD EQUIPMENT:

The table below contains the types of standard tools that are available from a Work Crew trailer on a regular basis.

TOOLS	
BROOM, Push	RAKE, Leaf
HOE, Garden	SHOVEL, Flat Tip
HOE, Hula	SHOVEL, Round Tip
RAKE, Garden	SHOVEL, Scoop

SPECIAL EQUIPMENT:

The table below lists the types of special equipment/tools that are only available on a request basis. In the event additional standard tools or other equipment/tools from the table below are required for a particular project, Community Restitution should normally receive the request for equipment/tools at least one day in advance of the need. When the requests for special equipment/tools exceed the equipment/tools available, the equipment/tools requested will be distributed equally among those agencies making the special equipment/tools requests. Community Restitution does not carry the special equipment/tools listed below on its trailers without prior request.

HAND TOOLS/ POWER TOOLS	
Loppers	Lawn Mowers
Pruning saws	String Trimmers
Pick / Mattocks	Edgers
Pitchfork, Hay	Blowers
Wheelbarrows	Hedgers

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INTERLOCAL AGREEMENT FOR SERVICES
BETWEEN

Clark County
PO Box 9806,
Vancouver, Washington 98666-8806
(564) 397-2436 – Fax (564) 896-9878

AND

The City of Vancouver
PO Box 1995, Vancouver, Washington 98668-1995
(360) 696-8177

Interlocal Agreement Period
Beginning: January 1, 2025
Ending: December 31, 2025

Interlocal Agreement: #2025-COR-101

Offender Work Crew Labor
Services and materials provided

Cost: Not to exceed $494,000/annual

988 crew days at $500/day*
*excluding any applicable taxes

Program Contacts:
Primary:
Michael Cero 487-8245
Alternate:
Brian Potter 487-8323

Fiscal: Shannon Turk 487-7132

Program Contacts:
Program Manager:
Lisa Biffle 397-6045 (1829)
Lead Crew Chief - Dennis David
397-6045 (1801)
Lead Crew Chief – Darren Truax
397-6045 (1815)
Fiscal: Susan Volz
397-2424 (4731)
Contractual: David Zimmerman
564-397-5646

This Interlocal Agreement consists of the following exhibits:

- Special Terms and Conditions
- Standard & Special Tool List

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Clark County and the City of Vancouver agree to the terms and conditions of this Interlocal Agreement and its exhibits as listed above by signing below.

DATED this 14th day of April, 2025.

FOR CLARK COUNTY, WASHINGTON,
a political subdivision of the State of Washington

Kathleen Otto, County Manager

Kathleen Otto, County Manager

CITY OF VANCOUVER, a municipal corporation and charter city of the first class in the State of Washington

DocuSigned by:
55D2166E007B430...

Lon Pluckhahn, City Manager

Attested:

DocuSigned by:
Natasha Ramras
493E940414AE4BD...

Natasha Ramras, City Clerk
Anthony Glenn, Deputy City Clerk

Approved as to form:

Curtis M. Burns 04/29/25

Deputy Prosecuting Attorney

Approved as to form:

DocuSigned by:
Nena Cook
A17C6E7FA2AC4D4...

Nena Cook, City Attorney

Docusign Envelope ID: 4BF6F2BA-DA6C-4887-8A87-9169BFB9156D

SPECIAL TERMS AND CONDITIONS

I. PURPOSE AND BACKGROUND

A. This is an Interlocal Agreement entered into under the authority of the Interlocal Cooperation Act, RCW 39.34, between Clark County, Washington, a political subdivision of the State of Washington, and the City of Vancouver, a municipal corporation and charter city of the first class in the State of Washington.

B. Pursuant to RCW 39.34, the purpose of this Interlocal Agreement is as set forth in Article I (Purpose and Background). Its duration is as specified in Article II. (Duration of Agreement). Its method of termination is set forth in Article III (Termination of Agreement). Its manner of financing and of establishing and maintaining a budget therefore is described in Article VI (Compensation) and Article VII (Billing Method and Process). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.

C. **Clark County by and through its District Court Community Restitution Program** operates a supervised offender labor crew, designated as and hereinafter referred to as "work crew."

D. **The City of Vancouver** (hereinafter "City") desires to utilize the available services of District Court's Community Restitution work crews.

E. The purpose of this Agreement is to provide for the utilization of Community Restitution work crews by the City.

F. District Court and the City desire to reduce to writing their understanding related to the provision and utilization of the Community Restitution Program.

G. The City requests the assistance of District Court's Community Restitution Program in order to provide services including but not limited to the following:
- General litter pick and removal
- Landscape maintenance and weeding
- Roadway median maintenance
- General park and recreation area maintenance
- Storm water facilities and stream cleanups

H. Both parties hereby agree to communicate and cooperate to the fullest extent possible in order to achieve the desired results and avoid incurring excessive or unnecessary costs to either party.

II. DURATION OF AGREEMENT

The term of this Agreement is for the period from **January 1, 2025** through **December 31, 2025**.

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III. TERMINATION OF AGREEMENT

Either party may choose to terminate this Agreement by notifying the other party in writing 90 days prior to termination. The City agrees to reimburse District Court for the cost of services provided through the date of termination of the Agreement.

IV. DISTRICT COURT AGREES TO:

A. Allow the City to utilize work crews. To the greatest extent practicable endeavor to maintain the daily crew size of past practice. However, during a regular weekday (weekends and holidays excluded) if the daily crew size for a specific work crew falls below five (5), then Community Restitution staff will notify the City's primary Program Contact listed on the first page of this Agreement (phone calls will suffice) for the purpose of obtaining a keep or cancel dispatch decision. If at the time of dispatch, the primary Program Contact listed is not readily available, then Community Restitution will make contact with an alternate Program Contact from the list to obtain a binding decision as to dispatch of that crew. If it is necessary to deploy crews with three or four crew members, the charge per day for crews that do not meet the minimum size of five members will be reduced by $50.

B. Assign only offenders that have been authorized to participate in Community Restitution by a judge of the Superior or District Courts.

C. Provide all labor, transportation, and equipment necessary for work crew availability. District Court will provide work crew availability on a year-round basis subject to the exception of official holidays recognized by Clark County. Currently, under normal weather conditions, excluding travel time, crews are available for actual duty between the hours of 0830 to 1530, Monday through Sunday.

D. Provide the tentative work hour schedule(s) to be performed by work crews on a monthly basis.

E. Provide accident insurance coverage for work crew members assigned to City projects. Such coverage shall be equal to any such coverage presently provided for work crew members assigned to any other county-sponsored Community Restitution project.

F. Provide Community Restitution staff and work crew members with any personal protection items required under the Washington Industrial Safety and Health Act (WISHA).

G. Cooperate fully with the City to achieve satisfactory performance from the Crew Chief(s) and work crew(s) in the accomplishment of City projects. District Court will devote sufficient supervisory attention to all concerns raised pursuant to Article V section H (below) to resolve them in a manner that satisfies the City's performance expectations.

V. THE CITY AGREES TO:

A. Provide a schedule of projects to be completed by work crews on a weekly basis.

B. The schedule of projects will include: 1) Duties; 2) Locations; and, 3) Priorities of jobs to be completed.

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C. Provide technical staff support, equipment support, coordination and instructions on any new, comprehensive, or special projects as deemed necessary for attaining efficient and effective operations.

D. In consideration of the need for timely dispatch and deployment decisions, upon receiving notice regarding crew size pursuant to Article IV Section E, the City will communicate to Community Restitution staff a timely decision to dispatch or cancel that crew followed by a written concurrence (e-mail will suffice). In situations where the primary Program Contact is not readily available at the time of dispatch, then an alternate Program Contact listed on the front of this Agreement will issue a binding decision as to deployment of that crew on behalf of the designated Program Contact.

E. Provide at least one day advance notice to Community Restitution when non-standard tools or equipment from the Special Tool List will be necessary for a project.

F. When work crews are unable to accomplish an assigned project with the standard tool compliment or with the special tools available, the City, at its option, will either provide Community Restitution with the specialized tools and/or supplies necessary or the City may elect to carry out the unaccomplished duties with City personnel. District Court and the City will cooperate in a conscious effort to respect any tool, equipment, or task restrictions placed upon the City by collective bargaining agreement(s) between the City and City employee labor organizations.

G. In the accomplishment of City projects, both Community Restitution and the City share a mutual concern about achieving satisfactory performance from the Crew Chief(s) and work crew(s). To that end, the City will utilize the procedure outlined Article V section H below to resolve issues relating to performance.

H. If there are performance concerns relating to Crew Chief(s) or Work Crew(s) that cannot be resolved directly and immediately with the Crew Chief, then the City's next step in resolving the issue, is to direct that concern in a timely fashion to the Lead Crew Chief in charge of Work Crew operations (at present the incumbents are **Dennis David** and **Darren Truax**). The Lead Crew Chief is empowered to resolve issues relating to Crew Chief or Work Crew performance. If performance concerns are not resolved to the City's satisfaction after working in direct cooperation with the Lead Crew Chief, then the City's next step in resolving the issue is to relate their understanding of the situation to the Program Manager responsible for Community Restitution operations (at present the incumbent is **Lisa Biffle**). Prior to pursuing an alternate means of problem resolution relating to Crew Chief or work crew performance, the City will make a reasonable effort to follow the procedure outlined above.

I. Provide equipment, supplies, and cost responsibility for disposal of all project materials as necessary. The City will provide for the mechanized loading or moving of excessively heavy or bulky items when and where it is appropriate.

J. Where applicable, the City will provide for traffic control consistent with the Washington Industrial Safety and Health Act (WISHA) standards and the manual on uniform traffic control devices (MUTCD).

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K. Provide for timely and adequate review of Community Restitution project activities and work cooperatively with District Court to ensure that project activities are consistent with the City's quality standards.

L. The City may not always require Community Restitution services during the term of the Agreement. When that situation occurs, the City will provide no less than fifteen (15) calendar days prior written notice when services are not required. If and when there has been a cessation of services for the City, the City will provide sufficient advance written notice as to when the resumption of Community Restitution services are to begin.

VI. COMPENSATION

A. District Court will be compensated for Community Restitution services at the rate of **$500.00** per crew day exclusive of any applicable taxes. Expenditures may not exceed the aforementioned not to exceed limitation without executing amendment to this Agreement pursuant to Article XVI below.

B. In the event that the tax rate increases over the term of this Agreement, the remaining work crew days available under this Agreement will be reduced to comply with the not to exceed amount of **$494,000.**

C. In the event there is an increase in the work crew daily rate within the term of this Agreement, the new rate shall apply to work performed as of the effective date of the approval. In such event, the parties shall execute an amendment to this Agreement providing for either (i) a reduction in the number of crew days so that original budget of **$494,000** is not exceeded or (ii) maintaining the number of crew days and increasing the amount of the compensation to account for the increase in the work crew daily rate. District Court will process a contract modification according to the procedural requirements outlined in Article XVI below.

D. The City will pay properly documented invoices for all earned services within forty-five (45) days of the receipt of the invoice.

E. The City has provided budgetary authority to compensate District Court at or within the aforementioned dollar limits. If the City's budgetary authority relating to this Agreement changes over the term, the City may adjust the dollar limits set forth above through the Agreement amendment process as outlined in Article XVI below.

VII. BILLING METHOD AND PROCESS

A. District Court will bill the City for Community Restitution charges on a monthly basis.

B. The billing invoice with backup documentation will identify the dates when work was accomplished; resources used, and include the amount due for that billing period.

C. The monthly billing invoice from District Court to the City will include sufficient backup documentation to verify the actual work performed for the billing period. This information will be reviewed by District Court prior to billing.

D. District Court will provide timely processing of billing invoices. District Court processes its billing invoices internally, and then forwards invoices to the Accounts

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Receivable section of the County Auditor's office. The Clark County Auditor Accounts Receivable department will send the billing invoice to the City's Contract Manager for payment. Inquiries regarding a billing should be directed to the District Court fiscal contact as indicated on the contract face sheet.

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D. ATTORNEY FEES/COSTS. With regard to attorney's fees and costs, all parties shall bear their own costs of enforcing the rights and responsibilities under this Agreement.

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City of Vancouver
610 Esther ST
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Fax: 360.487-1029
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Michael Cero
Operations Superintendent
City of Vancouver
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Phone: 360.487.8245
Fax: 360.696.8002
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Phone: 564-397-5646
Fax: 564.759.6876
e-mail: David.Zimmerman@clark.wa.gov

OPERATIONAL ISSUES

Clark County District Court
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8101 N.E. 117th Ave.
Vancouver, WA 98682
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The name and address to which notices shall be directed may be changed by either District Court or the City by giving the other party notice of such change as provided in this section.

XV. WAIVER

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Loppers	Lawn Mowers
Pruning saws	String Trimmers
Pick / Mattocks	Edgers
Pitchfork, Hay	Blowers
Wheelbarrows	Hedgers

CITY OF Vancouver WASHINGTON

Staff Report: 073-26

To: Mayor and City Council
From: City Manager
Date: April 6, 2026

Subject
Cooperative Purchasing Agreement - Landscape Structures

Key Points

- The City utilizes piggyback cooperative purchasing agreements through Sourcewell Contract #101625-LSI for purchase of play equipment, playground surfacing, shelters and site furnishings from Landscape Structures.
- Purchases from this contract will exceed the City's $300,000 purchasing threshold.
- The contract is set to expire December 17, 2029, with the option to be extended three additional years.
- The City has and will continue to purchase playground equipment from many different manufacturers. Landscape Structures is just one of these vendors.

Strategic Plan Alignment
Vibrant and Distinct Neighborhoods – a variety of accessible places and spaces

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

Present Situation
The City would like to use the Sourcewell Contract to purchase play equipment for Jaggy Road Neighborhood Park for an estimated sum of $225,000. This and future purchases will exceed the current contract's $300,000 spending threshold. We are asking that this contract be amended for purchases without a spending threshold. Spending under this contract would be limited by the amount available and authorized for individual project budgets. This allows the City to streamline purchases and receive better pricing. The current request for proposal was issued under Sourcewell RFP#101625-LSI and awarded to Landscape Structures on January 13, 2026.

Pricing for contract #101625-LSI offers Sourcewell participating agencies the following discounts:

- 6% discount off list price on Landscape Structures products for single orders up to $80,000 in equipment.
- An additional 2% volume/quantity discount off list price on Landscape Structures products is offered for single orders over $80,000 in equipment (total discount of 8%).
- Mechanical systems, design and other services provided by Aquatics by Landscape Structures are priced on a line-item pricing basis.

Advantage(s)

1. The vendor covered under this contract has continuously provided high quality, dependable equipment and service that help maintain uniformity in replacement parts. Products are of high quality and compositely priced.
2. Allows the City to work with the vendor early in the design process to select appropriate products and to be able to order in a timely manner to have it available at time of installation.

Challenge(s)
None

Budget Impact
The City will utilize the contract for purchasing products throughout the duration of the Sourcewell contract for park development efforts that can utilize Landscape Structures products. This expenditure would be limited to the funds available in each authorized project budget.

Prior Council Review
None

Action Requested
On Monday, April 6, 2026, authorize the City Manager, or designee, to amend Contract C-102205 between the City of Vancouver and Landscape Structures Inc. to approve spending above $300,000 without a specific limit, and; authorize the City Manager to take any legal action necessary to enforce the terms of the same. The City of Vancouver piggybacks on the terms of the contract between Landscape Structures and Sourcewell (Sourcewell Contract #101625-LSI), which provides discount pricing for play equipment, shade, shelters, splash play, site furnishings and playground surfacing purchased from Landscape Structures, Delano MN, for the life of the contract.

Staff Contact
Terry Snyder, Park Development Manager, David Perlick, Director of Parks, Recreation and Cultural Services, Terry.Snyder@cityofvancouver.us, david.perlick@cityofvancouver.us

Attachments:
1. Sourcewell Contract 101625-LSI
2. PO Sample
3. C-102205 WD

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MASTER AGREEMENT #101625
CATEGORY: Playground, Water Play and Aquatic Equipment, Site Amenities, and Outdoor Fitness Equipment with related Accessories and Services
SUPPLIER: Landscape Structures Inc.

This Master Agreement (Agreement or Master Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Landscape Structures Inc., 601 7th Street S., Delano, MN 55328 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1: General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

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Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on December 17, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #101625 – Category 4 to Participating Entities. In Scope solutions include but are not limited to:

   a) Playground Equipment

   and at least one of the following:

   b) Water Play or Aquatic Equipment);
   c) Outdoor Site Amenities and Furnishings; and
   d) Outdoor Fitness .

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

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i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Included Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60 and Executive Order 14173, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." To the extent that it applies to this Agreement, the equal opportunity clause is incorporated herein by reference.

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ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

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certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

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4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

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defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action alleged by a third party, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or

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performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

    b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

    c) **Use; Quality Control.**
        i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

        ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

    d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue

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for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured

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retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

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4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Landscape Structures Inc.
Signed by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: David F. Smith 83CB32F6F7934A4...
By: _____	By: _____
Jeremy Schwartz	David Smith
Title: Chief Procurement Officer	Title: Senior Vice President of Sales
Date: 1/13/2026 | 2:36 PM CST	Date: 1/13/2026 | 11:23 AM PST

RFP 101625 - Playground, Water Play and Aquatic Equipment, Slte Amenities, and Outdoor Fitness Equipment with related Accessories and Services

Vendor Details

Company Name:	Landscape Structures Inc.
Does your company conduct business under any other name? If yes, please state:	No
Address:	601 7th Street S. Delano, MN 55328
Contact:	Elaine Harkess
Email:	elaineharkess@playlsi.com
Phone:	763-972-5243
Fax:	763-972-3185
HST#:	41-0971842

Submission Details

Created On:	Thursday August 28, 2025 07:44:56
Submitted On:	Thursday October 16, 2025 10:56:18
Submitted By:	Elaine Harkess
Email:	elaineharkess@playlsi.com
Transaction #:	ce298868-4c03-4f0f-af76-16fbc902976a
Submitter's IP Address:	147.243.245.229

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Landscape Structures Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Landscape Structures Inc. will be the sole Responsible Supplier executing the Master Agreement.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE: 3T754 UEI: M75WYNGDFRL7	*
5	Provide your NAICS code applicable to Solutions proposed.	339920	
6	Proposer Physical Address:	601 7th Street S Delano, MN 5532	*
7	Proposer website address (or addresses):	https://www.playlsi.com/	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	David Smith, Senior Vice President of Sales 601 7th ST S Delano, MN 55328 davidsmith@playlsi.com 763-972-5205	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tracy Bistodeau, Vice President of Business Operations 601 7th ST S Delano, MN 55328 tracybistodeau@playlsi.com 763-972-5445	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Elaine Harkess, Contract Administrator 601 7th ST S Delano, MN 55328 elaineharkess@playlsi.com 763-972-5243	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Since 1971, Landscape Structures has been shaping the way the world plays. Founded by Steve King, a landscape architect with a passion for aesthetics and functionality, and his wife Barb King (1947–2008), whose organizational talents brought their shared vision to life, the company was built on a simple but powerful idea: that play is life-changing. Steve pioneered the concept of continuous play, which involves interconnecting slides, climbers, ladders and more into a seamless play experience. This innovation created greater play value in a smaller space while encouraging social interaction, skill development and imagination. Together, Steve and Barb's complementary skills transformed this idea into a thriving business that today stands as a global leader in the commercial playground industry. More than five decades later, Landscape Structures has grown to more than 800 employee-owners, over 600,000 square feet of manufacturing space across its play, SkyWays shade and Aquatix splash play divisions, and a worldwide network of playground consultants. As one of the few remaining independently owned companies in the industry and proudly 100% employee-owned (ESOP), our people remain at the heart of everything we do. We believe play is life-changing. That belief drives our core values—relationships, integrity, commitment, innovation, teamwork and passion which moves us to create play spaces that welcome children of all abilities. With Steve King's vision as our foundation, we have continued to design play environments that go beyond ADA requirements, ensuring true inclusion for every child. From nature-inspired designs that harmonize with their surroundings and outdoor fitness environments that encourage the whole community to stay active to some of the most captivating, themed play spaces in the world, we transform the landscape of play every day. Our philosophy is simple: deliver innovation, durability and long-term value while honoring the environment. Independent research has confirmed our leadership in product quality, innovation, custom design capabilities, environmental stewardship and customer service. This reputation is built on our attention to detail, commitment to continuous improvement and values-based culture. Looking ahead, our vision is clear: we make the most captivating play spaces in the world. By continuing to push boundaries in design and service, we strive to be the industry leader in innovation and operational excellence, supported by the most dedicated playground consultants anywhere. See attachment Q.11 LSI History & Corporate Timelines for more detailed information.	*
12	What are your company's expectations in the event of an award?	Landscape Structures currently holds a Sourcewell contract with a maturity date of Feb. 17, 2026. We have seen sales under this contract grow 405% over the past five years and expect that growth momentum to continue. We believe we are the current sales leader within the Sourcewell playground category and anticipate a strong finish to 2025, projecting another year of significant growth over last year's contract performance. In the event of an award, we expect continued growth, deepened engagement and elevated service. We are committed to sustaining steady year-over-year growth in Sourcewell sales by further integrating the program into our national sales strategy and continuing to strengthen awareness among our representative network and customers. This includes further equipping our representative organizations and individual sales consultants with comprehensive training on the benefits and processes of Sourcewell procurement, ensuring they lead early in the sales cycle with confidence and clarity. As has been the case in the past, we expect and encourage our sales consultants to actively participate in Sourcewell Academies and Universities offered in their regions, and to promote Sourcewell contracts at local and national trade shows, exhibits and conferences. Our commitment to Sourcewell customers is anchored in a "you have our word" approach which drives us to deliver above-and-beyond service and support. We will also expand our already strong engagement with Sourcewell, including our interactions with our Sourcewell Senior Supplier Development Executive, by inviting them to participate in our sales consultant training meetings, as we've done in the past. Regular communication between our business development leadership and the Sourcewell team will ensure timely updates, collaborative outreach and alignment on promotional opportunities. We view a Sourcewell award as more than a contract; it represents a true partnership built on transparency, shared values and a mutual commitment to serving communities with integrity and excellence.	*

13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Landscape Structures Inc. is a 100 percent employee-owned manufacturer founded in 1971. While we traditionally share financial information only with our banking and insurance partners due to its confidential and competitively sensitive nature, we recognize the importance of demonstrating financial strength and stability in your evaluation process. The company employs more than 800 employee-owners and has been fully employee-owned since 2012. PricewaterhouseCoopers has conducted annual audits of our financial statements for more than 20 years and has consistently issued clean audit opinions. As of Dec. 31, 2024, our audited balance sheet showed assets exceeding $300 million and no long-term corporate debt. We maintain a long-standing relationship with U.S. Bank, which provides financial flexibility and operational efficiency. A healthy, annually renewed line of credit is in place, though it has remained untapped for several years. Our current bonding capacity of $60 million further underscores our financial integrity and operational reliability. The bonding program, supported by International Fidelity Insurance Company (rated A-, Financial Size Category VII by AM Best), reflects the confidence of an independent third-party surety in our ability to meet all contractual and performance obligations. Taken together, this information demonstrates our capacity to meet both our immediate and long-term obligations. See attachment Q.13 Landscape Structures Financial Attachment.	*
14	What is your US market share for the Solutions that you are proposing?	Market share data is confidential, an estimation and typically not disclosed. However, we have high confidence that we hold a significant market share of nearly 25 percent in the U.S. This measure is based on the most recent sales data reported through the International Play Equipment Manufacturer's Association (IPEMA) which is a voluntary sales reporting system provided by its members. Landscape Structures, a founding member of IPEMA, uses this information to help benchmark industry trends and performance.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Market share data is confidential, an estimation and typically not disclosed. However, we have high confidence that we hold a significant market share of nearly 25 percent in Canada. This measure is based on the most recent sales data reported through the International Play Equipment Manufacturer's Association (IPEMA) which is a voluntary sales reporting system provided by its members. Landscape Structures, a founding member of IPEMA, uses this information to help benchmark industry trends and performance.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Neither Landscape Structures nor any Responsible Party has filed a petition for bankruptcy protection.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Landscape Structures is a manufacturer selling our products primarily through our exclusive, independent rep channel. As a 100% employee-owned company, Landscape Structures places tremendous value on the trusted relationships we've built with our sales and service network of independent representative organizations. These organizations are not third-party resellers; rather, they are exclusive partners who sell, service and support our play, water and shade product lines. Each represents only Landscape Structures play, water and shade products. This ensures complete focus on our brand, our quality standards and our shared mission to create the most captivating play spaces in the world.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Although the playground industry does not require any special licenses to be held by manufacturers, Landscape Structures has chosen to pursue and maintain the highest levels of safety and accountability. We are a founding member of the International Play Equipment Manufacturers Association (IPEMA), an organization that promotes quality and safety for all playground manufacturers. It is a member-driven international trade organization that represents and promotes an open market for manufacturers of play equipment of which Landscape Structures has been a member in good standing since its inception.	

In the interest of playground safety, IPEMA provides a Third-Party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10 and 12.6.1; CAN/CSA Z614, Children's Playspaces and Equipment Standards, except clauses 9.8, 10 and 11; or both. A list of current validated products may be viewed at www.ipema.org.

CSA: The Canadian Standards Association. Nearly all equipment developed by Landscape Structures is certified to meet CAN/CSA-Z614, the Children's Playspaces and Equipment Standard, through IPEMA. A list of current validated products may be viewed at www.ipema.org.

CPSIA Safety Compliance: At Landscape Structures, product safety is a top priority. We believe there is no investment more valuable than the protection and safety of our children. That's why we always strive to go beyond the minimum safety requirements and build this value into every piece of playground equipment we produce.

The Consumer Products Safety Improvement Act (CPSIA) of 2008 specifies safe limits on the maximum allowable amount of lead in paints, coatings and other materials used on children's products, and sets limits on certain heavy metals and six different phthalates (plasticizers used to make vinyl and other plastics soft and flexible) used in certain toys and childcare articles. Landscape Structures has tested hundreds of materials to validate compliance to this safety act. All products manufactured and distributed through Landscape Structures meet or exceed the requirements of the CPSIA.

ISO Certification: ISO (the International Organization for Standardization) is a worldwide federation of national standards bodies (ISO member bodies). Its purpose is to promote common standards for businesses worldwide. ISO 9001:2015 has a process-oriented structure, is customer focused and emphasizes continuous improvement in quality.

ISO 14001:2015 drives us toward operating in a manner that is environmentally conscious.

Both standards provide guidelines for establishing a company's quality and environmental management programs. In 1998, Landscape Structures became the first play equipment manufacturer to be certified in ISO 9001 and ISO 14001. Annual audits by a third party are required to maintain these certifications, which we've done successfully each year since 2015 through the date of this response. *

What does this mean to a customer? This means that a customer can purchase from Landscape Structures with confidence because we have the processes in place to consistently manufacture the highest quality products while being conscious of how we are impacting the environment.

Although not an industry requirement, Landscape Structures requires members of our staff to be certified by the National Playground Safety Institute (NPSI). This includes many of our product development team, playground design team and our technical services (installation support) team. This ensures our customers receive the benefit of knowledge and compliance with government standards. This occurs at all levels from the development of the equipment, design of the playstructures, through installation and maintenance services.

In addition, many key staff members are actively involved in the development of standards for our industry. Cofounder Steve King is an American Society of Landscape Architects (ASLA) Fellow, and a founding member and past President of IPEMA. Steve has been chairman of a task group of the American Society for Testing and Materials (ASTM) that worked with the U.S. Consumer Products Safety Commission (CPSC) to update the ASTM F1487 Specification: a voluntary safety and accessibility standard for public playground equipment designed for children ages 2 to 12. His task group had the added responsibility of developing playground accessibility standards to comply with the Americans with Disabilities Act (ADA). Landscape Structures was also the first company to develop new playground components specifically meeting ADA requirements.

Tom Fitzpatrick, P.E., Product Development Manager, has been an integral part of Landscape Structures for 23 years. Tom serves on multiple committees with ASTM and IPEMA, including the IPEMA Board of Directors and the Equipment Certification Committee. He is also certified by the Canadian Playground Safety Institute as a Canadian Certified Playground Inspector and by the National Recreation and Park Association (NRPA) as a Certified Playground Safety Inspector (CPSI).

Dan Osterberg, Director of Product Development, has contributed to Landscape

		Structures' innovation and design leadership for the past seven years. Dan is an active member of ASTM and holds certification from NRPA as a Certified Playground Safety Inspector (CPSI). Landscape Structures is authorized to sell products in all 50 states. We currently hold contractor's licenses in the states of Alabama, Arizona, Arkansas, California, Florida, Hawaii, Idaho, Louisiana, Maryland, Mississippi, New Jersey, New Mexico, Tennessee and Washington (other states may not require them), allowing us to provide turn-key solutions to our customers across the United States. Third Party Certifications Landscape Structures has a comprehensive Certified Installers program. Among other things, Certified Installers are staffed with at least one Certified Playground Safety Inspector (CPSI), carry appropriate types and levels of insurance, are properly licensed, and have received comprehensive training on Landscape Structures' products. Landscape Structures actively encourages the use of Landscape Structures certified installers.	
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	NONE – Landscape Structures has never been suspended or debarred.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	2025: Landscape Structures is named to the first-ever Forbes Accessibility 100 List, which celebrates the world's most innovative organizations making meaningful strides to improve life for people with disabilities. (See attachment Q.47 Inclusive Play Links located in 'Additional Documents') 2024: Aquatix® by Landscape Structures wins Landscape Architecture Magazine's Lammy Award for "Most Persuasive" for our LED Jumping Jets ad featuring rainbow-colored arch jets at nighttime with the headline "Lights. Water. Action." 2023: Landscape Structures receives LAMMY Advertising Award for Best Message by Landscape Architecture Magazine. 2021: Landscape Structures is honored by the MSP Business Journal with the 2021 Minnesota Manufacturing Award for our latest product innovation, the We-Go-Swing®. Most importantly, we're proud to continue offering play options for children and families of all abilities. 2020: Hedra® received a GOOD DESIGN® Award from the Chicago Athenaeum: Museum of Architecture and Design and The European Centre for Architecture Art Design and Urban Studies.	*
21	What percentage of your sales are to the governmental sector in the past three years?	48%	*
22	What percentage of your sales are to the education sector in the past three years?	34%	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Landscape Structures currently holds cooperative purchasing contracts with the following agencies: Sourcewell HGAC NASPO ValuePoint (includes participating addenda with the following states: Arkansas, California, Hawaii, Iowa, Kentucky, Missouri, Nevada, New Mexico, Ohio, Oklahoma, Oregon, South Carolina, Utah, and Washington) TIPS Minnesota State Contract California Multiple Award Schedule (CMAS) KCDA (King County Directors Association) Please see attached document "Q.23 Cooperative Purchasing Contracts" for annual sales volume for 2022-2024.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Landscape Structures does not currently hold any GSA contracts or Standing Offers and Supply Arrangements.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Riverside, California	Pamela Galera, Parks and Recreation Director	(951) 826-2075	*
City of Dearborn, Michigan	Sean Fletcher, Parks and Recreation Director	(734) 516-8882	*
City of Westminster, California	Cindy Huynh, Civil Engineering Associate	(714) 548-3497	*
City of Courtenay BC, Canada	Stuart Carmichael, Manager of Parks Services	(250) 334-4111	
Novi Community School District	Mike Dragoo, Director of Maintenance and Operations	248-449-1241	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	With more than 50 years of experience designing, manufacturing and supporting world-class playground, shade and splash play solutions, we are uniquely positioned to meet the needs of Sourcewell and Canoe participating entities throughout the United States and Canada. Landscape Structures operates through a comprehensive, strategically positioned network of independent representative organizations, encompassing more than 350 exclusive sales consultants serving all 50 U.S. states and every Canadian province. Our sales consultants are deeply embedded in their communities, providing localized expertise, rapid response times and personal relationships with park planners, landscape architects, schools and municipalities. Each representative organization serves as the single point of contact for Sourcewell members. This is from initial consultation and design through installation and ongoing support which ensures consistent service and accountability. This model allows us to deliver responsive, community-based service with the strength and stability of a national manufacturer. Landscape Structures directly employs more than 800 full-time employee-owners, including dedicated professionals in sales, engineering, project management, customer service, manufacturing and logistics. These employees are based primarily at our headquarters in Delano, Minnesota, and our SkyWays® shade division facility in Dallas, Texas, with additional regional team members supporting business development and field services across North America. Since becoming 100 percent employee-owned in 2012, our culture has been defined by accountability, innovation and an unwavering commitment to customer satisfaction. Every employee-owner takes pride in ensuring that the products we design and deliver exceed industry standards for quality and safety. Our independent representatives maintain their own teams of sales consultants, designers, certified installers and support staff. While these professionals are not direct employees of Landscape Structures, they operate under exclusive agreements and are fully aligned with our brand values and performance expectations. Many of these organizations have partnered with us for more than 50 years, reflecting a shared commitment to quality, integrity and long-term success. Our sales and service functions are seamlessly integrated to ensure a smooth customer experience. Sales consultants collaborate directly with our internal engineering, manufacturing and customer service teams to manage every stage of the project. Many representative organizations also provide certified installation and maintenance services, allowing for efficient project execution and continuity of service. We back our work with industry-leading warranties and a commitment to lifetime customer support. Our representatives remain engaged long after the playground is installed offering training, maintenance guidance, and consultation on future upgrades or expansions. Landscape Structures offers Sourcewell and Canoe members a proven, scalable and deeply committed partner. Our combination of employee ownership, exclusive representative partnerships and national manufacturing strength ensures that every community regardless of size, geography, or complexity receives world-class design expertise, reliable project delivery, and exceptional service.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Landscape Structures' exclusive sales and distribution channel includes 47 independent rep organizations; 29 in the U.S., three in Canada and 15 internationally. More than 350 sales consultants focus full-time on sales and service of the products considered in this RFP. Landscape Structures playground equipment, Skyways shade solutions and Aquatix splash park product sales are our sales reps' primary business. They carry additional complementary offerings ranging from site furnishings and surfacing to shelters, fencing and more enable member agencies to provide Sourcewell customers will a truly comprehensive, turnkey solution for their community park and playground needs. As a 100 percent employee-owned company, Landscape Structures' relationship with its sales force is unique in the industry. We believe our industry-leading sales consultant tenure and the strong, trusted relationships we have with our channel help us stand out with our combined commitment to provide world-class service to our Sourcewell customers.	*

28	Service force.	Our philosophy of "We believe play is life-changing" extends to how we support our customers long after a project is complete. Our long-tenured customer experience and sales operations team provides responsive, high-quality service to both our sales consultants and end customers. Guided by the motto "We Support Play," each team member is assigned to a specific geographic territory, ensuring consistent, knowledgeable and personalized support for every client. Our service processes are defined by ISO-audited standard work, which ensures consistent training, accountability and continuous improvement. Same-day responses are our expectation, and the team meets weekly to review issues, implement corrective actions and identify proactive opportunities to enhance the customer experience. Most replacement parts are shipped within two business days, regardless of the product's age, reflecting our commitment to long-term support and reliability. Our technical services team provides dedicated assistance for installation questions or on-site challenges from professional installers and customers alike. This expert team is available 24/7 through a dedicated hotline, ensuring timely guidance and resolution whenever and wherever it's needed.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Since we were first awarded the Sourcewell contract in April 2017, all Sourcewell contract orders have been conducted directly between the customer and Landscape Structures. Service is provided through our experienced sales network, who play a vital role in ensuring a seamless and responsive customer experience. Our sales representatives partner with customers from the initial concept through the completion of each project. They are responsible for submitting design requests to Landscape Structures and collaborating with our internal teams to finalize pricing and prepare detailed proposals. Once a proposal is complete, the representative presents it to the customer for review and approval. When approved, the customer issues a purchase order which the representative submits to Landscape Structures for processing. Landscape Structures reviews the order, ensuring everything is in place for manufacturing, shipping and invoicing. This multi-step process ensures accuracy, transparency and efficiency at every stage. We believe that this collaboration with our representatives has made the ordering process both efficient and straightforward. It's a system that ensures accuracy and smooth operation from start to finish. See attachment Q.29 Deviation to Standard Order Process (included in 'Additional Documents')	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service philosophy begins with a simple promise: “You have our word”. We put our values ahead of profit, ensuring every interaction reflects our commitment to integrity, quality and care. One of our five corporate initiatives is to “ensure a world-class experience with our representative partners and end customers every time.” Our customer experience team is available Monday through Friday, from 8 a.m. to 5 p.m. CT, and can be reached through multiple channels for convenience and responsiveness. We also offer a toll-free installation hotline that operates 24 hours a day, seven days a week, to assist with time-sensitive questions in the field. Landscape Structures maintains a strong Quality Management System (QMS), which includes standard work procedures and an ISO-audited customer service program that drives consistency and accountability across all touchpoints. Many of our representative offices also offer early morning, evening or weekend appointments to accommodate customer schedules. Hours of operation vary by office but are typically 8 a.m. to 5 p.m., Monday through Friday. When service needs arise in the field, we follow a documented process called the Customer Contact Note (CCN) system. Representatives submit CCNs directly from the field to report issues such as shipping concerns, freight damage, missing parts or warranty needs. Each CCN receives a response within 24 hours to ensure projects stay on schedule. All CCNs are reviewed weekly with operations leadership to identify root causes, implement corrective actions and advance continuous improvement initiatives. Another distinguishing aspect of our service program is our replacement parts commitment. To the best of our knowledge Landscape Structures is the only play equipment manufacturer in our industry able to provide replacement parts regardless of the age of the equipment. Parts are identical to the originals, except when design improvements are made for safety or compliance. In those cases, we supply replacements that are similar in form, fit and function. We maintain detailed archives of every order, including purchase orders, layout drawings, acknowledgments, invoices and shipping documentation. Standard lead time for replacement parts is two weeks, the same as for standard play equipment when required. Standard hardware can often be supplied the next day, and common painted welded parts typically ship within 24 to 72 hours. To continually evaluate and improve our customer experience, we send a post-sale satisfaction survey approximately eight weeks after every order ships. Feedback is shared with our representative organizations to celebrate successes, address concerns and reinforce our shared commitment to exceptional service.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	For more than 50 years, Landscape Structures and our representative organizations have proudly partnered with municipalities, schools and other community-focused entities. These are the same customers that Sourcewell serves. Our extensive network across the United States and Canada positions us to deliver consistent, responsive support to every participating member. We are fully capable and committed to meeting the needs of Sourcewell participating entities, providing high-quality playground, fitness, shade and splash play products, expert design guidance and reliable service. As an employee-owned company, we take great pride in building lasting relationships and helping communities achieve their goals through play.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Landscape Structures is fully able and committed to providing our products and services to all Sourcewell participating entities in Canada. Over the past several years, we have built strong momentum as our three Canadian representative partners have successfully helped customers adopt our Canoe/Sourcewell contracts. To date, Canoe sales have reached several million dollars, reflecting both growing trust in our brand and the value we deliver to communities across Canada. To further strengthen our presence, we have appointed a dedicated Regional Sales Manager who works closely with our Canadian representative organizations to support continued growth and partnership. In collaboration with our Canoe account manager, we are also planning additional training sessions to equip our representatives with the tools and knowledge needed to serve participating entities with excellence. Our continued investment in our Canadian partnerships underscores our long-term commitment to supporting Sourcewell members with innovative play and recreation solutions that enhance communities across Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	N/A - Landscape Structures has the ability and willingness to continue serving the entirety of the United States and Canada	*

34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	N/A - Landscape Structures has the ability and fully intends to serve all Sourcewell participating entity sectors. In fact, Sourcewell's entity sectors are our core customer base, and have been for over 30 years. We have built our business around serving these entity sectors.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Landscape Structures is pleased to offer its products to participating entities in Hawaii, Alaska and U.S. territories. Local regulations may require unique arrangements regarding installation and related services.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Landscape Structures extends the terms of our current Sourcewell contract to non-profits and will continue to do so.	*

Table 4: Marketing Plan (75 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our marketing plan includes announcements and promotion of the award to both our rep network and externally through social media and email. In addition, we will provide a presence on our public websites including links to Sourcewell highlighting the details of the awarded contract. We will include Sourcewell in our ongoing email and social media communications to related audiences. Our marketing team supports our reps in their local territory marketing and will provide Sourcewell related content for them to share directly through their email and social media channels. We will create an enhanced brochure highlighting Sourcewell for sales consultants to share with customers both printed and digitally. In addition, we would further highlight Sourcewell projects in photos and videos for our website and annual catalogs showcasing the partnership. Through collaboration and creativity, our marketing team produces content for a variety of channels and looks forward to working together to create the most effective campaigns for promotion. See attachment Q.37 Marketing Sample Links	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We have a robust digital marketing strategy that encompasses SEO, GEO, web content best practices, lead generation, customer journey nurturing, a variety of social media channels and more. It is important to us to continuously analyze and assess digital tactics, messaging and results to evolve our strategy and content for best results. Our marketing team dedicates time and resources to learning about new technologies and best practices for our strategies. We have two external websites, are active on YouTube, Facebook, Instagram and LinkedIn, and would incorporate messages about Sourcewell throughout these communication channels. See attachment Q.38 Links to Digital Platforms	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Landscape Structures views Sourcewell as a true partner in helping communities access high-quality, innovative play, shade and water solutions efficiently and cost-effectively. Successful contract programs thrive on collaboration, transparency and a shared commitment to public service. These values align closely with our culture as a 100 percent employee-owned company. Engagement with Sourcewell extends well beyond the contract itself. Joint participation in webinars, live meetings and industry events provides valuable opportunities to strengthen awareness and build relationships. Direct interaction between Sourcewell staff and our representative network will allow for consistent communication, timely updates and expanded outreach. We also appreciate Sourcewell's presence at key industry conferences such as NRPA, along with its willingness to explore new venues where we can reach decision-makers together. To fully integrate Sourcewell into our national sales strategy, dedicated marketing materials, digital resources and training sessions will be developed for our representative network. Regional sales managers and sales consultants are encouraged to present Sourcewell as a preferred procurement avenue for municipalities, schools and other participating entities. Regular communication between our business development leadership and the Sourcewell team will ensure representatives remain informed about contract updates, promotional opportunities and regional initiatives such as Sourcewell Academies and Universities. We will also continue to highlight Sourcewell in our communications with partners like the Miracle League and other organizations that share our mission of inclusive play. As a proof-point for this, while working under our existing Sourcewell agreement, Landscape Structure's SVP of Sales received the "Sourcewell 2024 Pioneer Award" for his efforts to help increase adoption of our Sourcewell contract use within our distribution channel.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the complex nature of designing playstructures and playground environments to meet unique community specific needs such as site details, safety standards and comply with government regulations (CPSC, ASTM, ADAAG) applicable to public playgrounds, we believe a one-on-one approach best serves our customers and ensures they are meeting their compliance requirements. The entire sales process is relationship-based to support meeting the specific needs of the customer and their environment. The actual process of ordering is executed by Landscape Structures' representatives. Note that to date, we have not received requests from customers to include an online ordering option.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Landscape Structures is committed to supporting Sourcewell participating entities through comprehensive education and training programs designed to promote safety, proper maintenance and effective use of our products. Through the Landscape Structures Learning Academy, we offer a wide range of continuing education sessions at no cost to Sourcewell members. We have 15 sessions currently available with topics ranging from playground maintenance and multigenerational design to designing inclusive play spaces, fitness-focused playgrounds and the importance of color in playground design. Detailed course descriptions are available online at playlsi.com/education. Our Learning Academy courses are available both in person and online, and provide opportunities for attendees to earn Continuing Education Units (CEUs) or Professional Development Hours (PDHs). Landscape Structures is an authorized provider of continuing education from the International Association for Continuous Education and Training (IACET), The American Institute of Architects (AIA) and the Landscape Architecture Continuing Education System™ (LA CES).All training programs are optional and provided as part of our ongoing commitment to customer success. Beyond formal education, our independent representative network provides hands-on, project-specific support for product installation, maintenance and operation. This includes on-site guidance, maintenance documentation and follow-up consultation which we provide as a standard, no-cost service. Landscape Structures experienced field supervisors assist our customers with pre-construction consultation, technical support, maintenance, and start-up and training. When opting for this service, Aquatix by Landscape Structures will provide (1) factory direct technician for (2) days of system startup, balancing, and owner training. Pricing is included in the Aquatix price list. Our goal is to ensure every Sourcewell member not only receives exceptional products, but also has the knowledge, confidence and support needed to maintain safe, inclusive and long-lasting play environments for their communities.	*
42	Describe any technological advances that your proposed Solutions offer.	Landscape Structures stands apart through our unwavering commitment to innovation, quality and customization. We invest over $5 million annually in advanced equipment and technology, positioning us as an industry leader in product development and manufacturing excellence. Our proprietary DigiFuse® technology permanently bonds vivid, photo-realistic graphics directly onto metal panels, resulting in playground components that captivate with stunning visuals and fitness equipment signage that's clear and easy to follow, with exceptional durability designed to withstand years of play and exposure. Throughout the sales process, we offer advanced CAD and 3D modeling solutions, as well as individually requested output (i.e. specialized renders, file exports, animations) to help convey the vision for successful community outcomes. This will be tailored to each playground consultant and customer's vision. Our materials and processes are engineered with innovation, safety, longevity and aesthetic appeal at the forefront. Rigorous testing protocols and a disciplined product development cycle ensure every product meets the highest safety standards. Most importantly, we don't lose sight of what matters most: the users. We continually challenge the status quo to ensure every product we design and manufacture delivers maximum value for the kids and communities we serve.	*

43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	From the beginning, our founders made a promise: to create play spaces that delight children while respecting the planet. That promise continues to guide every aspect of our work today. At Landscape Structures, sustainability is not a single initiative but an integral part of how we design, manufacture and deliver our products. Our approach focuses on reducing environmental impact, increasing energy efficiency and ensuring the longevity of every playground we build. By using responsibly sourced materials, lean manufacturing practices and ISO-certified environmental systems, we are helping to create a healthier, more resilient planet, one playground at a time. Every playspace we design is built to last for decades. By using high-quality materials and low-maintenance finishes, our playgrounds remain safe, functional and beautiful for years to come. Durability is at the heart of sustainability, extending the life of every structure while reducing the need for replacement. We continually innovate with materials and manufacturing processes that lessen environmental impact without sacrificing safety or performance. Mixed-material designs allow us to create inclusive, dynamic play experiences that balance creativity with environmental responsibility. Most of our products are proudly manufactured in the United States, reducing carbon emissions from transportation while supporting domestic jobs. Whenever possible, we comply with the Build America, Buy America Act (BABAA) and its sustainability objectives. In cases where international sourcing is necessary, we uphold strict environmental and ethical standards and provide detailed Environmental Statements that outline material origins and responsible practices. Our products are also engineered for long-term climate resiliency. For example, SkyWays® shade structures protect children from heat and UV exposure while extending the lifespan of the playground equipment beneath them which helps communities stay safe, sustainable and ready for the future. Sustainability is embedded in every stage of our manufacturing process. At Landscape Structures, rigorous environmental and quality management systems guide how we design, build and deliver our products. Both our Play and SkyWays® divisions are certified to ISO 14001:2015 for Environmental Management Systems, a certification we first achieved in 1998 through the International Organization for Standardization (ISO). We are also certified to ISO 9001:2015 for Quality Management Systems, a standard we have maintained since 1996 that ensures consistent product quality and continuous improvement. Our operations are designed to minimize waste and conserve resources. Scrap materials such as steel, aluminum and plastic are recycled and reused whenever possible, keeping valuable resources in circulation and reducing landfill waste. Energy Efficiency and Lean Manufacturing Our facilities feature energy-efficient systems that reduce consumption and emissions. Guided by lean manufacturing and the Kaizen philosophy of continuous improvement, we regularly evaluate and enhance our processes to eliminate waste and improve performance. These ongoing initiatives ensure that our operations remain as responsible and resilient as the play spaces we create. Since 2008, we have partnered with American Forests, the oldest national nonprofit conservation organization in the United States, to plant more than 500,000 trees. These reforestation efforts help offset carbon emissions, restore habitats and support cleaner air and water.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Our commitment to environmental responsibility is guided by ISO 14001:2015, the internationally recognized standard for environmental management systems. In 1998, we became the first U.S. playground equipment manufacturer, and only the seventh company in Minnesota, to achieve ISO 14001 certification. This milestone reflects our deep dedication to conservation, recycling and reducing the environmental impact of our operations. More than two decades later, we continue to meet and exceed the requirements of this rigorous standard across both our Play and SkyWays® divisions. ISO 14001 pushes us to operate in ways that are environmentally conscious, including reducing waste, conserving energy, improving recycling processes and innovating with sustainability in mind.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	As a 100% Employee-Owned company (ESOP), our biggest differentiation is our empowered people; a culture of ownership, pride, commitment to innovation, quality, and a continuous improvement focus. We also have the best-in-class and most tenured (exclusive) distribution channel of reps, who are an extension of our team and as passionate about serving customers as we are. In an industry where most play and recreation products companies are now owned by private equity groups, we believe our employee ownership gives us a unique ability to do the right thing for our customers, every time. This also motivates us and our representatives to a world-class standard and to serve Sourcewell customers with more care and reliability than any other commercial play, water, or shade company. To elaborate, we are proud of our culture and commitment to excellence, which not only measures the quality of our equipment but also enhances our total customer experience. “Cool Journey,” our formal continuous improvement program, started in the Fall of 1999 and has dramatically improved our lead times, efficiencies and organizational effectiveness. Thanks to our lean manufacturing practices and single order flow, we consistently manage to manufacture an entire standard product order within days, allowing us to produce orders to meet individual customer timing needs. Through our Kaizen events and daily improvement efforts, we have tackled thousands of challenges throughout the company; from significantly improving paint line changeover times to decreasing the cost of our annual catalog. In all ways, the cross-functional thoughtfulness and talent of our empowered employee-owners have found innovative solutions to help us run better, faster and smarter. Through PDCA (Plan-Do-Check-Act) cycles and MDI (managing for daily improvement) leadership development, we’ve created a continuous improvement culture where employees are empowered to challenge assumptions, eliminate waste, and standardize excellence. We define quality by what matters most to our customers: form, fit, function and reliability. Our lean methodology ensures that every improvement aligns with customer value, whether it’s reducing defects, improving delivery or enhancing the user experience. Many additional factors set Landscape Structures apart including our commitment to manufacturing excellence, uncompromising product quality and continuous innovation. Above all, we deliver exceptional long-term value to our customers. Our products are designed and built to stand the test of time, ensuring a lower total cost of ownership and lasting satisfaction for the communities we serve. We have an open invitation for customers to visit us in Delano, Minnesota for a Play Tour to see all of this firsthand. Our lean manufacturing practices and kaizen techniques combined with a creative, empowered work force drives significant operational improvements, reduces waste, increases efficiencies, and ensures product quality. The includes a tour of our manufacturing facilities during which they see processes in action and learn how manufacturing improvements have created more environmentally preferable products. Our commitment to inclusive play is unmatched in the industry, and we’re proud to lead the movement toward designing the most welcoming and meaningful play spaces for children of all abilities. We partner with experts, advocates and organizations that help us continually advance our understanding of accessibility and inclusion. From universal design principles to sensory-rich environments, we focus on creating spaces that not only meet standards but exceed expectations. Our dedication has been recognized globally. Landscape Structures was named to the inaugural Forbes Accessibility 100 List, which honors the world’s most innovative companies making significant progress in improving life for people with disabilities. At Landscape Structures, we have the unique history, experience, and ability to deliver fully customized solutions for playgrounds, shade structures and splash play environments. This is an area where we continue to lead in a rapidly evolving industry. Our design philosophy is rooted in understanding that play is not one-size-fits-all. Our in-house design, engineering and manufacturing teams work side by side to transform bold ideas into extraordinary destinations. This integrated process gives us full control over quality, precision and creativity from concept to completion. No detail is overlooked, and no project is treated as routine. *
46	Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic locations covered.	Our warranty begins with a simple promise: "You have our word". At Landscape Structures, our goal is to build lifelong relationships with our customers. We stand firmly behind our products and our commitments, and we are dedicated to ensuring that every warranty situation is resolved with integrity, care and lasting satisfaction. We have a very robust and comprehensive product warranty that is consistent across all geographic areas. Warranty claims are administered by contacting the local representative who will help determine what parts or services are needed to ensure the product is operating to manufacturers’ specification. Shipping costs are covered by Landscape Structures for parts or product covered under warranty. When Landscape Structures is providing installation and other related services, we offer a one-year labor warranty. See attachment Q.46 Manufacturer Warranty for specific details (included in 'Additional Documents')

47	Describe how your products and/or services comply with all relevant accessibility requirements applicable in both the United States and Canada. Include details on how your organization ensures inclusivity and accommodates individuals with disabilities in the design, manufacture, installation, and support of your offerings.	Landscape Structures designs play areas to comply with the 2010 standard to ADA Standards for Accessible Design. This includes a review of the accessible routes, and the accessibility of the ground-level and elevated play components. At Landscape Structures, inclusion isn't just a goal; it's a promise. We believe play is life-changing, and that belief drives us to create play spaces so children of all abilities feel welcomed, supported and celebrated. From the very start of our design process, we seek out voices that matter most: kids themselves. Our Jr. Play Team, which is a group of children from the Twin Cities with a wide range of physical, cognitive and sensory disabilities, brings invaluable lived experience to product development. Through their honest feedback, real-time play and conversations with their caregivers, we uncover what works, what needs improvement and how to design play environments that truly welcome everyone. Their perspective shapes how we design and manufacture inclusive solutions. For example, during testing of our new Volo Aire™ tower, children enjoyed climbing onto the net but some found it challenging to get down safely. By adding slides at the second level, we created an easier, more dignified way for kids and caregivers to exit, which was an improvement that not only enhanced accessibility but also made the experience better for everyone. Inclusivity doesn't stop with design. Our installation teams are highly trained professionals who bring precision, care and a deep commitment to accessibility to every project. Beyond installation, our global network of playground consultants continues to support communities with resources, training and education, ensuring that inclusion remains at the heart of every play space long after the ribbon is cut. For projects in Canada, where required, Landscape Structures play areas are designed to comply with CAN/CSA Z614-20 Annex H for accessibility. This includes a review of the accessible routes, and the accessibility of the ground-level and elevated play components. See attachment Q.47 Inclusive Play Links for links to our Inclusive Play Brochure and Jr. Play Team Video (included in 'Additional Documents')
48	Identify any industry certification(s) that your business or the products included in your proposal have attained or received.	Our commitment to quality, safety and sustainability is reflected in the industry certifications and standards we uphold. ISO Certifications: We are certified to both ISO 9001:2015 and ISO 14001:2015 standards. These certifications ensure that our products are manufactured to the highest quality standards while maintaining an environmentally conscious approach throughout our operations. IPEMA Membership & Certification: Landscape Structures is a proud member of the International Play Equipment Manufacturers Association (IPEMA). Nearly all of our equipment is third-party certified through IPEMA to meet ASTM F1487 and CAN/CSA Z614-20 standards for public playground safety and performance. ASTM Standards: Our products meet the requirements of ASTM F1487, the "Standard Consumer Safety Performance Specifications for Playground Equipment for Public Use," with noted exclusions. ASTM standards provide the technical requirements that guide our product safety and innovation. Canadian Standards: Through IPEMA, our products are certified to CAN/CSA Z614-20, the Canadian national standard for children's playspaces and equipment. CPSC Compliance: We align with the U.S. Consumer Product Safety Commission's Public Playground Safety Handbook as well as the Consumer Product Safety Improvement Act (CPSIA), which specifies strict limits for lead, heavy metals, and phthalates in children's products. American Institute of Steel Construction (AISC) Certification: Our Dallas-based SkyWays® commercial shade division has successfully completed the Approved Fabricator Certificate by the IAS-accredited building department of Clark County, Nevada, further proof of our commitment to quality manufacturing practices. Together, these certifications demonstrate our uncompromising dedication to safe, inclusive, durable and environmentally responsible play products. By consistently meeting these rigorous standards, we ensure that every Landscape Structures product delivers long-term value and peace of mind for the communities we serve.

49	Describe any manufacturing processes or material specification-related attributes that differentiate your offering from your competitors.	Our manufacturing processes and materials emphasize precision, durability, safety and installation efficiency. We perform most laser cutting under nitrogen gas, which produces cleaner edges, prevents oxidation, and ensures long-lasting quality, in contrast to competitors who may cut under oxygen, leaving oxidized edges that can compromise durability. We also use Flowcoat steel tubing in many cases, providing superior corrosion resistance and extending product life compared to black steel. Additionally, our deck construction uses heavy-gauge material with engineered ribbing and support to deliver structural integrity with reduced deflection over time. We integrate sliding footers into our slides which ensure they don't pull away from decks, warp or crack due to typical expansion and contraction. The result: They help eliminate gaps that can potentially entangle children's clothing. Bolting slides directly to the ground may be less expensive, but it's not as safe or long lasting. To our knowledge, we are the only playground equipment manufacturer to use sliding footers at the bottom of our slides. For safety and longevity, we secure netting with ball knots rather than S-hooks. We install PEM nuts in-house to create strong, vibration-resistant threaded connections that outperform riv nuts. We apply PVC dip coatings on select components to provide a durable, weather-resistant, non-slip surface, while competitors often use alternative plastics that degrade more quickly. To speed installation and protect quality, each part is individually labeled with a part number and a pictorial representation; unique product barcodes tie every component to the packing list for scan verification and complete quality control. Packaging is kitted and organized in installation sequence to reduce handling, prevent damage and allow for efficient time use on site. While most other manufacturers ship boxes of hardware separated by type, we pre-combine hardware in packs for each component ensuring mistake-proof and faster installations. All our bolts, flange nuts and screws vandal resistant and pre-dipped in a secure, patch adhesive to keep play equipment secure and safe from unwanted tampering. Equipment assembly diagrams are included on the packaging to make installation easier and error free and help make community-build projects more efficient. We offer the industry's most comprehensive and thoughtfully curated color choices. Color is energy we not only see, but feel, and it has proven physical, emotional, and social impacts on us. That’s why thoughtful color selection is a critical part of creating playgrounds that not only add aesthetic beauty to a community but are also beneficial to all who visit. From infancy through early adolescence, color perception is closely linked to cognitive development. It starts with a pull toward simple primary colors and moves toward more complex and sophisticated hues. At Landscape Structures, we've created a spectrum of proprietary colors and complementing palettes that offer communities an opportunity to choose the colors that best suit their environment and also draw children to play. From form to function to color, we continually evolve our palette options to echo changing trends and provide the best play opportunities to help kids grow to be better adults. Landscape Structures is one of the few play companies that primes 100% of its painted products with a primer before receiving the final color. This ensures the best possible quality, durability, and corrosion resistance. We also use a proprietary ProShield paint, which uses SuperDurable Architectural Powders to provide maximum UV protection so that our colors remain true for decades to come. Together, these processes and materials result in products that are safer, longer-lasting and lower-maintenance, delivering greater value and reliability.

50	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility.	Children are naturally inventive in their approach to play, and while exploration fuels imagination, it must be balanced with safeguards against serious injury. We follow the Consumer Product Safety Commission (CPSC) guidelines, which recommend separate play areas for ages 6 to 23 months, 2 to 5 years and 5 to 12 years. Designing age-appropriate spaces ensures that equipment dimensions, skill levels and play styles are matched to developmental needs. Environmental design is equally important. Playgrounds should be adequately shaded, well-drained, highly visible, and separated from traffic or natural hazards. Working with our expert consultants, communities can create layouts that minimize congestion, protect children and maximize safe play patterns. Protective surfacing further enhances safety. Whether using engineered wood fiber, resilient tiles, poured-in-place surfacing, or combinations of loose-fill and unitary systems, we ensure that playgrounds not only cushion falls but also provide accessibility for children who use wheelchairs and other mobility devices. A well-designed playground does more than protect children; it empowers them. Inclusive play environments provide opportunities for all children to explore, practice new skills and build confidence, regardless of physical, cognitive or sensory ability. These playgrounds foster independence and meaningful engagement, creating environments where differences fade and shared experiences flourish. Play is also a critical teacher of social skills. Research shows that social interaction learned in childhood impacts lifelong success. Inclusive playgrounds encourage face-to-face play, cooperation and empathy, essential skills for school, work and community life. Inclusive playgrounds nurture every aspect of child development: Imaginative play allows children to "try on" roles and expand learning beyond the physical. Cooperative play components like the We-Go-Swing®, We-Go-Round®, We-saw™ and Sway Fun® Glider encourage teamwork. Quiet play zones such as the Cozy Dome® or Sensory Tunnel provide safe spaces for reflection, regulation and exploration. Inclusivity extends beyond children. Our play spaces are designed for multigenerational use, enabling parents, grandparents and caregivers of all abilities to engage with the children in their care. These spaces become true community gathering places.
51	Describe how your offering addresses the customer's desire to customize the offering.	At Landscape Structures, we believe play is life-changing. That belief drives us to design and build play environments that are as unique as the communities they serve. Every space we create is more than a playground. It's a destination where imagination, movement, and connection come to life. Our designs amaze and inspire, challenge and empower, and celebrate the joy of childhood. As a 100 percent employee-owned company, we are fully invested in every project we create. There's no one-size-fits-all approach as each playground is made to order. With highly skilled and experienced designers, broad material selections and advanced manufacturing capabilities, we set the standard for leading design and dare to smartly push the boundaries of what's possible. Clients have direct access to our design team throughout the process, ensuring that every project reflects their goals, vision and community story. Customization extends far beyond aesthetics. We design play experiences that meet children where they are physically, emotionally, and developmentally. Our goal is to give children of all ages and abilities the opportunity to play from every angle. Through innovative products and inclusive design, we create spaces that encourage empathy, pride and connection while promoting growth, discovery and belonging. In addition, we can produce almost any custom playground product idea a customer can dream up. We are uniquely qualified with a dedicated custom manufacturing division and in-house concrete GFRC production facility. Landscape Structures is one of the few play companies that primes 100% of its painted products with a primer before receiving the final color. This ensures the best possible quality, durability, and corrosion resistance. We also use a proprietary ProShield paint, which uses SuperDurable Architectural Powders to provide maximum UV protection so that our colors remain true for decades to come. Together, these processes and materials result in products that are safer, longer-lasting and lower-maintenance, delivering greater value and reliability.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
52	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	We are proud to be a 100 percent employee-owned (ESOP) company. Because of this ownership structure, we do not qualify for certification as a woman-owned or minority-owned business however our employee ownership reflects an equally powerful commitment to shared success, long-term sustainability and diversity. The ESOP distinction sets us apart in the commercial playground industry and ensures that every eligible employee, regardless of role, tenure or background, has a direct stake in our success. Ownership is tied to employment, not hierarchy, meaning that frontline team members and executives alike share equally in the accountability and rewards of what we build together. Employee ownership shapes a culture of shared responsibility, innovation and integrity. It drives us to deliver the most captivating play spaces in the world because every project reflects not only our brand, but also our personal pride as owners. This structure also positions us as one of the few truly independent companies in our industry, giving us the freedom to stay true to our mission and values. Equally important, inclusivity is woven into both our leadership and our operations. Nearly half of our senior leadership team is female, demonstrating our commitment to equity and representation at the highest levels of decision-making. Beyond our walls, we actively support supplier diversity by partnering with many woman-owned, minority-owned and small businesses across our distribution channels and subcontractor network.	*
53		Minority Business Enterprise (MBE)	◉ Yes ○ No	While Landscape Structures is not able to qualify as a MBE, we partner with representatives and contractors who are MBEs.	*
54		Women Business Enterprise (WBE)	◉ Yes ○ No	While Landscape Structures is not able to qualify as a WBE, we partner with representatives and contractors who are WBEs.	*
55		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	While Landscape Structures does not currently have any DOBE partners, we welcome the opportunity to work with qualified DOBEs.	*
56		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	While Landscape Structures does not currently have any VBE partners, we welcome the opportunity to work with qualified VBEs.	*
57		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	While Landscape Structures does not currently have any SDVOB partners, we welcome the opportunity to work with qualified SDVOBs.	*
58		Small Business Enterprise (SBE)	◉ Yes ○ No	While Landscape Structures no longer qualifies as a SBE, many of our representatives and contractors who we partner with are SBEs.	*
59		Small Disadvantaged Business (SDB)	○ Yes ◉ No	While Landscape Structures does not currently have any SDB partners, we welcome the opportunity to work with qualified SDBs.	*
60		Women-Owned Small Business (WOSB)	◉ Yes ○ No	While Landscape Structures is not able to qualify as a WOSB, we partner with representatives and contractors who are WOSBs.	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	

61	Describe your payment terms and accepted payment methods.	Standard payment terms are net 30 days from invoice date. Landscape Structures accepts payments via check, wire transfer or ACH.	*
62	Describe any leasing or financing options available for use by educational or governmental entities.	To support the need for alternative financing, Landscape Structures has aligned with NCL Government Capital to provide parks and recreation departments, schools, non-profits, churches, daycares, preschools and more with efficient financing solutions to purchase park and playground equipment.	*
63	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Standard transaction forms used by Landscape Structures and many of our representatives include our Sourcewell Proposal Form, Standard Terms & Conditions for Installation, Sourcewell Participation Agreement, Order Acknowledgement and Invoice.	*
64	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Landscape Structures partners with US Bank for e-bill capabilities using a third-party merchant processor and is set up to handle multiple payment methods, including P-cards. Some fees may apply depending on the size, type and payment method utilized for each transaction.	*
65	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Landscape Structures strives to provide a straightforward and easily understood pricing model. Therefore, we propose a single discount percentage off list price with an additional volume discount to provide greater value. Aquatix mechanicals, design services, and all ancillary products and services are priced on a guaranteed not-to-exceed model. A complete price list showing list price is attached. Price list includes unique model numbers for all products offered. At Landscape Structures, our goal has always been to provide the highest quality and most innovative products and services at a fair price while delivering exceptional value. We understand that value is defined differently by each customer, so we strive to attract and retain customers who prioritize characteristics such as durability, great service, working with a manufacturer that "does the right thing" irrespective of the warranty wording, values relationships, and gives back to the community. We also want to emphasize that we do not inventory finished products, so excess inventory does not drive our pricing. We have resources available to help customers earn grants. Unlike some retail pricing models that price products above market and then offer significant "discounts" to entice potential buyers, our contract discounts are genuine and not recovered through higher markups on freight, installation, or other products and services. See attachment Q.65 Pricing	*
66	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Landscape Structures is offering a 6% discount off list price on all Landscape Structures products for single orders of up to $80,000 in equipment.* *Mechanical systems, design and other services provided by Aquatix by Landscape Structures are priced on a line-item pricing basis.	*
67	Describe any quantity or volume discounts or rebate programs that you offer.	An additional 2% volume/quantity discount off list price on Landscape Structures products for single orders over $80,000 in equipment* (total 8%). *Mechanical systems, design and other services provided by Aquatix by Landscape Structures are priced on a line-item pricing basis.	*

68	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Landscape Structures is committed to delivering complete, turn-key playground, shade and splash play solutions tailored to each customer’s unique needs. Our local sales representatives work closely with individual clients to define project requirements and identify any additional products, equipment or services necessary to achieve the desired outcome. When sourced items are required, our representatives coordinate with trusted local suppliers to ensure quality, compatibility and value. These sourced products and/or services are provided on a cost-plus basis, not to exceed 25%. Installation services are offered on a “not-to-exceed” percentage of the list price of Landscape Structures equipment, determined on a state-by-state basis. Landscape Structures is proud to offer access to its certified installer network for installation services. Custom products are quoted individually and will receive the same discount structure applied to our standard product lines.	*
69	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Bonding is not included in pricing. If bonding is required, the cost is 3% of the purchase order total payable to Landscape Structures Inc. Installation, site preparation, unloading of equipment upon delivery, safety audits and inspections. These services can be contracted through Landscape Structures and they will be provided by qualified independent, third-party vendors/contractors.	*
70	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	To best serve our customers and provide the most competitive price for shipping, Landscape Structures provides freight FOB Destination, Pre-paid and Added. Freight is calculated on the entire order (not per component) and quoted based on negotiated shipping rates. Custom freight quotes are requested on orders that contain oversized components. Our carriers maintain the highest standards, and many of them have shipped our products for decades. They understand our product and the importance of being on time for the delivery appointment. Our carriers call the delivery contact person at least 24 hours in advance to confirm the appointment so that everyone is successful. Once Landscape Structures receives the order, it is processed and a ship date is assigned. Every order generates a Sales Order Acknowledgement detailing to the customer what they ordered. If there are changes needed to the shipping schedule, we will work with the local sales representative and the customer to coordinate any adjustments based on their needs. Landscape Structures has a 99 percent on-time shipping performance record. In the event there is a delay in shipment, the local sales representative is notified. They in turn notify the customer to work out a satisfactory solution. Possible options include but are not limited to splitting the delayed items into a separate shipment at no charge to the customer; shipping the entire order later as agreed upon by the customer and possibly expediting the shipment to meet the customer’s requirements.	*
71	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping, delivery, exchange and return programs for Alaska, Hawaii and other offshore orders are treated in the same manner as orders shipping to the continental United States except for ocean freight. On ocean freight shipments, the maintenance kit, which contains touch-up paint is shipped via air freight	*

72	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Landscape Structures prides itself on how it packages its products. The various components and individual structures are packaged/palletized together for ease of installation. The parts are secured to the pallets with strapping and heat-shrink-wrapped with a high-mil wrap that protects the components from weather while in transit and/or at the site. We go to great lengths to ensure the product is delivered to the site undamaged. In fact, during the last 10 years, our reported freight damage is consistently less than 0.3%. We attribute that to our packaging methods and our top-notch carriers that have been moving our playgrounds for decades. Landscape Structures will work with individual customers to accommodate any special shipping requirements. Whether that delivery requires a flatbed or full-size trailer, or if an early AM or after hours delivery is needed, we can structure it to ensure success for the customer.	*
73	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Sourcewell customer orders will be directly invoiced by Landscape Structures Inc. As orders are received and submitted into our order processing system, they will be flagged as Sourcewell contract orders. A daily report is generated alerting our Contract Administrator of all contract orders keyed the previous day. This contract coding is also the basis for all quarterly reporting and administrative fee payments. All discounts on orders require a discount code, which provides another checkpoint to ensure the order has received pricing in compliance with the contract. The Sourcewell discount code will be keyed on the order alerting our accounting personnel to verify the order has received the proper pricing. All order keyers and accounting personnel are trained to review orders for contract compliance. Landscape Structures shares the responsibility for the contract discount with the local sales representative. If they fail to submit the order correctly, they do not receive Landscape Structures' share of the discount and cover the entire amount themselves. This provides a monetary incentive for the sales representative to submit the order with the correct contract information.	*
74	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Internal metrics include quarterly and annual contract usage reporting to the finance and sales teams. All contract sales are coded for easy data retrieval. Reporting shows both how the contract is doing against company sales by quarter and against previous years. It provides sales data on both geographic and sales force levels. In addition, it provides a comprehensive list of sales by size and repeat customers. This reporting allows us to see where the contract is strongest and areas across the country where we can improve on contract usage.	*
75	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Landscape Structures is proposing an administrative fee of 1.5% on the net sales price of all products and services (excluding freight, bonding fees and taxes).	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
76	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Landscape Structures is pleased to provide Sourcewell members with pricing that is as good as pricing we offer to our other cooperative purchasing customers.	*

Table 7A: Depth and Breadth of Offered Solutions (225 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
77	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	Landscape Structures is offering a turnkey solution to the marketplace need for playground and recreation-related equipment, accessories and supplies. Landscape Structures offers a full product suite that includes standard and custom playground equipment, freestanding play, shade, surfacing, sports & fitness equipment, site furnishings and waterparks. Turnkey services are offered to include design and site consultation, installation, and site construction services. To complement and enhance the park and playground project, we can provide turnkey solutions through our partnerships to include, but are not limited to, installation, site work (i.e., grading, concrete walkways, landscaping, drainage solutions), shelters, site amenities, splash play and independent safety audits. These are sourced products and services.
78	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Commercial playground equipment Custom/themed play equipment Inclusive playground equipment Net playgrounds Nature-inspired play Outdoor musical instruments Playgrounds for infants/toddlers Freestanding playground components Slides Playground towers Commercial shade structures Splash pads/Spray play products LED lighting Splash pad packages Mechanical systems Site furnishings/amenities Park Benches Picnic Tables Trash receptacles Outdoor fitness equipment Sports equipment Surfacing Installation solutions Related site work Independent safety audits

Table 7B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Include which ones you are offering
79	Category 1 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Water Play or Aquatic Equipment, including but not limited to: a) Water play and aquatic recreational structures and equipment, including, but not limited to: splash pads, waterparks, slides, docks, walkways, playable fountains, ground sprays and activity towers;	○ Yes ◉ No	NA

80	Category 2 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Outdoor Site Amenities and Furnishings, including but not limited to: a) Benches, picnic tables, bike racks, waste receptacles; b) Dog Park solutions; c) Playground and aquatic surfacing and fall protection; d) Shade coverings	○ Yes ◉ No	NA	*
81	Category 3 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Outdoor Fitness, including but not limited to: a) Fitness equipment and related accessories of commercial grade (or better), principally designed or intended for use in an outdoor setting for activities such as: i. Cardio training; ii. Strength, agility, and mobility training; and iii. Vocational and exercise/sports rehabilitation or therapy of joint and muscle injuries.	○ Yes ◉ No	NA	*
82	Category 4 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if they have Playgrounds AND one or more of b, c, or d, including but not limited to: a) Playgrounds and at least one of the following: b) Water Play or Aquatic Equipment (See Category 1, above); c) Outdoor Site Amenities and Furnishings (See Category 2, above); and d) Outdoor Fitness (See Category 3, above).	◉ Yes ○ No	Our product portfolio encompasses a, b, c d; commercial playground equipment, water play and aquatic equipment, outdoor site amenities and furnishings including commercial shade structures, as well as outdoor fitness and sports equipment designed for individuals ages 5 through 13 and beyond.	*
83	Services and equipment related to the Category you are responding to, please indicate what in the box. This section is for all categories offered.	◉ Yes ○ No	Playsystems: Smart Play®: Smart Play playstructures pack a lot of activities into compact structures, taking kids from early crawling exploration on up to active climbing and social play to challenging adventures for older children. Forma™: Forma brings a contemporary vibe to any play environment. With its architectural influences, endless color possibilities and open sightlines, this unique playsystem design creates the perfect complement to your nature-inspired or modern play setting. Kids love the dynamic, challenging, and inclusive play opportunities provided by Forma's angular design and sensory-rich mix of materials. Quantis®: Quantis takes net play to a whole new level with endless routes of imaginative play! Each Quantis structure is packed with a variety of materials and climbers along with integrated play components to challenge kids and provide hours of unscripted, dynamic and inclusive play. Hedra®: The geometric playscapes of Hedra, Hedra Scout and custom Hedra Towers are perfect for kids ages 2 to 12. These tessellated shapes create playful pods	

			that link together, forming a fascinating interconnected matrix of three-dimensional play. Hedra Swings and AquaHedra carry the unique look to additional play events. Evos®: The spherical design of the Evos playsystem attracts kids of all abilities. Most importantly, Evos lets kids find their own ways to play while building muscle strength, endurance and mental agility. Weevos®: The complement to Evos for children ages 2 to 5, the Weevos playsystem promotes early childhood growth and development in five key areas: physical, cognitive, sensory/motor, emotional/social and language. PlayBooster®: The industry gold standard for ages 5 to 12. For design, durability and play value, PlayBooster is the line of playground equipment everyone looks to for inspiration. PlayShaper®: Let curious young minds go exploring on a safe and durable PlayShaper® playground structure. Scaled to size for preschoolers, these play systems invite youngsters to develop their physical skills while learning the social skills needed for community life. PlaySense®: PlaySense playgrounds are perfect when you are looking for more fun per dollar. These preconfigured playgrounds serve kids ages 2 to 5 and 5 to 12 so everyone is happy, and every community can have an affordable playground to call their own. Freestanding Play: Our versatile freestanding play components are designed to maximize play value and create an action-packed playground that's truly unforgettable. We offer unique play events including the We-Go-Swing®, We-Go-Round®, Rhapsody® Outdoor Musical Instruments, ZipKrooz®, Aeronet® Climbers, spinners and more. These play events provide extra challenge and fun for any new playground and can be used to revitalize an existing park or playground. Sports & Fitness: Our Sports & Fitness equipment provides fitness components that are designed for outdoor parks and playgrounds where people of any ability can challenge their physical fitness and work toward improving their health from head to toe. With options like FitCore™ Extreme, HealthBeat Circuit® and the HealthBeat® Outdoor Fitness System, we make it easy to add fitness for any age to outdoor play. Site Furnishings: Put the finishing touches on your play environment with a variety of site furnishings options. From shade products and benches to bike racks, litter receptacles and more, we'll help create a clean, safe and welcoming space for the whole	*	

			community. Aquatix® by Landscape Structures: As leaders in visionary aqua play, Aquatix knows no boundaries when it comes to interactive water-based encounters, inventive escapades and thrilling surprises. Splashtastic products engage kids' imaginations, encourage exploration and deliver exhilarating new experiences with water to people of all abilities. In fact, the innovative technology of the self-contained AquaSmart® Packages has made water play possible for more and more communities. SkyWays® by Landscape Structures: SkyWays provides nearly unlimited shade capabilities for a variety of spaces like playgrounds, dog parks, ball fields, zoos, outdoor classrooms or anywhere large amounts of shade are needed. As an AISC Certified Fabricator, we ensure that all SkyWays products provide the best options for cool and reliable shade. From small shade to big shade, decorative shade to themed shade, SkyWays goes where people like to gather. At Landscape Structures, we are proud to offer comprehensive, turnkey solutions for playground and recreation projects of every scale. Through close collaboration with our local sales network, manufacturer-certified installers and trusted contractors, we deliver a seamless experience from design and site consultation to installation and completion. Our integrated approach ensures customers receive the highest quality products and services at the best value. In addition to our full suite of offerings, including playground equipment, shade, surfacing, site furnishings, outdoor fitness and splash play, we also coordinate complementary site services such as grading, concrete work, landscaping, drainage, shelters and safety audits. By managing every detail through our established partnerships, we provide customers with a single, reliable source for creating beautiful, functional and enduring community play environments.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Pricing.zip - Tuesday October 14, 2025 19:04:05
- Financial Strength and Stability - Financial Strength and Stability.zip - Tuesday October 14, 2025 19:03:27
- Marketing Plan/Samples - Q.37 & 38 Marketing Links.pdf - Wednesday October 15, 2025 18:06:40
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - Standard Transaction Document Samples.zip - Wednesday October 15, 2025 18:09:51
- Requested Exceptions - Master Agreement, 101625 Playground Equip Outdoor Fitness, 2025 RFP, LSI Redlines, 2025.10.09.docx - Tuesday October 14, 2025 19:02:00
- Upload Additional Document - Additional Documents.zip - Wednesday October 15, 2025 18:06:56

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Elaine Harkess, Contract Administrator, Landscape Structures Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 3 Playground Equipment Outdoor Fitness RFP 101625 Fri October 3 2025 04:18 PM	☑	4
Addendum 2 Playground Equipment Outdoor Fitness RFP 101625 Wed October 1 2025 11:49 AM	☑	3
Addendum 1 Playground Equip Outdoor Fitness RFP 101625 Wed September 24 2025 01:18 PM	☑	2

CITY OF VANCOUVER
Procurement Services
(360) 487-8430
procurement.services@cityofvancouver.us
www.cityofvancouver.us
Federal Tax ID No. 91-6001288

Purchase Order #:	PO-69569
Revision #:	0
Effective Date:	11/25/24
Contract #:	C-100894

This Purchase Order number must appear on all invoices, packing lists, and correspondence related to this order.

Landscape Structures Inc
601 7th Street S
Delno, MN 55328

Submit Invoice To:

City of Vancouver
Terry Snyder
PO Box 1995
Vancouver, WA 98668
Terry.Snyder@cityofvancouver.us
accpay@cityofvancouver.us

Ship To:

City of Vancouver
Terry Snyder
City Hall - 3rd Floor
3203 Unander Ave.
Vancouver, WA 98660

If you have any questions regarding this order, please contact:

Terry Snyder / (360) 487-8317 Terry.Snyder@cityofvancouver.us

Sample

Line #	Line Description	Qty	UOM	Unit Price	Tax	Amount
1	Commercial Playground Equipment per attached itemized quote #1177267-03-03 manufactured by Landscape Structures ForeverLawn Playground Grass Ultra (Green) Roll Size: 15' x 24' (each mound requires 12' to cover). (1) Standard 10' Play Mound and (1) Standard 10' PlayMound w/ 35 degree slope and 3 custom cuts for equipment posts. Materials to perform installation include (1) Roll Seam Tape. (4) tubes Mapei Glue. (8) 50lbs Bags of Envirofill. NO INSTALLATION	1	Lump Sum	265,919.96	23,135.04	265,919.96

Subtotal:	$265,919.96
Tax:	$23,135.04
Total:	$289,055.00

Note to Supplier

Playground, shade, and splash play equipment for parks #010625-LSI Contract and Amendments thereto (“Master Contract”) between the Contractor and Sourcewell adopted and incorporated herein by this reference. The City shall be afforded all rights and privileges as "Sourcewell" under the terms of the master contract.

Authorized Signature

Sample

CITY OF VANCOUVER
Procurement Services
(360) 487-8430
(360) 487-8433 fax
www.cityofvancouver.us
Federal Tax ID No. 91-6001288

Contract #:	C-102205
Start Date:	Feb 23, 2026
End Date:	Dec 17, 2029
Total Contract Amount:	$300,000.00

Landscape Structures Inc
601 7th Street S
Delno, MN 55328

Submit all invoices and questions to:

Terry Snyder / Terry.Snyder@cityofvancouver.us

Contract Overview

Final End Term 12/17/2032.

Playground, shade, and splash play equipment for parks #010625-LSI Contract and Amendments thereto (“Master Contract”) between the Contractor and Sourcewell adopted and incorporated herein by this reference. The City shall be afforded all rights and privileges as "Sourcewell" under the terms of the master contract.

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: 074-26

To: Mayor and City Council
From: City Manager
Date: April 6, 2026

Subject
Collective Bargaining Agreement - Vancouver Police Officers Guild 2026-2028

Key Points

- Three-year collective bargaining agreement effective January 1, 2026, to December 31, 2028.
- Monetary elements agreed to include pay increases for 2026-2028, an increase to the City's deferred compensation contribution, establishment of a Voluntary Employees' Beneficiary Association (VEBA), which is a savings vehicle to cover medical expenses, and an additional tier for longevity pay at 25 years.
- Updates to bring the contract into compliance with state wage and hour laws.
- Increased management flexibility that clarifies the qualifying criteria to determine how Callback Pay is paid out and tracked for operational purposes.

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

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

Present Situation
The labor agreement between the City of Vancouver and the Vancouver Police Officers Guild (VPOG) bargaining unit expired on December 31, 2025. The parties were able to work through a collaborative process and consensual decision-making on many of the provisions for a new three-year agreement. The new labor agreement was recently ratified by the VPOG members and is now being brought to the Council for approval.

Advantage(s)
If ratified, the City and bargaining unit will have a collective bargaining agreement and will be operating under an agreement that meets the business needs of both parties.

Challenge(s)
There are no known challenges in ratifying this agreement.

Budget Impact
The total cost of the contract was settled at 15.53%. This includes the 15% bargaining authority authorized by Council, plus an additional .53% driven by the cost of settling an outstanding grievance regarding changes to medical benefits.

Prior Council Review

None

Action Requested

On Monday, April 6, 2026, authorize the City Manager, or designee, to sign the collective bargaining agreement with the Vancouver Police Officers Guild for 2026–2028.

Staff Contact

Robert Prociak, People and Labor Strategy Manager, Antoinette Gasbarre, Human Resources Director, Rob.Prociak@cityofvancouver.us, Antoinette.Gasbarre@cityofvancouver.us

Attachments:

1. VPOG Collective Bargaining Agreement - Track Changes
2. VPOG Collective Bargaining Agreement 2026-2028 - Clean

By and Between City of Vancouver

and

Vancouver Police Officers Guild

January 1, 2025~~3~~ - December 31, 2028~~5~~

VANCOUVER POLICE OFFICERS GUILD AGREEMENT

This agreement, as of the date indicated herein, by and between the City of Vancouver, a municipal corporation of the State of Washington, and hereinafter referred to as the "Employer," and the Vancouver Police Officers Guild, hereinafter referred to as the "Guild," WITNESS that WHEREAS the parties have negotiated the terms and conditions of a collective bargaining agreement, hereinafter referred to as the "Agreement," relating to regular full-time police officers, hereinafter referred to as employees represented by the Guild and described in this Agreement, as to wages, hours, and other terms and conditions of employment of such employees and wish to reduce the agreement to writing, agree hereto as follows:

1. Guild Recognition

1.1 The Employer recognizes the Guild as the exclusive bargaining agent for all police officers, corporals, and sergeants.

1.2 The Employer and the Guild agree that questions of Guild representation that may arise shall be resolved in accordance with rules of the Washington State Public Employment Relations Commission (PERC) and in accordance with local, state, or national statutes and rules.

2. Nondiscrimination

2.1 The parties agree that the provisions of this Agreement shall be applied equally to all employees covered hereby without regard to race, color, national origin, sex, gender identity, age, physical or mental disability, political or religious opinions or labor organization affiliation, sexual orientation, pregnancy, marital status, military status, or membership in any other class protected by state or federal law or City ordinance, unless such would prohibit performance of a qualifications standard that is job related and consistent with business necessity or necessary to prevent a direct threat to health and safety.

2.2 Employees shall process discrimination, retaliation, and/or bullying complaints ~~grievances~~ under the applicable ~~c~~City~~'s~~ Equal Employment Opportunity or HR/Department policy and procedure or under existing state or federal ~~law, and~~law and shall not have recourse through the grievance procedures established in Article 28 of this Agreement.

3. Rights of Management

3.1 The management of the municipal corporation, including but not limited to, the organization, scheduling, staffing, and direction of the work force, is vested exclusively in the Employer, subject to the terms of this Agreement. Examples of management rights include, but are not limited to:

3.1.1 to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the organization;

3.1.2 to determine the number of employees to be employed;

3.1.3 to hire employees, determine their qualifications and assign and direct their work;

3.1.4 to evaluate employee' performances;

3.1.5 to set the standards of productivity, and the services to be provided;

3.1.6 to control and regulate the use of facilities, equipment, and other property of the Employer;

3.1.7 to determine the number, location and operation of departments, divisions, and all other units of the Employer.

The Employer has the right to introduce any and all new improved and automated methods or equipment to improve efficiency and to reduce costs and assign employees within the bargaining unit in accordance with such improvements and cost reduction methods. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the Employer in accordance with such policies or procedures as the Employer, from time to time, may determine.

This Article recognizes an employee's right to use the grievance procedure set forth in Article 28 below.

3.2 Department Rules and Regulations

It is mutually agreed that the city has full responsibility and authority to adopt rules and regulations for the operation of the police department and the conduct of its employees, and the Guild agrees that its members shall comply in full with such rules and regulations. Nothing in this Section shall be interpreted to restrict the chief's right to make decisions or to establish procedures necessitated by the "emergency" nature of operating the police department.

3.3 Nothing in this Article shall be considered a waiver of the Guild's right to bargain over mandatory subjects of bargaining pursuant to RCW 41.56.

4. Guild Membership and Dues Deduction

4.1 Members of the bargaining unit who join the Vancouver Police Officers Guild may authorize deduction of dues as provided in this Article and consistent with State law. Members of the bargaining unit who do not join the Guild may choose to voluntarily make a payment in lieu of dues as provided in this Article. However, any member of the bargaining unit who chooses not to join the Guild

or have dues/fees deducted shall have no rights to benefits provided to Guild members by the Guild (other than the benefits provided under this Agreement) and shall have no right to vote or participate otherwise in Guild meetings.

4.2 The employee's authorization will remain in effect until expressly revoked by the employee by notice to the Guild in accordance with the terms and conditions of the authorization. The Employer will rely on information provided by the Guild regarding the authorization and revocation of deductions. Upon receiving notice of the employee's authorization from the Guild, the Employer shall deduct from the pay of such employee the monthly amount of dues as certified by the secretary of the Guild and shall transmit the same to the treasurer of the Guild. Deduction of payments in lieu of dues from non-members of the Guild within the bargaining unit shall only be made upon written authorization freely given which clearly and affirmatively consents to the deduction of the payment in lieu of Guild dues. Amounts deducted from non-members shall be transmitted to the treasurer of the Guild. The Employer shall not make deductions from any bargaining unit member's wages for dues or payments in lieu of dues unless authorized in writing as provided in this Article.

4.3 Upon receipt of an employee request for authorization or revocation of authorization, the Employer shall notify the Guild within five (5) working days. The Employer will take no action upon receiving an employee request until receiving confirmation from the Union to begin or end deductions.

The Guild shall indemnify, defend and hold harmless the Employer and its officials, representatives and agents against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all reasonable legal costs that shall arise out of or by reason of action taken or not taken in good faith by the Employer in complying with the provisions of this Article. If an improper deduction is made, the Guild shall refund directly to the employee any such amount.

5. Guild Representatives and Activities

5.1 The Guild shall inform the Employer in writing of the names of its current executive board members and attorneys who are designated to represent it. Only persons so designated will be accepted by the Employer as representatives of the Guild during the grievance process and on bargaining issues. The Guild may designate other members as representatives during contract negotiations.

5.2 The Guild's officers and attorneys shall have reasonable access to the Department during working hours, providing they do not interfere with or cause employees to neglect their work.

5.3 Employees and attorneys visiting the premises shall not engage in organizing or campaigning for the Guild, but this paragraph will not prevent the Guild officers from discussing in non-work areas during non-work periods

matters of Guild membership, fees, dues, or Guild business with employees covered by this Agreement.

5.4 The Employer agrees not to discriminate against any member of the Guild because of ~~his or her~~the employee's activity in behalf of or membership in the Guild, provided such activity is not carried on during work hours, except as expressly provided in this Agreement.

5.5 The Employer agrees to allow leave with pay for employee members of the Guild for no more than twenty (20) officer-shifts (200 hours) per year total, for conducting business vital to the Guild. The leave will be scheduled in advance based on vacation scheduling guidelines.

5.6 The Employer agrees to allow the Guild sixty minutes during each new officer orientation to provide new officers information about the Guild.

5.7 No more than six (6) employees on the Guild bargaining committee who are already scheduled to work during times scheduled for negotiating a new labor Agreement will be allowed to attend those negotiations on Employer-paid work time. The Employer will not make special provisions to arrange shifts to maximize on-duty participation in negotiations. The Employer and the Guild will reach consensus on the total number of members who will be on the negotiating team.

5.8 The City will pay one Guild member to run the shift bid on the day the shift bid is conducted provided that no overtime is incurred.

5.9 Employees designated as Guild representatives will be permitted to use work time when appropriate for the investigation of grievances and representation of employees with grievances.

5.10 The Employer shall provide space for a bulletin board at each law enforcement facility where Guild members are staffed which may be used by the Guild for official Guild business. The Guild is responsible for the posting and removal of material on the bulletin board and for maintaining same in an orderly and neat basis.

6. Strikes, Work Stoppages or Work Slowdowns

6.1 The Employer and the Guild recognize that the public interest requires the efficient and uninterrupted performance of all city services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to their overall objective. During the term of this Agreement, neither the Guild nor the Employer shall cause, engage in, or sanction any work stoppage, strike, slowdown, lockout or other interference with city functions. Employees who engage in any of the foregoing actions may be subject to immediate disciplinary action, including discharge, and the Guild may be subject to action in

accordance with RCW 41.56.

7. Identification of Jobs

7.1 "Job" shall be defined as the employee's job title, job number, and range assigned by the Employer.

7.2 When work operations involving new or substantially changed requirements are established after the effective date of this Agreement and such requirements are not adequately or specifically described in an existing job, the Employer will describe and establish a new job in an appropriate range subject to the Employer's duty to bargain with the Guild concerning appropriate compensation for the new job, if agreed to be within the bargaining unit.

7.3 Civilian Positions

The parties agree that certain civilian positions may be created within the Vancouver Police Department. The City of Vancouver may establish and fill the civilian positions. The City may also establish and fill such volunteer (unpaid) positions as it deems necessary.

The duties of civilian employees and volunteers shall be determined by the City of Vancouver, provided that their duties will not include work that is currently performed on a regular basis by members of the Guild without the agreement of the Guild. The parties further agree that civilian employees or volunteers will not carry firearms or have powers of custodial arrest. Job descriptions for each civilian position shall be available for inspection.

The parties agree that civilian employees may:

(1) Respond to priority 3, 4 or 5 calls at the discretion of the supervisor or precinct commander.

(2) Respond to priority 1 or 2 calls in a support capacity at the request of the supervisor or precinct commander.

(3) Be granted limited commission authority for: parking enforcement duties related to parking violations (e.g., writing parking citations, facilitating the towing of vehicles, and other parking-related tasks).

When these civilian employees are not available, sworn officers may still respond to such calls based on the availability of sufficient staff at the time of the call at the discretion of the supervisor or precinct commander.

Duties of civilian employees and/or volunteers may also include:

(1) Graffiti abatement.

(2) Crime prevention education.

(3) Citizen patrol (NOW) including tasks such as Skywatch, ALPR,

radar/Lidar.

(4) Alcohol impact area compliance checks (visual only).

(5) SafeKids Program.

(6) Abandoned vehicle abatement.

(7) Out of state license plate reporter/educator.

(8) Missing person search team.

(9) Drive/operate non-patrol vehicles such as the Command Bus for maintenance or when no sworn department employee is available.

(10) Assist sworn officers at barricades at crime scenes (outer perimeter) if a sworn officer is not readily available.

(11) Deploy and manage the speed trailer program.

(12) Disabled parking enforcement.

(13) Fulfill public records requests including, without limitation, requests for records within the Professional Standards Unit.

It is the parties' intent that the creation and filling of civilian and volunteer positions will permit sworn officers to increase the time spent in proactive problem solving rather than reactive call taking.

No positions within the bargaining unit will be eliminated because of creating or filling such civilian positions.

7.4 Private Security

The City may engage private security personnel to support services the Department provides. Private security personnel may (1) perform security functions at fixed posts on a temporary basis including security at events such as the Fort Vancouver Fourth of July Celebration; (2) provide personal security (escort) for City employees or volunteers upon request if there is no specific threat or emergency; provided that such personnel will not be used to provide protection to dignitaries; (3) conduct preventative sweeps of City property or parks within the City in advance of specifically scheduled student or community youth trips to such areas; and (4) perform security functions such as routine drive throughs or walk throughs on city owned properties such as parks, parking lots, the airport and Officers' Row.

The duties performed by private security personnel will be limited to preventative measures; they will not patrol City property or parks within the City nor will they take any enforcement action. If a specific threat or emergency exists or a criminal act is in progress 9-1-1 will be notified and a request for an officer will be made by the private security personnel.

In addition to the functions set forth above, the City shall be permitted to use

such private security guards to perform functions traditionally expected of building managers, such as (A) contacting people within City-owned buildings or in immediate proximity to such buildings (e.g. doorway, sidewalk, or parking lot) and alerting them to applicable circumstances, building rules, and behavior that could be a violation of the law; and (B) ordering individuals who have violated building rules or a violation of the law to leave the premises. All building related functions not within the scope of ~~the~~ this Article shall be discontinued.

7.5 Reserve Police Officer Program

A. The parties agree that should the City wish to create a Reserve Police Officer Program, the Parties will bargain consistent with RCW 41.56. ~~The parties agree that a volunteer Reserve Police Officer program may be created. The City may create and fill Reserve Police Officer positions using a testing and selection process that will include successful completion of a thorough background investigation.~~

~~B. Reserve Police Officers will not be used for primary patrol, traffic, or investigative duties. The duties of Reserve Police Officer may include:~~

~~(1) Response to priority 3, 4, and 5 calls at the discretion of the supervisor or precinct commander.~~

~~(2) Response to priority 1 or 2 calls in a support capacity at the request of the supervisor or precinct commander.~~

~~(3) Barricade/traffic control.~~

~~(4) Fireworks enforcement.~~

~~(5) Crime scene protection.~~

~~(6) Prisoner transport.~~

~~C. Reserve Police Officers will be authorized to carry firearms and will have limited powers of custodial arrest.~~

~~D. Reserve Police Officers will not be counted for purposes of meeting established patrol staffing levels.~~

~~E. Overtime or extra duty assignments may only be worked by members of the Guild. However, if Guild members do not accept the available overtime duty after it has been offered for at least seven (7) days, that work may be performed by a Reserve Police Officer in a volunteer, unpaid capacity.~~

~~No positions within the bargaining unit will be eliminated because of creating or filling these volunteer Reserve Police~~

~~Officer positions.~~

8. Job Vacancies

8.1 All vacancies will be filled in accordance with the established rules and regulations of the Vancouver Civil Service Commission and applicable state and federal laws.

9. Layoff and Recall

9.1 Layoff and recall shall be in accordance with established rules and regulations of the Vancouver Civil Service Commission with the following exceptions:

A. In the event of layoff, employees will be laid off in the order of their seniority. Seniority for officers shall be defined as time in the department. Seniority for corporals and sergeants shall be defined as time in the position.

B. At the time of any layoff, corporals and sergeants may be given an opportunity to accept reduction to the next lower rank previously held by the employee in lieu of layoff. Such employees shall have bumping rights over the employee in the next lower rank with the least seniority. Seniority shall be defined as time in the rank or any higher rank.

C. Employees laid off or demoted in lieu of layoff shall be placed on a reinstatement list for the classification from which the layoff took place and for any lower rank held based upon date of promotion to the lower rank.

D. Reinstatement lists shall be valid indefinitely. Members who are demoted in lieu of layoff shall remain on the reinstatement list indefinitely until the City fills all positions in the affected classification equivalent to the number of positions demoted in lieu of layoff. Demoted members may decline an offer of reinstatement to their previously held rank on one occasion unless the member is the least senior employee on the reinstatement list. Members who are laid off shall remain on the reinstatement list for a maximum of twenty-four (24) months. Laid off employees who are offered reinstatement will receive a conditional offer of reinstatement. The offer will be conditioned on successful completion of the following:

(1) A background investigation. The investigation will be limited to the period of time between the date of layoff and date of proposed reinstatement.

(2) A medical and psychological examination.

(3) A drug screen.

E. An individual will lose rights to reinstatement and/or be removed from the reinstatement list if ~~he~~ the individual commit~~s~~ an act that would be cause for termination of employment or if the individual~~he~~ loses ~~his or her~~their commission as a general authority law enforcement officer.

F. Appointments from the reinstatement list shall be made in the order of length of service. The employee on the reinstatement list who has the most service credit shall be first reinstated.

(1) For employees on the reinstatement list for the position of police officer, "length of service" and "service credit" shall be defined as time employed as a police officer for the Vancouver Police Department.

(2) For employees on the reinstatement list for the position of police corporal, "length of service" and "service credit" shall be defined as time employed at the rank of corporal for the Vancouver Police Department.

(3) For employees on the reinstatement list for the position of police sergeant, "length of service" and "service credit" shall be defined as time employed at the rank of sergeant for the Vancouver Police Department.

10. Probation Period

10.1 Entry level employment is subject to a probationary period from the date of hire, during basic academy training and continuing for twelve (12) months actual service from the date of graduation from basic academy training. Lateral entry employment is subject to a probationary period of twelve (12) months actual service from the date of hire. Actual service shall not include time spent away from the department for an extended period of time. Termination or discipline of a probationary employee is not subject to grievance under this contract. Discipline of probationary employees will not be used as evidence of appropriate discipline practice for non-probationary employees. Upon hiring, the Employer may start an employee at a higher step depending upon experience and qualifications.

10.2 Employees promoted to the position of corporal or sergeant shall serve a twelve (12) month probationary period during which time the Employer may decide to return the employee to ~~his or her~~the employee's former classification. Demotion during the promotional probationary period is not subject to grievance under this contract.

10.3 For any time-off an employee takes in excess of thirty (30) consecutive

calendar days during the twelve (12) month probationary period for which the employee is unable to be meaningfully evaluated in their position, the Employer may extend the probation period by a time equal to the period lacking meaningful evaluation. Such probationary extension periods will not result in the employee losing scheduled step increases.

11. Work Week, Hours of Work, Shifts

11.1 The City has established a twenty-eight (28) day FLSA work period for all members. Work periods shall begin at 12:01 a.m. on the first day of the period and end at 12:00 midnight on the last day of the work period.

11.2 A work day is defined as the twenty-four (24) hour period beginning with the start of an employee's shift.

11.3 Work Week

A. Administration, Investigations and Special Operations

For employees assigned to Administration, Investigations and Special Operations and for Precinct Detectives the normal assigned work week shall be scheduled on Mondays through Thursdays, or Tuesdays through Fridays based on a 4/3-4/3 schedule, ten (10) hours per day, including a one-half hour paid lunch. On mutual agreement of the employees involved and the employer, the normal assigned workweek may be an eight-hour 5/2 schedule including a one-half hour paid lunch.

For employees assigned to the Traffic Unit, the normal work week shall be based on a 4/3-4/3 schedule, ten (10) hours per day, including a one-half hour paid lunch. On mutual agreement of the employees involved and the employer, the normal assigned workweek may be the patrol 5/4-5/4-5/5 schedule.

All employees are subject to call during lunch periods.

B. Crime Reduction Unit (CRU)~~Neighborhood Response Team~~

For employees assigned to the ~~neighborhood Response Team~~ Crime Reduction Unit (CRU), the normal work week shall be based on a 4/3 schedule, ten (10) hours per day, including a one-half hour paid lunch. The normal assigned work week shall be scheduled on Mondays through Thursdays, or Tuesdays through Fridays. In order to meet the operational needs of the unit, the work schedule may be adjusted to include working some Saturdays and Sundays.

C. Patrol

For Employees in Patrol, the normal assigned work schedule shall be 5/4--5/4--5/5 (10.5 hours per day with a 1/2 hour paid lunch included).

For Canine Handlers, the normal assigned ~~work day~~workday shall be a nine and one-half hour shift. The normal work schedule for canine officers will be based on the patrol work schedule (5/4-5/4-5/5). Canine officers are allowed one hour per shift worked for the care and maintenance of their dog. The one hour per shift worked is intended to compensate the officer for one-half hour each ~~work day~~workday and non-~~work day~~workday for time spent in the care and maintenance of the dog.

D. Neighborhood Police Officer

For employees assigned as a Neighborhood Police Officer, the normal work week shall be based on a 4/3 schedule, not to exceed 40 hours per week, ten (10) hours per day, including a one-half hour paid lunch. The normal assigned work week shall be scheduled on Mondays through Thursdays, or Tuesdays through Fridays. In order to meet the operational needs of the unit, and in accordance with Section 11.6, the work schedule may be adjusted to include working alternative days and/or hours.

E. School Resources Officer

The City and the Guild agree that the normal assigned work week for SRO's during the school calendar year shall be a day shift, Mondays through Fridays, based on a 5/2 work schedule, not to exceed nine (9) hours per day, including a one-half hour paid lunch. The normal shift starting time for the SRO shall be 07:00 hours.

The SRO work schedule results in SRO's working sixty (60) minutes of overtime each scheduled ~~work day~~workday, in excess of the eight-hour shift limit in Sections 12.1 and 11.3(A). This results in a total of 271.5 overtime hours (1 hrs x 181 school days x 1.5 OT) for SRO's over the course of the school calendar year. This calculation is based on the SRO working all scheduled days without using other paid leave (sick, vacation, bereavement, etc.).

The overtime hours as noted above shall be compensated by a

maximum of thirty-four (34) compensatory days off (270.5 hrs/ 8 hrs). School days involving late start or early dismissal times will be worked as a normal full shift by SRO's.

The accumulation of compensatory time pursuant to this Article is agreed to as an exception to Section 13.5 which limits the accumulation of compensatory time to a maximum of 90 hours.

For purposes of calculating paid and compensatory time-off, the SRO's work shift will be based on an 8-hour day. (e.g., vacation, sick, compensatory time, bereavement leave.)

Hours worked beyond the normal SRO work schedule as part of the normal SRO duties will be compensated at time and a half, except in the event of emergency callback after hours for duties related to the position of SRO in which case the compensation rate will be that as provided in Section 13.6. Hours worked beyond the normal SRO work schedule as part of patrol or other non-SRO duties shall be compensated also as provided for in Section 13.4.

The City will track each type of compensatory time accumulation separately (i.e., compensatory time accumulated from SRO work v. compensatory time accumulated from any other assignment).

Compensatory time accrued pursuant to this Article should be applied to the 26 holiday/student non-attendance days for each school calendar year.

Vacation and compensatory time off outside of the 26 scheduled holidays during the school calendar year will be subject to the pre-approval of the district lieutenant or his/her designee.

During the summer break when the SRO's school is not in session, the SRO will be reassigned to the Patrol Division (day-shift hours) or other assignment as mutually agreed upon.

(1) Officers assigned as SRO's shall be allowed to bid for and obtain vacation during the summer months when school is not in session without having to compete against any other officers, including other SRO's. Vacation taken by SRO's during the summer does not affect the number of other officers that are allowed to be off that day.

In the event that fewer members of the Guild volunteer for the position of SRO than vacancies exist, the City may assign a member to the position of SRO consistent with provisions of the

current CBA, 4/10 work schedule. In the event that a member is assigned to the position of SRO, that member may choose to work as an SRO under the terms of this Article. In the event that he/she declines to work under the provision of this Article, he/she will be assigned a 4/10 work schedule.

F. Bike Patrol Officer

For employees assigned as a Bike Patrol Officer, the normal work week shall be based on the 5/4, 5/4, 5/5 patrol schedule, with a 1/2 hour paid lunch included.

In order to meet the operational needs of the unit, members assigned to Bike Patrol will generally be deployed to provide coverage at hours of heightened pedestrian traffic as follows:

From March 1 through October 31: Supplemental Swing Shift (i.e., Early Swings); However, a set start time for early swing shift hours shall be established prior to the officers beginning work on March 1st and shall not change until November 1st unless mutually agreed upon by the employer and employee.

November 1 through the end of February: Days (hours defined in Section 11.4).

Hours worked outside of the Bike Patrol Officer's scheduled shift shall be compensated pursuant to Article 13 of this Agreement.

Bike Patrol Officers will be assigned to a patrol beat and directly report to a patrol shift supervisor. Accordingly, Bike Patrol Officers supplement patrol staffing and shall not be included in the calculation of mandatory minimum staffing for their assigned squad nor will they compete against other officers assigned to a patrol squad for Vacation/PDO.

Bike Patrol Officers will generally be assigned in 2-Officer teams. When absences prevent a Bike Patrol Officer from deploying as a member of a 2-Officer team, he/she will be given the option of deploying in a patrol car in lieu of individually on a patrol bike.

11.4 The following provisions shall apply in Patrol:

A. The shift hours will be as follows:

Days	0600 hrs. to 1630 hrs.
Swing	1500 hrs. to 0130 hrs.

Graveyard 2000 hrs. to 0630 hrs.

Supplemental swing shift beginning between 1000 and 1200 hours; and ending between 2030 and 2230 hours.

B. Shift Bid

Members who are or will be assigned to Patrol as of January 1 of the bid year will be given an opportunity to bid for shifts for the following calendar year. Each bid will specify the officer's desired shift, letter day and precinct for two consecutive ~~six month~~six-month periods (one year total period) within the same letter day and precinct. Each officer will remain in one precinct for the twelve-month period unless transfer to another precinct is approved by the Employer. The Guild will complete the bid process by November 1st and the following year schedule shall be finalized and posted by December 1st.

Assignments will be made based on seniority in class based on date of hire (date of promotion in the case of corporals and sergeants), subject to the Employer's right to assign members to shifts, letter days or precincts other than the officer's preferred shift, letter day or precinct because of business necessity such as, but not limited to, accommodation of career development or responding to performance issues.

Members may trade shifts, letter days or precincts assigned through this shift bidding process due to extenuating circumstances, subject to the Employer's approval. Members may also be allowed to exchange ~~work days~~workdays with other members when the change is not detrimental to the best interest of the police department as determined by the Employer.

11.5 In emergency circumstances, or to accommodate training, the chief may temporarily revise work schedules.

11.6 On mutual agreement of the employees involved and the employer, the normal assigned work week and/or hours of work may be adjusted for temporary assignments of up to 90 days when consistent with operational needs of the department. Assignments of longer than 90 days shall be a mandatory subject of bargaining.

11.7 Each employee shall be given a twenty (20) minute rest period in the first half of the working shift, a twenty (20) minute rest period in the last half of the shift, and a one-half hour paid lunch period. ~~-~~All employees are subject to call during such periods. On-duty wellness time is administered in accordance with Department policy.

11.8 Vacation Accessibility

B. Competing Groups

(1) Sergeants will compete, across precincts, for vacation and leave accessibility with Sergeants assigned to their same shift;

(2) Corporals and officers will compete within their own squad for vacation and leave accessibility.

C. Vacation Requests of One Workweek or Less:

(1) For sergeants, seniority in grade will be the determining factor for all requests submitted prior to February 15th of each year. Vacation requests submitted before this date will be given priority over training requests.

(2) For corporals and officers, departmental seniority will be the determining factor for all requests submitted prior to February 15th of each year. Vacation requests submitted before this date will be given priority over training requests.

(3) Within each of the competing groups, vacation requests received on or after February 15th will be considered on a ~~first come~~first-come, ~~first served~~first-served basis.

D. Long-Term Vacations/Special Events:

(1) Vacation requests of three workweeks or greater must be approved by the Precinct or Division Commander.

(2) The Chief of Police or ~~his or her~~the Chief's designee ~~must approve vacation requests for July 4th~~may designate a blackout date for the following calendar year prior to the annual bid. No later than fourteen (14) calendar days prior to the blackout date the Chief of Police or the Chief's designee must approve or deny any vacation requests. Approved vacation for the blackout date will not be cancelled.

E. Compensatory Time Off

(1) The standard for vacation accessibility outlined in Section 11.8C will apply for use of compensatory time, unless otherwise specified in this Section.

(2) Members may schedule compensatory time off only when the Employer can maintain adequate staffing without an overtime call back.

F. Shift Trades or Reassignments Affecting Previously Scheduled Vacations:

(1) It is the responsibility of officers who request such trades to contact their supervisors and make appropriate arrangements to eliminate payment of overtime for vacation coverage. Supervisors may deny or modify previously approved vacation in order to accomplish adequate squad and/or shift coverage.

(2) In the event officer(s) are administratively reassigned, pre-approved vacation will be honored.

G. Other Leave Requests:

(1) All other categories of personal leave will be handled in accordance with current language in this Agreement

11.9 Patrol Staffing

A. Each patrol squad may have two Police Officers/Corporals off on pre-approved leave at any time except that:

(1) A supplemental shift squad that is staffed with five (5) or fewer Police Officers/Corporals may have one Police Officer/Corporal off on pre- approved leave at any one time. Additional supplemental shift Police Officers/Corporals may be allowed off on pre-approved only upon approval of the precinct Lieutenant or Commander.

B. Precinct Command Staff will be notified when mandatory pre-approved time off requests conflict (military leave, family leave, etc.). Command Staff will deal with such conflicts on an individual basis.

C. Patrol Supervisory Staffing:

(1) City-wide, there will be at least two patrol Sergeants on duty at all times.

(2) Only one patrol sergeant per shift may be on pre-approved leave at any given time unless approved by the Precinct Commander.

(3) When a squad sergeant is on pre-approved leave, the squad corporal may act as supervisor, pursuant to C(1).

(4) If the squad sergeant is on pre-approved leave, and no corporal is available from the affected squad, payment of overtime to another sergeant or corporal will be authorized

to ensure the presence of adequate supervision.

~~(5) If necessary to hire a supervisor on an overtime basis, the overtime shall only be for those times when there is no supervisory coverage.~~

11.10 Compensation for Travel

Bargaining Note: The City proposes to move the Guild to the current City policy for travel reimbursement, where 75% of the travel amount is advanced (current is 100%), and remainder paid at the conclusion of the travel.

Guild members, whether driver or passenger in a vehicle in travel status for City directed business, training, or conferences, shall be compensated as follows:

A. All time spent in Travel Status shall count hour-for-hour for the member's regularly assigned work regardless of the day, or time of day during which the travel occurs. As used herein, the term "Travel Status" shall include reasonable time spent checking in and awaiting public transit, time spent actively traveling, time spent retrieving baggage and/or Department owned equipment or Department authorized duty weapons, and time spent traveling between the destination airport and destination hotel. The intent is to account for travel time to destination to include such occurrences as reasonable waiting time for the airplane or meal breaks for long trips, not personal detours while traveling to a destination.

B. Training Time shall count hour-for-hour for the member's regular assigned work. As used herein, the term "Training Time shall include time spent actually attending City directed business, training or conferences.

Examples of A and B: An officer travels to the Washington State Basic Law Enforcement Academy. Their time driving to the Academy shall be compensable regardless of the day, or time of day, they drive to the Academy. All of the time the officer spends in class at the Academy shall be compensated hour-for-hour just as regular work hours. Time spent in the dorms in the evenings and weekends will not be compensated. If the officer chooses to come home before the end of the academy on a weekend, this time will not be compensated. The officer's return trip home upon completion of the academy will be compensated hour-for-hour just as regular work hours. Unless otherwise preapproved by the Office of the Chief, the intent is to account for one roundtrip for the course regardless of the length of the course.

Recognizing travel by airplane requires time to check-in before the flight, and time to gather belongings and travel to a destination, generally this would be up to two (2) hours before and up to one (1) hour after a flight, barring unusual circumstances. Time spent travelling to or from the airport would also be compensable hour-for-hour, in addition to the times before and after a flight as reflected above.

Unusual circumstances should be documented in Telestaff, email or department memorandum by the officer in travel status (e.g., flight delay, traffic crash, etc.).

C. If a member's Travel Status plus Training Time exceeds their regular work week, the member shall work with their chain of command to flex their time to the extent practicable; provided, the parties recognize that occasionally due to the timing of applicable Fair Labor Standards Act ("FLSA") periods, it may not be practicable to flex time. In such cases, the member shall be entitled to overtime to the same extent otherwise allowed by this Agreement.

D. If a member's Travel Status plus Training Time is less than their regularly scheduled work week, the member will be given one or more of the following options in an effort to afford them an opportunity to receive a full paycheck:

(1) Use of Vacation Time;

(2) Use of Comp Time; and/or

(3) An opportunity to work additional hours to the extent possible within the same FLSA period.

Members who wish to work additional hours within the same FLSA period to make up the difference between their current hour worked and regular weekly hours shall coordinate with their chain of command to request appropriate work such as: (a) assignment to an extra patrol shift; (b) case management; (c) policy review; or (d) other productive work, as directed by Department needs and the member's regular work assignment.

11.11 Critical Incident Leave and Employee Work Schedules

Employees placed on Critical Incident Leave by the City of Vancouver after a Use of Force Incident will remain on their regularly assigned schedule and shift, for the duration of their Critical Incident Leave. They will also continue to receive all of the shift differential and compensation

outlined in this Agreement they received prior to the incident.

Employees on Critical Incident Leave will not be paid overtime to attend criminal or administrative interviews, appointments with a psychologist, critical incident stress debriefs, or weapons qualifications. If these activities fall outside their regularly scheduled work hours, the employee will adjust their schedule to attend them at their normal hourly rate of pay.

11.12 Definitions

The following definitions shall apply to this Article.

District or Beat: A specific geographical area within a precinct.

Letter day: "A" and "B" letter days, which generally work on opposite days off within the current patrol schedule.

Pre-Approved Leave: Anticipated time-off requested by an employee and granted by a supervisor, in accordance with departmental policies and this Agreement (Article 14 - Paid Days Off [PDO]; Article 15 - Other Leave Benefits), and for training. Pre-approved time off includes time-off for reasons such as vacation, compensatory time-off, training, etc.

Precinct: A specific geographical area within the City of Vancouver within which police functions are carried out.

Shift: A period of time (e.g., Day shift, Swing shift, Supplemental swing shift, Graveyard shift) during which police activities are conducted department-wide.

Shift Overlap: That period of time during which two patrol shifts' work hours coincide.

Squad: A group of police personnel, to include supervisors and officers, which function together to provide police services within a specific precinct.

Supervisor. Typically a police sergeant, or corporal. A shift supervisor shall not be scheduled for a district or beat assignment, and shall not work as a Field Training Officer.

12. Rates of Pay

12.1 The regular hourly rate of an employee on a forty (40) hour work week will be ~~his or her~~the employee's monthly regular rate multiplied by twelve (12) months and divided by two thousand eighty (2080) hours. This rate multiplied by eight (8) hours will be the daily regular rate; multiplied by forty (40) hours will be the weekly regular rate; and multiplied by one hundred and seventy-three and three-tenths (173.3) hours will be the monthly regular rate.

12.2 The regular hourly rate of an employee on the 5/4 schedule will be ~~his or her~~the employee's monthly rate multiplied by 12 months and divided by 2047.5 hours. For employees working the 5/4 - 5/4 - 5/5 work schedule, there shall be a 28-day work period for purposes of FLSA.

12.3 The employee's regular rate for purposes of computing overtime compensation will be the sum of the employee's regular hourly rate plus any premiums required to be included in the regular rate by the Fair Labor Standards Act.

12.4 Regular monthly rates of pay will be as set forth in Appendix A.

12.5 Any employee who works on swing shift as defined in Article 11 shall be given a shift differential of twenty-five cents ($0.25) per hour for each hour worked. Any employee who works on graveyard shift as defined in article 11 shall be given a shift differential of thirty-five cents ($0.35) for each hour worked. Shift differential premium pay shall be included in paid days off (other than short-term disability) and compensatory time off based on the employee's specific shift assignment.

12.6 For entry level police officers, step increases granted by the Employer will be made effective on the adjusted service date of the employee's successful completion of basic academy training and annually thereafter.

For lateral entry police officers step increases granted by the Employer will be made effective on the adjusted service date of the employee's hire.

For employees promoted to the position of corporal or sergeant, step increases granted by the Employer will be made effective on the adjusted service date of the employee's promotion.

12.7 Any increase in wages shall be calculated at the top step of the salary range. The steps of each salary range will be determined by calculating backwards from the top step to establish a 5% differential between each step of the salary range. All salaries shall be rounded to the nearest whole number.

12.8 Sworn officers who are assigned as a Field Training Officer (FTO) to train entry level, lateral entry or Reserve police officers will be compensated an additional ~~5%~~ten percent (10%) of base pay for each hour directly supervising a student officer.

12.9 An employee promoted to the rank of Sergeant shall be placed on the salary schedule as outlined below:

From Officer to Sergeant - Step 5

From Corporal to Sergeant - Step 6

12.10 Out of Class Pay

Out of class pay is intended to compensate employees for temporarily taking on responsibilities and/or performing the full range of activities of a higher-level classification, without significant supervision. An employee will be paid either five percent (5%) above ~~his/her~~the employee's current rate of pay, not to exceed the top of the range of the assignment, or the entry rate of the out-of-class assignment, whichever is higher, when a manager assigns duties and responsibilities that are typical of a higher classification for a period of at least eighty (80) hours. The pay shall be retroactive to the first hour of the assignment. For employees in FLSA exempt positions, the five percent (5%) will be added to pay and for FLSA non-exempt positions the five percent (5%) will apply only to hours worked. Out-of-class situations will be reviewed for reassignment of work or reclassification at six (6) month intervals.

12.11 Retention Pay

Years of service	Percentage of base pay
~~Beginning of~~ 7~~+~~ to 10 years of service ~~years to completion of 9 years~~	2%
~~Beginning of~~ 10~~+ to 15~~ years of service ~~to completion of 14 years~~	4%
~~Beginning of~~ 15~~+ to 20~~ years of service ~~to completion of 19 years~~	6%
~~Beginning of~~ 20~~+ to 25~~ years ~~and more~~	8%
25+ years of service	10%

13. Overtime Pay

13.1 In the event the need for overtime should arise in the police department, the employee working overtime shall be paid at one and one-half (11/2) times ~~his or her~~the employee's regular rate of pay as defined in Section 12.4 of this Agreement.

13.2 Overtime pay will start any time an employee is required to work beyond the end of ~~his or her~~the employee's shift and will be paid to the nearest quarter hour.

13.3 The established work week for officers is outlined in Section 11.1.

13.4 Work on Days of Rest

A. Except as provided in 13.4B, any employee working on his or her first day of rest, or his or her first and second days of rest in the

case of employees who have three consecutive days of rest, shall be compensated at one and one-half (1 1/2) his or her regular rate of pay; provided such work must be scheduled before 11:00 p.m. the day before the proposed work or before the end of the last shift worked before the proposed work, whichever is later. Any employee required to work on his or her last day of rest shall be compensated at double his or her regular rate of pay.

B. For Patrol officers working the 5/4 - 5/4 - 5/5 schedule:

Any employee required to work on his or her first or last day of rest shall be compensated at one and one-half (1 ½) his or her regular rate of pay.

Any employee required to work on his or her second or third day of rest, or his or her second, third or fourth day of rest in the case of employees with five consecutive days of rest, shall be compensated at double his or her regular rate of pay.

C. With the Employer's approval, employees may volunteer to work on days of rest that would require compensation at double the regular rate of pay per 13.4A and 13.4B. By so volunteering, employees shall be compensated at one and one- half (1 ½) the regular rate of pay.

13.5 Compensatory Time

Employees may accrue compensatory time off in lieu of overtime compensation. Compensatory time off shall be accumulated at the same rate as overtime compensation would have otherwise been paid (i.e., time and one-half generally, except for work on the employee's second day of rest, or third day of rest for employees with three consecutive days of rest). Employees may not accumulate compensatory time off in excess of ninety (90) hours. Employees will be allowed to use accrued compensatory time off subject to the restrictions for such use established under the Fair Labor Standards Act.

The provisions regarding scheduling compensatory time off are included in Section 11.8.

13.6 Callback Pay

Callback pay shall be paid at the rate of double the regular rate of pay and only under the following circumstances:

A. On a day already worked or to be worked: If the employee has completed ~~his or her~~the employee's regular shift and is required to

work other than an extension at the beginning or end of ~~his or her~~the employee's shift. Shift extensions are defined as follows and will be compensated as defined in 13.1:

(1) Beginning of shift - If scheduled eight (8) or more hours before the start of the proposed work, and starting time is within three (3) hours of normal shift starting time;

(2) On the way to work - if conducting official department business with supervisory approval within one-half (1/2) hour or less before normal shift starting time;

(3) End of shift - If notification is made one-half (1/2) hour or less after normal shift ending time.

B. On ~~days of rest~~all other days: If not scheduled eight (8) or more hours before the proposed work.

C. Callback pay shall be paid at the rate of double the regular rate of pay for a minimum of three (3) hours when required to physically respond to work, during which time the Employer may provide and require work of the employee called back. The three (3) hour callback pay begins at the time of the call, text, or email originating the physical callback.

D. ~~Callback shall mean actually physically called back to work.~~ Employees who ~~are~~ receive a call, text, or email for a substantive, work-related issue, but do not physically respond to work as a result, will be compensated for the cumulative minute-by-minute basis for all calls/texts/emails between shifts at the rate of double the regular rate of pay ~~overtime rate~~ rounded up to the nearest quarter hour, for a minimum of one hour (1 hour). The foregoing shall not apply to de minimis calls/texts/emails, lasting less than five (5) cumulative minutes, calls/texts/emails for emergency call back, or calls/texts/emails for overtime availability. If an employee receives off-duty calls/texts/emails and is then subsequently physically called back to work as a result of such calls/texts/emails, the employee shall receive compensation under Section 13.6.C beginning from the first calls/texts/email, but not additional compensation under this Section 13.6.D.

~~E.~~

13.7 Standby Time

Whenever, in the opinion of the Employer and at the express direction of the Employer, it becomes necessary due to an emergency situation that members of the Guild are placed on standby while off duty, the following

will apply:

A. Those employees who are scheduled to work or who have completed a scheduled work day shall be placed on standby first.

Those employees who are on scheduled days off shall be placed on standby next, if required.

Those employees who are on vacation days off shall be placed on standby next, if required.

B. Any employee called from standby to duty shall be paid under the provisions of Sections 13.1 - 13.34 above.

C. Any employee on standby shall be paid ($5.00)~~$2.50~~ per hour for such standby.

D. Movements of employees on standby pay status are normally not unreasonably restricted, provided they can be reached by telephone or other communications device and be able to respond to a call within one hour of being so notified. In the event that employees are restricted to a specific location, such time will be considered hours worked and is subject to the provisions of Sections 13.1 - 13.6 and 13.8 of this Article, as they may apply.

13.8 Court Appearances

A. Except as provided in Section 13.8.B, court appearances scheduled on an employee's first day of rest, or first and second day of rest for those employees who have three consecutive days of rest, will be paid at one and one-half his or her regular rate of pay for a minimum payment of three hours. Court appearances on the last day of rest will be paid at double the regular rate of pay for a minimum payment of three hours.

B. For Patrol officers working the 5/4 - 5/4 - 5/5 schedule:

Court appearances scheduled on an employee's first or last day of rest will be paid at one and one-half the regular rate of pay for a minimum payment of three hours.

Court appearances scheduled on an employee's second or third day of rest, or his or her second, third or fourth day of rest in the case of employees with five consecutive days of rest, will be paid at double time his or her regular rate of pay for a minimum payment of three hours.

C. Court appearances during off-duty hours of a scheduled day of work shall be compensated at the rate of one and one-half the regular rate of pay for a minimum payment of three hours.

14. Paid Days Off

14.1 Each employee shall be granted paid days off to be used during the year for vacation, illness, holidays, or personal business time off. Bereavement leave and military leave shall be separate and as specified in Sections 15.2 and 15.3 below. Paid days off are accrued in accordance with the following schedule.

PAID DAYS OFF (PDO) ACCRUAL SCHEDULE

During Years of Service	Monthly Accrual Rate for 5-4/5-4/5-5 Schedule (Hours)	Monthly Accrual Rate for Other Schedules (Hours)	Maximum Accrual (Hours)
0 to 1	11.79	14.00	336
1+ to 5	17.29	19.50	468
5+ to 8	18.29	20.50	492
8+ to 12	19.29	21.50	516
12+ to 15	20.29	22.50	540
15+ to 20	23.29	25.50	612
20+	25.29	27.50	660

14.2 Monthly accrual rates for employees working a 5-4/5-4/5-5 schedule shall be 2.21 hours per month less than the rates for those working other schedules, as set forth in 14.1 above. Maximum accruals shall be as set forth in Section 14.1 above.

14.3 Employees may begin using accrued PDO hours as soon as they become available in their bank. PDO hours accrued in a pay period cannot be used in the same pay period in which they are earned, i.e., PDO hours accrued in the 1st through the 15th pay period cannot be used until the 16th through the end of the month pay period and so forth.

14.4 An employee may request a cash out for accumulated PDO hours in lieu of taking time off work by submitting a Request for PDO Cash Out form to Human Resources by November 30.

a. The specific number of hours to be cashed-out must be requested by the employee in the tax year before the PDO is earned/accrued.

b. Requests must be received in the tax year preceding the payment, and payment for the approved PDO hours will be included in the employee's December paycheck in the following tax year.

c. The number of hours an employee certifies to cash out cannot exceed the number of hours an employee would accrue in the next calendar year.

d. An employee's remaining PDO balance must be greater than or equal to 160.00 hours after the PDO cash out (pro-rated for part-time employees).

e. Sick leave is not eligible for cash out.

f. The election is irrevocable.

14.5 Upon separation from employment, an employee shall be paid for all earned and accrued paid days off at the employee's rate of pay defined in Article 12.

14.6 Employees must notify the Employer as soon as possible in the case of unforeseen illness or emergency and request appropriate leave. Holidays and personal business time off must be approved by the appropriate supervisor as established by department rules. Normally, at least five working days advance notice of the absence will be required unless mutually agreed upon shorter notice is provided. Vacation scheduling shall be in accordance with established departmental rules and regulations.

14.7 Holidays

The following days are recognized as "legal" holidays for which time off is to be granted as provided for in Article 14 above.

New Year's Day -January 1
Presidents' Day - Third Monday in February
Memorial Day - Last Monday in May
Juneteenth – June 19
Independence Day - July 4
Labor Day- First Monday in September
Thanksgiving Day - Fourth Thursday in November
Native American Heritage Day - Day immediately following Thanksgiving Day
Christmas Day - December 25
One additional holiday employee's choice *

* This additional holiday has been included in the paid days off accrual described under Section 14.1 above.

14.8 In Lieu of Holiday Overtime Pay

Recognizing that paid days off concept eliminates the obligation of the Employer to pay overtime for holidays worked, 2.7% of regular rates for classifications as set forth above shall be paid as compensation for and in lieu of said pay for holiday overtime.

15. Other Leave Benefits

15.1 Leave Without Pay

All leave without pay will be handled in compliance with the City's Leave of Absence Without Pay policy.

15.2 Bereavement Leave

A maximum of five working days bereavement leave shall be allowed when there is a death in an employee's immediate family. “Immediate family” is defined as spouse, domestic partner, child, mother, father, brother, sister or step family, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandchild, and grandparent, grandchild of the spouse or member of the employee’s immediate household. (It is understood that this policy extends to similar members of a domestic partner’s family as detailed above.)

Bereavement leave in excess of five working days may be charged to paid days off with the approval of the chief. In addition, the use of a maximum of five (5) PDO's shall be allowed for bereavement of family members outside the immediate family.

15.3 Military Leave

The Employer abides by the provisions of the laws of the state of Washington, RCW 38.40.060, which stipulates that employees who are members of the National Guard or Federal Reserve military units are entitled to be absent from their duties for a period of up to twenty-one days with pay during each October 1 - September 30 year while engaged in the performance of ordered military duty and while going to or from such duty.

15.4 Family and Medical Leave

Family and medical leave shall be granted pursuant to the requirements of the Family and Medical Leave Act of 1993 and City of Vancouver policies.

15.5 Washington Paid Family Medical Leave (PFML)

Guild members will pay the employee portion of the premium and the City will pay the employer portion of the premium as established by State law. PFML runs concurrently with FMLA.

16. Sick Leave

16.1 Short-Term Disability

Employees shall accrue 10 hours per month in a short-term disability leave account, to a maximum accumulation of 1,024 hours. Use of this leave is available for illness or injury as soon as it becomes available in the employee's bank. Short-term disability leave accrued in a pay period cannot be used in the same period in which it is earned, i.e., short-term disability leave accrued in the 1st through the 15th pay period cannot be used until the 16th through the end of the month pay period and so forth.

16.2 LEOFF -II Time Loss Guarantee

A. Duty-Related Injury Leave

(1) In lieu of the statutory supplement described in RCW 41.04.500 et seq., the City will supplement the time loss payments received by employees who have suffered on-the-job injuries as follows:

a) The City will provide its supplement by paying the employee's base pay during the period the employee is receiving benefits under RCW, Title 51, up to a maximum of six (6) months.

b) The six (6) month period that the City provides the LEOFF Supplement shall begin on the first day the employees receive the LEOFF Supplement, which may or may not coincide with the payment of time loss.

c) The three-day waiting period is defined as the first three days after an employee's date of injury, not including the date of injury.

(i) If an employee sees a medical provider during the statutory three-day waiting period after the date of injury, is determined to not be able to work as a result of their injury, and would not ordinarily be entitled to time loss during this period under L&I guidelines and/or RCW Title 51, then the employee will receive the LEOFF Supplement for hours

missed on their date of injury and the three-day waiting period at their normal base rate.

(ii) If time loss is paid pursuant to L&I guidelines and/or RCW Title 51 for the three-day waiting period after the date of injury, then the employee will receive the combination of time loss and the LEOFF Supplement for those days. The LEO-FF Supplement will be paid for hours missed on the date of injury.

(iii) If an employee does not seek medical treatment until after the three-day waiting period, then any time missed from work on the date of injury and those first three days will be coded using their accrued sick leave.

d) Employees receiving City's time loss supplement must, within ten (10) business days of receipt, ~~sign over to~~notify the City with a copy of all time loss payment checks provided by the City's insurance administrator and/or the State L&I. Employee will keep the check and have the same amount deducted from the time loss supplement.

~~d)~~e) Should the 6- months LEOFF supplement period end mid pay period, the employee will keep the entire time loss payment check and the City will deduct the final LEOFF supplement period time loss check amount from the employee's city payroll.

(2) After this first six (6) month period, employees may supplement time loss payments, up to their normal monthly base pay, from their ~~employee's~~ available leave accruals.

(3) Employee benefits including health insurance premium contribution, STD and PDO accruals, and applicable pre-injury premiums (excluding those premiums paid on an hourly basis) will continue for the duration of the employee's employment.

B. Work-related disability shall be defined as:

(1) That which is eligible for payment of benefit under the state's workers' compensation program excluding any disability which occurs during, and as a result of

participating in, the basic police academy training program.

(2) That which is incurred while off-duty, in response to a situation where such response is in accordance with departmental policy.

C. Employees disabled may be required to perform light duty work as assigned by the Employer as provided under the workers' compensation statute.

D. The parties expressly agree that the benefits provided by this article exceed the benefits provided under RCW 41.04.500 et seq.

In the event the Washington State legislature modifies the provisions of the LEOFF Act for LEOFF-II employees, this section shall be reopened for negotiations upon the request of either party.

16.3 Upon confirmation by the City that an illness or injury has rendered a Guild member unable, with or without reasonable accommodation, to perform one or more of the physical requirements of the job of police officer (e.g., bending, lifting, running) and medical documentation indicates that such limitation will continue for a reasonable duration, the Vancouver Police Department will identify appropriate light-duty work to assign such officer. The Parties recognize that generally such light-duty assignments will not exceed one (1) year and that this contractual provision is separate and distinct from any legal rights that Guild member may have under state and/or federal law.

~~16.3~~16.4 **Sick Leave Pay Out Upon Death** If the employee dies while employed with the City of Vancouver, the City will pay the beneficiary an amount equal to one hundred percent (100%) of the value of the employee's existing sick leave accrual balance up ot a maximum of one thousand twenty-four (1024) hours.

16.5 Sick Leave Sell Back Upon Retirement. An employee separated from service due to retirement for disability or length of service retirement shall have their sick leave cashed out and deposited into the employee's HRA/VEBA account, with no employee election to receive the amount in cash, according to the following tiers:

- At the rate of twenty-five percent (25%) for hours 1 through 400;
- At the rate of thirty-five percent (35%) for hours 401 through 800; and
- At the rate of forty-five percent (45%) for the hours of 801 through 1,024.

For example: an employee with 900 hours of sick leave at retirement would receive an amount deposited into the employee's HRA/VEBA account, consisting of a 25% cash out of 400 hours (100 hours), plus a 35% cash out of 400 hours (140), plus a 45% cash out of ~~223~~100 hours (~~100~~45 hours), for a total of ~~340~~285 sick leave hours.

17. Employee Insurance

17.1 Each employee shall receive a term life insurance policy in the amount of one times their annual salary, rounded to the nearest thousand dollars, not to exceed $100,000, double indemnity, which premium will be paid by the employer. Employees may, at their option, purchase additional life insurance through the Employer's carrier.

17.2 Each employee with dependents will pay 10% of the actual medical insurance premium cost for the employee's dependents per month on a pre-tax basis.

17.3 In negotiation of the January 1, 2000 - December 31, 2002 agreement, the parties agreed to eliminate City paid long term disability insurance coverage in exchange for enhanced dental benefits.

17.4 Employees and their eligible dependents will have the option of selecting medical coverage from one of the Flexible Benefits Plans, as outlined in Appendix B.

17.5 In addition, all employees will have the option of participating in Flexible Spending Accounts (FSAs) for reimbursable medical costs, dependent care costs, or premium sharing costs.

17.6 The Employer has the right to select insurance carrier(s), provided, however, that at least two medical plans will be offered and that the aggregate schedule of benefits currently enjoyed will not be substantially changed.

17.7 The Employer shall provide liability insurance (or self-insurance) for Guild employees. Such insurance shall defend and indemnify employees against allegations arising from all acts or omissions occurring within the scope of the duties and responsibilities of the employee's employment. Such insurance or self-insurance shall also cover all costs, including attorney's fees, connected with proposed or threatened suits and negotiated settlements, provided that the city need not indemnify or defend the employee for any act found by the department to be dishonest, fraudulent, criminal or malicious, or for any suit brought against the employee by or on behalf of the city.

18. Medical Examinations

18.1 The Employer has the right to require periodic medical examinations (physical and psychological) of all employees covered by this agreement provided the examination is job related and consistent with business necessity. The Employer also has the right to require certification from a physician that an employee is physically and mentally able to return to work following a period of disability leave.

19. Retirement Plans and Deferred Compensation

19.1 All employees shall participate in the State of Washington Law Enforcement Officers and Fire Fighters Pension System.

19.2 Employees may participate, at their option and cost, in the deferred compensation programs identified by the City (with at least two programs offered). In the event of a change, the City agrees to bargain the impacts of the selected programs prior to implementation of the change. ~~provided by either the Mission Square and/or the Washington State DRS Deferred Compensation Program. Effective January 1, 2024, the City will eliminate the VOYA deferred compensation plan and move participants to Mission Square.~~

19.3 ~~Effective January 1, 1996, the City will match, up to a maximum of one percent (1.0%) of the employee's base salary, an employee's contribution to the deferred compensation program(s) offered by the City, such contributions subject to IRS limitations.~~ Effective January 1, 2026~~4~~, the City will match, up to a maximum of ~~two and one-half percent (2.5%)~~ three and one half percent (3.5%) of the employee's base salary, an employee's contribution to the deferred compensation program(s) offered by the City, with such contributions subject to IRS limitations. ~~Effective January 1, 2024, the City will eliminate the Appendix B $35 FSA/deferred comp payment.~~

19.4 HRA/VEBA. The City will administer a qualified HRA/VEBA account for each employee. In the event of a change, the City agrees to bargain the impacts of the selected VEBA program prior to implementation of the change. ~~The Guild will select the HRA/VEBA vendor.~~ Effective January 1, 2026, the City will deposit an amount equivalent to a three quarters percent (0.75%) of the employee's base salary per month to each employee's HRA/VEBA account. Effective January 1, 2027, the City will deposit an amount equivalent to an additional one-quarter percent (0.25%) for a total of one percent (1.0 %) of the employee's base salary per month to each employee's HRA/VEBA account. Effective January 1, 2028, the City will deposit an additional amount equivalent to one-~~quarter~~half percent (0.5%) for a total of one and ~~three-quarters~~one half percent (1.5 ~~75~~%) of the employee's base salary per month to each employee's HRA/VEBA account. The employee's HRA/VEBA account is owned by the employee,

portable after separation, and usable both while actively employed and in retirement.

20. Training and Tuition Assistance

20.1 Training shall be scheduled by the Employer when such training is mandatory, and if the total training hours or total training and work hours for a particular day exceed the normally scheduled work day, with the exception of Basic Training Academy, then overtime provisions shall apply. If the training is voluntary on the part of the employee, then overtime shall not apply. In the case of Basic Training Academy, hours worked include only that time spent in actual class instruction. Study time and other personal time are not within the definition of hours worked.

20.2 Requests for tuition assistance to attend specialized individual training or academic training shall be processed in accordance with City policy.

21. Clothing Allowance

21.1 The Employer shall purchase and replace such clothing, uniforms, and other equipment as designated by the chief of police and shall make all necessary uniform replacements as the need arises. Members assigned to plain clothes duty shall be paid an annual allowance of $550 as authorized by the chief of police and as approved by the city manager. The plain clothes allowance shall be paid within one (1) month of assignment on a pro-rated basis for the remainder of the calendar year and paid annually thereafter the first pay period of February.

21.2 Employees agree to maintain all clothing and equipment in good condition and not subject it to abuse beyond the regular call of duty. The Employer shall provide for each employee a standard service sidearm and two (2) standard sets of handcuffs which the employee will maintain and return to the Employer upon the termination of service. The Employer shall determine the standard service sidearm and handcuffs to be provided. If the employee chooses to carry other than the issued sidearm, the employee will return the issued sidearm when authorized to carry an alternative sidearm.

21.3 The city will replace or repair eye glasses and/or authorized personal items damaged or destroyed beyond normal wear and tear while on duty. Personal items will be authorized for purposes of this section if (1) the employee has notified the division commander in writing that he/she intends to carry the item on duty; and (2) the division commander has given authorization to carry the item. The Employer shall act upon the matter within twenty-one (21) calendar days from the date the personal item was brought to the division commander's attention. The employee shall assist the Employer in securing restitution or indemnification through

the courts by the Employer. It is not the intent of this article to compensate for an employee's negligence and/or carelessness.

22. Mileage Allowance

22.1 All employees required by the Employer to use their private cars for official police department business, as directed by the Employer, shall be compensated at the mileage rate established by the Internal Revenue Service. Maximum use shall be made by the Employer of employer-owned vehicles in order to avoid use of employees' cars. Compensation shall not be made for employees traveling from home to work and return.

23. Annexation

23.1 It is understood and agreed that in the event of an annexation to the City of Vancouver requiring a transition period to City public safety services, the City may, at its discretion, subcontract police services in the annexed area to the Clark County Sheriff's Office for a reasonable transition period in order to permit the orderly and safe transition of police services to the annexed area. No layoffs of bargaining unit personnel shall occur during the term of this Agreement as a result of any actions under this Article.

23.2 It is further agreed that should the City hire law enforcement officers laid off from another jurisdiction, which is enveloped in the annexation, such law enforcement officers shall have their length of service in the other jurisdiction applied toward their seniority with the City for lay off purposes, provided they are laid off by inverse seniority as contemplated by RCW 35.13.360-400 (1993 c 189 sections 2-6).

24. Substance Abuse Policy

24.1 In order to protect the health and safety of employees, co-workers and the public, the City and the Guild agree that the City may implement its Substance Abuse Policy. If, during the term of this Agreement, the City adopts a different Substance Abuse Policy for other City employees, the Guild may, at its option, reopen this Article of the Agreement for the purpose of modifying the Substance Abuse Policy incorporated by this Article.

24.2 The City agrees to indemnify, defend and hold the Guild harmless from any liability arising from the implementation of the Substance Abuse Policy, including testing and discipline under that policy. The Guild agrees to indemnify, defend, and hold the City harmless from any liability arising from the Guild's actions in advising and counseling its members about testing and discipline under that policy.

24.3 This article does not waive any constitutional or other rights employees may have under state or federal law.

25. Violence Prevention in the Workplace

The Employer and the Guild agree that the City's Violence Prevention in the Workplace policy will be applied to Guild members. However, to invoke the search provisions of the policy, the City must first relieve the officer of duty because of reasonable suspicion of acts of violence as defined in the policy.

26. Educational Incentives

26.1 General Eligibility

Current active employees holding the rank of police officer, corporal, or sergeant may participate, if eligible, in the incentive program as described in the following sections of this Article. Benefits payable under the incentive program cease when an employee terminates, retires, or is on an extended leave of absence without pay for more than thirty (30) consecutive calendar days. Such benefits shall cease effective on the date of termination or retirement; or, in the case of extended leave of absence without pay, on the thirty-first day of absence. Pay will be reinstituted effective on the first day of the month next following the employee's return to work.

A. To receive the second year award of 2.5% of base pay/month, the employee must:

(1) Have an associate degree from an accredited college or university in an eligible course of study; or

(2) Have completed 92 quarter hours or 54 semester hours and be currently enrolled in a bachelor's degree program at an accredited college or university in an eligible course of study.

To maintain eligibility for a second year award, an employee enrolled in a bachelor's degree program must furnish to the police chief and human resources director a copy of the official grade report at the end of each quarter or semester and must keep them apprised, in writing, of any circumstances which affect eligibility for educational incentive.

If the employer directs the employee to a work or training assignment that requires the employee to temporarily withdraw from school, payments shall continue under the educational incentive program during such assignment, provided the employee must re-enroll in school at the beginning of the quarter following termination of such assignment. If re-

enrollment does not occur, benefits paid beyond the date such assignment ended shall be repaid to the city by the employee.

B. To receive the fourth year award of 5% of base pay/month the employee must:

(1) Have a bachelor's degree from an accredited college or university in an eligible course of study.

(2) It is the employee's responsibility to assure that timely documentation of educational attainment is provided to the Office of the Chief in the form of an official college transcript or degree or both. Payment of incentive awards will begin effective the first day of the payroll period following the date such documentation is provided.

C. Only courses taken through schools accredited by or through the Council for Higher Education Accreditation (CHEA) will be accepted in determining eligibility for educational incentive.

D. The employee's degree must be job-related or contribute to improved performance.

E. Questions arising out of the administration of this program will be resolved by a committee consisting of the police chief and human resources director; however, this will not prevent an employee from seeking redress through the grievance procedure.

27. Performance Evaluations

27.1 Requirements for Evaluation

The performance of each member of the bargaining unit shall be evaluated three (3) months prior to the end of a probationary period following hire or promotion to evaluate progress toward successful completion of the probationary period and as follows:

A. At the end of the probationary period and at the beginning of each annual review period thereafter, supervisors will meet with employees to set development goals for the upcoming year.
B. Supervisors will meet with employees mid-way through the evaluation period to evaluate progress toward the established development goals.
C. Annually, supervisors will meet with employees to evaluate work performance for the previous year and whether established development goals were accomplished.

The established development goals, six (6) month evaluation and twelve (12) month evaluation shall be documented in the approved department format.

27.2 Evaluations shall be conducted by a supervisor who has observed in a supervisory capacity the employee's performance for twelve months. If this is not the case, the evaluator shall note and take into account the period of observation. If the immediate supervisor has less than six months of observation, the predecessor supervisor, if available and if he/she has observed the employee for more than six (6) months, shall make the evaluation. If the predecessor is not available, the commanding officer, in consultation with the immediate supervisor, shall conduct the evaluation. Standards of evaluation shall be made known to the bargaining unit and all evaluators.

Career development goals shall be set by the supervisor performing the evaluation for the previous year in collaboration with the supervisor for the upcoming year and the employee.

27.3 When a supervisor determines that an employee's performance needs improvement in any area, the evaluating supervisor(s) shall state the reason(s) and shall identify specific goals, instruction, training or other means for improving performance in that area.

27.4 After the evaluation is made, the employee shall be given a copy. The rating supervisor and the employee shall meet to discuss the evaluation. The employee may respond in writing and the response shall be attached to the evaluation.

28. Grievance Procedure

28.1 For purposes of this Agreement, the term "grievance" means any dispute between the Employer, on the one hand, and the Guild or an employee, on the other, concerning the interpretation, application or alleged violation of any term of this Agreement. For purposes of this Article, the term "employee" shall include both members of the bargaining unit and the Guild. The parties agree to make every effort to settle grievances at the earliest step possible.

28.2 Procedure

Grievances shall be processed in accordance with the following procedure:

Grievances shall be presented by the employee to ~~his or her~~the

employee's first level supervisor outside of the bargaining unit within twenty-one (21) days of the date of the alleged violation of the Agreement.

The written grievance shall include the following information:

(1) A description of the grievance and how the employee(s) was/were adversely affected.

(2) A statement of the section(s) of the Agreement allegedly violated and the nature of the violation.

(3) The date of the incident(s) grieved.

(4) A description of the remedy sought by the employee(s).

(5) Identity of the employees affected.

(6) Specification of whether the grievance procedure should begin at step 1 or step 2.

a. For a grievance that involves discipline imposed by the Chief, the grievance may be initiated at Step 1 or Step 3.
b. For any other grievance, the grievance may be initiated at Step 1 or Step 2.

The written grievance shall be signed by the employee.

Step 1: The parties will use an interest-based problem solving process to resolve the issues identified in the grievance. The process will include all individuals necessary and with authority to reach a resolution. Any resolution of the grievance will be in writing and signed by the parties. If the parties agree that they are unable to resolve the grievance, the parties will outline the areas of disagreement in a memorandum.

The employee may advance the grievance to the next step by delivering the memorandum to the Office of the Chief at any time within twenty-one (21) days of filing the grievance. If the grievance is not resolved in twenty-one (21) days, the grievance will automatically advance to step 2.

Step 2: If the grievance remains unresolved following step 1, the chief of police may meet with the employee and ~~his or her~~the employee's Guild representative. The chief shall make a decision on the grievance, in writing, within 21 days of receipt of the grievance.

Copies of the chief's decision shall be mailed or emailed and delivered to the employee and to the Guild.

If the grievance involves a termination of employment, the employee may advance the grievance to Step 3. For all other grievances, the grievance may be advanced to Step 4.

Step 3: If the grievance remains unresolved after the Chief of Police's decision is rendered in Step 2, the employee may deliver the grievance in writing to the City Manager or his designated representative, with a copy to the Chief within fourteen (14) days after receipt of the decision reached by the Chief in Step 2. They City Manager or his designee may meet with the employee and Guild representative, the Chief of Police, and other directly involved individuals as determined by the City Manager or designee to be appropriate. They City Manager or his designee shall render his decision, in writing, within sixty (60) days of receipt of the grievance. The City Manager or his designee shall mail, email or deliver copies of his decision to the employee, the Guild, and the Chief of Police.

Within the first thirty (30) days of the sixty (60) day period, the parties shall select an arbitrator consistent with Article 28.3 and schedule the arbitration hearing.

Step 4: If the grievance remains unresolved after the decision is rendered in Step 2 or Step 3, as applicable, the Guild shall decide whether the final step in the grievance procedure will be arbitration or civil service appeal. The Guild will provide the City with a written notice electing a final step within fourteen (14) days after the mailing, emailing or hand delivery of the decision.

28.3 If the grievance is submitted to arbitration by the Guild, the following arbitrator selection procedures shall apply.

For non-disciplinary grievances, the parties shall attempt to mutually agree on a disinterested third party to serve as arbitrator. In the event the Employer and the Guild are unable to agree on an arbitrator, the arbitrator shall be selected by the process of elimination from a panel of seven (7) arbitrators furnished by the Public Employment Relations Commission (PERC) or the Federal Mediation and Conciliation Service (FMCS). The request to PERC or FMCS shall state the general nature of the issues raised by the grievance and ask that the nominees be qualified. The parties shall promptly strike from the list received. The first strike shall be determined by the toss of a coin. The decision whether to use PERC or FMCS will be by mutual agreement or determined by a toss of a coin.

For disciplinary grievances, the guild shall apply to PERC for an arbitrator assignment under PERC's arbitrator assignment process for law enforcement personnel disciplinary grievances established under RCW 41.58.070

28.4 The arbitrator shall consider and decide only the specific issue(s) submitted by the Employer and/or the Guild at the hearing, and shall have no authority to make a decision on any other issue not so submitted. The

arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the Agreement and shall not have jurisdiction to add to, detract from or alter in any way the provisions of this Agreement. A decision within the jurisdiction of the arbitrator shall be final and binding upon all parties. The expenses and fees incumbent to the services of the arbitrator shall be paid by the losing party. Each party shall be responsible for compensating its own representatives and witnesses. Either party may cause a verbatim recording of the hearing to be made, provided it pays the cost of the record. If the other party desires a copy, the cost of the recording and preparation of a transcript shall be shared equally.

28.5 A grievance that involves or affects a significant number of the employees in the bargaining unit may be introduced by the Guild in written form to the Chief of Police under step 2 of the grievance procedure.

28.6 Provided the Guild has given the City Manager notice that it intends to file a grievance not more than 129 days after the officer was placed on administrative leave and meet with the City Manager upon request, the Guild may grieve the placement of an officer on administrative leave for more than 150 days. Such grievance will be heard on an expedited basis by Arbitrator [parties to agree on 3-5 arbitrators to list as this panel]. The Arbitrator with the earliest available hearing date will conduct the arbitration. The Arbitrator will be requested to issue an expedited, summary award. The Arbitrator's fees and expenses will be borne by the City if the officer is removed from administrative leave and by the Guild if the Arbitrator continues the administrative leave.

28.7 If a grievance is not advanced in accordance with the time limits set forth above, the grievance shall be considered waived or granted, unless the parties mutually agree to extend the time limits for a given step. For the purpose of this Article 28, “days means calendar days.

28.8 Discipline Review Board

A Discipline Review Board will review all investigations that result in termination of employment. The review will be requested and performed at any time following receipt of a grievance and before a decision is reached by the City Manager or his designee. The Discipline Review Board, its review of any internal affairs investigation, and its recommendations will not be offered as evidenced in any grievance arbitration between the parties. Should either party offer such evidence, the arbitration hearing will be suspended and a new arbitrator selected to hear the grievance. The party making the offer will bear any additional arbitration fees and costs incurred.

29. Employee Discipline/Termination

29.1 No employee shall be disciplined except for just cause. The Employer may take disciplinary action by written reprimand, suspension, demotion, or discharge.

29.2 Employees shall be given an opportunity to review and comment upon all disciplinary letters or performance evaluations that are placed in their personnel files. Employees shall be requested to sign the disciplinary letter. Signature thereon shall not be construed as an admission of guilt or concurrence with the disciplinary action, but rather as an indication that the employee has seen and comprehends the nature of the disciplinary action. Copies of all disciplinary letters shall be given to the employee at the time the discipline is imposed. Notice of such disciplinary action shall be given to the Guild at the same time.

29.3 An employee suspended without pay may request to forfeit accrued paid days off on a day-for-day basis, in lieu of the suspension.

29.4 Disciplinary investigations shall be conducted in accordance with the department's IA program. Any changes in the IA program shall be developed jointly between the chief of police and the Guild's executive board.

30. Smoke-Free Work Environment

30.1 Policy

The City seeks to promote a safe, healthy and pleasant work environment for all employees. In response to increasing evidence from medical studies showing that tobacco smoke creates a health hazard for persons exposed to the smoke, all city facilities, including city-owned buildings, vehicles, individual employee offices, and offices or other facilities rented or leased by the city will be smoke free.

The City and the Guild have also agreed to a Vancouver Police Department policy establishing guidelines for the use of smokeless tobacco.

30.2 Procedure

A. "No Smoking" signs will be posted at all city locations and all city employees will participate in creating a smoke-free environment. Ash receptacles will be placed in convenient locations for those employees who wish to step outside a building to smoke.

B. The city will offer assistance and support to employees who wish to quit smoking or using smokeless tobacco by providing periodic stop smoking/using smokeless tobacco classes sponsored by the city's wellness program.

C. Visitors to any of the city's facilities will be requested to comply with the city's efforts to maintain a smoke-free environment.

31. Use of City's Electronic Mail System

The Vancouver Police Officers Guild may use the City's electronic mail system to notify its members of Guild meetings.

A. The number of notifications will be minimal, e.g., less than 10 per year.

B. The actual message will be short, including notification of the date, time and place of the meeting; and an agenda for the meeting.

C. Only Guild Executive Board members will have authority to send the e-mail messages.

D. The e-mail messages will be notifications only, with no opportunity for reply to the message.

E. Any messages sent over the City's electronic mail system are subject to City policies pertaining to its electronic communication system.

The City may terminate the Guild's use of the electronic mail system with 10 days' notice if there is a violation of the terms outlined in this article, if the e-mail messages sent by the Guild create a problem for the computer system, or if the City is required to permit other businesses or non-profit groups to use its electronic mail system because of the Guild's use of the system.

32. Police Officer Bill of Rights

32.1 The City of Vancouver and the Vancouver Police Officer's Guild recognize the importance of a cooperative effort to ensure fairness to employees without unduly limiting the rights of management.

32.2 The Vancouver Police Officer's Guild believes that effective law enforcement depends upon the maintenance of stable employer-employee relations between police officers and their employers. In order to assure that stable relations are continued throughout the city and to further assure that effective services are provided to all residents of the city it is necessary that this document be applicable to, and strictly adhered to by all concerned parties.

32.3 Except as otherwise provided by law, or whenever on duty or in uniform,

no police officer shall be prohibited from engaging, or be coerced or required to engage in political activity.

32.4 For the purpose of this Article, disciplinary actions means written reprimand, suspension, demotion or discharge as specified in Section 29.1 of this Agreement.

32.5 Transfer to Another Job Position - An employee may be temporarily removed from ~~his or her~~the employee's job position or specialty assignment during the investigation and placed in another established position or a position created for the employee within VPD. This action is not disciplinary and will not result in a reduction or loss of wages. This may include directing a uniformed employee to work in civilian clothing. The employee must be returned to his/her job position or specialty assignment if the allegations are found not sustained, exonerated or unfounded unless the City has reasonable grounds not to return the employee to the position or assignment.

32.6 It is recognized that the use of deadly force is a traumatic experience. During investigations regarding deadly force, officers shall provide sufficient information so as not to hinder the investigation or obstruct the securing of the scene or apprehension of suspects. However, any written statement or detailed oral statement shall be obtained after the subject officer is advised of his/her rights and allowed to consult with a Guild representative or attorney. Such consultation shall not unduly delay the giving of the statement.

32.7 Interviews

When any police officer is questioned pursuant to VPD Internal Affairs Investigations Policy the interview shall be conducted under the following conditions. Provided that this section shall not apply to situations such as any interview of a police officer in the normal course of duty, counseling, instruction, or informal verbal admonishment by or other routine or unplanned contact with a supervisor or any other police officer, nor shall this section apply to an investigation concerned solely and directly with alleged criminal activities.

A. The interview will be conducted at a reasonable hour, preferably at a time when the police officer is on duty, unless the seriousness of the investigation requires otherwise or there is a mutual agreement to conduct the interview during off duty time. If the interview does occur during off-duty time, the police officer shall be compensated for any off-duty time in accordance with this Agreement.

B. Employees shall be given at least 24 hours' notice of scheduled interview times unless this delay in conducting the interview would

jeopardize the successful completion of the investigation. The notice will advise the employee whether he is being interviewed as a witness to or subject of the investigation.

C. The officer under investigation shall be informed of the nature of the investigation prior to any interview and given information necessary to reasonably apprise the officer of the specific allegations, conduct or incident under investigation.

D. At the start of the interview the officer shall be informed of the rank, name and command of the officer in charge of the interview, the officers conducting the interview, and all other persons to be present during the interview. All questions directed to the officer shall be asked by and through no more than two interrogators at one time.

E. The length of the interview shall be for a reasonable period of time taking into consideration the gravity and complexity of the issue being investigated. The officer shall be allowed to take reasonable breaks during the interview process.

F. The officer shall not be subjected to offensive language or threatened with punitive action except that an officer refusing to respond to questions or submit to questioning shall be informed that failure to truthfully and fully answer questions that are specifically and directly related to the allegations, conduct, incident, their duties, or their fitness for duty may result in disciplinary action.

G. No promise of reward shall be made as an inducement to answer any question.

H. No statement made during an interview by an officer under unlawful duress, coercion or threat of punitive action shall be admissible in any subsequent proceeding between the City and the Guild. No such statement shall be admissible or discoverable in any other civil proceeding except as required by law.

32.8 Guild Representation

A Officers have a right to have a Guild representative, who may be a Guild attorney, present during the interview. Officers who reasonably believe that an interview might result in discipline have a right to union representation by a Guild member or Guild attorney. The City will provide the Guild with a copy of the notice of investigation given any officer when the notice is given the officer.

B. Officers who are witnesses in an Internal Affairs investigation may also have a Guild representative (Guild member or Guild attorney). The representative may assist and counsel the employee and reasonably assure that the employees' rights are protected, including making brief, non-argumentative objections to questions asked. The representative will not disrupt the interview or prevent the investigator from obtaining the employee's truthful testimony. If the representative wants to make an extended argument or some other statement, he will wait until the end of the interview to do so.

C. *City Opens* 9/3/2025 – The representative shall not be a person subject to the investigation or a witness in the investigation. The representative, if not a~~n~~ Guild attorney, shall not be required to disclose, nor be subject to any punitive action for refusing to disclose, any information received from the officer under investigation for non-criminal matters.

32.9 The complete interview of a police officer may, consistent with applicable laws, be recorded by an audio taping device. If a tape recording is made of the interview, the police officer shall have access to the tape if any further proceedings are contemplated or prior to any further questioning at a subsequent time. If any transcription of the interview is made, the officer shall, upon request, be provided a copy without cost. The police officer being questioned shall have the right to bring a tape recording device and record any and all aspects of the interview.

32.10 No police officer shall be compelled to submit to a polygraph examination or voice stress analyzer against ~~his or her~~the employee's will. No disciplinary action or other recrimination shall be taken against an officer refusing to submit to such examination, nor shall any comment be entered anywhere in the investigator's notes or anywhere else that the police officer refused to take such examination, nor shall any testimony or evidence be admissible at a subsequent hearing, trial, or proceeding, judicial or administrative, to the effect that the police officer refused to take such examination.

32.11 No police officer shall be required or requested to disclose any item of ~~his or her~~the employee's property, income, assets, source of income, debts or personal or domestic expenditures, nor shall any officer be compelled to provide medical and/or laboratory information to investigators unless such information is obtained or required under this Agreement, state law or proper legal procedure.

32.12 No police officer may be disciplined for alleged misconduct if the City has known of the allegations for more than 12 months provided:

A. That this 12-month limitation period shall apply only if the act,

omission, or other misconduct occurred on or after January 1, 2015. In the event that the City determines that discipline may be taken after January 1, 2015, it shall complete its investigation and notify the officer of its proposed discipline by written notice, except as provided in paragraph (B) below.

B. The City shall not be required to impose the discipline within that one-year period:

(1) If the act, omission, or other allegation of misconduct is also the subject of a criminal investigation or criminal prosecution, the time during which the criminal investigation or criminal prosecution is pending shall toll the one-year time period.

(2) If the police officer waives the one-year time period in writing, the time period shall be tolled for the period of time specified in the written waiver.

(3) If the investigation is a multijurisdictional investigation that requires a reasonable extension for coordination of the involved agencies.

(4) If the investigation involves more than one employee and requires a reasonable extension.

(5) If the investigation involves an employee who is incapacitated or otherwise unavailable.

(6) If the investigation involves a matter in civil litigation where the public safety officer is named as a party defendant, the one-year time period shall be tolled while that civil action is pending.

(7) If the investigation involves a matter in criminal litigation where the complainant is a criminal defendant, the 12 month time period shall be tolled during the period of that defendant's criminal investigation and prosecution.

(8) If the investigation involves an allegation of workers' compensation fraud on the part of the police officer.

(9) a) Where a predisciplinary grievance procedure is required or utilized, the time for this response or procedure shall not be governed or limited by this Section.

b) If, after investigation and any grievance response or procedure, the City decides to impose discipline, the City shall notify the officer in writing of its decision to impose discipline, including the date that the discipline will be imposed, within 30 days of its decision, except if the police officer is unavailable for discipline.

(10) Notwithstanding the 12-month time period specified in this section, an investigation may be reopened against a police officer if both of the following circumstances exist:

a) Significant new evidence has been discovered that is likely to affect the outcome of the investigation.

b) One of the following conditions exist:

i) The evidence could not reasonably have been discovered in the normal course of investigation without resorting to extraordinary measures by the City.

ii) The evidence resulted from the officer's predisciplinary grievance or procedure.

32.13 No police officer may be disciplined solely because that officer's name has been placed on a Brady list or because that officer's name may otherwise be subject to disclosure pursuant to Brady v. Maryland, 373 U.S. 83 (1963) provided that a police officer may be disciplined based on the underlying acts or omissions for which that officer's name was placed on the Brady list or may otherwise be subject to disclosure pursuant to Brady v. Maryland. Further, nothing within this section shall prevent the City from terminating an employee who can no longer perform the essential functions of his/her job.

32.14 City property and systems, including but not limited to, vehicles, computers, telephones, office furniture and lockers, are the sole property of the City. The City reserves the right to search such property and systems when reasonable suspicion exists that a law or city policy has been violated, provided that such searches shall be conducted in compliance with applicable laws.

32.15 The employer shall not cause the officer under investigation to be subjected to visits by the press or news media without ~~his or her~~the employee's express consent nor shall ~~his or her~~the employee's home address or photograph be given to the press or news media without ~~his or her~~the employee's express consent or unless required by law.

32.16 The police officer shall be entitled to review the complete final investigation file as provided in VPD Internal Affairs policy.

32.17 All information regarding the investigation, including the tape and any transcription of the tape shall be subject to the confidentiality provisions of the VPD Internal Affairs Policy.

32.18 If the City refers an allegation to an outside agency for a criminal investigation or to a Vancouver detective for criminal investigation, the officer will be promptly notified of this action unless notification would jeopardize the successful completion of the criminal investigation.

32.19 Nothing in this document shall preclude the Chief of Police from ordering a police officer to cooperate with other agencies involved in criminal or internal affairs investigations of a VPD member or of an employee of another law enforcement agency. If an officer fails to comply with such an order, the Department may officially charge ~~him or her~~the employee with insubordination.

32.20 No police officer shall have documentation of disciplinary action placed in ~~his or her~~the employee's personnel file, or any other file used for any personnel purposes by the City without the police officer having an opportunity to read and sign the document. Except that, the documentation may be placed in a personnel file if the officer refuses to sign it. If an officer refuses to sign, the fact should be noted on the document and signed or initialed by such officer.

The City will retain and may rely on personnel records and PSU files consistent with State law and Vancouver Police Department PSU Policy.

32.21 No police officer shall be subjected to disciplinary action, denied promotion, or subjected to other recrimination because of the lawful exercise of the rights granted under this Agreement, or the exercise of any rights under any existing administrative grievance procedure.

32.22 In the event the Employer offers a police officer the option of resigning in lieu of discipline, the Employer will notify the Guild that the offer has been made and the Employer will allow the police officer up to seven days to consider the option.

32.23 The City shall not deny or refuse any police officer the rights and protections guaranteed to them by this document.

32.24 Disputes concerning the Police Officer Bill of Rights may be resolved according to the grievance procedure specified by this Agreement.

33. Contract Interpretation

33.1 The Employer and the Guild agree that past practices that are mandatory subjects of bargaining and are not specified by this Agreement but known by both the Guild and the Employer shall remain unchanged, unless bargained consistent with RCW 41.56.

33.2 The intention of the parties to this Agreement is that this Agreement and all working agreements shall be consistent with the Personnel Regulations of the Vancouver Municipal Code (Chapter 2.45). Where it is found that the provisions of this Agreement are in conflict with the Personnel Regulations, the Agreement shall be deemed controlling. The language of the Agreement shall be the basis for recommending an amendment to the Regulations.

33.3 If any Article of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such court, the remainder of this Agreement shall not be effected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

34. Termination and Renewal

a. This Agreement is effective January 1, 2026~~3~~, and shall remain in full force and effect through December 31, 2028~~5~~.

b. Pursuant to the provisions of RCW 41.56, the Employer agrees to commence negotiations with the Guild not later than June 1, of the expiration year, provided the Guild notifies the Employer, in writing, no later than May 1, of its intent to reopen the agreement and commence negotiations to modify wages, hours, and other terms and conditions of employment for the employees covered by this Agreement.

VANCOUVER POLICE OFFICERS GUILD
Rates of Pay

Tables to be updated based on Tentative Agreement of the Parties.

Effective January 1, 2026~~3~~ through December 31, 2026~~3~~

Effective January 1, ~~2023~~ 2026 increased seven percent (7%) ~~6%~~.

	RECRUIT	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	Step 1 x .95	*Step 2 x .95*	*Step 3 x .95*	*Step 4 x .95*	*Step 5 x .95*	*Step 6 x .95*	~~*2025*~~ *Step 6 x 1.07*
POLICE OFFICER	7,615 ~~6,679~~	8,016 ~~7,013~~	8,438 ~~7,364~~	8,882 ~~7,732~~	9,349 ~~8,119~~	9,841 ~~8,523~~	10,359 ~~8,951~~
POLICE CORPORAL			9,156 ~~7,991~~	9,638 ~~8,391~~	10,145 ~~8,810~~	10,679 ~~9,251~~	11,242 ~~9,713~~
POLICE SERGEANT			10,348 ~~9,032~~	10,893 ~~9,484~~	11,466 ~~9,959~~	12,070 ~~10,456~~	12,705 ~~10,978~~

Effective January 1, 2027~~4~~ through December 31, 2027~~4~~

Effective January 1, 2027~~4~~ increased three percent (3%) ~~4%~~.

	RECRUIT	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	Step 1 x .95	*Step 2 x .95*	*Step 3 x .95*	*Step 4 x .95*	*Step 5 x .95*	*Step 6 x .95*	~~*2026*~~ *Step 6 x 1.07*
POLICE OFFICER	7,843 ~~6,946~~	8,256 ~~7,294~~	8,691 ~~7,659~~	9,148 ~~8,041~~	9,630 ~~8,444~~	10,136 ~~8,864~~	10,670 ~~9,309~~
POLICE CORPORAL			9,431 ~~8,311~~	9,927 ~~8,727~~	10,450 ~~9,162~~	11,000 ~~9,621~~	11,579 ~~10,102~~
POLICE SERGEANT			10,659 ~~9,394~~	11,220 ~~9,863~~	11,810 ~~10,357~~	12,432 ~~10,874~~	13,086 ~~11,418~~

Effective January 1, 2028~~5~~ through December 31, 2028~~5~~

Effective January 1, 2028~~5~~ increased three percent (3%) ~~4%~~.

	RECRUIT	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	Step 1 x .95	***Step 2 x .95***	***Step 3 x .95***	***Step 4 x .95***	***Step 5 x .95***	***Step 6 x .95***	***~~2027~~ step 6 x 1.07***
POLICE OFFICER	8,079 ~~7,224~~	8,504 ~~7,586~~	8,951 ~~7,965~~	9,422 ~~8,363~~	9,918 ~~8,782~~	10,440 ~~9,219~~	10,990 ~~9,681~~
POLICE CORPORAL			9,714 ~~8,643~~	10,225 ~~9,076~~	10,763 ~~9,528~~	11,330 ~~10,006~~	11,926 ~~10,506~~
POLICE SERGEANT			10,979 ~~9,769~~	11,556 ~~10,258~~	12,165 ~~10,771~~	12,805 ~~11,309~~	13,479 ~~11,874~~

The differential between police officer and corporal is 8.5%. The differential between police officer and sergeant, resulting from the negotiated wage increases above, is ~~20.3% in 2020, 21.5% in 2021, and~~ 22.7% ~~in 2022~~.

APPENDIX B
VANCOUVER POLICE OFFICERS GUILD

FLEXIBLE BENEFITS PLAN

The Guild will move to the 2026 Plan Design and amounts as provided in the attached document.

Employees will be able to choose from the following medical and dental plans.

Medical Option #1 Kaiser Traditional HMO

Medical Option #2 Kaiser High-Deductible HMO ~~CDHP~~

Medical Option #3 Regence Traditional PPO ~~Regence Blue Cross/Blue Shield of Oregon (BCBSO) PPO~~

Medical Option #4 Regence PPO High-Deductible ~~Regence Blue Cross/Blue Shield of Oregon (BCBSO) CDHP~~

Dental Option #1 Delta Dental ~~Washington Dental Service (WDS/Delta Dental of Washington)~~

Dental Option #2 Willamette Dental

Dental Option #3~~2~~ Kaiser Dental HMO

Vision Option # 1 VSP Vision (for Regence Plans)

Vision Option # 2 Included in Kaiser Medical Plans

Employees may choose any combination of medical/dental plans. In

addition, members have an opt-out/cash- back option for eligible employees upon certification of other group coverage.

Two Consumer Driven Health Plans (CDHPs), one through Regence Blue Cross/Blue Shield of Oregon and one through Kaiser are available options. The CDHP plans will include a Health Savings Account (HSA).
~~In 2015, the City will make a contribution to the Employee's HSA of $500 for those with employee-only coverage or $1,000 for those with one or more dependents. The City's contribution to the HSA will be made in January. Also, for the 2015 plan year, any employee who elects coverage under one of the CDHP health plans will receive a cash payment of $1000 for those with employee only coverage or~~
~~$2000 for those with one or more dependents. This amount will be paid directly to the employee and not into the HSA, is taxable, and will be paid in January of 2015. Employees may also contribute pre- tax dollars to their HSA.~~

~~In 2016, t~~The City will make an annual contribution in January to the employee's HSA plan in the amount of one thousand six hundred dollars ($1,600)~~500~~ for employee-only coverage, or three thousand two hundred dollars ($3,200)~~000~~ for those with one or more dependents, in a manner compliant with applicable state and federal laws.

Employees that do not transition to the CDHP plan will maintain the option of participating in Flexible Spending Accounts (FSAs) for reimbursable medical costs and premium sharing costs. All employees will continue to be eligible to participate in an FSA for dependent care costs.

~~Effective January 1, 2023 through December 31, 2023, the employer will pay $35.00 each month into an eligible member's flexible spending account, or deferred compensation account. Employees enrolled in the CDHP plans may direct the $35 to a flexible spending dependent care account or a deferred compensation account. Effective January 1, 2024, the $35 monthly payment will be eliminated pursuant to Article 19.4 of this agreement.~~

Dated this _____ day of _____, 2026~~3~~

For the Employer

_____

~~Eric Holmes~~Lon Pluckhahn, City Manager

_____

~~Lisa Takach~~Antoinette Gasbarre, HR Director

Approved as to form:

_____

~~Jonathan Young~~Nena Cook, City Attorney

Attest:

_____

Anthony Glenn~~Natasha Ramras~~, City Clerk

For the Union

_____

~~Pat Moore~~Jeff Anaya, President

_____

Anil Karia, Attorney for VPOG

By and Between City of Vancouver

and

Vancouver Police Officers Guild

January 1, 2025 - December 31, 2028

VANCOUVER POLICE OFFICERS GUILD AGREEMENT

This agreement, as of the date indicated herein, by and between the City of Vancouver, a municipal corporation of the State of Washington, and hereinafter referred to as the "Employer," and the Vancouver Police Officers Guild, hereinafter referred to as the "Guild," WITNESS that WHEREAS the parties have negotiated the terms and conditions of a collective bargaining agreement, hereinafter referred to as the "Agreement," relating to regular full-time police officers, hereinafter referred to as employees represented by the Guild and described in this Agreement, as to wages, hours, and other terms and conditions of employment of such employees and wish to reduce the agreement to writing, agree hereto as follows:

1. Guild Recognition

1.1 The Employer recognizes the Guild as the exclusive bargaining agent for all police officers, corporals, and sergeants.

1.2 The Employer and the Guild agree that questions of Guild representation that may arise shall be resolved in accordance with rules of the Washington State Public Employment Relations Commission (PERC) and in accordance with local, state, or national statutes and rules.

2. Nondiscrimination

2.1 The parties agree that the provisions of this Agreement shall be applied equally to all employees covered hereby without regard to race, color, national origin, sex, gender identity, age, physical or mental disability, political or religious opinions or labor organization affiliation, sexual orientation, pregnancy, marital status, military status, or membership in any other class protected by state or federal law or City ordinance, unless such would prohibit performance of a qualifications standard that is job related and consistent with business necessity or necessary to prevent a direct threat to health and safety.

2.2 Employees shall process discrimination, retaliation, and/or bullying complaints under the applicable City Equal Employment Opportunity or HR/Department policy and procedure or under existing state or federal law and shall not have recourse through the grievance procedures established in Article 28 of this Agreement.

3. Rights of Management

3.1 The management of the municipal corporation, including but not limited to, the organization, scheduling, staffing, and direction of the work force, is vested exclusively in the Employer, subject to the terms of this Agreement. Examples of management rights include, but are not limited to:

3.1.1 to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the organization;

3.1.2 to determine the number of employees to be employed;

3.1.3 to hire employees, determine their qualifications and assign and direct their work;

3.1.4 to evaluate employee' performances;

3.1.5 to set the standards of productivity, and the services to be provided;

3.1.6 to control and regulate the use of facilities, equipment, and other property of the Employer;

3.1.7 to determine the number, location and operation of departments, divisions, and all other units of the Employer.

The Employer has the right to introduce any and all new improved and automated methods or equipment to improve efficiency and to reduce costs and assign employees within the bargaining unit in accordance with such improvements and cost reduction methods. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the Employer in accordance with such policies or procedures as the Employer, from time to time, may determine.

This Article recognizes an employee's right to use the grievance procedure set forth in Article 28 below.

3.2 Department Rules and Regulations

It is mutually agreed that the city has full responsibility and authority to adopt rules and regulations for the operation of the police department and the conduct of its employees, and the Guild agrees that its members shall comply in full with such rules and regulations. Nothing in this Section shall be interpreted to restrict the chief's right to make decisions or to establish procedures necessitated by the "emergency" nature of operating the police department.

3.3 Nothing in this Article shall be considered a waiver of the Guild's right to bargain over mandatory subjects of bargaining pursuant to RCW 41.56.

4. Guild Membership and Dues Deduction

4.1 Members of the bargaining unit who join the Vancouver Police Officers Guild may authorize deduction of dues as provided in this Article and consistent with State law. Members of the bargaining unit who do not join the Guild may choose to voluntarily make a payment in lieu of dues as provided in this Article. However, any member of the bargaining unit who chooses not to join the Guild

or have dues/fees deducted shall have no rights to benefits provided to Guild members by the Guild (other than the benefits provided under this Agreement) and shall have no right to vote or participate otherwise in Guild meetings.

4.2 The employee's authorization will remain in effect until expressly revoked by the employee by notice to the Guild in accordance with the terms and conditions of the authorization. The Employer will rely on information provided by the Guild regarding the authorization and revocation of deductions. Upon receiving notice of the employee's authorization from the Guild, the Employer shall deduct from the pay of such employee the monthly amount of dues as certified by the secretary of the Guild and shall transmit the same to the treasurer of the Guild. Deduction of payments in lieu of dues from non-members of the Guild within the bargaining unit shall only be made upon written authorization freely given which clearly and affirmatively consents to the deduction of the payment in lieu of Guild dues. Amounts deducted from non-members shall be transmitted to the treasurer of the Guild. The Employer shall not make deductions from any bargaining unit member's wages for dues or payments in lieu of dues unless authorized in writing as provided in this Article.

4.3 Upon receipt of an employee request for authorization or revocation of authorization, the Employer shall notify the Guild within five (5) working days. The Employer will take no action upon receiving an employee request until receiving confirmation from the Union to begin or end deductions.

The Guild shall indemnify, defend and hold harmless the Employer and its officials, representatives and agents against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all reasonable legal costs that shall arise out of or by reason of action taken or not taken in good faith by the Employer in complying with the provisions of this Article. If an improper deduction is made, the Guild shall refund directly to the employee any such amount.

5. Guild Representatives and Activities

5.1 The Guild shall inform the Employer in writing of the names of its current executive board members and attorneys who are designated to represent it. Only persons so designated will be accepted by the Employer as representatives of the Guild during the grievance process and on bargaining issues. The Guild may designate other members as representatives during contract negotiations.

5.2 The Guild's officers and attorneys shall have reasonable access to the Department during working hours, providing they do not interfere with or cause employees to neglect their work.

5.3 Employees and attorneys visiting the premises shall not engage in organizing or campaigning for the Guild, but this paragraph will not prevent the Guild officers from discussing in non-work areas during non-work periods

matters of Guild membership, fees, dues, or Guild business with employees covered by this Agreement.

5.4 The Employer agrees not to discriminate against any member of the Guild because of the employee's activity in behalf of or membership in the Guild, provided such activity is not carried on during work hours, except as expressly provided in this Agreement.

5.5 The Employer agrees to allow leave with pay for employee members of the Guild for no more than twenty (20) officer-shifts (200 hours) per year total, for conducting business vital to the Guild. The leave will be scheduled in advance based on vacation scheduling guidelines.

5.6 The Employer agrees to allow the Guild sixty minutes during each new officer orientation to provide new officers information about the Guild.

5.7 No more than six (6) employees on the Guild bargaining committee who are already scheduled to work during times scheduled for negotiating a new labor Agreement will be allowed to attend those negotiations on Employer-paid work time. The Employer will not make special provisions to arrange shifts to maximize on-duty participation in negotiations. The Employer and the Guild will reach consensus on the total number of members who will be on the negotiating team.

5.8 The City will pay one Guild member to run the shift bid on the day the shift bid is conducted provided that no overtime is incurred.

5.9 Employees designated as Guild representatives will be permitted to use work time when appropriate for the investigation of grievances and representation of employees with grievances.

5.10 The Employer shall provide space for a bulletin board at each law enforcement facility where Guild members are staffed which may be used by the Guild for official Guild business. The Guild is responsible for the posting and removal of material on the bulletin board and for maintaining same in an orderly and neat basis.

6. Strikes, Work Stoppages or Work Slowdowns

6.1 The Employer and the Guild recognize that the public interest requires the efficient and uninterrupted performance of all city services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to their overall objective. During the term of this Agreement, neither the Guild nor the Employer shall cause, engage in, or sanction any work stoppage, strike, slowdown, lockout or other interference with city functions. Employees who engage in any of the foregoing actions may be subject to immediate disciplinary action, including discharge, and the Guild may be subject to action in

accordance with RCW 41.56.

7. Identification of Jobs

7.1 "Job" shall be defined as the employee's job title, job number, and range assigned by the Employer.

7.2 When work operations involving new or substantially changed requirements are established after the effective date of this Agreement and such requirements are not adequately or specifically described in an existing job, the Employer will describe and establish a new job in an appropriate range subject to the Employer's duty to bargain with the Guild concerning appropriate compensation for the new job, if agreed to be within the bargaining unit.

7.3 Civilian Positions

The parties agree that certain civilian positions may be created within the Vancouver Police Department. The City of Vancouver may establish and fill the civilian positions. The City may also establish and fill such volunteer (unpaid) positions as it deems necessary.

The duties of civilian employees and volunteers shall be determined by the City of Vancouver, provided that their duties will not include work that is currently performed on a regular basis by members of the Guild without the agreement of the Guild. The parties further agree that civilian employees or volunteers will not carry firearms or have powers of custodial arrest. Job descriptions for each civilian position shall be available for inspection.

The parties agree that civilian employees may:

(1) Respond to priority 3, 4 or 5 calls at the discretion of the supervisor or precinct commander.

(2) Respond to priority 1 or 2 calls in a support capacity at the request of the supervisor or precinct commander.

(3) Be granted limited commission authority for: parking enforcement duties related to parking violations (e.g., writing parking citations, facilitating the towing of vehicles, and other parking-related tasks).

When these civilian employees are not available, sworn officers may still respond to such calls based on the availability of sufficient staff at the time of the call at the discretion of the supervisor or precinct commander.

Duties of civilian employees and/or volunteers may also include:

(1) Graffiti abatement.

(2) Crime prevention education.

(3) Citizen patrol (NOW) including tasks such as Skywatch, ALPR,

radar/Lidar.

(4) Alcohol impact area compliance checks (visual only).

(5) SafeKids Program.

(6) Abandoned vehicle abatement.

(7) Out of state license plate reporter/educator.

(8) Missing person search team.

(9) Drive/operate non-patrol vehicles such as the Command Bus for maintenance or when no sworn department employee is available.

(10) Assist sworn officers at barricades at crime scenes (outer perimeter) if a sworn officer is not readily available.

(11) Deploy and manage the speed trailer program.

(12) Disabled parking enforcement.

(13) Fulfill public records requests including, without limitation, requests for records within the Professional Standards Unit.

It is the parties' intent that the creation and filling of civilian and volunteer positions will permit sworn officers to increase the time spent in proactive problem solving rather than reactive call taking.

No positions within the bargaining unit will be eliminated because of creating or filling such civilian positions.

7.4 Private Security

The City may engage private security personnel to support services the Department provides. Private security personnel may (1) perform security functions at fixed posts on a temporary basis including security at events such as the Fort Vancouver Fourth of July Celebration; (2) provide personal security (escort) for City employees or volunteers upon request if there is no specific threat or emergency; provided that such personnel will not be used to provide protection to dignitaries; (3) conduct preventative sweeps of City property or parks within the City in advance of specifically scheduled student or community youth trips to such areas; and (4) perform security functions such as routine drive throughs or walk throughs on city owned properties such as parks, parking lots, the airport and Officers' Row.

The duties performed by private security personnel will be limited to preventative measures; they will not patrol City property or parks within the City nor will they take any enforcement action. If a specific threat or emergency exists or a criminal act is in progress 9-1-1 will be notified and a request for an officer will be made by the private security personnel.

In addition to the functions set forth above, the City shall be permitted to use

such private security guards to perform functions traditionally expected of building managers, such as (A) contacting people within City-owned buildings or in immediate proximity to such buildings (e.g. doorway, sidewalk, or parking lot) and alerting them to applicable circumstances, building rules, and behavior that could be a violation of the law; and (B) ordering individuals who have violated building rules or a violation of the law to leave the premises. All building related functions not within the scope of this Article shall be discontinued.

7.5 Reserve Police Officer Program

A. The parties agree that should the City wish to create a Reserve Police Officer Program, the Parties will bargain consistent with RCW 41.56.

8. Job Vacancies

8.1 All vacancies will be filled in accordance with the established rules and regulations of the Vancouver Civil Service Commission and applicable state and federal laws.

9. Layoff and Recall

9.1 Layoff and recall shall be in accordance with established rules and regulations of the Vancouver Civil Service Commission with the following exceptions:

A. In the event of layoff, employees will be laid off in the order of their seniority. Seniority for officers shall be defined as time in the department. Seniority for corporals and sergeants shall be defined as time in the position.

B. At the time of any layoff, corporals and sergeants may be given an opportunity to accept reduction to the next lower rank previously held by the employee in lieu of layoff. Such employees shall have bumping rights over the employee in the next lower rank with the least seniority. Seniority shall be defined as time in the rank or any higher rank.

C. Employees laid off or demoted in lieu of layoff shall be placed on a reinstatement list for the classification from which the layoff took place and for any lower rank held based upon date of promotion to the lower rank.

D. Reinstatement lists shall be valid indefinitely. Members who are demoted in lieu of layoff shall remain on the reinstatement list indefinitely until the City fills all positions in the affected classification equivalent to the number of positions demoted in lieu of layoff. Demoted members may decline an offer of reinstatement

to their previously held rank on one occasion unless the member is the least senior employee on the reinstatement list. Members who are laid off shall remain on the reinstatement list for a maximum of twenty-four (24) months. Laid off employees who are offered reinstatement will receive a conditional offer of reinstatement. The offer will be conditioned on successful completion of the following:

(1) A background investigation. The investigation will be limited to the period of time between the date of layoff and date of proposed reinstatement.

(2) A medical and psychological examination.

(3) A drug screen.

E. An individual will lose rights to reinstatement and/or be removed from the reinstatement list if the individual commit an act that would be cause for termination of employment or if the individual loses their commission as a general authority law enforcement officer.

F. Appointments from the reinstatement list shall be made in the order of length of service. The employee on the reinstatement list who has the most service credit shall be first reinstated.

(1) For employees on the reinstatement list for the position of police officer, "length of service" and "service credit" shall be defined as time employed as a police officer for the Vancouver Police Department.

(2) For employees on the reinstatement list for the position of police corporal, "length of service" and "service credit" shall be defined as time employed at the rank of corporal for the Vancouver Police Department.

(3) For employees on the reinstatement list for the position of police sergeant, "length of service" and "service credit" shall be defined as time employed at the rank of sergeant for the Vancouver Police Department.

10. Probation Period

10.1 Entry level employment is subject to a probationary period from the date of hire, during basic academy training and continuing for twelve (12) months actual service from the date of graduation from basic academy training. Lateral entry employment is subject to a probationary period of twelve (12) months actual service from the date of hire. Actual service shall not include time spent away from the department for an extended period of time. Termination or discipline of a probationary employee is not subject to grievance under this contract. Discipline of probationary employees will not be used as evidence of

appropriate discipline practice for non-probationary employees. Upon hiring, the Employer may start an employee at a higher step depending upon experience and qualifications.

10.2 Employees promoted to the position of corporal or sergeant shall serve a twelve (12) month probationary period during which time the Employer may decide to return the employee to the employee's former classification. Demotion during the promotional probationary period is not subject to grievance under this contract.

10.3 For any time-off an employee takes in excess of thirty (30) consecutive calendar days during the twelve (12) month probationary period for which the employee is unable to be meaningfully evaluated in their position, the Employer may extend the probation period by a time equal to the period lacking meaningful evaluation. Such probationary extension periods will not result in the employee losing scheduled step increases.

11. Work Week, Hours of Work, Shifts

11.1 The City has established a twenty-eight (28) day FLSA work period for all members. Work periods shall begin at 12:01 a.m. on the first day of the period and end at 12:00 midnight on the last day of the work period.

11.2 A work day is defined as the twenty-four (24) hour period beginning with the start of an employee's shift.

11.3 Work Week

A. Administration, Investigations and Special Operations

For employees assigned to Administration, Investigations and Special Operations and for Precinct Detectives the normal assigned work week shall be scheduled on Mondays through Thursdays, or Tuesdays through Fridays based on a 4/3-4/3 schedule, ten (10) hours per day, including a one-half hour paid lunch. On mutual agreement of the employees involved and the employer, the normal assigned workweek may be an eight-hour 5/2 schedule including a one-half hour paid lunch.

For employees assigned to the Traffic Unit, the normal work week shall be based on a 4/3-4/3 schedule, ten (10) hours per day, including a one-half hour paid lunch. On mutual agreement of the employees involved and the employer, the normal assigned workweek may be the patrol 5/4-5/4-5/5 schedule.

All employees are subject to call during lunch periods.

B. Crime Reduction Unit (CRU)

For employees assigned to the Crime Reduction Unit (CRU), the normal work week shall be based on a 4/3 schedule, ten (10) hours per day, including a one-half hour paid lunch. The normal assigned work week shall be scheduled on Mondays through Thursdays, or Tuesdays through Fridays. In order to meet the operational needs of the unit, the work schedule may be adjusted to include working some Saturdays and Sundays.

C. Patrol

For Employees in Patrol, the normal assigned work schedule shall be 5/4--5/4--5/5 (10.5 hours per day with a 1/2 hour paid lunch included).

For Canine Handlers, the normal assigned workday shall be a nine and one-half hour shift. The normal work schedule for canine officers will be based on the patrol work schedule (5/4-5/4-5/5). Canine officers are allowed one hour per shift worked for the care and maintenance of their dog. The one hour per shift worked is intended to compensate the officer for one-half hour each workday and non-workday for time spent in the care and maintenance of the dog.

D. Neighborhood Police Officer

For employees assigned as a Neighborhood Police Officer, the normal work week shall be based on a 4/3 schedule, not to exceed 40 hours per week, ten (10) hours per day, including a one-half hour paid lunch. The normal assigned work week shall be scheduled on Mondays through Thursdays, or Tuesdays through Fridays. In order to meet the operational needs of the unit, and in accordance with Section 11.6, the work schedule may be adjusted to include working alternative days and/or hours.

E. School Resources Officer

The City and the Guild agree that the normal assigned work week for SRO's during the school calendar year shall be a day shift, Mondays through Fridays, based on a 5/2 work schedule, not to exceed nine (9) hours per day, including a one-half hour paid lunch. The normal shift starting time for the SRO shall be 07:00 hours.

The SRO work schedule results in SROs working sixty (60)

minutes of overtime each scheduled workday, in excess of the eight-hour shift limit in Sections 12.1 and 11.3(A). This results in a total of 271.5 overtime hours (1 hrs x 181 school days x 1.5 OT) for SROs over the course of the school calendar year. This calculation is based on the SRO working all scheduled days without using other paid leave (sick, vacation, bereavement, etc.).

The overtime hours as noted above shall be compensated by a maximum of thirty-four (34) compensatory days off (270.5 hrs/ 8 hrs). School days involving late start or early dismissal times will be worked as a normal full shift by SROs.

The accumulation of compensatory time pursuant to this Article is agreed to as an exception to Section 13.5 which limits the accumulation of compensatory time to a maximum of 90 hours.

For purposes of calculating paid and compensatory time-off, the SRO's work shift will be based on an 8-hour day. (e.g., vacation, sick, compensatory time, bereavement leave.)

Hours worked beyond the normal SRO work schedule as part of the normal SRO duties will be compensated at time and a half, except in the event of emergency callback after hours for duties related to the position of SRO in which case the compensation rate will be that as provided in Section 13.6. Hours worked beyond the normal SRO work schedule as part of patrol or other non-SRO duties shall be compensated also as provided for in Section 13.4.

The City will track each type of compensatory time accumulation separately (i.e., compensatory time accumulated from SRO work v. compensatory time accumulated from any other assignment).

Compensatory time accrued pursuant to this Article should be applied to the 26 holiday/student non-attendance days for each school calendar year.

Vacation and compensatory time off outside of the 26 scheduled holidays during the school calendar year will be subject to the pre-approval of the district lieutenant or his/her designee.

During the summer break when the SRO's school is not in session, the SRO will be reassigned to the Patrol Division (day-shift hours) or other assignment as mutually agreed upon.

(1) Officers assigned as SROs shall be allowed to bid for and

obtain vacation during the summer months when school is not in session without having to compete against any other officers, including other SROs. Vacation taken by SRO's during the summer does not affect the number of other officers that are allowed to be off that day.

In the event that fewer members of the Guild volunteer for the position of SRO than vacancies exist, the City may assign a member to the position of SRO consistent with provisions of the current CBA, 4/10 work schedule. In the event that a member is assigned to the position of SRO, that member may choose to work as an SRO under the terms of this Article. In the event that he/she declines to work under the provision of this Article, he/she will be assigned a 4/10 work schedule.

F. Bike Patrol Officer

For employees assigned as a Bike Patrol Officer, the normal work week shall be based on the 5/4, 5/4, 5/5 patrol schedule, with a 1/2 hour paid lunch included.

In order to meet the operational needs of the unit, members assigned to Bike Patrol will generally be deployed to provide coverage at hours of heightened pedestrian traffic as follows:

From March 1 through October 31: Supplemental Swing Shift (i.e., Early Swings); However, a set start time for early swing shift hours shall be established prior to the officers beginning work on March 1st and shall not change until November 1st unless mutually agreed upon by the employer and employee.

November 1 through the end of February: Days (hours defined in Section 11.4).

Hours worked outside of the Bike Patrol Officer's scheduled shift shall be compensated pursuant to Article 13 of this Agreement.

Bike Patrol Officers will be assigned to a patrol beat and directly report to a patrol shift supervisor. Accordingly, Bike Patrol Officers supplement patrol staffing and shall not be included in the calculation of mandatory minimum staffing for their assigned squad nor will they compete against other officers assigned to a patrol squad for Vacation/PDO.

Bike Patrol Officers will generally be assigned in 2-Officer teams. When absences prevent a Bike Patrol Officer from deploying as a member of a 2-Officer team, he/she will be given the option of

deploying in a patrol car in lieu of individually on a patrol bike.

11.4 The following provisions shall apply in Patrol:

A. The shift hours will be as follows:

Days	0600 hrs. to 1630 hrs.
Swing	1500 hrs. to 0130 hrs.
Graveyard	2000 hrs. to 0630 hrs.

Supplemental swing shift beginning between 1000 and 1200 hours; and ending between 2030 and 2230 hours.

B. Shift Bid

Members who are or will be assigned to Patrol as of January 1 of the bid year will be given an opportunity to bid for shifts for the following calendar year. Each bid will specify the officer's desired shift, letter day and precinct for two consecutive six-month periods (one year total period) within the same letter day and precinct. Each officer will remain in one precinct for the twelve-month period unless transfer to another precinct is approved by the Employer. The Guild will complete the bid process by November 1st and the following year schedule shall be finalized and posted by December 1st.

Assignments will be made based on seniority in class based on date of hire (date of promotion in the case of corporals and sergeants), subject to the Employer's right to assign members to shifts, letter days or precincts other than the officer's preferred shift, letter day or precinct because of business necessity such as, but not limited to, accommodation of career development or responding to performance issues.

Members may trade shifts, letter days or precincts assigned through this shift bidding process due to extenuating circumstances, subject to the Employer's approval. Members may also be allowed to exchange workdays with other members when the change is not detrimental to the best interest of the police department as determined by the Employer.

11.5 In emergency circumstances, or to accommodate training, the chief may temporarily revise work schedules.

11.6 On mutual agreement of the employees involved and the employer, the normal assigned work week and/or hours of work may be adjusted for temporary

assignments of up to 90 days when consistent with operational needs of the department. Assignments of longer than 90 days shall be a mandatory subject of bargaining.

11.7 Each employee shall be given a twenty (20) minute rest period in the first half of the working shift, a twenty (20) minute rest period in the last half of the shift, and a one-half hour paid lunch period. All employees are subject to call during such periods. On-duty wellness time is administered in accordance with Department policy.

11.8 Vacation Accessibility

B. Competing Groups

(1) Sergeants will compete, across precincts, for vacation and leave accessibility with Sergeants assigned to their same shift;

(2) Corporals and officers will compete within their own squad for vacation and leave accessibility.

C. Vacation Requests of One Workweek or Less:

(1) For sergeants, seniority in grade will be the determining factor for all requests submitted prior to February 15th of each year. Vacation requests submitted before this date will be given priority over training requests.

(2) For corporals and officers, departmental seniority will be the determining factor for all requests submitted prior to February 15th of each year. Vacation requests submitted before this date will be given priority over training requests.

(3) Within each of the competing groups, vacation requests received on or after February 15th will be considered on a first-come, first-served basis.

D. Long-Term Vacations/Special Events:

(1) Vacation requests of three workweeks or greater must be approved by the Precinct or Division Commander.

(2) The Chief of Police or the Chief's designee may designate a blackout date for the following calendar year prior to the annual bid. No later than fourteen (14) calendar days prior to the blackout date the Chief of Police or the Chief's designee must approve or deny any vacation requests. Approved vacation for the blackout date will not be cancelled.

E. Compensatory Time Off

(1) The standard for vacation accessibility outlined in Section 11.8C will apply for use of compensatory time, unless otherwise specified in this Section.

(2) Members may schedule compensatory time off only when the Employer can maintain adequate staffing without an overtime call back.

F. Shift Trades or Reassignments Affecting Previously Scheduled Vacations:

(1) It is the responsibility of officers who request such trades to contact their supervisors and make appropriate arrangements to eliminate payment of overtime for vacation coverage. Supervisors may deny or modify previously approved vacation in order to accomplish adequate squad and/or shift coverage.

(2) In the event officer(s) are administratively reassigned, pre-approved vacation will be honored.

G. Other Leave Requests:

(1) All other categories of personal leave will be handled in accordance with current language in this Agreement

11.9 Patrol Staffing

A. Each patrol squad may have two Police Officers/Corporals off on pre-approved leave at any time except that:

(1) A supplemental shift squad that is staffed with five (5) or fewer Police Officers/Corporals may have one Police Officer/Corporal off on pre- approved leave at any one time. Additional supplemental shift Police Officers/Corporals may be allowed off on pre-approved only upon approval of the precinct Lieutenant or Commander.

B. Precinct Command Staff will be notified when mandatory pre-approved time off requests conflict (military leave, family leave, etc.). Command Staff will deal with such conflicts on an individual basis.

C. Patrol Supervisory Staffing:

(1) City-wide, there will be at least two patrol Sergeants on duty at all times.

(2) Only one patrol sergeant per shift may be on pre-approved leave at any given time unless approved by the Precinct Commander.

(3) When a squad sergeant is on pre-approved leave, the squad corporal may act as supervisor, pursuant to C(1).

(4) If the squad sergeant is on pre-approved leave, and no corporal is available from the affected squad, payment of overtime to another sergeant or corporal will be authorized to ensure the presence of adequate supervision.

11.10 Compensation for Travel

Guild members, whether driver or passenger in a vehicle in travel status for City directed business, training, or conferences, shall be compensated as follows:

A. All time spent in Travel Status shall count hour-for-hour for the member's regularly assigned work regardless of the day, or time of day during which the travel occurs. As used herein, the term "Travel Status" shall include reasonable time spent checking in and awaiting public transit, time spent actively traveling, time spent retrieving baggage and/or Department owned equipment or Department authorized duty weapons, and time spent traveling between the destination airport and destination hotel. The intent is to account for travel time to destination to include such occurrences as reasonable waiting time for the airplane or meal breaks for long trips, not personal detours while traveling to a destination.

B. Training Time shall count hour-for-hour for the member's regular assigned work. As used herein, the term "Training Time shall include time spent actually attending City directed business, training or conferences.

Examples of A and B: An officer travels to the Washington State Basic Law Enforcement Academy. Their time driving to the Academy shall be compensable regardless of the day, or time of day, they drive to the Academy. All of the time the officer spends in class at the Academy shall be compensated hour-for-hour just as regular work hours. Time spent in the dorms in the evenings and weekends will not be compensated. If the officer chooses to come home before the end of the academy on a weekend, this time will not be compensated. The officer's return trip home upon completion of the academy will be compensated hour-for-hour just as regular work hours. Unless otherwise preapproved by the Office of the Chief, the intent is to account for one roundtrip for the

course regardless of the length of the course.

Recognizing travel by airplane requires time to check-in before the flight, and time to gather belongings and travel to a destination, generally this would be up to two (2) hours before and up to one (1) hour after a flight, barring unusual circumstances. Time spent travelling to or from the airport would also be compensable hour-for-hour, in addition to the times before and after a flight as reflected above.

Unusual circumstances should be documented in Telestaff, email or department memorandum by the officer in travel status (e.g., flight delay, traffic crash, etc.).

C. If a member's Travel Status plus Training Time exceeds their regular work week, the member shall work with their chain of command to flex their time to the extent practicable; provided, the parties recognize that occasionally due to the timing of applicable Fair Labor Standards Act ("FLSA") periods, it may not be practicable to flex time. In such cases, the member shall be entitled to overtime to the same extent otherwise allowed by this Agreement.

D. If a member's Travel Status plus Training Time is less than their regularly scheduled work week, the member will be given one or more of the following options in an effort to afford them an opportunity to receive a full paycheck:

(1) Use of Vacation Time;

(2) Use of Comp Time; and/or

(3) An opportunity to work additional hours to the extent possible within the same FLSA period.

Members who wish to work additional hours within the same FLSA period to make up the difference between their current hour worked and regular weekly hours shall coordinate with their chain of command to request appropriate work such as: (a) assignment to an extra patrol shift; (b) case management; (c) policy review; or (d) other productive work, as directed by Department needs and the member's regular work assignment.

11.11 Critical Incident Leave and Employee Work Schedules

Employees placed on Critical Incident Leave by the City of Vancouver after a Use of Force Incident will remain on their regularly assigned

schedule and shift, for the duration of their Critical Incident Leave. They will also continue to receive all of the shift differential and compensation outlined in this Agreement they received prior to the incident.

Employees on Critical Incident Leave will not be paid overtime to attend criminal or administrative interviews, appointments with a psychologist, critical incident stress debriefs, or weapons qualifications. If these activities fall outside their regularly scheduled work hours, the employee will adjust their schedule to attend them at their normal hourly rate of pay.

11.12 Definitions

The following definitions shall apply to this Article.

District or Beat: A specific geographical area within a precinct.

Letter day: "A" and "B" letter days, which generally work on opposite days off within the current patrol schedule.

Pre-Approved Leave: Anticipated time-off requested by an employee and granted by a supervisor, in accordance with departmental policies and this Agreement (Article 14 - Paid Days Off [PDO]; Article 15 - Other Leave Benefits), and for training. Pre-approved time off includes time-off for reasons such as vacation, compensatory time-off, training, etc.

Precinct: A specific geographical area within the City of Vancouver within which police functions are carried out.

Shift: A period of time (e.g., Day shift, Swing shift, Supplemental swing shift, Graveyard shift) during which police activities are conducted department-wide.

Shift Overlap: That period of time during which two patrol shifts' work hours coincide.

Squad: A group of police personnel, to include supervisors and officers, which function together to provide police services within a specific precinct.

Supervisor. Typically a police sergeant, or corporal. A shift supervisor shall not be scheduled for a district or beat assignment, and shall not work as a Field Training Officer.

12. Rates of Pay

12.1 The regular hourly rate of an employee on a forty (40) hour work week will be the employee’s monthly regular rate multiplied by twelve (12) months and divided by two thousand eighty (2080) hours. This rate multiplied by eight (8) hours will be the daily regular rate; multiplied by forty (40) hours will be the weekly regular rate; and multiplied by one hundred and seventy-three and three-

tenths (173.3) hours will be the monthly regular rate.

12.2 The regular hourly rate of an employee on the 5/4 schedule will be the employee's monthly rate multiplied by 12 months and divided by 2047.5 hours. For employees working the 5/4 - 5/4 - 5/5 work schedule, there shall be a 28-day work period for purposes of FLSA.

12.3 The employee's regular rate for purposes of computing overtime compensation will be the sum of the employee's regular hourly rate plus any premiums required to be included in the regular rate by the Fair Labor Standards Act.

12.4 Regular monthly rates of pay will be as set forth in Appendix A.

12.5 Any employee who works on swing shift as defined in Article 11 shall be given a shift differential of twenty-five cents ($0.25) per hour for each hour worked. Any employee who works on graveyard shift as defined in article 11 shall be given a shift differential of thirty-five cents ($0.35) for each hour worked. Shift differential premium pay shall be included in paid days off (other than short-term disability) and compensatory time off based on the employee's specific shift assignment.

12.6 For entry level police officers, step increases granted by the Employer will be made effective on the adjusted service date of the employee's successful completion of basic academy training and annually thereafter.

For lateral entry police officers step increases granted by the Employer will be made effective on the adjusted service date of the employee's hire.

For employees promoted to the position of corporal or sergeant, step increases granted by the Employer will be made effective on the adjusted service date of the employee's promotion.

12.7 Any increase in wages shall be calculated at the top step of the salary range. The steps of each salary range will be determined by calculating backwards from the top step to establish a 5% differential between each step of the salary range. All salaries shall be rounded to the nearest whole number.

12.8 Sworn officers who are assigned as a Field Training Officer (FTO) to train entry level, lateral entry or Reserve police officers will be compensated an additional ten percent (10%) of base pay for each hour directly supervising a student officer.

12.9 An employee promoted to the rank of Sergeant shall be placed on the salary schedule as outlined below:

From Officer to Sergeant - Step 5

From Corporal to Sergeant - Step 6

12.10 Out of Class Pay

Out of class pay is intended to compensate employees for temporarily taking on responsibilities and/or performing the full range of activities of a higher-level classification, without significant supervision. An employee will be paid either five percent (5%) above the employee's current rate of pay, not to exceed the top of the range of the assignment, or the entry rate of the out-of-class assignment, whichever is higher, when a manager assigns duties and responsibilities that are typical of a higher classification for a period of at least eighty (80) hours. The pay shall be retroactive to the first hour of the assignment. For employees in FLSA exempt positions, the five percent (5%) will be added to pay and for FLSA non-exempt positions the five percent (5%) will apply only to hours worked. Out-of-class situations will be reviewed for reassignment of work or reclassification at six (6) month intervals.

12.11 Retention Pay

Years of service	Percentage of base pay
7+ to 10 years of service	2%
10+ to 15 years of service	4%
15+ to 20 years of service	6%
20+ to 25 years	8%
25+ years of service	10%

13. Overtime Pay

13.1 In the event the need for overtime should arise in the police department, the employee working overtime shall be paid at one and one-half (11/2) times the employee's regular rate of pay as defined in Section 12.4 of this Agreement.

13.2 Overtime pay will start any time an employee is required to work beyond the end of the employee's shift and will be paid to the nearest quarter hour.

13.3 The established work week for officers is outlined in Section 11.1.

13.4 Work on Days of Rest

A. Except as provided in 13.4B, any employee working on his or her first day of rest, or his or her first and second days of rest in the case of employees who have three consecutive days of rest, shall be compensated at one and one-half (1 1/2) his or her regular rate of pay; provided such work must be scheduled before 11:00 p.m. the day before the proposed work or before the end of the

last shift worked before the proposed work, whichever is later. Any employee required to work on his or her last day of rest shall be compensated at double his or her regular rate of pay.

B. For Patrol officers working the 5/4 - 5/4 - 5/5 schedule:

Any employee required to work on his or her first or last day of rest shall be compensated at one and one-half (1 ½) his or her regular rate of pay.

Any employee required to work on his or her second or third day of rest, or his or her second, third or fourth day of rest in the case of employees with five consecutive days of rest, shall be compensated at double his or her regular rate of pay.

C. With the Employer's approval, employees may volunteer to work on days of rest that would require compensation at double the regular rate of pay per 13.4A and 13.4B. By so volunteering, employees shall be compensated at one and one- half (1 ½) the regular rate of pay.

13.5 Compensatory Time

Employees may accrue compensatory time off in lieu of overtime compensation. Compensatory time off shall be accumulated at the same rate as overtime compensation would have otherwise been paid (i.e., time and one-half generally, except for work on the employee's second day of rest, or third day of rest for employees with three consecutive days of rest). Employees may not accumulate compensatory time off in excess of ninety (90) hours. Employees will be allowed to use accrued compensatory time off subject to the restrictions for such use established under the Fair Labor Standards Act.

The provisions regarding scheduling compensatory time off are included in Section 11.8.

13.6 Callback Pay

Callback pay shall be paid at the rate of double the regular rate of pay and only under the following circumstances:

A. On a day already worked or to be worked: If the employee has completed the employee’s regular shift and is required to work other than an extension at the beginning or end of the employee’s shift. Shift extensions are defined as follows and will be compensated as defined in 13.1:

(1) Beginning of shift - If scheduled eight (8) or more hours

before the start of the proposed work, and starting time is within three (3) hours of normal shift starting time;

(2) On the way to work - if conducting official department business with supervisory approval within one-half (1/2) hour or less before normal shift starting time;

(3) End of shift - If notification is made one-half (1/2) hour or less after normal shift ending time.

B. On all other days: If not scheduled eight (8) or more hours before the proposed work.

C. Callback pay shall be paid at the rate of double the regular rate of pay for a minimum of three (3) hours when required to physically respond to work, during which time the Employer may provide and require work of the employee called back. The three (3) hour callback pay begins at the time of the call, text, or email originating the physical callback.

D. Employees who receive a call, text, or email for a substantive, work-related issue, but do not physically respond to work as a result, will be compensated for the cumulative minute-by-minute basis for all calls/texts/emails between shifts at the rate of double the regular rate of pay rounded up to the nearest quarter hour, for a minimum of one hour (1 hour). The foregoing shall not apply to de minimis calls/texts/emails, lasting less than five (5) cumulative minutes, calls/texts/emails for emergency call back, or calls/texts/emails for overtime availability. If an employee receives off-duty calls/texts/emails and is then subsequently physically called back to work as a result of such calls/texts/emails, the employee shall receive compensation under Section 13.6.C beginning from the first calls/texts/email, but not additional compensation under this Section 13.6.D.

13.7 Standby Time

Whenever, in the opinion of the Employer and at the express direction of the Employer, it becomes necessary due to an emergency situation that members of the Guild are placed on standby while off duty, the following will apply:

A. Those employees who are scheduled to work or who have completed a scheduled work day shall be placed on standby first.

Those employees who are on scheduled days off shall be placed on standby next, if required.

Those employees who are on vacation days off shall be placed on standby next, if required.

B. Any employee called from standby to duty shall be paid under the provisions of Sections 13.1 - 13.3 above.

C. Any employee on standby shall be paid ($5.00) per hour for such standby.

D. Movements of employees on standby pay status are normally not unreasonably restricted, provided they can be reached by telephone or other communications device and be able to respond to a call within one hour of being so notified. In the event that employees are restricted to a specific location, such time will be considered hours worked and is subject to the provisions of Sections 13.1 - 13.6 and 13.8 of this Article, as they may apply.

13.8 Court Appearances

A. Except as provided in Section 13.8.B, court appearances scheduled on an employee's first day of rest, or first and second day of rest for those employees who have three consecutive days of rest, will be paid at one and one-half his or her regular rate of pay for a minimum payment of three hours. Court appearances on the last day of rest will be paid at double the regular rate of pay for a minimum payment of three hours.

B. For Patrol officers working the 5/4 - 5/4 - 5/5 schedule:

Court appearances scheduled on an employee's first or last day of rest will be paid at one and one-half the regular rate of pay for a minimum payment of three hours.

Court appearances scheduled on an employee's second or third day of rest, or his or her second, third or fourth day of rest in the case of employees with five consecutive days of rest, will be paid at double time his or her regular rate of pay for a minimum payment of three hours.

C. Court appearances during off-duty hours of a scheduled day of work shall be compensated at the rate of one and one-half the regular rate of pay for a minimum payment of three hours.

14. Paid Days Off

14.1 Each employee shall be granted paid days off to be used during the year

for vacation, illness, holidays, or personal business time off. Bereavement leave and military leave shall be separate and as specified in Sections 15.2 and 15.3 below. Paid days off are accrued in accordance with the following schedule.

PAID DAYS OFF (PDO) ACCRUAL SCHEDULE

During Years of Service	Monthly Accrual Rate for 5-4/5-4/5-5 Schedule (Hours)	Monthly Accrual Rate for Other Schedules (Hours)	Maximum Accrual (Hours)
0 to 1	11.79	14.00	336
1+ to 5	17.29	19.50	468
5+ to 8	18.29	20.50	492
8+ to 12	19.29	21.50	516
12+ to 15	20.29	22.50	540
15+ to 20	23.29	25.50	612
20+	25.29	27.50	660

14.2 Monthly accrual rates for employees working a 5-4/5-4/5-5 schedule shall be 2.21 hours per month less than the rates for those working other schedules, as set forth in 14.1 above. Maximum accruals shall be as set forth in Section 14.1 above.

14.3 Employees may begin using accrued PDO hours as soon as they become available in their bank. PDO hours accrued in a pay period cannot be used in the same pay period in which they are earned, i.e., PDO hours accrued in the 1st through the 15th pay period cannot be used until the 16th through the end of the month pay period and so forth.

14.4 An employee may request a cash out for accumulated PDO hours in lieu of taking time off work by submitting a Request for PDO Cash Out form to Human Resources by November 30.

a. The specific number of hours to be cashed-out must be requested by the employee in the tax year before the PDO is earned/accrued.

b. Requests must be received in the tax year preceding the payment, and payment for the approved PDO hours will be included in the employee's December paycheck in the following tax year.

c. The number of hours an employee certifies to cash out cannot exceed the number of hours an employee would accrue in the next

calendar year.

d. An employee's remaining PDO balance must be greater than or equal to 160.00 hours after the PDO cash out (pro-rated for part-time employees).

e. Sick leave is not eligible for cash out.

f. The election is irrevocable.

14.5 Upon separation from employment, an employee shall be paid for all earned and accrued paid days off at the employee's rate of pay defined in Article 12.

14.6 Employees must notify the Employer as soon as possible in the case of unforeseen illness or emergency and request appropriate leave. Holidays and personal business time off must be approved by the appropriate supervisor as established by department rules. Normally, at least five working days advance notice of the absence will be required unless mutually agreed upon shorter notice is provided. Vacation scheduling shall be in accordance with established departmental rules and regulations.

14.7 Holidays

The following days are recognized as "legal" holidays for which time off is to be granted as provided for in Article 14 above.

New Year's Day -January 1
Presidents' Day - Third Monday in February
Memorial Day - Last Monday in May
Juneteenth – June 19
Independence Day - July 4
Labor Day- First Monday in September
Thanksgiving Day - Fourth Thursday in November
Native American Heritage Day - Day immediately following Thanksgiving Day
Christmas Day - December 25
One additional holiday employee's choice *

* This additional holiday has been included in the paid days off accrual described under Section 14.1 above.

14.8 In Lieu of Holiday Overtime Pay

Recognizing that paid days off concept eliminates the obligation of the Employer to pay overtime for holidays worked, 2.7% of regular rates for classifications as set forth above shall be paid as compensation for and in lieu

of said pay for holiday overtime.

15. Other Leave Benefits

15.1 Leave Without Pay

All leave without pay will be handled in compliance with the City's Leave of Absence Without Pay policy.

15.2 Bereavement Leave

A maximum of five working days bereavement leave shall be allowed when there is a death in an employee's immediate family. “Immediate family” is defined as spouse, domestic partner, child, mother, father, brother, sister or step family, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandchild, and grandparent, grandchild of the spouse or member of the employee’s immediate household. (It is understood that this policy extends to similar members of a domestic partner’s family as detailed above.)

Bereavement leave in excess of five working days may be charged to paid days off with the approval of the chief. In addition, the use of a maximum of five (5) PDO's shall be allowed for bereavement of family members outside the immediate family.

15.3 Military Leave

The Employer abides by the provisions of the laws of the state of Washington, RCW 38.40.060, which stipulates that employees who are members of the National Guard or Federal Reserve military units are entitled to be absent from their duties for a period of up to twenty-one days with pay during each October 1 - September 30 year while engaged in the performance of ordered military duty and while going to or from such duty.

15.4 Family and Medical Leave

Family and medical leave shall be granted pursuant to the requirements of the Family and Medical Leave Act of 1993 and City of Vancouver policies.

15.5 Washington Paid Family Medical Leave (PFML)

Guild members will pay the employee portion of the premium and the City will pay the employer portion of the premium as established by State law. PFML runs concurrently with FMLA.

16. Sick Leave

16.1 Short-Term Disability

Employees shall accrue 10 hours per month in a short-term disability leave account, to a maximum accumulation of 1,024 hours. Use of this leave is available for illness or injury as soon as it becomes available in the employee's bank. Short-term disability leave accrued in a pay period cannot be used in the same period in which it is earned, i.e., short-term disability leave accrued in the 1st through the 15th pay period cannot be used until the 16th through the end of the month pay period and so forth.

16.2 LEOFF -II Time Loss Guarantee

A. Duty-Related Injury Leave

(1) In lieu of the statutory supplement described in RCW 41.04.500 et seq., the City will supplement the time loss payments received by employees who have suffered on-the-job injuries as follows:

a) The City will provide its supplement by paying the employee's base pay during the period the employee is receiving benefits under RCW, Title 51, up to a maximum of six (6) months.

b) The six (6) month period that the City provides the LEOFF Supplement shall begin on the first day the employees receive the LEOFF Supplement, which may or may not coincide with the payment of time loss.

c) The three-day waiting period is defined as the first three days after an employee's date of injury, not including the date of injury.

(i) If an employee sees a medical provider during the statutory three-day waiting period after the date of injury, is determined to not be able to work as a result of their injury, and would not ordinarily be entitled to time loss during this period under L&I guidelines and/or RCW Title 51, then the employee will receive the LEOFF Supplement for hours missed on their date of injury and the three-day waiting period at their normal base rate.

(ii) If time loss is paid pursuant to L&I

guidelines and/or RCW Title 51 for the three-day waiting period after the date of injury, then the employee will receive the combination of time loss and the LEOFF Supplement for those days. The LEOFF Supplement will be paid for hours missed on the date of injury.

(iii) If an employee does not seek medical treatment until after the three-day waiting period, then any time missed from work on the date of injury and those first three days will be coded using their accrued sick leave.

d) Employees receiving City's time loss supplement must, within ten (10) business days of receipt, notify the City with a copy of all time loss payment checks provided by the City's insurance administrator and/or the State L&I. Employee will keep the check and have the same amount deducted from the time loss supplement.

e) Should the 6- months LEOFF supplement period end mid pay period, the employee will keep the entire time loss payment check and the City will deduct the final LEOFF supplement period time loss check amount from the employee's city payroll.

(2) After this first six (6) month period, employees may supplement time loss payments, up to their normal monthly base pay, from their available leave accruals.

(3) Employee benefits including health insurance premium contribution, STD and PDO accruals, and applicable pre-injury premiums (excluding those premiums paid on an hourly basis) will continue for the duration of the employee's employment.

B. Work-related disability shall be defined as:

(1) That which is eligible for payment of benefit under the state's workers' compensation program excluding any disability which occurs during, and as a result of participating in, the basic police academy training program.

(2) That which is incurred while off-duty, in response to a situation where such response is in accordance with

departmental policy.

C. Employees disabled may be required to perform light duty work as assigned by the Employer as provided under the workers' compensation statute.

D. The parties expressly agree that the benefits provided by this article exceed the benefits provided under RCW 41.04.500 et seq.

In the event the Washington State legislature modifies the provisions of the LEOFF Act for LEOFF-II employees, this section shall be reopened for negotiations upon the request of either party.

16.3 Upon confirmation by the City that an illness or injury has rendered a Guild member unable, with or without reasonable accommodation, to perform one or more of the physical requirements of the job of police officer (e.g., bending, lifting, running) and medical documentation indicates that such limitation will continue for a reasonable duration, the Vancouver Police Department will identify appropriate light-duty work to assign such officer. The Parties recognize that generally such light-duty assignments will not exceed one (1) year and that this contractual provision is separate and distinct from any legal rights that Guild member may have under state and/or federal law.

16.4 Sick Leave Pay Out Upon Death If the employee dies while employed with the City of Vancouver, the City will pay the beneficiary an amount equal to one hundred percent (100%) of the value of the employee's existing sick leave accrual balance up ot a maximum of one thousand twenty-four (1024) hours.

16.5 Sick Leave Sell Back Upon Retirement. An employee separated from service due to retirement for disability or length of service retirement shall have their sick leave cashed out and deposited into the employee's HRA/VEBA account, with no employee election to receive the amount in cash, according to the following tiers:

- At the rate of twenty-five percent (25%) for hours 1 through 400;
- At the rate of thirty-five percent (35%) for hours 401 through 800; and
- At the rate of forty-five percent (45%) for the hours of 801 through 1,024.

For example: an employee with 900 hours of sick leave at retirement would receive an amount deposited into the employee's HRA/VEBA account, consisting of a 25% cash out of 400 hours (100 hours), plus a 35% cash out of 400 hours (140), plus a 45% cash out of 100 hours (45 hours), for a total of 285 sick leave hours.

17. Employee Insurance

17.1 Each employee shall receive a term life insurance policy in the amount of one times their annual salary, rounded to the nearest thousand dollars, not to exceed $100,000, double indemnity, which premium will be paid by the employer. Employees may, at their option, purchase additional life insurance through the Employer's carrier.

17.2 Each employee with dependents will pay 10% of the actual medical insurance premium cost for the employee's dependents per month on a pre-tax basis.

17.3 In negotiation of the January 1, 2000 - December 31, 2002 agreement, the parties agreed to eliminate City paid long term disability insurance coverage in exchange for enhanced dental benefits.

17.4 Employees and their eligible dependents will have the option of selecting medical coverage from one of the Flexible Benefits Plans, as outlined in Appendix B.

17.5 In addition, all employees will have the option of participating in Flexible Spending Accounts (FSAs) for reimbursable medical costs, dependent care costs, or premium sharing costs.

17.6 The Employer has the right to select insurance carrier(s), provided, however, that at least two medical plans will be offered and that the aggregate schedule of benefits currently enjoyed will not be substantially changed.

17.7 The Employer shall provide liability insurance (or self-insurance) for Guild employees. Such insurance shall defend and indemnify employees against allegations arising from all acts or omissions occurring within the scope of the duties and responsibilities of the employee's employment. Such insurance or self-insurance shall also cover all costs, including attorney's fees, connected with proposed or threatened suits and negotiated settlements, provided that the city need not indemnify or defend the employee for any act found by the department to be dishonest, fraudulent, criminal or malicious, or for any suit brought against the employee by or on behalf of the city.

18. Medical Examinations

18.1 The Employer has the right to require periodic medical examinations (physical and psychological) of all employees covered by this agreement provided the examination is job related and consistent with business necessity. The Employer also has the right to require certification from a physician that an employee is physically and mentally able to return to work following a period of disability leave.

19. Retirement Plans and Deferred Compensation

19.1 All employees shall participate in the State of Washington Law Enforcement Officers and Fire Fighters Pension System.

19.2 Employees may participate, at their option and cost, in the deferred compensation programs identified by the City (with at least two programs offered). In the event of a change, the City agrees to bargain the impacts of the selected programs prior to implementation of the change.

19.3 Effective January 1, 2026, the City will match, up to a maximum of three and one half percent (3.5%) of the employee's base salary, an employee's contribution to the deferred compensation program(s) offered by the City, with such contributions subject to IRS limitations.

19.4 HRA/VEBA. The City will administer a qualified HRA/VEBA account for each employee. In the event of a change, the City agrees to bargain the impacts of the selected VEBA program prior to implementation of the change. Effective January 1, 2026, the City will deposit an amount equivalent to a three quarters percent (0.75%) of the employee's base salary per month to each employee's HRA/VEBA account. Effective January 1, 2027, the City will deposit an amount equivalent to an additional one-quarter percent (0.25%) for a total of one percent (1.0 %) of the employee's base salary per month to each employee's HRA/VEBA account. Effective January 1, 2028, the City will deposit an additional amount equivalent to one-half percent (0.5%) for a total of one and one half percent (1.5 %) of the employee's base salary per month to each employee's HRA/VEBA account. The employee's HRA/VEBA account is owned by the employee, portable after separation, and usable both while actively employed and in retirement.

20. Training and Tuition Assistance

20.1 Training shall be scheduled by the Employer when such training is mandatory, and if the total training hours or total training and work hours for a particular day exceed the normally scheduled work day, with the exception of Basic Training Academy, then overtime provisions shall apply. If the training is voluntary on the part of the employee, then overtime shall not apply. In the case of Basic Training Academy, hours worked include only that time spent in actual class instruction. Study time and other personal time are not within the definition of hours worked.

20.2 Requests for tuition assistance to attend specialized individual training or academic training shall be processed in accordance with City policy.

21. Clothing Allowance

21.1 The Employer shall purchase and replace such clothing, uniforms, and other equipment as designated by the chief of police and shall make all necessary uniform replacements as the need arises. Members assigned to plain clothes duty shall be paid an annual allowance of $550 as authorized by the chief of police and as approved by the city manager. The plain clothes allowance shall be paid within one (1) month of assignment on a pro-rated basis for the remainder of the calendar year and paid annually thereafter the first pay period of February.

21.2 Employees agree to maintain all clothing and equipment in good condition and not subject it to abuse beyond the regular call of duty. The Employer shall provide for each employee a standard service sidearm and two (2) standard sets of handcuffs which the employee will maintain and return to the Employer upon the termination of service. The Employer shall determine the standard service sidearm and handcuffs to be provided. If the employee chooses to carry other than the issued sidearm, the employee will return the issued sidearm when authorized to carry an alternative sidearm.

21.3 The city will replace or repair eye glasses and/or authorized personal items damaged or destroyed beyond normal wear and tear while on duty. Personal items will be authorized for purposes of this section if (1) the employee has notified the division commander in writing that he/she intends to carry the item on duty; and (2) the division commander has given authorization to carry the item. The Employer shall act upon the matter within twenty-one (21) calendar days from the date the personal item was brought to the division commander's attention. The employee shall assist the Employer in securing restitution or indemnification through the courts by the Employer. It is not the intent of this article to compensate for an employee's negligence and/or carelessness.

22. Mileage Allowance

22.1 All employees required by the Employer to use their private cars for official police department business, as directed by the Employer, shall be compensated at the mileage rate established by the Internal Revenue Service. Maximum use shall be made by the Employer of employer-owned vehicles in order to avoid use of employees' cars. Compensation shall not be made for employees traveling from home to work and return.

23. Annexation

23.1 It is understood and agreed that in the event of an annexation to the City of Vancouver requiring a transition period to City public safety services, the City may, at its discretion, subcontract police services in the annexed

area to the Clark County Sheriff's Office for a reasonable transition period in order to permit the orderly and safe transition of police services to the annexed area. No layoffs of bargaining unit personnel shall occur during the term of this Agreement as a result of any actions under this Article.

23.2 It is further agreed that should the City hire law enforcement officers laid off from another jurisdiction, which is enveloped in the annexation, such law enforcement officers shall have their length of service in the other jurisdiction applied toward their seniority with the City for lay off purposes, provided they are laid off by inverse seniority as contemplated by RCW 35.13.360-400 (1993 c 189 sections 2-6).

24. Substance Abuse Policy

24.1 In order to protect the health and safety of employees, co-workers and the public, the City and the Guild agree that the City may implement its Substance Abuse Policy. If, during the term of this Agreement, the City adopts a different Substance Abuse Policy for other City employees, the Guild may, at its option, reopen this Article of the Agreement for the purpose of modifying the Substance Abuse Policy incorporated by this Article.

24.2 The City agrees to indemnify, defend and hold the Guild harmless from any liability arising from the implementation of the Substance Abuse Policy, including testing and discipline under that policy. The Guild agrees to indemnify, defend, and hold the City harmless from any liability arising from the Guild's actions in advising and counseling its members about testing and discipline under that policy.

24.3 This article does not waive any constitutional or other rights employees may have under state or federal law.

25. Violence Prevention in the Workplace

The Employer and the Guild agree that the City's Violence Prevention in the Workplace policy will be applied to Guild members. However, to invoke the search provisions of the policy, the City must first relieve the officer of duty because of reasonable suspicion of acts of violence as defined in the policy.

26. Educational Incentives

26.1 General Eligibility

Current active employees holding the rank of police officer, corporal, or sergeant may participate, if eligible, in the incentive program as described in the following sections of this Article. Benefits payable under the incentive program cease when an employee terminates, retires, or is on an extended leave of absence

without pay for more than thirty (30) consecutive calendar days. Such benefits shall cease effective on the date of termination or retirement; or, in the case of extended leave of absence without pay, on the thirty-first day of absence. Pay will be reinstituted effective on the first day of the month next following the employee's return to work.

A. To receive the second year award of 2.5% of base pay/month, the employee must:

(1) Have an associate degree from an accredited college or university in an eligible course of study; or

(2) Have completed 92 quarter hours or 54 semester hours and be currently enrolled in a bachelor's degree program at an accredited college or university in an eligible course of study.

To maintain eligibility for a second year award, an employee enrolled in a bachelor's degree program must furnish to the police chief and human resources director a copy of the official grade report at the end of each quarter or semester and must keep them apprised, in writing, of any circumstances which affect eligibility for educational incentive.

If the employer directs the employee to a work or training assignment that requires the employee to temporarily withdraw from school, payments shall continue under the educational incentive program during such assignment, provided the employee must re-enroll in school at the beginning of the quarter following termination of such assignment. If re-enrollment does not occur, benefits paid beyond the date such assignment ended shall be repaid to the city by the employee.

B. To receive the fourth year award of 5% of base pay/month the employee must:

(1) Have a bachelor's degree from an accredited college or university in an eligible course of study.

(2) It is the employee's responsibility to assure that timely documentation of educational attainment is provided to the Office of the Chief in the form of an official college transcript or degree or both. Payment of incentive awards will begin effective the first day of the payroll period following the date such documentation is provided.

C. Only courses taken through schools accredited by or through the Council for Higher Education Accreditation (CHEA) will be

accepted in determining eligibility for educational incentive.

D. The employee's degree must be job-related or contribute to improved performance.

E. Questions arising out of the administration of this program will be resolved by a committee consisting of the police chief and human resources director; however, this will not prevent an employee from seeking redress through the grievance procedure.

27. Performance Evaluations

27.1 Requirements for Evaluation

The performance of each member of the bargaining unit shall be evaluated three (3) months prior to the end of a probationary period following hire or promotion to evaluate progress toward successful completion of the probationary period and as follows:

A. At the end of the probationary period and at the beginning of each annual review period thereafter, supervisors will meet with employees to set development goals for the upcoming year.
B. Supervisors will meet with employees mid-way through the evaluation period to evaluate progress toward the established development goals.
C. Annually, supervisors will meet with employees to evaluate work performance for the previous year and whether established development goals were accomplished.

The established development goals, six (6) month evaluation and twelve (12) month evaluation shall be documented in the approved department format.

27.2 Evaluations shall be conducted by a supervisor who has observed in a supervisory capacity the employee's performance for twelve months. If this is not the case, the evaluator shall note and take into account the period of observation. If the immediate supervisor has less than six months of observation, the predecessor supervisor, if available and if he/she has observed the employee for more than six (6) months, shall make the evaluation. If the predecessor is not available, the commanding officer, in consultation with the immediate supervisor, shall conduct the evaluation. Standards of evaluation shall be made known to the bargaining unit and all evaluators.

Career development goals shall be set by the supervisor performing the evaluation for the previous year in collaboration with the supervisor for

the upcoming year and the employee.

27.3 When a supervisor determines that an employee's performance needs improvement in any area, the evaluating supervisor(s) shall state the reason(s) and shall identify specific goals, instruction, training or other means for improving performance in that area.

27.4 After the evaluation is made, the employee shall be given a copy. The rating supervisor and the employee shall meet to discuss the evaluation. The employee may respond in writing and the response shall be attached to the evaluation.

28. Grievance Procedure

28.1 For purposes of this Agreement, the term "grievance" means any dispute between the Employer, on the one hand, and the Guild or an employee, on the other, concerning the interpretation, application or alleged violation of any term of this Agreement. For purposes of this Article, the term "employee" shall include both members of the bargaining unit and the Guild. The parties agree to make every effort to settle grievances at the earliest step possible.

28.2 Procedure

Grievances shall be processed in accordance with the following procedure:

Grievances shall be presented by the employee to the employee’s first level supervisor outside of the bargaining unit within twenty-one (21) days of the date of the alleged violation of the Agreement.

The written grievance shall include the following information:

(1) A description of the grievance and how the employee(s) was/were adversely affected.

(2) A statement of the section(s) of the Agreement allegedly violated and the nature of the violation.

(3) The date of the incident(s) grieved.

(4) A description of the remedy sought by the employee(s).

(5) Identity of the employees affected.

(6) Specification of whether the grievance procedure should begin at step 1 or step 2.

a. For a grievance that involves discipline imposed by the Chief, the grievance may be initiated at Step 1 or Step 3.
b. For any other grievance, the grievance may be initiated at Step 1 or Step 2.

The written grievance shall be signed by the employee.

Step 1: The parties will use an interest-based problem solving process to resolve the issues identified in the grievance. The process will include all individuals necessary and with authority to reach a resolution. Any resolution of the grievance will be in writing and signed by the parties. If the parties agree that they are unable to resolve the grievance, the parties will outline the areas of disagreement in a memorandum.

The employee may advance the grievance to the next step by delivering the memorandum to the Office of the Chief at any time within twenty-one (21) days of filing the grievance. If the grievance is not resolved in twenty-one (21) days, the grievance will automatically advance to step 2.

Step 2: If the grievance remains unresolved following step 1, the chief of police may meet with the employee and the employee's Guild representative. The chief shall make a decision on the grievance, in writing, within 21 days of receipt of the grievance.

Copies of the chief's decision shall be mailed or emailed and delivered to the employee and to the Guild.

If the grievance involves a termination of employment, the employee may advance the grievance to Step 3. For all other grievances, the grievance may be advanced to Step 4.

Step 3: If the grievance remains unresolved after the Chief of Police's decision is rendered in Step 2, the employee may deliver the grievance in writing to the City Manager or his designated representative, with a copy to the Chief within fourteen (14) days after receipt of the decision reached by the Chief in Step 2. They City Manager or his designee may meet with the employee and Guild representative, the Chief of Police, and other directly involved individuals as determined by the City Manager or designee to be appropriate. They City Manager or his designee shall render his decision, in writing, within sixty (60) days of receipt of the grievance. The City Manager or his designee shall mail, email or deliver copies of his decision to the employee, the Guild, and the Chief of Police.

Within the first thirty (30) days of the sixty (60) day period, the parties shall select an arbitrator consistent with Article 28.3 and schedule the arbitration hearing.

Step 4: If the grievance remains unresolved after the decision is rendered in Step 2 or Step 3, as applicable, the Guild shall decide whether the final step in the grievance procedure will be arbitration or civil service appeal. The Guild will provide the City with a written notice electing a final step within fourteen (14) days after the mailing, emailing or hand delivery of

the decision.

28.3 If the grievance is submitted to arbitration by the Guild, the following arbitrator selection procedures shall apply.

For non-disciplinary grievances, the parties shall attempt to mutually agree on a disinterested third party to serve as arbitrator. In the event the Employer and the Guild are unable to agree on an arbitrator, the arbitrator shall be selected by the process of elimination from a panel of seven (7) arbitrators furnished by the Public Employment Relations Commission (PERC) or the Federal Mediation and Conciliation Service (FMCS). The request to PERC or FMCS shall state the general nature of the issues raised by the grievance and ask that the nominees be qualified. The parties shall promptly strike from the list received. The first strike shall be determined by the toss of a coin. The decision whether to use PERC or FMCS will be by mutual agreement or determined by a toss of a coin.

For disciplinary grievances, the guild shall apply to PERC for an arbitrator assignment under PERC's arbitrator assignment process for law enforcement personnel disciplinary grievances established under RCW 41.58.070

28.4 The arbitrator shall consider and decide only the specific issue(s) submitted by the Employer and/or the Guild at the hearing, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the Agreement and shall not have jurisdiction to add to, detract from or alter in any way the provisions of this Agreement. A decision within the jurisdiction of the arbitrator shall be final and binding upon all parties. The expenses and fees incumbent to the services of the arbitrator shall be paid by the losing party. Each party shall be responsible for compensating its own representatives and witnesses. Either party may cause a verbatim recording of the hearing to be made, provided it pays the cost of the record. If the other party desires a copy, the cost of the recording and preparation of a transcript shall be shared equally.

28.5 A grievance that involves or affects a significant number of the employees in the bargaining unit may be introduced by the Guild in written form to the Chief of Police under step 2 of the grievance procedure.

28.6 Provided the Guild has given the City Manager notice that it intends to file a grievance not more than 129 days after the officer was placed on administrative leave and meet with the City Manager upon request, the Guild may grieve the placement of an officer on administrative leave for more than 150 days. Such grievance will be heard on an expedited basis

by Arbitrator [parties to agree on 3-5 arbitrators to list as this panel]. The Arbitrator with the earliest available hearing date will conduct the arbitration. The Arbitrator will be requested to issue an expedited, summary award. The Arbitrator's fees and expenses will be borne by the City if the officer is removed from administrative leave and by the Guild if the Arbitrator continues the administrative leave.

28.7 If a grievance is not advanced in accordance with the time limits set forth above, the grievance shall be considered waived or granted, unless the parties mutually agree to extend the time limits for a given step. For the purpose of this Article 28, “days means calendar days.

28.8 Discipline Review Board

A Discipline Review Board will review all investigations that result in termination of employment. The review will be requested and performed at any time following receipt of a grievance and before a decision is reached by the City Manager or his designee. The Discipline Review Board, its review of any internal affairs investigation, and its recommendations will not be offered as evidenced in any grievance arbitration between the parties. Should either party offer such evidence, the arbitration hearing will be suspended and a new arbitrator selected to hear the grievance. The party making the offer will bear any additional arbitration fees and costs incurred.

29. Employee Discipline/Termination

29.1 No employee shall be disciplined except for just cause. The Employer may take disciplinary action by written reprimand, suspension, demotion, or discharge.

29.2 Employees shall be given an opportunity to review and comment upon all disciplinary letters or performance evaluations that are placed in their personnel files. Employees shall be requested to sign the disciplinary letter. Signature thereon shall not be construed as an admission of guilt or concurrence with the disciplinary action, but rather as an indication that the employee has seen and comprehends the nature of the disciplinary action. Copies of all disciplinary letters shall be given to the employee at the time the discipline is imposed. Notice of such disciplinary action shall be given to the Guild at the same time.

29.3 An employee suspended without pay may request to forfeit accrued paid days off on a day-for-day basis, in lieu of the suspension.

29.4 Disciplinary investigations shall be conducted in accordance with the department's IA program. Any changes in the IA program shall be developed jointly between the chief of police and the Guild's executive

board.

30. Smoke-Free Work Environment

30.1 Policy

The City seeks to promote a safe, healthy and pleasant work environment for all employees. In response to increasing evidence from medical studies showing that tobacco smoke creates a health hazard for persons exposed to the smoke, all city facilities, including city-owned buildings, vehicles, individual employee offices, and offices or other facilities rented or leased by the city will be smoke free.

The City and the Guild have also agreed to a Vancouver Police Department policy establishing guidelines for the use of smokeless tobacco.

30.2 Procedure

A. "No Smoking" signs will be posted at all city locations and all city employees will participate in creating a smoke-free environment. Ash receptacles will be placed in convenient locations for those employees who wish to step outside a building to smoke.

B. The city will offer assistance and support to employees who wish to quit smoking or using smokeless tobacco by providing periodic stop smoking/using smokeless tobacco classes sponsored by the city's wellness program.

C. Visitors to any of the city's facilities will be requested to comply with the city's efforts to maintain a smoke-free environment.

31. Use of City's Electronic Mail System

The Vancouver Police Officers Guild may use the City's electronic mail system to notify its members of Guild meetings.

A. The number of notifications will be minimal, e.g., less than 10 per year.

B. The actual message will be short, including notification of the date, time and place of the meeting; and an agenda for the meeting.

C. Only Guild Executive Board members will have authority to send the e-mail messages.

D. The e-mail messages will be notifications only, with no opportunity

for reply to the message.

E. Any messages sent over the City's electronic mail system are subject to City policies pertaining to its electronic communication system.

The City may terminate the Guild's use of the electronic mail system with 10 days' notice if there is a violation of the terms outlined in this article, if the e-mail messages sent by the Guild create a problem for the computer system, or if the City is required to permit other businesses or non-profit groups to use its electronic mail system because of the Guild's use of the system.

32. Police Officer Bill of Rights

32.1 The City of Vancouver and the Vancouver Police Officer's Guild recognize the importance of a cooperative effort to ensure fairness to employees without unduly limiting the rights of management.

32.2 The Vancouver Police Officer's Guild believes that effective law enforcement depends upon the maintenance of stable employer-employee relations between police officers and their employers. In order to assure that stable relations are continued throughout the city and to further assure that effective services are provided to all residents of the city it is necessary that this document be applicable to, and strictly adhered to by all concerned parties.

32.3 Except as otherwise provided by law, or whenever on duty or in uniform, no police officer shall be prohibited from engaging, or be coerced or required to engage in political activity.

32.4 For the purpose of this Article, disciplinary actions means written reprimand, suspension, demotion or discharge as specified in Section 29.1 of this Agreement.

32.5 Transfer to Another Job Position - An employee may be temporarily removed from the employee's job position or specialty assignment during the investigation and placed in another established position or a position created for the employee within VPD. This action is not disciplinary and will not result in a reduction or loss of wages. This may include directing a uniformed employee to work in civilian clothing. The employee must be returned to his/her job position or specialty assignment if the allegations are found not sustained, exonerated or unfounded unless the City has reasonable grounds not to return the employee to the position or assignment.

32.6 It is recognized that the use of deadly force is a traumatic experience.

During investigations regarding deadly force, officers shall provide sufficient information so as not to hinder the investigation or obstruct the securing of the scene or apprehension of suspects. However, any written statement or detailed oral statement shall be obtained after the subject officer is advised of his/her rights and allowed to consult with a Guild representative or attorney. Such consultation shall not unduly delay the giving of the statement.

32.7 Interviews

When any police officer is questioned pursuant to VPD Internal Affairs Investigations Policy the interview shall be conducted under the following conditions. Provided that this section shall not apply to situations such as any interview of a police officer in the normal course of duty, counseling, instruction, or informal verbal admonishment by or other routine or unplanned contact with a supervisor or any other police officer, nor shall this section apply to an investigation concerned solely and directly with alleged criminal activities.

A. The interview will be conducted at a reasonable hour, preferably at a time when the police officer is on duty, unless the seriousness of the investigation requires otherwise or there is a mutual agreement to conduct the interview during off duty time. If the interview does occur during off-duty time, the police officer shall be compensated for any off-duty time in accordance with this Agreement.

B. Employees shall be given at least 24 hours' notice of scheduled interview times unless this delay in conducting the interview would jeopardize the successful completion of the investigation. The notice will advise the employee whether he is being interviewed as a witness to or subject of the investigation.

C. The officer under investigation shall be informed of the nature of the investigation prior to any interview and given information necessary to reasonably apprise the officer of the specific allegations, conduct or incident under investigation.

D. At the start of the interview the officer shall be informed of the rank, name and command of the officer in charge of the interview, the officers conducting the interview, and all other persons to be present during the interview. All questions directed to the officer shall be asked by and through no more than two interrogators at one time.

E. The length of the interview shall be for a reasonable period of time taking into consideration the gravity and complexity of the issue

being investigated. The officer shall be allowed to take reasonable breaks during the interview process.

F. The officer shall not be subjected to offensive language or threatened with punitive action except that an officer refusing to respond to questions or submit to questioning shall be informed that failure to truthfully and fully answer questions that are specifically and directly related to the allegations, conduct, incident, their duties, or their fitness for duty may result in disciplinary action.

G. No promise of reward shall be made as an inducement to answer any question.

H. No statement made during an interview by an officer under unlawful duress, coercion or threat of punitive action shall be admissible in any subsequent proceeding between the City and the Guild. No such statement shall be admissible or discoverable in any other civil proceeding except as required by law.

32.8 Guild Representation

A Officers have a right to have a Guild representative, who may be a Guild attorney, present during the interview. Officers who reasonably believe that an interview might result in discipline have a right to union representation by a Guild member or Guild attorney. The City will provide the Guild with a copy of the notice of investigation given any officer when the notice is given the officer.

B. Officers who are witnesses in an Internal Affairs investigation may also have a Guild representative (Guild member or Guild attorney). The representative may assist and counsel the employee and reasonably assure that the employees' rights are protected, including making brief, non-argumentative objections to questions asked. The representative will not disrupt the interview or prevent the investigator from obtaining the employee's truthful testimony. If the representative wants to make an extended argument or some other statement, he will wait until the end of the interview to do so.

C. *City Opens* 9/3/2025 – The representative shall not be a person subject to the investigation or a witness in the investigation. The representative, if not a Guild attorney, shall not be required to disclose, nor be subject to any punitive action for refusing to disclose, any information received from the officer under investigation for non-criminal matters.

32.9 The complete interview of a police officer may, consistent with applicable

laws, be recorded by an audio taping device. If a tape recording is made of the interview, the police officer shall have access to the tape if any further proceedings are contemplated or prior to any further questioning at a subsequent time. If any transcription of the interview is made, the officer shall, upon request, be provided a copy without cost. The police officer being questioned shall have the right to bring a tape recording device and record any and all aspects of the interview.

32.10 No police officer shall be compelled to submit to a polygraph examination or voice stress analyzer against the employee's will. No disciplinary action or other recrimination shall be taken against an officer refusing to submit to such examination, nor shall any comment be entered anywhere in the investigator's notes or anywhere else that the police officer refused to take such examination, nor shall any testimony or evidence be admissible at a subsequent hearing, trial, or proceeding, judicial or administrative, to the effect that the police officer refused to take such examination.

32.11 No police officer shall be required or requested to disclose any item of the employee's property, income, assets, source of income, debts or personal or domestic expenditures, nor shall any officer be compelled to provide medical and/or laboratory information to investigators unless such information is obtained or required under this Agreement, state law or proper legal procedure.

32.12 No police officer may be disciplined for alleged misconduct if the City has known of the allegations for more than 12 months provided:

A. That this 12-month limitation period shall apply only if the act, omission, or other misconduct occurred on or after January 1, 2015. In the event that the City determines that discipline may be taken after January 1, 2015, it shall complete its investigation and notify the officer of its proposed discipline by written notice, except as provided in paragraph (B) below.

B. The City shall not be required to impose the discipline within that one-year period:

(1) If the act, omission, or other allegation of misconduct is also the subject of a criminal investigation or criminal prosecution, the time during which the criminal investigation or criminal prosecution is pending shall toll the one-year time period.

(2) If the police officer waives the one-year time period in writing, the time period shall be tolled for the period of time specified in the written waiver.

(3) If the investigation is a multijurisdictional investigation that requires a reasonable extension for coordination of the involved agencies.

(4) If the investigation involves more than one employee and requires a reasonable extension.

(5) If the investigation involves an employee who is incapacitated or otherwise unavailable.

(6) If the investigation involves a matter in civil litigation where the public safety officer is named as a party defendant, the one-year time period shall be tolled while that civil action is pending.

(7) If the investigation involves a matter in criminal litigation where the complainant is a criminal defendant, the 12 month time period shall be tolled during the period of that defendant's criminal investigation and prosecution.

(8) If the investigation involves an allegation of workers' compensation fraud on the part of the police officer.

(9) a) Where a predisciplinary grievance procedure is required or utilized, the time for this response or procedure shall not be governed or limited by this Section.

b) If, after investigation and any grievance response or procedure, the City decides to impose discipline, the City shall notify the officer in writing of its decision to impose discipline, including the date that the discipline will be imposed, within 30 days of its decision, except if the police officer is unavailable for discipline.

(10) Notwithstanding the 12-month time period specified in this section, an investigation may be reopened against a police officer if both of the following circumstances exist:

a) Significant new evidence has been discovered that is likely to affect the outcome of the investigation.

b) One of the following conditions exist:

i) The evidence could not reasonably have been discovered in the normal course of

investigation without resorting to extraordinary measures by the City.

ii) The evidence resulted from the officer's predisciplinary grievance or procedure.

32.13 No police officer may be disciplined solely because that officer's name has been placed on a Brady list or because that officer's name may otherwise be subject to disclosure pursuant to Brady v. Maryland, 373 U.S. 83 (1963) provided that a police officer may be disciplined based on the underlying acts or omissions for which that officer's name was placed on the Brady list or may otherwise be subject to disclosure pursuant to Brady v. Maryland. Further, nothing within this section shall prevent the City from terminating an employee who can no longer perform the essential functions of his/her job.

32.14 City property and systems, including but not limited to, vehicles, computers, telephones, office furniture and lockers, are the sole property of the City. The City reserves the right to search such property and systems when reasonable suspicion exists that a law or city policy has been violated, provided that such searches shall be conducted in compliance with applicable laws.

32.15 The employer shall not cause the officer under investigation to be subjected to visits by the press or news media without the employee’s express consent nor shall the employee’s home address or photograph be given to the press or news media without the employee’s express consent or unless required by law.

32.16 The police officer shall be entitled to review the complete final investigation file as provided in VPD Internal Affairs policy.

32.17 All information regarding the investigation, including the tape and any transcription of the tape shall be subject to the confidentiality provisions of the VPD Internal Affairs Policy.

32.18 If the City refers an allegation to an outside agency for a criminal investigation or to a Vancouver detective for criminal investigation, the officer will be promptly notified of this action unless notification would jeopardize the successful completion of the criminal investigation.

32.19 Nothing in this document shall preclude the Chief of Police from ordering a police officer to cooperate with other agencies involved in criminal or internal affairs investigations of a VPD member or of an employee of another law enforcement agency. If an officer fails to comply with such an order, the Department may officially charge the employee with insubordination.

32.20 No police officer shall have documentation of disciplinary action placed in the employee's personnel file, or any other file used for any personnel purposes by the City without the police officer having an opportunity to read and sign the document. Except that, the documentation may be placed in a personnel file if the officer refuses to sign it. If an officer refuses to sign, the fact should be noted on the document and signed or initialed by such officer.

The City will retain and may rely on personnel records and PSU files consistent with State law and Vancouver Police Department PSU Policy.

32.21 No police officer shall be subjected to disciplinary action, denied promotion, or subjected to other recrimination because of the lawful exercise of the rights granted under this Agreement, or the exercise of any rights under any existing administrative grievance procedure.

32.22 In the event the Employer offers a police officer the option of resigning in lieu of discipline, the Employer will notify the Guild that the offer has been made and the Employer will allow the police officer up to seven days to consider the option.

32.23 The City shall not deny or refuse any police officer the rights and protections guaranteed to them by this document.

32.24 Disputes concerning the Police Officer Bill of Rights may be resolved according to the grievance procedure specified by this Agreement.

33. Contract Interpretation

33.1 The Employer and the Guild agree that past practices that are mandatory subjects of bargaining and are not specified by this Agreement but known by both the Guild and the Employer shall remain unchanged, unless bargained consistent with RCW 41.56.

33.2 The intention of the parties to this Agreement is that this Agreement and all working agreements shall be consistent with the Personnel Regulations of the Vancouver Municipal Code (Chapter 2.45). Where it is found that the provisions of this Agreement are in conflict with the Personnel Regulations, the Agreement shall be deemed controlling. The language of the Agreement shall be the basis for recommending an amendment to the Regulations.

33.3 If any Article of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such court, the remainder of this Agreement shall not be effected thereby and the parties shall enter into immediate collective bargaining negotiations for the

purpose of arriving at a mutually satisfactory replacement for such article.

34. Termination and Renewal

a. This Agreement is effective January 1, 2026, and shall remain in full force and effect through December 31, 2028.

b. Pursuant to the provisions of RCW 41.56, the Employer agrees to commence negotiations with the Guild not later than June 1, of the expiration year, provided the Guild notifies the Employer, in writing, no later than May 1, of its intent to reopen the agreement and commence negotiations to modify wages, hours, and other terms and conditions of employment for the employees covered by this Agreement.

VANCOUVER POLICE OFFICERS GUILD
Rates of Pay

Effective January 1, 2026 through December 31, 2026

Effective January 1, 2026 increased seven percent (7%).

	RECRUIT	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
POLICE OFFICER	7,615	8,016	8,438	8,882	9,349	9,841	10,359
POLICE CORPORAL			9,156	9,638	10,145	10,679	11,242
POLICE SERGEANT			10,348	10,893	11,466	12,070	12,705

Effective January 1, 2027 through December 31, 2027

Effective January 1, 2027 increased three percent (3%).

	RECRUIT	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
POLICE OFFICER	7,843	8,256	8,691	9,148	9,630	10,136	10,670
POLICE CORPORAL			9,431	9,927	10,450	11,000	11,579
POLICE SERGEANT			10,659	11,220	11,810	12,432	13,086

Effective January 1, 2028 through December 31, 2028

Effective January 1, 2028 increased three percent (3%).

	RECRUIT	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
POLICE OFFICER	8,079	8,504	8,951	9,422	9,918	10,440	10,990
POLICE CORPORAL			9,714	10,225	10,763	11,330	11,926
POLICE SERGEANT			10,979	11,556	12,165	12,805	13,479

The differential between police officer and corporal is 8.5%. The differential between police officer and sergeant, resulting from the negotiated wage increases above, is 22.7%.

APPENDIX B
VANCOUVER POLICE OFFICERS GUILD

FLEXIBLE BENEFITS PLAN

The Guild will move to the 2026 Plan Design and amounts as provided in the attached document.

Employees will be able to choose from the following medical and dental plans.

Medical Option #1 Kaiser Traditional HMO

Medical Option #2 Kaiser High-Deductible HMO

Medical Option #3 Regence Traditional PPO

Medical Option #4 Regence PPO High-Deductible

Dental Option #1 Delta Dental

Dental Option #2 Willamette Dental

Dental Option #3 Kaiser Dental HMO

Vision Option # 1 VSP Vision (for Regence Plans)

Vision Option # 2 Included in Kaiser Medical Plans

Employees may choose any combination of medical/dental plans. In addition, members have an opt-out/cash- back option for eligible employees upon certification of other group coverage.

Two Consumer Driven Health Plans (CDHPs), one through Regence Blue Cross/Blue Shield of Oregon and one through Kaiser are available options. The CDHP plans will include a Health Savings Account (HSA).

The City will make an annual contribution in January to the employee's HSA

plan in the amount of one thousand six hundred dollars ($1,600) for employee-only coverage, or three thousand two hundred dollars ($3,200) for those with one or more dependents, in a manner compliant with applicable state and federal laws.

Employees that do not transition to the CDHP plan will maintain the option of participating in Flexible Spending Accounts (FSAs) for reimbursable medical costs and premium sharing costs. All employees will continue to be eligible to participate in an FSA for dependent care costs.

Dated this _____ day of _____, 2026

For the Employer	**For the Union**
_____	_____
Lon Pluckhahn, City Manager	Jeff Anaya, President
_____	_____
Antoinette Gasbarre, HR Director	Anil Karia, Attorney for VPOG

Approved as to form:

_____
Nena Cook, City Attorney

Attest:

_____
Anthony Glenn, City Clerk

AN ORDINANCE relating to management of the public rights-of-way, granting to Mashell Telecom, Inc. d/b/a Lightcurve and its affiliates ("Grantee"), a corporation (collectively "Parties"), a non-exclusive and revocable Franchise to install, operate and maintain a telecommunication system in, on, over, upon, along, and across Public Ways of the City of Vancouver, Washington("City"), establishing certain rights, duties, terms, and conditions with respect to the Franchise; and setting an effective date and conditions. Grantee and City are sometimes collectively referred to as the "Parties."

Staff Report: 075-26

To: Mayor and City Council
From: City Manager
Date: April 6, 2026

Subject
Right-of-way Telecommunications Franchise Ordinance Agreement for Mashell Telecom, Inc. doing Business as Lightcurve

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

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

Present Situation
A franchise would allow Mashell Telecom, Inc. doing business as Lightcurve (Lightcurve) to occupy and utilize portions of the City's rights-of-way for the purpose of installing, maintaining, and operating a fiber broadband business. Cities cannot deny the grant of a franchise like this, but may require a permit or franchise for the use of its rights-of-way for telecommunications facilities pursuant to RCW 35.99.030. The City is precluded from charging a franchise fee for this use pursuant to RCW 35.21.860.

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

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

Advantage(s)
This proposed franchise would formalize the terms and conditions for Lightcurve's use of the City's

rights-of-way.

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

Budget Impact
None

Prior Council Review
None

Action Requested
On April 6, 2026, advance the ordinance on first reading, setting a date for second reading and public hearing on May 11, 2026.

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

Attachments:
1. Ordinance

ORDINANCE M - _____

AN ORDINANCE relating to management of the public rights-of-way, granting to Mashell Telecom, Inc. d/b/a Lightcurve and its affiliates ("Grantee"), a corporation (collectively "Parties"), a non-exclusive and revocable Franchise to install, operate and maintain a telecommunication system in, on, over, upon, along, and across Public Ways of the City of Vancouver, Washington ("City"), establishing certain rights, duties, terms, and conditions with respect to the Franchise; and setting an effective date and conditions. Grantee and City are sometimes collectively referred to as the "Parties."

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

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

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

WHEREAS, the City Council has the authority to grant franchises for the use of its Public Ways pursuant to Vancouver Charter Sections 2.05 and 2.12, RCW 35.22.280 and chapter 35.99 RCW; and

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

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

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

Section 1. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and abbreviations have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number.

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

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

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

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

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

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

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

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

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

"Grantee" means Mashell Telecom, Inc. d/b/a Lightcurve and its affiliates, a corporation licensed to do business in Washington, or its lawful successor, transferee, or assignee.

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

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

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

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

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

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

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

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

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

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

Section 4. Revocation. This Franchise may be revoked by the City Council by subsequent ordinance in the event Grantee fails after notice or demand to comply with any term of this Franchise, but the City shall have no obligation to do so. No forbearance by City of any term or condition of this Franchise shall ever comprise a waiver or estoppel of City's right to enforce the term.

Section 5. Recovery of Costs; Taxes.

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

5.2 City may recover from Grantee any applicable tax authorized by RCW 35.21.865. This

Franchise is premised upon City and Grantee's agreement that either Grantee is a "service provider" as used in RCW 35.21.860 and defined in RCW 35.99.010(6), or Grantee's Telecommunication Services fall within the definition of "telephone business" in RCW 82.16.010. As such, the rights granted under this Franchise are not conditioned upon payment of a franchise fee or other compensation for use of the Public Ways. The City reserves its right to impose a fee on Grantee to the extent authorized by law, for purposes other than to recover its administrative expenses, in the event that statutory prohibitions on the imposition of these fees are removed, or Grantee no longer falls within the definition of "service provider" in RCW 35.99.010(6) and Grantee's Telecommunication Services fall outside the definition of "telephone business" in RCW 82.16.010. Under those circumstances, the City also reserves its right to require that Grantee obtain a separate franchise for its change in use, which may include provisions intended to regulate Grantee's operations. Nothing in this Franchise shall limit the City's right of taxation as authorized by current or future law.

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

Section 7. Relocation of Facilities.

7.1 City shall have prior and superior right to the use of its Public Ways and other public properties for installation and maintenance of its facilities and for other governmental purposes. City retains full power to make all changes, relocations, repairs, maintenance, establishments, improvements, dedications, or vacation of the same as City may deem fit, including the dedication,

establishment, maintenance, and improvement of all new Public Ways and other public properties of every type. Any removal or replacement of Grantee's Facilities shall be at the sole expense of Grantee unless otherwise required by RCW 35.99.060. If Grantee fails to remove, adjust, or relocate its Facilities by the date established in the City's written notice to Grantee and consistent with RCW 35.99.060, City may cause and/or effect the removal, adjustment, or relocation, and the expense shall be paid solely by Grantee. Grantee shall in all cases have the privilege to temporarily bypass, in the authorized portion of the same Public Way upon approval by City, any portion of its Facilities required to be temporarily disconnected or removed.

7.2 If the City determines that the public improvement project necessitates the relocation of Grantee's then-existing Facilities, City shall:

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

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

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

7.3 Grantee may, after receipt of written notice requesting a relocation of its Facilities, submit to City written alternatives to relocation. City shall evaluate proposed alternatives and advise Grantee in writing if one or more of the alternatives are suitable to accommodate the work

which would otherwise necessitate relocation of the Facilities. If requested by City, Grantee shall submit additional information to assist City in making this evaluation. City shall give each alternative proposed by Grantee full and fair consideration. In the event City ultimately determines that there is no other reasonable alternative, Grantee shall relocate its Facilities as otherwise provided in this Section.

7.4 The provisions of this Section shall not preclude or restrict Grantee from making any arrangements it deems appropriate when responding to a request for relocation of its Facilities by any person or entity other than City where the Facilities to be constructed are not or will not become City owned, operated, or maintained facilities provided that arrangements do not delay a City construction project without prior written City approval.

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

Section 8. Non-Interference with Existing Facilities.

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

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

Section 9. Movement of Grantee's Facilities for Others. Whenever any third-party has obtained permission from City to use any Public Way for moving any oversized load, upon at least 14 days' written notice from City, Grantee shall move any of Grantee's Facilities that may obstruct the movement of the oversized load; provided, that the third party desiring to move the oversized load shall pay all expenses, and the path for moving the oversized load should be the path of least interference to Grantee's Facilities as determined by City. Upon good cause shown by Grantee, City may require more than 14 days' notice to Grantee to move its Facilities.

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

Section 11. Abandoned Facilities.

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

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

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

Section 12. Removal of Facilities at End of Franchise. Upon the expiration, termination, or revocation of the rights granted under this Franchise, Grantee shall remove all Facilities from the Public Ways within 30 days. If Grantee fails to do so, the City may remove the Facilities and will be entitled to full reimbursement for all costs from Grantee for the removal.

Section 13. Undergrounding of Facilities.

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

13.2 Whenever the City or other governmental entity requires or initiates undergrounding of aerial utilities in any area of the City, Grantee shall underground its Facilities as specified by City. The location of any relocated and underground Facilities is subject to approval by City. Grantee is encouraged to contact and negotiate with other affected utilities so that all costs for

common trenching, common utility vaults, and other costs not specifically attributable to the undergrounding of any particular facility are shared fairly and proportionately by all utilities involved in the undergrounding project. The costs of the undergrounding of Facilities shall be as provided in RCW 35.99.060 as adopted or amended.

Section 14. Construction Standards.

14.1 All work authorized and required by this Franchise shall comply with all generally applicable federal, state, and local regulations, laws, and practices. Grantee is responsible for the supervision, condition, and quality of the work done whether it is by itself or by contractors, assigns, or agents. Application of this Section fulfills the City's public trustee role in administering the primary use and purpose of public properties, and not for relieving Grantee of any duty, obligation, or responsibility for the competent design, construction, maintenance, and operation of its Facilities. Grantee is responsible for the supervision, condition, and quality of the work done whether it is by itself or by contractors, assigns, or agencies. Applicable laws include, but are not limited to:

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

Chapter 11.60 VMC - Street Use Permits;

Chapter 11.80 VMC - Street and Development Standards;

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

Chapter 12.04 VMC - Street Trees;

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

RCW 58.09.130 - Monuments Disturbed by Construction Activities

14.2 If Grantee plans or is required to excavate trenches pursuant to this Franchise, Grantee

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

Section 15. Restoration after Construction or Damage. Grantee shall, after installation, construction, relocation, maintenance, removal, or repair of its Facilities, restore the Public Ways, land surveyor monuments, and any other City-owned property which may be disturbed by the work to at least the same condition that it was in immediately prior to any work by Grantee, reasonable wear and tear excepted. City shall have final approval of the condition of Public Ways and City-owned property after restoration. Grantee agrees to promptly complete all restoration work and to promptly repair any damage caused by work to the Public Ways or other affected areas and City-owned property at its sole cost and expense and shall be responsible for said restoration work and repair of damage done by Grantee to City facilities for the life of the Franchise. Grantee also agrees to restore all other existing facilities and/or property damaged by Grantee's work, at its sole cost and expense.

Section 16. Emergency Work by Grantee - Permit Waiver. In an emergency in which Grantee's Facilities break, or are damaged, or if Grantee's construction area is otherwise in a condition to pose an imminent risk to life, health, or safety of any person or property, Grantee shall immediately take proper emergency measures to repair its Facilities, and to cure or remedy the dangerous conditions in order to protect the life, health, or safety of individuals or property without first applying for and obtaining any permit required by the Vancouver Municipal Code or this Franchise. However, this shall not relieve Grantee from the requirement of

immediately notifying City of the emergency work by phone or email, and obtaining any permits necessary after the emergency work, not later than the second succeeding day during which the City's Public Works and Permitting offices are open for business.

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

17.1 Whenever construction, installation, or excavation of Facilities authorized by this Franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining public way, street, or public place, or endangers the public or City-owned property, City may direct Grantee, at Grantee's sole expense, to take action to protect the public, adjacent public places, City-owned property, streets, utilities, and Public Ways, including a compliance schedule set by City.

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

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

Section 18. Performance Bond Relating to Construction Activity.

18.1 Before undertaking any work, installation, improvements, construction, repair, relocation, or maintenance authorized by this Franchise, whether by Grantee or a third-party that Grantee contracts with to perform the work, Grantee shall furnish to the City a performance bond executed by Grantee and a corporate surety, authorized to operate a surety business in the State of

Washington, in the amount of $25,000 to ensure performance of Grantee's obligations under this Franchise.

18.2 The performance bond shall be conditioned to require that Grantee observe all the covenants, terms, conditions, and obligations of this Franchise, including to repair or replace any defective work or materials discovered in the City's Public Ways. This bond shall remain in effect for the life of this Franchise and is intended to replace the need to get a separate performance bond for each individual project by Grantee. In the event Grantee proposes to construct a project for which this bond would not financially ensure performance of Grantee's obligations under this Franchise, City is entitled to require a larger bond as may be appropriate under the circumstances.

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

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

Section 21. Reservation of Rights by City.

21.1 City reserves the right to refuse any request for a permit to extend Facilities. Any refusal shall be supported by a written statement from City that extending the Facilities, as

proposed, would be detrimental to the public health, safety, or welfare.

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

Section 22. Safety. All of Grantee's Facilities shall be constructed and maintained in a safe and operational condition. Grantee shall follow all safety codes and other applicable regulations in the installation, operation, and maintenance of its Facilities.

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

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

Section 25. Environmental. Grantee shall comply with all environmental protection laws, rules, recommendations, and regulations of the United States and the State of Washington, and their various subdivisions and agencies as adopted or amended and shall indemnify and hold City harmless from any damages arising from Grantee's noncompliance with any laws, rules,

recommendations, or regulations, whether Grantee's acts or activities were intentional or unintentional. Grantee shall further indemnify City against all losses, costs, and expenses (including legal expenses) which City may incur arising from the requirement of any government or governmental subdivision or agency to clean and/or remove any pollution caused or permitted by Grantee, whether the requirement is during the term of the Franchise or after its termination.

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

Section 27. Insurance.

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

COVERAGE	**LIMITS OF LIABILITY**
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability.	
Each Occurrence	$5,000,000
General Aggregate Per Occurrence	$5,000,000
Products & Completed Operations Aggregate	$5,000,000
Personal and Advertising Injury	$2,000,000
Blanket Contractual Liability	$2,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, hired, and/or non-owned vehicles arising from the performance of this Agreement.	
Combined Single Limit	$2,000,000

ORDINANCE - 16
Does not require codification

III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
Each Claim	$1,000,000
Annual Aggregate	$1,000,000

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

27.2.1 Additional Insured. The City, its agents, representatives, officers, elected and appointed officials, and employees shall be named as an additional insured on Grantee's Commercial General Liability policy. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

27.2.2 Stop Gap. Either the Commercial General Liability or the Workers' Compensation policy shall be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced shall apply to the Stop Gap coverage as well and indicated on the Certificate.

27.2.3 Employment Security. Grantee shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.

27.2.4 The City shall be listed on the Certificate as the Certificate Holder.

27.2.5 Coverage Trigger. The insurance must be written on an "occurrence" basis and must be indicated on the Certificate.

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

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

ORDINANCE - 17
Does not require codification

Section 28. Indemnification and Waiver.

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

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

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

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

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

28.4 Grantee’s obligations under this Section shall apply regardless of whether liability for damages arises out of bodily injury to persons or damages to property, except to the extent that

claims, actions, damages, costs, and expenses were caused by the sole negligence or willful misconduct of City. If a court with jurisdiction determines this Franchise is subject to the provisions RCW 4.24.115, the Parties agree that these indemnity provisions shall be deemed amended to conform to that statute and liability shall be allocated accordingly.

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

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

29.1 A route map that depicts the general location of Grantee's Facilities placed in the Public Way. The route map shall identify Facilities as aerial or underground and is not required to depict cable types, number of fibers or cables, electronic equipment, and service lines to individual subscribers. Grantee shall also provide an electronic format of the aerial/underground telecommunications facilities in relation to the Public Way centerline reference to allow City to add

this information to the City's Geographic Information System ("GIS") program. GIS information shall be delivered to City by December 1, except as allowed in Section 29.4.

29.2 In addition to Section 29.1, City may request that Grantee provide Facility-specific information as needed for specific projects to avoid harm to Grantee's Facilities. To the extent requests are limited to specific Facilities at a given location in connection with any City construction project, Grantee shall provide to City upon request with reasonable notice, copies of available drawings in use by Grantee showing the location of its Facilities. Grantee shall field locate its Facilities to facilitate design and planning of City projects.

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

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

Section 30. Public Records Act Compliance. Any public record relating to this Franchise may be subject to inspection and copying pursuant to Washington's Public Records Act, chapter 42.56 RCW. City will provide Grantee a copy of a public record request that seeks to inspect or copy a "writing" as defined in RCW 42.56.010 relating to this Franchise prior to allowing any inspection and/or copying of the documentation/information. Additionally, City will

request production of any responsive records Grantee may have in its possession. City will inform Grantee of the records it plans to disclose to the requestor. If Grantee disagrees with City's determination of disclosure/nondisclosure and timely notifies City of the same, City agrees to withhold release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Grantee an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended. If Grantee seeks judicial protection, Grantee will be solely responsible for its related attorney fees and costs. City shall not be liable for any loss or damage resulting from a release of records so long as City acted in good faith in releasing the records.

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

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

Franchise, and any renewals or extensions remain effective until Grantee removes its Facilities from the Public Ways or transfers ownership of its Facilities to a third party. All provisions, conditions, regulations, and requirements in this Franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives, and assigns of Grantee. All privileges, obligations, and liabilities of Grantee shall inure to its heirs, successors, and assigns equally as if they were specifically mentioned wherever Grantee is named herein.

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

Section 34. Assignment.

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

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

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

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

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

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

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

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

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

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

Grantee:
Mashell Telecom, Inc.
Legal Department
PO Box 639
Eatonville, WA 98328

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

ORDINANCE - 23
Does not require codification

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

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

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

DATE OF FINAL PASSAGE by the Vancouver City Council: _____

SIGNED this _____ day of _____, 2026.

_____
Anne McEnerny-Ogle, Mayor

Attest:

_____
Lisa Brandl, Acting City Clerk

ORDINANCE - 24
Does not require codification

Approved as to form:

_____

Nena Cook, City Attorney

ORDINANCE - 25
Does not require codification

Accepted by _____:

By:_____
Name and official capacity

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

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

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

ORDINANCE - 26
Does not require codification

SUMMARY

ORDINANCE M-_____

AN ORDINANCE relating to management of the public rights-of-way, granting to Mashell Telecom, Inc. d/b/a Lightcurve and its affiliates, a corporation, a non-exclusive and revocable franchise to install, operate and maintain a telecommunications system in, on, over, upon along, and across public rights-of-way of the City of Vancouver, Washington, prescribing certain rights, duties, terms and conditions with respect to the franchise; providing for setting an effective date and conditions.

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

ORDINANCE - 27
Does not require codification

To: Mayor and City Council
From: City Manager
Date: April 6, 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 April 6, 2026.

Staff Contact
,

Attachments:
1. April 6, 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:

$ 30,806,324.25 this 6th day of April 2026.

MAYOR

COUNCILMEMBER

Cyndi A. Turner Digitally signed by Cyndi A. Turner Date: 2026.03.30 14:25:30 -07'00'

AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
March 09, 2026 - March 29, 2026	Accounts Payable Checks (see attached)	$ 21,791,857.07
March 09, 2026 - March 29, 2026	Hansen City Payments (see attached)	$ 15,331.59
March 09, 2026 - March 29, 2026	Visa Refunds (see attached)	$ 5,025.10
March 09, 2026 - March 29, 2026	Payroll Checks (see attached)	$ 8,994,110.49
TOTAL		$ 30,806,324.25

INVOICE PAYMENTS REPORT

Category	Type	Transaction Reference	Date	Amount	Payee	Memo
Supplier Payment	Check	30234	3/9/2026	350.00	Vancouver Ballet Folklorico	
Supplier Payment	Check	30235	3/9/2026	350.00	Vietnamese Community of Clark County	
Supplier Payment	Check	30236	3/10/2026	5,234.96	Aflac	
Supplier Payment	Check	30237	3/10/2026	6,176.35	AFSCME Local #307	
Supplier Payment	Check	30238	3/10/2026	658.50	California State Disbursement Unit	
Supplier Payment	Check	30239	3/10/2026	2,533.50	Chapter 13 - Trustee	
Supplier Payment	Check	30240	3/10/2026	491.00	Hawaii SDU	
Supplier Payment	Check	30241	3/10/2026	759.96	IAM Local #1374	
Supplier Payment	Check	30242	3/10/2026	9,242.80	Life Insurance Company of North America	
Supplier Payment	Check	30243	3/10/2026	1,275.00	MFS Service Center Inc	
Supplier Payment	Check	30244	3/10/2026	150.00	OPEIU Local #11	
Supplier Payment	Check	30245	3/10/2026	6,800.34	OPEIU Local #11	
Supplier Payment	Check	30246	3/10/2026	976.50	Teamsters Local #58	
Supplier Payment	Check	30247	3/10/2026	350.00	UA Local #290	
Supplier Payment	Check	30248	3/10/2026	2,305.80	Western Conference of Teamsters	
Supplier Payment	Check	30249	3/10/2026	1,370.34	Western Metal Industry Pension Fund	
Customer Refund	Check	30250	3/11/2026	50.09	Enrique Leon-Rangel	Refund of overpayment for Diversion agreement.
Miscellaneous Payment	Check	30251	3/11/2026	97.00	Esther Short Commons	Refund duplicate payment to INV#77084403
Miscellaneous Payment	Check	30252	3/11/2026	564.64	Full Circle Properties	RES-384518 (jobsite: 2122 E 5th St.)
Miscellaneous Payment	Check	30253	3/11/2026	100.00	Hannah R Marker	Refund parking permit COV13840 no longer needed.
Miscellaneous Payment	Check	30254	3/11/2026	136.52	Janice Rasmussen, Trustee	Refund overpayment of Loan#600622
Miscellaneous Payment	Check	30255	3/11/2026	71.57	Lawrence R Sefton Jr	Refund overpayment of Loan #6000213
Miscellaneous Payment	Check	30256	3/11/2026	360.00	McKinstry Co. LLC	FRI-383685 (jobsite: 4500 SE Columbia Palisades Dr. Camas WA. 98607)
Ad Hoc Payment	Check	30257	3/11/2026	174.53	Brown,Coleman	5937 NE 48TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	30258	3/11/2026	70.48	Clark,Richard	10216 SE 15TH ST ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	30259	3/11/2026	63.88	Evergreen School District No 114	13900 NE 18TH ST ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	30260	3/11/2026	219.78	Gesner,Marcia	2812 NE 120TH AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	30261	3/11/2026	145.26	Henley,Robert	11000 NE 101ST ST ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	30262	3/11/2026	39.89	Kaza,Paul	17146 SE 23RD DR ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	30263	3/11/2026	111.51	LaPointe,Ryan or Brandee	110 W 28TH ST ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	30264	3/11/2026	22.88	Lee,Nancy	5310 NE 84TH LOOP ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	30265	3/11/2026	154.51	Matthew Anderson or David Neu Jr	6007 NE 55TH CIR ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	30266	3/11/2026	1,033.21	Nylund Inc	8321 NE 157TH AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	30267	3/11/2026	94.65	Opendoor Property Trust 1	2323 NE GENERAL ANDERSON AVE ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	30268	3/11/2026	145.54	Price,Chuck	18004 NE 28TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	30269	3/11/2026	125.16	Richard or Janis Smith	411 MONTEREY WAY ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	30270	3/11/2026	40.50	Roggenkamp,Sally Mae	2906 GRAND BLVD ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	30271	3/11/2026	147.00	Schelb,Robert or Pamela	2104 NE 180TH PL ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	30272	3/11/2026	152.00	Schulz,Walter	5517 NE 61ST CT ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	30273	3/11/2026	60.77	Seitz,Sieglinde G	15007 SE MCGILLIVRAY BLVD ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	30274	3/11/2026	47.98	SNRJ Enterprises LLC	4910 NE 133RD AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	30275	3/11/2026	88.05	Wood,Sherry	806 W MCLOUGHLIN BLVD ,VANCOUVER,WA,98660
Supplier Payment	Check	30276	3/11/2026	3,875.00	AKS Engineering & Forestry LLC - Remit-To: Tualatin Address	
Supplier Payment	Check	30277	3/11/2026	2,711.25	AKS Engineering & Forestry LLC - Remit-To: Tualatin Address	

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

INVOICE PAYMENTS REPORT

Category	Type	Transaction Reference	Date	Amount	Payee	Memo
Supplier Payment	Check	30278	3/11/2026	12,298.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	30279	3/11/2026	1,300.00	Amex Products Inc	
Supplier Payment	Check	30280	3/11/2026	5,257.00	Anderson Glass Co	
Supplier Payment	Check	30281	3/11/2026	5,990.53	Apex Hydrovac Tools LLC	
Supplier Payment	Check	30282	3/11/2026	1,190,574.65	Association of Washington Cities Employee Benefit Trust	
Supplier Payment	Check	30283	3/11/2026	15,990.00	Baynard Cooke Law PLLC	
Supplier Payment	Check	30284	3/11/2026	115,191.54	Carahsoft Technology	
Supplier Payment	Check	30285	3/11/2026	21,432.56	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	30286	3/11/2026	323.14	Chappelles Towing LLC	
Supplier Payment	Check	30287	3/11/2026	8.19	Cintas	
Supplier Payment	Check	30288	3/11/2026	265,270.28	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	30289	3/11/2026	1,720.14	Clark County Title Company	
Supplier Payment	Check	30290	3/11/2026	172.17	Clifford & Martin, Inc	
Supplier Payment	Check	30291	3/11/2026	7,031.57	Columbia Resource Company	
Supplier Payment	Check	30292	3/11/2026	18,038.74	Columbia Resource Company	
Supplier Payment	Check	30293	3/11/2026	2,131.71	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	30294	3/11/2026	118.61	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	30295	3/11/2026	20,209.08	Comcast Holdings Corporation - Remit-To: Comcast Holdings Corporation - Philadelphia	
Supplier Payment	Check	30296	3/11/2026	6,612.74	Community Mediation Services - Remit-To: Community Mediation Services - Vancouver	
Supplier Payment	Check	30297	3/11/2026	868.43	Connecta Satellite Solutions LLC	
Supplier Payment	Check	30298	3/11/2026	21,217.99	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	30299	3/11/2026	545.00	CyberSource Corporation - Remit-To: CyberSource - Los Angeles	
Supplier Payment	Check	30300	3/11/2026	4,376.50	DLT Solutions LLC	
Supplier Payment	Check	30301	3/11/2026	204.00	Dominic Hunter	
Supplier Payment	Check	30302	3/11/2026	532.96	Genuine Parts Company - Remit-To: NAPA - Vancouver	
Supplier Payment	Check	30303	3/11/2026	2,700.00	H2 and Associates, LLC	
Supplier Payment	Check	30304	3/11/2026	29,656.09	Herrera Environmental Consultants Inc	
Supplier Payment	Check	30305	3/11/2026	13,659.35	Hispanic Metropolitan Chamber	
Supplier Payment	Check	30306	3/11/2026	3,675.26	Invintus Media LLC	
Supplier Payment	Check	30307	3/11/2026	15,607.36	ITS Plus Inc	
Supplier Payment	Check	30308	3/11/2026	163.50	J-2 Blueprint Supply Co.	
Supplier Payment	Check	30309	3/11/2026	17,615.64	Janus Youth Programs Inc	
Supplier Payment	Check	30310	3/11/2026	1,482.31	Kurita America Inc - Remit-To: US Water - Minneapolis	
Supplier Payment	Check	30311	3/11/2026	380.80	Mark IV Enterprises Inc	
Supplier Payment	Check	30312	3/11/2026	50,640.60	McCrometer, Inc.	
Supplier Payment	Check	30313	3/11/2026	2,197.59	One Call Concepts Inc	
Supplier Payment	Check	30314	3/11/2026	55,000.00	OpportunitySpace, Inc	
Supplier Payment	Check	30315	3/11/2026	2,021.00	Portland Adventist Medical Center	
Supplier Payment	Check	30316	3/11/2026	2,942.61	Qwest Corporation - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	30317	3/11/2026	5,440.00	Selectron Technologies, Inc	
Supplier Payment	Check	30318	3/11/2026	4,139.34	Shrums Pest Control	
Supplier Payment	Check	30319	3/11/2026	337.07	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	30320	3/11/2026	72,616.00	Southwest Washington Regional Transportation Council	
Supplier Payment	Check	30321	3/11/2026	16.65	State of Oregon Department of Transportation - Remit-To: OR DMV - Salem	
Supplier Payment	Check	30322	3/11/2026	301.56	State of Washington Department of Licensing - Remit-To: Notary Public Program	
Supplier Payment	Check	30323	3/11/2026	2,856.00	State of Washington State Patrol	
Supplier Payment	Check	30324	3/11/2026	8.02	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	30325	3/11/2026	689.85	Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena	
Supplier Payment	Check	30326	3/11/2026	1,051.04	Trilogy MedWaste West, LLC	
Supplier Payment	Check	30327	3/11/2026	136.48	UKG Kronos Systems LLC - Remit-To: Atlanta	
Supplier Payment	Check	30328	3/11/2026	195.00	Vancouver Granite Works Inc	
Supplier Payment	Check	30329	3/11/2026	148.97	Vestis Group, Inc - Remit-To: Vestis - Pasadena	
Supplier Payment	Check	30330	3/11/2026	2,963.28	Walter E Nelson Company	

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

INVOICE PAYMENTS REPORT

Category	Type	Transaction Reference	Date	Amount	Payee	Memo
Supplier Payment	Check	30331	3/11/2026	21,585.00	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	30332	3/11/2026	2,347.78	Zayo Group Holding Inc - Remit-To: Zayo Group Holding Inc	
Miscellaneous Payment	Check	30333	3/18/2026	50.00	Bunthoeun Bou	Damage deposit refund
Miscellaneous Payment	Check	30334	3/18/2026	61.00	HK Properties, LLC	Refund duplicate payments to INV#77086232
Miscellaneous Payment	Check	30335	3/18/2026	8,708.00	Lisa Bona	LUP-85820
Miscellaneous Payment	Check	30336	3/18/2026	99.66	Logan Koenig	Refund parking permit no longer needed. COV14899
Miscellaneous Payment	Check	30337	3/18/2026	476.00	Metro Appraisal Services	Refund BL Fee - Outside city limits
Miscellaneous Payment	Check	30338	3/18/2026	1,602.08	Nathan Leek	Claim Payment - DOI: 02/13/2026 - RISK
Miscellaneous Payment	Check	30339	3/18/2026	82.42	Pacific Foundation Inc.	Refund parking permit no longer needed. COV14502
Miscellaneous Payment	Check	30340	3/18/2026	112.90	PAUL M MEADE	Refund parking permit no longer needed. COV14462
Miscellaneous Payment	Check	30341	3/18/2026	152.42	Suzanne Gerard	Refund parking permit no longer needed. COV12630
Ad Hoc Payment	Check	30342	3/18/2026	75.79	Baskerville,Barbara	4318 NE 39TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	30343	3/18/2026	70.48	Berkuta,Victoria or Aleksandr	11900 NE 16TH ST ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	30344	3/18/2026	140.15	Charles and Marilynn Cotton Living Trust	5508 NE 84TH AVE ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	30345	3/18/2026	130.00	Chipman,Mitchell or Abigail	3711 THOMPSON AVE ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	30346	3/18/2026	1,668.60	Delta Management Co LLC	10214 SE MILL PLAIN BLVD ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	30347	3/18/2026	5,320.96	Delta Management Co LLC	10214 SE MILL PLAIN BLVD ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	30348	3/18/2026	96.00	Earhart,Katheryn	2323 GENERAL ANDERSON ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	30349	3/18/2026	209.56	Estate of Frances T Muse	2009 KAUFFMAN AVE ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	30350	3/18/2026	24.70	Evergreen Habitat for Humanity	13700 NE 34TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	30351	3/18/2026	26.99	Fang,Chai Chai	14511 SE 7TH WAY ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	30352	3/18/2026	254.30	Fleek,James N or Amber	7217 NE 130TH AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	30353	3/18/2026	219.92	Goddard,Carrol	4105 E 15TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	30354	3/18/2026	440.08	Invest West Management	1817 E 37TH ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	30355	3/18/2026	77.92	Jupin,Anna	10512 NE 89TH CIR ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	30356	3/18/2026	588.61	Key Property Services Inc	11205 NE 49TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	30357	3/18/2026	242.37	LHV LLC	3308 Q ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	30358	3/18/2026	402.86	Mathews,Mark or Tonya	5701 NE 135TH AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	30359	3/18/2026	136.61	Nguyen,Chi	3700 P ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	30360	3/18/2026	112.33	Parks Family Holdings LLC	308 NW 40TH ST ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	30361	3/18/2026	89.35	Perez,Alfonso	615 W 39TH ST ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	30362	3/18/2026	47.04	Precht,William or Tracy	10404 NE 46TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	30363	3/18/2026	17.09	Renner,Naomi	3113 SE 171ST CT ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	30364	3/18/2026	62.05	Shaw,Tyler	7116 NE 107TH AVE ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	30365	3/18/2026	315.00	Smith,Roberta	14814 NE 70TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	30366	3/18/2026	14.27	Stokes,Roger	4001 E 18TH ST ,VANCOUVER,WA,98661

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INVOICE PAYMENTS REPORT

Category	Type	Transaction Reference	Date	Amount	Payee	Memo
Ad Hoc Payment	Check	30367	3/18/2026	517.00	Sundqvist,Willy or Patricia A	18925 NE 29TH DR ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	30368	3/18/2026	26.88	The Estate of John Meadows	4407 NE 131ST AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	30369	3/18/2026	181.00	Wallway,Merelyn or Kenneth	915 NW 50TH ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	30370	3/18/2026	154.54	Wise Move Property Management	3102 HARNEY ST ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	30371	3/18/2026	37.08	Zachary Auld, Judith Schadewitz, Virginia Allen or,Christian Hill	5812 NE 84TH AVE ,VANCOUVER,WA,98662
Supplier Payment	Check	30372	3/18/2026	100.80	Airgas, Inc	
Supplier Payment	Check	30373	3/18/2026	3,301.16	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	30374	3/18/2026	75.00	Allegiance Benefit Plan Management Inc (COBRA)	
Supplier Payment	Check	30375	3/18/2026	10,240.00	Bradshaw Nursery LLC	
Supplier Payment	Check	30376	3/18/2026	11,101.39	Brown & Wilson Partnership LLC	
Supplier Payment	Check	30377	3/18/2026	1,686.61	Carahsoft Technology	
Supplier Payment	Check	30378	3/18/2026	10,742.06	CFM Strategic Communications, Inc.	
Supplier Payment	Check	30379	3/18/2026	152.74	Cintas	
Supplier Payment	Check	30380	3/18/2026	2,437.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	30381	3/18/2026	450,234.43	Clark County Public Utility District No. 1	
Supplier Payment	Check	30382	3/18/2026	2,160.09	Clark County Public Utility District No. 1	
Supplier Payment	Check	30383	3/18/2026	464,617.95	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	30384	3/18/2026	2,747.54	Columbia Resource Company	
Supplier Payment	Check	30385	3/18/2026	202.46	Dex Media West	
Supplier Payment	Check	30386	3/18/2026	535.00	Drug Free America Foundation Inc	
Supplier Payment	Check	30387	3/18/2026	300.00	ERF Company Inc	
Supplier Payment	Check	30388	3/18/2026	718.44	Fenton Transcription, LLC	
Supplier Payment	Check	30389	3/18/2026	15,457.50	FFA Architecture and Interiors, Inc	
Supplier Payment	Check	30390	3/18/2026	404.50	Fidelity National Title Co of Washington	
Supplier Payment	Check	30391	3/18/2026	1,904.00	Foster Garvey PC	
Supplier Payment	Check	30392	3/18/2026	186,037.75	Grade Werks Excavating LLC	
Supplier Payment	Check	30393	3/18/2026	7,658.50	Groundwater Solutions, Inc.	
Supplier Payment	Check	30394	3/18/2026	773.85	Harold LeMay Enterprises	
Supplier Payment	Check	30395	3/18/2026	553.65	Herren Printing Co	
Supplier Payment	Check	30396	3/18/2026	1,165.25	Howmedica Osteonics Corp	
Supplier Payment	Check	30397	3/18/2026	1,063.82	Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh	
Supplier Payment	Check	30398	3/18/2026	1,837.63	Invintus Media LLC	
Supplier Payment	Check	30399	3/18/2026	1,468.80	Jamestown Networks	
Supplier Payment	Check	30400	3/18/2026	2,373.50	Joe Turner PC Municipal Hearings Official	
Supplier Payment	Check	30401	3/18/2026	25,000.00	Ke Kukui Foundation - Remit-To: Ke Kukui Foundation - street	
Supplier Payment	Check	30402	3/18/2026	50,764.23	Ken's Rec World LLC	
Supplier Payment	Check	30403	3/18/2026	68,263.14	L.N. Curtis & Sons	
Supplier Payment	Check	30404	3/18/2026	7,287.63	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	30405	3/18/2026	2,316.90	Lakeyland Inc	
Supplier Payment	Check	30406	3/18/2026	3,688.14	Language Line Services, Inc.	
Supplier Payment	Check	30407	3/18/2026	34,852.21	Life Insurance Company of North America	
Supplier Payment	Check	30408	3/18/2026	2,976.00	LIGHTFORCE USA INC	
Supplier Payment	Check	30409	3/18/2026	8,625.00	LK Weiss	
Supplier Payment	Check	30410	3/18/2026	600.00	Nagra & Atwal Corporation	
Supplier Payment	Check	30411	3/18/2026	273.99	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	30412	3/18/2026	265.58	Orion Medical Supply	
Supplier Payment	Check	30413	3/18/2026	16,412.86	Parametrix, Inc	
Supplier Payment	Check	30414	3/18/2026	723.12	Performance Systems Integration, LLC - Remit-To: Performance Systems Integration, LLC	
Supplier Payment	Check	30415	3/18/2026	175.00	Porter W Yett Company	
Supplier Payment	Check	30416	3/18/2026	3,149.00	Portland Adventist Medical Center	
Supplier Payment	Check	30417	3/18/2026	300.00	Renee Dee Stoll	
Supplier Payment	Check	30418	3/18/2026	6,000.00	Seattle 2030 District	
Supplier Payment	Check	30419	3/18/2026	10,732.24	SEA-WESTERN, INC.	
Supplier Payment	Check	30420	3/18/2026	2,781.92	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	30421	3/18/2026	2,500.00	Southwest Washington Equity Coalition	
Supplier Payment	Check	30422	3/18/2026	3,382.00	State of Washington Department of Health - Remit-To: WA Dept of Health	

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INVOICE PAYMENTS REPORT

Category	Type	Transaction Reference	Date	Amount	Payee	Memo
Supplier Payment	Check	30423	3/18/2026	4,075.23	State of Washington Department of Natural Resources - Remit-To: Dept of Natural Resources - Box 47041	
Supplier Payment	Check	30424	3/18/2026	5,129.93	State of Washington Department of Transportation - Remit-To: WADOT - PO Box 47305	
Supplier Payment	Check	30425	3/18/2026	25,692.21	State of Washington Department of Transportation - Remit-To: WADOT - PO Box 47339	
Supplier Payment	Check	30426	3/18/2026	65.75	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	30427	3/18/2026	7,360.32	Traffic Safety Supply Co Inc	
Supplier Payment	Check	30428	3/18/2026	500.00	Travis Clinton	
Supplier Payment	Check	30429	3/18/2026	269.94	UKG Kronos Systems LLC - Remit-To: Atlanta	
Supplier Payment	Check	30430	3/18/2026	3,158.59	United States Department of Agriculture - Remit-To: USDA APHIS - St Louis	
Supplier Payment	Check	30431	3/18/2026	370.00	United States Postal Service - Remit-To: United States Postal Service Caples	
Supplier Payment	Check	30432	3/18/2026	60.67	Vestis Group, Inc - Remit-To: Vestis - Pasadena	
Supplier Payment	Check	30433	3/18/2026	1,107.04	W.B. Sprague Co. Inc.	
Supplier Payment	Check	30434	3/18/2026	853.17	Walter E Nelson Company	
Supplier Payment	Check	30435	3/18/2026	761.07	Washington State Criminal Justice Training Commission	
Supplier Payment	Check	30436	3/18/2026	4,428.03	Washington State Fire Fighters Apprenticeship Trust	
Supplier Payment	Check	30437	3/18/2026	15,567.50	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	30438	3/18/2026	590.50	WEST Consultants, Inc.	
Supplier Payment	Check	30439	3/18/2026	51,138.55	West Yost & Associates Inc.	
Supplier Payment	Check	30440	3/18/2026	17,812.81	Wex Bank	
Supplier Payment	Check	30441	3/18/2026	56,592.33	WSP USA Inc. - Remit-To: WSP USA Inc. Dallas	
Supplier Payment	Check	30442	3/18/2026	1,653.13	WVP of Washington PC	
Miscellaneous Payment	Check	30443	3/18/2026	290.00	Berhanu Bedassa	LUP-85836 (jobsite: 17401 SE 39th Street, Vancouver,)
Miscellaneous Payment	Check	30444	3/18/2026	322.00	Doona Lee	Activity Cancellation Refund
Miscellaneous Payment	Check	30445	3/18/2026	120.00	Harney Heights Neighborhood Association	2026 RecycleU
Supplier Payment	Check	30446	3/25/2026	5,210.00	Aflac	
Supplier Payment	Check	30447	3/25/2026	6,223.95	AFSCME Local #307	
Supplier Payment	Check	30448	3/25/2026	658.50	California State Disbursement Unit	
Supplier Payment	Check	30449	3/25/2026	2,533.50	Chapter 13 - Trustee	
Supplier Payment	Check	30450	3/25/2026	491.00	Hawaii SDU	
Supplier Payment	Check	30451	3/25/2026	759.96	IAM Local #1374	
Supplier Payment	Check	30452	3/25/2026	9,292.80	Life Insurance Company of North America	
Supplier Payment	Check	30453	3/25/2026	1,275.00	MFS Service Center Inc	
Supplier Payment	Check	30454	3/25/2026	125.00	OPEIU Local #11	
Supplier Payment	Check	30455	3/25/2026	6,824.69	OPEIU Local #11	
Supplier Payment	Check	30456	3/25/2026	939.50	Teamsters Local #58	
Supplier Payment	Check	30457	3/25/2026	367.50	UA Local #290	
Supplier Payment	Check	30458	3/25/2026	2,391.30	Western Conference of Teamsters	
Supplier Payment	Check	30459	3/25/2026	1,391.04	Western Metal Industry Pension Fund	
Supplier Payment	Check	30460	3/25/2026	144.16	American Sani-Can	
Supplier Payment	Check	30461	3/25/2026	19,795.70	Arborscape Ltd Inc	
Supplier Payment	Check	30462	3/25/2026	1,572.50	Brandon Namm	
Supplier Payment	Check	30463	3/25/2026	3,177.00	BSK Associates - Remit-To: Supplier BSK Associates	
Supplier Payment	Check	30464	3/25/2026	3,550.09	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	30465	3/25/2026	150.00	Cellco Partnership - Remit-To: Cellco - NJ	
Supplier Payment	Check	30466	3/25/2026	600.00	Chanmi Development LLC	
Supplier Payment	Check	30467	3/25/2026	107.21	Clark County Public Utility District No. 1	
Supplier Payment	Check	30468	3/25/2026	87.96	Clark County Public Utility District No. 1	
Supplier Payment	Check	30469	3/25/2026	1,001,862.63	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	30470	3/25/2026	450.00	Clark County Title Company - Remit-To: Clark County - Reconveyance Fees	
Supplier Payment	Check	30471	3/25/2026	3,035.52	Columbia Cascade Company	

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INVOICE PAYMENTS REPORT

Category	Type	Transaction Reference	Date	Amount	Payee	Memo
Supplier Payment	Check	30472	3/25/2026	16,284.15	Comcast Holdings Corporation - Remit-To: Comcast Holdings Corporation - Philadelphia	
Supplier Payment	Check	30473	3/25/2026	7,800.00	Concord Adult Care Home, LLC	
Supplier Payment	Check	30474	3/25/2026	300.00	Daniel Evan Mroz	
Supplier Payment	Check	30475	3/25/2026	1,460.41	Esix Sportswear	
Supplier Payment	Check	30476	3/25/2026	21,000.00	Evergreen Habitat for Humanity	
Supplier Payment	Check	30477	3/25/2026	28,431.36	Friends of Trees	
Supplier Payment	Check	30478	3/25/2026	60,284.31	GBD Architects	
Supplier Payment	Check	30479	3/25/2026	7,046.25	Groundwater Solutions, Inc.	
Supplier Payment	Check	30480	3/25/2026	8,652.64	HDJ Design Group	
Supplier Payment	Check	30481	3/25/2026	14,216.66	Herrera Environmental Consultants Inc	
Supplier Payment	Check	30482	3/25/2026	6,836.06	Hispanic Metropolitan Chamber	
Supplier Payment	Check	30483	3/25/2026	943.50	Houston Engineering Inc	
Supplier Payment	Check	30484	3/25/2026	58,920.79	Infor Public Sector, Inc - Remit-To: InforPublic Sector, Inc	
Supplier Payment	Check	30485	3/25/2026	2,386.56	Kittelson & Associates Inc	
Supplier Payment	Check	30486	3/25/2026	21,303.54	L.N. Curtis & Sons	
Supplier Payment	Check	30487	3/25/2026	2,775.20	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	30488	3/25/2026	2,507.50	LiT Consulting Inc	
Supplier Payment	Check	30489	3/25/2026	34,872.60	LSW Architects PC	
Supplier Payment	Check	30490	3/25/2026	190.75	Mallory Safety & Supply LLC	
Supplier Payment	Check	30491	3/25/2026	27,265.25	Moore Iacofano Goltsman, Inc	
Supplier Payment	Check	30492	3/25/2026	5,491.94	National Park Service - Remit-To: National Park Service - Pearson Lease	
Supplier Payment	Check	30493	3/25/2026	2,439.37	National Safety Inc	
Supplier Payment	Check	30494	3/25/2026	5,026.39	Pacific Safety Supply Inc	
Supplier Payment	Check	30495	3/25/2026	11,715.47	Passport Labs Inc. - Remit-To: Passport Labs Inc	
Supplier Payment	Check	30496	3/25/2026	1,950.87	Performance Systems Integration, LLC - Remit-To: Performance Systems Integration, LLC	
Supplier Payment	Check	30497	3/25/2026	140.00	Porter W Yett Company	
Supplier Payment	Check	30498	3/25/2026	13.57	Qwest Corporation - Remit-To: CenturyLink - Phoenix	
Supplier Payment	Check	30499	3/25/2026	12,948.17	Qwest Corporation - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	30500	3/25/2026	11,166.68	S&B Inc	
Supplier Payment	Check	30501	3/25/2026	26,656.00	Safe Software	
Supplier Payment	Check	30502	3/25/2026	10,880.00	Shandra Terry	
Supplier Payment	Check	30503	3/25/2026	3,534.04	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	30504	3/25/2026	20,800.00	Sound Jury Consulting LLC	
Supplier Payment	Check	30505	3/25/2026	80,807.91	Southwest Washington Humane Society	
Supplier Payment	Check	30506	3/25/2026	32,532.33	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago	
Supplier Payment	Check	30507	3/25/2026	18,679.88	State of Washington Department of Ecology - Remit-To: State of Washington Department of Ecology	
Supplier Payment	Check	30508	3/25/2026	12,243.33	State of Washington Department of Transportation - Remit-To: WADOT - PO Box 47305	
Supplier Payment	Check	30509	3/25/2026	1,250.00	The Bank Of New York Mellon Trust Company	
Supplier Payment	Check	30510	3/25/2026	7,146.58	The Columbian Publishing Co	
Supplier Payment	Check	30511	3/25/2026	100.00	T-Mobile	
Supplier Payment	Check	30512	3/25/2026	5,008.28	Triple J Enterprises, Inc.	
Supplier Payment	Check	30513	3/25/2026	106.12	Vestis Group, Inc - Remit-To: Vestis - Pasadena	
Supplier Payment	Check	30514	3/25/2026	1,389.51	Walter E Nelson Company	
Supplier Payment	Check	30515	3/25/2026	6,632.84	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	30516	3/25/2026	7,399.50	WELL Cogir Tenant III LLC	
Miscellaneous Payment	Check	30517	3/25/2026	120.00	First Place Neighborhood Association	2025 RecycleU
Miscellaneous Payment	Check	30518	3/25/2026	97.00	INDIGO ONE LLC	Refund overpayment to INV#77085199
Miscellaneous Payment	Check	30519	3/25/2026	875.00	Samuel Rivas	Refund employee endorsement fees
Ad Hoc Payment	Check	30520	3/25/2026	1,447.53	Andersen,Kathy	5319 NE 69TH CIR ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	30521	3/25/2026	246.58	Baker,Sharlotte	6906 NE 90TH AVE ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	30522	3/25/2026	58.31	BKF Capital, LLC	7012 NE 43RD ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	30523	3/25/2026	218.36	Blackwood,Colby S	13010 NE 24TH CIR ,VANCOUVER,WA,98684

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INVOICE PAYMENTS REPORT

Category	Type	Transaction Reference	Date	Amount	Payee	Memo
Ad Hoc Payment	Check	30524	3/25/2026	126.00	Brett or Tammy Moad	18308 NE 79TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	30525	3/25/2026	93.17	Dickey,John	3208 SE 153RD AVE ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	30526	3/25/2026	34.82	Durgin,Edward	4331 SE 166TH CT ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	30527	3/25/2026	267.58	Hailey or Janel Buckingham	17802 SE 16TH ST ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	30528	3/25/2026	50.25	Identity Homes LLC	1420 SE 188TH AVE ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	30529	3/25/2026	105.92	Joy Robertson-Maciel or Marco Maciel Family Trust,c/o Phillips Propery Mgmt	13907 NE 63RD ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	30530	3/25/2026	397.02	Julie or Joseph Obert	4314 NE WILDROSE DR ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	30531	3/25/2026	180.43	Laurence or Michelle Varner	501 MT SHASTA DR ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	30532	3/25/2026	45.21	Mahir or Almina Jasarevic	12915 NE 104TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	30533	3/25/2026	114.01	Mario Jimenez Gonzalez or Sergio Castillon Ahumada	6921 NE 143RD PL ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	30534	3/25/2026	328.37	McClafferty,James	4313 NE 14TH AVE ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	30535	3/25/2026	56.39	Nylund Inc	8305 NE MASON DR ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	30536	3/25/2026	913.05	Park Crest Common Apartments at Avid Xchange,Keybank Lockbox Service #715742	14913 SE MILL PLAIN BLVD ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	30537	3/25/2026	20.49	Pender,Marion D	4507 NE 28TH AVE ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	30538	3/25/2026	187.80	Richard or Jamie Westre	1007 NE 82ND AVE ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	30539	3/25/2026	94.56	Samantha L Gonzalez or Steven E Rhodes	6314 NE 62ND PL ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	30540	3/25/2026	105.35	Sarah Hemminger or Rebecca Lee Diestche	8924 BOULDER AVE ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	30541	3/25/2026	160.95	Seth Thompson or Kria Gomez	16319 NE 68TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	30542	3/25/2026	182.46	Siegmund,Frank	4928 NE 145TH AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	30543	3/25/2026	225.00	Smith,Vicky	17919 SE 19TH ST ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	30544	3/25/2026	51.32	The Ronald J Herring Revocable Trust	2403 SE BALBOA DR ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	30545	3/25/2026	90.88	Treisch,Jaikob	13802 NE 33RD CIR ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	30546	3/25/2026	100.00	Van Nostern,Donald R	2323 GENERAL ANDERSON ,VANCOUVER,WA,98660
Supplier Payment	Check	30547	3/26/2026	8,250.00	Burlington Northern Santa Fe	
			Check	**5,431,798.17**		
Expense Payment	Direct Deposit	EFT-00342278	3/12/2026	148.00	Daniel Mattson	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00342279	3/12/2026	200.00	Sawyer James	Travel Advance
Expense Payment	Direct Deposit	EFT-00342280	3/12/2026	116.00	Daniel O'Meara	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00342281	3/12/2026	430.00	Jaycee Elliott	Travel Advance
Expense Payment	Direct Deposit	EFT-00342282	3/12/2026	1,258.44	Jay Romanelli	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00342283	3/12/2026	213.00	Tony Fletcher	Travel Advance
Expense Payment	Direct Deposit	EFT-00342284	3/12/2026	156.66	James Rayner	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00342285	3/12/2026	1,000.05	Ian Alger	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00342286	3/12/2026	1,422.38	Jeff Lynch	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00342287	3/12/2026	494.05	Ryan Starbuck	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00342288	3/12/2026	215.00	Jason Hess	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00342289	3/12/2026	1,594.05	Weston Dorszynski	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00342290	3/12/2026	176.27	Zachary Hall	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00342291	3/12/2026	213.00	Nathan Leek	Travel Advance
Expense Payment	Direct Deposit	EFT-00342292	3/12/2026	1,316.91	Rob Sumrall	Employee Reimbursement

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INVOICE PAYMENTS REPORT

Category	Type	Transaction Reference	Date	Amount	Payee	Memo
Cash Advance Payment	Direct Deposit	EFT-00342293	3/12/2026	301.00	Tanya Wollstein	Travel Advance
Expense Payment	Direct Deposit	EFT-00342294	3/12/2026	250.00	Wyatt Livingston	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00342295	3/12/2026	178.88	Ty Stober	Travel Advance
Expense Payment	Direct Deposit	EFT-00342296	3/12/2026	100.00	Leo Jochim	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00342297	3/12/2026	200.00	Harley Hogan	Travel Advance
Expense Payment	Direct Deposit	EFT-00342298	3/12/2026	304.29	Andrey Yelizavetskiy	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00342299	3/12/2026	213.00	John Drake	Travel Advance
Expense Payment	Direct Deposit	EFT-00342300	3/12/2026	799.60	Mark Person	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00342359	3/19/2026	217.60	Christian Vazquez	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00342360	3/19/2026	19.56	Brian Potter	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00342361	3/19/2026	160.80	Brian E. Wilson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00342362	3/19/2026	26.09	Zachary Hall	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00342363	3/19/2026	43.38	Tony Fletcher	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00342364	3/19/2026	69.00	Sean Donaldson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00342365	3/19/2026	64.50	Mark Ghezzi	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00342366	3/19/2026	35.44	Patrick Hanley	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00342367	3/19/2026	115.75	Liz Erickson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00342368	3/19/2026	757.10	Anne McEnerny-Ogle	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00342369	3/19/2026	50.00	Gage Harrah	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00342370	3/19/2026	430.00	Andrew Nevue	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00342371	3/19/2026	353.23	John Farra	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00342372	3/19/2026	62.00	Daphine Harris	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00342373	3/19/2026	142.31	Tom O'Connor	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00342374	3/19/2026	89.81	Jeremiah Jones	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00342375	3/19/2026	89.81	James Rayner	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00344477	3/26/2026	88.50	Kristi Lucht	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00344478	3/26/2026	101.25	Michael Whitney	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00344479	3/26/2026	65.81	Robb Milano	Travel Advance
Expense Payment	Direct Deposit	EFT-00344480	3/26/2026	160.00	Matthew Oakes	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00344481	3/26/2026	149.43	Game Maldonado	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00344482	3/26/2026	275.18	Casey Palmer	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00344483	3/26/2026	217.60	Stuart Morley	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00344484	3/26/2026	118.25	Darrin Deming	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00344485	3/26/2026	141.75	Mike Cero	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00344486	3/26/2026	647.28	Robb Milano	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00344487	3/26/2026	147.00	Eric Fielding	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00344488	3/26/2026	456.85	Heidi Scarpelli	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00344489	3/26/2026	75.00	Gary Zumwalt	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00344490	3/26/2026	102.00	Brian Flory	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00344491	3/26/2026	244.10	Nicholas Popravak	Employee Reimbursement

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INVOICE PAYMENTS REPORT

Category	Type	Transaction Reference	Date	Amount	Payee	Memo
Expense Payment	Direct Deposit	EFT-00344492	3/26/2026	220.80	Magaiva Herman	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00344493	3/26/2026	151.99	Jason Ingram	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00344494	3/26/2026	133.67	Chad Lawry	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00344495	3/26/2026	170.49	Ryan Morrisey	Employee Reimbursement
			Direct Deposit	**17,693.91**		
Supplier Payment	EFT	EFT-00342192	3/10/2026	12,681.91	Vancouver Police Officer Guild	
Supplier Payment	EFT	EFT-00342193	3/10/2026	1,293.36	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00342194	3/10/2026	158.91	Legal Shield	
Supplier Payment	EFT	EFT-00342195	3/10/2026	35,761.30	IAFF Local #452	
Supplier Payment	EFT	EFT-00342196	3/10/2026	26,198.36	Allegiance Benefit Plan Management Inc (COBRA)	
Supplier Payment	EFT	EFT-00342301	3/12/2026	9,574.40	Audible Sight Inc	
Supplier Payment	EFT	EFT-00342302	3/12/2026	10,863.52	HDR Engineering, Inc	
Supplier Payment	EFT	EFT-00342303	3/12/2026	3,200.00	Eurofins Eaton Analytical, LLC	
Supplier Payment	EFT	EFT-00342304	3/12/2026	3,700.10	Accurate Investigation Services	
Supplier Payment	EFT	EFT-00342305	3/12/2026	139,590.17	Del Sol Inc	
Supplier Payment	EFT	EFT-00342306	3/12/2026	68,024.48	Halme Excavating Inc	
Supplier Payment	EFT	EFT-00342307	3/12/2026	241,746.97	Nutter Corporation	
Supplier Payment	EFT	EFT-00342308	3/12/2026	4,708.00	Otak Inc	
Supplier Payment	EFT	EFT-00342309	3/12/2026	494.04	S&W Craftsmen LLC	
Supplier Payment	EFT	EFT-00342310	3/12/2026	83,445.75	American Medical Response Northwest Inc - Remit-To: AMR - ACH	
Supplier Payment	EFT	EFT-00342311	3/12/2026	4,305.00	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	EFT	EFT-00342312	3/12/2026	9,612.45	Stellar J Corporation	
Supplier Payment	EFT	EFT-00342313	3/12/2026	83,055.74	Solid Waste Systems	
Supplier Payment	EFT	EFT-00342314	3/12/2026	4,806.00	Rapid Response Bio Clean Inc.	
Supplier Payment	EFT	EFT-00342315	3/12/2026	26,451.59	YWCA Clark County	
Supplier Payment	EFT	EFT-00342316	3/12/2026	268.77	Bound Tree Medical LLC	
Supplier Payment	EFT	EFT-00342317	3/12/2026	4,000.00	The Amy VanCamp Experience LLC	
Supplier Payment	EFT	EFT-00342318	3/12/2026	7,030.00	America Cleaning Solutions	
Supplier Payment	EFT	EFT-00342319	3/12/2026	650,268.45	Tapani Inc	
Supplier Payment	EFT	EFT-00342320	3/12/2026	4,870.41	Vanquish Investment Group	
Supplier Payment	EFT	EFT-00342321	3/12/2026	239,966.18	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00342322	3/12/2026	17,584.02	Municipal Emergency Services Inc	
Supplier Payment	EFT	EFT-00342323	3/12/2026	41,264.41	Routeware, Inc.	
Supplier Payment	EFT	EFT-00342324	3/12/2026	65,516.99	Operations Management International Inc	
Supplier Payment	EFT	EFT-00342325	3/12/2026	3,467.45	Waxie's Enterprises Inc	
Supplier Payment	EFT	EFT-00342326	3/12/2026	3,843.03	Retail Lockbox Inc	
Supplier Payment	EFT	EFT-00342327	3/12/2026	902.05	Harry's Key Service Inc	
Supplier Payment	EFT	EFT-00342328	3/12/2026	2,160.00	The EBOA	
Supplier Payment	EFT	EFT-00342329	3/12/2026	16,566.68	Wilson Oil Inc. - Remit-To: Wilson Oil Inc	
Supplier Payment	EFT	EFT-00342330	3/12/2026	77,891.90	Western United Civil Group, LLC - Remit-To: Western United Civil Group, LLC	
Supplier Payment	EFT	EFT-00342331	3/12/2026	975.94	Lasko Printing Specialties Inc	
Supplier Payment	EFT	EFT-00342332	3/12/2026	21,351.80	Share	
Supplier Payment	EFT	EFT-00342333	3/12/2026	7,682.13	Work Right NW	
Supplier Payment	EFT	EFT-00342334	3/12/2026	210.00	Brad Piesch Aggressive Enterprises, Inc	
Supplier Payment	EFT	EFT-00342335	3/12/2026	34,661.91	State of Washington Department of Enterprise Services	
Supplier Payment	EFT	EFT-00342336	3/12/2026	21,589.83	Council for the Homeless	
Supplier Payment	EFT	EFT-00342337	3/12/2026	206.74	T2 Systems Inc - Remit-To: T2- Atlanta	
Supplier Payment	EFT	EFT-00342338	3/12/2026	8,445.25	Whitney Equipment Company Inc	
Supplier Payment	EFT	EFT-00342339	3/12/2026	582.45	MedTox Laboratories, Inc.	
Supplier Payment	EFT	EFT-00342340	3/12/2026	55,593.56	Live Love Outreach	
Supplier Payment	EFT	EFT-00342341	3/12/2026	134,402.11	Do Good Multnomah	
Supplier Payment	EFT	EFT-00342342	3/12/2026	21,563.59	Terraphase Engineering Inc.	
Supplier Payment	EFT	EFT-00342343	3/12/2026	18,560.69	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00342344	3/12/2026	1,661.38	Day Management Corp	
Supplier Payment	EFT	EFT-00342345	3/12/2026	1,582.81	SiteCrafting Inc	
Supplier Payment	EFT	EFT-00342346	3/12/2026	2,410.79	Level 3 Financing, Inc	
Supplier Payment	EFT	EFT-00342347	3/12/2026	2,025.80	Epic Land Solutions, Inc.	
Supplier Payment	EFT	EFT-00342348	3/12/2026	588.28	MacKay & Sposito, LLC	
Supplier Payment	EFT	EFT-00342349	3/12/2026	14,899.16	Consor North America Inc - Remit-To: Consor North America	
Supplier Payment	EFT	EFT-00342350	3/12/2026	8,234.98	Metro Overhead Door Inc	
Supplier Payment	EFT	EFT-00342351	3/12/2026	1,363.09	Loomis Armored US LLC	
Supplier Payment	EFT	EFT-00342352	3/12/2026	21,734.99	Wallis Engineering PLLC - Remit-To: Wallis Engineering	
Supplier Payment	EFT	EFT-00342376	3/19/2026	300.00	A Family Friendly DJ	

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INVOICE PAYMENTS REPORT

Category	Type	Transaction Reference	Date	Amount	Payee	Memo
Supplier Payment	EFT	EFT-00342377	3/19/2026	4,400.00	Andrew Prochniak	
Supplier Payment	EFT	EFT-00342378	3/19/2026	3,860.06	Wager Audio Inc	
Supplier Payment	EFT	EFT-00342379	3/19/2026	1,046.66	McKinstry Co., LLC	
Supplier Payment	EFT	EFT-00342380	3/19/2026	1,971.60	State of Washington Consolidated Technology Services	
Supplier Payment	EFT	EFT-00342381	3/19/2026	39,095.07	Key Code Media, Inc	
Supplier Payment	EFT	EFT-00342382	3/19/2026	509.10	McKesson Medical Surgical Inc	
Supplier Payment	EFT	EFT-00342383	3/19/2026	14,060.25	PBS Engineering and Environmental Inc	
Supplier Payment	EFT	EFT-00342384	3/19/2026	34,321.80	Metereaders LLC	
Supplier Payment	EFT	EFT-00342385	3/19/2026	44,217.55	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00342386	3/19/2026	1,586.25	Bound Tree Medical LLC	
Supplier Payment	EFT	EFT-00342387	3/19/2026	3,548.95	Life-Assist Inc	
Supplier Payment	EFT	EFT-00342388	3/19/2026	30,640.00	Halme Excavating Inc	
Supplier Payment	EFT	EFT-00342389	3/19/2026	3,637.82	Metro Overhead Door Inc	
Supplier Payment	EFT	EFT-00342390	3/19/2026	36,857.45	Halbert Construction Services LLC	
Supplier Payment	EFT	EFT-00342391	3/19/2026	21,242.25	Share	
Supplier Payment	EFT	EFT-00342392	3/19/2026	3,410.00	Coffman Engineers Inc	
Supplier Payment	EFT	EFT-00342393	3/19/2026	19,334.54	Sarkinen Plumbing, Inc.	
Supplier Payment	EFT	EFT-00342394	3/19/2026	2,649.06	Continuant, Inc.	
Supplier Payment	EFT	EFT-00342395	3/19/2026	50,000.00	Proud Ground	
Supplier Payment	EFT	EFT-00342396	3/19/2026	9,959.45	Vancouver Housing Authority	
Supplier Payment	EFT	EFT-00342397	3/19/2026	118,636.42	Del Sol Inc	
Supplier Payment	EFT	EFT-00342398	3/19/2026	11,398.86	Wilson Oil Inc. - Remit-To: Wilson Oil Inc	
Supplier Payment	EFT	EFT-00342399	3/19/2026	545.76	Fehr & Peers	
Supplier Payment	EFT	EFT-00342400	3/19/2026	17,797.86	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00342401	3/19/2026	49,630.00	United Site Services of Nevada, Inc.	
Supplier Payment	EFT	EFT-00342402	3/19/2026	11,856.00	Finnery Construction Inc	
Supplier Payment	EFT	EFT-00342403	3/19/2026	176,682.52	Jeffrey D. Barrar, PS	
Supplier Payment	EFT	EFT-00342404	3/19/2026	3,511.49	Municipal Emergency Services Inc	
Supplier Payment	EFT	EFT-00342405	3/19/2026	6,129.25	Terracon Consultants Inc - Remit-To: Terracon Consultans Inc	
Supplier Payment	EFT	EFT-00342406	3/19/2026	10,151.45	Copiers Northwest Inc.	
Supplier Payment	EFT	EFT-00342407	3/19/2026	78,801.13	MacKay & Sposito, LLC	
Supplier Payment	EFT	EFT-00342408	3/19/2026	13,615.48	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00342409	3/19/2026	771,359.21	Skanska USA Building Inc	
Supplier Payment	EFT	EFT-00342410	3/19/2026	1,770.00	BCE Engineers, Inc.	
Supplier Payment	EFT	EFT-00342411	3/19/2026	4,679.56	HDR Engineering, Inc	
Supplier Payment	EFT	EFT-00342412	3/19/2026	120.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00342413	3/19/2026	1,411.00	State of Washington Auditor's Office	
Supplier Payment	EFT	EFT-00342414	3/19/2026	1,745,111.82	Tapani Inc	
Supplier Payment	EFT	EFT-00342415	3/19/2026	2,716.56	Rock Creek Communications, LLC	
Supplier Payment	EFT	EFT-00344362	3/25/2026	35,622.59	IAFF Local #452	
Supplier Payment	EFT	EFT-00344363	3/25/2026	1,293.36	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00344364	3/25/2026	25,935.86	Allegiance Benefit Plan Management Inc (COBRA)	
Supplier Payment	EFT	EFT-00344365	3/25/2026	158.91	Legal Shield	
Supplier Payment	EFT	EFT-00344366	3/25/2026	12,681.91	Vancouver Police Officer Guild	
Supplier Payment	EFT	EFT-00344496	3/26/2026	2,071.00	Pacifica Law Group LLP - Remit-To: Pacifica Law Group	
Supplier Payment	EFT	EFT-00344497	3/26/2026	21,563.83	YWCA Clark County	
Supplier Payment	EFT	EFT-00344498	3/26/2026	42,930.00	City Electric Co	
Supplier Payment	EFT	EFT-00344499	3/26/2026	4,000.00	The Amy VanCamp Experience LLC	
Supplier Payment	EFT	EFT-00344500	3/26/2026	852.50	MacKay & Sposito, LLC	
Supplier Payment	EFT	EFT-00344501	3/26/2026	12,660.39	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	EFT	EFT-00344502	3/26/2026	22,223.00	Council for the Homeless	
Supplier Payment	EFT	EFT-00344503	3/26/2026	6,078.27	Fourth Plain Forward	
Supplier Payment	EFT	EFT-00344504	3/26/2026	8,566.15	MES I ACQUISITION INC	
Supplier Payment	EFT	EFT-00344505	3/26/2026	27,450.00	Legendary Solutions LLC	
Supplier Payment	EFT	EFT-00344506	3/26/2026	4,352.00	Environmental Systems Research Institute Inc - Remit-To: Environmental Systems Research Institute Inc	
Supplier Payment	EFT	EFT-00344507	3/26/2026	6,250.00	Sparks Sullivan LLC	
Supplier Payment	EFT	EFT-00344508	3/26/2026	352.72	Metro Overhead Door Inc	
Supplier Payment	EFT	EFT-00344509	3/26/2026	71,167.68	Outsiderinn.org	
Supplier Payment	EFT	EFT-00344510	3/26/2026	3,155.20	Independent Heating & Cooling LLC	
Supplier Payment	EFT	EFT-00344511	3/26/2026	99,248.45	SDB Inc	
Supplier Payment	EFT	EFT-00344512	3/26/2026	13,375.00	S&F Land Services, LLC	
Supplier Payment	EFT	EFT-00344513	3/26/2026	1,628,998.36	Operations Management International Inc	
Supplier Payment	EFT	EFT-00344514	3/26/2026	38,794.00	Consor North America Inc - Remit-To: Consor North America	
Supplier Payment	EFT	EFT-00344515	3/26/2026	12,190.58	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00344516	3/26/2026	67,719.18	Jacobs Engineering Group Inc	

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INVOICE PAYMENTS REPORT

Category	Type	Transaction Reference	Date	Amount	Payee	Memo
Supplier Payment	EFT	EFT-00344517	3/26/2026	3,223.90	Municipal Emergency Services Inc	
Supplier Payment	EFT	EFT-00344518	3/26/2026	1,416.34	Bound Tree Medical LLC	
Supplier Payment	EFT	EFT-00344519	3/26/2026	61,767.77	Live Love Outreach	
Supplier Payment	EFT	EFT-00344520	3/26/2026	921.50	Tierra Right of Way Services LTD	
Supplier Payment	EFT	EFT-00344521	3/26/2026	345.71	Harry's Key Service Inc	
Supplier Payment	EFT	EFT-00344522	3/26/2026	27,352.05	Pacific Landscape Services Inc	
Supplier Payment	EFT	EFT-00344523	3/26/2026	92.00	Universal Field Services Inc	
Supplier Payment	EFT	EFT-00344524	3/26/2026	5,425.00	Terracon Consultants Inc - Remit-To: Terracon Consultans Inc	
Supplier Payment	EFT	EFT-00344525	3/26/2026	560.00	United Site Services of Nevada, Inc.	
Supplier Payment	EFT	EFT-00344526	3/26/2026	1,032.46	Petris LLC	
Supplier Payment	EFT	EFT-00344527	3/26/2026	30,153.16	Share	
Supplier Payment	EFT	EFT-00344528	3/26/2026	3,157.92	IQGeo America Inc	
Supplier Payment	EFT	EFT-00344529	3/26/2026	7,223.09	Universal Protection Services, LP	
Supplier Payment	EFT	EFT-00344530	3/26/2026	131,678.46	Right! Systems Inc	
Supplier Payment	EFT	EFT-00344531	3/26/2026	432.60	Lasko Printing Specialties Inc	
Supplier Payment	EFT	EFT-00344532	3/26/2026	529,960.50	North Cascades Excavating, LLC	
Supplier Payment	EFT	EFT-00344533	3/26/2026	220.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00344534	3/26/2026	505.00	Jasmine Alayadhi	
Supplier Payment	EFT	EFT-00344535	3/26/2026	19,453.46	Wilson Oil Inc. - Remit-To: Wilson Oil Inc	
Supplier Payment	EFT	EFT-00344536	3/26/2026	6,478.78	Elite Truck School, Inc	
Supplier Payment	EFT	EFT-00344537	3/26/2026	509.38	Maligned Humors PC	
Supplier Payment	EFT	EFT-00344538	3/26/2026	76.82	Ziply Fiber	
Supplier Payment	EFT	EFT-00344539	3/26/2026	178,617.20	Advanced Excavating Specialists LLC	
Supplier Payment	EFT	EFT-00344540	3/26/2026	38,734.43	Western United Civil Group, LLC - Remit-To: Western United Civil Group, LLC	
Supplier Payment	EFT	EFT-00344541	3/26/2026	714,853.83	TCF Architecture, PLLC	
Supplier Payment	EFT	EFT-00344542	3/26/2026	105.00	Brad Piesch Aggressive Enterprises, Inc	
Supplier Payment	EFT	EFT-00344543	3/26/2026	11,243.51	Fehr & Peers	
Supplier Payment	EFT	EFT-00344544	3/26/2026	80.00	Performance Occupational Health Services, LLC	
Supplier Payment	EFT	EFT-00344545	3/26/2026	2,025.00	SC Beholdings LLC	
			EFT	**9,585,507.71**		
Supplier Payment	Manual Wire		3/3/2026	38,170.48	JP Morgan Chase Bank, N.A	
Supplier Payment	Manual Wire		3/9/2026	131.42	Keybank National Association	
Supplier Payment	Manual Wire		3/10/2026	74,747.89	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		3/10/2026	586.00	Oregon SDU	
Supplier Payment	Manual Wire		3/10/2026	7,344.10	Washington SDU	
Supplier Payment	Manual Wire		3/10/2026	388,399.57	International City Management Association Retirement Corporation	
Supplier Payment	Manual Wire		3/10/2026	36,092.50	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		3/10/2026	30,125.00	Washington State Firefighters	
Supplier Payment	Manual Wire		3/10/2026	11,668.24	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		3/11/2026	1,359,597.89	Internal Revenue Service	
Supplier Payment	Manual Wire		3/12/2026	18,450.23	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire		3/12/2026	54,805.12	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire		3/12/2026	157.60	Washington Dental Service	
Supplier Payment	Manual Wire		3/12/2026	5,977.62	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		3/13/2026	75,049.49	Liberty Mutual Group Inc.	
Procurement Card Payment	Manual Wire		3/16/2026	723,891.59	CoV JPM Procurement Card	
Supplier Payment	Manual Wire		3/17/2026	847,986.15	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		3/17/2026	1,277.96	JP Morgan Chase Bank, N.A.	
Supplier Payment	Manual Wire		3/17/2026	176.70	Bank Of America N.A. - Remit-To: Account Analysis	
Supplier Payment	Manual Wire		3/18/2026	613,352.80	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Manual Wire		3/18/2026	67,698.57	Paymentus Corporation	
Supplier Payment	Manual Wire		3/19/2026	287.98	KFPro, Inc	
Supplier Payment	Manual Wire		3/19/2026	67,155.12	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		3/20/2026	1,757.10	Washington Dental Service	
Supplier Payment	Manual Wire		3/20/2026	19,643.71	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		3/20/2026	3,387.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire		3/24/2026	30,909.10	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		3/24/2026	6,428.71	Superion, LLC	
Supplier Payment	Manual Wire		3/25/2026	35,877.40	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		3/25/2026	30,425.62	Washington State Firefighters	
Supplier Payment	Manual Wire		3/25/2026	11,668.24	Western States Health & Welfare Trust	

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

INVOICE PAYMENTS REPORT

Category	Type	Transaction Reference	Date	Amount	Payee	Memo
Supplier Payment	Manual Wire		3/25/2026	586.00	Oregon SDU	
Supplier Payment	Manual Wire		3/25/2026	7,045.70	Washington SDU	
Supplier Payment	Manual Wire		3/25/2026	385,294.38	International City Management Association Retirement Corporation	
Supplier Payment	Manual Wire		3/25/2026	75,322.54	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		3/26/2026	41,655.32	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		3/26/2026	125.00	KFPro, Inc	
Supplier Payment	Manual Wire		3/26/2026	99,870.40	Amwins Group, Inc.	
Supplier Payment	Manual Wire		3/26/2026	1,056,744.62	Internal Revenue Service	
Supplier Payment	Manual Wire		3/26/2026	426,665.66	State of Washington Department of Revenue	
Supplier Payment	Manual Wire		3/27/2026	18,450.23	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire		3/27/2026	54,880.85	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire		3/27/2026	26,989.68	Blue Cross Blue Shield of Oregon	
			Manual Wire	**6,756,857.28**		
			Checks	**5,431,798.17**		
			Direct Deposit	**17,693.91**		
			EFT	**9,585,507.71**		
			3/16/2026	3,027.01	City Payments	Posted 03-09-26 - 03-15-26
			3/23/2026	7,916.81	City Payments	Posted 03-16-26 - 03-22-26
			3/30/2026	4,387.77	City Payments	Posted 03-23-26 - 03-29-26
			Hansen Total	**15,331.59**		
			3/16/2026	616.50	Miscellanous	Parks Class Refunds FCC 03-09-26 - 03-15-26
			3/16/2026	360.00	Miscellanous	Parks Class Refunds MCC 03-09-26 - 03-15-26
			3/23/2026	1,145.00	Miscellanous	Parks Class Refunds FCC 03-16-26 - 03-22-26
			3/23/2026	464.00	Miscellanous	Parks Class Refunds MCC 03-16-26 - 03-22-26
			3/30/2026	1,248.60	Miscellanous	Parks Class Refunds FCC 03-23-26 - 03-29-26
			3/30/2026	1,191.00	Miscellanous	Parks Class Refunds MCC 03-23-26 - 03-29-26
			VISA Total	**5,025.10**		
			Payroll Total	**8,994,110.49**		
			GRAND TOTAL	**30,806,324.25**		

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

City of Vancouver
Payroll Council Report
March 09, 2026 - March 29, 2026

Check No.	Date	Explanation	Amount	
3305 - 3319	03/10/26	March 10 Payroll	$	5,034.32
340220 - 342191	03/10/26	March 10 Direct Deposits	$	4,478,322.63
3320 - 3335	03/25/26	March 25 Payroll	$	4,167.58
342416 - 344361	03/25/26	March 25 Direct Deposits	$	4,506,585.96

$ 8,994,110.49

AN ORDINANCE relating to the 2025-26 Biennial Budget and making supplemental appropriations in various funds needed to meet certain necessary expenditures to be incurred in 2025-26 which were not and could not reasonably have been foreseen at the time of adoption of the 2025-26 Budget; declaring an emergency and providing for an immediate effective date.

Staff Report: 066-26

To: Mayor and City Council
From: City Manager
Date: April 6, 2026

Subject
First Supplemental Budget

Key Points

- Budget adjustments are made each year to reflect changes in revenues and expenditures that occur after the biennial budget is adopted.
- This supplemental includes a total increase in the City's 2025-26 appropriation of $70.1M.

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

Present Situation
The first supplemental of 2026 includes an adjustment of revenues, administrative items, expenditures associated with new external revenues, as well as requests based on newly identified needs.

REVENUE

As there has been some uncertainty in the economy, the City has continued to monitor revenue and expenditure trends. Within this Supplemental budget, an adjustment of revenues is included based on recent experiences, as well as expected impacts forthcoming in the biennium.

The City has experienced a decline in permit activity, which has reduced revenues generated from new development. As a result, sales tax, Park and Transportation Impact Fees and permitting fee revenues have also been negatively impacted. To ensure the City does not over-commit Impact Fee revenue, the revenue has been adjusted to match revenue collections through the end of 2025. Additional revenue collected in 2026 will be added to the subsequent Supplemental budget.

Recreation fees were increased in 2025 to help balance the 2025-26 biennial budget; however, actual revenue is 12.9% ($0.5M) below the original forecast. As part of this Supplemental, the 2026 Recreation fee revenue has been decreased by $0.7M to better align with the revised forecast.

Cable Utility Excise Tax was implemented in this biennium; however, actual tax revenue was not

received by the City until the second quarter of 2025. This Supplemental adjusts the 2025 budget to reflect actual revenues received and adjusts the 2026 budget with the revised forecast (2025 - $0.6M; 2026 - $0.2M).

Additionally, Cable Franchise Fee revenue has been declining with more customers starting to stream services rather than keep their cable. This Supplemental includes a decrease of $0.3M and $0.4M for 2025 and 2026 respectively for Cable Franchise Fee revenue.

Per VMC 5.10.040, the utility funds are levied a tax on their revenues which is paid to the General Fund. This Supplemental appropriates the additional revenue received in 2025 ($2.9M) and increases the forecasted amount expected in 2026 by $1.3M.

Lastly, this Supplemental includes an appropriation of $6.0M in revenue in 2026 for the passing of Proposition 5 which will fund 13.0 police officers and related services. In turn, with the passing of Proposition 5, the 2026 banked capacity revenue from Proposition 2 ($5.5M) has been removed in this Supplemental as well.

EXPENSE

The recommended expenditure appropriation for the City's operating and capital funds included in the 2026 First Supplemental Budget totals $70.1M. An increase of $35.5M relates to recommended changes in the operating budget, with the remaining appropriation increase of $34.6M representing changes in capital projects and supporting funding transfers. The Supplemental will result in utilizing $14.2M in city resources; of that amount, the General Fund's share is a credit of $4.1M.

OPERATING

General, Street & Fire Funds

The appropriation increase to the General, Street and Fire funds total $8.1M over the biennium. Major items are summarized below:

Grants include: Department of Ecology for electric vehicle charging; Department of Energy for an energy voucher at Luepke Center; Department of Transportation for the Commute Trip Reduction program and for high visibility enforcement; Washington State Authority to improve the quality of legal representation directly received by indigent defendants, as well as auto theft prevention; Washington State Department of Transportation National Highway System for paving at Fourth Plain and Chkalov Drive/Northeast 112th; Department of Justice for internet crimes against children and urban area security; Washington Criminal Justice Training Commission for wellness; Washington Traffic Safety Commission for phlebotomy training; Assistance to Firefighters for wildland training; and Washington Homeland Security for technical rescue training.

Administrative items include:

1. Truing up budgets for the Water, Sewer, Drainage allocation, City Hall Rent, Facilities Maintenance, and Cost Allocation Plan interfund cost models.
2. Allocating funds for the potential 2026 paid time off (PTO) cash out.
3. Realignment of Commercial Parking Tax funds from the General Fund to the Streets Operating Fund.
4. Adjusting budget for the Bridge Shelter Provider Services to align with the schedule of the Bridge Shelter opening, as well as the General Fund support for Fire Services in 2026.

New items identified include:

1. Thirteen (13.0) Police Officers, including any related equipment, supplies, and training (funded by Proposition 5).
2. One (1.0) City Prosecutor, 1.0 Legal Assistant, increased court, county jail, public defense and overhead related expenses associated with the addition of police officers (funded by Proposition 5).
3. Two (2.0) limited duration FTEs and extra help services to support Fiber Installation Inspections, as well as temporary staffing support for the Homeless Assistance & Resource Team (HART).
4. One (1.0) Rental Registration Program Coordinator to support the newly implemented rental registration program.
5. Allocating funds for General Fund support of the Fire Code Enforcement program, and appropriating budget for a Fire recruit academy in 2026.
6. Increasing budget for 2026 Clark Regional Emergency Services Agency (CRESA) services, drainage fees in Street Maintenance, and Pavement Management construction overhead.
7. Appropriating Interstate Bridge Replacement (IBR) budget in 2026 (supported by the IBR program).
8. Allocating budget in 2025, for credit card fees that were not passed onto customers and aligning budget in 2026 with the timing of implementation of passing credit card fees on to customers.
9. Within Parks, Recreation, and Cultural Services, appropriating budget for an update and installation on Recreation registration software; a continuation of the Vancouver Arts Hub Interim Use; and transitional support for the Vancouver Arts & Music Festival.
10. Transfer funding support for five administrative vehicles for Fire, an administrative vehicle for Police, and Street vehicle winter attachments.

Other Operating Funds

The remaining $27.4M appropriation increase relates to changes in other operating city funds. Major changes are summarized below:

Grants include: 2025 Connecting Housing to Infrastructure Program (CHIP) awards; 2025 Home Electrification and Appliances Rebate (HEAR) program award; Bonneville Power Administration Pacific Lamprey grant for the Water Center Exhibit; Department of Transportation for the Airport Terminal Renovation Construction and Pearson Airport Master Plan; and Clark Vancouver Television Public Education Grant.

Administrative items include:

1. Truing up budgets for the Water, Sewer, Drainage allocation, City Hall Rent, Operations & Maintenance, Facilities Maintenance, and Cost Allocation Plan interfund cost models.
2. Allocating funds for the potential 2026 paid time off (PTO) cash out.
3. Adjusting the funding transfer for the Bridge Shelter Provider Services to align with the schedule of the Bridge Shelter opening.
4. Per VMC 5.10.040, this Supplemental appropriates the budget for the increased utility tax expense in 2025, as well as the forecasted amount expected in 2026.
5. Appropriation in 2025 for potential Workers' Compensation and General Liability Insurance actuarial adjustment.
6. Appropriating a funding transfer of interest accrued in the restricted American Rescue Plan Act

(ARPA) Fund to the ARPA match fund.

New items include:

1. Appropriating budget in the Cultural Access Fund for grant distribution, as well as the addition of 4.0 FTEs to administer the program, and the appropriating budget for the associated resources needed.
2. Allocating budget in 2025, for credit card fees that were not passed onto customers and aligning budget in 2026 with the timing of implementation of passing credit card fees on to customers.
3. Adding budget for five administrative vehicles for Fire, and one administrative vehicle for Police; increasing budget within Water, Wastewater, Stormwater funds for vehicles that had a replacement shortfall; and increasing the vehicle upfitting appropriation within the Fleet Services Operation Fund.
4. Appropriating funds for the addition of six Police Patrol and three Police Administrative vehicles funded by Proposition 5.
5. Increase funding to expand the Law Enforcement Tech Unit program to include drone as first responder and a real-time information center.
6. Appropriating budget within the Special Weapons and Tactics (SWAT) fund for the replacements of sniper rifles and ballistic vests.
7. Adding professional services funds for a utility rate study and system development charge update; and for a municipal advisor to assist with debt issuance for construction of the Water Operations Center.
8. One (1.0) Environmental Regulatory Program Manager to support the Water Engineering program.
9. One (1.0) Budget Manager position. The current Budget Manager is underfilling the Deputy Director position. The City would like to recruit and fill the current Deputy Director position. To do this, a Budget Manager position needs to be created for the Budget Manager to fill.
10. Creation of a Police Forfeiture Fund for accounting of cash seizures and deposits, along with the corresponding appropriation of funds.
11. Recognize the savings from the transition of Regence to Association of Washington Cities for Health Insurance.

Capital

The total net Capital Budget appropriation included in the First Supplemental of 2026 is $34.6M (including internal transfers). Expenditures by project are outlined in Attachment C of the ordinance. Highlights of Attachment C are listed below:

General Capital/Asset Management projects totaling $11.8M for:

- Operations Center Campus Replacement Increase
- Bridge Shelter Construction Increase (PeaceHealth Grant)
- Electric Vehicle Charging Stations (Dept of Commerce Grant)
- Pearson Airport Remodel & Security Cameras (Department of Transportation Grant)
- Chkalov Parking Lot II Design – Police Fleet Satellite (Proposition 5)
- Police East Precinct Updates (Proposition 5)
- Tier 2 Building Energy Audit (Association of WA Cities Grant)

Fire Capital projects totaling $0.1M for:

New:

- Fire Station 6, 7, 10, 11 Facility Repairs & Updates

Administrative:

- Fire Boat House Basin Dredging *(Add)*
- Fire Station 5 Boiler and HVAC Upgrades *(Remove)*

Parks Capital projects totaling $4.4M for:

- Vancouver Innovation Center Increase
- Raymond E Shaffer Park Development Increase
- Franklin Park Play Equipment Replacement
- Bella Vista Park Play Equipment Replacement
- Park Impact Fee (PIF) District C Community Park Land Acquisition
- Gretchen Fraser Park Surfacing Replacement
- Leach Park Surfacing Replacement
- MyPark Surfacing Replacement
- Oakbrook Park Development

Water Capital projects totaling $7.1M for:

- Water Station Polyfluoroalkyl Substances (PFAS) Treatments
- Water Station 1 Replace Wells 3, 4, 5
- Water Station 15 Sand & Gravel Aquifer Test Well
- Water Station 5 Tower Internal Coating
- Water Station 3 Reservoir/Tower/Booster Replace
- Water Demand Response
- NE 137th Ave - 49th to Fourth Plain
- Burlington Northern Santa Fe 4th Plain Crossing (T-3)

Administrative:

- 112th Avenue Transmission Main (T-34 - Phase 1)
- 99th St to 152nd Ave & Padden to Ward Rd Transmission Main (T-33)
- Operations Center Campus Replacement *(Project Schedule Alignment)*

Streets/Transportation Capital projects total $2.7M for:

- NE 18th St - 141st Ave to 162nd Ave Design Increase
- Walnut Grove El. Sidewalk & Pedestrian Crossing Imp (Safe Routes to School)
- Mill Plain and Thompson Railroad Crossing Replacement
- Fourth Plain Safe Streets for All (Federal Highway Admin Grant)

- Evergreen Trail - Chelsea to Image Increase (Dept of Transportation Grant)
- Image & Lincoln Elementary Crossing Improvements (Safe Routes to School)

Administrative:

- Mill Plain/MacArthur Intersection Improvements Alignment
- Grand Loop Infrastructure Improvements Alignment
- Fourth Plain - 62nd - Andresen Multiuse Path Project Alignment
- NE 18th St - 97th Ave to 107th Ave Adjustment
- Capital funding transfers supporting the City's capital projects budget totaling $8.5M.

Attachment B of the ordinance outlines changes to full-time equivalent (FTE) employees, with an overall net new increase of 27.0 FTEs recommended in the 2026 First Supplemental. Major changes from Attachment B are listed below:

Positions supported from Proposition 5:

- Add 13.0 FTEs - Police Officers
- Add 1.0 FTE – City Prosecutor
- Add 1.0 FTE – Legal Assistant

Positions to support revenue-funded work:

- Add 1.0 FTE – Rental Registration Program Coordinator
- Add 2.0 FTE – Lead Parking Enforcement Officers
- Add 1.0 FTE – Communications Specialist (Cultural Arts Tax)
- Add 1.0 FTE – Cultural Access Program Supervisor (Cultural Arts Tax)
- Add 2.0 FTEs – Grant Coordinators (Cultural Arts Tax)
- Add 2.0 Limited Duration FTEs – Senior Construction Inspectors (Franchise Utility)

Other FTE changes to support the organization:

- Add 1.0 FTE – Budget Manager (Underfilling Deputy Director Position)
- Add 1.0 FTE – Environmental Regulator Program Manager
- Add 1.0 FTE – Solid Waste Program Coordinator

Advantage(s)

1. The proposed budget adjustments will ensure that the City remains in compliance with state statutes that require all City expenditures to have an appropriation approved by ordinance.
2. Appropriations are provided for important City programs, services, and capital projects.

Challenge(s)

Proposed supplemental recommends spending a net amount of $14.2M of existing city resources across all funds.

Budget Impact
This supplemental includes a total increase in the City's 2025-26 appropriation of $70.1M.

Prior Council Review
March 16, 2026 - Consent Agenda

Action Requested
On Monday, April 6, 2026, upon second reading and a public hearing, finalize and approve the ordinance.

Staff Contact
Shannon Olsen, Budget Manager, shannon.olsen@cityofvancouver.us

Attachments:
1. Presentation
2. Ordinance
3. Attachment A
4. Attachment B
5. Attachment C
6. Attachment D
7. Attachment E

CITY OF Vancouver WASHINGTON

2026 First Supplemental Budget

Lisa Brandl - Deputy City Manager / CFO
Shannon Olsen - Budget Manager
Financial & Management Services
April 6, 2026

2026 First Supplemental

Overview

- Background:
  - Supplemental Appropriation - a mid-biennial budget amendment that allows for necessary adjustments to the adopted biennial budget as a result of unanticipated circumstances.
  - Council approval is required for increases in appropriations and staffing.
- Scope:
  - Administrative / clean-up Items
  - New requests, with revenue support
  - New requests, based on newly identified needs

2026 First Supplemental

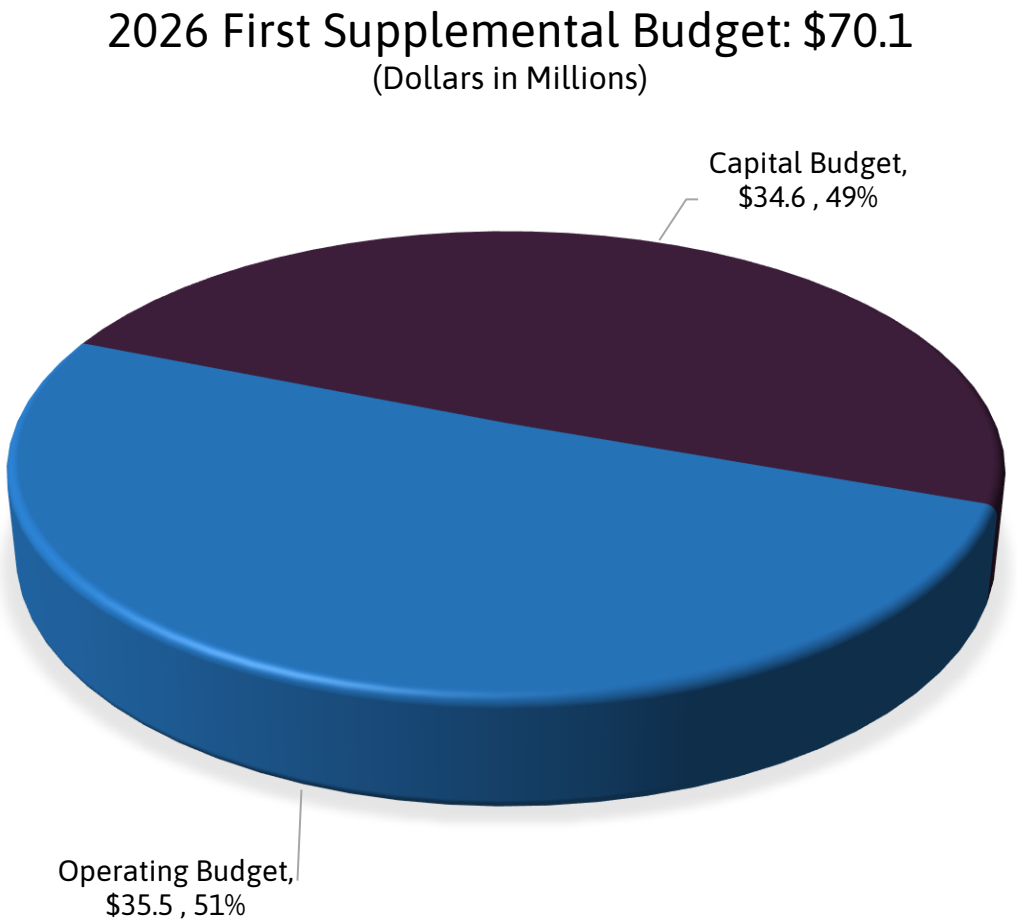
Revenue Adjustments

- Park & Transportation Impact Fees
- Recreation Fee Revenue
- Cable Franchise Fee & Utility Excise Tax
- Business & Occupation Tax (Retail Only)
- Taxes on Utility Funds
- Proposition 5
- Proposition 2 Banked Capacity

2026 First Supplemental

Operating and Capital Budget

- 3.2% increase to the current biennium budget, bringing revised total to $2.3B overall
- Total net impact: $14.2M utilization citywide cash
- Net impact on the General Fund: $4.1M credit of undesignated cash balance



2026 First Supplemental

Budget Appropriation

Total 2026 First Supplemental: $70.1M

- **Operating Budget** $35.5M
  - General, Street, Fire Funds $8.1M
  - Other Operating Funds $27.4M
- **Capital Budget** $34.6M
  - Capital Projects $26.1M
  - Funding Transfers $8.5M

2026 First Supplemental

FTE Summary: Net New 27.0 FTEs

City Attorney's Office 2.0 FTE	Economic Prosperity & Housing 3.0 FTE	Police 13.0 FTE	Parks, Recreation & Cultural Services 4.0 FTE
• Add 1.0 FTE, City Prosecutor (Prop 5) • Add 1.0 FTE, Legal Assistant (Prop 5)	• Add 1.0 FTE, Rental Registration Program Coordinator • Add 2.0 FTE, Lead Parking Enforcement Officers	• Add 13.0 FTEs, Police Officers (Prop 5)	• Add 1.0 FTE, Communications Specialist (Cultural Arts Tax) • Add 1.0 FTE, Cultural Access Program Supervisor (Cultural Arts Tax) • Add 2.0 FTEs, Grant Coordinators (Cultural Arts Tax)

Position reclassifications or movement between departments with a budget impact are not shown on this slide, but are specified on Attachment B.

2026 First Supplemental

FTE Summary: Net New 27.0 FTEs *(continued)*

Finance & Management Services 1.0 FTE	Public Works - Water 1.0 FTE	Public Works - Solid Waste 1.0 FTE	Public Works - Streets 2.0 FTE
• Add 1.0 FTE, Budget Manager	• Add 1.0 FTE, Environmental Regulatory Program Manager	• Add 1.0 FTE, Solid Waste Program Coordinator	• Add 2.0 Limited Duration FTEs, Senior Construction Inspectors (Franchise Utility)

Position reclassifications or movement between departments with a budget impact are not shown on this slide, but are specified on Attachment B.

Interfund Loan

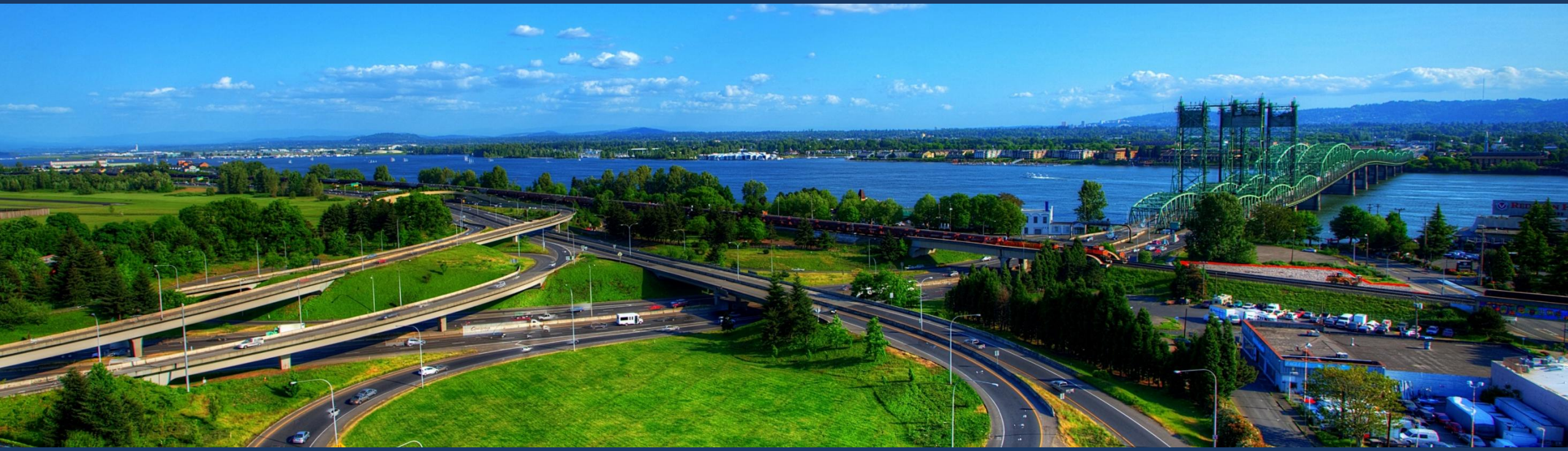
General Fund to Fire: $3.6M

- Proposition 2 Banked Capacity / Interfund Loan
  - $3.6M to support Fire Capital, specifically Station 8 in 2026

Proposed: $3.6 million three-year loan from the General Fund to the Fire Fund at 4.263%				
Date	Principal	Interest	Total Payment	Outstanding Balance
12/31/2026	$0	$102,312	$102,312	$3,600,000
12/31/2027	$1,200,000	$153,468	$1,353,468	$2,400,000
12/31/2028	$1,200,000	$102,312	$1,302,312	$1,200,000
12/31/2029	$1,200,000	$51,156	$1,251,156	$0
Total	$3,600,000	$409,248	$4,009,248	

Questions & Discussion

Thank You



shannon.olsen@cityofvancouver.us | 360-487-8497 | cityofvancouver.us

ORDINANCE M-_____

AN ORDINANCE relating to the 2025-26 Biennial Budget and making supplemental appropriations in various funds to account for revenue in excess of initial budget projections and to meet certain necessary expenditures to be incurred in 2025-26 which were not and could not reasonably have been foreseen at the time of adoption of the 2025-26 Budget; declaring an emergency and providing for an immediate effective date.

WHEREAS, as set forth in Staff Report _____, following the Council Workshop regarding the 2026 First Supplemental Budget that occurred on March 2, 2026, the proposed 2026 First Supplemental Budget has been prepared for approval; and

WHEREAS, upon due and proper legal notice, Vancouver City Council held a public hearing on April 6, 2026, to consider the City's 2026 First Supplemental Budget.

NOW THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Supplemental appropriations are needed to account for revenues received that are in excess of those estimated at the time of adoption of the 2025-26 Budget and meet certain necessary expenditures to be incurred in 2025-26 which were not and could not reasonably have been foreseen at the time of adoption of the 2025-26 Budget. As required by chapter 35.34 RCW, there is hereby set forth in summary form the total adjustments of expenditure appropriations for each separate fund adjusted and the aggregate totals for all such funds combined, as set forth in Attachment "A" of this ordinance. Attachment "C" outlines specific capital projects included in the 2025-26 City of Vancouver Capital Budget.

Section 2. That a total of 27.0 full-time equivalent positions are added as identified in Attachment “B” to this ordinance. The position adjustments shall be made consistent with applicable civil service rules and personnel regulations.

Section 3. The salary schedule for positions not covered by labor agreements is amended and set forth in Attachment “D” of this ordinance.

Section 4. The salary schedule for positions within the Office and Professional International Union (OPEIU) labor agreement is amended and set forth in Attachment “E” of this ordinance.

Section 5. A separate custodial fund is created to account for revenues and expenses associated with seized cash that can be returned to or forfeited by victims to be available for police investigative use. The new fund shall be named “Police Forfeiture Fund” (Fund number 657).

Section 6. As reported in SR No. _____, revenue has been received by the City that is in excess of those estimated at the time of adoption of the 2025-26 Budget. City Council finds that it is in the best interest of the City to appropriate this revenue as set forth in the attached 2026 First Supplemental Budget. In addition, City Council finds that it is in the best interest of the City to re-appropriate certain funds that were appropriated in the 2025-26 Budget.

Section 7. As reported in SR No. _____ the appropriations made in this ordinance are necessary to meet certain necessary expenditures that will be incurred in 2025-26 biennium which were not and could not reasonably have been foreseen at the time of adoption of the 2025-26 Budget. City Council finds that inability to meet necessary and

unforeseeable expenditures constitutes an emergency and, pursuant to RCW 35.34.150, declares an emergency.

Section 8. Those acts taken in conformance with this ordinance, but prior to its effective date are hereby ratified and confirmed.

Section 9. Effective Date. This ordinance shall go into effect immediately upon final passage and publication.

DATE OF FINAL PASSAGE at a Regular Meeting of the Vancouver City Council: _____, 2026.

SIGNED this _____ day of _____, 2026.

_____
Anne McEnerny-Ogle, Mayor

Attest:

_____
Anthony Glenn, Deputy City Clerk

Approved as to form:

_____
Nena Cook, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE relating to the 2025-26 Biennial Budget making supplemental appropriations in various funds to account for revenue in excess of initial budget projections and, to meet certain necessary expenditures to be incurred in 2025-26 which were not and could not reasonably have been foreseen at the time of adoption of the 2025-26 Budget; declaring and emergency; and providing for an immediate effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Public Records Officer at 360-487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

City of Vancouver
Expenditures by Fund

Attachment A

Fund	2026 First Supplemental (2025-26 Biennium)	2025-26 Biennium Budget (Total)
Operating Budget		
General, Street, and Fire Funds		
General Fund	$ 2,558,539	$ 537,853,299
Street Fund	$ 376,646	$ 39,578,025
Street Funding Initiative - Operating Fund	$ 4,188,418	$ 41,238,637
Fire Fund	$ 952,085	$ 172,000,298
Total General, Street, and Fire Funds	**$ 8,075,688**	**$ 790,670,259**
Special Revenue Funds		
Investigative Fund	$ 26,152	$ 145,181
Drug Enforcement Fund	$ 46,076	$ 78,926
CED Grants	$ 3,243,876	$ 18,492,791
Tourism Fund	$ 88,780	$ 7,742,692
Affordable Housing	$ (141,960)	$ 21,728,653
American Rescue Plan Act Fund	$ 1,200,000	$ 1,200,000
National Opioid Settlements Fund	$ -	$ 3,567,225
American Rescue Plan Act 2 Fund	$ -	$ 15,074,800
Parkhill Cemetery Improvement Fund	$ (4,784)	$ 337,832
Cultural Arts Tax - Local Sales Tax Fund	$ 6,175,000	$ 6,650,000
Parks, Recreation, and Cultural Services Special Revenue Fund	$ -	$ 1,077,346
Criminal Justice Fund	$ 2,593,245	$ 5,084,682
Affordable Housing Local Sales Tax Fund	$ (1,141,667)	$ 15,746,472
Affordable Housing State Sales Tax Credit Fund	$ (14,071)	$ 1,430,100
Transportation Special Revenue Fund	$ 18,495	$ 3,842,755
REET 1 (2002 Special Revenue Fund)	$ (98,107)	$ 3,558,021
Economic Development Fund	$ 22,097	$ 2,160,153
VNHR Properties	$ (77,251)	$ 1,267,903
Fire Equipment Fund	$ 370,513	$ 20,467,602
Emergency Ambulance Services Contract Admin Fund	$ (173,396)	$ 2,043,921
Impact Fees - School Districts	$ -	$ 9,020,112
PIF - District C Fund	$ -	$ 144,000
Debt Service Funds		
G O Debt Service Fund	$ -	$ 13,417,130
Capital Funds		
Transportation Capital Fund	$ 491,074	$ 1,086,247
Street Funding Initiative - Capital Fund	$ 694,309	$ 4,944,309
Fire Acquisition Fund	$ (137,430)	$ 152,267
Capital Improvement Fund	$ (74,557)	$ 287,225
VNHR Property Capital Fund	$ 7,670	$ 7,670
Parks Construction Fund (Capital Projects only)	$ 17,127	$ 461,892

City of Vancouver
Expenditures by Fund

Attachment A

Fund	2026 First Supplemental (2025-26 Biennium)	2025-26 Biennium Budget (Total)
Enterprise Funds		
Water Revenue Bond - Operations Center	$ -	$ 586,275
City Tree Reserve Fund	$ 3,636	$ 250,378
Surface Water Construction Fund	$ (1,335)	$ 60,160
Surface Water Management Fund	$ 2,013,976	$ 59,148,767
Water Utility Fund	$ 2,063,872	$ 140,042,606
Systems Development Reserves	$ -	$ 7,762,600
Water Construction Fund	$ 122,242	$ 1,473,343
SCIP Fund	$ (61,937)	$ 1,946,933
Utility Customer Assistance	$ 60,000	$ 120,000
Water Revenue Bond Debt Service Fund	$ -	$ 2,976,979
Sewer Utility Fund	$ 5,356,990	$ 140,457,962
Sewer System Development	$ -	$ 8,112,600
Sewer Construction Fund	$ -	$ 989,900
Airport Fund	$ 494,022	$ 3,731,729
Building Inspection Fund	$ (33,556)	$ 18,914,675
Solid Waste Fund	$ 34,616	$ 7,208,162
Parking Services Fund	$ 714,699	$ 10,414,469
Tennis Center Fund	$ 1,503	$ 36,151
Internal Service Funds		
Facilities Asset Management and Replacement Reserve	$ (10,106)	$ 28,769
Equipment Services Operations Fund	$ 1,665,263	$ 21,680,065
Equipment Services Capital Fund	$ 1,407,738	$ 20,885,706
Computer Repair & Replacement	$ (22,495)	$ 9,087,189
Facilities Maintenance Services Fund	$ 148,220	$ 21,339,372
Grounds Services Fund	$ 769,241	$ 15,661,323
Self-Insured Worker's Comp & Liability Fund	$ 2,099,277	$ 38,462,842
Internal Administrative Services Fund	$ 216,126	$ 65,291,509
Benefits Fund	$ 11,816,837	$ 45,582,819
Self-Insured Health Insurance Fund	$ (14,905,341)	$ 22,694,495
Fiduciary Funds		
SW Washington Regional SWAT Team Fund	$ 249,754	$ 1,306,084
Police Pension Trust Fund	$ (5,384)	$ 3,104,863
Fire Pension Trust Fund	$ (23,320)	$ 2,899,296
City/County Cable TV Fund	$ 8,899	$ 3,296,074
PEG Capital Support Fund	$ -	$ 1,825,962
Police Forfeiture Fund	$ 100,000	$ 100,000
Total Other Funds Expense Budget	**$ 27,414,628**	**$ 838,697,963**
Total Operating Expense Budget	**$ 35,490,316**	**$ 1,629,368,222**

City of Vancouver
Expenditures by Fund

Attachment A

Fund	2026 First Supplemental (2025-26 Biennium)	2025-26 Biennium Budget (Total)
Capital Budget		
Capital Project Funds		
General Fund Capital	$ 1,099,026	$ 11,805,026
Transportation Capital Fund	$ (2,500,000)	$ 31,150,000
Street Funding Initiative - Capital Fund	$ 6,848,000	$ 70,916,218
Fire Acquisition Fund	$ 186,667	$ 19,237,963
Capital Improvement Fund	$ 9,627,068	$ 101,888,364
VNHR Property Capital	$ -	$ 507,428
Parks Construction Fund (Capital Projects only)	$ 4,397,520	$ 50,182,332
Water Revenue Bond - Operations Center	$ (8,334,093)	$ 12,410,851
Drainage Construction Fund	$ 0	$ 13,341,638
Water Utility Fund	$ -	$ (145,000)
Water Construction Fund	$ 13,797,040	$ 116,035,602
Sewer Utility Fund	**$ -**	**$ -**
Sewer Construction Fund	$ 0	$ 78,433,406
Airport	$ 1,025,000	$ 1,525,000
Total Capital Project Funds	**$ 26,146,228**	**$ 507,288,828**
Capital Funding Transfers Supporting Capital Projects		
General Fund	$ (481,921)	$ 15,414,773
Street Fund	$ -	$ 1,550,000
American Rescue Plan Act Fund	$ (1,200,000)	$ 7,517,333
American Rescue Plan Act 2 Fund	$ 1,200,000	$ 10,344,106
Parks, Recreation, and Cultural Services Special Revenue Fund	$ 1,415,000	$ 3,545,812
Affordable Housing Local Sales Tax Fund	$ (100,974)	$ 13,999,026
Affordable Housing State Sales Tax Credit Fund	$ -	$ 400,000
Transportation Special Revenue Fund	$ -	$ 400,000
REET 1 (2002 Special Revenue Fund)	$ 4,000,000	$ 8,100,000
Downtown Initiatives Fund	$ 500,000	$ 9,601,531
Columbia TIF District	$ -	$ 3,450,000
Cascade TIF District	$ -	$ 2,000,000
Pacific TIF District	$ -	$ 5,000,000
Fire Fund	$ 56,585	$ 9,981,875
PIF - District A	$ -	$ 2,389,407
PIF - District B	$ 1,080,000	$ 6,549,246
PIF - District C	$ 1,618,476	$ 14,402,297
Street Funding Initiative - Capital Fund	$ -	$ 1,016,000
Fire Acquisition Fund	$ (75,731)	$ (75,731)
Surface Water Management Fund	$ -	$ 62,000
Water Utility Fund	$ 3,040,000	$ 19,711,609
Water Construction Fund	$ (8,092,380)	$ (8,092,380)
Facilities Asset Mgmt and Replacement Reserve Fund	$ 5,478,861	$ 31,734,368
Self-Insured Worker's Comp & Liability Fund	$ 54,351	$ 54,351

City of Vancouver
Expenditures by Fund

Attachment A

Fund	2026 First Supplemental (2025-26 Biennium)	2025-26 Biennium Budget (Total)
Internal Administrative Services Fund	$ -	$ 241,860
Total Transfers for Capital	**$ 8,492,267**	**$ 159,297,483**
Total Capital Expense Budget	**$ 34,638,495**	**$ 666,586,311**
Total Operating and Capital Expense Budget	**$ 70,128,811**	**$ 2,295,954,533**

Full-Time Equivalent Employees by Fund, Department and Classification
City of Vancouver 2026 First Supplemental

Attachment B

Fund - Department	Job Profile	Action	2026 FTE	Limited Term End Date
001 General Fund				
City Attorney's Office	Assistant City Attorney 2	Reclassification	(1.00)	
	City Prosecutor	New - Regular	1.00	
	Deputy City Prosecutor	Reclassification	1.00	
	Legal Assistant	New - Regular	1.00	
City Attorney's Office Total			**2.00**	
Economic Prosperity & Housing	Program Coordinator 2	New - Regular	1.00	
Economic Prosperity & Housing Total			**1.00**	
Police	Police Officer	New - Regular	13.00	
Police Total			**13.00**	
001 General Fund Total			**16.00**	
102 Street Fund				
Public Works - Business Services	Senior Engineering Technician	Departmental Change	(1.00)	
Public Works - Business Services Total			**(1.00)**	
102 Street Fund Total			**(1.00)**	
103 Street Funding Initiative - Operating Fund				
Public Works - Transportation Engineering	Senior Construction Inspector	New - 2 Yr Limited Term	2.00	(2) 12/31/2028
Public Works - Transportation Engineering Total			**2.00**	
103 Street Funding Initiative - Operating Fund Total			**2.00**	
120 Cultural Arts Tax - Local Sales Tax Fund				
Parks, Recreation & Cultural Services	Communications Specialist 2	New - Regular	1.00	
	Cultural Access Program Supervisor	New - Regular	1.00	
	Grants Coordinator	New - Regular	2.00	
Parks, Recreation & Cultural Services Total			**4.00**	
120 Cultural Arts Tax - Local Sales Tax Fund Total			**4.00**	
151 Fire Fund				
Fire	Deputy Fire Marshal 2	Reclassification	2.00	
	Lead Deputy Fire Marshal	Reclassification	(2.00)	
Fire Total			**0.00**	
151 Fire Fund Total			**0.00**	
444 Surface Water Management Fund				
Public Works - Business Services	Senior Engineering Technician	Departmental Change	1.00	
Public Works - Business Services Total			**1.00**	
444 Surface Water Management Fund Total			**1.00**	
445 Water Utility Fund				
Public Works - Business Services	Communications Specialist 3	Departmental Change	1.00	
	Strategic Communications Manager	Departmental Change	1.00	
Public Works - Business Services Total			**2.00**	
Public Works - Utilities Engineering	Environmental Regulatory Program Manager	New - Regular	1.00	
Public Works - Utilities Engineering Total			**1.00**	
445 Water Utility Fund Total			**3.00**	
490 Solid Waste Fund				
Public Works - Environmental Services	Program Coordinator 1	New - Regular	1.00	
Public Works - Environmental Services Total			**1.00**	
490 Solid Waste Fund Total			**1.00**	
491 Parking Services Fund				
Economic Prosperity & Housing	Lead Parking Enforcement Officer	New - Regular	2.00	
Economic Prosperity & Housing Total			**2.00**	
491 Parking Services Fund Total			**2.00**	

Fund - Department	Job Profile	Action	2026 FTE	Limited Term End Date
510 Internal Administrative Services Fund				
Communications & Outreach	Communications Specialist 3	Departmental Change	(1.00)	
	Community Engagement Manager	Departmental Change	(1.00)	
	Community Liaison 2	Departmental Change	(1.00)	
	Strategic Communications Manager	Departmental Change	(1.00)	
Communications & Outreach Total			**(4.00)**	
Engagement and Access	Community Engagement Manager	Departmental Change	1.00	
	Community Liaison 2	Departmental Change	1.00	
	Engagement and Access Director	Reclassification	1.00	
	Equity and Inclusion Program Director	Reclassification	(1.00)	
Engagement and Access Total			**2.00**	
Financial & Management Services	Budget Manager	New - Regular	1.00	
	Human Resources Manager 1	Reclassification	1.00	
	Payroll Manager	Reclassification	(1.00)	
Financial & Management Services Total			**1.00**	
Human Resources	Compensation Analyst 2	Reclassification	(1.00)	
	Employee Engagement Specialist 2	Reclassification	(1.00)	
	Human Resources Manager 2	Reclassification	1.00	
	Human Resources Systems Analyst	Reclassification	1.00	
Human Resources Total			**0.00**	
510 Internal Administrative Services Fund Total			**(1.00)**	
Grand Total			**27.00**	

City of Vancouver
Capital Projects by Group and Funding Sources

Attachment C

Capital Group	Project Name	2026 First Supplemental (2025-26 Biennium)	2025-26 Biennium Budget (Total)
General	521 Chkalov Drive Property Remodel	$ -	$ 14,983,618
	Bridge Shelter Design, Construction and Operating Costs	$ 1,666,912	$ 21,666,912
	Bridge Shelter Kitchen	$ 800,000	$ 800,000
	Chkalov Fleet Parking	$ 750,000	$ 750,000
	Cultural Arts Building	$ -	$ 3,150,000
	Electric Vehicle Charging Stations	$ 1,200,000	$ 2,189,138
	Heights Development Phase 1 Design/Planning	$ -	$ 821,000
	Income-based Housing Investments (ARPA)	$ -	$ 3,590,000
	Operations Center Redevelopment	$ 5,478,861	$ 25,159,018
	Waterfront Gateway	$ -	$ 5,173,146
General Total		**$ 9,895,773**	**$ 78,282,832**
General - Airport	Light Vault/Runway Lighting Reconstruction	$ -	$ 500,000
	Pearson Airport Terminal Remodel	$ 955,000	$ 955,000
	Security Camera System at Pearson Airport	$ 70,000	$ 70,000
General - Airport Total		**$ 1,025,000**	**$ 1,525,000**
General - Asset Management	Amtrak Gutter Repairs	$ -	$ 13,650
	Amtrak Security Upgrade	$ -	$ 52,500
	Birch Room Siding Leak Repairs	$ 96,422	$ 96,422
	Capital Contingency	$ (43,401)	$ (43,401)
	City Hall - S2 Access Control Upgrade and Server Install	$ -	$ 67,338
	City Hall Accessibility Project (ARPA)	$ -	$ 1,213,418
	City Hall and Firstenburg Energy Audits	$ -	$ 167,150
	City Hall Building Envelope Repairs	$ (26,758)	$ 542
	City Hall Interior Lighting Upgrade	$ -	$ 1,000,000
	Citywide Fire Panel Upgrades	$ -	$ 263,120
	Clark County Historic Museum Building Envelope Repairs	$ -	$ 133,410
	Clark County Historic Museum Electrical Upgrades	$ -	$ 275,000
	Clark County Historic Museum Plumbing Upgrades	$ -	$ 18,900
	Esther Short Park - Reconfiguration of Storage and Pumphouse location	$ (5,239)	$ 118,848
	Esther Short Park Bell Tower Remodel	$ 5,239	$ 1,005,239
	Firstenburg Community Center Roof Repairs	$ (54,598)	$ 9,452
	Firstenburg HVAC Air Handling Unit #5	$ 39,763	$ 59,467
	Firstenburg HVAC Repairs	$ -	$ 110,250
	Firstenburg Replace AMAG Technologies Building Access Control Panels	$ -	$ 100,000
	Firstenburg Solar and Battery	$ -	$ (2,000,000)
	Fleet Oil Burning Heaters Replacement	$ 23,664	$ 98,664
	Fort Vancouver Regional Library Roof Replacement	$ -	$ 3,327,800
	Fruit Valley Demolition	$ (8,184)	$ (8,184)
	Fruit Valley Roof/Gutters Replacement	$ -	$ 350,000
	HVAC Controls	$ 50,286	$ 580,414
	Legal City Hall Footprint Reduction	$ -	$ 241,860
	Luepke Center - Replace Air Handlers and Exhaust Fan Systems	$ -	$ 500,000
	Luepke Replace AMAG Technologies Building Access Control Panels	$ -	$ 100,000
	Marine Park HVAC Repairs	$ -	$ 177,450
	Marshall Center Fire Panel Upgrade	$ -	$ 139,120
	Marshall Center HVAC Chiller Repairs	$ -	$ 250,000
	Marshall HVAC Upgrades	$ -	$ 56,700
	Marshall Replace AMAG Technologies Building Access Control Panels	$ -	$ 100,000
	Marshall Site HVAC Repairs	$ (41,930)	$ 346,570
	Operations Center Fleet Door Replacement	$ -	$ 65,000
	Pearson Airfield Window Replacement	$ -	$ 50,000
	Police East Precinct Remodel	$ -	$ 425,940
	Police HQ Chkalov	$ -	$ 19,963,092
	Police Training Center	$ -	$ 741,295
	Replace Pool Slides at Firstenburg and Marshall Community Centers	$ 56,765	$ 258,488
	Sand Filter/UltraViolet Maintenance at Firstenburg and Marshall Community Centers	$ -	$ 12,952
	Slocum House Building Envelope Repairs	$ -	$ 101,850
	Slocum House Electrical/Plumbing Repairs	$ -	$ 121,800
	Slocum House Lighting Upgrade	$ -	$ 11,550
	Solar + Battery	$ -	$ 2,000,000
	Tier 2 Building Energy Audit	$ 330,320	$ 330,320
	VPD East Precinct HVAC/Electrical Repairs	$ -	$ 520,800
	VPD East Precinct Updates	$ 500,000	$ 500,000
	VPD Evidence Fence Upgrades	$ (13,549)	$ 84,101
	VPD Headquarters Interior Repairs	$ (11,479)	$ (11,479)
	VPD HQ HVAC Repairs	$ -	$ 464,100
	VPD HQ Interior Repairs	$ -	$ 16,800
	VPD West Precinct Exterior Repairs	$ -	$ 43,050
General - Asset Management Total		**$ 897,321**	**$ 34,621,358**

City of Vancouver
Capital Projects by Group and Funding Sources

Attachment C

Capital Group	Project Name	2026 First Supplemental (2025-26 Biennium)	2025-26 Biennium Budget (Total)
General - Fire Construction	2023 State Department of Commerce	$ -	$ 1,424,728
	Access Control Security Upgrade	$ -	$ 150,000
	Boat Basin Dock Repair	$ 8,160	$ 8,160
	Citywide Apparatus Bay Overhead Doors	$ -	$ 84,445
	Fire Boat House Basin Dredging	$ 340,000	$ 340,000
	Fire Contingency	$ -	$ 100,000
	Fire Station 1 Overhead Door Repair	$ -	$ 10,500
	Fire station 10 Truck Bay Roof Repair	$ 75,000	$ 75,000
	Fire Station 11 Development	$ (230,000)	$ (46,796)
	Fire Station 11 Fuel Polisher	$ 30,000	$ 30,000
	Fire Station 3 Design and Construction	$ -	$ 50,000
	Fire Station 3 Relocation	$ -	$ 2,000,000
	Fire Station 5 Boiler and HVAC Upgrades	$ (340,000)	$ 24,097
	Fire Station 5 Electrical Repairs	$ -	$ 390,600
	Fire Station 5 HVAC Repairs	$ -	$ 54,600
	Fire Station 5 Interior Repairs	$ -	$ 203,700
	Fire Station 5 Shop HVAC replacement	$ -	$ 80,000
	Fire Station 6 Design and Construction	$ -	$ 128,002
	Fire Station 6 Door Opener Replacement	$ 58	$ 15,058
	Fire Station 6 Relocation	$ -	$ 2,000,000
	Fire Station 6 Structure Repairs	$ 54,351	$ 54,351
	Fire Station 7 HVAC Cooling Unit	$ 125,000	$ 125,000
	Fire Station 7 Sewer Connection	$ 24,177	$ 24,177
	Fire Station 8 Overhead Door Repairs	$ -	$ 14,700
	Fire Station 8 Seismic Upgrade	$ -	$ 11,404,853
	Fire Stations - Turnout Washer/Dryer Installation	$ 56,585	$ 56,585
	Fire Stations Fire Panels	$ -	$ 232,867
General - Fire Construction Total		**$ 143,331**	**$ 19,034,627**
Parks	Bagley Community Park Development	$ -	$ 5,012,151
	Bella Vista Park Play Equipment Replacement	$ 500,000	$ 500,000
	Burnt Bridge Creek Trail Bridge Repair Near Alki Road	$ -	$ 200,000
	Connector Trail BPA Easement	$ -	$ 200,000
	District 4 Park Acquisition	$ -	$ 4,350,404
	East Biddle Lake Residence Demolition (Graham Property)	$ -	$ 145,295
	Evergreen School Park Improvements	$ -	$ 193,364
	Fisher's Quarry Neighborhood Park Development	$ -	$ -
	Fourth Plain for All	$ -	$ 2,000,000
	Franklin Park Play Equipment Replacement	$ 600,000	$ 600,000
	Fruit Valley Park Play Equipment Replacement	$ -	$ 1,227,108
	Gretchen Fraser Park Surfacing Replacement	$ 140,000	$ 140,000
	Heights Park	$ -	$ 1,166,275
	Homestead Park Play Equipment Replacement	$ -	$ 68,704
	Leach Park Surfacing Replacement	$ 100,000	$ 100,000
	Lieser School Park	$ -	$ 600,000
	MyPark Surfacing Replacement	$ 75,000	$ 75,000
	Naturescaping Vancouver Test Pilot Site	$ -	$ (82,930)
	Oakbrook Park Development	$ 80,000	$ 3,043,287
	Park Impact Fee (PIF) District A Land Acquisition and Development	$ -	$ 2,224,407
	Park Impact Fee (PIF) District C Community Park Land Acquisition	$ 284,044	$ 284,044
	PIF C Neighborhood Park Acquisition	$ -	$ 750,000
	Playground Equipment Replacement	$ -	$ 2,000,000
	Raymond E Shaffer Park Development	$ 1,000,000	$ 2,905,959
	Section 30 Land Acquisition	$ -	$ 709,419
	The Downs Park Play Equipment Replacement	$ -	$ (3,722)
	Trails Program	$ -	$ 4,000,000
	Trails Program Projects	$ -	$ (2,000,000)
	Vancouver Innovation Center (VIC)	$ 1,618,476	$ 8,748,692
	Waterfront Gateway	$ -	$ 5,622,220
Parks Total		**$ 4,397,520**	**$ 44,779,677**

City of Vancouver
Capital Projects by Group and Funding Sources

Attachment C

Capital Group	Project Name	2026 First Supplemental (2025-26 Biennium)	2025-26 Biennium Budget (Total)
Surfacewater	2023-2025 Pollution Prevention Assistance	$ -	$ 47,255
	2023-2025 Stormwater Capacity Grant	$ 97,419	$ 126,769
	2025-2027 Pollution Prevention Assistance	$ 830	$ 830
	2025-2027 Stormwater Capacity Grant	$ 6,510	$ 6,510
	Adminstrative Cost	$ 20,000	$ 20,000
	Ambient Water Quality Monitoring	$ -	$ 470,000
	Blandford Drive Subbasins Low Impact Development (LID) Retrofits	$ 104,814	$ 104,814
	Burnt Bridge Creek Land Acquisition - Phase 2	$ 3,343	$ 3,343
	Burnt Bridge Creek Property Acquisition	$ -	$ 660,000
	Citywide Basin Delineation for Washington State Department of Transportation Contributing Areas	$ 41,821	$ 41,821
	Columbia Slope Culvert - Mill Creek	$ (2,750,000)	$ 450,000
	Columbia Stormwater Outfall Repair	$ 27,907	$ 27,907
	Columbia Way to Columbia River Retrofits	$ 313,260	$ 1,700,000
	Downtown Capacity Analysis and Upgrade	$ (165,000)	$ 685,000
	East Mill Plain Underground Injection Control (UIC) Treatment	$ 346	$ 346
	Evergreen High School Retrofit Design	$ -	$ 355,000
	Fruit Valley Neighborhood Storm Retrofit	$ (1,200,000)	$ 131,478
	Fruit Valley Stormwater Pump Station Rehabilitation	$ -	$ 62,000
	Garrison Heights Design	$ -	$ 315,000
	Linda Lane Vault Retrofit Design	$ -	$ 450,000
	Middle Burnt Bridge Creek Basin Stormwater Management Action Plan (SMAP)	$ -	$ 498,610
	Primrose Court Swale Retrofit	$ -	$ 400,000
	SE 17th Street Outfall	$ 151,717	$ 151,717
	SR500 and I205 Clover - Southwest Quadrant Reveget	$ 101	$ 101
	Stormwater Retrofits- Demand Response (Local Proje	$ 3,346,932	$ 3,346,932
	W 22nd St & Thompson	$ -	$ 2,263,810
	Washington State Department of Transportation (WSDOT) Fees 2020	$ -	$ 1,022,395
Surfacewater Total		**$ -**	**$ 13,341,638**
Transportation/Streets - Transportation	137th Ave Corridor - 49th to Fourth Plain	$ -	$ 14,600,000
	192nd Avenue On-Ramp to SR-14 Signal	$ -	$ 300,000
	2025 Complete Street Project Evaluations	$ (100,000)	$ 100,000
	2025 Neighborhood Traffic Management Program	$ -	$ 365,000
	2026 Complete Street Project Evaluations	$ (100,000)	$ 100,000
	2026 Neighborhood Traffic Management Program	$ -	$ 365,000
	Andresen - Fourth Plain Right Turn Lane Extension	$ -	$ 350,000
	Andresen & 78th Intersection Improvements	$ -	$ 600,000
	Burton Road Safety and Mobility Complete Street	$ (340,000)	$ 60,000
	Columbia House Blvd and Grove St Signal Improvements	$ -	$ 22,000
	Evergreen Trail - Chelsea to Image	$ 500,000	$ 3,250,000
	Fourth Plain - 62nd - Andresen Multiuse Path	$ (1,750,000)	$ -
	Fourth Plain Safe Streets for All (SS4A) Federal Highway Administration Grant	$ 600,000	$ 600,000
	Fruit Valley and Lakeshore Avenue Roundabout	$ -	$ -
	Garrison Road Sidewalk Infill - Mill Plain to NE 12th St	$ -	$ 1,050,000
	Grand Loop Infrastructure Improvements	$ (664,705)	$ 21,164,206
	Hazel Dell Avenue and Burnt Bridge Creek Trail Crossing Improvements	$ -	$ 750,000
	Image Elementary School Pedestrian Crossing Improv	$ 292,000	$ 292,000
	Jefferson St - Evergreen to Mill Plain	$ -	$ 4,700,000
	Lincoln Elementary School Crossing Improvements	$ 215,000	$ 215,000
	Main Street - 5th to 15th (ARPA)	$ -	$ 15,891,408
	McGillivray Boulevard - Chkalov Drive to Village Loop Complete Street	$ 1,900,000	$ 3,200,000
	Mill Plain and Thompson Railroad Crossing Replacem	$ 700,000	$ 700,000
	Mill Plain/MacArthur Intersection Improvements	$ 1,500,000	$ 8,000,000
	NE 112th Avenue Complete Street Project - Chkalov Dr to Fourth Plain Blvd	$ -	$ 750,000
	NE 115th Avenue Extension - 16th St to 18th St	$ -	$ 100,000
	NE 122nd Safety and Mobility Complete Street	$ (300,000)	$ 100,000
	NE 184th Avenue - SE 1st Street to NE 4th Street	$ -	$ 1,500,000
	NE 18th St - 141st Ave to 162nd Ave	$ 2,500,000	$ 3,500,000
	NE 18th St - 97th Ave to 107th Ave	$ (3,000,000)	$ 8,000,000
	NE 192nd Avenue - NE 18th Street to SE 1st Street	$ -	$ 1,800,000
	NE 29th Street - Kauffman Avenue to Neals Lane Complete Street Project	$ -	$ 500,000
	NE 33rd Street - Main Street to P Street Complete Street Project	$ 175,000	$ 675,000
	NE 72nd Avenue Safety and Mobility Complete Street	$ (125,000)	$ 275,000
	NE 86th/NE 87th Avenues Safety and Mobility Complete Street	$ (125,000)	$ 275,000
	NE 97th/98th Avenues Safety and Mobility Complete Street	$ (150,000)	$ 250,000
	NE Fourth Plain Blvd - Enhanced Pedestrian Crossings	$ -	$ 500,000
	Neighborhood Traffic Safety Alliance (NTSA) & Real Estate Excise Tax (REET) Administration	$ -	$ 50,000
	Non-Programmed Safety	$ -	$ 400,000
	Rose Village Curb Ramps	$ -	$ 175,000
	Safe Routes For All Projects	$ -	$ 5,800,000

City of Vancouver
Capital Projects by Group and Funding Sources

Attachment C

Capital Group	Project Name	2026 First Supplemental (2025-26 Biennium)	2025-26 Biennium Budget (Total)
Transportation/Streets - Transportation	SE 1st Street - 177th Ave to 192nd Ave	$ -	$ 2,000,000
	SE 34th Street Complete Street Project	$ -	$ 600,000
	St. Johns/St. James - 4th Plain Boulevard to City Limits	$ 200,000	$ 300,000
	Traffic Signal Sustainability2	$ -	$ 895,000
	Upper Main Street (37th to City Limits) Complete Street	$ (1,000,000)	$ 500,000
	Vancouver Plaza Drive Pedestrian Crossing	$ -	$ 400,000
	Vancouver Waterfront Access Project	$ -	$ 600,000
	Walnut Grove Elementary School Sidewalk & Pedestrian Crossing Improvements	$ 1,801,000	$ 1,801,000
Transportation/Streets - Transportation Total		**$ 2,728,295**	**$ 108,420,614**
VNHR	Officer's Row Howard House Roof Replacement	$ -	$ 507,428
VNHR Total		**$ -**	**$ 507,428**
Wastewater - Collection & Treatment	18th Street Trunk Rehabilitation Project	$ (1,700,000)	$ 1,800,000
	2023-24 Service Area Flow Monitoring	$ 43,071	$ 48,071
	2026 General Sewer Plan (GSP) Update	$ 775,806	$ 775,806
	Adminstrative Cost	$ 18,787	$ 18,787
	Burnt Bridge Creek Interceptor Phase 1	$ (1,200,000)	$ -
	Burnt Bridge Creek Interceptor Phase 2	$ (200,000)	$ -
	Burnt Bridge Creek Pump Station Upgrade	$ (500,000)	$ 481,411
	Capital Preservation - Collection System "PROGRAM FUNDS"	$ 2,432,000	$ 7,132,000
	Capital Preservation and Compliance "PROGRAM FUNDS"	$ (2,575,000)	$ 2,425,000
	East Interceptor Rehab Phase 1 & Phase 2	$ -	$ 500,000
	E-Interceptor Rehab Phase 3	$ (2,000,000)	$ 3,200,000
	E-Interceptor Rehab Phase 4	$ -	$ 200,000
	G2 Sewer Basin/Trunk Interceptor Realignment	$ (2,700,000)	$ 300,000
	Heights District Redevelopment	$ -	$ 1,788,000
	Hydraulic Model Update and Calibration	$ 110,796	$ 110,796
	Hydrogen Sulfide (H2S) Monitoring Equipment	$ 14,508	$ 14,508
	Industrial Coating Projects	$ -	$ 250,000
	IR - Interceptor Rehabilitation "PROGRAM FUND"	$ 1,000,000	$ 5,000,000
	Jefferson-Kauffman Sewer Improvements	$ -	$ 600,000
	Lagoon Forcemain Repairs	$ 43,858	$ 43,858
	Main Street - 5th to 15th (ARPA)	$ -	$ 1,600,000
	Maplecrest Pump Station Reconstruct & Growth Management Act Force Main Extension	$ -	$ 1,316,539
	Marine Park Bar Screens Upgrade	$ 700,000	$ 3,300,000
	Marine Park Clarifier #1 and #2 Rehabilitation	$ 11,645	$ 11,645
	Marine Park Clarifier #5 and #6 Rehabilitation	$ 679,225	$ 679,225
	Marine Park Forcemain	$ -	$ 1,369,477
	Marine Park Influent Pump Replacement	$ 1,720,614	$ 1,720,614
	Marine Park Medium Voltage Upgrade	$ (600,000)	$ -
	Marine Park Phase 2A	$ (2,700,000)	$ 2,800,000
	Marine Park Process Piping Repair & Replacement	$ -	$ 400,000
	Marine Park Solids Conveyance Feasibility Study	$ 1,445,202	$ 1,445,202
	Marine Park UV Upgrade	$ 902,809	$ 902,809
	NE 137th Avenue, 49th to Fourth Plain	$ -	$ 500,000
	NE 152nd Avenue Sewer Extension	$ -	$ 100,000
	NE 65th Avenue Sewer Upsize	$ 743,000	$ 2,343,000
	NE 72nd Avenue Sewer Improvements	$ 4,515	$ 4,515
	Pearson Pump Station Upgrade	$ 500,000	$ 1,500,000
	Process Controls Electronics	$ 453,673	$ 853,673
	SE 1st Street - Transportation Coordination	$ 195,238	$ 195,238
	Section 30 South Pump Station	$ (400,000)	$ 2,600,000
	SEH Industrial Pump Station	$ -	$ 2,033,397
	Southside Interceptor Rehab Ph 4 & Ph 5	$ -	$ 925,000
	Southside Interceptor Rehab Phase 5	$ 349	$ 349
	Southside Interceptor Rehabilitation Phase 4B	$ 611,766	$ 611,766
	Springbrook Pump Station Upgrades	$ 101,407	$ 301,407
	Wastewater Collection SCADA "PROGRAM FUNDS"	$ -	$ 150,000
	West 16th Pump Station Forcemain Reline	$ 123,259	$ 123,259
	West 16th Pump Station Pump Replacement	$ -	$ 1,300,000
	West 16th St Force Main Reline	$ 204	$ 204
	Westside Centrifuge Replacement	$ 2,000,000	$ 2,800,000
	Westside Electrical Upgrade Design	$ (200,000)	$ 1,686,757
	Westside Equipment and Parts Storage Building	$ 1,224	$ 2,001,224
	Westside Gravity Belt Thickener/Polymer Refurb	$ -	$ 400,000
	Westside Gravity Thickener Exterior Rehabilitation	$ 519,533	$ 519,533
	Westside Grit Classifier Replacement	$ -	$ 771,485
	Westside Grit Enclosure	$ 3,862	$ 3,862
	Westside Influent Pump Station Discharge Header Repairs	$ 1,084,223	$ 1,084,223
	Westside Influent Screen Rehabilitation	$ 687	$ 687

City of Vancouver
Capital Projects by Group and Funding Sources

Attachment C

Capital Group	Project Name	2026 First Supplemental (2025-26 Biennium)	2025-26 Biennium Budget (Total)
Wastewater - Collection & Treatment	Westside Odor Control Planning	$ -	$ 1,500,000
	Westside Process Piping Repair & Replacement	$ (100,000)	$ 500,000
	Westside Schwing Pump Replacement	$ -	$ 291,799
	Westside Sodium Hypochlorite Delivery	$ -	$ 100,000
	Westside Solids Planning	$ -	$ 1,000,000
	Westside W1 Protection - Immediate Needs	$ 511	$ 511
	Westside WWTF Buildings Coatings Project No. 3	$ -	$ 200,000
	Westside/Marine Park Chemical Tanks Rehab	$ -	$ 200,000
	Wye Rehab/Replacement	$ -	$ 600,000
Wastewater - Collection & Treatment Total		**$ 1,366,772**	**$ 67,435,637**
Wastewater - SCIP	Camelot Court (SCIP)	$ 33,184	$ 2,733,184
	Demand Response - SCIP "PROGRAM FUNDS"	$ (1,900,000)	$ 1,500,000
	NE 122nd Ave (Sewer Connection Incentive Program (SCIP))	$ -	$ 600,000
	NE 51st Street Sewer Improvements - Sewer Connection Incentive Program (SCIP)	$ -	$ 1,700,000
	NE 60th Street Sewer Improvements (SCIP)	$ 500,000	$ 2,000,000
	NE 9th Street Sewer Extension - Sewer Collection Incentive Program (SCIP)	$ -	$ 12,800
	West Vancouver Phase 1 (Sewer Connection Incentive Program (SCIP))	$ -	$ 1,500,000
	West Vancouver SCIP (216 homes)	$ 44	$ 44
Wastewater - SCIP Total		**$ (1,366,772)**	**$ 10,046,028**
Water	112th Avenue Transmission Main (T-34 - Phase 1)	$ (1,850,000)	$ (1,850,000)
	2023-2024 Hydrant Repair and Replacement Project	$ -	$ 260,000
	99th St Transmission Main - 140th Ct to Ward Rd	$ 2,770	$ 2,770
	99th Street to 152nd Avenue and Padden to Ward Road Transmission Main (T-33)	$ (2,400,000)	$ 25,000
	9th St to 18th St, 112th Ave to 129th Ave (T-36)	$ 2,871	$ 2,871
	Alki Road Water Main Replacement - West Vancouver Sewer Connective Incentive Program (SCIP) Phase 1	$ -	$ 134,272
	Bathroom Improvements at the Water Resource Educat	$ (6,253)	$ (6,253)
	Bathroom Improvements at the Water Resource Education Center	$ -	$ -
	BNSF 4th Plain Crossing (T-3)	$ 287,576	$ 2,987,576
	Burton Road Transmission Main (T-34)	$ -	$ 3,900,000
	Ellsworth Well 1 Replacement	$ -	$ 5,400,000
	Ellsworth Well Rehabilitation	$ 14,598	$ 14,598
	Emergency Mobile Water Treatment Trailer	$ (4,543)	$ 145,457
	Grand Loop Infrastructure	$ 26,103	$ 26,103
	Heights District Redevelopment	$ -	$ 2,000,000
	Heights High Ground Water Development Water Rights	$ 8,947	$ 31,663
	Jefferson St Realignment	$ 206,304	$ 374,176
	Leak Abatement	$ (1,000,000)	$ 600,000
	Leak Abatement 1 - Burton Road (Bridgecreek Avenue to 86th Avenue)	$ 40,655	$ 40,655
	Leak Abatement 2 - NE 44th Street (N 128th Avenue to NE 136th Avenue)	$ 26,921	$ 26,921
	Leak Abatement 3 - NE Royal St and 81st Ave 2" PVC Water Main Replacement	$ 42,357	$ 42,357
	Leak Abatement 5 - NE 58th Street (East of Drexel Avenue)	$ 125,269	$ 125,269
	Leak Abatement 6 - W 37th and 38th Streets (East of Lincoln to Kauffman)	$ 10,673	$ 10,673
	Main St Water - 5th to 15th (ARPA)	$ -	$ 1,944,375
	Mill Plain and Chkalov Drive Transmission Main (T-45)	$ (355,845)	$ 559,155
	Mill Plain and MacArthur	$ 13,817	$ 13,817
	NE 122nd Ave and 44th St Water Main Replacement	$ -	$ 803,287
	NE 137th Ave - 49th to Fourth Plain	$ 586,214	$ 586,214
	NE 30th Avenue Water Main Replacement	$ 16,692	$ 16,692
	NE 33rd Avenue Water Main Replacement	$ 33,369	$ 33,369
	NE Burton Road - 98th Avenue to 125th Court - Wate	$ 150,000	$ 150,000
	Operations Center Redevelopment	$ (8,334,093)	$ 45,830,907
	PFAS Treatment	$ 1,540	$ 1,540
	Phoenix Way to California Street Water Main Replacement	$ -	$ 2,000,000
	Polyfluoroalkyl Substances (PFAS) Studies	$ (100,000)	$ 300,000
	Pressure Reducing Valves (PRV) Flowmeters/SCADA System Connections	$ -	$ 60,000
	Schnell Farms Public Utility District (PUD) Oversi	$ 130,549	$ 130,549
	SE 1st St - Transportation Coordination	$ 143,047	$ 143,047
	Sewer Connection Incentive Program (SCIP) Coordination Projects	$ -	$ 100,000
	Study to Add 4th Pump to the St. Johns Pump Station	$ -	$ 10,000
	Supervisory Control and Data Acquisition (SCADA) Hardware Upgrade	$ -	$ 239,000
	Supervisory Control and Data Acquisition (SCADA) Software/HMI Hardware	$ -	$ 16,000
	Water Demand Response	$ 1,232,746	$ 1,832,746
	Water Resource Education Center Exhibit Remodel Project	$ -	$ 430,000
	Water Resources Education Center ADA Bathroom Improvements	$ 6,253	$ 31,253
	Water Resources Education Center HVAC Repairs	$ -	$ 214,200
	Water Resources Education Center Lighting Upgrade	$ -	$ 587,000
	Water Resources Education Center Roof Repairs	$ -	$ 45,000
	Water Resources Protection Ordinance (WRPO) Update	$ 17,649	$ 17,649
	Water Station 1 Polyfluoroalkyl Substances (PFAS) Treatment System	$ 1,000,000	$ 2,420,000

City of Vancouver
Capital Projects by Group and Funding Sources

Attachment C

Capital Group	Project Name	2026 First Supplemental (2025-26 Biennium)	2025-26 Biennium Budget (Total)
Water	Water Station 1 Replace Wells 3, 4, 5	$ 3,150,000	$ 4,650,000
	Water Station 1 Wellhouse 11-13 Roof Replacement	$ -	$ 112,438
	Water Station 14 Polyfluoroalkyl Substances (PFAS) Treatment System	$ (3,685,000)	$ 6,315,000
	Water Station 15 Polyfluoroalkyl Substances (PFAS) Mitigation	$ (1,300,000)	$ -
	Water Station 15 Sand & Gravel Aquifer Test Well	$ 2,200,000	$ 2,242,085
	Water Station 3 Reservoir/Tower/Booster Replace/Hypo	$ 1,350,000	$ 3,850,000
	Water Station 4 Chemical Storage and Feed Upgrades	$ 686,418	$ 686,418
	Water Station 4 Polyfluoroalkyl Substances (PFAS) Treatment	$ -	$ 22,000,000
	Water Station 5 Reservoir, Pump, E-Power	$ -	$ 166,756
	Water Station 5 Tower Internal Coating	$ 1,500,000	$ 1,900,000
	Water Station 8 Hypo Generation System	$ (580,000)	$ -
	Water Station 9 Polyfluoroalkyl Substances (PFAS)	$ 13,400,000	$ 13,400,000
	Water Station Greensand Replacement	$ 800	$ 300,800
	Water System Plan	$ 212,672	$ 812,672
	Well Abandonments	$ 47,912	$ 47,912
Water Total		**$ 7,058,988**	**$ 129,293,989**
Grand Total		**$ 26,146,228**	**$ 507,288,828**

City of Vancouver

Attachment D

2026 Non Union Exempt & Nonexempt Salary Schedule

Annual rates may be off up to +/- $6 due to rounding

Salary Grade	Job Profiles	Annual Minimum	Annual Midpoint	Annual Maximum	Monthly Minimum	Monthly Midpoint	Monthly Maximum
100		$35,604	$42,720	$49,848	$2,967	$3,560	$4,154
	Non Union Nonexempt						
	Department Aide						
101		$36,300	$43,560	$50,820	$3,025	$3,630	$4,235
102		$38,124	$45,744	$53,364	$3,177	$3,812	$4,447
103		$40,020	$48,036	$56,040	$3,335	$4,003	$4,670
104		$42,036	$50,424	$58,836	$3,503	$4,202	$4,903
105		$44,124	$52,956	$61,788	$3,677	$4,413	$5,149
	Non Union Nonexempt						
	Dual Certified Lifeguard						
	Fitness Attendant						
106		$46,332	$55,608	$64,872	$3,861	$4,634	$5,406
107		$48,660	$58,380	$68,112	$4,055	$4,865	$5,676
	Non Union Nonexempt						
	Support Specialist 2 - NU						
108		$51,084	$61,308	$71,532	$4,257	$5,109	$5,961
109		$51,504	$64,380	$77,244	$4,292	$5,365	$6,437
	Non Union Nonexempt						
	Administrative Assistant 2						
	Inventory Coordinator 1						
	Support Specialist 3 - NU						
110		$54,072	$67,596	$81,108	$4,506	$5,633	$6,759
111		$56,784	$70,968	$85,164	$4,732	$5,914	$7,097
	Non Union Nonexempt						
	Administrative Assistant 3						
	Program Coordinator 1						
	TV/Video Director and Editor						
	Volunteer Coordinator 1						
112		$59,616	$74,520	$89,412	$4,968	$6,210	$7,451
	Non Union Nonexempt						
	Accountant 1						
	Video Multimedia Producer 1						
113		$62,604	$78,252	$93,888	$5,217	$6,521	$7,824
	Non Union Nonexempt						
	Grants Coordinator						
	Business Operations Specialist 1						
114		$65,724	$82,152	$98,592	$5,477	$6,846	$8,216
	Non Union Exempt						
	Customer Service Supervisor						
	Volunteer Coordinator 2						
	Non Union Nonexempt						
	Benefits Specialist 2						
	Communications Specialist 1						
	Homeless Encampment Response Coordinator 1						
	Homeless Outreach Coordinator 1						
	Planner 1						
	Procurement Specialist 2						
115		$69,012	$86,256	$103,512	$5,751	$7,188	$8,626
	Non Union Exempt						
	Construction Project Coordinator 2						
	Parking Supervisor						
	Non Union Nonexempt						
	Accountant 2						
	DEI Project Coordinator 2						
	Executive Assistant						
	Help Desk Technician 2						
	Program Coordinator 2						
	Recruiting Specialist 2						
	Video-Multimedia Producer 2						

116	**$72,468**	**$90,576**	**$108,684**	**$6,039**	**$7,548**	**$9,057**
Non Union Exempt						
Department Human Resources Generalist 2						
Employee Engagement Specialist 2						
Learning and Development Specialist 2						
Non Union Nonexempt						
Communications Specialist 2						
Community Liaison 2						
Department Computer Technician 2						
Video Services Supervisor						
Water Resources Educator 2						
117	**$76,092**	**$95,100**	**$114,132**	**$6,341**	**$7,925**	**$9,511**
Non Union Exempt						
Compensation Analyst 2						
DEI Business Partner 2						
Human Resources Generalist 2						
Park Developer 2						
Planner 2						
Non Union Nonexempt						
Computer Technician 2						
118	**$79,884**	**$99,864**	**$119,832**	**$6,657**	**$8,322**	**$9,986**
Non Union Exempt						
Accountant 3						
Civil Engineer 1						
Environmental Specialist 3						
Evidence Supervisor						
Financial Analyst 2						
Grants Analyst 2						
Human Resources Systems Analyst						
Leave Specialist 2						
Legal Supervisor						
Management Analyst 2						
Procurement Specialist 3						
Treasury Analyst 2						
Non Union Nonexempt						
Digital Forensics Investigator 2						
Web Content Specialist 2						
119	**$83,880**	**$104,856**	**$125,832**	**$6,990**	**$8,738**	**$10,486**
Non Union Exempt						
ADA Specialist 2						
Budget Analyst 2						
Cultural Access Program Supervisor						
Executive Assistant to the City Manager and Administrative Supervisor						
Fleet Services Supervisor						
Police Records Supervisor						
Public Works Supervisor						
Worker's Compensation Analyst 3						
Non Union Nonexempt						
Telecommunications Analyst 2						
120	**$88,068**	**$110,100**	**$132,120**	**$7,339**	**$9,175**	**$11,010**
Non Union Exempt						
Benefits Analyst 3						
Business Intelligence Analyst 2						
Communications Specialist 3						
Finance and Logistics Supervisor						
Human Resources Business Partner 3						
Reporting Analyst 2						
Safety Specialist 2						
121	**$92,472**	**$115,608**	**$138,720**	**$7,706**	**$9,634**	**$11,560**
Non Union Exempt						
Applications Engineer 2						
Communications Project Manager						
Emergency Fleet Services Supervisor						
Emergency Preparedness Program Manager						
Environmental Regulatory Program Manager						
Homeless Response Program Manager						
Parking Demand Program Manager						
Safety Program Manager						
Software Engineer 2						
Non Union Nonexempt						
Computer Technician 3						
Digital Forensics Investigator 3						

122	**$97,104**	**$121,380**	**$145,656**	**$8,092**	**$10,115**	**$12,138**
Non Union Exempt						
Accounting Supervisor						
Community Engagement Manager						
Compensation Analyst 3						
Cultural Services Manager						
Internal Auditor 3						
Planner 3						
Police Public Affairs Program Manager						
Police Records Manager						
Property Management Program Manager						
Strategic Communications Manager						
Technical Engineering Supervisor						
Video Services Manager						
123	**$101,964**	**$127,452**	**$152,952**	**$8,497**	**$10,621**	**$12,746**
Non Union Exempt						
City Records Manager						
Civil Engineer 2						
Financial Analyst 3						
GIS Supervisor						
Park Developer 3						
Payroll Manager						
Permit Center Supervisor						
Plan Review Supervisor						
Police Business Services Manager						
Professional Land Surveyor						
Public Safety Technology Manager						
124	**$107,064**	**$133,812**	**$160,584**	**$8,922**	**$11,151**	**$13,382**
Non Union Exempt						
Applications Engineer 3						
Assistant Building Official						
Assistant City Attorney 2						
Assistant Fire Marshal						
Budget Analyst 3						
Capital Projects Project Manager 3						
Cybersecurity Analyst 3						
Planner 4						
Policy Advisor 3						
Public Works Operations Manager						
Recreation Program and Facility Manager						
125	**$112,416**	**$140,520**	**$168,624**	**$9,368**	**$11,710**	**$14,052**
Non Union Exempt						
Accounting Manager						
Airport Program Manager						
Business Intelligence Analyst 3						
City Survey Manager						
Computer Services Manager						
Facilities Manager						
Homeless Response Manager						
Housing Manager						
Human Resources Manager 1						
Land Use Manager						
Long Range Planning Manager						
Network Engineer 3						
Park Development Manager						
Parking District Manager						
Performance Analyst 3						
Procurement Manager						
Risk and Safety Manager						
Transportation Planning Manager						
Utilities Administration Manager						
126	**$118,032**	**$147,540**	**$177,048**	**$9,836**	**$12,295**	**$14,754**
Non Union Exempt						
Building Official						
Civil Engineer 3						
Environmental Services Manager						
System Administrator 3						
127	**$123,924**	**$154,920**	**$185,904**	**$10,327**	**$12,910**	**$15,492**
Non Union Exempt						
Civil Engineer Supervisor						
Program and Policy Development Manager						

128	**$130,128**	**$162,660**	**$195,192**	**$10,844**	**$13,555**	**$16,266**
Non Union Exempt						
Budget Manager						
Development Review Manager						
Human Resources Manager 2						
Public Works Engineering Manager						
Recreation Services Manager						
129	**$136,644**	**$170,796**	**$204,948**	**$11,387**	**$14,233**	**$17,079**
Non Union Exempt						
Capital Projects Manager						
GIS and Data Manager						
Information Technology Applications Manager						
Information Technology Infrastructure Manager						
Public Works Finance and Asset Division Manager						
Treasurer						
130	**$143,472**	**$179,340**	**$215,196**	**$11,956**	**$14,945**	**$17,933**
Non Union Exempt						
Deputy City Prosecutor						
~~Equity and Inclusion Program Director~~						
~~Human Resources Manager~~						
131	**$150,648**	**$188,304**	**$225,972**	**$12,554**	**$15,692**	**$18,831**
Non Union Exempt						
Deputy Community Development Director						
Deputy Economic Development Director						
Deputy Finance Director						
Deputy Human Resources Director						
Public Works Division Manager						
132	**$158,172**	**$197,712**	**$237,252**	**$13,181**	**$16,476**	**$19,771**
Non Union Exempt						
Assistant City Attorney 3						
Deputy Information Technology Director						
Fire Marshal						
133	**$166,080**	**$207,600**	**$249,120**	**$13,840**	**$17,300**	**$20,760**
Non Union Exempt						
Assistant Police Chief						
Deputy Fire Chief						
Deputy Public Works Director						
134	**$158,532**	**$217,980**	**$277,440**	**$13,211**	**$18,165**	**$23,120**
Non Union Exempt						
Assistant City Manager						
Chief Financial Officer						
City Prosecutor						
Communications Director						
Community Development Director						
Deputy Police Chief						
Economic Development Director						
Engagement and Access Director						
General Services Director						
Human Resources Director						
Information Technology Director						
Parks, Recreation, and Cultural Services Director						
135	**$166,452**	**$228,876**	**$291,312**	**$13,871**	**$19,073**	**$24,276**
Non Union Exempt						
Deputy City Attorney						
Public Works Director						
136	**$174,780**	**$240,324**	**$305,868**	**$14,565**	**$20,027**	**$25,489**
Non Union Exempt						
~~City Attorney~~						
Fire Chief						
Police Chief						
137	**$183,516**	**$252,348**	**$321,156**	**$15,293**	**$21,029**	**$26,763**
City Attorney						
138	**$192,696**	**$264,960**	**$337,224**	**$16,058**	**$22,080**	**$28,102**
139	**$202,332**	**$278,196**	**$354,084**	**$16,861**	**$23,183**	**$29,507**
Non Union Exempt						
Deputy City Manager						

City of Vancouver

Attachment E

2026 OPEIU Salary Schedule

Range Number	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1		$ 3,602	$ 3,728	$ 3,857	$ 3,993	$ 4,133	$ 4,279	$ 4,426	$ 4,605
2		$ 3,692	$ 3,819	$ 3,954	$ 4,094	$ 4,237	$ 4,386	$ 4,538	$ 4,719
3		$ 3,783	$ 3,917	$ 4,053	$ 4,195	$ 4,342	$ 4,496	$ 4,653	$ 4,839
4		$ 3,880	$ 4,016	$ 4,156	$ 4,300	$ 4,451	$ 4,606	$ 4,767	$ 4,957
5	Support Specialist 2 - O	$ 3,975	$ 4,113	$ 4,258	$ 4,408	$ 4,562	$ 4,722	$ 4,885	$ 5,082
6		$ 4,076	$ 4,218	$ 4,364	$ 4,520	$ 4,677	$ 4,842	$ 5,011	$ 5,211
7	Facilities Assistant (WREC) Utility Clerk	$ 4,177	$ 4,323	$ 4,475	$ 4,631	$ 4,793	$ 4,960	$ 5,135	$ 5,340
8		$ 4,282	$ 4,430	$ 4,587	$ 4,746	$ 4,912	$ 5,085	$ 5,263	$ 5,473
9	Parking Enforcement Officer	$ 4,389	$ 4,541	$ 4,700	$ 4,867	$ 5,037	$ 5,213	$ 5,391	$ 5,610
10	Customer Service Representative Parking Maintenance Worker	$ 4,498	$ 4,656	$ 4,818	$ 4,987	$ 5,162	$ 5,342	$ 5,528	$ 5,749
11		$ 4,609	$ 4,772	$ 4,939	$ 5,112	$ 5,292	$ 5,478	$ 5,669	$ 5,895
12	*Lead Parking Enforcement Officer* Permit Specialist Support Specialist 3 - O	$ 4,725	$ 4,889	$ 5,062	$ 5,241	$ 5,424	$ 5,612	$ 5,810	$ 6,042
13	Police Records Specialist Level I	$ 4,845	$ 5,014	$ 5,189	$ 5,370	$ 5,559	$ 5,754	$ 5,953	$ 6,190
14	Utility Billing Clerk Utility Billing Clerk, Field	$ 4,965	$ 5,138	$ 5,318	$ 5,506	$ 5,698	$ 5,898	$ 6,104	$ 6,347
15	Administrative Assistant 3 - O Construction Project Coordinator 2 - O Facilities Assistant (Recreation) Material Control Coordinator	$ 5,088	$ 5,267	$ 5,452	$ 5,643	$ 5,841	$ 6,044	$ 6,255	$ 6,504
16	Police Records Specialist Level II Police Service Technician Senior Customer Service Representative Survey Technician	$ 5,217	$ 5,400	$ 5,589	$ 5,784	$ 5,985	$ 6,193	$ 6,414	$ 6,669
17	~~Lead Accounting Clerk~~ Senior Utility Billing Clerk, Field Property/Evidence Technician Senior Utility Billing Clerk	$ 5,346	$ 5,536	$ 5,729	$ 5,929	$ 6,134	$ 6,350	$ 6,570	$ 6,835
18	Police Records Specialist Level III Public Records Officer Records Specialist Senior Accounting Clerk Senior Permit Specialist	$ 5,481	$ 5,672	$ 5,870	$ 6,076	$ 6,289	$ 6,507	$ 6,737	$ 7,006
19	Apprentice Construction Inspector	$ 5,619	$ 5,813	$ 6,017	$ 6,228	$ 6,445	$ 6,672	$ 6,905	$ 7,179
20	*Lead Accounting Clerk*	$ 5,759	$ 5,961	$ 6,168	$ 6,380	$ 6,608	$ 6,837	$ 7,078	$ 7,360
21	Special Events Permitting Manager	$ 5,904	$ 6,108	$ 6,320	$ 6,544	$ 6,770	$ 7,008	$ 7,255	$ 7,545
22	Payroll Analyst 3 Planner 1	$ 6,048	$ 6,259	$ 6,481	$ 6,707	$ 6,942	$ 7,187	$ 7,437	$ 7,733
23	Engineering Technician Lead Permit Specialist	$ 6,200	$ 6,419	$ 6,640	$ 6,874	$ 7,114	$ 7,362	$ 7,622	$ 7,926
24		$ 6,357	$ 6,577	$ 6,806	$ 7,045	$ 7,292	$ 7,547	$ 7,812	$ 8,126
25		$ 6,513	$ 6,742	$ 6,978	$ 7,222	$ 7,474	$ 7,738	$ 8,007	$ 8,330
26	Surveyor	$ 6,679	$ 6,912	$ 7,151	$ 7,403	$ 7,663	$ 7,931	$ 8,208	$ 8,538
27	Construction Inspector Senior Engineering Technician	$ 6,845	$ 7,084	$ 7,333	$ 7,590	$ 7,854	$ 8,129	$ 8,414	$ 8,750
28	Planner 2	$ 7,014	$ 7,259	$ 7,514	$ 7,779	$ 8,053	$ 8,332	$ 8,625	$ 8,969
29	Senior Construction Inspector	$ 7,191	$ 7,441	$ 7,701	$ 7,972	$ 8,252	$ 8,541	$ 8,839	$ 9,193
30	Crime Analyst Engineering Specialist Senior Surveyor	$ 7,372	$ 7,630	$ 7,895	$ 8,171	$ 8,457	$ 8,754	$ 9,059	$ 9,421
31	Construction Inspection Specialist	$ 7,556	$ 7,821	$ 8,093	$ 8,375	$ 8,668	$ 8,972	$ 9,285	$ 9,657
32		$ 7,745	$ 8,016	$ 8,295	$ 8,584	$ 8,885	$ 9,197	$ 9,517	$ 9,898
33		$ 7,938	$ 8,217	$ 8,502	$ 8,798	$ 9,107	$ 9,427	$ 9,755	$ 10,146
34	Survey Specialist	$ 8,137	$ 8,422	$ 8,714	$ 9,019	$ 9,335	$ 9,662	$ 9,999	$ 10,399
35		$ 8,340	$ 8,632	$ 8,934	$ 9,247	$ 9,571	$ 9,906	$ 10,253	$ 10,663
36		$ 8,549	$ 8,848	$ 9,158	$ 9,478	$ 9,810	$ 10,153	$ 10,509	$ 10,929
37		$ 8,763	$ 9,069	$ 9,387	$ 9,715	$ 10,055	$ 10,407	$ 10,772	$ 11,202
38	Planner 3	$ 8,982	$ 9,296	$ 9,621	$ 9,958	$ 10,307	$ 10,667	$ 11,041	$ 11,482