

August 2, 2021 - Vancouver City Council Meeting Minutes

WORKSHOPS

Workshops were conducted in a hybrid environment, with Councilmembers, staff and guests participating in-person at City Hall and over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting at City Hall or 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, or listen via the GoToMeeting conference call.

4:00-5:00 p.m. Vancouver Homelessness Plan - Establishment of Supportive Campsites

Jamie Spinelli, Homeless Response Coordinator, 360-487-8610; Sara Baynard-Cooke, Assistant City Attorney, 360-487-8500; Jonathan Young, City Attorney

Summary

Staff provided Council with an overview of the proposed establishment of a supportive campsite program for people who are experiencing homelessness.

5:00-5:45 p.m. Fossil Fuel Code Updates

Aaron Lande, Program and Policy Development Manager, 360-487-8612

Summary

Staff provided Council with an overview of proposed amendments to Vancouver Municipal Code Title 20 as it relates to large-scale fossil fuel facilities.

5:45-6:00 p.m. Water Station 5 Reservoir and Pump Station Project

*Jennifer Belknap Williamson, Public Works Director, 360-487-7131;
Michelle Henry, Senior Civil Engineer, 360-487-7155*

Summary

Staff provided Council with an update on the project to upgrade the Water Station 5 reservoir and pump station.

COUNCIL DINNER/ADMINISTRATIVE UPDATES

6:00-6:30 PM

REGULAR COUNCIL MEETING

This meeting was conducted in a hybrid environment, with Councilmembers, staff and guests participating in-person at City Hall and over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting at City Hall or via the live broadcast on www.cvtv.org and CTV cable channels 23 or HD 323, or on the City's Facebook page, www.facebook.com/VancouverUS, or listen via the GoToMeeting conference call. Public access and testimony on Consent Agenda and Public Hearing items was also facilitated in person and via the GoToMeeting conference call.

Pledge of Allegiance

Call to Order and Roll Call

The Consent Agenda meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnery-Ogle.

Present: Councilmembers Fox, Paulsen, Lebowsky (via video conference), Stober, Hansen, Mayor McEnery-Ogle

Absent: Councilmember Glover

Motion by Councilmember Lebowsky, seconded by Councilmember Paulsen, and carried unanimously to excuse Councilmember Glover.

Approval of Minutes

Minutes - July 12, 2021

Motion by Councilmember Hansen, seconded by Councilmember Paulsen, and carried unanimously to approve the meeting minutes of July 12, 2021.

WALK-ON ITEM

Mayor McEnerny-Ogle recommended the addition of a walk-on item to the Consent Agenda to appoint Dominique Merriweather to the Vancouver Housing Authority (VHA) Board, with a mid-term appointment beginning immediately and expiring February 1, 2022.

Motion by Councilmember Hansen, seconded by Councilmember Paulsen, and carried unanimously to amend the agenda to include the walk-on appointment to the VHA Board.

Community Communication (Items 1-3)

Mayor McEnerny-Ogle opened Community Communication and, receiving no testimony, closed Community Communication.

Consent Agenda (Items 1-3)

Council requested Item 2 be pulled from the Consent Agenda for separate consideration.

Councilmember Lebowsky recused herself from discussion and action on Item 2 as she is employed by the Washington State Department of Transportation (WSDOT).

Regarding Item 2, Councilmember Stober expressed concerns that the interlocal agreement with WSDOT does not include mutual indemnification language. As written, it would require the City to indemnify WSDOT in the event of a lawsuit, but does not require WSDOT to indemnify the City. He expressed concerns that the City could become a co-defendant in any potential large-scale lawsuit down the road related to the replacement bridge project without that mutual indemnification.

City Attorney Jonathan Young stated that in reviewing other contracts between WSDOT and the City of Seattle, for example, there are indemnification clauses that flow both ways, but those tend to be contracts related to the construction phase of projects, rather than the planning phases. He stated the Council could direct staff to take the agreement back to WSDOT and negotiate bilateral indemnification.

Councilmember Hansen stated he shares these concerns. Councilmembers Fox and Paulsen agreed.

Motion by Councilmember Stober, seconded by Councilmember Hansen, and carried unanimously to return the intergovernmental agreement to staff for further negotiations with WSDOT. Lebowsky recused.

Councilmember Lebowsky returned.

Motion by Councilmember Hansen, seconded by Councilmember Paulsen, and carried unanimously to approve Items 1, 3, and the Walk-On Item of the Consent Agenda.

1. Construction Acceptance - Central Vancouver North Phase 2 Sewer Improvements

Staff Report 113-21

Advanced Excavating Specialists of Longview, Washington, has completed construction of the Central Vancouver North PH2 Sewer Connection Incentive Program (SCIP) project. The project provided reliable sewer service to 37 parcels by installing 2,308 linear feet of 8-inch gravity sewer mains in the following roadways: NE 70th St, NE 63rd Ave, NE 62nd Ave and NE 58th Ave.

The work was completed satisfactorily in accordance with the plans and specifications. Contract costs are summarized below:

TOTAL CONTRACT COSTS	
<i>Labor, Equipment and Material</i>	<i>\$479,468.09</i>
<i>Sales Tax</i>	<i>\$40,754.79</i>
<i>Total</i>	<i>\$520,222.88</i>
<i>Retainage</i>	<i>Bond</i>

The original contract amount, including sales tax, was \$488,333.33. The final project cost was \$520,222.88, which was \$31,889.55 (approx. 7%) more than the original contracted amount. The difference between original contract amount and final contract amount can be attributed to additional quantities of backfill material needed to replace native material that would not meet compaction requirements, in addition to typical variances in unit prices and/or quantities commonly encountered during construction. The original contract amount fell under the \$500,000 threshold that would require an apprenticeship utilization.

Request: On August 2, 2021, accept the facilities as constructed by Advanced Excavating Specialists of Longview, Washington, and authorize release of the retainage bond subject to receipt of all documentation required by law.

Motion approved the request.

2. **Interstate 5 Bridge Replacement Program – Intergovernmental Agreement**

Staff Report 114-21

The IBRP has begun the process to develop design options for replacement of an Interstate Bridge and associated elements. City of Vancouver staff are participating in this process through regularly scheduled staff level group meetings and support for community and executive leadership meetings. Additionally, staff is participating in communication efforts, transportation planning, environmental review as defined through federal processes, transit planning/engineering, and design engineering. These efforts in addition to administration of staff engagement are further defined in Attachment A, Exhibit A.

Request: Authorize the City Manager or designee to execute the Special Transportation Study Agreement with the Washington State Department of Transportation for the I-5 Bridge Replacement Program.

Katherine Kelly, Senior Policy Advisor, 360-487-7947

Motion returned the item to staff.

3. **Approval of Claim Vouchers**

Request: Approve claim vouchers for August 2, 2021.

Motion approved claim vouchers in the amount of \$9,223,604.12.

Public Hearings (Item 4)

4. **Heights District Plan Implementation - second reading**

Staff Report 104-21

A. AN ORDINANCE of the City of Vancouver, Washington for a subarea known as the Heights District and relating to comprehensive planning under Chapter 36.70A and setting forth associated implementation measures amending the Vancouver Comprehensive Plan and Vancouver Municipal

Code; specifically, amending the Vancouver Municipal Code by adding a new Chapter, The Heights (HX) Plan District, VMC 20.670, incorporating the Heights Plan District into other relevant code sections, adopting new Heights District Urban Design Guidelines and amending the Vancouver Comprehensive Plan to provide for implementing measures for Heights District Plan policies and goals; and providing for an effective date.

B. AN ORDINANCE of the City of Vancouver, Washington, relating to land-use and zoning; establishing a Planned Action for the Heights District Plan; providing for the establishment of mitigation measures and conditions for approval of projects located within the Heights District Plan Area (hereafter the Heights District); providing for a streamlined review and approval of projects which meet planned action criteria; providing for an effective date; and providing for an expiration date.

C. AN ORDINANCE lifting the temporary moratorium on the acceptance and processing of applications for permits for the development of new structures, the expansion of existing structures, or subdivisions in the Tower Mall area as defined herein; and establishing an effective date 30 days from adoption.

The following implementing regulations have been developed for the Heights District: adoption of a new Heights Mixed Use (HX) zoning district and associated Heights District Urban Design Guidelines; adoption of additional amendments to the City of Vancouver Comprehensive Plan and Title 20 of the Vancouver Municipal Code; and adoption of a Planned Action for the Heights District, including mitigations.

The Heights Mixed Use (HX) Plan District (Exhibit A) is intended to implement the Heights District Plan vision, goals and policies, and includes standards in the following areas: regulation of uses, including ground floor frontage requirements; development standards, including minimum residential density, maximum building height, building step-down and transitions, facades, building line provisions, modulation, entrances, roof forms, architectural characteristics, materials and colors, landscaping, stormwater, signage, vehicle and bicycle parking minimums and other requirements, and utilities and screening; a design standard modification process; and approval processes for site plan, planned action and design review.

The Heights District Urban Design Guidelines (Exhibit B) work in tandem with the Heights Mixed Use (HX) Plan District to implement Plan visions, goals, and policies. They are founded on several universal design principles that help shape the character, urban form and public spaces of the District, and are based on key design drivers identified through the Heights District planning process. These include inclusive mixed-income housing, connectivity, community health, wellness and equity, and sustainability, among others. The Urban Design Guidelines inform the development of all structures and landscapes within the District and are

intended as a discretionary tool, which is administered in concert with the HX Plan District. They address the following aspects of development: public infrastructure, including new and existing streets, sidewalks, traffic calming, parks and open spaces, landscape design and stormwater management systems; building typologies, including housing, commercial, and civic/institutional uses; architecture, including massing, scale, building modulation and façade articulation, entrances, and roof forms; materials and color; signage; public art; parking, including vehicle and bicycle parking; lighting design; utilities and screening; and sustainable development and design.

Updates to several sections of Title 20 of the Vancouver Municipal Code (Exhibit C) will ensure integration of the new HX Plan District and maintain consistency between various sections within the development code. This includes changes in the following code sections and tables: Table 20.130.040-1 Comprehensive Plan and Corresponding Zoning District Designations; 20.430.020 Listing of Zoning Districts; 20.430.030-1 Commercial and Mixed Use Districts Use Table; 20.430.040-1 Development Standards; 20.430.050 Special Limitations on Uses; 20.770.080 Tree Density Requirements; 20.850.020 Approval Process; 20.850.030 Development Standards; 20.890.060 Additional Development Standards by Zoning District; 20.925.030 General Provisions; 20.945.080 Off Loading Requirements; and 20.985.020 Development Standards.

The Heights Mixed Use (HX) Plan District requires an amendment to Table 1-5 on page 1-13 of the Vancouver Comprehensive Plan (Exhibit D) to add the HX Plan District and definition to the list of Commercial zones in the City.

Based on the previously issued Heights District Plan: Planned Action Final Environmental Impact Statement (FEIS) a Planned Action Ordinance (PAO) is proposed to facilitate future development of the Heights District through a front loading of future environmental review. Pursuant to RCW 43.21C.440, WAC 197-11-164, and VMC 20.790.530, PAOs allow individual future development projects that are within adopted impact thresholds to undergo less extensive SEPA environmental review provided such review was undertaken in the full district EIS. The cumulative environmental thresholds for the full Heights District established in the FEIS and referenced in the Mitigation Document (Exhibit E) are for 1,800 new residential units, 204,000 square feet of commercial development, and 36,000 square feet of institutional development. To qualify for expedited SEPA review, individual future projects must not cause these cumulative district wide thresholds to be exceeded and must also follow various mitigation measures listed in the Mitigation Document. It should be noted that future projects qualifying for expedited SEPA review are still subject to the full range of substantive and procedural City planning and building codes applied during Site Plan Review or other applicable review

processes.

The proposed Heights Mixed Use (HX) Zoning District, Heights District Urban Design Guidelines, Heights Planned Action Ordinance and associated Comprehensive Plan and Title 20 amendments are consistent with the Heights District Subarea Plan, applicable portions of the Vancouver Strategic Plan and Comprehensive Plan, and provide for updated development standards and regulations necessary to implement an adopted subarea plan, which is designated as an urban center in the Comprehensive Plan. Together, the proposed updates provide a framework of prescriptive standards and discretionary guidelines that will ensure individual development projects implement the vision of the Heights District Plan, and provide for enhanced housing options, additional services and amenities, and new recreation and employment opportunities in a well-designed, livable, mixed-density, mixed-use, connected and sustainable environment.

The proposed regulatory updates provide for a mix of uses that allow for the development of the District as a 20-minute neighborhood where residents can walk, bike, roll or take transit to essential amenities, services, and employment opportunities which include stores, restaurants, parks, schools, and transit stations.

The Heights Mixed Use (HX) Zoning District includes sub-districts with unique standards and supported by design guidelines to ensure development is sensitive to and compatible with the adjacent established neighborhoods, and the HX Zone includes requirements for decreased building heights and increased minimum parking ratios in transition areas where redevelopment will occur in close proximity to existing neighborhoods.

With regard to wireless communication facilities, the proposed standards ensure non-discriminatory provision of personal wireless services and adequate service in the area. While monopolies are not permitted within the HX zone, wireless facilities may be attached to existing and future structures within the zone. Additionally, the Heights District is located in close proximity to other land use zoning districts also permitting wireless communication facilities, including monopolies, that can assist in providing adequate service to the area. This regulatory standard is consistent with the authority of the City of Vancouver over the placement, construction, and modification of personal wireless service facilities.

The Urban Design Guidelines provide a framework for transportation and infrastructure improvements, including bicycle and pedestrian facilities and guidance on low impact development stormwater management strategies and best management practices, to improve the efficiency and safety of Vancouver's transportation and utility infrastructure systems.

A duly advertised Planning Commission public hearing on this topic was held on June 8, 2021, at which the Planning Commission forwarded a unanimous recommendation to Council to adopt the Heights Mixed Use (HX) zoning district, Heights District Urban Design Guidelines, Heights Planned Action, and associated Comprehensive Plan and zoning code amendments as outlined in the staff report without edits. All materials from this public hearing are available [here](#).

- Request:
1. On August 2, 2021, subject to second reading and public hearing, approve an ordinance (A) related to the new Heights Mixed Use zoning district and associated Heights District Urban Design Guidelines, Comprehensive Plan text amendments, and Vancouver Municipal Code Title 20 text amendments as provided in attachments to this staff report.
 2. On August 2, 2021, subject to second reading and public hearing, approve an ordinance (B) related to the Heights District Planned Action and associated mitigation document.
 3. On August 2, 2021, subject to second reading and public hearing, approve an ordinance (C) related to the lifting of the existing Tower Mall Development Moratorium that currently prohibits the acceptance and processing of applications for permits for the development of new structures, the expansion of existing structures, or subdivisions in the Tower Mall area.

*Rebecca Kennedy, Community and Economic Development
Deputy Director, 360-487-7896*

Mayor McEnerny-Ogle read the titles of the ordinances into the record.

Rebecca Kennedy, Deputy Director of Community and Economic Development, provided background information on the planning process pertaining to the Heights District and a summary of the proposed implementation actions before the Council.

Councilmember Lebowsky asked what might be able to be repurposed with the demolition of Tower Mall. Ms. Kennedy stated the Fitwell process asks the City to look at what can be reused, but because of the age of this particularly building, there is a significant amount of asbestos that makes repurposing a challenge. She stated the City would be looking for any other opportunities for reuse.

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

- Frank L'Amie, representing the Vancouver Heights Neighborhood

Association, spoke in support of the Heights District Plan, and presented a resolution (attached) unanimously approved by the neighborhood association that recommends approval of the implementation ordinances before the Council.

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

Councilmember Stober thanked and congratulated the planning staff for developing an inclusive process that has brought the City and the community to this point. He stated even though he would have liked to have seen changes in certain elements, such as density and affordable housing goals, the plan is a result of the public process and compromise between stakeholders that will have a positive impact on the community. Councilmember Stober urged staff to begin to create a sense of place and activate the Tower Mall site immediately with temporary uses once the building is demolished.

Motion by Councilmember Fox, seconded by Councilmember Stober, and carried unanimously to approve Ordinance M-4341 related to the new Heights Mixed Use zoning district and associated Heights District Urban Design Guidelines, Comprehensive Plan text amendments, and Vancouver Municipal Code Title 20 text amendments.

Motion by Councilmember Stober, seconded by Councilmember Lebowsky, and carried unanimously to approve Ordinance M-4342 related to the Heights District Planned Action and associated mitigation document.

Motion by Councilmember Paulsen, seconded by Councilmember Fox, and carried unanimously to approve Ordinance M-4343 related to the lifting of the existing Tower Mall Development Moratorium prohibiting the acceptance and processing of applications for permits for the development of new structures, the expansion of existing structures, or subdivisions of the Tower Mall area.

Communications

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

Adjournment

7:07 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Meetings of the Vancouver City Council are electronically recorded on audio and video. The audio files are kept on file in the office of the City Clerk for a period of six years.

VANCOUVER HEIGHTS NEIGHBORHOOD ASSOCIATION

RESOLUTION SUPPORTING THE VANCOUVER HEIGHTS REDEVELOPMENT PLAN

WHEREAS: The City of Vancouver wishes to promote the well being and livability of its citizens through economic development and;

WHEREAS: The City of Vancouver has designated and purchased the property formerly known as the "Tower Mall" for such purpose, and;

WHEREAS: The City of Vancouver has engaged a professional design team working in coordination with City Staff to develop a proposal for redevelopment of the "Tower Mall" to promote economic revitalization, encourage new business development, and new housing to meet strong demand for all income levels, and;

WHEREAS: Extensive public outreach has been incorporated in the planning process including extensive opportunities for citizens, business owners, and property owners, and neighborhood associations to provide input and help design the final plan, and;

WHEREAS: Significant changes have been incorporated in the final plan as a result of this planning process, and;

WHEREAS: An extensive environmental impact study has been completed for the site, and;

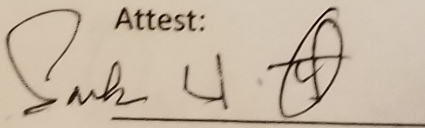
WHEREAS: The Vancouver Planning Commission has reviewed the plan, made modifications and received extensive public comment, and;

WHEREAS: The Vancouver Heights Neighborhood Association is in agreement with the overall goals of the City of Vancouver and has reviewed the final plan:

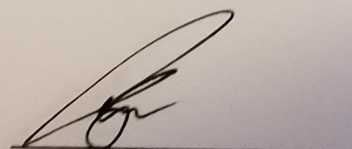
THEREFORE BE IT RESOLVED THAT: The Vancouver Heights Neighborhood Association recommends the Vancouver City Council adopt the Heights Redevelopment Plan as proposed and forwarded to it by the Vancouver Planning Commission.

Approved by the Membership of the Vancouver Heights Neighborhood Association at the July 22, 2021 membership meeting.

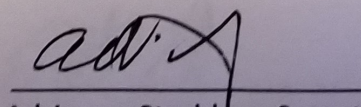
Attest:



Park Lafet Co-Chair



Vatalie Nazaruk Co-Chair



Adrienne Strehlow Secretary

August 9, 2021 - Vancouver City Council Meeting Minutes

WORKSHOPS

Workshops were conducted in a hybrid environment, with Councilmembers, staff and guests participating in-person at City Hall and over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting at City Hall or 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, or listen via the GoToMeeting conference call.

Councilmember Glover absent; Councilmember Lebowsky arrived at 4:34 p.m.

3:30-4:30 p.m. Oregon Toll Program Discussion

Lucinda Broussard, ODOT Toll Program Director; Brendan Finn, ODOT Urban Mobility Manager

Summary

Staff from the Oregon Department of Transportation Urban Mobility Office provided Council with an update on the Oregon toll program.

4:30-6:00 p.m. Vancouver Police Department Update

James P. McElvain, Vancouver Police Chief, 360-487-7473

Summary

Vancouver Police Chief James McElvain provided Council with an update on Vancouver Police Department programs and initiatives.

COUNCIL DINNER/ADMINISTRATIVE UPDATES

6:00-6:30 PM

COUNCIL CONSENT AGENDA MEETING

This meeting was conducted in a hybrid environment, with Councilmembers, staff and guests participating in-person at City Hall and over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting at City Hall or 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, or listen via the GoToMeeting conference call. Public access and testimony on Consent Agenda items and under the Community Forum was also facilitated in person and via the GoToMeeting conference call.

Pledge of Allegiance

Call to Order and Roll Call

The Consent Agenda meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnery-Ogle.

Present: Councilmembers Fox, Paulsen, Lebowsky (via video conference), Stober, Hansen, Mayor McEnery-Ogle

Absent: Councilmember Glover

Motion by Councilmember Stober, seconded by Councilmember Hansen, and carried unanimously to excuse Councilmember Glover.

Community Communications (Items 1-4)

Mayor McEnery-Ogle opened Community Communication and received the following testimony:

- Steve Horenstein, representing the applicants for the Vancouver Innovation Center (VIC), stated he was available to answer Council requests regarding that project.
- Jean Avery, Vancouver, spoke regarding the VIC and urged the Council to require all trees currently in place be maintain in support of sustainability and

carbon reduction.

- Teresa Hardy, Vancouver, spoke regarding the VIC and urged the Council to require all trees currently in place in support of sustainability and carbon reduction.

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

Consent Agenda (Items 1-4)

Mayor McEnerny-Ogle read the ordinances for Items 1, 2, and 3 into the record.

Council requested Item 3 be pulled from the Consent Agenda for separate consideration, as summarized below.

Motion by Councilmember Stober, seconded by Councilmember Paulsen, and carried unanimously to approve Items 1, 2 and 4 of the Consent Agenda.

1. Amendments to VMC Title 20.160 - Commercial and Transient Lodging Use Classification

Staff Report 116-21

AN ORDINANCE relating to the listing of use classifications in commercial use types, removing the qualifying language regarding the typical length of stay, bringing this code section in line with the newly passed HB 1220, removing the potential barrier of siting of homeless shelters within the City, and removing any ambiguity with other commercial lodging which are not limited on the length of stay time; providing for savings, severability and an effective date.

Summary

In 2018, the City Council approved an ordinance which eliminated the City's Human Service Facilities use classification and integrated all human service uses, including homeless shelters, into the use classification of the most similar commercial use. The change was initiated due to concerns that had been raised by the City Attorney's Office about the City's Human Services Facilities (HSF) Siting Ordinance in regard to applicable laws that prohibit discrimination against people based on their familial status or disabilities, including Title VIII of the Civil Rights Act, the Fair Housing Act, and a ruling from the 9th Circuit federal Court of Appeals. As part of the ordinance, homeless shelters were deemed to be most similar to other types of commercial lodging and were added to the City's Development Code Commercial and Transient Lodging use classification. The term "where tenancy is typically less than one month" was already in the ordinance at the time and remained with the change.

Recently, the Vancouver Housing Authority decided to acquire the existing Howard Johnson hotel at 9201 NE Vancouver Mall Drive to operate a homeless shelter. Upon learning about the proposed shelter, a Planning Official's code interpretation was requested to interpret and clarify the scope of "Commercial and Transient Lodging" uses, specifically for "homeless shelters where tenancy is typically less than one month" with the emphasis on what "typically" means in this context.

The subsequent code interpretation decision stated that the term "typically" in the case of homeless shelters simply recognizes the fact that most individuals would not stay at a homeless shelter for more than a month similar to other commercial lodging uses. The code interpretation is currently under appeal and is pending the outcome of this proposed ordinance.

The Washington State House of Representatives recently passed legislation (House Bill 1220) with regard to the supporting of emergency shelters and housing through local planning and development regulations. As stated in the House Bill, cities such as Vancouver need to make a decision before September 30, 2021, as to either treat homeless shelters the same as hotels, or adopt an Ordinance authorizing indoor emergency shelters/emergency housing in a majority of zones located within one mile of public transit.

The recent interpretation issues relative to the tenancy of homeless shelters as well as recent state law has led to the initiation of the subject code text amendment to remove the tenancy language from the Commercial and Transient Lodging use classification definition. The proposed ordinance will clear up the code language relative to homeless shelters by removing the seemingly qualifying language regarding the typical length of stay and will remove the potential barrier of siting of homeless shelters within the City. The use of terms regarding the length of stay in homeless shelters is outdated as most homeless individuals do not have the ability to move out of shelters within a specific timeframe. This would also remove any ambiguity with other commercial lodging which are not limited on the length of stay time.

Request: On Monday, August 9, 2021, approve ordinance on first reading, setting date of second reading and public hearing for Monday, August 16, 2021.

Greg Turner, Land Use Manager, 260-487-7883

Motion approved the request.

2. **62nd Street Apartments proposal to change zoning map designation from R-18 to R-22 for a 2.5-acre site comprising three adjacent properties at 6115 NE 72nd Avenue, and 7215 and 7309 NE 63rd Street**

Staff Report 117-21

AN ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Zoning map designation for adjacent properties at 6115 NE 72nd Avenue, 7215 NE 63rd Street, and 7309 NE 63rd Street, tax lots 105120000, 105120010, and 105137000; providing for severability; and providing for an effective date.

Summary

The applicant argues that the rezone application would provide additional higher density housing that would increase options in the area and respond to the affordable housing crisis. The existing R-18 zoning could allow approximately 36 units, versus roughly 45 under the proposed R-22 zone. Future units would likely be somewhat smaller and less expensive under the higher density zones.

Public facilities and services appear adequate to meet the increased demand. Vehicle traffic would be approximately 25% higher under R-22 than R-18, but no congestion or safety problems in the area are anticipated. Local existing middle and high schools can accommodate the additional students generated, and Walnut Grove Elementary School is in the process of being rebuilt with a larger facility. Compliance with City stormwater standards addressing runoff from the site will be required during Site Plan Review of any future apartment proposal. City Public Works staff recently visited the existing City drainage facility immediately west of the rezone site across 72nd Avenue and confirmed it was operating properly and not a likely potential sources of area flooding. Staff will monitor the drainage facility, and the retaining wall alongside 63rd Street.

The sources that should be considered in evaluating a standalone rezone request are: (1) the City Comprehensive Plan, and (2) the City Strategic Plan. (VMC 20.285.060). Locational criteria for higher density residential zoning districts are contained in VMC 20.420.025, last updated in 2005. As the factors contained in VMC 20.420.025 are referenced within the City Comp Plan, they may be considered in evaluating the prudence of granting a standalone zoning change. However, in evaluating the appropriate weight to afford the factors set forth in VMC 20.420.025, it is relevant to consider the history of recent amendments to Title 20 of the Vancouver Municipal Code. In 2018 changes were made to standards for reviewing zone changes under VMC 20.285 to eliminate direct reference to locational criteria for these and other zoning districts. The change was made because the locational criteria described how various zones might ideally be located

if designing a new urban area for the first time, but were less relevant in evaluating proposed individual site-specific zoning changes in an increasingly developed setting. In addition, they generally do not reflect recent trends related to housing affordability and urbanization that have emerged over the last decade or more. Locational criteria for each zoning district will be updated as part of a planned Title 20 (Land Use and Development Code) overhaul, which will follow the forthcoming major update of the City's Comprehensive Plan.

Locational criteria for the existing and proposed zone in this case are as follows:

A. R-18 (Higher Density Residential) Zone Location Criteria. The R-18 designation is most appropriate in areas with the following characteristics and relationships to the surrounding area:

- 1. Areas occupied by a substantial amount of multifamily development, but where factors such as narrow streets, on-street parking congestion, local traffic congestion, lack of alleys and irregular street patterns restrict local access and circulation and make a lower intensity of development desirable.*
- 2. Areas where properties are well-suited to multifamily development, but where adjacent single-family developments or public open space make a transitional scale of development (height and bulk) desirable. There should be a well-defined edge such as an arterial, open space, change in block pattern, topographic change or other significant feature that provides physical separation from the single-family area. (This is not a necessary condition where existing moderate scale multifamily structures have already established the scale relationship with abutting single-family areas).*
- 3. Properties must have access from collector or arterial streets, such that vehicular travel to and from the site is not required to use local access streets through lower density residential zones.*

B. R-22 (Higher Density Residential) Zone Location Criteria. The R-22 designation is most appropriate in areas with the following characteristics and relationships to the surrounding area:

- 1. Areas already developed predominantly to the permitted R-22 density and where R-22 scale is well established.*
- 2. Areas with close proximity and pedestrian connections to neighborhood services, public open spaces, schools and other residential amenities.*

3. Properties that are adjacent to existing business and commercial areas with comparable height and bulk, or where a transition in scale between areas of larger multifamily and/or commercial structures and smaller multifamily development is desirable.

4. Areas well served by public transit and having direct access to arterials, such that vehicular traffic is not required to that pass through lower density residential zones; street widths must be sufficient to allow for two (2) way traffic and on-street parking in accordance with City street standards.

5. Areas with significant topographic breaks, major arterials or open space that provide a separation and transition to Lower Density Residential areas

C. R-30 (Higher Density Residential) Zone Location Criteria. The R-30 designation is most appropriate in areas with the following characteristics and relationships to the surrounding area:

1. Areas that are already developed predominantly to the permitted R-30 density, or areas that are within an urban center, or identified in an adopted sub-area plan as appropriate for higher density multifamily housing.

2. Properties in close proximity to major employment centers, open space and recreational facilities.

3. Areas with well-defined edges such as an arterial, open space, change in block pattern, topographic change or other significant feature providing sufficient separation from adjacent areas of small scale residential development, or areas should be separated by other zones providing a transition in the height, scale and density of development.

4. Areas that are served by major arterials, where transit service is good to excellent, and where street capacity could absorb the traffic generated by higher density development.

5. Principal streets in the area shall be sufficient to allow for two (2) way traffic and parking on both sides of the street. Vehicular access to the area shall not require use of streets passing through lower density residential zones.

6. Areas of sufficient size to promote a high quality, higher density residential environment with close proximity (and good pedestrian connections) to public open spaces, neighborhood oriented commercial services, and other residential amenities.

The 2018 changes that reduced the weight of the locational criteria for rezones were also intended to reflect increasing concerns over housing choice and affordability.

The proposal site annexed to the City in 2017 as part of the Van Mall North annexation, and was zoned Urban High Density by Clark County as far back as 2007.

Request: On Monday, August 9, 2021, approve ordinance on first reading, setting date of second reading and public hearing for Monday, August 16, 2021.

Bryan Snodgrass, Principal Planner, 360-487-7946

Motion approved the request.

3. Vancouver Innovation Center (VIC) Comprehensive Plan and Map change from Industrial/IL to Commercial/MX, and accompanying mixed use Master Plan and Development Agreement (D.A.) at 179-acre former Hewlett-Packard site at 18110 SE 34th Street

Staff Report 118-21

A. AN ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Comprehensive Plan and Zoning map designation for parcels adjacent tax lots 126455000 and 126816000, located at 18110 SE 34th Street; also adopting a Mixed Use Master Plan (Master Plan) and Development Agreement (D.A.), providing for severability; and providing for an effective date.

B. AN ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Comprehensive Plan and Zoning map designation for parcels adjacent tax lots 126455000 and 126816000, located at 18110 SE 34th Street; also adopting a Mixed Use Master Plan (Master Plan) and Development Agreement (D.A.), providing for severability; and providing for an effective date.

Summary

Proposal (Agreed on by all parties):

Future land uses on the site would be distributed as indicated in the Land Use Allocation Plan Map, Exhibit C of this report, with the Light Industrial, Multi-family Residential, Single-family Residential, and Mixed Use areas to be generally developed in that order, under the development standards of

the analogous citywide zoning districts with limited exceptions noted in the D.A. A Master Plan for the Town Center portion of the Mixed Use area is required within three years of approval of the full site Master Plan.

The proposed park in the northeast corner of the site is subject to ongoing negotiation between the City and applicant, with parameters established in the D.A. The proposed school site in the northwest corner is anticipated to be developed for a middle school campus to meet future demand. The Evergreen School District and applicant indicate they are in conceptual agreement for a purchase of the land pending rezone approval.

Locations of buildings, infrastructure and open spaces are as indicated in the Master Plan Map, Exhibit D of this report. General appearances of buildings and surrounding open spaces are as indicated in the applicant renderings.

Key features of the proposed Development Agreement include:

- 15-year term
Parking, Open Space, and Tree Canopy Plans*
- The northeast forested area envisioned for a future park is required to be set aside in perpetuity through a covenant, and improved under City or applicant ownership with public access easement, to include at minimum a large universally accessible playground, dog park area, loop trails with benches and picnic areas, interpretive signage, reservable pavilions, unique bike/low ropes course feature or other equal or better features. Cost parameters are outlined in the D.A, with negotiations to begin in 150 days.*
- Design Standards and Principles addressing mobility, energy, water, building design, building finishes, heights, signage, tree canopy, open space, and street cross sections.
Phasing requirements to ensure at least ¼ of employment uses are built before ½ of residential uses are permitted.*
- Requirements for future public hearing review of significant changes to the Master Plan, including changes to uses or locations on the northern property line which abuts existing residences without an intervening street.*

The proposal will be adequately served by public facilities and services:

- Anticipated trip generation at buildout of 27,000 vehicle trips per day and 2,000 trips during peak hours represents approximately 10% fewer daily trips and 50% fewer peak hour trips than buildout development under existing IL zoning. 60% of trips entering and exiting the site will do so via the west. The applicant will make proportionate share contributions to impacted roads and intersections near proposal site, dedicate and improve roads within site, and be subject to Transportation Impact Fees.*

- *The proposal would generate 319 students at buildout, which serving schools have capacity to serve through temporary portable classroom capacity.*
- *Proposal park and open space features are sufficient to meet demands created by the proposal, and partially address park deficits in the surrounding area.*

Provisions addressing sustainability and climate impacts include:

- *Proposed mix of uses facilitating less traffic than development under existing zoning, and reuse of existing 700,000 square foot industrial building complex.*
- *D.A requirement that application will not vest for City standards related to sustainability and climate, ensuring future development can be subject to the most recent standards as they evolve.*
- *Applicant implementation commitments to work with C-Tran to increase bus service, upgrade lights and HVAC in existing industrial buildings, install electric vehicle stations not required by City Code, and treat and perform infiltration of all stormwater onsite, and upgrade all parking lot stormwater to current standards.*

Public and stakeholder engagement has been provided through:

- *City notice through original May 2020 pre-application conference and subsequent Planning Commission workshops, newspaper publication, mailings, site postings, SEPA distribution, and presentation at a March 2021 Homeowners Association meeting.*
- *Applicant outreach through hardcopy mail, site tours, virtual open houses. Applicant has also conducted outreach through open houses and on-site tours.*
- *Over 50 written comments received, most with concerns about traffic, tree retention, impacts on public services, sustainability and climate. Positive comments cite opportunities created by proposed park, housing and employment in mixed use setting.*

Proposal (Areas of disagreement): *Two modifications were recommended by the Planning Commission:*

- *Amend the Master Plan and D.A. to expand the border of the Town Center portion of the Mixed Use area, currently indicated by dashed lines in Exhibit C of this report, to include all of the Mixed Use area, which requires submittal of a follow up Master Plan within three years of approval of the full site Master Plan. The applicant agrees to expanding the Town Center boundary to include mixed use areas to the north, but not to the south, as the southern mixed use areas abut the main entrance to the overall site and are envisioned for near term development sooner than the Town Center core.*
- *Change D.A. cost parameters for sale of the northeast park area, or of a public assessment easement, to stipulate that land valuation be*

based on the current IL zone rather than the proposed MX zone. The applicant agrees to removing reference to basing valuation on the proposed MX zoning, but objects to referencing IL as a basis.

Request: On Monday, August 9, 2021, discuss the proposed Planning Commission modifications and applicant's partial response, and approve either ordinance A, which includes the Planning Commission's modifications in full, or ordinance B, which includes the applicant's response, and set the date of second reading and public hearing for August 16, 2021.

Bryan Snodgrass, Principal Planner, 360-487-7946

Chad Eiken, Community and Economic Development Director, provided an overview of the proposed Council actions, and explained staff is presenting two versions of the development agreement for Council's consideration, as outlined in the summary above. The first version reflects the final recommendation from the Planning Commission that includes two changes to the original proposal with which the applicant was not in agreement. The second version reflects the applicant's response to the Planning Commission's recommendations.

Regarding public concerns pertaining to the potential loss of trees on the site, Steve Horenstein, representing the applicant, stated the applicant has agreed to place a covenant on the property to preclude the developer from doing anything with the parcel proposed for park land until the City of Vancouver is in a position to purchase the property for that purpose. He stated the applicant is committed to leaving that parcel forested until it is acquired by the City.

Regarding the Planning Commission's recommendation to change the cost parameters for the sale of the northeast park area to be based on the current IL zone, Mr. Horenstein stated the applicant is opposed to including this in the development agreement because they have been in negotiations with the Parks and Recreation Department with the goal of drafting a purchase and sale agreement that accounts for many issues beyond the land use questions. He stated the applicant disagrees the real estate transaction should be treated as a land use issue. He requested the DA move forward with the applicant's most recent proposal where the sale value would be considered at a mutually agreed to value by all parties.

Regarding the Planning Commission's recommendation to expand the border of the Town Center portion of the Mixed Use area, Mr. Horenstein stated the applicant agrees to expanding the northern border, but requests to maintain the southern boundary as proposed to ensure that area can be developed as soon as possible as a gateway to the site, and incorporating that into the Town Center area would take longer than is preferred.

Mr. Horenstein referenced a letter (attached) provided to the Council on behalf

of the applicant that details these key points.

Councilmember Paulsen expressed concerns that by not including cost parameters in the DA based on the IL zone, as recommended by the Planning Commission, there may be a perception that the City is upzoning the land and then negotiating a purchase price that could be much higher based on that new zoning.

Councilmember Stober expressed similar concerns and noted the DA would have the land value be based on the best and highest use for the land, and asked what options the City would have if an appraiser determined the best and highest use is not maintaining the forested parcel. City Attorney Jonathan Young explained that putting a restrictive covenant on that parcel boxes in the uses that could be applied to it by an appraiser.

Councilmember Stober asked for clarification as to whether the City is in a position to purchase the park property. City Manager Eric Holmes stated the City would be able to make that purchase, and would just need to have the funding allocated in the budget to complete such a purchase.

Councilmember Paulsen asked staff to address the concerns regarding the perceived upzoning of the land prior to purchase and whether the City would be giving up any leverage in negotiating a purchase price by approving the DA that includes the developer's proposals. Mr. Eiken explained negotiations are multi-faceted and much more complicated than just the land use questions. He also stated Council would need to approve the final purchase and sale agreement before a purchase is complete. Mr. Eiken also noted the DA must be agreed to by both parties, and the developer could potentially walk away from the project if not in agreement, and the land could be developed with an industrial use under the current zoning with no guarantee of park land. He stated the park is in the developer's interest as much as it is in the City's.

Regarding the expansion of the Town Center northern and southern boundaries, Councilmember Paulsen stated he observed the Planning Commission seemed most interested in the northern area being included, which the applicant had agreed to.

Councilmember Fox noted the design standards included at this stage are fairly detailed. She stated she was not concerned with the gateway area being developed in advance of the Town Center area assuming it would conform to the design standards included with the DA.

Councilmember Paulsen stated this is an exciting project and he applauds the applicant for their collaboration in finding a way forward that will benefit all parties. He stated he appreciates the provisions the Planning Commission sought to put in place, but he is satisfied there will be a lot more going into the negotiations for the park parcel and he is comforted that Council will have final approval of the purchase and sale agreement.

Motion by Councilmember Paulsen, seconded by Councilmember

Hansen, and carried unanimously to approve Ordinance Option B on first reading, setting date of second reading and public hearing for Monday, August 16, 2021.

4. Approval of Claim Vouchers

Request: Approve claim vouchers for August 9, 2021.

Motion approved claim vouchers for August 9, 2021, in the amount of \$6,304,263.25.

Community Forum

Mayor McEnerny-Ogle opened the Community Forum and received the following testimony:

- Megan Depaz, Battle Ground, Washington, expressed concerns with how police officers are portrayed in The Columbian news coverage.
- Wesley Higgins, Vancouver, representing the Grandview Commons Homeowners' Association, expressed concerns regarding a residential facility being built nearby that will house at-risk youth, and presented a petition (attached) from Grandview Commons residents requesting a delay to the project.
- Renee Schiermeister, Vancouver, echoed Mr. Higgins' comments and thanked the Council for listening.
- Peter Bracchi, Vancouver, asked the City to use a layered model to finding land open to camping along Burnt Bridge Creek, and urged the City to limit adverse impacts to the critical areas.
- Don Steinke, Vancouver, urged the City to continue to take steps to urgently address climate change and reduce emissions.
- Alona Steinke, Vancouver, urged the City to set early short term goals to reduce emissions.
- Cathryn Chudy, Vancouver, urged the City to stay the course on urgently addressing climate change and take interim steps while developing the comprehensive climate action plan.

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

Adjournment

7:45 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Meetings of the Vancouver City Council are electronically recorded on audio and video. The audio files are kept on file in the office of the City Clerk for a period of six years.

Steve Horenstein
steve@horensteinlawgroup.com
Maren L. Calvert
maren@horensteinlawgroup.com
(360) 696-4100

September 3, 2021

VIA EMAIL: cmo@cityofvancouver.us

Mayor Anne McEnerny-Ogle
City Council
415 W. 6th St
Vancouver, WA 98660

Re: August 9, 2020 City Council Meeting Consent Agenda Item #3 – The VIC

Dear Mayor and City Councilors:

We appreciate your anticipated consideration of the Vancouver Innovation Center (VIC) Comprehensive Plan and Map change from Industrial/IL to Commercial/MX and accompanying mixed use Master Plan and Development Agreement (D.A.) at the upcoming City Council meeting scheduled for August 9, 2021, as Consent Agenda Item #3.

As you may have noticed, Consent Agenda Item #3 contains two proposed ordinances.

- Ordinance A addresses the Planning Commission's recommended changes to the D.A. – (1) requiring the price of the park land to be established in the D.A. and (2) requiring the Town Center boundaries to be expanded to encompass the entire MX land use area, including the areas marked as "A," "B," and "C" on the enclosed map.
- Ordinance B addresses the Applicant's proposed modifications to the Planning Commission's recommendations.

We are submitting this letter to explain the Applicant's proposed modifications and to respectfully request that you adopt Ordinance B.

At the outset, please recognize that neither of the Planning Commissions recommended changes to the D.A. were negotiated or discussed during the **six** workshops spanning the **eleven** months prior to the Planning Commission hearing. The Planning Commission proposed the two changes during its efforts to craft a motion for the Commissioners' vote. The Applicant was completely surprised by the two recommendations and was not given a reasonable opportunity to comment on them before the Planning Commission voted.

As discussed below, the Planning Commission's proposed DA changes in Ordinance A impose unreasonably harsh burdens on the proposed development. We encourage the City Council to adopt Ordinance B.

(1) The Price of Park Land

The negotiations between the City and the Applicant regarding the payment for the City's requested public use of the Forested Tract over the past ten months has, unfortunately, been quite difficult. The difficulties did not arise, however, over a difference of opinion. To the contrary, the Applicant and City Staff have always agreed in principal that the Forested Tract in the northeast corner of the property, should be open to the public during traditional City park hours. The difficulties the parties have encountered, have arisen almost entirely in trying to find a lawful and mutually agreeable way for the City to pay for public access. The Applicant is open to all potential payment methods; the City simply needs to decide which payment vehicle(s) it prefers.

After significant efforts by both parties to draft the proposed Forested Tract deal terms, the Applicant and City Staff decided to outline the basic, easily agreeable terms for the Forested Tract in the D.A. See Ordinance A and B D.A.s at section 6.9. The Applicant and City Staff agreed to the continue collecting information and negotiating the remaining details in a separate letter of intent. Ultimately, the parties' agreement on deal terms be memorialized in a City Council approved real estate purchase and sale agreement.

Letters of intent and real estate purchase and sale agreements negotiated between the City and private landowners are common. There is no statutory requirement to include real estate purchase and sale agreement details in a development agreement. See RCW 36.70B.170; VMC chapter 20.250. State law merely requires the City pay fair market value for land it requires a landowner to sell to it. See *State v. Rowley*, 74 Wn.2d 328, 334, 444 P.2d 695, 699 (1968) ("The responsibility of the jury [in a condemnation proceeding] was to determine the fair cash market value of the property, taking into consideration **any and all uses to which the property was then adaptable.**") (Emphasis added).

Notwithstanding the above, the Planning Commission recommends City Council require the Applicant to sell the Forested Tract, over the Applicant's objection, for the fair market value of light industrial (IL) zoned property, even though the property will be zoned as mixed use (MX) at the time the sale occurs.

We have not found any authority for a municipality to require a landowner to accept a proposed purchase price for land the City requires the landowner to sell as a condition of approval for a Comprehensive Plan amendment or zone change.

Furthermore, whether the property is zoned IL or MX at the time the sale occurs is only one factor to be considered when determining fair market value for the land. The value will also be affected by parties' agreement regarding utilities, bathrooms, dedicated parking stalls and public street access for the Forested Tract. These details have not yet been finalized. Without of final list of infrastructure

requirements *and their costs*, the parties can only guess what the fair market value of the improved Forested Tract might be, regardless of its zoning designation.

Rather than delay the project further, the Applicant proposes the Ordinance B D.A., which simply requires the Forested Tract sales price to be mutually agreeable.

Then, once the D.A. is signed, City Staff and the Applicant will finalize the letter of intent; agree on the required scope of infrastructure; finalize the Forested Tract details (which must be included in the Town Center Amendment);¹ agree upon a fair market valuation process; draft the proposed purchase and sale agreement and present the agreement to City Council for review and approval.

In other words, under Ordinance B's D.A., the parkland sale price will come back to City Council for review, consideration, and approval as a traditional parkland real estate sale – which is not a necessary part of a Comprehensive Plan amendment, zone change, or master plan – and as a Type IV master plan amendment. See Ordinance B D.A., section 6.11. Under the circumstances, this seems the most reasonable approach.

(2) Town Center Boundaries

The Planning Commission proposes to expand the Town Center boundaries to include all lands within the MX land use area.² The Applicant is willing to agree to expand the Town Center boundaries north, to include the MX areas marked “A” and “B” on the enclosed map (the “North MX Area”) and require that area to be approved through the Town Center Amendment, Type IV approval process. See Ordinance B D.A. at sections 6.4.c and 6.11. But the Applicant cannot agree to expand the Town Center boundaries to include the area marked “C” on the enclosed map (the “South MX Area”).

If The VIC application to develop the property as MX land is approved, the South MX Area will become the gateway to the entire development. It will be the first thing potential tenants will see and it will set the tone and tenor for the entire visionary project. It is the key to establishing a proper mixed use sense of “place.”³ Knowing this, prior to the July 6, 2021 Planning Commission hearing, the Applicant negotiated language in the D.A. allowing this area to be developed at any time. See

¹ See Ordinances A & B at section 6.11.a(ii).

² See enclosed map for depiction of the MX land use area and the North and South MX Areas.

³ See City of Vancouver Comprehensive Plan 2011-2030, Appendix A, “Community Framework Plan and Growth Management Act Goals,” at section A (“The Community Framework Plan encourages growth in centers” with each center “oriented and developed around neighborhoods to allow residents the ability to easily move through and to feel comfortable within areas that **create a distinct sense of place** and community.”) (Emphasis added) accessed at https://www.cityofvancouver.us/sites/default/files/fileattachments/community_and_economic_development/page/874/vancouver_comprehensive_plan_2011-2030_2018_update1.pdf on 8/4/2021. See also Columbia River Economic Development Council (CREDC) **Goal 3: Create Place, Objective 3.1 (“Each Community Creates a Placemaking Strategy”)** (emphasis added) accessed at <https://www.credc.org/strategic-initiatives> on 8/4/2021.

Ordinance B D.A. at section 6.5.e (which used to address development of the North and South MX Areas, but now only addresses the South MX Area). No one from the City ever balked, questioned, or expressed concern about this timeline for development.

As written in both the Ordinance A and Ordinance B versions, Phases A is supposed to start in the first 18 months after the D.A. is approved and Phase B shall start within 18 months after that. See Ordinances A and B, D.A.s at section 6.5.a. & b. It will be difficult to invite tenants and developers to Phases A and B if the “entrance” to the property has not been and *cannot be* developed in a timely fashion.

If the South MX Area is incorporated into the Town Center and cannot be developed until ***after*** the Town Center Amendment approved, through a Type IV process, instead – *which may be as late as three to four years after the D.A.* (see Ordinances A & B, section 6.11) – the D.A. will be internally inconsistent, and development of the *entire property* will be significantly delayed and impaired.

In short, Ordinance A severely limits the Applicant’s ability to create a proper entrance and sense of place for the Vancouver Innovation Center. It places the success of the entire development at risk.

Additional Changes

In addition to agreeing to (1) negotiate a mutually agreeable purchase price and (2) including the North MX Area into the definition of the Town Center, the Applicant has also *voluntarily* agreed with City Staff to make additional changes, responsive to public comments at the Planning Commission hearing. In Section 6.9b of both the Ordinance A and B D.A.s, the Applicant and City Staff revised the tree credit calculations so that not all trees will be creditable toward tree canopy and open space requirements. The parties have also agreed the Applicant’s arborist will partner with the City of Vancouver’s Urban Forester to evaluate the health of all trees, determine which should be creditable towards the Open Space and tree canopy requirements, and develop a mutually-agreeable Tree Plan. These changes were not required or recommended by the Planning Commission, but the Applicant and City Staff negotiated them in good faith as a demonstration of the Applicant’s commitment to collaborating with City Staff to ensure this proposed development is good for everyone.

We hope this explanation has been helpful. Through this explanation, we hope you will agree the Applicant has been reasonable, cooperative, and has satisfied all of the legal requirements for approval of The VIC Comprehensive Plan Amendment, Zone Change, and proposed MX Master Plan. We hope you will also agree that the terms of the Ordinance B D.A. are lawful, acceptable, and in the best interests of the City of Vancouver.

We look forward to the August 9 City Council meeting and answering any questions you may have.

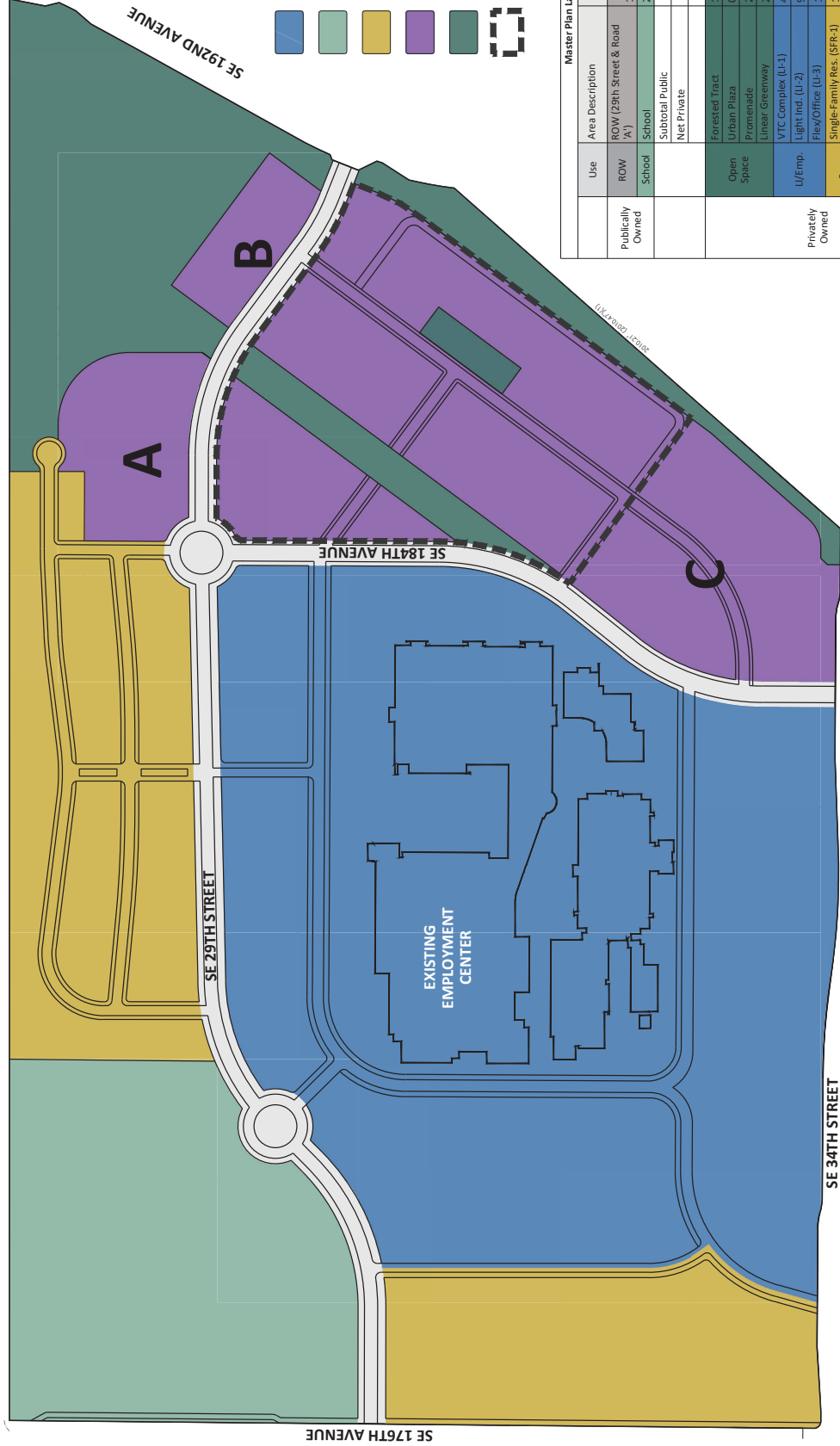
Sincerely,


STEPHEN W. HORENSTEIN


MAREN L. CALVERT

Enclosure:

1. The VIC Master Plan map, identifying North and South MX Areas



- LIGHT INDUSTRIAL/
EMPLOYMENT
- SCHOOL
- RESIDENTIAL
- MIXED-USE
- OPEN SPACE
- TOWN CENTER DISTRICT
(20.4 acres)

Master Plan Land Use Synopsis						
Use	Area Description	Area (acres)	Land Allocation	Use Totals (acres)	Percentage of Gross	Percentage of Net
Publicly Owned	ROW (29th Street & Road A)	10.5	5.9%	10.5	6%	0%
	School	20.0	11.2%	20	11%	0%
	Subtotal Public			30.5		
	Net Private			148.6		
Privately Owned	Forested Tract	13.6	7.6%			
	Open Space	0.6	0.3%			
	Urban Plaza	2.1	1.2%	19.1	11%	13%
	Promenade	2.8	1.6%			
	Linear Greenway	43.6	24.3%			
	VTC Complex (LI-1)	9.0	5.0%			
	Light Ind. (LI-2)	14.6	8.2%	67.2	38%	45%
	Flex/Office (LI-3)	18.2	10.2%			
	Single-Family Res. (SFR-1)	12.2	6.8%	30.4	17%	20%
	Multi-Family Res. (MFR-1)	4	2.2%			
	Senior Living (MX-2)	2.1	1.2%			
	Class A Office (MX-3)	3.7	2.1%	31.9	18%	21%
Totals		179.1	100%			

City Council 8/9/21 –

A few days ago, we received the attached letter in the mail from Mark Person Senior Planner –

The original plan with the property was to build a large apartment complex and a smaller 18-unit multi-family development. The larger building is currently under construction located on Grand but now the updated plan is to scrap the 18 unit approved plan and turn this into a staffed residential facility for youth that have been recognized to have moderate to high-risk behaviors.

Attached is information about the program “Our Next Generation” from The Mullen-Polk Foundation

Since then, we’ve done some research and even went door to door for 1 hour - to gather signatures with a statement attached from 18 people

We would like our comments documented as we have questions and concerns regarding this matter-

We don’t feel we have been given enough time to respond given the quick turnaround time.

Would like to know if this is being used with taxpayer dollars and ask for accounting of funds for this project?

The application only asks for an environmental review, but we are asking for a more thorough review allowing for social impact, traffic study, safety and a more thorough understanding of the proposal.

We do not believe that it currently meets the Zoned R-18 as it says it is requesting a 2-building residential facility not multifamily development.

We’d like to know how the Mullen Polk Foundation will ensure these kids stay residents and not just an ongoing transient population.

We’re relying on the City Council to ensure consistent and appropriate handling of zoning and construction plans in our residential neighborhood consistent with the neighborhood

We intend to try and set up meetings with the senior planner of the city, the property owner and representatives of Mullen-Polk Foundation and our community to work together for what is in the best interest of all involved. We’re asking for your help to ensure the city engages with us and takes the appropriate time needed to thoroughly work on the proposal and allow our concerns to be addressed and input received.

Thank you –



Wes Higgins

President – Grandview Commons Homeowners Association



P.O. Box 1995 • Vancouver, WA 98668-1995
www.cityofvancouver.us

July 29, 2021

**Notice of Application
Optional SEPA Determination of Nonsignificance
Mullen-Polk Foundation Residential Facility
PRJ-161723/LUP-81220**

Request: Post decision review to modify an approved 18-unit multi-family development into a two phased, two building residential facility for youth ages 12-18 through a Type II Post Decision Review

The application was accepted May 4, 2021 and deemed fully complete July 21, 2021.

Location: 2805 E 19th Street, Vancouver, WA 98661, Parcels 35265000 and 35308000 located in the NW ¼ of Section 25 and the NE ¼ of Section 26 of Township 2N, Range 1E of the WM.

Contact/Owner: Sterling Design, Inc., Attn: Joel Stirling, 2208 E Evergreen Blvd, Vancouver, WA 98661

Comments must be submitted by 4 p.m., Aug. 12, 2021. After the comment period closes, the planning official will issue a Type II Notice of Decision and final SEPA determination.

This notice is intended to inform potentially interested parties about the proposal; invite them to submit written statements for the record; and inform them of their right to receive a notice of the decision, including a notice of appeal rights.

Failure of any party to address the relevant approval criteria with sufficient specificity may preclude subsequent appeals on that issue. Comments that are directed at the relevant approval criteria are what constitute relevant evidence. Please direct comments to the case manager's email address listed below.

Under the authority of VMC 20.790.230 and WAC 197-11-355, the city of Vancouver will use the optional combined determination of nonsignificance (DNS) and notice of application process. Based on the initial review of the proposed project, the city of Vancouver has determined this agency expects to issue a DNS on the proposal, finding the project will not create probable significant adverse environmental impacts.

The comment period for the notice of application may be the only opportunity to comment on the environmental impacts of the proposal. An approval of this project may include mitigation measures under applicable codes regardless if an environmental impact statement (EIS) is prepared. A copy of the final threshold determination may be obtained upon written request.

6:30
City Hall
415 W 6th St.

South entrance
- enter street -

(6:20)

All evidence relied upon by the planning official in making the SEPA determination and to make the decision on this application is contained within the public record. The public record for this application is on file and will be made available on request. Copies of this information can be obtained at a reasonable cost. Please include the project numbers when making a request.

During the current COVID-19 crisis, requests to review application materials shall be emailed to the case manager's e-mail address below.

Case Manager: Mark Person, AICP, Senior Planner
E-mail Address: mark.person@cityofvancouver.us



July 29, 2021

NAME

DATE



This map was generated by Clark County's "MapOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information.



Taxlots

- All Roads**
Interstate or State Route
Arterial
Collector
Private or Other
World Street Map

Notes:



THE MULLEN-POLK FOUNDATION

PROVIDING SERVICES FOR ALL CHILDREN & FAMILIES IN THE FOSTER CARE SYSTEM

Donate Today

OUR NEXT GENERATION

Staffed Residential Facility

Our Next Generation Staffed Residential Facility is committed to culturally aware and sensitive partnerships with youth and their families. To the very extent possible, we make the effort to have our staff and programming reflect and respect the diversity and culture of our youth and their families with regard to race, ethnicity, national origin, language, gender, sexual orientation, spirituality, and cultural learning.

MISSION

Our mission is to create and maintain a safe, nurturing, structured youth residential facility that meets the specialized needs of youth placed under Behavioral Rehabilitation Services Placement, and their families with a continuum of services that focus on Trauma Informed Care.

PURPOSE

The Mullen-Polk Foundation's, Our Next Generation Staff Residential Facility is a private facility and the goal of the organization is to accommodate the needs of young people that have been recognized as moderate to high risk of behavioral and emotional which may also include mental health disturbance or developmental disabilities. The services provided by Our Next Generation Staffed Residential Facility are: Therapeutic, Group Counseling, / Individual Counseling, Crisis Intervention, Educational programming, Choices (Anger Management), and if applicable; Narcotics Anonymous, Alcoholics Anonymous.

Education support

Our facility partners with the Clark County School District as well as Special Education Services. We also provide and/or support additional education services, as well as educational oversight based on the need of the youth.

Group and Individual Counseling

Group counseling services are provided by case managers who possess a bachelor's degree in behavioral or social sciences, or an equivalent combination of education and experience in the area of behavioral science, social science, or related field. Residents participate in daily group meetings. Throughout these meetings youths are encouraged to discuss their problem areas, which are identified in their Case Service Plan. This allows them the opportunity to make the changes necessary to return to society and make appropriate choices allowing them to succeed. Group meetings focus on building on their strengths and addressing their weaknesses.

Choices (Anger Management)/Chemical Dependency Awareness

All youth participates in weekly meetings to address their anger issues. This service is provided by all trained staff as well as outside contracted providers. Individual anger management sessions are available for those youths who struggle with anger issues. Tools are taught and practiced throughout these meetings to equip each youth with techniques to deal with anger in a positive way.

Chemical Dependency awareness is offered to each youth on a weekly basis. This class offers insight into the harmful effect drugs and/or alcohol has on individuals, as well as their families and surroundings. Direct Care Staff who has drug and alcohol training conducts this class.

Narcotics Anonymous/Alcoholics Anonymous

Narcotics Anonymous and Alcoholics Anonymous meetings are held twice per week. These are voluntary meetings held by sponsors and recovering addicts. The youths who struggle with drugs and/or alcohol are encouraged to attend these meetings. They offer a positive support Our Next Generation Staffed Residential Facility for the youth.

Cultural/Ethnic Services

Our Next Generation Staffed Residential Facility incorporates cultural diversity within the education program.

Residents are also allowed to express their ethnicity through dress, hair, diet and religion, as long as it is appropriate for the setting in which they are placed. Speakers from different ethnic backgrounds are invited to share their culture with the youth. Our Next Generation Staffed Residential Facility will strive to meet the needs of each youth's ethnicity, and look for opportunities to do so whenever possible.



Independent Living Skills

Independent living skills will be incorporated into almost every aspect of the youth's day in the program. Beyond the school day, youth are taught how to maintain proper hygiene skills as well as instruction on how to maintain clean and healthy living quarters. In our food service department, the youth are taught how to prepare and cook foods, along with nutritional education. They also learn how to operate several different pieces of equipment used in the day-to-day food service operation. In our facility, the youths are provided with information to help them properly fill out such things as job applications, resumes, maintaining bank accounts, and budgeting. These are only a few of the areas that are addressed at Our Next Generation Staffed Residential Facility to help youth prepare for everyday living. Living skills are an ongoing educational experience that begins when the youth enters the program and continues through, to the time they leave the program.

Aftercare Services

The objective of Our Next Generation Staffed Residential Facility is to reintegrate the youths into a community life by strengthening relationships with family, friends, employers, and their community and support groups. There will be continuing community contact from the time of admission. In some cases, as the youth comes closer to release, an increase in community contacts and support will occur under decreasing levels of supervision to enhance individual responsibility.

It is the policy of Our Next Generation Staffed Residential Facility that coordination of Aftercare services shall be the responsibility of the Group Leader and should be arranged as part of the case service plan. Group Leaders shall be responsible for modifying, updating, and coordinating Aftercare Plans as the youth progresses through the program.

Referral Process

Our Next Generation Staffed Residential Facility accepts referrals from the Washington State Department of Children, Youth and Families (DCYF). Upon review, some youth are accepted on an evaluative status and/or for emergency placement. Acceptance of these youth is usually in anticipation of a formal placement for short or long term care.

Upon referring a youth, we ask that the DCYF Program Manager contact the facility, to inquire about present and future openings. At that time Our Next Generation will request that the placement desk provide all necessary information, upon which Our Next Generation Executive Director will make a decision in regards to placement. This will include, but will not be limited to, social history, previous court history, psychological evaluations, and other information pertinent to an intake decision. This information will be reviewed by the team, which will consist of the Director, clinical staff along with the program manager.



© 2020 THE MULLEN-POLK FOUNDATION



To the Vancouver City Council and Mark Person Senior Planner—

We are petitioning the city of Vancouver in regard to the notice of application PRJ – 161723/LUP-81220 known as the Mullen-Polk Foundation Residential Facility. Notice was mailed to the neighboring communities on July 29th. We have only received notice in the past few days and believe this is an insufficient amount of time to allow us to digest a significant change to the original proposal. We would respectfully request the decision to be delayed as it our opinion that there is indeed adverse environmental impacts as well as community and safety impacts to current residents in addition to the residential community being proposed. We have not been notified or made aware of any related impact studies of this type of facility that impact us as property owners, residents and concerned citizens. Our concern is not only self-driven but more importantly for the safety and well being of the children and families proposed in this multi-family development.

Name – Charles W. Stewart

Signature – Charles W. Stewart

Email – chuck-n-melanie@comcast.net

Phone – 360-791-0971

To the Vancouver City Council and Mark Person Senior Planner—

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Name – MARK ERNEST/

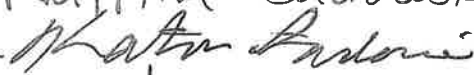
Signature - Mark Ernest

Email – HOOPSTER 31 @ GMAIL.COM

Phone - 360-521-7935

To the Vancouver City Council and Mark Person Senior Planner–

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Name – Katrina Sadowski
Signature – 
Email – spcsadowski@gmail.com
Phone – (503) 267-7069

To the Vancouver City Council and Mark Person Senior Planner—

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Name –

BRENDA CRAWFORD

Signature -

Brenda. M. Crawford

Email –

Brenda Crawford 852@yahoo.com.

Phone -

360.907.0265

To the Vancouver City Council and Mark Person Senior Planner-

We are petitioning the city of Vancouver in regard to the notice of application PRJ - 161723/LUP-81220 known as the Mullen-Polk Foundation Residential Facility. Notice was mailed to the neighboring communities on July 29th. We have only received notice in the past few days and believe this is an insufficient amount of time to allow us to digest a significant change to the original proposal. We would respectfully request the decision to be delayed as it our opinion that there is indeed adverse environmental impacts as well as community and safety impacts to current residents in addition to the residential community being proposed. We have not been notified or made aware of any related impact studies of this type of facility that impact us as property owners, residents and concerned citizens. Our concern is not only self-driven but more importantly for the safety and well being of the children and families proposed in this multi-family development.

Name -

JUDITH PETERSON

Signature -

JUDITH R. PETERSON

Email -

JR.PETERSON71@HOTMAIL.COM

Phone -

To the Vancouver City Council and Mark Person Senior Planner--

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Name -

Signature -

Email -

Phone -

Sylvia Bailey

Sylvia Bailey

SylviaBailey@gmail.com

320 949-8101

To the Vancouver City Council and Mark Person Senior Planner—

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Name - Glenn Feller

Signature - 

Email - leftcalif@outlook.com

Phone - 360 901 6889

To the Vancouver City Council and Mark Person Senior Planner—

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Name – VIRGINIA SPURKLAND
Signature – Virginia Spurkland
Email – justiper42@icloud.com
Phone – 503-505-2866

To the Vancouver City Council and Mark Person Senior Planner—

We are petitioning the city of Vancouver in regard to the notice of application PRJ – 161723/LUP-81220 known as the Mullen-Polk Foundation Residential Facility. Notice was mailed to the neighboring communities on July 29th. We have only received notice in the past few days and believe this is an insufficient amount of time to allow us to digest a significant change to the original proposal. We would respectfully request the decision to be delayed as it our opinion that there is indeed adverse environmental impacts as well as community and safety impacts to current residents in addition to the residential community being proposed. We have not been notified or made aware of any related impact studies of this type of facility that impact us as property owners, residents and concerned citizens. Our concern is not only self-driven but more importantly for the safety and well being of the children and families proposed in this multi-family development.

Name – VICKI VANNEMAN

Signature - 

Email – vav917@icloud.com

Phone – 503.804.4583

To the Vancouver City Council and Mark Person Senior Planner--

We are petitioning the city of Vancouver in regard to the notice of application PRJ - 161723/LUP-81220 known as the Mullen-Polk Foundation Residential Facility. Notice was mailed to the neighboring communities on July 29th. We have only received notice in the past few days and believe this is an insufficient amount of time to allow us to digest a significant change to the original proposal. We would respectfully request the decision to be delayed as it our opinion that there is indeed adverse environmental impacts as well as community and safety impacts to current residents in addition to the residential community being proposed. We have not been notified or made aware of any related impact studies of this type of facility that impact us as property owners, residents and concerned citizens. Our concern is not only self-driven but more importantly for the safety and well being of the children and families proposed in this multi-family development.

Name - *Bobbie Casey*

Signature - *Bobbie Casey*

Email - *bobbie-madsen@yahoo.com*

Phone -

To the Vancouver City Council and Mark Person Senior Planner--

We are petitioning the city of Vancouver in regard to the notice of application PRJ - 161723/LUP-81220 known as the Mullen-Polk Foundation Residential Facility. Notice was mailed to the neighboring communities on July 29th. We have only received notice in the past few days and believe this is an insufficient amount of time to allow us to digest a significant change to the original proposal. We would respectfully request the decision to be delayed as it our opinion that there is indeed adverse environmental impacts as well as community and safety impacts to current residents in addition to the residential community being proposed. We have not been notified or made aware of any related impact studies of this type of facility that impact us as property owners, residents and concerned citizens. Our concern is not only self-driven but more importantly for the safety and well being of the children and families proposed in this multi-family development.

Name -- RON MIGAKI
Signature - 
Email -- RONMIGAKI@msn.com
Phone - 360-521-1995

To the Vancouver City Council and Mark Person Senior Planner—

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Name – Jeff Way
Signature – 
Email – jeff.way@me.com
Phone – 360.936.9421

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Name – FRANCIS E. FANNICK
Signature - Francis E. Fannick
Email – FFANNICK@Q.COM
Phone - 360-693-8425

To the Vancouver City Council and Mark Person Senior Planner—

We are petitioning the city of Vancouver in regard to the notice of application PRJ – 161723/LUP-81220 known as the Mullen-Polk Foundation Residential Facility. Notice was mailed to the neighboring communities on July 29th. We have only received notice in the past few days and believe this is an insufficient amount of time to allow us to digest a significant change to the original proposal. We would respectfully request the decision to be delayed as it our opinion that there is indeed adverse environmental impacts as well as community and safety impacts to current residents in addition to the residential community being proposed. We have not been notified or made aware of any related impact studies of this type of facility that impact us as property owners, residents and concerned citizens. Our concern is not only self-driven but more importantly for the safety and well being of the children and families proposed in this multi-family development.

Name – MICHELE SCOTT

Signature - 

Email – mscott371@comcast.net

Phone - 360-798-6592 (text only)

To the Vancouver City Council and Mark Person Senior Planner--

We are petitioning the city of Vancouver in regard to the notice of application PRJ – 161723/LUP-81220 known as the Mullen-Polk Foundation Residential Facility. Notice was mailed to the neighboring communities on July 29th. We have only received notice in the past few days and believe this is an insufficient amount of time to allow us to digest a significant change to the original proposal. We would respectfully request the decision to be delayed as it our opinion that there is indeed adverse environmental impacts as well as community and safety impacts to current residents in addition to the residential community being proposed. We have not been notified or made aware of any related impact studies of this type of facility that impact us as property owners, residents and concerned citizens. Our concern is not only self-driven but more importantly for the safety and well being of the children and families proposed in this multi-family development.

Name – *Lianna Bronkhorst*
Signature - *Lianna Bronkhorst*
Email – *bronkhorstdm@yahoo.com*
Phone - *360 980 7629*

To the Vancouver City Council and Mark Person Senior Planner—

We are petitioning the city of Vancouver in regard to the notice of application PRJ – 161723/LUP-81220 known as the Mullen-Polk Foundation Residential Facility. Notice was mailed to the neighboring communities on July 29th. We have only received notice in the past few days and believe this is an insufficient amount of time to allow us to digest a significant change to the original proposal. We would respectfully request the decision to be delayed as it our opinion that there is indeed adverse environmental impacts as well as community and safety impacts to current residents in addition to the residential community being proposed. We have not been notified or made aware of any related impact studies of this type of facility that impact us as property owners, residents and concerned citizens. Our concern is not only self-driven but more importantly for the safety and well being of the children and families proposed in this multi-family development.

Name – Chris Geddie
Signature – 
Email – geddiech@gmail.com
Phone – 360-503-8578

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Name – Samuel Roeca
Signature – 
Email – sroeca12@gmail.com
Phone – 808-226-7786

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Name – *Richard G. Malin*

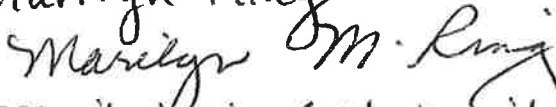
Signature – *R. G. Malin*

Email – *MALIN 54 @ COMCAST. NET*

Phone – *360-737-8502*

To the Vancouver City Council and Mark Person Senior Planner—

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Name – Marilyn Ring
Signature - 
Email – MarilynRing1@hotmail.com
Phone - 503-309-7066

To the Vancouver City Council and Mark Person Senior Planner--

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Name - Erika Arnold
Signature - Erika Arnold
Email - eka.05@comcast.net
Phone - 360-723-8870

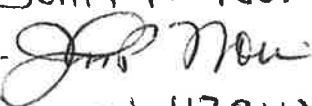
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Name - Charlita Lakes, Jeffrey Leines
Signature - *Charlita Lakes*, *Jeffrey Leines*
Email - *Charlita Jones 5@gmail.com*
Phone - 360 334 5393

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Name – John P. Norris
Signature – 
Email – jpnorris42@yahoo.com
Phone – 503-869-6473

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Name – RONALD MANZITTI
Signature – *Ronald Manzitti*
Email – AJMANZITTI@GMAIL.COM
Phone – (586) 419-3792

MARY MANZITTI
Mary P Manzitti
marymanzitti@hotmail.com
586-419-3791

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Name – Paul Giontini
Signature - 
Email – Paul.giontini@yahoo.com
Phone - 360-772-0118

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Name – Geoffrey W. Pleat
Signature – 
Email – gpleat@hotmail.com
Phone – 206 849 5839

Peter Bracchi talking notes for City council 8/9/21

We need a layer approach to find land that is OPEN to Camp on along Burnt Bridge Creek
Maps and info from City of Vancouver Comprehensive Plan

Initial Considerations

Table 4-1. Vancouver area waters not meeting state water quality standards

Water body	Washington DOE parameters listed
Burnt Bridge Creek	Fecal coliform, temperature exceedance, pH, dissolved oxygen
Vancouver Lake	Fecal coliform, total phosphorus (water); PCB, Toxaphene, TCDD, Dieldrin (fish tissue)
Columbia River (WRIA 27/28)	Fecal coliform, temperature, dissolved oxygen, dieldrin (fish tissue and water), PCB (fish tissue and sediment), dioxin (fish tissue and water)
Salmon Creek	Fecal coliform, temperature, dissolved oxygen, pH (water)
Peterson Ditch	Temperature, fecal coliform
Kleinline Pond	Invasive Exotic Species (water)

Any available area may need a SEPA process applied

Clark County settlement from \$3 Million Dollars

December 18, 2013

VICTORY! Clark County Agrees to Improve Salmon Habitat and Comply with Stormwater Pollution Laws

Columbia Riverkeeper and partners celebrate a major victory in a long running effort to protect critical salmon habitat. On December 18, 2013, Clark County Commissioners voted to improve salmon habitat and reduce dirty stormwater pollution as part of a binding settlement agreement with neighborhood and conservation groups.



Photo by Oregon Department of Wildlife.

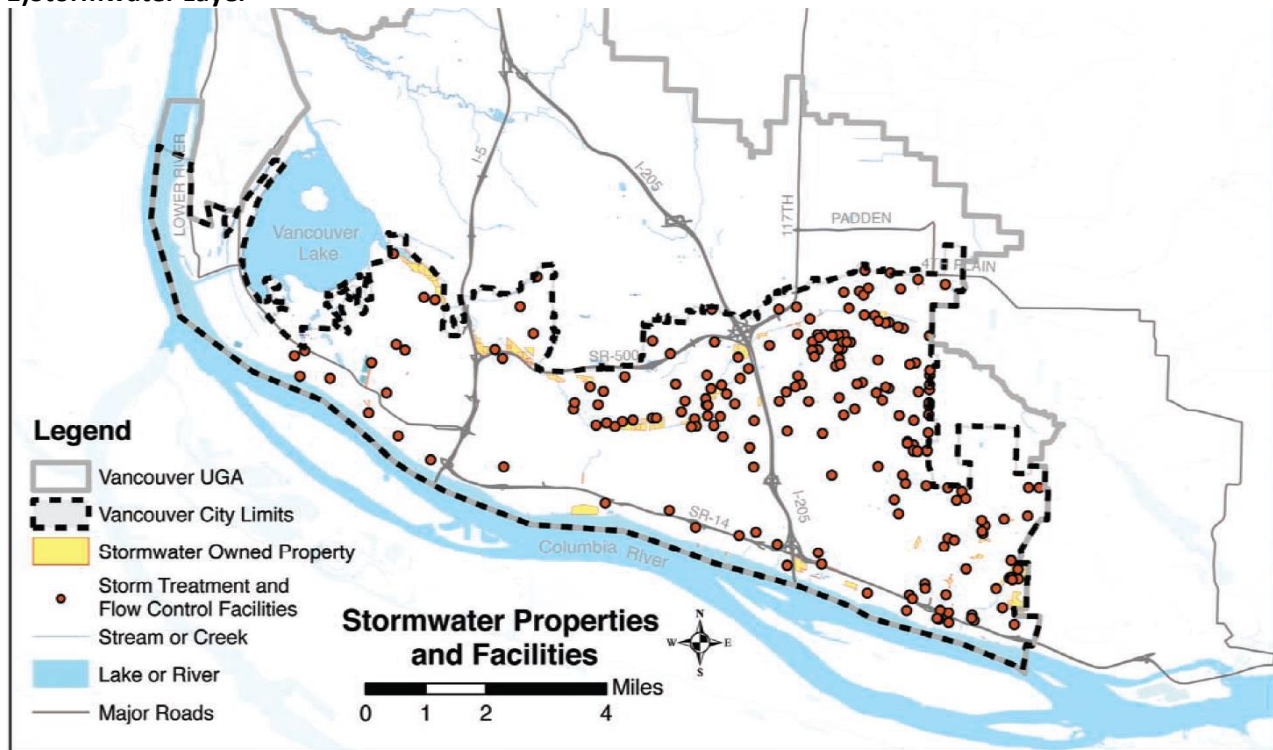
Columbia Riverkeeper, the [Rosemere Neighborhood Association](#), and the [Northwest Environmental Defense Center](#) challenged Clark County's violation of laws designed to protect salmon and reduce pollution. After the County lost several rounds of litigation, the County has agreed to take steps to correct the problem. [See press release.](#)

"This agreement means cleaner water and more salmon for the region as a whole," stated Brett VandenHeuvel, Executive Director of Columbia Riverkeeper. "The County will now act to reduce polluted stormwater and invest in protecting salmon. It's a win-win."

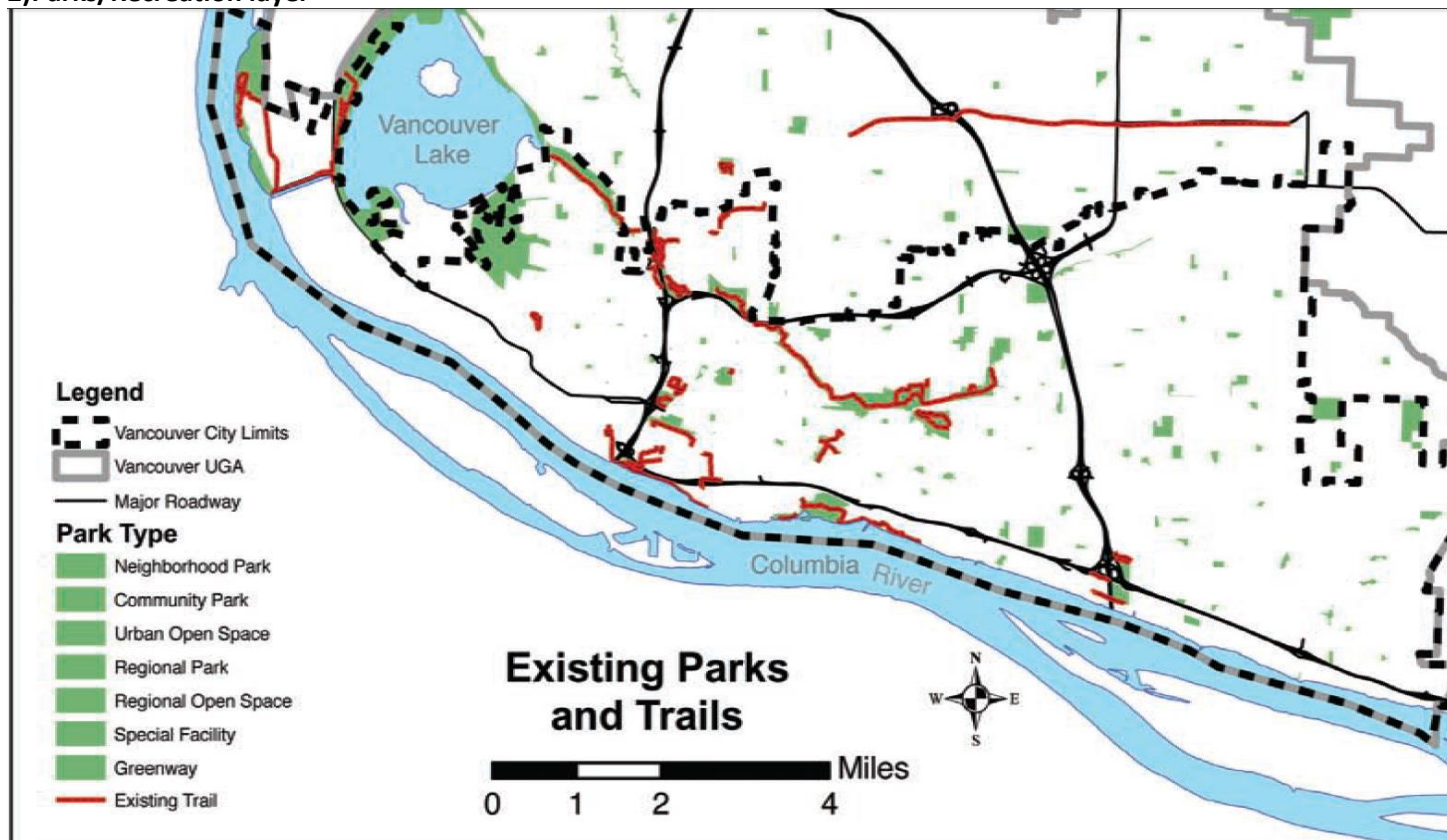
Among other things, Clark County agreed to:

- comply with the Clean Water Act
- provide \$3 million in funding to an independent third party, the Lower Columbia Fish Recovery Board, that will oversee projects to protect and restore Clark County rivers and streams harmed by stormwater pollution.

1) Stormwater Layer

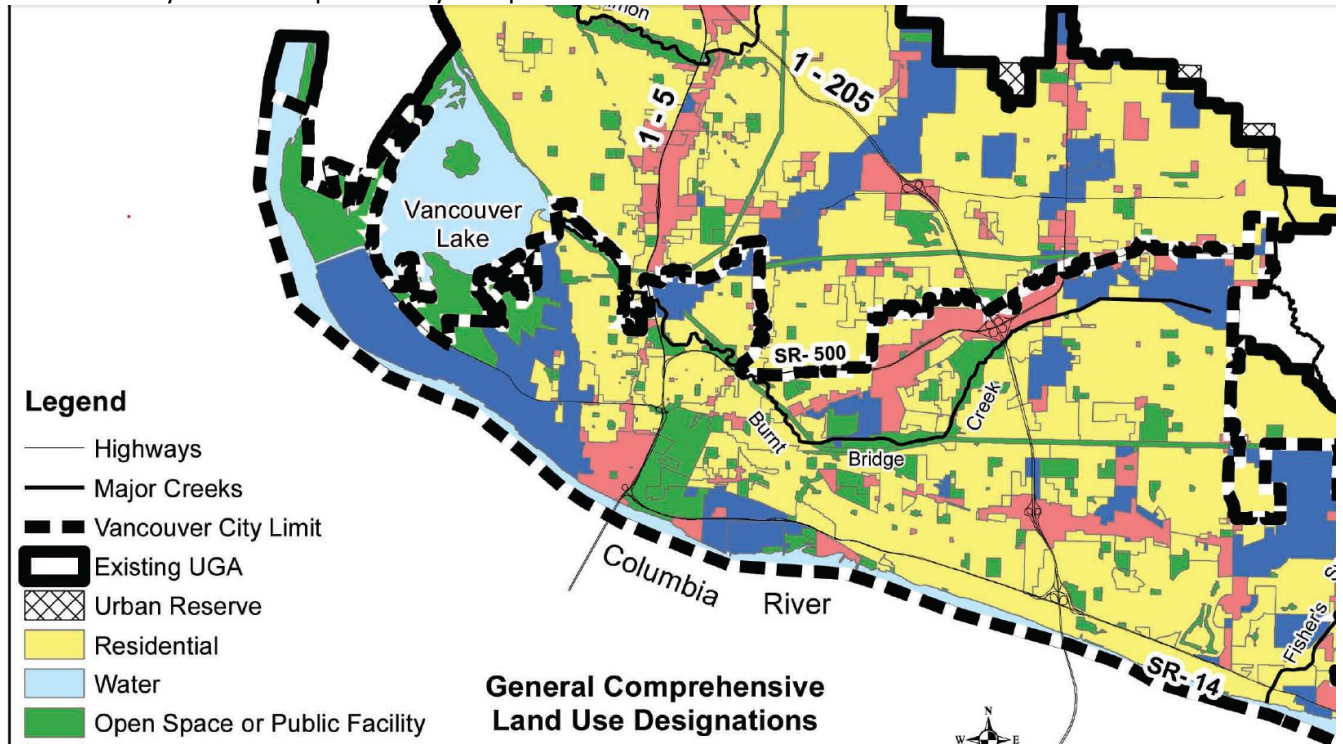


2) Parks/Recreation layer



3) VMC 1504 Park Code Protection layer

"Park" means and includes all city owned or operated public parks, open spaces, public squares, golf courses, bathing beaches, trails, play and recreation grounds, athletic field or facility, city-owned or operated community center, skate park, shelter, and restrooms or parking lots associated with any park within the city limits." Map from City Comprehensive Plan: 1504



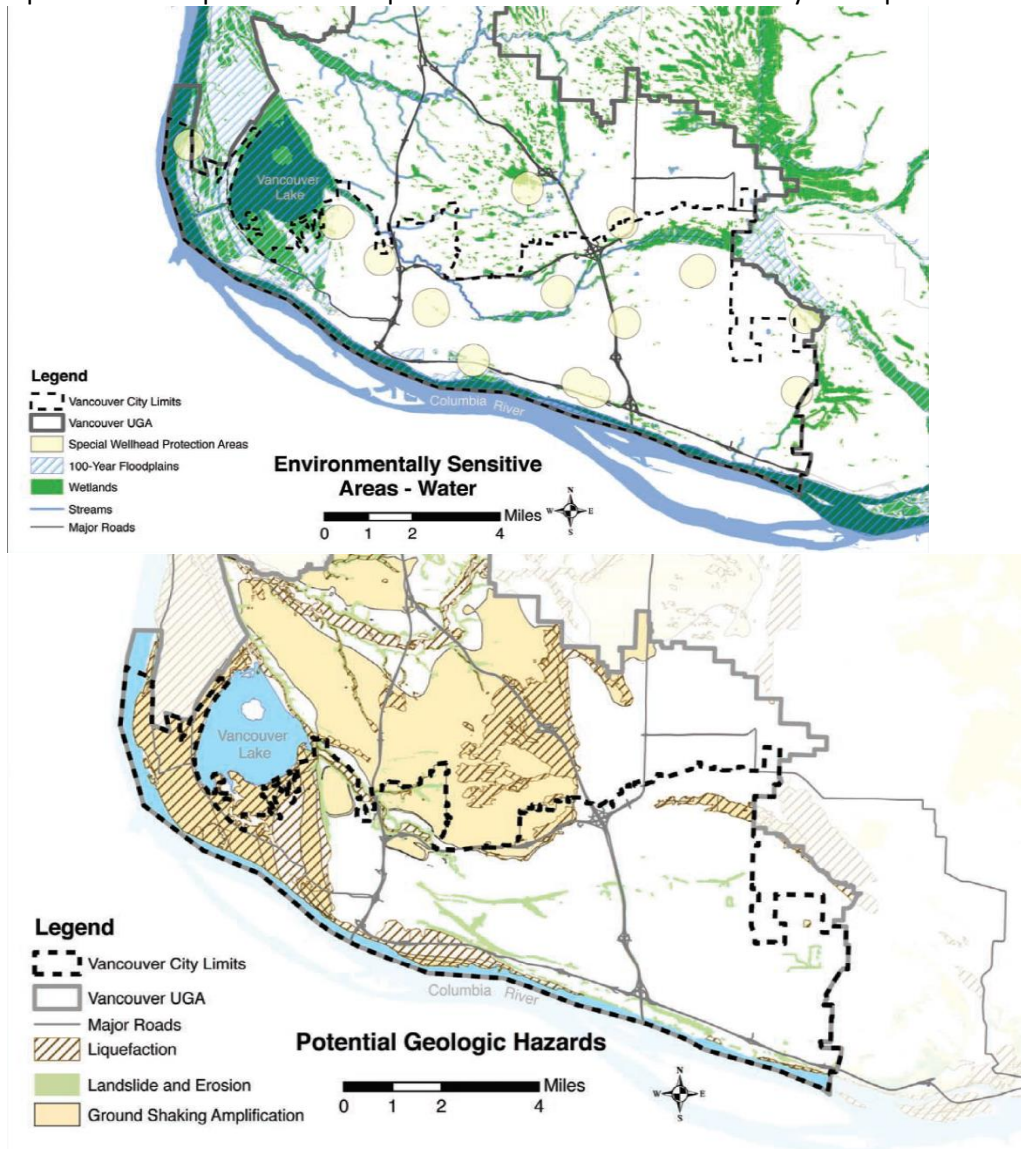
4 VMC Chapter 20.740 CRITICAL AREAS PROTECTION

As mandated by the Growth Management Act (GMA) (RCW 36.70A), this Code provides protection for the critical areas of
wetlands,
fish and wildlife habitat
conservation areas,
geologically hazardous areas
frequently flooded areas.

Activity shall result in no net loss of functions and values in the critical areas.

Since values are difficult to measure no net loss of functions and values means no net loss of functions

Option for Exemptions from Requirement to Obtain Permit the city could pursue.



From: [City of Vancouver - Office of the City Manager](#)
To: [Delapena, Amanda](#)
Subject: FW: Don Steinke's public forum city Council comment for Aug 9
Date: Monday, August 9, 2021 12:38:23 PM
Attachments: [image003.png](#)

Testimony for council tonight

Kerry Peck | Administrative Assistant



CITY OF VANCOUVER, WASHINGTON

City Manager's Office/Administrative Assistant

P: (360) 487-8616

www.cityofvancouver.us | www.cityofvancouver.us/socialmedia



[LEARN ABOUT VANCOUVER'S COVID-19 RESPONSE HERE](#)

From: Don Steinke <crvancouverusa@gmail.com>
Sent: Monday, August 9, 2021 11:43 AM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Cc: Cathryn Chudy <chudyca@gmail.com>
Subject: Don Steinke's public forum city Council comment for Aug 9

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello, my name is Don Steinke.

My colleagues and I really appreciate the sense of urgency that you have expressed regarding emissions reduction. I had forgotten about it until yesterday when the Columbian wrote about it.

A friend has suggested that the City doesn't need to do anything about Climate Change because recent legislation will handle it. I disagree for several reasons:

The main thing The Climate Commitment Act does is to provide funding, about \$350 million per year for multimodal transportation, and \$200 million for other stuff.

Ecology began rulemaking on Friday and says the Climate Commitment Act will take effect in 2023. But there are things that you can do to make the transition to clean energy less expensive in Vancouver.

First is to stop permitting financial barriers to clean energy.

Pavement that is poured in a new parking lot without conduit for EV plugs under the pavement becomes a financial barrier to EVs.

New roofs that are not solar ready, become financial barriers to solar.

Sheet rock that is installed before wires are in place for electric heat-pump boilers and water heaters becomes a financial barrier to clean energy.

Pavement that is poured in parking lots without pipes installed in trenches for ground source heat-pumps becomes a financial barrier.

Road widening projects become financial barriers to emissions reduction because if we make the roads wider, then transit will be less viable.

That applies in East Vancouver and on the I-5 Bridge Replacement.

Second is to stop making the problem worse. We make the problem worse when we permit developments to install fossil fuel heating systems instead of all electric heat pumps. We make the problem worse when we invest in new equipment that requires the burning of fossil fuels.

Third is to maximize efficiency. Assign staff to look for energy conservation opportunities.

The Marshall Center and the Libraries waste energy as do Private Commercial Properties. Clark PUD just switched from trucks getting 15 mpg to Ford Escape hybrids which get 40 mpg. The Escape is an SUV, not a pickup. Not sure why they need an SUV.

Fourth is to electrify everything if possible. When water heaters and furnaces get old, replace them with heat-pump systems. Our climate is ideal for air-source heat pumps, and ground-source heat pumps are even better.

Fifth is to plant trees, particularly in heat islands. Recent legislation allows Clark PUD to fund tree planting and to classify the spending as an energy conservation project. Thanks for the opportunity to speak remotely. End of oral comments.

Page 2, More:

The Clean Fuel Program also passed the legislature but was appealed to the State Supreme Court over the Governors vetoes of passages related to transportation funding. If Congress includes funding for the I-5 bridge replacement in its infrastructure package,, then maybe that issue is moot.

Department of Ecology News Release – Updated, Aug. 6, 2021

The Washington Department of Ecology launched its efforts to develop the program and regulations needed to implement the Climate Commitment Act, a new law designed to reduce greenhouse gases from the state's largest sources.

The Climate Commitment Act creates a “cap and invest” program, which sets a statewide cap on greenhouse gas emissions and then auctions or allocates emissions allowances to fuel suppliers, industrial sources, electricity generators and other large sources of emissions. Over time, the cap shrinks, pushing emitters to find ways to increase efficiency, improve processes, switch to non-emitting technologies, or support programs that reduce or capture carbon emissions. The law requires the new program to be in place by 2023.

The “invest” part of the program refers to proceeds from the auction of emissions allowances, which will support climate resiliency programs, such as flood mitigation, securing water supplies, and clean energy projects.

Washington is only the second state to pass an economy-wide carbon cap program, after California, but this approach to tackling greenhouse gases is used around the

world. Thirty nations participate in the European Union emissions trading program, which has operated since 2005; and China started its own nationwide emissions cap and trade program earlier this year.

“This is a proven approach to cutting the greenhouse gas emissions that drive climate change,” said Laura Watson, Ecology’s director.

The Climate Commitment Act has a number of features designed to protect and invest in communities that bear a disproportionate burden from pollution today, or that are at elevated risk from the effects of climate change. That includes dedicating at least 35% of investments made under the Climate Commitment Act toward these overburdened communities, and establishing a new air quality monitoring program in these areas.

Developing the Climate Commitment Act program

Ecology is conducting three related rulemakings to develop different aspects of the Climate Commitment Act program:

- [Cap-and-invest program rules](#) – This regulation sets up the structure for the emissions allowance auctions, allocating other allowances, and related requirements.
- [Criteria for emissions-intensive, trade-exposed industries](#) – The Climate Commitment Act has special rules for emissions-intensive industries like pulp and paper mills and refineries, providing incentives to invest in emissions reductions while also ensuring that these businesses can continue to operate in Washington. In this rulemaking,
- [Reporting emission of greenhouse gases](#) – This rulemaking will update Washington’s existing greenhouse gas reporting program to align it with the requirements of the Climate Commitment Act.

As it develops this new program, Ecology will be seeking public input on the program’s design and operations. There will be both informal public workshops where people can learn more about the design of the program and formal hearings where the public can provide input on the proposed structure. Ecology will announce details on those meetings in the coming months.

To: Vancouver City Council and Staff

Re: Community Forum Public Comment/August 9, 2021/Cathryn Chudy

As we head into another stretch of extreme heat later this week, and experience the starkly troubling evidence of drought that surrounds us, there is no surprise in the flagship U.N. science report released today, that, as one analysis states: "...showed no one is safe from the accelerating effects of climate change and there is an urgent need to prepare and protect people as extreme weather and rising seas hit harder than predicted."

A front page article in the Columbian yesterday highlights the work that is finally under way here in Vancouver to develop a plan to "reduce carbon emissions and combat climate change." The urgency driving you as our elected representatives to determine that pursuing the "least aggressive" option is not good enough shows us that you are taking seriously this "urgent need to prepare and protect" our city and community from what feels to many of us like a runaway train.

Greta Thunberg, the teenager who has been sounding the alarm and relentlessly challenging adult decision makers while rallying young people to mobilize, had this to say about the report: "The new IPCC report contains no real surprises. It confirms what we already know from thousands of previous studies and reports — that we are in an emergency. ... It is up to us to be brave and take decisions based on the scientific evidence provided in these reports. We can still avoid the worst consequences, but not if we continue like today, and not without treating the crisis like a crisis."

Our young people know that "treating a crisis like a crisis" requires much more than "business as usual" thinking, and calls for a decisive response that takes us well beyond our accustomed comfort zone with its usual, cautious modes of tackling problems. We can spend time wondering about what is "achievable within some realistic assumptions," as City Manager Eric Holmes does, but in a crisis, unless we set our sights clearly on the distance we need to travel and act now to begin getting there, we consign our city, our community, and most assuredly the future of our young people to the worst rather than possibly the best outcome that can be achieved on their behalf.

It is with "crisis" in mind that I appreciate our City Council for its clear directive to "aim high" and not settle for the least Vancouver can do in aggressively addressing the climate crisis we are in. We know that other Pacific Northwest cities, including Portland and Seattle, are now actively working to adjust their original goals and targets for reducing emissions, as well as the specific actions they are undertaking, in light of the worsening conditions we know are driven by our continued reliance on fossil fuels while allowing unconditional economic development to dictate terms that undermine the actions we need to take in order to have a safe, healthy and sustainable future. I urge you to stay the course you are on that undertakes interim action steps while constructing an ambitious plan that shows us Vancouver is a city whose elected representatives listen and act accordingly to lead the way in ensuring the safest, healthiest and most resilient future for all of us.

From: [Nancy Helget](#)
To: [City of Vancouver - Office of the City Manager](#)
Subject: Climate Action Plan
Date: Monday, August 9, 2021 10:59:28 AM

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mayor and Councilors,

I live in Vancouver. I applaud and strongly support your efforts to deal with climate issues. I'm proud to live in a city that takes climate issues seriously and is willing to take bold action to address climate change. My comments relate to the urgency of the problem and the need to move forward quickly to mitigate GHG emissions.

The United Nation's Intergovernmental Panel on Climate Change today released its 2021 Climate Report. The report describes the extent of climate change. Climate change is "widespread, rapid, and intensifying". The recent changes across the climate system are "unprecedented". The changes affect every corner of our planet. UN IPCC 2021 Report, Summary for Policy Makers.

The UN Climate Report addresses the role of GHG emissions and concludes increases in GHG concentrations are "unequivocally caused by human activities." We all must take actions to reduce our own GHG emissions. As city councilors, you can have a greater effect. You can determine how Vancouver meets the challenge of immediately reducing GHG emissions in the city.

There's no question we're seeing the effects of climate change. We've had unprecedented high temperatures and unprecedented fires. We don't really need yet another report to make us realize we have to act. But this report explains the need is for immediate and bold action.

The UN IPCC says we can still limit temperature rise to the 1.5C threshold, but only with immediate large-scale action. Please move forward quickly with a bold climate plan.

Thank you for reading these comments.

Nancy Helget
5121 NW Franklin St.
Vancouver, WA

Sent from [Mail](#) for Windows 10

Visit Vancouver USA Update



September 13, 2021
City Council Workshop

Teresa Brum, Economic Development Division Manager
Cliff Myers, President & CEO, Visit Vancouver USA



Presentation Overview

- Staff Overview
- Visit Vancouver USA Presentation
- Questions and Discussion

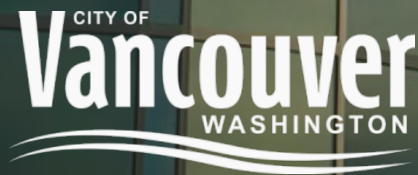


Staff Update

- City of Vancouver contracts with Visit Vancouver USA for visitor services
- Funding source is Lodging Tax
- Lodging Tax purpose is “to invest in facilities, events and activities that increase overnight and day-visitors to the City of Vancouver and result in increased tourism-related revenues”
- Visit Vancouver contract with City expires 12/31/2021
- Today’s presentation is an update on the State of Tourism in Vancouver

Questions and Discussion

VANCOUVER
CITY HALL



Teresa Brum, Ec. Dev. Division Manager
360-487-7949 teresa.brum@cityofvancouver.us

Cliff Myers, President & CEO, Visit Vancouver USA
360-750-1553 cmyers@visitvancouver.usa.com

STATE OF TOURISM AND THE LOCAL VISITOR ECONOMY

Cliff Myers, President & CEO
Visit Vancouver USA

STATE OF TOURISM AND THE LOCAL VISITOR ECONOMY

AGENDA

1. Introductions/Overview
2. Destination Marketing & Visit Vancouver USA
3. Our Local Visitor Economy & the Effects of the Pandemic
4. What's Next?
5. Questions

- As the official destination marketing organization for Vancouver & Clark County, **Visit Vancouver's mission is to increase visitor spending** through competitively marketing the area as a destination for meetings, conventions, sporting events, group tours, and leisure travelers.

- In short, **our job is to influence demand** by leveraging the power of destination sales & marketing.



DESTINATION VIDEO



[Link to YouTube video](#)

VISIT VANCOUVER FUNDING

CURRENT

- **Lodging Tax:** 15% of 4% tax on stays of less than 30 days; approx. 50% for Conv Center debt service, remaining 35% for LTAC and similar
- **Tourism Promotion Area:** \$2/room/night (since 1998)
- **Private:** online advertising sales

	Pre COVID	Current
Public Funding (of 4% lodging tax)	15% = \$.390	15% = \$.234
Self-Assessed Fees (TPA per room)	\$2 = \$1.26	\$2 = \$.850
Private Funding	<u>\$0.02</u>	<u>\$0.02</u>
TOTAL	\$1.67	\$1.10

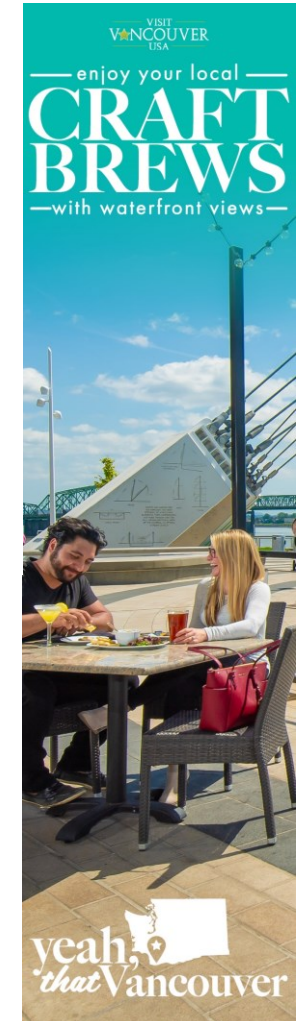
DESTINATION MARKETING & VISIT VANCOUVER

VISIT VANCOUVER USA



MARKETING & COMMUNICATIONS

2019



GROUP SALES

	<u>Leads</u> <u>Distributed</u>	<u>Definites</u> <u>Booked</u>	<u>Future</u> <u>Room</u> <u>Nights</u>
<u>2019</u>	218	104	29,366

MARKETING & COMMUNICATIONS

2020

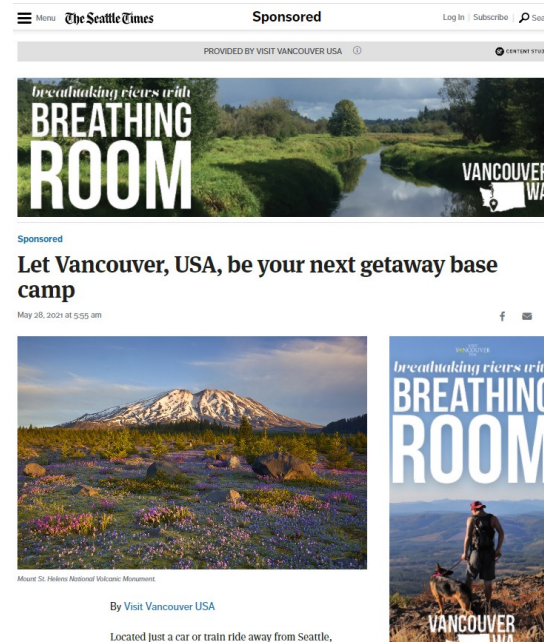
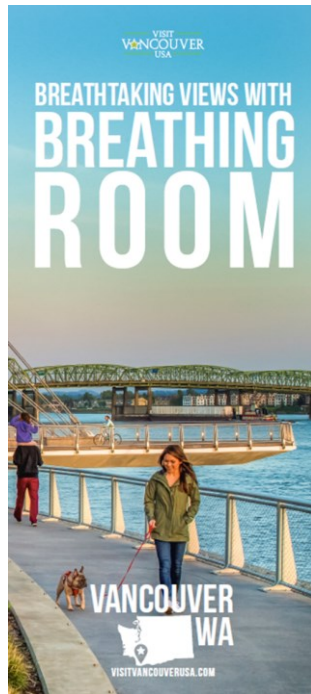


GROUP SALES

	<u>Leads</u> <u>Distributed</u>	<u>Definites</u> <u>Booked</u>	<u>Future</u> <u>Room</u> <u>Nights</u>
<u>2020*</u>	86	23	12,390
	*Includes 52 group cancellations		

MARKETING & COMMUNICATIONS

2021



GROUP SALES

	<u>Leads</u> <u>Distributed</u>	<u>Definites</u> <u>Booked</u>	<u>Future</u> <u>Room</u> <u>Nights</u>
<u>2021 YTD*</u>	64	27	11,945
*Includes 22 group cancellations			

KEY PERFORMANCE METRICS

GROUP ROOM NIGHTS

- Future booking commitments & actualized pick up reports

SPORTS EVENTS

- Future booking commitments & actualized pick up reports

CLARK COUNTY HOTEL PERFORMANCE

- Weekly/Monthly hotel data (occupancy/ADR/RevPAR) provided by STR

OVERALL ECONOMIC IMPACT

- Tourism Economics data provided by WTA

DATA ANALYTICS RESEARCH & DEVICE TRACKING

- Datafy (previously See Source)

WHAT'S THE IMPACT OF OUR WORK?

Since 2005, Visit Vancouver USA has invested more than **\$16 million** in sales and marketing programs designed to expand the local visitor economy.

During that same time period, we've helped directly book more than **244,000 room nights**.

Prior to the pandemic, tourism annually supported **\$554 million** in spending and **4,723 jobs**.

A WORTHY DESTINATION

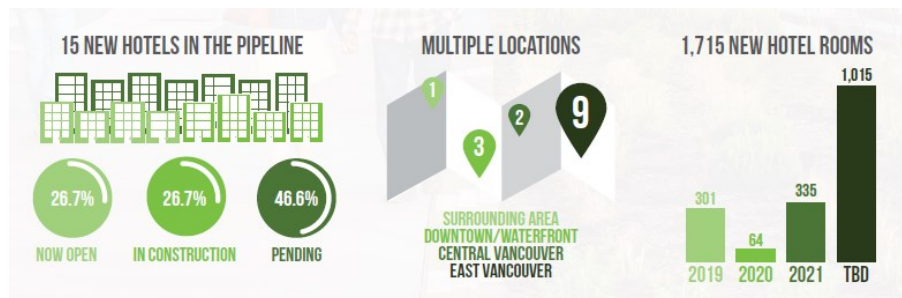
It's no secret Clark County is booming.

In the tourism sector, what is still somewhat underappreciated is the fact that Vancouver & Clark County have emerged as a fantastic destination worth visiting.



A WORTHY DESTINATION

There are now **38 HOTELS & OVER 3,000 HOTEL ROOMS** in the local market. There are at least three **more hotels currently under construction** and even more in different stages of development. **Indeed, supply is not the issue here!**



There are **668 FANTASTIC RESTAURANTS** operating throughout Vancouver & Clark County, attracting renowned chefs & food travelers.



2019

TOURISM IMPACT

Tourism provides strong benefits to our local economy and creates positive effects that ripple throughout the entire business community.



In 2019, visitors to Clark County generated a total economic impact of **\$554.8 million**

Tax revenue collected from Clark County visitors in 2019 totaled **\$65.8 million** in state & local taxes



Clark County tourism created **\$142 million** in job earnings

CLARK COUNTY TOURISM IN 2019

Diverse set of visitors

- Business travelers
- Leisure visitors
- Convention attendees
- Sports participants

69.6% annual average hotel occupancy

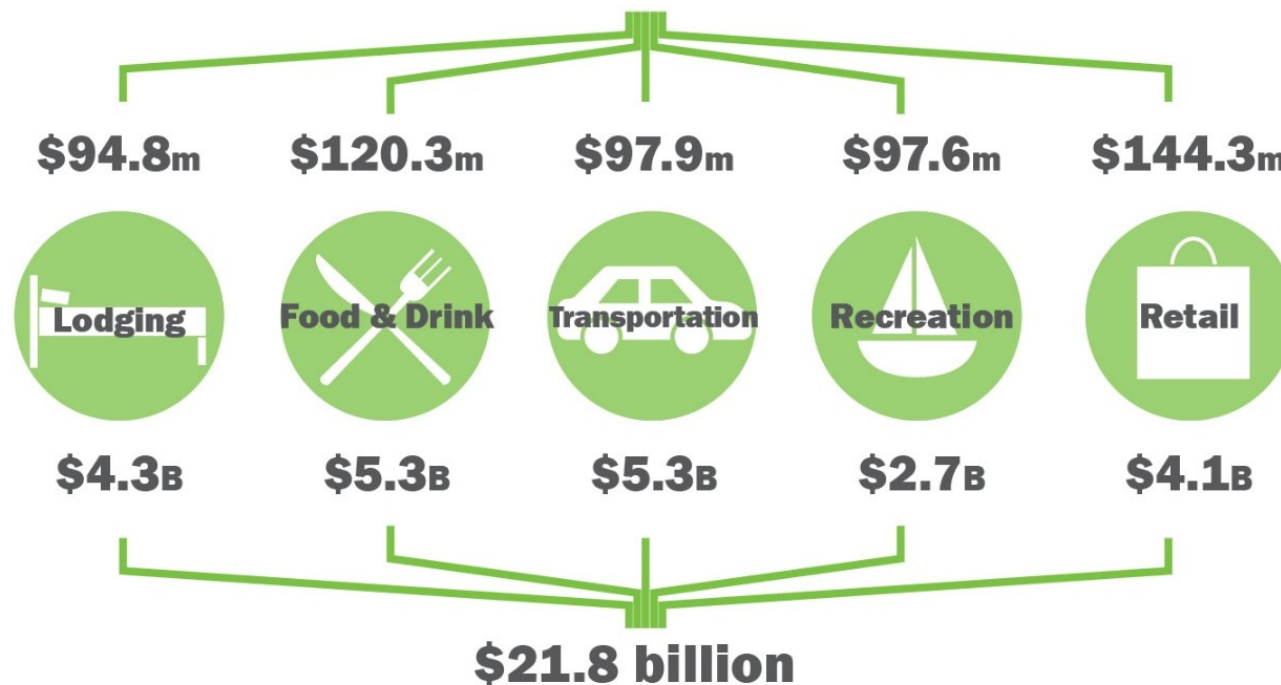
4.61 million visitors
(includes day visitors)

29,366 future group room
nights booked

2019

CLARK COUNTY VISITORS CONTRIBUTE

Clark County 2019 Destination Spending by Commodity
\$554.8 million



Washington State 2019 Destination Spending by Commodity

Source: Tourism Economics

SLEEP

EAT

MOVE

ENJOY

SHOP

2020

CLARK COUNTY

VISITATION (000's)

Commercial Lodging	637 (18.4%)
Visiting Friends & Relatives	543 (15.6%)
Day Visitors	<u>2,291</u> (66.0%)
TOTAL	3,471

SPENDING (\$M)

Commercial Lodging	\$184.0
Visiting Friends & Relatives	\$ 83.2
Day Visitors	<u>\$127.7</u>
TOTAL	\$394.9
State & Local Taxes	\$64.7M

Source: Tourism Economics / Washington Tourism Alliance

2020

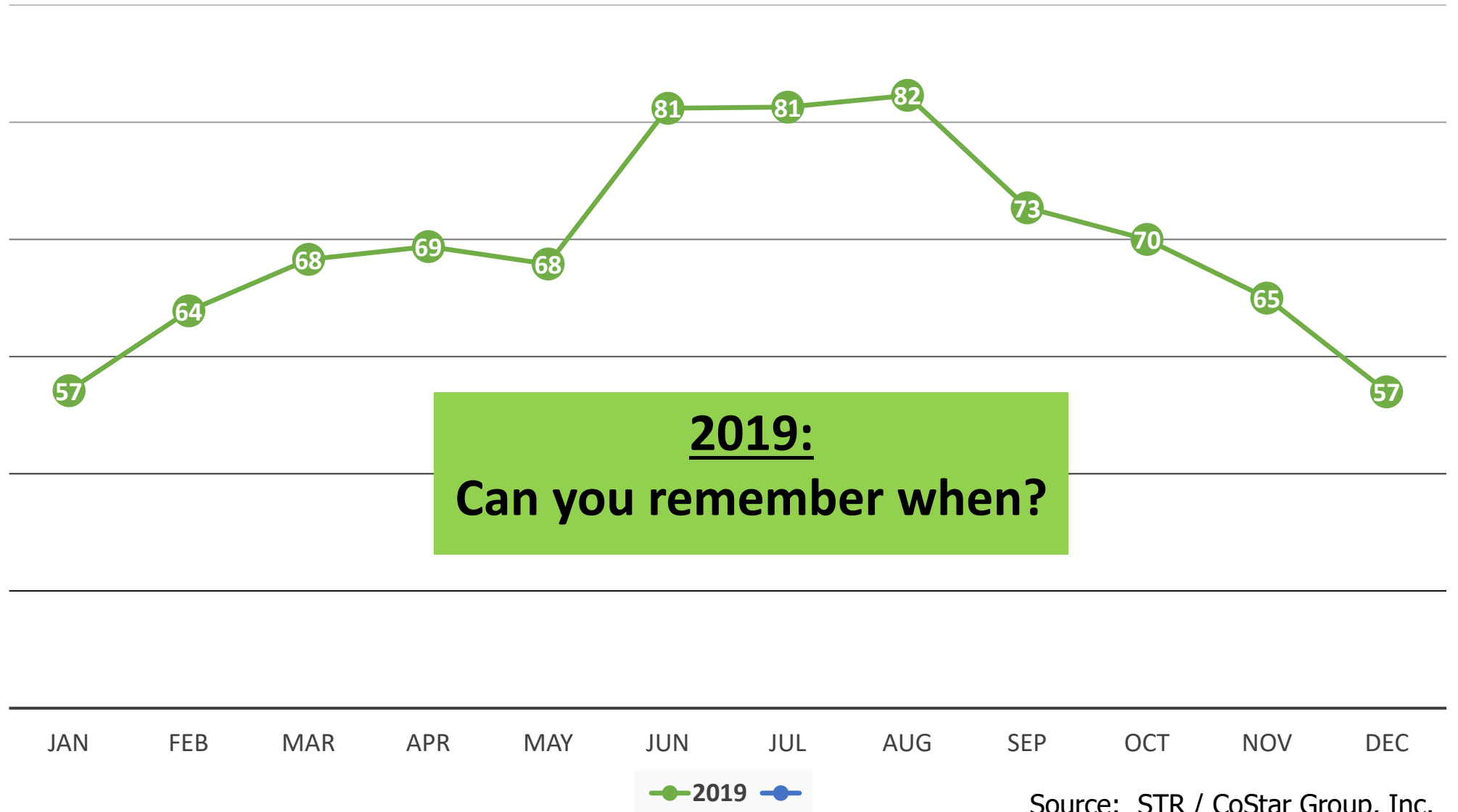
PER VISITOR SPENDING

Commercial Lodging	\$288.85
Visiting Friends & Relatives	\$153.22
Day Visitors	\$ 55.74

Source: Tourism Economics / Washington Tourism Alliance

EFFECTS OF THE PANDEMIC

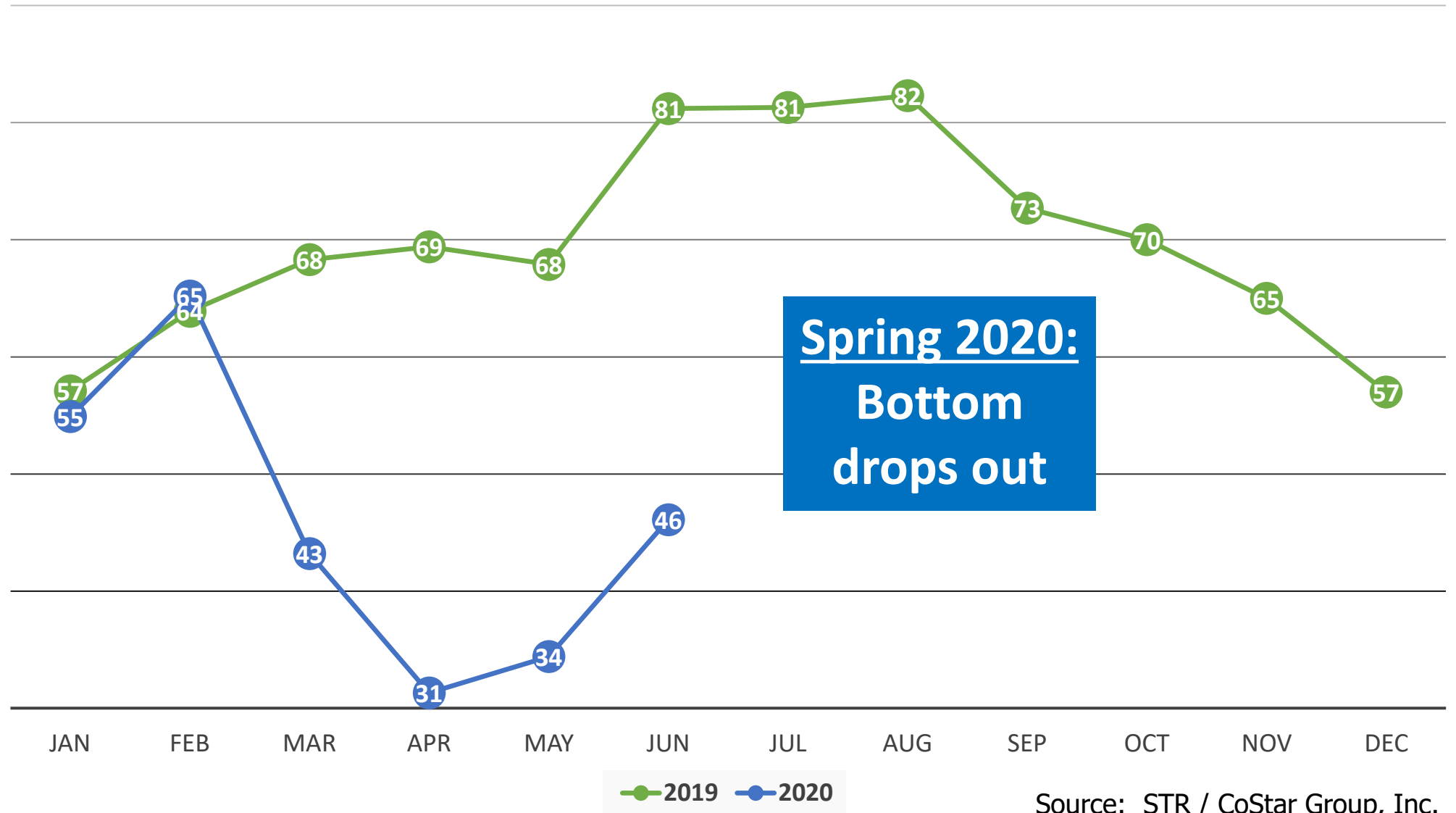
MONTHLY CLARK COUNTY HOTEL OCCUPANCY 2019



Source: STR / CoStar Group, Inc.

EFFECTS OF THE PANDEMIC

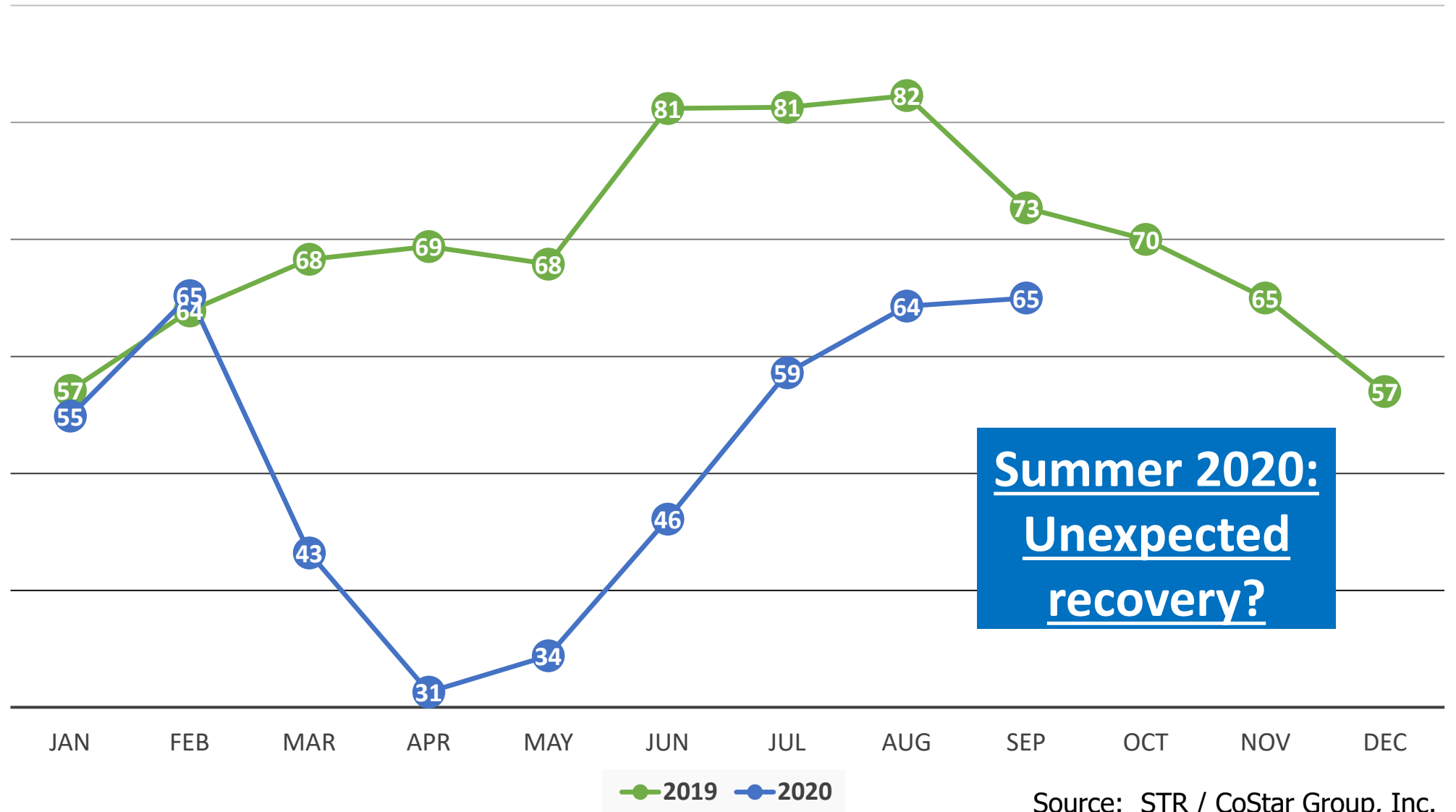
MONTHLY CLARK COUNTY HOTEL OCCUPANCY 2019-2020



Source: STR / CoStar Group, Inc.

EFFECTS OF THE PANDEMIC

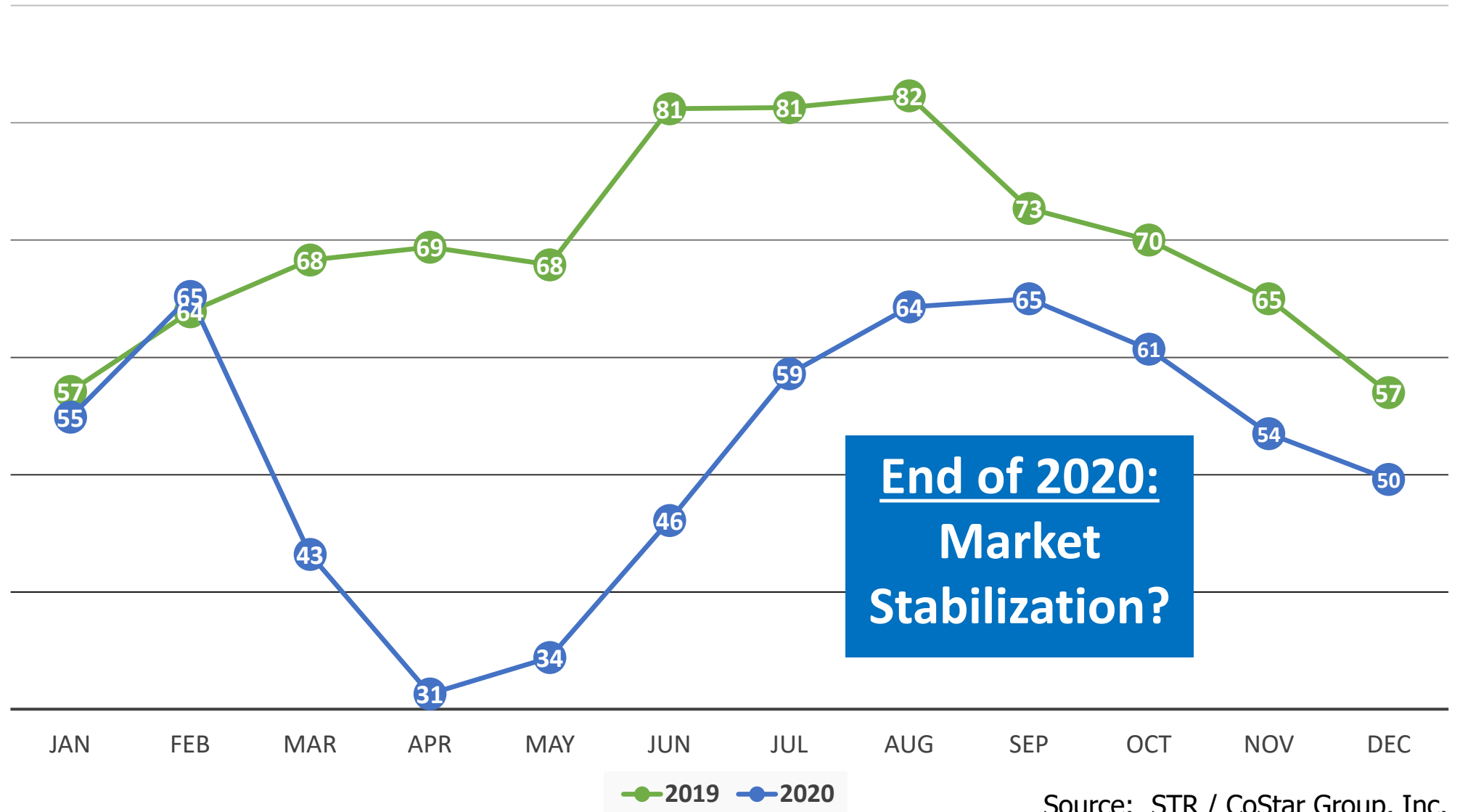
MONTHLY CLARK COUNTY HOTEL OCCUPANCY 2019-2020



Source: STR / CoStar Group, Inc.

EFFECTS OF THE PANDEMIC

MONTHLY CLARK COUNTY HOTEL OCCUPANCY 2019-2020



Source: STR / CoStar Group, Inc.

2020 vs. 2019

Clark County Hotel Performance (STR)

	<u>2020</u>	<u>2019</u>	<u>% Difference</u>
Occupancy %	52.2	69.7	-25.1%
ADR (\$)	90.63	113.2	-19.9%
RevPAR (\$)	47.34	78.84	-40.0%
Room Revenue			-39.8%
Rooms Sold			-24.9%

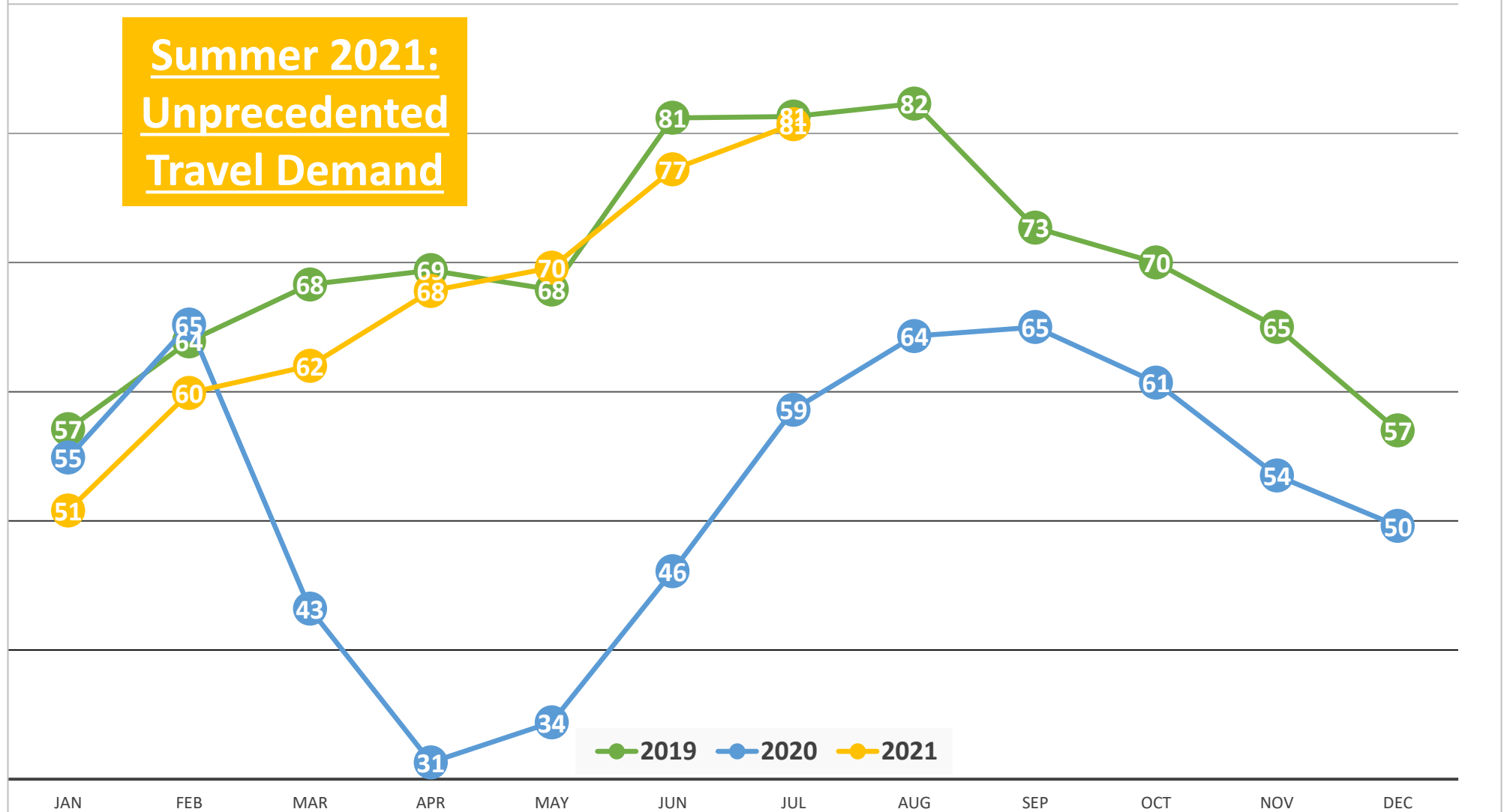
2020 vs. 2019

<u>Clark County Visitor Economy (Tourism Economics / WTA)</u>			
	<u>2020</u>	<u>2019</u>	<u>% Difference</u>
Total Visitors (millions)	3.43	4.61	-25.6%
Total Visitor Spending (\$millions)	\$374.9	\$554.8	-32.4%
Total Visitor Generated Taxes (\$millions)	\$45.3	\$65.8	-31.2%

EFFECTS OF THE PANDEMIC

MONTHLY CLARK COUNTY HOTEL OCCUPANCY 2019-2020-2021

Summer 2021:
Unprecedented
Travel Demand



Source: STR / CoStar Group, Inc.

ALIGNED INDUSTRY ADVOCACY



WHAT'S NEXT?

BRAND REFRESH

VISIT
VANCOUVER
WASHINGTON • THE ORIGINAL

VISIT
VANCOUVER
Washington
EST. 1857

VISIT
VANCOUVER
WASHINGTON

VISIT
VANCOUVER
WASHINGTON
EST. 1857

#1

VISIT
VANCOUVER
WASHINGTON

1	2	3
29	7	10
46 TOTAL VOTES		

#2

VISIT
VANCOUVER
WASHINGTON

1	2	3
22	16	6
44 TOTAL VOTES		

#6

VISIT
VANCOUVER
WASHINGTON • THE ORIGINAL

1	2	3
6	4	2
12 TOTAL VOTES		

#4

VISIT
VANCOUVER
WASHINGTON

1	2	3
6	9	8
23 TOTAL VOTES		

#3

VISIT
VANCOUVER
WASHINGTON

1	2	3
13	15	1
29 TOTAL VOTES		

#5

VISIT
VANCOUVER
WASHINGTON • THE ORIGINAL

1	2	3
5	7	8
20 TOTAL VOTES		



INCREASED INVESTMENT FOR DESTINATION MARKETING

**Regional
DMO
Funding
(pre-COVID)**

PORTLAND	\$27,469,155
SEATTLE	\$23,990,698
SPOKANE	\$5,098,617
SALEM	\$4,411,793
BEAVERTON	\$3,778,000
BEND	\$3,315,270
EUGENE	\$2,934,497
YAKIMA	\$2,842,601
TACOMA	\$2,607,816
TRI-CITIES	\$2,486,509
LINCOLN CITY	\$2,065,055
<u>VISIT VANCOUVER</u>	<u>\$1,670,291</u>

INCREASED INVESTMENT FOR DESTINATION MARKETING (\$MIL)

	Pre COVID	Current	Proposed
Public Funding (of 4% lodging tax)	15% = \$.390	15% = \$.234	50% = \$.782
Self-Assessed Fees (TPA per room)	\$2 = \$1.26	\$2 = \$.850	<u>\$5 =</u> <u>\$2.13</u>
Private Funding	<u>\$0.02</u>	<u>\$0.02</u>	<u>\$0.15</u>
TOTAL	\$1.67	\$1.10	\$3.06

INCREASED INVESTMENT FOR DESTINATION MARKETING

November 1st, 2021

Our next Council Workshop; a perfect
opportunity to pick up the topic!

STATE OF TOURISM AND THE LOCAL VISITOR ECONOMY

THANK YOU!

HARPER'S
PLAYGROUND



EVERYBODY
PLAYS!!!!!!!!!!

G Cody QJ Goldberg
Who / What / Why / Where
Esther Short & Marshall Park Updates
Monday, September 13, 2021

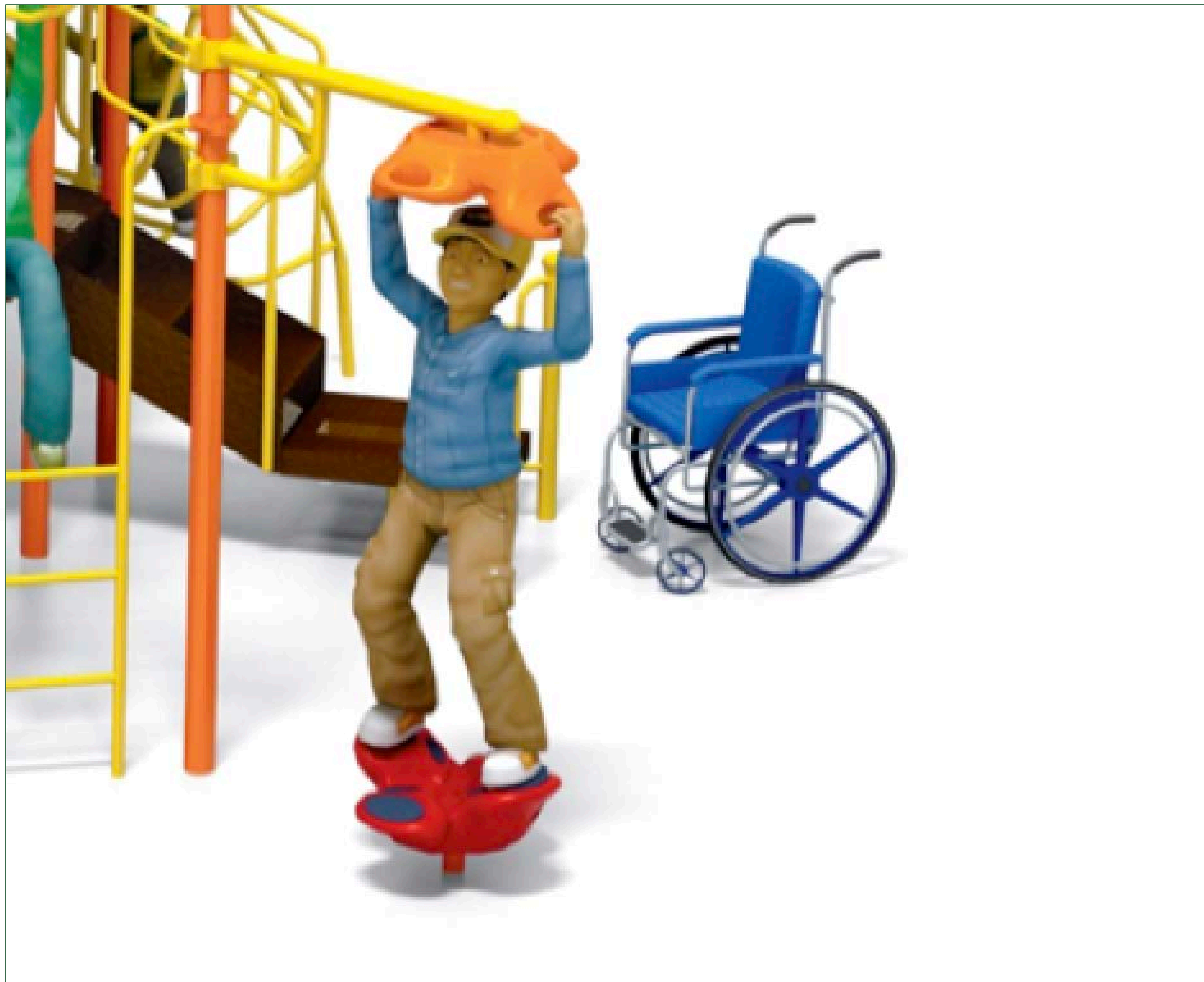
HARPER'S
PLAYGROUND



EVERYBODY
PLAYS!!!!!!!!!!

G Cody QJ Goldberg
Who / What / Why / Where
Esther Short & Marshall Park Updates
Monday, September 13, 2021





THE BIGGER PROBLEMS...





EXCLUSION: INEQUITY & ISOLATION





DISCONNECTION: NATURE & PEOPLE

A young child with blonde hair, wearing a light blue t-shirt with colorful polka dots and dark pants, is seen from behind, sitting in a silver and yellow four-wheeled stroller. The stroller has a black bag hanging from the back. The child is on a paved path in a park. In the background, there are green trees, a playground with a red slide and blue arches, and a small white building. The entire image is framed by a green border.

*“Everybody has, and deserves, the
right to play!”*

- April Goldberg



The background of the slide features a large, faint, light green United Nations logo. It consists of a world map centered on the Atlantic Ocean, surrounded by a laurel wreath. The logo is set against a teal background that has a vertical green stripe on the left and right sides.

***“Play is so important to optimal child development
that it is recognized as a right of every child”***

- United Nations High Commission for Human Rights









SEPTEMBER 27 2011

VISION PLAN FOR HARPER'S PLAYGROUND

AT ARBOR LODGE PARK
PORTLAND OREGON

LEGEND

- A. ENTRY SIGNAGE TO HARPER'S PLAYGROUND
- B. DYNAMO DISC SWING AREA AND DOUBLE SLIDE LANDING AREA
- C. RAMP TO DOUBLE SLIDE ENTRY AND UP TO NET CLIMBER
- D. NATURAL AMPHITHEATRE W/ 18" HIGH CONCRETE SEATWALL TERRACES
- E. PEAK OF THE HILL W/ BENSON BUBBLER FOUNTAIN
- F. LARGE NET CLIMBER ON HILLSIDE
- G. WIDE CONCRETE SLIDE
- H. LARGE SAND PLAY AND RAISED SAND BED
- I. WOOD ENTRY BRIDGE
- J. MAIN FORT TOWER
- K. ENTRY PLAZA W/ SPECIAL DONOR PAVERS
- L. SEE SAW AND HORSE BOUNCER AREA
- M. SPEEDY SPINNER ON GRADE
- N. DYNAMO NET CLIMBER
- O. LARGE MULTIPLE SWING STRUCTURE
- P. GRASS MOUND W/ LARGE SCULPTURE TURTLES



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M I G





HARPER'S PLAYGROUND: BEFORE



HARPER'S PLAYGROUND: AFTER





- **ACCESSIBLE + ADAPTIVE =
PHYSICALLY INVITING**



- **ACCESSIBLE + ADAPTIVE =
PHYSICALLY INVITING**

- **NATURAL + COMMUNAL
= SOCIALLY INVITING**



- **ACCESSIBLE + ADAPTIVE = PHYSICALLY INVITING**

- **NATURAL + COMMUNAL = SOCIALLY INVITING**

- **THOUGHTFUL + BEAUTIFUL = EMOTIONALLY INVITING**



- **ACCESSIBLE + ADAPTIVE = PHYSICALLY INVITING**

- **NATURAL + COMMUNAL = SOCIALLY INVITING**

- **THOUGHTFUL + BEAUTIFUL = EMOTIONALLY INVITING**





ABOUT HARPER'S PLAYGROUND: Our Design / The Harper's Hill



ABOUT HARPER'S PLAYGROUND: Our Design / The Harper's Hill



ABOUT HARPER'S PLAYGROUND: Our Design / The Harper's Hill



ABOUT HARPER'S PLAYGROUND: Our Design / The Harper's Hill



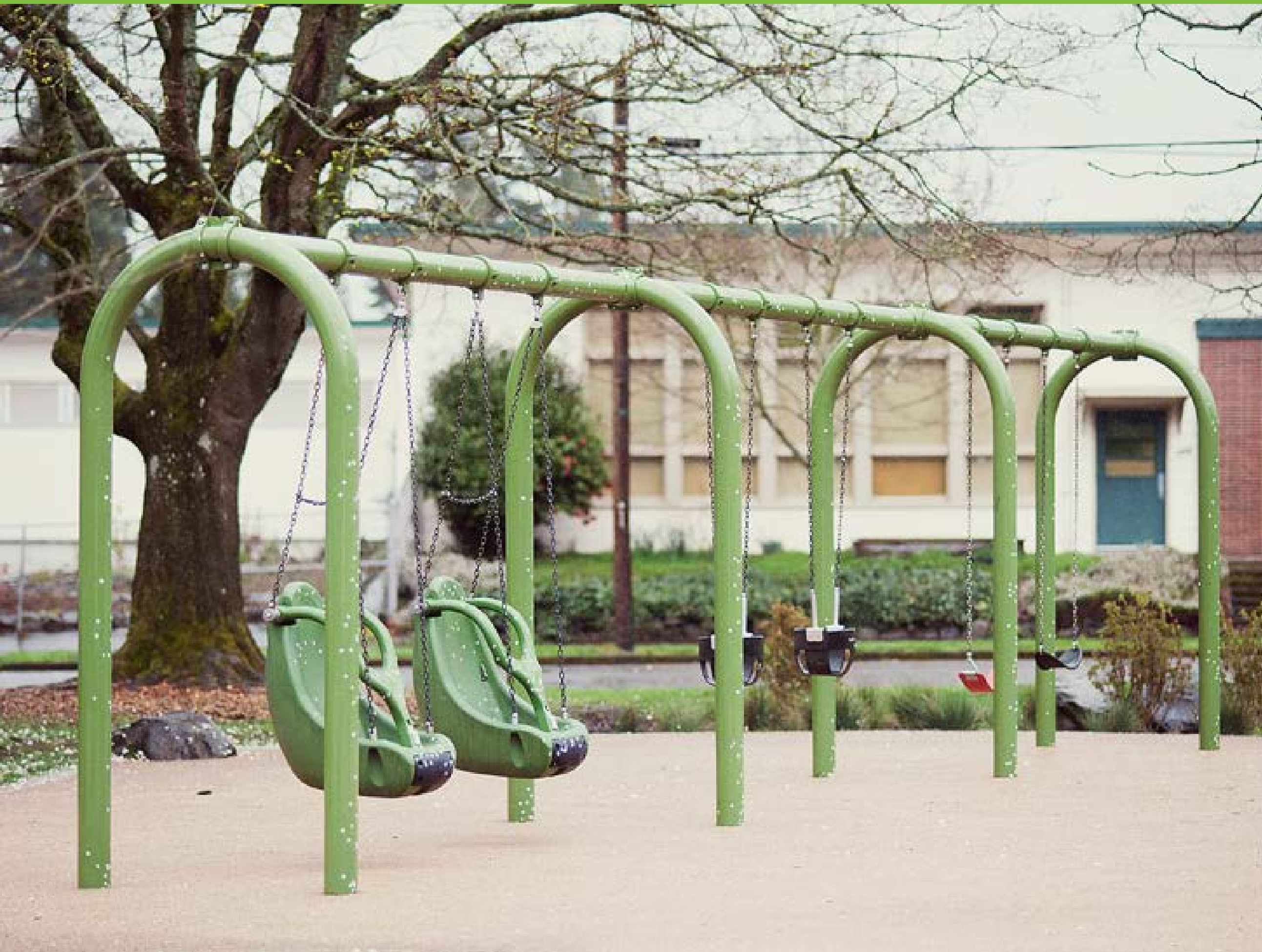
ABOUT HARPER'S PLAYGROUND: Our Design / Wet Sand!



ABOUT HARPER'S PLAYGROUND: Our Design / Wet Sand!



ABOUT HARPER'S PLAYGROUND: Our Design / Equipment



ABOUT HARPER'S PLAYGROUND: Our Design / Equipment



ABOUT HARPER'S PLAYGROUND: Our Design / Equipment



ABOUT HARPER'S PLAYGROUND: Our Design / Art



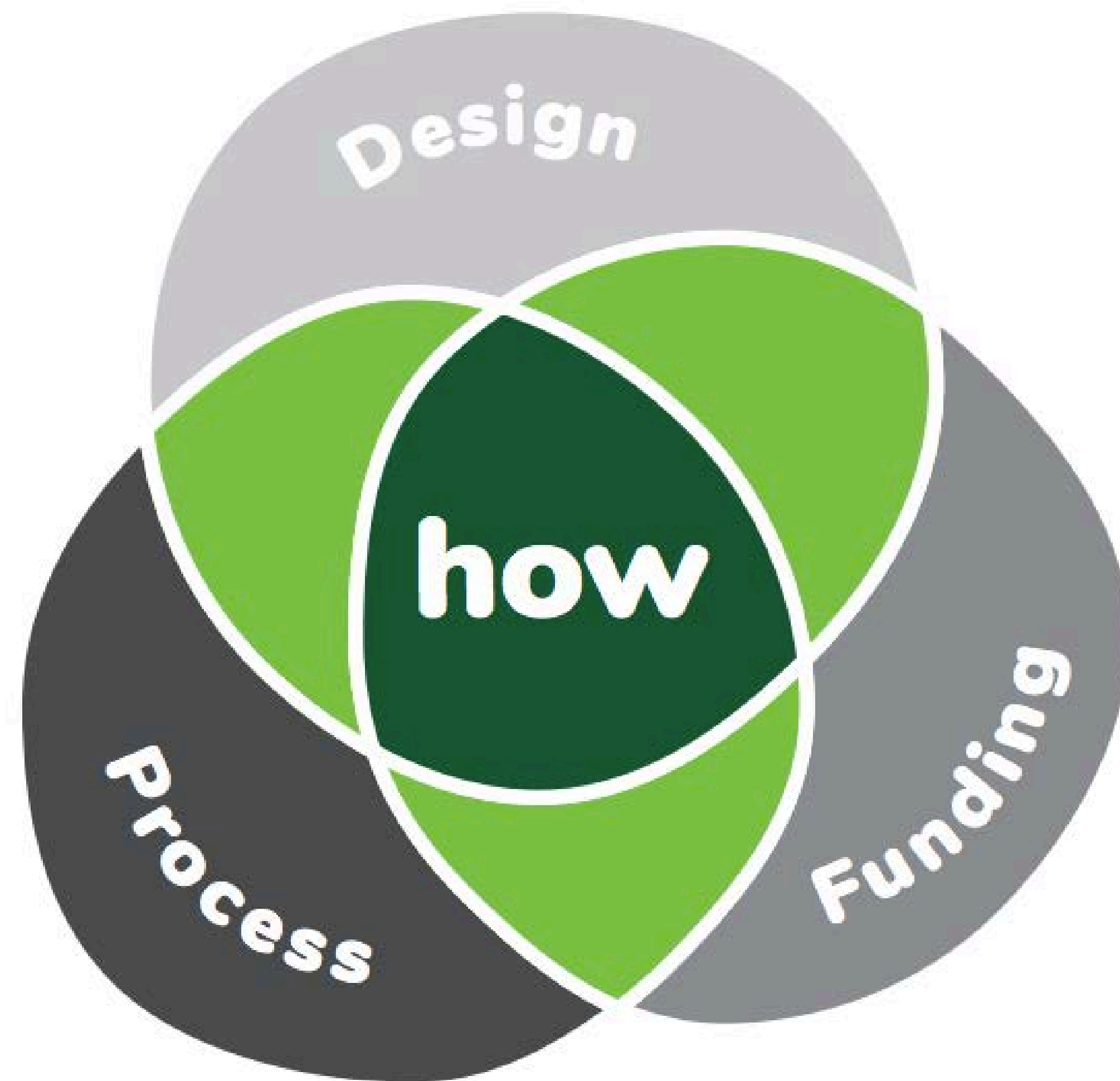




COMMUNITY BENEFIT VIA UNIQUE DESIGN EXPERTISE



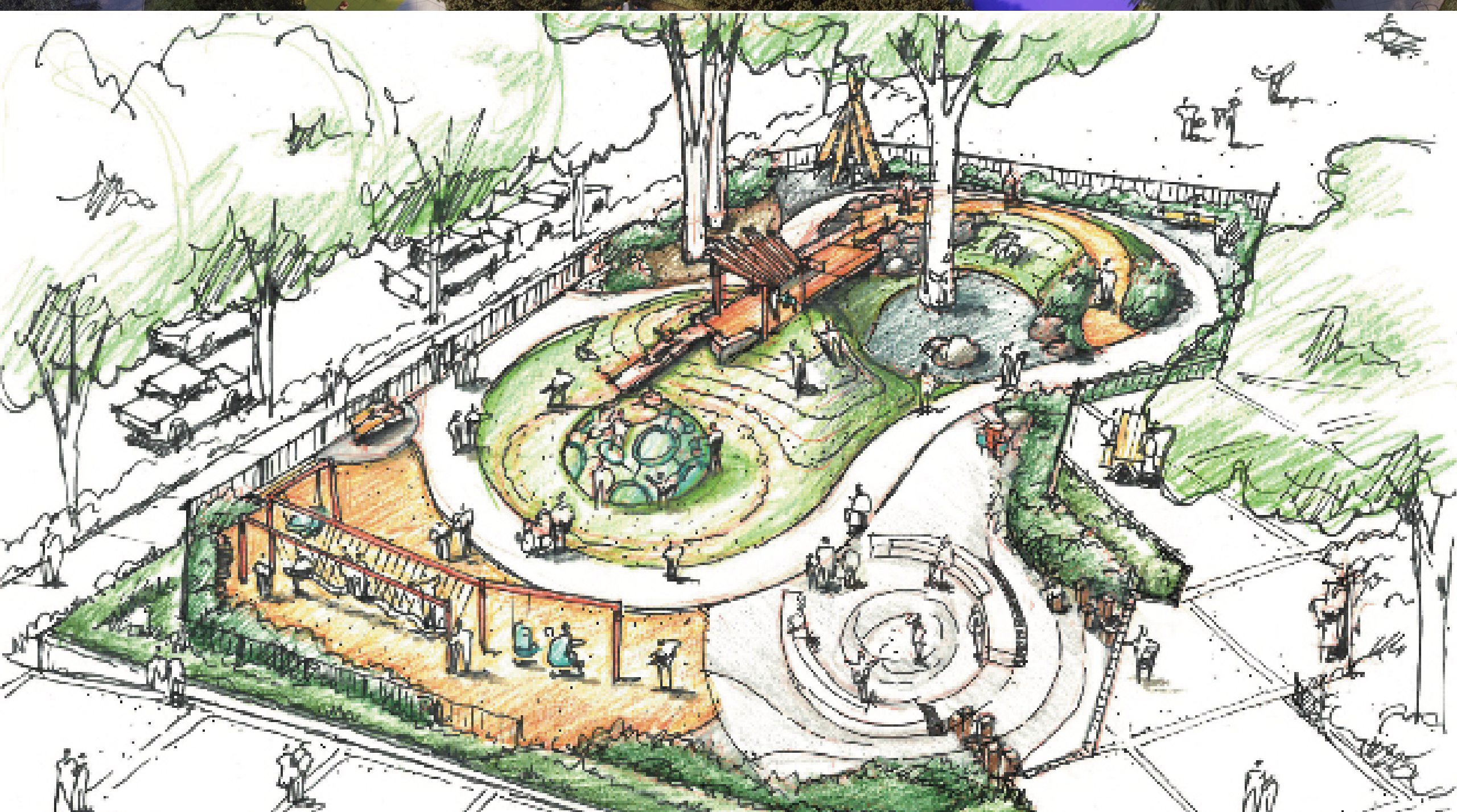
COMMUNITY INVOLVEMENT THROUGH NONPROFIT LENS



**HARPER'S
PLAYGROUND**









- OPEN FOR PLAY



- IN DEVELOPMENT



KEY MAP

- A. ENTRY PLAZA
- B. RAMP TO OVERLOOK
- C. BRIDGE OVER TUNNEL
- D. INTEGRATION CAROUSEL
- E. SAND & WATER PLAY
- F. SMALL MOBIUS
- G. LARGE TURF HILL
- H. OVERLOOK W/SLIDES
- I. MUSIC ZONE
- J. NEW ENTRY PLAZA
- K. LARGE MOBIUS
- L. 4 BAY SWING AREA
- M. LOG FORT PLAY
- N. GROUP PICNIC
- O. LOG & ROPE BALANCE
- P. WE-SAW AREA
- Q. EXISTING PAVILLION
- R. SKATE ZONE
- S. WATER RUNNEL
- T. FIRE TRUCK

WATER TABLE

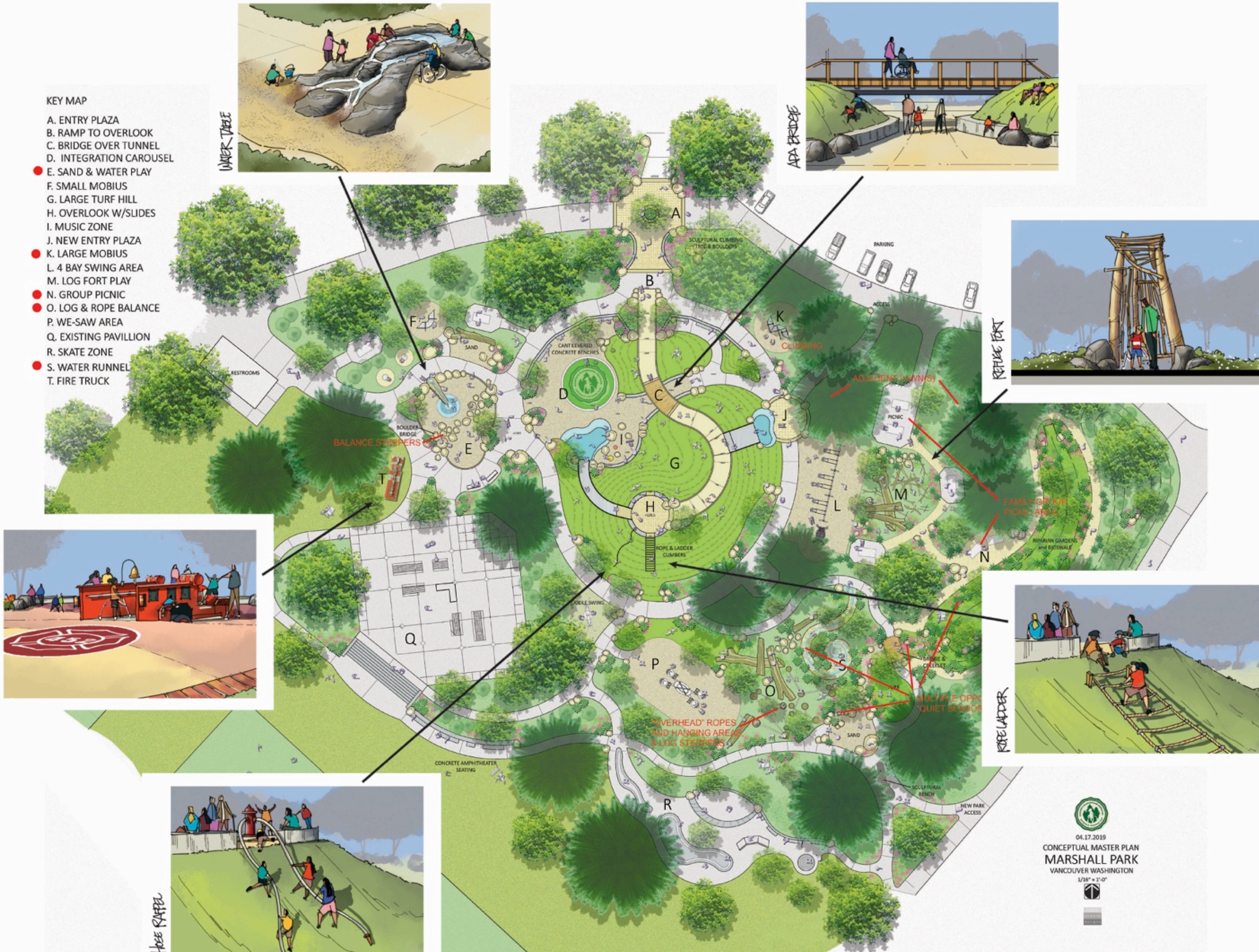
APA BRIDGE

REFUGE FORT

ROPE LADDER

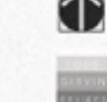
FIRE TRUCK PLAY

HOSE RATTLE



04.17.2019
CONCEPTUAL MASTER PLAN
MARSHALL PARK
VANCOUVER WASHINGTON

1/16" = 1'-0"









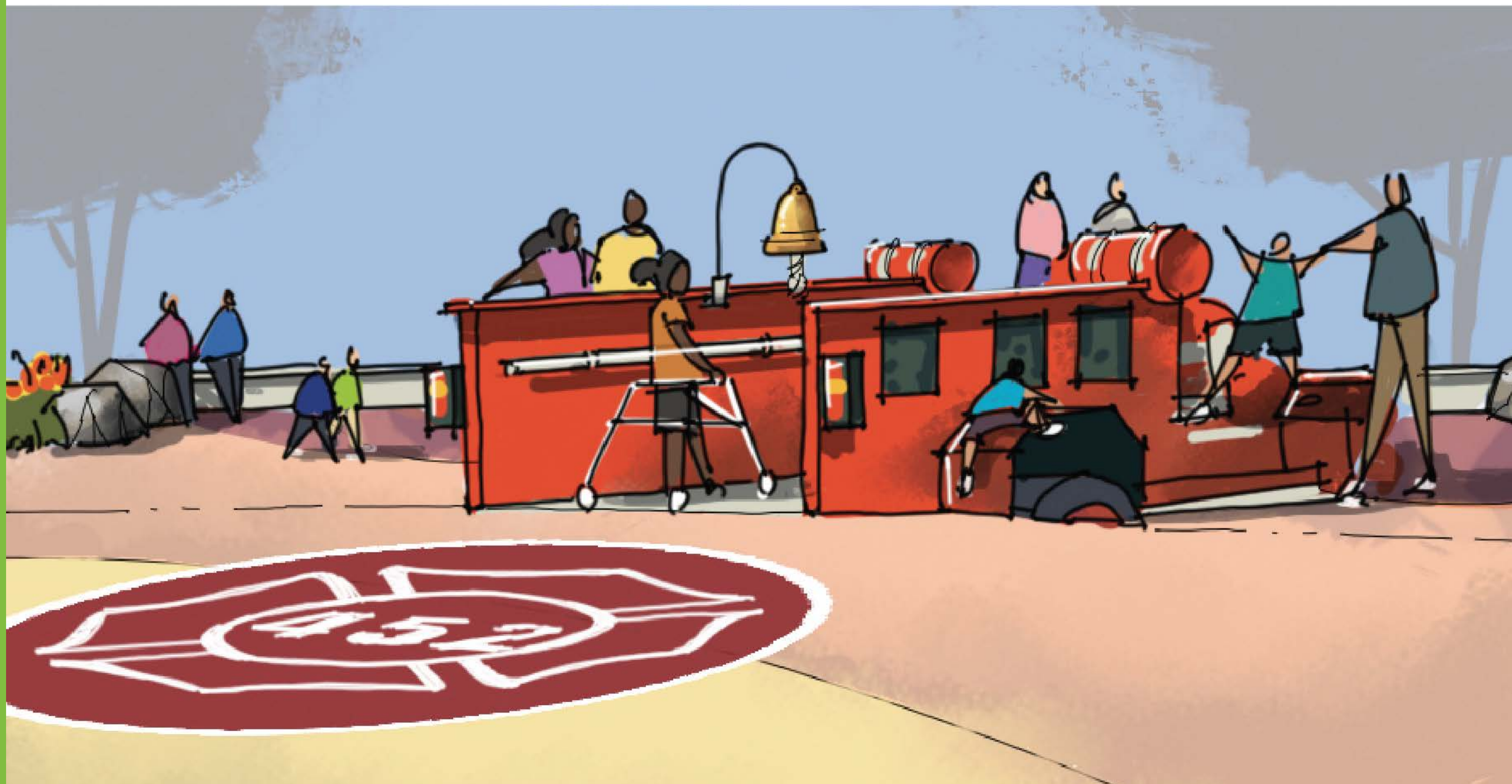
MARSHALL PARK

VANCOUVER, WASHINGTON

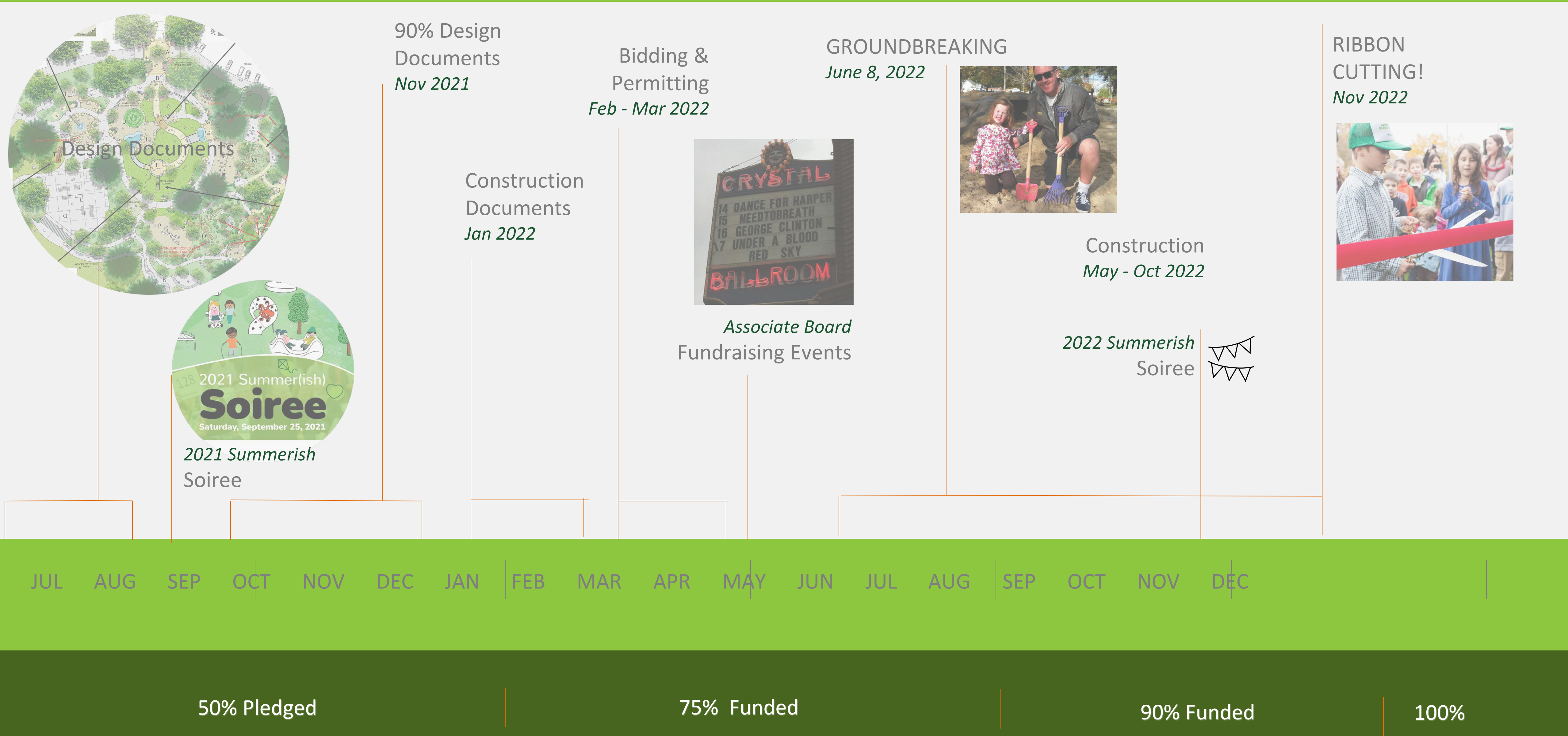


EVERYBODY PLAYS

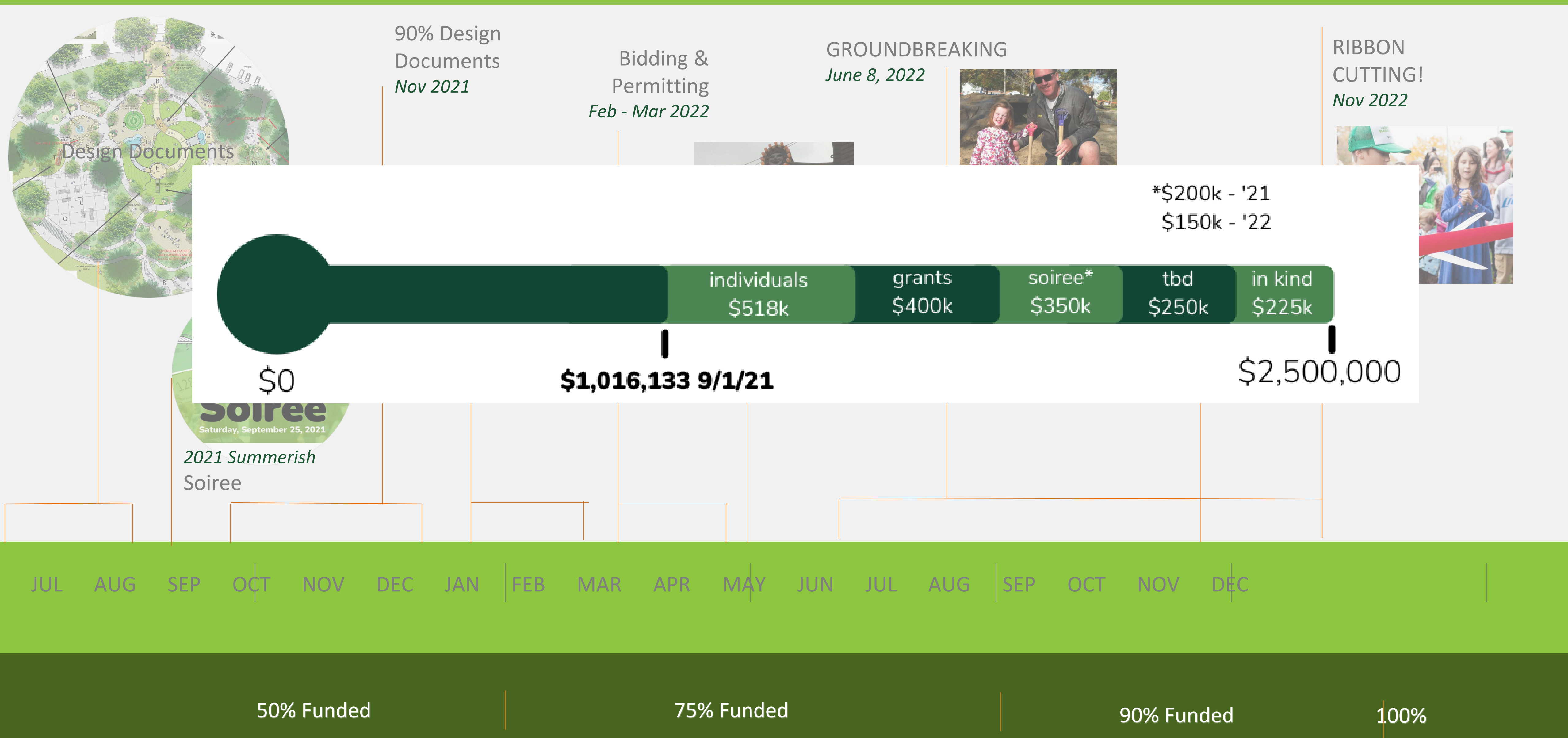
SPREAD THE LOVE



MARSHALL PARK: PROJECT TIMELINE



MARSHALL PARK: PROJECT TIMELINE





Thank you!

HARPER'S
PLAYGROUND





MEMORANDUM

DATE: September 13, 2021

TO: Mayor and City Council

CC: Rebecca Kennedy, Deputy Director, Community Development; Aaron Lande, Policy and Programs Manager, City Manager's Office

FROM: Katherine Kelly, Senior Policy Advisor, Community & Economic Development

RE: **Metro Regional Congestion Pricing Study**

This memo is to provide the Council with an overview of Metro's Regional Congestion Pricing Study (RCPS). On September 16, 2021, the regional Joint Policy Advisory Committee on Transportation (JPACT) will be asked to vote on a Resolution accepting the study's findings. The City of Vancouver is represented at JPACT and thus can choose to accept, reject, or abstain on that vote.

The 2018 Metro Regional Transportation Plan (RTP) identified congestion pricing as a high priority strategy to manage transportation demand in support of the Metro region's goals to address climate, congestion, equity, and safety. Included in the RTP was direction to further study congestion pricing strategies that may be applied within the Metro region. Metro subsequently conducted two years of research and high-level analysis along with input from technical staff, subject-matter experts and policymakers, which resulted in the RCPS (Attachment A). Four pricing tools are identified in the RCPS, namely, a fee for vehicle miles traveled, cordon pricing for driving within a defined area, roadway pricing for driving on a particular road, and parking pricing to park in certain areas. Findings noted in the RCPS focus on challenges and benefits of each of those strategies based on national and international experience from where they have been applied. Attachment A provides further detail.

Modeling impacts of congestion pricing strategies within the Southwest Washington region were not part of the RCPS because Metro's jurisdiction is solely within the state of Oregon. However, data sharing between Metro and the Southwest Washington Regional Transportation Council (RTC) allows for consistency in understanding impacts of policies and program implementation on the broader bi-state regional transportation network. Data from the RCPS will be used to inform updates to both the Metro and the RTC Transportation System Plans, both of which are planned to begin within the next two years.

At the July and August JPACT meetings, discussion among committee members centered around whether the Resolution to accept the RCPS meant that congestion pricing strategies would become

Memo Title

Date

Page 2 of 2

required for local jurisdictions to implement. Metro staff's response was that the RCPS is not intended to require implementation of congestion pricing strategies at this time and that development of policies regarding when and where congestion pricing strategies might be implemented would be defined through it's upcoming Regional Transportation Plan update.

Action being requested from Council is to provide feedback for the city's JPACT representative (Mayor McEnerny-Ogle) on whether vote in favor of, reject, or abstain from accepting the findings of the RCPS.

Staff contact info:

Katherine Kelly, Senior Policy Advisor

Email: Katherine.Kelly@cityofvancouver.us

Tel: 360-487-7947

Attachment(s):

A: Metro Regional Congestion Pricing Study Report



To request other formats, please contact:
Department
(360) 487-8600 | WA Relay: 711

Metro Regional Congestion Pricing Study

Final Report

July 2021



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EXECUTIVE SUMMARY

What is this study?

The Metro Regional Congestion Pricing Study explored whether congestion pricing can benefit the Portland metropolitan region. Congestion pricing was identified as a high priority, high impact strategy in the 2018 Regional Transportation Plan (RTP). A range of scenarios testing different congestion pricing tools helped regional policymakers understand if pricing can help support the region's four transportation priorities set out in the RTP – climate, congestion, equity, and safety, congestion.

What was the project timeline?

This study took place over the course of approximately two years. The study included a review of existing conditions within the region, a definition of what scenarios would be considered, research of best practices and input from equity and congestion pricing experts, scenario analysis using Metro's regional travel demand model, the development of findings and the identification of next steps.



What pricing strategies did Metro explore?

Metro explored if and how four congestion pricing strategies could support the region's priorities. When implemented, each of the pricing strategies could vary by time of day, by area/facility, by types of drivers on the road and by income levels. The four congestion pricing strategies are outlined at right.



VEHICLE MILES TRAVELED FEE

Drivers pay a fee for every mile they travel



CORDON PRICING

Drivers pay to enter an area, like downtown Portland (and sometimes pay to drive within that area)



ROADWAY PRICING

Drivers pay a fee to drive on a particular road, bridge or highway



PARKING PRICING

Drivers pay to park in certain areas

Who was involved?

This study was led by Metro staff,¹ working closely with the Transportation Policy Alternatives Committee (TPAC), which was the study's technical advisory committee, the Joint Policy Advisory Committee on Transportation (JPACT), which provided policy direction, and Metro Council, which provided policy direction and overall project guidance. The City of Portland and TriMet were funding partners in the study, and project staff collaborated regularly with the City of Portland and ODOT to leverage and align parallel congestion pricing efforts.

Study methods and findings were reviewed by Metro's Committee on Racial Equity (CORE), the Oregon Department of Transportation's Equity and Mobility Advisory Committee (EMAC), the City of Portland's Pricing Options for Equitable Mobility (POEM) Task Force, and an international Expert Review Panel.²

How does this relate to Metro's partners' work?

Metro, ODOT, and the City of Portland are all working on projects that consider ways to price transportation to address challenges related to equity, climate change, congestion, and safety. Each agency makes decisions for different parts of our region's transportation system. Each has separate projects underway to help address issues specific to those geographies. The three agencies are coordinating their efforts to leverage each other's work, learn from one another and share findings. The findings and analysis in this report provide a foundational understanding of how congestion pricing could perform in the Portland region and also provides important best practices for designing a pricing program that apply throughout the region and state.

What are the takeaways from the Congestion Pricing Study?

Congestion pricing has the potential to help the greater Portland region meet the priorities outlined in the 2018 Regional Transportation Plan, including reducing congestion and improving mobility, reducing greenhouse gas emissions, and improving equity and safety outcomes. However, it depends how pricing is implemented in the region.

Metro used its travel demand model to conduct in-depth modeling and analysis to help regional policymakers understand the potential performance of different types of pricing tools (VMT, cordon, parking, and roadway). Each scenario was analyzed for how well it performed relative to the four regional priorities using performance metrics produced by the model.

¹ Metro hired a consultant team to support technical analysis and process for this work. The consultant team was led by Nelson\Nygaard and included Sam Schwartz Engineering, HNTB, Silicon Transportation Consultants, TransForm, Mariposa Planning Solutions and PKS International.

² Details on Expert Review Panel can be found here:
<https://www.oregonmetro.gov/sites/default/files/2021/04/07/congestion-pricing-expert-panel-flyer-20210407.pdf>

RTP Goal	Performance Metric
CONGESTION & CLIMATE 	Daily vehicle miles traveled
	Drive alone rate
	Daily transit trips
	Freeway vehicle hours of delay
	Arterial vehicle hours of delay
CLIMATE 	Greenhouse gas and other emissions
EQUITY 	Access to jobs by car
	Access to jobs by transit

Key findings from each scenario are described below.

VMT

Scenarios tested

Two scenarios were modeled with a per mileage fee, which was applied to all drivers for every mile driven on every street in the Metropolitan Planning Area. VMT B added a charge of \$0.0685/mile, and VMT C added \$0.132/mile.

Scenario results

VMT scenarios performed well on all metrics at a regional scale, largely because all driving trips would be charged. Total travel cost would be the highest among the pricing tools studied, but those costs would be the most widely distributed compared to other pricing options.

Equity spotlight

Some Equity Focus Areas experienced a combination of higher costs without significant improvement in jobs access. Mobility improved in much of the region and jobs access improved. There were also reductions in harmful emissions.

Future considerations

A VMT pricing program should consider whether drivers who would pay more have viable alternatives to driving, and could focus on investments (transit, pedestrian, or bicycling infrastructure) or provide discounts or caps on charges for groups that would be disproportionately impacted, either because of where they live or their ability to pay.

Cordon

Scenarios tested

A fee was applied to drivers entering into a specific area. Cordon A encompassed downtown Portland, South Waterfront, and parts of Northwest Portland. Cordon B included the entirety of Cordon A, as well as the Central Eastside Industrial District and the Lloyd District. Drivers who traveled through the cordon area, but remained on the freeways or highways, were not assessed a charge. The cordon charge was \$5.63.

Scenario results

The cordons studied resulted in relatively high mode shift to transit, indicating that adding a charge for drivers in areas with good transit infrastructure could successfully shift travel modes. However, the diversion onto the nearby uncharged facilities that increased vehicle delay and decreased job access by auto would need to be explored in greater depth.

Equity spotlight

Areas inside the cordon boundary experienced lower costs and higher jobs access because of the decreasing traffic within the cordon as drivers avoided through trips and diverted to throughways and arterials adjacent to the corridor. This would be a direct benefit to communities of color and low-income households that live within the cordon boundaries (the area within the cordon is considered an Equity Focus Area). However, for those same populations outside of the cordon area, delay increased and job access for drivers decreased. Additionally, those who drove into the cordon paid higher costs, even if they would benefit from improved travel times within the cordon. Costs were low at a regional scale, but high for the individuals who entered the cordon.

Future considerations

Cordon design considerations could include expanding the cordon area to encompass more origins and destinations, pairing cordon pricing with roadway pricing on key facilities near the cordon, providing a time-of-day charge, or providing discounts or exemptions for groups that would be disproportionately impacted. Improvements to arterials near the cordon to speed transit (such as bus only lanes) could also be considered.

Parking

Scenarios tested

Increased parking charges were applied to all areas within the Metropolitan Planning Areas (MPA) boundaries that were assessed a parking charge in the 2018 RTP's 2040 Financially Constrained Scenario for both Parking A and Parking B scenarios. Parking A scenario marginally added the same parking costs; the Parking B scenario doubled the parking costs.

Scenario results

Overall, parking charging demonstrated positive results for all metrics at a regional level. The analysis shows that charging for parking could increase transit ridership – likely a direct result of charges generally being assessed in areas with good transit service and high employment. Charges were concentrated among fewer travelers compared to the VMT scenarios. While the total travel cost was low compared to other pricing scenarios, the cost to the individual drivers who parked was relatively high.

Equity spotlight

The parking scenarios showed very little change in jobs accessibility and costs throughout the region. The areas affected by parking charges have good transit service, so parking charges could be more easily avoided. Equity focus areas showed a smaller percent increase in jobs accessible by auto than non-equity focus areas.

Future considerations

The impacts to vulnerable populations should be carefully considered in a parking program, which could focus on discounts or caps on charges for key groups or revenue reinvestment to improve transit service.

Roadway

Scenarios tested

Roadway charges were applied to drivers on highways limited access highways within the MPA boundaries. Roadway A included a charge of \$0.132/mile, while Roadway B included a charge of \$0.264/mile.

Scenario results

The two Roadway scenarios had mixed results at a regional level, with a reduction in VMT and reduced delay on the charged roadways coupled with increased delay to nearby non-charged roadways. Burdens and benefits were not uniformly distributed and could disproportionately impact travelers that live on the outskirts of the region.

Equity spotlight

Areas further from tolled throughways tend to experience worse access to jobs by auto, which include some EFA areas. With fewer options of using the faster tolled roadways and competing with traffic on arterials that diverted from those tolled roadways, commuters here experienced somewhat slower travel by autos and transit.

Future considerations

A roadway pricing program should focus on the impacts to delay on the throughways charged as well as the impacts to nearby non-charged roadways. Impacts at a localized scale would need to be examined to understand if there were investments (such as transit, bike, or pedestrian improvements) that could improve overall performance. In addition, the travel costs should be assessed at a granular scale to understand the impact on vulnerable groups.

The analysis showed:

All four types of congestion pricing could help address congestion and climate priorities.

- All eight scenarios reduce the drive alone rate, vehicle miles traveled, and greenhouse gas emissions.
- All scenarios increase daily transit trips. (Roadway A has a minimal increase.).
- In fact, the projected improvements were comparable to modeled scenarios with much higher investment in new transportation projects.

Geographic distribution of benefits, impacts, and costs varied by scenario.

- Traffic diversion, travel time savings, and costs to travelers varied by location and by congestion pricing tool.
- Without changes, some scenarios would have disproportionate impacts on equity communities and key geographies.
- Geographic distributions of benefits and costs can inform where to focus investments and affordability strategies.
- In-depth analysis will be necessary to understand benefits (who and where) and costs (who and where) of any future projects.

There are tradeoffs for implementing pricing scenarios.

- Our current transportation funding system will not achieve Metro's climate and equity goals. The tax structure is regressive and focuses on auto infrastructure that reinforces inequity and results in high emissions.
- Overall regional transportation costs and individual traveler costs vary by scenario
- All eight scenarios increase the overall cost for travel for the region, but some scenarios spread the costs widely while others concentrate them on fewer travelers. Those that spread the costs also have the highest overall cost for travel in the region and the highest revenue potential
- Higher overall transportation costs equal higher revenue which can allow investment in improvements to address safety and equity concerns.

A summary of findings is described on the next page.

Table ES-1 Regional Congestion Pricing Study High-Level Findings

RTP Goal	Metrics	VTM B	VTM C	COR A	COR B	PARK A	PARK B	RD A	RD B
Congestion & Climate	Daily VMT								
	Drive Alone Rate								
	Daily Transit Trips								
	2HR Freeway VHD								
	2HR Arterial VHD								
Climate	Emissions								
Equity	Job Access (Auto)								
	Job Access (Transit)								
Total Regional Travel Cost		Med-High	High	Med-Low	Med-Low	Low	Low	Med	Med

Note: Dark blue indicates better alignment with regional goals when compared to the Base scenario

Legend		Daily VMT	Drive Alone Rate	Job Access (Auto)	Job Access (Transit)	Daily Transit Trips	2HR Freeway VHD	2HR Arterial VHD	Emissions
	Large Positive Change	-5% or more	-5% or more	10% or more	5% or more	10% or more	-10% or more	-10% or more	-5% or more
	Moderate Positive Change	-2% to -5%	-2% to -5%	5% to 10%	2% to 5%	5% to 10%	-5% to -10%	-5% to -10%	-2% to -5%
	Small Positive Change	-0.5% to -2%	-0.5% to -2%	1% to 5%	0.5% to 2%	1% to 5%	-1% to -5%	-1% to -5%	-0.5% to -2%
	Minimal Change	0.5% to -0.5%	0.5% to -0.5%	1% to -1%	0.5% to -0.5%	1% to -1%	1% to -1%	1% to -1%	0.5% to -0.5%
	Small Negative Change	0.5% to 2%	0.5% to 2%	-1% to -5%	-0.5% to -2%	-1% to -5%	1% to 5%	1% to 5%	0.5% to 2%
	Moderate Negative Change	2% to 5%	2% to 5%	-5% to -10%	-2% to -5%	-5% to -10%	5% to 10%	5% to 10%	2% to 5%
	Large Negative Change	5% or more	5% or more	-10% or more	-5% or more	-10% or more	10% or more	10% or more	5% or more

Note: "Positive" and "Negative" refer to progress toward regional goals, and not to numerical values (i.e., a reduction in VMT is "positive")

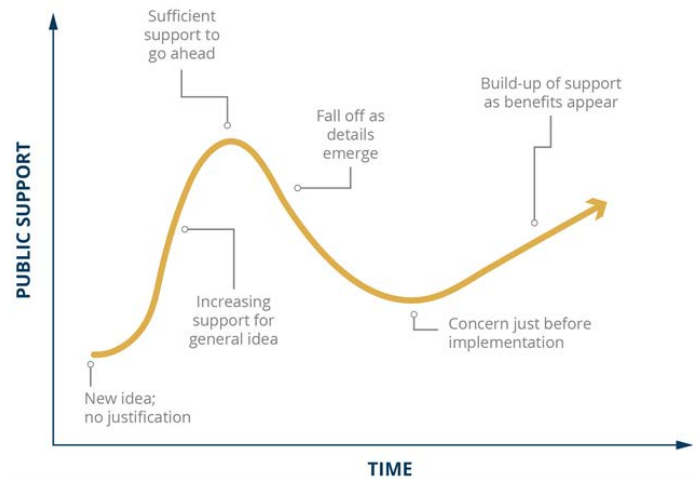
The results provided here ONLY show the effects of charging drivers under different scenarios; implementation of mitigations, discounts, or other changes to policies could result in changes to the performance of a scenario.

What are the implementation considerations?

There are many factors for the Portland metro region and its partners to consider as the region continues to explore the feasibility of implementing congestion pricing:

- Public acceptance: all pricing programs are likely to struggle with public acceptance. There is a common perception that pricing is likely to hurt transportation disadvantaged populations and that people will pay more for something without seeing a benefit. Case studies have shown acceptance grows after a pricing program is implemented, as shown in the figure below. A concerted public engagement and marketing effort would likely be needed to garner acceptance of a congestion pricing project or program.

Figure ES-1 Public Acceptance of Congestion Pricing Changes Over Time



- Parking pricing is the easiest of the tools to implement since it leverages existing infrastructure and processes to introduce congestion pricing.
- Cordon pricing can leverage state of the art tolling and enforcement technologies, making implementation moderately difficult to implement.
- Although roadway pricing can leverage many tolling methods, enforcement can be difficult. Also, tolling roadways that are not limited access could be cost prohibitive, reflecting why arterial tolling is not typically priced considered.
- A VMT program could build off of the OReGO pilot but a major implementation barrier is enforcement and mandating vehicles to participate.
- A pilot phase might make sense for the Portland region to trial one or more technologies before scaling up to a region-wide system.

How can Congestion Pricing address Equity?

Many people worry that congestion pricing will hurt those least able to pay. However, our current system is inequitable. Not only are transportation funding sources regressive, but spending is also focused on automobile infrastructure over other transportation modes, as shown in Figure ES-2 below. Gas tax rates are a fixed amount per gallon regardless of a driver's ability to pay, and motor vehicle fees in Oregon are not correlated to a motorist's income nor the value of the vehicle.

Figure ES-2 Inequities within Today's System

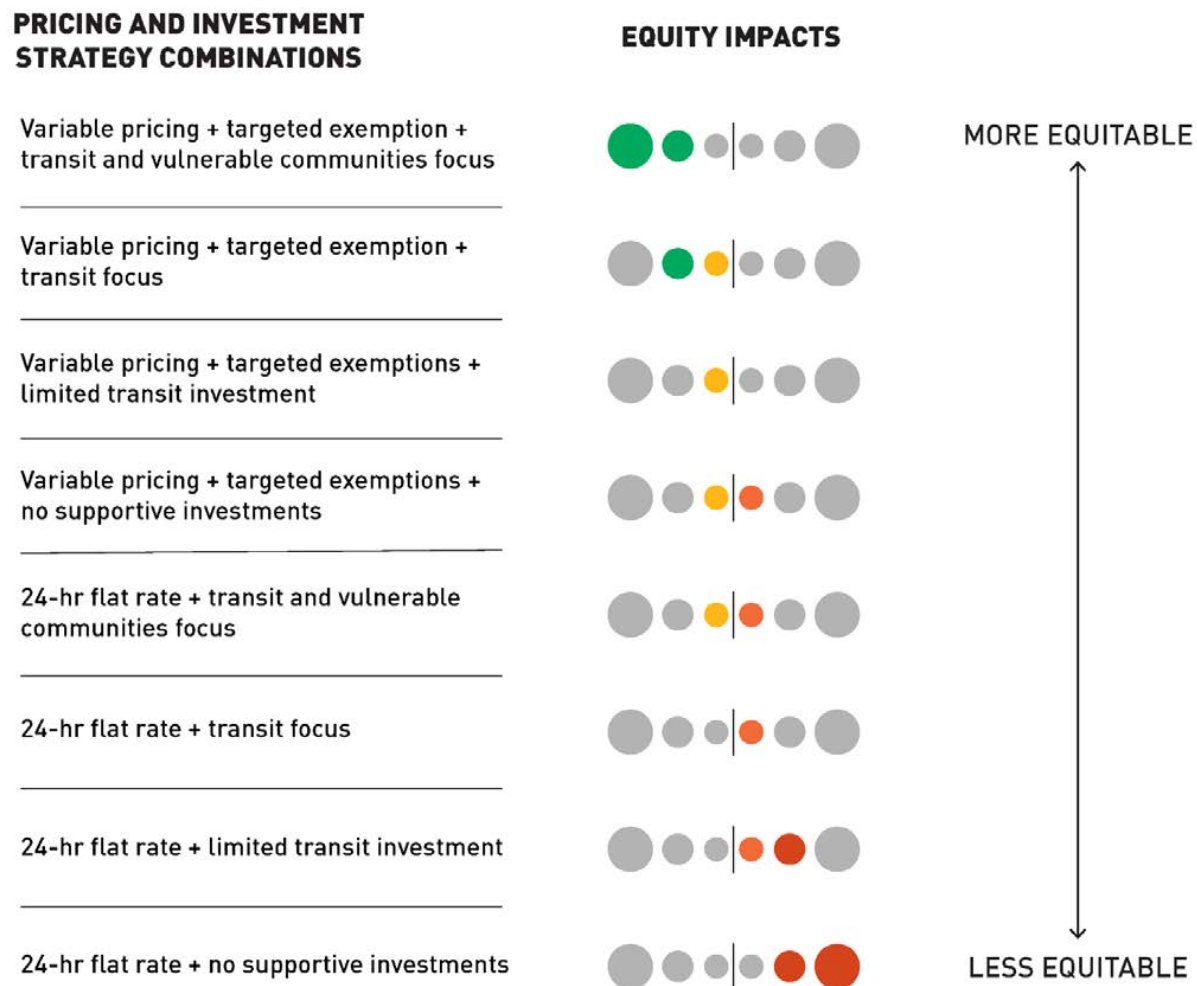


This focus favors those with more means and encourages driving. It reinforces inequity with spending focused on auto infrastructure. In addition, health impacts from high automobile reliance disproportionately harm Black, Indigenous, and People of Color (BIPOC) and low-income communities. Low-income people spend a much higher percentage of their income on transportation than high income earners. As it functions today, the current funding and spending structure will not help the region meet its urgent equity and climate goals.

Congestion pricing strategies have the potential to improve racial equity and benefit marginalized communities as well as all residents of the region. Congestion pricing tools have the potential to be more flexible than current funding in how funds are collected and what funds are spent on.

The biggest determinant of whether a congestion pricing program improves equity is how the program is designed-- how people are charged and how revenue from congestion pricing strategies is spent. A pricing program with the same charge can *improve* or *harm* equity depending on how it deals with affordability, the places it improves, and the type and locations of investments. An example of how this can be is shown as Figure ES-3 below.

Figure ES-3 Program Design Impact on Equity Outcomes



Building an Equitable Pricing Program

If carefully structured, congestion pricing can create a more fair and just transportation system, not just compared to the predominant revenue raising strategies used to pay for transportation today, but more directly to improve affordability, access, safety, and health of historically and currently excluded, impacted, and underserved communities. Congestion pricing programs and projects can improve equity outcomes by:

- Reducing harm and increasing benefits if agencies are willing to focus engagement on historically impacted residents and other stakeholders traditionally at a disadvantage and ensure they have a role in decision making at every step in the process.
- Revenue can be focused on equity outcomes. Revenues from congestion pricing can be invested in key neighborhoods or roadways, focused on transit, sidewalks, and bike lanes, or invested in senior and disabled services. Pricing benefits can be targeted to key locations where mobility improvements or air quality can be meaningfully improved.
- Affordability can be built into a program. Congestion pricing is more flexible than current funding sources. Exploring who pays and to what degree, and considering a

suite of affordability programs such as rebates or exemptions for low-income drivers, a “transportation wallet”, or other investments that address affordability.

Figure ES-4 An Equity Framework for Road Pricing



Source: TransForm 2017

As part of the Congestion Pricing Study, Metro reached out to three groups with expertise in equity: Metro's CORE, the City of Portland's POEM Task Force, and ODOT's EMAC to discuss and receive feedback on the RCPS methods for assessing equity benefits and impacts.

These groups confirmed that there are concerns around congestion pricing disproportionately impacting those least able to pay. They agreed that any pricing program must have meaningful

engagement with community and equity groups early. Combining their feedback with equity experts in the field helped clarify the importance of engagement and the importance of a project conducting in depth technical analysis (including mapping) to help determine who benefits and who is impacted by a program.

Key findings from an equity perspective

While the Equity Focus Areas see an increase in percent change of jobs accessible by auto in six of the eight scenarios, they benefit less than non-equity focus areas across the board. Related to access to community places, each pricing scenario results in increased access for equity focus areas and non-equity focus areas. Equity focus areas benefit more than non-equity focus areas for accessibility by auto for the cordon scenarios and the roadway scenarios. When it comes to change in access to community places by transit, the benefit to non-equity focus areas exceeds the benefit to equity focus areas for all scenarios.

Key findings from an equity perspective:

- Go beyond a toolkit
- Connect analysis to further study
- Design scenarios to address barriers
- Inform expenditure framework
- Develop supportive programs
- Establish pre- and post-deployment monitoring

What are the recommendations?

Below are general recommended considerations for both policymakers and future project owners and operators, as well as specific recommendations that would apply to each group.

- Congestion pricing can be used to improve mobility and reduce emissions. This study demonstrated how these tools could work with the region's land use and transportation system.
- Define clear goals and outcomes from the beginning of a pricing program. The program priorities such as mobility, revenues, or equity should inform the program design and implementation strategies. Optimizing for one priority over another can lead to different outcomes.
- Recognize that benefits and impacts of pricing programs will vary across geographies. These variations should inform decisions about where a program should target investments and affordability strategies and in depth outreach.
- Carefully consider how the benefits and costs of congestion pricing impact different geographic and demographic groups. In particular, projects and programs need to conduct detailed analysis to show how to:
 - maximize benefits (mobility, shift to transit, less emissions, better access to jobs and community places, affordability, and safety) and

- address negative impacts (diversion and related congestion on nearby routes, slowing of buses, potential safety issues, costs to low-income travelers, and equity issues).
- Congestion pricing can benefit communities that have been harmed in the past, providing meaningful equity benefits to the region. However, if not done thoughtfully, congestion pricing could harm BIPOC and low-income communities, compounding past injustices.
- Conversations around congestion pricing costs, revenues, and reinvestment decisions should happen at the local, regional, and when appropriate the state scale, depending on the distribution of benefits and impacts for the specific policy, project, or program being implemented.

Specifically For Policy Makers

- Congestion pricing has a strong potential to help the greater Portland region meet the priorities outlined in its 2018 Regional Transportation Plan, specifically addressing congestion and mobility; climate; equity; and safety.
 - Technical analysis showed that all four types of pricing analyzed improved performance in these categories;
 - Best practices research and input from experts showed there are tools for maximizing performance and addressing unintended consequences.
- Given the importance of pricing as a tool for the region’s transportation system, policy makers should include pricing policy development and refinement as part of the next update of the Regional Transportation Plan in 2023, including consideration of other pricing programs being studied or implemented in the region.

Specifically For Future Project Owners/Operators

- The success of a specific project or program is largely based on **how** it is developed and implemented requiring detailed analysis, outreach, monitoring, and incorporation of best practices.
- Coordinate with other pricing programs, including analysis of cumulative impacts and consideration of shared payment technologies, to reduce user confusion and ensure success of a program.
- Conduct meaningful engagement and an extensive outreach campaign, including with those who would be most impacted by congestion pricing, to develop a project that works and will gain public and political acceptance.
- Build equity, safety, and affordability into the project definition so a holistic project that meets the need of the community is developed rather than adding “mitigations” later.
- Establish a process for ongoing monitoring of performance, in order to adjust and optimize a program once implemented.

What are the next steps?

Since its identification as a high priority, high impact strategy in the 2018 RTP, Metro staff and leaders endeavor to better understand how our region could use congestion pricing to manage traffic demand to meet climate goals without adversely impacting safety or equity. This study delineates the impacts pricing could have in helping the region:

- Reduce traffic congestion;
- Improve equity by reducing disparity;
- Enhance safety by getting to Vision Zero; and
- Support the climate by reducing greenhouse gas emissions.

The study's Expert Review Panel demonstrated that congestion pricing is effective in encouraging drivers to change their behavior (using more sustainable travel modes like transit, walking, or biking; driving less; and driving at different times) and reducing congestion and greenhouse gas emissions.

Leaders around the region and state should use the findings from this study to inform policies, including the development of the 2023 RTP and other transportation projects that may include congestion pricing in the future. We expect this study will inform the work of implementing agencies as they propose new congestion pricing projects at the local level.

PROJECT TERMS AND DEFINITIONS

Terms and Definitions

- **Base Scenario:** Modeling scenario that provides the basis of comparison for how different congestion pricing modeled scenarios perform. The 2027 Financially-Constrained Model Scenario from the 2018 Regional Transportation Plan was the Base Scenario for this analysis. (See Appendix C.)
- **Congestion Pricing:** Motorists pay directly for driving on a particular roadway or for driving or parking in a particular area. *Congestion Pricing* includes using variable road or parking tolls (higher prices under congested conditions and lower prices at less congested times and conditions).
- **Congestion Pricing Tools or Families:** Types of congestion pricing that can be used to toll motorists to affect their behavior. In this study, Metro analyzed four different pricing tools: roadway pricing (motorists are charged tolls to drive on particular roadways); parking pricing (drivers pay to park in certain areas); cordon pricing (motorists are charged to enter a congested area); vehicle miles traveled (VMT) pricing (a.k.a. road user charge) (motorists are charged for each mile driven).
- **Community places:** The Access to Community Places performance measure is calculated by using existing data from the U.S. Bureau of Labor Statistics to identify the existing **community places** that provide key services and/or daily needs (defined in assumptions) for people in the region. Community places, for purposes of this analysis, included hospitals and other medical services, civic places such as post offices, churches, social services, libraries, schools, and colleges, financial institutions such as banks and credit unions, grocery stores, and essential retail services such as hardware stores, pharmacies, and laundry services.
- **Metro:** Metro is the federally-mandated metropolitan planning organization (MPO) designated by the governor of Oregon to develop an overall transportation plan and to program federal funds. Metro serves more than 1.5 million people in Clackamas, Multnomah and Washington counties. The agency's boundary encompasses Portland, Oregon and 23 other cities – from the Columbia River in the north to the bend of the Willamette River near Wilsonville, and from the foothills of the Coast Range near Forest Grove to the banks of the Sandy River at Troutdale. Unusual for an MPO, Metro has a regionally-elected council which consists of a president, elected regionwide, and six councilors who are elected by district every four years in nonpartisan races. Metro Council is advised by the Joint Policy Advisory Committee representing the region on transportation issues. Metro is also the agency responsible for the regional growth plan, land use vision, and urban growth boundary among other duties.

- **Regional Transportation Plan 2018 (RTP):** As the metropolitan planning organization for the Portland metropolitan area, Metro is authorized by Congress and the State of Oregon to coordinate and plan investments in the transportation system for Clackamas, Multnomah, and Washington counties. This is done through periodic updates to the Regional Transportation Plan. The Regional Transportation Plan is a blueprint to guide investments for all forms of travel – motor vehicle, transit, bicycle, and walking – and the movement of goods and freight throughout the Portland metropolitan region. The plan identifies current and future transportation needs, investments needed to meet those needs and what funds the region expects to have available to over the next 25 years to make those investments a reality.
- **Equity Focus Areas:** Locations identified as part of the 2018 RTP Equity analysis that include census tracts with high concentrations of people of color, people in poverty and people with limited English proficiency.

Table 1 Equity Focus Areas

Community	Geography Threshold
People of Color	The census tracts which are above the regional rate for people of color (28.6%) AND the census tract has twice (2x) the population density of the regional average (regional average is 1.1 person per acre).
People in Poverty	The census tracts which are above the regional rate for low-income households (28.5%) AND the census tract has twice (2x) the population density of the regional average (regional average is 1.1 person per acre).
People with Limited English Proficiency	The census tracts which are above the regional rate for limited English proficiency speakers (7.9%) AND the census tract has twice (2x) the population density of the regional average (regional average is .3 person per acre)

Source: Metro, 2018 RTP transportation equity work group

- **Joint Policy Advisory Committee on Transportation (JPACT):** JPACT is a body comprised of 17 members that serve as elected officials or representatives of transportation agencies across Portland metropolitan region. JPACT develops plans and makes recommendations on priorities to the Metro Council on transportation needs in the Portland Metropolitan region. The Metro Council must adopt the recommendations before they become transportation policies.
- **Transportation Policy Alternatives Committee (TPAC):** TPAC provides technical input to the JPACT on transportation planning and funding priorities for the Portland metropolitan region. TPAC reviews regional plans and federally-funded transportation projects, and advises area leaders on transportation investment priorities and policies related to transportation. TPAC's 21 members consist of technical staff from the same governments and agencies as JPACT, plus a representative from the Southwest Washington Regional Transportation Council, and nine community members appointed by the Metro Council. In addition, the Federal Highway Administration, Federal Transit Administration, City of Vancouver, Clark County, Washington Department of Ecology and C-TRAN System have

each appointed an associate non-voting member to the committee. *TPAC acted as the technical advisory committee for this study.*

Definitions of Performance Metrics

- **Daily VMT:** Vehicle miles traveled (daily).
- **Drive Alone Rate:** Percentage of total daily trips undertaken by drivers without passengers.
- **Daily Transit Trips:** Number of total transit trips (daily).
- **2HR Freeway VHD:** Freeway vehicle hours of delay. The total time accrued by all vehicles traveling on model freeway links with volume-to-capacity ratio of over 0.9 during the PM peak.
- **2HR Arterial VHD:** Arterial vehicle hours of delay. The total time accrued by all vehicles traveling on model arterial links with volume-to-capacity ratio of over 0.9 during the PM peak.
- **Emissions:** Percent change in greenhouse gas and other emissions including: CO₂e, PM_{2.5}, PM₁₀, NO_x, and VOC, calculated using Metro's Multi-Criteria Evaluation (MCE) tool, which estimates quantitative social return on investment of scenarios and applies emission rates derived from Metro's application of EPA's MOVES model to VMT of each scenario.
- **Job Access (Auto):** Number of jobs within 30 minutes by auto, averaged by Transportation Analysis Zone (TAZ) and weighted by number of households.
- **Job Access (Transit):** Number of jobs within 45 minutes by transit, averaged by TAZ and weighted by number of households
- **Total Regional Travel Cost:** Average weekday (2027) sum of all users' cost to travel, including auto operating cost, tolls, parking charges, and transit fares, expressed in thousands of 2010\$.

1 INTRODUCTION

Metro is the Metropolitan Planning Organization (MPO) authorized by Congress and the State of Oregon to coordinate and plan investments in the transportation system for the three-counties – Clackamas, Multnomah, and Washington – and the 24 cities that comprise the Portland Metropolitan Planning Area. Metro uses this authority to expand transportation options, make the most of existing streets, and improve public transit service.

As an MPO, Metro works collaboratively with cities, counties, and transportation agencies to decide how to invest federal highway and public transit funds within its service area. It creates a long-range Regional Transportation Plan (RTP), leads efforts to expand the public transit system, and helps make strategic use of a small subset of transportation funding that Congress sends directly to MPOs.

Typically, Metro committees are made up of elected officials, technical staff from the three counties and dozens of cities inside Metro's boundaries, and subject matter experts. Two of these groups – the Joint Policy Advisory Committee on Transportation (JPACT) and the Transportation Policy Alternatives Committee (TPAC) were directly involved in the creation and development of this study.

- **JPACT** – Comprised of transportation representatives from across the region, JPACT recommends priorities and develops plans for the region. The Metro Council must adopt the recommendations before they become transportation policies. JPACT comprises 17 members who serve as elected officials or representatives of transportation agencies in the region.
- **TPAC** – the TPAC provides technical input to JPACT on transportation planning and funding priorities for the region. TPAC reviews regional plans and federally funded transportation projects and advises area leaders on transportation investment priorities and policies related to transportation. TPAC's 19 members consist of technical staff from the same governments and agencies as JPACT plus a representative from the Southwest Washington Regional Transportation Council and six community members appointed by the Metro Council. In addition, the Federal Highway Administration, Federal Transit Administration, City of Vancouver, Clark County, Washington Department of Ecology, and C-TRAN System have each appointed an associate non-voting member to the committee.

1.1 Study Purpose

Leaders in the Metro region have long recognized the importance of pairing investments in transportation capacity building with travel demand management tools. The 2018 RTP identified congestion pricing as a high priority, high impact strategy. The RTP directed Metro staff to conduct an analysis to understand the ability for different congestion pricing tools to help the region meet its priorities. Metro staff evaluated a range of scenarios testing four different congestion pricing tools (described in Figure 1) to understand if pricing could help meet the region's four transportation priorities set out in the RTP:

Figure 1 Congestion Pricing Strategies

- **Congestion** – by improving mobility
- **Climate** – by reducing greenhouse gas emissions
- **Equity** – by reducing disparity
- **Safety** – by getting to Vision Zero

The goal of this study is:

“To understand how our region could use congestion pricing to manage traffic demand to meet climate goals without adversely impacting safety or equity.”

Congestion pricing for the purpose of this study is the application of a price mechanism (such as roadway tolls, parking costs, variable tolls, or a charge per mile driven) to alert drivers to the external cost of their trip. It has been demonstrated to be effective at getting drivers to change their behavior (using more sustainable travel modes like transit, walking or biking, driving less, and driving at different times) and reduce congestion and greenhouse gas emissions where it has been implemented.

Leaders around the region may use the findings from this study to inform policies, including the development of the 2023 RTP, and other transportation projects that may include tolling in the future. The findings may also provide information for policymakers who want to propose new congestion pricing projects at the local level.

1.2 Study Timeline

This study took place over the course of approximately two years, as shown in Figure 2, Project Timeline. The study included a review of existing conditions within the region, a definition of what scenarios would be considered, the analysis of these scenarios using Metro’s regional travel demand model, the development of findings from this analysis, and identifying next steps.

Figure 2 Project Timeline



Congestion Pricing Strategies

Congestion pricing could include a range of tools, including:



VEHICLE MILES TRAVELED FEE

Drivers pay a fee for every mile they travel



CORDON PRICING

Drivers pay to enter an area, like downtown Portland (and sometimes pay to drive within that area)



ROADWAY PRICING

Drivers pay a fee to drive on a particular road, bridge or highway



PARKING PRICING

Drivers pay to park in certain areas

Each of these pricing strategies could vary by time of day, by area, by types of drivers on the road, and by income levels.

1.3 Who was Involved?

This study was led by Metro staff, working closely with TPAC, JPACT, and Metro Council throughout the process. The City of Portland and TriMet were funding partners in the study, and project staff collaborated regularly with the City of Portland and ODOT to leverage and align parallel congestion pricing efforts. The team reviewed project equity analysis methods with Metro's Committee on Racial Equity (CORE), the Oregon Department of Transportation's Equity and Mobility Advisory Committee (EMAC), and the City of Portland's POEM Task Force for feedback.

Metro hired a consultant team to support technical analysis and process for this work. The consultant team was led by Nelson\Nygaard and included Sam Schwartz Engineering, HNTB, Silicon Transportation Consultants, TransForm, Mariposa Planning Solutions and PKS International.

Once at the findings stage, Metro convened an Expert Review Panel to review the data, methods, and findings of this study. The Expert Review Panel provided feedback on Metro's work along with their own experiences with congestion pricing, in a webinar with JPACT and the Metro Council. This webinar was open to the public. The panel consisted of five experts listed below:

- **Clarrissa Cabansagan**, Director of Programs at Transform; National leader in transportation policy and mobility justice.
- **Daniel Firth**, Transport and Urban Planning Director at C40; Congestion pricing leader in London, Stockholm, and Vancouver.
- **Rachel Hiatt**, Assistant Deputy Director for Planning at San Francisco County Transportation Authority; Project manager of the Downtown Congestion Pricing Study.
- **Sam Schwartz**, Founder and CEO at Sam Schwartz Transportation Consultants; Father of NYC congestion pricing.
- **Christopher Tomlinson**, Executive Director at State Road and Tollway Authority, Georgia Regional Transportation Authority, Atlanta-region Transit Link Authority; Expert in political, policy, and legal aspects of tolling.

The Expert Review Panel was moderated by Jennifer Wieland, Managing Director at Nelson\Nygaard. The recording of the panel is available on the project webpage at www.oregonmetro.gov/regional-congestion-pricing-study. Approximately 120 people attended the webinar.

There were several highlights from the Panel's independent review of Metro's work, and from the webinar discussion:

- The Panel found the methods used in this study to be sound, logical, and consistent with other places that have implemented congestion pricing.
- The panel found the findings from the study to also be consistent with their experiences with congestion pricing projects' performance elsewhere.
- The group advised project implementers to take the time up front to confirm the project purpose, and then focus on fulfilling that purpose, with an understanding that the design of a

congestion pricing program could look different, depending on the purpose it is being designed for.

- The Panel discussed the critical importance of centering equity, and the very real albeit unintended consequences that can arise from not doing so.
- The group recommended reaching out broadly, to all stakeholders – and recognizing the diversity of different stakeholder groups – recognizing that not all groups will be supportive, and that public acceptance of the effort will change over time.
- The Panel discussed the differences between congestion pricing and transit-oriented development between urban, suburban, and rural contexts. Every place is unique, and it is critically important to customize the pricing program to meet a region’s unique needs. That said, pricing has been shown to be successful in all types of settings at improving mobility and addressing other priorities.

These tenets supported Metro’s technical findings and informed the Agency’s recommendations as described in Chapter 8.

1.4 How to use this Report

There are eight chapters in this report:

- *Chapter 1: Introduction* – describes the purpose and timeline of the project and who was involved.
- *Chapter 2: Metro’s Commitment to Equity* – describes best practices for implementing congestion pricing programs equitably, including the steps to create an equitable process. It also provides an overview of the key metrics used to evaluate potential congestion pricing strategies in the Portland Metro Region as well as the engagement process.
- *Chapter 3: A Quick Look at the System Today* – provides information about current conditions and discusses the importance of thoughtful analysis of the benefits and impacts of congestion pricing to transportation disadvantaged communities.
- *Chapter 4: Methodology* – provides detail on the data and methods used to conduct the study’s analysis, including the performance measures used in the analysis.
- *Chapter 5: Scenario Modeling Overview & Findings* – details key findings from the travel demand modeling analysis by scenario and by performance measure.
- *Chapter 6: Feasibility and Implementation Considerations* – summarizes key considerations for implementation of congestion pricing.
- *Chapter 7: Complexity of Revenue* – provides several considerations about collecting and using revenues generated from congestion pricing.
- *Chapter 8: Conclusions & Recommendations* – summarizes key recommendations from this study for policy makers and project champions.

2 METRO'S COMMITMENT TO EQUITY

Metro as an agency has a commitment to advancing equity within the region. Metro's *Strategic Plan to Advance Racial Equity, Diversity, and Inclusion* is a guiding document for the agency. Metro recognizes that there are severe disparities in the Portland region that have been created and reinforced by systemic racism. Metro is leading with race in its efforts to improve equity.

By beginning to address the barriers experienced by people of color in the Portland metropolitan area, Metro also effectively identifies solutions and removes barriers for other groups, like women, low-income residents, people with disabilities, LGBTQ community, older adults, and young people. The result will be that all people in the Portland area will experience better outcomes.

This chapter begins by providing an overview of best practices in implementing an equitable congestion pricing program followed by a description of how Metro threaded equity throughout the Regional Congestion Pricing Study process.

2.1 Best Practices for Implementing Congestion Pricing Programs in an Equitable Manner

Congestion pricing strategies can be used to increase accessibility and sustainability, and to mitigate traffic congestion in the Portland region. As the region continues planning for roadway pricing, Metro and implementing agencies must analyze the various impacts that congestion pricing will have on vulnerable communities.

Throughout the 20th Century (and indeed, before then as well), transportation and infrastructure planning has disproportionately burdened and harmed communities of color through negligent and intentionally racist planning practices. Because of this, many communities with lower income and minority households today, in the 21st Century have limited access to jobs and basic services like grocery stores even today and have on-going health concerns due to roadways being built through their communities. If Metro and implementing agencies do not prioritize equity during the congestion pricing planning process, the pricing of different roadways or geographic areas may disproportionately impact lower income groups, people with disabilities, and minority populations.

By beginning to address the barriers experienced by people of color in the Portland metropolitan area, Metro and its regional partners can also effectively identify solutions and remove barriers for other transportation disadvantaged populations, like women, low-income residents, people with disabilities, the LGBTQ community, older adults, and young people. This can result in better quality of life and health outcomes for all people in the Portland area.

How can pricing advance racial and social justice?

Agencies across the US and at all levels of government have planned and invested in transportation plans and projects in ways that have led to inequitable outcomes. People of color, immigrants, people experiencing lower incomes, people with disabilities, and other marginalized groups have historically been excluded from transportation decision-making and borne the brunt of the negative impacts of transportation projects. The unequal legacy of transportation planning includes well documented cases

of highway construction projects targeting low income and BIPOC communities, investments that have disproportionately benefited white and higher income suburban car commuters over transit users in urban centers, and regressive forms of taxation to pay for it all.

Today, the legacy of inequitable transportation and land use planning has contributed to differences in outcomes along race, class, and ability in every region of the US. Race, income, and other demographic markers influence access to quality jobs, life expectancy, and other indicators of health and well-being.

To begin to repair the harms of the past, Metro and its partners must move past the legal minimum “harm reduction” approach in transportation planning to an approach that focuses the benefits of policies and investments on historically impacted communities and those with the greatest access barriers. By focusing on the communities and populations with the greatest needs, investments (and outcomes) will be more equitable, and Metro and its partner agencies will be able to create the greatest benefits for the region.

Interest in congestion pricing programs and projects has emerged in recent years as a way for cities, regions, and states to raise revenues in conditions where gas taxes and other revenue sources are declining, and as a strategy for meaningful climate action and traffic reduction. But discussions of pricing programs and projects have immediately faced scrutiny, skepticism, and concerns for their perceived impacts on low income, BIPOC, and other historically and currently excluded, impacted, and underserved populations. These concerns are legitimate. Pricing programs can negatively impact people already at a disadvantage. For example, pricing can increase costs for low-income drivers, create barriers to access jobs and other opportunities for certain populations, and cause traffic safety impacts along corridors already experiencing acute collisions due to spillover/cut through traffic³.

If carefully structured, congestion pricing can create a more fair and just transportation system, not just compared to the predominant revenue raising strategies used to pay for transportation today, but more directly to improve affordability, access, safety, and health of historically and currently excluded, impacted, and underserved communities. Congestion pricing programs and projects can improve equity outcomes by:

- Reducing harm and increasing benefits if agencies are willing to focus engagement on historically impacted residents and other stakeholders traditionally at a disadvantage and ensure they have a role in decision making at every step in the process.
- Committing to targeted investments of net toll revenues for locally supported improvements such as improved transit infrastructure and services and traffic safety improvements.
- Exploring who pays and to what degree, and considering a suite of affordability programs such as rebates or exemptions for low-income drivers, a “transportation wallet”, or other investments that address affordability.

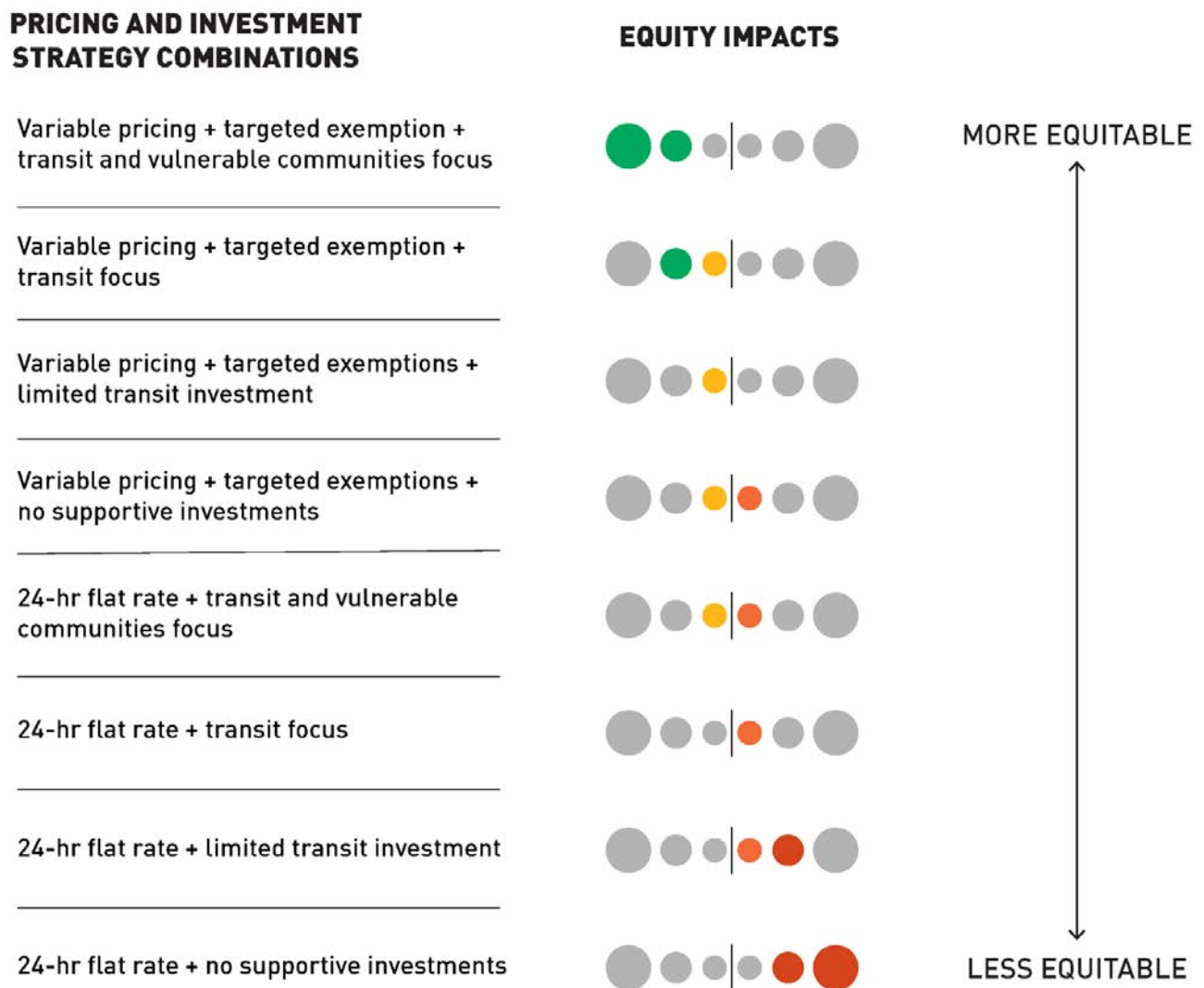
³ The City of Portland has identified a high crash network of streets and intersections, and has prioritized funding that will improve safety on these streets, with an objective of eliminating traffic deaths and serious injuries. See <https://www.portland.gov/transportation/vision-zero/high-crash-network> for more information.

Transportation Wallet for Residents of Affordable Housing

Portland Bureau of Transportation (PBOT) in late 2018, started developing and implementing a pilot project that creates an incentive package for people living in existing affordable housing sites to access free transportation options, which includes transit passes, microtransit, and rideshare credits. This package is called Transportation Wallet and is being administered by PBOT in partnership with seven community organizations to up to 500 residents in selected housing developments.

The biggest determinant of whether a congestion pricing program improves equity is how the program is designed—who benefits, how people are charged, and how revenue from congestion pricing strategies is spent. A pricing program with the same charge can *improve* or *harm* equity depending on how it deals with affordability, the places it improves, and the type and locations of investments. An example of how this can be is shown as Figure 3 below.

Figure 3 Program Design Impact on Equity Outcomes



What are the steps to create an equitable pricing study?

It is critical that congestion pricing projects go above the legal minimum protections and procedures, including the National Environmental Policy Act (NEPA), and move from a harm reduction approach to an equity advancement approach. Released in 2019, TransForm's *Pricing Roads, Advancing Equity* report and toolkit is helping inform congestion pricing strategies and projects up and down the west coast, from Seattle to Los Angeles. The report and toolkit lay out a structure for agencies to consider when planning for pricing, including the five steps outlined in **Table 2**. TransForm's five steps mirror elements of other equity and tolling best practices, including the Governmental Alliance for Racial Equity's (GARE) *Racial Equity Toolkit*, the City of Portland Office of Equity and Human Rights *Racial Equity Toolkit Worksheet*, and the National Cooperative Highway Research Program's (NCHRP), *Assessing the Environmental Justice Effects of Toll Implementation or Rate Changes*. Best practices are also outlined in Figure 4.

Table 2 Steps to Consider when Planning for Pricing

TransForm's Pricing Roads, Advancing Equity Five Steps	NCHRP Tolling Assessment Steps	GARE Racial Equity Toolkit Steps & Questions	City of Portland Racial Equity Toolkit Worksheet Steps
1. Identify Who, What, and Where	1. Frame the Project 2. Identify the Applicable Requirements Governing Decisions 3. Recognize the Relevant Decision-Makers and Stakeholders	1. Proposal: What is the policy, program, practice, or budget decision under consideration? What are the desired results and outcomes? 2. Data: What's the data? What do the data tell us? 3. Community engagement: How have communities been engaged? Are there opportunities to expand engagement?	1. Set Equitable Outcomes 2. Collect and Analyze Data 3. Understand the Historical Context 4. Engage those most Impacted
2. Define Equity Outcome and Performance Indicators	4. Scope Approach to Measure and Address Impacts	See #1 "Proposal" above	See #1 "Set Equitable Outcomes" above
3. Determining Benefits and Burdens	5. Conduct Impact Analysis and Measurement	4. Analysis and strategies: Who will benefit from or be burdened by your proposal? What are your strategies for advancing racial equity or mitigating unintended consequences?	See #2 "Collect and Analyze Data" above
4. Choose Programs that Advance Transportation Equity	6. Identify and Assess Mitigation Strategies	See #4 "Analysis and Strategies" above	5. Develop Racially Equitable Strategies and Refine Outcomes 6. Implement Changes

Table 2 Steps to Consider when Planning for Pricing

TransForm's Pricing Roads, Advancing Equity Five Steps	NCHRP Tolling Assessment Steps	GARE Racial Equity Toolkit Steps & Questions	City of Portland Racial Equity Toolkit Worksheet Steps
5. Provide Accountable Feedback and Evaluation	7. Document Results for Decision Makers and the Public 8. Conduct Post-Implementation Monitoring	5. Accountability and communication: How will you ensure accountability, affordability, communicate, and evaluate results? 6. Implementation: What is your plan for implementation?	7. Evaluate/ Accountability/ Report Back

The following steps should be considered when designing an equitable pricing assessment, study, plan, or project.

Identify who, what, and where. One of the first steps in an equitable study or project is to scope out different project/program alternatives, their location, and the populations of concern that may be affected by the project or program.

1. **Who** are the populations of concern in the project/plan area - people with disabilities, immigrant populations, people of color, people experiencing low income?
2. **What** are the potential pricing programs?
3. **Where** are the pricing programs located, particularly in relation to populations of concern? **Where** do populations of concern live, work, and travel in the project/study area? **Where** are the destinations within the project area that populations of concern frequent?

Engage and partner with representatives of impacted communities each step of the way. In order to build trust and best inform project and study outcomes, it's critical to meaningfully engage and partner with representatives of historically excluded and impacted communities in the study/project/program area(s). This can take the form of the establishment of an equity stakeholder committee (including stipends to value participants' time), hiring consultants or community engagement liaisons with deep ties and trust with impacted communities in the area, establishing a participatory budgeting process for the investment of net toll revenues, and funding community based organizations in the area to directly engage their communities and serve as an additional sounding board for key questions along the arch of the planning process.

Define equity and establish equitable goals and objectives. With substantial community input and collaboration with representatives of impacted communities, agencies should gain consensus on equity definitions and to establish the equitable direction for the project, program, or study. It is important to be as explicit as possible. For example, is the goal to avoid further harm to historically impacted communities, to rectify historic injustices, or to build trust in communities that have been excluded and undervalued in past transportation decision making?

Define Equity Outcome and Performance Indicators. The next step is to identify and commit to equity indicators to assess the benefits and burdens of pricing. Measurable indicators can and should

be established for both outcome equity (such as affordability, access to opportunity, community health) and process equity (community engagement) indicators.

Figure 4 An Equity Framework for Road Pricing



1. Process equity:

- *Public participation:* As noted above, focused engagement of historically excluded and impacted communities is fundamental to reaching equitable outcomes for any project or plan. Agencies can select indicators to measure process equity - the degree to which equitable community engagement is achieved.

2. Outcome equity:

- *Affordability:* Affordability naturally looms large when discussing congestion pricing. Agencies should identify indicators to assess the potential affordability implications on different

demographics and geographies, such as low-income drivers who live and/or work in areas without good transportation options, urban transit users, and businesses and delivery services.

- *Access to opportunity:* Theoretically congestion pricing should create less congestion, thereby increasing access and reliability to jobs and other needs. But this is not always the case everywhere it is applied, nor are the access benefits evenly distributed. For example, the Roadway scenarios saw diversion of trips from the highway to the local arterial network to avoid paying the toll – the greater the toll, the greater the diversion. Diversion created congestion on some routes. Agencies can choose indicators to study the employment and education access implications of populations of concern by various modes.
- *Community health:* Congestion pricing can have positive and negative impacts on communities with longstanding health disparities. Agencies can select health and safety indicators to study the implications on populations of concern - positive & negative.

Analyze benefits and burdens. Once indicators have been selected, agencies should conduct the necessary assessments to identify the extent to which the identified populations of concern are impacted by project or program alternatives. Special attention should be placed on travelers by geography, mode, and demographics of interest. As agencies plan for the assessment process, it's important to ask the following questions:

- To what extent can the required analytical/assessment processes and tools accomplish what is needed in order to identify whether or not and to what degree the project or program is advancing equity?
- What additional analytical/assessment processes and tools are needed in order to bridge any gaps?
- How many rounds of analysis/assessment are needed to provide the greatest level of clarity and assurance about the implications of various programs and strategies?

Program and strategy selection. The program and strategy selection stage may naturally be where the greatest community interest is likely to emerge over the course of the process. The assessment phase preceding the selection phase should shed light on which pricing programs are most likely to advance equity. The assessment phase should also provide some sense of the kinds of strategies that may be able to further increase benefits and reduce harm to communities and populations at a historic and current disadvantage. At this point in the process, selection of a pricing program and associated pricing strategies should take place, depending on the degree of community support. Which package of congestion pricing program(s) and revenue reinvestment strategies do impacted communities prefer?

Accountable feedback and evaluation. A project or program is not over after the ribbon cutting ceremony. Pricing programs and projects offer the opportunity to continue to make changes over time in response to changing conditions and community priorities. Agencies should continue to monitor, assess, report back, obtain input, and modify over time to achieve equitable outcomes, focusing on fostering transparency and building trust with impacted communities. If, for example, a pricing project or program is not hitting the mark on affordability indicators/metrics, this provides an opportunity for the responsible agency to revisit the program approach and revenue reinvestment strategies in consultation with impacted community residents and stakeholders.

How does revenue reinvestment help advance equity?

As opposed to other traffic reduction and transit improvement projects and programs, congestion pricing has the virtue of being able to produce surplus revenues that can be reinvested for strategic purposes, including equity goals and objectives. In combination with careful selection and geographic placement of the pricing strategy/program, pricing revenue investments on geographies or populations at a disadvantage may lead to net benefits for communities and populations at a disadvantage. The step of reinvesting revenue with an equity focus is critical. Increasing travel options, creating new connections, and prioritizing affordable modes can support equity, but strategies must be informed by community members. Pricing also offers the ability to provide exemptions, rebates, and discounts, for example to persons experiencing low income - something that taxes generally cannot do. Revenue reinvestment also provides the opportunity to democratize spending, providing input opportunities and even direct decision-making power on how to spend pricing revenues with impacted communities and stakeholders (such as through participatory budgeting).

In depth analysis with modeling and mapping can show the geographies where benefits and impacts are likely to occur with a project. This analysis can help project implementers to understand where to focus investments (and outreach) and what types of investments make sense to improve equity. For example, if a roadway toll results in drivers diverting to a nearby arterial to avoid the charge, the project could look at the type of investments that could reduce the negative impacts to that arterial. Agencies and communities will need to strike a balance between affordability programs and the kinds of strategies that can best increase access to opportunity, mode shift, improve community health/safety, or other desirable outcomes. Examples of the kind of equitable programs and strategies that could be funded by pricing revenues can be found in Figure 5.

Figure 5 Sample Strategies to Advance an Equity Agenda

Strategy	Examples
 Affordability and Driver Assistance	Driver Discounts, Caps, and Exemptions, such as: • Free or discounted transponders • Toll discounts or credits for low-income households • Exemptions for people with disabilities • No tolls during off-peak hours Cash Payments for those without credit cards or bank accounts Transit Discounts, such as: • ORCA LIFT transit discounts • Subsidized bike and car share memberships or rides
 Greater Mobility Options and Safer Active Transportation Networks	Improved Transit Service, including: • New routes to more destinations • Faster, more reliable service • Improved stations/stops Carpool and Vanpool Programs, such as: • Carpool matching services • New vanpool routes Pedestrian/Bike Improvements, including: • Improved pedestrian network • Improved bicycle network • Pedestrian-scale lighting Emerging Mobility Options, such as: • Bike share • Car share • Creative use of rideshare services to connect to transit • Shuttles • Carpool apps and programs
 Programs for Seniors and People with Disabilities	Accessible Information, such as senior help lines and materials Targeted Transit/Shuttle Routes
 Healthier Communities	Encourage Clean Air Vehicles, through strategies such as: • Credits for drivers • Purchase clean transit vehicles

Equity and Transportation Funding and Investments in the Portland Metro Region

Funding, Investments, Benefits and Burdens, and Restrictions

Transportation funding and revenue allocation reinforces inequity in Oregon today. Many people worry that congestion pricing will hurt those least able to pay. However, our current system is inequitable. Not only are transportation funding sources regressive, but spending is also focused on automobile infrastructure over other transportation modes, as shown in Figure 4 below. Gas taxes rates are a fixed amount per gallon regardless of a driver's ability to pay, and motor vehicle fees in Oregon are not correlated to a motorist's income nor the value of the vehicle.

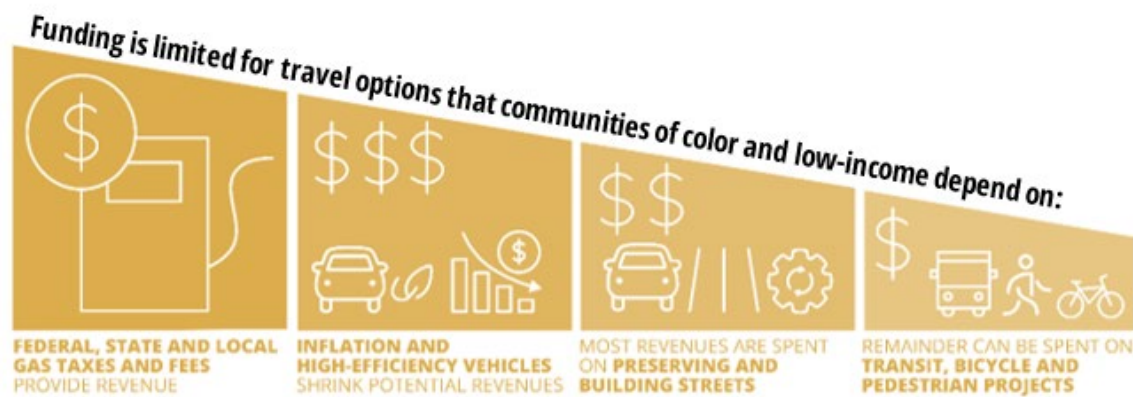
According to ODOT, the agency will collect over \$5.3 billion in total revenue during the 2017-2019 biennium: 23 percent of the funds coming from the federal government and 77 percent coming from state sources. Federal funds come from the Highway Trust Fund which attains 84 percent of its revenue from gas taxes. State funding sources include state fuels tax, taxes on heavy trucks, driver and motor vehicle fees, and bond proceeds and Certificates of Participation.

These funding sources are regressive. Gas taxes rates are a fixed amount per gallon regardless of a driver's ability to pay. In addition, motor vehicle fees in Oregon are not correlated to a motorist's income nor the value of the vehicle.

About \$1 billion (19 percent) of total revenue flowing through ODOT is distributed to Oregon cities, counties, and other agencies. This leaves about \$3.94 billion remaining for ODOT's 2017–2019 biennial operating budget and ending balance. Figure 6 below illustrates the disparities that exist between revenues generated in total, and those that can be spent on non-automobile related investments.

This focus favors those with more means and encourages driving. It reinforces inequity with spending focused on auto infrastructure. The current structure will not achieve the region's urgent climate and equity goals. In addition, health impacts from high automobile reliance disproportionately harm BIPOC and low-income communities. Low-income people spend a much higher percentage of their income on transportation than high income earners. As it functions today, the current funding and spending system will not help the region meet its equity and climate goals.

Figure 6 Inequities within Today's System



The Highway Division accounts for about two-thirds, or about \$2 billion, of ODOT's 2017–2019 legislatively approved budget. The division spends its resources on maintaining the highway system, bridge and pavement preservation projects, adding capacity to highways, and bicycle/pedestrian projects (Source: ODOT).

Revenue Investments and Inequity

The perception that everyone benefits or benefits equally from “free” roads not being priced is a misconception. Car-focused spending of transportation dollars favors people that can afford to purchase and maintain a private car and who drive more.

Roadway-focused spending disproportionately benefit white people and those that have more means. In the Portland Metro area, people of color are more likely to rely on transit, walking, and carpooling. Nearly 20% of African American households, 14% of Latino households, and 13% of Asian households live without a car (Source: Metro 2018 RTP). In addition, racial minorities are four times more likely than whites to rely on transit for their work commute.⁴ Low-income people, disabled people, and seniors are also much more likely to rely on transit.

Government provision of free roads and auto infrastructure acts like a matching grant, whereby those that can afford to own and operate a car are given the benefit. Those that cannot afford auto ownership or that are unable to drive, do not receive the same benefit.

Transportation investments that focus on transit, walking, and biking infrastructure, especially if targeted to areas with concentrations of transportation disadvantaged groups can improve equity. Figure 7 demonstrates equity impacts of different investment strategies.

Figure 7 Revenue Investment Equity Matrix

REVENUE INVESTMENT EQUITY MATRIX	
INVESTMENT STRATEGY	EQUITY IMPACTS
Road expansion	Does not add more affordable options.
Mix of road expansion and transit	Some drivers can shift to new, more affordable modes. Transit users also benefit.
Transit, walking, and bike infrastructure with targeted carpool, vanpool, and new mobility options where needed	Allows greater shift to more affordable and sustainable modes.
Transit, walking, and bike infrastructure with an intensive focus on vulnerable communities	Significant expansion of commute options and a reduction in user costs (if fares are reduced on transit and other mobility options).

Source: TransForm

Transportation Cost Burden

The transportation cost burden reflects the amount of household income that is spent on transportation-related expenses. Transportation-related expenses include the cost to own and operate a vehicle (including maintenance), to ride transit, and to own and maintain a bicycle. The transportation cost burden is typically around 20% of a household's income. In the Portland region, this ranges from 10% - 35% of a household's income and is directly correlated with income status. The lowest income households spend more than 1/3 of their salary on transportation, whereas those with

⁴ Oregon Household Activity Survey, 2011

the highest incomes spend closer to 1/10 of their salary on transportation. This is illustrated in Figure 8 below.

There are also public health impacts correlated with race and income status. In the Portland region, the 10 lowest income and 10 highest minority neighborhoods experience more exposure to toxic air than the average neighborhood⁵.

Figure 8 Inequitable Transportation Cost Burden



Potential Limitations on the Use of Revenues

The use of revenue generated from a congestion pricing program may be subject to legal limits at the state and/or federal level. In May 1980, Measure 1 passed. The specific Oregon constitutional language states “[...] **use of revenue from taxes on motor vehicle use and fuel [...] shall be used exclusively for the construction, reconstruction, improvement, repair, maintenance, operation and use of public highways, roads, streets and roadside rest areas in this state**” (Article IX Section 3a). This provision *may* place limits on spending from a congestion pricing program depending on whether the different types of congestion pricing are deemed to be a tax or a fee. Based on past practices, the limit is unlikely to apply to parking charges. However, it is unclear how the other pricing tools may be affected.

Metro also assessed which items the Highway Trust Fund dollars could be spent on. There is some uncertainty regarding restrictions that would need to be explored as program or project efforts moved forward.

How to Create Holistic Projects within this Potential Limitation

Potential spending limitations do not have to get in the way of a holistic approach to solving transportation problems when implementing congestion pricing. Based on best practices research and input from pricing experts, congestion pricing projects should incorporate an in-depth analysis of potential benefits and impacts for the project early on. Then, the congestion pricing project *itself* can be defined to include investments that address impacts and bring about improvements to safety, equity, climate, and mobility. That could include any strategy that addresses concerns that are not listed as eligible for funding based on creating a project that works for the region.

⁵ 2012 Portland Air Toxics Solutions Committee Report and Recommendations, Oregon Department of Environmental Quality.

2.2 Equity in the Regional Transportation Plan

The Regional Congestion Pricing Study (RCPS) is a technical analysis that was identified in the 2018 Regional Transportation Plan (RTP) as an implementation action. Metro's leadership has long recognized the importance of pairing investments in transportation capacity building with travel demand management tools. Consequently, Chapter Eight of the RTP directed staff to conduct an analysis to understand the ability for different congestion pricing tools to help the region meet its priorities: addressing congestion/mobility, addressing climate, addressing equity, and addressing safety.

The RTP was created with over three years of extensive engagement to identify priorities and needed analysis. Therefore, the RCPS focused on the technical analysis of potential outcomes of different types of pricing as they would function in the Portland area, based on its specific land use and transportation system. Engagement was focused on getting input on the proposed methods of analysis and indicators of success – outcome equity rather than process equity. The next steps for the region, proposing projects or developing policy around the technical findings, should feature a deeper level of engagement.

The RCPS used transportation modeling to assess benefits and impacts for different types of congestion pricing; in particular, whether these tools could help the region meet its priorities. These benefits and impacts were assessed for the equity focus areas in comparison to the region to better understand potential unintended consequences resulting from congestion pricing. The details of these findings are included in Chapter 5: Scenario Modeling Overview & Findings.

2.3 Equity Measures Included in the RCPS Effort

Equity was a central tenet to the RCPS analysis. The analysis started with a review of the region's current transportation system (see Chapter 3). It is acknowledged that the transportation network is not equitable and continues to reinforce inequity through the taxing system in how revenues are collected and spent. Furthermore, the RCPS analysis explored what access looks like specifically for the equity focus areas within the Portland Metropolitan Region, and for specific transportation disadvantaged groups. There is agreement that congestion pricing is a tool that could improve equity if implemented correctly. Best practices and input from equity stakeholders/experts are important and are established in this Chapter. The Chapter also documents those equity outcomes featured in the RCPS methodology and analysis, as well as guidance from equity experts at CORE, EMAC, and the POEM Task Force consulted as part of the RCPS effort.

The equity analysis relied on research and analysis and input from experts in the field with experience addressing equity as a part of congestion pricing programs and methods for obtaining meaningful feedback from often marginalized communities. In addition, the Metro team reached out to three groups with equity expertise in the region for feedback on the methodology: Metro's CORE, the City of Portland's POEM Task Force, and ODOT's EMAC.

The Metro team explained that primary indicators of whether a program is equitable are focused on how a program is designed. The same pricing project (i.e., \$3.00 toll to drive on a road) can have vastly different equity impacts depending on these considerations:

- Is affordability built into the program?
- Are there caps or discounts for key populations? Do they take into account the ability to pay or the accessibility of alternatives to driving? Who is paying and how much?
- Where are the revenues invested? (i.e., are they invested in key neighborhoods with equity issues or that are impacted negatively by the new charges?)
- Are they invested in transit, pedestrian facilities, or transit that disproportionately serve marginalized groups?
- Are they invested in senior and disabled services or targeted to other key groups?
- Who benefits?
- Is the pricing program designed to target the mobility benefits and/or air quality benefits to populations and areas that have been historically marginalized?

The analysis of different pricing scenarios was not iterative and did not dive into how the program elements around equity would be addressed within a project. Rather, the RCPS used available technical tools to understand potential benefits and areas of concern by modeling and mapping different pricing scenarios. This was done by testing different pricing strategies against baseline conditions and other potential strategies, assessing performance with the Portland region's land use and transportation system to see what the outcomes would be for the general population and key groups, and incorporating feedback from Equity Stakeholders and Experts. The technical tools used for this effort included Metro's travel demand model, Metro's Multiple Criteria Evaluation tool, GIS, and Census data.

RCPS methods to assess equity performance of different pricing scenarios included:

- Applying best practices when conducting the analysis;
- Crafting recommendations for any future projects and policies to incorporate best practices;
- Reaching out to equity groups for feedback on methods and gather feedback;
- Using Metro's regional transportation model to demonstrate how congestion pricing tools can perform in our region with our land use and our transportation system;
- Comparing different pricing scenarios' performance relative to each other and to a baseline scenario from the RTP (the 2027 Financially-Constrained Scenario);
- Analyzing model outputs that demonstrate equity – primarily improvements to access to jobs via transit and automobile; and
- Generating maps that show changes in transportation costs and mobility benefits geographically distributed through the Metropolitan Planning Area (MPA).

Metro produced several maps including:

- Changes in travel costs for residents (increased or decreased costs) relative to the base scenario for census tracts;
- Changes in access to jobs by transit from the census tracts relative to the base scenario (45-minute access);

- Changes in access to jobs via automobile for census tracts relative to the base scenario (30-minute access); and
- Overlays of the equity focus areas to demonstrate whether pricing scenarios result in impacts or benefits for key populations of concern.

The analysis also measured whether there were improvements in access to community places⁶ that provide key services and/or daily needs. For this high-level review, Metro did not delve deeper into census data and mapping that could be predictive of equity impacts – such as potential impacts and benefits to households with disabilities, elderly populations, or other potential transportation considerations. An actual pricing project would be expected to perform an in-depth assessment of the benefits or impacts to these groups and determine if it was appropriate to modify the design of the project or introduce mitigations for negative impacts such as fee discounts or caps for key groups or geographies, or investments in infrastructure or services that would improve transportation benefits for negatively impacted groups.

Table 3 shows the performance measures used to assess how well different pricing tolls performed relative to the four regional priorities.

Table 3 RTP Priorities and Performance Measures

2018 RTP Priority	Outcome Being Measured	Performance Measures Proposed for RCPS (All measures except safety are outputs from Metro's Regional Transportation Model)
Equity	• Accessibility	• Access to jobs (emphasis on middle-wage) • Access to community places
Safety	• Eliminate fatal & severe injury crashes for all modes of travel	• Level of investment in improvements that address fatalities and serious injuries on high injury corridors or roadways experiencing diversion (safety countermeasures)
Climate Change	• Reduce emissions from vehicles	• Percent reduction of greenhouse gases per capita • Percent reduction of criteria pollutants and transportation air toxics • Percent reduction of vehicle miles traveled per capita • Shift in travel behavior
Traffic Congestion	• Multimodal travel times • Mode split/shift • Mode miles traveled (e.g., person miles traveled, vehicle miles traveled)	• Travel time between regional origin-destination pairs during mid-day and evening commute hour peak by mode of travel (e.g., auto, transit) • Mode split for single-occupancy vehicles • System-wide number of miles traveled (total and share of overall travel) by different modes of travel • Avg weekday transit boardings for all transit service providers (e.g., TriMet, SMART, C-TRAN and Portland Streetcar, Inc.)

⁶ Community places, for purposes of this analysis, included hospitals and other medical services, civic places, such as post offices, churches, social services, libraries, schools and colleges, financial institutions, such as banks and credit unions, grocery stores, and essential retail services, such as hardware stores, pharmacies and laundry services.

2.4 Targeted Engagement with Equity Stakeholders and Experts

Metro reached out to three groups with expertise in equity: Metro’s CORE, the City of Portland’s POEM Task Force, and ODOT’s EMAC to discuss and receive feedback on the RCPS methods for assessing equity benefits and impacts.

Metro met with the entire CORE group to introduce the RCPS in September 2020, and then with a subset of the CORE to discuss methods in more depth in December 2020; with a subgroup of the POEM Task Force in December, and with the EMAC in February 2021.

Metro shared the technical nature of the study to understand the outcome equity of different types of pricing. Staff also shared that a program would need to be designed to address equity by building affordability into a pricing program (potential discounts and exemptions), focusing revenue on equity outcomes (key neighborhoods, transit/bike/pedestrian facilities, and senior and disabled services), and targeting pricing benefits to key locations (mobility benefits and air quality).

Metro reviewed the RCPS methods to assess benefits and impacts to equity by focusing access to jobs and community places and transportation costs. These benefits and impacts would be mapped and how they impacted EFAs would be compared to how they impacted the general region. In addition, the study would assess travel times, costs, mode shift, and congestion, and reductions in emissions and pollutants.

The groups discussed these items and generally agreed that the metrics and focus on the geographic distribution of benefits and costs were helpful to understand pricing tools’ performance. The groups also agreed that an actual project/program would need to conduct a much more detailed analysis. Finally, they agreed that the current system is inequitable.

Key themes heard from the groups:

- Go beyond a toolkit
- Community must be engaged throughout projects;
- Design scenarios to address barriers
- Promises made for equity are not guaranteed
 - How can we ensure targeted revenue, discounts, etc. are carried out?
- Pricing should be paired with an access strategy;
- Access to jobs, education, and community services;
- Public health should be considered –*emissions helpful, but there is more*;
- Focus on the future state we want then assess where the benefits occur;
- Concern that wealthier drivers will just pay the toll and continue business as usual;
- Focus on using revenues to make alternative transportation and transit more viable for BIPOC and low-income communities (ex. “transportation wallet”);
- Concern over potentially disparate impacts

- o BIPOC and low-income residents, especially those who commute off-peak and to multiple jobs;
- o Suburban/rural areas versus urban areas that are less car dependent;
- Issues with car culture/difficulty in using transit/privacy concerns;
- How can a pricing project increase equity rather than “do no harm”?
- How will COVID / work from home change commute patterns and needs?
- Interest in continuing the conversation.
- Establish post-deployment monitoring.

How should Metro and its partners engage equity focus areas in the process in future phases of study?

During the planning process, the agency should identify the equity focus areas (census tracts that represent communities where the rate of people of color (POC) or people with limited English proficiency (LEP) is greater than the regional average or people with low income) that exist within the Portland region. These are the communities that should be included in discussions with Metro and its partners to evaluate the impacts of congestion pricing. While doing this, the agency can engage and form partnerships with neighborhoods, community leaders, and community organizations to address any concerns such as affordability, access to opportunities, and community health.

In addition, resources should be provided to lower income communities and neighborhoods that are in the vicinity of roadways being considered in pricing scenarios. Some potential resources for these communities should include introducing programs to dedicate pricing revenues to affordability programs for low-income auto-users, public transit improvements, and bicycle and pedestrian improvements in communities faced with heavy congestion and health disparities.

Based on the best practices and analysis, the community engagement for upcoming efforts should be focused on communities of color and individuals with different languages and different levels of English proficiency that would potentially be disproportionately impacted by transportation projects which feature congestion pricing. Best practices would be to invite community members to join the planning process during the early stages of the project and work with community leaders who can be advocates for the communities that they represent. Community-based organizations can serve as an effective liaison for reaching communities of color. There are *many* diverse community and ethnic groups in the region; including the Bhutanese, Nepali, Micronesian, Chuukese, Malaysian, Singaporean, Syrian, Thai, Filipinos, Indian, indigenous, and African groups that are usually underrepresented during the community engagement process. To engage these groups further, working with ethnic media outlets may encourage more ethnic groups to be involved and to stay well-informed during the planning process. As with other best practices, ethnic media should be engaged early in the planning process.

Community organizations that should be included in future outreach:

1. Pacific-islander Asian Family Center & Immigrant and Refugee Community
2. African House
3. Slavic Center
4. Asian Health Center
5. Lutheran Church
6. Catholic Charity
7. Latino Network
8. Urban League
9. Asian Pacific American Network of Oregon
10. Neighborhood Associations
11. Japan-America Society of Oregon
12. Japanese American Citizens League
13. Japanese American Museum of Oregon (formally known as Oregon Nikkei Legacy center)
14. Chinese American Citizens Alliance-Portland Lodge
15. Chinese Consolidated Benevolent Association
16. The Filipino American Association of Portland & Vicinity

Throughout the early planning phases, Metro and its partners should solicit advice from community leaders and liaisons to craft key messages that are culturally relevant and sensitive. Some people of color have fluent English proficiency, whereas others will have limited English proficiency (LEP).

Once relationships with communities and community leaders have been established, Metro and its partners can continue to work with trusted community leaders to engage with other community members who may be less informed about the effort. Additional opportunities for community participation such as speaking and engaging at local events and gatherings and reaching out to student populations is encouraged to increase the level of participation.

Main takeaways for public outreach to communities of color are to:

- Be mindful of the public's interest
- Build long-term and meaningful relationships
- Ensure that the information being discussed is easy to understand
- Provide ample time for community members to participate

3 A QUICK LOOK AT THE SYSTEM TODAY

The current transportation system in the Metro region, in Oregon, and across the United States is not equitable and continues to reinforce inequity through the taxing system in how revenues are collected and spent. This section explores today's transportation funding sources, funding restrictions, and access to jobs for the region's equity focus areas.

3.1 Mapping Access to Opportunity via Auto and Transit

A first step in the RCPS was to analyze the current conditions of the transportation system. Several indicators, such as access to jobs by transit, equity focus areas, and low-income residents, help to document how the transportation system is currently serving people in Portland. These indicators help to frame the technical analysis results and what the influence of a congestion pricing program could be on the region in Chapter 5.

Equity Focus Areas

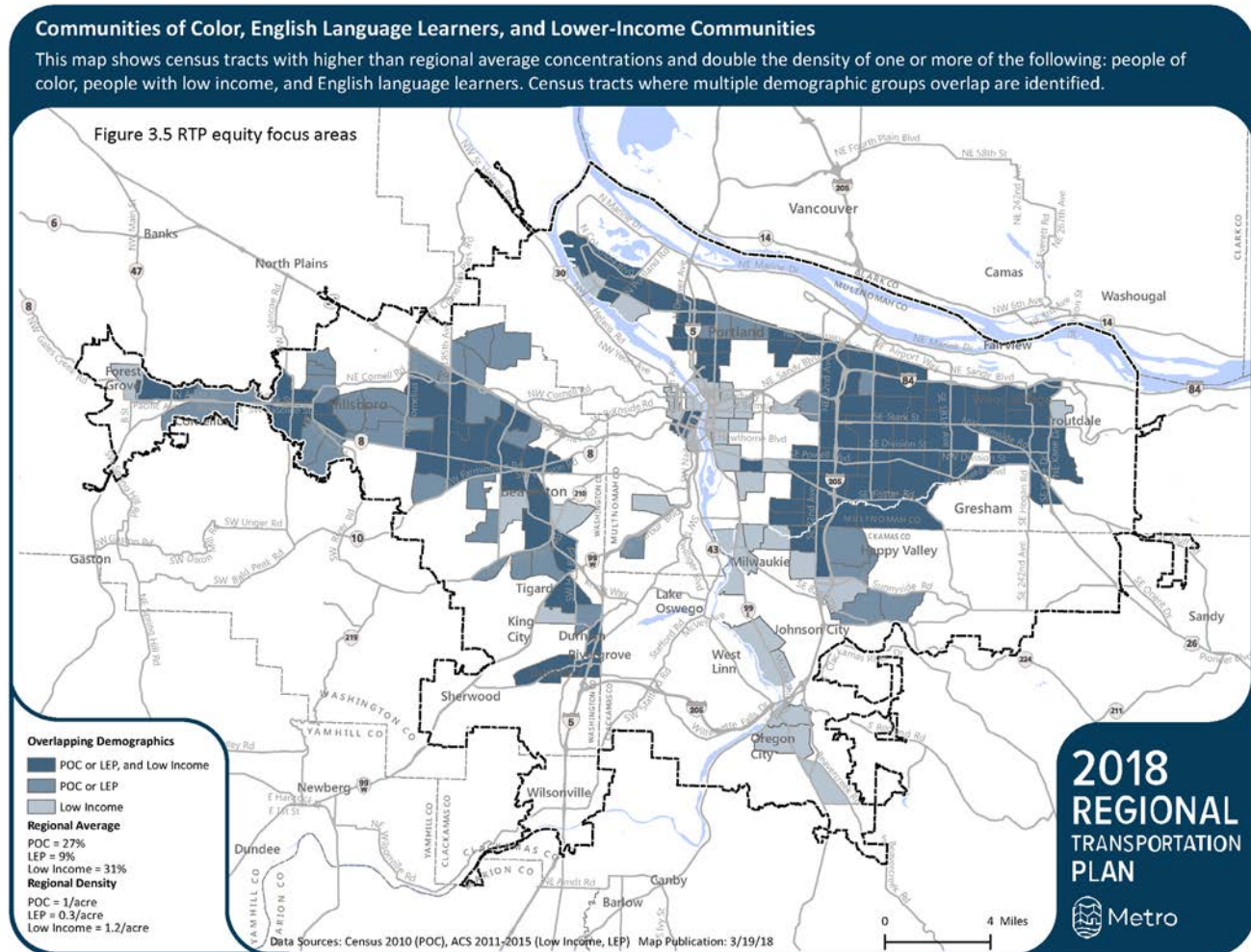
As part of the 2018 RTP equity analysis, Metro identified equity focus areas (EFAs), which are census tracts with high concentrations of people of color, people in poverty and people with limited English proficiency. **Table 4** indicates the thresholds used for identifying EFAs, while Figure 9 displays the locations of EFAs within the region. These EFAs were used to help analyze scenarios tested as part of this study. More in-depth analysis of benefits and impacts would be necessary before implementing a pricing program. Other congestion pricing studies or projects may study impacts to EFA populations, or to additional populations as appropriate.

Table 4 Equity Focus Areas

Community	Geography Threshold
People of Color	The census tracts which are above the regional rate for people of color (28.6%) AND the census tract has twice (2x) the population density of the regional average (regional average is 1.1 person per acre).
People in Poverty	The census tracts which are above the regional rate for low-income households (28.5%) AND the census tract has twice (2x) the population density of the regional average (regional average is 1.1 person per acre).
People with Limited English Proficiency	The census tracts which are above the regional rate for limited English proficiency speakers (7.9%) AND the census tract has twice (2x) the population density of the regional average (regional average is .3 person per acre).

Source: Metro, 2018 RTP transportation equity work group

Figure 9 RTP Equity Focus Areas



Job Access (Auto) – Equity Considerations

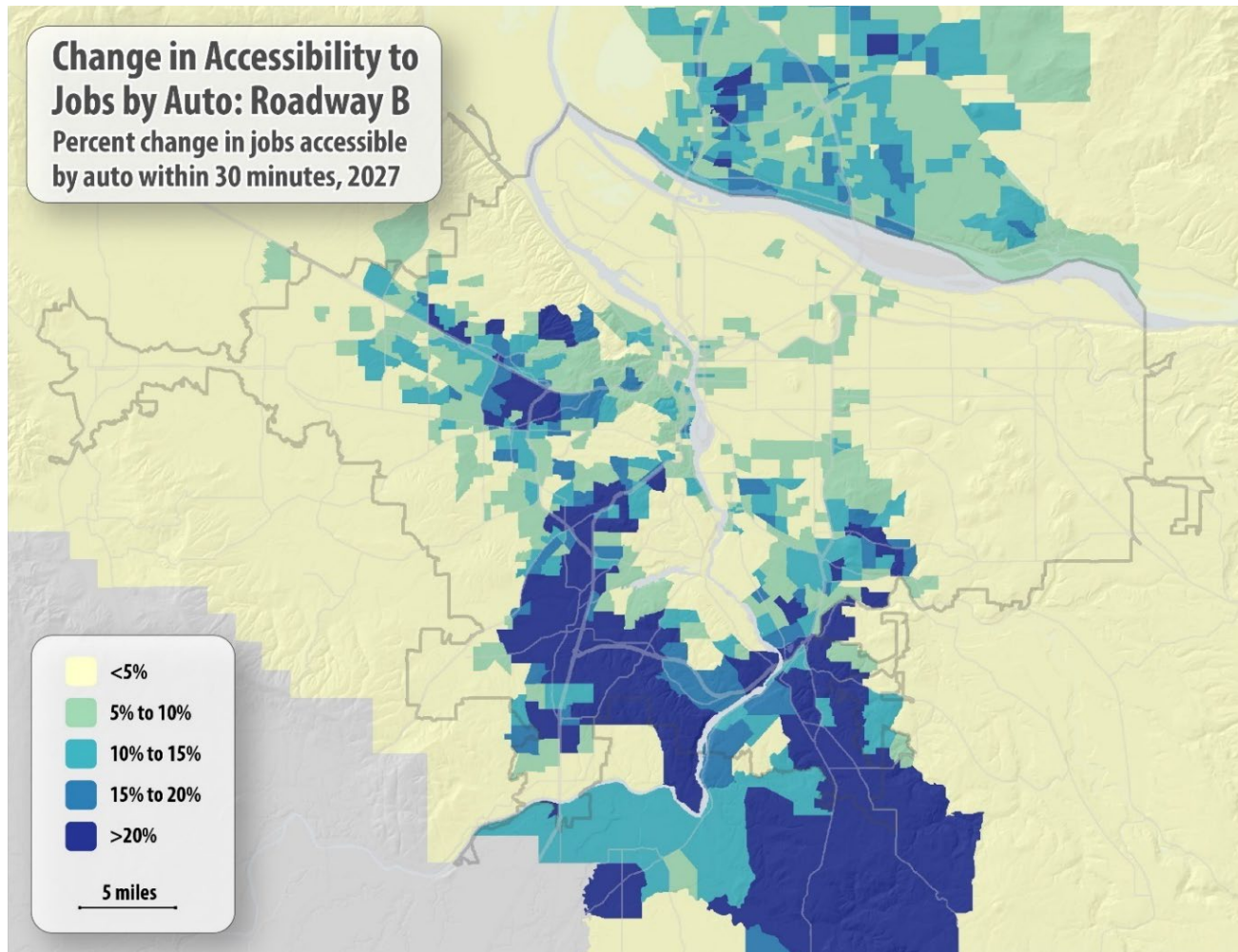
The Metro RCPS analyzed eight different pricing scenarios. To understand impacts and benefits from the scenarios the project team mapped the changes in access to jobs and cost to travel by Transportation Analysis Zone (TAZ). These data were then combined in a third bivariate map to demonstrate how benefits and costs are distributed across the Metropolitan Planning Area. In addition, equity focus areas were overlaid on the bivariate maps to understand the potential impacts to some equity populations.

This section provides an example of a detailed equity analysis based on the modeling results. This example is for the Roadway B scenario, in which all freeways and limited-access highways within the Metropolitan Planning Area were tolled. The full set of maps for the other scenarios is included as Appendix D.

- Access to jobs by auto generally improved in areas close to the tolled throughways. The Access to Jobs by Auto map (Figure 10) reflects the change in the number of jobs that *could* be accessed by drivers by geographic area due purely to travel time changes on roadways.

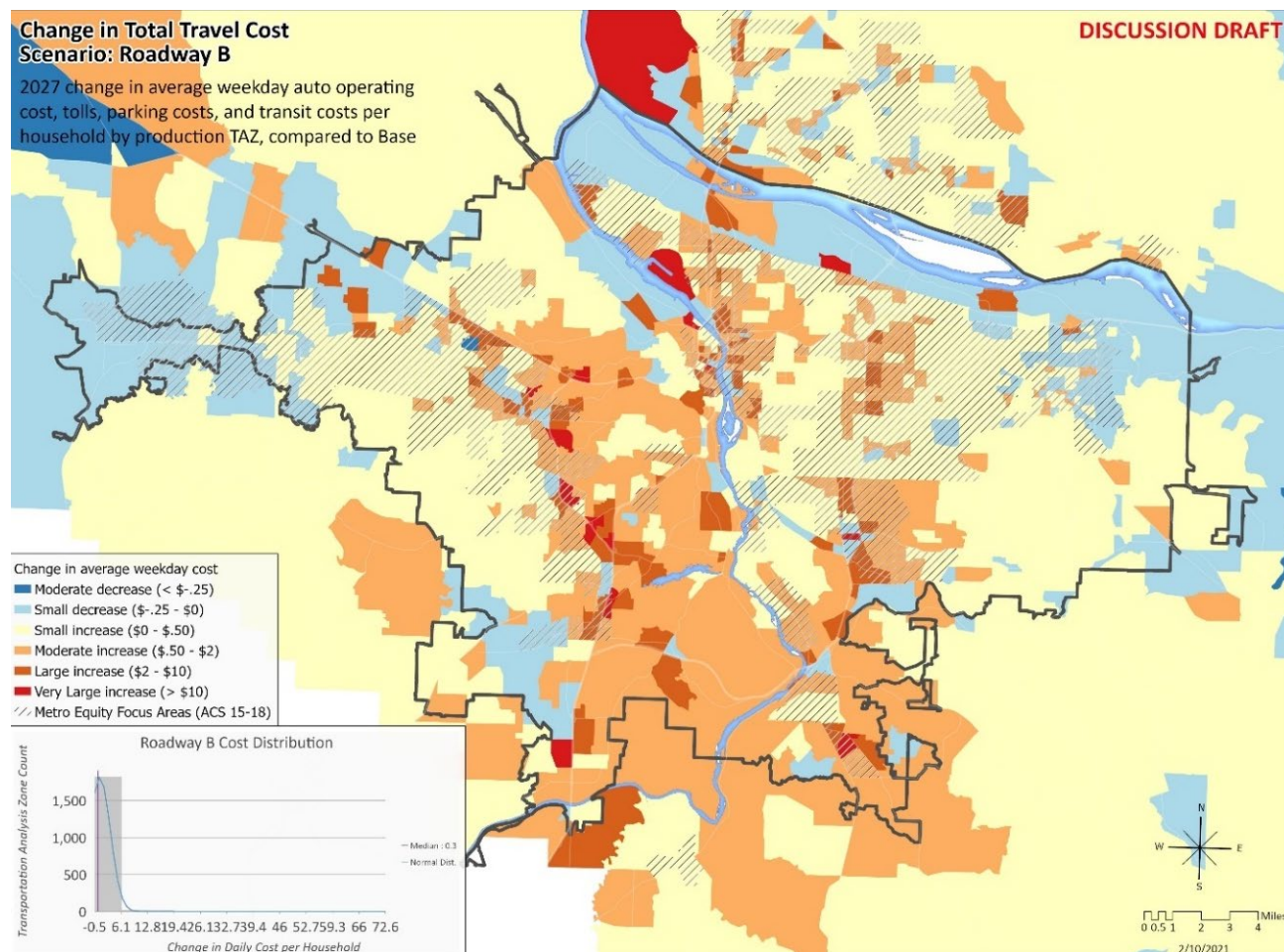
- Due to the *cost* of travel on the tolled roadways some commuters would choose not to take the fastest route. Modelled tolls on throughways caused a reduction of auto volumes on those roads as some drivers changed their routes, chose different modes, or chose different destinations to avoid tolls.
- Areas along US-26, OR-217, I-5 south of downtown Portland and I-205 showed improved access to jobs, as did Clark County, where access to jobs in Portland improved with faster travel on I-5 and I-205.
- Areas near I-5 in Oregon north of downtown Portland and near I-84 showed minimal change despite their proximity to tolled freeways. These areas already had good access to many jobs in multiple directions—although the faster travel times on throughways increased the number of jobs available to drivers here, the *percentage* changed was not particularly high. These areas include many EFAs.
- Overall, Equity Focus Areas did not benefit as much from improved auto access compared to non-EFA's from every pricing scenario studied, including the Roadway B scenario.
- Areas further from tolled throughways tended to experience worse access to jobs by auto, which include some EFA areas. With fewer options of using the faster tolled roadways and competing with traffic on arterials that diverted from those tolled roadways, commuters here experienced somewhat slower travel by autos and transit.
- A clear exception is in the area southeast of Oregon City, which showed high increases in jobs accessibility. This indicates that – while not near a large number of jobs – most of the jobs accessed from here are reached by freeway, so improvements in travel time on freeways result in a larger than average increase in the percent of jobs accessible.

Figure 10 Jobs Accessible by Auto



Similarly, the costs were also higher for commuters in areas nearest the freeways. The Change in Total Travel Costs map (Figure 11) reflects the travel choices made by modeled commuters, accounting for travel time *and* cost. In areas near tolled throughways, commuters tended to choose driving and paying a toll to benefit from the faster freeway travel times. This pattern is most evident along OR-217, US 26, I-5, and I-205. Commuters in areas further away from the tolled facilities would have fewer opportunities to benefit from faster throughways but would still have to contend with more traffic on arterials due to diversion from throughways, slowing their commutes and increasing their auto operating costs. These commuters also tended to have the fewest transportation alternatives.

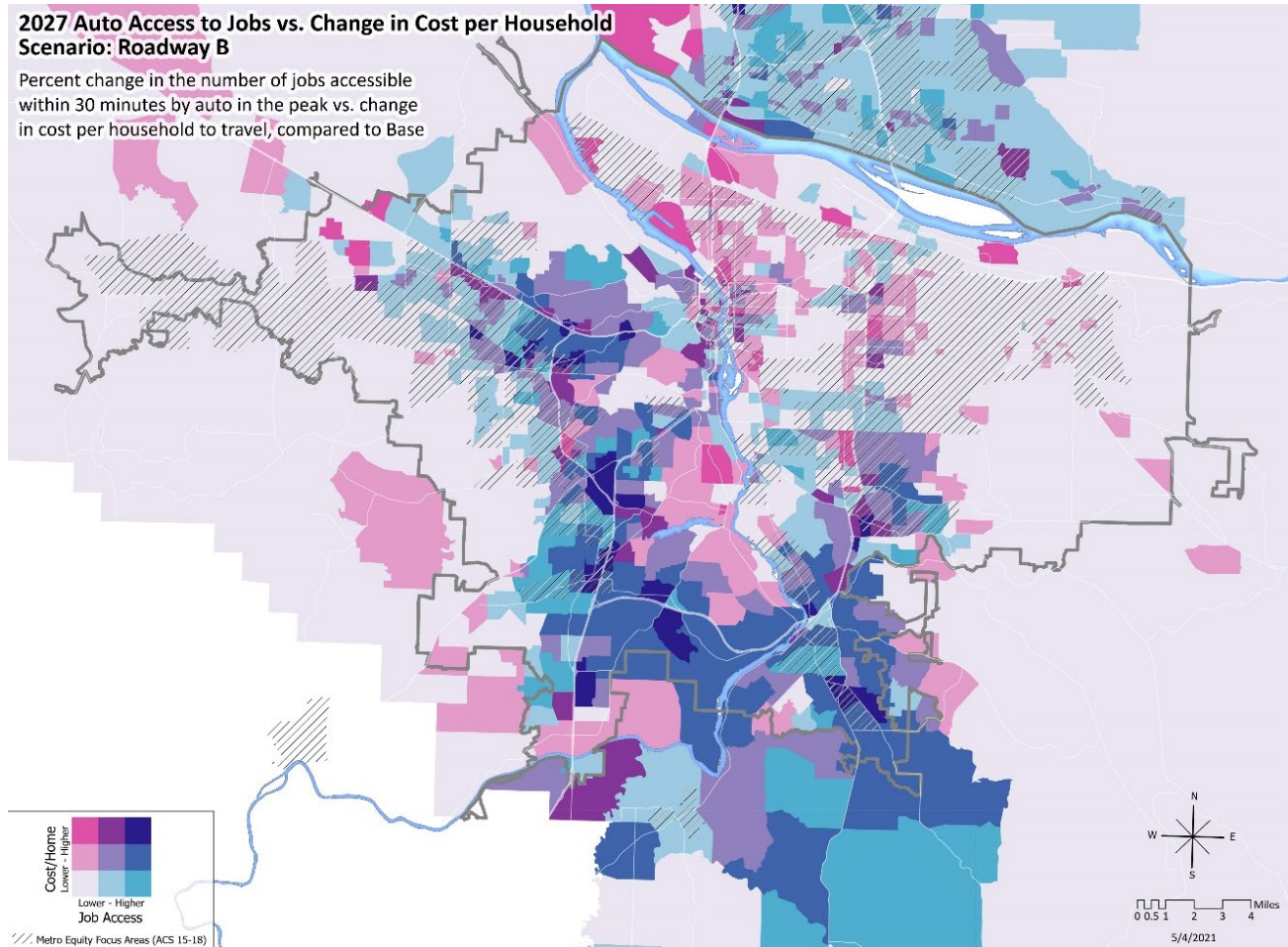
Figure 11 Change in Total Travel Cost



Auto Access to Jobs vs Change in Cost per Household

The map in Figure 12 combines the modelled access to jobs by auto with the total travel costs for Roadway B. Areas with higher costs and the most improvement in jobs accessibility were again generally along throughways—especially along US 26, OR-217, I-5 south of Portland, I-205, and in Clark County. Commuters in areas away from freeways experienced a combination of higher costs and less improvement in jobs access by auto, as they didn’t benefit as much from the faster travel on tolled roads but endured higher traffic from diversion that slowed their routes on arterials. These areas also tended to be further away from jobs and had fewer alternatives to driving. Commuters in areas in North and Northeast Portland and the east Multnomah County, despite their proximity to tolled throughways, experienced higher costs without high improvements in auto accessibility to jobs, again likely due to the already high number of jobs available to them before tolling.

Figure 12 Auto Access to Jobs vs Costs



Freeway and highway toll implementation requires special consideration to areas where commuters experience a combination of little travel time benefit and higher costs, yet who also have fewer choices and live further from jobs. Commuters in these areas could be assisted by improvements in the bus network, such as bus only lanes on busy arterials or increased transit frequencies, though these are often the locations where expansion of transit is most costly and difficult. Further exploration of origin-destination jobs data could provide an understanding of where commuters in these areas work and allow for more targeted transit investments and other efficient and affordable mobility strategies. Low-income commuters in these areas could also be provided with discounts or exemptions to mitigate these impacts. Additionally, a tolling program could be designed with variable pricing, where trips made off-peak have lower or no tolls, while trips during the peak experience higher tolls. Particularly in east Multnomah County and Clackamas County, census data shows that a higher proportion of the population commutes outside of traditional peak hours; a lower off-peak toll would mean that these commuters might not be as negatively impacted by a tolling program.

Summary of Other Pricing Scenarios

VMT Scenarios: Costs were higher in every area of the region as all auto trips were charged, and especially higher in more rural areas where trips were longer and where there were fewer alternatives to driving available. Access to jobs improved for all areas as well, with the highest percentage increase

south and west of downtown Portland. In East Portland and eastern Multnomah County, the percent increases were less as jobs accessibility was high to begin with. As a result, these areas experienced a combination of higher costs without significant improvement in jobs access, especially concerning because some of these areas encompass many equity focus areas.

Cordon Scenarios: Areas inside the cordon boundary experienced lower costs and higher jobs access because of the decreasing traffic within the cordon as drivers avoided through trips and diverted to throughways and arterials adjacent to the corridor. This diversion slowed traffic in areas just outside of the cordon, causing higher costs and lower jobs accessibility. A few scattered areas away from the cordon, mainly along throughways such as Highway 217, US 26, and I-5, experienced higher costs and less jobs accessibility, suggesting many drivers here chose to pay the fee to enter the cordon, or travel the more congested freeways near or across downtown, resulting in higher operating costs.

Parking Scenarios: Parking Scenario A showed very little change in jobs accessibility or costs throughout the region. Parking Scenario B showed little change in jobs accessibility as travel times to employment areas were not significantly impacted with increased parking charges but showed some improvement in costs in downtown Portland and nearby surrounding areas. These locations have good transit service, so parking charges could be easily avoided. Of all scenarios, Parking B had the largest increase in transit ridership. In eastern Multnomah County, and areas of Washington and Clackamas Counties west and southwest of downtown, costs rose, suggesting that fewer drivers who pay to park switched to transit. Transit service that serves employment areas may not be as easy to access for people living in these locations. Equity focus areas did not benefit as much as non-equity focus areas. Equity focus areas showed a smaller percent increase in jobs accessible by auto than non-equity focus areas.

Considerations

This mapping exercise demonstrates the importance for projects and programs to thoroughly analyze data to understand where the benefits (like access and travel time improvements) and costs (like financial costs and increased traffic congestion on nearby streets) are concentrated. This will allow a project to:

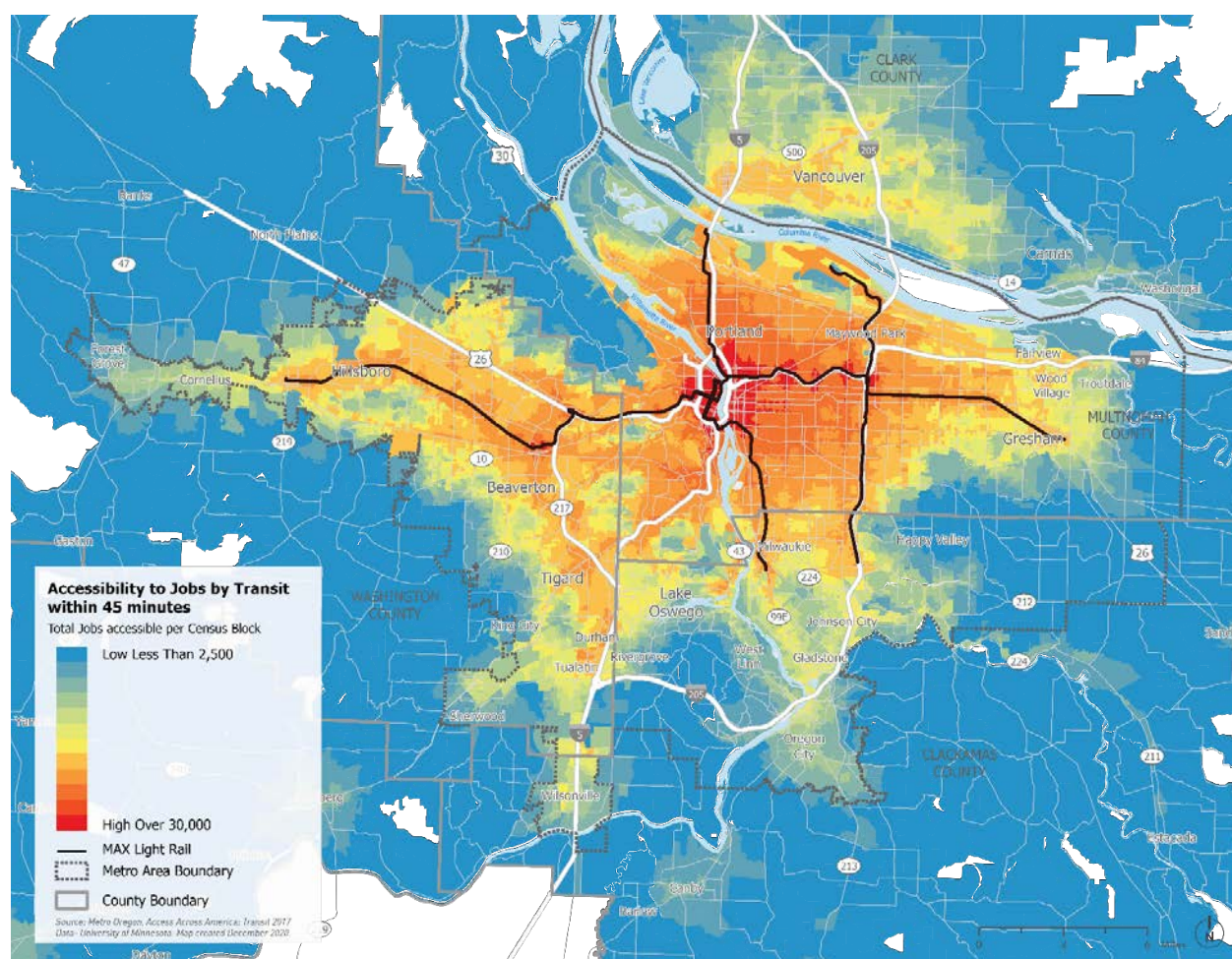
- Adjust the project design to maximize benefits and minimize impacts
- Identify geographic distribution of benefits, impacts, and costs (who is affected? Where are there impacts?) Benefits can be targeted to areas that have been disadvantaged
- Address costs and impacts
- Build affordability into the program --discounts or caps to vulnerable groups or impacted areas

Revenue can be focused on equity and addressing impacts. For example, diversion onto nearby streets resulting in more traffic could be addressed with safety improvements or transit improvements.

Job Access (Transit) – Equity Considerations

Access to jobs via transit is one of the best ways to understand overall economic access and ability to rely on transit as the main means of mobility⁷. The number of accessible jobs within a set time frame also measures the strength of the transit network at any given location. This is because it measures the speed of transit as well as where transit services from that area go, and which other services are accessible via transferring. Transit access to jobs with 45 minutes during the A.M. peak correlates directly with access to the MAX Light Rail (see Figure 13). Because the light rail network is fast, frequent, and oriented to Downtown Portland (which is both the region's major job center and where transfer opportunities are highest), areas adjacent to this network have the highest job access via transit. Figure 13 displays 2017 data and is a product of the University of Minnesota Accessibility Observatory, which collects data about transit access for the 50 largest metropolitan areas in the U.S.⁸

Figure 13 Accessibility to Jobs by Transit (2017)



⁷ Community places include hospitals and other medical services, civic places such as post offices, churches, social services, libraries, schools and colleges, financial institutions, grocery stores, and essential retail services such as hardware stores, pharmacies, and laundry services.

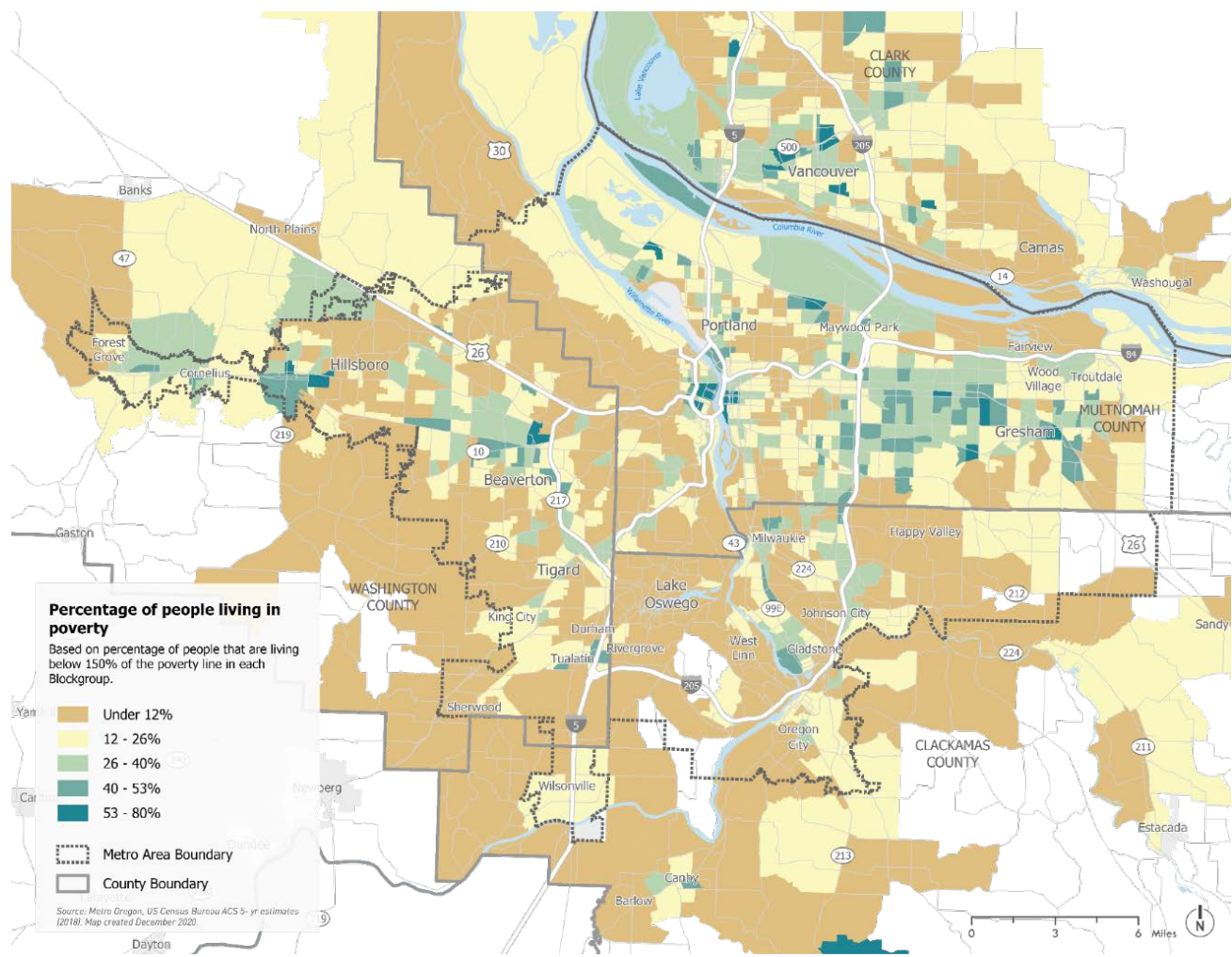
⁸ Owen, Andrew; Murphy, Brendan. (2020). Access Across America: Transit 2018 Data. Retrieved from the Data Repository for the University of Minnesota, <https://doi.org/10.13020/jnek-yh07>.

Low-Income Residents

Low-income residents are one of the three populations used to identify EFAs. They merit particular consideration with congestion pricing because they have fewer resources to put toward transportation-related costs. Figure 14 displays the percentage of people living in poverty (at or below 150% of the poverty line) according to the 2015-2019 ACS. All areas in blue have poverty rates above the area mean. Areas with high poverty rates include:

- Downtown Portland
- North Portland
- Outer East Side and Gresham
- Beaverton
- Hillsdale
- Hillsboro
- Vancouver
- Clackamas County

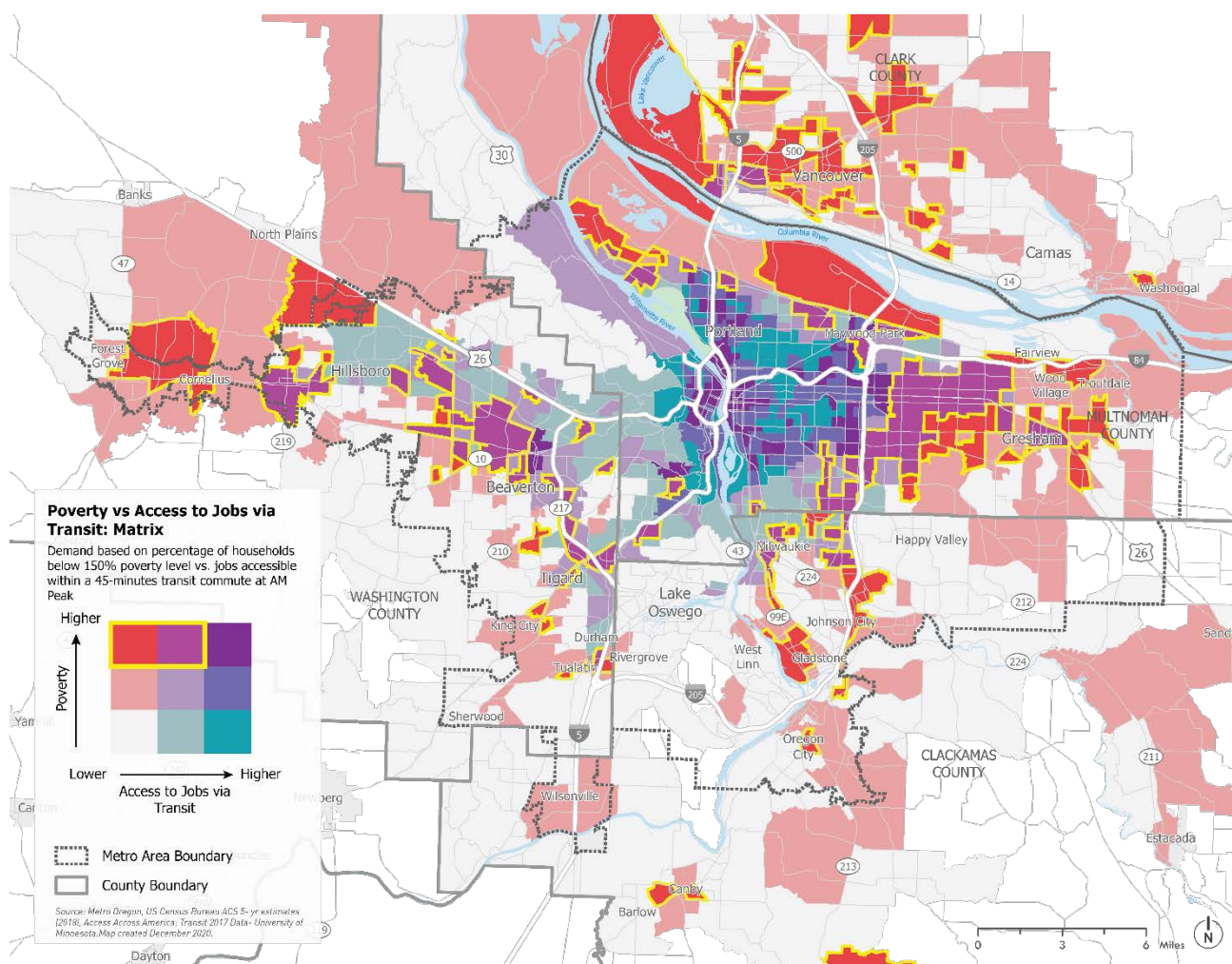
Figure 14 Percentage of People Living in Poverty (2018)



Poverty Versus Access to Jobs via Transit

Comparing the number of jobs accessible within 45 minutes by transit to areas with high proportions of low-income residents reveals where residents with high transit needs are underserved compared to the region (see Figure 15). While downtown Portland, north Portland, and parts of east Portland have high poverty rates, they also have high levels of transit access. Areas in red and purple outlined by yellow are where transit access is low or moderate and poverty levels are high, which appear mainly in outer east Portland, Gresham, Beaverton, Vancouver, and Clackamas County. The areas that are grey or light blue have lower transit access, but also lower rates of poverty, meaning residents are more likely to have resources to put toward transportation. Targeted efforts to increase transit access in areas with high poverty rates and low transit access could greatly improve the economic integration of these areas.

Figure 15 **Poverty vs Access to Jobs via Transit: Matrix**

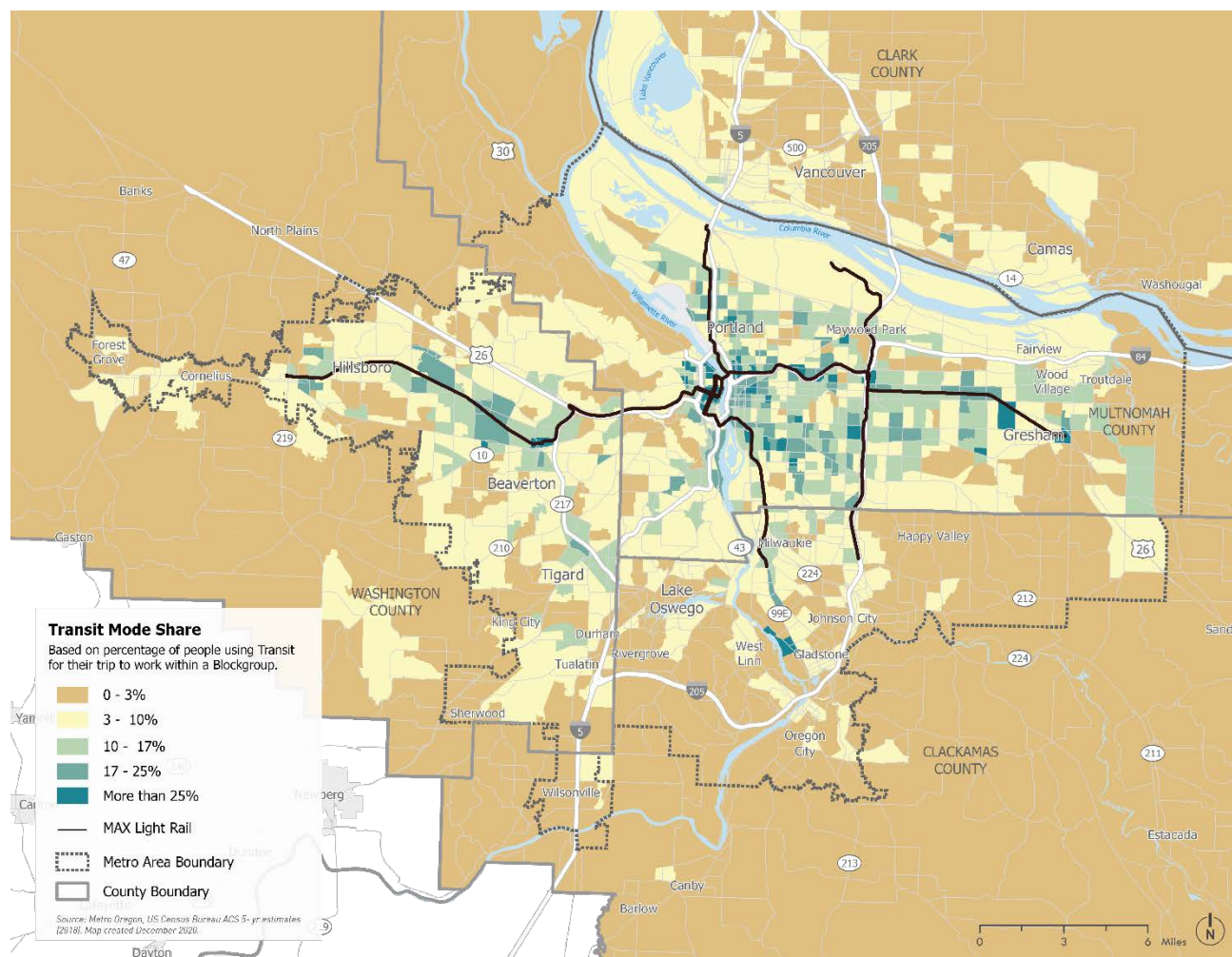


Transit Mode Share

The percentage of transit commuters varies broadly across the study area (see Figure 16). Similar to most major cities in the United States, transit mode share is highest in downtown and the surrounding areas. This is due to both appropriate land use for high transit ridership and high transit access. Transit

use is also above average (represented by blue areas on the map) in north Portland, outer east Portland, Gresham, Beaverton, and Hillsboro.

Figure 16 Transit Mode Share (2018)

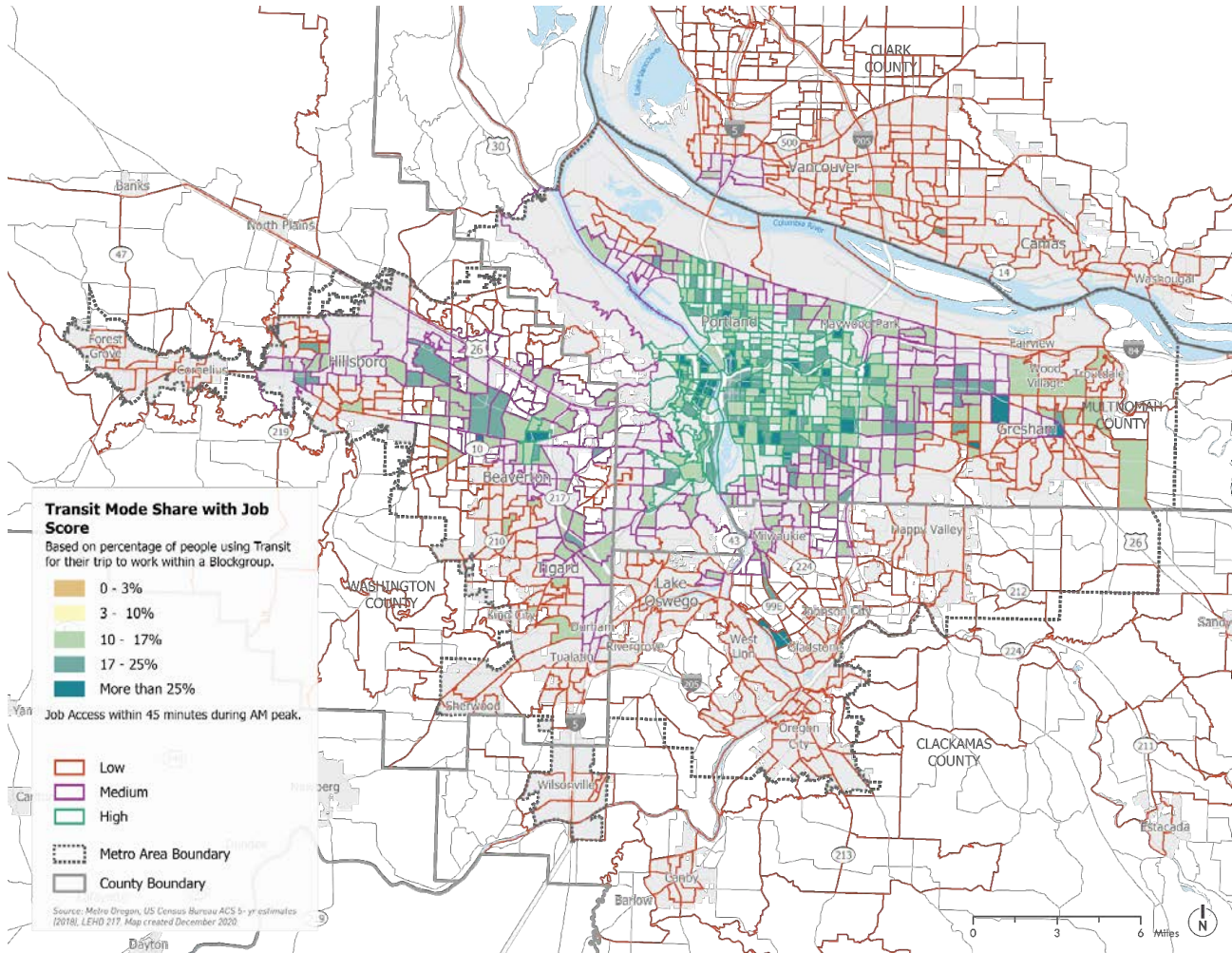


Transit Mode Share with Job Score

Figure 17 displays areas with higher-than-average transit mode shares in blue. This is directly compared to job accessibility within 45 minutes broken into high, medium, and low based on the difference from the average (standard deviation). Most of the areas with high transit access (green outlines) also have above average transit mode share for commuters. This correlation indicates that where transit is best, high rates of commuters are using it. However, there are some areas in the region that have medium or low transit access and still have higher than average transit mode share. These include parts of outer east Portland, Gresham, Beaverton, and Hillsboro.

All the listed areas were also shown to have higher than average levels of poverty. This indicates that the high levels of transit use in these areas is due to transit need, not transit quality. This analysis could be used to help to prioritize transit improvements that help those riders who need it most, but currently have poorer access to transit.

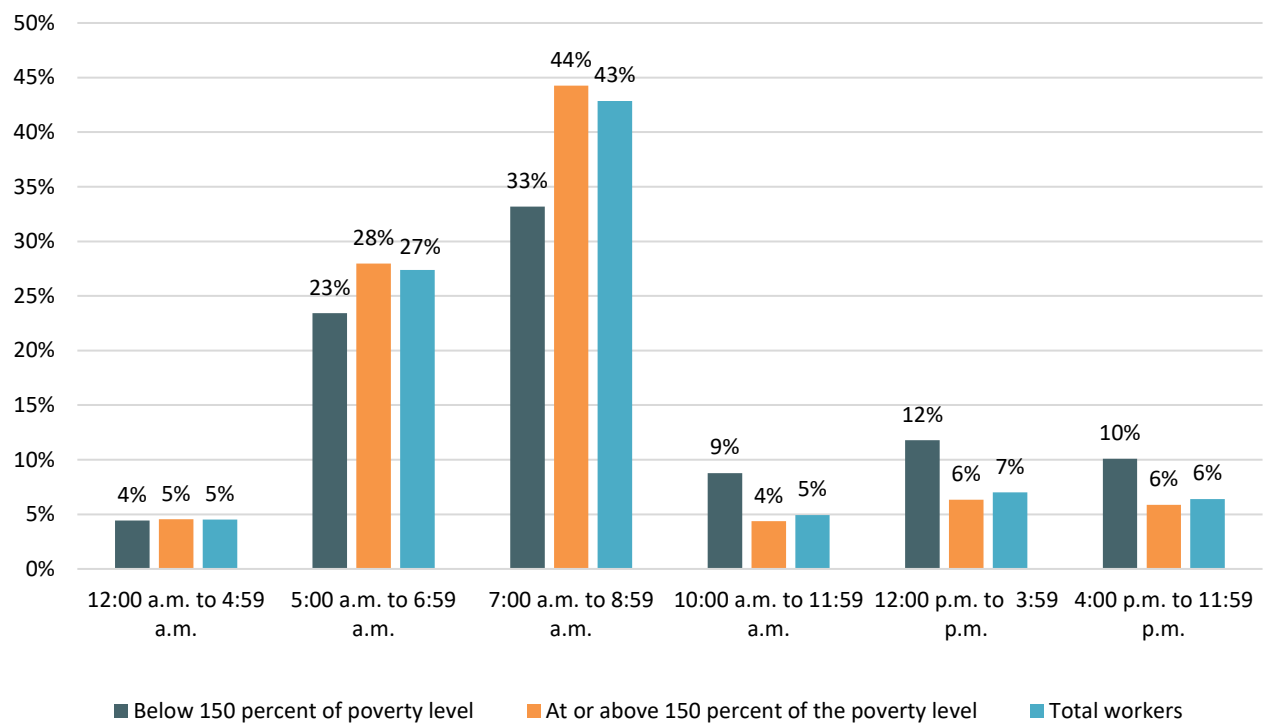
Figure 17 Transit Mode Share (2018) with Job Score



Time Leaving for Work

More frequent transit service is generally offered during traditional peak periods (7:00am - 9:00am and 4:00pm - 6:00pm) than off-peak periods. In the Metro area, 56% of transit routes have higher frequencies in the peak than during the off-peak period, or only run during peak periods. The remaining 44% of routes have the same frequencies during both peak and off-peak periods. Figure 18 shows that 43% of workers leave for work between 7:00am and 9:00am. This means 57% of workers do not benefit from the highest quality transit going both to and from work, assuming a 6–9-hour workday. Workers who commute outside of traditional peak periods are more likely to be low-income, partially because of the types of jobs low-income residents are more likely to work, like service jobs which don't usually conform to a traditional "9 to 5" schedule (see Figure 18). They are also more likely to have varying shifts that change day-to-day and week-to-week. This means they likely have variable transit travel times and service availability and can have more difficulty planning a reliable transit commute.

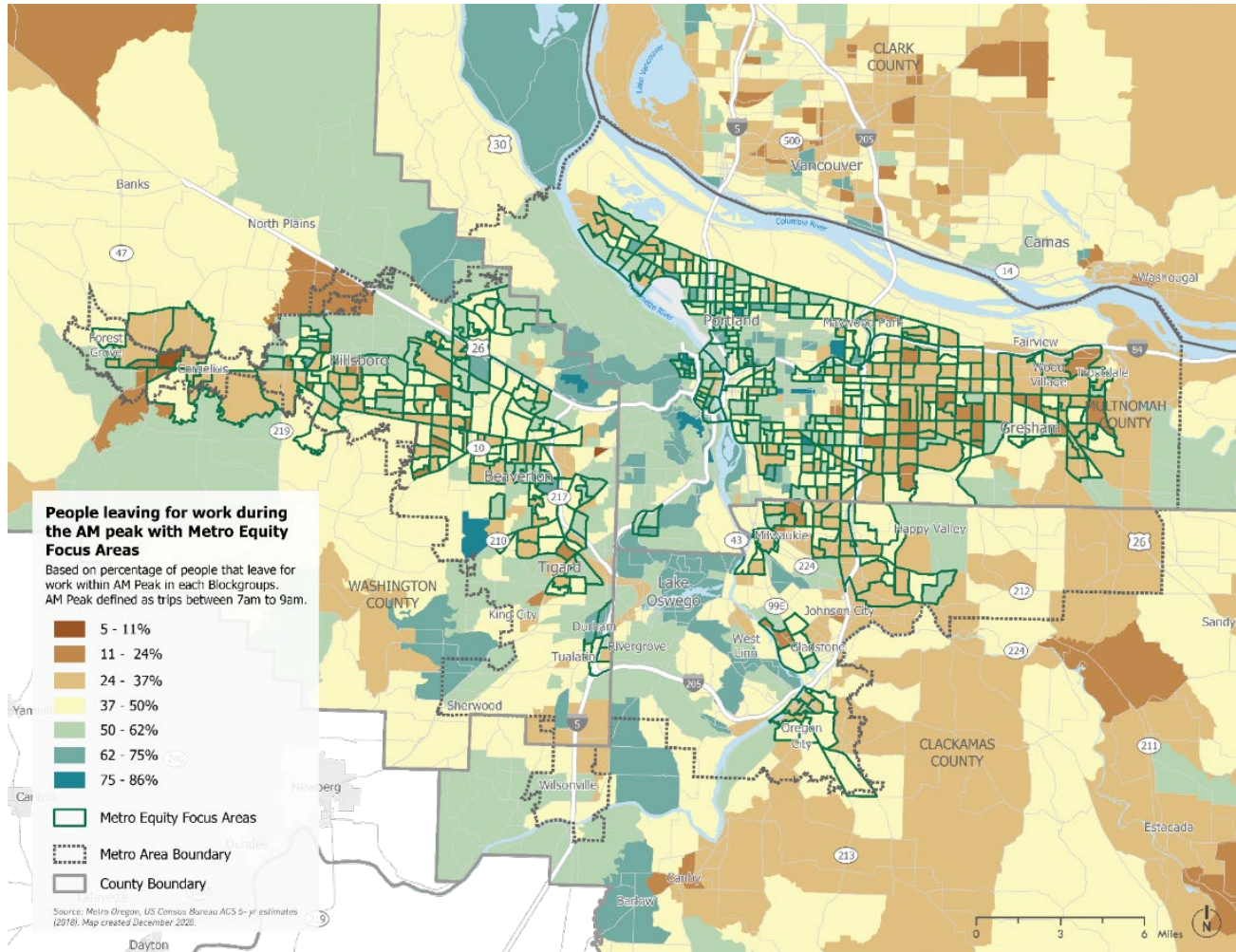
Figure 18 Time Leaving for Work by Poverty Level in Metro Area (2016)



U.S. Census Bureau CTPP 5-Year Estimates 2016 - Table A104200 Poverty Status by Time leaving home

When residents leave for work also varies largely by geography (see Figure 19). Areas in outer east Portland, Gresham, parts of Beaverton, Hillsboro, Clackamas County, and Vancouver all have low proportions of workers who leave during the AM peak, with some areas as low as 5 – 11%. Many of Metro’s EFAs have high concentrations of workers who leave outside of the AM peak. This relationship highlights that off-peak service quality is an equity concern.

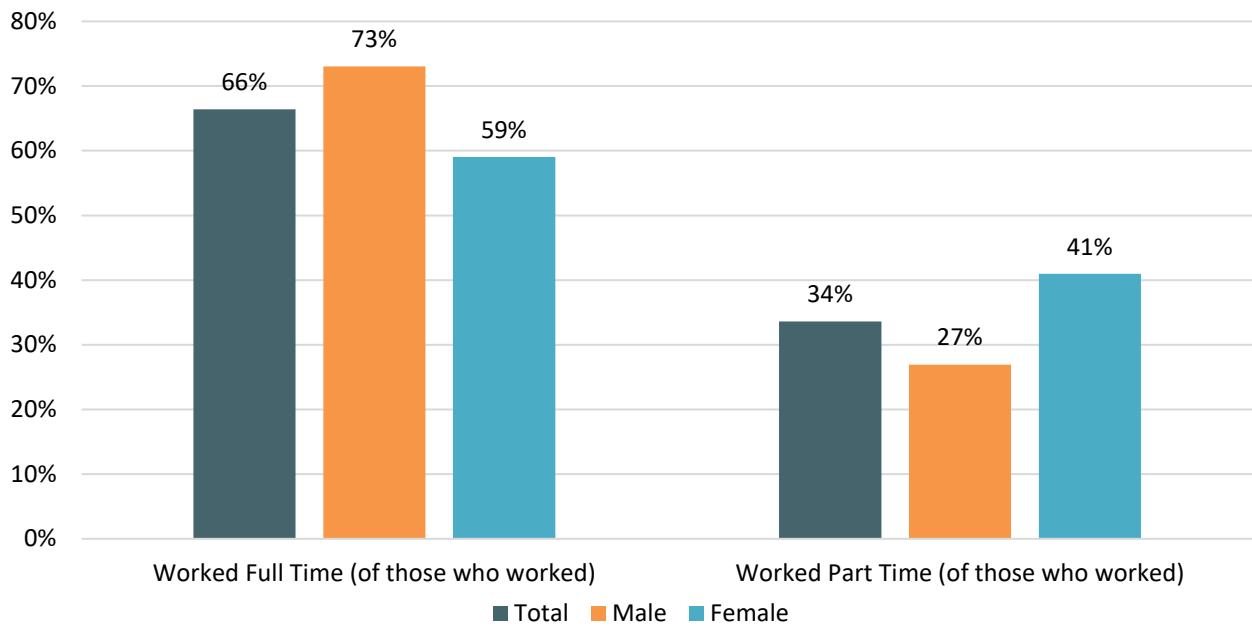
Figure 19 People leaving for work during the AM peak with Metro Equity Focus Areas



Because peak-period transit service is meant to accommodate an approximately eight-hour workday, it may pose challenges for part-time workers. Women are much more likely to work part-time than men and may be more negatively impacted by infrequent midday service (Figure 20). Women are also more likely to trip-chain, dropping off children at school, grocery shopping after work, or taking family members to medical appointments⁹. This means that non-work trips make up a greater proportion of women's trips overall, so travel outside of peak periods that is not work related is also impacted by lower frequencies.

⁹ [The Pink Tax on Transportation: Women's Challenges in Mobility \(2018\).](#)

Figure 20 Full Time Work Status in the Last 12 Months¹⁰ (2018)



U.S. Census Bureau ACS 5-Year Estimates 2018 - Table S2303 Work Status in the Past 12 Months

¹⁰ The American Community Survey only recognizes two genders (known in this dataset as sex). The display of these data according to a gender binary is not meant to exclude other genders but reflects these data limitations.

4 METHODOLOGY

Metro conducted in depth modeling and analysis to understand the potential performance of different types of pricing tools (VMT, cordon, parking, roadway) described below. Each phase of analysis documented the potential impact or benefit of the congestion pricing tools related to congestion, greenhouse gas emissions, equity considerations, and program implementation feasibility. While safety is a RTP priority, best practices and modeling tools indicate that addressing safety impacts should occur at a project scale based on a detailed analysis to understand where investments in safety improvements would be necessary to address any project-related safety concerns.

Methods included:

- Modeling and analysis (discussed in depth in Sections 4.1 and Chapter 5)
- Mapping the existing transportation conditions to demonstrate current issues with access and equity
- Research into the current transportation funding system, best practices for developing pricing program that addresses community needs; funding and implementation considerations for different types of pricing (Appendix A: Implementation Technical Paper)
- Gathering feedback from experts working on pricing projects throughout North America and Europe on the RCPS methods and findings, and lessons from their work (Appendix B: Summary of Expert Review Panel)
- Gathering feedback from equity experts on methods and measures for equity and how to best engage communities in the region in future phases of study (Chapter 1)

The technical findings are primarily documented in charts, maps, and tables using data derived from the Metro Travel Demand Model and Metro's Multi-Criterion Evaluation tool, which are described below. In some cases, data was analyzed in the context of Metro's EFAs, which are described in Section 4.2.

4.1 Modeling and Technical Analysis

Metro's travel demand model was used to evaluate the performance of different congestion pricing scenarios. This model is used in developing the RTP, other local transportation plans, and transit and traffic studies throughout the region. It is regularly reviewed by the Federal Highway Administration and the Federal Transit Administration to ensure it meets federal guidelines. This model uses information from Metro's Household Travel Behavior Study to understand how and why people travel, and applies those behaviors to expected future projected conditions, including projected population and employment, road networks, and transit networks and service.

Additionally, Metro's Multi-Criterion Evaluation (MCE) Tool was used to project the reduction of greenhouse gas emissions. The MCE Tool applies unit costs to motor vehicle emissions, which are derived by applying the Environmental Protection Agency's MOVES model rates for facility type, speed bin, pollutant, and year to the number of vehicle miles traveled (VMT) output produced by the travel demand model for each scenario.

4.2 Study Evaluation Criteria

Congestion pricing tools were evaluated based on whether they could help the region achieve its transportation priorities as laid out in the region's 2018 RTP. The 2018 RTP's four priorities are:

- Congestion – improve mobility
- Climate Change – reduce GHG emissions
- Equity – reduce disparity
- Safety – make progress toward Vision Zero

The travel demand model outputs address three of these priorities: equity, climate change, and congestion. However, this technical analysis does not directly address safety since the model does not project crashes. Instead, the study reviews safety in the context of revenue reinvestment and mitigations (see Chapter 6: Feasibility and Implementation Considerations). Table 5 shows the performance measures used to assess the other three RTP priorities.

Table 5 Regional Congestion Pricing Performance Measures

2018 RTP Priority	Performance Measure	Description
Equity	Job Access (Auto)	Number of jobs accessible by auto in a typical commute time (30 minutes) during the 2-hour PM peak
Equity	Job Access (Transit)	Number of jobs accessible by transit in a typical commute time (45 minutes) during the 2-hour PM peak
Equity	Access to Community Places (Auto)	Number of community places ¹ accessible by auto in typical travel time (20 minutes) during the 2-hour PM peak
Equity	Access to Community Places (Transit)	Number of community places ¹ accessible by transit in typical travel time (30 minutes) during the 2-hour PM peak
Equity & Congestion	Travel Time	Peak period travel time between select zone pairs
Climate	Percent Reduction of emissions	Reduction in tons of CO ₂ e, PM _{2.5} , PM ₁₀ , NO _x , and VOC
Climate & Congestion	Daily VMT	Vehicle miles traveled (daily)
Climate & Congestion	Drive Alone Rate	Percentage of total daily trips undertaken by drivers without passengers
Climate & Congestion	Daily Transit Trips	Number of total transit trips (daily)
Climate & Congestion	PM 2-Hour Peak Vehicle Hours of Delay	The total time accrued by all vehicles traveling on model links with volume-to-capacity ratio over 0.9 during PM peak, also reported separately for freeways and arterials

¹ Community places include hospitals and other medical services, civic places such as post offices, churches, social services, libraries, schools and colleges, financial institutions, grocery stores, and essential retail services such as hardware stores, pharmacies, and laundry services

4.3 Types of Congestion Pricing

This study assessed four congestion pricing tools, with multiple possible program designs:

- Vehicle Miles Traveled (VMT) – drivers pay for every mile traveled (often called a road user charge)
- Cordon Pricing (COR)– drivers pay to enter a designated area
- Parking Pricing (PARK) – drivers pay to park in certain areas
- Roadway Pricing (RD) – drivers pay to drive on a particular roadway

4.4 Scenario Assumptions

Modeling results for each scenario were compared to a single, consistent “Base scenario”. The 2018 RTP 2027 Financially Constrained scenario was used as the RCPS Base scenario to compare and contrast the performance of the four pricing tools. This scenario includes roadway and transit projects that were expected to be completed by 2027 and assumes a higher level of transit service compared to today. (Appendix C describes the assumptions in the Base scenario.)

The pricing scenarios either increased operating costs (VMT), added tolls (Cordon and Roadway), or increased parking costs (Parking) compared to the Base scenario. No scenario included multiple types of pricing, and no pricing scenario assumed any changes to the Base scenario network, or to costs, aside from the specific pricing changes described below in Table 6.

The model results reflected pricing changes assumed to have been in place long enough for travelers to have adjusted to them. Compared to the Base scenario, modeled traveler responses to a pricing scenario could include changing their destination, changing their travel route, or changing their mode of travel. The model does not allow a traveler to choose to make the trip during a different time-period, or to choose not to make a trip at all.

The model results provide a general assessment of how congestion pricing could perform with our land use and transportation system. The scenarios were not iterative. That means, initial findings stood, and Metro did not try to adjust the scenario to minimize any issues seen in the initial modeling results. Instead, the results may indicate what types of reinvestments of revenue, discounts, or other mitigations would benefit each scenario. There is currently no roadway pricing in the Portland region, so impacts of pricing were derived from surveys and not from observed data. Survey and traffic data were also pre-COVID-19, so outputs assumed an eventual return to “normal” travel behaviors and traffic conditions in the future. Finally, the travel demand model produces static assignments at a regional level—the analysis focused largely on regional and sub-regional trends, and minimally on road-specific impacts.

Table 6 displays the assumptions for each modeled scenario. For each pricing scenario, pricing charges were assessed only within the region’s Metropolitan Planning Area (MPA) boundaries; see Figure 21. Pricing charges were assessed in addition to the cost of driving in the Base scenario which assumed vehicle operating costs of \$0.211/mile. All costs are assessed in 2010\$. Maps providing additional geographical context for each pricing scenario are provided in Figure 22 to Figure 25 over the next several pages.

Table 6 Overview of Congestion Pricing Scenarios

Scenario	Pricing Charge	Type of Charge	Additional Details
VMT B	\$0.0685/mile	Charge per mile driven	32% increase over Base scenario
VMT C	\$0.132/mile	Charge per mile driven	Charge is approximately doubled compared to VMT B; 63% increase over Base scenario
COR A	\$5.63	Charge to enter cordon area	Higher end of price range based on other cities
COR B	\$5.63	Charge to enter cordon area	Higher end of price range based on other cities; cordon boundaries are larger compared to Cordon A
PARK A	Varies	Charge to park vehicle	Parking assumptions drawn from 2018 RTP's 2040 Financially Constrained scenario
PARK B	Varies	Charge to park vehicle	Parking assumptions are doubled compared to Parking A
RD A	\$0.132/mile	Charge per mile driven on highways	Charge on throughways ¹ equivalent to the VMT C per mile charge
RD B	\$0.264/mile	Charge per mile driven on highways	Charge on throughways ¹ is doubled compared to Roadway A

¹ Throughways include major freeways and highways with limited access.

Additional context is provided for each scenario type below:

- VMT Scenarios:** The study also completed modeling for an additional VMT scenario (VMT A) that was not included in this final report. The VMT A scenario assumed a per-mile charge that was nearly equivalent to the current gas tax. This resulted in a cost of \$0.216/mile, compared to the cost of \$0.211/mile in the Base scenario. As expected, results were not meaningfully different from the Base scenario. Therefore, the study did not perform further analysis of this scenario. Figure 21 displays the MPA boundary for the region. For the two VMT scenarios, a per-mile charge was assessed for every mile driven within the MPA boundary. Miles driven outside of the MPA boundary were not assessed a charge.
- Cordon Scenarios:** Figure 22 and Figure 23 display the boundaries of the two Cordon scenarios. Cordon A encompassed downtown Portland, South Waterfront, and parts of Northwest Portland. Cordon B's area included the entirety of Cordon A, as well as the Central Eastside Industrial District and the Lloyd District. A flat rate charge was assessed to drivers who entered the cordon area. Drivers who traveled through the cordon area, but remained on the freeways or highways, were not assessed a charge. For example, a driver traveling from US-26 to the Ross Island Bridge was not assessed a charge, nor was a driver who remained on I-5 or I-405 through downtown Portland and did not exit onto local streets within the cordon area.
- Parking Scenarios:** Figure 24 displays the locations where short- and long-term parking charges were assessed, as well as the pricing charges assumed per trip. The Base scenario used the 2018 RTP 2027 Financially Constrained Scenario parking factors, and the Parking A scenario used the RTP 2040 Financially Constrained Scenario factors. The Parking B scenario doubled the factors from Parking A.

- **Roadway Scenarios:** Figure 25 displays the throughways charged under the Roadway scenarios. These throughways were identified in the 2018 RTP and are generally the region's freeways and limited-access highways. Drivers were assessed a charge in the two Roadway scenarios for each mile driven on the throughways within the MPA boundary.

Figure 21 Metropolitan Planning Area Boundary

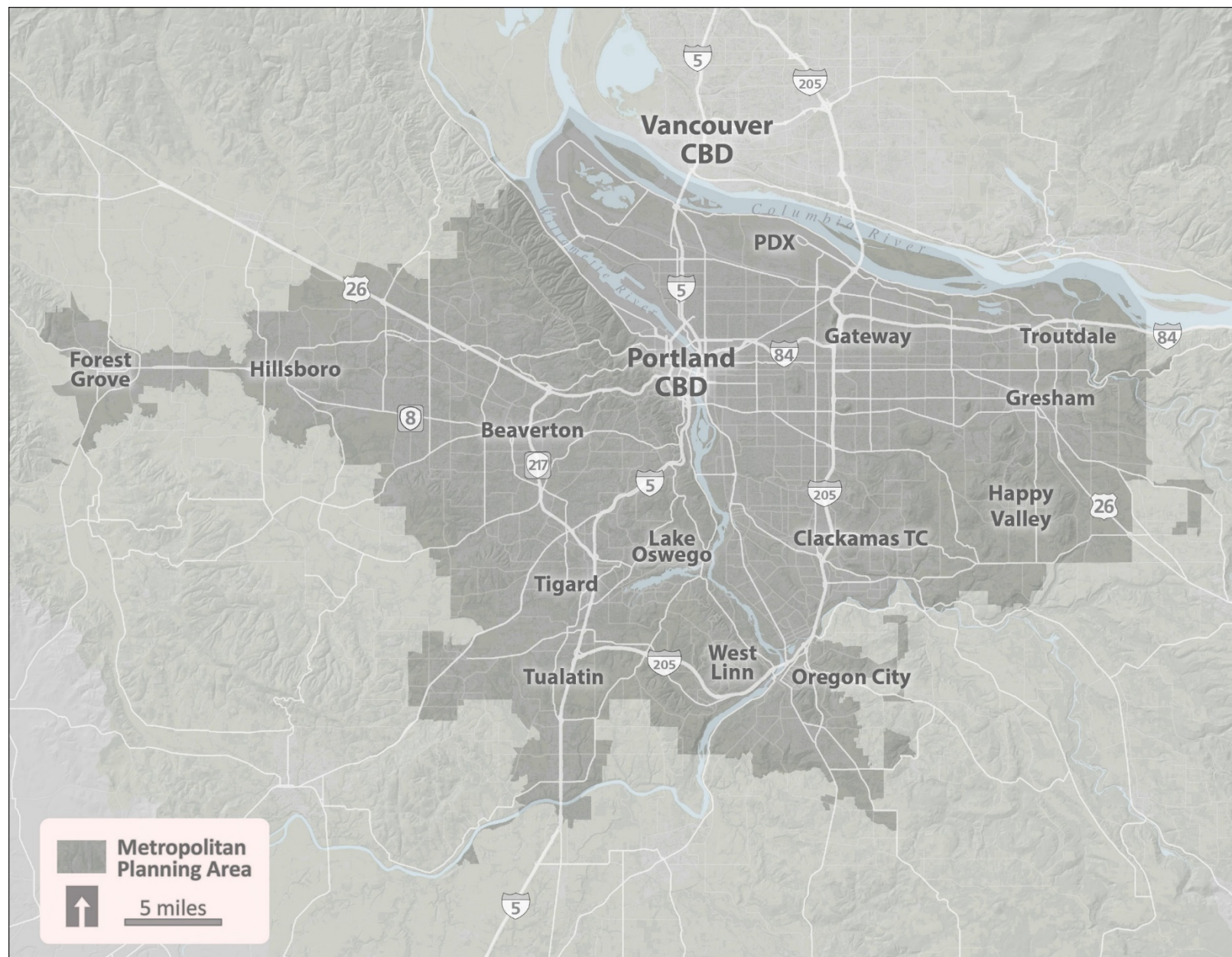


Figure 22 Cordon A Boundary

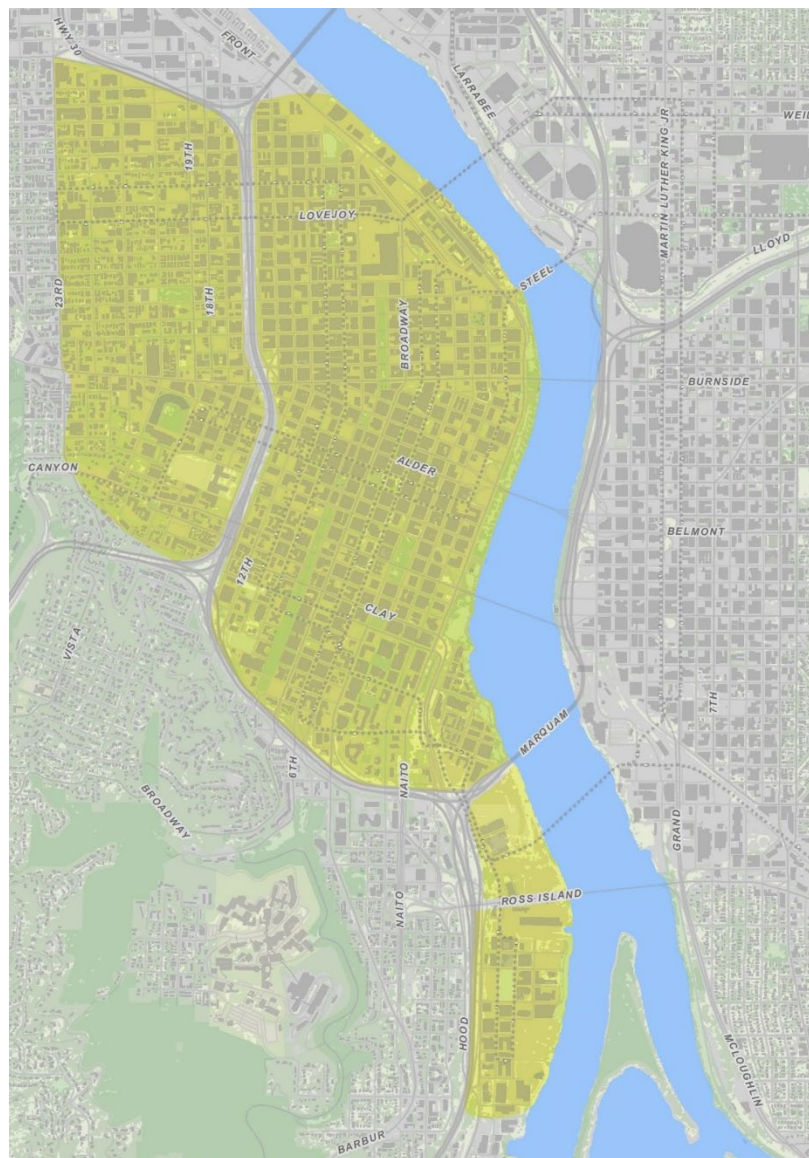


Figure 23 Cordon B Boundary

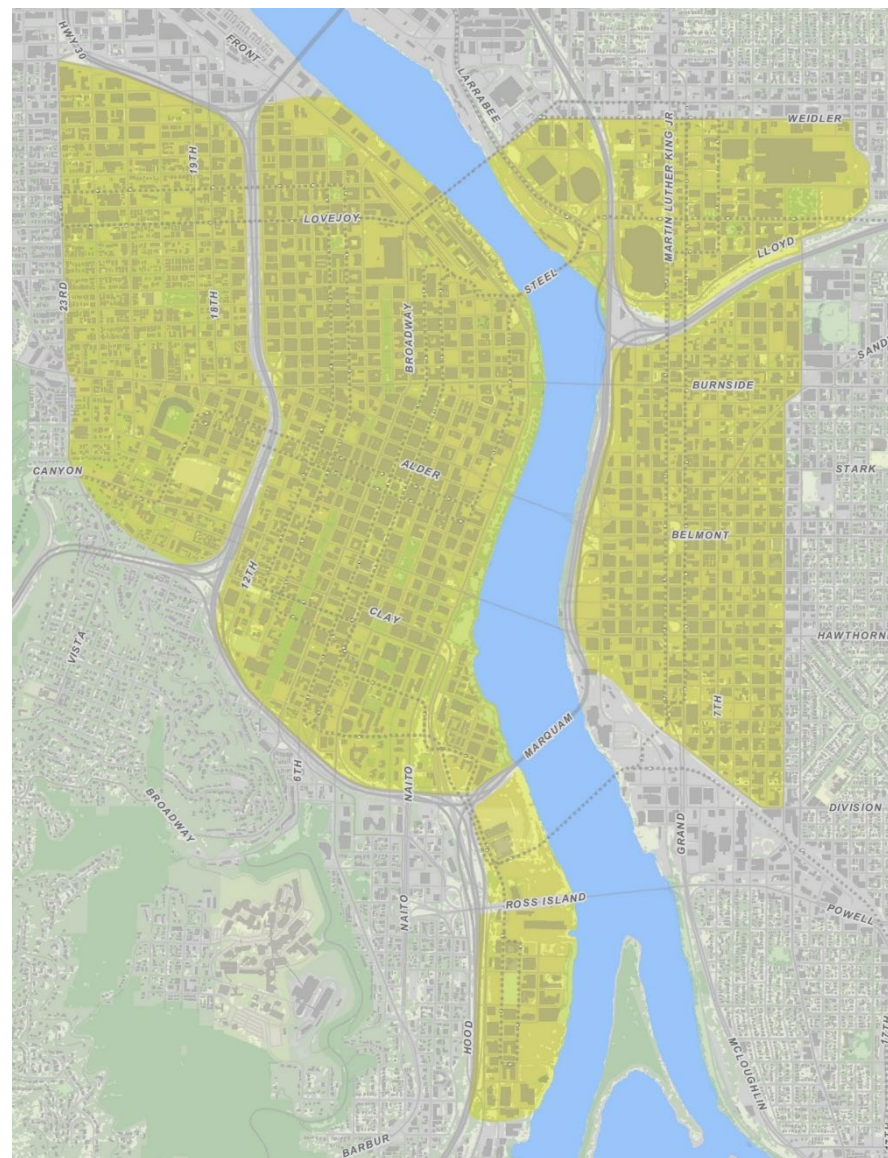


Figure 24 Parking Scenario Charges per Trip and Locations (2010\$)

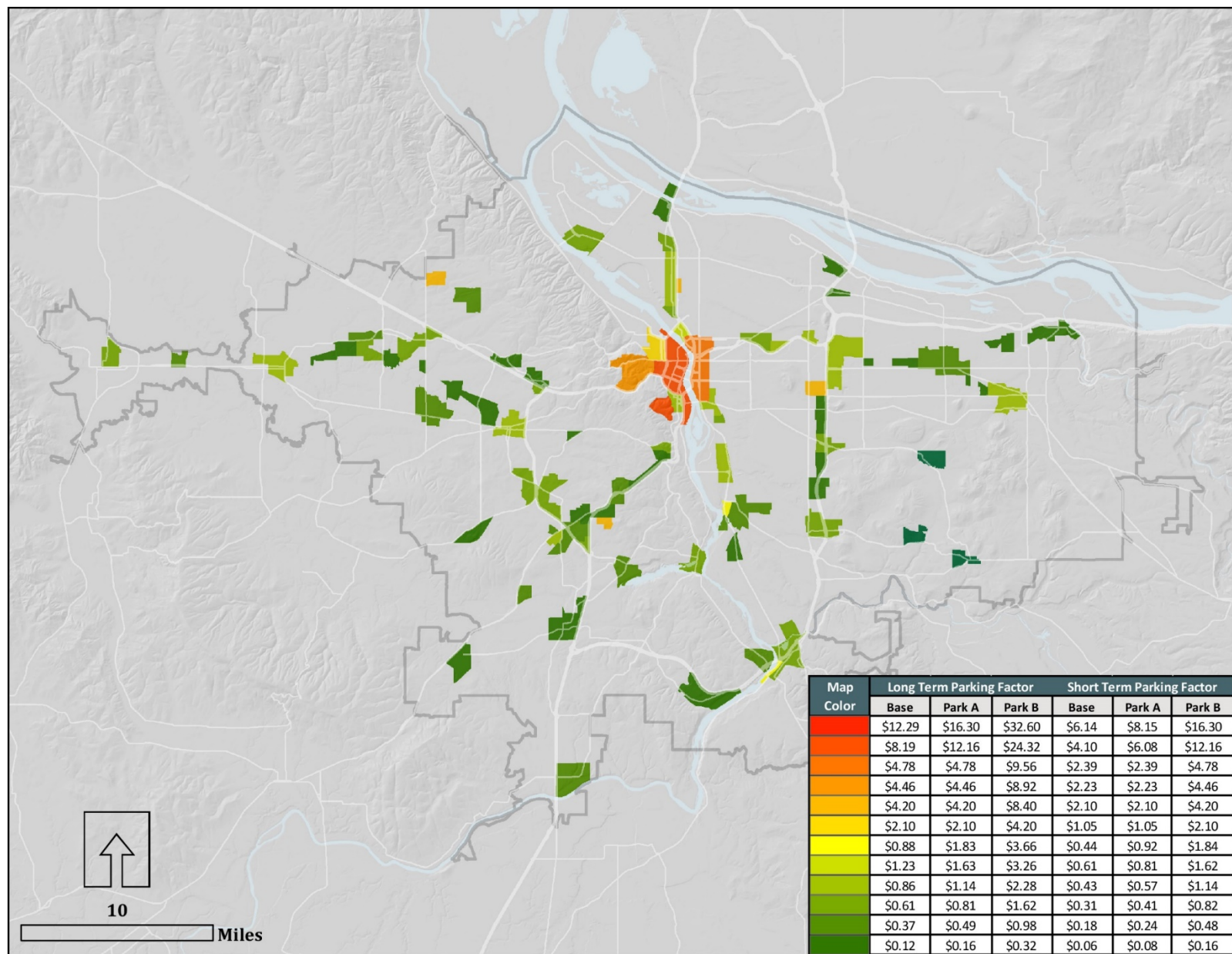
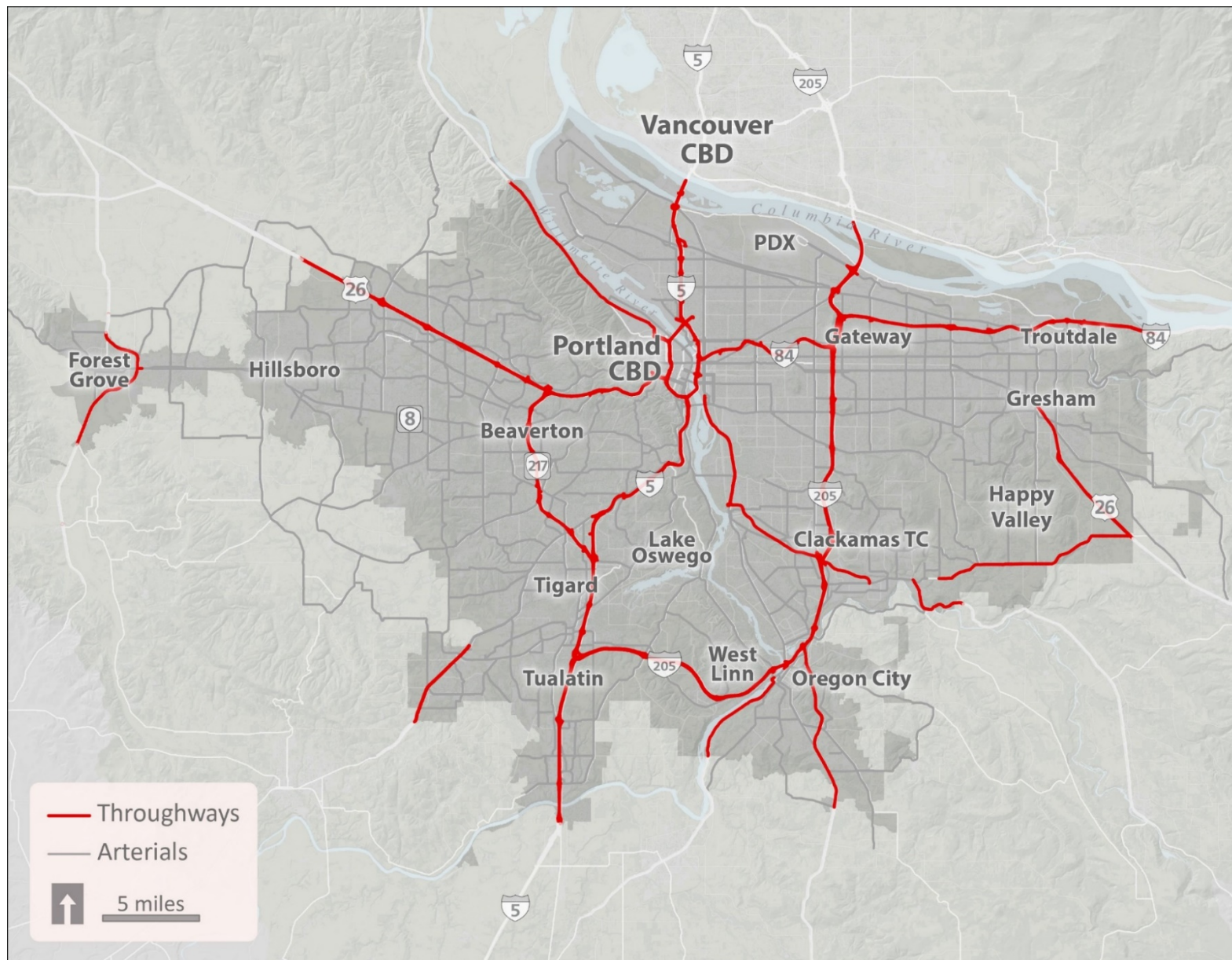


Figure 25 Throughways Charged Under the Roadway Scenarios



5 SCENARIO MODELING OVERVIEW & FINDINGS

This chapter provides the study's high-level findings, detailed analysis results, travel costs, and a summary of the findings by type of pricing scenario.

5.1 High-Level Findings

Table 7 provides the study's high-level findings. Results for each scenario are measured as a percentage change against the Base scenario. The modeling results were compared to results from Metro's 2018 Regional Transportation Plan to determine approximate benchmarks to indicate positive or negative impacts for each metric in terms of progress toward regional goals. Table 7 displays how each scenario performs against those benchmarks and allows for a simple comparison of different scenarios in a visual format. Definitions of each metric are provided at the end of this section. The results shown in Table 7 reflect only the effects of pricing drivers under different scenarios; implementation of mitigations, discounts, or other changes to policies could result in changes to the performance of a scenario but were not modeled in this study.

Key takeaways:

- All eight scenarios provided at least a small reduction in drive alone rate and emissions, while seven of the eight scenarios provided at least a small reduction in daily VMT and an increase in daily transit trips.
- The two VMT scenarios and the Parking B scenario had positive regional results across all metrics, while the Parking A scenario had mostly positive results, but also minimal changes for job access via transit.
- The two Cordon scenarios and the two Roadway scenarios had more mixed results. Both Cordon scenarios had small to moderate increases in delay and decreases in job access via auto. These appear to be the result of drivers seeking to avoid the charge in the cordon area and remaining on highways or nearby arterials instead of utilizing surface streets within the cordon boundaries.
- The two Roadway scenarios saw moderate to large increases in arterial delay, as well as minimal change to small increases in job access via transit. These appear to be the result of drivers seeking to avoid the charge on the highways and diverting to arterial streets near the charged roadways.
- The two Parking scenarios resulted in the lowest total regional travel cost, as the parking charges were assessed to a relatively small number of drivers within the region.¹¹
- The two VMT scenarios resulted in the highest regional travel cost, as every driver was charged for every mile driven within the MPA boundary, even though the cost per trip was relatively low compared to the other scenario types. As noted above, a specific congestion pricing program

¹¹ The total regional travel cost includes auto operating costs, tolls, parking costs, and transit fares paid.

could be designed and implemented in a way that could mitigate these negative changes; however, this study did not model the effects of any such mitigations.

Table 7 Regional Congestion Pricing Study High-Level Findings

RTP Goal	Metrics	VMT B	VMT C	COR A	COR B	PARK A	PARK B	RD A	RD B
Congestion & Climate	Daily VMT								
	Drive Alone Rate								
	Daily Transit Trips								
	2HR Freeway VHD								
	2HR Arterial VHD								
Climate	Emissions								
Equity	Job Access (Auto)								
	Job Access (Transit)								
Total Regional Travel Cost		Med-High	High	Med-Low	Med-Low	Low	Low	Med	Med

Note: Dark blue indicates better alignment with regional goals when compared to the Base scenario

Legend		Daily VMT	Drive Alone Rate	Job Access (Auto)	Job Access (Transit)	Daily Transit Trips	2HR Freeway VHD	2HR Arterial VHD	Emissions
	Large Positive Change	-5% or more	-5% or more	10% or more	5% or more	10% or more	-10% or more	-10% or more	-5% or more
	Moderate Positive Change	-2% to -5%	-2% to -5%	5% to 10%	2% to 5%	5% to 10%	-5% to -10%	-5% to -10%	-2% to -5%
	Small Positive Change	-0.5% to -2%	-0.5% to -2%	1% to 5%	0.5% to 2%	1% to 5%	-1% to -5%	-1% to -5%	-0.5% to -2%
	Minimal Change	0.5% to -0.5%	0.5% to -0.5%	1% to -1%	0.5% to -0.5%	1% to -1%	1% to -1%	1% to -1%	0.5% to -0.5%
	Small Negative Change	0.5% to 2%	0.5% to 2%	-1% to -5%	-0.5% to -2%	-1% to -5%	1% to 5%	1% to 5%	0.5% to 2%
	Moderate Negative Change	2% to 5%	2% to 5%	-5% to -10%	-2% to -5%	-5% to -10%	5% to 10%	5% to 10%	2% to 5%
	Large Negative Change	5% or more	5% or more	-10% or more	-5% or more	-10% or more	10% or more	10% or more	5% or more

Note: "Positive" and "Negative" refer to progress toward regional goals, and not to numerical values (i.e., a reduction in VMT is "positive")

5.2 Analysis Results

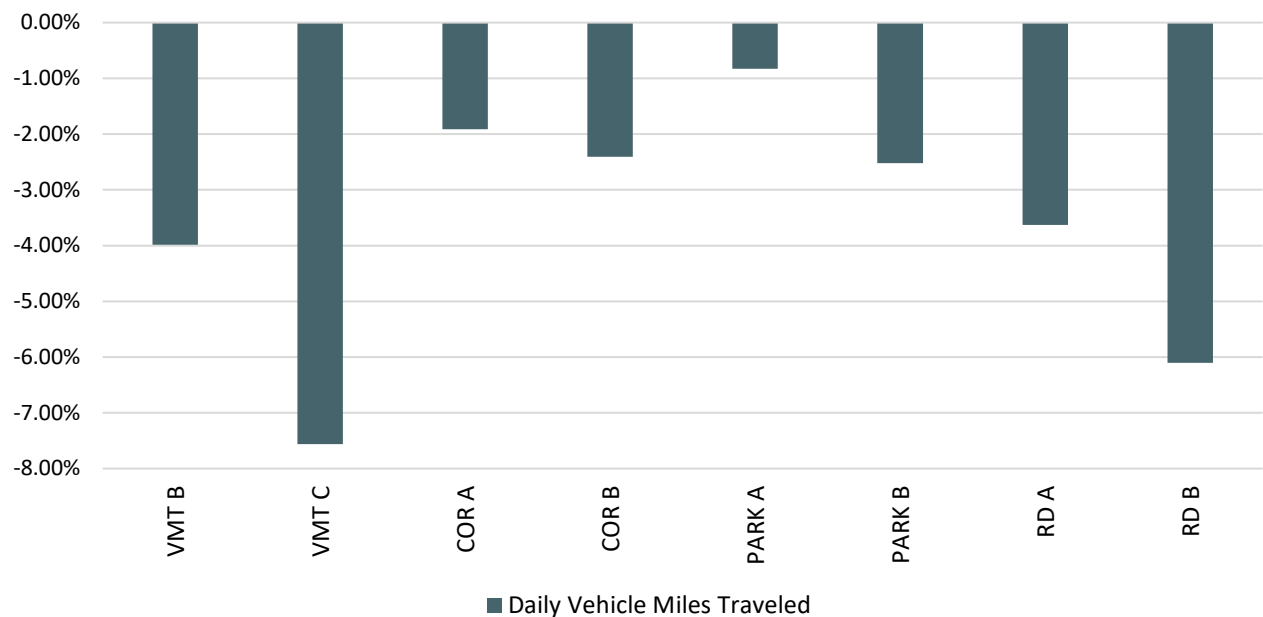
This section includes a detailed review of the model results for each pricing scenario relative to the metrics described in 4.2 Study Evaluation Criteria. Analysis was targeted to the MPA level where possible, to best illustrate impacts and benefits within Metro’s planning area.

Daily Vehicle Miles Traveled

Figure 26 displays the percent change in daily vehicle miles traveled for each pricing scenario compared to the Base scenario. Appendix D includes additional figures documenting changes in total miles traveled and transit miles traveled.

All eight pricing scenarios reduced daily vehicle miles traveled. The VMT C scenario provided the greatest reduction (approximately 7.5%), while the Parking A scenario showed the smallest reduction (approximately 0.9%). These results are likely due to the VMT C scenario involving a larger per-mile charge that applied to every driver within the MPA, while the Parking A scenario had a relatively small change to parking costs in the MPA, which affected a much smaller number of drivers.

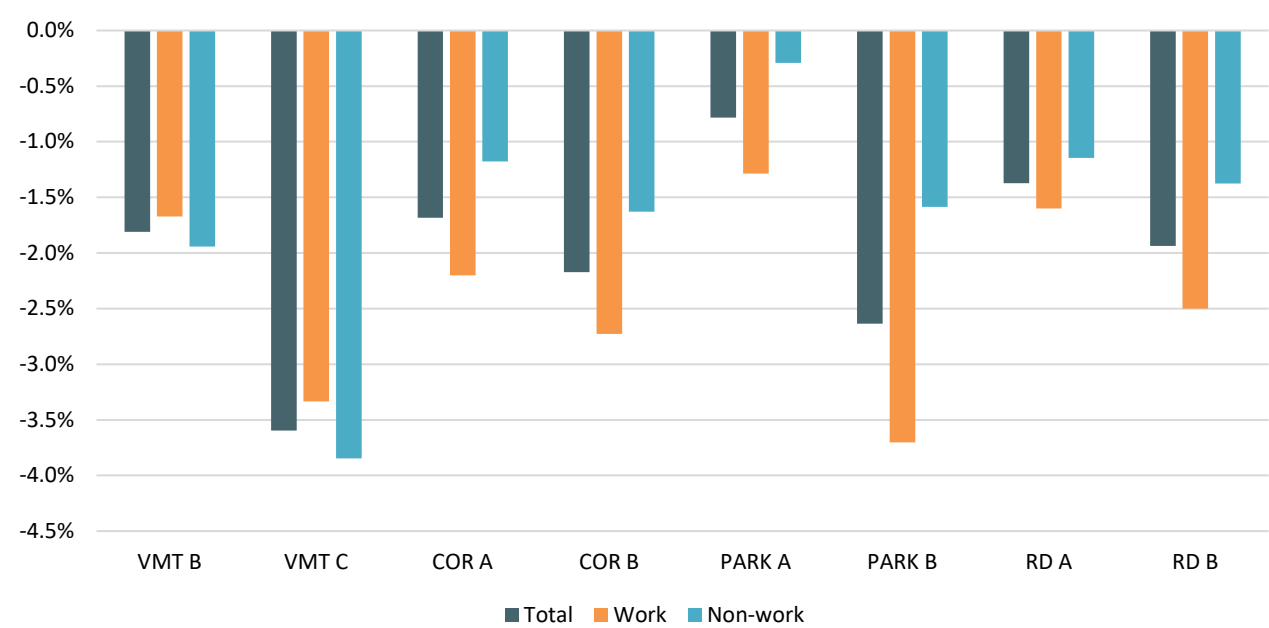
Figure 26 Percent Change in Daily Vehicle Miles Traveled – MPA



Drive Alone Rate

Figure 27 displays the percent change in drive alone rate for all trips, as well as for work trips and non-work trips, for each pricing scenario, compared to the Base scenario. Appendix D includes additional tables documenting the change in mode share by other modes.

Figure 27 Percent Change in Drive Alone Rate - MPA

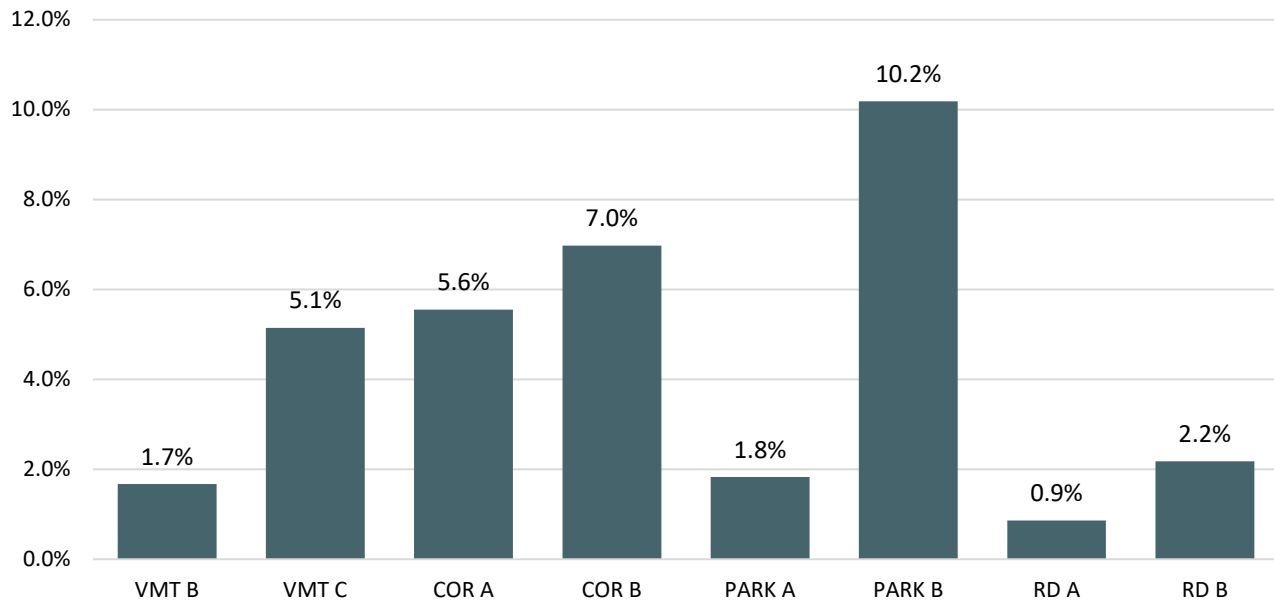


All eight pricing scenarios reduced the drive alone rate for both work trips and non-work trips. The VMT C scenario provided the greatest overall reduction (approximately 3.6%), while the Parking A scenario showed the smallest reduction (approximately 0.8%). The Parking B scenario showed the greatest reduction for work trips (approximately 3.7%). This larger reduction for work trips with Parking B was likely due to substantially higher parking charges in job centers, which tend to have better access to transit alternatives to driving than other parts of the region; the Parking B scenario showed work transit trips increasing by over 17%. The overall large decrease for VMT C was the result of a significant increase in shared ride trips, as well as large increases in transit, walking, and biking trips. The increase in walking and biking trips was likely due to shifting of trips to closer destinations.

Daily Transit Trips

Figure 28 displays the percent change in daily transit trips for each pricing scenario, compared to the Base scenario.

Figure 28 **Percent Change in Total Daily Transit Trips - Region**



All eight pricing scenarios increased daily transit trips. The Parking B scenario provided the greatest overall increase (approximately 10%), while the Roadway A scenario showed the smallest increase (approximately 0.9%). As mentioned in the previous section on drive alone rates, the Parking B scenario's large increase in transit trips was largely the result of a shift in work trips from drive alone to transit. By contrast, relatively few travelers shifted from drive alone trips to transit trips with the VMT B, Parking A, and Roadway A scenarios; as a result, these scenarios did not show a similarly large increase in transit trips. The Cordon A, Cordon B, and Parking B scenarios all assessed a higher charge in areas that generally have good transit accessibility; in these areas, drivers would be more likely to switch to transit when faced with a new charge. This also could indicate that a pricing strategy that adds charges for drivers in areas that do not have good transit service should consider investments to improve transit options.

Vehicle Hours of Delay and Vehicle Volumes

Figure 29 displays the percent change in PM 2-hour peak passenger vehicle hours of delay for each pricing scenario, compared to the Base scenario.

Figure 29 Percent Change in Vehicle Hours of Delay – Region (2-Hour PM Peak)



Six of the eight pricing scenarios showed a decrease in total vehicle hours of delay (approximately 7% to 39%). The two Cordon scenarios showed increases (approximately 5% to 7%). While the two Roadway scenarios showed the greatest decrease in freeway vehicle hours of delay (approximately 35% to 38%), they both also showed an increase in arterial vehicle hours of delay (approximately 6% to 29%).

The increase in delay for the two Cordon scenarios was likely due to increased diversion, from streets within the cordon boundaries to the freeways and arterials that offer alternatives through and around the cordon without being charged. This delay occurred primarily on the throughways in and near downtown (including I-5, I-405, I-84, US-26, US-30), but also to a lesser extent along primarily north-south routes such as NE/SE MLK Boulevard and NE/SE Grand Avenue, NE/SE 11th Avenue and NE/SE 12th Avenue, and NE/SE Cesar Chavez Boulevard.

The increase in arterial delay for the two Roadway scenarios was likely the result of increased diversion from the freeway network onto arterials as drivers sought to avoid paying a charge. As the charge on the freeways doubled from Roadway A to Roadway B, the vehicle hours of delay overall decreased by 6% as flow on freeways improved, but vehicle hours of delay on arterials increased by 22%.

Figure 30 to Figure 33 show the change in vehicle volumes at the link level for the two Cordon scenarios and the two Roadway scenarios. Appendix D includes additional figures showing the change in vehicle volumes for the two VMT scenarios and the two Parking scenarios.

For the two Cordon scenarios, changes in vehicle volumes were most notable in and around the downtown Portland core, where the two cordon boundaries were assumed. Large reductions in

volumes occurred within the cordon boundaries as fewer drivers entered the area, but moderate to large increases occurred on roads around the cordon, including the freeways and state highways in and around downtown Portland. Volume changes were less noticeable as distance from downtown Portland increased, and many streets further from the cordon were not impacted at all.

Vehicle volumes for the two Roadway scenarios noticeably decreased on the charged throughways. The decrease was higher with the higher charge (Roadway B). Alternately, the arterials, particularly those that offer parallel routes to the throughways, saw increases in volumes under both Roadway scenarios. In the Roadway B scenario with the higher charge, the diversion increased, with greater volumes moving to additional roadways. In the Roadway B scenario, most arterials saw at least a moderate increase in volumes due to diversion from the throughways.

Figure 30 Change in 2027 PM Peak Vehicle Volumes – Region – Cordon A

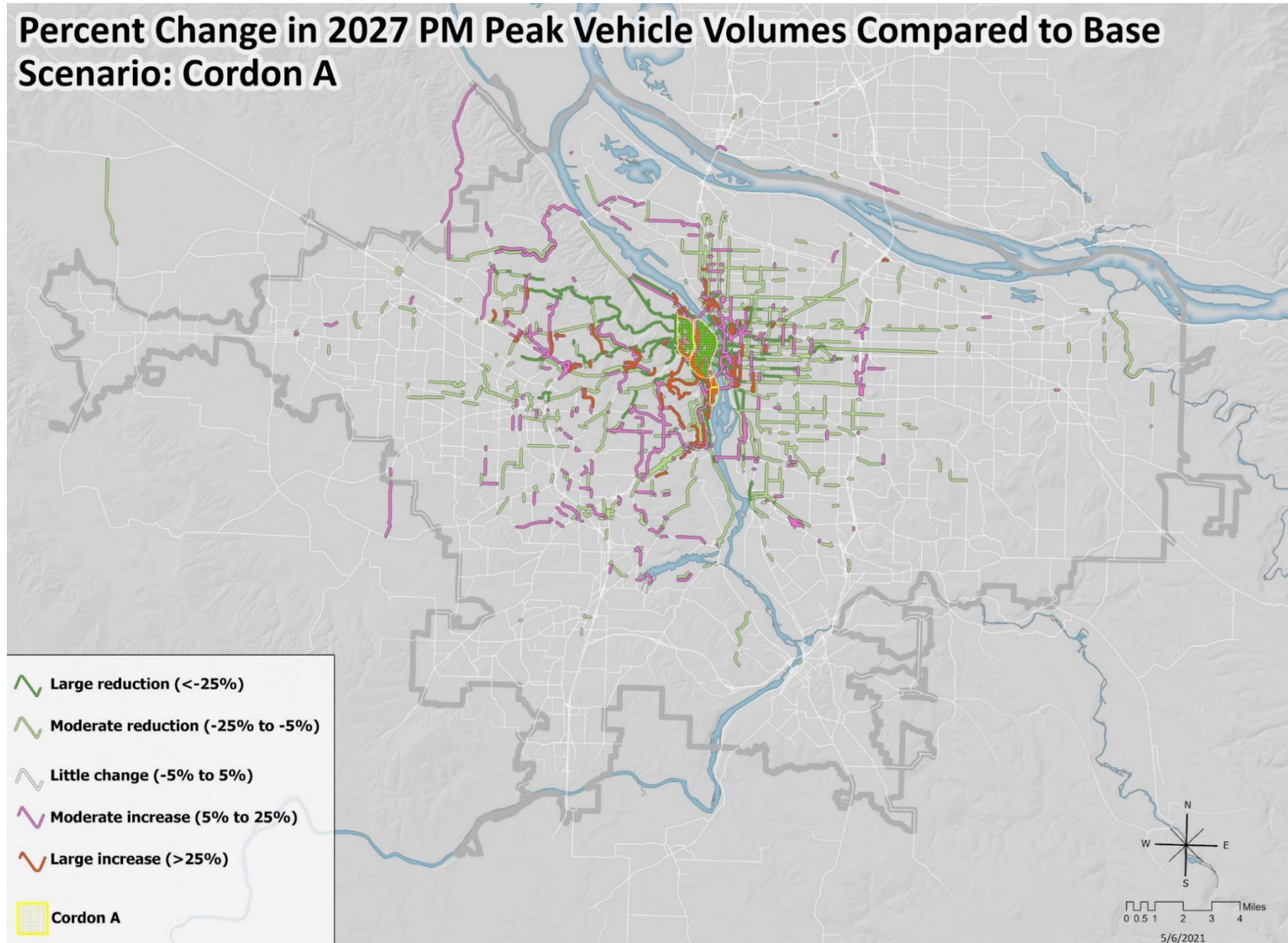


Figure 31 Change in 2027 PM Peak Vehicle Volumes - Region – Cordon B

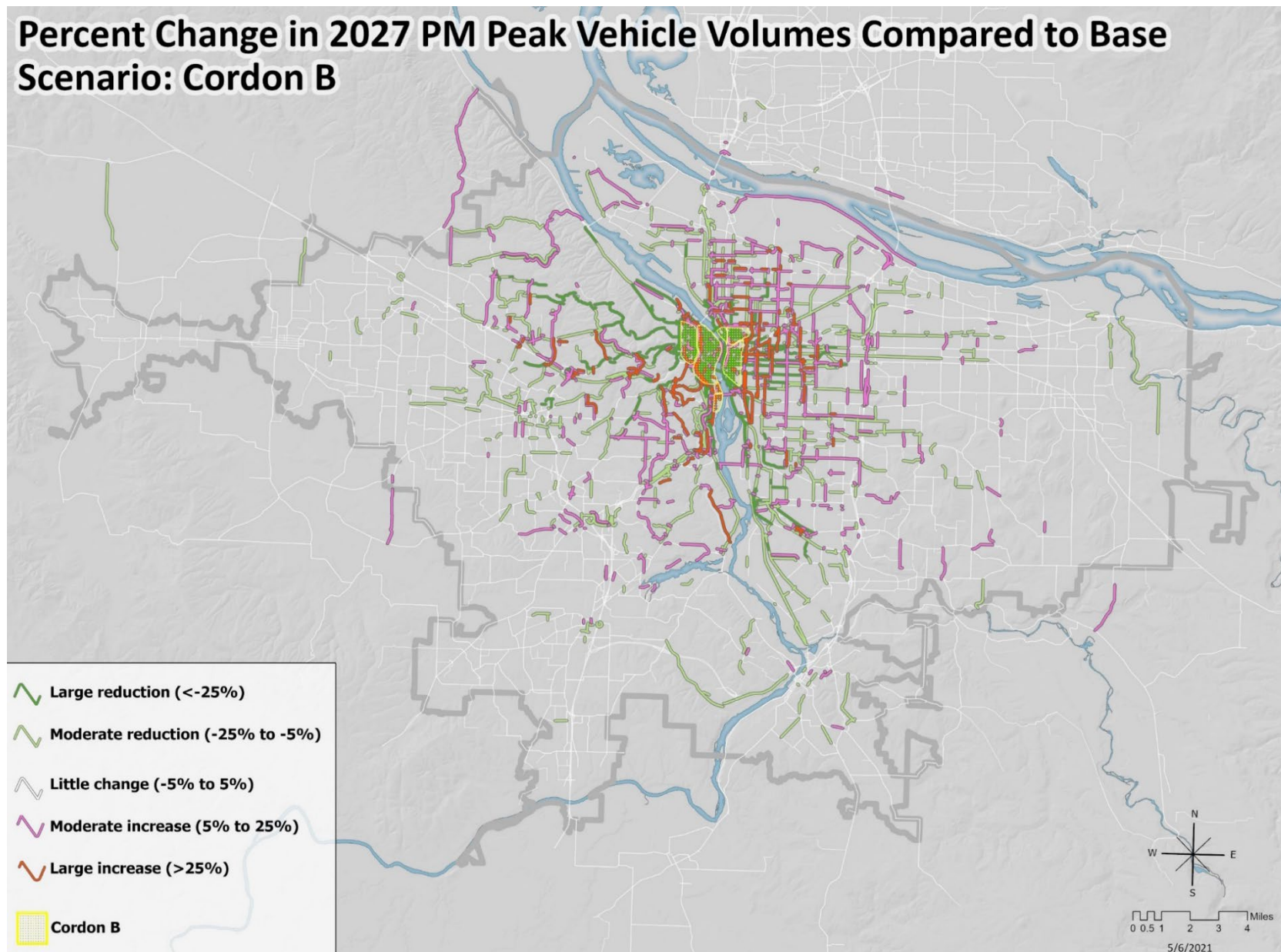


Figure 32 Change in 2027 PM Peak Vehicle Volumes - Region – Roadway A

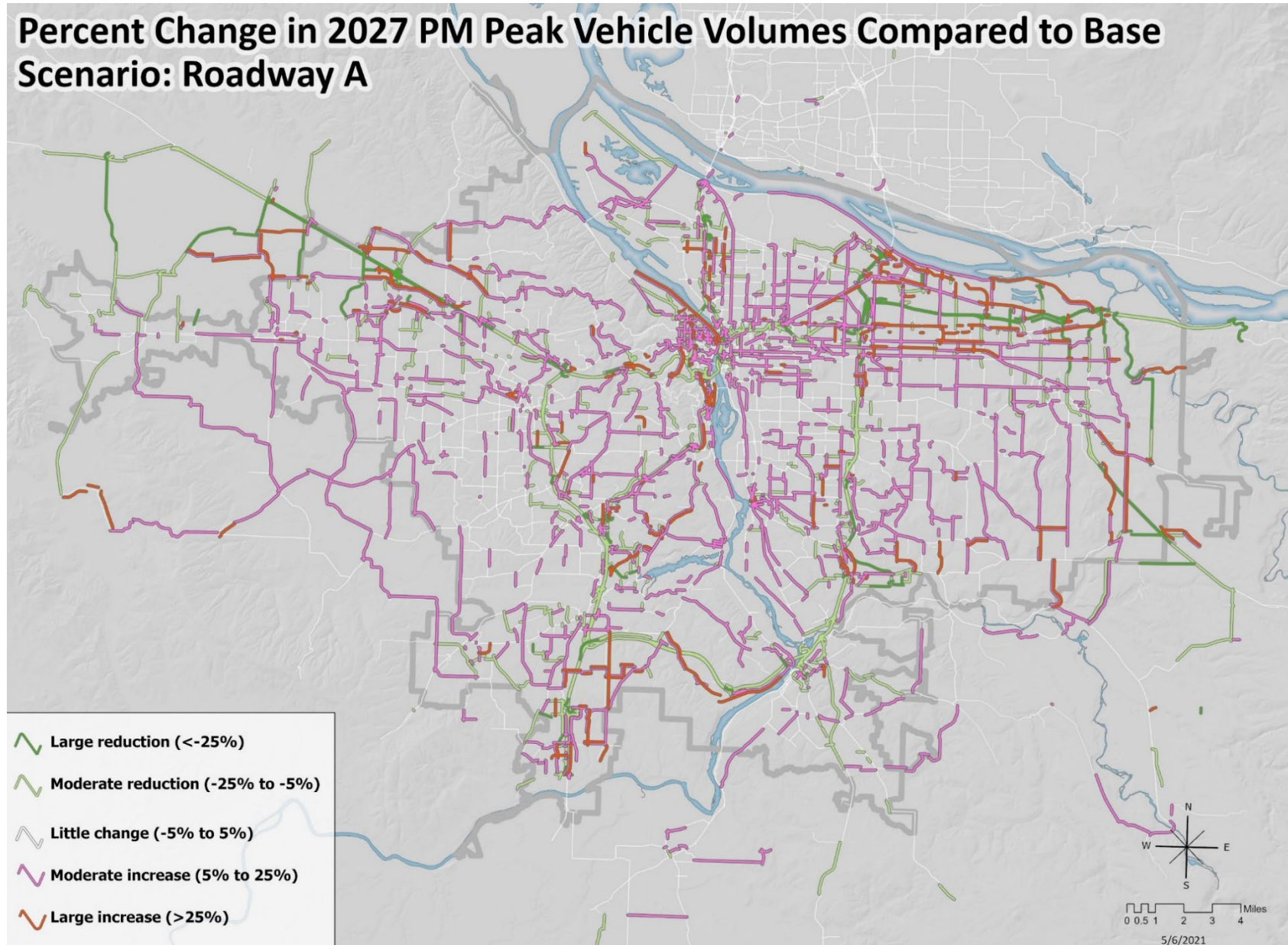
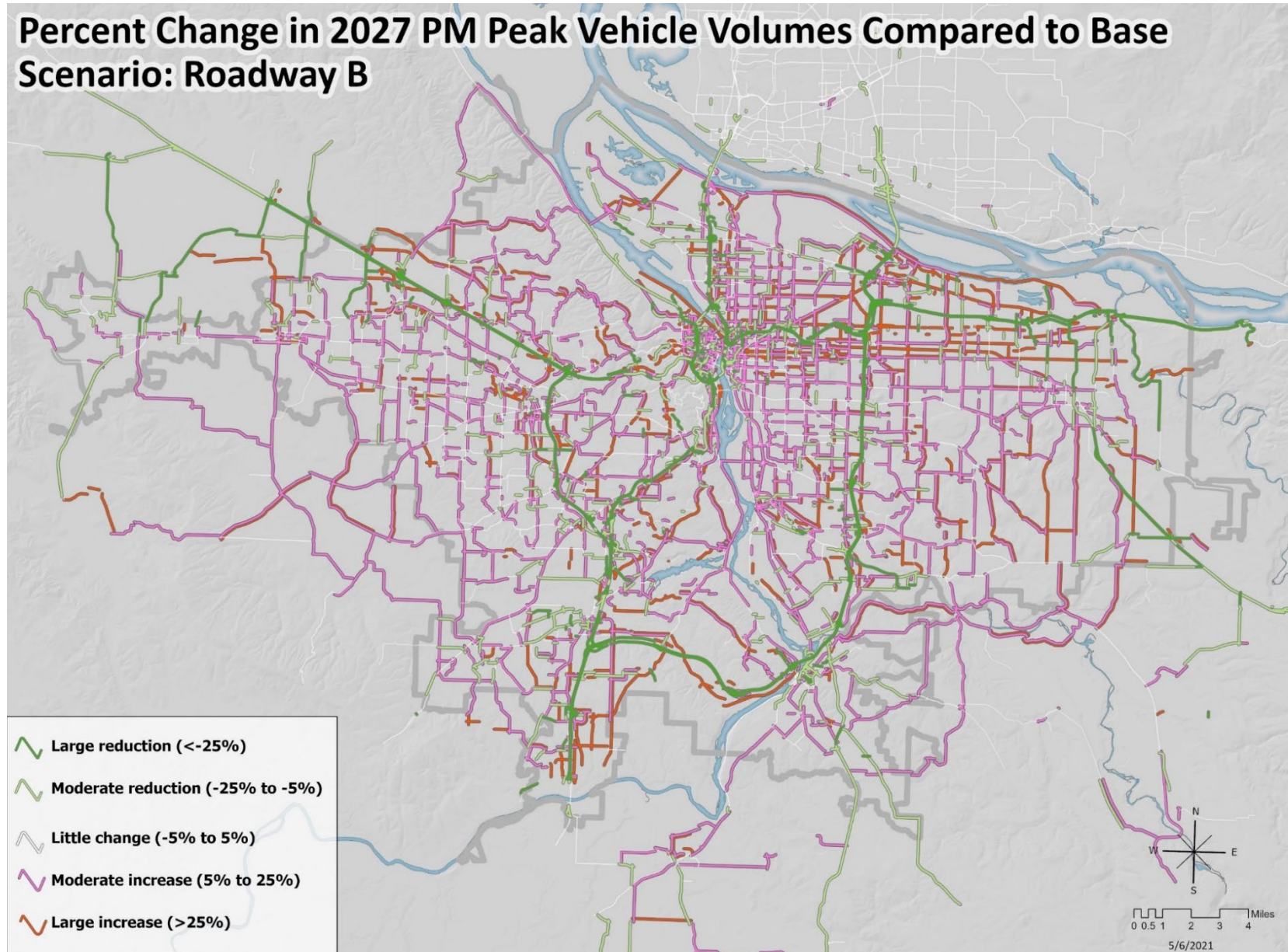


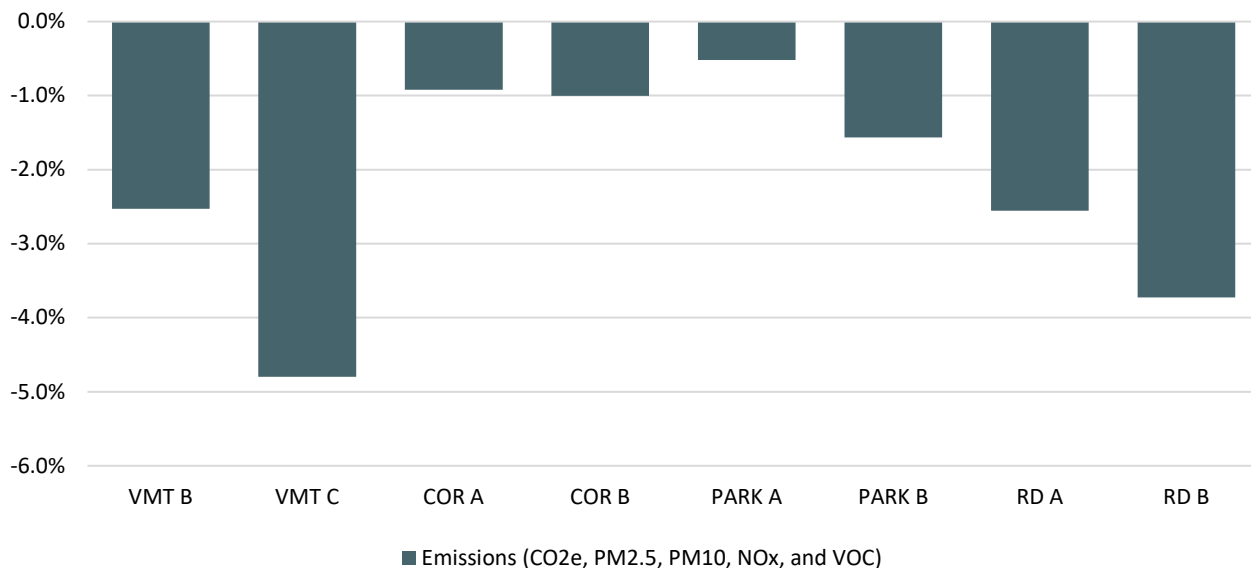
Figure 33 Change in 2027 PM Peak Vehicle Volumes - Region – Roadway B



Emissions

The change in emissions was evaluated using Metro’s MCE Tool. The MCE Tool applies unit costs to motor vehicle emissions, which are derived by applying the Environmental Protection Agency’s MOVES model rates for facility type, speed bin, pollutant, and year, to the VMT output produced by the travel demand model for each scenario. Figure 34 displays the percent change in emissions for each pricing scenario, compared to the Base scenario.

Figure 34 Percent Change in Emissions – Region



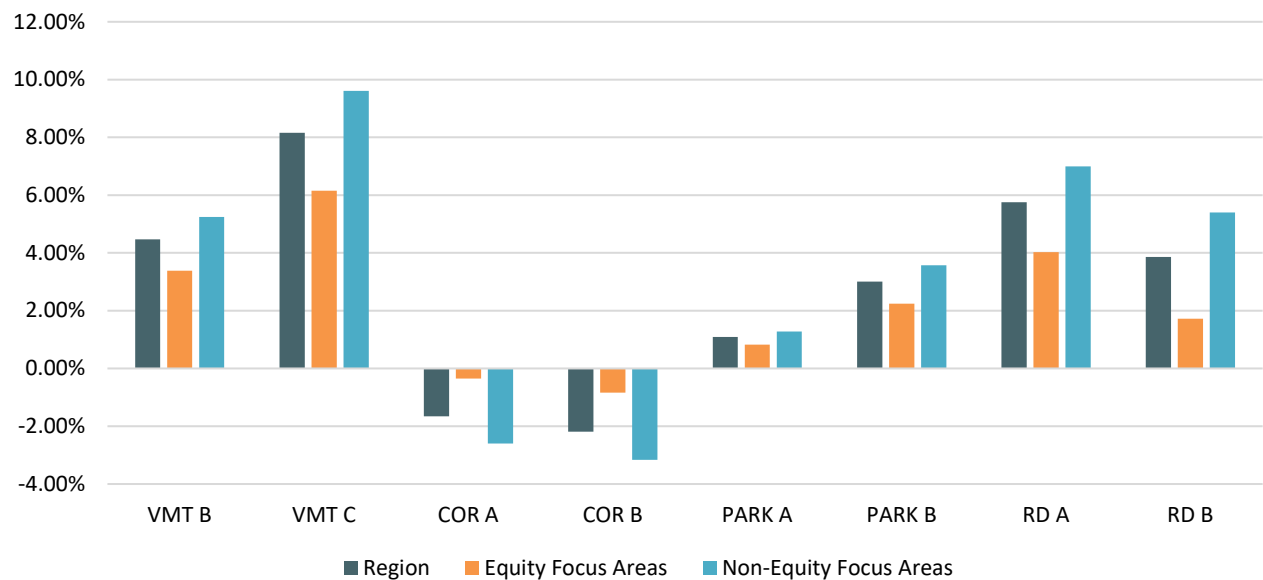
As expected, because the MCE Tool relies on the travel demand model’s VMT output for its calculations, the emissions reductions were generally comparable to the VMT reductions for each pricing scenario. All eight pricing scenarios showed a reduction in emissions at the regional level. The VMT C scenario showed the largest reduction in emissions (4.8%) while the Parking A scenario showed the smallest reduction (0.5%).

The MCE tool did not evaluate the geographic distribution of changes in emissions. However, emissions would generally be expected to decrease in areas where traffic volumes decrease. For example, the two Cordon scenarios would likely see emissions decrease within the cordon boundaries, as the model results showed a substantial reduction in vehicle volumes within the cordons. This result would be consistent with findings in Stockholm where the cordoned zone has experienced improvements in air quality.

Jobs Access (Auto)

Figure 35 displays the percent change in jobs accessible within 30 minutes by auto during the 2-hour PM peak for each pricing scenario, compared to the Base scenario. These are broken out by trips from the entire region, from equity focus areas, and from non-equity focus areas.

Figure 35 Percent Change in Jobs Accessible by Auto

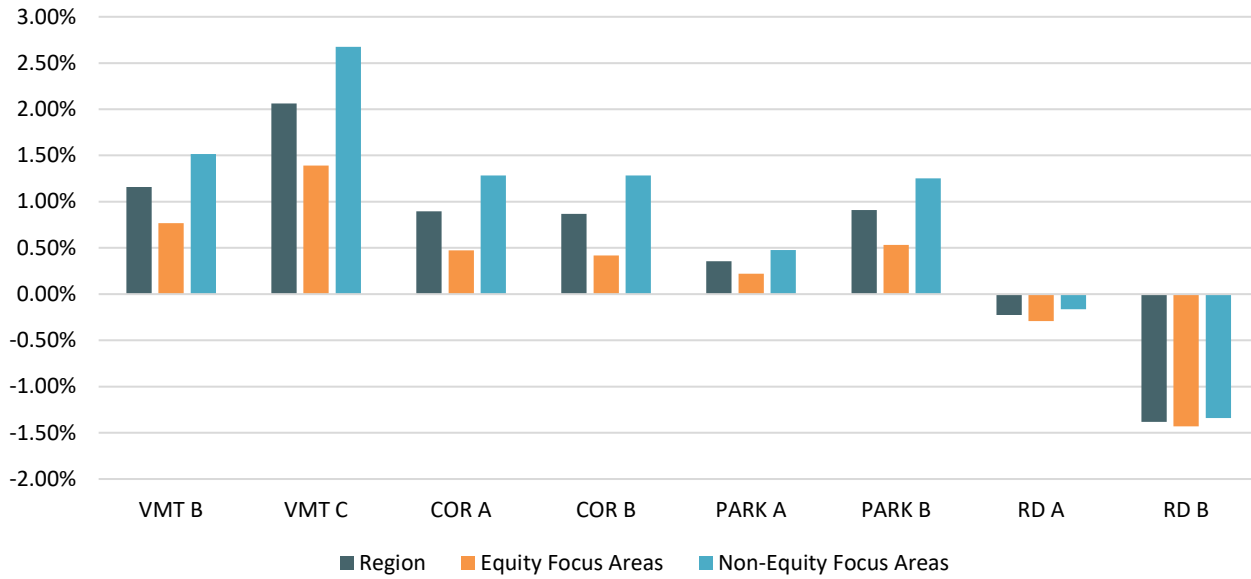


Six of the eight pricing scenarios showed an increase in the number of jobs accessible by auto at the regional level (approximately 1.1% to 8.2%), while the two Cordon scenarios showed decreases (approximately 1.7% to 2.2%). The VMT C scenario resulted in the greatest increase (8.2%). While the equity focus areas see an increase in percent change of jobs accessible by auto in six of the eight scenarios, they benefit less than non-equity focus areas across the board. The decrease for the Cordon scenarios is likely explained by the increasing vehicle hours of delay and vehicle volumes surrounding the cordon areas, as described earlier in this chapter. Similarly, the increase for the VMT C scenario is likely explained by the reduction in vehicle hours of delay and vehicle volumes throughout the region under that pricing scenario.

Jobs Access (Transit)

Figure 36 displays the percent change in jobs accessible within 45 minutes by transit in the 2-hour PM peak for each pricing scenario, compared to the Base scenario.

Figure 36 Percent Change in Jobs Accessible by Transit



Six of the eight pricing scenarios showed an increase in the number of jobs accessible by transit at the regional level (approximately 0.4% to 2.1%), while the two Roadway scenarios showed decreases (approximately 0.2% to 1.4%). The percent reduction of jobs accessible by transit was largest for equity focus areas in the two Roadway scenarios compared to the region and non-equity focus areas. The scale of change for jobs accessible by transit was significantly smaller than for jobs accessible by auto. The VMT C scenario resulted in the greatest increase (2.1%). The decreases for the Roadway scenarios are likely explained by the increasing arterial vehicle hours of delay and diversion of vehicle volumes from freeways to arterials, where buses generally operate. The increases for the VMT C scenario are likely explained by the reduction in vehicle hours of delay and vehicle volumes throughout the region under that pricing scenario causing overall less reduction and delay on arterial streets.

Community Places Access (Auto and Transit)

Another measure for equity is access to community places that provide key services and/or daily needs for people in the region. Figure 37 displays the percent change in community places accessible within 20 minutes by auto in the 2-hour PM peak for each pricing scenario, compared to the Base scenario. Figure 38 displays the percent change in community places accessible within 30 minutes by transit in the 2-hour PM peak for each pricing scenario, compared to the Base scenario.

Figure 37 Percent Change in Community Places Accessible by Auto

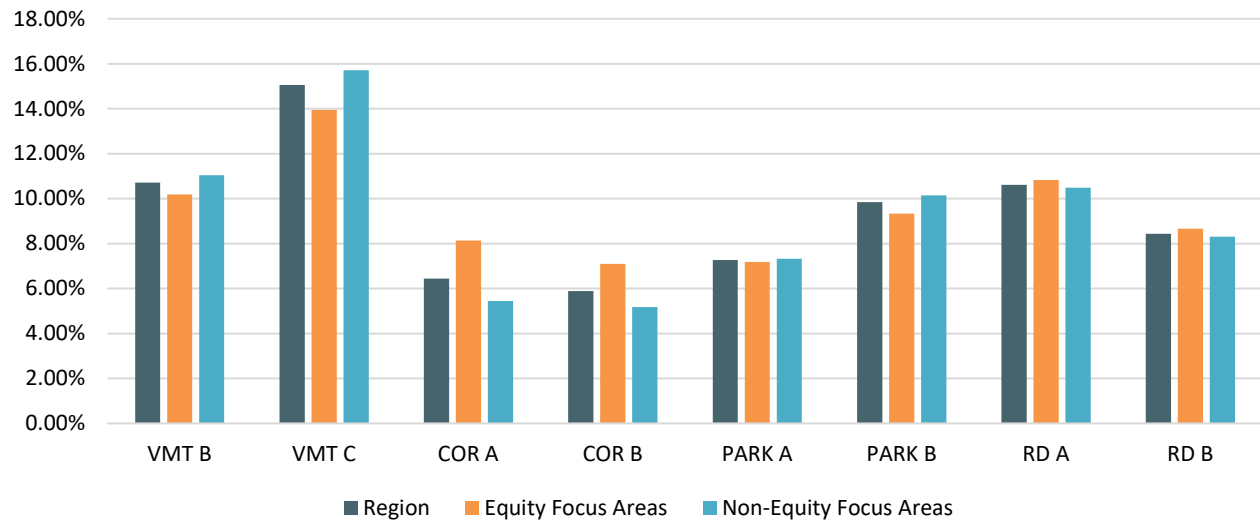
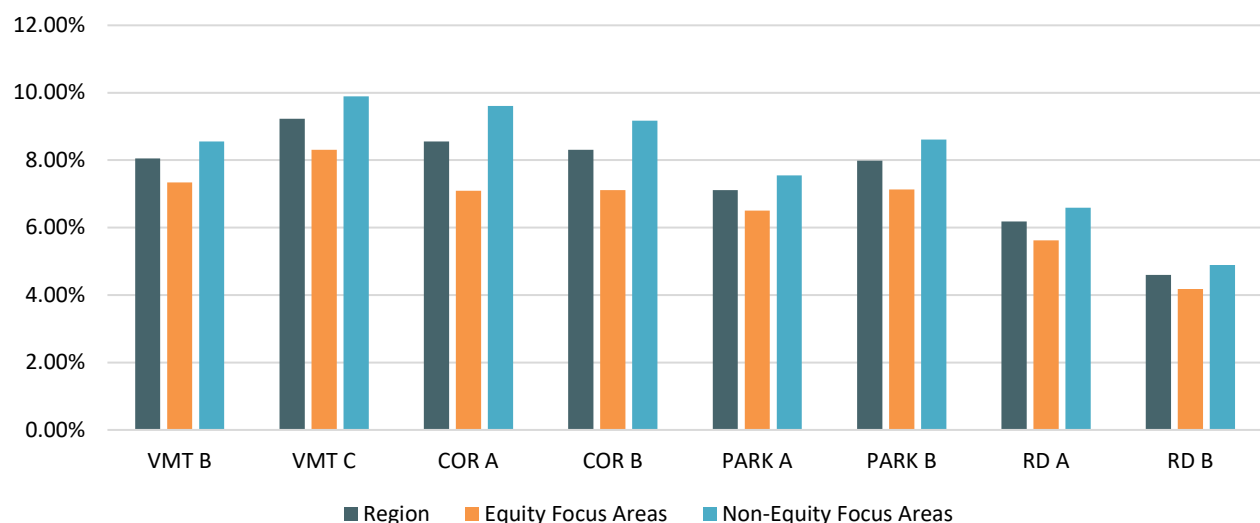


Figure 38 Percent Change in Community Places Accessible by Transit



For both auto and transit trips, access to community places increased with all eight pricing scenarios. The VMT C scenario showed the greatest increase in access to community places for both auto and transit. The two Cordon scenarios showed the smallest increase in community places accessible by auto, while the two Roadway scenarios showed the smallest increase in community places accessible by transit. These results were likely due to the changes in delay for those scenarios as discussed under the Job Access sections above.

All eight pricing scenarios showed an increase in the number of community places accessible by auto and by transit (approximately 5.9% to 15%, for auto, 4.6% to 9.2% for transit). The VMT C scenario resulted in the largest increase for both auto and transit, while the Cordon B scenario resulted in the lowest increase for auto and the Roadway B scenario resulted in the lowest increase for transit.

Compared to the number of jobs in the region, the number of community places is much smaller. Each pricing scenario results in increased access community places for equity focus areas and non-equity

focus areas. Equity focus areas benefit more than non-equity focus areas for accessibility by auto for the cordon scenarios and the roadway scenarios. When it comes to change in access to community places by transit, the benefit to non-equity focus areas exceeds the benefit to equity focus areas for all scenarios.

Travel Times

The study analyzed auto travel times between selected centers throughout the region. The VMT scenarios showed faster travel times between all centers as people chose closer destinations or alternative modes to driving in response to the per-mile charge. With the Cordon scenarios, auto travel times improved to and from the Portland Central Business District (inside the cordon) and worsened slightly between areas on opposite sides of the cordon (likely due to traffic diversion to roadways adjacent to the cordon). The Parking scenarios resulted in slightly faster travel times to areas where parking was charged because fewer autos accessed those places to avoid the charges. The Roadway scenarios showed improved auto travel times between locations where most of the trip could be taken on charged roadways, and worse auto travel times where the trip required travel on arterials. This was likely due to the shifting of traffic from freeways to arterials to avoid the charge. Appendix D includes matrices for each scenario showing the change in travel time from the Base scenario between the selected centers.

Travel Costs

This study evaluated travel costs from two perspectives: total travel costs to the region, and individual traveler costs.

Total Travel Costs

The total travel cost is the combination of total money paid on an average weekday for auto operating costs, tolls, parking, and transit fares, for all drivers in the region. Figure 39 shows the change in total travel cost for each pricing scenario, compared to the Base scenario, while Figure 40 shows the same change in total travel cost, but as an increase on top of the cost in the Base scenario.

Figure 39 Total Travel Cost, Change from Base

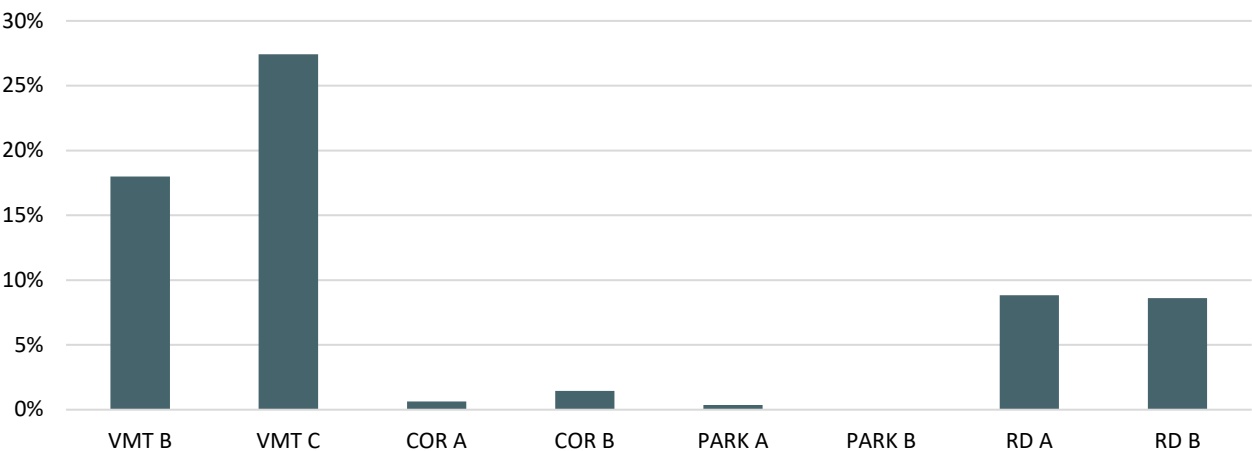
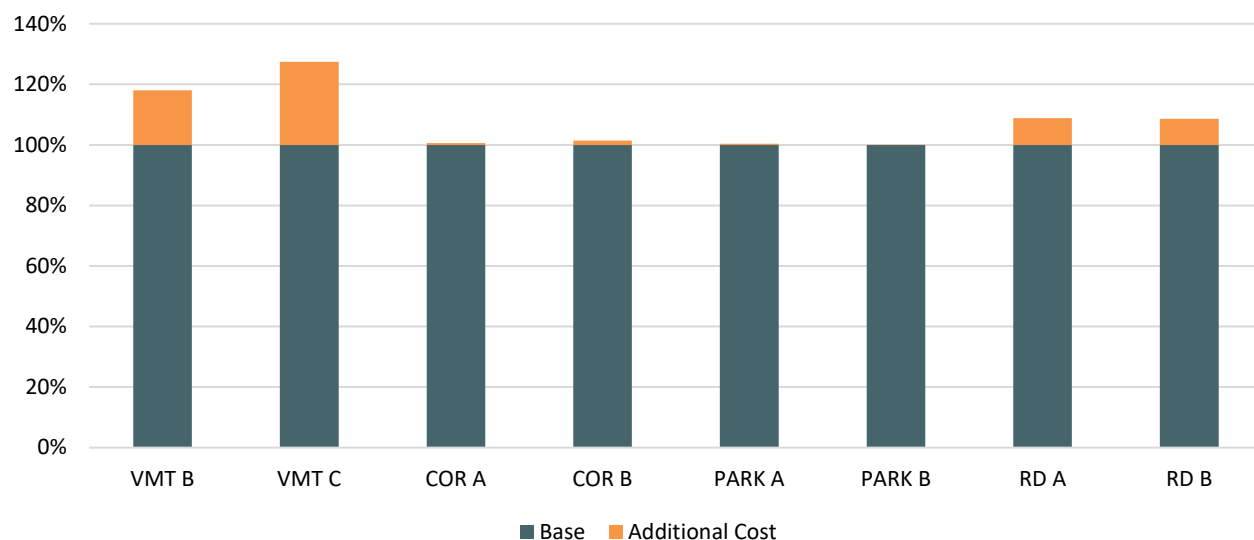


Figure 40 Total Travel Cost, Increase over Base



The two VMT scenarios resulted in the largest increase in total travel cost compared to the Base scenario (18% to 27%), while the Cordon and Parking scenarios resulted in a relatively minimal increase (0% to 1%). For the VMT scenarios, this increase resulted from the new per-mile charges assessed to every driver for every mile driven within the MPA. Comparatively, because the Roadway scenarios only charged for miles driven on the freeways, they affected a smaller number of drivers and miles, and only showed an increase of approximately 9%. Even fewer individuals were charged under either the Cordon or Parking scenarios, so their total travel costs were less. For the Cordon scenarios, an increase in costs resulting from drivers paying the cordon charge was offset by lower vehicle operating costs and lower parking costs, as some drivers changed modes or chose a different destination with lower or no parking costs outside of the cordon area. For the Parking scenarios, higher parking charges were similarly offset by some drivers changing modes or choosing a different destination with lower or no parking costs.

As Figure 40 shows, these additional pricing scenario costs represent a relatively small increase over the total Base scenario travel cost. In particular, at a regional level, total travel costs for the Cordon and Parking scenarios barely changed in relation to the Base scenario travel cost. However, while the regional total travel cost increases seem small, these costs were unevenly distributed, as the next section will describe.

Individual Travel Costs

It is important to consider not just the regional travel cost, but also how different scenarios could impact various populations and trips. While there is not an easy way to represent each of the many different trips within the region, the following analysis highlights some examples of varying origins, destinations, and modes to illustrate some ways in which individuals may be charged under each of the pricing scenarios.

Table 8 displays the additional round trip costs for various driving trips compared to the Base scenario. The origin and destination are shown on the left, followed by the total round-trip distance and total round trip freeway distance (assuming the most efficient route). The additional round trip cost for each

scenario is shown on the right half of the figure, and on the far right, the base cost of the trip under the Base scenario. These examples assumed that drivers continue to use the most efficient path regardless of the charge, and that they would not change their mode or destination.

As Table 8 shows, many trips in the region would not pass through or end in either cordon boundary, or many trips in the region would not end in a charged parking zone. However, all driving trips would incur a charge under the two VMT scenarios, and many trips in the region included at least a portion of their trip on the freeways, if using the most efficient path. Many drivers could avoid all or part of the charges under the Roadway scenarios by diverting to arterials. For the Cordon and Parking scenarios, drivers would need to change either their destination or their mode to avoid or reduce the charge.

Table 8 Example Cost Changes Compared to Base for Various Trips

From	To	Distance (miles)	VMT B	VMT C	COR A	COR B	PARK A	PARK B	ROAD A	ROAD B	Base Total
Troutdale Airport	Hillsboro Intel Campus	62.8	\$4.30	\$8.29	\$ -	\$ -	\$ -	\$ -	\$7.66	\$15.31	\$13.25
Portland Airport	Bridgeport Village	44.6	\$3.06	\$5.89	\$ -	\$ -	\$ -	\$ -	\$5.28	\$10.56	\$9.41
Downtown Beaverton	Oregon City	37.2	\$2.55	\$4.91	\$ -	\$ -	\$ -	\$4.46	\$4.75	\$9.50	\$9.95
Clackamas Town Center	Gateway	15.4	\$1.05	\$2.03	\$ -	\$ -	\$0.40	\$2.03	\$1.85	\$3.70	\$4.48
Gateway	Montgomery Park	18.8	\$1.29	\$2.48	\$ -	\$ -	\$ -	\$ -	\$2.38	\$4.75	\$3.97
Adidas Headquarters	Nike Headquarters	24.4	\$1.67	\$3.22	\$ -	\$ -	\$ -	\$ -	\$2.64	\$5.28	\$5.15
Downtown Gresham	Lloyd District	29.6	\$2.03	\$3.91	\$ -	\$5.63	\$3.97	\$16.13	\$3.17	\$6.34	\$14.44

*For RD A and RD B, trips are assumed to utilize the freeways.

*For COR A and COR B, trips not ending in downtown Portland are assumed to remain on the throughways.

As an example, in Table 8, a round-trip from Troutdale Airport to the Hillsboro Intel Campus would be approximately 63 miles. This trip would see no change in costs from either the Cordon or Parking scenarios, as it would not pass through the Cordon boundaries or end in a charged parking zone. However, because it is a long-distance trip, it would see relatively higher charges under the VMT scenarios, and because most of the trip would be on the freeways, it would see substantially higher charges under the Roadway scenarios. However, this trip could avoid some or all the charges under the Roadway scenario by diverting to arterial streets.

As a second example from Table 8, consider the trip from Downtown Gresham to the Lloyd District. This is a shorter trip (approximately 30 miles round-trip), with less distance traveled on the freeways, so this trip would cost less than the previous example for both the VMT and Roadway scenarios. However, the Lloyd District is located within the Cordon B boundaries and is also located in a high-cost parking area. Because of this, while this trip would also not be charged under the Cordon A scenario, it would accrue a charge under the Cordon B scenario, and it would face higher parking costs in both Parking scenarios, including a substantially higher cost under the Parking B scenario. Interestingly, even though this is a shorter trip than the previous example, the Base cost of this trip is higher because of the high cost of parking in the Lloyd District even in the Base scenario.

Table 9 to Table 10 show further examples of individual trips. For these examples, the change in costs is compared to the change in travel time to provide some context as to the benefits that might (or might not) come from paying a higher charge. Appendix D provides additional example trips.

Example Trip: Sally

Sally lives in Oregon City and drives to work on Swan Island. Table 9 shows how much travel time Sally could save under each pricing scenario, and how much her total auto costs would increase. Sally would pay a charge under five of the eight pricing scenarios, but she would also see travel time benefits under all eight pricing scenarios. In the Cordon B scenario, Sally would pay the Cordon charge twice because she would drive through the Cordon in each direction of her commute; paying the charge saves her 10 minutes of travel time each day. For the two Roadway scenarios, Sally would save 7 to 16 minutes each day, and would pay \$7.50 (Roadway A) or \$12.50 (Roadway B).

Table 9 Example Trip (Sally) Change in Travel Time and Total Auto Costs – Fastest Trip

	VMT B	VMT C	COR A	COR B	PARK A	PARK B	RD A	RD B
Improvement in Travel Time (Minutes)	2.0	4.0	2.0	10.0	1.5	3.5	7.0	16.0
Increase in Total Auto Costs	\$2.50	\$4.50	\$0.00	\$11.50	\$0.00	\$0.00	\$7.50	\$12.50

Sally could also take a different route to avoid the Cordon and Roadway charges. Table 10 shows how her costs and travel times change if she were to choose to avoid these charges. In all three instances, Sally can avoid some or all the charge. However, her total travel costs still increase under all three pricing scenarios, because in the Cordon scenario, her auto operating costs increase due to taking a longer driving route, and in the Roadway scenarios, Sally still pays a charge for a portion of her trip. Also, by avoiding the charge, Sally's travel times actually increase compared to the Base Scenario, by 0.5 to 5.5 minutes.

Table 10 Example Trip (Sally) Change in Travel Time and Total Auto Costs – Charged Trip vs Avoiding Charges

	COR B		RD A		RD B	
	Charge	Avoid	Charge	Avoid	Charge	Avoid
Improvement in Travel Time (Minutes)	10.0	-5.5	7	-0.5	16.0	-2.0
Increase in Total Auto Costs	\$11.50	\$2.00	\$7.50	\$0.50	\$12.50	\$1.00

Example Trip: Roberto

Roberto lives in Woodstock and drives to work in downtown Portland. Table 11 shows how Roberto's travel time changes under each pricing scenario, and how much his total auto costs would increase. Roberto would pay a charge under six of the eight pricing scenarios, but he would also see travel time benefits under those pricing scenarios. In the Parking B scenario, Roberto would pay significantly more to park in downtown Portland, but he would see minimal improvements in travel time; under this scenario, Roberto might consider changing modes to avoid the larger parking charge. For the two Roadway scenarios, Roberto's trip would be slightly slower as diversion from the freeways onto the arterials causes delays for his drive.

Table 11 Example Trip (Roberto) Change in Travel Time and Total Auto Costs

	VMT B	VMT C	COR A	COR B	PARK A	PARK B	RD A	RD B
Improvement in Travel Time (Minutes)	1.0	2.0	2.5	5.0	1.0	2.0	-0.5	-1.5
Increase in Total Auto Costs	\$1.00	\$1.50	\$5.50	\$5.50	\$4.00	\$20.50	\$0.00	\$0.00

Example Trip: Sarah

Sarah lives in Lake Oswego and takes the bus to her doctor at St. Vincent's on Barnes Road. Table 12 shows that Sarah sees minor changes in travel time under each of the pricing scenarios. For most scenarios, she sees a slightly faster trip, though with the Roadway scenarios, she sees a slightly slower trip as diversion from the freeways onto the arterials causes delays for the bus. In all scenarios, her costs do not change, because the pricing scenarios do not assume any changes to TriMet fares.

Table 12 Example Trip (Sarah) Change in Travel Time and Total Auto Costs

	VMT B	VMT C	COR A	COR B	PARK A	PARK B	RD A	RD B
Improvement in Travel Time (Minutes)	1.0	2.0	1.5	1.5	0.5	1.5	-0.5	-1.0
Increase in Total Auto Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Example Trip: Ben

Ben lives in Gresham and takes MAX to Gateway. Table 13 shows that Ben does not see any change in travel time or cost under any of the pricing scenarios. This is because MAX trains use dedicated right of way and are not impacted by changes in traffic volumes or delay, and because the pricing scenarios do not assume any changes to TriMet fares.

Table 13 Example Trip (Ben) Change in Travel Time and Total Auto Costs

	VMT B	VMT C	COR A	COR B	PARK A	PARK B	RD A	RD B
Improvement in Travel Time (Minutes)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Increase in Total Auto Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

5.3 Summary by Pricing Scenario Family

In this section, the results described above are summarized by pricing scenario family to illustrate the relative tradeoffs by type of pricing scenario.

VMT Pricing Family

Table 14 below summarizes the high-level findings for the VMT pricing scenarios.

Table 14 VMT Scenario High-Level Findings

RTP Goal	Metrics	VMT B	VMT C
Congestion & Climate	Daily VMT		
	Drive Alone Rate		
	Daily Transit Trips		
	2HR Freeway VHD		
	2HR Arterial VHD		
Climate	Emissions		
Equity	Job Access (Auto)		
	Job Access (Transit)		
Total Regional Travel Cost		Medium-High	High

Note: Green indicates better alignment with regional goals when compared to the Base scenario

Legend	
	Large Positive Change
	Moderate Positive Change
	Small Positive Change
	Minimal Change
	Small Negative Change
	Moderate Negative Change
	Large Negative Change

Note: “Positive” and “Negative” refer to progress toward regional goals, and not to numerical values (i.e., a reduction in VMT is “positive”)

The two VMT scenarios showed improvements relative to the Base scenario (positive changes) at the regional scale for all studied metrics. Both VMT scenarios showed changes to driver behavior by:

- Reducing daily vehicle miles traveled
- Reducing the drive alone rate
- Increasing daily transit trips
- Reducing vehicle hours of delay on both freeways and arterials
- Reducing emissions
- Increasing job access via both auto and transit

The VMT C scenario performed best among all tested scenarios in reducing daily vehicle miles traveled, reducing the drive alone rate, increasing job access via both auto and transit, reducing vehicle hours of delay on arterials, and reducing emissions, and performed second best in reducing overall vehicle hours of delay. However, the VMT C scenario also had the highest regional travel cost of all tested

scenarios. It also resulted in higher costs for individual drivers compared to the VMT B scenario, and drivers could not avoid a charge without changing their destination or mode.

Additionally, from a geographic perspective the benefits of the VMT scenario were not evenly distributed. Costs tended to be higher for drivers who live further away from downtown Portland and who have fewer convenient or useful non-driving alternatives. At the same time, these drivers generally saw fewer improvements to the number of jobs they were able to access by transit or auto in a typical commute time. Additionally, drivers who work two jobs and may not be able to easily use alternative modes to commute may be disproportionately impacted. Appendix D contains additional figures documenting the change in cost compared to the change in job access via auto for the VMT scenarios.

Considerations

The two VMT scenarios performed well on all metrics at a regional scale, largely because all driving trips within the MPA would be charged. Total travel cost would be the highest among the pricing tools studied, but those costs would be the most widely distributed compared to other pricing options. A VMT pricing program, however, should consider whether drivers that would pay more have viable alternatives to driving, and could focus on investments (transit, pedestrian, or bicycling infrastructure) or provide discounts or caps on charges for groups that would be disproportionately impacted, either because of where they live or their ability to pay.

Cordon Pricing Family

Table 15 below summarizes the overall results for the Cordon pricing scenarios.

Table 15 Cordon Scenario High-Level Findings

RTP Goal	Metrics	COR A	COR B
Congestion & Climate	Daily VMT		
	Drive Alone Rate		
	Daily Transit Trips		
	2HR Freeway VHD		
	2HR Arterial VHD		
Climate	Emissions		
Equity	Job Access (Auto)		
	Job Access (Transit)		
Total Regional Travel Cost		Medium-Low	Medium-Low

Note: Green indicates better alignment with regional goals when compared to the Base scenario

Legend	
	Large Positive Change
	Moderate Positive Change
	Small Positive Change
	Minimal Change
	Small Negative Change
	Moderate Negative Change
	Large Negative Change

Note: “Positive” and “Negative” refer to progress toward regional goals, and not to numerical values (i.e., a reduction in VMT is “positive”)

The two Cordon scenarios showed improvements relative to the Base scenario (positive changes) at the regional scale for five of the studied metrics. Both Cordon scenarios showed changes to driver behavior by:

- Reducing daily vehicle miles traveled
- Reducing the drive alone rate
- Increasing daily transit trips
- Reducing emissions
- Increasing job access via transit

The Cordon B scenario performed second best among all tested scenarios in increasing daily transit trips. However, the two Cordon scenarios showed negative changes relative to the Base scenario at the regional scale for two of the studied metrics:

- Increasing vehicle hours of delay on both freeways and arterials
- Reducing job access via auto

The Cordon B scenario implemented a charge within a larger area than the Cordon A scenario, which resulted in greater positive changes. However, the Cordon B scenario also resulted in charges for more individual drivers, and drivers could not avoid a charge without changing their destination or mode if their destination were within the cordon boundaries.

Additionally, from a geographic perspective the benefits and costs of the Cordon scenario were not evenly distributed. Costs tended to be higher for drivers living further away from downtown Portland and with fewer good non-driving alternatives. At the same time, due to increased congestion on regional highways in and around downtown Portland, these drivers generally saw more negative impacts to the number of jobs they could access by auto in a typical commute time. On the other hand, trips that did not require driving in or near the cordon area were minimally affected, as increased delay and vehicle volumes were concentrated in and around the cordon area. Additionally, those who did rely on transit generally benefited from the cordon scenarios, as buses experienced fewer delays within the cordon and the number of jobs accessible via transit in a typical commute increased. Appendix D contains additional figures documenting the change in cost compared to the change in job access via auto for the Cordon scenarios.

Considerations

The two Cordon scenarios demonstrated mixed results at a regional level. The relatively high mode shift to transit indicates that adding a charge for drivers in areas with good transit infrastructure could successfully shift travel modes. However, the diversion onto the nearby uncharged facilities that increased vehicle delay and decreased job access by transit would need to be explored in greater depth. Cordon design considerations could include expanding the cordon area to encompass more origins and destinations, pairing cordon pricing with roadway pricing on key facilities near the cordon, providing a time-of-day charge, or providing discounts or exemptions for groups that would be disproportionately impacted. Improvements to arterials near the cordon to speed transit (such as bus only lanes) could also be considered.

Parking Pricing Family

Table 16 below summarizes the overall results for the Parking pricing scenarios.

Table 16 Parking Scenario High-Level Findings

RTP Goal	Metrics	PARKING A	PARKING B
Congestion & Climate	Daily VMT		
	Drive Alone Rate		
	Daily Transit Trips		
	2HR Freeway VHD		
	2HR Arterial VHD		
Climate	Emissions		
Equity	Job Access (Auto)		
	Job Access (Transit)		
Total Regional Travel Cost		Low	Low

Note: Green indicates better alignment with regional goals when compared to the Base scenario

Legend	
	Large Positive Change
	Moderate Positive Change
	Small Positive Change
	Minimal Change
	Small Negative Change
	Moderate Negative Change
	Large Negative Change

Note: "Positive" and "Negative" refer to progress toward regional goals, and not to numerical values (i.e., a reduction in VMT is "positive")

The two Parking scenarios showed improvements relative to the Base scenario (positive changes) at the regional scale for all the studied metrics (for the Parking A scenario, the change in job access via transit was minimal, but still in the positive direction). Both Parking scenarios showed changes to driver behavior by:

- Reducing daily vehicle miles traveled
- Reducing the drive alone rate
- Increasing daily transit trips
- Reducing vehicle hours of delay on both freeways and arterials
- Reducing emissions
- Increasing job access via both auto and transit

The Parking B scenario performed best among all tested scenarios in increasing daily transit trips and performed second best in reducing the drive alone rate. The Parking B scenario also implemented significantly higher parking charges, which resulted in greater positive changes compared to the Parking A scenario. However, the Parking B scenario also resulted in significantly higher charges for individual drivers who parked in paid parking areas, and drivers could not avoid a charge without changing their destination or mode if their destination were within a paid parking area.

Additionally, from a geographic perspective the benefits and costs of the Parking scenario are not evenly distributed. Costs tended to be higher for drivers living further away from downtown Portland and with fewer good non-driving alternatives. At the same time, these drivers generally saw less benefit in terms of increased job access in a typical commute time. Additionally, those who did rely on transit generally benefited from the parking scenarios, as buses experienced fewer delays due to reduced volumes in the downtown Portland core and the number of jobs accessible via transit in a typical commute increased. Appendix D contains additional figures documenting the change in cost compared to the change in job access via auto for the Parking scenarios.

Considerations

The two Parking scenarios were effective for all metrics at a regional level. The increase in transit ridership was likely a direct result of where the charges were assessed (areas with good transit service). Charges were concentrated on fewer travelers compared to the VMT scenarios, so while the total travel cost was low compared to other pricing scenarios, the cost to the individual drivers who parked would be relatively high. The impacts to vulnerable populations should be carefully considered by a parking program, which could focus on discounts or caps on charges for key groups or reinvest revenues in improving transit service.

Roadway Pricing Family

Table 17 below summarizes the overall results for the Roadway pricing scenarios.

Table 17 Roadway Scenario High-Level Findings

RTP Goal	Metrics	ROADWAY A	ROADWAY B
Congestion & Climate	Daily VMT		
	Drive Alone Rate		
	Daily Transit Trips		
	2HR Freeway VHD		
	2HR Arterial VHD		
Climate	Emissions		
Equity	Job Access (Auto)		
	Job Access (Transit)		
Total Regional Travel Cost		Medium	Medium

Note: Green indicates better alignment with regional goals when compared to the Base scenario

Legend	
	Large Positive Change
	Moderate Positive Change
	Small Positive Change
	Minimal Change
	Small Negative Change
	Moderate Negative Change
	Large Negative Change

Note: "Positive" and "Negative" refer to progress toward regional goals, and not to numerical values (i.e., a reduction in VMT is "positive")

The two Roadway scenarios showed improvements relative to the Base scenario (positive changes) at the regional scale for six of the studied metrics (for Roadway A, the change in daily transit trips was

minimal, but still in the positive direction). Both Roadway scenarios showed changes to driver behavior by:

- Reducing daily vehicle miles traveled
- Reducing the drive alone rate
- Increasing daily transit trips
- Reducing vehicle hours of delay on freeways
- Reducing emissions
- Increasing job access via auto

The Roadway B scenario performed best among all tested scenarios in reducing both overall and freeway vehicle hours of delay and performed second best in reducing daily vehicle miles traveled. Interestingly, the Roadway A scenario performed second best among all tested scenarios at improving job access via auto; with a larger charge to drive on the throughways, the Roadway B scenario was less effective at improving job access via auto.

However, the two Roadway scenarios showed negative changes relative to the Base scenario at the regional scale for two of the studied metrics (for Roadway A, the change in job access via transit was minimal, but still in the negative direction):

- Increasing vehicle hours of delay on arterials
- Reducing job access via transit

Most significantly, the two Roadway scenarios both showed diversion of traffic volumes from the freeway network to the arterials as drivers seek to avoid a charge. The effect is magnified with Roadway B - with the charge doubled compared to Roadway A, the arterial vehicle hours of delay increase.

Additionally, from a geographic perspective the benefits and costs of the Roadway scenario were not evenly distributed. Costs tended to be higher for drivers living closer to a freeway or highway. At the same time, these drivers generally saw more of an increase in the number of jobs they were able to access by auto in a typical commute time, due to decreased congestion on those freeways and highways. On the other hand, drivers living farther from a freeway or highway but who still drove longer distances were most negatively affected, as they saw less of an increase in job access via auto due to higher volumes and delay on arterial streets that they traveled to reach the freeways. Additionally, those who did rely on transit were generally negatively impacted by the Roadway scenarios, as buses primarily traveled on arterial roads, which became congested in the Roadway A scenario and substantially more congested in the Roadway B scenario, resulting in slower transit and a decrease in the number of jobs accessible via transit in a typical commute. Appendix D contains additional figures documenting the change in cost compared to the change in job access via auto for the Roadway scenarios.

Considerations

The two Roadway scenarios had mixed results at a regional level, with improvements on reductions in VMT and reduced delay on the charged roadways coupled with increased delay to nearby non-charged roadways. Burdens and benefits were not uniformly distributed and could disproportionately impact travelers that live on the outskirts of the region.

The complexity of these findings indicate that a roadway pricing program should focus not only on the impacts to delay on the throughways charged, but the impacts to nearby non-charged roadways. Impacts at a localized scale would need to be examined to understand if there were investments (such as transit, bike, or pedestrian improvements) that could improve overall performance. In addition, the impacts to travel costs should be assessed at a granular scale to understand the impact on vulnerable groups.

6 FEASIBILITY AND IMPLEMENTATION CONSIDERATIONS

Metro's analysis of the four types of pricing showed that they all have the potential to help reduce congestion and lower greenhouse gas emissions, with varying degrees of success. The equity and best practices discussions yielded agreement that congestion pricing tools can also address equity concerns and decisions about how to spend revenue can also address safety concerns. Any one of these four pricing tools could be implemented separately or in some combination.

A major consideration in addition to performance is how easy or difficult a pricing tool would be to implement. This section provides an overview of the feasibility considerations, including: a review of public acceptance, technology, enforcement, cost to implement, legal and policy considerations, and ease of implementation. A more detailed discussion on implementation considerations is found in Appendix A.

6.1 Technology Considerations

The four congestion pricing tools analyzed rely on different types of enabling technologies for implementation.

- **Tolling Technologies** – Modern electronic toll collection systems use Automatic Vehicle Identification (AVI) and Automatic License Plate Reader (ALPR) technologies, which identify vehicles without impeding traffic flow. Both collection systems use transponders to identify vehicles with pre-paid toll accounts to charge vehicles. Those without transponders have the option of paying by mail. *(Applies to cordon pricing and roadway pricing scenarios)*
- **Mobile Applications** – Several companies are using cell phone-based technologies, such as GPS and 5G wireless positioning features, to determine vehicle location and assess tolls. *(Applies to cordon pricing and roadway pricing scenarios)*
- **Connected Vehicles (V2X)** – Installation of Dedicated Short-Range Communications (DSRC) in new vehicles (e.g., 5G wireless network communication). This allows for new vehicles to communicate with toll infrastructure and automatically charge vehicles. These connected vehicles present opportunities to leverage their communications capabilities to automatically toll vehicles. *(Applies to cordon pricing and roadway pricing scenarios)*
- **OReGO¹² Technologies** – Uses devices that connect into a vehicle's On-Board Diagnostic (OBD)-II ports to get vehicle information and odometer reads, then transmit it wirelessly back to the VMT account manager. *(Applies to VMT scenarios)*
- **Self-Reporting** – Vehicle owners manually logging mileage online periodically. These self-reporting methods are being trialed in various states that are piloting VMT programs. *(Applies to VMT scenarios)*

¹² OReGO participants pay 1.8 cents for each mile they drive on Oregon roads. That money goes into the State Highway Fund for construction, maintenance, and preservation of roads and bridges. See <https://www.myorego.org/> for more information.

- **Parking Payment Systems** – Mobile payment apps and smart sensors have revolutionized the ability for parking operators to dynamically price and manage parking inventory. In general, parking payment systems have largely automated how parking operators can collect payments. This growth in payment systems coupled with existing taxing ability for government entities to collect from parking operators would allow agencies to impose and collect congestion pricing fees more easily. (*Applies to parking pricing scenarios*)

6.2 Implementation Considerations

Implementation considerations of each technology is critical to further understand the feasibility of the four congestion pricing tools. This section addresses the implementation of technology, enforcement, cost, policies/legal, and ease of use for the public. A summary matrix is included to assess how these implementation topics relate to each congestion pricing tool.

1. **Technology:** Several considerations are vital to implementation of technology.

- **Technology Maturity.** Deploying existing technologies will likely be less expensive to implement and reduce scheduling risks compared to deploying emerging or in-development technologies. Implementing existing technologies does need to be weighed against the risk of the technology becoming obsolete in the near future or being vulnerable to future market disruptors.
- **Physical Roadside Presence.** The physical footprint of technologies will be important in urban environments where space and visual aesthetics are at premium. For instance, a typical tolling system requires overhead mounted antennas that effectively read transponders and capture license plates to be installed throughout the corridors to provide effective compliance. Some of this infrastructure might not be allowed in certain parts of the city (for example, within an historical district) or require design commission approval.
- **Intrusiveness.** The more the technology requires the public to take an action, the more difficult it will be for the technology be adopted and for pricing to be applied accurately and reliably. For instance, a technology that requires customers to download an app and track mileage manually would be less effective than a technology that captures license plates and automatically sends a bill to a customer.
- **Compatibility with Other Pricing Programs.** Keeping in mind coordination with other pricing programs will go a long way towards creating a more seamless customer experience for travelers. In particular, ODOT is planning to implement tolling on Interstates in the Portland region, so adopting common technologies and payment systems may be advantageous in order to reduce duplicative efforts and provide savings through economies of scale. The Hop regional transit fare program and various private parking payment systems are other programs that a pricing program could coordinate with.

2. **Equity:** Selection of particular technologies and methodologies for pricing should consider impacts on different demographic and income groups in the region. Expensive or complex pricing methods may not only unfairly burden transportation disadvantaged travelers and create barriers to entry for them but could also cause these groups to be punitively treated as violators due to their lack of

access to the proper technologies. The overall customer experience of how travelers enroll, pay, and use priced facilities should also be carefully considered and steps taken to reduce undue impacts. For example, paying tolls should allow those without access to traditional banking services to be able to use alternative payment methods, such as cash payment kiosks at local stores, or to preload a pass account at a retail location. The TriMet Hop Fastpass fare card system has explored methods to improve access for the unbanked and underbanked population that could provide some lessons to congestion pricing¹³.

3. **Enforcement:** Enforcement entails balancing revenues lost due to scofflaws, perception of enforcement effectiveness by the public, and the cost of the enforcement itself. Striving for 100% enforcement may be cost prohibitive, but not investing enough would upset paying customers and reduce revenues. In addition, some pricing methods, such as mobile apps, are great for paying customers, but do nothing for catching and charging drivers without the apps. A layered, multiple technology approach to enforcement may be needed.
4. **Cost:** Selection of pricing scenarios and technologies should also take into consideration both the upfront capital cost of implementation and ongoing operational costs to evaluate overall lifecycle costs. Cost should also be examined in context of potential revenues raised. In addition, funding sources for capital and operational costs could also influence the pricing technology and delivery method selected. For example, the region could consider a Public Private Partnership (PPP) delivery method to take advantage of private financing. Any consideration of PPP would need to be done thoughtfully and with the unique context of Portland's needs in mind.
5. **Policies/Legal:** Consideration must be made for the need to secure authorization to implement any congestion pricing program, specifically the powers to impose a price and to enforce it. A more thorough legal review would be needed beyond these insights:
 - **VMT authority.** The current OReGo program's authority is covered under ORS 319.883-.947. Privacy of customer data is also explicitly protected under ORS 319.915. However, the regulations only make VMT voluntary and do not allow imposing a mandate. Therefore, violation regulations only cover misreporting of mileage by voluntary VMT program participants.
 - **Tolling/Cordon authority.** At the State level, tolling of roadways are covered where the Oregon Transportation Commission has the power to approve toll on any "highway" in Oregon (all public roads in Oregon). At the Federal level, 23 U.S.C. 129 stipulates tolling of Interstates is limited to new highways and new lanes added to existing Interstate highways, provided the number of toll-free lanes are maintained, or to reconstruction or replacement of a toll-free bridge or tunnel and conversion of the bridge or tunnel to a toll facility.¹⁴

¹³ More information on TriMet's Hop Fastpass program can be found at <https://myhopcard.com/home/> (last accessed May 16, 2021).

¹⁴ Oregon is a participant in the FHWA Value Pricing Pilot Program (VPPP). The VPPP was established in 1991 (as the Congestion Pricing Pilot Program) to encourage implementation and evaluation of value pricing pilot projects to manage congestion on highways through tolling and other pricing mechanisms. While the program no longer actively solicits projects, it can still provide tolling authority to State, regional or local governments to implement congestion pricing applications. See https://ops.fhwa.dot.gov/congestionpricing/value_pricing/ for more detail.

- **Parking pricing.** The ability to raise parking fees for congestion pricing purposes is assumed to need authorization from local jurisdictions.

Table 18 Ease of Implementation of the Four Pricing Scenarios under Consideration

Scenarios	Method of Pricing	Technology	Enforcement	Cost	Policies/ Legal	Ease of Use
VMT	OReGo OBDII port technologies	Existing technology	Cannot enforce with out-of-state drivers	Need to deploy on all vehicles	Need to mandate VMT for all OR vehicles, privacy concern	Already deployed
	Self-reporting	Need to develop self-reporting system	Relies on honor system, cannot enforce with out of state drivers	Cost of developing self-reporting system and ongoing administrative costs	Need to mandate VMT for all OR vehicles	Depends on complexity and frequency of self-reporting
Cordon Pricing	Tolling technology	Existing technology	Pursuit registered owner with license plate	Upfront construction costs	Need tolling authority	Requires setting up toll accounts
	Mobile apps	Existing technology	Needs to be coupled with roadside enforcement	Minimal development costs, operational costs depend on enforcement approach	Need tolling authority, privacy concerns	Minimal effort to download and sign up
	Connected vehicles	Not universally available nor installed	Needs to be coupled with roadside enforcement	Require new infrastructure to support	Need tolling authority, privacy concerns	Requires setting up toll accounts
Parking Pricing	Raise prices using existing paid parking systems	Existing technology	Using existing means of parking enforcement	Mainly administrative costs	Leverage existing parking fee/taxation frameworks	No change in paying method
Roadway Pricing	Tolling technology	Existing technology	Hard to enforce on arterial roads	Significant infrastructure cost due to frequency of tolling locations needed	Need tolling authority	Requires setting up toll accounts
	Mobile apps	Existing technology	Needs to be coupled with roadside enforcement	Significant infrastructure cost	Need tolling authority, privacy concerns	Minimal effort to download and sign up
	Connected vehicles	Not universally available nor installed	Needs to be coupled with roadside enforcement	Require new infrastructure to support	Need tolling authority, privacy concerns	Requires setting up toll accounts
Legend:	Easy	Moderate	Difficult			

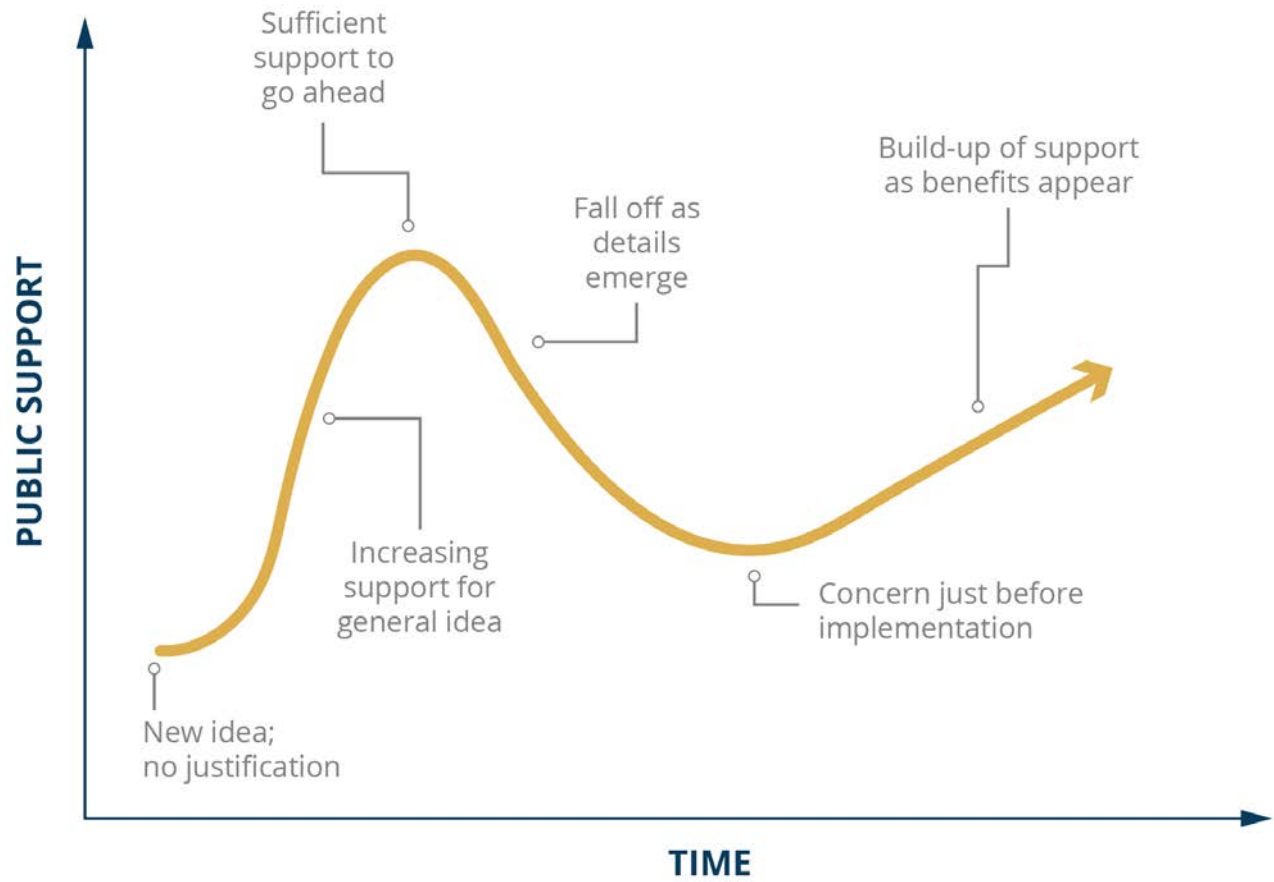
6. **Customer Ease of Use:** Widespread adoption of technologies in already deployed in the region, such as the OReGO program, could reduce costs and increase customer convenience. The more automated payments and streamlined business rules are made, the easier it is for the public to participate, contrasting to methods that require more frequent inputs such as manually tracking mileages which would make compliance more difficult.

6.3 Key Insights

The ease of implementation summarized in Table 18 presents a high-level screening which considers broad issues. As implementing agencies fine tune pricing scenarios, implementation details will also become clearer, and solutions refined. Key insights of implementation at this stage:

- Public acceptance: all pricing programs are likely to struggle with public acceptance. There is a common perception that pricing is likely to hurt transportation disadvantaged populations and that people will pay more for something without seeing a benefit. Case studies have shown acceptance grows after a pricing program is implemented, as shown in Figure 41 below. A concerted public engagement and marketing effort would likely be needed to garner acceptance of a congestion pricing project or program.
- Parking pricing is the easiest of the tools to implement since it leverages existing infrastructure and processes to introduce congestion pricing.
- Cordon pricing can leverage state of the art tolling and enforcement technologies, making implementation moderately difficult to implement.
- Although roadway pricing can leverage many tolling methods, enforcement can be difficult. Also, tolling roadways that are not limited access could be cost prohibitive, reflecting why arterial tolling is not typically priced.
- A VMT program could build off of the OReGO pilot but a major implementation barrier is enforcement and mandating vehicles to participate.
- A pilot phase might make sense for the Portland region to trial one or more technologies before scaling up to a region-wide system.

Figure 41 Public Acceptance of Congestion Pricing Changes Over Time



Source: Adapted from Centre for Transport Studies Stockholm

7 COMPLEXITY OF REVENUE

Cost and revenue potential of pricing varies by the type of congestion pricing. The amount charged must be balanced against the cost to deploy and operate a pricing program, including both capital and operating costs.

The cost estimation of a congestion pricing scenario is dependent on which method of applying pricing is employed. The first component of cost estimation, **capital cost**, entails the cost to initially implement a scenario's method of pricing and is heavily influenced by the maturity of technology available, the ability to leverage an existing pricing program, and the physical footprint of equipment that needs to be deployed. The second component of cost estimation is **operating cost**, the ongoing cost to administer and maintain the scenario's method of pricing. Operating costs are dependent on the ability to leverage an existing pricing program (if available), the cost of handling transactions, and the volume of transactions generated. Revenues generated by the congestion pricing program must be high enough to pay for implementation and operation of a program or project; and to address equity and safety impacts that may be introduced.

Therefore, cost estimations range considerably for the congestion pricing scenarios and their specific methods of pricing. Considerations are summarized in Table 19. The following is a summary of scenarios from the least expensive to the most expensive.

- **Parking Pricing** – Parking pricing scenarios are the least expensive to deploy and operate since they can readily leverage existing priced parking technology in use. As long as the parking rate structure is simple (and not dynamically set), most of the cost of implementing this family of scenarios is in the form of staffing to ensure fees are correctly administered and collected. Although implementation costs are low, these scenarios hold low revenue potential as well.
- **VMT** – Moderately costly to implement, the VMT scenario benefits from the ability to build on Oregon DOT's existing OReGO road user charge program. Technology and administration have already been deployed to collect fees, and that technology could be scaled up to expand VMT to the entire region. The main cost for VMT is equipping vehicles and administering the program. VMT scenarios have a high potential for revenue generation, and costs are shared among all drivers of the region.
- **Cordon Pricing** – Depending on the method of tolling and enforcement employed, cordon pricing can range from moderately expensive to most expensive. On the lower end of the cost scale is deploying app-based technology with selective enforcement, which could lower equipment costs, but results in lower potential revenues and reduce pricing's effectiveness. On the other hand, a robust implementation of tolling equipment around the cordon's boundary would reduce revenue leakage, but significantly raise construction and operational costs.
- **Roadways** – Tolling of Portland's throughway network would be the most expensive due to the network's extensive geographical footprint. Even if utilizing technologies that make it relatively easier for customers to pay a toll (such as mobile apps), and with a minimal number of toll gantries needed for enforcement, roadway pricing is expected to be costly to implement and to generate

vast numbers of transactions to process, requiring high administrative and operating cost expenditures.

These scenarios vary in their revenue generation potential.

Table 19 Cost Estimations by Scenario

Scenarios	Method of Pricing	Capital Costs	Operating Costs	Revenue Potential
VMT	OReGo OBDII port technologies			\$\$\$\$
	Self-reporting			
Cordon Pricing	Tolling technology			\$
	Mobile apps			
	Connected vehicles			
Parking Pricing	Raise prices using existing paid parking systems			\$
Roadway Pricing	Tolling technology			\$\$
	Mobile apps			
	Connected vehicles			
Legend:	Least Expensive	Moderately Expensive	Most Expensive	

NOTE: The table above summarizes order of magnitude cost and revenue for scenarios modeled as part of this study. Specific cost and revenue analysis would be needed as part of any specific pricing project.

8 CONCLUSIONS & RECOMMENDATIONS

This study explored the potential for different types of congestion pricing to help the Portland Metropolitan Region meet the four regional transportation priorities adopted in the 2018 Regional Transportation Plan. Project staff relied on several key resources to guide the work, including Metro's Regional Travel Demand Model; guidance from congestion pricing experts around the country; and engagement with equity experts local to this region, including CORE, EMAC, and the POEM Task Force. In documenting the main findings from this study, we have gleaned several that we believe will be particularly helpful to policy makers and project sponsors going forward.

8.1 Peer Evidence and Support

Portland is not the first metropolitan region to consider pricing strategies to support community goals. Many cities nationally and across the globe have implemented pricing strategies and realized significant benefits. For example:

- **Stockholm:** The congestion pricing program has reduced traffic by 22% and greenhouse gas emissions by 14%. Program revenues have funded 18 new regional bus lines and 2,800 new regional park-and-ride spaces.¹⁵ After congestion pricing was implemented, the number of acute asthma cases in young children dropped by about 50%.¹⁶
- **London:** Prior to congestion pricing, traffic in central London averaged 2-5 mph. Since implementation, the average traffic speed has increased to 10 mph.¹⁷ London increased bus service in the pricing zone by 27%, improving transit reliability and travel times. As a result, bus ridership increased 38% in two years.¹⁸

Many North American cities also have studies underway or are near implementation. A few examples are provided below:

- **New York City:** In 2019, New York City implemented a congestion zone surcharge on for-hire vehicles (like taxis, Uber and Lyft) in Manhattan as part of its phased approach to pricing. Future phases, planned for implementation in 2021, include a vehicle fee for crossing into a specified zone. Revenues collected from the program will be reinvested into capital transit projects, particularly in the city's subway system.
- **San Francisco:** In 2019, the San Francisco County Transportation Authority (SFCTA) began to explore how a fee to drive downtown could achieve congestion, climate, equity, and safety goals. The study builds on a 2010 Study, which evaluated the applicability of congestion pricing to San Francisco.

¹⁵ SFCTA, *Mobility, Access, and Pricing Study: Case Studies: Stockholm and London*, 2010.

¹⁶ Simeonova, E, et al., *Congestion Pricing, Air Pollution and Children's Health*, 2018.

¹⁷ SFCTA, *Mobility, Access, and Pricing Study: Case Studies: Stockholm and London*, 2010.

¹⁸ *Congestion Charging Central London, Impacts Monitoring Second Annual Report*, 2004.

- **Vancouver, B.C.:** A 2018 study considered how congestion pricing could reduce traffic congestion, promote fairness, and support transportation investment. A second phase of study is developing a more detailed approach to a pricing program.

8.2 Key Takeaways

Congestion pricing has the potential to help the greater Portland region meet the priorities outlined in its 2018 Regional Transportation Plan, including reducing congestion and improving mobility, reducing greenhouse gas emissions, and improving equity and safety outcomes. However, it depends how pricing is implemented in the region.

VMT

VMT scenarios performed well on all metrics at a regional scale, largely because all driving trips within the MPA would be charged. Total travel cost would be the highest among the pricing tools studied, but those costs would be the most widely distributed compared to other pricing options. A VMT pricing program should consider whether drivers who would pay more have viable alternatives to driving, and could focus on investments (transit, pedestrian, or bicycling infrastructure) or provide discounts or caps on charges for groups that would be disproportionately impacted, either because of where they live or their ability to pay.

Cordon

The cordon analysis demonstrated mixed results at a regional level. The cordons studied resulted in relatively high mode shift to transit, indicating that adding a charge for drivers in areas with good transit infrastructure could successfully shift travel modes. However, the diversion onto the nearby uncharged facilities that increased vehicle delay and decreased job access by transit would need to be explored in greater depth. Cordon design considerations could include expanding the cordon area to encompass more origins and destinations, pairing cordon pricing with roadway pricing on key facilities near the cordon, providing a time-of-day charge, or providing discounts or exemptions for groups that would be disproportionately impacted. Improvements to arterials near the cordon to speed transit (such as bus only lanes) could also be considered.

Parking

Overall, parking charging demonstrated positive results for all metrics at a regional level. The analysis shows that charging for parking could increase transit ridership – likely a direct result of where the charges were assessed (areas with good transit service). Charges were concentrated on fewer travelers compared to the VMT scenarios, so while the total travel cost was low compared to other pricing scenarios, the cost to the individual drivers who parked was relatively high. The impacts to vulnerable populations should be carefully considered in a parking program, which could focus on discounts or caps on charges for key groups or revenue reinvestment to improve transit service.

Roadway

The two Roadway scenarios had mixed results at a regional level, with reductions in VMT and reduced delay on the charged roadways coupled with increased delay to nearby non-charged roadways. Burdens and benefits were not uniformly distributed and could disproportionately impact travelers that live on the outskirts of the region.

The complexity of these findings indicates that a roadway pricing program should focus not only on the impacts to delay on the throughways charged, but the impacts to nearby non-charged roadways. Impacts at a localized scale would need to be examined to understand if there were investments (such as transit, bike, or pedestrian improvements) that could improve overall performance. In addition, the travel costs should be assessed at a granular scale to understand the impact on vulnerable groups.

Equity Considerations

While the equity focus areas see an increase in percent change of jobs accessible by auto in six of the eight scenarios, they benefit less than non-equity focus areas across the board. Related to access to community places, each pricing scenario results in increased access for equity focus areas and non-equity focus areas. Equity focus areas benefit more than non-equity focus areas for accessibility by auto for the cordon scenarios and the roadway scenarios. When it comes to change in access to community places by transit, the benefit to non-equity focus areas exceeds the benefit to equity focus areas for all scenarios.

8.3 Recommendations

Below are general recommended considerations for both policymakers and future project owners and operators, as well as specific recommendations that would apply to each group.

- Congestion pricing can be used to improve mobility and reduce emissions. This study demonstrated how these tools could work with the region's land use and transportation system.
- Define clear goals and outcomes from the beginning of a pricing program. The program priorities such as mobility, revenues, or equity should inform the program design and implementation strategies. Optimizing for one priority over another can lead to different outcomes.
- Recognize that benefits and impacts of pricing programs will vary across geographies. These variations should inform decisions about where a program should target investments and affordability strategies and in depth outreach.
- Carefully consider how the benefits and costs of congestion pricing impact different geographic and demographic groups. In particular, projects and programs need to conduct detailed analysis to show how to:
 - o maximize benefits (mobility, shift to transit, less emissions, better access to jobs and community places, affordability, and safety) and
 - o address negative impacts (diversion and related congestion on nearby routes, slowing of buses, potential safety issues, costs to low-income travelers, and equity issues).

- Congestion pricing can benefit communities that have been harmed in the past, providing meaningful equity benefits to the region. However, if not done thoughtfully, congestion pricing could harm BIPOC and low-income communities, compounding past injustices.
- Conversations around congestion pricing costs, revenues, and reinvestment decisions should happen at the local, regional, and when appropriate the state scale, depending on the distribution of benefits and impacts for the specific policy, project, or program being implemented.

Specifically For Policy Makers

- Congestion pricing has a strong potential to help the greater Portland region meet the priorities outlined in its 2018 Regional Transportation Plan, specifically addressing congestion and mobility; climate; equity; and safety.
 - Technical analysis showed that all four types of pricing analyzed improved performance in these categories;
 - Best practices research and input from experts showed there are tools for maximizing performance and addressing unintended consequences.
- Given the importance of pricing as a tool for the region’s transportation system, policy makers should include pricing policy development and refinement as part of the next update of the Regional Transportation Plan in 2023, including consideration of other pricing programs being studied or implemented in the region.

Specifically For Future Project Owners/Operators

- The success of a specific project or program is largely based on **how** it is developed and implemented requiring detailed analysis, outreach, monitoring, and incorporation of best practices.
- Coordinate with other pricing programs, including analysis of cumulative impacts and consideration of shared payment technologies, to reduce user confusion and ensure success of a program.
- Conduct meaningful engagement and an extensive outreach campaign, including with those who would be most impacted by congestion pricing, to develop a project that works and will gain public and political acceptance.
- Build equity, safety, and affordability into the project definition so a holistic project that meets the need of the community is developed rather than adding “mitigations” later.
- Establish a process for ongoing monitoring of performance, in order to adjust and optimize a program once implemented.

8.4 Next Steps

Since its identification as a high priority, high impact strategy in the 2018 RTP, Metro staff and leaders endeavor to better understand how our region could use congestion pricing to manage traffic demand to meet climate goals without adversely impacting safety or equity. This study delineates the impacts pricing could have in helping the region:

- Reduce traffic congestion;

- Improve equity by reducing disparity;
- Enhance safety by getting to Vision Zero; and
- Support the climate by reducing greenhouse gas emissions.

The study's Expert Review Panel demonstrated that congestion pricing is effective in encouraging drivers to change their behavior (using more sustainable travel modes like transit, walking, or biking; driving less; and driving at different times) and reducing congestion and greenhouse gas emissions.

Leaders around the region may use the findings from this study to inform policies, including the development of the 2023 RTP and other transportation projects that may include congestion pricing in the future. We expect this study will inform the work of implementing agencies as they propose new congestion pricing projects at the local level.

APPENDIX A: IMPLEMENTATION CONSIDERATIONS

TECHNICAL PAPER

APPENDIX A: IMPLEMENTATION CONSIDERATIONS

TECHNICAL PAPER

Introduction

With a transportation network already stressed and congested, the Portland region is anticipating worsening mobility conditions in the coming years with the projected economic and population growth. The region has long recognized that traditional strategies to “build” its way out of congestion will not be effective. Therefore, Metro is examining the feasibility of using congestion pricing as a potential *new* strategy to improve mobility with the goals of addressing congestion, climate change, equity, and safety.

Pricing Scenarios

Four congestion pricing scenarios are being analyzed as part of the Metro Congestion Pricing Study. Each of the four have benefits and disbenefits, and all are likely to reduce congestion, with varying degrees of success and acceptance by the public. Any one of these four scenarios could be implemented separately or in some combination.

1. Vehicle Miles Traveled (VMT)
2. Cordon Pricing
3. Parking Pricing
4. Roadway Corridor Pricing

Pricing Technologies

There are a range of enabling technologies that could support the scenarios above.

1. **Tolling technologies** – Modern electronic toll collection systems used on toll roads are highly automated using Automatic Vehicle Identification (AVI) and Automatic License Plate Reader (ALPR) technologies, which identify vehicles without impeding traffic flow. Typically, AVI antennas mounted over roadways read transponders in vehicles to identify those with pre-paid toll accounts. ALPR cameras mounted overhead capture images of vehicle license plates to identify those without a transponder. The toll system uses the images to match a vehicle to a pre-paid account and charge the proper toll or, in the event no account is detected, send the vehicle owner a post-paid invoice or a violation notice.
Applies to cordon pricing and roadway pricing scenarios
2. **Mobile apps** – Several companies are using cell phone-based technologies, such as GPS and 5G wireless positioning features, to determine vehicle location and assess tolls. Apps on cell phones can send a vehicle license plate number to reconcile the vehicle with the toll due that is captured by a roadside toll system. In addition, cell phone apps can also provide travelers with pricing information and reduce the need for electronic signs.
Applies to cordon pricing and roadway pricing scenarios

3. **Connected Vehicles (V2X)**– Despite the lack of a Federal mandates for the installation of Dedicated Short-Range Communications (DSRC) in new vehicles, many vehicle manufacturers are pressing ahead with technologies to let their vehicles communicate directly with other vehicles and roadside infrastructure. For instance, Ford is planning to equip all of their 2022 vehicles with 5G network communication. Existing vehicles without built-in connectivity could be equipped with retrofit kits. These connected vehicles present opportunities to leverage their communications capabilities to automatically toll vehicles.

Applies to cordon pricing and roadway pricing scenarios

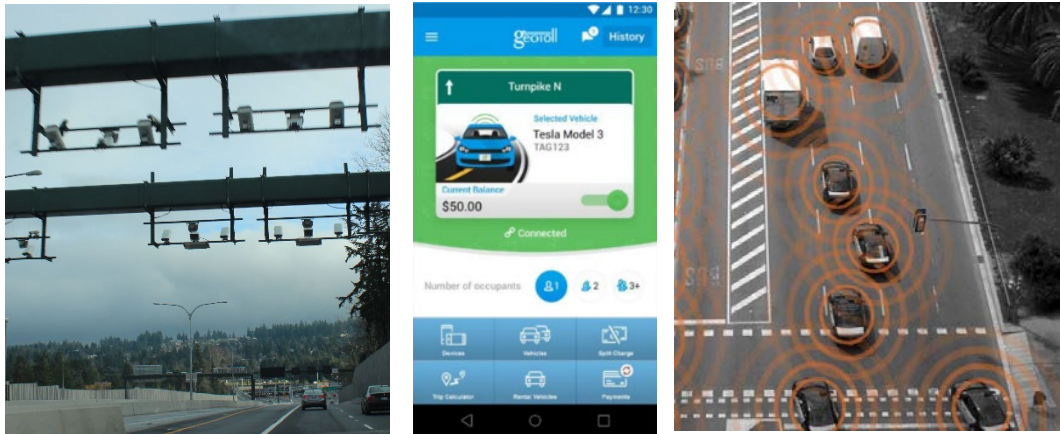


Figure 1 Overhead transponder reader antennas and ALPR cameras at a toll gantry (left), example of a toll payment app (center), connect vehicles can communicate with other connect vehicles and roadside infrastructure (right).

4. **OReGO Technologies** –OReGO currently uses devices that connect into a vehicle's On-Board Diagnostic (OBD)-II ports to get vehicle information and odometer reads, then transmit it wirelessly back to the VMT account manager. Customers can choose between GPS enabled OBD-II device, which provide value added features, or a non-GPS version to alleviate tracking privacy concerns.
5. **Self-reporting** – Alternative methods are being developed for capturing odometer data from vehicles without the need of an OBD-II device, especially since some electric vehicles no longer have them. New technologies include using Odometer Image Capture (OIC), where cell apps can capture vehicle odometer reads through a picture. Other methods rely on vehicle owners manually logging mileage online periodically. These self-reporting methods are being trialed in various states that are piloting VMT programs.

Applies to VMT scenarios

6. **Parking Payment Systems** – Advancement in on-street and off-street parking payment technologies has improved significantly within the past decade. Mobile payment apps and smart sensors have revolutionized the ability for parking operators to dynamically price and manage parking inventory. In general, parking payment systems have largely automated how parking operators can collect payments. This growth in payment systems coupled with existing taxing ability for government entities to collect

from parking operators will allow Metro to more easily impose and collect congestion pricing fees.

Applies to parking pricing scenarios

Implementation Considerations

Implementation is key to feasibility – we need to understand the implementation considerations of each technology as a way to further understand the feasibility of the four congestion pricing scenarios. In the following sections, we address the implementation of technology, enforcement, cost, policies/legal, and ease of use for the public. A summary matrix is included to assess how these implementation topics relate to Metro’s four scenarios.

1. **Technology** – Several considerations are vital to implementation of technology.
 - a. *Technology Maturity* - Deploying existing technologies will likely be less expensive to implement and reduce scheduling risks compared to deploying emerging or in-development technologies. Implementing existing technologies does need to be weighed against the risk of the technology becoming obsolete in the near future or being vulnerable to future market disruptors.
 - b. *Physical Roadside Presence* – The physical footprint of technologies will be important in urban environments where space and visual aesthetics are at premium. For instance, a typical tolling system requires overhead mounted antennas to effectively read transponders and to capture license plates would need to be installed throughout the corridors to provide effective compliance.
 - c. *Intrusiveness* – The more the technology requires the public to do something the more difficult it will be for the technology be adopted and for pricing to be applied accurately and reliably. For instance, a technology that requires customers to download an app and track mileage manually would be less effective than a technology that captures license plates and automatically sends a bill to a customer.
 - d. *Compatibility with Other Pricing Programs* – Keeping in mind coordination with other pricing programs will go a long way towards creating a more seamless customer experience for travelers. In particular, ODOT is implementing tolling on Interstates in the Portland regions so adopting common technologies and payment system may be advantageous to reduce duplicative efforts and provide savings through economies of scales. The Hop regional transit fare program and various private parking payment systems are other programs that need to be kept in mind.
2. **Equity** – Selection of particular technologies and methodologies for pricing should take into account impacts on different demographic and income groups in the region. Expensive or complex pricing methods may not only unfairly burden lower income travelers and create barriers to entry for them, but could also cause these groups to be punitively treated as violators due to their lack of access to the proper technologies. The overall customer experience from how travelers enroll, pay, and use priced facilities should also be carefully considered and steps taken to reduce undue impacts. For example, paying tolls should allow those without access to traditional banking services to be able to use alternative payment methods, such as cash payment kiosks at local stores.
3. **Enforcement** – Enforcement entails balancing revenues lost due to scofflaws, perception of enforcement effectiveness by the public, and the cost of the enforcement itself. Striving for 100% enforcement may be cost prohibitive, but not investing enough

would upset paying customers and reduce revenues. In addition some pricing methods, such as mobile apps are great for paying customers, but do nothing for catching and charging drivers without the apps. So, a layered, multiple technology approach to enforcement may be needed.

4. **Cost** – Selection of pricing scenarios and technologies should also take into consideration both the upfront capital cost of implementation and ongoing operational costs to evaluate overall lifecycle costs. Cost should also be examined in context of potential revenues raised. In addition, funding sources for capital and operational costs could also influence the pricing technology and delivery method selected. For example, the region may consider a Public Private Partnership delivery method to take advantage of private financing.
5. **Policies/Legal** – Consideration must be made for the need to secure authorization to implement any congestion pricing program, specifically the powers to impose a price and to enforce it. A more thorough legal is needed beyond these insights:
 - a. *VTM authority* – The current OReGo program’s authority is covered under ORS 319.883-.947. Privacy of customer data is also explicitly protected under ORS 319.915. However, the regulations only make VTM voluntary and does not allow imposing a mandate. Therefore, violation regulations only cover misreporting of mileage by voluntary VTM program participants.
 - b. *Tolling/Cordon authority* – At the State level, tolling of roadways are covered in ORS 383.001-.075, where the Oregon Transportation Commission has the power to approve toll on any “highway” in Oregon, per ORS 801.305 (all public roads in Oregon). Privacy of customer data is also explicitly protected under ORS 383.075. Oregon regulations does specifies the need for tolling compatibility between Oregon and Washington (ORS 383.014). At the Federal level, 23 U.S.C. 129 stipulates tolling of Interstates is limited to new highways and new lanes added to existing Interstate highways, provided the number of toll-free lanes are maintained, or to reconstruction or replacement of a toll-free bridge or tunnel and conversion of the bridge or tunnel to a toll facility. However, the opportunity to toll can be granted as exceptions under the Interstate System Reconstruction and Rehabilitation Pilot Program (ISRRPP)(FAST Act Section 1411 (c)).
 - c. *Parking pricing* – The ability to raise parking fees for congestion pricing purposes is assumed to need authorization from local jurisdictions.
6. **Customer Ease of Use** – Widespread adoption of technologies in already deployed in the region, such as the OReGO program, could reduce costs and increase customer convenience. The more automated payments and streamline business rules are made the easier it is for the public to participate, contrasting to methods that require more frequent inputs such as manually tracking mileages which would make compliance more difficult.

Table 1. Ease of implementation of the four pricing scenarios under consideration

Scenarios	Method of Pricing	Technology	Enforcement	Cost	Policies/Legal	Ease of Use
VMT	• OReGo OBDII port technologies	Existing technology	Cannot enforce with out of state drivers	Need to deploy on all vehicles	Need to mandate VMT for all OR vehicles, privacy concern	Already deployed
	• Self-reporting	Need to develop self-reporting system	Relies on honor system, cannot enforce with out of state drivers	Cost of developing self-reporting system and ongoing administrative costs	Need to mandate VMT for all OR vehicles	Depends on complexity and frequency of self-reporting
Cordon Pricing	• Tolling technology	Existing technology	Pursuit registered owner with license plate	Upfront construction costs	Need tolling authority	Requires setting up toll accounts
	• Mobile apps	Existing technology	Needs to be coupled with roadside enforcement	Minimal development costs, operational costs depend on enforcement approach	Need tolling authority, privacy concerns	Minimal effort to download and sign up
	• Connected vehicles	Not universally available nor installed	Needs to be coupled with roadside enforcement	Require new infrastructure to support	Need tolling authority, privacy concerns	Requires setting up toll accounts
Parking Pricing	• Raise prices using existing paid parking systems	Existing technology	Using existing means of parking enforcement	Mainly administrative costs	Leverage existing parking fee/taxation frameworks	No change in paying method
Roadway Pricing	• Tolling technology	Existing technology	Hard to enforce on arterial roads	Significant infrastructure cost due to frequency of tolling locations needed	Need tolling authority	Requires setting up toll accounts
	• Mobile apps	Existing technology	Needs to be coupled with roadside enforcement	Significant infrastructure cost	Need tolling authority, privacy concerns	Minimal effort to download and sign up
	• Connected vehicles	Not universally available nor installed	Needs to be coupled with roadside enforcement	Require new infrastructure to support	Need tolling authority, privacy concerns	Requires setting up toll accounts
	Legend:	Easy	Moderate	Difficult		

Cost and Revenue Considerations

The cost estimation of a congestion pricing scenario is dependent on which method of applying pricing is employed. The first component of cost estimation, Capital Expenditures (CapEx), entails the cost to initially implement a scenario's method of pricing. CapEx is heavily influenced by the maturity of technology available, the ability to leverage an existing pricing program (i.e. ODOT's OReGo Road User Charging), and the physical footprint of equipment that needs to be deployed. The second component of cost estimation is Operational Expenditure (OpEx), the ongoing cost to administer and maintain the scenario's method of pricing. OpEx is dependent on the ability to leverage an existing pricing program if available, the cost of handling transactions, and the volume of transactions generated.

Therefore, cost estimations range considerably for the congestion pricing scenarios and their specific methods of pricing. The following is a summary of scenarios from the least expensive to the most expensive.

- **Parking Pricing** – Least expensive to deploy and operate since it can readily leverage existing priced parking technology in use. As long as the congesting parking rates structures are simple and not dynamically set, most of the cost will be staffing to ensure fees are correctly administered and collected. Although costs are low, it is also a scenario with low revenue potential as well.
- **VMT** – Moderately costly, the VMT scenario benefits from the ability to build on Oregon DOT's existing OReGO road user charge program. Technology and administration has already been deployed to collect fees and that technology could be scaled up to expand VMT to the entire region. The main cost for VMT is equipping vehicles and administering the program.
- **Cordon Pricing** – Depending on the method of tolling and enforcement employed, cordon pricing can range from moderately expensive to most expensive. On the lower end of the cost scale is deploying app-based technology with selective enforcement, which could lower equipment CapEx, but results in lower potential revenues and reduce pricing's effectiveness. On the other hand, a robust implementation of tolling equipment around the cordon's boundary would reduce revenue leakage, but significantly raise construction and operational costs.
- **Roadways** – Tolling of the Portland's throughway network will be the most expensive due to the network's extensive geographical footprint. Even by selecting technologies to make it easier for customers to pay a toll, such as mobile apps, and with a minimal number of toll gantries needed for enforcement, roadway pricing will be costly to construct and will generate vast number of transactions to process.

Scenarios	Method of Pricing	CapEx	OpEx	Revenue Potential
VMT	• OReGo OBDII port technologies	Moderately Expensive	Moderately Expensive	\$\$\$\$
	• Self-reporting	Moderately Expensive	Most Expensive	
Cordon Pricing	• Tolling technology	Most Expensive	Moderately Expensive	\$
	• Mobile apps	Least Expensive	Moderately Expensive	

	• Connected vehicles	Most Expensive	Moderately Expensive	
Parking Pricing	• Raise prices using existing paid parking systems	Least Expensive	Least Expensive	\$
Roadway Pricing	• Tolling technology	Most Expensive	Most Expensive	\$\$
	• Mobile apps	Most Expensive	Most Expensive	
	• Connected vehicles	Most Expensive	Most Expensive	

Legend:	Least Expensive	Moderately Expensive	Most Expensive
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The following section provides a more detailed explanation of each pricing scenario's method of pricing.

- **VMT OReGo/OBDII** – Leveraging and expanding ODOT's OReGo road user charge program, the CapEx would entail expanding agency and vendor systems to support administering the program and equipping vehicles with on-board units (OBU) connected to vehicle OBDII ports to collect mileage information. OpEx includes cost for processing the millions of transactions, managing and supporting customer accounts, and program oversight
- **VMT OReGo/Self-Reporting** – Also assuming the OReGo program can be utilized, the CapEx would entail expanding agency and vendor systems to support administering the program and equipping stations and technologies to verify driver self-reported mileage. OpEx includes more substantial cost for processing the millions of transactions, managing and supporting customer accounts, and program oversight.
- **Cordon Pricing Tolling Technology** – Without an existing toll program to utilize, the CapEx to equip 40 to 63 potential intersections with tolling equipment to capture vehicles entering the Zone and developing a new system to support transaction processing and customer support would be relatively expensive. OpEx includes more substantial cost for processing transactions (including cost to manually review license plates of violators), managing and supporting customer accounts, and program oversight.
- **Cordon Pricing Mobile Apps** – Without an existing toll program to utilize, the CapEx would need to develop a new system to support transaction processing and customer support. Although a mobile app-based approach would significantly reduce the need to install tolling equipment at all intersections on the cordon's boundary, tolling equipment for enforcement at key intersections would be highly recommended. OpEx includes more significant cost for in-road enforcement, processing transactions, managing and supporting customer accounts, and program oversight. Implementation and operational cost savings would potential be offset by losses in revenues from less effective enforcement of toll payments.
- **Cordon Pricing Connected Vehicles** – Auto manufacturers are increasingly equipping their vehicle model ranges with vehicle-to-vehicle and vehicle-to-roadside communication capabilities. The Society of Automotive Engineering (SAE) is working with Original Equipment Manufactures on tolling standards for connected vehicles to be adopted this year. Therefore, connected vehicles can potentially reduce the need to deploy as much roadside tolling equipment thus reducing those associated CapEx costs. However, any CapEx cost savings from

reduction in tolling roadside equipment would be offset in the near term by significantly higher cost to develop connected tolling technologies and to support vehicles without the latest connected technology. OpEx includes more substantial cost for processing transactions, managing and supporting customer accounts, and program oversight.

- **Parking Pricing** – Since public paid parking programs are being utilized for congestion pricing, CapEx cost would be limited to altering existing systems to support the added congestion fee. OpEx would likewise be limited to accounting for the congestion fees collected alongside parking fees already being processed. Although costs are low, revenue from parking pricing is also likely to be low.
- **Roadway Pricing Tolling** – Without an existing toll program to utilize, the CapEx to equip all of Portland’s 235 center lane miles of throughways with tolling equipment and developing a new system to support transaction processing and customer support would be significantly expensive and the first in the United States for a metro region. Toll gantries spanning all highway lanes would need to be spaced at regular intervals to capture all vehicles. Some cost savings could be obtained by strategically locating toll gantries at highest volume/congested locations, but this would reduce revenue, pricing’s effectiveness to manage traffic, and create public perception that pricing is not applied/enforced consistently. OpEx includes more significant cost for processing millions of transactions (including cost to manually review license plates of violators), managing and supporting customer accounts, and program oversight.
- **Roadway Mobile App** – Similar to the cordon pricing mobile-app approach, mobile app-based tolling could reduce the amount of roadside tolling equipment needed; however, given Portland’s vast throughway network and need to deploy toll gantries to enforce payment of vehicles that do not have the payment apps, any cost savings would likely be offset by revenue loss from less effective payment enforcement. OpEx includes more significant costs for processing millions of transactions, managing and supporting customer accounts, and program oversight.
- **Roadway Pricing Connected Vehicles** – Similar to the cordon pricing connected vehicle approach, connected vehicle for roadway tolling could revolutionize tolling field equipment needs; however, connected vehicle technologies is not mature enough, nor widely available in the region’s fleet of vehicle to currently make it a viable, cost-effective solution. CapEx to develop the technology and equipment vehicles are significant. OpEx includes more significant cost for processing millions of transactions, managing and supporting customer accounts, and program oversight.

Summary

The ease of implementation summarized in Table 1 presents a high-level screening which takes into account broad issues. As Metro fine tunes pricing scenarios, implementation details will also become more clear and solutions refined. Key insights of implementation at this stage:

1. **Parking pricing** is the easiest to implement since it leverages existing infrastructure and processes to introduce congestion pricing.
2. **Cordon pricing** can leverage state of the art tolling and enforcement technologies, making implementation moderate.

3. Although **roadway pricing** can leverage tolling methods, enforcement of tolling on major arterial roads could be cost prohibitive, reflecting why arterial tolling is not typically done.
4. **VMT** has the OReGO program it can build upon, but a major implementation barrier is enforcement and mandating vehicles to participate.

A pilot phase might make sense for the Portland region to trial one or more technologies before scaling up to a region-wide system.

APPENDIX B: SUMMARY OF THE EXPERT REVIEW PANEL EFFORT

METRO'S REGIONAL CONGESTION PRICING STUDY – CONGESTION PRICING EXPERT REVIEW PANEL

Summary Materials (Guide)

On April 22, 2021 Metro hosted an expert review panel made up of congestion pricing experts with diverse expertise in North America and Europe to provide input on the Regional Congestion Pricing Study methods and findings and to provide lessons learned from their experience elsewhere to policy makers and project implementers.

The full video recording has been provided on Metro's Regional Congestion Pricing Study website: <https://www.oregonmetro.gov/regional-congestion-pricing-study>

The following documents are intended to capture the information from the meeting and provide an easy guide for those interested in understanding who participated and what was learned. The following materials are attached.

1. Agenda with time stamps for the discussion
2. Meeting summaries
 - a. High level summary – minutes
 - b. More detailed summary from Nelson\Nygaard
3. A detailed list of attendees
4. List of questions that were posted in the Question and Answer

METRO CONGESTION PRICING STUDY

Expert Review Panel – Recording Guide

For a link to the Expert Review Panel, go to:

<https://www.oregonmetro.gov/events/regional-congestion-pricing-study-expert-review-panel/2021-04-22>

Welcome and Introductions

- **Timestamp 0:1:23:** Jennifer Wieland, Nelson\Nygaard, begins the webinar
- **Timestamp 0:5:00:** Council President Lynn Peterson sets the stage
- **Timestamp 0:8:00:** Elizabeth Mros O'Hara from Metro provides an overview of the Metro Congestion Pricing Project
- **Timestamp 0:21:28:** Panelists begin introductions and provide an overview of their congestion pricing experience around the world

Expert Review Panel Discussion

Jennifer Wieland begins a facilitated discussion with the Expert Review Panelists. The questions that the panelists answered are noted below.

- **Timestamp 41:45** Based on your experiences, did anything surprise you about our findings? Did any of the findings really resonate with you or align with what you've seen in other cities? And was there anything you expected to see but didn't encounter in our results?
- **Timestamp 01:10:00:** How have you approached setting priorities for revenue reinvestment? In your experience, what is the typical decision-making process that goes into allocating revenues raised by congestion pricing? Are there restrictions on how funds are used in the jurisdictions where you work? Who decides?
- **Timestamp 01:27:20:** Are there ways you have framed the messaging around congestion pricing for different audiences, beyond talking about congestion reduction (e.g., equity, economic development, quality of life, travel time savings or reliability)? How have you worked with businesses to explain potential benefits and impacts? What about BIPOC or low-income communities?

Metro Council/JPACT Discussion

Next, Metro Council and JPACT members asked questions of the panelists.

- **Timestamp 01:40:30** Council President Lynn Peterson: What's the best example of a clear purpose and need and how did they achieve consensus?

Expert Review Panel – Prep Meetings

Metro

- **Timestamp 01:47:42** County Commissioner Paul Savas: What measures do you use to measure economic benefits (commerce and business)? How do you invest in suburban areas?
- **Timestamp 01:56:40:** How do we think about COVID in terms of travel behavior?
- **Timestamp 02:03:32** Metro Councilor Christine Lewis: From an academic perspective, how do you prevent diversion?
- **Timestamp 02:09:35** Mayor Steve Callaway: What mitigation strategies can be used to avoid equity and safety implications of diversion?

Expert Review Panel Final Thoughts & Closing

- **Timestamp 02:16:20:** Each panelist was asked to give their closing remarks.

Meeting: Expert Review Panel for the Regional Congestion Pricing Study
Date: Thursday, April 22, 2021
Time: 7:30 am – 10:00 am
Place: Zoom

HIGH-LEVEL SUMMARY / MINUTES

7:30-8:05 Welcome and Introduction

During the Expert Review Panel no decisions were made.

Metro Staff Elizabeth Mros-O'Hara provided an overview of Metro's Regional Congestion Pricing Study.

Panelists introduced themselves and briefly shared some of the congestion pricing work they are doing across the world.

8:05-9:05 Expert Review Panel Discussion

Many of the panelists noted that the results of the study were very similar to what they have seen in other cities they have worked in. In some panelists' experience, there are longer term effects that could be taken into consideration, like diversion decreasing over time and reinvestment of revenues to improve performance benefits.

It was emphasized that the best way to achieve equity is using a multi modal approach so that people have options. It is also important to think about how land use and housing policies affects transportation. Reducing auto use and vehicle miles traveled requires density around transit.

Mr. Firth made the point that it is important that the money raised from congestion pricing to be put towards the goals of the program. Another major point was that there are much better ways of raising revenue than congestion pricing.

In order to see a noticeable reduction in congestion there only needs to be about 5 to 10 percent fewer people on the road. Engagement is key for framing the discussion when bringing congestion pricing to the public. People seeing the results of congestion pricing often leads to more support for it.

9:05-9:10 Break

9:10-9:40 Metro Council/JPACT Discussion

Council President Lynn Peterson asked for a clear example of a region that created a program with very clear goals and how they achieved consensus around it.

Mr. Schwartz gave the example of New York as a system he would not have designed where the clear goal was to raise revenue.

Mr. Firth gave the example of London where the focus was very concentrated on congestion. There was agreement that congestion was the problem, even if congestion pricing was not initially seen as the solution.

Mr. Tomlinson agreed that defining the problem and getting people to understand it is important. He also emphasized engaging with many different groups.

Commissioner Paul Savas asked about investment in rural and suburban areas and what measures have been used to understand economic impacts of a transit system.

Ms. Cabansagan acknowledged that it is a new area for many to understand what it means to move people in suburban and rural areas. She stated there needs to be more investment in these areas and that it is also an opportunity to rethink transit systems as a whole.

Mr. Tomlinson noted that two strategies being used in the Atlanta are identifying new locations for park and ride lots near highways and discounting rideshares that started or ended at a transit point.

Ms. Hiatt listed measures used for understanding economic impact like hotel vacancy rates, sales taxes, and office vacancy rates.

Councilor Gerritt Rosenthal asked about the impacts of the COVID-19 pandemic on travel behavior.

Mr. Schwartz noted that people have been avoiding transit more during the pandemic. Nationally more people are driving than before and using less transit.

Mr. Firth agreed with Mr. Schwartz about what travel behavior looks like. Further, the impacts of the pandemic are highly unpredictable which makes a flexible tool like congestion pricing useful.

Councilor Christine Lewis expressed interest in equalizing pricing on all paths and asked where that stops.

Being able to understand what happens at multiple levels is important for deciding where to draw the line on pricing. The more localized level is important to understand the benefits and impacts of making that decision.

Mayor Steve Callaway asked what modeling level was being used and mitigation strategies to address unintended consequences in terms of equity.

A macroscopic approach was used. Mr. Schwartz described some of the challenges of addressing diversion from people trying to avoid tolls by using non-tolled streets in the city. Another factor is whether pricing is on an entire corridor or just a few lanes.

9:40-10:00 Expert Review Panel Final Thoughts & Closing

Pricing is a flexible tool that can be implanted differently in different contexts and to address different needs. The importance of revenue reinvestment as part of program design. Next steps

should also include thinking about who is impacted and the importance of a multi-modal approach. Personalizing benefits so that people can better understand congestion pricing.

Advice for Metro included having very clear goals to try and achieve, acknowledging this is a part of a much larger regional plan, understanding and addressing how populations are disproportionately impacted by congestion pricing, understanding microtransit potential, bringing in stakeholders, and being careful about exemptions and discounts.

Adjourn at 10:00 AM

METRO CONGESTION PRICING STUDY

Expert Review Panel – Meeting Notes

When: April 22, 2021, 7:30 a.m. – 10:00 a.m. Pacific

Where: Zoom

Welcome and Introduction

Jennifer Wieland from Nelson\Nygaard welcomed everyone to provide an overview of the panel. Jennifer introduced Metro Council President, Lynn Peterson, who set the stage. President Peterson emphasized that this project highlights Metro's commitment to learning and exploration and a recognition that the region can't build itself out of congestion. She also highlighted Metro's commitment to bring a climate change and racial equity lens to all its work. Elizabeth Mros-O'Hara from Metro followed by giving a short presentation on the project. Jennifer then invited each panelist to introduce themselves.

Expert Review Panel Discussion

Jennifer facilitated a discussion with the Expert Review Panel. The questions and associated response of each panelist are documented below.

Based on your experiences, did anything surprise you about our findings? Did any of the findings really resonate with you or align with what you've seen in other cities? And was there anything you expected to see but didn't encounter in our results?

- Chris Tomlinson: Chris noted that the road pricing seemed to deliver a lot of results and minimized tradeoffs. He was surprised at the high level of diversion anticipated on non-tolled arterials. Diversion was experienced initially in Georgia, but it dissipated over time. The study can't predict how long that diversion would happen. Diversion may be shorter term impact. He emphasized that over time people get used to pricing.
- Rachel Hiatt: Rachel applauded Metro's approach to look at range of options. She felt that the results weren't surprising and were similar to findings in the Bay Area. For the Bay Area, parking pricing has diminishing returns because they've done so much already. She thought the demonstration of relative effects of different types of strategies was good. The next phase of this study should be to tackle the reinvestment of revenues. Demonstrating the reinvestment potential will add to the performance/benefits of the study and help demonstrate the magnitude of benefits from a pricing program. As a next step, Metro should do a targeted deeper dive into which travel markets are affected and the distribution of benefits and impacts. A targeted revenue reinvestment and targeted fee structure to optimize the distribution of benefits will demonstrate the full spectrum of

- benefits of a pricing program. San Francisco has been able to incorporate the revenue reinvestment and look at how discounts and gradations in the fee structure can make a program more equitable and reduce negative effects.
- Daniel Firth: In London, the operators were pleased because their reliability was improved. We know pricing works. The challenge is how to make it fair and acceptable to people. There is a need for a detailed study to prove out concepts.
 - Clarissa Cabansagan: Clarissa emphasized the need to put investments back into other modes. We need to incrementally get people used to the idea of pricing and fully understand the challenges for low income people (driving, transit, shared mobility). Need to study those who spend over 50% on transportation. H+T is real indicator to look for. The most important aspect to think about are the people that need access. We can manage congestion and auto throughput; but need to reduce auto ownership. How can Portland as a region encourage people to not own cars? Densify transit and consider land use. People want cash on their transit card. Subsidize the alternatives to driving.
 - Sam Schwarz: Some low income people may be impacted, but the NY ratio was 38:1. The solution was to provide subsidized transit as a key part of pricing. Have these systems in place before programs are enacted.

How have you approached setting priorities for revenue reinvestment? In your experience, what is the typical decision-making process that goes into allocating revenues raised by congestion pricing? Are there restrictions on how funds are used in the jurisdictions where you work? Who decides?

- Daniel Firth: The single most important factor is to decide what to do with the revenue. Revenue generation shouldn't be the only reason you implement a pricing program. It also needs to be about congestion reduction, equity, and other community goals. Ask yourselves three questions:
 - What is the purpose? Why are you doing congestion pricing in the first place? Align revenue reinvestment to those goals.
 - Use equity as a lens to reinvest.
 - Use revenues to build acceptance by the people who are paying. London spent money on quick wins: bike paths (branded), sidewalks, new buses. Stockholm spent money on heavy infrastructure approach, which was disconnected with what people are paying for; they couldn't see the benefits.
- Rachel Hiatt: Co design/co creation process is important. Use it to help shape goals, metrics and what defines success. Ask people to help shape the policy options and use those to make decisions.
- Chris Tomlinson: The connection between pricing and transit can be hard. Funding at the federal level is also segregated. Take revenue to subsidize ongoing operations and maintenance of transit. Freight and logistics study committee is being formed. Can we design programs to accommodate a growing delivery culture?

- Clarissa Cabansagan: We can't mitigate our way out of an inequitable pricing program. Holidays with 5% less people on the road makes for free-flowing traffic. Are we aiming for free flowing traffic? Are we aiming to provide more options? Who is 5% that we need to shift? And how? Vanpools? Employer shuttles? Incentivizing transit? Last mile to the destination is often underfunded. Find key employment hubs that need last mile connection. Small investments for big return.

Are there ways you have framed the messaging around congestion pricing for different audiences, beyond talking about congestion reduction (e.g., equity, economic development, quality of life, travel time savings or reliability)? How have you worked with businesses to explain potential benefits and impacts? What about BIPOC or low-income communities?

- Sam Schwartz: Advocates and government were all talking to each other in NY. Framing it as “drivers pay” is a challenge. Need engagement to hear what people have to say.
- Daniel Firth: People ask, “What's in it for me?” Illustrate that a small change makes a big difference in people's lives. A 5% reduction on holidays feels like a 50% reduction. Find what options are needed to affect the 5%. Focus on reliability and predictability. Understand it's ok to not have full support off the bat. You need the demonstrated results to build the case.

Metro Council/JPACT Discussion

Metro Council and JPACT members asked questions of the panelists.

- Lynn Peterson: What's the best example of a clear purpose and need and how did they achieve consensus?
 - o Sam Schwartz: NY's clear purpose was to raise revenue for transit (\$1 billion a year or \$15 billion total). Exemptions were the biggest hurdle. List of extensions extend beyond just disabled and low income.
 - o Daniel Firth: London's focus was on congestion. Within the city, it was clear that congestion was a very big problem.
 - o Chris Tomlinson: Atlanta framed it around growth. “The entire population of Metro Denver” will be added to the region. \$11 billion capital program needed. Then focused on outcomes. Came up with analogies that non-transportation experts would be able to relate to. Go everywhere you can. Home owner's associations, stakeholders across the board.
- Paul Savas: Diversion impacts are less if there are transportation options. His county has transit deserts. What measures do you use to measure economic benefits (commerce and business)? How do you invest in suburban areas?

EXPERT REVIEW PANEL | NOTES

Portland Metro

- o Clarissa Cabansagan: TransForm is exploring how to retrofit the suburbs. Exploring opportunities to expand bike access in the suburbs. In light of the pandemic, transit agencies have pushed back service. How do you reinstate service to people in suburbs who used to live in the city? Need to double down on suburban and rural areas. Explore microtransit and clean mobility options.
- o Chris Tomlinson: In the suburbs, the last mile is the last five miles. Need to strategically try to identify locations for park-and-rides as close to highway entrances as possible. Did a pilot project with Uber/Lyft if a ride started or ended at a transit station, it would be subsidized.
- o Rachel Hiatt: SF studied the impacts to commerce and business economy. We want to bring the same number of people traveling to downtown. Want to see a shift in mode or time of day. Indicators include sales tax revenue, tourism metrics (hotel vacancy rates), trends in office vacancy, unemployment trends.
- How do we think about COVID in terms of travel behavior?
 - o Sam Schwartz: People have been shying away from transit. September study suggests no transmission on transit if people are masked. Nationally, transit is 20-60% of normal volumes; car volumes are in the 90% of normal. More people are driving.
 - o Daniel Firth: Medium term impacts of the pandemic are unpredictable. Need flexible tools to respond to unknowns; congestion pricing is one of those flexible tools. Pricing can be adjusted. More lanes on highways are not flexible.
 - o Rachel Hiatt: Trying to understand post COVID trips through their model. A wide range of recovery could unfold. The key is uncertainty. Higher congestion could prevail. Working from home, transit avoidance, delays, are all being looked at related to the future of work and congestion.
- Christine Lewis: Equalizing all paths along a corridor. But at what point do you stop? From an academic perspective, how do you prevent diversion? VMT model instead of a corridor model?
 - o Chris Tomlinson: Looking at what Virginia has done to provide commuter credits. But they haven't implemented discounts in Georgia yet because 70% of users are occasional users – three times a week or less. These aren't "Lexus lanes" – they're actually "Honda Accord lanes." The occasional use is common.
 - o Daniel Firth: This study needs to look at lots of different scales – the regional and local scale. Zooming in and out shows different levels of

impact. The Portland study primarily looks at the regional scale. Distance based charging at a regional scale performs really well, but it's harder to predict the burdens and benefits at the local level.

- Steven Callaway: What modeling has been used? Was it macroscopic or mesoscopic? Worried about unintended consequences to increase the inequities. If we toll all the roads on the freeway, I'm concerned about people using the local roads instead. Concerned about equity and safety implications of diversion. What mitigation strategies can be used?
 - o Sam Schwartz: NY sees these diversion problems – air quality and safety problems are worse on city streets. It's counterintuitive to toll freeways through urban areas and not charge the urban streets. Strategies: slow streets, limit cars, diagonal diverters.
 - o Chris Tomlinson: It comes back to if your pricing study does a whole corridor or specific lanes. There's another set of issues that comes with pricing interstates. If you have highway options that give you some lanes that are tolled and some lanes that aren't, that has a dramatic impact on arterials.

Expert Review Panel Final Thoughts & Closing

Jennifer concluded the discussion by asking the panelists to draw together a few key themes from the conversation. She began by summarizing a few key themes from the conversation:

- The importance of pricing as a flexible tool to meet the region's goals.
- The need to create options and a multimodal system to complement a pricing program.
- The importance of revenue reinvestment as a part of program design to create an equitable program.
- Explore the ways to link land use and housing to congestion pricing.
- A focus on how do we communicate the benefits at both an individual and regional level.

Jennifer then handed it over to the panelists to provide their final closing comments.

- Daniel Firth: This is a difficult topic; it will take time. Decide what you want to achieve. Be clear about goal(s) and then design a program that helps you reach them. This is only one part of the program of things the region needs to do. Childcare, affordable housing, and so many other topics are interwoven into the region's strategy.
- Clarissa Cabansagan: Don't just see travel costs in the aggregate. Directly solve for transportation needs of the people you want to shift. What can we do on

EXPERT REVIEW PANEL | NOTES

Portland Metro

transit and prioritizing transit that we should be doing anyways and how can a congestion pricing program support that?

- Sam Schwartz: Take the next step; you have evidence that it's worth pursuing. Do it! Spend time with your likely opponents.
- Rachel Hiatt: This was technical study – to know whether there's merit to move forward. Now it's the time to launch the stakeholder engagement component.
- Chris Tomlinson: Be careful of exemptions; think through carefully. Gamify and get people interested. How can mobile phones complement what you implement?

Elizabeth Mros O'Hara concluded the meeting with an overview of next steps:

- Incorporate findings
- Document areas of concern
- Wrap up report this summer
- Create resolution for JPACT and Metro Council to accept the findings

Meeting: Expert Review Panel for the Regional Congestion Pricing Study

Date: Thursday, April 22, 2021

Time: 7:30 am – 10:00 am

Place: Zoom

ATTENDEES

Panelists: Chris Tomlinson, Clarrissa Cabansagan, Daniel Firth, Rachel Hiatt, Sam Schwartz, Jennifer Wieland (moderator)

Metro Councilors: Lynn Peterson, Bob Stacey, Christine Lewis, Gerritt Rosenthal, Juan Carlos Gonzalez, Mary Nolan, Shirley Craddick

JPACT Members and Alternates: Carley Francis, Curtis Robinhold, Jamie Kranz, JC Vannatta, Kathy Hyzy, Mark Shull, Nafisa Fai, Paul Savas, Scott Langer, Steve Callaway, Ty Stober

Others: Aaron Deas, Adam Argo, Alex Bettinardi, Alex Oreschak, Ally Holmqvist, Andrew Plambeck, Andy Cotugno, Andy Shaw, Anna Dearman, Anne Debbaut, Anneliese Koehler, Anthony Martin, Art Pearce, Becky Steckler, Ben Haines, Bill Holmstrom, Bob Hart, Bob Kellett, Bradley Perkins, Brendan Finn, Brett Morgan, Brie Becker, Caleb Winter, Carrie Leonard, Casey Liles, Cheryl Twete, Choya Renata, Chris Johnson, Chris Neamtzu, Chris Smith, Christina Deffebach, Craig Beebe, Daniel Eisenbeis, Dave Roth, David Aulwes, Derek Bradley, Don Odermott, Dwight Brashear, Elizabeth Mros-O'Hara, Emily Cline, Emma Sagor, Eric Hesse, Erin Doyle, Garet Prior, Gillian Garber-Yonts, Glen Bolen, Gordon Howard, Greg Dirks, Gregg Snyder, Gwenn Baldwin, Heather Wills, Jaimie Huff, Jamie Snook, Jane Stackhouse, Jason Gibbens, Jean Senechal Biggs, Jeanna Troha, Jeb Doran, Jeff Owen, Jeffrey Raker, Jennifer Dill, Jennifer Donnelly, Jennifer John, Jessica Berry, Jessica Martin, Jessica Stanton, John MacArthur, Joseph Iacobucci, Josh Channell, Karen Buehrig, Kari Schlosshauer, Kate Freitag, Kate Lyman, Kate Sargent, Katherine Kelly, Kathy Fitzpatrick, Kelsey Lewis, Kevin Young, Khoi Le, Kim Ellis, Lisa Hunrichs, Lori Stegmann, Lucinda Broussard, Lynda David, Maggie Derk, Malu Wilkinson, Mandy Putney, Margi Bradway, Marie Dodds, Mark Gamba, Mat Dolata, Matt Bihn, Matt Freitag, Matt Ransom, Michael Espinoza, Mike Bezner, Mike Bomar, Mike Coleman, Mike Mason, Mike McCarthy, Mona Schwartz, Nancy Kraushaar, Nathaniel Price, Naveen Abdulghani, Nick Fortey, Oregon Walks, Patrick Sweeney, Peter Hurley, Rachael Tupica, Rachel Dawson, Ramona Perrault, Randy Tucker, Rebecca Small, Rich Peppers, Robyn Stowers, Roseann O'Laughlin, Roxy Mayer, Sara Wright, Sarah Iannarone, Scott Turnoy, Shaneka Owens, Shannon Walton-Clark, Shoshana Cohen, Shreya Jain, Sorin Garber, Stacy Cowan, Stephen Roberts, Stephen Williams, Steve Kelley, Ted Reid, Theresa Carr, Timothy Rogers, Tom Goldstein, Tom Mills, Tova Peltz, Vee Paykar, Victor Sin, Vivian Satterfield, Will Farley, Yuliya Lee

Meeting: Expert Review Panel for the Regional Congestion Pricing Study
Date: Thursday, April 22, 2021
Time: 7:30 am – 10:00 am
Place: Zoom

Questions from RCPS Expert Review Panel webinar

The below questions were submitted using Zoom's Q&A function during the webinar. These questions were generally answered by panelists as part of the discussion. Please refer to the video recording of the panel for more information.

Alex Bettinardi

VMT charges seem to be the best option – at least that's what I saw in the report, but that doesn't seem to align with Metro's congestion pricing definition and desire for the public to see the charge (VMT charging is easier to fall into the background). I'm hoping you can address how each option would align with the definition/design hope that travelers see and feel the change (charge?)

Anonymous Attendee

Could panelists please address how transport or cargo (trucking, rail) factors into congestion planning scenarios?

Jeff Owen – TriMet

As transit is such a key piece to the multimodal picture regarding options when implementing congestion pricing – How do you account for the financing needed to run extra (or more) transit service on day 1 when the charging begins? (So that there are alternatives in place as soon as the charging begins?)

Sorin Garber

Can any of the panelists provide insight about the kind of engagement about congestion pricing that has worked well with the public and what type was not successful.

Anonymous Attendee

So far, it doesn't sound like Transport electrification (charging stations, EV-ready infrastructure) isn't integrated very much into cities' congestion pricing plans, despite the GHG reduction goals – mostly being dealt with by reducing VMT, presumably. Is electrification just on a different track? Missed opportunities?

Peter Hurley, City of Portland

A critical issue to successfully designing and implementing congestion pricing is governance. Highway agencies shown little interest in investing substantially in transit, bike, and ped facilities and subsidies. What are panelists' thoughts on how to create, or shift to, a truly multimodal governance structure for congestion pricing in the Portland region? I'm especially interested in the Atlanta and SF models.

Anonymous Attendee

I'm interested in Chris' comment about how diversion dropped off after people adjusted in the Atlanta area – does he have any data to support that? The tolling programs on 205 seem likely to create a lot of diversion, without the authority to toll the whole area, like Sam suggested.

Jane Stackhouse MCAT

ODOT seems to have a plan for tolling to raise money for more roads and bridges. How can we interest ODOT in working with METRO to put the focus on congestion pricing before building more lanes to see if it reduces congestion?

Stephen Williams

Panelists – What is the best way to determine the geographic extent of the area in which congestion pricing is applied?

Anonymous Attendee

State legislators and the Oregon Transportation Commission are set on tolling to raise revenue in order to widen the region's highways. This has become a political issue that appears to be going off the edge of a cliff. What is your advice to pull this back before it's too late?

Anonymous Attendee

Greater Portland is considering two freeway expansions right now – the Rose Quarter expansion and the I-5 crossing over the Columbia River, a bridge replacement that adds many additional travel lanes. It's been touched on, but I wonder if the panelists could address this directly – what is their advice to our leadership on the timing of these expansions vs implementing congestion pricing?

Caleb Winter

What is a typical budget for mitigations to add mobility options to supplement travel in a priced corridor? What regions exemplify good policy to reinvest in both in the priced corridor and region-wide needs?

Oregon Walks

In terms of active transportation, I believe there should be strong push to make pedestrian infrastructure age friendly, to take care of our most vulnerable users (Communities of color, seniors, youth, and people with physical and mental disabilities). How can we tie tolling back to building out this infrastructure in communities where it does not exist?

Jessica Stanton

Fabulous discussion Will you be creating a summary or providing a recording of the event? Thank you to your panelists, facilitator and Metro for this brilliant work.

Response: Yes, the meeting is being recorded and will be posted online afterward.

APPENDIX C: 2027 FINANCIALLY CONSTRAINED BASELINE ASSUMPTIONS

APPENDIX C: 2027 FINANCIALLY CONSTRAINED BASELINE ASSUMPTIONS

2027 Financially Constrained Network Land Use and Project Assumptions

- Assumes growth. The population and employment growth is a straight line interpolation from the base year (2015) to 2040.
- Assumes projects that may or may not be built before 2027. These include some major freeway widening, and a new LRT line. The 2027 Constrained Network includes around \$7 billion in new capital projects and about \$12 billion in operations and maintenance. Transit investments (primarily increasing frequency of existing services) increase total regional transit revenue hours by ~25% over today.
- Does not include ODOT tolling on I-5 and/or I-205 that is being explored by that agency.
- Does not include the Columbia River Crossing project (light rail, new bridge, freeway, and tolling)

2027 Constrained – Baseline for RCPS	
Throughways 	• I-5 Rose Quarter • I-5 south and I-205 operational improvements • OR 217 NB and SB auxiliary lanes • I-205 auxiliary lane (in Portland) • I-205 SB widening to three lanes in each direction • I-205/Abernethy Bridge widening • OR 224 widening (third WB lane)
Transit 	High-Capacity Transit • Southwest Corridor Project • Division Transit Project • Red Line Improvements Project • Central City Transit Capacity Analysis Enhanced transit concept - hotspots • Streetcar upgrades on Grand Avenue in Portland • Central City Portals (downtown Portland bridges) • 82nd Avenue ETC (NE Killingsworth Street to SE Clatsop Street) • Powell Boulevard ETC (SE Portland to I-205)

	Enhanced transit concept - corridors • 122nd Avenue ETC (Lents to Parkrose transit center) • Martin Luther King Jr. Blvd ETC (Portland Central City to N Vancouver Blvd) • Sandy Boulevard ETC (Portland Central City to Parkrose TC) • 82nd Avenue ETC (Swan Island to Clackamas town center) • Hawthorne Blvd/Foster Road ETC (downtown Portland to Lents town center) • Streetcar to Montgomery Park in NW Portland Significant increases in frequency of transit service • Total regional transit revenue hours increased ~25% over 2015.
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Note: ETC investments are identified on existing and planned frequent service bus routes and will be further defined through the Enhanced Transit Concept (ETC) Pilot Program

APPENDIX D: ADDITIONAL FIGURES AND TABLES INCLUDED IN THE MODELING ANALYSIS

APPENDIX D: ADDITIONAL FIGURES AND TABLES FROM THE MODELING ANALYSIS

1. MODEL DATA SUMMARY

2. INDIVIDUAL TRIP EXAMPLES

3. EXAMPLE TRIP COSTS

4. CHANGE IN VEHICLE VOLUMES MAPS

5. CHANGE IN ACCESSIBILITY TO JOBS BY AUTO MAPS

6. CHANGE IN ACCESSIBILITY TO JOBS BY TRANSIT MAPS

7. CHANGE IN TOTAL TRAVEL COST MAPS

8. BIVARIATE MAPS: CHANGE IN ACCESSIBILITY TO JOBS BY AUTO AND CHANGE IN TOTAL TRAVEL COST

APPENDIX D.1: MODEL DATA SUMMARY

Congestion

2. multi-modal VMT - MPA	Base	VMT B	VMT C	COR A	COR B	PARK A	PARK B	RD A	RD B
Daily miles traveled	47,956,011	47,040,752	46,247,547	47,723,162	47,687,878	48,000,843	48,136,259	47,429,757	46,632,061
Daily vehicle miles traveled	32,555,812	31,259,360	30,093,933	31,932,333	31,772,862	32,286,442	31,735,890	31,374,156	30,568,603
Daily transit miles traveled	3,601,681	3,725,646	3,906,796	3,836,302	3,894,732	3,747,961	4,215,661	3,769,916	3,884,867

MPA - CHANGE FROM BASE	VMT B	VMT C	COR A	COR B	PARK A	PARK B	RD A	RD B
Daily miles traveled	-915,259	-1,708,464	-232,849	-268,133	44,832	180,248	-526,254	-1,323,950
Daily vehicle miles traveled	-1,296,452	-2,461,879	-623,479	-782,950	-269,370	-819,922	-1,181,656	-1,987,209
Daily transit miles traveled	123,965	305,115	234,621	293,051	146,280	613,980	168,235	283,186

MPA - CHANGE FROM BASE	VMT B	VMT C	COR A	COR B	PARK A	PARK B	RD A	RD B
Daily miles traveled	-1.91%	-3.56%	-0.49%	-0.56%	0.09%	0.38%	-1.10%	-2.76%
Daily vehicle miles traveled	-3.98%	-7.56%	-1.92%	-2.40%	-0.83%	-2.52%	-3.63%	-6.10%
Daily transit miles traveled	3.44%	8.47%	6.51%	8.14%	4.06%	17.05%	4.67%	7.86%

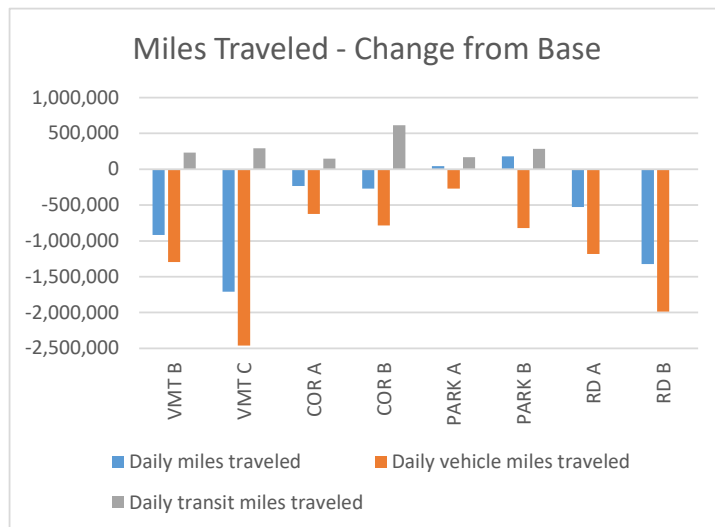
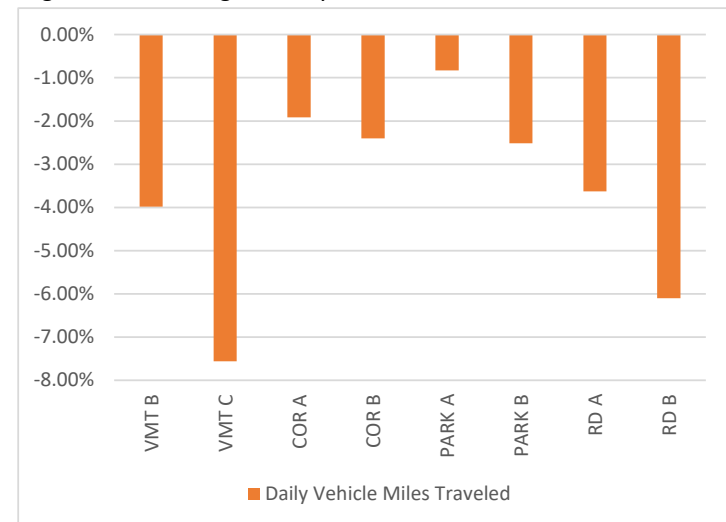


Figure 1.4-3. Change in Daily Vehicle miles Traveled - MPA



AWD Trips by Mode

	Base	VMT B	VMT C	COR A	COR B	PARK A	PARK B	RD A	RD B
Drive Alone	44.5%	43.7%	42.9%	43.7%	43.5%	44.1%	43.3%	43.9%	43.6%
work	66.1%	65.0%	63.9%	64.6%	64.3%	65.3%	63.7%	65.0%	64.4%
non-work	33.8%	33.1%	32.5%	33.4%	33.2%	33.7%	33.2%	33.4%	33.3%
Shared Ride	36.8%	37.1%	37.4%	36.7%	36.7%	36.7%	36.7%	37.1%	37.0%
work	12.1%	12.4%	12.7%	12.1%	12.2%	12.0%	11.7%	12.6%	12.7%
non-work	49.1%	49.3%	49.6%	48.9%	48.9%	49.0%	49.0%	49.2%	49.1%
Transit	6.0%	6.1%	6.3%	6.3%	6.4%	6.1%	6.6%	6.0%	6.1%
work	9.8%	10.1%	10.5%	10.5%	10.6%	10.3%	11.5%	10.1%	10.3%
non-work	4.1%	4.1%	4.2%	4.2%	4.3%	4.0%	4.2%	4.0%	4.1%
Walk	6.9%	7.1%	7.3%	7.1%	7.1%	6.9%	7.1%	7.0%	7.1%
work	6.8%	7.0%	7.2%	7.1%	7.2%	6.8%	7.0%	6.9%	7.0%
non-work	6.9%	7.1%	7.3%	7.1%	7.1%	7.0%	7.1%	7.0%	7.1%
Bike	3.7%	3.8%	4.0%	3.9%	4.0%	3.8%	4.1%	3.8%	3.8%
work	5.3%	5.5%	5.7%	5.6%	5.7%	5.5%	6.1%	5.4%	5.5%
non-work	2.9%	3.0%	3.1%	3.0%	3.1%	3.0%	3.1%	3.0%	3.0%
Non-SOV trips	54.6%	55.3%	56.1%	55.3%	55.5%	54.8%	55.7%	55.1%	55.4%
Bike + Walk + Transit	16.9%	17.4%	17.9%	17.7%	17.9%	17.2%	18.2%	17.2%	17.5%
% PM-2hr Work Trips	43.6%	43.6%	43.6%	43.6%	43.6%	43.6%	43.6%	43.6%	43.6%
% PM-2hr Non-Work Trips	56.4%	56.4%	56.4%	56.4%	56.4%	56.4%	56.4%	56.4%	56.4%

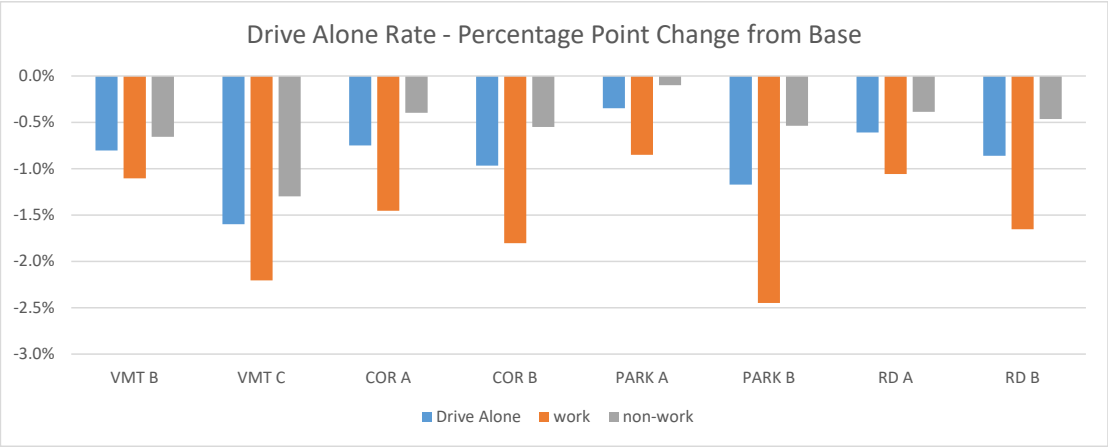
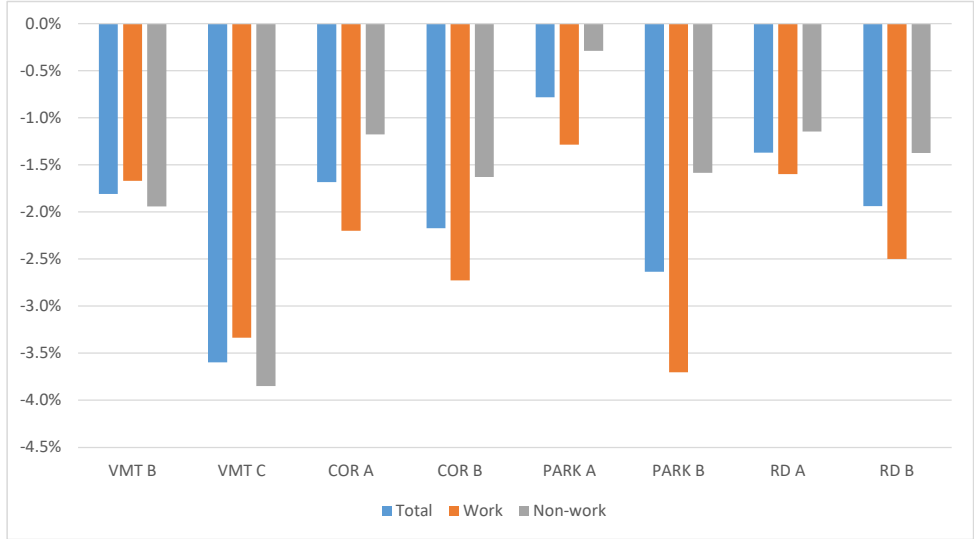


Figure 1.2-2. Change in Drive Alone Rate - MPA



AWD Trips by Mode - MPA

% POINT CHANGE from BASE	VMT B	VMT C	COR A	COR B	PARK A	PARK B	RD A	RD B
Drive Alone	-0.8%	-1.6%	-0.7%	-1.0%	-0.3%	-1.2%	-0.6%	-0.9%
work	-1.1%	-2.2%	-1.5%	-1.8%	-0.8%	-2.4%	-1.1%	-1.7%
non-work	-0.7%	-1.3%	-0.4%	-0.5%	-0.1%	-0.5%	-0.4%	-0.5%
Shared Ride	0.2%	0.5%	-0.1%	-0.1%	-0.1%	-0.2%	0.3%	0.2%
work	0.4%	0.7%	0.0%	0.1%	0.0%	-0.3%	0.5%	0.6%
non-work	0.2%	0.4%	-0.2%	-0.2%	-0.1%	-0.1%	0.1%	0.0%
Transit	0.1%	0.3%	0.3%	0.4%	0.1%	0.7%	0.1%	0.2%
work	0.3%	0.7%	0.7%	0.8%	0.5%	1.7%	0.3%	0.5%
non-work	0.0%	0.1%	0.1%	0.2%	-0.1%	0.2%	0.0%	0.0%
Walk	0.2%	0.4%	0.2%	0.3%	0.1%	0.2%	0.1%	0.2%
work	0.2%	0.4%	0.4%	0.4%	0.1%	0.2%	0.1%	0.2%
non-work	0.2%	0.4%	0.2%	0.2%	0.1%	0.2%	0.1%	0.2%
Bike	0.1%	0.3%	0.2%	0.3%	0.1%	0.4%	0.1%	0.1%
work	0.2%	0.4%	0.3%	0.4%	0.3%	0.8%	0.1%	0.3%
non-work	0.1%	0.2%	0.1%	0.2%	0.1%	0.2%	0.0%	0.1%
Non-SOV trips	0.8%	1.6%	0.7%	0.9%	0.3%	1.2%	0.6%	0.8%
Bike + Walk + Transit	0.5%	1.0%	0.8%	1.0%	0.3%	1.3%	0.3%	0.5%
% PM-2hr Work Trips	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
% PM-2hr Non-Work Trips	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

AWD Trips by Mode - MPA

% CHANGE from BASE	VMT B	VMT C	COR A	COR B	PARK A	PARK B	RD A	RD B
Drive Alone	-1.8%	-3.6%	-1.7%	-2.2%	-0.8%	-2.6%	-1.4%	-1.9%
work	-1.7%	-3.3%	-2.2%	-2.7%	-1.3%	-3.7%	-1.6%	-2.5%
non-work	-1.9%	-3.8%	-1.2%	-1.6%	-0.3%	-1.6%	-1.1%	-1.4%
Shared Ride	0.6%	1.4%	-0.3%	-0.3%	-0.2%	-0.4%	0.7%	0.6%
work	3.0%	5.6%	0.4%	0.8%	-0.1%	-2.8%	4.5%	5.4%
non-work	0.3%	0.9%	-0.4%	-0.5%	-0.3%	-0.2%	0.2%	0.0%
Transit	1.5%	4.9%	5.6%	7.1%	2.2%	11.3%	1.2%	2.9%
work	3.2%	7.1%	7.4%	8.6%	5.6%	17.6%	3.1%	5.5%
non-work	-0.4%	2.4%	3.5%	5.3%	-1.9%	3.9%	-1.0%	-0.1%
Walk	2.9%	5.5%	3.3%	3.8%	0.8%	2.6%	1.1%	2.7%
work	3.1%	6.1%	5.3%	6.0%	0.8%	3.1%	1.1%	2.9%
non-work	2.7%	5.2%	2.3%	2.8%	0.8%	2.3%	1.1%	2.7%
Bike	3.8%	7.2%	5.1%	7.1%	3.3%	10.5%	2.0%	4.1%
work	4.2%	8.1%	6.1%	8.5%	4.9%	16.0%	2.5%	5.1%
non-work	3.5%	6.3%	4.2%	5.9%	1.8%	5.6%	1.6%	3.1%
Non-SOV trips	1.4%	2.9%	1.3%	1.7%	0.5%	2.1%	1.0%	1.5%
Bike + Walk + Transit	2.8%	5.8%	4.7%	5.9%	2.0%	7.6%	1.5%	3.2%
% PM-2hr Work Trips	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
% PM-2hr Non-Work Trips	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Change in peak period travel times between select zone pairs. (Alternative - Baseline)

Green = improved travel times in Alternative. Red = worse travel times in Alternative.

All times in minutes.

VMT B - Auto											
	TAZ	To									
		Portland CBD	PDX	Gateway	Gresham	Oregon City	Clackamas TC	Tualatin	Beaverton	Hillsboro	Vancouver CBD
From	Portland CBD	0	-0.46	-0.57	-0.79	-1.16	-0.77	-0.97	-1.12	-1.61	-0.65
	PDX	-0.33	-0.01	-0.12	-0.24	-1.06	-0.42	-1.53	-1.57	-2.05	-0.4
	Gateway	-0.32	-0.04	0	-0.19	-1.06	-0.42	-1.61	-1.58	-2.05	-0.37
	Gresham	-0.47	-0.15	-0.12	0	-1.05	-0.42	-1.52	-1.73	-2.21	-0.55
	Oregon City	-0.83	-0.96	-0.89	-0.91	-0.05	-0.44	-0.72	-1.47	-1.68	-1.24
	Clackamas TC	-0.74	-0.53	-0.47	-0.39	-0.65	0.01	-1.1	-1.68	-2.36	-0.82
	Tualatin	-0.74	-1.42	-1.53	-1.6	-0.86	-1.12	0	-0.75	-0.93	-1.59
	Beaverton	-0.8	-1.46	-1.5	-1.73	-1.44	-1.46	-0.66	0	-0.41	-1.57
	Hillsboro	-1.3	-1.95	-2	-2.23	-1.5	-2.22	-0.85	-0.46	0	-2.06
	Vancouver CBD	-0.25	-0.06	-0.1	-0.3	-1.12	-0.48	-1.48	-1.51	-1.98	0

VMT B - Transit											
	TAZ	To									
		Portland CBD	PDX	Gateway	Gresham	Oregon City	Clackamas TC	Tualatin	Beaverton	Hillsboro	Vancouver CBD
From	Portland CBD	0	0	0	0	-1.22	0	0	0	0	-1.31
	PDX	0	0	0	0	-0.63	0	0	0	0	-1.3
	Gateway	0	0	0	0	-0.63	0	-0.02	0	0	-1.42
	Gresham	0	0	0	0	-0.63	0	0	0	0	-1.31
	Oregon City	0.59	-0.44	-0.44	-0.44	0	-0.43	-1.09	0.36	0.4	-0.75
	Clackamas TC	0	0	0	0	-0.63	0	-0.11	0	0	-1.42
	Tualatin	-0.04	-0.02	0.05	-0.02	-1.26	-0.1	0	0	0	-1.37
	Beaverton	0	0	0	0	-1.54	0	0	0	0	-1.31
	Hillsboro	0	0	0	0	-1.6	0	0	0	0	-1.31
	Vancouver CBD	-0.48	-0.29	-0.3	-0.29	3.44	-0.37	-0.61	-0.47	-0.47	0

Change in peak period travel times between select zone pairs. (Alternative - Baseline)

Green = improved travel times in Alternative. Red = worse travel times in Alternative.

All times in minutes.

VMT C- Auto											
	TAZ	To									
		Portland CBD	PDX	Gateway	Gresham	Oregon City	Clackamas TC	Tualatin	Beaverton	Hillsboro	Vancouver CBD
From	Portland CBD	0	-0.8	-0.98	-1.41	-1.95	-1.37	-1.71	-2.05	-2.87	-1.2
	PDX	-0.64	-0.01	-0.21	-0.46	-1.76	-0.72	-2.75	-2.78	-3.59	-0.78
	Gateway	-0.63	-0.07	0	-0.35	-1.72	-0.68	-2.85	-2.88	-3.69	-0.71
	Gresham	-0.93	-0.23	-0.24	0	-1.72	-0.68	-2.51	-3.18	-3.99	-1.03
	Oregon City	-1.46	-1.75	-1.62	-1.62	-0.08	-0.82	-1.31	-2.72	-3	-2.23
	Clackamas TC	-1.3	-0.98	-0.86	-0.73	-1.05	0.01	-1.83	-3.03	-4.18	-1.47
	Tualatin	-1.28	-2.52	-2.69	-2.69	-1.35	-1.88	0	-1.39	-1.65	-2.86
	Beaverton	-1.34	-2.55	-2.56	-3	-2.41	-2.61	-1.13	0	-0.72	-2.79
	Hillsboro	-2.26	-3.48	-3.48	-3.93	-2.54	-3.92	-1.48	-0.86	0	-3.7
	Vancouver CBD	-0.44	-0.11	-0.17	-0.58	-1.88	-0.83	-2.57	-2.65	-3.46	0

VMT C - Transit											
	TAZ	To									
		Portland CBD	PDX	Gateway	Gresham	Oregon City	Clackamas TC	Tualatin	Beaverton	Hillsboro	Vancouver CBD
From	Portland CBD	0	0	0	0	-2.45	0	0	0	0	-2.26
	PDX	0	0	0	0	-1.15	0	0	0	0	-2.26
	Gateway	0	0	0	0	-1.15	0	-0.05	0	0	-2.47
	Gresham	0	0	0	0	-1.15	0	0	0	0	-2.27
	Oregon City	0.72	-0.76	-0.76	-0.76	0	-0.75	-2.1	0.38	0.4	-1.6
	Clackamas TC	0	0	0	0	-1.14	0	-0.21	0	0	-2.47
	Tualatin	-0.07	-0.03	0.01	-0.03	-2.22	-0.17	0	0	0	-2.36
	Beaverton	0	0	0	0	-2.76	0	0	0	0	-2.26
	Hillsboro	0	0	0	0	-2.8	0	0	0	0	-2.27
	Vancouver CBD	-0.93	-0.6	-0.6	-0.6	1.76	-0.74	-1.19	-0.92	-0.93	0

Change in peak period travel times between select zone pairs. (Alternative - Baseline)

Green = improved travel times in Alternative. Red = worse travel times in Alternative.

All times in minutes.

COR A - Auto											
	TAZ	To									
		Portland CBD	PDX	Gateway	Gresham	Oregon City	Clackamas TC	Tualatin	Beaverton	Hillsboro	Vancouver CBD
From	Portland CBD	0	-1.32	-1.42	-1.59	-0.83	-0.78	-1.7	-2.73	-2.88	-0.58
	PDX	-0.35	-0.01	-0.07	-0.09	-0.04	-0.04	0.23	1.13	0.99	-0.16
	Gateway	-0.36	0	0	-0.07	-0.04	-0.05	0.2	0.89	0.75	-0.16
	Gresham	-0.42	-0.03	-0.02	0	-0.04	-0.05	0.23	0.83	0.69	-0.21
	Oregon City	-1.14	-0.09	-0.06	-0.03	0	0	0.28	0.45	0.36	-0.23
	Clackamas TC	-1.28	-0.1	-0.08	0	-0.01	0.01	0.27	0.74	1.75	-0.25
	Tualatin	-1.01	0.01	-0.09	0.06	0.04	0.09	0	0.17	0.09	-0.02
	Beaverton	-1.41	0.5	0.91	0.73	0.13	0.5	0.07	0	-0.15	0.45
	Hillsboro	-1.39	0.52	0.93	0.75	0.15	1.48	0.05	-0.13	0	0.49
	Vancouver CBD	-0.48	0.04	0.03	-0.07	-0.01	-0.01	0.09	1.02	0.88	0

COR A - Transit											
	TAZ	To									
		Portland CBD	PDX	Gateway	Gresham	Oregon City	Clackamas TC	Tualatin	Beaverton	Hillsboro	Vancouver CBD
From	Portland CBD	0	0	0	0	0.34	0	0	0	0	-0.65
	PDX	0	0	0	0	0.22	0	0	0	0	-0.65
	Gateway	0	0	0	0	0.22	0	0	0	0	-0.65
	Gresham	0	0	0	0	0.22	0	0	0	0	-0.66
	Oregon City	0.86	0.1	0.1	0.1	0	0.1	0.25	0.61	0.7	0.16
	Clackamas TC	0	0	0	0	0.2	0	-0.01	0	0	-0.65
	Tualatin	0.01	0.01	0.01	0.01	0.2	0.01	0	0	0	-0.65
	Beaverton	0	0	0	0	0.41	0	0	0	0	-0.65
	Hillsboro	0	0	0	0	0.4	0	0	0	0	-0.66
	Vancouver CBD	1.17	0.48	0.51	0.48	1.23	0.11	1.17	1.18	1.18	0

Change in peak period travel times between select zone pairs. (Alternative - Baseline)

Green = improved travel times in Alternative. Red = worse travel times in Alternative.

All times in minutes.

COR B- Auto											
	TAZ	To									
		Portland CBD	PDX	Gateway	Gresham	Oregon City	Clackamas TC	Tualatin	Beaverton	Hillsboro	Vancouver CBD
From	Portland CBD	0	-0.75	-1.08	-1.3	-4.2	-3.42	-1.62	-2.68	-2.87	-0.9
	PDX	-0.31	-0.01	0	-0.08	0.21	0.34	0.03	0.56	0.38	-0.24
	Gateway	-0.4	0	0.01	-0.11	0.04	0.17	-0.17	0.14	-0.04	-0.29
	Gresham	-0.5	-0.01	-0.03	0	-0.03	0.1	0.07	0.04	-0.14	-0.37
	Oregon City	-2.18	-0.04	0	-0.04	-0.05	-0.02	0.09	0.17	0	-0.29
	Clackamas TC	-2.09	-0.01	0.02	-0.02	-0.18	0	-0.08	0.14	0.68	-0.27
	Tualatin	-0.81	-0.16	-0.51	-0.46	-0.48	-0.42	0	-0.01	-0.08	-0.87
	Beaverton	-1.68	-0.08	0.11	-0.12	-0.53	-0.12	-0.08	0	-0.19	-0.45
	Hillsboro	-1.77	-0.17	0.01	-0.21	-0.42	0.16	-0.13	-0.19	0	-0.54
	Vancouver CBD	-0.7	0.06	0.05	-0.07	0.22	0.36	-0.75	0.28	0.09	0

COR B - Transit											
	TAZ	To									
		Portland CBD	PDX	Gateway	Gresham	Oregon City	Clackamas TC	Tualatin	Beaverton	Hillsboro	Vancouver CBD
From	Portland CBD	0	0	0	0	-0.42	0	0	0	0	-0.56
	PDX	0	0	0	0	0.22	0	0	0	0	-0.56
	Gateway	0	0	0	0	0.22	0	0	0	0	-0.4
	Gresham	0	0	0	0	0.22	0	0	0	0	-0.57
	Oregon City	0.72	0.2	0.2	0.2	0	0.2	0.01	0.45	0.5	0.1
	Clackamas TC	0	0	0	0	0.21	0	-0.03	0	0	-0.4
	Tualatin	0.01	0.01	0.02	0.01	0.08	0.02	0	0	0	-0.56
	Beaverton	0	0	0	0	-0.43	0	0	0	0	-0.56
	Hillsboro	0	0	0	0	-0.5	0	0	0	0	-0.57
	Vancouver CBD	0.25	0.04	0.05	0.04	-0.11	0.14	0.23	0.26	0.26	0

Change in peak period travel times between select zone pairs. (Alternative - Baseline)

Green = improved travel times in Alternative. Red = worse travel times in Alternative.

All times in minutes.

PARK A - Auto											
		To									
TAZ		Portland				Oregon	Clackamas				Vancouver
		CBD	PDX	Gateway	Gresham	City	TC	Tualatin	Beaverton	Hillsboro	CBD
From	Portland CBD	0	-0.46	-0.56	-0.62	-0.93	-0.63	-0.66	-0.64	-0.72	-0.39
	PDX	-0.13	0	-0.05	-0.04	-0.42	-0.14	-0.7	-0.71	-0.78	-0.06
	Gateway	-0.14	0	0	-0.07	-0.43	-0.16	-0.81	-0.76	-0.84	-0.08
	Gresham	-0.14	-0.01	0	0	-0.41	-0.13	-0.47	-0.77	-0.84	-0.07
	Oregon City	-0.25	-0.19	-0.17	-0.17	-0.02	-0.1	-0.11	-0.19	-0.29	-0.23
	Clackamas TC	-0.21	-0.09	-0.07	-0.09	-0.29	0.01	-0.34	-0.49	-0.93	-0.14
	Tualatin	-0.1	-0.55	-0.65	-0.54	-0.41	-0.46	0	-0.13	-0.17	-0.54
	Beaverton	-0.22	-0.58	-0.76	-0.83	-0.62	-0.63	-0.19	0	-0.1	-0.67
	Hillsboro	-0.24	-0.61	-0.78	-0.85	-0.44	-0.95	-0.13	-0.04	0	-0.68
	Vancouver CBD	-0.13	-0.02	-0.02	-0.07	-0.44	-0.16	-0.74	-0.73	-0.81	0

		PARK A - Transit									
		To									
TAZ		Portland				Oregon	Clackamas				Vancouver
		CBD	PDX	Gateway	Gresham	City	TC	Tualatin	Beaverton	Hillsboro	CBD
From	Portland CBD	0	0	0	0	-0.32	0	0	0	0	-0.45
	PDX	0	0	0	0	-0.14	0	0	0	0	-0.44
	Gateway	0	0	0	0	-0.14	0	0	0	0	-0.41
	Gresham	0	0	0	0	-0.14	0	0	0	0	-0.45
	Oregon City	0.17	-0.06	-0.06	-0.06	0	-0.06	-0.12	0.12	0.2	-0.28
	Clackamas TC	0	0	0	0	-0.15	0	-0.03	0	0	-0.41
	Tualatin	0	0	0	0	-0.25	0	0	0	0	-0.45
	Beaverton	0	0	0	0	-0.64	0	0	0	0	-0.45
	Hillsboro	0	0	0	0	-0.7	0	0	0	0	-0.45
	Vancouver CBD	-0.16	-0.08	-0.08	-0.08	-0.32	-0.11	-0.18	-0.15	-0.15	0

Change in peak period travel times between select zone pairs. (Alternative - Baseline)

Green = improved travel times in Alternative. Red = worse travel times in Alternative.

All times in minutes.

PARK B - Auto											
	TAZ	To									
		Portland CBD	PDX	Gateway	Gresham	Oregon City	Clackamas TC	Tualatin	Beaverton	Hillsboro	Vancouver CBD
From	Portland CBD	0	-0.8	-1.01	-1.23	-2.04	-1.41	-1.36	-1.41	-1.69	-0.62
	PDX	-0.24	0	-0.08	-0.16	-0.8	-0.26	-1.47	-1.47	-1.73	0
	Gateway	-0.27	0.02	0	-0.17	-0.84	-0.3	-1.6	-1.58	-1.85	0.03
	Gresham	-0.3	-0.03	-0.03	0	-0.8	-0.26	-0.97	-1.61	-1.87	-0.02
	Oregon City	-0.58	-0.44	-0.44	-0.47	-0.05	-0.24	-0.28	-0.46	-0.66	-0.46
	Clackamas TC	-0.49	-0.23	-0.24	-0.23	-0.57	0	-0.73	-1.1	-2.18	-0.25
	Tualatin	-0.18	-1.12	-1.33	-0.95	-0.53	-0.71	0	-0.25	-0.38	-0.9
	Beaverton	-0.26	-0.93	-1.4	-1.63	-0.86	-1.06	-0.32	0	-0.21	-1.05
	Hillsboro	-0.31	-0.99	-1.45	-1.68	-0.67	-1.88	-0.28	-0.1	0	-1.09
	Vancouver CBD	-0.29	-0.03	-0.04	-0.22	-0.86	-0.31	-1.47	-1.53	-1.8	0

PARK B - Transit											
	TAZ	To									
		Portland CBD	PDX	Gateway	Gresham	Oregon City	Clackamas TC	Tualatin	Beaverton	Hillsboro	Vancouver CBD
From	Portland CBD	0	0	0	0	-1.31	0	0	0	0	-0.91
	PDX	0	0	0	0	-0.48	0	0	0	0	-0.91
	Gateway	0	0	0	0	-0.48	0	-0.01	0	0	-0.91
	Gresham	0	0	0	0	-0.48	0	0	0	0	-0.92
	Oregon City	0.44	-0.21	-0.21	-0.21	0	-0.21	-0.45	0.28	0.3	-0.51
	Clackamas TC	0	0	0	0	-0.48	0	-0.07	0	0	-0.91
	Tualatin	0	0	0	0	-0.75	-0.01	0	0	0	-0.92
	Beaverton	0	0	0	0	-1.62	0	0	0	0	-0.91
	Hillsboro	0	0	0	0	-1.7	0	0	0	0	-0.92
	Vancouver CBD	-0.44	-0.25	-0.25	-0.25	3.4	-0.33	-0.52	-0.43	-0.44	0

Change in peak period travel times between select zone pairs. (Alternative - Baseline)

Green = improved travel times in Alternative. Red = worse travel times in Alternative.

All times in minutes.

PARK B-R - Auto											
	TAZ	To									
		Portland CBD	PDX	Gateway	Gresham	Oregon City	Clackamas TC	Tualatin	Beaverton	Hillsboro	Vancouver CBD
From	Portland CBD	0	-0.75	-0.96	-1.18	-1.85	-1.31	-1.25	-1.27	-1.57	-0.67
	PDX	-0.21	0	-0.07	-0.18	-0.65	-0.23	-1.27	-1.3	-1.59	-0.07
	Gateway	-0.25	0.02	0	-0.17	-0.71	-0.28	-1.41	-1.43	-1.73	-0.04
	Gresham	-0.3	-0.03	-0.03	0	-0.65	-0.23	-0.83	-1.48	-1.77	-0.12
	Oregon City	-0.51	-0.41	-0.4	-0.42	-0.03	-0.22	-0.25	-0.41	-0.58	-0.49
	Clackamas TC	-0.43	-0.23	-0.23	-0.21	-0.46	0	-0.63	-0.94	-2.03	-0.32
	Tualatin	-0.06	-0.91	-1.11	-0.74	-0.31	-0.53	0	-0.22	-0.3	-0.78
	Beaverton	-0.09	-0.67	-1.17	-1.41	-0.54	-0.8	-0.24	0	-0.21	-0.89
	Hillsboro	-0.13	-0.71	-1.21	-1.45	-0.37	-1.61	-0.25	-0.06	0	-0.92
	Vancouver CBD	-0.32	-0.06	-0.07	-0.27	-0.74	-0.31	-1.34	-1.41	-1.7	0

PARK B-R - Transit											
	TAZ	To									
		Portland CBD	PDX	Gateway	Gresham	Oregon City	Clackamas TC	Tualatin	Beaverton	Hillsboro	Vancouver CBD
From	Portland CBD	0	0	0	0	-1.31	0	0	0	0	-1.22
	PDX	0	0	0	0	-0.45	0	0	0	0	-1.22
	Gateway	0	0	0	0	-0.45	0	-0.01	0	0	-1.26
	Gresham	0	0	0	0	-0.45	0	0	0	0	-1.23
	Oregon City	0.44	-0.21	-0.21	-0.21	0	-0.21	-0.45	0.28	0.3	-0.82
	Clackamas TC	0	0	0	0	-0.45	0	-0.07	0	0	-1.26
	Tualatin	0	0	0	0	-0.74	-0.01	0	0	0	-1.24
	Beaverton	0	0	0	0	-1.62	0	0	0	0	-1.22
	Hillsboro	0	0	0	0	-1.7	0	0	0	0	-1.23
	Vancouver CBD	-0.49	-0.3	-0.3	-0.3	3.34	-0.38	-0.57	-0.48	-0.49	0

Change in peak period travel times between select zone pairs. (Alternative - Baseline)

Green = improved travel times in Alternative. Red = worse travel times in Alternative.

All times in minutes.

RD A - Auto											
	TAZ	To									
		Portland CBD	PDX	Gateway	Gresham	Oregon City	Clackamas TC	Tualatin	Beaverton	Hillsboro	Vancouver CBD
From	Portland CBD	0	-0.95	-2.31	-2.67	0.45	0.39	-2.4	-0.85	-1.65	-1.63
	PDX	-0.49	0	-0.03	-1.8	-4.05	-2.25	-3.37	-1.72	-2.51	0.55
	Gateway	-1.54	0.09	0	0.53	-3.58	-1.78	-4.53	-3.27	-4.06	0.15
	Gresham	-0.49	0.38	0.84	0.01	0.15	-1.21	-2.05	-2.21	-3	-1.84
	Oregon City	0.51	-3.64	-3.08	-2.67	0.01	-0.93	-1.76	-4.76	-0.97	-3.95
	Clackamas TC	0.82	-2.25	-1.76	-1.02	-1.46	0	-2.99	0.91	-0.96	-2.63
	Tualatin	-2.1	-3.53	-4.89	-5.63	-2.98	-3.88	0	-2.49	0.54	-4.13
	Beaverton	-0.67	-2.44	-3.75	-4.13	-5.38	0.9	-2.45	0	0.52	-2.79
	Hillsboro	-2.27	-4.04	-5.35	-5.73	1.06	-2.23	0.49	0.31	0	-4.33
	Vancouver CBD	-0.8	0.19	0.04	1.34	-3.99	-2.17	-3.92	-2.61	-3.4	0

RD A - Transit											
	TAZ	To									
		Portland CBD	PDX	Gateway	Gresham	Oregon City	Clackamas TC	Tualatin	Beaverton	Hillsboro	Vancouver CBD
From	Portland CBD	0	0	0	0	0.21	0	0	0	0	-1.88
	PDX	0	0	0	0	-0.91	0	0	0	0	-1.88
	Gateway	0	0	0	0	-0.91	0	-0.01	0	0	-1.59
	Gresham	0	0	0	0	-0.91	0	0	0	0	-1.89
	Oregon City	-0.6	-0.2	-0.2	-0.2	0	-0.25	0.13	-0.82	-0.8	-2.63
	Clackamas TC	0	0	0	0	-0.9	0	-0.04	0	0	-1.59
	Tualatin	-0.03	-0.01	0.06	-0.01	0.08	-0.08	0	0	0	-1.93
	Beaverton	0	0	0	0	0.27	0	0	0	0	-1.88
	Hillsboro	0	0	0	0	0.2	0	0	0	0	-1.89
	Vancouver CBD	-1.88	-0.65	-0.69	-0.65	-1.92	-1.46	-1.92	-1.87	-1.88	0

Change in peak period travel times between select zone pairs. (Alternative - Baseline)

Green = improved travel times in Alternative. Red = worse travel times in Alternative.

All times in minutes.

RD B - Auto											
	TAZ	To									
		Portland CBD	PDX	Gateway	Gresham	Oregon City	Clackamas TC	Tualatin	Beaverton	Hillsboro	Vancouver CBD
From	Portland CBD	0	-1.67	-4.21	1.29	1.22	1.29	-3.99	-1.05	-3.17	-3.22
	PDX	-0.38	0.01	0.44	1.88	-6.33	-3.32	-5.59	-1.79	-3.9	0.97
	Gateway	-2.32	0.42	0	1.8	-5.62	-2.61	-7.63	-5.14	-7.26	0.61
	Gresham	3.17	0.64	1.45	0.01	0.68	1.28	-2.83	-3.43	-5.54	-1.98
	Oregon City	1.74	-5.28	-4.54	1.69	0.04	-1.36	1.03	-6.67	5.23	-6.19
	Clackamas TC	2.01	2.42	-2.44	1.42	-2.33	-0.01	-4.43	2.86	-1.39	-4.09
	Tualatin	-3.22	-5.9	-8.44	-3.09	-4.59	-6.13	0	-3.82	1.45	-7
	Beaverton	-0.64	-3.79	-6.39	-1.59	-8.38	2.63	-3.81	0	0.83	-5.3
	Hillsboro	-2.75	-5.87	-8.51	-3.71	3.75	-0.77	1.52	0.81	0	-7.21
	Vancouver CBD	-1.22	0.27	0.31	2.13	-6.26	-3.24	-6.71	-4.1	-6.21	0

RD B - Transit											
	TAZ	To									
		Portland CBD	PDX	Gateway	Gresham	Oregon City	Clackamas TC	Tualatin	Beaverton	Hillsboro	Vancouver CBD
From	Portland CBD	0	0	0	0	1.18	0	0	0	0	-3.32
	PDX	0	0	0	0	-1.07	0	0	0	0	-3.32
	Gateway	0	0	0	0	-1.07	0	0	0	0	-2.64
	Gresham	0	0	0	0	-1.07	0	0	0	0	-3.33
	Oregon City	-0.32	0.15	0.15	0.15	0	0.05	1.07	-1.14	-1.11	-3.8
	Clackamas TC	0	0	0	0	-1.09	0	-0.03	0	0	-2.64
	Tualatin	-0.01	0	-0.01	0	1.38	-0.03	0	0	0	-3.34
	Beaverton	0	0	0	0	1.45	0	0	0	0	-3.32
	Hillsboro	0	0	0	0	1.4	0	0	0	0	-3.32
	Vancouver CBD	-3.35	-1.8	-1.83	-1.8	-3.22	-2.46	-3.37	-3.34	-3.34	0

% change from Baseline in peak period travel times between select zone pairs

Green = improved travel times in Alternative. Red = worse travel times in Alternative.

VMT B - Auto											
	TAZ	To									
		Portland		Gateway	Gresham	Oregon		Clackamas		Vancouver	
		CBD	PDX			City	TC	Tualatin	Beaverton	Hillsboro	CBD
From	Portland CBD	0%	-2%	-3%	-3%	-3%	-3%	-4%	-5%	-4%	-3%
	PDX	-2%	0%	-1%	-1%	-3%	-2%	-4%	-4%	-4%	-2%
	Gateway	-2%	0%	0%	-1%	-4%	-3%	-4%	-5%	-4%	-2%
	Gresham	-2%	-1%	-1%	0%	-3%	-2%	-3%	-4%	-3%	-2%
	Oregon City	-3%	-3%	-4%	-3%	-4%	-4%	-4%	-4%	-3%	-3%
	Clackamas TC	-3%	-2%	-3%	-2%	-4%	1%	-4%	-4%	-4%	-3%
	Tualatin	-3%	-3%	-4%	-3%	-4%	-4%	0%	-4%	-2%	-4%
	Beaverton	-4%	-4%	-4%	-4%	-4%	-3%	-3%	0%	-2%	-4%
	Hillsboro	-4%	-3%	-4%	-3%	-3%	-4%	-2%	-2%	0%	-4%
	Vancouver CBD	-1%	0%	-1%	-1%	-3%	-2%	-4%	-4%	-4%	0%

VMT B - Transit											
	TAZ	To									
		Portland		Gateway	Gresham	Oregon		Clackamas		Vancouver	
		CBD	PDX			City	TC	Tualatin	Beaverton	Hillsboro	CBD
From	Portland CBD	--	0%	0%	0%	-2%	0%	0%	0%	0%	-5%
	PDX	0%	--	0%	0%	-1%	0%	0%	0%	0%	-2%
	Gateway	0%	0%	--	0%	-1%	0%	0%	0%	0%	-3%
	Gresham	0%	0%	0%	--	-1%	0%	0%	0%	0%	-2%
	Oregon City	1%	-1%	-1%	-1%	--	-2%	-2%	0%	0%	-1%
	Clackamas TC	0%	0%	0%	0%	-2%	--	0%	0%	0%	-2%
	Tualatin	0%	0%	0%	0%	-2%	0%	--	0%	0%	-2%
	Beaverton	0%	0%	0%	0%	-2%	0%	0%	--	0%	-3%
	Hillsboro	0%	0%	0%	0%	-1%	0%	0%	0%	--	-2%
	Vancouver CBD	-2%	0%	-1%	0%	5%	-1%	-1%	-1%	-1%	--

% change from Baseline in peak period travel times between select zone pairs

Green = improved travel times in Alternative. Red = worse travel times in Alternative.

VMT C - Auto											
	TAZ	To									
		Portland				Oregon	Clackamas	Vancouver			
		CBD	PDX	Gateway	Gresham	City	TC	Tualatin	Beaverton	Hillsboro	CBD
From	Portland CBD	0%	-3%	-6%	-5%	-5%	-5%	-7%	-9%	-8%	-5%
	PDX	-3%	0%	-2%	-2%	-5%	-4%	-6%	-7%	-6%	-4%
	Gateway	-4%	-1%	0%	-2%	-6%	-5%	-8%	-8%	-7%	-3%
	Gresham	-3%	-1%	-2%	0%	-5%	-3%	-5%	-7%	-6%	-3%
	Oregon City	-5%	-6%	-7%	-5%	-6%	-7%	-8%	-8%	-6%	-5%
	Clackamas TC	-5%	-4%	-6%	-3%	-7%	1%	-7%	-7%	-7%	-5%
	Tualatin	-6%	-6%	-7%	-6%	-7%	-7%	0%	-7%	-4%	-6%
	Beaverton	-7%	-6%	-7%	-6%	-6%	-6%	-6%	0%	-3%	-7%
	Hillsboro	-6%	-6%	-7%	-6%	-5%	-6%	-4%	-4%	0%	-6%
	Vancouver CBD	-3%	-1%	-1%	-2%	-5%	-3%	-7%	-8%	-7%	0%

VMT C - Transit											
	TAZ	To									
		Portland				Oregon	Clackamas	Vancouver			
		CBD	PDX	Gateway	Gresham	City	TC	Tualatin	Beaverton	Hillsboro	CBD
From	Portland CBD	--	0%	0%	0%	-4%	0%	0%	0%	0%	-8%
	PDX	0%	--	0%	0%	-2%	0%	0%	0%	0%	-3%
	Gateway	0%	0%	--	0%	-3%	0%	0%	0%	0%	-6%
	Gresham	0%	0%	0%	--	-2%	0%	0%	0%	0%	-3%
	Oregon City	1%	-1%	-2%	-1%	--	-3%	-4%	0%	0%	-2%
	Clackamas TC	0%	0%	0%	0%	-4%	--	0%	0%	0%	-4%
	Tualatin	0%	0%	0%	0%	-4%	0%	--	0%	0%	-3%
	Beaverton	0%	0%	0%	0%	-3%	0%	0%	--	0%	-4%
	Hillsboro	0%	0%	0%	0%	-3%	0%	0%	0%	--	-3%
	Vancouver CBD	-3%	-1%	-1%	-1%	3%	-1%	-2%	-2%	-1%	--

% change from Baseline in peak period travel times between select zone pairs

Green = improved travel times in Alternative. Red = worse travel times in Alternative.

COR A - Auto											
	TAZ	To									
		Portland				Oregon	Clackamas				
		CBD	PDX	Gateway	Gresham	City	TC	Tualatin	Beaverton	Hillsboro	Vancouver CBD
From	Portland CBD	0%	-6%	-8%	-5%	-2%	-3%	-7%	-13%	-8%	-2%
	PDX	-2%	0%	-1%	0%	0%	0%	1%	3%	2%	-1%
	Gateway	-2%	0%	0%	0%	0%	0%	1%	3%	1%	-1%
	Gresham	-2%	0%	0%	0%	0%	0%	0%	2%	1%	-1%
	Oregon City	-4%	0%	0%	0%	0%	0%	2%	1%	1%	-1%
	Clackamas TC	-5%	0%	-1%	0%	0%	1%	1%	2%	3%	-1%
	Tualatin	-4%	0%	0%	0%	0%	0%	0%	1%	0%	0%
	Beaverton	-7%	1%	3%	1%	0%	1%	0%	0%	-1%	1%
	Hillsboro	-4%	1%	2%	1%	0%	2%	0%	-1%	0%	1%
	Vancouver CBD	-3%	0%	0%	0%	0%	0%	0%	3%	2%	0%

COR A - Transit											
	TAZ	To									
		Portland				Oregon	Clackamas				
		CBD	PDX	Gateway	Gresham	City	TC	Tualatin	Beaverton	Hillsboro	Vancouver CBD
From	Portland CBD	--	0%	0%	0%	1%	0%	0%	0%	0%	-2%
	PDX	0%	--	0%	0%	0%	0%	0%	0%	0%	-1%
	Gateway	0%	0%	--	0%	0%	0%	0%	0%	0%	-2%
	Gresham	0%	0%	0%	--	0%	0%	0%	0%	0%	-1%
	Oregon City	2%	0%	0%	0%	--	0%	0%	1%	1%	0%
	Clackamas TC	0%	0%	0%	0%	1%	--	0%	0%	0%	-1%
	Tualatin	0%	0%	0%	0%	0%	0%	--	0%	0%	-1%
	Beaverton	0%	0%	0%	0%	1%	0%	0%	--	0%	-1%
	Hillsboro	0%	0%	0%	0%	0%	0%	0%	0%	--	-1%
	Vancouver CBD	4%	1%	1%	1%	2%	0%	2%	2%	2%	--

% change from Baseline in peak period travel times between select zone pairs

Green = improved travel times in Alternative. Red = worse travel times in Alternative.

COR B - Auto											
	TAZ	To									
		Portland	PDX	Gateway	Gresham	Oregon	Clackamas	Tualatin	Beaverton	Hillsboro	Vancouver
		CBD				City	TC				CBD
From	Portland CBD	0%	-3%	-6%	-4%	-12%	-12%	-6%	-12%	-8%	-4%
	PDX	-1%	0%	0%	0%	1%	2%	0%	1%	1%	-1%
	Gateway	-3%	0%	1%	-1%	0%	1%	0%	0%	0%	-1%
	Gresham	-2%	0%	0%	0%	0%	0%	0%	0%	0%	-1%
	Oregon City	-7%	0%	0%	0%	-4%	0%	1%	0%	0%	-1%
	Clackamas TC	-9%	0%	0%	0%	-1%	0%	0%	0%	1%	-1%
	Tualatin	-4%	0%	-1%	-1%	-2%	-2%	0%	0%	0%	-2%
	Beaverton	-8%	0%	0%	0%	-1%	0%	0%	0%	-1%	-1%
	Hillsboro	-5%	0%	0%	0%	-1%	0%	0%	-1%	0%	-1%
	Vancouver CBD	-4%	0%	0%	0%	1%	1%	-2%	1%	0%	0%

COR B - Transit											
	TAZ	To									
		Portland	PDX	Gateway	Gresham	Oregon	Clackamas	Tualatin	Beaverton	Hillsboro	Vancouver
		CBD				City	TC				CBD
From	Portland CBD	--	0%	0%	0%	-1%	0%	0%	0%	0%	-2%
	PDX	0%	--	0%	0%	0%	0%	0%	0%	0%	-1%
	Gateway	0%	0%	--	0%	0%	0%	0%	0%	0%	-1%
	Gresham	0%	0%	0%	--	0%	0%	0%	0%	0%	-1%
	Oregon City	1%	0%	0%	0%	--	1%	0%	1%	0%	0%
	Clackamas TC	0%	0%	0%	0%	1%	--	0%	0%	0%	-1%
	Tualatin	0%	0%	0%	0%	0%	0%	--	0%	0%	-1%
	Beaverton	0%	0%	0%	0%	-1%	0%	0%	--	0%	-1%
	Hillsboro	0%	0%	0%	0%	0%	0%	0%	0%	--	-1%
	Vancouver CBD	1%	0%	0%	0%	0%	0%	0%	1%	0%	--

% change from Baseline in peak period travel times between select zone pairs

Green = improved travel times in Alternative. Red = worse travel times in Alternative.

PARK A - Auto											
	TAZ	To									
		Portland				Oregon	Clackamas	Vancouver			
		CBD	PDX	Gateway	Gresham	City	TC	Tualatin	Beaverton	Hillsboro	CBD
From	Portland CBD	0%	-2%	-3%	-2%	-3%	-2%	-3%	-3%	-2%	-2%
	PDX	-1%	0%	0%	0%	-1%	-1%	-2%	-2%	-1%	0%
	Gateway	-1%	0%	0%	0%	-2%	-1%	-2%	-2%	-2%	0%
	Gresham	-1%	0%	0%	0%	-1%	-1%	-1%	-2%	-1%	0%
	Oregon City	-1%	-1%	-1%	-1%	-1%	-1%	-1%	-1%	-1%	-1%
	Clackamas TC	-1%	0%	0%	0%	-2%	1%	-1%	-1%	-2%	0%
	Tualatin	0%	-1%	-2%	-1%	-2%	-2%	0%	-1%	0%	-1%
	Beaverton	-1%	-1%	-2%	-2%	-2%	-1%	-1%	0%	0%	-2%
	Hillsboro	-1%	-1%	-1%	-1%	-1%	-2%	0%	0%	0%	-1%
	Vancouver CBD	-1%	0%	0%	0%	-1%	-1%	-2%	-2%	-2%	0%

PARK A - Transit											
	TAZ	To									
		Portland				Oregon	Clackamas	Vancouver			
		CBD	PDX	Gateway	Gresham	City	TC	Tualatin	Beaverton	Hillsboro	CBD
From	Portland CBD	--	0%	0%	0%	-1%	0%	0%	0%	0%	-2%
	PDX	0%	--	0%	0%	0%	0%	0%	0%	0%	-1%
	Gateway	0%	0%	--	0%	0%	0%	0%	0%	0%	-1%
	Gresham	0%	0%	0%	--	0%	0%	0%	0%	0%	-1%
	Oregon City	0%	0%	0%	0%	--	0%	0%	0%	0%	0%
	Clackamas TC	0%	0%	0%	0%	-1%	--	0%	0%	0%	-1%
	Tualatin	0%	0%	0%	0%	0%	0%	--	0%	0%	-1%
	Beaverton	0%	0%	0%	0%	-1%	0%	0%	--	0%	-1%
	Hillsboro	0%	0%	0%	0%	-1%	0%	0%	0%	--	-1%
	Vancouver CBD	-1%	0%	0%	0%	0%	0%	0%	0%	0%	--

% change from Baseline in peak period travel times between select zone pairs

Green = improved travel times in Alternative. Red = worse travel times in Alternative.

PARK B - Auto											
	TAZ	To									
		Portland				Oregon	Clackamas	Vancouver			
		CBD	PDX	Gateway	Gresham	City	TC	Tualatin	Beaverton	Hillsboro	CBD
From	Portland CBD	0%	-3%	-6%	-4%	-6%	-5%	-5%	-7%	-4%	-2%
	PDX	-1%	0%	-1%	-1%	-2%	-1%	-3%	-4%	-3%	0%
	Gateway	-2%	0%	0%	-1%	-3%	-2%	-4%	-5%	-4%	0%
	Gresham	-1%	0%	0%	0%	-2%	-1%	-2%	-3%	-3%	0%
	Oregon City	-2%	-1%	-2%	-1%	-4%	-2%	-2%	-1%	-1%	-1%
	Clackamas TC	-2%	-1%	-2%	-1%	-4%	0%	-3%	-3%	-4%	-1%
	Tualatin	-1%	-3%	-4%	-2%	-3%	-3%	0%	-1%	-1%	-2%
	Beaverton	-1%	-2%	-4%	-3%	-2%	-2%	-2%	0%	-1%	-3%
	Hillsboro	-1%	-2%	-3%	-3%	-1%	-3%	-1%	0%	0%	-2%
	Vancouver CBD	-2%	0%	0%	-1%	-2%	-1%	-4%	-4%	-4%	0%

PARK B - Transit											
	TAZ	To									
		Portland				Oregon	Clackamas	Vancouver			
		CBD	PDX	Gateway	Gresham	City	TC	Tualatin	Beaverton	Hillsboro	CBD
From	Portland CBD	--	0%	0%	0%	-2%	0%	0%	0%	0%	-3%
	PDX	0%	--	0%	0%	-1%	0%	0%	0%	0%	-1%
	Gateway	0%	0%	--	0%	-1%	0%	0%	0%	0%	-2%
	Gresham	0%	0%	0%	--	-1%	0%	0%	0%	0%	-1%
	Oregon City	1%	0%	-1%	0%	--	-1%	-1%	0%	0%	-1%
	Clackamas TC	0%	0%	0%	0%	-2%	--	0%	0%	0%	-2%
	Tualatin	0%	0%	0%	0%	-1%	0%	--	0%	0%	-1%
	Beaverton	0%	0%	0%	0%	-2%	0%	0%	--	0%	-2%
	Hillsboro	0%	0%	0%	0%	-2%	0%	0%	0%	--	-1%
	Vancouver CBD	-2%	0%	-1%	0%	5%	-1%	-1%	-1%	-1%	--

% change from Baseline in peak period travel times between select zone pairs

Green = improved travel times in Alternative. Red = worse travel times in Alternative.

PARK B-R - Auto											
	TAZ	To									
		Portland				Oregon	Clackamas	Vancouver			
		CBD	PDX	Gateway	Gresham	City	TC	Tualatin	Beaverton	Hillsboro	CBD
From	Portland CBD	0%	-3%	-5%	-4%	-5%	-5%	-5%	-6%	-4%	-3%
	PDX	-1%	0%	-1%	-1%	-2%	-1%	-3%	-3%	-3%	0%
	Gateway	-2%	0%	0%	-1%	-3%	-2%	-4%	-4%	-3%	0%
	Gresham	-1%	0%	0%	0%	-2%	-1%	-2%	-3%	-3%	0%
	Oregon City	-2%	-1%	-2%	-1%	-2%	-2%	-1%	-1%	-1%	-1%
	Clackamas TC	-2%	-1%	-2%	-1%	-3%	0%	-2%	-2%	-3%	-1%
	Tualatin	0%	-2%	-3%	-2%	-2%	-2%	0%	-1%	-1%	-2%
	Beaverton	0%	-2%	-3%	-3%	-1%	-2%	-1%	0%	-1%	-2%
	Hillsboro	0%	-1%	-2%	-2%	-1%	-3%	-1%	0%	0%	-2%
	Vancouver CBD	-2%	0%	0%	-1%	-2%	-1%	-3%	-4%	-3%	0%

PARK B-R - Transit											
	TAZ	To									
		Portland				Oregon	Clackamas	Vancouver			
		CBD	PDX	Gateway	Gresham	City	TC	Tualatin	Beaverton	Hillsboro	CBD
From	Portland CBD	--	0%	0%	0%	-2%	0%	0%	0%	0%	-4%
	PDX	0%	--	0%	0%	-1%	0%	0%	0%	0%	-2%
	Gateway	0%	0%	--	0%	-1%	0%	0%	0%	0%	-3%
	Gresham	0%	0%	0%	--	-1%	0%	0%	0%	0%	-2%
	Oregon City	1%	0%	-1%	0%	--	-1%	-1%	0%	0%	-1%
	Clackamas TC	0%	0%	0%	0%	-2%	--	0%	0%	0%	-2%
	Tualatin	0%	0%	0%	0%	-1%	0%	--	0%	0%	-2%
	Beaverton	0%	0%	0%	0%	-2%	0%	0%	--	0%	-2%
	Hillsboro	0%	0%	0%	0%	-2%	0%	0%	0%	--	-2%
	Vancouver CBD	-2%	0%	-1%	0%	5%	-1%	-1%	-1%	-1%	--

% change from Baseline in peak period travel times between select zone pairs

Green = improved travel times in Alternative. Red = worse travel times in Alternative.

RD A - Auto											
	TAZ	To									
		Portland				Oregon	Clackamas				Vancouver
		CBD	PDX	Gateway	Gresham	City	TC	Tualatin	Beaverton	Hillsboro	CBD
From	Portland CBD	0%	-4%	-13%	-9%	1%	1%	-10%	-4%	-4%	-7%
	PDX	-2%	0%	0%	-9%	-12%	-11%	-8%	-4%	-4%	3%
	Gateway	-10%	1%	0%	4%	-13%	-12%	-12%	-9%	-8%	1%
	Gresham	-2%	2%	6%	2%	0%	-5%	-4%	-5%	-5%	-6%
	Oregon City	2%	-12%	-13%	-8%	1%	-8%	-10%	-14%	-2%	-10%
	Clackamas TC	3%	-10%	-12%	-4%	-9%	0%	-12%	2%	-2%	-8%
	Tualatin	-9%	-8%	-13%	-12%	-15%	-14%	0%	-12%	1%	-9%
	Beaverton	-3%	-6%	-11%	-8%	-14%	2%	-12%	0%	2%	-7%
	Hillsboro	-6%	-7%	-10%	-9%	2%	-4%	1%	1%	0%	-8%
	Vancouver CBD	-5%	1%	0%	5%	-10%	-8%	-10%	-8%	-7%	0%

RD A - Transit											
	TAZ	To									
		Portland				Oregon	Clackamas				Vancouver
		CBD	PDX	Gateway	Gresham	City	TC	Tualatin	Beaverton	Hillsboro	CBD
From	Portland CBD	--	0%	0%	0%	0%	0%	0%	0%	0%	-7%
	PDX	0%	--	0%	0%	-2%	0%	0%	0%	0%	-3%
	Gateway	0%	0%	--	0%	-2%	0%	0%	0%	0%	-4%
	Gresham	0%	0%	0%	--	-1%	0%	0%	0%	0%	-3%
	Oregon City	-1%	0%	0%	0%	--	-1%	0%	-1%	-1%	-3%
	Clackamas TC	0%	0%	0%	0%	-3%	--	0%	0%	0%	-3%
	Tualatin	0%	0%	0%	0%	0%	0%	--	0%	0%	-3%
	Beaverton	0%	0%	0%	0%	0%	0%	0%	--	0%	-4%
	Hillsboro	0%	0%	0%	0%	0%	0%	0%	0%	--	-2%
	Vancouver CBD	-7%	-1%	-1%	-1%	-3%	-2%	-3%	-4%	-3%	--

% change from Baseline in peak period travel times between select zone pairs

Green = improved travel times in Alternative. Red = worse travel times in Alternative.

RD B - Auto											
	TAZ	To									
		Portland CBD	PDX	Gateway	Gresham	Oregon City	Clackamas TC	Tualatin	Beaverton	Hillsboro	Vancouver CBD
From	Portland CBD	0%	-7%	-24%	4%	3%	5%	-16%	-5%	-8%	-13%
	PDX	-2%	0%	4%	9%	-19%	-16%	-13%	-4%	-7%	5%
	Gateway	-15%	4%	0%	12%	-21%	-18%	-21%	-15%	-14%	3%
	Gresham	11%	3%	10%	2%	2%	5%	-6%	-7%	-9%	-6%
	Oregon City	6%	-17%	-19%	5%	3%	-11%	6%	-19%	10%	-15%
	Clackamas TC	8%	11%	-17%	6%	-15%	-1%	-18%	7%	-2%	-13%
	Tualatin	-14%	-13%	-22%	-6%	-22%	-23%	0%	-19%	4%	-16%
	Beaverton	-3%	-9%	-18%	-3%	-22%	6%	-19%	0%	4%	-13%
	Hillsboro	-7%	-10%	-16%	-6%	7%	-1%	4%	4%	0%	-13%
	Vancouver CBD	-7%	2%	2%	8%	-15%	-11%	-17%	-12%	-12%	0%

RD B - Transit											
	TAZ	To									
		Portland CBD	PDX	Gateway	Gresham	Oregon City	Clackamas TC	Tualatin	Beaverton	Hillsboro	Vancouver CBD
From	Portland CBD	--	0%	0%	0%	2%	0%	0%	0%	0%	-12%
	PDX	0%	--	0%	0%	-2%	0%	0%	0%	0%	-5%
	Gateway	0%	0%	--	0%	-2%	0%	0%	0%	0%	-6%
	Gresham	0%	0%	0%	--	-2%	0%	0%	0%	0%	-4%
	Oregon City	-1%	0%	0%	0%	--	0%	2%	-1%	-1%	-5%
	Clackamas TC	0%	0%	0%	0%	-4%	--	0%	0%	0%	-4%
	Tualatin	0%	0%	0%	0%	2%	0%	--	0%	0%	-5%
	Beaverton	0%	0%	0%	0%	2%	0%	0%	--	0%	-6%
	Hillsboro	0%	0%	0%	0%	1%	0%	0%	0%	--	-4%
	Vancouver CBD	-13%	-3%	-4%	-3%	-5%	-4%	-6%	-7%	-5%	--

PM 2-HR Congested links (0.9<=vc<1)	Base		VMT B		VMT C		COR A		COR B		PARK A		PARK B		RD A		RD B	
	miles	share	miles	share	miles	share	miles	share	miles	share	miles	share	miles	share	miles	share	miles	share
Total	88.3	2.3%	76.6	2.0%	70.1	1.9%	79.9	2.1%	76.3	2.0%	86.2	2.3%	79.9	2.1%	66.4	1.8%	71.9	1.9%
change from Base			-11.8	-13.3%	-18.2	-20.6%	-8.5	-9.6%	-12.1	-13.7%	-2.2	-2.5%	-8.5	-9.6%	-22.0	-24.9%	-16.5	-18.7%
Freeway	40.9	17.4%	36.0	15.3%	33.4	14.2%	39.4	16.7%	37.1	15.8%	40.2	17.1%	37.9	16.1%	17.9	7.6%	5.9	2.5%
change from Base			-4.9	-11.9%	-7.5	-18.4%	-1.5	-3.7%	-3.7	-9.1%	-0.7	-1.7%	-3.0	-7.3%	-23.0	-56.3%	-35.0	-85.5%
Arterial	47.5	1.3%	40.6	1.1%	36.7	1.0%	40.5	1.1%	39.1	1.1%	46.0	1.3%	42.0	1.2%	48.5	1.4%	65.9	1.9%
change from Base			-6.9	-14.5%	-10.7	-22.6%	-7.0	-14.7%	-8.3	-17.6%	-1.5	-3.1%	-5.5	-11.5%	1.0	2.1%	18.5	38.9%
PM 2-HR Severely Congested (vc>1)	miles	share	miles	share	miles	share	miles	share	miles	share	miles	share	miles	share	miles	share	miles	share
Total	52.3	1.4%	40.8	1.1%	31.5	0.8%	48.5	1.3%	49.1	1.3%	47.2	1.3%	42.8	1.1%	44.5	1.2%	46.4	1.2%
change from Base			-11.5	-22.0%	-20.8	-39.8%	-3.8	-7.3%	-3.2	-6.1%	-5.1	-9.8%	-9.5	-18.1%	-7.8	-14.9%	-5.9	-11.3%
Freeway	18.4	7.8%	13.6	5.8%	11.6	4.9%	16.9	7.2%	18.4	7.8%	15.4	6.6%	14.4	6.1%	7.5	3.2%	3.6	1.5%
change from Base			-4.8	-25.8%	-6.9	-37.2%	-1.5	-8.2%	0.0	0.0%	-3.0	-16.2%	-4.0	-21.8%	-10.9	-59.2%	-14.8	-80.5%
Arterial	33.9	1.0%	27.1	0.8%	19.9	0.6%	31.6	0.9%	30.7	0.9%	31.8	0.9%	28.4	0.8%	37.0	1.0%	42.8	1.2%
change from Base			-6.8	-20.0%	-14.0	-41.3%	-2.3	-6.7%	-3.2	-9.4%	-2.1	-6.3%	-5.5	-16.1%	3.1	9.1%	8.9	26.3%
PM 2-HR Pass Veh Hours of Delay	miles	share	miles	share	miles	share	miles	share	miles	share	miles	share	miles	share	miles	share	miles	share
Total	9207	6.8%	7281	5.7%	5762	4.8%	9860	7.5%	9676	7.4%	8581	6.4%	7748	6.0%	6000	4.6%	5631	4.4%
change from Base			-1926	-20.9%	-3445	-37.4%	653	7.1%	468	5.1%	-626	-6.8%	-1459	-15.9%	-3207	-34.8%	-3576	-38.8%
Freeway	5675	4.2%	4420	3.5%	3410	2.8%	6233	4.7%	6059	4.6%	5292	4.0%	4758	3.7%	2270	1.8%	1078	0.8%
change from Base			-1255	-22.1%	-2265	-39.9%	558	9.8%	384	6.8%	-382	-6.7%	-917	-16.2%	-3405	-60.0%	-4597	-81.0%
Arterial	3533	2.6%	2862	2.2%	2352	2.0%	3627	2.8%	3617	2.8%	3289	2.5%	2990	2.3%	3731	2.9%	4553	3.5%
change from Base			-671	-19.0%	-1180	-33.4%	95	2.7%	84	2.4%	-244	-6.9%	-543	-15.4%	198	5.6%	1021	28.9%
PM 2-HR Average Pass Veh Speed	26.1		26.7		27.2		26.2		26.1		26.3		26.7		26.6		26.2	
PM 2-HR Truck Hrs of Delay on Frt Net	287		241		203		313		324		279		264		164		123	
change from Base			-46	-16.2%	-84	-29.4%	25	8.8%	36	12.6%	-9	-3.0%	-23	-8.1%	-124	-43.0%	-164	-57.2%
AWD Total Transit Trips	462496		470237		486312		488174		494745		470973		509588		466494		472576	
change from Base			7741	1.7%	23816	5.1%	25679	5.6%	32249	7.0%	8478	1.8%	47093	10.2%	3999	0.9%	10080	2.2%
Transit Percent of Person Trips	6.3%		6.4%		6.6%		6.7%		6.7%		6.4%		7.0%		6.4%		6.4%	

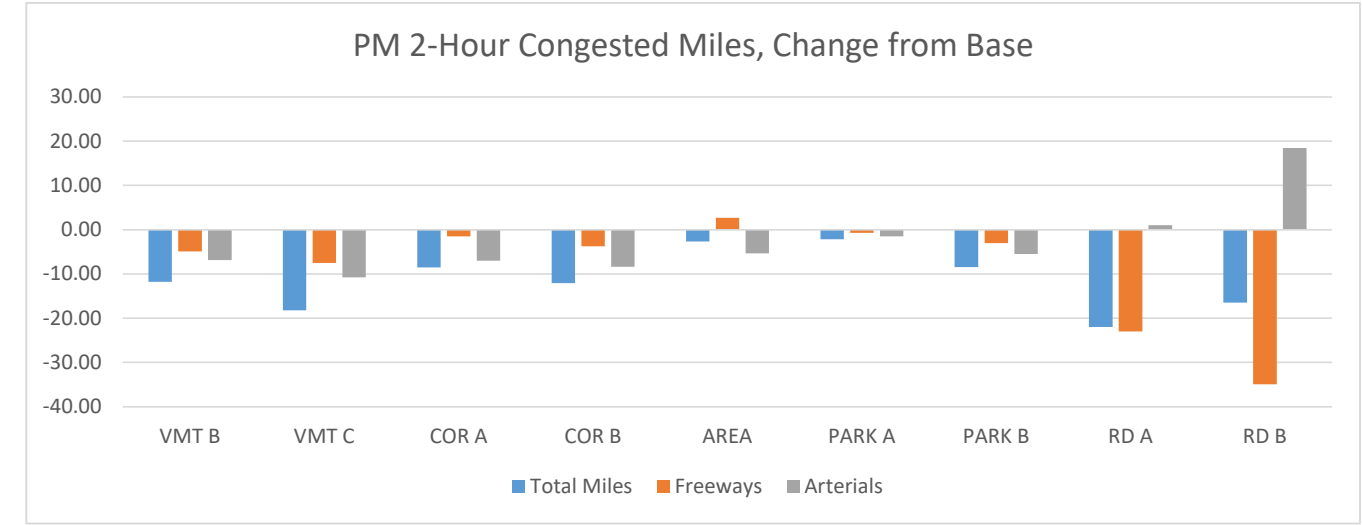


Figure 1.4-5 Total Daily Transit Trips, Change from Base

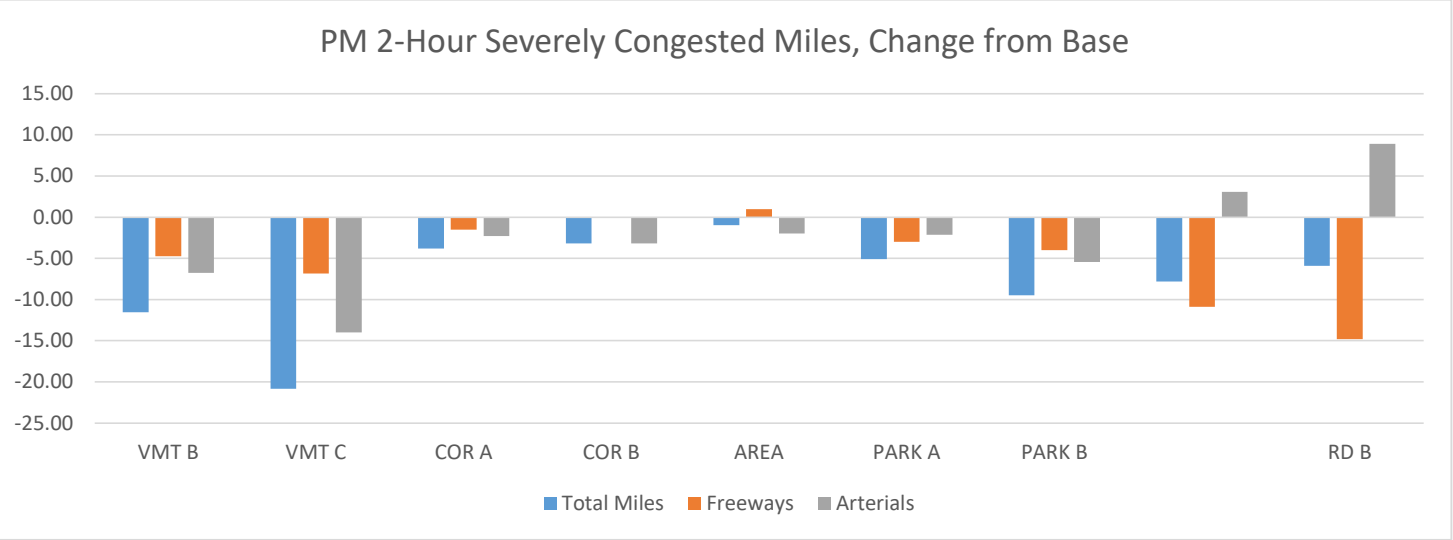
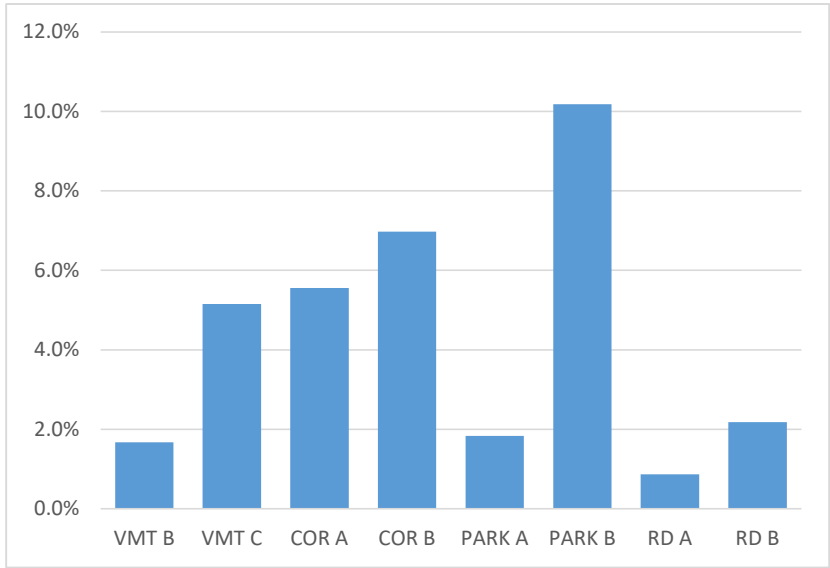
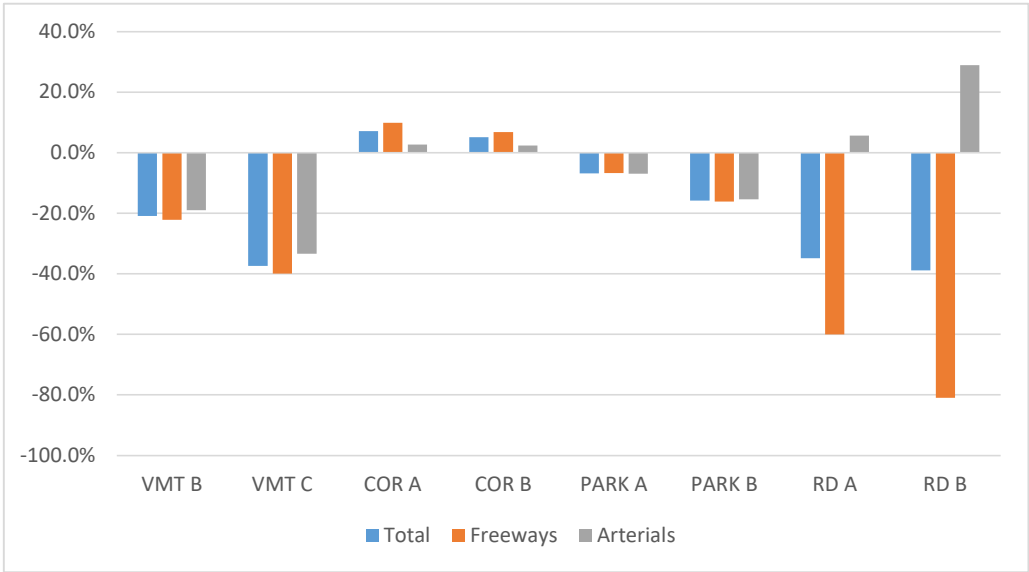


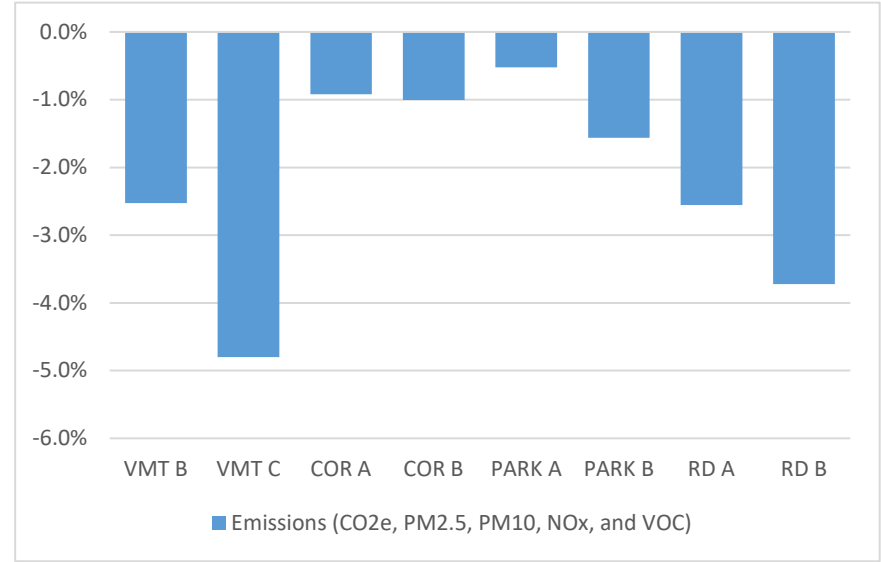
Figure 1.4-6 Change in Vehicle Hours of Delay - Region



Data from MCE outputs

	VMT B	VMT C	COR A	COR B	PARK A	PARK B	RD A	RD B
% change	-2.5%	-4.8%	-0.9%	-1.0%	-0.5%	-1.6%	-2.6%	-3.7%

Figure 1.4-11. Change in Emissions - Region



BY AUTO									
Average number of jobs accessible w/in a typical commute time ¹ for different communities, PM 2-HR									
	Base	VTM B	VTM C	COR A	COR B	PARK A	PARK B	RD A	RD B
All Zones	431,056	450,316	466,243	423,924	421,609	435,753	444,035	455,838	447,686
Equity Zones	473,250	489,267	502,353	471,586	469,267	477,160	483,845	492,285	481,407
Non-Equity Zones	405,047	426,307	443,984	394,546	392,233	410,231	419,496	433,372	426,900
Average percentage of all jobs accessible w/in a typical commute time ¹ for different communities, PM 2-HR									
	Base	VTM B	VTM C	COR A	COR B	PARK A	PARK B	RD A	RD B
All Zones	40.2%	42.0%	43.5%	39.6%	39.4%	40.7%	42.6%	42.6%	41.8%
Equity Zones	44.2%	45.7%	46.9%	44.0%	43.8%	44.6%	46.0%	46.0%	44.9%
Non-Equity Zones	37.8%	39.8%	41.5%	36.8%	36.6%	38.3%	40.5%	40.5%	39.9%
Change from Base: Jobs Accessible W/in a Typical Commute Time ¹ for Diff Communities, PM 2-HR									
All Jobs		VTM B	VTM C	COR A	COR B	PARK A	PARK B	RD A	RD B
Region		19,260	35,187	(7,132)	(9,446)	4,698	12,979	24,782	16,630
Equity Focus Areas		16,016	29,103	(1,664)	(3,983)	3,909	10,594	19,035	8,157
Non-Equity Focus Areas		21,260	38,937	(10,501)	(12,814)	5,184	14,449	28,325	21,853
Change from Base: Jobs Accessible W/in a Typical Commute Time ¹ for Diff Communities, PM 2-HR									
All Jobs		VTM B	VTM C	COR A	COR B	PARK A	PARK B	RD A	RD B
Region		4.47%	8.16%	-1.65%	-2.19%	1.09%	3.01%	5.75%	3.86%
Equity Focus Areas		3.38%	6.15%	-0.35%	-0.84%	0.83%	2.24%	4.02%	1.72%
Non-Equity Focus Areas		5.25%	9.61%	-2.59%	-3.16%	1.28%	3.57%	6.99%	5.40%
Percent change of jobs accessible compared to All Zones									
	Base	VTM B	VTM C	COR A	COR B	PARK A	PARK B	RD A	RD B
Equity Zones	9.8%	8.6%	7.7%	11.2%	11.3%	9.5%	9.0%	8.0%	7.5%
Non-Equity Zones	-6.0%	-5.3%	-4.8%	-6.9%	-7.0%	-5.9%	-5.5%	-4.9%	-4.6%
Average number of middle-wage jobs accessible w/in a typical commute time ¹ for different communities, PM 2-HR									
	Base	VTM B	VTM C	COR A	COR B	PARK A	PARK B	RD A	RD B
All Zones	118,411	123,695	128,076	116,444	115,807	119,696	121,969	125,205	122,962
Equity Zones	130,072	134,462	138,056	129,630	128,985	131,145	132,984	135,289	132,312
Non-Equity Zones	111,223	117,058	121,925	108,316	107,685	112,639	115,179	118,990	117,199
Average percentage of middle-wage jobs accessible w/in a typical commute time ¹ for different communities, PM 2-HR									
	Base	VTM B	VTM C	COR A	COR B	PARK A	PARK B	RD A	RD B
All Zones	11.1%	45.6%	47.2%	10.9%	43%	44.1%	46.2%	46.2%	45.3%
Equity Zones	12.1%	49.6%	50.9%	12.1%	48%	48.4%	49.9%	49.9%	48.8%
Non-Equity Zones	10.4%	43.2%	45.0%	10.1%	40%	41.5%	43.9%	43.9%	43.2%
Percent change of mid-wage jobs accessible compared to All Zones									
	Base	VTM B	VTM C	COR A	COR B	PARK A	PARK B	RD A	RD B
Equity Zones	9.8%	8.7%	7.8%	11.3%	11.4%	9.6%	9.0%	8.1%	7.6%
Non-Equity Zones	-6.1%	-5.4%	-4.8%	-7.0%	-7.0%	-5.9%	-5.6%	-5.0%	-4.7%
Average Number of Community Places ² Accessible W/in a Typical Commute Time ¹ for Diff Communities, PM 2-HR									
	Base	VTM B	VTM C	COR A	COR B	PARK A	PARK B	RD A	RD B
All Zones	1,537	1,702	1,768	1,636	1,627	1,649	1,688	1,700	1,667
Equity Zones	1,499	1,651	1,707	1,621	1,605	1,606	1,638	1,661	1,628
Non-Equity Zones	1,560	1,733	1,806	1,645	1,641	1,675	1,719	1,724	1,690
Percent change of community places accessible compared to All Zones									
	Base	VTM B	VTM C	COR A	COR B	PARK A	PARK B	RD A	RD B
Equity Zones	-2.5%	-3.0%	-3.4%	-0.9%	-1.4%	-2.6%	-2.9%	-2.3%	-2.3%
Non-Equity Zones	1.5%	1.8%	2.1%	0.6%	0.8%	1.6%	1.8%	1.4%	1.4%
Change from Base: Community Places Accessible W/in a Typical Commute Time ¹ for Diff Communities, PM 2-HR									
		VTM B	VTM C	COR A	COR B	PARK A	PARK B	RD A	RD B
All Zones		165	231	99	91	112	151	163	130
Equity Focus Areas		153	209	122	106	108	140	162	130
Non-Equity Focus Areas		172	245	85	81	114	158	164	130
Change from Base: Community Places Accessible W/in a Typical Commute Time ¹ for Diff Communities, PM 2-HR									
		VTM B	VTM C	COR A	COR B	PARK A	PARK B	RD A	RD B
Region		10.72%	15.05%	6.45%	5.89%	7.27%	9.85%	10.61%	8.44%
Equity Focus Areas		10.18%	13.94%	8.14%	7.10%	7.18%	9.34%	10.82%	8.66%
Non-Equity Focus Areas		11.03%	15.71%	5.44%	5.17%	7.32%	10.15%	10.49%	8.31%

¹Typical Commute Times

Mode	Travel Time Community Places	Travel Time Job Access
Auto	20 minutes	30 minutes
Transit	30 minutes	45 minutes

²Community places include hospitals and other medical services, civic places such as post offices, churches, social services, libraries, schools and colleges, financial institutions, grocery stores, and essential retail services such as hardware stores, pharmacies, and laundry services

Figure 1.4-12. Change in Jobs Accessible by Auto

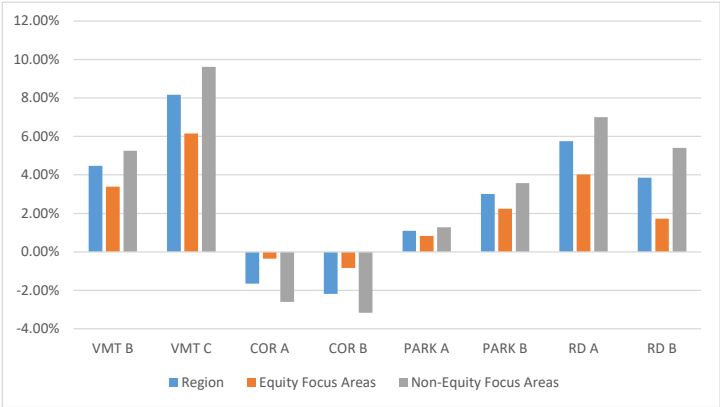
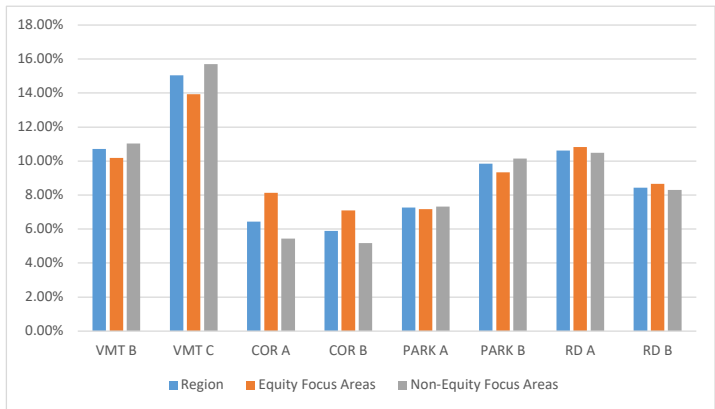


Figure ?. Change in Community Places Accessible by Auto



BY TRANSIT									
Average number of jobs accessible w/in a typical commute time ¹ for different communities, PM 2-HR									
	Base	VTM B	VTM C	COR A	COR B	PARK A	PARK B	RD A	RD B
All zones	107,864	109,097	110,058	108,817	108,789	108,242	108,831	107,625	106,394
Equity Zones	135,194	136,216	137,049	135,823	135,750	135,488	135,902	134,804	133,288
Non-Equity Zones	91,019	92,381	93,422	92,171	92,171	91,447	92,145	90,872	89,816
Average percentage of all jobs accessible w/in a typical commute time ¹ for different communities, PM 2-HR									
	Base	VTM B	VTM C	COR A	COR B	PARK A	PARK B	RD A	RD B
All zones	10.1%	10.2%	10.3%	10.2%	10.2%	10.1%	10.0%	10.0%	9.9%
Equity Zones	12.6%	12.7%	12.8%	12.7%	12.7%	12.7%	12.6%	12.6%	12.4%
Non-Equity Zones	43.1%	39.8%	41.5%	36.8%	36.6%	38.3%	40.5%	40.5%	39.9%
Change from Base: Jobs Accessible W/in a Typical Commute Time ¹ for Diff Communities, PM 2-HR									
All Jobs	VTM B	VTM C	COR A	COR B	PARK A	PARK B	RD A	RD B	
Region	1,233	2,194	953	925	377	967	(239)	(1,471)	
Equity Focus Areas	1,022	1,855	629	557	295	708	(390)	(1,906)	
Non-Equity Focus Areas	1,363	2,403	1,153	1,152	428	1,126	(147)	(1,203)	
Change from Base: Jobs Accessible W/in a Typical Commute Time ¹ for Diff Communities, PM 2-HR									
All Jobs	VTM B	VTM C	COR A	COR B	PARK A	PARK B	RD A	RD B	
Region	1.14%	2.03%	0.88%	0.86%	0.35%	0.90%	-0.22%	-1.36%	
Equity Focus Areas	0.76%	1.37%	0.47%	0.41%	0.22%	0.52%	-0.29%	-1.41%	
Non-Equity Focus Areas	1.50%	2.64%	1.27%	1.27%	0.47%	1.24%	-0.16%	-1.32%	
Percent change of jobs accessible compared to All Zones									
	Base	VTM B	VTM C	COR A	COR B	PARK A	PARK B	RD A	RD B
Equity Zones	25.3%	24.9%	24.5%	24.8%	24.8%	25.2%	24.9%	25.3%	25.3%
Non-Equity Zones	-15.6%	-15.3%	-15.1%	-15.3%	-15.3%	-15.5%	-15.3%	-15.6%	-15.6%
Average number of middle-wage jobs accessible w/in a typical commute time ¹ for different communities, PM 2-HR									
	Base	VTM B	VTM C	COR A	COR B	PARK A	PARK B	RD A	RD B
All zones	29,564	29,899	30,163	29,820	29,814	29,666	29,827	29,497	29,160
Equity Zones	37,111	37,393	37,621	37,281	37,260	37,191	37,307	37,001	36,589
Non-Equity Zones	24,912	25,280	25,566	25,221	25,223	25,028	25,217	24,872	24,581
Average percentage of middle-wage jobs accessible w/in a typical commute time ¹ for different communities, PM 2-HR									
	Base	VTM B	VTM C	COR A	COR B	PARK A	PARK B	RD A	RD B
All zones	2.8%	11.0%	11.1%	2.8%	11.0%	10.9%	10.9%	10.9%	10.8%
Equity Zones	3.5%	13.8%	13.9%	3.5%	13.7%	13.7%	13.6%	13.6%	13.5%
Non-Equity Zones	2.3%	9.3%	9.4%	2.4%	9.3%	9.2%	9.2%	9.2%	9.1%
Percent change of mid-wage jobs accessible compared to All Zones									
	Base	VTM B	VTM C	COR A	COR B	PARK A	PARK B	RD A	RD B
Equity Zones	25.5%	25.1%	24.7%	25.0%	25.0%	25.4%	25.1%	25.4%	25.5%
Non-Equity Zones	-15.7%	-15.4%	-15.2%	-15.4%	-15.4%	-15.6%	-15.5%	-15.7%	-15.7%
Average Number of Community Places ² Accessible W/in a Typical Commute Time ¹ for Diff Communities, PM 2-HR									
	Base	VTM B	VTM C	COR A	COR B	PARK A	PARK B	RD A	RD B
All zones	425	459	464	462	460	455	459	451	445
Equity Zones	468	502	507	501	501	498	501	494	488
Non-Equity Zones	399	433	438	437	435	429	433	425	418
Percent change of community places accessible compared to All Zones									
	Base	VTM B	VTM C	COR A	COR B	PARK A	PARK B	RD A	RD B
Equity Zones	10.1%	9.4%	9.2%	8.6%	8.9%	9.5%	9.2%	9.5%	9.6%
Non-Equity Zones	-6.2%	-5.8%	-5.6%	-5.3%	-5.5%	-5.8%	-5.7%	-5.9%	-5.9%
Change from Base: Community Places Accessible W/in a Typical Commute Time ¹ for Diff Communities, PM 2-HR									
	VTM B	VTM C	COR A	COR B	PARK A	PARK B	RD A	RD B	
All Zones	34	39	36	35	30	34	26	20	
Equity Focus Areas	34	39	33	33	30	33	26	20	
Non-Equity Focus Areas	34	39	38	37	30	34	26	20	
Change from Base: Community Accessible W/in a Typical Commute Time ¹ for Diff Communities, PM 2-HR									
	VTM B	VTM C	COR A	COR B	PARK A	PARK B	RD A	RD B	
Region	8.05%	9.23%	8.56%	8.30%	7.11%	7.99%	6.19%	4.59%	
Equity Focus Areas	7.34%	8.31%	7.10%	7.11%	6.50%	7.13%	5.63%	4.18%	
Non-Equity Focus Areas	8.56%	9.89%	9.61%	9.17%	7.55%	8.61%	6.59%	4.89%	

¹Typical Commute Times

Mode	Travel Time Community Places	Travel Time Job Access
Auto	20 minutes	30 minutes
Transit	30 minutes	45 minutes

²Community places include hospitals and other medical services, civic places such as post offices, churches, social services, libraries, schools and colleges, financial institutions, grocery stores, and essential retail services such as hardware stores, pharmacies, and laundry services

Figure 1.4-14. Change in Jobs Accessible by Transit

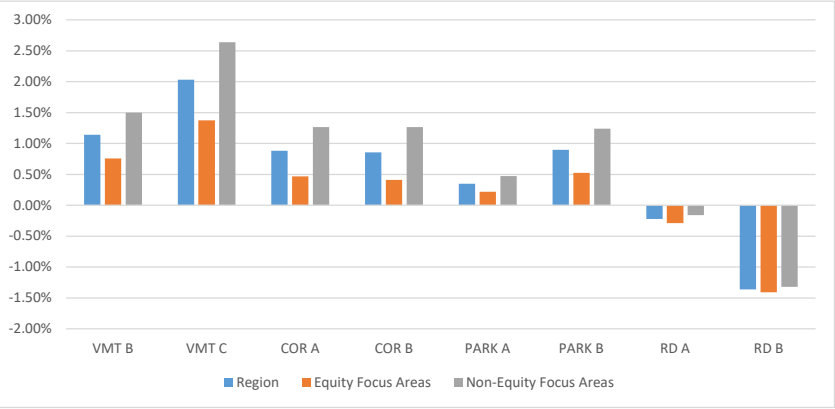
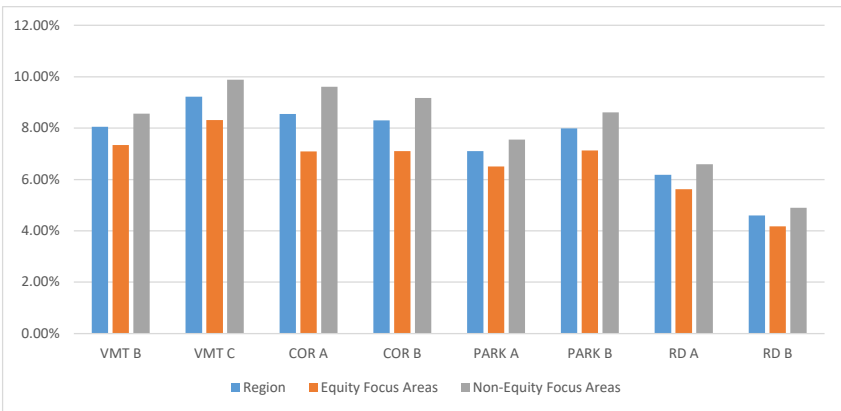


Figure ?. Change in Community Places Accessible by Transit



Appendix D.1 Model Data Summary - Cost outputs

RCPS Scenario	Operating K	Toll K	Parking K	Trfare K	Totcost K
BASE	\$8,108	\$0	\$2,333	\$689	\$11,130
VMT B	\$9,580	\$0	\$2,308	\$700	\$12,589
VMT C	\$10,786	\$0	\$2,247	\$724	\$13,757
COR A	\$7,986	\$489	\$1,997	\$727	\$11,199
COR B	\$7,954	\$641	\$1,914	\$736	\$11,245
AREA A	\$8,002	\$387	\$2,083	\$714	\$11,185
PARK A	\$7,940	\$0	\$2,427	\$764	\$11,131
PARK B	\$8,061	\$0	\$2,396	\$702	\$11,159
RD A	\$7,869	\$971	\$2,303	\$698	\$11,841
RD B	\$7,702	\$1,128	\$2,269	\$710	\$11,808

Change from Base					
RCPS Scenario	Operating K	Toll K	Parking K	Trfare K	Totcost K
VMT B	\$1,472	\$0	-\$25	\$11	\$1,459
VMT C	\$2,678	\$0	-\$86	\$35	\$2,627
COR A	-\$122	\$489	-\$336	\$38	\$69
COR B	-\$154	\$641	-\$419	\$47	\$115
AREA A	-\$106	\$387	-\$251	\$25	\$55
PARK A	-\$46	\$0	\$63	\$13	\$29
PARK B	-\$168	\$0	\$94	\$75	\$1
RD A	-\$238	\$971	-\$30	\$9	\$712
RD B	-\$406	\$1,128	-\$64	\$21	\$678

Percent Change from Base					
RCPS Scenario	Operating K	Toll K	Parking K	Trfare K	Totcost K
VMT B	18.16%	0.00%	-0.31%	0.14%	17.99%
VMT C	27.95%	0.00%	-0.90%	0.37%	27.42%
COR A	-1.13%	4.54%	-3.12%	0.35%	0.64%
COR B	-1.93%	8.03%	-5.25%	0.59%	1.44%
AREA A	-1.33%	4.86%	-3.15%	0.32%	0.70%
PARK A	-0.58%	0.00%	0.78%	0.16%	0.37%
PARK B	-2.12%	0.00%	1.18%	0.95%	0.01%
RD A	-2.96%	12.05%	-0.38%	0.11%	8.83%
RD B	-5.16%	14.33%	-0.82%	0.26%	8.62%

Figure 1.4-15. Total Travel Cost, Change from Base

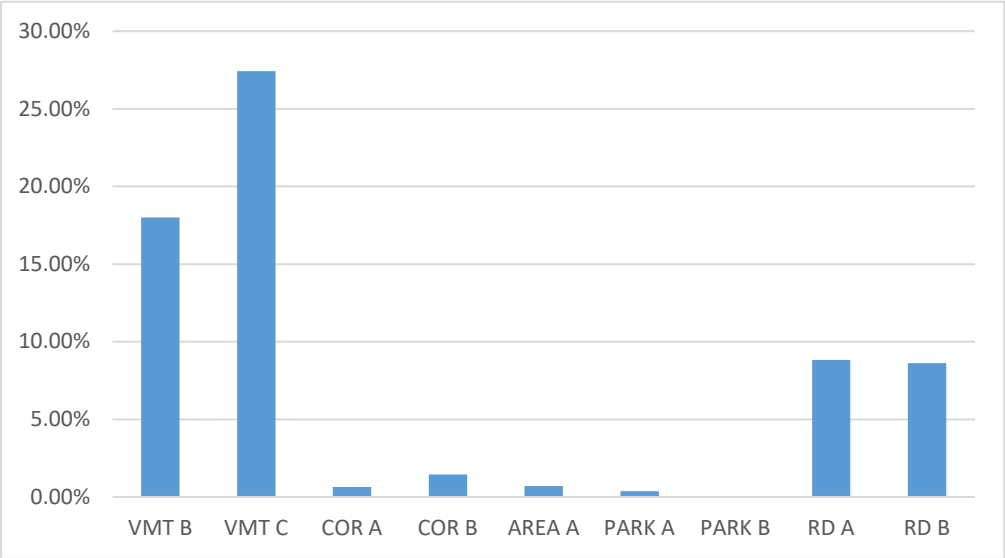
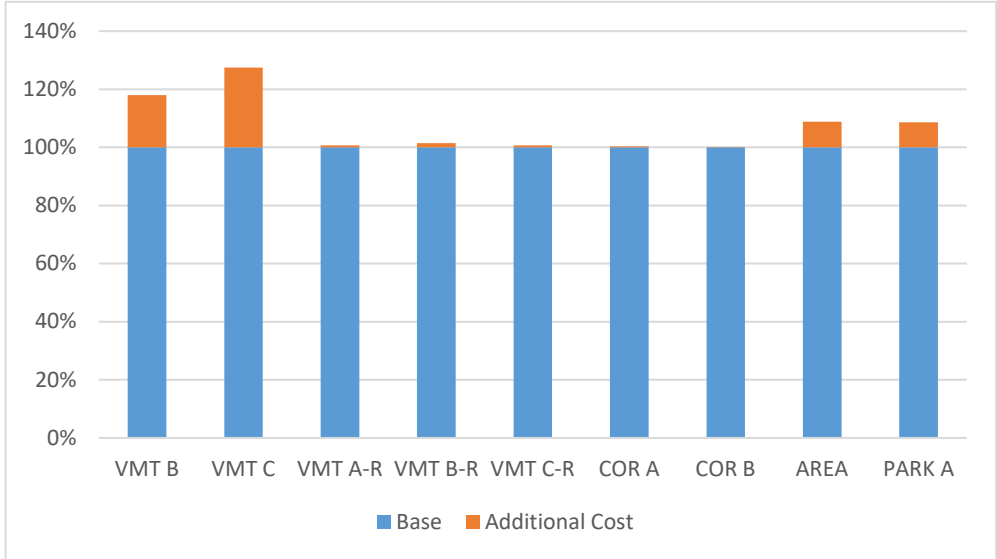


Figure 1.4-16. Total Travel Cost, Increase over Base



APPENDIX D.2: INDIVIDUAL TRIP EXAMPLES

Appendix D.2 Individual Trip Examples

Name	Mode	Trip	VMT B		VMT C		COR A		COR B		PARK A	
			Change in Travel Time	Change in Cost	Change in Travel Time	Change in Cost	Change in Travel Time	Change in Cost	Change in Travel Time	Change in Cost	Change in Travel Time	Change in Cost
Sally	Drive	Oregon City to Swan Island	2.0	\$2.50	4.0	\$4.50	2.0	\$0.00	10.0	\$11.50	1.5	\$0.00
Ben	Transit	Gresham to Gateway	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00
Jill	Drive	Beaverton to Hillsboro	1.0	\$1.50	1.5	\$2.50	0.0	\$0.00	0.0	\$0.00	0.0	\$0.50
Jack	Drive	Vancouver to Lloyd Center	0.5	\$1.50	1.0	\$3.00	0.5	\$0.00	0.0	\$5.50	0.0	\$4.00
Martha	Transit	Inner-East Side Portland to Downtown Portland	0.5	\$0.00	0.5	\$0.00	0.5	\$0.00	0.0	\$0.00	0.5	\$0.00
Angela	Drive	Northeast Portland to Hillsboro	2.5	\$2.50	4.5	\$5.00	4.0	\$11.50	4.0	\$11.50	0.0	\$0.00
Roberto	Drive	Woodstock to Downtown Portland	1.0	\$1.00	2.0	\$1.50	2.5	\$5.50	5.0	\$5.50	1.0	\$4.00
Marcus	Transit	Tigard to PSU	0.5	\$0.00	0.5	\$0.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00
Sarah	Transit	Lake Oswego to St. Vincent's	1.0	\$0.00	2.0	\$0.00	1.5	\$0.00	1.5	\$0.00	0.5	\$0.00
Mike	Drive	Milwaukie to Wilsonville	1.5	\$2.50	3.0	\$5.00	0.0	\$0.00	0.5	\$0.00	0.0	\$0.50
Carrie	Drive	Vancouver to Downtown Portland	0.5	\$1.50	1.5	\$2.50	1.5	\$5.50	1.5	\$5.50	0.0	\$4.00

APPENDIX D.3: EXAMPLE TRIP COSTS

Additional One-Way Costs For Various Driving Trips (over 2027FC base)											
From	To	Dist. (Total)	Dist. (FWY)	VM T B	VM T C	COR A	COR B	PARK A	PARK B	RD A	RD B
Troutdale Airport	Hillsboro Intel Campus	31.4	29	\$ 2.15	\$ 4.14	\$ -	\$ -	\$ -	\$ -	\$ 3.83	\$ 7.66
Portland Airport	Bridgeport Village	22.3	20	\$ 1.53	\$ 2.94	\$ -	\$ -	\$ -	\$ -	\$ 2.64	\$ 5.28
Downtown Beaverton	Oregon City	18.6	18	\$ 1.27	\$ 2.46	\$ -	\$ -	\$ -	\$ 4.46	\$ 2.38	\$ 4.75
Clackamas Town Center	Gateway	7.7	7	\$ 0.53	\$ 1.02	\$ -	\$ -	\$ 0.40	\$ 2.03	\$ 0.92	\$ 1.85
Gateway	Montgomery Park	9.4	9	\$ 0.64	\$ 1.24	\$ -	\$ -	\$ -	\$ -	\$ 1.19	\$ 2.38
Adidas Headquarters	Nike Headquarters	12.2	10	\$ 0.84	\$ 1.61	\$ -	\$ -	\$ -	\$ -	\$ 1.32	\$ 2.64
Downtown Gresham	Lloyd District	14.8	12	\$ 1.01	\$ 1.95	\$ -	\$ 5.63	\$ 3.97	\$16.13	\$ 1.58	\$ 3.17

*For RD A and RD B, trips are assumed to utilize the throughway.

*For COR A and COR B, trips not ending in downtown Portland are assumed to remain on the throughways.

Additional Round-Trip Costs For Various Driving Trips (over 2027FC base)												
From	To	Dist. (Total)	Dist. (FWY)	VM T B	VM T C	COR A	COR B	PARK A	PARK B	RD A	RD B	Base Total
Troutdale Airport	Hillsboro Intel Campus	62.8	58	\$ 4.30	\$ 8.29	\$ -	\$ -	\$ -	\$ -	\$ 7.66	\$15.31	\$ 13.25
Portland Airport	Bridgeport Village	44.6	40	\$ 3.06	\$ 5.89	\$ -	\$ -	\$ -	\$ -	\$ 5.28	\$10.56	\$ 9.41
Downtown Beaverton	Oregon City	37.2	36	\$ 2.55	\$ 4.91	\$ -	\$ -	\$ -	\$ 4.46	\$ 4.75	\$ 9.50	\$ 9.95
Clackamas Town Center	Gateway	15.4	14	\$ 1.05	\$ 2.03	\$ -	\$ -	\$ 0.40	\$ 2.03	\$ 1.85	\$ 3.70	\$ 4.48
Gateway	Montgomery Park	18.8	18	\$ 1.29	\$ 2.48	\$ -	\$ -	\$ -	\$ -	\$ 2.38	\$ 4.75	\$ 3.97
Adidas Headquarters	Nike Headquarters	24.4	20	\$ 1.67	\$ 3.22	\$ -	\$ -	\$ -	\$ -	\$ 2.64	\$ 5.28	\$ 5.15
Downtown Gresham	Lloyd District	29.6	24	\$ 2.03	\$ 3.91	\$ -	\$ 5.63	\$ 3.97	\$16.13	\$ 3.17	\$ 6.34	\$ 14.44

*For RD A and RD B, trips are assumed to utilize the throughway.

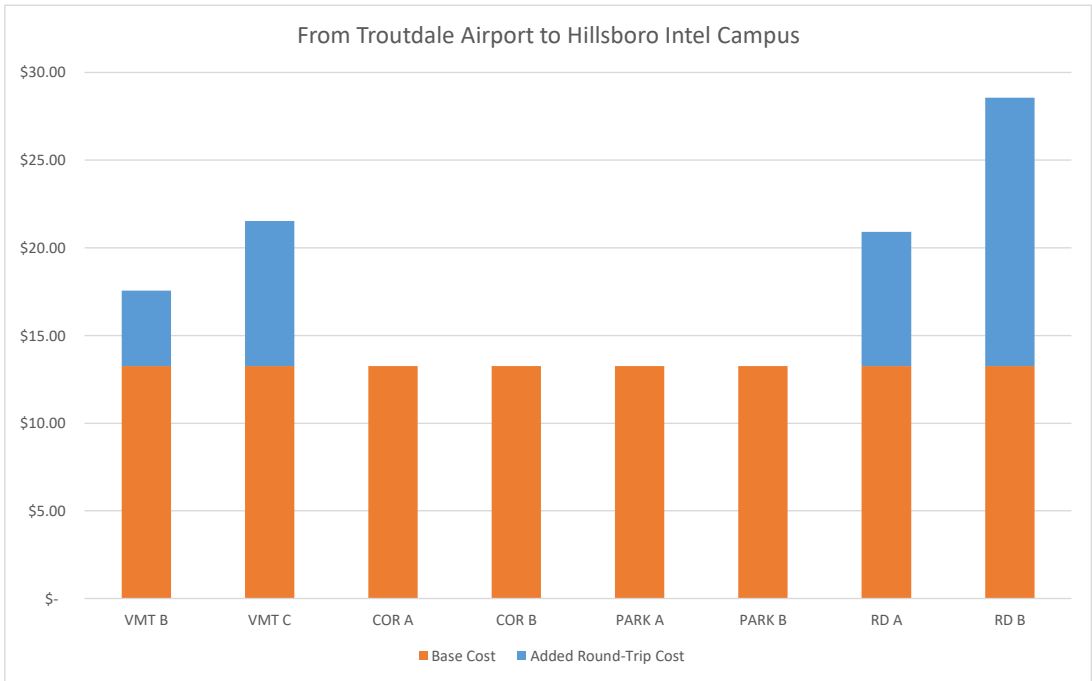
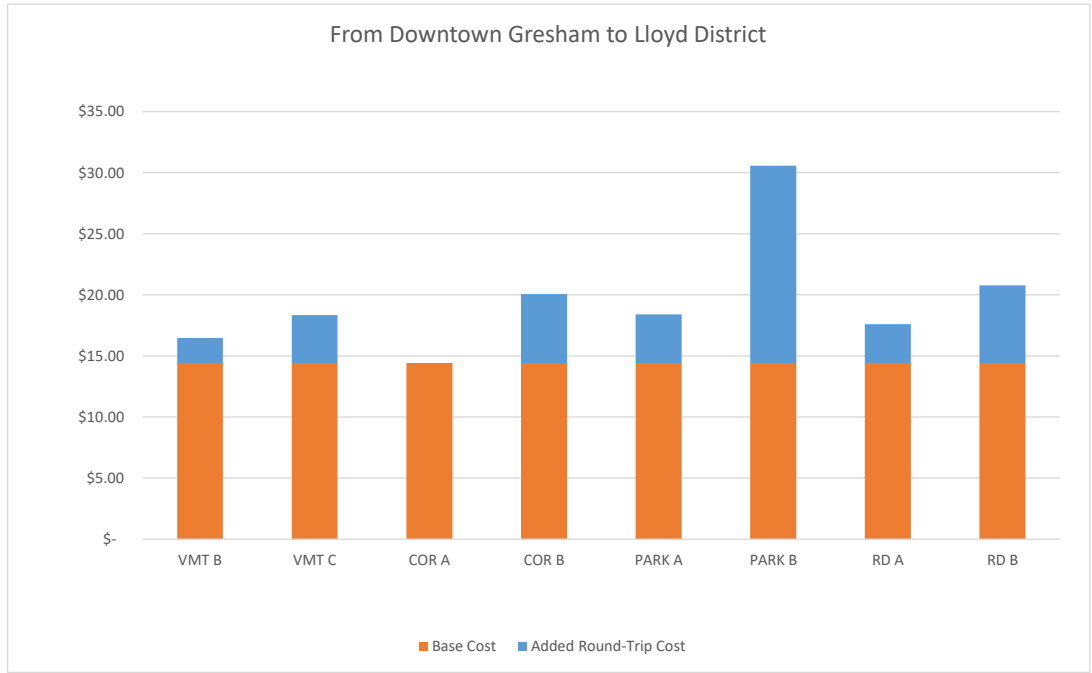
*For COR A and COR B, trips not ending in downtown Portland are assumed to remain on the throughways.

Total Round-Trip Costs For Various Driving Trips (over 2027FC base)												
From	To	Dist. (Total)	Dist. (FWY)	VM T B	VM T C	COR A	COR B	PARK A	PARK B	RD A	RD B	Base Total
Troutdale Airport	Hillsboro Intel Campus	31.4	29	\$17.55	\$21.54	\$13.25	\$13.25	\$13.25	\$13.25	\$20.91	\$28.56	\$ 13.25
Portland Airport	Bridgeport Village	22.3	20	\$12.47	\$15.30	\$ 9.41	\$ 9.41	\$ 9.41	\$ 9.41	\$14.69	\$19.97	\$ 9.41
Downtown Beaverton	Oregon City	18.6	18	\$12.50	\$14.86	\$ 9.95	\$ 9.95	\$ 9.95	\$14.41	\$14.70	\$19.45	\$ 9.95
Clackamas Town Center	Gateway	7.7	7	\$ 5.53	\$ 6.51	\$ 4.48	\$ 4.48	\$ 4.88	\$ 6.51	\$ 6.33	\$ 8.18	\$ 4.48
Gateway	Montgomery Park	9.4	9	\$ 5.25	\$ 6.45	\$ 3.97	\$ 3.97	\$ 3.97	\$ 3.97	\$ 6.34	\$ 8.72	\$ 3.97
Adidas Headquarters	Nike Headquarters	12.2	10	\$ 6.82	\$ 8.37	\$ 5.15	\$ 5.15	\$ 5.15	\$ 5.15	\$ 7.79	\$10.43	\$ 5.15
Downtown Gresham	Lloyd District	14.8	12	\$16.46	\$18.34	\$14.44	\$20.07	\$18.41	\$30.57	\$17.60	\$20.77	\$ 14.44

*For RD A and RD B, trips are assumed to utilize the throughway.

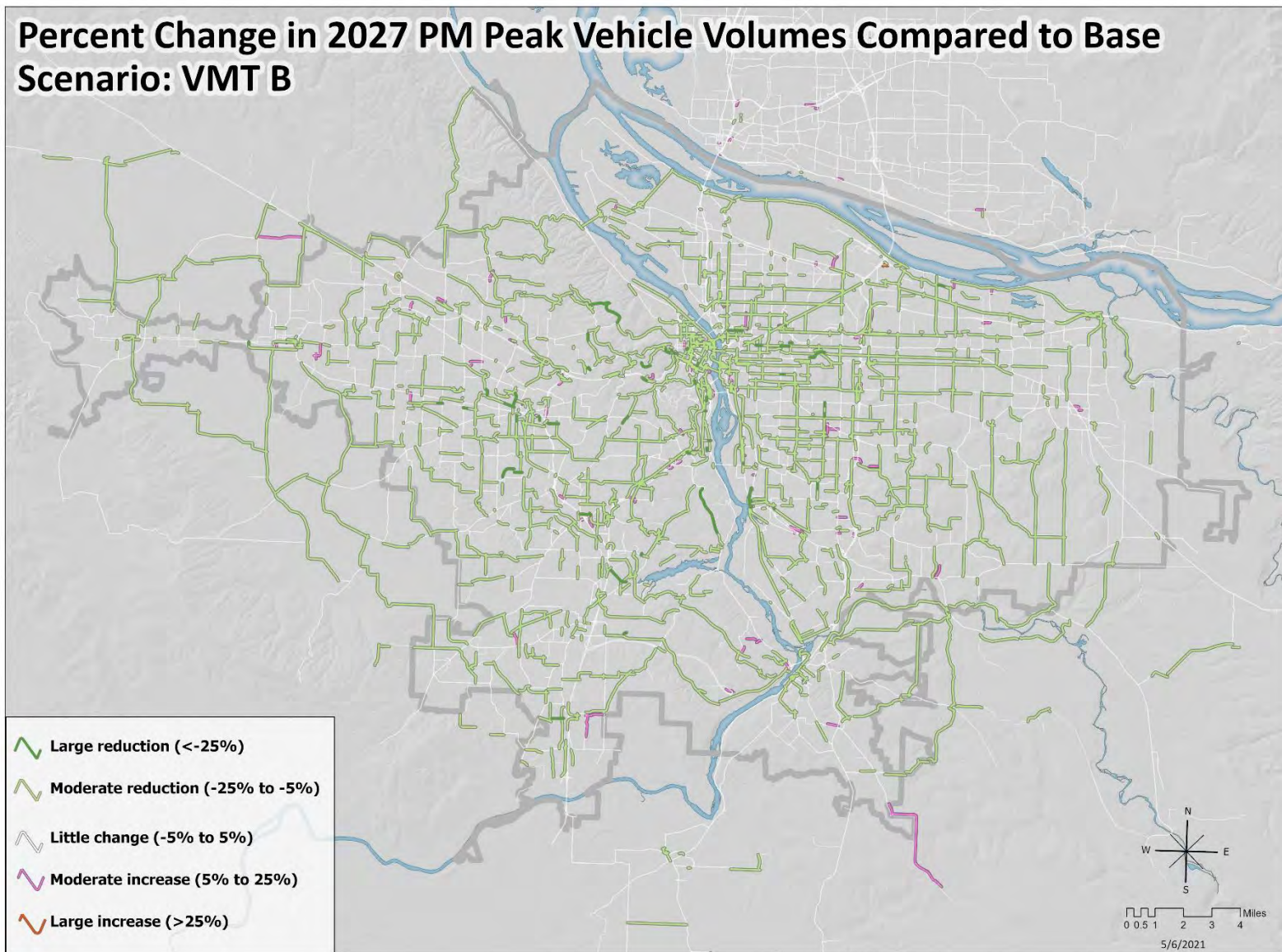
*For COR A and COR B, trips not ending in downtown Portland are assumed to remain on the throughways.

Additional Round-Trip Costs For Various Transit Trips (over 2027FC base)									
From	To	VM T B	VM T C	COR A	COR B	PARK A	PARK B	RD A	RD B
Troutdale Airport	Hillsboro Intel Campus	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Portland Airport	Bridgeport Village	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Downtown Beaverton	Oregon City	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Clackamas Town Center	Gateway	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gateway	Montgomery Park	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Adidas Headquarters	Nike Headquarters	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Downtown Gresham	Lloyd District	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

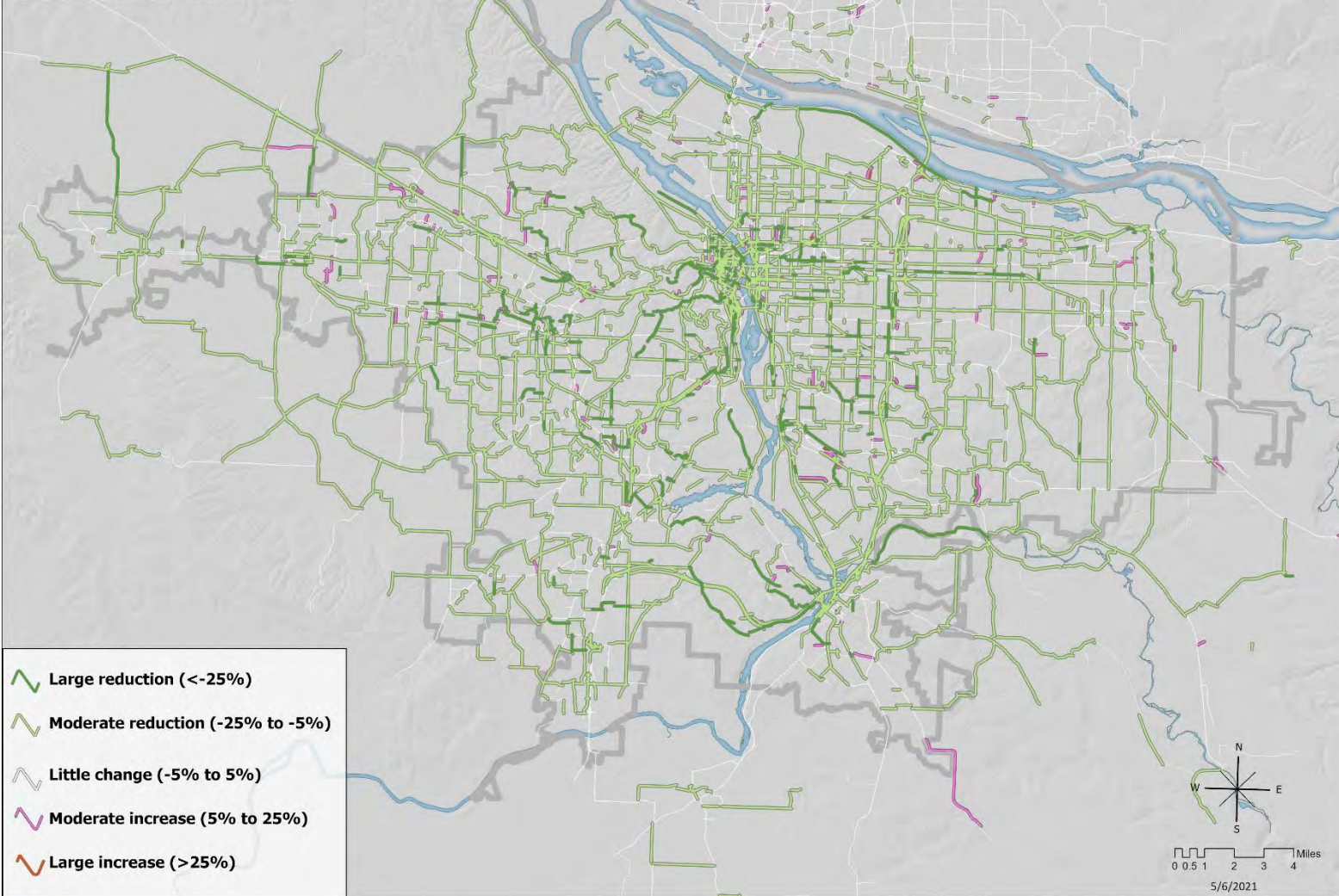


APPENDIX D.4: CHANGE IN VEHICLE VOLUMES MAPS

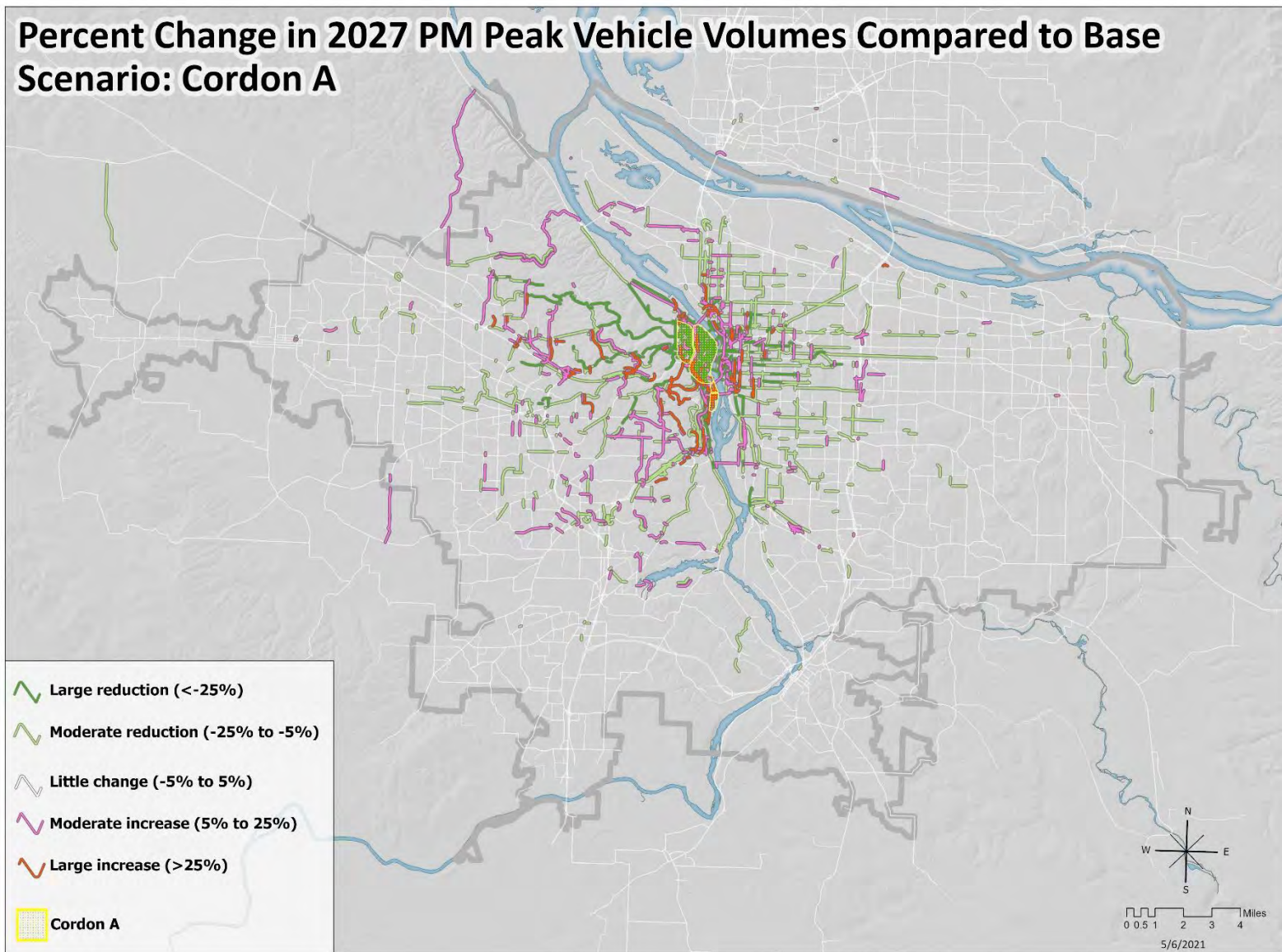
Percent Change in 2027 PM Peak Vehicle Volumes Compared to Base Scenario: VMT B



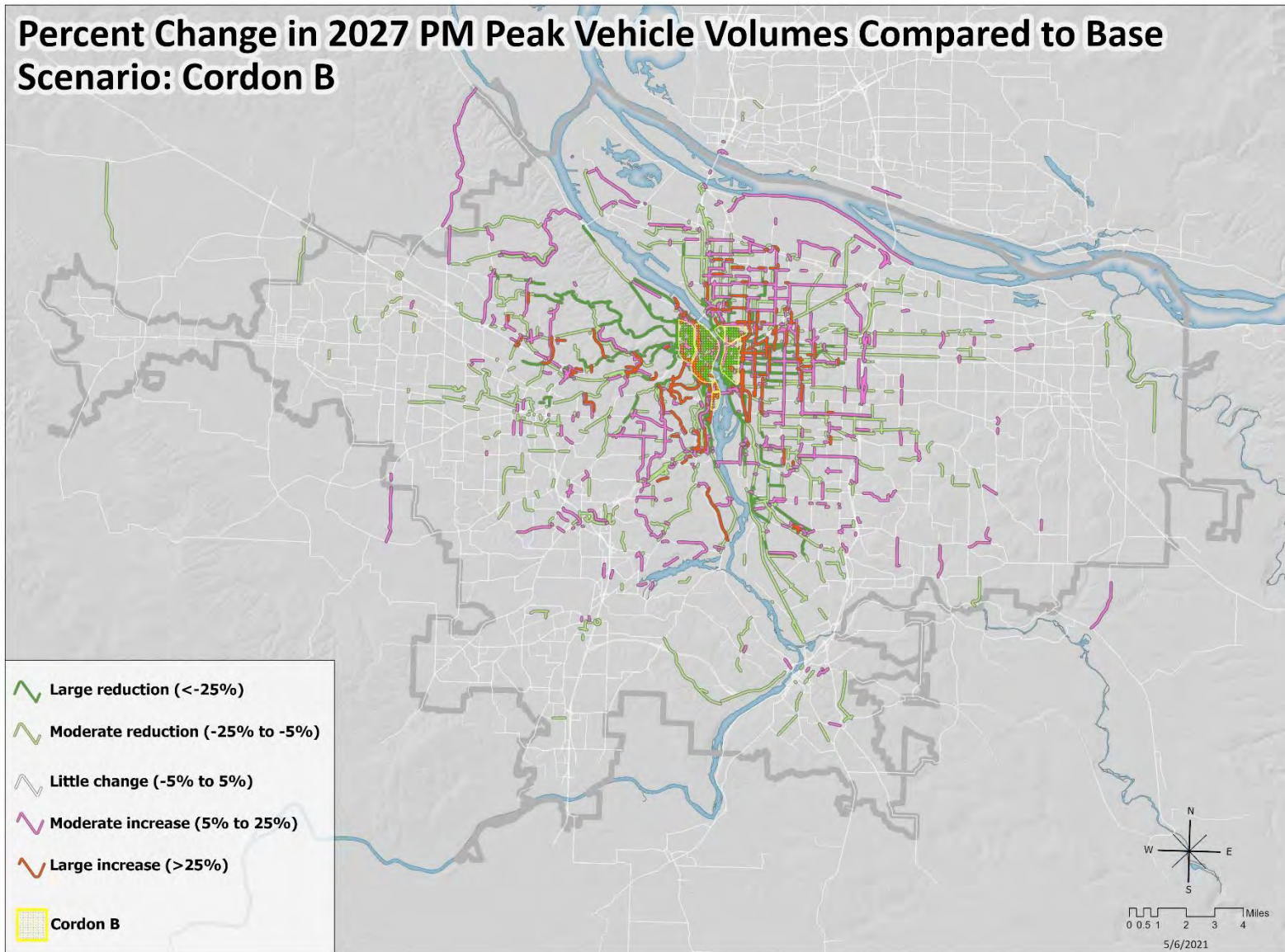
Percent Change in 2027 PM Peak Vehicle Volumes Compared to Base Scenario: VMT C



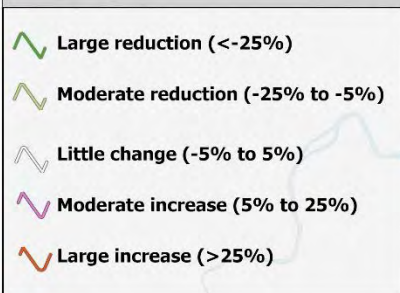
Percent Change in 2027 PM Peak Vehicle Volumes Compared to Base Scenario: Cordon A



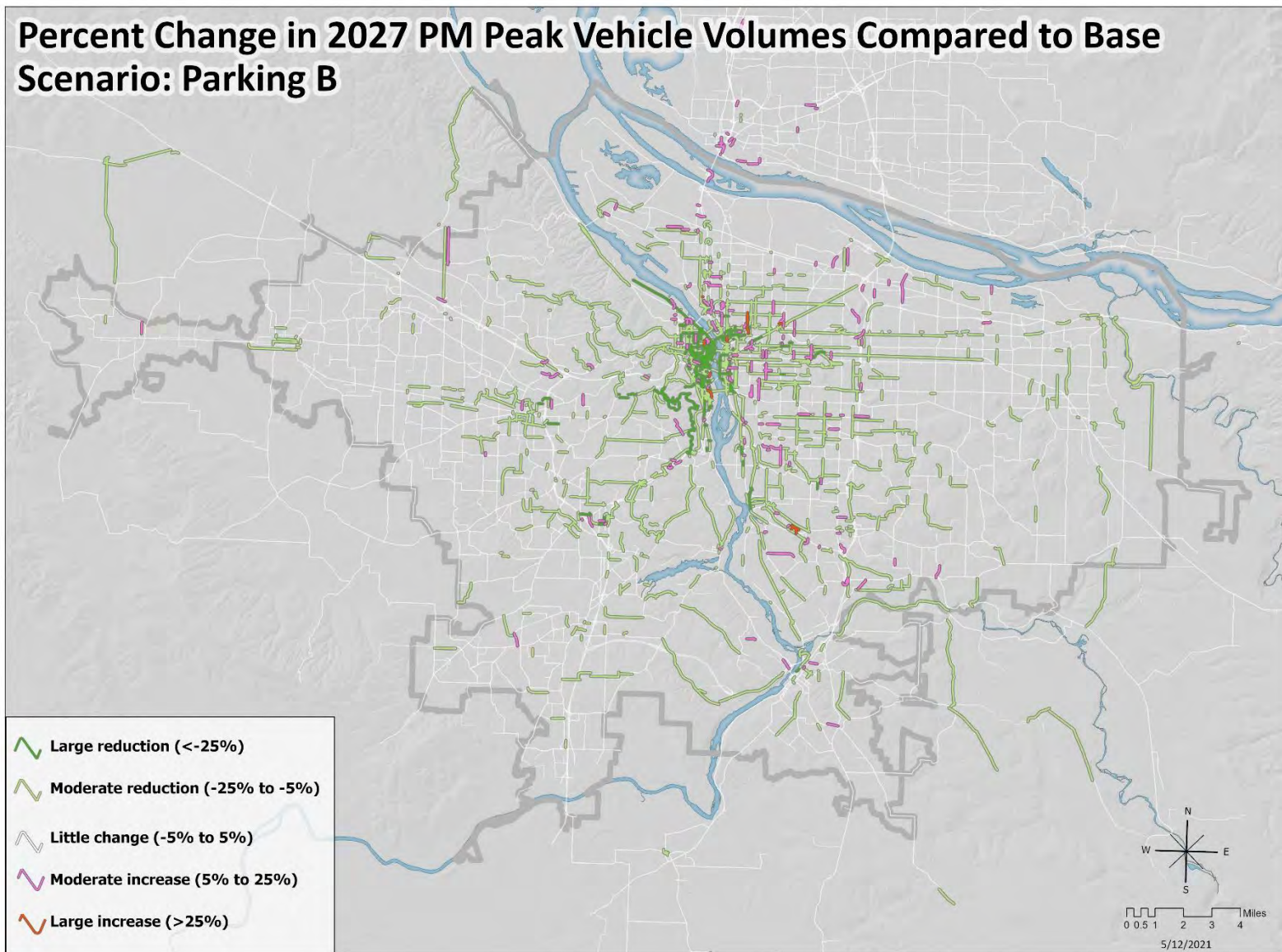
Percent Change in 2027 PM Peak Vehicle Volumes Compared to Base Scenario: Cordon B



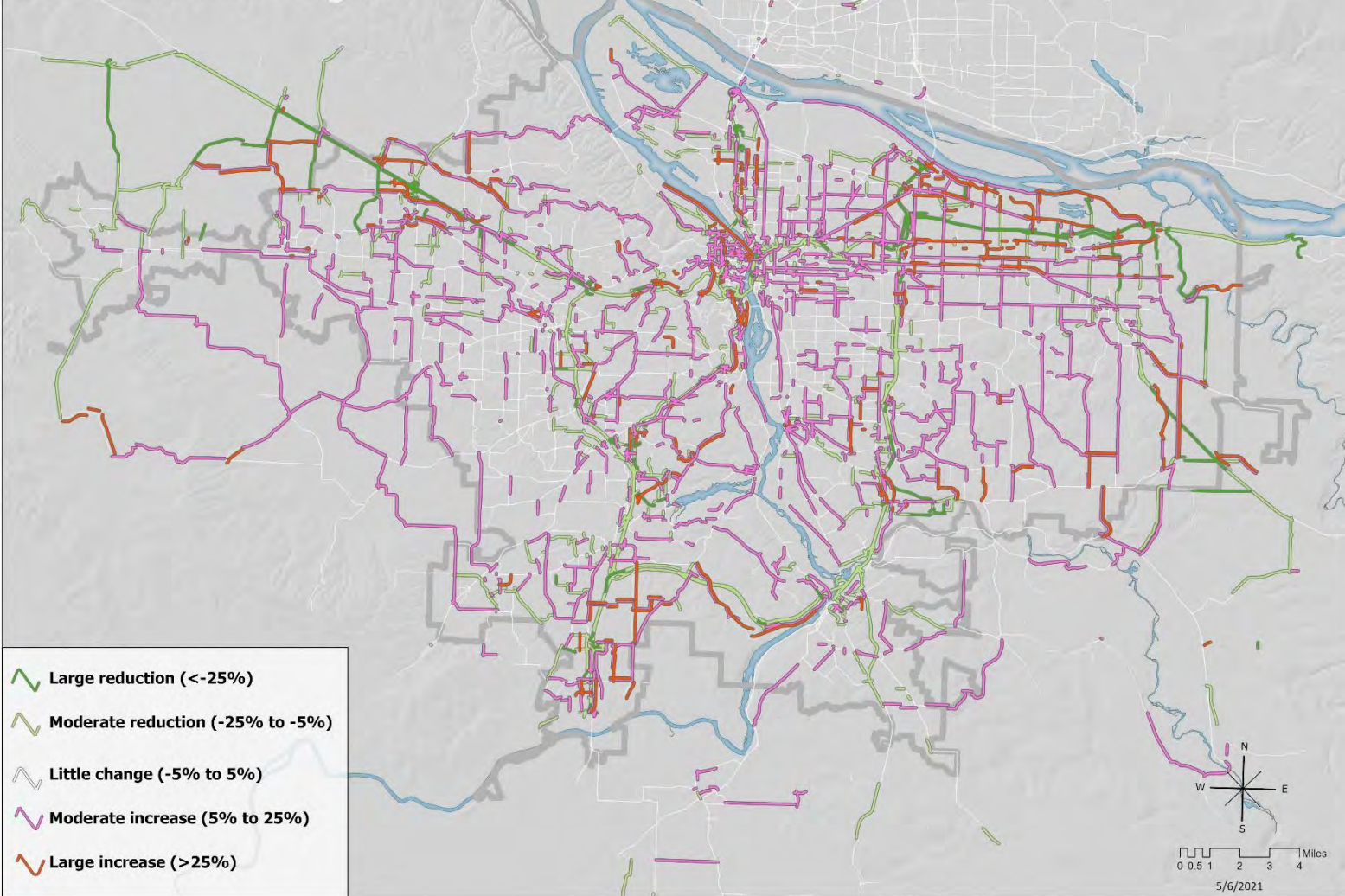
Percent Change in 2027 PM Peak Vehicle Volumes Compared to Base Scenario: Parking A



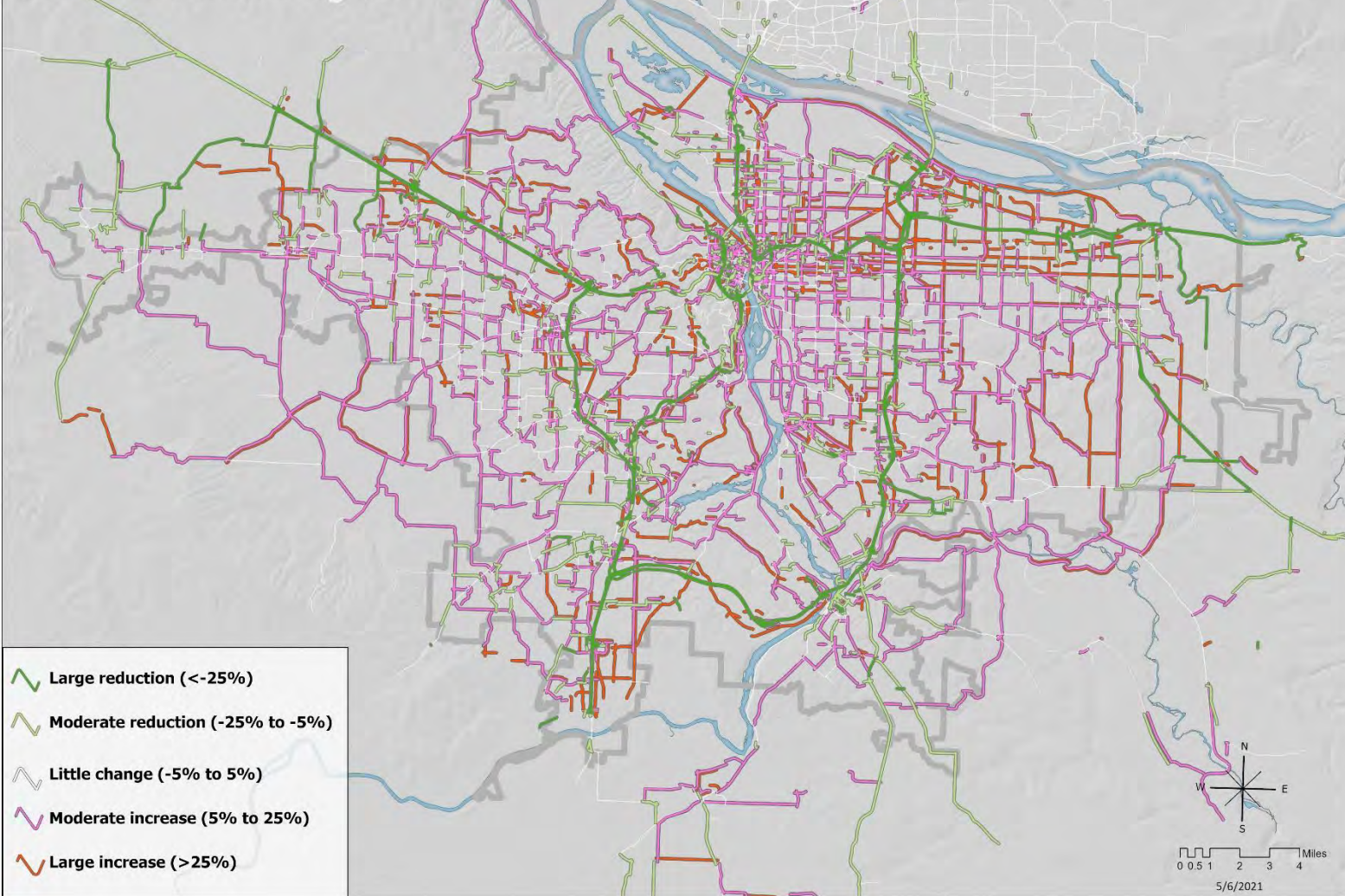
Percent Change in 2027 PM Peak Vehicle Volumes Compared to Base Scenario: Parking B



Percent Change in 2027 PM Peak Vehicle Volumes Compared to Base Scenario: Roadway A

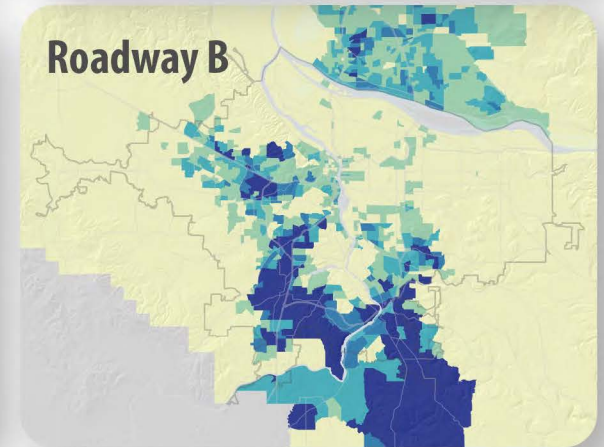
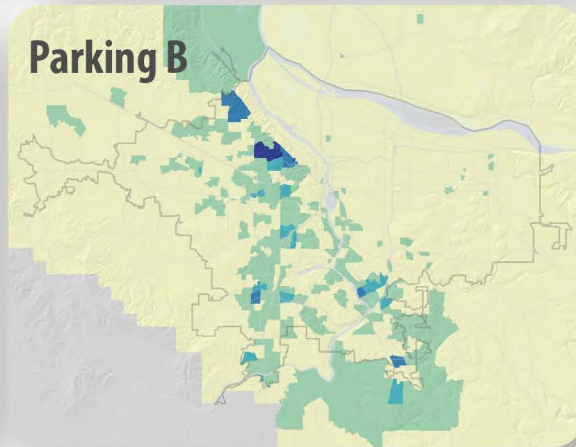
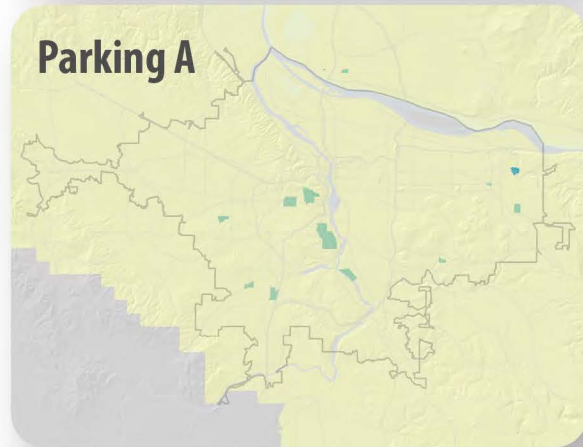
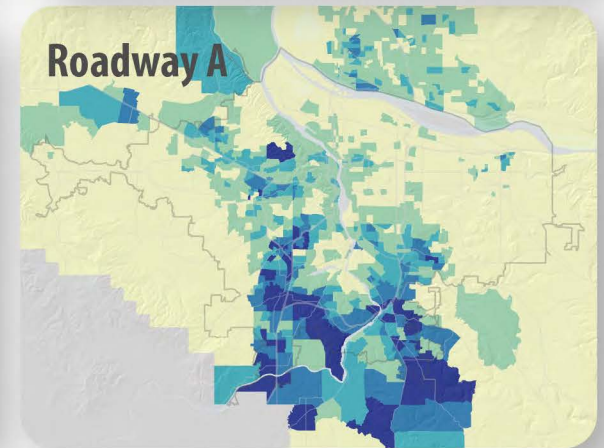
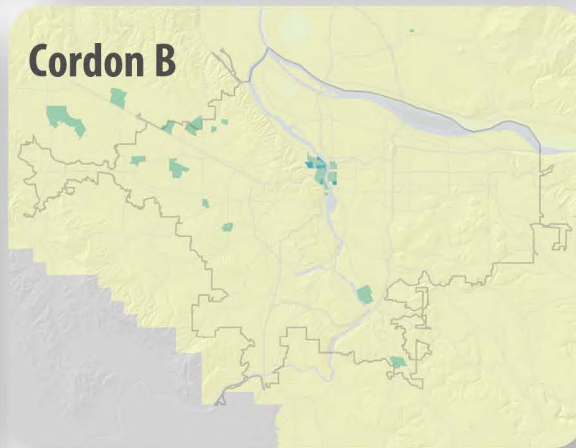
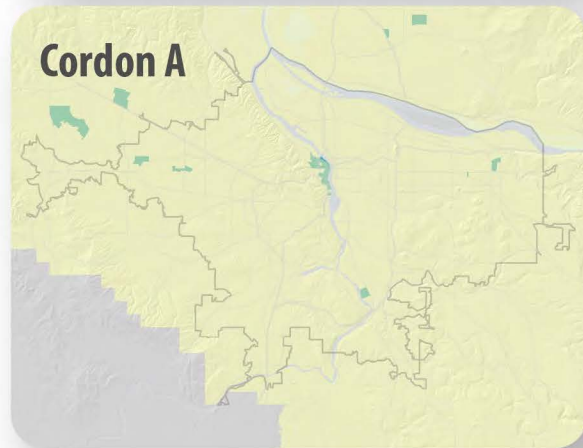
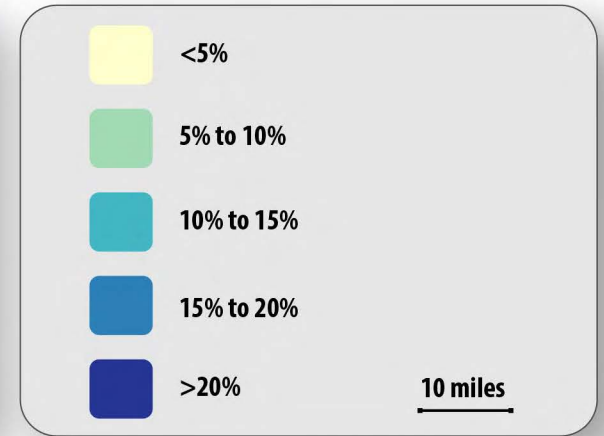
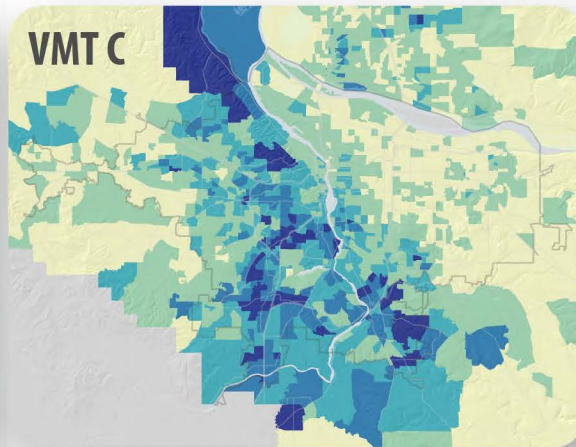
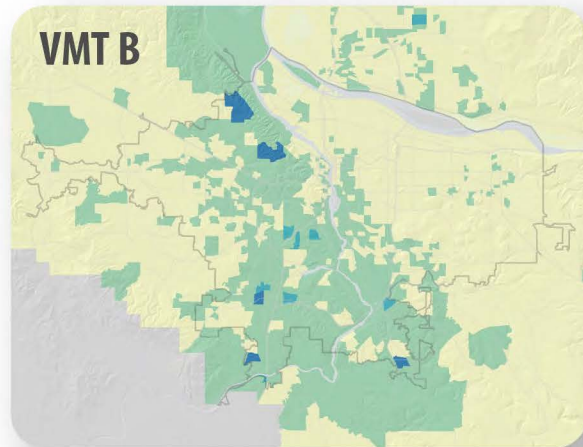


Percent Change in 2027 PM Peak Vehicle Volumes Compared to Base Scenario: Roadway B



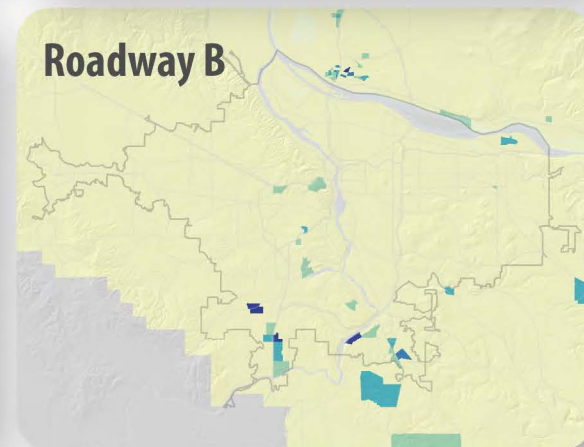
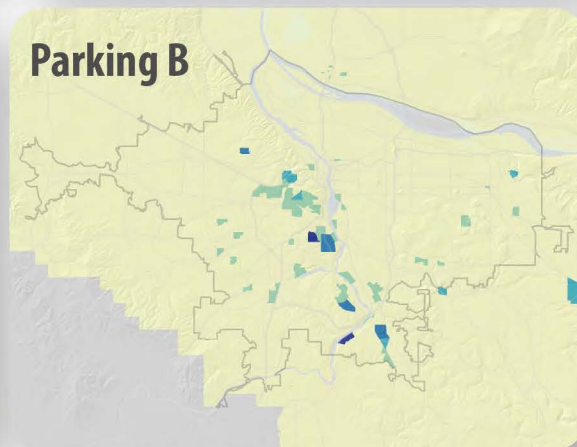
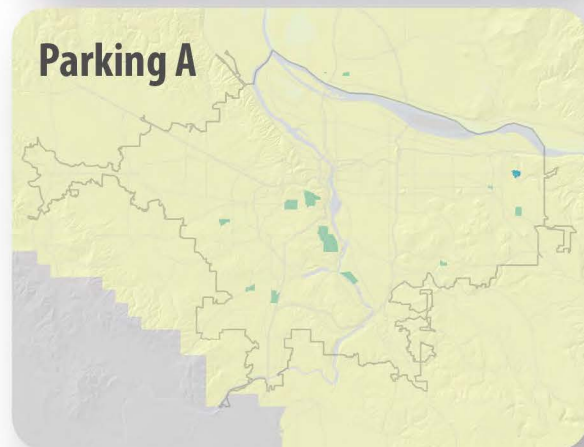
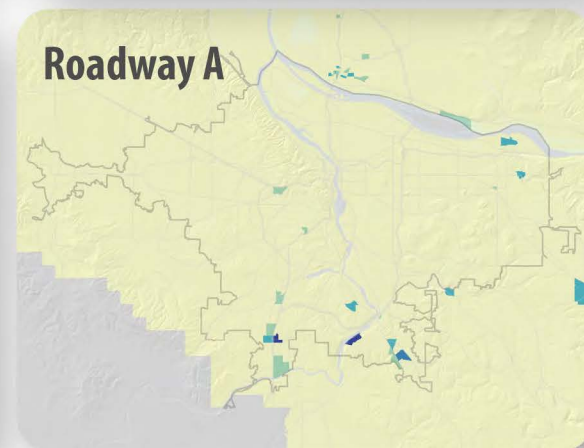
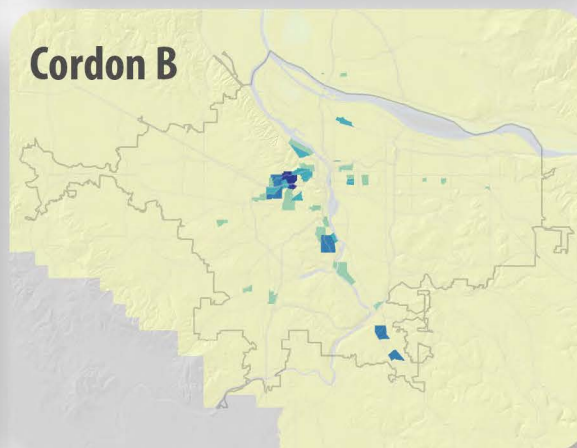
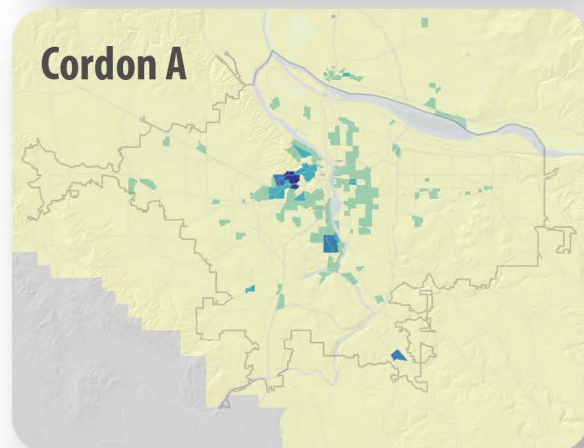
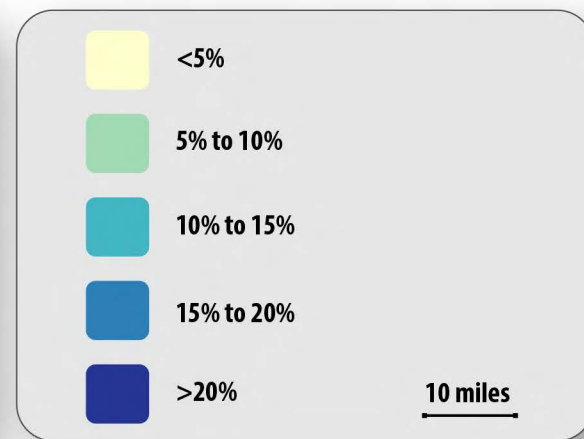
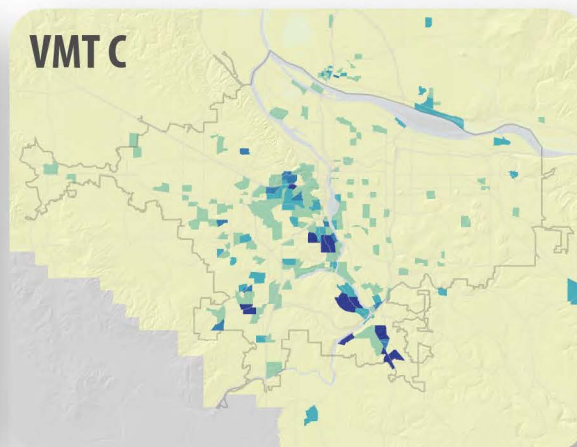
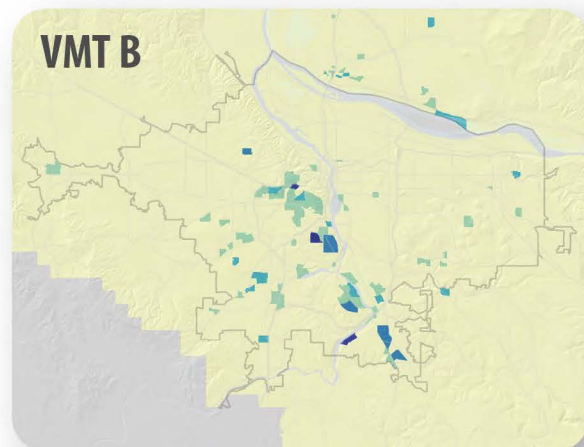
APPENDIX D.5: CHANGE IN ACCESSIBILITY TO JOBS BY AUTO MAPS

Percent Change in Access to Jobs by Auto



APPENDIX D.6: CHANGE IN ACCESSIBILITY TO JOBS BY TRANSIT MAPS

Percent Change in Access to Jobs by Transit



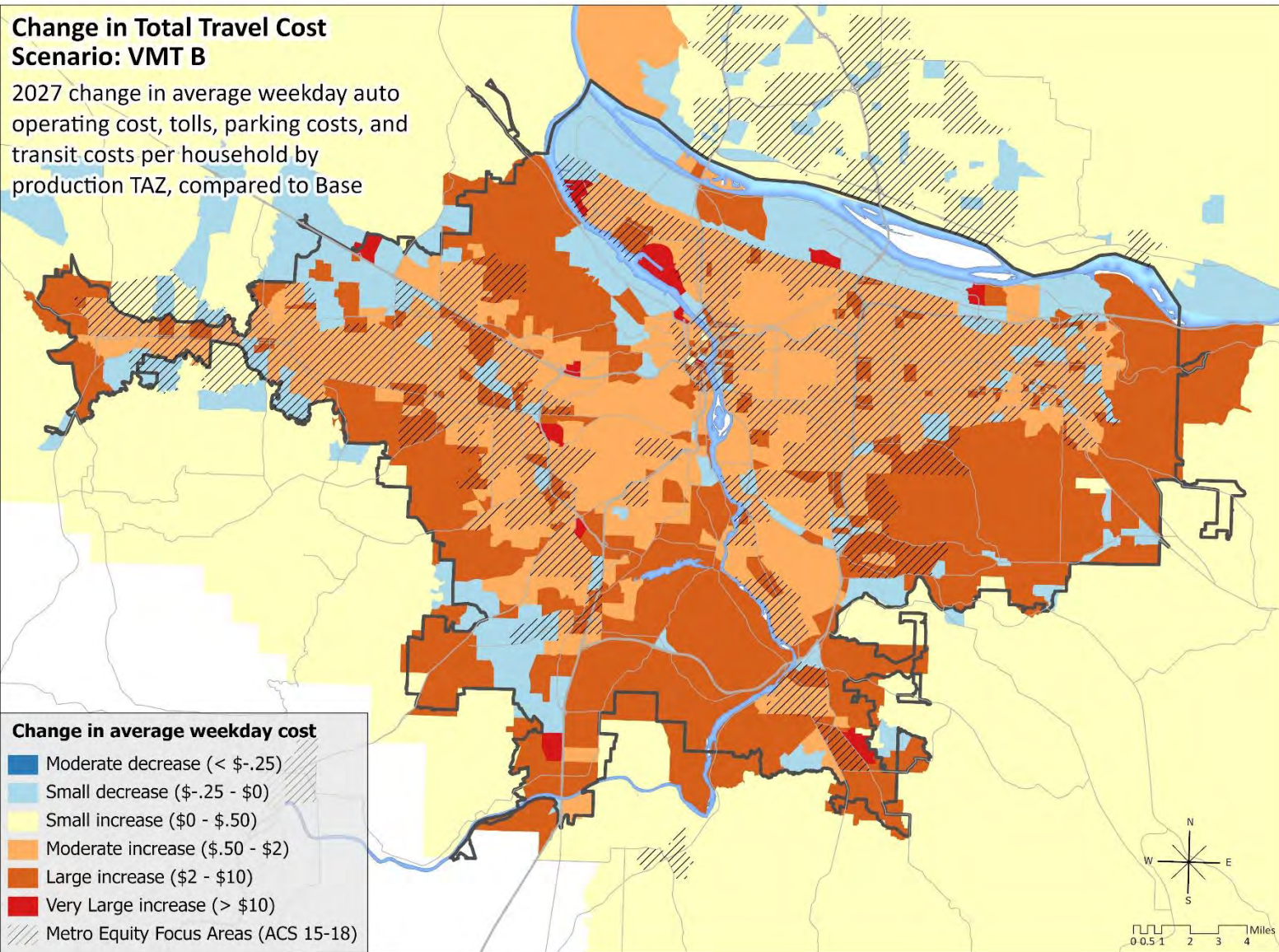
APPENDIX D.7: CHANGE IN TOTAL TRAVEL COST MAPS

Change in Total Travel Cost Scenario: VMT B

2027 change in average weekday auto operating cost, tolls, parking costs, and transit costs per household by production TAZ, compared to Base

Change in average weekday cost

- Moderate decrease ($< \$-.25$)
- Small decrease ($\$-.25 - \0)
- Small increase ($\$0 - \0.50)
- Moderate increase ($\$.50 - \2)
- Large increase ($\$2 - \10)
- Very Large increase ($> \$10$)
- Metro Equity Focus Areas (ACS 15-18)

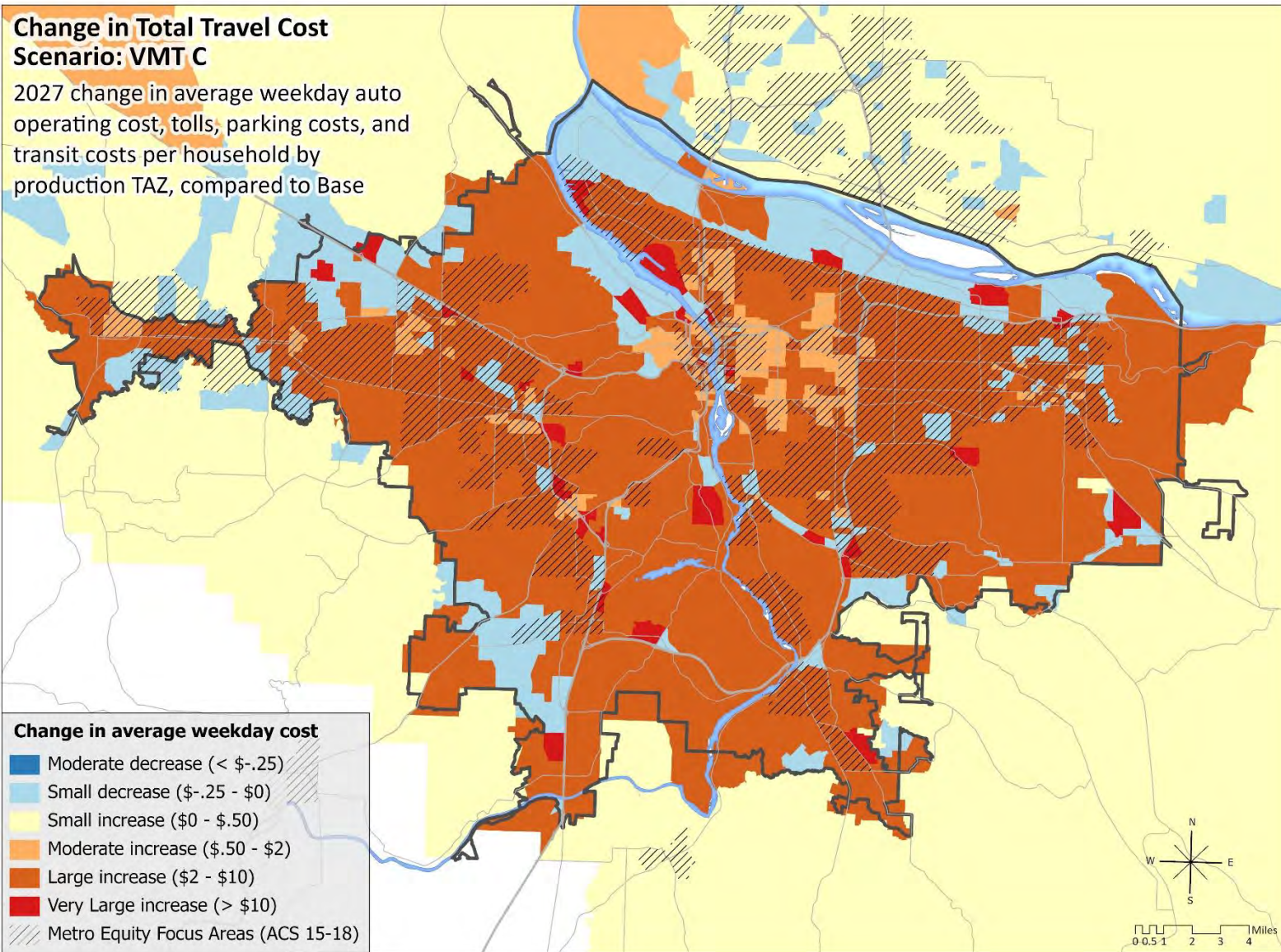


Change in Total Travel Cost Scenario: VMT C

2027 change in average weekday auto operating cost, tolls, parking costs, and transit costs per household by production TAZ, compared to Base

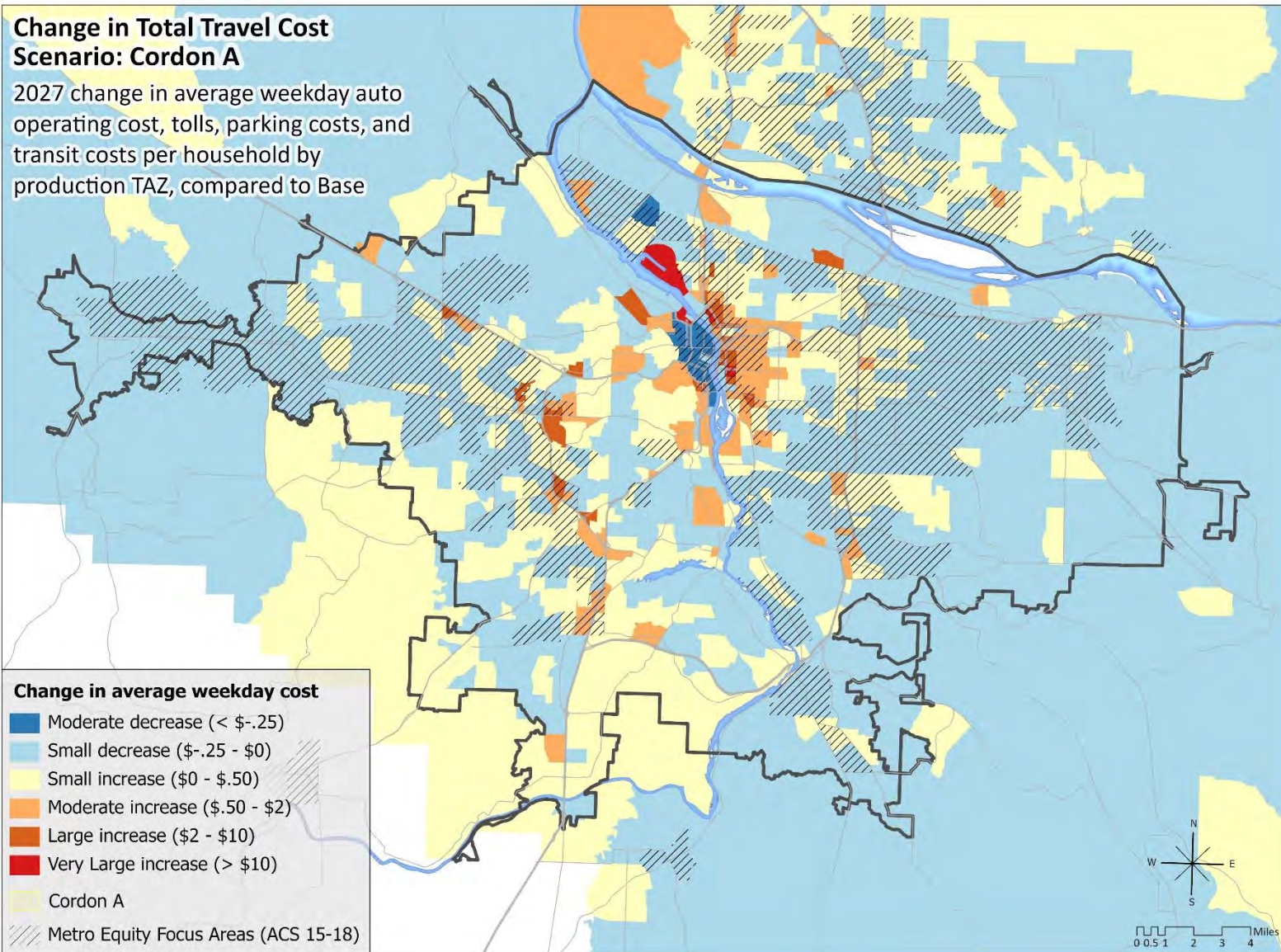
Change in average weekday cost

- Moderate decrease ($< \$-.25$)
- Small decrease ($\$-.25 - \0)
- Small increase ($\$0 - \0.50)
- Moderate increase ($\$.50 - \2)
- Large increase ($\$2 - \10)
- Very Large increase ($> \$10$)
- Metro Equity Focus Areas (ACS 15-18)



Change in Total Travel Cost Scenario: Cordon A

2027 change in average weekday auto operating cost, tolls, parking costs, and transit costs per household by production TAZ, compared to Base



Change in Total Travel Cost Scenario: Cordon B

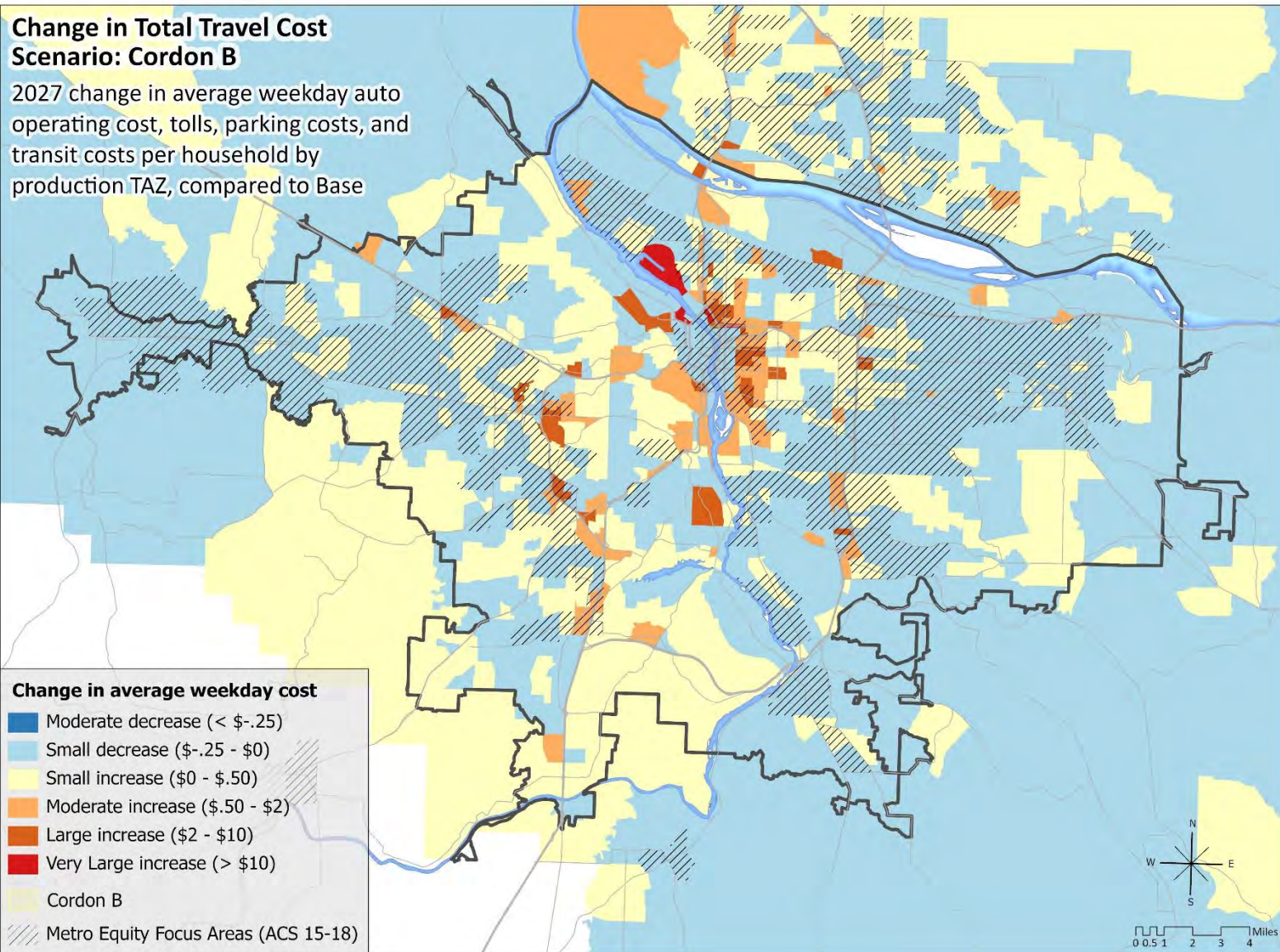
2027 change in average weekday auto operating cost, tolls, parking costs, and transit costs per household by production TAZ, compared to Base

Change in average weekday cost

- Moderate decrease ($< \$-.25$)
- Small decrease ($\$-.25 - \0)
- Small increase ($\$0 - \0.50)
- Moderate increase ($\$0.50 - \2)
- Large increase ($\$2 - \10)
- Very Large increase ($> \$10$)

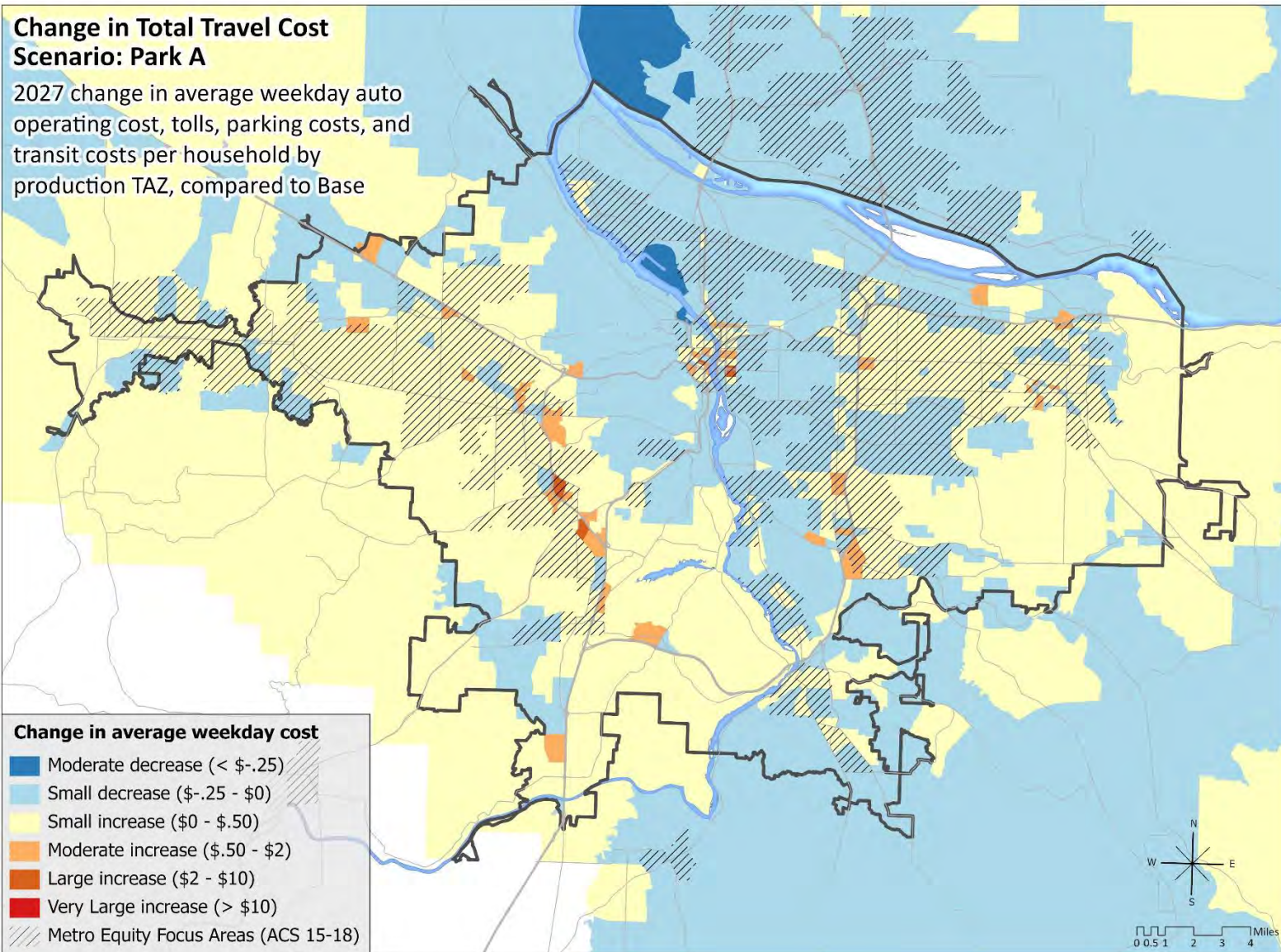
Cordon B

Metro Equity Focus Areas (ACS 15-18)



Change in Total Travel Cost Scenario: Park A

2027 change in average weekday auto operating cost, tolls, parking costs, and transit costs per household by production TAZ, compared to Base

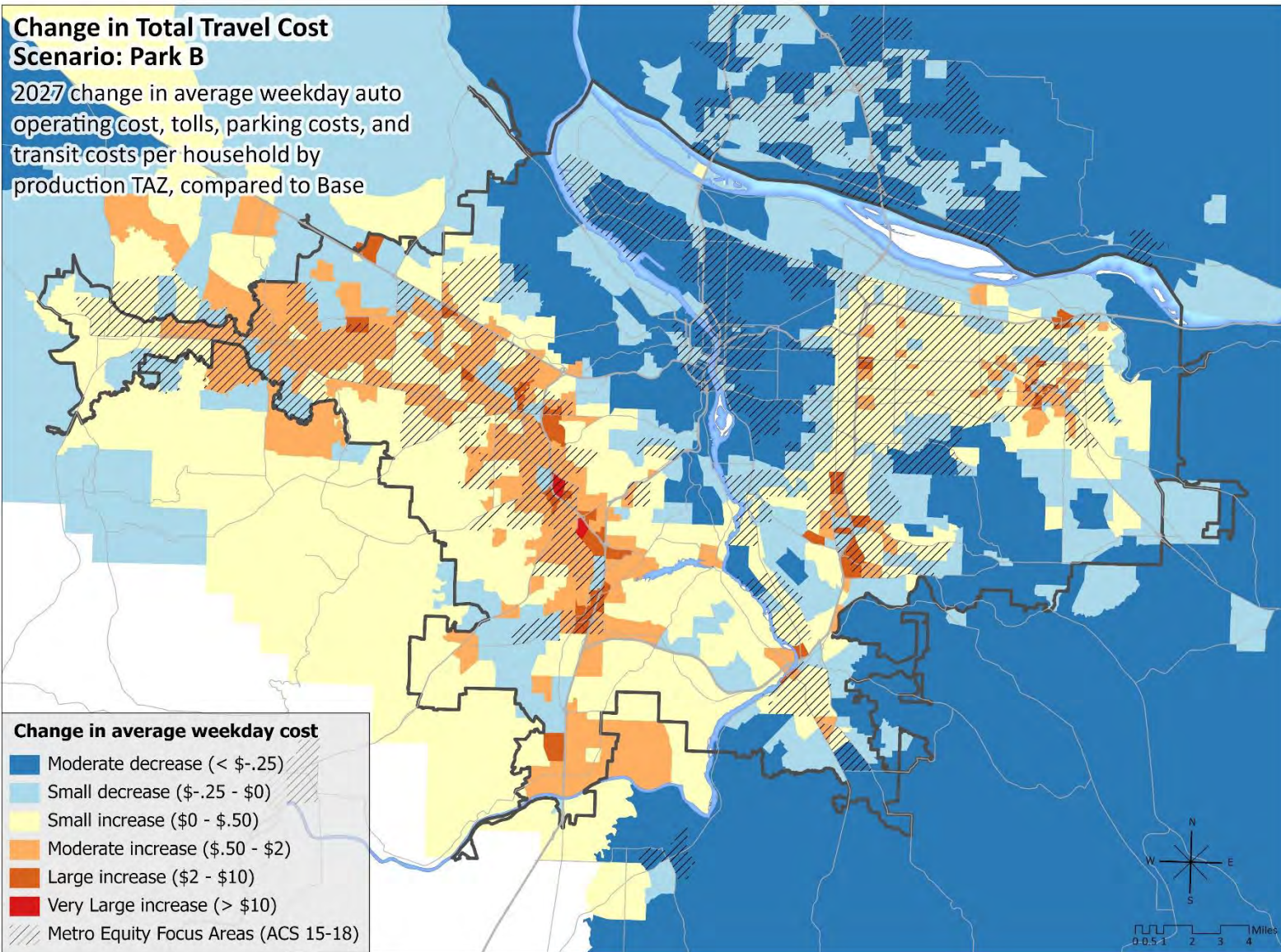


Change in Total Travel Cost Scenario: Park B

2027 change in average weekday auto operating cost, tolls, parking costs, and transit costs per household by production TAZ, compared to Base

Change in average weekday cost

- Moderate decrease ($< \$-.25$)
- Small decrease ($\$-.25 - \0)
- Small increase ($\$0 - \0.50)
- Moderate increase ($\$0.50 - \2)
- Large increase ($\$2 - \10)
- Very Large increase ($> \$10$)
- Metro Equity Focus Areas (ACS 15-18)

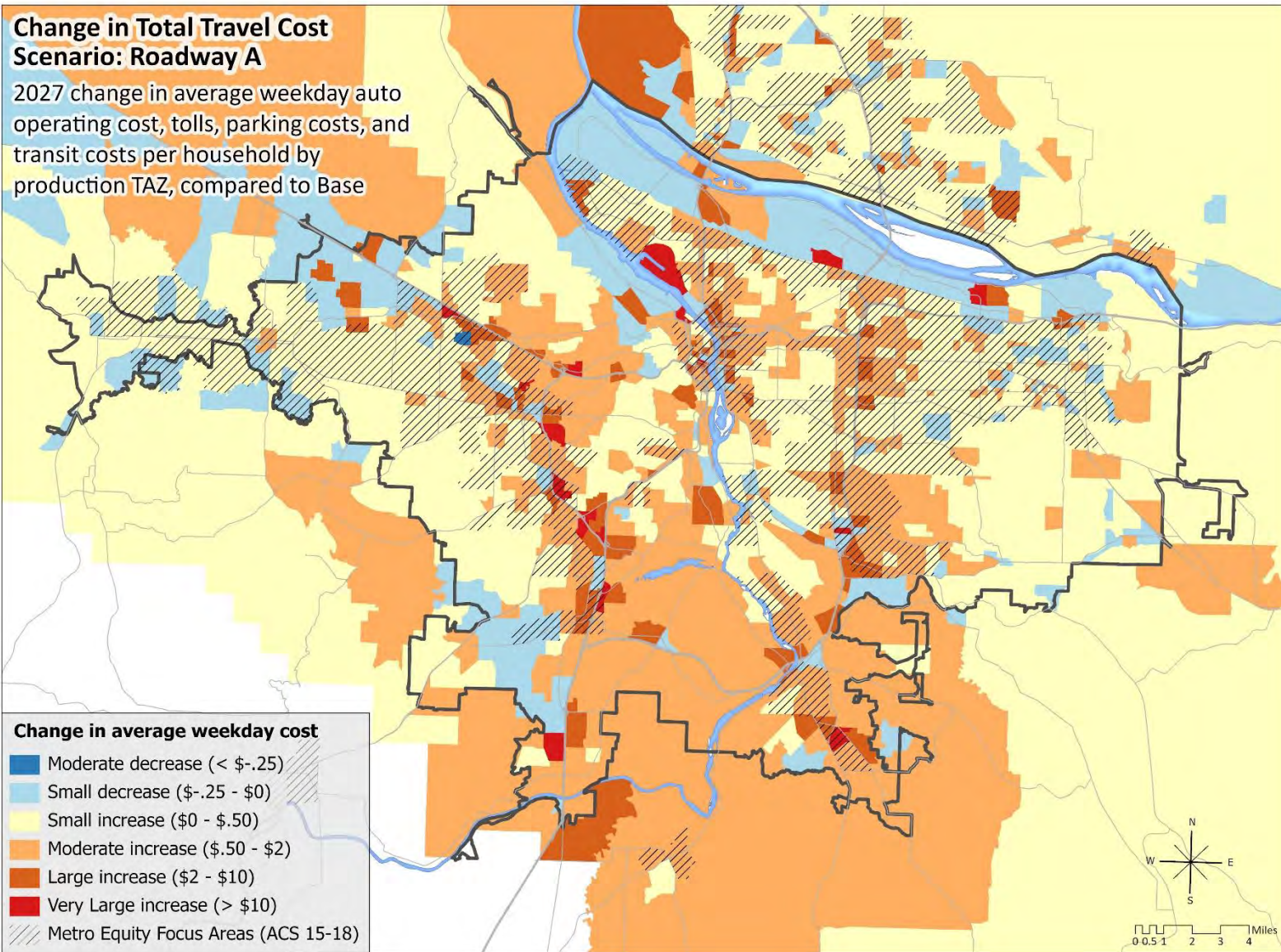


Change in Total Travel Cost Scenario: Roadway A

2027 change in average weekday auto
operating cost, tolls, parking costs, and
transit costs per household by
production TAZ, compared to Base

Change in average weekday cost

- Moderate decrease ($< \$-.25$)
- Small decrease ($\$-.25 - \0)
- Small increase ($\$0 - \0.50)
- Moderate increase ($\$0.50 - \2)
- Large increase ($\$2 - \10)
- Very Large increase ($> \$10$)
- Metro Equity Focus Areas (ACS 15-18)

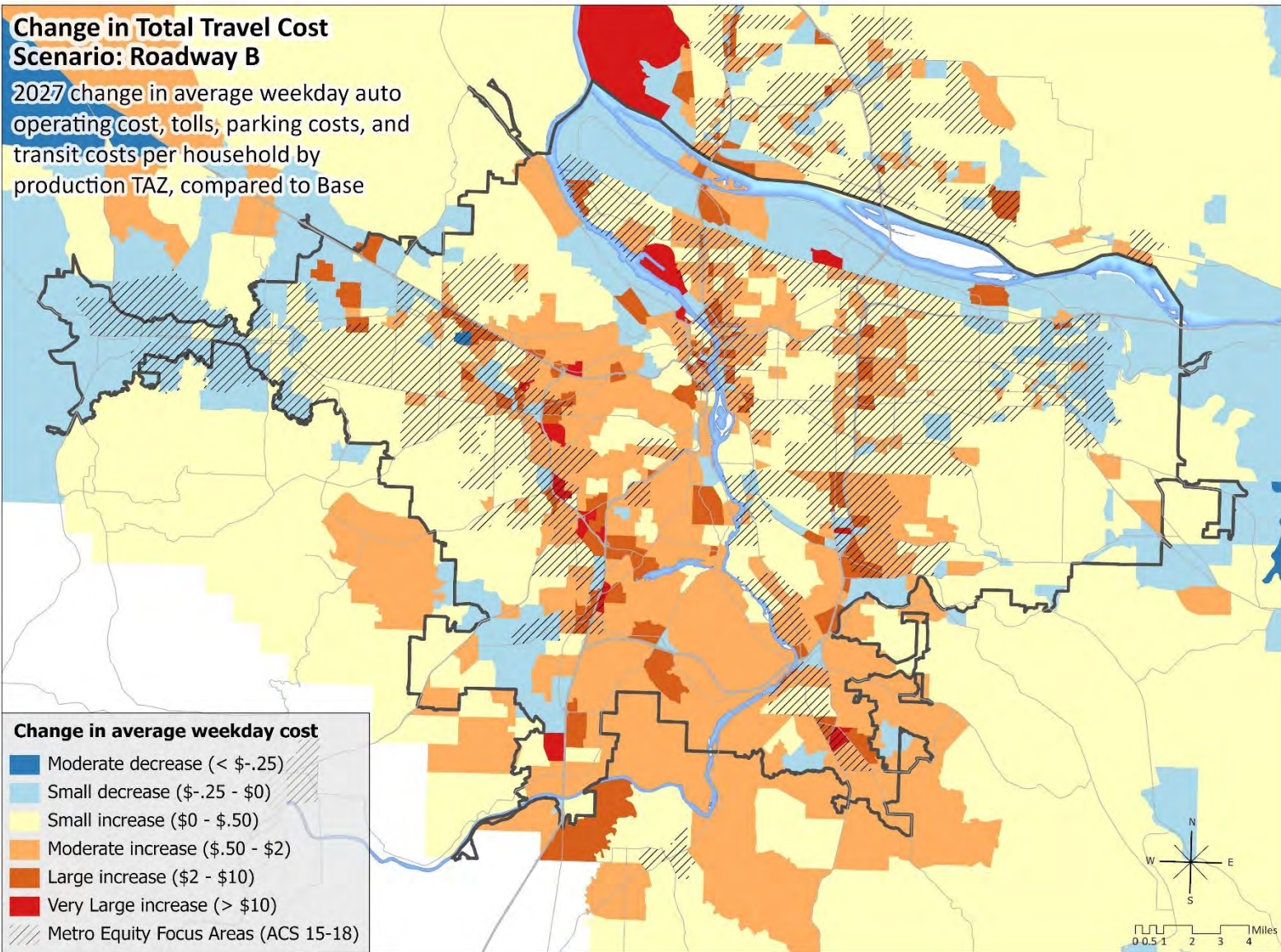


Change in Total Travel Cost Scenario: Roadway B

2027 change in average weekday auto operating cost, tolls, parking costs, and transit costs per household by production TAZ, compared to Base

Change in average weekday cost

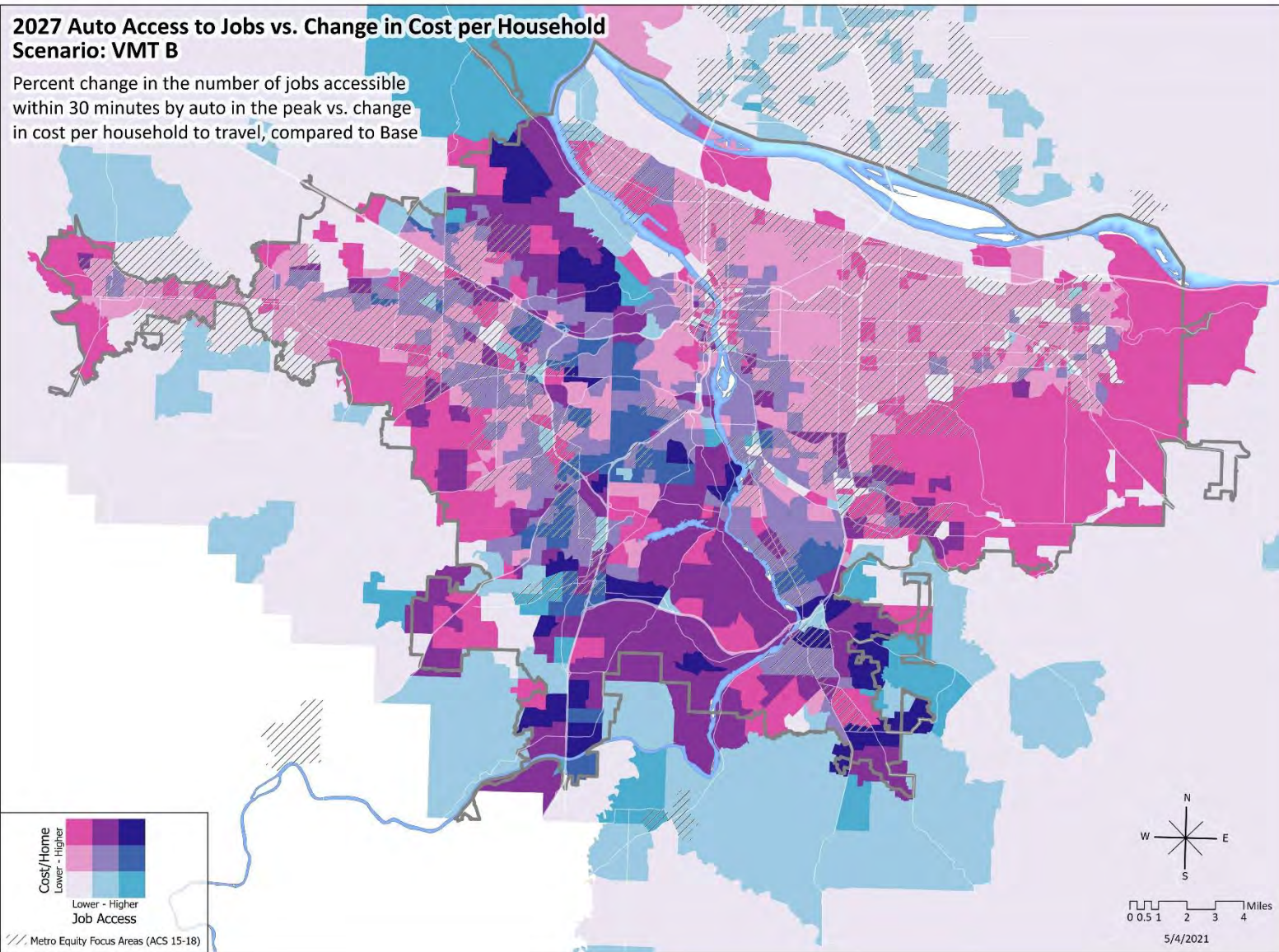
- Moderate decrease ($< \$-.25$)
- Small decrease ($\$-.25 - \0)
- Small increase ($\$0 - \0.50)
- Moderate increase ($\$0.50 - \2)
- Large increase ($\$2 - \10)
- Very Large increase ($> \$10$)
- Metro Equity Focus Areas (ACS 15-18)



APPENDIX D.8: BIVARIATE MAPS: CHANGE IN ACCESSIBILITY TO JOBS BY AUTO AND CHANGE IN TOTAL TRAVEL COST

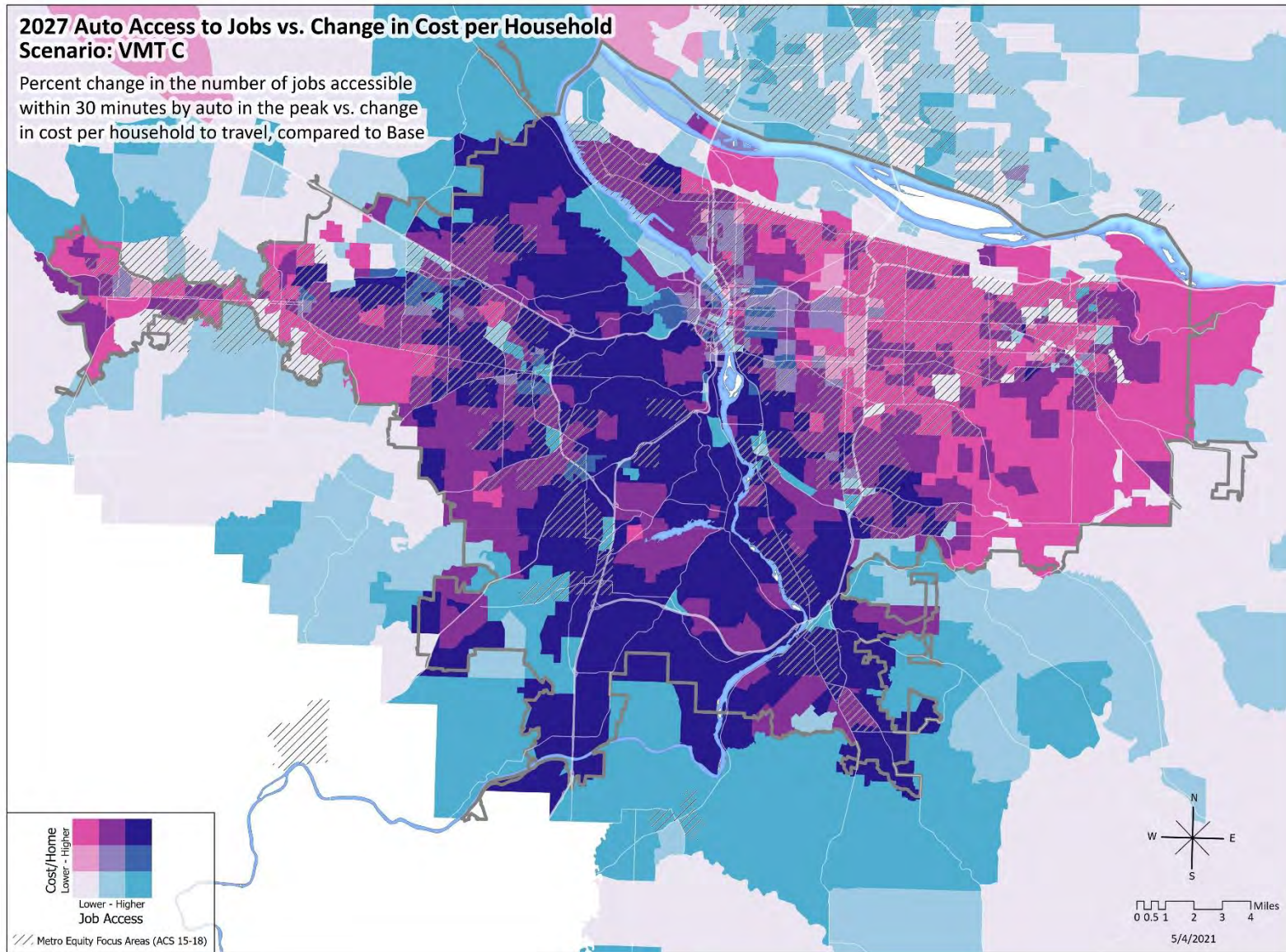
2027 Auto Access to Jobs vs. Change in Cost per Household Scenario: VMT B

Percent change in the number of jobs accessible within 30 minutes by auto in the peak vs. change in cost per household to travel, compared to Base



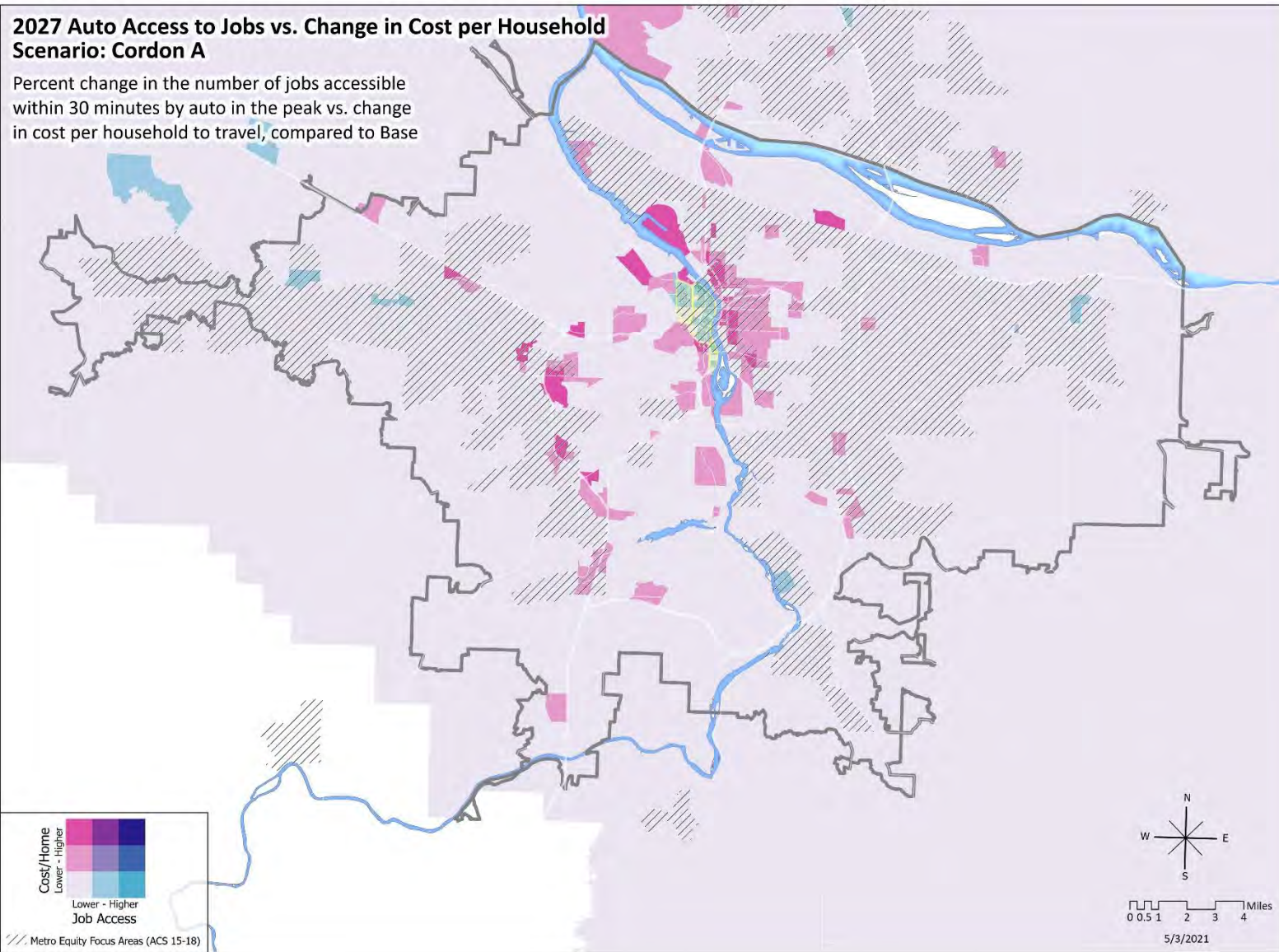
2027 Auto Access to Jobs vs. Change in Cost per Household Scenario: VMT C

Percent change in the number of jobs accessible within 30 minutes by auto in the peak vs. change in cost per household to travel, compared to Base



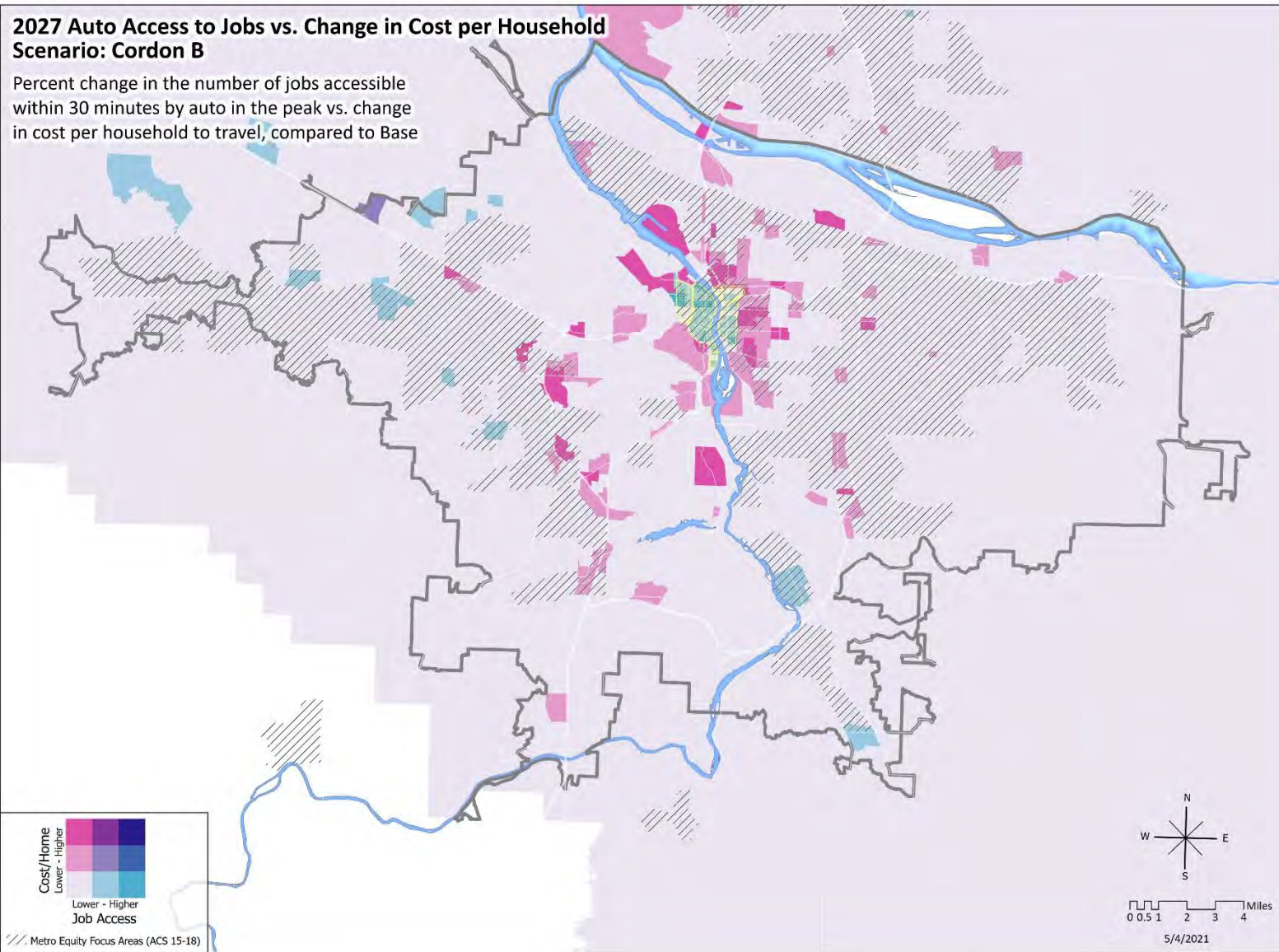
2027 Auto Access to Jobs vs. Change in Cost per Household Scenario: Cordon A

Percent change in the number of jobs accessible within 30 minutes by auto in the peak vs. change in cost per household to travel, compared to Base



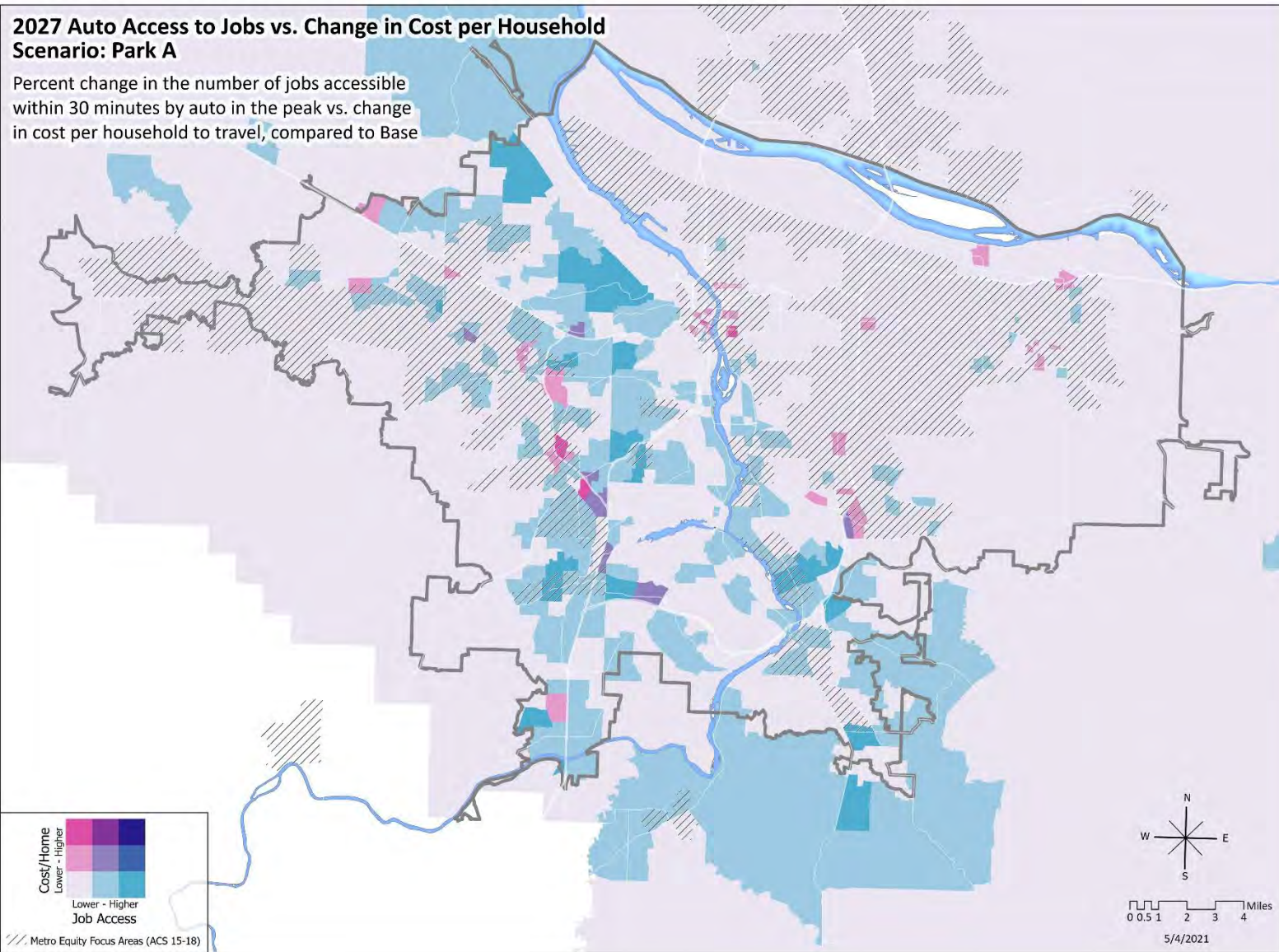
2027 Auto Access to Jobs vs. Change in Cost per Household Scenario: Cordon B

Percent change in the number of jobs accessible within 30 minutes by auto in the peak vs. change in cost per household to travel, compared to Base



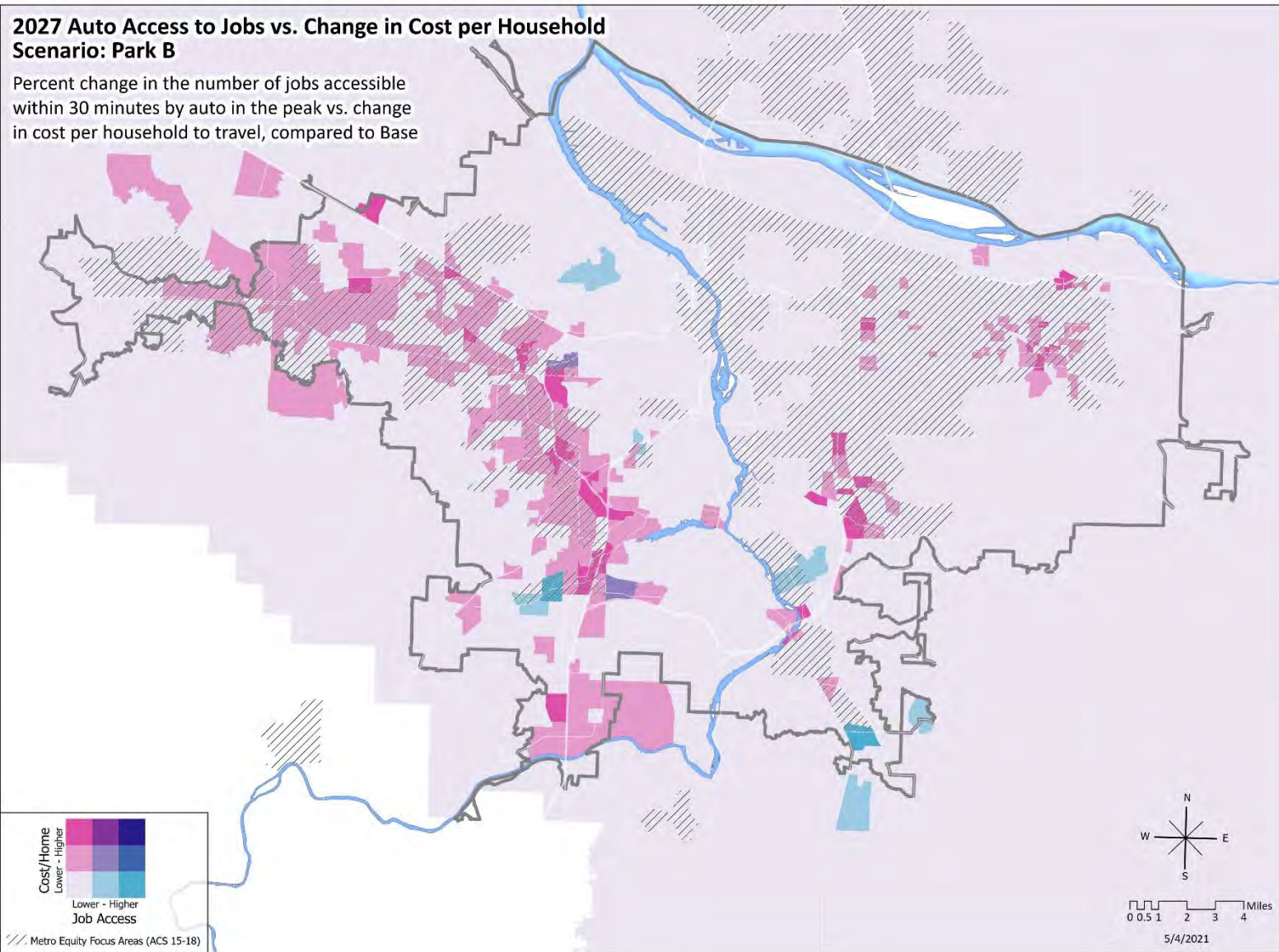
2027 Auto Access to Jobs vs. Change in Cost per Household Scenario: Park A

Percent change in the number of jobs accessible within 30 minutes by auto in the peak vs. change in cost per household to travel, compared to Base



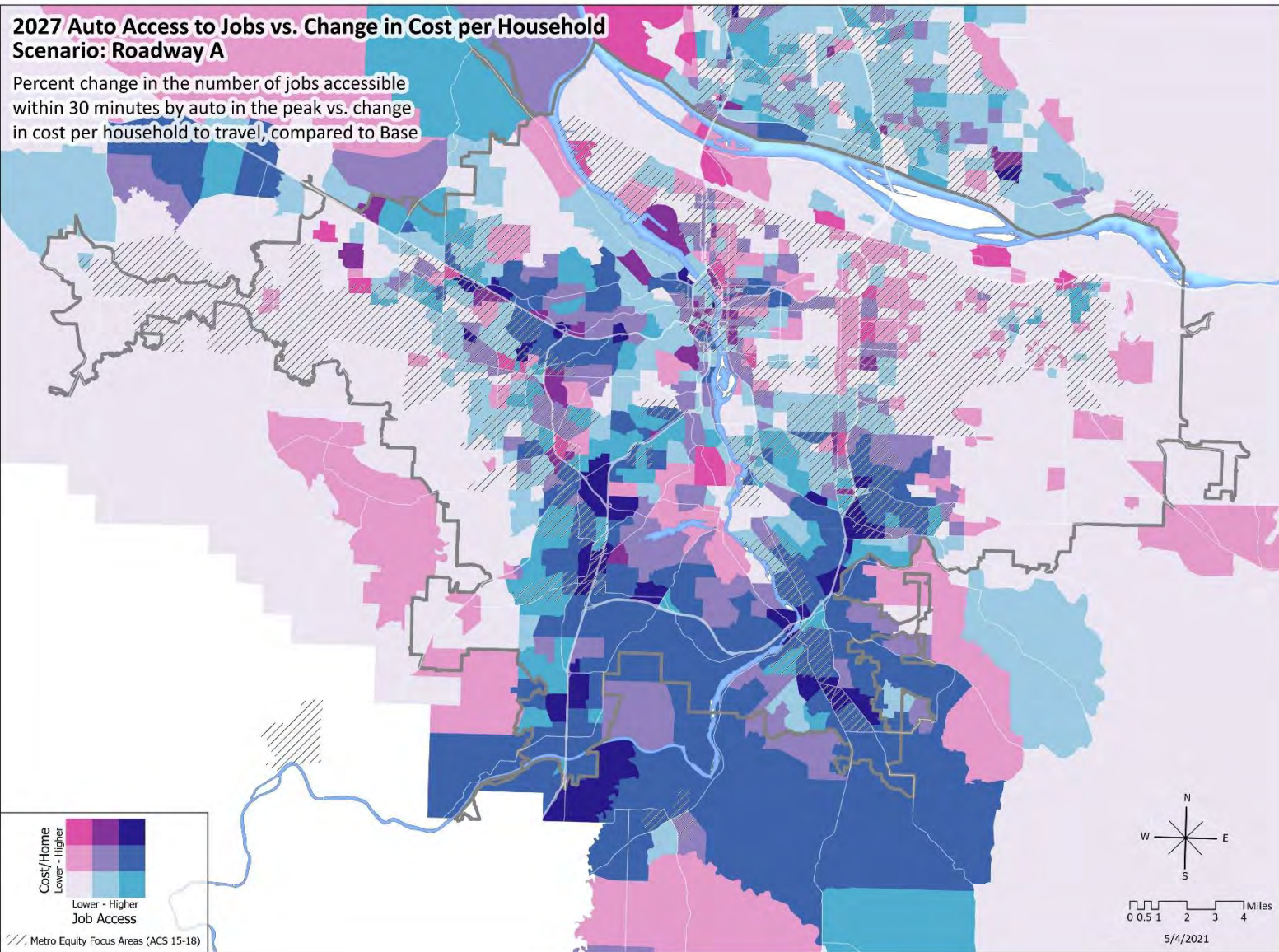
2027 Auto Access to Jobs vs. Change in Cost per Household Scenario: Park B

Percent change in the number of jobs accessible within 30 minutes by auto in the peak vs. change in cost per household to travel, compared to Base



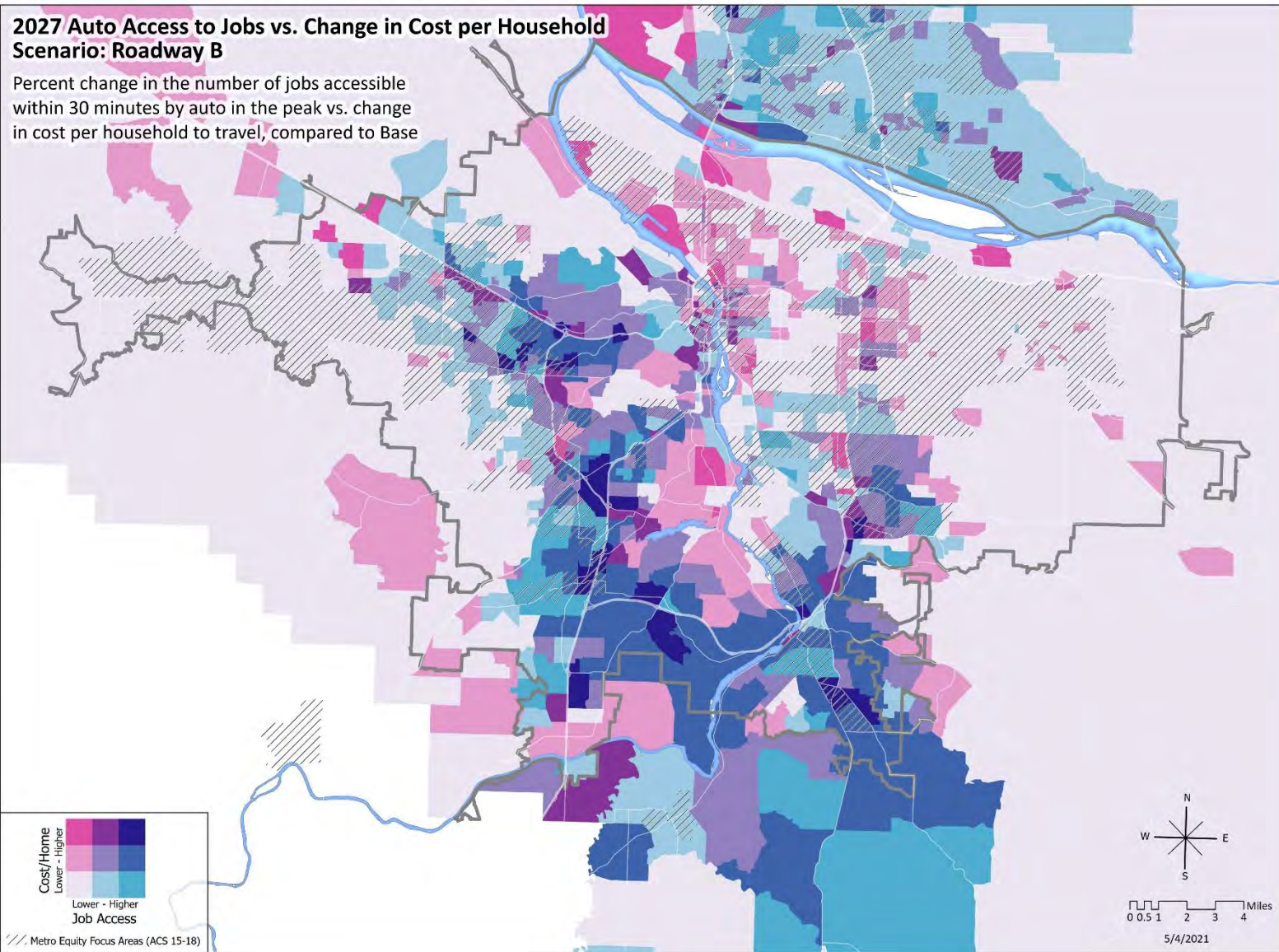
2027 Auto Access to Jobs vs. Change in Cost per Household Scenario: Roadway A

Percent change in the number of jobs accessible within 30 minutes by auto in the peak vs. change in cost per household to travel, compared to Base



2027 Auto Access to Jobs vs. Change in Cost per Household Scenario: Roadway B

Percent change in the number of jobs accessible within 30 minutes by auto in the peak vs. change in cost per household to travel, compared to Base



Metro Regional Congestion Pricing Study

VANCOUVER
CITY HALL



September 13, 2021

Vancouver City Council Workshop

Katherine Kelly, Senior Policy Advisor

Workshop Overview & Desired Outcome

Purpose:

- Share information about Metro's Regional Congestion Pricing Study (RCPS)
- Seek feedback from Council on action at Metro's Joint Policy Advisory Committee on Transportation (JPACT) regarding a Resolution to approve recommendations in the RCPS.

Outline

- Review Tolling and Congestion Pricing Definitions
- Overview of Regional Tolling Programs
- Discuss action on Metro's Regional Congestion Pricing Study (RCPS)

Definitions and Purposes

Toll and tolling are general terms

A fee on drivers, which can be charged for a certain segment or for access to a facility.

Congestion pricing is a type of tolling

A type of tolling that charges a higher price during peak traffic periods to manage congestion.

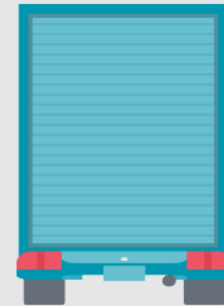
Raising revenue for
transportation
improvements



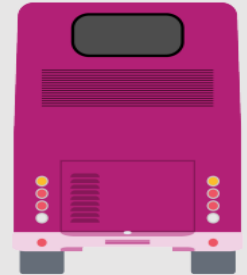
Managing
congestion



Increasing system
reliability



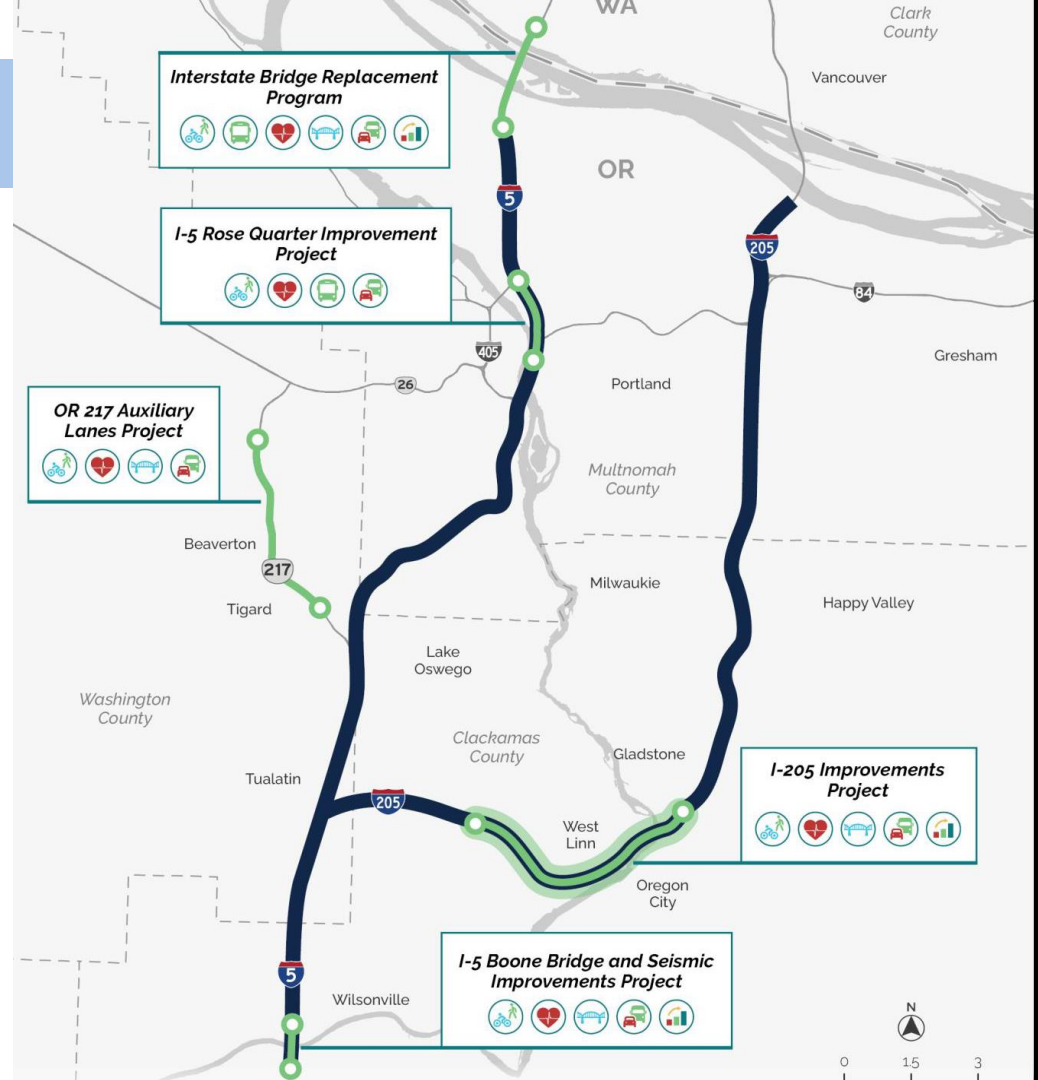
Supporting State
climate goals by
reducing traffic
pollution



*The term “tolling” reflects various implementation strategies, including:
Variable rate, congestion pricing, dynamic pricing, flat/fixed rate, managed lanes*

OR Toll Programs

- ODOT
 - Value Pricing Pilot Program
 - I-205 Improvements (Abernethy Br./Oregon City)
 - I-5 Rose Quarter Improvements
 - Regional Mobility & Pricing Program (I-5 and I-205 in Portland region)



Metro Regional Congestion Pricing Study (RCPS)

- SW WA – monitor impacts, advocate for any necessary mitigations
- 2018 Metro Regional Transportation Plan (RTP)
 - Action item in support of regional goals – address climate, congestion, equity, and safety
- Technical analyses only within Oregon and on Oregon transportation network
- Tools assessed:
 - Vehicle Miles Traveled Fee: Drivers pay a fee for every mile they travel
 - Cordon Pricing: Drivers pay to enter an area, and sometimes pay to drive within that area
 - Roadway Pricing: Drivers pay a fee to drive on a particular road, bridge or highway
 - Parking Pricing: Drivers pay to park in certain areas

RCPS: Key Findings

- The four congestion pricing strategies studied could:
 - help Metro Region regional transportation priorities
 - reduce drive alone rates, vehicle miles travelled and emissions, increase transit ridership;
 - increase the overall cost for travel but individual traveler costs would vary;
- Some congestion pricing strategies could cause vehicle diversion resulting in areas of delay and decreased job accessibility by auto or transit;
- Benefits and burdens may not be distributed equitably, disproportionately impacting BIPOC and marginalized communities;
- Flexibility of congestion pricing tools could be used to address equity concerns and the design and implementation of a program could mitigate negative impacts.

RCPS: Recommendations

For Policymakers:

- Include pricing policy development and refinement in the 2023 Regional Transportation Plan update, including consideration of other pricing programs being studied or implemented in the region.

For facility owners/ future tolling operators:

- Coordinate with other pricing programs, including analysis of cumulative impacts and consideration of shared payment technologies, to reduce user confusion and ensure success.
- Conduct meaningful engagement and extensive outreach, including with those who would be most impacted, to develop a project that works and will gain public and political acceptance.
- Build equity, safety, and affordability into the project definition to meet the need of the community rather than adding “mitigations” later.
- Establish a process for ongoing monitoring of performance, in order to adjust and optimize a program once implemented.

RCPS: Metro Proposal

- September 16, 2021: JPACT approve forwarding a Resolution to Metro Council that:
 - accepts findings in the RCPS
 - directs further policy development of congestion pricing options through the Regional Transportation Plan update.
- Fall 2021 – Metro work with consultants to develop a policy options package.
- Winter/Spring 2022 – Metro present a draft policy brief to regional technical staff and policymakers and subsequent refinements.
- Summer/Fall 2022 – Metro staff present a final policy options package to regional technical staff and policymakers for consideration in the 2023 Regional Transportation Plan Update.

Discussion

Council feedback for JPACT representative (Mayor McEnerny-Ogle) on Metro's proposed Resolution.

Thank You

- Katherine Kelly, Senior Policy Advisor
Contact Info.: Katherine.Kelly@CityofVancouver.us



Staff Report 119-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/13/2021

SUBJECT 2021 Pavement Repairs Project, construction acceptance and release of retainage

Key Points

- The City maintains approximately 1,900 lane miles of streets in its system.
- The purpose of this contract was to repair areas of failed pavement on streets in advance of the City's annual preservation program for 2021.
- Lakeside Industries, Inc., of Vancouver, Washington, was awarded the contract for the 2021 Pavement Repairs Project in April 2021, began work in May 2021, and was physically complete in June 2021.
- The project had a 3% apprenticeship goal, which the contractor exceeded.

Strategic Plan Alignment

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.

Present Situation

Lakeside Industries, Inc., of Vancouver, Washington, has satisfactorily completed the subject improvements in accordance with the plans and specifications. The original construction contract bid amount was \$668,754.00. Final construction costs were \$805,875.37, an increase of approximately 20% from original bid amount. The increase in costs was due to a project decision to add streets to the project for efficient delivery of services within available program budget.

The City received very favorable bid prices for the work to be performed under this contract. As a result, the City and the Contractor agreed to add sections of several additional streets to this project, including NE 112th Street, NE 137th Street, and Thurston Way, which had areas of deteriorated pavement that would have been more costly for City maintenance crews to repair.

This project had a minimum apprenticeship goal of 3% of the utilized labor hours for this project, which corresponded to 169 labor hours required. The contractor exceeded this goal by delivering

a total of 319 apprenticeship labor hours for the project, yielding a percentage of approximately 6% of the total hours used.

Advantage(s)

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

Disadvantage(s)

None

Budget Impact

This project was funded through the Pavement Management Program, which has sufficient funds budgeted to cover the additional costs.

Prior Council Review

Award of construction contract for the 2021 Pavement Repairs project in April 2021 (Staff Report 048-21).

Action Requested

On September 13, 2021, accept the 2021 Pavement Repairs Project as constructed by Lakeside Industries, Inc., of Vancouver, Washington, and authorize release of the retainage bond on file, subject to receipt of all documentation required by law.

Nicollette Roth, Civil Engineer, 360-487-7763



Staff Report 120-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/13/2021

SUBJECT 2021 East Curb Ramps Project, construction acceptance and release of retainage

Key Points

- The project constructed 52 ADA-compliant curb ramps on streets that were scheduled for resurfacing, microsurfacing, or cape seal in summer of 2021, in accordance with Federal Highway Administration and ADA requirements.
- Lee Contractors, LLC, of Battle Ground, Washington, was awarded the contract for the project in April 2021.
- Construction began in late April 2021 and was physically complete in June 2021.
- The project had a 3% apprenticeship goal, which the contractor did not meet.

Strategic Plan Alignment

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.

Present Situation

Lee Contractors, LLC, of Battle Ground, Washington, has satisfactorily completed the subject improvements in accordance with the plans and specifications. The original construction contract bid amount was \$509,325.00. Final construction costs were \$488,251.55, a reduction of approximately 4% from original bid amount. The cost savings was attributed to minor underruns in multiple bid quantities.

This project had a minimum apprenticeship goal of 3% of the utilized labor hours for this project, which corresponded to 85 labor hours required. The contractor delivered a total of 12 apprenticeship labor hours for the project, yielding a percentage of approximately 0.4% of the total hours used. The contractor was assessed a penalty for the unmet apprenticeship labor hours in the amount of \$7,318.50.

Advantage(s)

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

Disadvantage(s)

None

Budget Impact

This project was funded through the Pavement Management Program in the Street Fund.

Prior Council Review

Award of construction contract for the 2021 East Curb Ramps Project in April 2021 (Staff Report 047-21)

Action Requested

On September 13, 2021, accept the 2021 East Curb Ramps Project as constructed by Lee Contractors, LLC, of Battle Ground, Washington, and authorize release of retainage in the amount of \$24,412.58, subject to receipt of all documentation required by law.

Nicollette Roth, Civil Engineer, 360-487-7763



Staff Report 121-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/13/2021

SUBJECT Bid Award - Port Pump Station Replacement

Key Points

- The project will replace an existing pump station with outdated equipment and high maintenance costs.
- The City received 5 bids for the project.
- The project includes a 3% apprenticeship utilization requirement

Strategic Plan Alignment

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.

Present Situation

The Port Pump Station is in need of replacement and upgrade. The station has outdated communications equipment and does not have a permanent source for back-up power. The station is currently a wet well/dry well configuration which requires regular confined space entries by City staff into a 30 foot deep enclosure. This project will bring communication up to current standards, provide a permanent source of back-up power as well as conversion from a wet well/dry well station into a submersible station. With the replacement of the entire pump station the maintenance cost and confined space entries will be reduced and the efficiencies of the station will greatly improve with the addition of a new communications system.

On August 3, 2021, the City received 5 bids for the subject project. The bids ranged between \$1,400,000 and \$2,200,000. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Rotschy, Inc, Vancouver, WA	\$1,394,080.04

Stettler Supply Company, Salem, OR	\$1,446,740.70
Lee Contractors, Battle Ground, WA	\$1,475,600.00
Tapani, inc, Battle Ground, WA	\$1,594,654.39
Catworks Construction, Vancouver, WA	\$2,219,364.25
Engineers' Estimate	\$1,124,000.00

Based on the engineer's estimate of construction costs, this project falls within the \$500,000 to \$1,500,000 apprenticeship policy threshold and will therefore be required to meet the apprenticeship utilization requirement of 3%.

Advantage(s)

1. Provide reduced maintenance costs and confined space entries.
2. Increase efficiency of the pump station.

Disadvantage(s)

None

Budget Impact

Funds for the sanitary sewer improvements were appropriated in the Sewer Construction Fund, Capital Improvement Program 2021-2022 Budget.

Prior Council Review

Funding previously reviewed by Council as part of the 2021-2022 Sewer Construction Fund Capital Budget.

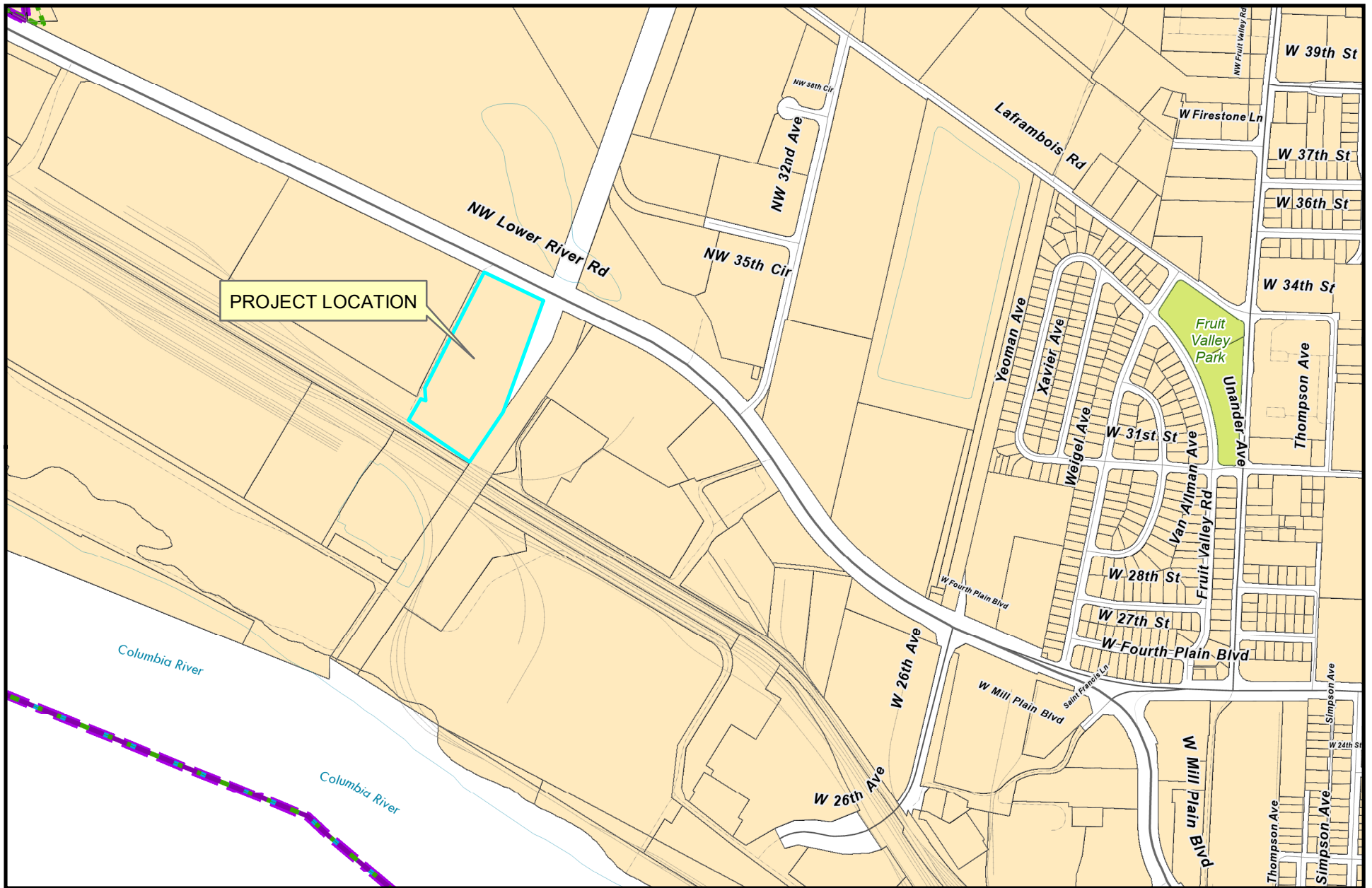
Action Requested

Award a construction contract for the Port Pump Station Relocation project to the lowest responsive and responsible bidder, Rotschy, Inc of Vancouver, WA, at their bid price of \$1,394,080.04, which includes Washington State sales tax, and authorize the City Manager or designee to execute a contract with Rotschy, Inc for the same.

Sheryl Hale, Senior Engineering Manager, 360-487-7151

ATTACHMENTS:

- ▣ Project Boundary Map - Port Pump Station Replacement
- ▣ Contract - Port PS Replacement



Port Pump Station Replacement



THE UTILITY INFORMATION SHOWN ON THIS MAP DOES NOT INDICATE OR IMPLY AVAILABILITY. CONTACT THE ENGINEERING COUNTER STAFF AT THE CDD PERMITS CENTER AT (360) 487-7804 OR 415 W. 6TH ST. FOR AVAILABILITY OF SERVICE.

THIS INFORMATION IS COMPILED FROM A VARIETY OF SOURCES. THE CITY OF VANCOUVER ASSUMES NO RESPONSIBILITY FOR MAP ACCURACY.



**CONTRACT # Supplier Contract #
BID 21-24: Port Pump Station Replacement**

THIS CONTRACT is entered into by and between the City of Vancouver, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City," and Rotschy, Inc. hereinafter referred to as "Contractor," whose address is 7408 NE 113th Circle, Vancouver WA 98664, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for 2021 West Curb Ramps. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 21-24 and all addenda thereto, Contractor's bid to said ITB, the Project Plans and Special Provisions, and City Council's approval on September 16, 2021 per Staff Report No. _____; and

WHEREAS, the Contractor has represented 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.

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.

Contractor shall convert an existing triplex dry-pit sewer pump station and replace into a complete and operating duplex submersible pump station including approximately 130 linear feet of 8 & 14-inch sanitary sewer force mains and abandonment of approximately 230 linear feet of 6, 8, & 14-inch sanitary sewer force mains up to the existing pump station site. Work to be performed includes construction & modifications on existing wet-well, electrical building including SCADA, onsite modifications, and all appurtenances and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications, hereafter referred to as "Work." The structural calculations package will be provided to the contractor at the pre-construction meeting.

The Work shall be fully complete within 120 working days from the Notice to Proceed (NTP) date.

2. **EFFECTIVE DATE:** This Contract is effective as of the last signature dated below.
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 (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-

contractor(s) assigned to perform work under this Agreement 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 RESPONSIBILITIES FOR SUBCONTRACTORS:** 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 relevant federal, state and municipal laws, rules and regulations whatsoever.

At the time of subcontract execution, the Contractor shall verify that all tier subcontractors meet the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
 4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
 5. If applicable, have:
 - i. Have Industrial Insurance (workers' 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.
 6. 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 in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does includes 8.4% Washington State Sales Tax (if applicable) \$1,394,080.04.

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 Proposal and as modified by any and all approved Change Orders.

- 7. CONTRACTOR'S INSURANCE:** 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 agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
IV. Pollution Legal Liability	
Each Claim	\$3,000,000
Annual Aggregate	\$6,000,000
V. Builders Risk	
Builder's "All Risk" Property Insurance	Contract Value
a. Coverage to include personal property of others in the care, custody and control of the contractor. Coverage should be written for 100% of the completed value. b. For additions or repairs of existing building structures, coverage to include contractor's interest in improvements, repairs, additions, alterations to completed buildings and subject to items described in "a".	

With respect to 7. above, the Port and its commissioners, officers, agents, and employees shall be named as additional insureds with form at least as broad as ISO CG 2026 – Designated Person or Organization, without modification, affording coverage regardless of the additional insureds' sole or concurrent negligence, as respects to operations arising out of this Access Agreement;

Such insurance shall be primary and not contributory to any similar insurance carried by the Port, and shall contain a severability of interest or cross liability clause;

Such insurance shall not be canceled or materially altered without first giving thirty (30) days' written notice thereof to the Port; and

Notwithstanding anything in this Access Agreement to the contrary, neither party, nor its Related Parties, shall be liable to the other party or to any insurance company (by way of subrogation or otherwise) insuring the other party, for any loss or damage to any building, structure or other property (whether real or personal) arising from any cause that (i) would be insured against under the terms of any property insurance required to be carried hereunder, or (ii) is insured against under the terms of any property insurance actually carried, regardless of whether the same is required hereunder, even though such loss or damage might have been occasioned by the negligence of such party or its Related Parties. Each party shall notify their respective insurance companies of this waiver of any rights of subrogation that such companies may have against the Port or Licensee, as the case may be and shall obtain any necessary endorsement to avoid such waiver's invalidating the policy in whole or in part. Further, neither the Port nor any Related Party of the Port shall be liable: (i) for any such damage caused by lessees or persons in, upon or about the Access Area, or caused by operations in construction of any private, public or quasi-public work; or (ii) for consequential damages, including lost profits, of Licensee or any person claiming through or under Licensee.

COV shall have the right to self-insure any or all of the above required insurance coverages so long as COV maintains a net worth of at least \$50,000,000 and provides evidence thereof to Port prior to commencement of the construction of Sewer Pump Station project.

The required liability insurance can be met under a primary or an excess policy or any combination thereof so long as the other requirements of this Paragraph are satisfied.

COV shall require its contractors, subcontractors and consultants to maintain insurance as described above, including Professional Liability insurance in an amount not less than \$1,000,000 for those contractors, subcontractors and consultants performing design, engineering, environmental, analysis and/or other professional services for the construction of the Sewer Pump Station project.

All Licensees' insurance liability policies must include railroad liability endorsements to cover the Work being completed near active railroad tracks.

8. **CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and 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, and 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 the 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 is not resolved through mediation, it shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04A RCW. The Parties agree to pay their own attorneys' fees and expenses.

10. EMPLOYMENT OF LABOR: The Contractor agrees that all persons employed by Contractor and by any of its subcontractors 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 one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.

11. 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 rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. 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 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 rates 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.

12. PAYMENT TO THE CONTRACTOR: Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate and are in 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 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 Contractor, 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 a 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.

- 13. 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 judgments, 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 Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from liability pursuant to the workers' 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. 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.

Licensee shall defend, indemnify, and hold harmless the Port and all of its tenants, subtenants or licensees and its or their partners, directors, officers, agents, employees, invitees or contractors (referred to collectively herein as "Related Parties") from and against any claims, demands, actions, suits, judgments, losses, damages, penalties, fines, costs, or expenses, including attorneys' fees, ("Claims") arising from or relating to (i) the performance of the Work by Licensee; (ii) Licensee's failure to comply with any applicable federal, state, or local law, regulation, ordinances, permits, directives, and judicial or administrative orders; (iii) Licensee's failure to comply with the terms and conditions of this Access Agreement; and (iv) the Release of Hazardous Substances or any violation of Environmental Laws affecting the Access Area, the real property, or surrounding properties to the extent caused by Licensee or by Licensee's employees, contractors or agents. The obligation to indemnify for Claims arising from subsection (iv) above shall include, but shall not be limited to, environmental response and remedial costs, other cleanup costs, environmental consultants' fees, attorneys' fees, fines and penalties, laboratory testing fees, claims by third parties and governmental authorities for death, personal injuries, property damage, business disruption, lost profits, natural resource damages and any other costs. Licensee also indemnifies the Port for consequential damages, if any, the Port incurs due to Licensee's failure to comply with the terms and conditions of this Access Agreement. COV shall, and shall cause its contractors and subcontractors to, expressly waive any immunity that may be granted to Licensees under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Access Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation act, disability acts or other employee benefits acts; provided the Licensees' waiver of immunity by the provisions of this Section 13 does not include or extend to any claims by the Licensees' employees directly against the respective Licensee.

- 14. 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.
- 15. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.
- 16. 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.
- 17. 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.
- 18. RELATION OF PARTIES:** The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of 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.
- 19. JURISDICTION/VENUE:** In the event that any litigation should arise concerning the construction or interpretation of the terms and/or conditions of this Contract, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Clark. This Contract shall be governed by the law of the State of Washington.
- 20. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Contract, 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 of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases

and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

- 21. 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.
- 22. 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.

- 23. 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.

- 24. OPPORTUNITY TO CURE:** The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.
- 25. 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.
- 26. 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.

27. 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.

28. 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.

29. BINDING EFFECT: The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.

30. RATIFICATION: Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.

31. INCORPORATED CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE: The complete Contract includes these parts listed in this section below, which are incorporated by this reference as if fully as set forth herein. 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. Addenda to the Solicitation,
4. The Solicitation,
5. Contractor's Proposal,
6. Special Provisions,
7. Contract Plan Set,
8. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
9. General Conditions for Facility Construction,
10. City of Vancouver Standard Plans,
11. WSDOT Amendments to the WSDOT Standard Specifications,
12. WSDOT Standard Specifications,
13. WSDOT Standard Plans.

32. NOTICES: Whenever in this written Contract written notices are to be given or made, they may be sent by certified mail to the following people at the addresses as shown herein unless a different address is designated in writing or delivered to the respective party hereto.

Anna Vogel
City of Vancouver
415 W 6th St.

Drew Rotschy
Rotschy Inc
7408 NE 113th Circle

PO Box 1995
Vancouver WA 98668-1995

Vancouver WA 98664

By signing below, Contractor accepts the terms and conditions of this Contract and specifically acknowledges and agrees that the provisions contained herein have been mutually negotiated by the Parties.

CITY OF VANCOUVER, A municipal corporation

CONTRACTOR:
Rotschy, Inc.

Eric Holmes, City Manager

By: (Proprietor, partner, or corporate president
must sign)

Attest:

Natasha Ramras, City Clerk

Printed Name

Title

Approved as to form:

Jonathan Young, City Attorney



Staff Report 122-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/13/2021

SUBJECT Bid Award for SE 1st Street – 164th Avenue to 177th Avenue transportation improvement project, per Bid #21-20 (Project #PRJ071612)

Key Points

- The project will upgrade and modernize the SE 1st Street from a two-lane rural road to multimodal urban standards;
- The project will bring needed safety and environmental improvements by adding Low Impact Development (LID) stormwater facilities that separate pedestrians and bicyclists from vehicle traffic with raised bikeways and sidewalks, and the addition of pedestrian crossings and signals;
- The project will install and upgrade traffic signals and street lighting along SE 1st Street;
- This project will resurface SE 1st Street between 164th Avenue and 177th Avenue;
- Completion of this project will facilitate the adjacent project along SE 1st Street, between 177th Avenue and 192nd Avenue, which is currently at the 90% design level; and
- The project is funded through a combination of federal and state grants totaling \$7.85 million, with the remainder coming from the City's transportation fund.

Strategic Plan Alignment

Goal 1: Ensure our built urban environment is one of the safest, most environmentally responsible and well maintained in the Pacific Northwest.

Goal 1, Objective 1.1: Develop and maintain a safe, balanced and innovative transportation system that will meet the needs of future generations.

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.

Goal 9: Build the strongest, most resilient economy in the region.

Goal 9, Objective 9.1: Create infrastructure and policies that support job creation.

Present Situation

The existing SE 1st Street corridor is a two-lane rural road that provides no center turn lanes or bike lanes and inadequate scattered sidewalks. SE 1st Street serves as an east-west arterial road connecting busy corridors in East Vancouver that collectively carry more than 60,000 vehicles a day. As the area around SE 1st Street has grown with more residential, retail, commercial and industrial sites, the street has not grown concurrently in order to safely provide access for increasing demand for multimodal transportation options to suit the urban environment it has become.

On July 13, 2021, the City received 10 bids for the subject project. The bids ranged between \$9.89 million and \$12.24 million. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Lee Contractors, LLC, Battle Ground, Washington	\$9,887,587.00
Rotschy, Inc., Vancouver, Washington	\$10,972,319.75
Nutter Corporation, Vancouver, Washington	\$11,267,264.22
James W. Fowler, Dallas, Oregon	\$11,717,851.18
J. Joe Thompson, Vancouver, Washington	\$11,870,453.50
Tapani, Inc., Battle Ground, Washington	\$11,978,000.00
McDonald Excavating, Washougal, Washington	\$12,153,274.50
Granite Construction Company, Vancouver, Washington	\$12,238,238.00
Carlson Testing, Tigard, Oregon	Non-responsive
Kerr Contractors Oregon, Woodburn, Oregon	Non-responsive
Engineer's Estimate	\$9,000,000 to \$9,500,000

Due to the federal funding associated with this project, the Washington State Department of Transportation (WSDOT) set a Disadvantaged Business Enterprise (DBE) goal of 19% and a training goal of 400 hours. Lee Contractors, LLC from Battle Ground, Washington, committed to meet these goals. There are no City apprenticeship utilization requirements because federal grant funding requirements do not allow the inclusion of local agency apprenticeship programs.

Advantage(s)

1. Safety will be improved on SE 1st Street, between 164th Avenue and 177th Avenue;
2. SE 1st Street will be transformed from a rural 2 lane road, to an urban arterial meeting current design standards;
3. The project will facilitate and accelerate economic development activity on properties within the existing Columbia Tech Center campus and the Section 30 subarea ; and
4. Resurfacing the existing roadway will improve the pavement condition and reduce maintenance costs.

Disadvantage(s)

1. Neighborhood residents, businesses and local traffic will be inconvenienced during the construction period; and
2. Construction will generate noise and dust; however the contractor will implement dust control and erosion control strategies.

Budget Impact

The project is currently funded through federal and state grants, and local matching dollars. The project is included in the 2021-2022 Transportation Capital Fund Budget.

Prior Council Review

- Approval of the 2021-2022 budget which included the referenced project.
- Approval of the 2022-2027 Transportation Improvement Program (TIP) – Resolution No. M-4131.

Action Requested

On September 13, 2021, award a construction contract for the SE 1st Street – 164th Avenue to 177th Avenue project to the lowest responsive and responsible bidder, Lee Contractors, LLC of Battle Ground, Washington, at their bid price of \$9,887,587.00, which includes Washington State Sales Tax and authorize the City Manager or designee to execute the same.

Leslie Degenhart, PE, Senior Civil Engineer, 360-487-7710

ATTACHMENTS:

- ▣ Contract
- ▣ 1st Street Project renderings



CONTRACT # _____
ITB 21-20 SE 1st Street – 164th Avenue to 177th Avenue

THIS CONTRACT is entered into by and between the City of Vancouver, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City," and Lee Contractors, LLC hereinafter referred to as "Contractor," whose address is Lee Contractors, LLC, 20907 NE 72nd Ave, Battle Ground, WA 98604, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for 1st Street -164th Avenue to 177th Avenue. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 21-20 and all addenda thereto, Contractor's bid to said ITB, the Project Plans and Special Provisions, and City Council's approval on _____ per Staff Report No. _____; and

WHEREAS, the Contractor has represented 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.

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 improvement of * a corridor including pavement widening, roadway resurfacing, curbs, sidewalks, storm drainage, traffic signals, striping and signing, fiber optic, street lighting, landscaping *** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.**

The Work shall be fully complete within 175 working days from the Notice to Proceed (NTP) date.

2. **EFFECTIVE DATE:** This Contract is effective as of the last signature dated below.
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 (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement 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 RESPONSIBILITIES FOR SUBCONTRACTORS:** 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 relevant federal, state and municipal laws, rules and regulations whatsoever. At the time of subcontract execution, the Contractor shall verify that all tier subcontractors meet the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
 4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
 5. If applicable, have:
 - i. Have Industrial Insurance (workers' 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.
 6. 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 in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does includes 8.5% Washington State Sales Tax (if applicable) \$9,869,587.00.
- 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 Proposal and as modified by any and all approved Change Orders.
7. **CONTRACTOR'S INSURANCE:** 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 agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
IV. Pollution Legal Liability	
Each Claim	\$3,000,000
Annual Aggregate	\$6,000,000
V. Builders Risk	
Builder's "All Risk" Property Insurance	Contract Value
a. Coverage to include personal property of others in the care, custody and control of the contractor. Coverage should be written for 100% of the completed value. b. For additions or repairs of existing building structures, coverage to include contractor's interest in improvements, repairs, additions, alterations to completed buildings and subject to items described in "a".	

- 8. CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and 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, and 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 the 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 is not resolved through mediation,

it shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04A RCW. The Parties agree to pay their own attorneys' fees and expenses.

10. EMPLOYMENT OF LABOR: The Contractor agrees that all persons employed by Contractor and by any of its subcontractors 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 one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.

11. PAYMENT OF LABOR: The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the work of this Contract will be paid not less than the prevailing rate of wage for an hours work in accordance with the provisions of the Revised Code of Washington, Chapter 39.12, and all rules and regulations promulgated pursuant thereto.

The contract will require the payment and tracking of federal wages through Davis Bacon and will be subject to regulations of the U.S. Department of Labor. The higher wage rate between the Federal and State rates, at minimum shall prevail per WAC 296-127-025

In case any dispute arises as to what the prevailing rates 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 and the US Department of Labor for arbitration, and the director's decision therein shall be final and conclusive and binding on all parties involved in the dispute.

12. PAYMENT TO THE CONTRACTOR: Payment to the Contractor of the Contract price by the Owner shall be made in checks drawn on the fund provided therefore. Payment shall be in the manner provided below unless another manner has been specified in the Special Provisions.

Progress payments to the Contractor shall be made within 30 days of receipt of the signed progress payment request, as approved by the Owner, for work completed during the previous month.

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 Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed, with Procurement Services, the Labor and Industries executed Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in WAC 296-127-320 *Payroll*. A Contractor and all subcontractors shall, within ten days after it receives a written request, as defined by RCW 39.12.010(4) file a certified copy of the payroll records with the Owner. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

13. 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 judgments, 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 Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from liability pursuant to the workers' 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. 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.

14. 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.

15. PUBLIC DISCLOSURE COMPLIANCE: The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.

16. 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.

17. 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.

18. RELATION OF PARTIES: The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of 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.

19. JURISDICTION/VENUE: In the event that any litigation should arise concerning the construction or interpretation of the terms and/or conditions of this Contract, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Clark. This Contract shall be governed by the law of the State of Washington.

20. COOPERATIVE PURCHASING: The Washington State Inter-local Cooperation Act, Chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Contract, 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 of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

21. 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.

22. 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.

23. 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.

24. OPPORTUNITY TO CURE: The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against

the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.

- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.
- 30. RATIFICATION:** Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.
- 31. INCORPORATED CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts listed in this section below, which are incorporated by this reference as if fully as set forth herein. 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. Addenda to the Solicitation,
 2. Proposal Form,
 3. Special Provisions,
 4. Contract Plan Set,
 5. Standard Specifications,
 6. City of Vancouver Standard Plans or details (if any),
 7. WSDOT Standard Plans for Road, Bridge and Municipal Construction.

32. NOTICES: Whenever in this written Contract written notices are to be given or made, they may be sent by certified mail to the following people at the addresses as shown herein unless a different address is designated in writing or delivered to the respective party hereto.

Anna Vogel
City of Vancouver
415 W 6th St.
PO Box 1995
Vancouver WA 98668-1995

Randy Lee
Lee Contractors, LLC
20907 NE 72nd Ave
Battle Ground, WA 98604

By signing below, Contractor accepts the terms and conditions of this Contract and specifically acknowledges and agrees that the provisions contained herein have been mutually negotiated by the Parties.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Lee Contractors, LLC

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

LABOR AND MATERIALS PAYMENT BOND

(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM. MUST BE ACCOMPANIED BY A POWER OF ATTORNEY FOR THE SURETY'S OFFICER AUTHORIZED TO SIGN)

KNOW ALL MEN BY THESE PRESENTS:

We the Undersigned Lee Contractors, LLC, 20907 NE 72nd Ave, Battle Ground, WA 98604 as PRINCIPAL (Contractor) and _____ a corporation organized and existing under and by virtue of the laws of the state of _____, and duly authorized to do surety business in the state of Washington and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner and which carries an "A" rating and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, unto CITY OF VANCOUVER, as OBLIGEE, in the sum of Nine Million Eight Hundred Sixty-Nine Thousand Five Hundred Eighty Seven Dollars (\$ 9,869,587.300) in lawful money of the United States of America, for the payment of that sum for the use and benefit of claimants as defined below.

The condition of this obligation is such that whereas the PRINCIPAL entered into a contract with CITY OF VANCOUVER dated _____, 20____, which contract is hereunto annexed and made a part hereof, for accomplishment of the all contract terms for the project described as follows:

ITB 21-20 SE 1st Street – 164th Avenue to 177th Avenue

NOW THEREFORE, if the PRINCIPAL shall promptly make payments to all persons, firms, subcontractors, corporations and/or others furnishing materials for or performing labor in the prosecution of the Work provided for in the aforesaid contract, and any authorized extension or modification thereof, including all amounts due for materials, equipment, mechanical repairs, transportation, tools and services consumed or used in connection with the performance of such Work, and for all labor performed in connection with such Work whether by subcontractor or otherwise, and all other requirements imposed by law, then this obligation shall become null and void; otherwise this obligation shall remain in full force and effect, subject, however, to the following condition:

The above-named PRINCIPAL and SURETY hereby jointly and severally agree that every claimant, who has not been paid in full, may sue on this bond for the use of such claimant, prosecute the suit to final judgment in for such sum or sums as may be justly due claimant, and have execution thereon. The OBLIGEE shall not be liable for the payment of any judgment, costs, expenses or attorneys' fees of any such suit.

PROVIDED, FURTHER, that SURETY for the value received, hereby stipulates and agrees that all changes, extensions of time, alterations to the terms of the contract or to Work to be performed thereunder or the Specifications accompanying the same shall be within the scope of the SURETY's undertaking on this bond, and SURETY does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications shall automatically increase the obligation of the SURETY hereunder in a like amount, provided that the total of such increases shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the SURETY.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted, or if the full amount of the obligation is not exhausted and no claim is pending resolution, until such time as no further claims can be made pursuant to law with regard to the above-described project.

SURETY shall indemnify, defend, and protect the CITY OF VANCOUVER against any claim of direct or indirect loss resulting from the failure of the CONTRACTOR (or any of the employees, subcontractors, or lower tier subcontractors of the CONTRACTOR) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, materialpersons, or any other person who provides supplies or provisions for carrying out the work.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for all obligations of this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

SURETY

CONTRACTOR

By:_____

By*:_____

Title:_____

Title:_____

Street Address

Street Address

City, State ZIP

City, State ZIP

Phone Number

Phone Number

* Must be signed by president or vice-president of Contractor.

PERFORMANCE BOND

(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM. MUST BE ACCOMPANIED BY A POWER OF ATTORNEY FOR THE SURETY'S OFFICER AUTHORIZED TO SIGN)

KNOW BY ALL MEN BY THESE PRESENTS:

We the undersigned Lee Contractors, LLC, 20907 NE 72nd Ave, Battle Ground, WA 98604 as PRINCIPAL (hereinafter called CONTRACTOR), and _____ a corporation organized and existing under and by virtue of the laws of the state of _____ duly authorized to do surety business in the state of Washington and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner and which carries an "A" rating and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, to pay to CITY OF VANCOUVER as OBLIGEE (hereinafter called CITY OF VANCOUVER), the amount of Nine Million Eight Hundred Sixty-Nine Thousand Five Hundred Eighty Seven Dollars (\$ 9,869,587.300) in lawful money of the United States of America.

WHEREAS, the CONTRACTOR entered into a contract with CITY OF VANCOUVER dated _____, 20____, which Contract is hereunto annexed and made a part hereof, for accomplishment of the all contract terms for the project described as follows:

ITB 21-20 SE 1st Street – 164th Avenue to 177th Avenue

NOW THEREFORE, if the PRINCIPAL shall promptly make payments to all persons, firms, subcontractors, corporations, laborers, mechanics and/or others furnishing materials for or performing labor in the prosecution of the Work provided for in the aforesaid contract, and any authorized extension or modification thereof, including all amounts due for provisions, supplies, materials, equipment, mechanical repairs, transportation, tools and services consumed or used in connection with the performance of such Work, and for all labor performed in connection with such Work whether by subcontractor or otherwise, and shall promptly pay the state of Washington all taxes imposed pursuant to Titles 50, 51, and 82 RCW which may be due, and shall comply with all other requirements imposed by law, then this obligation shall become null and void; otherwise this obligation shall remain in full force and effect, subject, however, to the following condition:

The above-named PRINCIPAL and SURETY hereby jointly and severally agree that every claimant, who has not been paid in full, may sue on this bond for the use of such claimant, prosecute the suit to final judgment in for such sum or sums as may be justly due claimant, and have execution thereon. The OBLIGEE shall not be liable for the payment of any judgment, costs, expenses or attorneys' fees of any such suit.

PROVIDED, FURTHER, that SURETY for the value received, hereby stipulates and agrees that all changes, extensions of time, alterations to the terms of the contract or to Work to be performed thereunder or the Specifications accompanying the same shall be within the scope of the SURETY's undertaking on this bond, and SURETY does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications shall automatically increase the obligation of the SURETY hereunder in a like amount,

provided that the total of such increases shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the SURETY.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted, or if the full amount of the obligation is not exhausted and no claim is pending resolution, until such time as all claims filed in compliance with chapter 39.08 RCW have been resolved and no further claims can be made pursuant to law with regard to the above-described project.

SURETY shall indemnify, defend, and protect the CITY OF VANCOUVER against any claim of direct or indirect loss resulting from the failure of the CONTRACTOR (or any of the employees, subcontractors, or lower tier subcontractors of the CONTRACTOR) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material persons, or any other person who provides provisions, supplies, materials, equipment, mechanical repairs, transportation, tools or services for carrying out the work or the failure of CONTRACTOR pay the state of Washington all taxes imposed pursuant to Titles 50, 51, and 82 RCW which may be due.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for all obligations of this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

SURETY

CONTRACTOR

By: _____

By*: _____

Title: _____

Title: _____

Street Address

Street Address

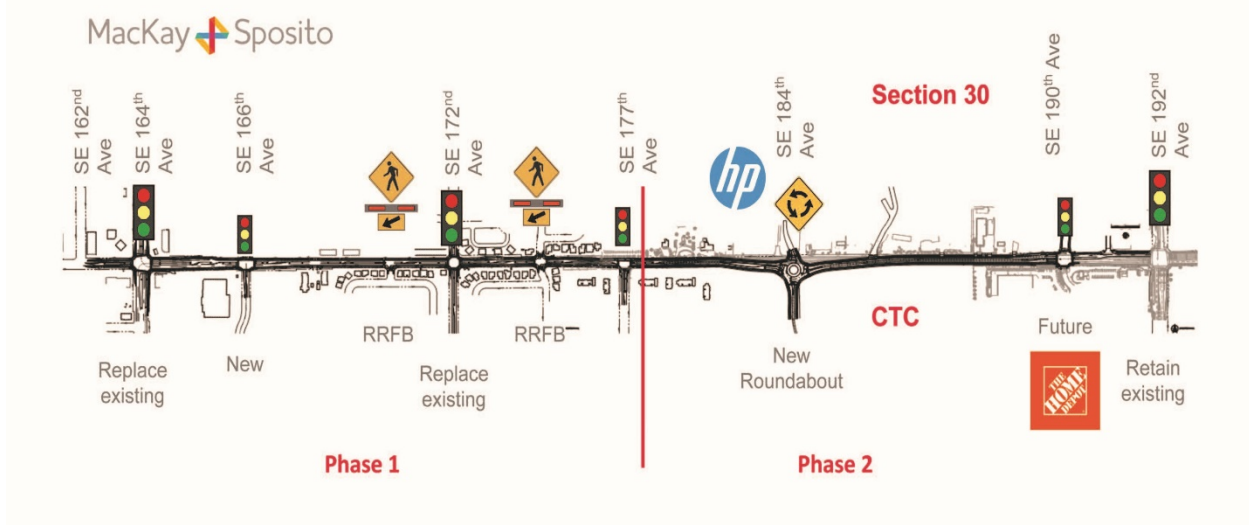
City State ZIP

City State ZIP

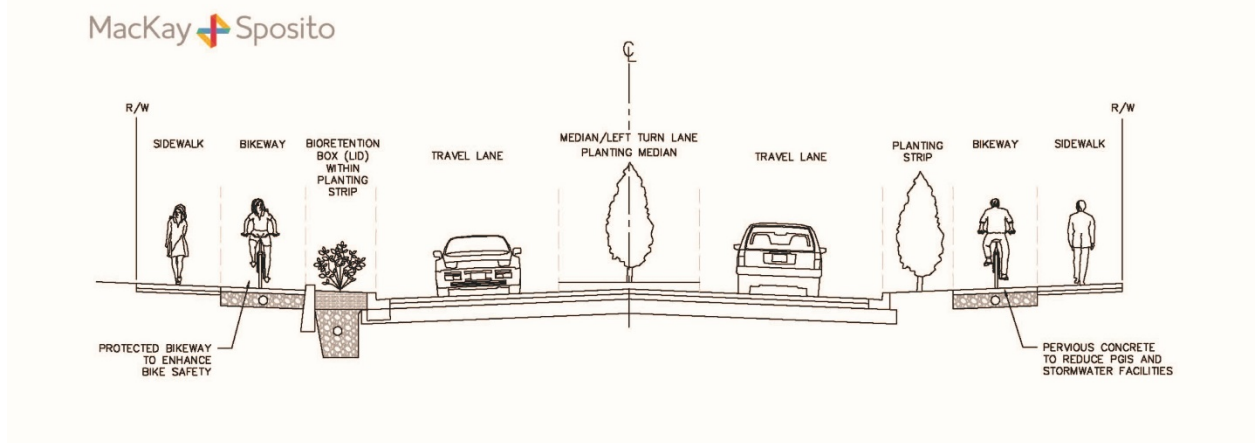
Phone Number

Phone Number

* Must be signed by president or vice-president of Contractor.



City of Vancouver – SE 1st Street



City of Vancouver – SE 1st Street



Staff Report 123-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/13/2021

SUBJECT Bid Award for Tower Mall Demolition, per Bid # 21-23.

Key Points

- The project will remove and properly dispose of all hazardous building materials from the Tower Mall and Allstate/Bank of America Building.
- The project will demolish the Tower Mall and Allstate/Bank of America Building.
- The project has a 4% apprenticeship utilization goal
- The City received 6 responsive bids for the project.

Strategic Plan Alignment

Demolition of the Tower Mall and Allstate/Bank of America buildings will enable redevelopment consistent with the Heights District Plan.

This action supports **Goal 8, Objective 8.2** of the Strategic Plan. *"Strengthen neighborhood business districts, Action 1(C) Mill Plain Central"*.

Present Situation

The Tower Mall and Allstate/Bank of America Buildings were previously purchased by the City of Vancouver. The buildings are currently vacant. The City continues to pay for utilities, fire protection and site security, while the buildings remain standing.

A survey conducted earlier this year determined that there is a quantity of hazardous materials which were used during the construction of the building that will be properly removed and disposed of prior to the demolition of the buildings.

The project requires that concrete from the buildings will be crushed onsite with the material used to fill and grade the area left from removing the building. The paved parking lot which currently surrounds both buildings will remain to allow for special events or other uses during the interim period.

On August 10, 2021, the City received 6 bids for the subject project. The bids ranged between \$1,906,331 and \$2,875,250. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
3 Kings Environmental, Battle Ground, WA	\$1,906,331.87
Staton Companies. Springfield, OR	\$2,086,820.92
NW Construction General Contractor, Battle Ground, WA	\$2,166,860.75
Dickson Company, Tacoma, WA	\$2,270,659.42
Lee Contractors LLC, Battle Ground, WA	\$2,712,500.00
Keystone Contracting Inc, Ridgefield, WA	\$2,875,250.00
Engineers' Estimate	\$2,820,000.00

Based on the Engineer's estimate, this project falls within the \$1,500,000 to \$3,000,000 limit and will therefore be required to meet the apprenticeship utilization goal of 4%.

A plan for interim improvements on the post-demolition site is under development. These would allow for programming and activation of the site with interim and seasonal uses until permanent development is underway.

Advantage(s)

1. Prepare the site for redevelopment.
2. Eliminate the ongoing costs for utilities and security.

Disadvantage(s)

None

Budget Impact

Funds for the Tower Mall Demolition were appropriated in the Capital Improvement Fund in the 2021-2022 Budget.

Prior Council Review

Funding previously reviewed by Council as part of the 2021-2022 Capital Improvement Fund.

Action Requested

Award a construction contract for the Tower Mall Demolition project to the lowest responsive and responsible bidder, 3 Kings Environmental of Battle Ground, WA, at their bid price of \$1,906,331.87, which includes Washington State sales tax.

Pete Capell, Facilities Capital Project Manager, (360) 567-7543

ATTACHMENTS:

- ▯ Contract



CONTRACT # _____
BID 21-23: TOWER MALL DEMOLITION

THIS CONTRACT is entered into by and between the City of Vancouver, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City," and 3 Kings Environmental, Inc. hereinafter referred to as "Contractor," whose address is PO Box 280, Battle Ground, WA 98604, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for Tower Mall Demolition. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 21-23 and all addenda thereto, Contractor's bid to said ITB, the Project Plans and Special Provisions, and City Council's approval on _____ per Staff Report No. _____; and

WHEREAS, the Contractor has represented 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.

- 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 demolition of the Tower Mall building located at 5411 E Mill Plain Boulevard, Vancouver, Washington. The project includes grading, storm water collection/treatment/conveyance, sanitary sewer, water service, waterline and hydrants, HMA paving, cement concrete curb and sidewalk and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications, hereafter referred to as "Work."

The Work shall be fully complete within 90 working days from the Notice to Proceed (NTP) date.

- 2. EFFECTIVE DATE:** This Contract is effective as of the last signature dated below.
- 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 (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement 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 RESPONSIBILITIES FOR SUBCONTRACTORS:** 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 relevant federal, state and municipal laws, rules and regulations whatsoever.

At the time of subcontract execution, the Contractor shall verify that all tier subcontractors meet the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
 4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
 5. If applicable, have:
 - i. Have Industrial Insurance (workers' 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.
 6. 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 in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does includes 8.5% Washington State Sales Tax (if applicable) \$1,906,331.87.
- 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 Proposal and as modified by any and all approved Change Orders.
- 7. CONTRACTOR'S INSURANCE:** 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 agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
IV. Pollution Legal Liability	
Each Claim	\$3,000,000
Annual Aggregate	\$6,000,000
V. Builders Risk	
Builder's "All Risk" Property Insurance	Contract Value
a. Coverage to include personal property of others in the care, custody and control of the contractor. Coverage should be written for 100% of the completed value. b. For additions or repairs of existing building structures, coverage to include contractor's interest in improvements, repairs, additions, alterations to completed buildings and subject to items described in "a".	

8. **CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and 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, and 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 the 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 is not resolved through mediation,

it shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04A RCW. The Parties agree to pay their own attorneys' fees and expenses.

10. EMPLOYMENT OF LABOR: The Contractor agrees that all persons employed by Contractor and by any of its subcontractors 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 one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.

11. 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 rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. 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 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 rates 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.

12. PAYMENT TO THE CONTRACTOR: Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate and are in 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 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 Contractor, 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 a 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.

- 13. 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 judgments, 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 Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from liability pursuant to the workers' 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. 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.

- 14. 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.

- 15. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.

- 16. 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.

- 17. 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.

18. RELATION OF PARTIES: The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of 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.

19. JURISDICTION/VENUE: In the event that any litigation should arise concerning the construction or interpretation of the terms and/or conditions of this Contract, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Clark. This Contract shall be governed by the law of the State of Washington.

20. COOPERATIVE PURCHASING: The Washington State Inter-local Cooperation Act, Chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Contract, 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 of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

21. 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.

22. 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.

23. 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.

24. OPPORTUNITY TO CURE: The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or

conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.

- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.
- 30. RATIFICATION:** Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.
- 31. INCORPORATED CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts listed in this section below, which are incorporated by this reference as if fully as set forth herein. 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. Addenda to the Solicitation,
 4. The Solicitation,
 5. Contractor's Proposal,
 6. Special Provisions,
 7. Contract Plan Set,

8. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
9. General Conditions for Facility Construction,
10. City of Vancouver Standard Plans,
11. WSDOT Amendments to the WSDOT Standard Specifications,
12. WSDOT Standard Specifications,
13. WSDOT Standard Plans.

32. NOTICES: Whenever in this written Contract written notices are to be given or made, they may be sent by certified mail to the following people at the addresses as shown herein unless a different address is designated in writing or delivered to the respective party hereto.

Anna Vogel
City of Vancouver
415 W 6th St.
PO Box 1995
Vancouver WA 98668-1995

Ron King
3 Kings Environmental, Inc.
PO Box 280
Battle Ground, WA 98604

By signing below, Contractor accepts the terms and conditions of this Contract and specifically acknowledges and agrees that the provisions contained herein have been mutually negotiated by the Parties.

CITY OF VANCOUVER, A municipal corporation

CONTRACTOR:
3 Kings Environmental, Inc.

Eric Holmes, City Manager

By: (Proprietor, partner, or corporate president must sign)

Attest:

Natasha Ramras, City Clerk

Printed Name

Title

Approved as to form:

Jonathan Young, City Attorney

LABOR AND MATERIALS PAYMENT BOND

(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM. MUST BE ACCOMPANIED BY A POWER OF ATTORNEY FOR THE SURETY'S OFFICER AUTHORIZED TO SIGN)

KNOW ALL MEN BY THESE PRESENTS:

We the Undersigned 3 Kings Environmental, Inc., PO Box 280, Battle Ground, WA 98604 as PRINCIPAL (Contractor) and _____, a corporation organized and existing under and by virtue of the laws of the state of _____, and duly authorized to do surety business in the state of Washington and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner and which carries an "A" rating and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, unto CITY OF VANCOUVER, as OBLIGEE, in the sum of One Million Nine Hundred Six Thousand Three Hundred Thirty One Dollars (\$1,906,331.87) in lawful money of the United States of America, for the payment of that sum for the use and benefit of claimants as defined below.

The condition of this obligation is such that whereas the PRINCIPAL entered into a contract with CITY OF VANCOUVER dated _____, 20____, which contract is hereunto annexed and made a part hereof, for accomplishment of the all contract terms for the project described as follows:

ITB 21-23 TOWER MALL DEMOLITION

NOW THEREFORE, if the PRINCIPAL shall promptly make payments to all persons, firms, subcontractors, corporations and/or others furnishing materials for or performing labor in the prosecution of the Work provided for in the aforesaid contract, and any authorized extension or modification thereof, including all amounts due for materials, equipment, mechanical repairs, transportation, tools and services consumed or used in connection with the performance of such Work, and for all labor performed in connection with such Work whether by subcontractor or otherwise, and all other requirements imposed by law, then this obligation shall become null and void; otherwise this obligation shall remain in full force and effect, subject, however, to the following condition:

The above-named PRINCIPAL and SURETY hereby jointly and severally agree that every claimant, who has not been paid in full, may sue on this bond for the use of such claimant, prosecute the suit to final judgment in for such sum or sums as may be justly due claimant, and have execution thereon. The OBLIGEE shall not be liable for the payment of any judgment, costs, expenses or attorneys' fees of any such suit.

PROVIDED, FURTHER, that SURETY for the value received, hereby stipulates and agrees that all changes, extensions of time, alterations to the terms of the contract or to Work to be performed thereunder or the Specifications accompanying the same shall be within the scope of the SURETY's undertaking on this bond, and SURETY does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications shall automatically increase the obligation of the SURETY hereunder in a like amount, provided that the total of such increases shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the SURETY.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted, or if the full amount of the obligation is not exhausted and no claim is pending resolution, until such time as no further claims can be made pursuant to law with regard to the above-described project.

SURETY shall indemnify, defend, and protect the CITY OF VANCOUVER against any claim of direct or indirect loss resulting from the failure of the CONTRACTOR (or any of the employees, subcontractors, or lower tier subcontractors of the CONTRACTOR) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, materialpersons, or any other person who provides supplies or provisions for carrying out the work.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for all obligations of this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

SURETY

CONTRACTOR

By: _____

By*: _____

Title: _____

Title: _____

Street Address

Street Address

City, State ZIP

City, State ZIP

Phone Number

Phone Number

* Must be signed by president or vice-president of Contractor.

PERFORMANCE BOND

(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM. MUST BE ACCOMPANIED BY A POWER OF ATTORNEY FOR THE SURETY'S OFFICER AUTHORIZED TO SIGN)

KNOW BY ALL MEN BY THESE PRESENTS:

We the undersigned 3 Kings Environmental, Inc., PO Box 280, Battle Ground, WA 98604 as PRINCIPAL (hereinafter called CONTRACTOR), and _____ a corporation organized and existing under and by virtue of the laws of the state of _____ duly authorized to do surety business in the state of Washington and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner and which carries an "A" rating and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, to pay to CITY OF VANCOUVER as OBLIGEE (hereinafter called CITY OF VANCOUVER), the amount of One Million Nine Hundred Six Thousand Three Hundred Thirty One Dollars (\$1,906,331.87) in lawful money of the United States of America.

WHEREAS, the CONTRACTOR entered into a contract with CITY OF VANCOUVER dated _____, 20____, which Contract is hereunto annexed and made a part hereof, for accomplishment of the all contract terms for the project described as follows:

ITB 21-23 TOWER MALL DEMOLITION

NOW, THEREFORE, the condition of this obligation is such that if the CONTRACTOR shall promptly, truly and faithfully perform all the undertakings, covenants, terms, conditions, and agreements of the aforesaid contract and having performed its obligations thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever CONTRACTOR shall be declared by CITY OF VANCOUVER to be in default under the Contract Documents for the project described herein, the SURETY shall promptly remedy the default by completing the project in accordance with the Contract Documents and the project Specifications with a contractor approved by the CITY OF VANCOUVER. SURETY, for value received, further stipulates and agrees that all changes, extensions of time, alterations, or additions to the terms of the Contract or Specifications for the above described contract are within the scope of the SURETY's undertaking on this bond, and SURETY hereby waives notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications shall automatically increase the obligation of the Surety hereunder in a like amount, provided that such increase shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the Surety.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted.

SURETY shall indemnify, defend, and protect the CITY OF VANCOUVER against any claim of direct or indirect loss resulting from the failure of the CONTRACTOR (or any of the employees, subcontractors, or lower tier subcontractors of the CONTRACTOR) to faithfully perform the terms of the contract.

No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY OF VANCOUVER or its heirs, executors, administrators, successors or assigns.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for obligations on this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

SURETY

CONTRACTOR

By: _____

By*: _____

Title: _____

Title: _____

Street Address

Street Address

City State ZIP

City State ZIP

Phone Number

Phone Number

* Must be signed by president or vice-president of Contractor.



Staff Report 124-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/13/2021

SUBJECT Approval of purchasing authority for an Existing Contract with Cascade Fire Equipment C-100689; NPP-PS20225

Key Points

- By using this piggyback contract with Cascade Fire Equipment, the City can eliminate the lengthy process of gathering quotes and evaluating built designs that might not work for our fleet.
- Two units have been approved for purchase. One unit will be paid for by the City of Vancouver and the second unit to be funded by Fire District #5.
- The original contract was competitively bid and conforms to the bidding requirements set forth by the State of Washington as per the City's Procurement Department.

Strategic Plan Alignment

Goal 2: Provide effective, innovative and well-resourced police, fire and emergency medical services.

Present Situation

The Vancouver Fire Department was approved to add two Squad Rescue units to the fleet. These units are built using a Ford F550 chassis with a service body that houses fire suppression equipment in the rear.

Staff is requesting an increase to the approved contract to cover the amount of this purchase. This contract will only be needed for this purchase because it is specifically for this type of specialized equipment, which has a ten-year lifecycle.

Advantage(s)

1. We are using equipment specs and pricing from another municipality's contract.

2. Piggyback purchasing creates efficiency and saves time and other City resources. Specifically it eliminates the lengthy process of gathering quotes and evaluating built designs that won't work for our fleet.

Disadvantage(s)

None

Budget Impact

None. The purchases have already been authorized and the contract has been vetted by Procurement.

Prior Council Review

None

Action Requested

Approve purchases with Cascade Fire Equipment under the National Purchasing Partners Contract (NPP_Gov Contract #PS20225) for two Squad Rescue Units in an amount not to exceed \$600,000 over the life of the contract.

Dan Zenger, Equipment Services Manager, 360-487-8205

ATTACHMENTS:

- ▢ Purchase Agreement for Fire Apparatus
- ▢ Rescue Unit proposal
- ▢ Intergovernmental Cooperative Purchasing Agreement



CUSTOMIZING QUALITY SOLUTIONS AND RELIABLE SERVICE FOR YOUR FIRE AND SAFETY NEEDS

PURCHASE AGREEMENT FOR FIRE APPARATUS

This Agreement is hereby entered into by and between Cascade and Safety, Inc., located 123 South Front Street, Yakima, WA. 98901 ("Company") and City of Vancouver, Vancouver, WA ("Buyer") (hereinafter the "Parties"). For reference Fouts Bros is the apparatus builder.

1. **APPARATUS.** The Company agrees to sell, and the Buyer agrees to purchase Two (2), Fouts Bros, Inc. Squad/Rescues built on a Ford F-550 chassis (collectively hereinafter referred to as "Apparatus") described in the Company's quoted proposal and other supporting documents, which are attached hereto and hereby incorporated herein, all in accordance with the terms and conditions of this Agreement.
2. **PURCHASE PRICE.** Buyer agrees to pay a Purchase Price of ***One Hundred Seventy-Three Thousand Four Hundred Ninety-Three Dollars and No/100 (\$173,493.00)*** for one (1) completed Squad/Rescue per Buyer's Specifications and Cascade Fire & Safety's proposal specifications attached as part of this contract. Total for two (2) units per specifications is ***Three Hundred Forty-Six Thousand Nine Hundred Eighty-Six Dollars and No/100 (\$346,986.00)***. **The total above does not include tax.** Applicable Washington State Sales Tax will be included on the invoice for the Apparatus.
3. **COMPLETION & DELIVERY.** The unit will be delivered, and ready for final inspection, to Cascade Fire & Safety's facility in Yakima, WA within 320 calendar days after receipt of a signed contract. The pre-construction conference shall take place at the Departments main station, within 30-45 calendar days of receipt of a signed order. After a video/picture final inspection, the completed unit will be driven to Cascade Fire & Safety in Yakima, WA. The department will participate in a hands-on final inspection as Cascade Fire & Safety's facility in Yakima, WA.
4. **WARRANTIES:**
 - New Item(s) of Apparatus: The Company warrants each new item of Apparatus manufactured by it against defects in material and workmanship occurring within a period of one (1) year from the date of delivery to the original user/purchaser. The warranty provided herein is more particularly described in the Company's preprinted Statement of Warranty which is attached to this Agreement. In the event of any conflict between the Statement of Warranty and this Agreement, the Statement of Warranty shall govern. By Buyer's signature below, Buyer hereby acknowledges receipt of the Company's preprinted Statement of Warranty.
 - Item(s) of Apparatus not Manufactured by Company: With respect to any items of Apparatus which are not manufactured by the Company, such items are not warranted by the Company and Company hereby disclaims any and all warranties with respect to such item(s), express or implied, including warranties of merchantability and fitness for a particular purpose that may be attributed to Company under this Agreement or by law.
5. **NOTICE.** The parties to this Agreement designate the individuals executing this Agreement as the respective representative of the parties to this Agreement, for purposes of receiving communications regarding this Agreement.



CUSTOMIZING QUALITY SOLUTIONS AND RELIABLE SERVICE FOR YOUR FIRE AND SAFETY NEEDS

6. **ENTIRE AGREEMENT.** This Agreement, including its attachments and exhibits, constitutes the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements. No agent or representative of the Company has authority to make any representations, statements, warranties or agreements not herein expressed and all modifications or amendments of this agreement, including its attachments and exhibits, must be in writing signed by an authorized representative of each of the Parties hereto.
7. **BINDING EFFECT.** This Agreement shall be binding upon and shall insure to the benefit of the respective heirs, legal representatives, successors, and assigns of the Parties hereto.
8. **GOVERNING LAW.** This Agreement shall be governed by, and the rights and duties of the parties shall be construed and determined in accordance with, the laws of the State of Washington. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial [or other] Arbitration Rules, and judgment on the award rendered. In the event of litigation, the parties hereby stipulate that the Clark County Superior Court, State of Washington, is the proper venue for such dispute to be resolved.

Manufacturer's Statement of Origin. The Manufacturer's Statement of Origin ("MSO"), title application and all outstanding invoices shall be sent to the buyer in a timely manner after final payment has occurred.

Independent Contractors. It is the intention and understanding of the parties that Company is an independent contractor and that Customer shall be neither liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of employment. Company shall pay all income and other taxes as due. It is recognized that Company may or will be performing work during the term for other parties and that Customer is not the exclusive user of the services that Company provides.

Assignment. Company shall not assign or subcontract any of its obligations under this Agreement without Customer's written consent, which may be granted or withheld in Customer's sole discretion. Any subcontract made by Company shall incorporate by reference all the terms of this Agreement. Customer's consent to any assignment or subcontract shall not release Company from liability under this Agreement or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract.

9. **HEADINGS.** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.
10. **AUTHORIZATION.** The individual executing this Agreement on behalf of Buyer does hereby affirmatively represent that he/she has full and express authority to execute said Agreement on Buyer's behalf and to bind the Buyer to the same.



CUSTOMIZING QUALITY SOLUTIONS AND RELIABLE SERVICE FOR YOUR FIRE AND SAFETY NEEDS

11. **MISCELLANEOUS.** There are no third-party beneficiaries to this Agreement. This Agreement may not be assigned to a third party, unless consented to in writing by the non-assignor. Should any provision of this Agreement be deemed unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.
12. **HOLD HARMLESS/INDEMNIFICATION.** If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this Agreement, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for Customer to incur the services of an attorney to enforce any provision of this Agreement without initiating litigation, Company agrees to pay Buyer's reasonable attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.

IN WITNESS WHEREOF, the Company and the Buyer have caused this Agreement to be executed by their duly authorized representatives as of the date set forth by each.

Company: Cascade Fire Equipment, Inc.

Buyer: City of Vancouver

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

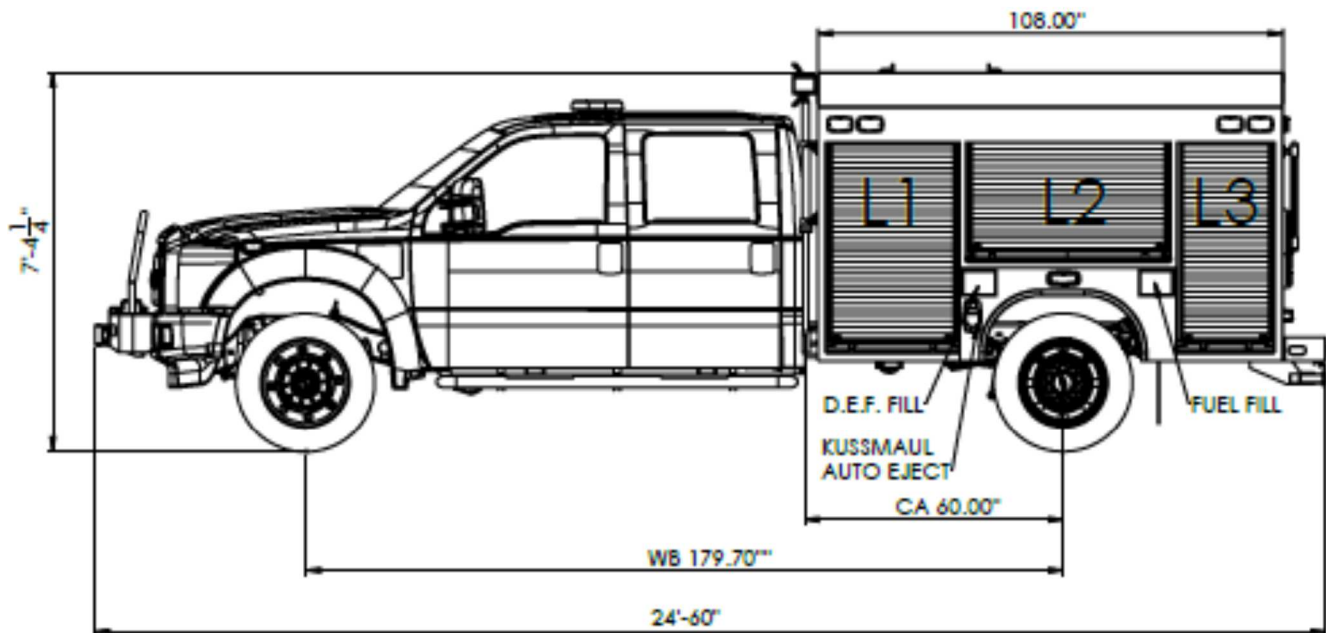
Date: _____

Date: _____

Rev.7, 01/19/2021

PROPOSAL
FOR

CITY OF VANCOUVER FIRE DEPARTMENT



LIGHT-DUTY RESCUE



Fouts Bros Light-Duty Rescue

SCOPE AND GENERAL REQUIREMENTS

It is the intent of the manufacturer to provide a new fire apparatus that will withstand the continuous use encountered in the emergency firefighting service. The apparatus shall be of the latest type, symmetrically proportioned and constructed with due consideration of the load to be sustained.

All parts not specifically mentioned herein, but which are necessary in order to furnish a complete fire apparatus, shall be furnished and shall conform to the best practices known to the fire apparatus industry.

The unit is to be of current year manufacture and is to be new and unused. The bid price shall not include any local, State, or Federal taxes. The Bidder shall not be liable for any State or Federally mandated tax or program after the sale of this apparatus.

These specifications shall be construed as minimum. Should the manufacturer's current published data or specifications exceed these, they shall be considered minimum and be furnished.

PRIME BIDDER, MANUFACTURER

The manufacturer shall be prime bidder and shall identify the location of their facility.

BIDDERS BACKGROUND

Bids are requested from responsible manufacturers who are engaged in the manufacture of fire apparatus. To insure reliable and complete acceptance of the apparatus, bidder shall have been in operation for a minimum of twenty (20) years in the manufacturing of fire apparatus.

The manufacturer of the apparatus must be fully owned and managed by a Parent Company, Corporation, or Individual(s) that is 100% held by United States of America based Company, Corporation, or United States citizen(s).

Proposals from any manufacturer that is fully or partially owned and/or operated by a foreign company, Corporation or Individual(s) under any type of ownership, partnership, or any similar type of agreement will be immediately rejected.

If the manufacturer of the apparatus, or if any owner, shareholder, or immediate relative of an owner or shareholder that has previously been involved in or held ownership in any company that has filed bankruptcy or any other type of reorganization plan, it must be clearly stated in the bid proposal. The statement must include details and dates of all occurrences.

FAMA COMPLIANCE

The apparatus manufacturer must be a current member of the Fire Apparatus Manufacturer's Association (FAMA) and must provide certificate of membership.

FAIR, ETHICAL AND LEGAL COMPETITION

In order to ensure fair, ethical, and legal competition the apparatus manufacturer shall have ever been fined or convicted of price fixing, bid rigging, or collusion in any domestic or international fire apparatus market.

PROPRIETARY PARTS

It is the intention of the purchaser for all bidders to furnish the apparatus with major parts commonly used by the heavy-duty truck manufacturers and open market vendors whereas replacement parts are more readily available and at reduced cost. The use of proprietary parts may not be acceptable to the purchaser.



Fouts Bros Light-Duty Rescue

MANUFACTURER'S DISCRETION

Materials, parts, or procedures used are subject to change at manufacturer's discretion at any time to provide equal or better products.

COOPERATIVE PURCHASING

The manufacturer shall be pleased to allow other public agencies to use the purchase agreement resulting from this invitation to bid unless the bidder expressly notes on the proposal form that prices are not available for tag-on. The condition of such use by other agencies shall be that any such agency must make and pursue contact, purchase order/contract, and all contractual remedies with the successful bidder. Such tag-ons shall be done so that the purchaser has no responsibility for performance by either the manufacturer or the agency using the contract.

PRODUCT QUALITY AND WORKMANSHIP

The components provided and workmanship performed shall be of the highest quality available for this application. Special consideration shall be given to the following areas:

- A). Accessibility to various components that require periodic maintenance or lubrication checks.
- B). Ease of vehicle and pump operation.
- C). Features beneficial to the intended operation of the apparatus.

Construction of the complete apparatus shall be designed to carry the loads intended to meet the road and terrain conditions and speed requirements desired when specified by the purchaser.

Welding shall not be employed in the assembly of the apparatus in a manner that will prevent the removal of any major component part for service and/or repair.

INSURANCE REQUIREMENTS

Each bidder must submit with their bid proposal a Certificate of Insurance listing the proposed manufacturer's product liability insurance coverage. Liability insurance shall be a minimum amount of ten (10) million dollars. Submitted certificate shall name the apparatus manufacturer, insurance company, policy number, and effective dates of the insurance policy. Bids submitted without the required certificate will be considered nonresponsive and automatically rejected. No exceptions are allowed to the minimum insurance coverage requirement.

The manufacturer shall maintain full insurance coverage on the purchaser's cab and chassis from time of first possession by the manufacturer until the apparatus is delivered and accepted by the purchaser (No Exceptions). Purchaser reserves the right to require proof of insurance from the manufacturer's insurance carrier prior to entering into a contract for the apparatus.

PAYMENT TERMS

Full payment for the apparatus shall be made at time of delivery of the completed vehicle. Due to insurance liability, the apparatus will not be left at the purchaser's location without full acceptance and payment or prior agreement between the Purchaser and Bidder.

Final delivery price shall not include any Local, State or Federal taxes. The manufacturer shall not be liable for any State or Federal mandated tax or program after sale or delivery of the apparatus.



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VEHICLE ACCEPTANCE AND DELIVERY

The customer shall pick up the vehicle at the manufacturing facility and shall supply evidence of sufficient insurance coverage to transport the vehicle.

FUEL TANK FILLED AT DELIVERY

The fuel tank and DEF tank (if applicable) shall be filled upon final delivery at the factory.

ONE YEAR APPARATUS WARRANTY

The complete apparatus detailed herein shall be warranted against defects in materials and workmanship for a period of twelve (12) months, effective upon pick up or delivery of the completed apparatus to the purchaser, as detailed in the respective warranty documents. Any unauthorized alterations or modifications to the apparatus shall void this warranty.

Other warranties, as provided by individual component manufacturers may extend beyond this warranty.

APPARATUS BODY WARRANTY, TEN-YEAR

The apparatus body as detailed herein shall have a structural warranty against defects in materials and workmanship for a period of ten (10) years, effective upon final payment in full by the Purchaser, and pick up or delivery of the completed apparatus to the Purchaser. Any unauthorized alterations or modifications to the body shall void this warranty.

PLUMBING WARRANTY, TEN-YEAR

A Stainless-Steel Plumbing/Piping warranty shall be provided by the apparatus manufacturer for products of its manufacture to be free from defects in material and workmanship, under normal use and service, for a period of ten (10) years effective upon final payment in full by the Purchaser and pick up or delivery of the completed apparatus to the Purchaser. Any unauthorized alterations or modifications to the plumbing shall void this warranty.

PAINT WARRANTY, FIVE-YEAR

The finish paint as used on the proposed apparatus shall be warranted against defects in materials and workmanship for a prorated period of five (5) years, effective upon final payment in full by the Purchaser, and pick up or delivery of the completed apparatus to the Purchaser. Any unauthorized alterations or modifications to the apparatus shall void this warranty.

APPARATUS ELECTRICAL WARRANTY, TWO-YEAR

The apparatus electrical system as detailed herein shall have an electrical warranty against defects in materials and workmanship for a period of two (2) years, effective upon final payment in full by the Purchaser, and pick up or delivery of the completed apparatus to the Purchaser. Any unauthorized alterations or modifications to the electrical system shall void this warranty.

APPARATUS DIMENSIONS

These are standard truck dimensions. Changes in configuration or additional options may affect these dimensions. The contract specification shall contain the exact dimensions.

OVERALL HEIGHT

The overall height shall be less than 96.00".



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OVERALL LENGTH

The overall length shall be no longer than 26.00'.

OVERALL WIDTH

The overall width of the body shall be 96.00" wide; chassis mirrors will extend out past this width.

ANGLE OF APPROACH

The angle of approach for the apparatus shall not be less than eight (8) degrees as specified by the current edition of NFPA 1901/ 1906.

ANGLE OF DEPARTURE

The angle of departure for the apparatus shall not be less than eight (8) degrees as specified by the current edition of NFPA 1901/ 1906.

COMPLIANCE

The fire apparatus shall be built to the purchaser's requirements in compliance to all State, Local, and Federal highway safety requirements. The vehicle is not intended to meet any or all standards of the NFPA.

CAB SAFETY SIGNS

The following safety signs shall be provided in the cab:

- One (1) FAMA 10 sign shall be visible to the driver. "Flying Object Crash Hazard. All equipment required to be used in emergency response must be securely fastened. Loose items may injure or kill during a crash."
- One (1) FAMA 07 sign shall be visible from each seat. "Crash Hazard. Occupants must be seated and belted when vehicle is in motion. Use only OEM approved belts. Unbelted occupants
- One (1) FAMA 15 sign shall be visible from each seat. "Crash Hazard. Do not wear helmet while seated. Serious head or neck injury may result from helmet use in cab. Failure to comply may injure or kill."
- One (1) FAMA 17 sign shall be visible to the driver. "Backing Hazard. Ensure that personnel are clear before driving in reverse. Always use a spotter when backing. Failure to comply may injure or kill."
- One (1) FAMA 42 sign shall be inside of the driver door. "Sirens produce loud sounds that may damage hearing. Roll up windows. Wear hearing protection. Use only for emergency response. Avoid exposure to siren sound outside of vehicle."
- "Do Not Move Apparatus When Light Is On" sign adjacent to the warning light indicating a hazard if the apparatus is moved (as described in subsequent section).

"NO RIDE" LABEL

A label shall be located on the vehicle at the rear step areas, and at any cross walkways, if they exist. The label(s) shall warn personnel that riding in or on these areas while the vehicle is in motion is prohibited.



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COMMERCIAL CHASSIS SPECIFICATION CHASSIS PROVIDER

The chassis, as detailed in these specifications, shall be ordered and supplied by the apparatus manufacturer.

CHASSIS

One (1) new FORD F-550 rear axle drive 4x4, dual rear wheels (DRW), four (4) door crew cab and chassis with XL trim.

Wheelbase: 179.70"
Cab to Axle: 60.00"

POWERTRAIN

Powerstroke 6.7L V-8 OHV direct diesel injection 32 valve intercooled turbo diesel engine.

Rated Brake Horsepower: 300 HP @ 2800 RPM

Rated Torque: 660 lb.-ft. @ 1,600 rpm

Stationary Elevated Idle Control, SEIC

Exhaust System: horizontally mounted, discharge on right side aft of wheels

TRANSMISSION

TorqShift 10-speed automatic with selectable drive modes.

FIRE/ RESCUE PREP PKG w/EPA SPECIAL EMISSIONS (LPO)

Includes 7,000 lbs. max front springs/GAWR rating for configuration selected. Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer. Ford urges Fire/Rescue Vehicle manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builders Layout Book (and pertinent supplements). NOTE 1: Stationary Elevated Idle Control (SEIC) has been integrated into the engine control module. NOTE 2: Engine calibration significantly reduces the possibility of depower mode when in stationary PTO operation. NOTE 3: Operator commanded regen allowed down to 30% of DPF filter full, instead of 100%. NOTE 4: Must meet the definition of an Emergency Vehicle, an Ambulance or Fire Truck per 40 CFR 86.1803.01 in the Federal Register. NOTE 5: California Code of Regulations allows for the sale of Federally certified emergency vehicles in California.

Includes:

- Dual Extra Heavy-Duty Alternators (Total 377-Amps)
- Operator Commanded Regeneration (OCR) Includes active regeneration inhibit.

MANUAL REGENERATION

A push button switch on the dash to initiate manual DPF regeneration.

Fuel Tank: 40-gallon aft axle with auxiliary fuel tap, to provide fuel to an auxiliary truck body mounted diesel engine (if applicable).

REAR AXLE RATIO

The ratio of the rear axle shall be 4.10 limited slip.



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FORD SUPERDUTY WARRANTY

Description	Months/Distance
Basic.....	36 month/36,000 miles
Powertrain.....	60 month/60,000 miles
Corrosion Perforation.....	60 month/unlimited mileage
Roadside Assistance	60 month/60,000 miles
Diesel Engine	60 month/100,000 miles

CHASSIS PAINT COLOR

The cab shall be painted a single color by the chassis manufacturer.

Color: Ford Race Red

Paint Number: PQ

CHASSIS MODIFICATIONS

The following modifications and installations shall be performed on the chassis upon delivery to the apparatus manufacturer:

STEP BARS

One (1) set of black powder coated steel step bars shall be mounted to each side of the chassis. There shall be a slip resistant step pad located bellow each chassis door.

FRONT MOUNTED WINCH

A WARN model M12000 electric winch with 12,000 pound (5,440 kg) rated line pull shall be installed in the brush guard. The winch shall be equipped with 125.00' of 3/8" diameter wire rope, clevis hook and a 4-way roller fairlead. The winch shall be operated through a 12.00' pendant with a handheld control. The winch shall include an automatic mechanical cone brake. It shall feature an easy to use free-spooling rotating ring gear clutch.

GRILLE GUARD - STAINLESS STEEL

A Warn model 98205 Trans4mer Gen II grille guard shall be provided. The grille guard shall be provided with a stainless-steel finish.

WINCH CARRIER - LARGE FRAME - BLACK FINISH

A Warn model 90110 large frame winch carrier shall be installed in grille guard. It shall be capable of carrying Warn winch models 16.5ti, M15, M12, and M8274-50.

The winch carrier shall have a powder coated black finish.

TOWING HITCH RECEIVER

A trailer towing hitch receiver with safety chain anchors shall be installed at the rear of the apparatus.

The hitch receiver shall be constructed of heavy steel tubing and reinforced to the apparatus framework. The hitch receiver shall have a Class V rating of 16,000 pounds towing and 1,600 pounds tongue weight when used with a weight distributing hitch assembly.

The receiver shall accept a 2.00" hitch.

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One (1) 7-prong connector with a weatherproof cover shall be supplied and mounted near the rear receiver tube.

TIRE PRESSURE MANAGEMENT

There will be a RealWheels LED AirSecure™ tire alert pressure management system provided, that will monitor each tire's pressure. A sensor will be provided on the valve stem of each tire for a total of six (6) tires.

The sensor will calibrate to the tire pressure when installed on the valve stem for pressures between 10 and 200 psi. The sensor will activate an integral battery-operated LED when the pressure of that tire drops 5 to 8 psi.

Removing the cap from the sensor will indicate the functionality of the sensor and battery. If the sensor and battery are in working condition, the LED will immediately start to flash.

WHEEL COVERS

Each wheel shall have one (1) stainless steel wheel cover installed.

CHASSIS TOW HOOKS

The front tow hooks shall be provided as detailed in the chassis specifications.

TOW HOOKS – REAR

Two (2) heavy-duty cast-iron tow hooks shall be installed at the rear of the body above the rear step. The tow hooks shall be installed, one (1) on each side, bolted to the chassis frame rails.

FRONT MUD FLAPS

A pair of black rubber mud flaps shall be provided as detailed in the chassis specifications.

REAR MUD FLAPS

A pair of black rubber mud flaps, with the Manufacturer's logo, shall be provided and installed behind the rear wheels.

CENTER CONSOLE

A center console fabricated from aluminum shall be furnished and shall be located between the driver and officer's seats.

The forward area of the console shall have a mounting surface for emergency lighting switch panels and/or electronic siren control boxes within reach of the driver or officer.

SEATING MODIFICATION

The center portion of the 40/20/40 split bench seat shall be removed to accommodate the installation of the specified console.

ROCKER SWITCH PANEL

A rocker type switch panel with a "Master Switch" and individual switches will be installed to provide the ability to de-activate individual lighting units, should the driver/officer require it. This panel will be lettered and lighted and conveniently mounted in the cab.

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SWITCH PANEL LOCATION

The switch panel shall be located on the center console.

BATTERY SYSTEM

The battery system shall be supplied with the chassis.

MASTER BODY DISCONNECT SWITCH

A master body disconnect on/off switch shall be provided in the cab, near the driver's door. The switch shall disconnect the power to the apparatus body when the ignition switch is in the off position.

One (1) reset breaker shall be installed between the solenoid output and any electrical load.

One (1) indicator light shall be provided to indicate the apparatus 12-volt system is on. The light shall be located in the chassis cab and be visible from the driver's positions. The light shall be green in color and labeled "Master Battery".

BATTERY CHARGER, BUILT-IN BATTERY SAVER

One (1) Kussmaul Auto Charge 1000 PLC, model #091-215-12, 15-amp battery charger and 3 amp battery saver shall be installed.

The Auto Charge 1000 PLC with Parasitic Load Compensation (PLC) is a compact, microprocessor controlled, completely automatic, single channel battery charger designed for vehicles with a single battery system. The PLC charger is designed to withstand the shock and vibration encountered by vehicle mounted equipment.

The battery saver component shall eliminate drain on vehicle's battery system when vehicle is not in use. The system shall automatically disconnect auxiliary vehicle loads from battery when the charger is energized.

Parasitic Load Compensation feature is designed specially to meet the heavy duty requirements of emergency vehicles. Parasitic load compensation allows you to input the total number of parasitic load amps on the vehicle. Then the charger will shift the absorption stage set point so the battery voltage will drop to the float voltage when the desired current is reached. This will lead to a longer battery life and no overcharging or overheating.

The charger shall have the following operational specifications:

- 120 volts AC input at 3.5 amps
- Battery Charger: 12 volts DC output at 15 amps
- Battery Saver: 3 amps 12-volt DC output
- 8 Pin Selector Switch on front panel
 - Battery Type: Lead-Acid, Gel Cell, AGM or Odyssey
 - Float / 3-Step
 - Battery Saver ON/OFF
 - Parasitic Load Compensation
- AC power applied light on front panel
- System LED Status Indicator on front panel
- Dimensions of: 9.35" high x 5.9" wide x 4.725" deep and weighs 11 lbs.



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120 VOLT SHORELINE CONNECTION - "SUPER" AUTO EJECT

One (1) Kussmaul "Super" Auto Eject model 091-55-20-120, automatic, 120-volt, 20-amp shoreline disconnect shall be provided for the on board, 120 volt battery charging systems.

AUTO-EJECT MATING PLUG

A Kussmaul model # 5-20P-H, 20 amp mating female cord end shall be shipped loose with the apparatus to allow the Fire Department to connect cord end to a Fire Department provided charging cord.

BATTERY CHARGER DISPLAY/ COVER

One (1) Kussmaul model 091-55-234-YW universal single battery bank voltage display/ auto eject cover shall be supplied with the charger.

The cover shall be yellow in color.

SHORELINE RECEPTACLE LOCATION

The shoreline receptacle shall be located on the left-hand side of the apparatus in a pre-determined location by the manufacturer.

BACK-UP ALARM

One (1) 97 DB back up alarm shall be provided and installed at the rear of the unit. It shall be wired to activate when the transmission is placed in reverse.

REAR PUMP "DROP IN"

The pump shall be mounted at the apparatus rear, mounted in the open rear cavity of the body.

ELECTRIC START WIRING TO CHASSIS

The 12-volt positive and negative cables shall be provided from the chassis battery to the fire pump area, wired through the master disconnect solenoid system.

PORTABLE PUMP, GASOLINE

The pump shall be a CET DI-PFP-20hpHND-MR single stage centrifugal pump, bolted directly to the engine, with a 2.50" Victaulic suction inlet, and a 1.50" flange discharge outlet.

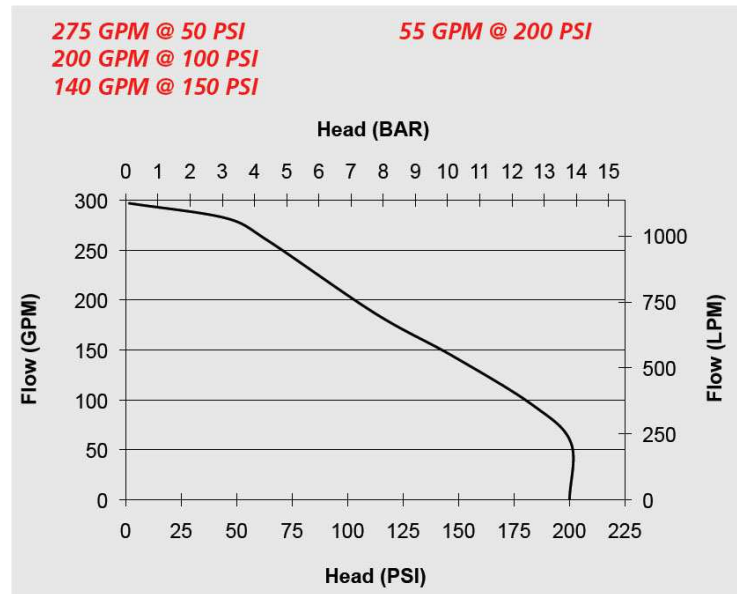
The volute and pump head shall be a lightweight, high strength, seawater resistant, aluminum alloy. The impeller shall be a bronze enclosed type for maximum efficiency, fully machined and balanced. The engine crankshaft shall serve as the pump shaft, with the impeller mounted directly on the crankshaft. The shaft seal shall be self-adjusting, self-lubricating, and mechanical type.

The pump piping shall be flexible to prevent any breakage caused by vibration.

The pump shall be capable of a maximum discharge volume of 275 GPM. at 50 PSI, and a maximum discharge pressure of 200 PSI while pumping 55 GPM.

The performances are based on a maximum altitude of 500-ft and any higher elevation will lower the pump performance. The standard engine performance drops 3% for every 1000 ft.

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PUMP ENGINE

The pump shall be driven by a 4-stroke Honda gasoline powered, 20 horsepower engine. The engine shall be air-cooled, 12-volt electric start.

THREE YEAR FIRE PUMP WARRANTY

A three (3) year warranty for the CET fire pump shall be provided.

ELECTRIC START WIRING TO CHASSIS

The 12-volt positive and negative cables shall be provided from the chassis battery to the fire pump area, wired through the master disconnect solenoid system.

REMOTE FUEL TANK

The pump engine shall be supplied by an external 3.00-gallon fuel tank. It will be large enough to run the pump motor for one (1) hour at its rated capacity and pressure as per NFPA 1906, 8.10.1. Tank will be mounted with ease of filling in mind.

PRIMER- EXHAUST

The pump engine shall be equipped with a quieter exhaust venturi type primer capable of 15.00' – 20.00' lift for fast positive priming. The control for the primer shall be capable of being operated by a person operating controls at the primary pump operator's position.

PUMP CONTROLS

A control panel shall be supplied and installed on the pump. The controls shall consist at a start switch, throttle and choke cable controls, hour meter, 2.50" diameter discharge pressure gauge and a work light.

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HOSE THREADS

All hose threads shall be NST on all base threads on the apparatus intake and discharges, unless otherwise specified.

LABELS

All controls, inlets, and discharges shall be clearly labeled. The labels shall comply with applicable NFPA standards.

SUCTION PIPING

All piping on the suction side shall be made of stainless steel (welded joints), painted red. The suction piping, the pump and the discharge shall be tested to 400 PSI.

The suction piping shall consist of a 2.50" tank to pump line with a 2.50" flexible rubber hump hose to minimize flex and vibration between the pump and the tank.

RIGID PIPING SHALL NOT BE ACCEPTABLE.

Between the tank and the pump there shall be a 2.50" industrial valve. This valve shall remain open to pump from the tank.

This pipe shall have a tee into the suction side of the pump and shall continue to the rear of the truck for overboard suction where there shall be an additional 2.50" Industrial Valve.

To draft, the tank to pump valve shall be closed, a suction hose connected to the overboard suction connection and placed in a static water supply, and the primer activated.

The overboard suction connection shall have a 2.50" NST male adapter and a 2.50" NSTF cap with retaining cable.

DISCHARGE PIPING

All piping shall be stainless-steel piping or high-pressure flexible hose. A 2.50" X 2.50" square stainless-steel manifold shall be piped directly to the discharge outlet of the pump. Attached to this discharge manifold, by means of welded stainless-steel pipe nipples, shall be all the discharge valves. All piping shall be painted red to match the pump.

The discharge shall be equipped with a drain valve at the lowest point.

TANK FILL

There shall be a 1.00" valve piped from the discharge manifold as a means for refilling the tank. The valve shall be an industrial quarter turn valve handle and 1.00" NPT threads, and shall be connected to the tank fill port by 1.00" high pressure flexible hose.

One (1) 2.50" DISCHARGE TO REAR

There shall be One (1) 2.50" valve piped from the discharge manifold to the rear of the truck for connection of forestry hose. Each valve shall be an industrial valve with handle and terminate with a 2.50" male NST threads. Each valve shall be furnished with a 2.50" NST cap and chain.



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1.50" DISCHARGE TO PRECONNECTED HOSE TRAY

There shall be One (1) 1.50" valve piped from the discharge manifold to the hose tray One (1) discharge line(s).

The valve(s) shall be an industrial valve with handle and be connected to the hose tray(s) by high pressure flexible plumbing.

The pre-connected discharge shall terminate with a chicken swivel adapter with 1.50" male NST threads.

DISCHARGE TO BOOSTER REEL

There shall be a 1.00" valve piped from the discharge manifold to the booster reel. The valve shall be an industrial, quarter turn valve handle and 1.00" NPT threads, and shall be connected to the reel by 1.00" high pressure flexible hose.

BOOSTER HOSE REEL

One (1) HANNAY painted steel booster reel with electric rewind shall be supplied and installed. The reel shall be capable of carrying 150.00' of 1.00" booster hose.

The reel shall have a 1.00" Female NPT inlet connection with a 90-degree ball bearing swivel joint. The reel shall have a 1.00" Male NST outlet.

The reel shall have an auxiliary gear-driven crank rewind that shall be easily accessible.

REEL LOCATION

The booster hose reel shall be installed on the center top of the water tank so the hose will exit either the right or left sides of the apparatus.

Two (2) hose reel rewind switches shall be installed, and properly labeled. Each switch shall be a weather-resistant momentary push button switch. They shall be located one (1) each side of the body, above the rear wheel well.

The reel shall have side facing guides and rollers to reduce hose wear and shall be capable of pulling off the left- and right-hand side of the unit.

Two (2) polished aluminum roller assemblies shall be provided, one (1) on each side of the apparatus body on top of the side compartments. The rollers shall be designed to allow hose from the center mounted hose reel to be unloaded to either side of the vehicle without snagging equipment on the apparatus. The distance between the rollers shall not exceed the width of the hose reel.

BOOSTER REEL HOSE

The booster reel shall be supplied with 150' of 1.00" NST red Reel-Lite booster lightweight woven TPU forestry reel hose. The hose shall have a minimum proof test pressure of 600 PSIG.

FOAM SYSTEM - CLASS A

There shall be a Scotty model 4171 around the pump foam eductor / mixer installed integral to the pump. The eductor shall be plumbed from the foam cell with 0.50" flexible reinforced tubing to throughout the eductor to a suction fitting on the pump impeller housing. The eductor shall be calibrated to educt foam concentrate of 0% to 3.75% at flow rates from 15 to 125 at 100 psi.



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BOOSTER TANK

The tank shall have a capacity of 300 US gallons / 249 Imperial gallons / 1136 liters.

The tank shall be manufactured by CET.

WATER TANK

The water tank shall be constructed of 0.50" thick polypropylene sheet. The material shall be of a certified, high quality, non-corrosive, stress relieved thermos plastic, black in color with a textured finish, and UV stabilized for maximum protection. The skid type booster tank shall be of a standard configuration and shall be so designed to have complete modular slide in capability. All joints and seams are to be fully welded and electronically tested for maximum strength. The unit shall incorporate transverse partitions manufactured for 0.50" polypropylene which shall interlock with a series of longitudinal partitions constructed of 0.50" polypropylene. All swash partitions shall be so designed to allow for maximum water and air flow between compartments and are fully welded to each other as well as to the inside of the tank.

The passenger side rear wall of the tank shall have a standard built in sight gauge 2.00" in width, and 70% transparent.

Tank will be baffles in accordance with NFPA bulletin 1906 requirements, latest version.

FILL TOWER & TANK COVER

The tank shall be equipped with a combination vent/overflow and manual fill tower. The fill tower shall be an 8.00" round by 6.00" high with a molded drop-on type cover. The cover shall be fastened to the tower with a tether to prevent loss. The tower shall be located in the right rear corner of the tank. There shall be a vent / overflow installed inside and to the extreme rear of the tower approximately 2.00" down from the top. This vent / overflow shall be of a standard schedule 40 polypropylene pipe with minimum ID of 3.00". The vent / overflow shall be piped internally and exit out at the passenger side tank wall with a 1.00" extension past the wall.

The tank cover shall be constructed of 0.50" thick polypropylene, black in color, UV stabilized.

SUMP

The floor of the tank shall be manufactured from 0.75" polypropylene. There shall be one (1) sump as standard per tank. The sump shall be integral to the tank floor and be a minimum of 0.625" deep recessed into the floor. The sump shall not be visible from or protrude through the bottom of the tank.

TANK OUTLETS

There shall be two standard tank outlets located in the same vertical plane on the driver side rear wall of the tank. One (1) 2.50" female NPT tank to pump suction fitting and one (1) 1.50" female NPT tank fill fitting with flow deflector.

1.00" TANK DRAIN

There shall be a 1.00" tank drain to the rear side of the tank with a plug.

TANK MOUNTING BLOCKS

The cover shall incorporate two (2) booster reel mounting blocks that shall be to accommodate two (2) each sliding nut fasteners. These mounting blocks shall be welded to the covers running from the rear edge of the tank forward.



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SKID BASE

There shall be a full width skid base manufactured of 0.75" polypropylene welded to the tank. This base shall be 48.00" wide by 96.00" long and shall extend 34.00" past the tank in the rear to allow for pump mounting. The pump mounting area shall be supported by 0.50" polypropylene gussets 15.00" high by 32.00" long. The gussets shall be equipped with 2.00" holes to assist in lifting the unit.

FOAM TANK - 10 US GALLONS - CLASS A

A foam tank shall be installed inside the main water tank. The foam tank shall have a capacity of 10 U.S. gallons for Class A foam.

CET WATER TANK WARRANTY LIMITED LIFETIME

CET Fire Pumps, Mfg. warrants each CET water and/or foam tank to be from manufacturing defects in material and workmanship for the service life of the original vehicle. Every CET tank shall be thoroughly inspected and tested for leaks before leaving our facility and must be installed in accordance with the CET Fire Pumps, Mfg. installation guidelines.

CET will repair or, at its option, replace the tank with a new tank. CET will cover customary and reasonable costs to remove and install the tank. This warranty will not cover the tanks that have been improperly installed, misused, or abused. The serial number must not have been altered, defaced or removed. CET will not cover any unauthorized third-party repairs or alterations. Any of these actions may void the warranty.

There are no warranties, expressed or implied, which extend beyond the description of the face, hereof. There is no express or implied warranty of merchantability or a warranty of fitness for a particular purpose. Additionally, this warranty is in lieu of all other obligations or liabilities on the part of CET Fire Pumps, Mfg.

This warranty contains the entire warranty. It is the sole warranty and price agreements or representation, whether oral or written, are either merged herein or expressly canceled. CET Fire Pumps, Mfg. neither authorizes any person supposing to act on its behalf to change, nor assume for it, any warranty or liability concerning its product.

In no event will CET Fire Pumps, Mfg. be liable for an amount in excess of the currently published retail price plus installation and removal cost of the tank, for any loss or damage, whether direct or indirect, incidental, consequential, or otherwise arising out of failure of its product.

This warranty gives you the specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow exclusion or limitation of incidental or consequential damage, so the above limitation or exclusion may not apply to you. Since some states do not allow limitations on the length of an implied warranty, the above limitation may not apply to you.

The warranty is transferable within the United States and Canada at the discretion of CET Fire Pumps, Mfg. by notifying CET Fire Pumps, Mfg. within thirty (30) days of the vehicle transfer date. At that time, CET will, at its discretion, provide a transfer of ownership form.

BODY AND RELATED COMPONENTS **FIRE BODY & RELATED COMPONENTS** **OVERALL DIMENSIONS**

The body shall be 108.00" Long x 94.00" wide x 64.125" high with fender well positioned for a 60.00" cab-to-axle dual rear wheel chassis. The cargo bed floor width shall be 49.75" wide.

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FLOOR AND UNDERSTRUCTURE

The compartment floor shall be a single piece design made of .1875" aluminum tread bright. The floor shall be supported by front and rear extruded 6061 aluminum alloy 2.00" x 4.00" x .250" wall structural tube crossmembers and incorporating flange style direct body mounting plates. The center section of the floor shall be supported by two (2) additional crossmembers of 2.00" x 2.00" x .250" structural aluminum tube, interlocked with three (3) longitudinal 2.00" x 2.00" x .250" sections of structural aluminum tube, connecting the front most and rearmost crossmembers. The front of the body shall be closed in with a .125" aluminum bulkhead panels the same height as the body, creating a 47.0" high cargo bed between the side compartments.

COMPARTMENT CONFIGURATION

There shall be a total of six (6) flush floor body side compartments; three (3) on each side comprised of a front vertical and rear vertical compartment, separated by a horizontal center compartment, over the wheel well. A rear access open top cargo compartment shall run the length of the body, between the side compartments.

The compartments shall be completely formed of .125" 5052-H32 aluminum alloy and shall have a tested floor area load of 300 pounds combined with a shelf load of 250 pounds.

ALUMINUM TREADPLATE CARGO FLOOR

The center cargo floor shall be 3003 alloy .1875" embossed aluminum treadplate.

FENDER PANELS

A single piece wheel well panel made of .125" aluminum shall be installed with no sharp edges to cut or damage cleaning equipment used in the wheel well area. The wheel well design shall provide for maximum wheel jounce and for use of tire chains without contacting the fender panel.

TREADPLATE AND TRIM

All Tread Brite overlays shall be 3003-H14 bright aluminum.

REAR WHEELWELL LINERS

The rear wheelwells shall be equipped with replaceable circular liners to prevent road debris damage to adjacent side compartments. The liners shall be made from a single circular panel of .090" smooth aluminum and shall be the full depth of the side compartments. They shall be bolted in place and shall feature end flange bottom drains.

COMPARTMENT VENTS

Each body side compartment shall be properly vented in a manner that will minimize the possibility of moisture and road dirt entering the compartment. Venting shall be to atmosphere for front and rear side compartments. The center wheel well compartments shall be vented to the front and rear compartments.

ADJUSTABLE SHELVING TRACKS

All side body compartments be furnished with adjustable shelving track installed. The shelving track shall include a minimum of four (4) aluminum Uni-strut style channel tracks, mounted vertically on compartment side walls or vertical partitions. There shall be one (1) formed aluminum shelf angle bracket per shelving track to mount each shelf, tray, or adjustable storage module. Shelving hardware shall be heavy-duty commercial quality, providing unlimited vertical position adjustments.

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ADJUSTABLE TRAYS

Adjustable trays shall be installed as directed by the purchaser. Trays shall be made of .125" smooth aluminum with a 2.00" high perimeter retaining lip with welded corners. Trays shall have a rated capacity of 300-lbs. and shall be supported by a minimum of two (2) heavy-duty shelf brackets. Trays shall have a maintenance free mill finish.

BODY FRONT WALL OVERLAY

There shall be .125" polished aluminum Tread Brite provided for the entire front of the body to protect the paint from road debris and paint chipping.

COMPARTMENT TOP PROTECTION

There shall be .125" embossed aluminum treadbrite overlays provided for the apparatus side compartment tops. The compartment top overlays shall incorporate outer edges formed down at an angle to provide a drip eave above the compartment doors. Inner edges shall be formed up, providing a scuff flange for the side panels.

REAR BODY FENDERETTES

A roll-formed, polished stainless steel fenderette shall be installed around the outboard edge of the rear wheel well openings to protect the body sides from road debris. They shall be bolted to the body and shall be replaceable.

BODY SIDE RUB RAILS

Replaceable extruded aluminum channel rub rails, 2.00" high x 1.00" deep x 0.125" wall, shall be provided below the lower side compartments. Each rub rail shall have a black rubber bumper strip and mounting stand-off spacers. All rub rail ends shall be angle cut, back toward the body to eliminate the possibility of snagging crew clothing or equipment.

ROLL-UP DOORS

All lower compartment doors shall be equipped with AMDOR brand roll-up doors. The slats shall be 1.00" double wall aluminum with continuous ball and socket hinge joints designed to prevent water ingress and weather tight recessed dual durometer seals.

The interior door curtains shall be smooth to prevent equipment hang-ups. The door tracks and side frames shall each be one-piece aluminum. Each side seal shall be recessed, and non-marring with UV stabilizers to prevent warping.

The bottom panel flange shall have cut-outs for ease of access with gloved hands. The door strikers shall provide support beneath the lift bar to prevent door curtain bounce and potential false door ajar indications.

The roll-up doors shall not be supplied with locks.

COMPARTMENT LIGHT(S)

One (1) full height Luma Bar LED strip light(s) shall be installed inside each of the body compartments.

The compartment light(s) shall be controlled by a magnetic "On-Off" switch located on each compartment door.

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LEFT SIDE COMPARTMENT IN FRONT OF REAR WHEELS, L1

There shall be one (1) full height compartment ahead of the rear wheels, approximately 27.00" wide x 53.00" high x 22.00" deep. The clear door opening shall be approximately 25.13" wide x 45.94" high.

The compartment shall have a roll up door. The door shall have a satin finish.

COMPARTMENT LIGHT(S)

One (1) full height Luma Bar LED strip light(s) shall be installed inside the compartment.

The compartment light(s) shall be controlled by a magnetic "On-Off" switch located on each compartment door.

ADJUSTABLE SHELVING TRACKS

There shall be vertically mounted uni-strut shelf trac for shelving installation.

ADJUSTABLE SHELF

There shall be One (1) adjustable shelf located in the compartment.

LEFT SIDE ABOVE WHEEL COMPARTMENT, L2

There shall be one (1) standard height compartment above of the rear wheels, approximately 49.75" wide x 32.00" high x 22.00" deep. The clear door opening shall be approximately 47.88" wide x 24.94" high.

The compartment shall have a roll up door. The door shall have a satin finish.

COMPARTMENT LIGHT(S)

One (1) full height Luma Bar LED strip light(s) shall be installed inside the compartment.

The compartment light(s) shall be controlled by a magnetic "On-Off" switch located on each compartment door.

ADJUSTABLE SHELVING TRACKS

There shall be vertically mounted uni-strut shelf trac for shelving installation.

ADJUSTABLE SHELF

There shall be One (1) adjustable shelf located in the compartment.

LEFT SIDE COMPARTMENT BEHIND REAR WHEELS, L3

There shall be one (1) full height compartment behind of the rear wheels, approximately 21.00" wide x 53.00" high x 22.00" deep. The clear door opening shall be approximately 19.13" wide x 45.94" high.

The compartment shall have a roll up door. The door shall have a satin finish.

COMPARTMENT LIGHT(S)

One (1) full height Luma Bar LED strip light(s) shall be installed inside the compartment.

The compartment light(s) shall be controlled by a magnetic "On-Off" switch located on each compartment door.

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ADJUSTABLE SHELVING TRACKS

There shall be vertically mounted uni-strut shelf trac for shelving installation.

ADJUSTABLE SHELF

There shall be One (1) adjustable shelf located in the compartment.

RIGHT SIDE COMPARTMENT IN FRONT OF REAR WHEELS, R1

There shall be one (1) full height compartment ahead of the rear wheels, approximately 27.00" wide x 53.00" high x 22.00" deep. The clear door opening shall be approximately 25.13" wide x 45.94" high.

The compartment shall have a roll up door. The door shall have a satin finish.

COMPARTMENT LIGHT(S)

One (1) full height Luma Bar LED strip light(s) shall be installed inside the compartment.

The compartment light(s) shall be controlled by a magnetic "On-Off" switch located on each compartment door.

ADJUSTABLE SHELVING TRACKS

There shall be vertically mounted uni-strut shelf trac for shelving installation.

ADJUSTABLE SHELF

There shall be One (1) adjustable shelf located in the compartment.

RIGHT SIDE ABOVE WHEEL COMPARTMENT, R2

There shall be one (1) standard height compartment above of the rear wheels, approximately 49.75" wide x 32.00" high x 22.00" deep. The clear door opening shall be approximately 47.88" wide x 24.94" high.

The compartment shall have a roll up door. The door shall have a satin finish.

COMPARTMENT LIGHT(S)

One (1) full height Luma Bar LED strip light(s) shall be installed inside the compartment.

The compartment light(s) shall be controlled by a magnetic "On-Off" switch located on each compartment door.

ADJUSTABLE SHELVING TRACKS

There shall be vertically mounted uni-strut shelf trac for shelving installation.

ADJUSTABLE SHELF

There shall be One (1) adjustable shelf located in the compartment.

RIGHT SIDE COMPARTMENT BEHIND REAR WHEELS, R3

There shall be one (1) full height compartment behind of the rear wheels, approximately 21.00" wide x 53.00" high x 22.00" deep. The clear door opening shall be approximately 19.13" wide x 45.94" high.

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The compartment shall have a roll up door. The door shall have a satin finish.

COMPARTMENT LIGHT(S)

One (1) full height Luma Bar LED strip light(s) shall be installed inside the compartment.

The compartment light(s) shall be controlled by a magnetic "On-Off" switch located on each compartment door.

ADJUSTABLE SHELVING TRACKS

There shall be vertically mounted uni-strut shelf trac for shelving installation.

ADJUSTABLE SHELF

There shall be One (1) adjustable shelf located in the compartment.

REAR BODY CONFIGURATION, OPEN

The cargo area of the apparatus body shall be left uncovered for the installation of a skid unit.

UPPER BODY SIDE PRE-CONNECT HOSE TRAY, LH SIDE

One (1) upper body pre-connect hose tray shall be provided atop the left side of the body with dimensions of approximately 108.00" long x 21.00" wide x 8.00" tall. The hose tray shall contain the pre-connect listed in the plumbing section.

The hose tray shall be constructed entirely of .125" aluminum tread plate on all exterior surfaces and shall be enclosed on three sides with an open rear area with a hose securement safety strap.

The hose tray shall have a lift-up door installed, that shall open towards the outside of the body. The door shall have a stainless-steel hinge and a gas shock strong enough to hold the door open at 90 degrees. Two (2) draw style latches shall be installed to hold down the door.

There shall be a vinyl cover installed at the rear of tray. The cover shall be secured with a black shock cord/ hook system on the bottom and permanently secured on the top.

The cover shall be black in color.

UPPER BODY SIDE COMPARTMENT, RH SIDE

One (1) coffin box approximately 108.00" L x 21.00" W x 8.00" T shall be mounted atop the right side of the body.

The compartment shall be constructed entirely of .125" aluminum tread plate on all exterior surfaces.

The compartment shall have a lift-up door installed, that shall open towards the outside of the body. The door shall have a stainless-steel hinge and a gas shock strong enough to hold the door open at 90 degrees. Two (2) draw style latches shall be installed to hold down the door.

FUEL FILL W/ ACCESS DOOR

One (1) Cast Products aluminum fuel fill with a hinged access door shall be installed in the left-hand side wheel well rear of the axle. It shall be labeled "Ultra Low Sulfur Diesel Fuel Only".

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DEISEL EXHAUST FLUID FILL

The deisel exhaust fluid fill shall be located in between the body and the chassis on the left-hand side. It shall be labeled "Diesel Exhaust Fluid Only".

REAR PLATFORM STEP

A modular bolt-on rear platform step made of .188" embossed aluminum Tread Brite shall be installed on the rear of the apparatus to provide a full width step area with sufficient support to prevent deflection when in use by several crew members. The outside edges of the rear platform shall be flush with the side body rub rails to maintain a uniform appearance. The step shall protrude 10.00" back from the rear of the body and shall be spaced away from the body to allow water run-off.

REAR STEP RISER

A full width, one-piece aluminum treadplate step riser shall overlay the area at the rear of the body, between the lower edge of the cargo area floor and the top of the rear step.

EXTERIOR GRAB RAILS

Each grab rail shall be non-slip, 1.25" diameter extruded polished aluminum grab rails with rubber inserts designed to provide maximum gripping ability, strength, and durability. The rails shall comply with NFPA 1901-2009.

GRAB RAILS, REAR STEP, VERTICAL

Two (2) extruded aluminum non-slip grab rails, approximately 24.00" in length, shall be provided and vertically mounted on the rear of the apparatus, one (1) on each side of the body.

12 VOLT ELECTRICAL SYSTEM

The truck shall have a 12-Volt electrical system. All wiring will be run in convoluted high temperature plastic loom. The wiring shall be color-coded, numbered, and function imprinted for permanent identification. All wiring devices shall be rated to carry 125% of the maximum ampere load for which the circuit is protected. All added electrical equipment shall be served by circuits separate and distinct from the chassis circuits. All solenoids, relays, and terminal blocks will be located in an easily accessible area. All circuits provided shall have properly rated low voltage over current protective devices. All electrical will be accordance with modern automotive wiring standards. All under side terminal junctions shall be fully enclosed in sealed plastic weatherproof boxes.

ELECTRICAL SYSTEM (CHASSIS OEM)

The commercial chassis electrical system shall be furnished and installed by the chassis manufacturer and shall not be altered in any way so as to void or diminish the manufacturer's warranty responsibilities. Body builder wiring interface harnesses shall be specific to the chassis being utilized and the apparatus specifications with all such harnesses, circuits and connections being documented by the body builder and made part of the electrical schematics provided with the completed apparatus.

ELECTROMAGNETIC INTERFERENCE PROTECTION

The apparatus shall incorporate modern electrical system design, installation procedures, grounding techniques and wave generating components to provide the highest level of protection against electromagnetic (EMI) and radio wave frequency (RFI) interferences.

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The apparatus shall be designed to operate and correctly function in congested municipal environments as well as industrial or concentrated commercial scenes without adverse effects from either EMI or RFI. Communications equipment installed after the apparatus is delivered shall be immediately tested by the installer for reception and transmission signal quality.

CHASSIS GROUND LIGHTS

LED ground lights with outward facing angle brackets shall be installed, one (1) under each chassis door.

FRONT OF BODY GROUND LIGHTS

Two (2) LED ground lights with outward facing angle brackets shall be installed under the front of the body. One (1) light shall be located on the driver side and one (1) light shall be located on the officer side of the apparatus.

REAR STEP GROUND LIGHTS

Two (2) LED ground lights with outward facing angle brackets shall be installed under the rear step of the apparatus, one (1) each side.

GROUND LIGHT SWITCHING

The cab and body ground lights shall activate by engaging the parking brake.

HAZARD LIGHT

One (1) Whelen model 0SR00FCR flashing red LED light, located in the driving compartment, the light shall be illuminated automatically whenever any compartment door is ajar.

The hazard light shall be marked with a sign that reads "Do Not Move Apparatus When Light is On".

The warning light shall be interlocked to the parking brake and shall only alert the driver when the parking brake is released. The light shall also be used to signal that other ancillary equipment such as racks light towers etc. are not in their "ready for transport" position.

REAR DIRECTIONALS

Rear directional lighting shall be supplied as follows:

Two (2) Whelen model M6BTT LED brake/taillights shall be installed on the rear of the body. Each light shall have a red lens.

Two (2) Whelen model M6T Amber LED turn signal lights with a populated arrow shall be installed on the rear of the body. Each light shall have a color lens.

Two (2) Whelen model M6BUW LED reverse lights shall be installed on the rear of the body.

HOUSINGS FOR DIRECTIONALS

The two (2) sets of Whelen rear signal lights shall each be housed in a vertical chrome plated housing, designed to hold four (4) lights each. The lower section of each casting shall contain the rear lower warning lights as described in the emergency lighting specifications.

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DOT MARKER LIGHTS AND REFLECTORS

LED marker lights shall be installed on the vehicle in conformance to the Department of Transportation requirements. All marker lights shall be incorporated into the headlight circuit of the cab/chassis.

MARKER LIGHTS

LED marker lights shall be installed on the vehicle in conformance to the Department of Transportation requirements. The side and rear of the body will be provided with reflectors. All marker lights shall be incorporated into the headlight circuit of the cab/chassis.

Two (2) amber reflectors shall be provided on the apparatus body lower side, as far forward and low as practical, one (1) each side if the apparatus is 30 feet long or longer.

Four (4) red reflectors shall be provided on the apparatus rear, one (1) each side and two (2) on the rear.

LICENSE PLATE LIGHT

A license plate bracket with LED light shall be provided and installed on the rear of the body. It shall be wired to come on with the headlights.

TRAFFIC ADVISER WARNING LIGHT

One (1) Whelen LED "Traffic Advisor", model TAL85 48.00", rear directional light shall be installed. The light shall be equipped with eight (8) lamps.

The traffic advisor shall be activated by the Whelen TACTL5 control head. The control head shall be conveniently located near the driver's position.

The traffic advisor shall be surface mounted at the rear of the apparatus body. It shall be located as close to the centerline of the body as possible.

WORK LIGHT, PUMP AREA, 12V

One (1) 12V adjustable 4.00" round LED work light shall be mounted at the rear of the skid unit to provide light during nighttime operations. The light(s) shall have a black housing with a black rear cover. The light(s) shall have six (6) ultra-bright white LEDs, and shall operate at 12 volts DC, draw 0.60 amps, and generate 700 lumens.

WORK LIGHT SWITCH

The pump area work light shall be wired to the electric start on the pump.

UPPER LEFT SCENE LIGHTS

One (1) pair of Whelen model M6ZC LED scene lights shall be installed, one (1) each side on the upper left-hand side of the apparatus body.

The light(s) shall be supplied and installed with a chrome bezel.

UPPER RIGHT SCENE LIGHTS

One (1) pair of Whelen model M6ZC LED scene lights shall be installed, one (1) each side on the upper right-hand side of the apparatus body.

The light(s) shall be supplied and installed with a chrome bezel.



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UPPER REAR SCENE LIGHTS

One (1) pair of Whelen model M6ZC LED scene lights shall be installed, one (1) each side on the upper rear of the apparatus body.

The light(s) shall be supplied and installed with a chrome bezel.

UPPER FRONT SCENE LIGHTS

One (1) pair of Whelen model 6SC0ENZR LED scene lights shall be installed, one (1) each side on the upper front of the apparatus body.

The light(s) shall be supplied and installed with a chrome bezel.

SCENE LIGHT ACTIVATION

The scene lights shall be activated by a switch located in the cab. Each side shall be activated separately.

LED TELESCOPIC BOTTOM RAISE FLOODLIGHTS

Two (2) Akron SceneStar LED model ELSS-SLDC telescopic lights shall be installed. The light pole shall be anodized aluminum and have a knurled twist lock mechanism to secure the extension pole in position. The extension pole shall rotate 360 degrees. The outer pole shall qualify as an NFPA compliant handrail.

The lamphead shall have eight (8) ultra-bright white LEDs. It shall operate at 12 volts DC, draw 13 amps, and generate 14,000 lumens. The lamphead and mounting arm shall be powder coated white.

An on/off switch with weatherproof boot shall be provided on the lighthead.
Choose mounting location for pole lights.

NFPA AUDIBLE AND LIGHTING WARNING PACKAGE

The following warning light package shall include all of the minimum warning light and actuation requirements for the current revision of the NFPA 1901/ 1906. The lighting as specified shall meet the requirements for both "Clearing Right of Way" and "Blocking Right of Way" which includes disabling all white warning lights when the apparatus is in "Blocking Right of Way" mode.

LIGHTBAR

One (1) WHELEN model JE2NFPA 56.00" LED lightbar shall be supplied and mounted. The lightbar shall have clear lenses and contain the following modules:

- Four (4) RED LIN6 LED modules, two (2) on each corner.
- Four (4) RED CON3 LED modules, across the front
- Two (2) WHITE CON3 LED modules, on the front

The forward-facing white lights shall be automatically disabled for the "Blocking Right of Way" mode.

LIGHT BAR ACTUATION

The light bar shall be controlled by a switch in the cab.

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UPPER LEFTSIDE WARNING LIGHTS

One (1) pair of Whelen model M6R LED warning lights shall be installed, one (1) each side on the upper left side of the apparatus body.

The lights shall be red in color with red lens.

The light(s) shall be supplied and installed with a chrome bezel.

UPPER RIGHTSIDE WARNING LIGHTS

One (1) pair of Whelen model M6R LED warning lights shall be installed, one (1) each side on the upper right side of the apparatus body.

The lights shall be red in color with red lens.

The light(s) shall be supplied and installed with a chrome bezel.

UPPER REAR WARNING LIGHTS

One (1) pair of Whelen model M6R Super LED warning lights shall be installed, one (1) each side on the upper rear of the apparatus body.

The lights shall be red in color with red lens.

The light(s) shall be supplied and installed with a chrome bezel.

UPPER WARNING LIGHT ACTIVATION

The lights shall be controlled by a switch in the cab.

LOWER FRONT WARNING LIGHTS

One (1) pair of Whelen model M4 Series LED warning lights shall be installed, one (1) each side one the front of the chassis cab.

The driver side warning light shall be a Whelen Model M4R red LED with red lens.

The officer side warning light shall be a Whelen Model M4R red LED with red lens.

Each light shall be mounted with a Whelen Model M4FC chrome flange.

LOWER INTERSECTION WARNING LIGHTS

One (1) pair of Whelen model M4 LED warning lights shall be installed, one (1) each side of the chassis cab.

The driver side warning light shall be a Whelen Model M4R red LED with red lens.

The officer side warning light shall be a Whelen Model M4R red LED with red lens.

Each light shall be mounted with a Whelen Model M4FC chrome flange.

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LOWER MID-BODY WARNING LIGHTS

One (1) pair of Whelen model M7 Series LED warning lights shall be installed, one (1) each side of the apparatus, mid-body.

The driver side warning light shall be a Whelen Model M7R red Super-LED with red lens.

The officer side warning light shall be a Whelen Model M7R red Super-LED with red lens.

Each light shall be mounted with a Whelen Model M7FC chrome flange.

LOWER REAR WARNING LIGHTS

One (1) pair of Whelen model M6 Series LED warning lights shall be installed, one (1) each side of the lower rear of the apparatus body.

The driver side warning light shall be a Whelen Model M6R red Super-LED with red lens.

The officer side warning light shall be a Whelen Model M6R red Super-LED with red lens.

The warning lights on the rear of the body shall be mounted in lower section of each taillight casting.

LOWER WARNING LIGHT SWITCHING

One (1) rocker switch with indicator shall be installed on the switch panel in the cab to control the lower warning lights. The switch shall be labeled "LOWER WARNING". The switch shall only be active when the master warning switch is engaged.

ELECTRIC SIREN AND CONTROL

One (1) Whelen model #295SLSA1 electronic siren shall be mounted in the cab. This unit shall feature an electronic air horn, wail, yelp, hi-lo and shall have a hard-wired PA microphone.

ELECTRONIC SIREN SPEAKER

One (1) Whelen model SA315P 100-watt speaker shall be provided. The speaker shall produce a minimum sound output of 120 dB at 10 feet to meet current NFPA 1901/1906 requirements.

The speaker shall be located on the right-hand side of the bumper.

BODY PAINT PROCESS

All bright metal fittings, if unavailable in stainless steel shall be heavily chrome plated. Iron fittings shall be copper plated prior to chrome plating.

All seams shall be caulked both inside and along the exterior edges with a urethane automotive sealant to prevent moisture from entering between any body panel.

The body and all parts shall be thoroughly washed with a grease cutting solvent (PPG DX330) prior to any sanding. After the body has been sanded and the weld marks and minor imperfections are filled and sanded, the body shall be washed again with (PPG DX330) to remove any contaminants on the surface.

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The first coating to be applied is a pre-treat self-etching primer (PPG DX1787) (.5 to 1.0 dry film build) for maximum adhesion to the body material. The next two to four coats (depending on need) shall be an acrylic urethane primer surfacer (PPG K36). The film build shall be 4-6 mils when dry. The primer surfacer coat, after appropriate dry time, shall be sanded with 320-600 grit sandpaper to ensure maximum gloss of the paint. The last step is the application of at least three coats of PPG Delfleet polyurethane two-component color (single stage). The film build being 2-3 mils dry. The single stage polyurethane, when mixed F3270 catalyst (PPG F3260) shall provide a UV barrier to prevent fading and chalking.

All products and technicians are certified by PPG every two (2) years.

CHASSIS PAINT

The chassis shall be painted by the OEM Chassis Manufacturer.

PRIMING

All surfaces to be painted shall be primed with three (3) parts PPG F3993 Primer mixed with one (1) PPG F3996 Primer Hardener, and a half (.5) part PPG Thinner F3320.

Two (2) applications of primer shall be applied. The first application shall be four (4) coats and the second application shall be three (3) coats.

A final application of sealer shall be applied using Primer Filler.

PAINT FINISH

The body shall be painted with a PPG Delfleet Evolution Paint System.

As part of the curing process the painted body shall go through a baking process. The painted components shall be baked at 185 degrees for 3 hours to achieve a complete coating cure on the finished product.

After bake and ample cool down time, the coated surface shall be sanded using 3M 1000, 1200, and or 1500 grit sandpaper to remove surface defects. In the final step, the surface shall be buffed with 3M Super-duty compound to add extra shine to coated surface. No more than .5 mil shall be removed in this process.

All products and technicians shall be certified by PPG every two (2) years.

SIDE COMPARTMENT FINISH, ZOLATONE

The apparatus side compartment interiors are to be coated with Zolatone, a polychromatic, modified nitrocellulose coating with a flat background color with accenting fleck colors. The compartments shall be cleaned with a grease remover, and then the surface sanded and prepared for painting. The Zolatone finish is washed and waxed like paint and is resistant to man solvents and wear.

PAINT COLOR

The apparatus body paint shall be "cross referenced" from the chassis paint and shall be painted to match the main chassis color as close as possible.

REFLECTIVE STRIPING

Reflective striping shall be applied to the perimeter of the truck. Size and design shall be determined by the department.



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CHEVRON STRIPING

At least 50% of the rear of the unit shall be covered with Red and Yellow alternating 6" stripe in an inverted Chevron pattern.

LETTERING

Reflective lettering shall be applied to the cab doors at the direction of the purchaser.

Photos or drawings of the lettering and striping layout shall be provided by the purchaser prior to construction.

FOUTS BROS. LOGO PLATE(S)

Three (3) Fouts Bros. logo plate(s) will be affixed to the finished apparatus.

LOOSE EQUIPMENT

The following items shall be provided and shipped loose with the completed apparatus at the time of delivery:

Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the “Lead Contracting Agency” and participating government entities (“Participating Agencies”), that are members of National Purchasing Partners (“NPPGov”), including members of Public Safety GPO, First Responder GPO, Law Enforcement GPO, Education GPO and EMS GPO that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as “parties” to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPPGov provides group purchasing, marketing and administrative support for governmental entities. NPPGov’s marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPPGov has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency.

WHEREAS, the Master Price Agreements provide that all qualified government members of NPPGov may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.
- b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law and does not relieve the party of its other solicitation requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the “Lead Contracting Agency Endorsement and Authorization” or “Participating Agency Endorsement and Authorization,” as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to “Lead Contracting Agency”

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

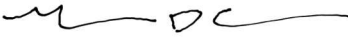
THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF “THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION” OR “PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION,” AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

LEAGUE OF OREGON CITIES ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of the League of Oregon Cities (“Lead Contracting Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the League of Oregon Cities to Participating Agencies locally, regionally, and nationally through NPPGov. Copies of Master Price Agreements and any amendments thereto made available by the League of Oregon Cities will be provided to Participating Agencies and NPPGov to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the League of Oregon Cities and is duly authorized to sign this League of Oregon Cities Endorsement and Authorization.

DocuSigned by:

 38C546F8860143E...

3/26/2020 BY: _____

Date: _____

ITS:

League of Oregon Cities Contact Information:

Contact Person: Mike Culley
 Address: 1201 Court St NE #200, Salem, OR 97301
 Telephone No.: 503-588-6550
 Email: mculley@orcities.org

PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of City of Vancovuer (“Participating Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPPGov.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPPGov shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of City of Vancouver and is duly authorized to sign this Participating Agency Endorsement and Authorization.

BY: _____
ITS: _____

Date: _____

Participating Agency Contact Information:

Contact Person: _____
Address: _____

Telephone No.: _____
Email: _____



Staff Report 125-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/13/2021

SUBJECT Agreement with Washington State University for Pollution Prevention Workshops

Key Points

- The City of Vancouver received grant funding from Washington Department of Ecology to hold virtual webinars for targeted pollution prevention tips.
- Water quality can be adversely affected by pollution from a variety of sources and activities.
- Washington State University (WSU) will host and record webinars through the Washington Stormwater Center.

Strategic Plan Alignment

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.

Present Situation

In January 2021, the City of Vancouver received grant funding to conduct webinars and develop marketing materials for pollution prevention tips. These education opportunities will focus on construction sites, farmer's market vendors, and food cart operators.

The Washington Stormwater Center (WSC) provides stormwater management solutions and leadership through research, training and education. The WSC will host and record webinars, manage webinar registration, collect attendee demographics, and post recordings, tips, and checklists to the WSC website and YouTube channel.

Advantage(s)

1. This agreement will host and record nine webinars for pollution prevention tips at construction sites, farmer's markets, and food carts.
2. This agreement is funded within the grant scope and requires a 25 percent local match. There are no on-going costs.

Disadvantage(s)

None

Budget Impact

There is a 25% local funding match which is budgeted in the Surface Water Capital budget. The grant funding will provide up to \$10,777 with a \$2,694 match.

Prior Council Review

None

Action Requested

Authorize the City Manager or his designee to to execute an Interagency Agreement with the Washington State University to host and record webinars per the Agreement.

Annette Griffy, Engineering Program Manager 360-487-7190; Kris Olinger, Senior Civil Engineer 360-487-7188

ATTACHMENTS:

- ▣ Interagency Agreement



**SPONSORED RESEARCH PROJECT AGREEMENT
ORSO # 141537-001**

1. PARTIES

This Agreement is made and entered into by and between Washington State University ("WSU"), an institution of higher education and agency of the state of Washington, and the City of Vancouver ("Sponsor"). In this Agreement, the above entities are jointly referred to as Parties and individually as Party.

2. PURPOSE

This Agreement provides the terms and conditions for a sponsored project which is of mutual interest and benefit to WSU and Sponsor. The performance of such sponsored project is consistent, compatible, and beneficial to the academic role and mission of WSU as an institution of higher education.

3. SCOPE OF WORK

- 3.1 The Parties acknowledge that this Agreement is for the performance of the sponsored project set forth in *Attachment A–Scope of Work* entitled, "Partnership Proposal" and hereafter referred to as the "Project". *Attachment A–Scope of Work* is attached hereto and incorporated herein by reference.
- 3.2 WSU will exercise diligence and make reasonable efforts to carry out the Project as described in *Attachment A–Scope of Work* and to provide the deliverables listed therein. WSU does not represent or guarantee that the desired results will be obtained under this Agreement.
- 3.3 Reporting Requirements. WSU shall provide written reports on the progress of the Project as follows: shall be provided quarterly. A final written report shall be furnished at the completion of the period of performance.

4. PERIOD OF PERFORMANCE

The period of performance for the Project shall be 06/01/2021 to 12/31/2022 unless a time extension is mutually agreed upon in writing by the Parties.

5. COSTS AND BILLING

- 5.1 It is agreed that total costs to Sponsor under this Agreement shall not exceed \$10,000 without written modification of this Agreement.
- 5.2 Payment under this Agreement will be on a cost reimbursable basis.
- 5.3 Invoicing. Invoices will be provided quarterly at least, using the standard WSU invoice. Invoices will be sent to the notice address listed in §9.8 unless otherwise noted here: _____
- 5.4 Payment. Payments are due to WSU within thirty (30) days of receipt of invoice. Checks should be made payable to Washington State University and sent to: Washington State University, Cashier's Office – SPS, PO Box 641025, Pullman WA 99164-1025

- 5.5 Budget. *Attachment B – Project Budget* sets forth the Project budget. Deviations from this Project budget may be made to and from any expenditure object within the WSU system as long as such deviation is reasonable and necessary to carry out the Scope of Work.

6. CONFIDENTIAL INFORMATION

- 6.1 In order to carry out the Project, the Parties may desire to exchange information that they view as proprietary or confidential. Such information is owned by the disclosing Party and no ownership, license, or other rights thereto is granted hereby other than to conduct the Project set forth in the Scope of Work. Each Party agrees to use reasonable efforts to treat as confidential, and cause their officers and employees to treat as confidential, such information received from the other Party for a period of five (5) years from the date of disclosure. Such reasonable efforts will be no less than the efforts used by the receiving Party to protect its own confidential information. Any such Confidential Information will be distributed within the receiving Party only to those individuals with a “need to know” the information to carry out the Project.
- 6.2 “Confidential Information” must be designated as confidential at the time of disclosure. Written materials must be clearly marked, and oral disclosures must be identified as confidential at the time of disclosure and confirmed in writing within ten (10) days of disclosure.
- 6.3 The obligation to protect Confidential Information shall not apply to any information that: (1) is already in the possession of, or is independently developed by, the receiving Party; (2) becomes publicly available other than through breach of this Agreement; (3) is received from a third party with authorization to make such disclosure; (4) is released with the other Party’s written consent; or (5) is required to be released by law or court order.
- 6.4 In the event that disclosure is required by law or court order, the receiving Party shall provide the disclosing Party with prompt notice so that the disclosing Party may seek a protective order or other official action enjoining that disclosure. In the event that such injunction is not obtained, the receiving party will furnish only that portion of the Confidential Information that is legally required. It is understood that as an agency of the state of Washington, WSU is subject to the Washington Public Records Act, RCW 42.56 et seq. If a Public Records Act request is made to view Sponsor’s Confidential Information, WSU will notify Sponsor as provided above.
- 6.5 The terms of confidentiality set forth in this Agreement shall not be construed to limit the Parties’ right to independently develop products without the use of another Party’s Confidential Information.

7. PUBLICATION

- 7.1 In furtherance of WSU’s role as a public institution of higher education, it is necessary that significant results of research activities be reasonably available for publication by WSU, and Sponsor acknowledges that WSU may publish the results of research conducted in connection with this Agreement. Such publication may also include presentation at academic and other conferences. Unless otherwise directed by Sponsor, WSU will appropriately acknowledge Sponsor’s support of the Project in publications or presentations, in accordance with customary standards.
- 7.2 WSU will provide Sponsor with a copy of any proposed publication resulting from the Scope of Work at least thirty (30) days prior to submission for publication. Sponsor shall have thirty (30) days after receipt of the draft publication to request in writing the removal of portions deemed by Sponsor to contain confidential or patentable material owned by Sponsor, or to request a delay in submission of the draft for publication pending application for patent protection. In either event, WSU shall have

no obligation to delay publication of the draft for longer than one hundred and twenty (120) days following delivery of WSU's notice to Sponsor of intent to publish. If WSU does not receive Sponsor's written response to the notice of intent to publish within the thirty (30) day period, then Sponsor shall be deemed to have consented to such publication. Confidential Information supplied by Sponsor under this Agreement shall not be included in any material published by WSU without written consent of Sponsor or as otherwise provided in § 6.3.

8. INTELLECTUAL PROPERTY

- 8.1 "Intellectual Property" shall mean any Invention, Copyright, Trademark, and/or Proprietary Information produced under the Scope of Work. Consistent with WSU policy, WSU may assign Intellectual Property to a designee of WSU. For purposes of this §8, WSU shall mean either WSU or a designee of WSU for Intellectual Property assigned to it.
- 8.2 Background Intellectual Property. Each Party shall retain title to all Intellectual Property conceived and reduced to practice prior to the start of the work under this Agreement.
- 8.3 Foreground/Project Intellectual Property. WSU will own all rights and title to Intellectual Property created solely by WSU employees. Sponsor will own all rights and title to Intellectual Property created solely by Sponsor employees. Intellectual Property created jointly by employees of WSU and Sponsor will be jointly owned.
- 8.4 Grant of Non-Commercial License to Project Intellectual Property and Copyrights. WSU hereby grants to Sponsor a non-exclusive, non-transferable, royalty-free license to use WSU Foreground/Project Intellectual Property for non-commercial purposes within its own organization, including internal research and development.
- 8.5 Option Rights. Subject to any existing third-party rights, WSU hereby grants to Sponsor an option to negotiate a license to WSU's ownership interest in Project Intellectual Property. WSU shall notify Sponsor of such Intellectual Property within thirty (30) days of WSU Office of Commercialization's receipt of WSU Invention Disclosure forms from WSU inventors. Sponsor shall, within ninety (90) days of receipt of such notification from WSU, inform WSU in writing its intent to negotiate a license. Any such license shall be negotiated in good faith and shall contain terms standard for agreements between universities and industry including, without limitation, clauses providing for payment of reasonable royalties and reimbursement of all past, present, and future expenses incurred in the preparation, filing, prosecution, issuance, and maintenance of Intellectual Property rights. In the event that WSU and Sponsor do not execute a written license agreement within sixty (60) days following Sponsor's exercise of the option, WSU shall be free to negotiate with and to enter into license agreements, including exclusive license agreements, with third parties.
- 8.6 Invention Disclosures submitted to Sponsor by WSU will be treated as Confidential Information under this Agreement and subject to the confidentiality obligations contained herein.

9. GENERAL TERMS AND CONDITIONS

- 9.1 Equipment. WSU shall retain title to any equipment purchased with funds provided under this Agreement.
- 9.2 Environmental and Safety Information. All information and materials provided by Sponsor must be accompanied by the appropriate environmental and safety information, as well as all export control

classifications and/or licenses for those materials as required by United States Law. WSU will observe all applicable United States safety precautions and United States governmental requirements concerning handling of information and materials.

- 9.3 Key Personnel. The WSU Project Director shall be Laurie Larson-Pugh. Sponsor designates Nikki Guillot as the primary Sponsor liaison for the Project Director.
- 9.4 Publicity. Neither Party shall include the name of the other, nor any of the other Party's Trademarks in any advertising, sales promotion, or publicity matter without prior written permission.
- 9.5 Termination. This Agreement may be terminated by either Party upon written notice delivered to the other Party at least thirty (30) days prior to the intended date of termination. By such termination, neither Party may nullify obligations already incurred prior to the date of termination.
- 9.6 Disclaimer. WSU MAKES NO EXPRESS OR IMPLIED WARRANTY AS TO THE CONDITIONS OF THE SCOPE OF WORK, SPONSORED PROJECT, OR ANY INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DEVELOPED UNDER THIS AGREEMENT, OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SPONSORED PROJECT, SCOPE OF WORK, OR RESULTING PRODUCT.
- 9.7 Indemnity. Each Party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees, and agents. Sponsor shall fully indemnify and hold harmless WSU against all claims arising out of Sponsor use, commercialization, or distribution of Intellectual Property or products that result in whole or in part from the Project.
- 9.8 Notices. Any notice or communication required or permitted under this Agreement must be in writing and delivered to the intended Party at the address below or such other address as may hereafter be designated by notice in writing.

For WSU:

Office of Research Support and Operations
 Lighty 280
 PO Box 641060
 Pullman WA 99164-1060
 orso@wsu.edu

For Sponsor:

City of Vancouver
 PO Box 1995
 Vancouver, WA 98668
 Nikki.guillot@cityofvancouver.us

- 9.9 Law and Venue. This Agreement shall be construed, governed, interpreted, and applied in accordance with the laws of the State of Washington, without regard to its conflict-of-laws provisions. The venue of any action brought hereunder shall be in the Superior Court of Whitman County.
- 9.10 Amendments. No modification or amendment of this Agreement will be binding unless it is in writing and signed by the authorized signatories of the Parties.
- 9.11 Severability. The provisions of this Agreement are severable. If any Court finds any part of this Agreement to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the other provisions of this Agreement which can be given effect without the invalid provision, provided that such remainder conforms to the requirements of applicable law and fundamental purpose of this Agreement.
- 9.12 Waiver. The failure of either party to assert a right under this Agreement or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right.

9.13 Counterparts. This Agreement may be executed in counterparts, each one of which is considered an original, but all of which together constitute one and the same instrument.

This Agreement, together with its *Attachments*, contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

WASHINGTON STATE UNIVERSITY

SPONSOR

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

ATTACHMENT A – SCOPE OF WORK
ORSO # 141537-001

Description:

Task 1: Construction Site Spill Prevention & Planning The project compliments the existing business inspection program for the City of Vancouver. Four targeted sectors have been selected to prevent pesticides, nutrients, sediment and wastewater pollution from reaching the municipal stormwater system. This project engages with construction sites to develop pollution prevention measures through more complete Stormwater Pollution Prevention Plans. This project brings Vancouver’s inspection insights to this targeted sector via webinars, checklists and case studies.

Task 2: Farmer’s Market Pollution Prevention

This project includes an outreach campaign to share tips for preventing pollution from fats, oils and grease, cleaning/sanitizing and spill response for farmer’s market stalls and food carts. Subject matter experts: City of Puyallup and Spokane

Conduct 2 webinar/zoom meetings with municipal/public health department staff and conduct 2 webinars/zoom meetings for food truck operators on preventing pollution to municipal stormwater system. Post recording and provided checklists and visual aids in multiple languages for posting to the WSC website.

ATTACHMENT B – PROJECT BUDGET
ORSO # 141537-001

TASK 1 Items	Description	Hours	Cost
Host 5 webinars Two audiences: Engineers/planners & on-site contractors 90 minutes	Prep, tech checks, hosting recording, 4 hours each webinar	25	\$1475
Webinar recording edits 90-minute training sessions		10 JB	\$520
Document graphic formatting	Use WSC document graphic templates for branding	4	\$236
Post check list, tip sheet, etc. on WSC construction webpage/stormwater channel	post recording/training check list/visual aids:	10 JB	\$520
Recruit eastern WA jurisdictions	Recruit 2-3 jurisdictions for TAC	5	\$295
Collect data via poll during registration form	package data	5	\$295
registration	5 registrations set ups/close out, communications (pre/post)	15	\$885
Planning time	Meeting to schedule webinars, tech checks, agenda, etc.	15	\$885
	Subtotal	89	\$5,111
	F&A 26%	--	\$1,329
	Totals	89	\$6,440
TASK 2 Items	Description	Hours	Cost
Host (2) 90-minute webinars for municipal/public health department staff	Prep, tech checks, hosting recording, post recording/training check list/visual aids: 6 hours each webinar	12	\$708
Host 2 90-minute webinars for Food truck operators	Prep, tech checks, hosting recording, post recording/training check list (in multiple languages) 6 hours each webinar	12	\$708
Webinar recording edits		10 JB	\$520
Manage registration	registration set ups/close out, communications (pre/post)	12	\$708
Post video, tip sheet, checklist to WSC website/SW Channel	Post to WSC website	4 JB	\$208
Document graphic formatting	Use WSC document graphic templates for branding	4	\$236
Planning time	Preparatory meetings	6	\$354
	Subtotal	60	\$3,442
	F&A 26%	--	\$ 895
	Totals	60	\$4,337



Staff Report 126-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/13/2021

SUBJECT Lease Agreement between City of Vancouver and US Army Corps of Engineers

Key Points

- Extend lease of US Army Corps of Engineers (USACOE) for a parcel of unimproved land located at 4480 SE Columbia Way through 2026.
- Location of this property allows for US Army Corps of Engineers to continue to provide efficient delivery of its programs and services.
- Allows for continued partnership between agencies.

Strategic Plan Alignment

N/A

Present Situation

In October 2011 the US Army Corps of Engineers (USACOE) and City of Vancouver entered into a lease agreement for a parcel of unimproved land located at 4480 SE Columbia Way. The USACOE completed required street improvements and relocated their office trailers and equipment from Kalama to Vancouver in order to provide services closer to the Vancouver metropolitan area. The City of Vancouver and USACOE's current lease agreement expires 9/30/2021. Because of the proximity to the Columbia River and the efficiencies this location provides, USACOE would like to continue leasing this property through 2026.

Advantage(s)

Provides the City of Vancouver with a continued long-term revenue stream.

Disadvantage(s)

None

Budget Impact

The lease of this parcel will provide revenue into the City of Vancouver throughout the term of the agreement

Prior Council Review

Current lease approved 7/11/2016

Action Requested

Authorize the City Manager or his designee to execute a Lease Agreement between the City of Vancouver and United States of America (US Army Corps of Engineers).

Linda Carlson, Property Management Specialist, 360-487-8423

ATTACHMENTS:

- ▣ Lease Agreement
- ▣ Exhibit A
- ▣ Exhibit B
- ▣ General Clauses
- ▣ Representations and Certifications

**U.S. GOVERNMENT
LEASE FOR REAL PROPERTY
For
PORTLAND DISTRICT CORPS OF ENGINEERS'
ENGINEERING AND CONSTRUCTION DIVISION WASHINGTON OFFICE**

This **LEASE AGREEMENT** (Agreement) is made, entered into and effective as of October 1, 2021 (the "Effective Date") pursuant to Title 10 United State Code, Section 2661 by and between **CITY OF VANCOUVER, a Washington Municipal Corporation**, hereinafter referred to as the **Lessor**, and the **UNITED STATES OF AMERICA**, acting through the **U.S. ARMY CORPS OF ENGINEERS**, hereinafter referred to as the **Lessee**, and, collectively referred to as the "Parties".

1. LOCATION OF THE LEASED PREMISES: The Lessor hereby Leases to the Lessee the following described premises: Exclusive use of approximately 0.365 acres (15,930 square feet, more or less) of land located at 4480 Southeast Columbia Way, Vancouver, Washington, which is a portion of Parcel 192, Northeast quarter of Section 36, Township 2 North, Range 1 East of the Willamette Meridian in Clark County, Washington. See **Exhibit "A" and "B"**, Site Plan, attached hereto and made a part hereof, to be used for Government purposes.

2. LEASE TERM AND COMMENCEMENT OF RENTAL DATE: The Lessee shall have the right to have and to hold the said premises, or any portion thereof, with their appurtenances for the term beginning on **October 1, 2021 through September 30, 2022**, subject to termination and renewal rights as may be hereinafter set forth and subject to adequate appropriation of funds by Congress for year to year or for a lesser period, under the same terms, conditions, and considerations provided herein. The Lessee shall provide written notice to the Lessor of the Lessee's intent to renew this Lease at least sixty (60) days prior to the expiration date of the current term. If the Lessee does not provide written notice to the Lessor of the Lessee's intent to renew this Lease prior to the expiration date of the current Lease term, this Lease will expire, with no further notice being required from Lessee, at the end of the current Lease term, and provided further that **this Lease shall in no event extend beyond September 30, 2026.**

3. RENTAL: The Lessee shall pay the Lessor annual rent of **Ten Thousand Dollars (\$10,000)** per year at the rate of \$833.33 per calendar month in arrears. Consideration for a lesser period shall be prorated. All payments by the Lessee under the terms of this Lease shall be made payable to **CITY OF VANCOUVER, P.O. BOX 1995, VANCOUVER, WA 98668-1995** via electronic funds, as required by P.L. 104-134 (10 U.S.C. § 3322), transfer by the USACE Finance Center, 5722 Integrity Drive, Millington, Tennessee 38054-5005.

4. OWNERSHIP: The Lessor warrants the rightful and legal owner of the property and has the legal right to enter into this Lease. If the title of the Lessor shall fail, it be

discovered that the Lessor did not have the authority to Lease the property, the Lease shall terminate. The Lessor, the Lessor's heirs, executors, administrators, successors, or assigns agree to indemnify the Lessee by reason of such failure and to **refund all rentals paid**.

5. CHANGE OF OWNERSHIP: In the event of a change of ownership of the leased premises, the Lessor agrees to notify the Lessee of the impending change of ownership and further agrees to furnish the Lessee a copy of the recorded assignments, or other proof of ownership, as may be requested by the Lessee.

6. EXCLUSIVE USE: The Lessor shall not interfere with or restrict the Lessee, or its representatives in the use and enjoyment of the leased property, nor shall the Lessor erect any fence, wall, partition, or any construction upon the leased property except as otherwise agreed to in writing by the Lessee.

7. TERMINATION:

a. The Lessee may terminate this Lease at any time in whole or in part, by giving 30 days' notice in writing to the Lessor and no rental shall be due for payment after the effective day of termination. Said notice shall be the day after the day of mailing, or hand delivery.

b. Termination in whole or in part shall be effective upon written notice, however, the parties may enter into a supplemental agreement to resolve certain issues arising from the tenancy and its termination, in whole or in part.

c. The Lessor may terminate this Lease at any time, by giving 365 days' notice in writing to the Lessee and no rental shall be due for payment after the effective day of termination. Said notice shall be the day after the day of mailing, or hand delivery.

8. ALTERATIONS/RESTORATION/RELEASE OF LIABILITY: The Lessee shall have the right, during the existence of this Lease, to make alterations, attach fixtures, erect additions, structures or signs, in or upon the premises hereby leased, which fixtures, additions, structures, or signs so placed in, upon or attached to the said premises shall be and remain the property of the Lessee and may be removed or left in place at the option of the Lessee. In the event property of the Lessee is left in place upon expiration or termination of this Lease, said property shall become the property of Lessor. The Lessor hereby releases and forever discharges the Lessee, its officers, employees and/or contractors from any and all liability, claims or demands for site restoration of the leased premises.

9. HAZARDOUS SUBSTANCES: Lessee shall comply fully with all laws pertaining to the protection of human health and the environment, including but not limited to employee and community right to know laws and all laws regarding the use, generation, storage, transportation, treatment, disposal or other handling of

hazardous substances. The Lessee shall promptly advise the Lessor in writing of any hazardous substances regulated by such laws that are used, generated, manufactured, stored, transported or otherwise handled on the Property. The Lessee shall exercise extreme care in handling any hazardous substances and shall not cause or permit hazardous substances to be spilled, leaked, disposed of or otherwise released on the Property. The term "hazardous substances" is used in its very broadest sense, and refers to materials which because of their quantity, concentration, or physical, chemical, or infectious characteristics may cause or pose a present or potential hazard to human health or the environment when improperly handled, treated, stored, transported, disposed of, or otherwise managed. The term shall include, but is not limited to, all hazardous substances, hazardous materials and hazardous wastes listed by the U.S. Environmental Protection Agency and the state in which the Property is located under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Toxic Substances Control Act (TSCA), and the Federal Water Pollution Control Act (FWPCA), and comparable state statutes.

10. DAMAGES: The Lessee shall not be liable for damages, other than for damages resulting from the negligence or misconduct of the Lessee personnel. The Lessee shall not be liable for any loss, destruction or damage to the premises beyond the control and without the fault of negligence of the Lessee, including, but not limited to acts of nature, fire, lightning, floods, or severe weather. The parties agree that any settlement of damages by the Lessee, if any, shall be done at termination of the Lease.

11. TAXES: The Lessor accepts full and sole responsibility for the payment of all taxes and other charges of a public nature which may arise in connection with this Lease or which may be assessed against the property.

12. NOTICES: Any notice under the terms of this Lease shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Lessee shall be addressed to the Lessor at:

**City of Vancouver
Attn: Linda Carlson
P.O. Box 1995
Vancouver, Washington 98668-1995**

and if given by the Lessor shall be addressed to:

**Department of the Army
U.S. Army Corps of Engineers, Portland District
ATTN: CENWP-RE
P.O. Box 2946
Portland, Oregon 97208-2946**

13. LESSOR'S SUCCESSORS: The terms and provisions of this Lease and the conditions shall bind the Lessor, and the Lessor's heirs, executors, administrators, successors, and assigns.

14. COVENANT AGAINST CONTINGENT FEES: The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Lessee shall have the right to annul this Lease without liability or in its discretion to deduct from the Lease price or consideration the full amount of such commission percentage, brokerage, or contingent fee.

15. OFFICIALS NOT TO BENEFIT: No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Lease or to any benefit that may arise there from, but this provision shall not be construed to extend to this Lease if made with a corporation for its general benefit.

16. GRATUITIES:

a. The Lessee may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this Lease if it is found, after notice and hearing, by the Secretary of the Army or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Lessor, or any agent or representative of the Lessor, to any officer or employee of the Lessee with a view toward securing a Lease or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such Lease; provided that the existence of facts upon which the Secretary of the Army or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

b. In the event this Lease is terminated as provided in paragraph (a) hereof, the Lessee shall be entitled (i) to pursue the same remedies against the Lessor as it could pursue in the event of a breach of the Lease by the Lessor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Army or his duly authorized representative) which shall be not less than three nor more than ten

times the costs incurred by the Lessor in providing any such gratuities to any such officer or employee.

c. The rights and remedies of the Lessee provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Lease.

17. EXAMINATION OF RECORDS: The Lessor agrees that the Comptroller General of the United States or any duly authorized representatives shall, until the expiration of three (3) years after final payment of the agreed rental, have access to and the right to examine any directly pertinent books, documents, papers and records of the Lessor involving transactions related to this Lease.

18. MODIFICATION: No change or modification of this Lease shall be effective unless it is in writing and signed by both parties to this Lease.

19. SERVICE AND UTILITIES: Services and utilities shall be paid by the Lessee, and are to include electricity, sewer, telephone and any other utilities used on, or furnished to the premises.

20. INSURANCE: The Lessee warrants and represents that it is self-insured for liability, automobile, and worker's compensation purposes and will be responsible for any and all claims it causes during the occupancy of the described leased premises to the extent permitted by Federal Law.

21. ATTACHMENTS: The following are attached and made a part hereof:

- a. Exhibit "A" and "B", Site Plans
- b. General Clauses (GSA FORM 3517A)
- c. Representations and Certifications

{Signature Page to Follow}

IN WITNESS WHEREOF, the parties hereto have subscribed their name as of the date first above written.

LESSOR: CITY OF VANCOUVER

By: _____ Date: _____
ERIC J. HOLMES
City Manager
City of Vancouver

Approved as to Form:

Johnathan Young, City Attorney

Attest

Natasha Ramras, City Clerk

LESSEE: THE UNITED STATES OF AMERICA

By: _____ Date: _____
AMANDA J. DETHMAN
District Chief of Real Estate
Real Estate Contracting Officer

ACKNOWLEDGMENT

STATE OF _____)
) :ss
COUNTY OF _____)

On this _____ day of _____, 2021, before me the undersigned
Notary Public, personally appeared _____, known to me
to be the person described in the foregoing instrument, who acknowledged that they
executed the same in the capacity therein stated and for the purposes therein
contained.

GIVEN under my hand and seal, this _____ day of _____, _____.

NOTARY PUBLIC

(Seal)

My commission expires on the _____ day of _____, _____.

ACKNOWLEDGMENT

STATE OF OREGON)
) :ss
COUNTY OF MULTNOMAH)

BEFORE ME, a Notary Public in and for Multnomah County, personally appeared **Amanda J. Dethman**, to me known to be the identical person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the said instrument by authority of the Secretary of the Army, for the purposes therein expressed as the act and deed of the United States.

GIVEN under my hand and seal, this _____ day of _____, _____.

NOTARY PUBLIC

(Seal)

My commission expires on the _____ day of _____, _____.

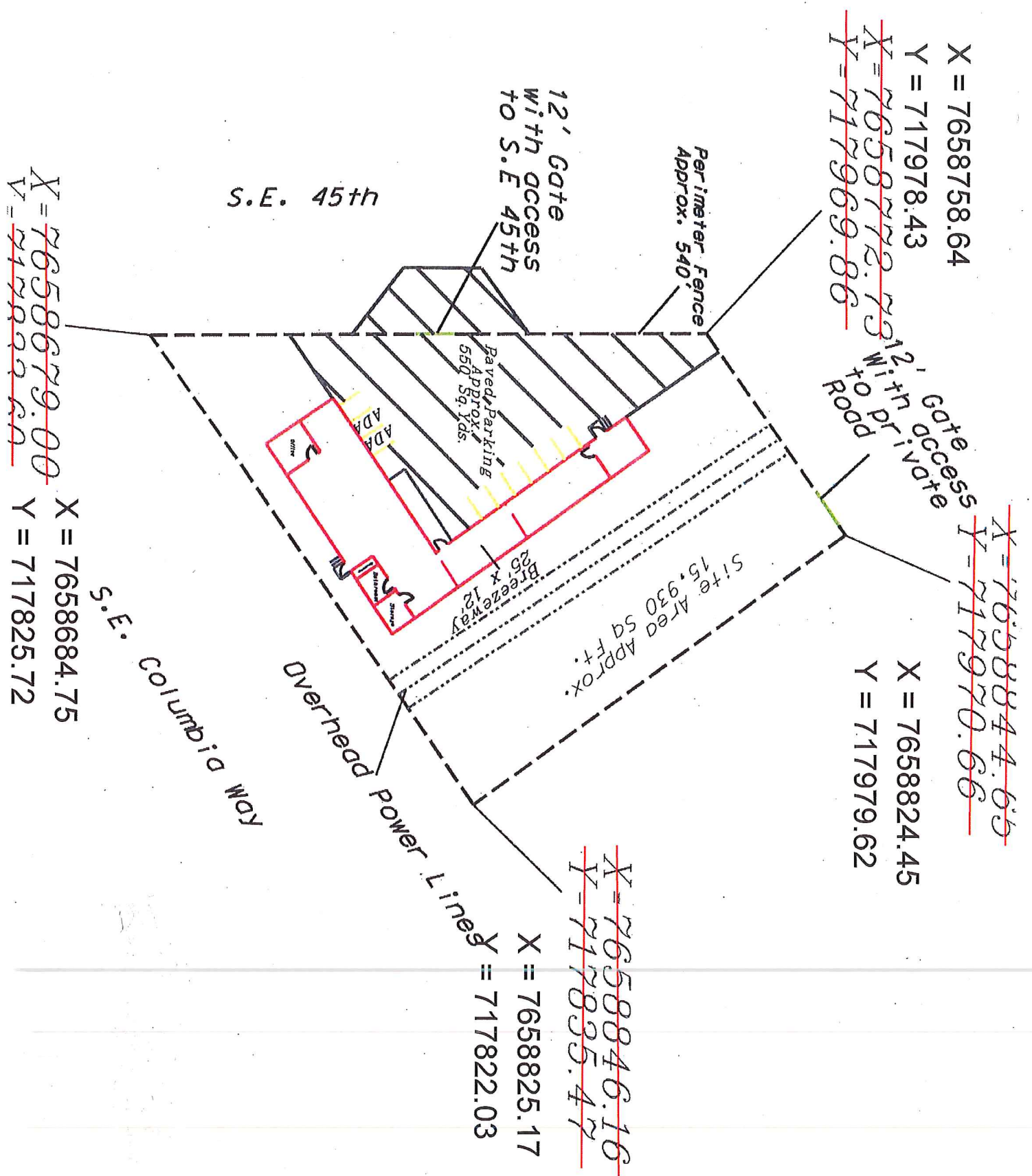
CERTIFICATE OF AUTHORITY

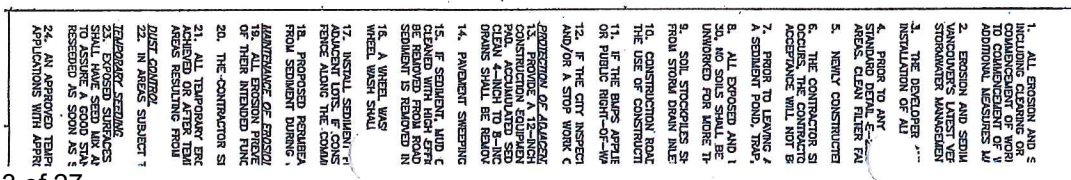
I _____ certify that I am the _____ of
(name) (title)
the City of Vancouver, that Eric Holmes who signed the foregoing
(signatory of Lease)
instrument on behalf of the Lessor was then City Manager of
(title of signatory of Lease)
City of Vancouver. I further certify that the said officer was acting within the scope of
powers delegated to this governing body of the grantee in executing said instrument.

City of Vancouver

Date: _____

Clerk or Appropriate Official





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GENERAL CLAUSES

(Acquisition of Leasehold Interests in Real Property for Leases at or Below the Simplified Lease Acquisition Threshold - SLAT)

1. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SIMPLIFIED) (APR 2015)

The Lessor shall maintain the Property, including the Building, Building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that Building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease is signed and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

2. If the building is partially or totally destroyed or damaged by fire or other casualty so that the leased space is untenable as determined by the Government, the Government may terminate the lease upon 15 calendar days written notice to the Lessor and no further rental will be due.
3. The Lessor shall maintain the demised premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition. Upon request of the Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational.

4. DEFAULT BY LESSOR (APR 2012)

A. The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

- (1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.
- (2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

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(3) Grounds for Termination. The Government may terminate the Lease if:

- (i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or
- (ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

- (i) Circumstances within the Lessor's control;
- (ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;
- (iii) The condition of the Property;
- (iv) The acts or omissions of the Lessor, its employees, agents or contractors; or
- (v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

5. INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

6. CHANGES (SIMPLIFIED) (SEP 2011)

- A. The LCO may at any time, by written order, direct changes to the TIs within the Space, Building Security Requirements, or the services required under the Lease.
- B. If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:
 - 1. An adjustment of the delivery date;
 - 2. An equitable adjustment in the rental rate; or

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3. A lump sum equitable adjustment.

- C. The Lessor shall assert its right to an amendment under this clause within **30 days** from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change, except the Lessor shall not be obligated to comply with such order or direction if the adjustment to which it is entitled causes the annual rent (net of operating costs) to exceed the Simplified Lease Acquisition Threshold established under GSAR 570.102.
- D. Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly delegated in writing the authority to direct changes, the Government shall not be liable to Lessor under this clause.

7. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all Buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, state and local laws applicable to and enforceable against it as a tenant under this Lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

8. 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any

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system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

9. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION) (DEC 2003)

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This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be found at [http:// www.acquisition.gov](http://www.acquisition.gov).

10. The following clauses are incorporated by reference:

FAR 52.204-10,	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020) (Applicable if over \$30,000 total contract value.)
FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
FAR 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014).
FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020) (Applicable to leases over \$35,000 total contract value.)
FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) (Applicable when cost or pricing data are required for work or services over \$750,000.)
FAR 52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020) (Applicable when the clause at FAR 52.215-10 is applicable.)
FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JUN 2020) ALTERNATE III (JUN 2020) (Applicable to Leases over \$750,000 total contract value.)
FAR 52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999) (Applicable to leases over \$750,000 total contract value.)
FAR 52.219-28	POST-AWARD SMALL BUSINESS REREPRESENTATION (NOV 2020) (Applicable to leases exceeding the micro-purchase threshold)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
FAR 52.222-26	EQUAL OPPORTUNITY (SEP 2016)
FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS (JUN 2020) (Applicable to leases \$150,000 or more, total contract value. Full text may be found at http://www.acquisition.gov)
FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020) (Applicable to leases over \$15,000 total contract value. Full text may be found at http://www.acquisition.gov)
FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS (JUN 2020) (Applicable to leases \$150,000 or more, total contract value.)
FAR 52.223-6	DRUG-FREE WORKPLACE (MAY 2001) (Applicable to Leases over the Simplified Lease Acquisition Threshold as well as to any Leases of any value awarded to an individual)
FAR 52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) (Applicable to leases over the micro-purchase threshold.)
FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD

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	MANAGEMENT (OCT 2018)
FAR 52.233-1	DISPUTES (MAY 2014)
GSAR 552.270-12	ALTERATIONS (SEP 1999)
GSAR 552.270-16	ADJUSTMENT FOR VACANT PREMISES (JUN 2011)
GSAR 552.270 20	PAYMENT (SEP 1999)
GSAR 552.270-25	SUBSTITUTION OF TENANT AGENCY (SEP 1999)
GSAR 552.270-28	MUTUALITY OF OBLIGATION (SEP 1999)
GSAR 552.270-31	PROMPT PAYMENT (JUN 2011)

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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REPRESENTATIONS AND CERTIFICATIONS

The Offeror makes the following Representations and Certifications. *NOTE: The "Offeror," as used on this form, is the owner or Lessor of the property offered, not an individual or agent representing the owner.*

The Offeror/Lessor certifies that they are the rightful and legal owner of the property and has the legal right to enter into this lease. If the title of the Offeror/Lessor shall fail, or it be discovered that the Offeror/Lessor did not have authority to lease the property, the Government may terminate. The Offeror/Lessor, the Offeror/Lessor's heirs, executors, administrators, successors, or assigns agree to indemnify the Lessee by reason of such failure and to refund all rentals paid.

Complete the appropriate boxes, sign the form, and attach the form to your offer.

1. 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2011)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.

(2) The small business size standard is \$20.5 Million in annual average gross revenue of the concern for the last 3 fiscal years.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this*

provision.] The offeror represents as part of its offer that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: _____.]* Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.]* The offeror represents as part of its offer that—

(i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: _____.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(7) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business

Initial _____

concern.

(8) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that—

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.]* Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in [38 U.S.C.101\(2\)](#), with a disability that is

service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under [15 U.S.C. 645\(d\)](#), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section

8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

2. 52.204-5 - WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the Offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The Offeror represents that it [] is a women-owned business concern.

3. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

(Applicable when the estimated value of the acquisition exceeds \$10,000)

The Offeror represents that—

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

4. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

(Applicable when the estimated value of the acquisition exceeds \$10,000)

The Offeror represents that—

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

5. 552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT FEDERAL TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) (APR 2012)

(a) In accordance with Sections 630 and 631 of Division of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), none of the funds made available by that Act may be used to enter into a contract action with any corporation that---

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or

(2) Was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation or such officer or agent and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Contractor represents that—

(1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) It is [] is not [] a corporation that was convicted, or had an officer or agent of the corporation acting on behalf of the corporation, convicted of a felony criminal violation under any Federal law within the preceding 24 months.

6. 52.203-02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(Applicable when the estimated value of the acquisition exceeds the simplified lease acquisition threshold)

(a) The Offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror 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 offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[Insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

7. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(Applicable when the estimated value of the acquisition exceeds \$100,000)

(a) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at [2 U.S.C. 1602\(8\)](#). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" ([52.203-12](#)).

(b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" ([52.203-12](#)) are hereby incorporated by reference in this provision.

(c) *Certification.* The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by [31 U.S.C. 1352](#). Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

8. 52.209-5 - CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(Applicable when the estimated value of the acquisition exceeds the simplified lease acquisition threshold)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is

not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in

connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

9. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be

matched with IRS records to verify the accuracy of the Offeror's TIN.

(d) Taxpayer Identification Number (TIN).

- ☐ TIN: _____
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal government;

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Government entity (Federal, State, or local);
- ☐ Partnership;
- ☐ Foreign government;
- ☐ Corporate entity (not tax-exempt);
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Corporate entity (tax-exempt);
- ☐ Other _____

(f) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:

Name _____

TIN _____

10. 52.204-6 – DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see [Subpart 32.11](#)) for the same concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—
(i) Via the Internet at <http://fedgov.dnb.com/webform>
or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and ZIP Code.

(iv) Company mailing address, city, state and ZIP Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

11. DUNS NUMBER (JUN 2004)

Notwithstanding the above instructions, in addition to inserting the DUNS Number on the offer cover page, the Offeror shall also provide its DUNS Number as part of this submission:

DUNS # _____

12. SYSTEM FOR AWARD MANAGEMENT (SEPTEMBER 2012)

The System for Acquisition Management (SAM) is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in the SAM prior to lease renewal. The Offeror shall register via the Internet at www.sam.gov. To remain active, the Offeror is required to update or renew its registration annually.

☒ Registration Active and Copy Attached

☐ Will Activate Registration and Submit Copy to the Government Prior to Award

LESSOR	
SIGNATURE:	DATE:
NAME OF SIGNER (PLEASE PRINT)	TITLE OF SIGNER:
WITNESS	
SIGNATURE:	DATE:
NAME OF WITNESS (PLEASE PRINT)	TITLE OF WITNESS:



Staff Report 127-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/13/2021

SUBJECT Workday System Subscription Contract Increase

Key Points

- Workday is the City's Financial and Human Capital Management System.
- Council approved the Workday subscription contract on August 14, 2017, for \$3,104,845 for a period of 5 years.
- The City has successfully implemented the Human Capital Management and Financial modules of Workday in Spring 2019. The City will implement Workday's Learning Management functionality by the end of 2021.
- The original Workday system subscription contract did not include the cost of sales tax or take into account price increases due to growth of the employee base and project module utilization.

Strategic Plan Alignment

N/A

Present Situation

The City has gained many efficiencies and cost-savings by implementing the Workday system. The Workday system subscription contract did not include the cost of sales tax or take into account price increases due to growth of the employee base and project module utilization. As a result, the contract amount needs to be increased by \$377,484.50 to include these factors.

Advantage(s)

Increasing the contract amount will ensure that the City can continue to utilize the Workday Financial and Human Capital system. The adjustment will provide for increases in the City's employee base and project module utilization for the remainder of the 2021-2022 biennium.

Disadvantage(s)

None

Budget Impact

There is no budget impact. The 2021-2022 budget includes the subscription amounts, estimates for additional usage, and applicable sale tax for the current year.

Prior Council Review

Council approved the original Workday Subscription contract on August 14, 2017.

Action Requested

Authorize the City Manager or designee to execute a contract amendment increasing the contract by \$377,484.50.

Scott Cooley, IT Application Services Manager, 360-487-7664

ATTACHMENTS:

- ▢ WorkDay Master Subscription Agreement

**Procurement Services**

(360) 487-8430

(360) 487-8433 fax

www.cityofvancouver.us

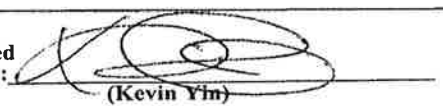
Federal Tax ID No. 91-6001288

Purchase Order Number: 88229**Amendment No:****Page: 1****Date:** 15-AUG-17**This Purchase Order number MUST appear on all invoices, packing lists, and correspondence related to this order.**

Supplier: WORKDAY INC 6230 STONERIDGE MALL RD PLEASANTON, CA 94588		Ship To:
Submit Invoice To: City of Vancouver Accounts Payable P.O. Box 1995 Vancouver, WA 98668 accpay@cityofvancouver.us	Promised Delivery Date: FOB: Payment Terms: Buyer: Effective Dates:	 FOB DESTINATION NET 30 S Cramer 25-AUG-17 to 24-AUG-22

If you have questions regarding this order, please contact:	
Note to Supplier:	- THE SUPPLIER IS TO PROVIDE A SUBSCRIPTION FOR WORKDAY FOR CITY OF VANCOUVER INFORMATION TECHNOLOGY SERVICES PER THE ATTACHED WRITTEN AGREEMENT AND BY REFERENCE HERETO MADE A PART OF THIS PURCHASE ORDER. PROJECT MANAGER: SCOTT COOLEY
See last page for Supplier Notes. Click or enter this URL http://www.cityofvancouver.us/psa_tc to access either the General terms and conditions (Rev. 05/2017) or the Professional Services terms and conditions (Rev. 05/2017), which is applicable to the issued Purchase Order, unless this is an amended Purchase Order.	

PO Number: 88229					Page 1 of 1
Line	Description	Quantity	UOM	Unit Price	Amount
				Subtotal	\$3,104,845.00
				Sales Tax	
				Total	\$3,104,845.00

Authorized
Signature:
(Kevin Yin)



MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement, effective as of the later of the dates beneath the parties' signatures below ("**Effective Date**"), is by and between **Workday, Inc. ("Workday")** a Delaware corporation with offices at 6230 Stoneridge Mall Road, Pleasanton, CA 94588 and **City of Vancouver ("Customer" or the "City")**, a Washington municipal corporation with offices at City Hall 415 W. 6th St., Vancouver, WA 98660. As Workday provides a subscription Service to which Customer intends to subscribe, this Agreement establishes the business relationship and allocation of responsibilities regarding the Service and the parties therefore agree as follows:

I. Provision of Service.

1.1 Workday Obligations. During the Term of this Agreement, Workday shall: (i) make the Service and Improvements available to Customer in accordance with the Documentation (which, for purposes of clarity under this Agreement, the Documentation in effect as of the Effective Date is the "Workday 28 User Guide") and the SLA (the version in effect as of the Effective Date is attached as Exhibit "B" and incorporated by this reference) and pursuant to the terms of this Agreement; (ii) not use Customer Data except to provide the Service, or to prevent or address service or technical problems, verify Service Improvements, in accordance with this Agreement and the Documentation, or in accordance with Customer's instructions; and (iii) not disclose Customer Data to anyone other than Authorized Parties in accordance with this Agreement and/or any applicable Laws. Workday will provide service credits to Customer according to the *Workday SLA Service Credit Exhibit* attached hereto as Exhibit A.

1.2 Customer Obligations. Customer may enable access of the Service for use only by Authorized Parties solely for the internal business purposes of Customer and its Affiliates in accordance with the Documentation and not for the benefit of any third parties. Customer is responsible for all Authorized Party use of the Service and compliance with this Agreement. Customer shall: (a) have sole responsibility for the accuracy, quality, and legality of all Customer Data; and (b) take commercially reasonable efforts to prevent unauthorized access to, or use of, the Service through login credentials of Authorized Parties, and notify Workday promptly of any such unauthorized access or use. Customer shall not: (i) use the Service in violation of applicable Laws; (ii) in connection with the Service, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights; (iii) knowingly or intentionally send or store Malicious Code in connection with the Service; (iv) interfere with or disrupt performance of the Service or the data contained therein; or (v) attempt to gain access to the Service or its related systems or networks in a manner not set forth in the Documentation. Customer shall designate a maximum number of named contacts as listed in the applicable Order Form to request and receive support services from Workday ("Named Support Contacts"). Named Support Contacts must be trained on the Workday product(s) for which they initiate support requests. Customer shall be liable for the acts and omissions of all Authorized Parties and Customer Affiliates relating to this Agreement.

2. Fees.

2.1 Invoices and Payment. Subscription Service Fees and all other fees due hereunder will be invoiced to Customer in the United States and payment will be remitted by Customer from the United States. All fees due hereunder (except fees subject to good faith dispute) shall be due and payable within thirty (30) days of invoice date. Workday may send all Customer invoices electronically by email to accpay@cityofvancouver.us or by US mail to City of Vancouver, Attn: Accounts Payable, P.O. Box 1995 Vancouver, Washington 98668, with a copy via email to the City's project manager as designated by the City. All fees are quoted and payable in United States Dollars and are based on access rights acquired and not actual usage. All remittance advice and invoice inquiries can be directed to Accounts.Receivable@workday.com. In the event of any good faith dispute with regard to all or part of an invoice, the undisputed portion shall be paid as set out above. Upon resolution of the disputed portion, any amounts owed by Customer to Workday shall be paid by Customer and any amounts owed by Workday to Customer shall be credited off Workday's next invoice.

2.2 Non-cancelable and non-refundable. Except as specifically set forth to the contrary under Section 6.2 "Warranty Remedies", Section 7 "Indemnification by Workday", Section 9 "Term and Termination", and under the SLA, all payment obligations under any and all Order Forms are non-cancelable and all payments made are non-refundable.

2.3 Overdue Payments. Any payment not received from Customer by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at Workday's discretion, late charges at the rate of 1.0% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

2.4 Non-Payment and Suspension of Service. If Customer's account is more than thirty (30) days past due (except with respect to charges subject to a reasonable and good faith dispute), in addition to any other rights or remedies it may have under this

MASTER SUBSCRIPTION AGREEMENT

Agreement or by law, Workday reserves the right to suspend the Service upon thirty (30) days written notice, without liability to Customer, until such amounts are paid in full. Such notice shall clearly and prominently state that the Service is at risk of suspension and shall not solely take the form of an invoice with an overdue notice.

2.5 Taxes. This section applies only if Customer has not provided Workday with a tax exemption certificate authorized and honored by applicable taxing authorities that covers all Transaction Taxes. Subscription Services Fees and all other fees invoiced pursuant to this Agreement do not include in its price any transaction taxes, which may include local, state, provincial, federal taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, sales tax (referred to as "Taxes"). Customer is responsible for paying all Taxes imposed on the Subscription Services Fees or any other services provided under this Agreement, excluding U.S. income taxes imposed on Workday. If Workday has a legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, the appropriate amount shall be computed based on Customer's address listed in the first paragraph of this Agreement which will be used as the ship-to address on the Order Form, and invoiced to and paid by Customer, unless Customer provides Workday with a valid tax exemption certificate authorized by the appropriate taxing authority. Upon Customer's request, Workday shall cooperate, in good faith, with Customer regarding taxes assessed on any given invoice, including but not limited to discussions regarding which line item(s) in a particular invoice are (or are not) being assessed taxes. Workday is solely liable for any tax obligation arising from Workday's performance of this Agreement. Workday hereby agrees to be responsible for any late interest and penalties arising from Workday's failure to remit the applicable taxes charged on all fees earned pursuant to this Agreement to the relevant tax authority.

3. Proprietary Rights.

3.1 Ownership and Reservation of Rights to Workday Intellectual Property. Workday and its licensors own all right, title and interest in and to the Service, Documentation, and other Workday Intellectual Property Rights. Subject to the limited rights expressly granted hereunder, Workday reserves all rights, title and interest in and to the Service, and Documentation, including all related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

3.2 Grant of Rights. Workday hereby grants Customer (for itself and Customer's Affiliates and Authorized Parties for whom Customer enables access to the Service) a non-exclusive, non-transferable, right to use the Service and Documentation, solely for the internal business purposes of Customer and its Affiliates and solely during the Term, subject to the terms and conditions of this Agreement within scope of use defined in the relevant Order Form. The Service is provided in U.S. English. Workday has translated portions of the Service into other languages. Customer and its Authorized Parties may only use the translated portions of the Service for the number of languages listed in the applicable Order Form.

3.3 Restrictions. Customer shall not (i) modify or copy the Service or Documentation or create any derivative works based on the Service or Documentation; (ii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Service or Documentation available to any third party, other than to Authorized Parties as permitted herein; (iii) reverse engineer or decompile any portion of the Service or Documentation, including but not limited to, any software utilized by Workday in the provision of the Service and Documentation, except to the extent required by Law; (iv) access the Service or Documentation in order to build any commercially available product or service; or (v) copy any features, functions, integrations, interfaces or graphics of the Service or Documentation.

3.4 Ownership of Customer Data. As between Workday and Customer, Customer owns its Customer Data.

3.5 Customer Input. Workday shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Service any Customer Input. Workday shall have no obligation to make Customer Input an Improvement. Customer shall have no obligation to provide Customer Input.

4. Confidentiality.

4.1 Confidentiality. A party shall not disclose or use any Confidential Information of the other party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement except with the other party's prior written permission.

4.2 Protection. Each party agrees to protect the Confidential Information of the other party in the same manner that it protects its own Confidential Information of like kind, but in no event using less than a reasonable standard of care. To the extent



MASTER SUBSCRIPTION AGREEMENT

Customer concludes that the Service will include Customer Data that is protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the parties agree to enter into Workday's business associate agreement.

4.3 Compelled Disclosure. A disclosure by one party of Confidential Information of the other party to the extent required by Law shall not be considered a breach of this Agreement, provided the party so compelled promptly provides the other party with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure. Workday acknowledges that Customer is subject Washington's Public Records Act, RCW 42.56, ("PRA"). If the Customer receives a records request under the PRA covering information that Workday asserts to be Workday Confidential Information, Customer shall notify Workday promptly but no less than ten (10) business days prior to release of such request, in order to provide Workday time to seek a court order against such release. Only to the extent that Customer is allowed by law, Customer will reasonably consider granting an extension to Workday upon request so that Workday can adequately assess voluminous materials that have been requested. If Workday fails to obtain such an order or fails to commence a lawsuit seeking such an order prior to the release date identified in Customer's notice, Customer thereafter may release the asserted Workday Confidential Information covered by the public records request without further obligation or liability to Workday under this Agreement or any other agreement, under any applicable law, or otherwise.

4.4 Remedies. If a party discloses or uses (or threatens to disclose or use) any Confidential Information of the other party in breach of confidentiality protections hereunder, the other party shall have the right, in addition to any other remedies available, to injunctive relief to enjoin such acts, it being acknowledged by the parties that any other available remedies are inadequate.

4.5 Exclusions. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the other party; (ii) was known to a party prior to its disclosure by the other party without breach of any obligation owed to the other party; (iii) was independently developed by a party without breach of any obligation owed to the other party; or (iv) is received from a third party without breach of any obligation owed to the other party. Customer Data shall not be subject to the exclusions set forth in this Section.

5. Customer Data.

5.1 Protection and Security. During the Term of this Agreement, Workday shall maintain a formal security program materially in accordance with industry standards that is designed to: (i) ensure the security and integrity of Customer Data; (ii) protect against threats or hazards to the security or integrity of Customer Data; and (iii) prevent unauthorized access to Customer Data. Such security program will conform to the *Workday Security Exhibit* attached hereto, and is further described in Workday's most recently completed Service Organization Control 1 (SOC1) and Service Organization Control 2 (SOC2) audit reports or industry-standard successor reports. The most recently completed, as of the Effective Date, SOC1 and SOC2 audit reports are referred to as the "Current Audit Reports". Each year, Workday will retain a nationally recognized public accounting firm to produce such an audit report relating to the Service at Workday's cost. In no event during the Term shall Workday materially diminish the protections provided by the controls set forth in Workday's Security Exhibit and the Current Audit Reports. Workday will promptly remediate any material deficiencies identified in the Current Audit Report. Upon Customer's request, Workday will provide Customer with a copy of Workday's then-current SOC1 and SOC2 audit reports or comparable industry-standard successor report prepared by Workday's independent third party auditor. Workday is self-certified to the EU-U.S. Privacy Shield Framework maintained by the U.S. Department of Commerce ("Privacy Shield") and will remain certified for the Term of the Agreement provided that the Privacy Shield is recognized by the European Commission as a legitimate basis for the transfer of Personal Data to an entity located in the United States. The *Data Processing Exhibit* attached hereto will apply to the processing of Personal Data (as defined in the Data Processing Exhibit). Workday designs its Service to allow Customers to achieve differentiated configurations, enforce user access controls, and manage data categories that may be populated and/or made accessible on a country-by-country basis. Customer understands that its use of the Service and compliance with any terms hereunder does not constitute compliance with any Law. Customer understands that it has an independent duty to comply with any and all Laws applicable to it.

5.2 Unauthorized Disclosure. If either party believes that there has been a Security Breach, such party must promptly notify the other party, unless legally prohibited from doing so, within forty-eight hours or any shorter period as may be required by Law. Additionally, each party will reasonably assist the other party in mitigating any potential damage. Each party shall bear the costs of such remediation or mitigation to the extent the breach or security incident was caused by it except as such costs may be allocated pursuant to Section 5.3. As soon as reasonably practicable after any such Security Breach that is not clearly attributable



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to Customer or its Authorized Parties, Workday shall conduct a root cause analysis and, upon request, will share the results of its analysis and its remediation plan with Customer.

5.3 Workday Remediation of Certain Unauthorized Disclosures. In the event that any unauthorized access to or acquisition of Personal Data is caused by Workday's breach of its security and/or privacy obligations under this Agreement, Workday shall reimburse Customer for the reasonable and documented costs incurred by Customer in connection with the following items: (a) any required forensic investigation to determine the cause of the breach, (b) providing notification of the security breach to applicable government and relevant industry self-regulatory agencies, to the media (if required by applicable Law) and to individuals whose Personal Data may have been accessed or acquired, (c) providing credit monitoring service to individuals whose Personal Data may have been accessed or acquired for a period of one year after the date on which such individuals were notified of the unauthorized access or acquisition for such individuals who elected such credit monitoring service, and (d) operating a call center to respond to questions from individuals whose Personal Data may have been accessed or acquired for a period of one year after the date on which such individuals were notified of the unauthorized access or acquisition. NOTWITHSTANDING THE FOREGOING, OR ANYTHING IN THE AGREEMENT TO THE CONTRARY, WORKDAY SHALL HAVE NO RESPONSIBILITY TO PAY COSTS OF REMEDIATION THAT ARE DUE TO RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD BY CUSTOMER OR ITS EMPLOYEES, AGENTS OR CONTRACTORS.

6. Warranties and Disclaimers.

6.1 Warranties. Each party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all Laws applicable to it related to data privacy, international communications and the transmission of technical or personal data. Workday warrants that during the Term (i) the Service shall perform materially in accordance with the Documentation; (ii) the functionality of the Service will not be materially decreased during the Term; and (iii) to the best of its knowledge, the Service does not contain any Malicious Code. Workday further warrants that it will not knowingly introduce any Malicious Code into the Service. Malicious Code, no matter how introduced, will be remedied in accordance with Section 6.2.

6.2 Warranty Remedies. In the event of a breach of the warranty set forth in Section 6.1 (i) or (ii), or upon the discovery of Malicious Code in the Service, (a) Workday shall correct the non-conforming Service at no additional charge to Customer, or (b) in the event Workday is unable to correct such deficiencies after good-faith efforts, Workday shall refund Customer amounts paid that are attributable to the defective Service from the date Workday received such notice through the date of remedy, if any. To receive financial warranty remedies, Customer must promptly report deficiencies in writing to Workday, but no later than thirty (30) days of the first date the deficiency is identified by Customer, but Customer's failure to notify Workday within such thirty (30) day period shall not affect Customer's right to receive the remedy in Section 6.2(a) unless Workday is unable or materially impaired in its ability to, correct the deficiency due to Customer's failure to notify Workday within the thirty (30) day period. Notice of breaches of the warranty in Section 6.1(i) or (iii) shall be made through Workday's then-current error reporting system; notices of breaches of any other warranty shall be made in writing to Workday in accordance with the Notice provisions of this Agreement. The remedies set forth in this subsection shall be Customer's sole remedy and Workday's sole liability for breach of these warranties unless the breach of warranty constitutes a material breach of the Agreement and Customer elects to terminate the Agreement in accordance with the Section entitled "Termination".

6.3 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORKDAY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE AND/OR RELATED DOCUMENTATION. WORKDAY DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE PROVISION OF THE SERVICE.

7. Intellectual Property Indemnification by Workday to Customer. Workday shall defend, indemnify and hold Customer harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with claims, demands, suits, or proceedings ("Claims") made or brought against Customer by a third party alleging that the use of the Service as contemplated

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hereunder infringes any third party's Intellectual Property Rights; provided, however, that Customer: (a) promptly gives written notice of the Claim to Workday; (b) gives Workday sole control of the defense and settlement of the Claim (provided that Workday may not settle any Claim unless it unconditionally releases Customer of all liability); and (c) provides to Workday, at Workday's cost, all reasonable assistance. Workday shall not be required to indemnify Customer to the extent that the alleged infringement arises from: (w) modification of the Service by Customer, its Employees, or Authorized Parties in conflict with Customer's obligations or as a result of any prohibited activity as set forth herein; (x) use of the Service in a manner inconsistent with the Documentation; (y) use of the Service in combination with any other product or service not provided by Workday; or (z) use of the Service in a manner not otherwise contemplated by this Agreement. If Customer is enjoined from using the Service or Workday reasonably believes it will be enjoined, Workday shall have the right, at its sole option, to obtain for Customer the right to continue use of the Service or to replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to Workday, then use of the Service may be terminated at either party's option and Workday's sole liability shall be to refund any prepaid fees for the Service that were to be provided after the effective date of termination.

8. Limitation of Liability.

8.1 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO (i) WORKDAY'S INDEMNIFICATION OBLIGATIONS IN SECTION 7, (ii) CLAIMS FOR BODILY INJURY, DEATH OR DAMAGE TO TANGIBLE PERSONAL PROPERTY TO THE EXTENT RESULTING FROM WORKDAY'S ACTIONS, (iii) RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD, (iv) WORKDAY'S REMEDIATION OBLIGATIONS IN SECTION 5.3; OR (v) CUSTOMER'S PAYMENT OBLIGATIONS,

IN NO EVENT SHALL EITHER PARTY'S (OR WORKDAY'S AFFILIATES' OR THIRD PARTY LICENSORS') AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE FEES ACTUALLY PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT DURING THE IMMEDIATELY PRECEDING TWENTY-FOUR (24) MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE (OR, FOR A CLAIM ARISING BEFORE THE SECOND ANNIVERSARY OF THE EFFECTIVE DATE, THE AMOUNT PAID OR PAYABLE FOR THE FIRST TWENTY-FOUR (24) MONTH PERIOD)

8.2 EXCLUSION OF DAMAGES. EXCEPT WITH RESPECT TO AMOUNTS TO BE PAID BY EITHER PARTY PURSUANT TO A COURT AWARD (OTHER THAN A DEFAULT JUDGMENT) OR SETTLEMENT AS WELL AS THE DEFENSE COSTS UNDER THE INDEMNIFICATION OBLIGATIONS NO MATTER HOW SUCH DAMAGES MAY BE CHARACTERIZED, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, COST OF DATA RECONSTRUCTION, COST OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS OR SUBCONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. CUSTOMER WILL NOT ASSERT THAT ITS PAYMENT OBLIGATIONS AS SET FORTH IN AN ORDER FORM ARE EXCLUDED AS WORKDAY'S LOST PROFITS.

8.3 DIRECT DAMAGES. SUBJECT TO SECTION 8.1 AND NOTWITHSTANDING SECTION 8.2 ABOVE, THE PARTIES AGREE THAT WITH RESPECT TO WORKDAY'S BREACH OF ITS OBLIGATIONS SET FORTH IN THIS AGREEMENT, THE FOLLOWING SHALL BE CONSIDERED DIRECT DAMAGES AND WORKDAY SHALL REIMBURSE CUSTOMER FOR REASONABLE COSTS AND EXPENSES ACTUALLY PAID TO THIRD PARTIES FOR: (i) FINES AND PENALTIES IMPOSED BY GOVERNMENTAL AUTHORITY ARISING FROM SUCH BREACH; AND (iii) LEGAL FEES, INCLUDING REASONABLE ATTORNEY'S FEES, TO DEFEND AGAINST THIRD PARTY CLAIMS ARISING FROM SUCH BREACH AND FOR CLAIMS DEFENDED BY CUSTOMER, AMOUNTS PAID TO AFFECTED THIRD PARTIES AS DAMAGES OR SETTLEMENTS ARISING FROM SUCH BREACH.

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9. Term and Termination.

9.1 Term of Agreement. The Term of this Agreement commences on the Effective Date and continues until the stated term in all Order Forms has expired or has otherwise been terminated, unless otherwise extended pursuant to the written agreement of the parties. Subscriptions to the Service commence on the date, and are for a period, as set forth in the applicable Order Form.

9.2 Termination. Either party may terminate this Agreement (i) upon thirty (30) days prior written notice to the other party of a material breach by the other party if such breach remains uncured at the expiration of such notice period; or (ii) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In the event the Agreement is terminated, all Order Forms are simultaneously terminated. Upon any termination by Customer pursuant to this section, Workday shall refund Customer any prepaid fees for the affected Service that were to be provided after the effective date of termination.

9.3 Effect of Termination. Upon any termination of this Agreement, Customer shall, as of the date of such termination, immediately cease accessing and otherwise utilizing the applicable Service (except as permitted under the section entitled "Retrieval of Customer Data") and Workday Confidential Information. Termination for any reason shall not relieve Customer of the obligation to pay any undisputed fees accrued or due and payable to Workday prior to the effective date of termination and termination for any reason other than for uncured material breach by Workday shall not relieve Customer of the obligation to pay all future amounts due under all order forms.

9.4 Termination for Lack of Fiscal Funding. Customer is a local governmental entity that relies on funding allocated at the state and local level to fund the Service in the Agreement. Customer intends to continue the Agreement for its entire term and to satisfy its obligations thereunder. For each succeeding fiscal period: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under the Agreement; (b) Customer agrees to use reasonable and lawful means to secure these appropriations. If sufficient funds are not appropriated to Customer for payment under this Agreement for any future fiscal period then Customer may terminate the Agreement by giving Workday not less than thirty (30) days prior written notice. Upon termination Customer will remit all amounts due and all costs reasonably incurred by through the date of termination and, to the extent of lawfully available funds, through the end of the then current fiscal period. Upon request by Workday, Customer shall identify to Workday the extent to which funds have been allocated for individual Order Forms; Customer will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. There is no penalty to the Customer in the event this provision applies.

9.5 Retrieval of Customer Data. Upon written request by Customer made prior to any expiration or termination of this Agreement, Workday will make Customer Data available to Customer through the Service solely for purposes of Customer retrieving Customer Data for a period of up to sixty (60) days after such request is received by Workday. After such sixty (60) day period, Workday will have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data by deletion of Customer's Tenant; provided, however, that Workday will not be required to remove copies of the Customer Data from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday will continue to protect the Customer Data in accordance with this Agreement. The foregoing deletion obligation will be subject to any retention obligations imposed on Workday by Law. Additionally, during the Term of the Agreement, Customers may extract Customer Data using Workday's standard web services.

9.6 Transition Period before Final Termination. Upon any termination of the Agreement, Workday shall, upon Customer's request, continue to provide the Service to Customer (except where Workday is enjoined) pursuant to the terms of this Agreement for a transitional period of up to three (3) months (the "Transition Period"). Access to the Service during the Transition Period will be subject to the fees set out in the applicable Order Form, prorated on a monthly basis and payable in advance, based on the annual fees for the Service during calendar period of the Transition Period if the Order Form has fees for such calendar period, and for any portion of the Transition Period not covered by pre-negotiated fees on the Order Form, based upon the annual fees for the twelve month period immediately preceding the termination date plus an additional five percent (5%). During the Transition Period, Workday will provide cooperation and assistance as Customer may reasonably request to support an orderly transition to another provider of similar software, services, or to Customer's internal operations. Such cooperation and assistance will be limited to consulting regarding the Workday Service and will be subject to a fee based on Workday's then-current rates for consulting services and such services will be set out in a statement of work to a professional services agreement between the parties. Notwithstanding the foregoing, in the event of termination of this Agreement by Workday for breach by Customer,



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Workday may withhold the provision of transition Services and condition further performance upon (i) payment of undisputed fees then owed, (ii) prepayment of fees for further services, and (iii) receipt by Workday of an officer's certificate from Customer certifying ongoing compliance with the terms of this Agreement during the Transition Period.

9.7 Surviving Provisions. The following provisions of this Agreement shall not survive and will have no further force or effect following any termination or expiration of this Agreement: (i) subsection (i) of Section 1.1 "Workday Obligations"; (ii) Section 3.2 "Grant of Rights"; and (iii) any Order Form(s). All other provisions of this Agreement shall survive any termination or expiration of this Agreement.

10. General Provisions.

10.1 Relationship of the Parties. The parties are independent contractors. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement. Each party shall solely be responsible for payment of all federal, state and local income tax withholding, employment and disability insurance and Social Security and other similar taxes that in each and every case it is required by applicable Law to pay with respect to any compensation or benefits provided by the parties to their respective employees.

10.2 Insurance. Workday will maintain during the entire Term of this Agreement, at its own expense, the types of insurance coverage specified below, on standard policy forms and with insurance companies with at least an A.M. Best Rating of A- VII authorized to do business in the jurisdictions where the Workday services are to be performed.

- (a) Workers' Compensation insurance prescribed by applicable local law and Employers Liability insurance with limits not less than \$1,000,000 per accident/per employee. This policy shall include a waiver of subrogation against Customer
- (b) Business Automobile Liability covering all vehicles that Workday owns, hires or leases with a limit of no less than \$1,000,000 (combined single limit for bodily injury and property damage) for each accident.
- (c) Commercial General Liability insurance including Contractual Liability Coverage, with coverage for products liability, completed operations, property damage and bodily injury, including death, with an aggregate limit of no less than \$2,000,000. This policy shall name Customer as an additional insured with respect to the provision of services provided under this Agreement. This policy shall include a waiver of subrogation against Customer.
- (d) Technology Professional Liability Errors & Omissions policy (which includes Cyber Risk coverage and Computer Security and Privacy Liability coverage) with a limit of no less than \$10,000,000 per occurrence and in the aggregate, covering all acts, errors, omissions, negligence, network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for Customer or on behalf of Customer hereunder.
- (e) Crime policy with a limit of no less than \$5,000,000 per occurrence and in the aggregate.
- (f) Excess Liability/Umbrella coverage with a limit of no less than \$9,000,000 per occurrence and in the aggregate (such limit may be achieved through increase of limits in underlying policies to reach the level of coverage shown here). This policy shall name Customer as an additional insured with respect to the provision of services provided under this Agreement. This policy shall include a waiver of subrogation against Customer.

Upon Customer's request, Workday agrees to deliver to Customer a certificate(s) of insurance evidencing the coverage specified in this Section. Such certificate(s) will contain a thirty (30) day prior notice of cancellation provision. Workday will be solely responsible for any deductible or self-insurance retentions. Such insurance coverage will be primary and any other valid insurance existing will be in excess of such primary insurance policies. The required insurance coverage and limits of liability set forth above



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shall not be construed as a limitation or waiver of any potential liability of satisfaction of any indemnification/hold harmless obligation of Workday.

10.3 Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the third business day after first class mailing; or (iii) the second business day after sending by facsimile with telephonic confirmation of receipt. Notices shall be addressed in accordance with the table below. Each party may modify its recipient of notices by providing notice pursuant to this Agreement.

<u>To Workday:</u>	<u>To Customer:</u>
Workday, Inc. Attn. General Counsel 6230 Stoneridge Mall Road Pleasanton, CA 94588	City of Vancouver Attn: Scott Cooley, IT Application Services Manager P.O. Box 1995 Vancouver Washington 98668

10.4 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

10.5 Force Majeure. Neither party shall be liable for any failure or delay in performance under this Agreement for causes beyond that party's reasonable control and occurring without that party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, and/or acts of terror. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

10.6 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms) without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets so long as the assignee agrees to be bound by all of the terms of this Agreement and all undisputed past due fees are paid in full. Any attempt by a party to assign its rights or obligations under this Agreement other than as permitted by this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.7 Governing Law; Waiver of Jury Trial. This Agreement shall be governed exclusively by the internal laws of the State of Washington, without regard to its conflicts of laws rules. The parties agree that the rights and obligations of the Parties under this Agreement shall not be governed by the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods. Venue for any legal action relating to this Agreement will be in Clark County, Washington for any state court actions and the Western District of Washington for Federal court actions. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

10.8 Export. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Service. Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (i) is located in a country that is subject to a U.S. government embargo; (ii) is listed on any U.S. government list of prohibited or restricted parties; or (iii) is engaged in activities directly or indirectly related to the proliferation of weapons of mass destruction.



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10.9 Federal Government End Use Provisions (if applicable). Workday provides the Service, including related software and technology, for federal government end use solely in accordance with the following: Government technical data and software rights related to the Service include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202.3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a “need for” right not conveyed under these terms, it must negotiate with Workday to determine whether there are acceptable terms for transferring additional rights. A mutually acceptable addendum specifically conveying such rights must be executed by the parties in order to convey such rights beyond those set forth herein.

10.10 Use by other Entities. The parties agree that other public entities, including state agencies, local governments, local school systems, courts, and public institutions of higher education may utilize the terms of this Agreement to purchase services from Workday. The parties understand that pricing is specific to utilization metrics and the choice of Workday Service components and that other entities will not necessarily pay the same price as Customer. Any such other entity shall be responsible for complying with its relevant procurement rules and regulations. Customer will in no way whatsoever incur any liability to Workday, such entities, or others in relation to specifications, delivery, payment, or any other aspect of actions or omissions by such entities. An entity wishing to utilize this Agreement will execute its own Order Form which references this Agreement and incorporates it by reference or may, at its option, choose to have a copy of this Agreement executed in its own name.

10.11 Publicity. Except as set forth herein, Workday shall not use Customer's name, logos or trademarks, without the prior written consent of Customer, in any written press releases, advertisements and/or marketing materials. Notwithstanding the foregoing, Workday may use Customer's name and logo in lists of customers and on its website, including, but not limited to, Workday's community portal; however, such usage shall not be classified as an advertisement but only identification as an entity who receives the Service from Workday. For the avoidance of doubt, this section does not prohibit Workday from referencing Customer's name in a verbal format.

10.12 Miscellaneous.

(a) **Entire Agreement.** This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict, the provisions of an Order Form shall take precedence over provisions of the body of this Agreement and over any other Exhibit or Attachment. This Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. This Agreement may be executed in counterparts, which taken together shall form one binding legal instrument. All agreements and signatures to said agreements must be in non-electronic, written form.

(b) **E-Verify.** Workday agrees that it participates (and will continue to participate during the Term) in the federal E-Verify program (or similar verification program), the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a.

(c) **Debarment.** Workday acknowledges, by contract signature that, at the date of contract execution, Workday is not under suspension or debarment by the State of Washington, any federal agency or any other individual state government. The parties agree that this section shall be considered a material term of this Agreement.

(d) **Nondiscrimination.** Customer is an equal opportunity employer. Each party will comply, in the running of its business, with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, nondiscrimination, and workplace safety, including but not limited to the Americans with Disabilities Act and drug-free workplace laws. The parties agree that this section shall be considered a material term of this Agreement.

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(e) **Right to Review.** During the Term of this Agreement but not more frequently than once per year, Workday shall make available to Customer or its chosen independent third party auditor, for examination only those financial books, records, and files of Workday that are necessary for Customer to verify Workday's charges for the Service provided under any Order Form(s) issued hereunder. Workday shall maintain complete and accurate records as is reasonably necessary to substantiate such charges for six (6) years after the charges have been invoiced. Customer shall provide Workday with reasonable notice prior to conducting such financial audit and the parties shall mutually agree upon the timing of such financial audit which shall be conducted in a manner that is not disruptive to Workday's business operations. Customer will pay for all costs related to such audits. Such right shall not extend to or require on-site audits of Workday's operations or third party hosting facilities, disclosure of any confidential information of any other Workday customer, or Workday's payroll records or other financial records not related to Service fees invoiced to Customer. Notwithstanding the foregoing, Workday understands and agrees that this Agreement is subject to review by any Federal or State auditor.

10.13 Compliance.

(a) For purposes of added clarity and in accordance with the obligations already set forth in the first sentence of Section 6.1 above, each party agrees, in connection with its performance of this Agreement, that it shall comply with all Laws applicable to it.

(b) **Source Code Escrow.** Customer will be named as a beneficiary under the escrow agreement ("Escrow Agreement") between Workday and Iron Mountain ("Escrow Agent") during the Term of the Agreement. The Escrow Agreement shall govern the maintenance and release of such source code, and Workday agrees to update, enhance, or otherwise modify such escrowed source code promptly upon each release of a new version of the Service. Customer agrees to pay the costs of being a named a beneficiary directly to the Escrow Agent. Customer's right to access and use the source code is subject to Customer's continued compliance in all material respects with the Agreement. Customer shall treat the Source Code as Workday Confidential Information and shall provide the Source Code the security and protection required by this Agreement. Under all circumstances, the Source Code shall remain the property of Workday, and Customer shall only use the Source Code in conjunction with, and to maintain the software to operate the Service consistent with and through the end of the Term of this Agreement, and for no other purpose.

(c) **City Business and Occupation License.** In most cases, contractors will be required to get a business license when contracting with the City, unless allocable exemptions apply. Workday shall obtain a business license if required pursuant to Vancouver Municipal Code Chapter 5.04 and applicable Law.

11. Definitions.

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control by either party. For purposes of the preceding sentence, "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. For Customer, "Affiliate" also means any special district or local government entity within Clark County, Washington to which Customer provides services.

"Agreement" means this Master Subscription Agreement, including the Workday Production Support and Service Level Availability Policy (as may be updated from time to time), any exhibits or attachments hereto, and any fully executed Order Form.

"Authorized Parties" means Customer's or an authorized Affiliate's Employees and third party providers authorized to access Customer's Tenants and/or to receive Customer Data by Customer (i) in writing, (ii) through the Service's security designation, or (iii) by system integration or other data exchange process.

"Confidential Information" means (a) any software utilized by Workday in the provision of the Service and its respective source code; (b) Customer Data; (c) each party's business or technical information, including but not limited to the Documentation, training materials, any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by the disclosing party as "confidential" or "proprietary" or the receiving party knows or should reasonably know is confidential or proprietary; and (d) absent a compelled disclosure under Section 4.3, the terms, conditions and pricing of this Agreement (but not its existence or parties).



MASTER SUBSCRIPTION AGREEMENT

"Customer Data" means the electronic data or information submitted by Customer or Authorized Parties to the Service.

"Customer Input" means suggestions, enhancement requests, recommendations or other feedback provided by Customer, its Employees and Authorized Parties relating to the operation or functionality of the Service.

"Documentation" means Workday's electronic Administrator Guide for the Service (formerly known as the User Guide), which may be updated by Workday from time to time. Any such updates will not materially diminish the functionality and/or performance of the Service.

"Employee" or "Worker" means actual or prospective employees, students, consultants, contingent workers, independent contractors, and retirees of Customer and its Affiliates whose active business record(s) are or may be managed by the Service and for which a subscription to the Service has been purchased pursuant to an Order Form. The Order Form defines how the Employee count is calculated for subscription fee purposes.

"Improvements" means all improvements, updates, enhancements, error corrections, bug fixes, release notes, upgrades and changes to the Service and Documentation, as developed by Workday and made generally available for Production use without a separate charge to Customers.

"Intellectual Property Rights" means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

"Law" means any local, state, national and/or foreign law, treaties, and/or regulations applicable to a respective party.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

"Order Form" means the separate ordering documents under which Customer subscribes to the Workday Service pursuant to this Agreement that have been fully executed by the parties.

"Personal Data" means any information that is related to an identified or identifiable individual and has been provided by Customer or its Affiliates as Customer Data within the Workday Service to enable Workday to Process the data on its behalf.

"Production" means the Customer's or an Employee's use of or Workday's written verification of the availability of the Service (i) to administer Employees; (ii) to generate data for Customer's books/records; or (iii) in any decision support capacity.

"Security Breach" means (i) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of, Customer Data; provided that an incidental disclosure of Customer Data to an Authorized Party or Workday, or incidental access to Customer Data by an Authorized Party or Workday, where no reasonable suspicion exists that such disclosure or access involves theft, or is fraudulent, criminal or malicious in nature, shall not be considered a "Security Breach" for purposes of this definition, unless such incidental disclosure or incidental access triggers a notification obligation under any applicable Law and (ii) any security breach (or substantially similar term) as defined by applicable Law.

"Service" means Workday's software-as-a-service applications as described in the Documentation and subscribed to under an Order Form.

"SLA" means the *Workday Production Support and Service Level Availability Policy*, which may be updated by Workday from time to time. No update shall materially diminish Workday's responsibilities under the Workday Production Support and Service Level Availability Policy.

"Subscription Service Fee" means all amounts invoiced and payable by Customer for the Service.

"Tenant" means a unique instance of the Service, with a separate set of customer data held by Workday in a logically separated database (i.e., a database segregated through password-controlled access).



MASTER SUBSCRIPTION AGREEMENT

"Tenant Base Name" is a naming convention that will be used in all of the tenant URLs provided by Workday, as specified in Customer's initial Order Form subscribing to the Service, and which shall remain constant throughout the Term.

"Term" has the meaning set forth in Section 9.1.



MASTER SUBSCRIPTION AGREEMENT

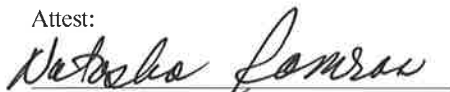
THE VALIDITY OF THIS AGREEMENT IS CONDITIONED ON WORKDAY RECEIVING A FULLY SIGNED COPY OF THIS AGREEMENT NO LATER THAN 5:00 PM PACIFIC TIME ON AUGUST 25, 2017. TO DELIVER THE AGREEMENT TO WORKDAY, PLEASE PROVIDE A SIGNED COPY TO YOUR MAIN WORKDAY CONTACT.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement.

CITY OF VANCOUVER,
A municipal corporation

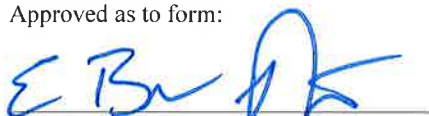

Eric Holmes, City Manager

Attest:


Lloyd Tyler, City Clerk
By: ~~Carrie Lewellen~~, Deputy City Clerk

Date:

Approved as to form:


E. Bronson Potter, City Attorney

WORKDAY, INC.


Signature:

Carol Richwood, VP, Finance
By: Printed Name / Title

Date: July 14, 2017

Approved as to Legal Form by:

Katie Hauck
Katie Hauck (Jul 13, 2017)



MASTER SUBSCRIPTION AGREEMENT

EXHIBIT A WORKDAY SLA SERVICE CREDIT

In the event of a failure by Workday to meet the Service Availability and Service Response minimums as set forth in the SLA, as Customer's sole and exclusive remedy, at Customer's request, Workday shall provide service credits in accordance with the following:

- a. First month of missed availability or response minimum: The parties shall meet to discuss possible corrective actions
- b. Second consecutive month: 10% of the Subscription Fee paid for the applicable month for the affected Service application
- c. Third consecutive month: 20% of the Subscription Fee paid for the applicable month for the affected Service application
- d. Fourth consecutive month: 30% of the Subscription Fee paid for the applicable month for the affected Service application
- e. Fifth consecutive month: 40% of the Subscription Fee paid for the applicable month for the affected Service application
- f. Sixth consecutive month: 50% of the Subscription Fee paid for the applicable month for the affected Service application
- g. More than six consecutive months: Within thirty (30) days of such failure Customer shall have the option to terminate the entire Agreement and upon such termination Customer shall receive a refund of all prepaid subscription fees that are unearned as of the date such termination is effective.
- h. If more than one of the above (a through g) is triggered, Customer will be eligible for the greater amount for the applicable month only. Credits shall be deducted from subsequent invoices for subscription fees or other fees or, upon expiration or termination of the Agreement, paid to Customer directly.



MASTER SUBSCRIPTION AGREEMENT

EXHIBIT B

Workday Production Support and Service Level Availability Policy (SLA)

[see Workday Production Support and Service Level Availability Policy (SLA) beginning on the following page]



DATA PROCESSING EXHIBIT

This Data Processing Exhibit (“DPE”) forms part of the Master Subscription Agreement between Workday and Customer (the “Agreement”) under which Workday provides the Workday Service to Customer.

Designated Data Center Location: United States

1. Definitions

Unless otherwise defined below, all capitalised terms have the meaning given to them in the Agreement and/or exhibits thereto.

“**Additional Products**” means products, services, and applications (whether made available by Workday or a third party) that are not part of the Service.

“**Affiliates**” has the same meaning as in the Agreement.

“**Contingent Worker**” for the purposes of this DPE only, means: (i) an individual (who is not a direct employee of Workday or a Workday Affiliate) that is directly engaged by Workday or a Workday Affiliate (not employed through another entity) to perform any of Workday’s obligations under the Agreement or this DPE; or (ii) an individual who is engaged by Workday or a Workday Affiliate to perform any of Workday’s obligations under the Agreement or DPE but employed through a staffing firm entity where such entity is in the business of providing staffing augmentation but does not undertake responsibility for the direct supervision of the individual. For the purpose of this DPE, Contingent Workers shall be treated like Workday employees and Workday shall be liable for the acts and omissions of any Contingent Workers to the same extent as if the acts or omissions were performed by Workday.

“**Customer**” has the same meaning as in the Agreement.

“**Customer Audit Program**” means Workday’s customer audit program where, subject to the then current terms of the program, Workday shall provide, and Workday customers shall pay for, an audit relating to the Service on an annual basis for each year specified in the relevant order under the program (“**Audit Program Order**”). At any time during the term of the Agreement, Customer may elect to execute an Audit Program Order.

“**Customer Data**” has the same meaning as in the Agreement.

“**Data Controller**” means the entity which alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

“**Data Processor**” means the entity which Processes Personal Data on behalf of the Data Controller.

“**Data Protection Directive**” means the Data Protection Directive 95/46/EC, or any successor legislation imposing equivalent obligations, including the General Data Protection Regulation (EU) 2016/679.

“**Data Protection Laws**” means all data protection laws applicable to the Processing of Personal Data under this DPE, including local, state, national and/or foreign laws, treaties, and/or regulations, laws of the European Union, the European Economic Area and implementations of the Data Protection Directive into national law.

“**Data Subject**” means the person to whom the Personal Data relates.

“**EEA**” means the European Economic Area.

“**Personal Data**” means any Customer Data that is related to an identified or identifiable person.

“**Processing or Process**” means any operation or set of operations concerning Personal Data, including the collection, recording, organization, storage, updating, modification, retrieval, consultation, use, dissemination by means of transmission, distribution or making available in any other form, merging, linking as well as blocking, erasure or destruction of Personal Data.

“**Service**” has the same meaning as in the Agreement.



DATA PROCESSING EXHIBIT

“Subprocessor” means a Workday Affiliate or third-party entity which is not a Contingent Worker engaged by Workday or a Workday Affiliate as a Data Processor. For the avoidance of doubt, a co-location data center facility with physical access to the hardware containing Customer Data is not a Subprocessor under this DPE provided that the co-location data center and its personnel are not provided access to the Customer Data stored on such hardware.

“Valid Transfer Mechanism” means a data transfer mechanism recognized by the European Commission as a legitimate basis for the transfer of Personal Data outside the EEA.

2. Processing Personal Data

2.1 Scope and Role of the Parties. This DPE applies to the Processing of Personal Data by Workday to provide the Service, as described in the Agreement. For the purposes of this DPE, Customer and its Affiliates are the Data Controller(s) and Workday is the Data Processor, Processing Personal Data on Customer’s behalf.

2.2 Instructions for Processing. Workday shall Process Personal Data in accordance with and only to the extent required by Customer’s instructions. The Agreement and this DPE are Customer’s instructions to Workday for Processing Personal Data in connection with the Service. Customer may provide additional instructions to Workday to the extent such instructions are consistent with the terms and scope of the Agreement and this DPE.

2.3 Extra-Contractual Instructions. If Customer’s additional instructions are not consistent with the terms or the scope of the Agreement and this DPE, they are considered **“Extra-Contractual Instructions.”** Customer agrees Workday is not obligated to perform Extra-Contractual Instructions. Customer further agrees Workday may require negotiation of additional terms and fees to perform Extra-Contractual Instructions.

2.4 Relief from Liability. Customer agrees that Workday shall be entitled to relief from liability in circumstances where a Data Subject makes a claim or complaint with regards to Workday’s actions to the extent that such actions directly result from following Customer’s instructions.

2.5 Compliance with Laws. Workday shall comply with all Data Protection Laws applicable to Workday in its role as a Data Processor Processing Personal Data. For the avoidance of doubt, Workday is not responsible for complying with Data Protection Laws applicable to Customer or Customer’s industry such as those not generally applicable to online service providers. Customer shall comply with all Data Protection Laws applicable to Customer as a Data Controller.

3. Subprocessors

3.1 Use of Subprocessors. Customer acknowledges and agrees that Workday and Workday Affiliates may engage Subprocessors to Process Personal Data. Any such Subprocessor will be permitted to Process Personal Data only to deliver the services Workday or the Workday Affiliate has retained them to provide, and will be prohibited from Processing Personal Data for any other purpose. Prior to giving any Subprocessor access to Personal Data, Workday or the Workday Affiliate shall ensure that such Subprocessor has entered into a written agreement requiring that the Subprocessor abide by terms no less protective than those provided in this DPE. Workday shall be liable for the acts and omissions of any Subprocessors to the same extent as if the acts or omissions were performed by Workday.

3.2 Notification of New Subprocessors. Workday makes available to Customer through Workday’s customer website a list of Subprocessors authorized to Process Personal Data (**“Subprocessor List”**) and provides Customer with a mechanism to obtain notice of any updates to the Subprocessor List. At least thirty (30) days prior to authorizing any new Subprocessor to Process Personal Data, Workday shall provide notice to Customer by updating the Subprocessor List. Upon Customer request, Workday will make available to Customer a summary of the data processing terms. For the avoidance of doubt, the data processing terms for Workday Affiliates are those set forth in this DPE.

3.3 Subprocessor Objection Right. To the extent Customer is established within the EEA or Switzerland, or where required by Data Protection Laws applicable to Customer, the terms of this Section 3.3 shall apply. If Customer has reasonable grounds to object to Workday’s use of a new Subprocessor then Customer shall promptly, but in no case later than fourteen (14) days following Workday’s notification pursuant to Section 3.2 above, provide notice to Workday. Should Workday choose to retain the objected-to Subprocessor, Workday will notify the Customer at least fourteen (14) days before authorizing the Subprocessor to Process Personal Data and then the Customer may immediately discontinu using the relevant portion(s) of the Service and may terminate the relevant portion(s) of the Service within



DATA PROCESSING EXHIBIT

thirty (30) days. Upon any termination by Customer pursuant to this section, Workday shall refund Customer any prepaid fees for the terminated portion(s) of the Service that were to be provided after the effective date of termination.

4. Data Center Location and Data Transfers

4.1 Storage of Customer Data. Customer Data will be housed in data centers located in the Designated Data Center Location set forth herein unless the parties otherwise expressly agree in writing.

4.2 Access to Customer Data. To provide the Service as described in the Agreement, Workday and its Subprocessors will only access Customer Data from (i) countries in the EEA, (ii) countries formally recognized by the European Commission as providing an adequate level of data protection ("**Adequate Countries**") and (iii) the United States provided Workday makes available to Customer a Valid Transfer Mechanism. When Workday or its Subprocessors access Customer Data from outside the Designated Data Center Location for the purposes set forth above, Customer agrees that Customer Data may be temporarily stored in that country; however, Customer Data will also continue to be stored in a data center in the Designated Data Center Location.

4.3 Privacy Shield. Workday, Inc. is self-certified to the EU-U.S. Privacy Shield Framework maintained by the U.S. Department of Commerce ("**Privacy Shield**") and complies with its requirements for handling, collecting and transferring Personal Data from covered jurisdictions to the United States in connection with the Service. Workday will remain certified for the term of the Agreement provided that the Privacy Shield is recognized as a Valid Transfer Mechanism.

4.4 Additional Transfer Mechanisms. If a data transfer mechanism Workday offers its customers is no longer recognized as a Valid Transfer Mechanism, and/or where Workday commits to a substitute or additional Valid Transfer Mechanism, Workday shall notify Customer of the Valid Transfer Mechanisms Workday is offering its customers through a communication to Workday's general customer base, such as notification through Workday's customer website.

5. Rights of Data Subjects

5.1 Correction, Deletion or Blocking. Workday will, as necessary to enable Customer to meet its obligations under applicable Data Protection Laws, either (i) provide Customer with the ability to correct, delete or block Personal Data within the Service; or (ii) make such corrections, deletions, or blockages on Customer's behalf if such functionality is not available within the Service (with the choice between (i) and (ii) being at Workday's discretion).

5.2 Access to Personal Data. To the extent information relating to a Data Subject is not accessible to Customer through the Service, Workday will, as necessary to enable Customer to meet its obligations under applicable Data Protection Laws, provide reasonable assistance to make such information available to Customer through the Workday support and Customer Audit Program.

5.3 Handling of Data Subject Requests. For the avoidance of doubt, Customer is responsible for responding to Data Subject requests for access, correction, deletion or blocking of that person's Personal Data ("**Data Subject Request**"). If Workday receives a Data Subject Request, Workday shall promptly redirect the Data Subject to Customer.

5.4 Data Portability. During the term of the Agreement, Customer may extract Customer Data in accordance with the relevant provisions of the Agreement

6. Government Access Requests

Unless prohibited by applicable law or a legally-binding request of law enforcement, Workday shall promptly notify Customer of any request by government official, data protection supervisory authority or law enforcement authority for access to or seizure of Personal Data.

7. Workday Personnel

Workday shall take reasonable steps to require screening of its personnel who may have access to Personal Data, and shall require such personnel to receive appropriate training on their responsibilities and sign confidentiality agreements with Workday. Such confidentiality obligations shall survive the termination of employment.



DATA PROCESSING EXHIBIT

8. Security

8.1 Unauthorised Disclosure. Workday shall promptly notify Customer of any unauthorised disclosure of Personal Data in accordance with the relevant provisions of the Agreement.

8.2 Security Program. Workday maintains a comprehensive, written information security program that contains administrative, technical, and physical safeguards that are appropriate to (i) the size, scope and type of Workday's business; (ii) the amount of resources available to Workday; (iii) the type of information that Workday will store; and (iv) the need for security and confidentiality of such information. Workday's security program will be maintained in accordance with the Security Exhibit attached to the Agreement.

9. Audit

Customer agrees that, except as otherwise provided in this Section, Workday's then-current SOC 1 and SOC 2 audit reports (or comparable industry-standard successor reports) and/or Workday's ISO 27001 and ISO 27018 Certifications will be used to satisfy any audit or inspection requests by or on behalf of Customer, and Workday shall make such reports available to Customer. In the event that Customer, a regulator, or data protection authority requires additional information or an audit related to the Service, such information and/or audit shall be made available in accordance with Workday's Customer Audit Program.

10. Return and Deletion of Customer Data

Workday shall return and delete Customer Data in accordance with the relevant provisions of the Agreement.

11. Additional Products

Customer acknowledges that if it installs, uses, or enables Additional Products that interoperate with the Service but are not part of the Service itself, then by such actions Customer is instructing Workday to cause the Service to allow such Additional Products to access Personal Data as required for the interoperation of those Additional Products with the Service. Such separate Additional Products are not required to use the Service and may be restricted for use as determined by Customer's system administrator. This DPE does not apply to the Processing of Personal Data outside of the Service.

12. Additional European Terms

To the extent Customer has Data Subjects in the EEA or Switzerland, the terms in this Section will apply.

12.1 Duration of Data Processing. The duration of Processing Personal Data shall be for the term of the Agreement.

12.2 Scope and Purpose of Data Processing. The scope and purpose of Processing of Personal Data is to perform the Service, as described in this DPE and the Agreement.

13. General Provisions

13.1 Customer Affiliates. Customer is responsible for coordinating all communication with Workday on behalf of its Affiliates with regard to this DPE.

13.2 Disclosure of DPE Terms. Customer or its Affiliates may only disclose the terms of this DPE to a data protection regulatory authority to the extent required by law or regulatory authority, such as notifications or approvals. Furthermore, Customer shall take reasonable endeavours to ensure that data protection regulatory authorities do not make this DPE public, including:

- i. marking copies of this DPE as "Confidential and Commercially Sensitive";
- ii. requesting return of this DPE once the regulatory notification has been completed or approval granted; and
- iii. requesting prior notice and consultation before any disclosure of this DPE by the regulatory authority.



DATA PROCESSING EXHIBIT

13.3 Termination. The term of this DPE will end simultaneously and automatically with the termination of the Agreement, but Workday will continue to protect Personal Data in accordance with the terms of this DPE until all Personal Data is deleted from Workday's systems.

13.4 Conflict. This DPE is subject to the non-conflicting terms of the Agreement. With regard to the subject matter of this DPE, in the event of inconsistencies between the provisions of this DPE and the Agreement, the provisions of this DPE shall prevail with regard to the parties' data protection obligations.

13.5 Customer Affiliate Enforcement. Customer's Affiliates may enforce the terms of this DPE directly against Workday, subject to the following provisions:

- i. the Customer will bring any legal action, suit, claim or proceeding which that Affiliate would otherwise have if it were a party to the Agreement (each an "**Affiliate Claim**") directly against Workday on behalf of such Affiliate, unless if the applicable Data Protection Laws to which the relevant Affiliate is subject requires that the Affiliate itself bring or be party to such Affiliate Claim; and
- ii. for the purpose of any Affiliate Claim brought directly against Workday by Customer on behalf of such Affiliate in accordance with this Section, any losses suffered by the relevant Affiliate may be deemed to be losses suffered by Customer.

13.6 Remedies. Customer's remedies (including those of its Affiliates making an Affiliate Claim directly against Workday in accordance with Section 12.5 above) with respect to any breach by Workday of the terms of this DPE will be subject to any aggregate limitation of liability that applies to the Customer under the Agreement.

13.7 Miscellaneous. The section headings contained in this DPE are for reference purposes only and shall not in any way affect the meaning or interpretation of this DPE.



Workday Production Support and Service Level Availability Policy (SLA)

Workday's Software as a Service ("Service") is based on a multi-tenant operating model that applies common, consistent management practices for all customers using the service. This common operating model allows Workday to provide the high level of service reflected in our business agreements. This document communicates Workday's Production Support and Service Level Availability Policy ("SLA") with its customers. Capitalized terms, unless otherwise defined herein, shall have the same meaning as in the Workday Master Subscription Agreement.

1. Technical Assistance Terms:

Workday will provide Customer with 24x7x365 technical assistance in accordance with this SLA.

2. Service Availability:

Workday's Service Availability commitment for a given calendar month is 99.5%.

Service Availability is calculated per month as follows:

$$\left(\frac{\text{Total} - \text{Unplanned Outage} - \text{Planned Maintenance}}{\text{Total} - \text{Planned Maintenance}} \right) \times 100 \geq 99.5\%$$

Definitions:

- **Total** is the total minutes in the month
- **Unplanned Outage** is total minutes unavailable in the month outside of the Planned Maintenance window
- **Planned Maintenance** is total minutes of planned maintenance in the month.

Currently, Planned Maintenance is four (4) hours for weekly maintenance, plus four (4) hours for monthly maintenance, plus four (4) hours for quarterly maintenance. Workday's current weekly maintenance begins at 2:00 am (Eastern) on Saturday; monthly maintenance begins at 6:00 am (Eastern) on Saturday; and quarterly maintenance begins at 10:00 am (Eastern) on Saturday. All times are subject to change upon thirty (30) days' notice provided in the Workday Community (<https://community.workday.com>) and any such change shall not lengthen the duration of the associated maintenance window.

If actual maintenance exceeds the time allotted for Planned Maintenance it is considered an Unplanned Outage. If actual maintenance is less than time allotted for Planned Maintenance, that time is not applied as a credit to offset any Unplanned Outage time for the month.

The measurement point for Service Availability is the availability of the Workday production tenants at the Workday production data center's Internet connection points. Customer may request an availability report not more than once per month via the Customer Center (the Workday case management system).

3. Workday Feature Release and Service Update Process:

Periodically, Workday introduces new features in the Workday Service with enhanced functionality across Workday applications. Features and functionality will be made available as part of a major feature release ("Feature Release") or as part of weekly service updates ("Service Updates"). Feature Releases will take place approximately twice per year. The frequency of Feature Release availability may be increased or decreased by Workday at Workday's discretion. Specific information and timelines for Feature Releases and Service Updates can be found on the Workday Community (<https://community.workday.com>). Feature Releases will be performed during a weekend within any Planned Maintenance.



Workday Production Support and Service Level Availability Policy (SLA)

4. Service Response:

Workday's Service Response commitment is: (i) not less than 50% of (online) transactions in two (2) seconds or less and (ii) not more than 10% in five (5) seconds or more. Service Response is the processing time of the Workday production tenants in the Workday production data center to complete transactions submitted from a web browser. This Service Response commitment excludes requests submitted via Workday Web Services.

The time required to complete the request will be measured from the point in time when the request has been fully received by the encryption endpoint in the Workday Production data center, until such time as the response begins to be returned for transmission to Customer. Customer may request a response time report not more than once per month via the Customer Center.

5. Disaster Recovery:

Workday will maintain a disaster recovery plan for the Workday production tenants in conformance with Workday's most current Disaster Recovery Summary, the current version of which can be viewed on the Workday Community. Workday commits to a recovery time objective of twelve (12) hours - measured from the time that the Workday production tenant becomes unavailable until it is available again. Workday commits to a recovery point objective of one (1) hour - measured from the time that the first transaction is lost until the Workday production tenant becomes unavailable.

Workday will test the disaster recovery plan once every six months, and will make available a written summary of the results of the most recent test available to Customers in Workday Community.

6. Case Submittal and Reporting:

Customer's Named Support Contacts may submit cases to Workday Support via the Customer Center. Named Support Contacts must be trained on the Workday product(s) for which they initiate support requests. Each case will be assigned a unique case number. Workday will respond to each case in accordance with this SLA and will work diligently toward resolution of the issue taking into consideration its severity and impact on the Customer's business operations. Actual resolution time will depend on the nature of the case and the resolution itself. A resolution may consist of a fix, workaround, delivery of information or other reasonable solution to the issue. Case reporting is available on demand via the Customer Center.

7. Severity Level Determination:

Customer shall reasonably self-diagnose each support issue and recommend to Workday an appropriate Severity Level designation. Workday shall validate Customer's Severity Level designation, or notify Customer of a proposed change in the Severity Level designation to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate Severity Level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management, during which time the parties shall continue to handle the support issue in accordance with the Workday Severity Level designation. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of the escalation.

8. Support Issue Production Severity Levels - Response and Escalation:

Response Time is the period from the time when Customer logs the Production case in the Customer Center until Workday responds to Customer and/or escalation within Workday, if appropriate. Because of the widely varying nature of issues, it is not possible to provide specific resolution commitments.

In the event of a Severity Level 1 or 2 issue, if Customer is not satisfied with the progress of the case, Customer may escalate the case to Workday support management using the escalation process defined for Named Support Contacts. Upon escalation, Workday support senior management is notified and a Workday escalation manager is assigned to work with Customer until the escalation is resolved.



Workday Production Support and Service Level Availability Policy (SLA)

Severity Level 1:

- **Definition:** The Workday Service is unavailable or a Workday issue prevents timely payroll processing, tax payments, entry into time tracking and/or financials closing (month-end, quarter-end or year-end).
- **Workday Response Commitment:** Workday will respond within thirty (30) minutes of receipt of case and Workday shall remain accessible for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.
- **Resolution:** Workday will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
- **Escalation:** If the problem has not been resolved within one (1) hour, Workday will escalate the problem to the appropriate Workday organization. The escalated problem will have higher priority than ongoing support, development or operations initiatives.
- **Customer Response Commitment:** Customer shall remain accessible for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.

Severity Level 2:

- **Definition:** The Workday Service contains an issue that prevents Customer from executing one or more critical business processes with a significant impact and no workaround exists.
- **Workday Response Commitment:** Workday will respond within one (1) hour of receipt of case and Workday shall remain accessible for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.
- **Resolution:** Workday will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
- **Escalation:** If the problem has not been resolved within four (4) hours, Customer may request that Workday escalate the problem to the appropriate Workday organization where the escalated problem will have higher priority than ongoing development or operations initiatives.
- **Customer Response Commitment:** Customer shall remain accessible for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.

Severity Level 3:

- **Definition:** The Workday Service contains an issue that prevents Customer from executing one or more important business processes. A workaround exists but is not optimal.
- **Workday Response Commitment:** Workday will respond within four (4) hours of receipt of case.
- **Resolution:** If resolution requires a Workday issue fix, Workday will add the issue fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
- **Escalation:** If progress is not being made to Customer's satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization
- **Customer Response Commitment:** Customer will respond to Workday requests for additional information and implement recommended solutions in a timely manner.



Workday Production Support and Service Level Availability Policy (SLA)

Severity Level 4:

- **Definition:** The Workday Service contains an issue that may disrupt important business processes where a workaround is available or functionality is not imperative to Customer's business operations.
- **Workday Response Commitment:** Workday will respond within twenty-four (24) hours of receipt of case.
- **Resolution:** If resolution requires a Workday issue fix, Workday will add the issue fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
- **Escalation:** If progress is not being made to Customer's satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization.
- **Customer Response Commitment:** Customer will respond to Workday requests for additional information and implement recommended solutions in a timely manner.

Severity Level 5 (Including Customer Care and Operations Requests):

- **Definition:** Non-system issues such as Named Support Contact change, requests for SLA reports or business documents, etc. Questions about configuration and functionality should be addressed to the Workday Community. If necessary to open a Support case requesting assistance, Severity 5 should be used.
- **Workday Response Commitment:** Workday will respond within twenty-four (24) hours of receipt of case.
- **Resolution Commitment:** Workday will respond to request. Customer will be notified of status changes.
- **Escalation:** If progress is not being made to Customer's satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization.
- **Customer Commitment:** Customer will respond to Workday requests for additional information in a timely manner.

9. Workday Support Scope:

Workday will support functionality that is delivered by Workday as part of the Service. For all other functionality, and/or issues or errors in the Workday Service caused by issues, errors and/or changes in Customer's information systems and/or third party products or services, Workday may assist Customer and its third party providers in diagnosing and resolving issues or errors but Customer acknowledges that these matters are outside of Workday's support obligations. Service Level failures attributable to (i) Customer's acts or omissions; and (ii) Force Majeure events shall be excused.

10. Workday Web Services API Support:

Workday recommends using the most recent version of the Workday Web Services (WWS) APIs in order to receive optimum performance and stability. Prior versions of WWS APIs are updated to support backward-compatibility for all prior versions of WWS APIs that have not reached an end-of-life status. End-of-life announcements will be made not less than eighteen (18) months before the end-of-life of each WWS API. All announcements surrounding the WWS APIs will be communicated through Workday Community.

Backward compatibility means that an integration created to work with a given WWS API version will continue to work with that same WWS API version even as Workday introduces new WWS API versions. With the exception of backward-compatibility updates, prior versions of WWS APIs are not enhanced.



Security Exhibit

Workday maintains a comprehensive, written information security program that contains administrative, technical, and physical safeguards that are appropriate to (a) the size, scope and type of Workday's business; (b) the amount of resources available to Workday; (c) the type of information that Workday will store; and (d) the need for security and confidentiality of such information.

Workday's security program is designed to:

- Protect the confidentiality, integrity, and availability of Customer Data in Workday's possession or control or to which Workday has access;
- Protect against any anticipated threats or hazards to the confidentiality, integrity, and availability of Customer Data;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Customer Data;
- Protect against accidental loss or destruction of, or damage to, Customer Data; and
- Safeguard information as set forth in any local, state or federal regulations by which Workday may be regulated.

Without limiting the generality of the foregoing, Workday's security program includes:

1. **Security Awareness and Training.** A mandatory security awareness and training program for all members of Workday's workforce (including management), which includes:
 - a) Training on how to implement and comply with its Information Security Program;
 - b) Promoting a culture of security awareness through periodic communications from senior management with employees.
2. **Access Controls.** Policies, procedures, and logical controls:
 - a) To limit access to its information systems and the facility or facilities in which they are housed to properly authorized persons;
 - b) To prevent those workforce members and others who should not have access from obtaining access; and
 - c) To remove access in a timely basis in the event of a change in job responsibilities or job status.
3. **Physical and Environmental Security.** Controls that provide reasonable assurance that access to physical servers at the production data center is limited to properly authorized individuals and that environmental controls are established to detect, prevent and control destruction due to environmental extremes. These controls include:
 - a) Logging and monitoring of unauthorized access attempts to the data center by the data center security personnel;
 - b) Camera surveillance systems at critical internal and external entry points to the data center;
 - c) Systems that monitor and control the air temperature and humidity at appropriate levels for the computing equipment; and
 - d) Uninterruptible Power Supply (UPS) modules and backup generators that provide back-up power in the event of an electrical failure.
4. **Security Incident Procedures.** A security incident response plan that includes procedures to be followed in the event of any security breach of Customer Data or any security breach of any application or system directly associated with the accessing, processing, storage, communication or transmission of Customer Data. Such procedures include:
 - a) Roles and responsibilities: formation of an internal incident response team with a response leader;
 - b) Investigation: assessing the risk the incident poses and determining who may be affected;



Security Exhibit

- c) Communication: internal reporting as well as a notification process in the event of unauthorized disclosure of Customer Data in accordance with the Master Agreement;
 - d) Recordkeeping: keeping a permanent record of what was done and by whom to help in later analysis and possible legal action; and
 - e) Audit: conducting and documenting root cause analysis and remediation plan.
5. **Contingency Planning/Disaster Recovery.** Policies and procedures for responding to an emergency or other occurrence (for example, fire, vandalism, system failure, pandemic flu, and natural disaster) that could damage Customer Data or production systems that contain Customer Data. Such procedures include:
- a) Data Backups: A policy for performing periodic backups of production file systems and databases according to a defined schedule;
 - b) Disaster Recovery: A formal disaster recovery plan for the production data center, including:
 - i) Requirements for the disaster plan to be tested on a regular basis, currently twice a year; and
 - ii) A documented executive summary of the Disaster Recovery testing, at least annually, which is available upon request to customers.
 - c) Business Continuity Plan: A formal process to address the framework by which an unplanned event might be managed in order to minimize the loss of vital resources.
6. **Audit Controls.** Hardware, software, and/or procedural mechanisms that record and examine activity in information systems that contain or use electronic information, including appropriate logs and reports concerning these security requirements.
7. **Data Integrity.** Policies and procedures to ensure the confidentiality, integrity, and availability of Customer Data and protect it from disclosure, improper alteration, or destruction.
8. **Storage and Transmission Security.** Technical security measures to guard against unauthorized access to Customer Data that is being transmitted over a public electronic communications network or stored electronically. Such measures include requiring encryption of any Customer Data stored on desktops, laptops or other removable storage devices.
9. **Secure Disposal.** Policies and procedures regarding the disposal of tangible property containing Customer Data, taking into account available technology so that Customer Data cannot be practicably read or reconstructed.
10. **Assigned Security Responsibility.** Assigning responsibility for the development, implementation, and maintenance of its Information Security Program, including:
- a) Designating a security official with overall responsibility;
 - b) Defining security roles and responsibilities for individuals with security responsibilities; and
 - c) Designating a Security Council consisting of cross-functional management representatives to meet on a regular basis.
11. **Testing.** Regularly testing of the key controls, systems and procedures of its information security program to validate that they are properly implemented and effective in addressing the threats and risks identified. Such testing includes:
- a) Internal risk assessments;
 - b) ISO 27001 certification; and



Security Exhibit

- c) SSAE Type II (or successor standard) audits twice annually.
- 12. **Monitoring.** Monitoring the network and production systems, including error logs on servers, disks and security events for any potential problems. Such monitoring includes:
 - a) Reviewing changes affecting systems handling authentication, authorization, and auditing;
 - b) Reviewing privileged access to Workday production systems; and
 - c) Engaging third parties to perform network vulnerability assessments and penetration testing on a regular basis.
- 13. **Change and Configuration Management.** Maintaining policies and procedures for managing changes to production systems, applications, and databases. Such policies and procedures include:
 - a) A process for documenting, testing and approving the promotion of changes into production;
 - b) A security patching process that requires patching systems in a timely manner based on a risk analysis; and
 - c) A process for Workday to utilize a third party to conduct web application level security assessments. These assessments generally include testing for:
 - i) Cross-site request forgery
 - ii) Improper input handling (e.g. cross-site scripting, SQL injection, XML injection, cross-site flashing)
 - iii) XML and SOAP attacks
 - iv) Weak session management
 - v) Data validation flaws and data model constraint inconsistencies
 - vi) Insufficient authentication
 - vii) Insufficient authorization
- 14. **Program Adjustments.** Workday monitors, evaluates, and adjusts, as appropriate, the security program in light of:
 - a) Any relevant changes in technology and any internal or external threats to Workday or the Customer Data;
 - b) Security and data privacy regulations applicable to Workday; and
 - c) Workday's own changing business arrangements, such as mergers and acquisitions, alliances and joint ventures, outsourcing arrangements, and changes to information systems.



Staff Report 128-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/13/2021

SUBJECT Contract with Maul Foster & Alongi re: EPA Brownfields Coalition Grant

Key Points

- In 2013, the City of Vancouver was awarded an EPA Brownfields Community Wide Planning Grant, which was used to establish a citywide brownfields site inventory and conduct environmental assessments on key individual sites.
- In 2020, the City of Vancouver, in partnership with Clark County Public Health and the Vancouver Housing Authority, received a \$600,000 EPA Brownfields Coalition Grant to update and expand the City's existing brownfields site inventory to include other potential sites in Clark County, conduct environmental assessments on key individual sites to determine contaminants and issues involved, and develop clean-up plans if needed.
- As the lead agency on the grant, City staff conducted a Request for Qualifications (RFQ) procurement process and selected Maul Foster & Alongi for consultant services to lead environmental assessments and clean-up plans and support community engagement.
- City staff recommends awarding a contract to Maul Foster & Alongi in the amount of \$530,000 for these services.

Strategic Plan Alignment

Goal 1: Ensure our built urban environment is one of the safest, most environmentally responsible and well maintained in the Pacific Northwest.

Goal 6: Facilitate the creation of neighborhoods where residents can walk or bike to essential amenities and services – "20-minute neighborhoods".

Objective 6.1: Support a strong, active neighborhood program that enhances livability and community connections.

Goal 8: Strengthen commercial, retail and community districts throughout the city.

Present Situation

Brownfields are properties previously used for industrial or commercial activities that may have resulted in low level soil contamination from oil-related or hazardous materials. Redeveloping brownfields can promote economic development, more efficiently utilize existing infrastructure to support development, create jobs, strengthen neighborhoods, promote a cleaner environment and reduce health risks.

In 2013, the City of Vancouver was awarded an EPA Brownfields Community Wide Planning Grant, which was used to establish a citywide brownfields site inventory and conduct environmental assessments on key individual sites. This grant allowed the City to prepare several brownfields sites for future redevelopment, including Block 10 in downtown Vancouver and the Quad Investment Sites in the Lower Grand Employment Area.

In 2020, the City of Vancouver, in partnership with Clark County Public Health and the Vancouver Housing Authority, received a \$600,000 EPA Brownfields Coalition Grant to build upon the successes of the previous Brownfields project. The current grant includes a focus area around the Fourth Plain corridor but will include other potential sites throughout the City of Vancouver and Clark County. The following work will be completed over the next three years:

- Update and expand the City's brownfields site inventory to include the expanded Clark County geography
- At least 15 Phase I Environmental Site Assessments (ESAs) (10 ESAs to be included in the Fourth Plain focus area)
- At least 12 Phase II ESAs (8 ESAs to be included in the Fourth Plain focus area)
- Prepare Analysis of Brownfield Cleanup Alternatives (ABCAs) at one hazardous substance site and one petroleum site
- Develop an Area-Wide Plan (AWP) and a Final Cleanup Plan for up to two brownfield impacted areas, potentially including real estate market analysis, infrastructure assessment, conceptual reuse planning and design, and targeted community outreach and engagement

The City will act as the lead agency on the Brownfields Coalition Grant and will manage the project through close collaboration with Coalition partners, the consultant team, the EPA and the public. As the lead agency, City staff conducted a competitive Request for Qualifications (RFQ) procurement process and selected Maul Foster & Alongi for consultant services to conduct the work listed above and support community engagement for the Brownfields project.

Advantage(s)

1. Enables efficient land use through redevelopment of underused properties to productive use
2. Reduces the need for greenfield development, conserving undeveloped land elsewhere in the community
3. Promotes economic development and creates jobs
4. Strengthens neighborhoods by improving the quality of life for the local community
5. Promotes a cleaner environment and reduces health risks
6. Aligns with the Council priority related to equity by focusing resources in economically

vulnerable communities

Disadvantage(s)

None

Budget Impact

None. The costs will be funded by the Environmental Protection Agency Brownfields Coalition Grant.

Prior Council Review

None

Action Requested

Authorize the City Manager or his designee to execute a Professional Services Agreement with Maul Foster & Alongi to provide consulting services for the Brownfields project in an amount not to exceed \$530,000, and authorize the City Manager or his designee to amend the contract as needed and to amend the value up to 10% of the not-to-exceed value stated here-in.

Shannon Williams, Associate Long Range Planner, 360-487-7898

ATTACHMENTS:

- ▣ Contract

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. C-100698
CONSULTING SERVICES FOR ENVIRONMENTAL PROTECTION AGENCY
BROWNFIELD COALITION GRANT

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Maul Foster & Alongi, Inc hereinafter referred to as "Contractor", whose address is 109 E 13th Street, Vancouver WA 98660.

WHEREAS, the City desires to engage the Contractor to provide Consulting Services for Environmental Protection Agency Brownfields Grant Project and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Qualifications (RFQ) No. RFQ 17-21, Contractor's proposal to said RFQ; and City Council's approval on [Click here to enter a date.](#) of Staff Report No. ###-21; and

WHEREAS, the Contractor has represented by entering into this Agreement 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 City.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Work.

Contractor agrees to provide consulting services for the Environmental Protection Agency (EPA) Brownfield Coalition Grant per RFQ No. 17-21 and Contractor's response to said RFQ on file in City of Vancouver Procurement Services by reference hereto made a part of this Agreement.

The Contractor agrees to:

Task 1 – Project Management and Reporting

- Facilitate one project kick-off meeting with Coalition staff
- Prepare up to ten quarterly project update reports to U.S. Environmental Protection Agency (EPA)
- Support up to four updates to EPA's Assessment, Cleanup and Redevelopment Exchange System database
- Support DBE/MBE/WBE reporting and federal financial reporting

- Prepare final performance report

Task 2 – Public Involvement

- Facilitate up to six meetings of the Brownfield Advisory Committee
- Prepare up to four informational material deliverables for community education as directed, such as content for webpage, frequently asked questions information sheet, and project flier
- Conduct one stakeholder power analysis, including research and interviews with City of Vancouver staff and stakeholders
- Facilitate up to two public events focused on education and program promotion

Task 3 – Brownfield Inventory

- Obtain current data and prepare brownfield inventory
- Conduct windshield survey over the course of two field days
- Complete up to eight phone interviews as part of targeted outreach
- Develop site prioritization framework

Task 4 – Site Assessments

- Prepare Programmatic Quality Assurance Program Plan
- Prepare up to 15 site eligibility forms for EPA review and concurrence
- Complete up to 15 Phase I Environmental Site Assessments (ESAs)
- Complete up to 12 Phase II ESAs, including preparation of site-specific sampling and analysis plans, health and safety plans, and documentation/activities to comply with NHPA and Endangered Species Act. Scope also includes laboratory analysis of samples, drilling, and other potential costs such as utility locating and geophysical surveys.

Task 5 – Clean-up and Area Planning

- Prepare up to two Analysis of Brownfield Cleanup Alternatives Reports and two Final Cleanup Plans
- Perform Area Wide Planning activities as determined by City of Vancouver, including the following for up to two sites: existing conditions, community engagement and visioning, real estate market analysis, housing-specific analysis, concept plan development, and action plan analysis.

All work must be authorized and approved by the City's Project Manager in writing before any work begins. Contractor shall approach this project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from City staff.

Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task. If the work requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If the Contractor underestimated the number of hours required to perform the work, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

Travel expenses are limited to airfare, or mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. Contractor is solely responsible for its staff's travel time, including travel to and from the City of Vancouver. The City will reimburse all pre-approved miscellaneous expenses at-cost and receipts are required.

This agreement is a purchase of professional services at the rates attached. Payment for these services shall not exceed \$528,546.00 unless authorized in writing by the City, according to Section 7 of this Agreement. The total amount of each task is identified in the table below. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

Project Budget					
Task 1	Task 2	Task 3	Task 4	Task 5	Budget Category Totals
Project Management & Reporting	Public Involvement	Brownfield Inventory	Site Assessments	Clean-up and Area Planning	
\$8,000	\$25,000	\$20,000	\$325,546	\$150,000	\$528,546

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFQ No. 17-21 and RFQ No. 17-21.

3. Relation of Parties.

The Contractor, its sub consultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its

subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, sub consultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

4. E-Verify.

Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement 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.

5. Time of Performance.

The service of the Contractor is to commence as of September 24, 2021 It is agreed services hereunder shall be completed by March 31, 2024.

6. Delays and Extensions of Time.

If the Contractor is delayed at any time in the progress of providing services covered by the Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by Contractor and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to City.

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract/purchase order (PO) number given on the notice to proceed **must** be referenced on any invoice submitted for payment.

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

8. Ownership of Records and Documents.

Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.

9. Termination.

The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

In the event this Agreement is terminated prior to the completion of work, Contractor will only be paid for the portion of the work completed at the time of termination of the Agreement.

10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

12. Liability and Hold Harmless.

Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

a. Liability Insurance. Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. City Listed as an Additional Insured: The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement 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.

c. The commercial general liability policy must be endorsed to include “Washington Stop Gap” insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. Worker's Compensation. Contractor shall carry workers’ compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor’s employees engaged in the performance of the work or services; and, Employer’s Liability insurance of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than one million dollars (\$1,000,000) combined single limit.

f. Employment Security. The Contractor shall comply with all employment security laws of the state in which services are provided, and shall timely make all required payments in connection therewith.

g. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

h. Coverage Trigger: The insurance must be written on an “occurrence” basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

Contractor shall provide evidence of all insurance required, at the City’s request, by submitting an insurance certificate to the City on a standard “ACORD” or comparable form.

14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:
Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

Contractor:
Jim Maul
Maul Foster & Alongi, Inc.
109 E 13th Street
Vancouver, WA 98660

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. Scope of Agreement.

This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

17. Ratification.

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

18. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing

under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

20. Public Disclosure Compliance.

The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

22. 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.

23. Nondiscrimination.

The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

24. 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.

25. Clean Air Act and Federal Water Pollution Control Act:

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

26. Byrd Anti-Lobbying Amendment:

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

27. Procurement of Recovered Materials:

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

28. Warranties:

All products shall be warranted against defects or faulty workmanship and materials by the Supplier for one (1) year following inspection and acceptance of the products by the City. Warranty shall include all costs incurred, including shipping, for repair or replacement except that which is damaged by misuse or abuse. This one-(1) year warranty shall in no way affect normal extended or manufacturer's warranty exceeding this one (1) year period. Supplier warrants that all goods and services furnished under this Contract are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. If a defect is found, a component failure occurs, or workmanship is found to cause failure, the Vendor shall replace the product at their own expense, including shipping charges. Any replacement product will be warrantied for one (1) year from the date it is delivered. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Contract.

29. Non-Discrimination and Equal Employment Opportunity:

During the term of this Contract, the Supplier agrees as follows: The Supplier will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Supplier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall

include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

This Contract is effective as of the last signature dated below.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Maul Foster & Alongi, Inc.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



Staff Report 129-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/13/2021

SUBJECT WASPC Mental Health Field Response Team Grant

Key Points

- This one-year grant for \$636,986.40 will allow Vancouver to add professional mental health staffing resources to assist police officers with crisis calls in the field.
- \$632,986.40 in grant funding will be made available to Sea Mar to hire and equip three new mental health responders in addition to the three full-time positions established with grant funding last year.
- This grant will also provide Vancouver with \$4,000 for training in crisis intervention and best practices.
- Vancouver Police will partner with Sea Mar to provide proactive outreach and build positive relationships as we connect vulnerable individuals and communities with resources, treatment, and services.
- This year, Vancouver Police will also coordinate with the U.S. Department of Veteran Affairs Police Department and the Burlington Northern Santa Fe Railroad Police Department to extend mental health field response services to assist these officers and the Vancouver-based communities they serve.

Strategic Plan Alignment

Goal 2, Objective 2.1: Provide reliable and responsive police, fire and EMS service.

Present Situation

WASPC has awarded \$636,986.40 for the Vancouver Police Department to continue partnering with Sea Mar and expand field-based callout responses to mental health and crisis calls.

Last year, WASPC provided \$314,917 for the Vancouver Police Department to establish a pilot program, and Sea Mar added three full-time mental health responder positions to assist police

with crisis calls weekdays noon to 8 p.m. This year, we will add three more mental health responders to expand availability for police callouts weekdays 8 a.m. to midnight so that we can connect even more individuals with treatment and services. (Vancouver was first awarded this competitive grant in 2019, but deployment was put on hold as a result of the coronavirus pandemic.)

The Vancouver Police Department works closely with Sea Mar and a robust network of regional stakeholders to promote arrest diversion and alternatives to justice system involvement. Law enforcement is the first responder for many individuals in crisis, and we are glad for this opportunity to partner with crisis-trained mental health professionals who are uniquely equipped to assist police officers with crisis calls in the field. Providing timely access to mental health evaluation and treatment will contribute to longer-term safety and success for many of our most vulnerable community members. As the program is fully implemented, we anticipate reducing crisis escalation and justice system involvement in favor of more appropriate behavioral health care and treatment services.

This grant will double system capacity to assist law enforcement officers in the field with emergency calls involving individuals in crisis, enhancing early intervention and arrest diversion while improving individual health and safety outcomes. Sea Mar will retain three full-time mental health responder positions and add three more staff positions to assist law enforcement officers in the field with emergency calls involving individuals in crisis. When the new positions are filled later this year, we anticipate 15-minute callout response times to police requests for assistance sixteen hours every weekday, 8 a.m. to midnight. Sea Mar will provide two shifts, each staffed with two Mental Health Professionals and one Certified Peer Counselor, Monday through Friday 8 a.m. to midnight.

Once a scene is safe, mental health field response teams are able to respond to callouts in the community at the request of law enforcement officers already at that location. Sea Mar mental health professionals are specially trained to provide a clinical evaluation in the field to provide safety planning and assessment, determine the most appropriate level of care, and connect individuals with treatment and services. The goal of this on-call field-based intervention is to connect individuals with more effective treatment alternatives than incarceration or hospitalization. After the scene is safe and legal requirements are met, police officers may transition the call to mental health crisis team responders for evaluation and care while law enforcement officers can leave and respond to other emergency calls.

This year, we also propose to extend WASPC Mental Health Field Co-Responder Crisis Team services to two new law enforcement agencies, the U.S. Department of Veteran Affairs Police Department and the Burlington Northern Santa Fe Railroad Police Department. Each of these law enforcement agencies serves unique communities and jurisdictions in Southwest Washington that bring new challenges and opportunities. We are glad for the opportunity to extend mental health crisis response services to assist these police officers with 911 calls involving persons in crisis, provide officer training, engage proactive outreach, and promote arrest diversion within these two new law enforcement agencies and the communities they serve.

The City of Vancouver will continue to serve as the lead agency and fiscal agent to provide leadership, project management and operational support for this regional multi-disciplinary project. Vancouver will coordinate grant reporting and reimbursement with Sea Mar for eligible grant expenses associated with six full-time positions, up to a maximum of \$632,986.40.

The grant also includes \$4,000 which may be used for staff training in crisis intervention and best practices in order to enhance access to treatment and services for individuals in crisis.

In addition to the patrol-based callouts for mental health professionals described above, the Vancouver Police Department will partner with Sea Mar mental health field responders to provide proactive outreach, establish positive ongoing relationships, assist with safety planning, and connect community members with resources and support before a crisis occurs.

We are fortunate that WASPC has selected our community to receive this competitive funding award to expand the mental health field co-responder crisis team. The new contract is effective July 1, 2021 through June 30, 2022. While no cash match or retention funding is required, we will begin sustainability planning discussions with Sea Mar and our regional partner agencies and stakeholders soon.

Advantage(s)

1. We will enhance access to treatment and services for individuals in crisis by providing mental health responders to assist VPD officers in the field with crisis calls.
2. The program will increase opportunities for early intervention and arrest diversion, promoting more appropriate treatment options and effective use of services.
3. The 12-month grant requires no local match or ongoing costs.

Disadvantage(s)

While future grants are uncertain and ongoing funding has not yet been identified, there is great interest in the program. We will discuss sustainability planning with Sea Mar and regional stakeholders in the months ahead.

Budget Impact

There is no local funding match or ongoing costs required, and no net impact to the General Fund. The appropriation of revenues and budget for expenditures associated with this grant will come forward as part of the City's next Supplemental Budget Appropriation process.

Prior Council Review

None.

Action Requested

Authorize the City Manager or his designee to execute a Services Agreement with Sea Mar Community Services Northwest to disburse grant funds to enhance mental health field response and take any and all action necessary to enforce the terms thereof.

James McElvain, Vancouver Police Chief, 360-487-7473; Brenda Tryon, Police Management Analyst, 360-487-7497

ATTACHMENTS:

- ▣ Sea Mar Services Agreement
- ▣ Exhibit A - WASPC Grant Contract
- ▣ Exhibit B - Project Narrative
- ▣ Exhibit C - Approved Budget

To be posted on City of Vancouver website.

RETURN ADDRESS

City of Vancouver
City Clerk's Office
PO Box 1995
Vancouver, WA 98668-1995

**THE STATE OF WASHINGTON
COUNTY OF CLARK**

**SERVICES AGREEMENT
BETWEEN THE CITY OF VANCOUVER, WA AND
SEA MAR COMMUNITY SERVICES NORTHWEST**

**2021 WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS
MENTAL HEALTH FIELD RESPONSE TEAM PROGRAM AWARD
FOR
MENTAL HEALTH FIELD RESPONSE PROGRAM SERVICES**

This Agreement is made and entered into effective July 1, 2021, by and between the City of Vancouver, a first class city of the state of Washington, hereinafter referred to as "CITY", acting by and through its governing body, the Vancouver City Council; and Sea Mar Community Services Northwest, a nonprofit corporation incorporated under the laws of the state of Washington, hereinafter referred to as "SEA MAR", witnesseth:

WHEREAS, the Washington Association of Sheriffs and Police Chiefs (WASPC), as the administering organization for the Mental Health Field Response Team program, has awarded competitive grant funding for the WASPC Mental Health Field Response Team program; and

WHEREAS, the WASPC requires that a law enforcement agency serve as applicant/fiscal agent for the joint funds;

WHEREAS, in applying for WASPC funding for Mental Health Field Response Team activities, CITY contemplated cooperating with Sea Mar Community Services Northwest, (hereinafter "SEA MAR"), in carrying out regional Mental Health Field Response activities and planned that SEA MAR would be allotted a portion of the WASPC grant funds awarded.

NOW THEREFORE, CITY and SEA MAR agree as follows:

Section 1. CITY agrees to serve as fiscal agent for the aggregate \$636,986.40 of WASPC funds awarded.

Section 2. CITY agrees, based on the WASPC Grant Contract and the Statement of Work, which includes the approved Project Narrative and Approved Budget attached to this agreement as Exhibits B and C, respectively, and incorporated herein as if fully set forth, to provide SEA MAR reimbursement for eligible grant activities up to a maximum amount of \$632,986.40 to provide support for mental health field response services in accordance with the requirements set forth by WASPC for MHFRT funds.

SEA MAR agrees that funds are to be used to provide support for the mental health field response team activities detailed in the WASPC Statement of Work, which includes the Project Narrative, Budget Worksheet and other grant application documents incorporated herein. CITY will provide SEA MAR reimbursement no more than monthly but at least quarterly after WASPC approval of expenses and satisfactory performance.

Section 3. SEA MAR agrees to timely comply with all performance and reporting obligations required by WASPC and CITY to fulfill grant terms and requirements, including WASPC grant reporting requirements and timelines to ensure accountability and transparency, and will separately track and report specific outcomes and benefits attributable to use of grant funds under this program.

Section 4. SEA MAR agrees to maintain and retain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the standards set forth the Office of Management and Budget (OMB) Circulars, Uniform Administrative Requirements Code of Federal Regulations Title 2, and all other applicable requirements. All of these documents are to be retained for a minimum of six years after the grant has been closed and available for review, upon request, to federal, state and CITY employees or their agents or officers. Review may occur at any time, even after six years, if the records are still available.

Section 5. SEA MAR agrees not to use WASPC MHFRT grant funds to supplant local, federal, or other state funds, or replace any funding which would otherwise be made available; and agrees that WASPC funding received will be tracked, accounted for, and reported separately from all other funds and will not be co-mingled with funds from any other source, even other federal grants.

Section 6. SEA MAR agrees to provide CITY with data reports, progress reports, financial reports, audit reports, and other materials when required by CITY and in the form reasonably required by CITY.

Section 7. SEA MAR 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 CITY and SEA MAR. SEA MAR shall retain all authority for provision of services, standards of performance, discipline and control of its personnel, and other matters incident to the performance of services by SEA MAR pursuant to this Agreement. Nothing in this Agreement shall make any employee of SEA MAR an employee of CITY 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.

Section 8. SEA MAR agrees to indemnify, defend, save and hold harmless CITY and 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 negligent performance of the terms and conditions of this Agreement by SEA MAR.

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, the CITY retains the right to participate in said suit if any principal of public law is involved.
2. The indemnity and hold harmless shall include any claim made against the CITY by any employee of SEA MAR or subcontractor or agent of SEA MAR, even if the SEA MAR is thus otherwise immune from liability to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of CITY.

Section 9. SEA MAR shall not transfer or assign, in whole or in part, any or all of its rights or obligations under this Agreement without the prior written consent of CITY. SEA MAR shall not subcontract for the provision of any services it is to provide under this Agreement without the prior written consent of CITY.

Section 10. Contract managers, designated by CITY and SEA MAR shall administer this Agreement. Contract managers shall monitor progress in meeting the deliverables of the WASPC Grant and regional Mental Health Field Response Program Service Enhancements as set forth in the WASPC Grant Contract, Project Narrative, and Approved Budget, Exhibits A, B and C, to this Agreement. During the term of this Agreement, the respective contract managers will communicate via meetings, telephone or email to relay information, answer questions, or raise concerns.

Section 11. Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 12. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 13. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 14. No separate legal or administrative entity is created by this Agreement and this Agreement does not affect the organization or functions of the parties, except as provided herein.

Section 15. The duration of this agreement shall begin July 1, 2021 and end June 30, 2022.

Section 16. This Agreement may be terminated by either party with thirty (30) days written notice. A final reconciliation of costs and a report of completed activities shall be completed by SEA MAR and submitted within 30 days.

SEA MAR COMMUNITY SERVICES NORTHWEST

Rogelio Riojas, Chief Executive Officer

CITY OF VANCOUVER

Eric Holmes, City Manager

Approved as to form:

Sara Baynard-Cooke, Assistant City Attorney

Attest:

Natasha Ramras, City Clerk

EXHIBITS:

- A. WASPC Grant Contract
- B. Project Narrative
- C. Approved Budget



MENTAL HEALTH FIELD RESPONSE TEAM PROGRAM GRANT FUNDING CONTRACT

1. **Contract No.:** MHFRT – 2021 – 002 - 002
2. **Contractor's Name & Address:** Vancouver Police Department
PO Box 1995
Vancouver, WA 98668
3. **Tax Identification No.:** 91-6002288
4. **Contractor's Point of Contact:** Brenda Tryon, Police Management Analyst
360-487-7497
Brenda.Tryon@cityofvancouver.us
5. **Contract Period:** July 1, 2021 – June 30, 2022
6. **Funding Authority:** Washington State Legislature via Washington State Criminal Justice Training Commission Operating Budget 2021 - 2022
7. **Service Area:** City of Vancouver, Burlington Northern Santa Fe Railroad Police Department, and US Dept. of Veterans Affairs Police Department
8. **Award:** \$636,986.40

SPECIFIC TERMS AND CONDITIONS

This CONTRACT is entered into by and between the WASHINGTON ASSOCIATION OF SHERIFFS & POLICE CHIEFS (herein referred to as WASPC); and the VANCOUVER POLICE DEPARTMENT (herein referred to as the CONTRACTOR).

NOW, THEREFORE, in consideration of the covenants, performances, and promises contained herein, the parties agree as follows:

A. FUNDING SOURCE

Funding for this CONTRACT is provided to WASPC by the Washington State Legislature, through the Washington State Criminal Justice Training Commission Operating Budget 2021 -2022 (funding period of July 1, 2021 through June 30, 2022).

B. SCOPE OF SERVICES

The CONTRACTOR shall use the state funds awarded hereunder solely for approved costs and services associated with the CONTRACTOR'S Mental Health Field Response Team Program as further defined by the STATEMENT OF WORK.

C. SCOPE OF WORK

The CONTRACTOR shall seek to implement the activities and to achieve the goals and objectives of the Mental Health Field Response Team Program, as set forth in the STATEMENT OF WORK.

D. SCOPE OF WORK REVISIONS

The CONTRACTOR shall submit to WASPC a written request to effect any significant change to the SCOPE OF WORK as expressed in the STATEMENT OF WORK. Such requests shall be accompanied by a revised STATEMENT OF WORK or other supporting documents and shall be accepted by WASPC before the activities supporting the revised SCOPE OF WORK qualify as part of the SCOPE OF SERVICES.

E. BUDGET REVISIONS

The CONTRACTOR shall submit to WASPC a written request to effect any change(s) in the project budget which reflect a cumulative transfer of greater than ten percent (10%) in aggregate among budget line items as indicated in the STATEMENT OF WORK. WASPC may approve or deny the request at its sole discretion.

F. PERFORMANCE STANDARDS

The CONTRACTOR shall perform the services as defined in the STATEMENT OF WORK incorporated herein; in accordance with the request for reimbursement funding cap as stated on Line 8 of this CONTRACT and in accordance with the Mental Health Field Response Team Program, as well as other policies and/or procedures issued by WASPC.

G. PERIOD OF OBLIGATION

The CONTRACT period during which reimbursement requests may be provided is indicated on Line 5 of this CONTRACT.

H. ALLOWABLE COSTS

Allowable costs shall include costs incurred by the CONTRACTOR from the first date of the CONTRACT period, until the CONTRACT is terminated or expires as provided herein as evidenced by the CONTRACTOR submitting a proper WASPC Reimbursement Request Form, submitted to WASPC on a timely basis, insofar as those allowable costs do not exceed the maximum amount of authorized funding as provided on Line 8 of this CONTRACT. Costs allowable under this CONTRACT are based on the budget approved by WASPC as defined in the STATEMENT OF WORK.

I. NON-SUPPLANTING

The CONTRACTOR shall not use the state funds specified by this CONTRACT to supplant local, federal, or other state funds. The CONTRACTOR shall not use these state funds to replace funding which would otherwise be made available to the CONTRACTOR had the state funds provided by this CONTRACT not been provided.

J. GRANT ADMINISTRATION

The WASPC Grant Administrator shall be responsible for monitoring the performance of this CONTRACT, including approval and acceptance of reports provided by the CONTRACTOR. The WASPC Grant Administrator shall provide and facilitate assistance and guidance to the CONTRACTOR as necessary.

K. PROGRAM ADMINISTRATION

The CONTRACTOR shall notify WASPC of the local program administrator who shall be responsible for the performance of this CONTRACT. The CONTRACTOR shall provide WASPC with the program administrator's name, address, telephone number(s), email address, and subsequent changes.

L. DATA COLLECTION

The CONTRACTOR shall utilize the data collection tool provided by WASPC, hereinafter referred to as the WASPC Data Collection Tool, which is the JULOTA Reach Software. The CONTRACTOR must provide sufficient resources to establish the administrative permissions necessary for the WASPC Data Collection Tool to be fully operational at the time field response begins at the agency(ies). The CONTRACTOR, if not already done so, shall execute the JULOTA "SaaS Use Agreement", which will be separately executed between the CONTRACTOR and JULOTA.

M. REPORTING REQUIREMENTS

The CONTRACTOR shall submit required reports by the due date using the required forms according to procedures issued by WASPC. The CONTRACTOR shall be obligated to submit required reports after the close of the CONTRACT period, during the transfer of obligations to another CONTRACT, or upon termination of the CONTRACT for any reason.

1. REPORT DUE DATES

- a. MONTHLY PROGRESS REPORT – Due on the 10th of the month following the previous month in which funded activities were performed.
- b. SEMI-ANNUAL REPORT - Due on the 10th of the month following the sixth-month period in which funded activities were performed.
- c. FINAL ASSESSMENT REPORT – Due on the 10th of the month following the twelve-month period in which funded activities were performed.

N. PAYMENT PROVISIONS

WASPC shall award state funds to the CONTRACTOR up to the amount provided on Line 8 of this CONTRACT. Upon receipt of a fully executed CONTRACT, WASPC will allow reimbursement of allowable expenditures made by the CONTRACTOR. The CONTRACTOR is required to complete and submit to the WASPC Grant Administrator a WASPC Reimbursement Request Form along with documentation and/or invoices for the allowable expenditures.

O. EVALUATION AND MONITORING

The CONTRACTOR shall cooperate with and freely participate in any monitoring or evaluation activities conducted by WASPC that are pertinent to this CONTRACT. WASPC, the State Auditor, or any of their representatives shall have full access to and the right to examine during normal business hours and as often as WASPC, or the State Auditor may deem necessary, all of the CONTRACTOR'S records with respect to all matters covered in this CONTRACT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, sub-contracts, invoices, materials, payroll and records of matters covered by this CONTRACT. Such rights extend for three years from the date final reconciliation is made hereunder.

P. ACKNOWLEDGEMENT OF STATE FUNDS

The CONTRACTOR and its SUBCONTRACTORS shall comply with the special conditions listed below:

1. Applicability of Part 200 Uniform Requirements – The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in C.F.R. Part 2800 (the “Part 200 Uniform Requirements”) apply to this award.
2. The CONTRACTOR understands and agrees that WASPC may withhold award funds, or may impose other related requirements, if the CONTRACTOR does not satisfactorily and promptly address outstanding issues from audits required by Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of awards.
3. The CONTRACTOR understands and agrees that it cannot use any state funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express written approval of WASPC.
4. The CONTRACTOR agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of state funds for expenses related to conferences, meetings, trainings, and other events, including provision of food and/or beverage at such events, and costs of attendance at such events.
5. The CONTRACTOR agrees that if it currently has an open award of state funds or if it receives an award of state funds other than this award, and those funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the CONTRACTOR will promptly notify, in writing, the WASPC Grant Administrator for this award, and, if so

requested by WASPC, seek a budget modification or change of project scope to eliminate any inappropriate duplication of funding.

6. The CONTRACTOR understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or the parents or legal guardians of such students.
7. The CONTRACTOR understands and agrees that, (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any federal, state, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
8. The CONTRACTOR must collect, maintain, and provide to WASPC, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by WASPC. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.
9. The CONTRACTOR agrees to cooperate with any assessments, state evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
10. The CONTRACTOR agrees to comply with WASPC grant monitoring guidelines, protocols, and procedures, and to cooperate with WASPC on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The CONTRACTOR agrees to provide WASPC all documentation necessary to complete monitoring tasks. Further, the CONTRACTOR agrees to abide by reasonable deadlines set by WASPC for providing the requested documents. Failure to cooperate with WASPC's grant monitoring activities may result in sanctions affecting the CONTRACTOR's award(s), including, but not limited to: withholdings and/or other restrictions on the CONTRACTOR's access to grant funds; referral to the Office of the State Auditor for audit review; or termination of any award(s).
11. The CONTRACTOR acknowledges that sub-awards are not authorized.
12. The CONTRACTOR agrees to submit to WASPC for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and website content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date.
13. The CONTRACTOR must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Safe Streets Act, the CONTRACTOR is required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The US Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be access on the internet at www.lep.gov.
14. The CONTRACTOR agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, and subject informed consent.
15. The CONTRACTOR agrees to comply with all confidentiality requirements of 42 U.S.C. section 37899 and 20 C.F.R. Part 22 that are applicable to collection, use and revelation of data or information. The CONTRACTOR further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with the requirements of 28 C.F.R. Part 22 and, in particular, section 2223.
16. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day.
17. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with 2 C.F.R Part 200 and state and local law.

Q. ENTIRE AGREEMENT

MHFRT 2021-002-002
Vancouver Police Department

This CONTRACT contains the entire agreement of the parties and may not be modified or amended except as provided herein. The CONTRACTOR shall perform in accordance with the specific and general terms and conditions of this CONTRACT. No other understanding, oral or written, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind any of the parties hereto. The CONTRACTOR shall comply with all applicable laws ordinances, codes, regulations and policies of local, state, and federal governments.

IN WITNESS WHEREOF, the Washington Association of Sheriffs & Police Chiefs (WASPC) and the Vancouver Police Department (CONTRACTOR) acknowledge and accept the terms of this CONTRACT and the attachments here to, and in witness whereof have executed this CONTRACT as of the date and year last written below. The rights and obligations of both parties to this CONTRACT are governed by the information contained in this agreement and other documents incorporated herein by reference: Project Narrative and Approved Budget Worksheet which constitute the STATEMENT OF WORK.

FOR WASPC:

FOR CONTRACTOR:

Steve D. Strachan, Executive Director

Washington Association of Sheriffs
& Police Chiefs

Date: _____

Name: Eric Holmes

Title: City Manager

Date: _____

2021 Proposal for the WASPC Vancouver Mental Health Co-Responder Crisis Team

Project Narrative

Background & Introduction. The Vancouver Police Department, in partnership with Sea Mar Community Services Northwest is proud to offer a collaborative proposal to enhance Mental Health Field Response in Southwest Washington.

We have worked very effectively to build working relationships, protocols, communication pathways and we have been partnering to provide crisis field responses to support law enforcement officers in the field since November 2020. We believe this is a model that could be successfully replicated in other communities. In fact, this year we propose to expand mental health crisis field response to two additional law enforcement agencies in our community: the U.S. Department of Veteran Affairs Police Department, and the Burlington Northern Santa Fe Railroad Police Department.

Agencies in Southwest Washington are deeply committed to reducing incarceration and providing safe options for individuals in need of behavioral health services. For nearly 20 years, the Vancouver Police Department has partnered with Clark County and the mental health community to develop emergency response policies for patrol officers and provide a 40 hour Crisis Intervention Team (CIT) training program to improve police emergency response to persons in crisis. While CIT training was initially targeted at a key contingent of patrol officers, these strategies have become standard operating procedure and required training for all front-line Vancouver Police Department officers, with 84% of officers currently trained. We continue to invest in advanced training and annual updates for police staff, while sharing our curriculum, policies and procedures with other agencies in the region.

This proactive work has progressed rapidly since Trueblood Phase One began, and in 2021 Southwest Washington finalized a Sequential Intercept Model Mapping Report and has nearly completed a Clark County Arrest Diversion Report for program implementation. Mental health field response teams to support law enforcement with crisis calls in the field are a key strategy for success, and we are working on a sustainability plan to leverage local funding to continue program services and expansion after the grant is complete.

If WASPC funding is approved for project expansion this year, we will leverage this continued grant opportunity to build on our current partnerships in the community as we plan for longer-term success and sustainability. Together, we propose to expand our already enhanced mental health field response services that can be dispatched either by the local 911 center or accessed directly during response hours via a designated cell phone by on-scene law enforcement. Our goal is to provide community-based crisis intervention services so that we can proactively divert individuals with behavioral health issues away from incarceration and keep them out of the criminal justice system so they can receive the help they need for longer-term safety and success. This model has effectively improved outcomes for service recipients, providers, and the community at large. Arrest and incarceration should never be the default response for mental health issues, and our community is committed to working together to expand our pilot programs to increase access to early intervention and arrest diversion.

Project Description. Vancouver, SeaMar, and other key stakeholders have already worked together to establish a robust crisis services network model that includes a 24/7 Crisis Line, a Youth Mobile Outreach Team, an Adult Mobile Outreach Team, and an Involuntary Treatment Program that provides intervention and evaluation in the community. We plan to bring together resources for the Adult Mobile Crisis Team (operated by Sea Mar Community Services Northwest) and the Involuntary Treatment Program (operated by Clark County) to provide an on-call mental health field response team that can respond to behavioral health crises in the community and assist law enforcement officers anywhere within the City of Vancouver.

Enhancing access to behavioral health care and services is a top priority for our community. We work closely with the Vancouver Police Department, Sea Mar Community Services Northwest, and a robust network of local leaders and organizations to provide individuals in crisis with an effective continuum of care and treatment options in lieu of criminal justice system involvement whenever possible and appropriate.

While law enforcement is often the first responder for individuals in crisis, some incidents do not initially involve a crime. Criminal justice system involvement for individuals with mental health issues often triggers a cycle that can lead to further criminal charges, poverty, and homelessness, while exacerbating physical and mental health. However, law enforcement officers need help in interrupting the cycle. We have seen success in adding crisis-trained mental health professionals are uniquely equipped to provide callout-based response to assist police officers in the field with these calls, especially when considering the impact that timely evaluation and treatment can have on longer-term individual safety and success. WASPC-funded Co-Responder Teams are also able to spend time with an individual on-scene to resolve the current crisis and reduce the risk of recurrence by connecting individuals with appropriate treatment, services and follow-up care that is customized for each person and situation and focuses on longer-term safety and success.

This Vancouver-based partnership proposes to increase mental health field response, build collaborative partnerships and enhance proactive outreach in the year ahead. WASPC funding will help our community to enhance mental health field response and access to services by providing crisis-trained mental health professionals who are immediately available to assist police officers in the field with de-escalation, mental health evaluation, and reducing criminal justice system involvement in favor of more appropriate providers for treatment and care. This is just one of our strategies for enhancing arrest diversion and improving access to treatment and services for vulnerable members of our community in southwest Washington.

We have the partnerships and key program elements for project success already in place. However, services for field response are currently in very high demand, and the average wait time of 2 hours made this resource difficult for law enforcement officers to access for individuals in crisis, as Vancouver Police patrol officers are 9-1-1 call responsive and cannot generally wait on scene for two hours. This year we decreased the wait time from approximately 2 hours to less than 30 minutes, making this a very viable option for law enforcement officers to use. The program has hired and trained three (3) full-time Mental Health Rapid Response Crisis Team members who can respond to requests for assistance in the field within fifteen minutes during peak call hours 12pm – 10pm. The team consists of two mental health professionals and one certified peer counselor. We believe this improved response time will make this new MHFRT Co-Responder Crisis model our standard response to mental health calls whenever possible. There is a great deal of interest from nearby law enforcement agencies, and we would love to be able to expand the program to serve clients throughout Clark County in future years.

This year we propose to hire and train three additional mental health staff to double service hours this fall, Monday – Friday from 8am to midnight. The staffing model will continue to consist of two mental health professionals and one certified peer counselor.

This year Sea Mar has assisted 59 individuals through the WASPC Co-Responder Program, and once the new staffing hours are fully implemented and operational, we anticipate fielding about 70 calls per month.

This Vancouver Mental Health Field Response Team program is modeled after existing successful programs already in place in Washington State, specifically Pierce County. SeaMar CSNW will continue to provide two mental health professionals and a peer counselor support specialist to respond to calls that meet specific criteria, which may be requested either by 9-1-1 dispatch or by on-scene law enforcement. A clinical evaluation will be conducted by a mental health professional to determine an appropriate level of care for the person of concern, and evaluate the level of risk to the individual and to the community. The goal of this field-based intervention is to provide an effective alternative to incarceration or hospitalization of individuals in crisis when possible and appropriate. Once the scene is safe and legal requirements are met, Vancouver Police officers can transition the scene to Mental Health Field Response Team members so that the individual of concern can receive needed behavioral health treatment, while law enforcement officers can leave and respond to other emergency calls.

The Vancouver Police Department will also work with the WASPC Mental Health Field Response Team to add a proactive program component. We propose to have specially trained VPD officers coordinate with mental health field response team members to provide proactive outreach to individuals so we can work together to establish positive relationships, assist with safety planning, and provide resources and support so we can prevent future crises. We believe that investing in building positive relationships is important, and this has the potential to enhance safety and perhaps prevent future crisis situations. We will use grant funds to schedule these officers on overtime shifts so they are able to go out in the field with mental health field responders without having to be call responsive.

The Vancouver Police Department has partnered with the behavioral health community for many years, and our region has developed a robust crisis services system with many current systems and relationships in place, which are a tremendous asset for this program. We have job descriptions ready for posting and plan to begin field response quickly.

Our Clark-Vancouver Mental Health Rapid Response Crisis Team program is modeled after existing successful programs already in place in Washington State, specifically the Co-Responder program currently being implemented in Pierce County. Our Clark-Vancouver proposal for expansion will be consistent with the Intercept 1 intervention model. In the Clark-Vancouver model, a mental health professional and a peer counselor support specialist from the adult mobile team respond to a location in the community by 9-1-1 dispatch or by on-scene law enforcement. A clinical evaluation is conducted by a mental health professional to determine an appropriate level of care for the person of concern, and to evaluate the level of risk to the individual and to the community. The goal of this on-call field-based intervention is to provide an effective alternative to incarceration or hospitalization of individuals in crisis. Once the scene is safe and legal requirements are met, Vancouver Police officers transition the scene to Sea Mar responders, so that the individual of concern can receive needed behavioral health treatment, while law enforcement officers can leave and respond to other emergency calls.

This proposal is to expand the current model from 12pm – 10pm Monday through Friday to 8am to 12pm Monday through Friday. We believe that matching the hours of operation will make it easier for officers to know when to call as those hours will be identical to the current adult mobile crisis team. This simplified model will be easier for officers to remember and access.

Our proposed model for a mental health field response team enhances the current mobile crisis outreach program model and makes services more accessible to law enforcement officers who are interacting with individuals in crisis; and also provides an opportunity for law enforcement to work proactively with mental health field responders. Sea Mar already has agreements in place with a local evaluation and treatment facility, a local crisis stabilization program, several community behavioral health agencies, and community-based substance use disorder treatment facilities to assist us in accessing behavioral health treatment in order to reduce or minimize the need for criminal justice system involvement.

Service Area. We will primarily serve the greater Vancouver area, which includes law enforcement jurisdictions served by the Vancouver Police Department, the U.S. Department of Veteran Affairs Police Department, and the Burlington Northern Santa Fe Railroad Police Department, which covers approximately 50 square miles. Sea Mar MHFRT Crisis Co-Responders are located near the center of the response area, with easy access to freeways and main arterials that should allow us to maintain a 15-minute average response time to officer requests during the hours the MHFRT is staffed. This area also has the highest population density and the greatest number of 911 mental health related emergency calls (over 45%). Our MHFRT staffing plan is based on peak call hours for mental health related 911 calls and includes:

- Phase One – Current Program: Mon-Fri, noon-8pm staffed by 2 MHPs and 1 Peer Counselor
- Phase Two – October 2021: Mon-Fri, 8am – 4pm; and 4pm – midnight. Both shifts to be staffed by 2 MHPs and 1 Peer Counselor.

The Vancouver Police Department currently responds to approximately 40% of all law enforcement emergency calls in Clark County. Clark County Crisis Services responded to about 172 crisis hotline calls in June 2019, while specially trained Designated Crisis Responders provided 470 field based interventions in the community, local hospitals, and other locations. The 9-1-1 dispatch center receives calls for law enforcement assistance for mental health crises, and the Vancouver Police Department responded to 1678 mental health calls in 2018, which is approximately 45% of the total for Clark County law enforcement agencies. Even more concerning, over half of these calls were initially reported as suicidal subjects. Early 2019 is showing an increase in mental health calls, with 1272 Vancouver Police responses through mid-July, which is on track for a 28% increase over 2018. The 2020 coronavirus pandemic has further increased pressure on mental health resources.

We are fortunate to have so many community resources available, and have already formed a number of collaborative partnerships. As stated above, we propose to continue deploying the current Mental Health Field Response Team during peak call hours, M-F noon-8pm, and add additional staff to expand coverage hours this fall, M-F 8am- midnight. The Mental Health Field Response Team staff will likely be responding from a central area of the city that is well connected to freeways and arterials that would allow responders to reach most areas of the city within 15 minutes when they are on duty. All the grant-funded staff positions will work out of current program space, which will be provided as local agency matching support for the project. We look forward to the opportunity to establish a pilot mental health field response program for future expansion and possible replication in other communities.

Triage Process. Clark County currently contracts for 24/7 crisis hotline services, call triage and referral to behavioral health providers in the community, and works closely with our 9-1-1 PSAP and Dispatch center to determine which crisis services provider to dispatch in any situation.

For our WASPC MHFRT service model, 9-1-1/dispatch will be able to deploy the Mental Health Field Response Team members when law enforcement has asked for assistance with a behavioral health-related call, or officers can call out responders directly when they are on-scene. The Vancouver Police Department will work with the Vancouver Mental Health Field Response Team and stakeholders to develop a detailed process for establishing and refining criteria to ensure appropriate response team call-out, which will include a determination of safety at the scene of the call. The mental health field responders will not work 24/7, but we will review call data to identify peak hours so they are scheduled for deployment as effectively as possible.

We have worked closely this last year with the 911 Center Public Safety Answering Point to establish policies and procedures for call triage and deployment of the WASPC MHFRT. Clark Regional Emergency Services Agency (CRESA), serves as the local 911 Center and PSAP, and also dispatches all law enforcement, emergency medical services, and fire department personnel in Clark County. We have also coordinated with Sea Mar to provide a cell phone hotline exclusively for law enforcement officers to reach out directly to the mental health field responders to request immediate callout assistance and share pertinent details before they arrive on scene. We continue to fine-tune these processes at monthly meetings with key staff from Vancouver Police, 911 PSAP and the Sea Mar MHFRT.

Scope of Program. The Mental Health Field Co-Responder Crisis Team will be staffed initially by three current grant-funded mental health responders who will be assigned to work during peak call hours, M-F noon-8pm. We also propose to hire and train an additional three mental health field responders for deployment by November 1 to expand coverage hours to M-F 8am-midnight. If there are hiring delays, we will start the program with current experienced staff on overtime until the new vacant positions can be backfilled with new hires. We believe callout demand will increase as patrol officers in the field are able to see improvements in response times and outcomes with this new resource team. We will also identify a cadre of police officers with specialized crisis intervention and mental health training and experience to proactively accompany mental health field responders as they meet with individuals to assist with proactive safety planning, assist with long-term solutions, and establish positive relationships for the future.

We will primarily serve the greater Vancouver area, which includes law enforcement jurisdictions served by the Vancouver Police Department, the U.S. Department of Veteran Affairs Police Department, and the Burlington Northern Santa Fe Railroad Police Department, which covers approximately 50 square miles. Sea Mar MHFRT Crisis Co-Responders are located near the center of the response area, with easy access to freeways and main arterials that should allow us to maintain a 15-minute average response time to officer requests during the hours the MHFRT is staffed. This area also has the highest population density and the greatest number of 911 mental health related emergency calls (over 45%). Our MHFRT staffing plan is based on peak call hours for mental health related 911 calls and includes:

- Phase One – Current Program: Mon-Fri, noon-8pm staffed by 2 MHPs and 1 Peer Counselor

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Training

Current Training. The Vancouver Police Department already requires all front-line patrol officers to complete forty hours of initial Crisis Intervention Training and annual training updates, in partnership with Clark County Crisis Services and Sea Mar Community Services Northwest. In addition to individual agency training requirements per state law and agency policies, we are enhancing specific training for each of the partner agencies based on the unique roles and requirements of the agency's function in the MHFRT.

Proposed Training. Mental Health Field Response Team Training. New field responders will primarily be trained by Kori Brooks, manager and clinical supervisor of the SeaMar CSNW adult mobile crisis team and the MHFRT Co-Responder Crisis Team. In addition to required training for adult mobile crisis team staff, mental health field team responders will also receive an additional block of training from the Vancouver Police Department on safety, situational awareness, and interacting with law enforcement on-scene.

Local Agency Training. The Vancouver Police Department, SeaMar, BNSF Police, and US VA Police Departments will also partner together to provide local training updates and informational bulletin for local agencies on the purpose, policies and procedures of the MHFRT, protocols for dispatch, on-scene evaluation, interaction between law enforcement and field response team members, how individuals will be transported for various services, and the transfer of the scene from police officers to the field response team mental health staff. We also plan to bring in experts to address mobile mental health crisis response principles, motivational interviewing, de-escalation, and other topics relevant to 911 PSAP, mental health crisis responders, and law enforcement officers.

Project Leader Training. We propose to have key team members virtually participate in the national CIT conference and mental health field response training so they can learn more about best practices in the rapidly changing areas of Crisis Intervention Training, mental health crisis field response strategies, and pre-arrest diversion programs, which will be shared with our community leaders and partner agencies in order to maximize the impact and effectiveness of our project.

We will maintain open lines of communication with project partners to update training and make process improvements as needed.

Moving Individuals from Short-term to Long-term Community Services. Our community's current model of community-based crisis intervention focuses on connecting individuals to appropriate behavioral health services and providing effective support during the transition to maximize success. Our community's current outreach teams work closely with community behavioral health agencies to identify the appropriate level of service for individuals and to facilitate rapid intakes and access to resources. Sea Mar Community Services Northwest, Columbia River Mental Health Services, and Lifeline Connections provide same-day intake for referrals made by Clark County mobile crisis teams. The adult mobile crisis team is able to refer individuals to an outpatient provider or to one of the intensive in-

home programs serving our community. These referrals and appointments can often be made at the time of the outreach.

Wraparound Linkage Services. Currently, the adult mobile crisis team provides wraparound crisis stabilization services for up to 7 days following initial crisis contact with the team. These services include crisis de-escalation, safety planning, resource referrals, peer support recovery services, and connection to ongoing behavioral health services. This proposed mental health field response team will directly loop individuals into this existing framework after the initial response with law enforcement occurs.

Additional wraparound services are currently being provided with local funds. Sea Mar is also seeking future partnerships to establish medical care linkages to provide urgent care walk-in access and services for individuals reached through the mobile crisis and co-responder programs. Sea Mar is also working with Council for the Homeless to provide hotel/motel vouchers for the mobile crisis responders to provide for individuals who need short-term housing.

While our region has demonstrated significant success in obtaining timely forensic evaluations, it has been a struggle to reduce the time it takes to secure restoration services for individuals in need of mental health treatment due to the lack of resources available. Like most regions, the Clark County Jail often houses a significant number of individuals who could be better served in a mental health treatment program or facility.

Case management. After the initial field response, each day for a period of up to 7 days, co-responder staff review each case and provide various forms of case management, resource allocation, referrals, in order to achieve individual stabilization for an appropriate discharge from the service and connect them with more appropriate longer-term treatment or services. Wraparound linkage services and resources include mental health professional, peer services, and case management consistent with evidence-based practices.

We provide a **coordinated system of care and feedback loop** operationally through the case management process above. At a systems level, we have a process that encompasses all providers in Southwest Washington. A monthly Crisis Collaborative Meeting integrates law enforcement, mobile crisis, care providers that provide outpatient treatment, short term stabilization, inpatient and residential services, longer term case management, evaluation, and more. A feedback loop is provided at monthly meetings which evaluate dashboard data for each provider, agency and service in the system. Each crisis system provider and stakeholder agency is able to address what's working well – essentially how are people getting into the mental health crisis system, and how are they graduating from the programs and finding success. Sea Mar's Adult Mobile Crisis Program data is reviewed each month, and we plan to add the WASPC MHFRT Co-Responder Crisis Team data to the Dashboard for systemwide review with the start of the new grant year. This is also a significant step for sustainability and future growth, as the WASPC Mental Health Field Co-Responder Crisis Team will receive more regional attention, recognition, and referrals. This greater system-wide coordination and feedback loop is managed and led by Beacon, the Behavioral Health Administrative Services Organization that manages crisis services for the Southwest Washington region.

Currently, we have very effective partnerships with local agency providers to provide **individual stabilization, observation, disposition, and custodial care**. Any services that cannot be met by our WASPC Co-Responder team will be directly transferred to the most appropriate facility for care. Our

local partnerships include the Clark County Designated Crisis Responders with Involuntary Treatment Act evaluation and placement capacity; the Lifeline Crisis Triage Center which has inpatient treatment capacity that has 8 triage chairs, a 16-bed short-term unit, and 16 beds for medically-assisted detoxification services; Rainier Springs Behavioral Health Hospital has 72 voluntary and involuntary beds, with an average 7-10 day stay; Columbia River Mental Health Services provides residential rehabilitation and a crisis stabilization program at Elahan Place. We also have effective working relationships with the local hospital emergency departments via MOUs with PeaceHealth Southwest Medical Center and Legacy Salmon Creek Medical Center, which are both located in Vancouver.

To **assess and reduce risk of harm to self or others**, Sea Mar MHFRT Co-Responders provide a clinical evaluation on scene, and we use evidence-based risk assessment and safety planning tools, with the goal of diverting the individual from a higher level of care if possible. If there is significant risk that we are unable to address, hospitalization is available but only as a last resort.

High utilizers for this program are often identified first by law enforcement. This year we plan to partner law enforcement officers on overtime with the Mental Health Field Response Team to proactively reach out to high utilizers when not in crisis in order to prevent future crises and escalation. However, generally law enforcement will request mental health crisis team members to provide on-scene field response to assist with an individual in crisis once the scene is safe. The MHFRT is able to provide outreach and proactive planning with whatever part of the system an individual is stuck in. The MHFRT includes both a Crisis Mental Health Professional Therapist and a Certified Peer Counselor to provide safety planning and connect people with resources to stay safe in the community, and/or connect people with solutions and resources to address the circumstances that led to the crisis, whether housing, medication, recovery, legal assistance, health care, etc.

Individualized case plans are unique to the team, and addressed daily during case review by MHFRT Co-Responder staff members. The plan is developed at the time of the initial response, during which time Co-Responder staff gather information, provide a risk assessment and safety plan, which they review with the participant. Each subsequent service the client receives is tied back to that safety plan, which outlines the resources that individual needs to stay safe in the community. The form is called a Crisis Contact Form, which gathers essential data for reporting and also includes a narrative description of the current situation, intervention, safety concerns, safety plan, and outcomes. A separate safety plan and risk assessment is completed for every face to face intervention. All our work is focused on proactively interrupting the cycle, providing services that keep people safe in the least restrictive environment.

This year we also propose to extend WASPC Mental Health Field Co-Responder Crisis Team services to two new law enforcement agencies, the U.S. Department of Veteran Affairs Police Department and the Burlington Northern Santa Fe Railroad Police Department. Each of these law enforcement agencies serves unique communities and jurisdictions in Southwest Washington that bring new challenges and opportunities. We are glad for the opportunity to extend mental health crisis response services to assist these state-certified police officers with 911 calls involving persons in crisis, provide officer training, engage proactive outreach, and promote arrest diversion within these two new law enforcement agencies and the communities they serve.

Project Need. The City of Vancouver and Clark County have worked together to develop an effective behavioral health crisis system, but our current programs do not allow for a rapid co-response with law

enforcement and have been limited in their ability to divert individuals from jail. The mental health field response team builds on the current effective mobile outreach model and adds resources that will be accessible to assist law enforcement officers in the field. It is also critical that we partner officers with mental health responders to invest in proactively building positive relationships with individuals in the community outside of a crisis. We believe that this proposed mental health field response program is a significant step toward beginning to meet the needs of our community and are grateful for the opportunity to partner with WASPC to bring these resources to Vancouver.

While we are focusing primarily on the area of Southwest Washington with highest population density as we build a solid foundation, there is a great deal of interest in this program from other law enforcement agencies in Clark County, and we have already started conversations about how the program might be expanded in future years, starting with increasing CIT training and planning for longer-term sustainability and growth for the MHFRT.

Currently, the Vancouver Police Department handles well over 40% of all law enforcement emergency calls in Clark County, with peak call hours from approximately noon to 10 pm. The 9-1-1 PSAP and dispatch center is receiving more requests for law enforcement assistance for mental health issues than ever before. Vancouver Police Department responded to 1678 mental health calls in 2018, which is 45% of the total for all law enforcement agencies in Clark County. Even more concerning, over half of these calls were reported as suicidal subjects. Calls continue to increase each year, with unprecedented mental health needs in 2020.

We are fortunate to have so many community resources available, and we have already formed collaborative partnerships. Together, we propose combining resources and enhancing the outcomes of both through the new Clark-Vancouver Mental Health Rapid Response Crisis Team, which would operate during peak swing-shift hours, perhaps 2 p.m. and 10 p.m. Clark-Vancouver Mental Health Rapid Response Crisis Team staff would be call responsive from offices either with Clark County Community Services or Sea Mar Community Services Northwest. Both locations are near freeways and arterials that would allow responders to reach most areas of the city within 15 minutes. All three new full-time Rapid Response team staff positions will work out of current program space, which will be provided as matching funds for the project. We anticipate that this new field response team could assist over 1000 individuals during the grant program year, which could be half of the Vancouver Police Department responses to persons in mental health crisis. We look forward to the opportunity to test a pilot mental health field response program for future expansion and replication in other communities.

Project Personnel. We are requesting funding for seven total positions: four mental health professionals, and two certified peer support specialists, and one administrative assistant to support grant data collection, grant reporting, staff scheduling, meetings, and more. SeaMar has job postings ready and a pool current staff available to expedite field deployment on an overtime basis if needed while we backfill the vacant positions with new hires. Job descriptions for all positions are attached, including minimum requirements and credentials. All six mental health field responder positions will provide as their only function on-call field response services during peak hours for mental health calls either in response to Vancouver Police officers on-scene, or possibly through carefully screened requests from the 9-1-1/dispatch center. This Mental Health Field Response Team will build on the current mobile crisis outreach model, while enhancing behavioral health response, evaluation, and referral services to assist law enforcement officers in the field with crisis calls. We also request funding for Vancouver Police to add proactive overtime shifts for police officers to partner with mental health field responders – without having to leave to respond to 9-1-1 emergency calls. We propose to develop

a cadre of police officers with specialized crisis intervention and mental health training and experience who can partner with mental health field responders to proactively meet with individuals to offer proactive safety planning, proactive long-term solutions, and establish positive relationships.

The Mental Health Field Co-Responder Crisis Team will be staffed initially by three current grant-funded mental health responders who will be assigned to work during peak call hours, M-F noon-8pm. We also propose to hire and train an additional three mental health field responders for deployment by November 1 to expand coverage hours to M-F 8am-midnight. If there are hiring delays, we will start the program with current experienced staff on overtime until the new vacant positions can be backfilled with new hires. We believe callout demand will increase as patrol officers in the field are able to see improvements in response times and outcomes with this new resource team. This should allow us to maintain a 15-minute average response time to officer requests during the hours the MHFRT is staffed. Our MHFRT staffing plan is based on peak call hours for mental health related 911 calls and includes:

- Phase One – Current Program: Mon-Fri, noon-8pm staffed by 2 MHPs and 1 Peer Counselor
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Project Leaders and In-Kind Support

Commitments by Vancouver Police. Vancouver Police Department West Precinct Patrol Lieutenant Blaise Geddry and Special Operations Lieutenant Kathy McNicholas will serve as co-project managers. They will provide operational oversight for the project and the Steering Committee, communicate regularly with the managers at Sea Mar Community Services Northwest to evaluate program successes and challenges, in order to make adjustments to the procedures and policies that will maximize program effectiveness. They will also direct grant program oversight on behalf of the Vancouver Police Department.

Lt. McNicholas and Lt. Geddry also support this initiative in many other ways as part of their current responsibilities for the Vancouver Police Department. They coordinate 40-hour Crisis Intervention Training for all new VPD officers and annual update trainings for VPD staff. This represents a significant commitment by Vancouver Police for improving police services and partnerships with the mental health community.

Grant management and administration for Vancouver Police Department's role as fiscal agent will be provided by Vancouver Police Management Analyst Brenda Tryon and City of Vancouver Finance Division Accountant LaVonne Steiner-Weigel through in-kind project match.

Commitments by SeaMar Community Services Northwest. Kori Brooks, Mobile Crisis Services Clinical Supervisor at Sea Mar Community Services Northwest, will provide program direction and clinical supervision for all the WASPC-funded Mental Health Field Response Team staff members. This support will be provided at no cost to the grant as part of the agency's in-kind project match contribution.

She will coordinate training for the new Mental Health Field Response Team staff members. She will also coordinate with SeaMar CSNW Director John (Bunk) Moren to direct and oversee SeaMar staff, including a new Administrative Assistant 1.0 FTE to provide support for the leadership and administrative support

needed for the grant project, including finance and budgeting, payroll, human resources, data entry and reporting, and field team scheduling.

She will coordinate with WASPC, Vancouver Police, U.S. Department of Veteran Affairs Police Department, Burlington Northern Santa Fe Railroad Police Department, and the Steering/Stakeholder Team to ensure that all programmatic and administrative grant requirements are met.

U.S. Department of Veteran Affairs Police Department Law Enforcement Specialist Gregory Heaton will serve as the agency's liaison with VPD, Sea Mar, and WASPC and will provide ongoing project coordination and support.

Burlington Northern Santa Fe Railroad Police Department Deputy Chief Ronald Rose will serve as the agency's liaison with VPD, Sea Mar, and WASPC and will provide ongoing project coordination and support.

Key Community Partnerships, Collaboration, and Services

Because the Vancouver Police Department has partnered with the behavioral health community for many years, and because our region has developed a robust crisis services system, we are able to quickly build out this Mental Health Field Response Crisis Team by leveraging our existing partnerships and resources at no cost to WASPC. Our proposed model for a rapid response team expands on our current mobile outreach model and extends these services to individuals who are interacting with Vancouver Police. Clark County Crisis Services and the Adult Mobile Crisis Team currently have agreements in place with a local evaluation and treatment facility, a local crisis stabilization program, several community behavioral health agencies, and community-based substance use disorder treatment facilities. These partnerships will assist the mental health field response team members in accessing behavioral health treatment and resources to provide options for law enforcement officers other than criminal justice system involvement, when available and appropriate. These partnerships will be utilized to quickly access needed behavioral health treatment in order to reduce the need for further law enforcement action and criminal justice system involvement, which will help to enhance longer-term safety and success for these vulnerable community members.

Two new law enforcement agencies, the U.S. Department of Veteran Affairs Police Department, Burlington Northern Santa Fe Railroad Police Department, have unique police response jurisdictions and communities, and they have expressed interest in participating in this project to provide mental health crisis responders to assist officers in the field with individuals in crisis. We will work together to train officers, promote arrest diversion, and facilitate access to treatment and care.

Sea Mar Community Services Northwest. In addition to operating the adult mobile crisis team, Sea Mar Community Services Northwest partners with the Clark County Crisis Services and the SW Washington Crisis Line to provide in-community intakes for individuals in need of intensive community-based services. This is a critical resource for clients who are high utilizers of crisis services. This established relationship provides an additional resource that the Mental Health Response Team can utilize to assist in diverting individuals from incarceration and allow them to stay in the community while receiving needed behavioral health treatment and services. Sea Mar will provide project coordination and leadership for all aspects of the MHFRT. If there is a transition in staffing, Sea Mar will make whatever arrangements are needed to ensure program success. A transition last year of the program director last

fall was addressed smoothly and we actually experienced an increase in engagement and project success.

Clark County provides and coordinates a tremendous network of crisis services and behavioral health support resources. For this program, Clark County Crisis Services has committed that locally-funded on-duty Designated Crisis Responders will assist the Mental Health Field Response Team members with any involuntary treatment assessment evaluations needed as resources are available, and a part-time temporary DCR will be added to assist with field response when call volume is heavy. Clark County is at the heart of our mental health response.

Rainier Springs Psychiatric Hospital provides both voluntary and involuntary hospitalization, partial hospitalization, and outpatient mental health and substance use disorder treatment. Currently, Rainier Springs has an agreement with the adult mobile crisis team and Clark County Crisis Services to accept direct admits via AMR when an individual is evaluated by crisis staff in the community and is cleared by AMR. Because of this established relationship, the Mental Health Response Team will be able to evaluate an individual in the community and arrange for transport to a psychiatric facility for admission.

Elahan Place is a local residential treatment center and crisis stabilization unit. Clark County Crisis Services currently has an agreement with Elahan Place that allows them to place appropriate individuals into a stabilization bed after they obtain medical clearance at a local emergency department. Elahan Place is operated by Columbia River Mental Health Services.

American Medical Response ambulance service has partnered with the Vancouver Police Department, Adult Mobile Crisis Team, Clark County Crisis Services, and Rainier Springs Psychiatric Hospital to develop an in-community triage process that allows them to take qualifying individuals directly to Rainier Springs for treatment without the need to obtain medical clearance at a local emergency room.

The **Clark County Jail** has partnered with Clark County Crisis Services to arrange for involuntary treatment evaluations for incarcerated individuals who would traditionally have remained in jail while waiting for competency restoration at Western State Hospital. This established relationship serves to minimize the time that individuals are incarcerated and significantly reduces the time spent waiting for needed treatment.

Lifeline Connections provides dual-diagnosis treatment in the community. Lifeline operates a detox unit, a sobering center, a residential treatment center, and inpatient and outpatient substance abuse treatment services including medically assisted treatment. Lifeline operates a mobile unit that can be used to transport individuals from the community to needed substance abuse treatment. Lifeline has been a partner with Vancouver Police Department in planning for the Mental Health Response Team program. Lifeline has also opened a 22- bed stabilization unit which will provide additional options for the Mental Health Response Team. Lifeline has committed to allowing Vancouver Police and AMR to make direct referrals to a stabilization bed. Lifeline is also adding a new 24-hour facility and triage center in 2020, which will provide additional critical resources for the mental health field response team to provide referrals.

Steering Committee & Stakeholder Oversight

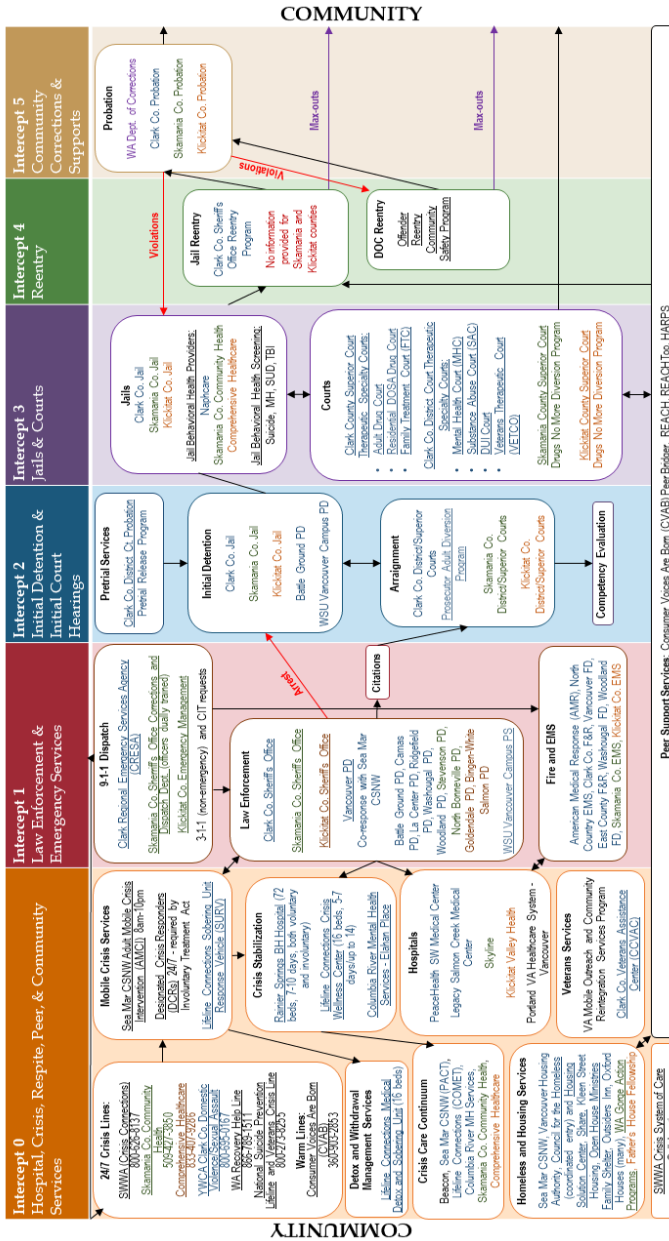
The Vancouver Police Department already meets with the Clark County Sheriff's Office, Clark County Crisis Services, the Adult Mobile Crisis Team, the Youth Mobile Crisis Team, CRESA, Camas Police, Ridgefield Police, Washougal Police, Fire, AMR, inpatient psychiatric hospitals, and other community partners on a monthly basis to review and improve the interaction of emergency service providers in the community. The Mental Health Field Response Team will leverage this established community partnership panel to communicate with providers, to evaluate the program's effectiveness, and to make needed improvements.

In order to effectively oversee this complex project and network of interconnected multi-disciplinary cross-jurisdictional partnerships, we will meet regularly with our Mental Health Field Response Steering/Stakeholder Committee, which is an active component of the current regional Crisis Response Team oversight panel. This committee will provide feedback on the program design and help us to maximize operational outcomes, and ensure timely and accurate reporting during the implementation phase and throughout the duration of the project.

The committee will include key project staff from the Vancouver Police Department, Clark County Crisis Services, Sea Mar Community Services Northwest, 9-1-1/dispatch, and a representative from local Emergency Medical Services. Other ad-hoc members or stakeholders with an interest in program's success may be added. Discussions will be led by Lieutenant Kathy McNicholas of the Vancouver Police Department or her designee.

Southwest Washington Sequential Intercept Model Map – Feb 2021

(just to add perspective and highlight our current partnerships and our role in the larger system)





WASPC MHFRT Grant Budget Worksheet - Vancouver Award 2021-22

A. PERSONNEL

Name	Position	Computation				Cost
		Salary	Basis	% of Time	Length of Time	
SeaMar Crisis Mental Health Therapist Professional Level 3 (Jul '21-Jun '22)	MHP	86,514.00	Year	120.00	1	103,816.80
SeaMar Crisis Mental Health Therapist Professional Level 3 (Jul '21-Jun '22)	MHP	86,514.00	Year	120.00	1	103,816.80
SeaMar Crisis Mental Health Therapist Professional (Oct '21-Jun '22)	MHP	86,514.00	Year	90.00	1	77,862.60
SeaMar Crisis Mental Health Therapist Professional (Oct '21-Jun '22)	MHP	86,514.00	Year	90.00	1	77,862.60
SeaMar Certified Peer Support Specialist	Peer	49,859.00	Year	120.00	1	59,830.80
SeaMar Certified Peer Support Specialist	Peer	49,859.00	Year	120.00	1	59,830.80
TOTAL Personnel						483,020.40

B. FRINGE BENEFITS - Fringe benefits should be based on actual known costs. List the composition of the fringe benefit package. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation and Unemployment Compensation. (Note: Use decimal numbers for the fringe benefit rates, an example is 7.65% should be shown as .0765)

Description	Computation		Cost
	Base	Rate	
SeaMar Crisis Mental Health Therapist Professional Level 3 (Jul '21-Jun '22)	86,514.00	0.350	30,280.00
SeaMar Crisis Mental Health Therapist Professional Level 3 (Jul '21-Jun '22)	86,514.00	0.350	30,280.00
SeaMar Crisis Mental Health Therapist Professional (Oct '21-Jun '22)	77,862.00	0.350	27,252.00
SeaMar Crisis Mental Health Therapist Professional (Oct '21-Jun '22)	77,862.00	0.350	27,252.00
SeaMar Certified Peer Support Specialist	49,859.00	0.350	17,451.00
SeaMar Certified Peer Support Specialist	49,859.00	0.350	17,451.00
TOTAL Fringe Benefits			149,966.00

C. TRAVEL

Purpose of Travel	Location	Computation							Cost
MISC.		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation						-	
		Local Travel						-	
		Other						-	
		Subtotal							
									4,000.00
TOTAL Travel									4,000.00

D. EQUIPMENT - NA

TOTAL Equipment	-
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E. SUPPLIES - NA

TOTAL Supplies	-
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F. CONSULTANTS & CONTRACTS - NA

TOTAL Consultants & Contracts	-
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G. OTHER COSTS - NA

TOTAL Other Costs	-
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BUDGET SUMMARY

Budget Category	Amount Requested
A. Personnel	483,020.40
B. Fringe Benefits	149,966.00
C. Travel	4,000.00
D. Equipment	-
E. Supplies	-
F. Consultants/Contracts	-
G. Other	-
TOTAL PROJECT COSTS	636,986.40
Local Match (if applicable)	-
TOTAL GRANT REQUEST	636,986.40



Staff Report 130-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/13/2021

SUBJECT Washington Traffic Safety Commission MOU

Key Points

- Due to the training and commitment required, there are a limited number of certified Drug Recognition Experts in Southwest Washington.
- A partnership with Washington State Traffic Safety Commission provides additional Drug Recognition Expert resources for all jurisdictions in the region, ensuring a safer community without incurring unfunded overtime expenditures for the agency responding.

Strategic Plan Alignment

Goal 2, Objective 2.1: Provide reliable and responsive police, fire and EMS service.

Present Situation

There are a limited number of certified Drug Recognition Experts (DRE) in Southwest Washington. When a drug evaluation is required and no certified DRE is on duty, the Washington State Patrol maintains a roster of regional DRE's that would be available on an overtime basis to conduct these investigations. Washington State Traffic Safety Commission reimburses the officer's agency for the overtime expenditures incurred for these investigations.

Advantage(s)

Mutual assistance partnerships provide additional resources for all jurisdictions in the region to ensure a safer community without impacting an officer's regular duties or incurring unfunded expenditures for the agency providing the services.

Disadvantage(s)

The MOU allows payment of overtime at 1.5 times the regular rate of pay. Due to labor

agreements, the City of Vancouver may need to pay double time for the callout of a DRE, which means the City of Vancouver is responsible for half-pay in these circumstances.

Budget Impact

There is minimal budget impact, which will be supported by the current VPD budget. Any overtime expenditures that are incurred will be appropriated in the next Supplemental budget process.

Prior Council Review

None.

Action Requested

Authorize the City Manager or his designee to enter into an agreement between the Washington Traffic Safety Commission and the Vancouver Police Department to allow Vancouver Police Department officers who are certified Drug Recognition Experts to work on an overtime basis when a drug evaluation is needed outside of their regular jurisdiction when no other DRE is available on duty.

James McElvain, Vancouver Police Chief, 360-487-7473; Daphine Harris, VPD Finance and Logistics Supervisor, 360-487-7498

ATTACHMENTS:

▣ WTSC MOU

MEMORANDUM OF UNDERSTANDING

WASHINGTON TRAFFIC SAFETY COMMISSION
621 8th Ave SE, Suite 409, PO Box 40944, Olympia WA 98504-0944

THIS AGREEMENT is made and entered into by and between:

(Agency Name)

Hereinafter referred to as “CONTRACTOR” and the WASHINGTON TRAFFIC SAFETY COMMISSION, hereinafter referred to as “WTSC.”

IT IS THE PURPOSE OF THIS AGREEMENT to provide overtime funding to law enforcement agencies who have certified Drug Recognition Experts (DRE) to conduct the following activities:

- **Respond in person** to allied agency requests for DRE assessments when no other DRE is available on duty and this response is in ‘overtime status’ from a list of certified DREs.
- Cover shift extension ‘overtime’ when completing a drug evaluation or covering a request for a DRE
- Court testimony resulting from performing drug evaluations with call outs and shift extensions when overtime is required. (This MOU and grant funding is not responsible for overtime generated from cases/arrests during normal employment or assignment)
- On an overtime basis, participate in duties as a DRE during emphasis patrols, allied agency DRE-related requests, or other DRE programs such as teaching and training deemed necessary and pre-approved by the Washington State DRE Coordinator between **July 1, 2021 through June 30, 2023.**

IT IS, THEREFORE, MUTUALLY AGREED THAT:

1. All contractor DREs will be available for callout by Washington State Patrol (WSP) communications in their individual regions. **WSP Communications will be notified of the DRE availability when that DRE signs into service with their respective allied agency.** As part of this agreement, contractor DREs are responsible to ensure that WSP Communications has their correct contact information in the DRE callout system.
2. Contractor will provide a certified DRE on an “overtime” basis (**not to exceed 1.5 times contracted salary and allowable benefits, even during paid holiday**) to perform DRE activities as specified. No other commissioned personnel will be funded.
3. The period of activity will begin on July 1, 2021 and extend through June 30, 2023.
4. Drug evaluation performance standards for certified and funded DREs must meet the standards of the International Association of Chiefs of Police (IACP).
5. DREs will maintain good standing with Drug Evaluation Classification Program; i.e. paperwork, rolling logs, and resumes. (Contractor and DRE will be notified if DRE is not eligible for availability and removed from WSP roster -30 day notice given.)
6. Disputes arising under this agreement shall be resolved by a panel consisting of one representative of the WTSC, one representative from Contractor agency and one representative from the DECP. The dispute panel shall thereafter decide the dispute with the majority prevailing.
7. Either party may terminate this agreement upon (30 days) written notice to the other party. In the event of termination of this agreement, the terminating party shall be liable for the performance rendered prior to the effective date of termination.

8. WTSC Termination – This project agreement may be terminated or fund payments discontinued or reduced by WTSC at any time upon written notice to the Contractor due to non-availability of funds, failure of the Contractor to accomplish any of the terms herein, or from any change in the scope or timing of the project.
9. The WTSC will monitor and track the availability of DRE Callout funds. Expenditure tracking will be shared with WSP quarterly to ensure DRE Callout funding is being fully utilized.

FISCAL RESPONSIBILITY:

1. For all DRE overtime activities to be billed against this MOU, any projected overtime amount greater than \$3,000 must get prior written approval from WTSC.
2. Contractor must submit the billings and supporting documents to the WTSC at PO Box 40944, Olympia, WA 98504-0944 or emailed to mmedalen@wtsc.wa.gov for approval and reimbursement **not more than 30 days after the last day of the month in which the overtime is worked**. Billings and supporting documents submitted later than the 30 day cutoff will be reviewed on a case by case basis. Contractor must ensure that reimbursement being requested is not for on-duty time, but for call out and shift extension overtime only.

Billings will include:

- Completed and signed invoice Voucher, A19-1A Form (attached). Your agency must be identified as the “Claimant” and Federal Tax ID # and an original signature of the agency head, command officer or contracting officer must be provided on the A19-1A form.
- Payment documentation (overtime slips, payroll documents, etc.)
- DRE Request Form showing all pertinent information. If for court case, evidence it came from a prior MOU overtime situation must be provided with the A-19 1A form.

IN WITNESS WHEREOF, PARTIES HAVE EXECUTED THIS AGREEMENT.

APPROVED/DISAPPROVED

(Agency)

(Date)

Washington Traffic Safety Commission (Date)

Contracting Agent Title & NAME (print/type name)

(Signature)

Please return this signed form (email is preferred) to:

mmedalen@wtsc.wa.gov

Washington Traffic Safety Commission
Attn: Mark Medalen
PO Box 40944
Olympia, WA 98504



Staff Report 131-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/13/2021
9/20/2021

SUBJECT Amendments to VMC Title 10 - Pearson Airfield

Key Points

- Some parts of Vancouver Municipal Code Title 10 are out of date and/or do not reflect preferred management practices.
- The proposed ordinance changes clarify and modernize several items within VMC 10.05.
- The proposed ordinance change establishes a separate Rules and Regulations document, and transfers many operational rules out of VMC 10.05.
- The proposed ordinance change also re-establishes the Aviation Advisory Committee.

Strategic Plan Alignment

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.

Present Situation

The current Vancouver Municipal Code, Title 10 "Aircraft and Airports" contains many rules and regulations that control the operation and use of Pearson Airfield. Some of current sections of Title 10 are out of date and do not reflect preferred management practices. In addition, many of these existing rules should not be codified, but rather, should be in a separate Rules and Regulations document that City Council could adjust, modify or change through resolution rather than through the more formal and lengthy code change processes.

Also included in the proposed code update, in proposed section 10.05.04, is an update to the makeup and responsibilities for the Aviation Advisory Committee.

After a period of consultation with the users of Pearson Airfield, City staff has drafted the proposed VMC Title 10 ordinance changes for Council consideration.

If Council approves the proposed code changes, which include references to a new Rules and

Regulations document, a proposed Rules and Regulations document will come before City Council for consideration on September 27.

Advantage(s)

1. Updates and aligns code with preferred practices and policies,
2. Moves airport rules and regulations into a separate document,
3. Updates and clarifies the Aviation Advisory Committee's makeup as well as roles and responsibilities.

Disadvantage(s)

None

Budget Impact

There is no impact to the budget as a result of this proposal.

Prior Council Review

- City Council workshop - June 8 2020
- City Council workshop - July 26, 2021
- City Manager Communications - August 16, 2021

Action Requested

On Monday, September 13, 2021, approve ordinance on first reading, setting date of second reading and public hearing for Monday, September 20, 2021.

Jennifer Belknap Williamson, Public Works Director, 360-487-7131; Guy Lennon, Airport Manager, 360-487-8619

ATTACHMENTS:

- ▢ Proposed Revised Ordinance
- ▢ Ordinance Proposed Changes Summary Matrix

09/13/21
09/20/21

ORDINANCE NO. _____

AN ORDINANCE relating to Pearson Field Airport, substantively amending multiple sections of the VMC, re-codifying and amending several other sections of the VMC, and repealing multiple sections of the VMC in order to update and reflect preferred management practices, clarify and update the Aviation Advisory Committee and establish separate stand-alone Rules and Regulations applicable to Pearson Airport; providing for savings, severability and an effective date.

WHEREAS, as reflected in SR - _____, the existing code in Title 10 has outdated sections with code language that needs updating to reflect current preferred management practices; and

WHEREAS, some existing parts of VMC Title 10 contain rules and regulations which are better suited to be in stand-alone Rules and Regulations document; and

WHEREAS, the codified composition, membership, and roles and responsibilities of the Aviation Advisory Committee require revisions; and

WHEREAS, outreach with Pearson Airport users was conducted, and comments were presented at a City Council workshop held on July 26, 2021; and

WHEREAS, this ordinance is an exercise of the city of Vancouver's policy and legislative authority derived from Wash. Const. art. XI, § 11 and is consistent with RCW 35.22.280, and is to protect the public's health, safety and welfare.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. VMC Chapter 10.05, is hereby amended to read as follows:

10.05 Pearson Field ~~Airport~~Airpark

Section 2. That part of Ordinance M-2733, as previously codified as VMC 10.05.010, is hereby amended to read as follows:

10.05.010 Purpose ~~of regulations.~~

In order to provide for the safety of tenants, users and the general public, efficient use of Pearson Field Airport facilities, and the continued stewardship of the historic, economic, public safety, educational, and cultural value of Pearson Field this chapter shall apply to the governance of Pearson Field Airport and to the rules and regulations set forth in this chapter shall apply to Pearson Airpark and to all public and private use thereof.

Section 3. That part of Ordinance M-2733, as previously codified as VMC 10.05.020, is hereby amended to read as follows:

10.05.020 ~~Construction and d~~Definitions.

The following words and phrases, whenever used in this chapter or documents promulgated hereunder, shall be construed as defined in this section unless from the context a different meaning is intended, or unless a different meaning is specifically defined and more particularly ascribed to the use of such words or phrases. All definitions contained in 49 U.S.C. § 40101 et seq. (hereinafter cited as "FAA Act") and all amendments thereto shall be considered as included herein; and all definitions shall be interpreted on the basis and intention of the FAA Act and amendments thereto, unless from the context a different meaning is intended, or unless a different meaning is specifically defined and more particularly ascribed to the use of such words or phrases. Nothing in this chapter shall be construed to mean that the city intends to permit any violation of any federal or state law. FAA regulations, as currently adopted, including any future amendments, shall be the controlling factor. The following terms shall have the meanings indicated:

1. ~~"Airpark" or "a Airport"~~ means the land and facilities owned or controlled by the city of Vancouver known as Pearson Field ~~Airport~~ark.
2. "Aviation advisory committee" means that body which recommends to the City Council, ~~and City Manager and Airport Manager~~ on matters pertaining to Pearson ~~Field Airport~~ ark as set forth in Resolution M-545 or as the same may be amended.
3. "Airportark manager" means the individual or individuals designated by the city manager as having responsibility and authority for management of Pearson ~~Field Airport~~ark.
4. ~~"Airport layout plan" means the most recent approved layout of the airport property, indicating current and proposed usage as approved by the city council by resolution.~~
5. ~~"Based aircraft" means aircraft occupying hangar or tiedown space at the airpark on a monthly or other fixed term basis.~~
4. "City of Vancouver" means a municipal corporation organized under the constitution and statutes of the state of Washington and known as Vancouver, Washington or Vancouver, USA.
5. "Commercial activity" means the conduct of any aspect of business, concession, an operation or agency in order to provide goods or services to any person for compensation, for-profit or hire. In addition, any activity which requires a business license or certification to be performed whether for compensation or not which is conducted on or based at the airpark is considered a commercial activity.

- ~~8. "Commercial operator" means any person who owns or operates or who is legally responsible for conduct of a commercial activity.~~
- ~~9. "Adjoining private property" means privately owned property abutting to and adjoining any part of Pearson Airpark.~~
- ~~10. "Employee" means any individual performing services at the airpark for another person and designated as an employee so that federal/state unemployment insurance, federal social security or federal withholding taxes are withheld from wages by his or her employer.~~
6. "FAA" means the Federal Aviation Administration.
- ~~12. "FCC" means the Federal Communications Commission.~~
- ~~13. "Flying club" means a nonprofit corporation or organization (as evidenced by articles of incorporation or other appropriate documents) in which all aircraft are equally owned or leased by all members of the corporation or organization.~~
- ~~14. "Fuel handling" means the transportation, delivering, fueling and draining of aircraft fuel, or any one of the above.~~
- ~~15. "Fixed base operator" means a proprietor of a commercial operation which offers multiple aeronautical related activities and services to the general public.~~
- ~~16. "Itinerant aircraft" means aircraft not based upon the airpark.~~
- ~~17. "Independent contractor" means one who contractually undertakes to perform services for another, but who is not controlled by the other nor subject to the other's right to control with respect to physical conduct in performing the services.~~
- ~~18. "Landing area" means the runway, taxiways, turnoffs and adjoining areas.~~
- ~~19. "Long term leases" means lease periods of more than two years.~~
- ~~20. "Motor vehicle" means automobiles, trucks, buses, public automobiles, limousines, taxis, and any other vehicle by which persons or property may be transported or carried on land, but not including aircraft.~~
- ~~21. "Operator" means the owner or the person, firm or representative or corporation controlling the operations of any certain aircraft or motor vehicle.~~
7. "Person" means any individual, firm, copartnership, corporation, company, association, joint stock association or body politic, and includes any trustee, receiver, assignee, or other similar representative thereof.
8. "Rules and regulations" means written rules as have been or ~~are~~may be promulgated from time to time by the ~~director of parks~~Airport Manager to carry out this chapter or other city ordinance or law as needed to protect public health, safety, interests, and welfare on the ~~airport~~airpark, and which are consistent with this chapter and which have been adopted as provided herein.
9. "T-Hangar" means a multiple aircraft storage building individually compartmentalized and normally leased to individual airplane operators.
10. "Tenant" means any person (as defined above) who through agreement with the city occupies and controls or benefits from the use of ~~airport~~airpark premises.
- ~~26. "Contract or commission services" means a person performing contract or commission services for compensation on the airpark~~ "Tie-Down" means city owned ramp space where aircraft can be

tied down and typically uncovered.”

~~27. "Non-aviation services" means restaurants, car rentals and any other non-aeronautical services provided on the airpark.~~

11. "Fees and charges" means charges directly imposed by the city upon users of the airport for services of direct benefit.

~~29. "Standards for commercial/noncommercial operations" means rules and regulations which by their terms pertain only to commercial/noncommercial operations on Pearson Airpark.~~

Section 4. That part of Ordinance M-2733, as previously codified as VMC 10.05.030, is

hereby amended to read as follows:

10.05.030 ~~Regulations for airport use generally~~Adoption of Rules and Regulations.

~~A.—Any permission granted by the airport manager or by his/her representative, directly or indirectly, expressly or by implication, to any person or persons to enter or use the airport or any portion thereof, including aircraft operators, crew members and passengers, spectators, pleasure and commercial vehicles, officers and employees of lessees and also including other persons occupying space on the airport, persons doing business with the city of Vancouver, its lessees, sublessees and permittees, and all other persons whatsoever, is conditioned upon such persons' compliance and continued compliance with these rules and regulations. Entry upon or into the airport by any person shall be deemed to constitute an agreement by that person to comply with all said rules and regulations.~~

~~B.—Use of the airport for carrying on activities in aviation on a commercial basis is restricted to those persons who shall have established themselves as tenants under a tenancy contract or permit from the city of Vancouver. No person who is not so authorized or who is in default under a tenancy contract or permit shall operate, service or repair aircraft on the premises or carry on any business of any nature thereon; provided, however, that an owner of an aircraft which is regularly stored on the airport, either by arrangement with the airport manager, or with an established tenant operator, may employ a qualified pilot/instructor to operate such owner's aircraft and/or to give instruction to such owner without being deemed in violation of this subsection.~~

~~C.—No person or persons, except airmen, duly authorized personnel, passengers going to or from aircraft, persons having business to transact in offices located in hangars, or other persons being personally conducted by airmen or airport attendants, shall be permitted to enter the area within the fence, i.e., within the landing area proper. Even the persons so excepted who thus shall have the privilege of unrestricted use of the space within the fence, are restricted to the necessary use of such space in connection with flights, inspections and routine duties.~~

~~D.—*Permit Required for Commercial Services.* It is unlawful for anyone to engage in any commercial service in premises at Pearson Airpark unless he or she has first secured a permit from the city to do so; provided, this shall not apply to persons operating a business at the airpark under a tenancy agreement with the city, but all such persons must have a city business license, unless exempted by terms of Chapter 5.04 of this code.~~

The document titled “Pearson Field Airport Rules and Regulations,” is adopted by City Council Resolution. Any future changes or amendments shall be subject to review and adoption by resolution of the City Council, subject to review and recommendation by the Aviation Advisory Committee.

Section 5. That part of Ordinance M-2733, as previously codified as VMC 10.05.040, is

hereby amended to read as follows:

10.05.040 ~~Refuse—Property damage—Tampering~~Aviation Advisory Committee.

~~A.—*Refuse.* No person shall throw, dump or deposit any waste, refuse, litter or garbage on the grounds of the airport. All waste, refuse, litter and garbage shall be placed and kept in closed garbage cans or containers, and all operating areas shall be kept in a safe, neat, clean and orderly condition at all times.~~

~~B.—*Property Damage.* Anyone who intentionally destroys, injures, defaces or disturbs in any way any building, sign, equipment, marker or other structures, or other public property on the airport shall be guilty upon conviction of a misdemeanor. Any person responsible for the destruction or damage of airport property, whether by accident or otherwise, shall pay the city for such damage and destruction, and, in appropriate cases, for other financial losses to the airport which follow from such damage or destruction.~~

~~C.—*Tampering with Aircraft.* No one may interfere or tamper with any aircraft or start the engine of such aircraft unless authorized to do so.~~

1. Purpose.

The purpose of the Aviation Advisory Committee is to provide advice and recommendations to the Airport Manager, City Manager, and City Council, as wells as other city departments, regarding the management and operations of the Airport and other aviation related issues affecting Pearson Field Airport. The committee shall provide advice and recommendations on:

- i. Issues pertaining to maximizing the historic, economic, public safety, educational, and cultural value of the Airport.
- ii. Airspace compatibility of any economic development projects with potential to affect the Airport (ex. zoning, building standards, etc.).
- iii. General financial oversight of the airfield, including all proposed fees, commercial leases, rental rates, and rental agreement formats.
- iv. Proposals to construct or remove any building, capital improvements, or to enlarge airport facilities.
- v. The adoption or amendment of airport rules and regulations, Commercial Minimum Standards, and the development of airport related plans including the master plan and airport layout plan.
- vi. Formal agreements with the National Park Service, or any other entity, with either operational or financial implications for the Airport
- vii Operations, changes and advancements in aviation technology and airspace use.
- viii Aviation matters referred to the committee by City Council, City Manager, or their designee.
- xi Other aviation matters that originate from within the committee.
- x. Review all Airport grants before application and before submission to the City Council for acceptance of the grant. The exception will be if grant acceptance and Council action is required sooner than the AAC can meet.

2. Members – Appointment

The Aviation Advisory Committee shall consist of 9 members selected by City Council subcommittee and appointed by the City Council. Committee members will serve without compensation. Members will have a demonstrable interest in the Airport, and/or aviation and aeronautical activities, and preferably have skills in one or more relevant areas such as airport management, legal, marketing, finance, FAA knowledge, real estate, business, and engineering. Members shall demonstrate the ability to work effectively with others in a volunteer committee role.

If a suitable candidate is available, one member shall be a representative from the Port of Portland and one member will be from a surrounding neighborhood. In support of assuring a balanced range of community perspective on the AAC and subject to exception by the City Council in their process of appointing members of the Committee, no more than three (3) members of the Committee may be a tenant of the Airport, subject to Council exception. No members will be employees of the City of Vancouver.

3. Terms

Aviation Advisory Committee members shall be appointed for three-year terms; provided of the seven initial members, three shall be appointed to a three-year term, Three to a two-year term and one to a one-year term. Subsequent appointments shall be to fill any unexpired term or to a three-year term. Service of members may not exceed three consecutive full terms.

4. Officers

Each year, the committee shall elect by majority vote a chair and vice chair and such other officers as the committee finds necessary. Officers shall serve for one-year and may not serve for more than two consecutive years.

5. Removal. Any member may be removed, prior to the expiration of their term of appointment, by a majority vote of the City Council

6. Meeting-Quorum. The committee shall hold meetings at least quarterly and may hold such other meetings as it finds necessary. A majority of the current members of the aviation advisory committee shall constitute a quorum.

7. Bylaws. The Aviation Advisory Committee shall adopt bylaws that outlines the transaction of its business. The bylaws will be consistent with City values and subject to review by the City Manager or designee. The Aviation Advisory Committee may thereafter amend the bylaws or repeal and replace the bylaws subject to review by the City Manager or designee and referral, if appropriate, to the City Council for ratification. The bylaws may only contain provisions for the regulation and management of the affairs of the Aviation Advisory Committee as consistent with law and this chapter of VMC 10.05.

8. Assistance

The Airport Manager or the Manager's designee shall serve as staff liaison and Secretary to the Committee ("Secretary"). The City's staff and consultants, under direction of the Secretary, shall furnish professional and technical information and advice to the Committee.

Section 6. That part of Ordinance M-2733, as previously codified as VMC 10.05.050, is hereby amended to read as follows:

10.05.050 Access to Pearson Airpark from adjoining private property Federal and State Grants.

~~Access to Pearson Airpark will not be permitted from adjoining private property. A control and security fence will be erected and maintained separating Pearson Airpark and private property.~~

All funds shall be disbursed only for the purposes approved by the FAA or granting State or local agency. Such funds shall not be dispersed or loaned for any other reason unless permitted under the grant and approved by the City Council.

Section 7. That part of Ordinance M-2733, as previously codified as VMC 10.05.060, is hereby amended to read as follows:

10.05.060 ~~Motor vehicle regulations~~ Audits.

~~A.—No one shall operate any vehicle on the airpark in a negligent manner, nor in disregard of the rights and safety of others, nor at a speed likely to endanger unreasonably any person or property, nor while the driver is under the influence of intoxicating liquor, or any narcotic drug, as such condition is defined in the city traffic code at Chapter 9.56 of this code.~~

~~B.—No person not having a valid vehicle operator license shall operate any vehicle on the airport, nor shall any person operate at the airpark any vehicle which is not properly licensed under the laws of the state of Washington or of another state.~~

~~C.—All vehicles operated on the airpark shall be driven at a safe and reasonable speed, but not to exceed fifteen miles per hour.~~

~~D.—No motor vehicle shall be driven onto the landing area proper, without the express permission of the airpark manager or designated representative, and then only in accordance with these instructions.~~

~~E.—No one shall operate any motor vehicle on the airpark, off designated streets, except fueling trucks, city operated or authorized patrol or emergency vehicles, management and maintenance vehicles, FAA maintenance vehicles, and business tenants and their employees, and T-hangar or tiedown tenants, while directly going to and from their leased areas.~~

~~F.—No go-carts, bicycles or similar vehicles, or horses are permitted on the ramps, runways or taxiways of the airpark.~~

~~G.—No one shall operate any commercial vehicle carrying passengers for hire from the airpark unless such operation is conducted with the approval of airpark management; provided, this shall not prevent taxicabs from bringing persons to the airpark, nor shall it prevent taxicabs licensed by the city from picking up passengers at the airpark.~~

~~H.—*Accident Reports.* The driver of any vehicle involved in an accident in the airpark shall within forty eight hours make a complete report in writing to the airpark manager.~~

Audits. Audits shall be conducted for Pearson Field no less than every three (3) years. Audit results, and subsequent action plans, shall be provided to airport and City management and the Aviation Advisory Committee

Section 8. That part of Ordinance M- 2733 previously codified as VMC 10.05.135, is hereby re-codified as VMC 10.05.065, and is hereby amended to read as follows:
ORDINANCE - 7

10.05.065135 Posting regulations.

1. Rules and regulations adopted pursuant to this chapter shall be ~~made available~~posted in a prominent place in offices of businesses and at other conspicuous places at the airport, as found necessary by the aAirportark mManager. The rules and regulations shall also be posted on the Pearson Field Airport website. Copies of this chapter and also of such rRules and regulations shall be supplied to all applicants and interested parties upon request to the aAirport mManager. (Ord. M-2733, 1987)
2. Current airport plans (Master, Layout, Business, etc.) shall be posted on the Pearson Field Airport website.

Section 9. That part of Ordinance M- 2733, previously codified as VMC 10.05.145, is hereby re-codified as VMC 10.05.075, and is hereby amended to read as follows:

10.05.075145 ~~Fees and~~ Fee and Charges.

- ~~A.~~ All fees and charges to users of Pearson Field shall be administratively established pursuant to the standards and requirements set forth herein.
- ~~B.~~ 1. Fees and rates charged ~~shall~~may be evaluated annually. Rates shall be established with consideration given to ~~the self-support~~ (a) airport self-sustainability based on actual and projected costs and (b) competitiveness with local benchmark airports adjusted for differences in services, amenities, and geography policy for Pearson Field, local market conditions, and consistency with other regional airport pricing. The ~~Airport~~aviation aAdvisory eCommittee shall review fees and charges and make recommendations to city staff consistent with this chapter.
2. Notice shall be given to airport ~~user~~tenants of all ~~aAdvisory eCommissionttee~~ and City Council meetings where changes that affect such users will be considered. Notice of a proposed fee or rate ~~increase~~change shall be provided to such affected airport ~~user~~tenants thirty (30) days in advance of such proposed increasechange. Fee and rate provisions for land and building lease and or rental holders will be described in individual agreements.
- ~~C.~~ 3. Landing Fee for Non-tenants. Anyone operating an aircraft for commercial purposes and who lands such an aircraft at Pearson Airpark more than once in any thirty-day period, and who is not a tenant at Pearson Airpark, shall, beginning with such second landing, be subject to and shall pay to the city a landing fee for each such landing, except that only one landing fee shall be charged per day for each aircraft using the facility regardless of the number of landings per day for that same aircraft. Such fee is to be paid on a monthly basis and must be accompanied by a form prepared by the airport manager and filled out by the commercial operator to show the numbers of aircraft and times of each such landing. The airport manager with the approval of the city manager shall make rules and regulations consistent with this section as are found necessary for its administration.
- For the purposes of this chapter, as amended, the term "commercial purposes" includes ~~air taxi operations, and the carrying in air commerce in small aircraft by any person (other than an air carrier) of persons or property for compensation or hire. The term shall not cover student instruction, ferry or training flights.~~
- ~~It is unlawful for anyone liable therefore to fail to properly file a return and pay the tax imposed by this section, and anyone convicted in district court of failing to do so shall be sentenced to pay a fine of fifty dollars shall execute an agreement with the City for such purposes. Incidental or occasional use does not require an agreement.~~

~~D. Permit and Fee Required for Conducting Commercial Services.~~ It is unlawful for anyone to engage in any commercial service in premises at Pearson Airpark unless he or she has first secured

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a permit so to do, and has paid the designated fee; provided, this subsection shall not apply to persons operating a business at the airport under a tenancy agreement with the city but each such person shall have a city B&O license and pay B&O fees and taxes unless exempted therefrom by Chapter 5.04 of this code.

~~E.4. Hangar~~ T-Hangar Fee ~~erent established. City-owned~~ Monthly rates for T-hangars buildings shall be rented on a month-to-month basis for the storage of aircraft. A waiting list shall be maintained when demand is in excess of supply that are substantially similar in size, configuration and amenities will be set consistently across the airport. A schedule of rates for each class of hangars will be published on the Pearson Field website.

~~F.5. City controlled Tiedown Fee – City Controlled. The a~~ Airport managementr may ~~shall designate areas for both transient and permanent~~ monthly tiedown space. Payment for such use will be either daily or monthly A schedule of rates for monthly tie-down spaces will be published on the City and Pearson Field websites.

~~G. Tiedown Fee—Tenant Controlled. The airport manager may enter into agreements, on forms to be prepared by the city attorney, with various tenants to provide for collections of such tiedown fees, and for the assignment of certain areas of the airport to each of such tenant for supervision and maintenance of such tiedown areas. Tiedown fees shall be paid by the user to a properly designated tenant who shall furnish a receipt therefore and who shall transmit to the city director of Financial and Management Services a duplicate of such receipt and an agreed upon percentage of the money which has been thus collected, not later than the tenth day of each month.~~

~~H.6. Fuel Flowage Fee. All aviation fuel delivered for resale purposes to Pearson Airportark must be delivered only to in-ground storage~~ those facilities designed for aviation fuel. The deliverer ~~dispenser of such fuel shall be required to pay directly to the City (airport fund) the fuel flowage fee of three cents per gallon or such other amount as may be established by city ordinance or by resolution adopted by the city council after a public hearing. Such payment to be made by the twentieth day of each month for the previous month's~~ delivery in an amount and manner agreed to by contract.

~~I. Leasehold Tax. A Washington State leasehold tax shall be included in each rental or lease payment schedule for use of airport property when such rent or lease is for thirty consecutive days or more.~~

7. Deposits, Fines and Fees. Any deposits, fines or fees, paid in association with the airport will be maintained in an airport account by the City for exclusive use by the airport. All such charges will be invoiced by the City by either regular mail or electronically. (VMC 3.12.093).

~~J.8. Payments. All payments of fees and charges are due and payable in advance of the first day of the month unless otherwise provided. Payments shall be made to the director of Financial and Management Services, P.O. Box 1995, Vancouver, WA 98668 – 1995.~~

Section 10. The following new sections of the VMC are hereby added and codified as follows:

A new Section is added to the VMC, codified as VMC 10.05.015 to read as follows:

10.05.015 Ownership and Operation

Pearson Field Airport is operated by the City of Vancouver, Washington on land owned by the City or leased under agreement with the National Park Service (NPS)

Management and operation of Pearson Field Airport shall be consistent with all applicable local, State and Federal Regulations.

Section 11. A new Section is added to the VMC, codified as VMC 10.05.035 to read as follows:

10.05.035 Minimum Standards for Commercial Activities at Pearson Field.

The City Council has adopted Minimum Standards for Commercial Activities at Pearson Field Airport (Resolution M-3857, 2015) and by reference is included here as though set forth herein verbatim. The Minimum Standards for Commercial Activities apply to the conduct of all commercial activity on Pearson Field Airport. Nothing herein is intended to prevent persons from selling goods or services during any special event on the airport approved by the Airport Manager. Non-profit entities are not commercial activities or operations. Any change or amendment requires City Council approval.

Section 12. The following sections of the VMC are hereby repealed:

That portion of Ordinance M-2733, codified as VMC 10.05.070, is hereby repealed.

10.05.070 Vehicular parking regulations.

~~A.—No person shall park a motor vehicle on the airport other than in the manner and at places prescribed by the airport manager.~~

~~B.—No automobile, truck or other motor vehicle shall be parked in front of any T-hangar, except for service or delivery vehicles, and then only long enough to make such service or delivery.~~

~~C.—A T-hangar tenant may park his or her own vehicles in his/her T-hangar.~~

~~D.—No one shall abandon any motor vehicle on the airport, or leave any vehicle in a public parking area in excess of seventy-two consecutive hours unless express approval for such parking has been obtained from the airport~~

~~manager. Any vehicle in violation of this section may be towed away for storage at direction of the airport manager. All charges for towing and storage shall be at the owner's expense.~~

~~E.—Persons parking vehicles on the airport do so at their own risk and such vehicles may be entered by airport personnel for the purpose of moving the vehicles when it becomes necessary for area maintenance or for enforcement of this or other ordinance.~~

Section 13. That portion of Ordinance M-2733, codified as VMC 10.05.080, is hereby repealed.

10.05.080 General operations—Regulations.

~~A.—Federal, State and City Rules to be Observed. The airport landing area is open for public use in accordance with the rules and regulations governing the operation of aircraft and the conduct of airmen as promulgated by the appropriate agencies of the United States government, the state of Washington, and the city.~~

~~B.—Minimum Standards. Minimum standards for the conduct of commercial and other activity on~~

Pearson Airpark including specific rules and regulations shall be adopted by resolution of city council. Such rules and regulations shall be consistent with this chapter governing airport operations and with state and federal laws and with generally accepted practices of general aviation airports. Resolution M-2378, establishing such minimum standards, is ratified and confirmed insofar as consistent with this chapter.

~~C.—*Authority to Suspend Operations.* The airport manager, either directly or through a designated agent, may suspend or restrict any or all operations without regard to weather conditions whenever the manager finds such action is necessary in the interest of safety.~~

~~D.—*Compliance for Safety Required.* The airport manager shall at all times have authority to take such actions as may be necessary to safeguard the public in attendance at the airport. Every pilot, mechanic or other person employed on or using the airport shall cooperate with the airport management in enforcement of this chapter and to see that all persons upon the premises use due care and caution to prevent injury to persons or damage to property.~~

~~E.—*Student Pilots.* Instructors shall fully acquaint their students with the provisions of this chapter and shall be responsible for the conduct of students under their direction during dual instruction. When a student is flying solo, it shall be his/her sole responsibility to observe and abide by the provisions of this chapter.~~

~~F.—*Use of Intoxicants and Drugs.* Pilots and any other members of an aircraft crew in operation on the airport, or any person directly attending or assisting in said operation, will not be under the influence of or affected by intoxicating liquor or a drug which affects their ability to safely perform their duties. Aircraft passengers may be denied flight passage if they are under the influence of intoxicating liquors or drugs to the extent that they might endanger the safety of other persons.~~

~~G.—*Accident Reports.* The pilot of an aircraft involved in an accident on the airport causing personal injury or property damage shall, within forty-eight hours, make a report to the airport manager. In the event that he/she is unable to do so, the owner or his/her agent shall make such report and witnesses also may make and file such reports.~~

~~H.—*Repairs.* Repair of aircraft, aircraft engine, propeller or apparatus (except emergency repairs to facilitate movement of an aircraft) shall be made only in spaces designated for this purpose and only by persons working on their own aircraft or who have a valid city business license, in conjunction with either a permit or tenancy agreement from the city of Vancouver.~~

Section 14. That portion of Ordinance M-2733, codified as VMC 10.05.090, is hereby repealed.

10.05.090 ~~Landing and takeoff rules.~~

~~A.—Landings and takeoffs shall be made into the wind on that runway which is most nearly aligned with the wind as indicated by the "automatic runway designator" provided; exceptions may be made when the airfield is under instrument flight rules (IFR).~~

~~B.—No aircraft shall land or take off, nor continue its approach to the runway or runway safety areas thereto, when vehicles, equipment or personnel are on the runway or when the airpark manager has closed the runway by placing a white "X" above the runway numerals.~~

~~C.—All arriving or departing aircraft shall conform to a traffic pattern which identifies appropriate geographical boundaries from which turns shall be made. Such air traffic pattern will be adopted by city resolution after FAA approval, and shall be posted on the airpark.~~

~~D.—The standard traffic pattern for Pearson Airpark is one thousand feet MSL, left hand landing runway 08 and right hand landing runway 26.~~

Section 15. That portion of Ordinance M-2733, codified as VMC 10.05.100, is hereby repealed.

10.05.100 Aircraft ground and taxiing rules.

~~A.—At no time shall engines be operated within any hangar, shop or other building. When an engine is being hand propped, a competent operator shall be at the controls and the wheels shall be chocked, and/or operating parking brakes shall be set.~~

~~B.—No one shall taxi an aircraft to or from the hangar line or to or from an approved parking space until he has ascertained that there will be no danger of collision with any person or object in the immediate area.~~

~~C.—*Speed.* No aircraft shall be taxied except at a speed which is safe and reasonable under all circumstances then existing.~~

~~D.—*Brakes.* No aircraft which is not equipped with adequate brakes shall be taxied near buildings or parked aircraft unless an attendant is at the wing of the aircraft to assist the pilot.~~

~~E.—Runways will not be used in lieu of or as taxiways. Taxiing to and from runways will be done along those taxiways which provide the most direct route.~~

~~F.—*Closed Taxiways.* No aircraft shall be taxied by any person upon a taxiway which has been designated by the airport manager as being closed. The closure of any taxiway shall be so designated as such by the airport manager by placement of a white "X" on the centerline of the taxiway.~~

~~G.—Aircraft awaiting takeoff shall stop at the runway holding line in a position to have direct view of aircraft approaching or landing.~~

Section 16. That portion of Ordinance M-2733, codified as VMC 10.05.110, is hereby repealed.

10.05.110 Aircraft parking.

~~A.—Unless otherwise provided in a lease or other agreement, no person shall use any area of the airport for parking and storage of aircraft or property without first obtaining permission of the airport manager. If anyone does use any such area without first having obtained permission, then the airport management may order the aircraft or other property impounded, removed and stored at the expense of the owner, without liability for damage thereto or any costs arising from or out of such removal or storage.~~

~~B.—Aircraft shall be properly blocked and tied down by the owner or operator when parked overnight or when conditions otherwise warrant blocking or tying down. Owners of aircraft shall be responsible for any damage resulting from failure to comply with this rule.~~

~~C.—Securing of aircraft shall be the sole responsibility of the owner or operator of the aircraft, and the city of Vancouver, its employees and agents shall in no way be held responsible to secure aircraft or for the consequences of failure of the owner or operator to so secure.~~

Section 17. That portion of Ordinance M-2733, codified as VMC 10.05.115, is hereby repealed.

10.05.115 Disabled aircraft.

~~A.—Aircraft owners and pilots are required to remove promptly from any public landing area their disabled aircraft as soon as permitted and/or directed by cognizant FAA and/or National~~

~~Transportation Safety Board authorities or by the city airport management.~~

~~B. Non-airworthy aircraft, wrecks, "junkers" or parts thereof shall not be parked or stored anywhere on the airpark unless awaiting bona fide and scheduled repairs by a licensed commercial aviation maintenance business on the airpark, unless express authority has been granted in writing by the airpark manager.~~

~~C. Should any person refuse to remove an aircraft or any parts thereof when directed to do so by the airpark manager in compliance with this chapter, such aircraft may be removed at the owner's or operator's expense and without liability (to the city) for damage which may result in such moving.~~

Section 18. That portion of Ordinance M-2733, codified as VMC 10.05.120, is hereby repealed.

10.05.120 Fuel handling and storage requirements.

~~A. Fuel storage and servicing equipment must comply with all city, state and federal laws and regulations.~~

~~B. Fueling hoses, fuel equipment and fuel trucks shall be maintained in a safe, sound and non-leaking condition.~~

~~Fuel trucks shall proceed slowly and with caution on the airpark.~~

Section 19. That portion of Ordinance M-2733, codified as VMC 10.05.125, is hereby repealed.

10.05.125 Rules for use of T-hangars.

~~A. T-hangars will be rented only for aircraft storage and only on a month-to-month basis. Rental agreements are nontransferable.~~

~~B. Hoisting or holding mechanisms will not be attached to any part of any T-hangar.~~

~~C. Tenants will not paint, alter or modify any part of the T-hangar and associated fixtures without prior written permission of the airpark manager.~~

~~D. Electrical and/or gas-fired heaters will not be used in or about T-hangars.~~

~~E. Paint, dope and other flammable or volatile materials shall not be stored in T-hangars at any time, except in aircraft fuel tanks; provided, not to exceed two cases of one quart cans of oil may be stored in T-hangars.~~

~~F. Storage or use of flammable and/or volatile liquids for cleaning aircraft or parts is prohibited.~~

~~G. Aircraft engines shall not be operated inside T-hangars.~~

~~H. T-hangars shall be kept clean and free of debris and oily rags or other fire hazardous materials.~~

~~I. Tenants shall not park or leave aircraft adjacent to T-hangar doors so as to unduly interfere or obstruct access to adjacent T-hangars.~~

Section 20. That portion of Ordinance M-2733, codified as VMC 10.05.130, is hereby repealed.

10.05.130 Fire regulations.

- ~~A.—All persons using the airport area or the facilities of the airport in any way shall exercise the utmost care to guard against fire and injury to persons or property.~~
- ~~B.—No person shall smoke or carry any lighted cigar, pipe, cigarette, match or any open flame in or upon the airport within fifty feet of fuel storage areas, fuel loading situations, fuel handling vehicles or aircraft being fueled or having fuel drained, or in any other place where smoking is prohibited by sign.~~
- ~~C.—*Welding.* No person shall conduct any welding or open flame operations in or adjacent to any hangar or building unless specifically authorized by the airport manager. When so authorized, all safety precautions shall be observed and welding equipment shall be operated by an experienced and qualified operator.~~
- ~~D.—*Refuse and Waste.* Lessees shall provide metal receptacles with self-closing covers for the storage of oily wastes, rags or other rubbish produced in their leased premises.~~
- ~~E.—*Floor Care.* All lessees shall keep floors of hangars and adjacent areas free and clear of all oil, grease and other flammable material.~~
- ~~F.—*Storage of Flammables.* No one shall keep or store any flammable materials on the airpark or in any building on the airpark other than in compliance with the Uniform Fire Code as adopted by ordinance of the city of Vancouver.~~
- ~~G.—*Extinguishers.* All tenants or lessees of hangars or shop facilities shall supply and maintain adequate and readily accessible fire extinguishers. Such fire extinguishers shall be rated for Class B and C fires.~~
- ~~H.—*Cleaning Fluids.* No person shall use volatile, flammable liquids in the cleaning of floors, aircraft, aircraft engines, propellers and appliances in hangars or other buildings on the airpark, unless such cleaning operations are conducted in open, ventilated, fire-proofed areas and equipped with adequate and readily accessible fire-extinguishing apparatus.~~
- ~~I.—*Painting.* Painting and associated processes shall be conducted only in properly designated rooms or buildings conforming to city building code requirements for this type of operation. No spray-painting operation shall be conducted in T-hangars.~~
- ~~J.—No heating devices intended to be used to preheat an aircraft, aircraft engine, or used to lower the humidity, shall be used in T-hangars.~~
- ~~K.—Periodic inspections may be made by the Vancouver fire department to ensure compliance with these and other city fire regulations.~~

Section 21. That portion of Ordinance M-2733, codified as VMC 10.05.140, is hereby repealed.

10.05.140 Penalties for violations.

- ~~A.—Generally, every person who violates or fails to comply with any provision of this chapter, or who operates or handles an aircraft in violation of any provision of this chapter, may be promptly removed or ejected from the airport by or under the authority of the airport manager, and upon the order of the airport manager may be deprived of the further use of the airport and its facilities for such length of time as may be required to insure the safeguarding of the same and the public and its interest therein. In addition, any person who violates or fails to comply with any of the requirements of this chapter is guilty of a misdemeanor and upon conviction thereof in Clark County District Court shall be punished by a fine of not more than three hundred dollars or~~

~~by imprisonment for not more than thirty days, or by both such fine and imprisonment.~~

~~B. *Traffic Violations.* Any person violating these rules and regulations and/or the traffic laws of the state of Washington or the city of Vancouver in connection with vehicular traffic on the airpark, shall be subject to prosecution in the appropriate court for such violation.~~

- ~~C. Fuel trucks, when servicing aircraft, must be positioned so that they may be readily driven away without backing up to an open area in an emergency.~~
- ~~D. An adequate fire extinguisher shall be within ready reach of all persons engaged in fueling or defueling of aircraft.~~
- ~~E. All aircraft shall be positively grounded while being serviced with fuel.~~
- ~~F. Aircraft shall not be fueled or defueled while the engine is running or while such aircraft is in a hangar or any enclosed area.~~
- ~~G. Aircraft electrical appliances and radios shall be turned off during fueling or defueling.~~
- ~~H. Fuel spills that create a potential fire hazard shall promptly be reported to the Vancouver fire department with a request for assistance.~~

Section 22. Savings. Those ordinances or parts of ordinances which are amended or repealed by this ordinance shall remain in full force and effect until the effective date of this ordinance.

Section 23. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstance shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not effect or invalidate the remainder of any parts thereof to any person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 24. Effective date. This ordinance shall become effective thirty (30) days following the date of final adoption.

Read first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read second time:

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2021.

Anne McEnerny-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE relating to Pearson Field Airport, substantively amending multiple sections of the VMC, re-codifying and amending several other sections of the VMC, and repealing multiple sections of the VMC in order to update and reflect preferred management practices, clarify and update the Aviation Advisory Committee and establish separate stand-alone Rules and Regulations applicable to Pearson Airport; providing for savings, severability and an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

VMC Title 10 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
1.	10.05.010 Purpose of regulations Changing to “Purpose”	In order to provide for the safety of the general public, the rules and regulations set forth in this chapter shall apply to Pearson Airpark and to all public and private use thereof. (Ord. M-2733, 1987)	In order to provide for the safety of tenants, users and the general public, efficient use of Pearson Field Airport facilities, and the continued stewardship of the historic, economic, public safety, educational, and cultural value of Pearson Field this chapter shall apply to the governance of Pearson Field Airport and to all public and private use thereof.	Updated Language and change section name to “Purpose”
2.	10.05.015 Ownership and Operations	New Language	Pearson Field Airport is operated by the City of Vancouver, Washington on land owned by the City or leased under agreement with the National Park Service (NPS) Management and operation of Pearson Field Airport shall be consistent with all applicable local, State and Federal Regulations.	Introduce new language to explain the overall ownership of airport properties and authority of the airport airspace

VMC Title 10 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
3.	10.05.020 Construction and definitions Changing to “Definitions”	Nothing in this chapter shall be construed to mean that the city intends to permit any violation of any federal or state law. The following terms shall have the meanings indicated: 1. “Airpark” or “airport” means the land and facilities owned or controlled by the city of Vancouver known as Pearson Airpark. 2. “Airport advisory committee” means that body which recommends to the city council and city manager on matters pertaining to Pearson Airpark as set forth in Resolution M-545 or as the same may be amended. 3. “Airpark manager” means the individual or individuals designated by the city manager as having responsibility and authority for management of Pearson Airpark. 4. “Airport layout plan” means the most recent approved layout of the airport property, indicating current and proposed usage as approved by the city council by resolution. 5. “Based aircraft” means aircraft occupying hangar or tiedown space at the airpark on a monthly or other fixed- term basis. 6. “City of Vancouver” means a municipal corporation organized under the constitution and statutes of the state of Washington and known as Vancouver, Washington or Vancouver, USA. 7. “Commercial activity” means an operation or service performed for compensation which is conducted on or based at the airpark. 8. “Commercial operator” means any person who owns or operates or who is legally responsible for conduct of a commercial activity. 9. “Adjoining private property” means privately owned property abutting to and adjoining any part of Pearson Airpark.	The following words and phrases, whenever used in this chapter or documents promulgated hereunder, shall be construed as defined in this section unless from the context a different meaning is intended, or unless a different meaning is specifically defined and more particularly ascribed to the use of such words or phrases. All definitions contained in 49 U.S.C. § 40101 et seq. (hereinafter cited as "FAA Act") and all amendments thereto shall be considered as included herein; and all definitions shall be interpreted on the basis and intention of the FAA Act and amendments thereto, unless from the context a different meaning is intended, or unless a different meaning is specifically defined and more particularly ascribed to the use of such words or phrases. Nothing in this chapter shall be construed to mean that the city intends to permit any violation of any federal or state law. FAA regulations, as currently adopted, including any future amendments, shall be the controlling factor. The following terms shall have the meanings indicated: 1. “Airport” means the land and facilities owned or controlled by the city of Vancouver known as Pearson Field Airport. 2. “Aviation Advisory Committee” means that body which recommends to the City Council, City Manager and Airport Manager on matters pertaining to Pearson Field Airport.	Simplified Language and change Section name to “Definitions”.

VMC Title 10 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
3. (Cont.)	10.05.020 Construction and definitions (Cont.) Changing to "Definitions"	10. "Employee" means any individual performing services at the airpark for another person and designated as an employee so that federal/state unemployment insurance, federal social security or federal withholding taxes are withheld from wages by his or her employer. 11. "FAA" means the Federal Aviation Administration. 12. "FCC" means the Federal Communications Commission. 13. "Flying club" means a nonprofit corporation or organization (as evidenced by articles of incorporation or other appropriate documents) in which all aircraft are equally owned or leased by all members of the corporation or organization. 14. "Fuel handling" means the transportation, delivering, fueling and draining of aircraft fuel, or any one of the above. 15. "Fixed base operator" means a proprietor of a commercial operation which offers multiple aeronautical related activities and services to the general public. 16. "Itinerant aircraft" means aircraft not based upon the airpark. 17. "Independent contractor" means one who contractually undertakes to perform services for another, but who is not controlled by the other nor subject to the other's right to control with respect to physical conduct in performing the services. 18. "Landing area" means the runway, taxiways, turnoffs and adjoining areas. 19. "Long-term leases" means lease periods of more than two years. 20. "Motor vehicle" means automobiles, trucks, buses, public automobiles, limousines, taxis, and any other vehicle by which persons or property may be transported or carried on land, but not including aircraft. 21. "Operator" means the owner or the person, firm or representative or corporation controlling the operations of any certain aircraft or motor vehicle.	3. "Airport manager" means the individual or individuals designated by the city manager as having responsibility and authority for management of Pearson Field Airport. 4. "City" means a municipal corporation organized under the constitution and statutes of the state of Washington and known as Vancouver, Washington or Vancouver. 5. "Commercial activity" means the conduct of any aspect of business, concession, operation or agency in order to provide goods or services to any person for compensation, for-profit or hire. In addition, any activity which requires a business license or certification to be performed whether for compensation or not is considered a commercial activity. 6. "FAA" means the Federal Aviation Administration. 7. "Person" means any individual, firm, partnership, corporation, company, association, joint stock association or body politic, and includes any trustee, receiver, assignee, or other similar representative thereof. 8. "Rules and regulations" means written rules as have been or may be promulgated from time to time by the Airport Manager to carry out this chapter or other city ordinance or law as needed to protect public health, safety, interests, and welfare on the airport, and which are consistent with this chapter and which have been adopted as provided herein.	(See above)

VMC Title 10 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
3. (Cont.)	10.05.020 Construction and definitions (Cont.) Changing to “Definitions”	22. “Person” means any individual, firm, co-partnership, corporation, company, association, joint stock association or body politic, and includes any trustee, receiver, assignee, or other similar representative thereof. 23. “Rules and regulations” means written rules as have been or are promulgated from time to time by the director of parks to carry out this chapter or other city ordinance or law as needed to protect public health, safety, interests, and welfare on the airpark, and which are consistent with this chapter and which have been adopted as provided herein. 24. “T Hangar” means a multiple aircraft storage building individually compartmentalized and normally leased to individual airplane operators. 25. “Tenant” means any person (as defined above) who through agreement with the city occupies and controls use of airpark premises. 26. “Contract or commission services” means a person performing contract or commission services for compensation on the airpark. 27. “Non-aviation services” means restaurants, car rentals and any other non-aeronautical services provided on the airpark. 28. “Fees and charges” means charges directly imposed by the city upon users of the airport for services of direct benefit. 29. “Standards for commercial/noncommercial operations” means rules and regulations which by their terms pertain only to commercial/noncommercial operations on Pearson Airpark. (Ord. M-2733, 1987)	9. “T-Hangar” means a multiple aircraft storage building individually compartmentalized and normally leased to individual airplane operators. 10. “Tenant” means any person (as defined above) who through agreement with the city occupies and controls or benefits from the use of airport premises. 11. “Fees and charges” means charges directly imposed by the city upon users of the airport for services of direct benefit.	(See above)

VMC Title 10 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
4.	10.05.030 Regulations for airport use generally Changing to “Adoption of Rules and Regulations”	A. Any permission granted by the airport manager or by his/her representative, directly or indirectly, expressly or by implication, to any person or persons to enter or use the airport or any portion thereof, including aircraft operators, crew members and passengers, spectators, pleasure and commercial vehicles, officers and employees of lessees and also including other persons occupying space on the airport, persons doing business with the city of Vancouver, its lessees, sublessees and permittees, and all other persons whatsoever, is conditioned upon such persons’ compliance and continued compliance with these rules and regulations. Entry upon or into the airport by any person shall be deemed to constitute an agreement by that person to comply with all said rules and regulations. B. Use of the airport for carrying on activities in aviation on a commercial basis is restricted to those persons who shall have established themselves as tenants under a tenancy contract or permit from the city of Vancouver. No person who is not so authorized or who is in default under a tenancy contract or permit shall operate, service or repair aircraft on the premises or carry on any business of any nature thereon; provided, however, that an owner of an aircraft which is regularly stored on the airport, either by arrangement with the airport manager, or with an established tenant operator, may employ a qualified pilot/instructor to operate such owner’s aircraft and/ or to give instruction to such owner without being deemed in violation of this subsection. C. No person or persons, except airmen, duly authorized personnel, passengers going to or from aircraft, persons having business to transact in offices located in hangars, or other persons being personally conducted by airmen or airport attendants, shall be permitted to enter the area within the fence, i.e., within the landing area proper. Even the persons so excepted who thus shall have the privilege of unrestricted use of the space within the fence, are restricted to the necessary use of such space in connection with flights, inspections and routine duties.	The document titled “Pearson Field Airport Rules and Regulations,” is adopted by City Council and any future changes or amendments are by reference included here as though set forth herein verbatim. Any change or amendment to the Pearson Field Airport Rules and Regulations requires City Council approval.	Simplifies language and introduces a new Airport document, “Pearson Field Airport Rules and Regulations”. These changes will change this section’s name to “Adoption of Rules and Regulations”.

VMC Title 10 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
4. (Cont.)	10.05.030 Regulations for airport use generally Changing to “Adoption of Rules and Regulations”	D. Permit Required for Commercial Services. It is unlawful for anyone to engage in any commercial service in premises at Pearson Airpark unless he or she has first secured a permit from the city to do so; provided, this shall not apply to persons operating a business at the airpark under a tenancy agreement with the city, but all such persons must have a city business license, unless exempted by terms of Chapter 5.04 of this code. (Ord. M-2733, 1987)	(See above)	(See above)
5.	10.05.035 Minimum Standards for Commercial Activities at Pearson Field	New Language	The City Council has adopted Minimum Standards for Commercial Activities at Pearson Field Airport (Resolution M-3857, 2015) and by reference is included here as though set forth herein verbatim. The Minimum Standards for Commercial Activities apply to the conduct of all commercial activity on Pearson Field Airport. Nothing herein is intended to prevent persons from selling goods or services during any special event on the airport approved by the Airport Manager. Non-profit entities are not commercial activities or operations. Any change or amendment requires City Council approval.	This section introduces current standards for commercial operations.

VMC Title 10 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
6.	10.05.040 Refuse-Property Damage-Tampering Changing to “Aviation Advisory Committee”	A. Refuse. No person shall throw, dump or deposit any waste, refuse, litter or garbage on the grounds of the airport. All waste, refuse, litter and garbage shall be placed and kept in closed garbage cans or containers, and all operating areas shall be kept in a safe, neat, clean and orderly condition at all times. B. Property Damage. Anyone who intentionally destroys, injures, defaces or disturbs in any way any building, sign, equipment, marker or other structures, or other public property on the airport shall be guilty upon conviction of a misdemeanor. Any person responsible for the destruction or damage of airport property, whether by accident or otherwise, shall pay the city for such damage and destruction, and, in appropriate cases, for other financial losses to the airport which follow from such damage or destruction. C. Tampering with Aircraft. No one may interfere or tamper with any aircraft or start the engine of such aircraft unless authorized to do so. (Ord. M-2733, 1987)	1. Purpose. The purpose of the Aviation Advisory Committee is to provide advice and recommendations to the Airport Manager, City Manager, and City Council, as well as other city departments, regarding the management and operations of the Airport and other aviation related issues affecting Pearson Field Airport. The committee shall provide advice and recommendations on: Issues pertaining to maximizing the historic, economic, public safety, educational, and cultural value of the Airport. ii. Airspace compatibility of any economic development projects with potential to affect the Airport (ex. zoning, building standards, etc.). iii. General financial oversight of the airfield, including all proposed fees, commercial leases, rental rates, and rental agreement formats. iv. Proposals to construct or remove any building, capital improvements, or to enlarge airport facilities. v. The adoption or amendment of airport rules and regulations, Commercial Minimum Standards, and the development of airport related plans including the master plan and airport layout plan. vi. Formal agreements with the National Park Service, or any other entity, with either operational or financial implications for the Airport. vii Operations, changes and advancements in aviation technology and airspace use. viii. Aviation matters referred to the committee by City Council, City Manager, or their designee. ix. Other aviation matters that originate from within the committee.	The new “Pearson Field Airport Rules and Regulations” document will incorporate existing VMC verbiage that are more appropriate for a standalone rules and regulations document. This section will be renamed “Aviation Advisory Committee.”

VMC Title 10 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
6.	10.05.040 Refuse- Property Damage- Tampering Changing to “Aviation Advisory Committee”	(See Above)	x. Review all Airport grants before application and before submission to the City Council for acceptance of the grant. The exception will be if grant acceptance and Council action is required sooner than the AAC can meet. 2. Members – Appointment The Aviation Advisory Committee shall consist of 9 members selected by City Council subcommittee and approved by City Council. Committee members will serve without compensation. Members will have a demonstrable interest in the Airport, and/or aviation and aeronautical activities. and preferably have skills in one or more relevant areas such as airport management, legal, marketing, finance, FAA knowledge, real estate, business, engineering. Members shall demonstrate the ability to work effectively with others in a volunteer committee role. If a suitable candidate is available, one member shall be a representative from the Port of Portland and one member will be from a surrounding neighborhood. In support of assuring a balanced range of community perspective on the AAC and subject to exception by the City Council in their process of appointing members of the Committee, no more than three (3) members of the Committee may be a tenant of the Airport. No members will be employees of the City of Vancouver. 3. Terms Aviation Advisory Committee members shall be appointed for three-year terms; provided of the seven initial members, three shall be appointed to a three-year	(See Above)

VMC Title 10 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
6. (Cont.)	10.05.040 Refuse- Property Damage- Tampering Changing to “Aviation Advisory Committee”	(See above)	term, three to a two-year term and one to a one-year term. Subsequent appointments shall be to fill any unexpired term or to a three-year term. Service of members may not exceed three consecutive full terms. Subsequent appointments shall be to fill any unexpired term or to a three-year term. Service of members may not exceed three consecutive full terms. 4. Each year, the committee shall elect by majority vote a chair and vice chair and such other officers as the committee finds necessary. Officers shall serve for one-year and may not serve for more than two consecutive years. 5. Removal. Any member may be removed, prior to the expiration of their term of appointment, by a majority vote of the City Council 6.Meeting-Quorum. The committee shall hold meetings at least quarterly and may hold such other meetings as it finds necessary. A majority of the current members of the aviation advisory committee shall constitute a quorum. 7.Bylaws. The Aviation Advisory Committee shall adopt bylaws that outlines the transaction of its business. The bylaws will be consistent with City values and subject to review by the City Manager or designee. The Aviation Advisory Committee may thereafter amend the bylaws or repeal and replace the bylaws subject to review by the City Manager or designee and referral, if appropriate, to the City Council for ratification. The bylaws may only contain provisions for the regulation and management of the affairs of the Aviation Advisory Committee consistent with law and this chapter of VMC 10.05	(See above)

VMC Title 10 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
6. (Cont.)	10.05.040 Refuse- Property Damage- Tampering Changing to “Aviation Advisory Committee”	(See above)	8. Assistance The Airport Manager or the Manager’s designee shall serve as staff liaison and Secretary to the Committee ("Secretary"). The City’s staff and consultants, under direction of the Secretary, shall furnish professional and technical information and advice to the Committee.	(See above)

VMC Title 10 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
7.	10.05.050 Access to Pearson Airpark from adjoining private property Changing to “Federal and State Grants”	Access to Pearson Airpark will not be permitted from adjoining private property. A control and security fence will be erected and maintained separating Pearson Airpark and private property. (Ord. M-2733, 1987)	All funds shall be disbursed only for the purposes approved by the FAA or granting State or local agency. Such funds shall not be dispersed or loaned for any other reason unless permitted under the grant and approved by the City Council.	The new “Pearson Field Airport Rules and Regulations” document will incorporate existing VMC verbiage that are more appropriate for a standalone rules and regulations document. This section will be renamed “Federal and State Grants.”

VMC Title 10 Amendments

Item	Section	Existing Language	Proposed	Staff Comments
8.	10.05.060 Motor vehicle regulations Changing to “Audits”	A. No one shall operate any vehicle on the airpark in a negligent manner, nor in disregard of the rights and safety of others, nor at a speed likely to endanger unreasonably any person or property, nor while the driver is under the influence of intoxicating liquor, or any narcotic drug, as such condition is defined in the city traffic code at Chapter 9.56 of this code. B. No person not having a valid vehicle operator license shall operate any vehicle on the airport, nor shall any person operate at the airpark any vehicle which is not properly licensed under the laws of the state of Washington or of another state. C. All vehicles operated on the airpark shall be driven at a safe and reasonable speed, but not to exceed fifteen miles per hour. D. No motor vehicle shall be driven onto the landing area proper, without the express permission of the airpark manager or designated representative, and then only in accordance with these instructions. E. No one shall operate any motor vehicle on the airpark, off designated streets, except fueling trucks, city operated or authorized patrol or emergency vehicles, management and maintenance vehicles, FAA maintenance vehicles, and business tenants and their employees, and T-hangar or tiedown tenants, while directly going to and from their leased areas. F. No go-carts, bicycles or similar vehicles, or horses are permitted on the ramps, runways or taxiways of the airpark. G. No one shall operate any commercial vehicle carrying passengers for hire from the airpark unless such operation is conducted with the approval of airpark management; provided, this shall not prevent taxicabs from bringing persons to the airpark, nor shall it prevent taxicabs licensed by the city from picking up passengers at the airpark. H. Accident Reports. The driver of any vehicle involved in an accident in the airpark shall within forty-eight hours make a complete report in writing to the airpark manager. (Ord. M-2733, 1987)	Audits. Audits shall be conducted for Pearson Field no less than every three (3) years. Audit results, and subsequent action plans, shall be provided to airport and City management and the Aviation Advisory Committee	The new “Pearson Field Airport Rules and Regulations” document will incorporate existing VMC verbiage that are more appropriate for a standalone rules and regulations document. This Section will be renamed “Audits.”

VMC Title 10 Amendments

Item	Section	Existing Language	Proposed	Staff Comments
9.	10.05.065 Posting regulations	New Language	- Rules and regulations adopted pursuant to this chapter shall be made available by the Airport Manager. The rules and regulations shall also be posted on the Pearson Field Airport website. Rules and regulations shall be supplied to all applicants and interested parties upon request to the Airport Manager. (Ord. M-2733, 1987) - Current airport plans (Master, Layout, Business, etc.) shall be posted on the Pearson Field Airport website	Introducing new language for the purpose of explaining the posting of regulations
10.	10.05.070 Vehicular parking regulations	A. No person shall park a motor vehicle on the airport other than in the manner and at places prescribed by the airport manager. B. No automobile, truck or other motor vehicle shall be parked in front of any T-hangar, except for service or delivery vehicles, and then only long enough to make such service or delivery. C. A T-hangar tenant may park his or her own vehicles in his/her T-hangar. D. No one shall abandon any motor vehicle on the airport, or leave any vehicle in a public parking area in excess of seventy-two consecutive hours unless express approval for such parking has been obtained from the airport manager. Any vehicle in violation of this section may be towed away for storage at direction of the airport manager. All charges for towing and storage shall be at the owner's expense. E. Persons parking vehicles on the airport do so at their own risk and such vehicles may be entered by airport personnel for the purpose of moving the vehicles when it becomes necessary for area maintenance or for enforcement of this or other ordinance. (Ord. M-2733, 1987)	Moved to new Rules and Regulations Document	The new “Pearson Field Airport Rules and Regulations” document will incorporate existing VMC verbiage that are more appropriate for a standalone rules and regulations document

VMC Title 10 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
	10.05.080 General operations – Regulations	A. Federal, State and City Rules to be Observed. The airport landing area is open for public use in accordance with the rules and regulations governing the operation of aircraft and the conduct of airmen as promulgated by the appropriate agencies of the United States government, the state of Washington, and the city. B. Minimum Standards. Minimum standards for the conduct of commercial and other activity on Pearson Airpark including specific rules and regulations shall be adopted by resolution of city council. Such rules and regulations shall be consistent with this chapter governing airport operations and with state and federal laws and with generally accepted practices of general aviation airports. Resolution M-2378, establishing such minimum standards, is ratified and confirmed insofar as consistent with this chapter. C. Authority to Suspend Operations. The airport manager, either directly or through a designated agent, may suspend or restrict any or all operations without regard to weather conditions whenever the manager finds such action is necessary in the interest of safety. D. Compliance for Safety Required. The airport manager shall at all times have authority to take such actions as may be necessary to safeguard the public in attendance at the airport. Every pilot, mechanic or other person employed on or using the airport shall cooperate with the airport management in enforcement of this chapter and to see that all persons upon the premises use due care and caution to prevent injury to persons or damage to property. E. Student Pilots. Instructors shall fully acquaint their students with the provisions of this chapter and shall be responsible for the conduct of students under their direction during dual instruction. When a student is flying solo, it shall be his/her sole responsibility to observe and abide by the provisions of this chapter.	Moved to new Rules and Regulations Document	The new “Pearson Field Airport Rules and Regulations” document will incorporate existing VMC verbiage that are more appropriate for a standalone rules and regulations document

VMC Title 10 Amendments

Item	VCM Section	Existing Language	Proposed	Staff Comments
13. (Cont.)	10.05.080 General operations – Regulations (Cont.)	F. Use of Intoxicants and Drugs. Pilots and any other members of an aircraft crew in operation on the airport, or any person directly attending or assisting in said operation, will not be under the influence of or affected by intoxicating liquor or a drug which affects their ability to safely perform their duties. Aircraft passengers may be denied flight passage if they are under the influence of intoxicating liquors or drugs to the extent that they might endanger the safety of other persons. G. Accident Reports. The pilot of an aircraft involved in an accident on the airport causing personal injury or property damage shall, within forty-eight hours, make a report to the airport manager. In the event that he/she is unable to do so, the owner or his/her agent shall make such report and witnesses also may make and file such reports. H. Repairs. Repair of aircraft, aircraft engine, propeller or apparatus (except emergency repairs to facilitate movement of an aircraft) shall be made only in spaces designated for this purpose and only by persons working on their own aircraft or who have a valid city business license, in conjunction with either a permit or tenancy agreement from the city of Vancouver. (Ord. M-2733, 1987)	Moved to new Rules and Regulations Document	The new “Pearson Field Airport Rules and Regulations” document will incorporate existing VMC verbiage that are more appropriate for a standalone rules and regulations document
14.	10.05.090 Landing and takeoff rules	A. Landings and takeoffs shall be made into the wind on that runway which is most nearly aligned with the wind as indicated by the "automatic runway designator" provided; exceptions may be made when the airfield is under instrument flight rules (IFR). B. No aircraft shall land or take off, nor continue its approach to the runway or runway safety areas thereto, when vehicles, equipment or personnel are on the runway or when the airpark manager has closed the runway by placing a white "X" above the runway numerals.	Moved to new Rules and Regulations Document	The new “Pearson Field Airport Rules and Regulations” document will incorporate existing VMC verbiage that are more appropriate for a standalone rules and regulations document

VMC Title 10 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
14. (Cont.)	10.05.090 Landing and takeoff rules (Cont.)	C. All arriving or departing aircraft shall conform to a traffic pattern which identifies appropriate geographical boundaries from which turns shall be made. Such air traffic pattern will be adopted by city resolution after FAA approval, and shall be posted on the airport. D. The standard traffic pattern for Pearson Airpark is one thousand feet MSL, left hand landing runway 08 and right hand landing runway 26. (Ord. M-2733, 1987)	Moved to new Rules and Regulations Document	The new “Pearson Field Airport Rules and Regulations” document will incorporate existing VMC verbiage that are more appropriate for a standalone rules and regulations document

VMC Title 10 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
15.	10.05.100 Aircraft ground and taxiing rules	A. At no time shall engines be operated within any hangar, shop or other building. When an engine is being hand propped, a competent operator shall be at the controls and the wheels shall be chocked, and/or operating parking brakes shall be set. B. No one shall taxi an aircraft to or from the hangar line or to or from an approved parking space until he has ascertained that there will be no danger of collision with any person or object in the immediate area. C. Speed. No aircraft shall be taxied except at a speed which is safe and reasonable under all circumstances then existing. D. Brakes. No aircraft which is not equipped with adequate brakes shall be taxied near buildings or parked aircraft unless an attendant is at the wing of the aircraft to assist the pilot. E. Runways will not be used in lieu of or as taxiways. Taxiing to and from runways will be done along those taxiways which provide the most direct route. F. Closed Taxiways. No aircraft shall be taxied by any person upon a taxiway which has been designated by the airpark manager as being closed. The closure of any taxiway shall be so designated as such by the airport manager by placement of a white "X" on the centerline of the taxiway. G. Aircraft awaiting takeoff shall stop at the runway holding line in a position to have direct view of aircraft approaching or landing. (Ord. M-2733, 1987)	Moved to new Rules and Regulations Document	The new "Pearson Field Airport Rules and Regulations" document will incorporate existing VMC verbiage that are more appropriate for a standalone rules and regulations document

VMC Title 10 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
16.	10.05.110 Aircraft parking	A. Unless otherwise provided in a lease or other agreement, no person shall use any area of the airpark for parking and storage of aircraft or property without first obtaining permission of the airpark manager. If anyone does use any such area without first having obtained permission, then the airpark management may order the aircraft or other property impounded, removed and stored at the expense of the owner, without liability for damage thereto or any costs arising from or out of such removal or storage. B. Aircraft shall be properly blocked and tied down by the owner or operator when parked overnight or when conditions otherwise warrant blocking or tying down. Owners of aircraft shall be responsible for any damage resulting from failure to comply with this rule. C. Securing of aircraft shall be the sole responsibility of the owner or operator of the aircraft, and the city of Vancouver, its employees and agents shall in no way be held responsible to secure aircraft or for the consequences of failure of the owner or operator to so secure. (Ord. M-2733, 1987)	Moved to new Rules and Regulations Document	The new “Pearson Field Airport Rules and Regulations” document will incorporate existing VMC verbiage that are more appropriate for a standalone rules and regulations document
17.	10.05.115 Disabled aircraft	A. Aircraft owners and pilots are required to remove promptly from any public landing area their disabled aircraft as soon as permitted and/ or directed by cognizant FAA and/or National Transportation Safety Board authorities or by the city airport management. B. Non-airworthy aircraft, wrecks, "junkers" or parts thereof shall not be parked or stored anywhere on the airpark unless awaiting bona fide and scheduled repairs by a licensed commercial aviation maintenance business on the airpark, unless express authority has been granted in writing by the airpark manager. C. Should any person refuse to remove an aircraft or any parts thereof when directed to do so by the airpark manager in compliance with this chapter, such aircraft may be removed at the owner's or operator's expense and without liability (to the city) for damage which may result in such moving. (Ord. M-2733, 1987)	Moved to new Rules and Regulations Document	The new “Pearson Field Airport Rules and Regulations” document will incorporate existing VMC verbiage that are more appropriate for a standalone rules and regulations document

VMC Title 10 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
18.	10.05.120 Fuel handling and storage requirements	A. Fuel storage and servicing equipment must comply with all city, state and federal laws and regulations. B. Fueling hoses, fuel equipment and fuel trucks shall be maintained in a safe, sound and non-leaking condition. C. Fuel trucks shall proceed slowly and with caution on the airpark. D. Fuel trucks, when servicing aircraft, must be positioned so that they may be readily driven away without backing up to an open area in an emergency. E. An adequate fire extinguisher shall be within ready reach of all persons engaged in fueling or defueling of aircraft. F. All aircraft shall be positively grounded while being serviced with fuel. G. Aircraft shall not be fueled or defueled while the engine is running or while such aircraft is in a hangar or any enclosed area. H. Aircraft electrical appliances and radios shall be turned off during fueling or defueling. I. Fuel spills that create a potential fire hazard shall promptly be reported to the Vancouver fire department with a request for assistance. (Ord. M-2733, 1987)	Moved to new Rules and Regulations Document	The new “Pearson Field Airport Rules and Regulations” document will incorporate existing VMC verbiage that are more appropriate for a standalone rules and regulations document
19.	10.05.125 Rules for use of T-hangars	A. T-hangars will be rented only for aircraft storage and only on a month-to-month basis. Rental agreements are nontransferable. B. Hoisting or holding mechanisms will not be attached to any part of any T-hangar. C. Tenants will not paint, alter or modify any part of the T-hangar and associated fixtures without prior written permission of the airpark manager.	Moved to new Rules and Regulations Document	The new “Pearson Field Airport Rules and Regulations” document will incorporate existing VMC verbiage that are more appropriate for a standalone rules and regulations document

VMC Title 10 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
19. (Cont.)	10.05.125 Rules for use of T-hangars	D. Electrical and/or gas-fired heaters will not be used in or about T-hangars. E. Paint, dope and other flammable or volatile materials shall not be stored in T-hangars at any time, except in aircraft fuel tanks; provided, not to exceed two cases of one-quart cans of oil may be stored in T-hangars. F. Storage or use of flammable and/or volatile liquids for cleaning aircraft or parts is prohibited. G. Aircraft engines shall not be operated inside T-hangars. H. T-hangars shall be kept clean and free of debris and oily rags or other fire hazardous materials. I. Tenants shall not park or leave aircraft adjacent to T-hangar doors so as to unduly interfere or obstruct access to adjacent T-hangars. (Ord. M-2733, 1987)	Moved to new Rules and Regulations Document	(See above)
20.	10.05.130 Fire regulations	A. All persons using the airport area or the facilities of the airport in any way shall exercise the utmost care to guard against fire and injury to persons or property. B. No person shall smoke or carry any lighted cigar, pipe, cigarette, match or any open flame in or upon the airport within fifty feet of fuel storage areas, fuel loading situations, fuel handling vehicles or aircraft being fueled or having fuel drained, or in any other place where smoking is prohibited by sign. C. Welding. No person shall conduct any welding or open-flame operations in or adjacent to any hangar or building unless specifically authorized by the airport manager. When so authorized, all safety precautions shall be observed and welding equipment shall be operated by an experienced and qualified operator. D. Refuse and Waste. Lessees shall provide metal receptacles with self-closing covers for the storage of oily wastes, rags or other rubbish produced in their leased premises.	Moved to new Rules and Regulations Document	The new “Pearson Field Airport Rules and Regulations” document will incorporate existing VMC verbiage that are more appropriate for a standalone rules and regulations document

VMC Title 10 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comment
20. (Cont.)	10.05.130 Fire regulations	E. Floor Care. All lessees shall keep floors of hangars and adjacent areas free and clear of all oil, grease and other flammable material. F. Storage of Flammables. No one shall keep or store any flammable materials on the airpark or in any building on the airpark other than in compliance with the Uniform Fire Code as adopted by ordinance of the city of Vancouver. G. Extinguishers. All tenants or lessees of hangars or shop facilities shall supply and maintain adequate and readily accessible fire extinguishers. Such fire extinguishers shall be rated for Class B and C fires. H. Cleaning Fluids. No person shall use volatile, flammable liquids in the cleaning of floors, aircraft, aircraft engines, propellers and appliances in hangars or other buildings on the airpark, unless such cleaning operations are conducted in open, ventilated, fire-proofed areas and equipped with adequate and readily accessible fire- extinguishing apparatus. I. Painting. Painting and associated processes shall be conducted only in properly designated rooms or buildings conforming to city building code requirements for this type of operation. No spray-painting operation shall be conducted in T-hangars. J. No heating devices intended to be used to preheat an aircraft, aircraft engine, or used to lower the humidity, shall be used in T-hangars. K. Periodic inspections may be made by the Vancouver fire department to ensure compliance with these and other city fire regulations. (Ord. M-2733, 1987)	Moved to new Rules and Regulations Document	The new “Pearson Field Airport Rules and Regulations” document will incorporate existing VMC verbiage that are more appropriate for a standalone rules and regulations document

VMC Title 10 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
21.	10.05.135 Posting regulations	Rules and regulations adopted pursuant to this chapter shall be posted in a prominent place in offices of businesses and at other conspicuous places at the airpark, as found necessary by the airpark manager. Copies of this chapter and also of such rules and regulations shall be supplied to all applicants and interested parties upon request to the airport manager. (Ord. M-2733, 1987)	Moved to new section 10.05.065	Updated Language
22.	10.05.140 Penalties for violations	A. Generally, every person who violates or fails to comply with any provision of this chapter, or who operates or handles an aircraft in violation of any provision of this chapter, may be promptly removed or ejected from the airport by or under the authority of the airport manager, and upon the order of the airport manager may be deprived of the further use of the airport and its facilities for such length of time as may be required to insure the safeguarding of the same and the public and its interest therein. In addition, any person who violates or fails to comply with any of the requirements of this chapter is guilty of a misdemeanor and upon conviction thereof in Clark County District Court shall be punished by a fine of not more than three hundred dollars or by imprisonment for not more than thirty days, or by both such fine and imprisonment. B. Traffic Violations. Any person violating these rules and regulations and/or the traffic laws of the state of Washington or the city of Vancouver in connection with vehicular traffic on the airpark, shall be subject to prosecution in the appropriate court for such violation. (Ord. M-2733, 1987)	Moved to new Rules and Regulations Document	The new “Pearson Field Airport Rules and Regulations” document will incorporate existing VMC verbiage that are more appropriate for a standalone rules and regulations document.

VMC Title 10 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
23.	10.05.145 Fees and charges Changing to 10.05.075 “Charges”	A. All fees and charges to users of Pearson Field shall be administratively established pursuant to the standards and requirements set forth herein. B. Fees and rates charged shall be evaluated annually. Rates shall be established with consideration given to the self-support policy for Pearson Field, local market conditions, and consistency with other regional airport pricing. The aviation advisory committee shall review fees and charges and make recommendations to city staff consistent with this chapter. Notice shall be given to airport users of all advisory commission meetings where changes that affect such users will be considered. Notice of a proposed fee or rate increase shall be provided to such affected airport users 30 days in advance of such proposed increase. C. Landing Fee – Non-tenants. Anyone operating an aircraft for commercial purposes and who lands such an aircraft at Pearson Airpark more than once in any thirty-day period, and who is not a tenant at Pearson Airpark, shall, beginning with such second landing, be subject to and shall pay to the city a landing fee for each such landing, except that only one landing fee shall be charged per day for each aircraft using the facility regardless of the number of landings per day for that same aircraft. Such fee is to be paid on a monthly basis and must be accompanied by a form prepared by the airpark manager and filled out by the commercial operator to show the numbers of aircraft and times of each such landing. The airpark manager with the approval of the city manager shall make rules and regulations consistent with this section as are found necessary for its administration.	All fees and charges to users of Pearson Field shall be administratively established pursuant to the standards and requirements set forth herein. 1. Fees and rates charged may be evaluated annually. Rates shall be established with consideration given to (a) airport self-sustainability based on actual and projected costs and (b) competitiveness with local benchmark airports adjusted for differences in services, amenities, and geography. The Aviation Advisory Committee shall review fees and charges and make recommendations to city staff consistent with this chapter. 2. Notice shall be given to airport tenants of all Advisory Committee and City Council meetings where changes that affect such users will be considered. Notice of a proposed fee or rate change shall be provided to such affected airport tenants thirty (30) days in advance of such proposed change. Fee and rate provisions for land and building lease and or rental holders will be described in individual agreements. 3. Landing Fee for non-tenants. Anyone operating an aircraft for commercial purposes shall execute an agreement with the City for such purposes. Incidental or occasional use does not require an agreement 4. T-hangar rent established. Monthly rates for T-hangars that are substantially similar in size, configuration and amenities will be set consistently across the airport. A schedule of rates for each class of hangars will be published on the Pearson Field website. 5. City controlled Tiedown Fee – Airport management shall designate areas for both transient and monthly tiedown space. A schedule of rates for monthly tie-down spaces will be published on the City and Pearson Field websites.	Updated Language and moved this section to new section 10.05.075 “Charges”

VMC Title 10 Amendments

Item	VMC Section	Exiting Language	Proposed	Staff Comments
23. (Cont.)	10.05.145 Fees and charges Changing to 10.05.075 “Charges”	For the purposes of this chapter, as amended, the term “commercial purposes” includes air taxi operations, and the carrying in air commerce in small aircraft by any person (other than an air carrier) of persons or property for compensation or hire. The term shall not cover student instruction, ferry or training flights. It is unlawful for anyone liable therefore to fail to properly file a return and pay the tax imposed by this section, and anyone convicted in district court of failing to do so shall be sentenced to pay a fine of fifty dollars. D. Permit and Fee Required for Conducting Commercial Services. It is unlawful for anyone to engage in any commercial service in premises at Pearson Airpark unless he or she has first secured a permit so to do, and has paid the designated fee; provided, this subsection shall not apply to persons operating a business at the airpark under a tenancy agreement with the city but each such person shall have a city B&O license and pay B&O fees and taxes unless exempted therefrom by Chapter 5.04 of this code. E. Hangar Rental Fee. City-owned T-hangar buildings shall be rented on a month-to-month basis for the storage of aircraft. A waiting list shall be maintained when demand is in excess of supply. F. Tiedown Fee – City Controlled. The airport manager may designate areas for both transient and permanent tiedown space. Payment for such use will be either daily or monthly.	6. Fuel Flowage Fee. All aviation fuel delivered for resale purposes to Pearson Airport must be delivered only to those facilities designed for aviation fuel. The dispenser of such fuel shall be required to pay directly to the City (airport fund) the fuel flowage fee in an amount and manner agreed to by contract. 7. Deposits, Fines and Fees. Any deposits, fines or fees, paid in association with the airport will be maintained in an airport account by the City for exclusive use by the airport. All such charges will be invoiced by the City by either regular mail or electronically. (VMC 3.12.093). 8. Payments. All payments of fees and charges are due and payable in advance of the first day of the month unless otherwise provided. Payments shall be made to Financial and Management Services, P.O. Box 1995, Vancouver, WA 98668 – 1995	(See above)

VMC Title 10 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
23. (Cont.)	10.05.145 Fees and charges Changing to 10.05.075 “Charges”	G. Tiedown Fee – Tenant Controlled. The airpark manager may enter into agreements, on forms to be prepared by the city attorney, with various tenants to provide for collections of such tiedown fees, and for the assignment of certain areas of the airpark to each of such tenant for supervision and maintenance of such tiedown areas. Tiedown fees shall be paid by the user to a properly designated tenant who shall furnish a receipt therefore and who shall transmit to the city director of Financial and Management Services a duplicate of such receipt and an agreed upon percentage of the money which has been thus collected, not later than the tenth day of each month. H. Fuel Flowage Fee. All aviation fuel delivered to Pearson Airpark must be delivered only to in-ground storage facilities. The deliverer of such fuel shall be required to pay directly to the city the fuel flowage fee of three cents per gallon or such other amount as may be established by city ordinance or by resolution adopted by the city council after a public hearing. Such payment to be made by the twentieth day of each month for the previous month’s delivery. I. Leasehold Tax. A Washington State leasehold tax shall be included in each rental or lease payment schedule for use of airpark property when such rent or lease is for thirty consecutive days or more. L. Payments. All payments of fees and charges are due and payable in advance the first day of the month unless otherwise provided. Payments shall be made to the director of Financial and Management Services, P.O. Box 1995, Vancouver, WA 98668 – 1995. (Ord. M-3580, 2002; Ord. M-2733, 1987)	(See above)	(See above)



Staff Report 132-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/13/2021
9/20/2021

SUBJECT Amendments to VMC 8.22 - Camping

Key Points

- Revisions to Chapter 8.22 VMC "Camping" are necessary to implement a Supportive Campsite Pilot Program.
- Supportive Campsites may include Themed Supportive Campsites in which occupancy is limited to single-occupant females or families with children.
- Revisions to Chapter 8.22 VMC have also been proposed to mitigate the negative secondary impacts of camping. However, there are Constitutional limitations on the mitigation measures cities may implement.
- The Ninth Circuit Court of Appeals has held that cities cannot criminalize camping in all places, at all times, unless there is adequate access to temporary shelter (Martin v. Boise). (As a corollary, cities may criminalize camping at 24 hours daily within specific locations provided these areas are limited in size so that adequate public space remains available for camping.)
- Revisions have been proposed to VMC 8.22 to establish "Camping Impact Areas" where camping is illegal 24/7/365 while complying with applicable legal standards.

Strategic Plan Alignment

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.

Goal 3, Objective 3.2: Improve services available to underserved or vulnerable residents.

Present Situation

Currently, the City of Vancouver's Unlawful Camping Ordinance (Chapter 8.22 VMC) provides that it is unlawful for any person to camp or store personal property on any public land during daytime hours of 6:30 a.m. through 9:30 p.m.

Despite this Ordinance, an estimated 500-600 individuals still reside in tents or vehicles within the City of Vancouver. This Council has observed that many individuals who camp on public property do so, not by choice, but due to a lack of financial means to afford adequate shelter. These individuals are adversely mentally and physically impacted by camping. Some people hold nighttime employment and cannot reasonably be expected to sleep during the hours allowed by VMC 8.22 (9:30 p.m. through 6:30 a.m.). Single female camp occupants experience a disproportionately high incidence of violent crime as compared to other people. Families with children who camp as a result of a lack adequate shelter are also disproportionately adversely impacted through risk of physical danger and impediments to childhood education.

Simultaneously, Council has also observed that the City's sensitive ecological areas are adversely impacted by adverse secondary impacts of camping. The City's sensitive waterways, water treatment facilities, stormwater and wastewater facilities are particularly vulnerable to impacts of illegal dumping and improper disposal of human waste.

There are also Constitutional constraints on cities' authority to regulate camping. The Ninth Circuit Court of Appeals has held that cities cannot criminalize camping in all places, at all times, unless there is adequate access to temporary shelter (*Martin v. Boise*). As a corollary to this holding, cities may impose 24-hour daily prohibitions against unlawful camping "in particular locations." However, the City Attorney's Office has advised that these locations should be no broader than necessary and Council should ensure that adequate public space remains for nighttime camping throughout the rest of the City.

To balance these competing interests, Staff has proposed that the City revise VMC 8.22 "Camping" from a system in which camping is criminalized everywhere from 6:30a.m. to 9:30p.m., to one that seeks to address a variety of competing interests by (a) legalizing camping within Supportive Campsites, (b) prohibiting camping 24/7/365 in certain 'camping impact areas' to include ecologically sensitive areas, (c) allowing camping at night throughout most of the City, and (d) establishing an exemption for nighttime workers.

Accompanying this Staff Report are two ordinances for Council's consideration ("Ordinance Option A" and "Ordinance Option B"). The only distinction between the two versions is the verbiage relating to Camping Impact Areas. Both ordinances indicate that unless occurring within a City-approved Supportive Campsite, camping shall be illegal 24/7/365 within Camping Impact Areas. However the locations of the Camping Impact Areas differ as follows:

The term "Camping Impact Areas" means:	
Both Ordinances:	
1000' from Supportive Campsites;	
At a public water station, wastewater or stormwater facility; and	
Ordinance Option A	Ordinance Option B
Within two hundred feet (200') of the nearest edge of the Columbia River, Vancouver Lake, Burton Channel, Peterson Channel, Fisher's Creek, or Burnt Bridge Creek.	Upon land classified as one or more of the following: a. Habitats of Local Importance as defined by VMC 20.740.100; b. Riparian Buffers of Fish and Wildlife

	Habitat Conservation areas as defined by VMC 20.740.110; c. Frequently Flooded Areas as defined by VMC 20.740.120; or d. Wetland Buffer area of Wetlands as defined by VMC 20.740.140.
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Staff recommends adoption of Option A for a few reasons. First, Option A is more easily mapped and provides greater clarity to the public and law enforcement regarding areas where camping is prohibited. Additionally, the designations of flood areas, wetlands, and habitat conservation areas under Option B will change over time with environmental changes, so a Critical Areas Protection Map would need to be continuously updated, which may cause more uncertainty regarding the location of Camping Impact Areas. Finally, Option B may be over-inclusive in protecting environmentally sensitive areas. For example, during certain seasons, designated wetlands are dry and isolated camping may not have a significant impact on such land.

Advantage(s)

Adoption of the proposed changes to Chapter 8.22 VMC would allow the City to establish a Supportive Campsite Pilot Program, which would serve as a temporary bridge while more permanent housing and shelter options are implemented.

Disadvantage(s)

None identified at this time.

Budget Impact

Funding for Supportive Campsites is included in the 2021-2022 budget. Some budget adjustments may be needed during the Supplemental Budget process to cover City-purchased tents/canopies and appropriate signage to designate Camping Impact Areas.

Prior Council Review

- May 24, 2021 City Council Workshop
- August 2, 2021 City Council Workshop
- August 16, 2021 City Manager Communications

Action Requested

On September 13, 2021, approve the Option A and/or Option B ordinance on first reading, setting date of second reading and public hearing for Monday, September 20, 2021.

Jamie Spinelli, Homeless Response Coordinator, 360-487-8610; Jonathan Young, City Attorney, 360-487-8500; Sara Baynard-Cooke, Assistant City Attorney, 360-487-8500

ATTACHMENTS:

- ▣ Ordinance Option A
- ▣ Camping Impact Areas map - Ordinance Option A
- ▣ Ordinance Option B
- ▣ Camping Impact Areas map - Ordinance Option B
- ▣ Site Selection Reductive Maps

September 13, 2021
September 20, 2021

ORDINANCE NO. M- _____

AN ORDINANCE of the City of Vancouver, Washington establishing Supportive Campsites to facilitate the provision of temporary shelter incidental to the provision of supportive services to individuals experiencing unsheltered homelessness; authorizing the establishment of two Themed Supportive Campsites, one for Families with Children and one for Single-Occupant Females; establishing Camping Impact Areas to protect ecologically sensitive areas and areas within the immediate vicinity of Supportive Campsites; establishing an exemption from the prohibition against daytime camping for individuals who present satisfactory evidence of nighttime employment and obtain a Nighttime Worker Camping Permit; Amending VMC 8.22.010 “Findings”, VMC 8.22.020 “Purpose”, VMC 8.22.030 “Definitions”, VMC 8.22.040 “Unlawful Camping”, VMC 8.22.050 “Unlawful Storage of Personal Property in Public Places”, VMC 8.22.070 “Permit”; providing for severability; and providing for an effective date.

WHEREAS, homelessness is a serious problem in Clark County, the number of people experiencing homelessness is increasing, and the capacity of the current system to house and meet the basic needs of those who are experiencing homelessness is inadequate; and

WHEREAS, the City of Vancouver is committed to supporting Clark County in the County’s role as the lead agency on regional homeless response and increase collaboration on projects and initiatives that will address homelessness and its impacts in Clark County; and

ORDINANCE - 1

WHEREAS, temporary solutions are needed within Vancouver to mitigate the adverse impacts of unsheltered homelessness while longterm, county-wide solutions are formulated to address deficiencies in the supply of shelter and housing; and

WHEREAS, cities are prohibited from prosecuting individuals for involuntarily sitting, lying, or sleeping in public, unless such individuals have access to adequate temporary shelter, either because they have the means to pay for it, or because it is realistically available to them for free (*Martin v. Boise*, 920 F.3d 584), and therefore, 24-hour daily bans on camping in certainly public spaces are only permissible if adequate shelter is available free of charge, or adequate public space remains unrestricted from camping so as to afford individuals experiencing unsheltered homelessness a meaning choice to avoid prosecution; and

WHEREAS, the Vancouver City Council is committed to striving to improve services available to underserved and vulnerable residents while maintaining public spaces that are safe, sanitary, attractive, and available for the enjoyment of all residents and visitors, and

WHEREAS, following an opportunity for public testimony, it is apparent that (a) the establishment of Camping Impact Areas, in which camping is prohibited 24 hours daily, will assist in mitigating adverse impacts to sensitive ecological areas including the City's water sources; (b) the establishment of Supportive Campsites in which camping is allowed 24-hours daily is appropriate as a temporary pilot as the City and County work with community partners to increase the supply of shelter and housing; (c) the establishment of two Themed Supportive Campsites, one for Families with Children and one for Single-Occupant Females, is appropriate

to mitigate the unique dangers faced by members of these groups; and (d) the establishment of an exception from the existing daytime camping ban is appropriate for individuals who present satisfactory evidence of nighttime employment and obtain a Nighttime Worker Camping Permit.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. The City Council declares that the purpose of this Ordinance is to establish Supportive Campsites to facilitate the provision of supportive services and temporary shelter to individuals experiencing unsheltered homelessness; authorize the establishment of two Themed Camps, one for Families with Children and one for Single-Occupant Females; establish Camping Impact Areas to protect ecologically sensitive areas and areas within the immediate vicinity of Supportive Campsites from the adverse secondary impacts of camping; establish an exemption from the prohibition against daytime camping for individuals who present satisfactory evidence of nighttime employment and obtain a Nighttime Worker Camping Permit.

Section 2. Findings. The Vancouver City Council hereby adopts the factual record supplied within Staff Report SR _____ and all attachments thereto as findings in support of this Ordinance and the following amendment to the Vancouver Municipal Code: Section 8.22.010 “Findings” as last amended by Ordinance M-4133 on 9/21/2015 is hereby amended to read as follows:

Section 8.22.010 Findings

It is the purpose of this ordinance to address:

- A. Adverse Public Impacts of Camping. People camping on public property and on public right of ways create a public health and safety hazard due to the lack of proper food storage, cooking, electrical and/or sanitary facilities for these people. People without proper sanitary facilities have openly urinated, defecated, and littered on private and public property and on the public right of ways. Use of public property for camping purposes or storage of personal property interferes with the rights of others to use the areas for the purposes for which they were intended and creates public health and safety dangers to the City's sensitive ecological areas, including the City's water sources, through illegal dumping and improper disposal of human waste. People cooking with open flames while camping endanger the lives and property of those nearby through uncontrolled fire.
- B. Adverse Impacts of Camping on the Poor and Infirm. Many individuals who camp on public property do so, not by choice, but due to a lack of financial means to afford adequate shelter. These individuals are also adversely mentally and physically impacted by camping. Single female camp occupants experience a disproportionately high incidence of violent crime as compared to other people.

Families with children who camp as a result of a lack adequate shelter are also disproportionately adversely impacted through risk of physical danger and impediments to childhood education.

C. Constitutional limitations on available remedies. The Eighth Amendment to the United States Constitution prohibits “cruel and unusual punishment”; the Ninth Circuit Court of Appeals has interpreted this prohibition to forbid cities from criminalizing camping in all places, at all times, by those who lack the financial means to pay for adequate shelter unless adequate shelter is available to such person free of charge.

D. Supportive Campsites. The establishment of Supportive Campsites creates a means of connecting individuals to services that reduce barriers to obtaining shelter and housing while providing options for lawful camping which are incidental to the receipt of such services.

E. Need for Themed Supportive Campsites. The City has an important government interest in protecting the physical safety and emotional well-being of residents of campsites occupied by single occupant females, and families with children. The establishment of Themed Supportive Campsites as defined herein reserved for members of these groups serves that important government interest and is substantially related to accomplishing those objectives.

Section 3. Section 8.22.020 of the Vancouver Municipal Code entitled “Purpose” as last amended by Ordinance M-3323 on 10/6/1997 is hereby amended to read as follows:

Section 8.22.020 Purpose.

It is the purpose of this ordinance to:

- A. ~~p~~Prevent harm to the health and safety of individuals who camp due to a lack of financial means to afford adequate shelter by establishing Supportive Campsites where adequate shelter is provided to the poor or infirm at no cost.
- B. Prevent harm to the health and safety of the public and to promote the public health, safety and general welfare by prohibiting camping within all Camping Impact Areas at all times, except as allowed within a Supportive Campsite.
- C. Prevent harm to the health or safety of the public and to promote the public health, safety and general welfare by making public streets and other areas readily accessible to the public and to prevent use of public property for camping purposes or storage of personal property which interferes with the rights of others to use the areas for which they were intended.

Section 4. Section 8.22.030 of the Vancouver Municipal Code entitled “Definitions” as last amended by Ordinance M-4133 on 9/21/2015 is hereby amended to read as follows:

Section 8.22.030 Definitions.

The following definitions are applicable in this chapter unless the context otherwise requires:

"Camp" or "camping" means to pitch, create, use, or occupy camp facilities for the purposes of habitation, as evidenced by the use of camp paraphernalia.

"Camp facilities" include, but are not limited to, tents, huts, temporary shelters, or vehicles.

"Camping Impact Area" means the areas specified within VMC 8.22.040(B).

"Camp paraphernalia" includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, blankets, mattresses, hammocks, or non-city designated cooking facilities and similar equipment.

"Family" means two or more "Family or Household Members" as defined by RCW [26.52.010](#).

"Park" means the same as defined in VMC [15.04.020](#).

"Store" means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.

"Supportive Campsite" means a Camp facility for which a permit has been sought and obtained from the Vancouver City Manager, or their designee, pursuant to VMC 8.22.070(B), and/or a City-sponsored Supportive Campsite established under VMC 8.22.070(F).

"Supportive Campsite Operator" means a person, firm, corporation, or municipal corporation with a valid Supportive Campsite Operator permit issued pursuant to VMC 8.22.070 or, in the case of a City-sponsored Supportive Campsite, an approved Camp facility operator as designated by the City Manager or their designee.

"Street" means any highway, lane, road, street, right of way, boulevard, alley, and every way or place in the City of Vancouver that is publicly owned or maintained for public vehicular travel.

“Themed Supportive Campsite” means a Supportive Campsite with spaces reserved for either (A) a single occupant identifying as female; or (B) a Family with one or more children under eighteen years of age at the time of admission to the Supportive Campsite.

“Vehicle” means the same as defined in RCW [46.04.670](#), as adopted by Ordinance [M-3276](#).

Section 5. Section 8.22.040 of the Vancouver Municipal Code entitled “Unlawful Camping” as last amended by Ordinance M-4133 on 9/21/2015 is hereby amended to read as follows:

Section 8.22.040 Unlawful camping.

A. Supportive Campsites. Camping shall be allowed at all times within Supportive Campsites by those residing therein. Residence in a Supportive Campsite shall be at the approval of the Supportive Campsite Operator.

B. Camping Impact Areas. Except to the extent expressly allowed pursuant to Section A, it shall be unlawful to camp at any time within a Camping Impact Area. The following locations are Camping Impact Areas:

1. Within one thousand feet (1000’) of the nearest point of any Supportive Campsite;
2. Upon any land used to operate a public water station, wastewater or stormwater facility;
3. Within two hundred feet (200’) of the nearest edge of the Columbia River, Vancouver Lake, Burton Channel, Peterson Channel, Fisher’s Creek, or Burnt Bridge Creek.

C. Daytime Camping Prohibited. Except as otherwise provided within this Chapter, dDuring the

hours of 6:30 a.m. to 9:30 p.m., it shall be unlawful for any person to camp, occupy camp facilities for purposes of habitation, or use camp paraphernalia in the following areas, except as otherwise provided by ordinance or as permitted pursuant to Section [8.22.070](#) of this ordinance:

1. any park;
2. any street; or
3. any publicly owned or maintained parking lot or other publicly owned or maintained area, improved or unimproved.

~~B.D.~~ Daytime Camping in Vehicles Prohibited. Except as otherwise provided within this Chapter,

~~d~~During the hours of 6:30 a.m. to 9:30 p.m., it shall be unlawful for any person to occupy a vehicle for the purpose of camping while that vehicle is parked in the following areas, except as otherwise provided by ordinance or as permitted pursuant to Section [8.22.070](#) of this ordinance:

1. any park;
2. any street; or
3. any publicly owned or maintained parking lot or other publicly owned or maintained area, improved or unimproved.

Section 6. Section 8.22.050 of the Vancouver Municipal Code entitled “Unlawful storage of personal property in public places” as last amended by Ordinance M-4133 on 9/21/2015 is hereby amended to read as follows:

Section 8.22.050 Unlawful storage of personal property in public places.

Except as otherwise provided within this Chapter, dDuring the hours of 6:30 a.m. to 9:30 p.m., it shall be unlawful for any person to store personal property, including camp facilities (other than vehicles) and camp paraphernalia, in the following areas, except as otherwise provided by ordinance or as permitted pursuant to Section [8.22.070](#) of this ordinance:

1. any park;
2. any street; or
3. any publicly owned or maintained parking lot or publicly owned or maintained area, improved or unimproved.

Section 7. Section 8.22.070 of the Vancouver Municipal Code entitled “Permit” as last amended by Ordinance M-4133 on 9/21/2015 is hereby amended to read as follows:

Section 8.22.070 Permit.

A. Authority of the City Manager. The City Manager is authorized to:

1. Promulgate procedures and policies necessary for the acceptance of applications, investigation, issuance, denial, and revocation of all camping permits of the types specified in this chapter and the establishment of City-sponsored Supportive Campsites;
2. Issue, deny, and revoke camping permits in furtherance of the purposes of this chapter;
3. Delegate any or all functions under this chapter; and
4. Request the assistance of other City departments to investigate, administer, and enforce the provisions of this chapter.

B. Types of Camping Permits. The following types of Camping Permits are established and may be issued by the City Manager, or their designee, pursuant to procedures and policies promulgated under this chapter:

1. Nighttime Employment Camping Permit. The City Manager, or ~~his/her~~their designee, is authorized to permit persons who present satisfactory evidence of nighttime employment to camp, occupy camp facilities, use camp paraphernalia, or store personal property in parks, streets, or any publicly owned parking lot or publicly owned area, improved or unimproved, in the city of Vancouver, except within Camping Impact Areas as prohibited by VMC 8.22.040(B).

2. Supportive Campsite Operator Permit. The City Manager, or their designee, is authorized to issue a Supportive Campsite Operator Permit to a person, firm, corporation, or municipal corporation upon receipt of satisfactory evidence that the applicant possesses suitable qualifications to operate a Supportive Campsite in compliance with the provisions of this chapter.

~~a.B~~ Upon receipt of an application for ~~any~~a Supportive Campsite Operator Permit under this chapter, the City Manager, or ~~his/her~~their designee, shall send a copy of the application to the city departments of police, parks, public works, community development, and fire. Each of these departments shall inspect the application and each such department shall report to the City Manager, or ~~his/her~~their designee, any problems which the proposed activity is expected to pose for the public. ~~It~~Such reports shall make any necessary recommendations for protecting the public peace, health, safety, life, property, and welfare in the event a permit is, or was, issued.

b. In evaluating whether to grant or deny an application for a Supportive Campsite Operator Permit, the City Manager, or ~~his/her~~their designee, shall evaluate whether the resulting Supportive

Campsite will be (i) equitably dispersed throughout the City in relation to other existing Supportive Campsites, (ii) located where the Supportive Campsite will avoid areas of highest economic vulnerability within surrounding residential areas in the City, (iii) afford accessibility in compliance with the Americans with Disabilities Act, (iv) be located within one half mile of public transit, and (v) comply will all requirements of the State Environmental Policy Act.

CC. The City Manager, or his/her/their designee, is authorized to promulgate othershall review and approve rules and regulations regarding the implementation and enforcement of this ordinance admission to, and operation of, all Supportive Campsites.

DC. The City Manager, or his/her/their designee, may approve a permit as provided under this section when, from a consideration of the application, reports from other city departments, and from such other information as may otherwise be obtained, he or she the City Manager, or their designee, finds that:

1. Adequate sanitary facilities are provided and accessible at or near the proposed camp site;
2. Adequate trash receptacles and trash collection are provided; and
3. The camping activity will not unreasonably disturb or interfere with the safety, peace, comfort and repose of private property owners.

E. No permit shall be issued for a period of time in excess of fourteen (14) calendar days in any one calendar year.

FD. The City Manager, or his/her/their designee, is authorized to revoke a permit that has been issued if he or she the City Manager, or their designee, finds lack of compliance with any requirement of subsection DC, above, or evidence that a Supportive Campsite Operator has failed

or refused to require campsite residents comply with ~~of~~ any rule or regulation promulgated under subsection ~~CB.2.c.~~, above, or of any ordinance or statute.

~~CE.~~ Any person who is denied a permit, or had their permit revoked, may appeal the denial/revocation to a hearings examiner appointed by the City Manager, or ~~his/her~~ their designee. Notice of appeal must be in writing, and filed with the City Clerk within seven (7) working days from the date of the denial or revocation.

F. City staff may propose City-sponsored Supportive Campsites. Such proposals will be evaluated for approval by the City Manager, or their designee, applying the criteria under VMC 8.22.070(B)(2) and VMC 8.22.070(C) and the availability of City resources.

Section 8. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 9. Effective Date. This Ordinance shall be effective thirty days after adoption.

Read first time:

ORDINANCE - 13

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read second time:

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of September, 2021.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

ORDINANCE - 14

Jonathan Young, City Attorney

ORDINANCE - 15

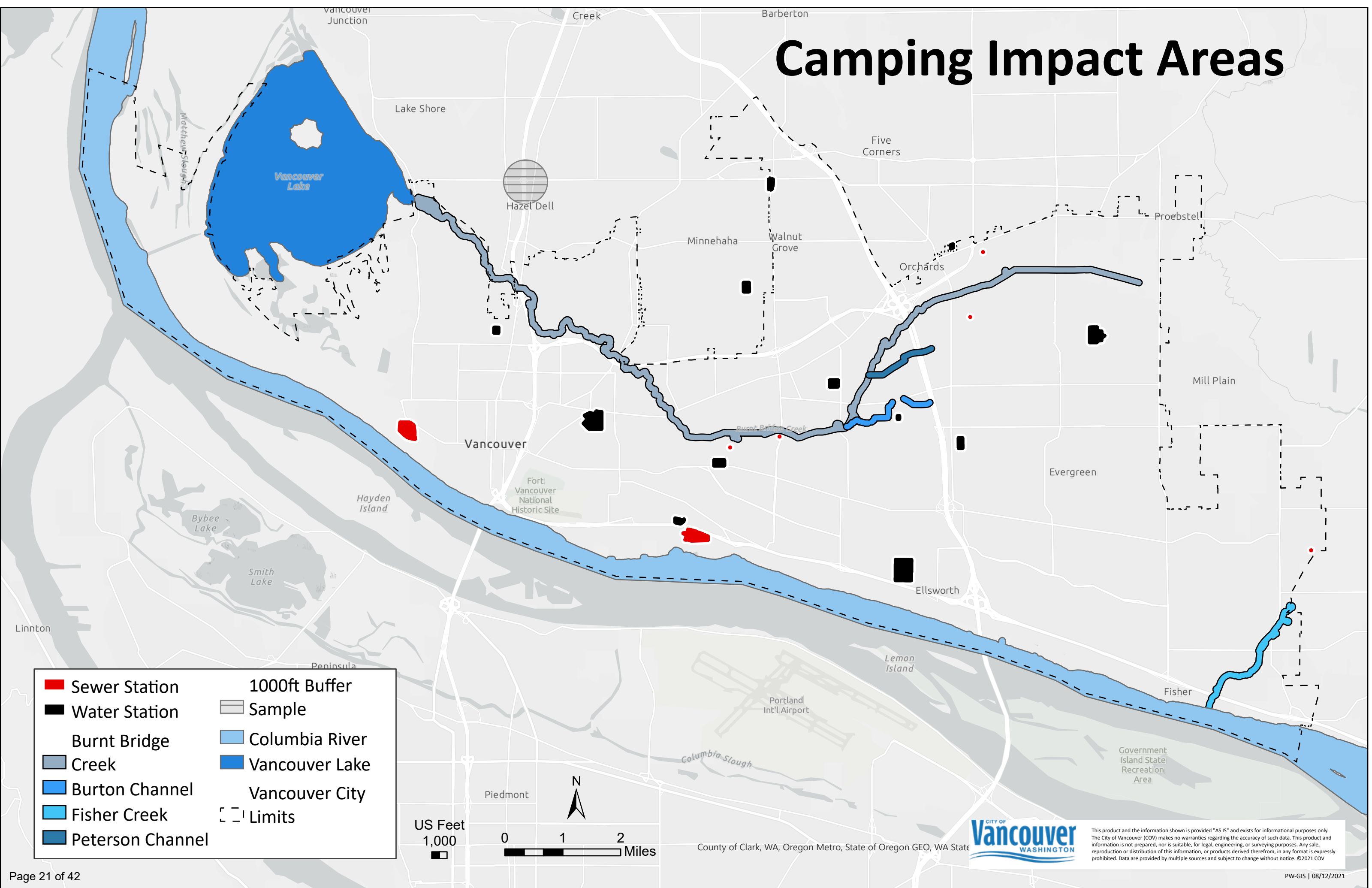
SUMMARY

ORDINANCE NO. _____

AN ORDINANCE of the City of Vancouver, Washington establishing Supportive Campsites for individuals experiencing unsheltered homelessness; authorizing the establishment of two Themed Supportive Campsites; establishing Camping Impact Areas; establishing an exemption from the prohibition against daytime camping for individuals who present satisfactory evidence of nighttime employment; Amending VMC 8.22.010 “Findings”, VMC 8.22.020 “Purpose”, VMC 8.22.030 “Definitions”, VMC 8.22.040 “Unlawful Camping”, VMC 8.22.050 “Unlawful Storage of Personal Property in Public Places”, VMC 8.22.070 “Permit”; providing for severability; and providing for an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at (360) 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

Camping Impact Areas



September 13, 2021
September 20, 2021

ORDINANCE NO. M- _____

AN ORDINANCE of the City of Vancouver, Washington establishing Supportive Campsites to facilitate the provision of temporary shelter incidental to the provision of supportive services to individuals experiencing unsheltered homelessness; authorizing the establishment of two Themed Supportive Campsites, one for Families with Children and one for Single-Occupant Females; establishing Camping Impact Areas to protect ecologically sensitive areas and areas within the immediate vicinity of Supportive Campsites; establishing an exemption from the prohibition against daytime camping for individuals who present satisfactory evidence of nighttime employment and obtain a Nighttime Worker Camping Permit; Amending VMC 8.22.010 “Findings”, VMC 8.22.020 “Purpose”, VMC 8.22.030 “Definitions”, VMC 8.22.040 “Unlawful Camping”, VMC 8.22.050 “Unlawful Storage of Personal Property in Public Places”, VMC 8.22.070 “Permit”; providing for severability; and providing for an effective date.

WHEREAS, homelessness is a serious problem in Clark County, the number of people experiencing homelessness is increasing, and the capacity of the current system to house and meet the basic needs of those who are experiencing homelessness is inadequate; and

WHEREAS, the City of Vancouver is committed to supporting Clark County in the County’s role as the lead agency on regional homeless response and increase collaboration on projects and initiatives that will address homelessness and its impacts in Clark County; and

ORDINANCE - 1

WHEREAS, temporary solutions are needed within Vancouver to mitigate the adverse impacts of unsheltered homelessness while longterm, county-wide solutions are formulated to address deficiencies in the supply of shelter and housing; and

WHEREAS, cities are prohibited from prosecuting individuals for involuntarily sitting, lying, or sleeping in public, unless such individuals have access to adequate temporary shelter, either because they have the means to pay for it, or because it is realistically available to them for free (*Martin v. Boise*, 920 F.3d 584), and therefore, 24-hour daily bans on camping in certainly public spaces are only permissible if adequate shelter is available free of charge, or adequate public space remains unrestricted from camping so as to afford individuals experiencing unsheltered homelessness a meaning choice to avoid prosecution; and

WHEREAS, the Vancouver City Council is committed to striving to improve services available to underserved and vulnerable residents while maintaining public spaces that are safe, sanitary, attractive, and available for the enjoyment of all residents and visitors, and

WHEREAS, following an opportunity for public testimony, it is apparent that (a) the establishment of Camping Impact Areas, in which camping is prohibited 24 hours daily, will assist in mitigating adverse impacts to sensitive ecological areas including the City's water sources; (b) the establishment of Supportive Campsites in which camping is allowed 24-hours daily is appropriate as a temporary pilot as the City and County work with community partners to increase the supply of shelter and housing; (c) the establishment of two Themed Supportive Campsites, one for Families with Children and one for Single-Occupant Females, is appropriate

to mitigate the unique dangers faced by members of these groups; and (d) the establishment of an exception from the existing daytime camping ban is appropriate for individuals who present satisfactory evidence of nighttime employment and obtain a Nighttime Worker Camping Permit.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. The City Council declares that the purpose of this Ordinance is to establish Supportive Campsites to facilitate the provision of supportive services and temporary shelter to individuals experiencing unsheltered homelessness; authorize the establishment of two Themed Camps, one for Families with Children and one for Single-Occupant Females; establish Camping Impact Areas to protect ecologically sensitive areas and areas within the immediate vicinity of Supportive Campsites from the adverse secondary impacts of camping; establish an exemption from the prohibition against daytime camping for individuals who present satisfactory evidence of nighttime employment and obtain a Nighttime Worker Camping Permit.

Section 2. Findings. The Vancouver City Council hereby adopts the factual record supplied within Staff Report SR _____ and all attachments thereto as findings in support of this Ordinance and the following amendment to the Vancouver Municipal Code: Section 8.22.010 “Findings” as last amended by Ordinance M-4133 on 9/21/2015 is hereby amended to read as follows:

Section 8.22.010 Findings

It is the purpose of this ordinance to address:

- A. Adverse Public Impacts of Camping. People camping on public property and on public right of ways create a public health and safety hazard due to the lack of proper food storage, cooking, electrical and/or sanitary facilities for these people. People without proper sanitary facilities have openly urinated, defecated, and littered on private and public property and on the public right of ways. Use of public property for camping purposes or storage of personal property interferes with the rights of others to use the areas for the purposes for which they were intended and creates public health and safety dangers to the City's sensitive ecological areas, including the City's water sources, through illegal dumping and improper disposal of human waste. People cooking with open flames while camping endanger the lives and property of those nearby through uncontrolled fire.
- B. Adverse Impacts of Camping on the Poor and Infirm. Many individuals who camp on public property do so, not by choice, but due to a lack of financial means to afford adequate shelter. These individuals are also adversely mentally and physically impacted by camping. Single female camp occupants experience a disproportionately high incidence of violent crime as compared to other people.

Families with children who camp as a result of a lack adequate shelter are also disproportionately adversely impacted through risk of physical danger and impediments to childhood education.

C. Constitutional limitations on available remedies. The Eighth Amendment to the United States Constitution prohibits “cruel and unusual punishment”; the Ninth Circuit Court of Appeals has interpreted this prohibition to forbid cities from criminalizing camping in all places, at all times, by those who lack the financial means to pay for adequate shelter unless adequate shelter is available to such person free of charge.

D. Supportive Campsites. The establishment of Supportive Campsites creates a means of connecting individuals to services that reduce barriers to obtaining shelter and housing while providing options for lawful camping which are incidental to the receipt of such services.

E. Need for Themed Supportive Campsites. The City has an important government interest in protecting the physical safety and emotional well-being of residents of campsites occupied by single occupant females, and families with children. The establishment of Themed Supportive Campsites as defined herein reserved for members of these groups serves that important government interest and is substantially related to accomplishing those objectives.

Section 3. Section 8.22.020 of the Vancouver Municipal Code entitled “Purpose” as last amended by Ordinance M-3323 on 10/6/1997 is hereby amended to read as follows:

Section 8.22.020 Purpose.

It is the purpose of this ordinance to:

- A. ~~p~~Prevent harm to the health and safety of individuals who camp due to a lack of financial means to afford adequate shelter by establishing Supportive Campsites where adequate shelter is provided to the poor or infirm at no cost.
- B. Prevent harm to the health and safety of the public and to promote the public health, safety and general welfare by prohibiting camping within all Camping Impact Areas at all times, except as allowed within a Supportive Campsite.
- C. Prevent harm to the health or safety of the public and to promote the public health, safety and general welfare by making public streets and other areas readily accessible to the public and to prevent use of public property for camping purposes or storage of personal property which interferes with the rights of others to use the areas for which they were intended.

Section 4. Section 8.22.030 of the Vancouver Municipal Code entitled “Definitions” as last amended by Ordinance M-4133 on 9/21/2015 is hereby amended to read as follows:

Section 8.22.030 Definitions.

The following definitions are applicable in this chapter unless the context otherwise requires:

"Camp" or "camping" means to pitch, create, use, or occupy camp facilities for the purposes of habitation, as evidenced by the use of camp paraphernalia.

"Camp facilities" include, but are not limited to, tents, huts, temporary shelters, or vehicles.

"Camping Impact Area" means the areas specified within VMC 8.22.040(B).

"Camp paraphernalia" includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, blankets, mattresses, hammocks, or non-city designated cooking facilities and similar equipment.

"Family" means two or more "Family or Household Members" as defined by RCW [26.52.010](#).

"Park" means the same as defined in VMC [15.04.020](#).

"Store" means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.

"Supportive Campsite" means a Camp facility for which a permit has been sought and obtained from the Vancouver City Manager, or their designee, pursuant to VMC 8.22.070(B), and/or a City-sponsored Supportive Campsite established under VMC 8.22.070(F).

"Supportive Campsite Operator" means a person, firm, corporation, or municipal corporation with a valid Supportive Campsite Operator permit issued pursuant to VMC 8.22.070 or, in the case of a City-sponsored Supportive Campsite, an approved Camp facility operator as designated by the City Manager or their designee.

"Street" means any highway, lane, road, street, right of way, boulevard, alley, and every way or place in the City of Vancouver that is publicly owned or maintained for public vehicular travel.

“Themed Supportive Campsite” means a Supportive Campsite with spaces reserved for either (A) a single occupant identifying as female; or (B) a Family with one or more children under eighteen years of age at the time of admission to the Supportive Campsite.

“Vehicle” means the same as defined in RCW [46.04.670](#), as adopted by Ordinance [M-3276](#).

Section 5. Section 8.22.040 of the Vancouver Municipal Code entitled “Unlawful Camping” as last amended by Ordinance M-4133 on 9/21/2015 is hereby amended to read as follows:

Section 8.22.040 Unlawful camping.

A. Supportive Campsites. Camping shall be allowed at all times within Supportive Campsites by those residing therein. Residence in a Supportive Campsite shall be at the approval of the Supportive Campsite Operator.

B. Camping Impact Areas. Except to the extent expressly allowed pursuant to Section A, it shall be unlawful to camp at any time within a Camping Impact Area. The following locations are Camping Impact Areas:

1. Within one thousand feet (1000’) of the nearest point of any Supportive Campsite;

2. Upon any land used to operate a public water station, wastewater or stormwater facility;

3. Within any of the following critical areas:

(a) Habitats of Local Importance as defined by VMC 20.740.100;

(b) Riparian Buffers of Fish and Wildlife Habitat Conservation areas as defined by VMC

20.740.110;

(c) Frequently Flooded Areas as defined by VMC 20.740.120; and/or

(d) Wetland Buffer area of Wetlands as defined by VMC 20.740.140.

The City Manager, or their designee, shall create a Critical Areas Protection Map that identifies the critical areas above and post the Map on the City's website. The Critical Areas Protection Map will be revised annually to account for changes to critical area designations.

C. Daytime Camping Prohibited. Except as otherwise provided within this Chapter, ~~d~~During the hours of 6:30 a.m. to 9:30 p.m., it shall be unlawful for any person to camp, occupy camp facilities for purposes of habitation, or use camp paraphernalia in the following areas, except as otherwise provided by ordinance or as permitted pursuant to Section [8.22.070](#) of this ordinance:

1. any park;
2. any street; or
3. any publicly owned or maintained parking lot or other publicly owned or maintained area, improved or unimproved.

~~B~~D. Daytime Camping in Vehicles Prohibited. Except as otherwise provided within this Chapter, ~~d~~During the hours of 6:30 a.m. to 9:30 p.m., it shall be unlawful for any person to occupy a vehicle for the purpose of camping while that vehicle is parked in the following areas, except as otherwise provided by ordinance or as permitted pursuant to Section [8.22.070](#) of this ordinance:

1. any park;
2. any street; or
3. any publicly owned or maintained parking lot or other publicly owned or maintained area,

improved or unimproved.

Section 6. Section 8.22.050 of the Vancouver Municipal Code entitled “Unlawful storage of personal property in public places” as last amended by Ordinance M-4133 on 9/21/2015 is hereby amended to read as follows:

Section 8.22.050 Unlawful storage of personal property in public places.

Except as otherwise provided within this Chapter, ~~d~~During the hours of 6:30 a.m. to 9:30 p.m., it shall be unlawful for any person to store personal property, including camp facilities (other than vehicles) and camp paraphernalia, in the following areas, except as otherwise provided by ordinance or as permitted pursuant to Section [8.22.070](#) of this ordinance:

1. any park;
2. any street; or
3. any publicly owned or maintained parking lot or publicly owned or maintained area, improved or unimproved.

Section 7. Section 8.22.070 of the Vancouver Municipal Code entitled “Permit” as last amended by Ordinance M-4133 on 9/21/2015 is hereby amended to read as follows:

Section 8.22.070 Permit.

A. Authority of the City Manager. The City Manager is authorized to:

1. Promulgate procedures and policies necessary for the acceptance of applications, investigation, issuance, denial, and revocation of all camping permits of the types specified in this chapter and the establishment of City-sponsored Supportive Campsites;
2. Issue, deny, and revoke camping permits in furtherance of the purposes of this chapter;
3. Delegate any or all functions under this chapter; and
4. Request the assistance of other City departments to investigate, administer, and enforce the provisions of this chapter.

B. Types of Camping Permits. The following types of Camping Permits are established and may be issued by the City Manager, or their designee, pursuant to procedures and policies promulgated under this chapter:

1. Nighttime Employment Camping Permit. The City Manager, or ~~his/her~~their designee, is authorized to permit persons who present satisfactory evidence of nighttime employment to camp, occupy camp facilities, use camp paraphernalia, or store personal property in parks, streets, or any publicly owned parking lot or publicly owned area, improved or unimproved, in the city of Vancouver, except within Camping Impact Areas as prohibited by VMC 8.22.040(B).
2. Supportive Campsite Operator Permit. The City Manager, or their designee, is authorized to issue a Supportive Campsite Operator Permit to a person, firm, corporation, or municipal corporation upon receipt of satisfactory evidence that the applicant possesses suitable qualifications to operate a Supportive Campsite in compliance with the provisions of this chapter.

a.B Upon receipt of an application for ~~any~~ a Supportive Campsite Operator Permit under this chapter, the City Manager, or ~~his/her~~their designee, shall send a copy of the application to the city

departments of police, parks, public works, community development, and fire. Each of these departments shall inspect the application and each such department shall report to the City Manager, or ~~his/her~~their designee, any problems which the proposed activity is expected to pose for the public. ~~It~~Such reports shall make any necessary recommendations for protecting the public peace, health, safety, life, property, and welfare in the event a permit is, or was, issued.

b. In evaluating whether to grant or deny an application for a Supportive Campsite Operator Permit, the City Manager, or ~~his/her~~their designee, shall evaluate whether the resulting Supportive Campsite will be (i) equitably dispersed throughout the City in relation to other existing Supportive Campsites, (ii) located where the Supportive Campsite will avoid areas of highest economic vulnerability within surrounding residential areas in the City, (iii) afford accessibility in compliance with the Americans with Disabilities Act, (iv) be located within one half mile of public transit, and (v) comply will all requirements of the State Environmental Policy Act.

~~Cc.~~ The City Manager, or ~~his/her~~their designee, ~~is authorized to promulgate othershall review and approve rules and regulations regarding the implementation and enforcement of this ordinance admission to, and operation of, all Supportive Campsites.~~

~~Dc.~~ The City Manager, or ~~his/her~~their designee, may approve a permit as provided under this section when, from a consideration of the application, reports from other city departments, and from such other information as may otherwise be obtained, ~~he or she~~the City Manager, or their designee, finds that:

1. Adequate sanitary facilities are provided and accessible at or near the proposed camp site;
2. Adequate trash receptacles and trash collection are provided; and

3. The camping activity will not unreasonably disturb or interfere with the safety, peace, comfort and repose of private property owners.

~~E. No permit shall be issued for a period of time in excess of fourteen (14) calendar days in any one calendar year.~~

~~FD.~~ The City Manager, or ~~his/her~~their designee, is authorized to revoke a permit that has been issued if ~~he or she~~the City Manager, or their designee, finds lack of compliance with any requirement of subsection ~~DC~~, above, or evidence that a Supportive Campsite Operator has failed or refused to require campsite residents comply with ~~of~~ any rule or regulation promulgated under subsection ~~CB.2.c.~~, above, or of any ordinance or statute.

~~GE.~~ Any person who is denied a permit, or had their permit revoked, may appeal the denial/revocation to a hearings examiner appointed by the City Manager, or ~~his/her~~their designee. Notice of appeal must be in writing, and filed with the City Clerk within seven (7) working days from the date of the denial or revocation.

F. City staff may propose City-sponsored Supportive Campsites. Such proposals will be evaluated for approval by the City Manager, or their designee, applying the criteria under VMC 8.22.070(B)(2) and VMC 8.22.070(C) and the availability of City resources.

Section 8. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the

remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 9. Effective Date. This Ordinance shall be effective thirty days after adoption.

Read first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read second time:

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of September, 2021.

ORDINANCE - 14

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE of the City of Vancouver, Washington establishing Supportive Campsites for individuals experiencing unsheltered homelessness; authorizing the establishment of two Themed Supportive Campsites; establishing Camping Impact Areas; establishing an exemption from the prohibition against daytime camping for individuals who present satisfactory evidence of nighttime employment; Amending VMC 8.22.010 “Findings”, VMC 8.22.020 “Purpose”, VMC 8.22.030 “Definitions”, VMC 8.22.040 “Unlawful Camping”, VMC 8.22.050 “Unlawful Storage of Personal Property in Public Places”, VMC 8.22.070 “Permit”; providing for severability; and providing for an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at (360) 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

Environmental Layers

Vancouver City Limits



Wetlands [NWI]



Habitat Boundaries [Cark Co.]



Floodway [FEMA]



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PW-GIS | 08/31/2021



0 0.5 1 Miles

Vancouver City Limits

Colored Area: Area meeting site selection
criteria
City of Vancouver - 33,776 Ac



Zoning Temporary Uses Allowed - minus parks

Colored Area: Area meeting site selection
criteria
Zoning Temporary Uses Allowed [no parks] -
20,153 Ac (59%)



Zoning Temporary Uses Allowed Outside Residential Economic Vulnerability Areas

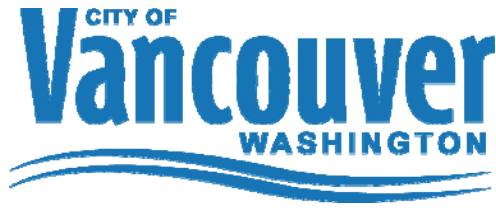
Colored Area: Area meeting site selection
criteria
Zoning Temporary Uses Allowed Outside of
Residential Economic Vulnerability Areas -
18,166 Ac (53%)



Zoning Temporary Uses Allowed Outside Residential Economic Vulnerability Areas Within 1/2 Mile of Transit

Colored Area: Area meeting site selection
criteria
Zoning Temporary Uses Allowed Outside of
Residential Economic Vulnerability Areas,
Within 1/2 Mile of Transit - 15,389 Ac (45%)





MEMORANDUM

DATE: Friday, August 27, 2021

TO: Mayor and City Councilmembers

FROM: Council Subcommittee 1 & 2 (Hansen, Stober, Glover, Paulsen, Lebowsky and Fox)

CC: Eric J. Holmes, City Manager
Shannon Ripp, Boards & Commissions

RE: Recommendations for Appointments to the Lodging Tax Advisory Committee

The Lodging Tax Advisory Committee is a volunteer body that makes recommendations to the Vancouver City Council about how that tax revenue is spent. Over the years, the committee has helped award hundreds of thousands of dollars in lodging tax grants to local projects and events that increase tourism in the city.

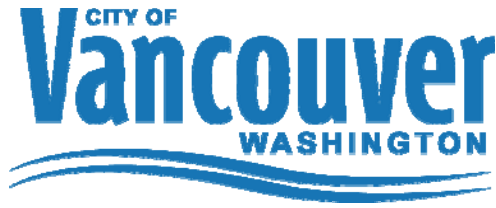
During 2020, operations of LTAC were halted due to the effects of the pandemic. Within that time all eight terms on LTAC had expired. LTAC is now back to working on projects so a recent recruitment for these now mid-term seats was held. Seven sitting members sought reappointment and we received one additional application, for a total of eight candidates for eight mid-term seats. All seven incumbents are being recommended for reappointment and we will open another recruitment for the eight LTAC seat.

Subcommittee 1 had four interviews for four of the eight open seats and they recommend reappointing the incumbents Jordan Boldt, Steve Bowers and Mike McLeod with terms beginning immediately and expiring September 30, 2022.

Subcommittee 2 had four interviews for four of the eight open seats and they recommend reappointing the incumbents Kari Jonasen, Linda Reid, Brad Richardson and Carla Rise with terms beginning immediately and expiring September 30, 2022.

If there are no objections, they would like to make these appointments at the **Monday, September 13, 2021** Council meeting.

Attachments:
Applications
Roster



MEMORANDUM

DATE: Friday, August 27, 2021

TO: Mayor and City Councilmembers

FROM: Council Subcommittee 1 (Hansen, Glover and Fox)

CC: Eric J. Holmes, City Manager
Shannon Ripp, Boards & Commissions

RE: Nominated for appointment to the Clark County Public Health Advisory Council

The Public Health Advisory Council advises the Clark County Board of Health on issues related to public health including improving the health of citizens of Clark County, promoting public participation in and identification of public health needs and providing communication between the Board of Health and Clark County Citizens. The council is a direct link between the Clark County Board of Health and Clark County's residents, providing a local focus on public health. The council identifies priority public health issues, and most recently has been researching obesity, health disparities, access to care, tobacco prevention, violence prevention and methamphetamine use.

Council Committee 1 recently interviewed 3 candidates for one vacancy and recommends appointment of Christine Dunbar, with a term beginning September 30, 2021 and expiring September 30, 2024.

If there are no objections, we would like to make this nomination for appointment at the Monday, September 13, 2021, Council meeting.

Attachments:
Application
Roster

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:

\$ 17,080,387.85 this 13th day of September 2021.

MAYOR



AUDITING OFFICER

COUNCILMEMBER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
August 17, 2021 - September 6, 2021	Accounts Payable Checks (see attached)	\$ 13,036,195.20
August 17, 2021 - September 6, 2021	Hansen City Payments (see attached)	\$ 670,115.96
August 17, 2021 - September 6, 2021	Visa Refunds (see attached)	\$ 5,654.70
August 17, 2021 - September 6, 2021	Payroll Checks (see attached)	\$ 3,368,421.99
TOTAL		\$ 17,080,387.85

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Manual Wire	No Reference	8/2/2021	124,395.74	Bank Of America N.A.	
Supplier Payment	Manual Wire	No Reference	8/9/2021	308.18	Keybank National Association: 08/09/2021	
Supplier Payment	Manual Wire	No Reference	8/13/2021	2,178.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit: 08/13/2021	
Supplier Payment	Manual Wire	No Reference	8/16/2021	209,228.30	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	8/16/2021	14,719.90	Washington Dental Service: 08/16/2021	
Supplier Payment	Manual Wire	No Reference	8/18/2021	91,335.32	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	8/18/2021	982.30	VSP Vision Care Inc	
Supplier Payment	Manual Wire	No Reference	8/19/2021	522.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire	No Reference	8/20/2021	33,534.18	Gallagher Bassett Services Inc	
Supplier Payment	Manual Wire	No Reference	8/20/2021	78,131.84	Symetra Life Insurance Company	
Supplier Payment	Manual Wire	No Reference	8/20/2021	5,392.50	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	8/23/2021	110,126.37	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	8/23/2021	28,326.20	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	8/24/2021	375,005.81	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Manual Wire	No Reference	8/24/2021	351,870.67	Kaiser Permanente - Remit-To: Kaiser Permanente	
Procurement Card Payment	Manual Wire	No Reference	8/25/2021	643,112.08	CoV Procurement Card	
Supplier Payment	Manual Wire	No Reference	8/25/2021	27,271.70	Gallagher Bassett Services Inc	
Supplier Payment	Manual Wire	No Reference	8/25/2021	75.00	HRA VEBA Plan	
Supplier Payment	Manual Wire	No Reference	8/25/2021	8,837.64	ICMA 401A	
Supplier Payment	Manual Wire	No Reference	8/25/2021	243,954.98	ICMA Corp	
Supplier Payment	Manual Wire	No Reference	8/25/2021	560.50	Oregon SDU	
Supplier Payment	Manual Wire	No Reference	8/25/2021	51,604.66	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	8/25/2021	866.77	Vancouver Fire Command Officers	
Supplier Payment	Manual Wire	No Reference	8/25/2021	23,682.23	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	8/25/2021	5,793.13	Washington SDU	
Supplier Payment	Manual Wire	No Reference	8/25/2021	19,125.00	Washington State Firefighters	
Supplier Payment	Manual Wire	No Reference	8/25/2021	17,772.77	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	8/26/2021	953,498.35	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	8/26/2021	777.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire	No Reference	8/26/2021	428,190.74	State of Washington Department of Revenue	
Supplier Payment	Manual Wire	No Reference	8/27/2021	9,558.09	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire	No Reference	8/27/2021	38,784.52	Gallagher Bassett Services Inc	
Supplier Payment	Manual Wire	No Reference	8/27/2021	28,175.37	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire	No Reference	8/30/2021	132,823.16	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	8/30/2021	719,726.50	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	8/30/2021	22,508.60	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	9/1/2021	8,150.16	Athlactron Holding	
Supplier Payment	Manual Wire	No Reference	9/1/2021	3,938.02	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	9/1/2021	5,225.00	US Bank - Remit-To: US Bank - St Paul	
Supplier Payment	Manual Wire	No Reference	9/2/2021	813.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire	No Reference	9/3/2021	409,296.60	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	9/3/2021	8,844.49	VSP Vision Care Inc	
Supplier Payment	Manual Wire	No Reference	9/3/2021	176,225.00	Western States Health & Welfare Trust	
Expense Payment	Direct Deposit	EFT-00112692	8/19/2021	76.98	Loretta Callahan	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00112693	8/19/2021	259.85	LeAnn Cone	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00112694	8/19/2021	12.76	Robert Givens	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00112695	8/19/2021	8.74	John Mosely	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00112696	8/19/2021	248.50	Jacob Mahan	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00112697	8/19/2021	114.00	Robin Brown	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00112698	8/19/2021	86.25	Elena Miron	Travel Advance
Expense Payment	Direct Deposit	EFT-00114432	8/26/2021	268.25	Rodney Floyd	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00114433	8/26/2021	82.50	John Janisch	Travel Advance
Expense Payment	Direct Deposit	EFT-00114434	8/26/2021	226.00	Michelle Bresee	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00114435	8/26/2021	395.50	Kevin Barton	Travel Advance
Expense Payment	Direct Deposit	EFT-00114436	8/26/2021	169.49	Drew Klaetsch	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00114437	8/26/2021	114.00	James Burgara	Travel Advance

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Cash Advance Payment	Direct Deposit	EFT-00114438	8/26/2021	82.50	Zachary Allred	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00114439	8/26/2021	82.50	Don Sahota	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00114440	8/26/2021	395.00	Jason Mills	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00114441	8/26/2021	395.50	Chadd Nolan	Travel Advance
Expense Payment	Direct Deposit	EFT-00114594	9/2/2021	283.57	Clesson Werner	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00114595	9/2/2021	227.50	Andrew Jorgenson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00114596	9/2/2021	102.00	Curtis Erwin	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00114597	9/2/2021	146.43	Wesley Kandoll	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00114598	9/2/2021	165.00	Sean Suarez	Travel Advance
Supplier Payment	EFT	EFT-00112699	8/19/2021	3,000.00	Greater Portland Inc	
Supplier Payment	EFT	EFT-00112700	8/19/2021	18,926.23	Council for the Homeless	
Supplier Payment	EFT	EFT-00112701	8/19/2021	560.33	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00112702	8/19/2021	2,600.88	Universal Field Services Inc	
Supplier Payment	EFT	EFT-00112703	8/19/2021	3,429.85	Net Transcripts Inc	
Supplier Payment	EFT	EFT-00112704	8/19/2021	1,060.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00112705	8/19/2021	1,764.00	Accenture LLP	
Supplier Payment	EFT	EFT-00112706	8/19/2021	6,538.00	Mead and Hunt Inc	
Supplier Payment	EFT	EFT-00112707	8/19/2021	3,128.71	YWCA Clark County	
Supplier Payment	EFT	EFT-00112708	8/18/2021	987.00	Allegiance Benefit Plan Management Inc	
Supplier Payment	EFT	EFT-00112709	8/19/2021	2,200.00	JCI Jones Chemicals Inc	
Supplier Payment	EFT	EFT-00112710	8/19/2021	29,245.25	Otak Inc	
Supplier Payment	EFT	EFT-00112711	8/19/2021	6,000.00	Arbutus Consulting LLC	
Supplier Payment	EFT	EFT-00112712	8/20/2021	316,236.12	Community Roots Collaborative	
Supplier Payment	EFT	EFT-00114429	8/25/2021	917.40	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00114430	8/25/2021	15,002.29	Allegiance Benefit Plan Management Inc	
Supplier Payment	EFT	EFT-00114431	8/25/2021	11,025.34	Vancouver Police Officer Guild	
Supplier Payment	EFT	EFT-00114442	8/26/2021	1,600.00	Accent Heating + Cooling LLC	
Supplier Payment	EFT	EFT-00114443	8/26/2021	19,464.90	Consolidated Electrical Distribution	
Supplier Payment	EFT	EFT-00114444	8/26/2021	250.36	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00114445	8/26/2021	3,898.00	Rapid Response Bio Clean	
Supplier Payment	EFT	EFT-00114446	8/26/2021	3,706.21	Universal Field Services Inc	
Supplier Payment	EFT	EFT-00114447	8/26/2021	1,811.88	Lifeline Connections	
Supplier Payment	EFT	EFT-00114448	8/26/2021	640.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00114449	8/26/2021	22,931.43	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	EFT	EFT-00114450	8/26/2021	44,671.59	Outsiderinn.org	
Supplier Payment	EFT	EFT-00114451	8/26/2021	1,483.24	State of Washington Consolidated Technology Services	
Supplier Payment	EFT	EFT-00114452	8/26/2021	7,168.27	Clark County Volunteer Lawyers Program	
Supplier Payment	EFT	EFT-00114453	8/26/2021	242,192.11	Lee Contractors LLC	
Supplier Payment	EFT	EFT-00114454	8/26/2021	4,526.36	Picard Corp	
Supplier Payment	EFT	EFT-00114455	8/26/2021	675.00	TRC Environmental Corp	
Supplier Payment	EFT	EFT-00114456	8/26/2021	212,935.95	Cat Works LLC	
Supplier Payment	EFT	EFT-00114457	8/26/2021	19,003.32	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00114458	8/26/2021	2,810.50	Otak Inc	
Supplier Payment	EFT	EFT-00114459	8/26/2021	17,666.22	State of Washington Auditor's Office	
Supplier Payment	EFT	EFT-00114460	8/26/2021	2,796.45	Eagle Newspaper Inc	
Supplier Payment	EFT	EFT-00114618	9/2/2021	721,356.13	Operations Management International Inc	
Supplier Payment	EFT	EFT-00114619	9/2/2021	109,973.80	PC Specialists Inc	
Supplier Payment	EFT	EFT-00114620	9/2/2021	21,146.14	Lynn K Wittwer MD PC	
Supplier Payment	EFT	EFT-00114621	9/2/2021	84.00	Universal Field Services Inc	
Supplier Payment	EFT	EFT-00114622	9/2/2021	5,145.53	Emerald Services Inc	
Supplier Payment	EFT	EFT-00114623	9/2/2021	207,328.86	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00114624	9/2/2021	265.00	Rapid Response Bio Clean	
Supplier Payment	EFT	EFT-00114625	9/2/2021	7,992.15	CH2M Hill Engineers Inc	
Supplier Payment	EFT	EFT-00114626	9/2/2021	2,226.15	Linguava Interpreters Inc	
Supplier Payment	EFT	EFT-00114627	9/2/2021	2,871.25	Otak Inc	
Supplier Payment	EFT	EFT-00114628	9/2/2021	2,281.40	Net Transcripts Inc	
Supplier Payment	EFT	EFT-00114629	9/2/2021	4,522.28	Consolidated Electrical Distribution	
Supplier Payment	EFT	EFT-00114630	9/2/2021	512,440.94	Rotschy Inc	
Supplier Payment	EFT	EFT-00114631	9/2/2021	198.25	State of Washington Department of Enterprise Services	
Supplier Payment	EFT	EFT-00114632	9/2/2021	150.00	PDH Creative	

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	EFT	EFT-00114633	9/2/2021	42,083.99	Mead and Hunt Inc	
Supplier Payment	EFT	EFT-00114634	9/2/2021	54,086.74	Share Inc	
Ad Hoc Payment	Check	24483	8/18/2021	290.00	ACCLARENT, INC.	COVID-19 Bus Lic Fee Refund replace lost chk 13020
Ad Hoc Payment	Check	24484	8/18/2021	167.38	Ann S Wygal	Utility Refunds: 0135000530-06
Ad Hoc Payment	Check	24485	8/18/2021	60.39	Bahu,Marwan and Jacqueline	Utility Refunds: 0012096900-02
Ad Hoc Payment	Check	24486	8/18/2021	56.43	Barry Fitzgerald and Wesley Tibbett	Utility Refunds: 0022066500-02
Ad Hoc Payment	Check	24487	8/18/2021	59.51	Corr Solutions LLC	MPE-306077
Ad Hoc Payment	Check	24488	8/18/2021	222.84	Dunn,Kenneth W	Utility Refunds: 0000003270-02
Ad Hoc Payment	Check	24489	8/18/2021	11.16	Dunn,Kenneth W and Julie	Utility Refunds: 0000003270-02
Ad Hoc Payment	Check	24490	8/18/2021	20.00	Dutch Bros Coffee	Refund alarm billing acct 18579 inv 99443641
Ad Hoc Payment	Check	24491	8/18/2021	695.51	Eric Welling	FRI-300885
Ad Hoc Payment	Check	24492	8/18/2021	1,620.00	GC Vancouver LLC	Refund Bus Lic Covid19 Surch Prog Acct 6035204760010001
Ad Hoc Payment	Check	24493	8/18/2021	51.07	Henco Plumbing Services	MPE-305203
Ad Hoc Payment	Check	24494	8/18/2021	84.98	John and Irene Cothran	Utility Refunds: 0065025635-06
Ad Hoc Payment	Check	24495	8/18/2021	11.06	Kathy Harvey	Utility Refunds: 0000005643-04
Ad Hoc Payment	Check	24496	8/18/2021	130.00	Lanette L Hammett	Utility Refunds: 0078099777-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	24497	8/18/2021	59.51	Laura Kandoll	MPE-306046
Ad Hoc Payment	Check	24498	8/18/2021	1,892.50	Leslie stolle	Donald Mose Final Med B and Funeral benefit
Ad Hoc Payment	Check	24499	8/18/2021	575.00	Luz Martinez	Event Cancellation Permit #6852
Ad Hoc Payment	Check	24500	8/18/2021	57.60	Lyle Kargel - JNB Mechanical	MPE-305689
Ad Hoc Payment	Check	24501	8/18/2021	34.12	Maci Pfaffenberger and Eikeem Barron	Utility Refunds: 0009034301-05
Ad Hoc Payment	Check	24502	8/18/2021	59.13	Matillia Shadlowsky	SDP-302759
Ad Hoc Payment	Check	24503	8/18/2021	51.00	Maverick Moser	refund stays overpmt inv #00001818 replace lost chk 7982
Ad Hoc Payment	Check	24504	8/18/2021	20.00	Michael Duyn	Refund Alarm Billing Acct 22027 Inv 99445910
Ad Hoc Payment	Check	24505	8/18/2021	25.00	Mike Hunter	Refund overpayment cit 7202504900
Ad Hoc Payment	Check	24506	8/18/2021	90.07	Monica L Curtis	Utility Refunds: 0500002490-02
Ad Hoc Payment	Check	24507	8/18/2021	110.04	Nichole Stern	Utility Refunds: 0048332509-01
Ad Hoc Payment	Check	24508	8/18/2021	196.09	Norman Transeth	RES-303872
Ad Hoc Payment	Check	24509	8/18/2021	90.00	Pho Brothers LLC	Refund Bus lic covid 19 sur char prog acct 6047667170010001
Ad Hoc Payment	Check	24510	8/18/2021	43.00	Port of Vancouver	Cust# 404689/ Inv# 77014138 replace lost chk 2744
Ad Hoc Payment	Check	24511	8/18/2021	41.79	Prominent Escrow Services	CK 578133 REPLACE CHK 2454
Ad Hoc Payment	Check	24512	8/18/2021	61.62	Prominent Escrow Services	CK 578391 REPLACE chk 2453
Ad Hoc Payment	Check	24513	8/18/2021	31.18	Prominent Escrow Services	Check 585086 REPLACE chk 12560
Ad Hoc Payment	Check	24514	8/18/2021	1,622.50	Ralph Thompson Estate	Ralph Thompson Funeral and Final Med B reimb
Ad Hoc Payment	Check	24515	8/18/2021	94.94	Richard and Kathy Harvey	Utility Refunds: 0000005643-04
Ad Hoc Payment	Check	24516	8/18/2021	127.37	Robert Shea	Utility Refunds: 0028009800-12
Ad Hoc Payment	Check	24517	8/18/2021	195.87	Samuel Madison	Utility Refunds: 0126008630-08
Ad Hoc Payment	Check	24518	8/18/2021	30.00	Scott Holzinger	ROW-287469
Ad Hoc Payment	Check	24519	8/18/2021	50.00	Shannon Pelesasa	Refund overpayment cit 7202906740
Ad Hoc Payment	Check	24520	8/18/2021	137.93	Tatiana Kovalevska	Utility Refunds: 0000005928-02
Ad Hoc Payment	Check	24521	8/18/2021	100.00	Thai Line Imports	Refund alarm billing acct 18507 inv 99440513
Ad Hoc Payment	Check	24522	8/18/2021	38.51	The Weekley Group of Companies	Utility Refunds: 0500004343-01
Ad Hoc Payment	Check	24523	8/18/2021	87.00	Ventas Realty Limited Partnership	Refund CIVIGOV cust dup paymt INV 77033258 cust 278399
Ad Hoc Payment	Check	24524	8/18/2021	168.00	Wilborne,Starr K	Utility Refunds: 0066037130-11 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	24525	8/18/2021	280.00	Wildfin Restaurant	Refund alarm billing acct 20025 inv 99442862
Customer Refund	Check	24526	8/18/2021	369.81	AT&T NETWORK REAL ESTATE ADMINISTRATION	Refund for overpayment
Customer Refund	Check	24527	8/18/2021	62.52	KEVIN MORGAN	Refund for over payment
Customer Refund	Check	24528	8/18/2021	40.00	PLATT AUTO GROUP	Refund for NSF fee
Supplier Payment	Check	24529	8/18/2021	5,400.00	Action Onsite Inc	

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Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Check	24530	8/18/2021	11,514.02	Action Technology Systems	
Supplier Payment	Check	24531	8/18/2021	1,005.46	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	24532	8/18/2021	60.90	American Sani-Can	
Supplier Payment	Check	24533	8/18/2021	12,284.92	Arborscape Ltd Inc	
Supplier Payment	Check	24534	8/18/2021	675.00	Bretley Christie	
Supplier Payment	Check	24535	8/18/2021	4,630.25	Francisco	
Supplier Payment	Check	24536	8/18/2021	3,134.80	Cadman Materials - Remit-To: Cadman - Chicago	
Supplier Payment	Check	24537	8/18/2021	120.03	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	24538	8/18/2021	12,768.19	CFM Strategic Communications Inc	
Supplier Payment	Check	24539	8/18/2021	53.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	24540	8/18/2021	213.00	City of Vancouver - Remit-To: COV - Vehicle Reg	
Supplier Payment	Check	24541	8/18/2021	5,908.63	Columbia Resource Company	
Supplier Payment	Check	24542	8/18/2021	4,247.23	Columbia West Engineering	
Supplier Payment	Check	24543	8/18/2021	109.92	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	24544	8/18/2021	151.11	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	24545	8/18/2021	139.51	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	24546	8/18/2021	84,048.08	Del Sol Inc	
Supplier Payment	Check	24547	8/18/2021	100.00	Dominic Hunter	
Supplier Payment	Check	24548	8/18/2021	275.00	ERF Company Inc	
Supplier Payment	Check	24549	8/18/2021	850.00	Examworks Inc	
Supplier Payment	Check	24550	8/18/2021	11,012.50	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	24551	8/18/2021	117.00	Foster Garvey PC	
Supplier Payment	Check	24552	8/18/2021	312.00	H&H Wood Recyclers	
Supplier Payment	Check	24553	8/18/2021	9,748.73	H D Fowler Company Inc	
Supplier Payment	Check	24554	8/18/2021	7,135.62	Herrera Environmental Consultants Inc	
Supplier Payment	Check	24555	8/18/2021	510.00	Inez Sofie	
Supplier Payment	Check	24556	8/18/2021	97,345.58	Jeffrey Barrar PS	
Supplier Payment	Check	24557	8/18/2021	1,000.00	Jessica Leigh Graff	
Supplier Payment	Check	24558	8/18/2021	50,938.56	Kamron Hedval	
Supplier Payment	Check	24559	8/18/2021	639,569.26	Kirby Nagelhout Construction Company	
Supplier Payment	Check	24560	8/18/2021	488.25	Mini Mix Concrete Inc	
Supplier Payment	Check	24561	8/18/2021	4,203.79	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	24562	8/18/2021	47.00	Northwest Cascade Inc	
Supplier Payment	Check	24563	8/18/2021	101,982.22	Northwest Construction General Contracting Inc	
Supplier Payment	Check	24564	8/18/2021	4,685.85	Portland	
Supplier Payment	Check	24565	8/18/2021	12,802.03	Portland	
Supplier Payment	Check	24566	8/18/2021	4,127.50	Pacifica Law Group LLP	
Supplier Payment	Check	24567	8/18/2021	5,780.29	Parametrix, Inc	
Supplier Payment	Check	24568	8/18/2021	4,770.46	Passport Labs Inc. - Remit-To: Passport Labs Inc	
Supplier Payment	Check	24569	8/18/2021	3,440.88	PPC Solutions Inc	
Supplier Payment	Check	24570	8/18/2021	430.00	Public Safety Testing Inc	
Supplier Payment	Check	24571	8/18/2021	281.81	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	24572	8/18/2021	106.10	Stericycle Inc	
Supplier Payment	Check	24573	8/18/2021	2,085.41	Sun Badge Company	
Supplier Payment	Check	24574	8/18/2021	2,190.00	Synarchy Science LLC	
Supplier Payment	Check	24575	8/18/2021	13,979.33	The Salvation Army	
Supplier Payment	Check	24576	8/18/2021	1,191.33	Triple J Enterprises	
Supplier Payment	Check	24577	8/18/2021	277.52	United Parcel Service	
Supplier Payment	Check	24578	8/18/2021	1,402.50	US Bank - Remit-To: US Bank - St Paul	
Supplier Payment	Check	24579	8/18/2021	474.69	Walter E Nelson Company	
Supplier Payment	Check	24580	8/18/2021	4,047.50	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	24581	8/18/2021	42.57	Wex Bank	
Supplier Payment	Check	24582	8/18/2021	590,024.09	Workday Inc	
Supplier Payment	Check	24583	8/18/2021	422.34	WSP USA Inc. - Remit-To: WSP USA Inc. Dallas	
Supplier Payment	Check	24584	8/18/2021	113,368.81	State of Washington Department of Labor and Industries	
Supplier Payment	Check	24585	8/18/2021	122,972.63	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	24586	8/25/2021	8,088.43	Aflac	

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Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Check	24587	8/25/2021	4,956.67	AFSCME Local #307	
Supplier Payment	Check	24588	8/25/2021	22,095.28	IAFF Local #452	
Supplier Payment	Check	24589	8/25/2021	712.50	IAM Local #1374	
Supplier Payment	Check	24590	8/25/2021	8,245.20	Life Insurance Company of North America	
Supplier Payment	Check	24591	8/25/2021	525.00	MFS Service Center Inc	
Supplier Payment	Check	24592	8/25/2021	3,984.01	OPEIU Local #11	
Supplier Payment	Check	24593	8/25/2021	576.00	Teamsters Local #58	
Supplier Payment	Check	24594	8/25/2021	297.50	UA Local #290	
Supplier Payment	Check	24595	8/25/2021	2,668.80	Western Conference of Teamsters	
Supplier Payment	Check	24596	8/25/2021	1,109.52	Western Metal Industry Pension Plan	
Ad Hoc Payment	Check	24597	8/25/2021	60.51	Aaron Beretta	MPE-302997
Ad Hoc Payment	Check	24598	8/25/2021	25.81	Amy E Brown	Prorate Mem Refund
Ad Hoc Payment	Check	24599	8/25/2021	2,011.26	Bennett,Alice	Utility Refunds: 0028037000-05
Ad Hoc Payment	Check	24600	8/25/2021	50.00	Better Foods Land Investments Co	refund CIVICGOV REPLACE CHK 12656
Ad Hoc Payment	Check	24601	8/25/2021	187.50	Bonneville Power Administration	Voucher # 2000376-082
Ad Hoc Payment	Check	24602	8/25/2021	233.37	Brennan Homes LLC	Utility Refunds: 0048068659-02
Ad Hoc Payment	Check	24603	8/25/2021	9.48	Carol McLagan	Membership Refund
Ad Hoc Payment	Check	24604	8/25/2021	88.26	Christopher Slovick	MPE-303182
Ad Hoc Payment	Check	24605	8/25/2021	1,638.08	Cutting Edge Contracting Inc	CMI-304150
Ad Hoc Payment	Check	24606	8/25/2021	847.69	David Seitz	Claim Payment - DOL: 04/30/21 - Risk
Ad Hoc Payment	Check	24607	8/25/2021	227.83	David Sowder	Utility Refunds: 0039073105-01
Ad Hoc Payment	Check	24608	8/25/2021	29.00	Dolores Dunn	Membership Cancellation Refund
Ad Hoc Payment	Check	24609	8/25/2021	278.50	EKECHUKU,CHINYERE	Utility Refunds: 0101001534-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	24610	8/25/2021	914.80	Enrique Mattison	Claim Payment - DOL: 12/03/20 - Risk
Ad Hoc Payment	Check	24611	8/25/2021	221.35	ESCHMAN,JULIA	Utility Refunds: 0161012010-02
Ad Hoc Payment	Check	24612	8/25/2021	179.43	Evanoff,George and Nancy	Utility Refunds: 0066022500-21
Ad Hoc Payment	Check	24613	8/25/2021	94.57	Evanoff,Nancy	Utility Refunds: 0066022500-21 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	24614	8/25/2021	15.19	GARRISON,DOMINIQUE	Utility Refunds: 0025012100-11
Ad Hoc Payment	Check	24615	8/25/2021	209.72	GJJ Enterprises LLC	Utility Refunds: 0049083609-10
Ad Hoc Payment	Check	24616	8/25/2021	315.00	Harper's Playground	Refund for Permit #R8386
Ad Hoc Payment	Check	24617	8/25/2021	35.92	Hurst,Tracy and Margaret	Utility Refunds: 0141005818-03
Ad Hoc Payment	Check	24618	8/25/2021	20.00	John Webster	Refund Alarm Billing Acct #14167 INV #99409655
Ad Hoc Payment	Check	24619	8/25/2021	124.00	KARLA BOND	VOUCHER 2008505.030
Ad Hoc Payment	Check	24620	8/25/2021	1,739.00	Kim Olsen	Forfeiture Case 2313-3013 REPLACE LOST CHK 10766
Ad Hoc Payment	Check	24621	8/25/2021	100.00	Lucia Gonon	210802 Treefund
Ad Hoc Payment	Check	24622	8/25/2021	29.00	Macie Miller	Membership Cancellation Refund
Ad Hoc Payment	Check	24623	8/25/2021	59.99	Mendez,Virginia	Utility Refunds: 0019043501-01
Ad Hoc Payment	Check	24624	8/25/2021	34.00	MICHAELA CURTIS-JOYCE	Registration Error - After Sch Prg
Ad Hoc Payment	Check	24625	8/25/2021	110.53	MICHELLE L AND MARCUS L MAHLER	Utility Refunds: 0000001718-02
Ad Hoc Payment	Check	24626	8/25/2021	438.55	Mike Patterson	Mbrshp Refund -Elizabeth M
Ad Hoc Payment	Check	24627	8/25/2021	198.43	MT PARK INVESTORS LLC	Utility Refunds: 0000008553-02
Ad Hoc Payment	Check	24628	8/25/2021	6,011.99	Nates Plumbing Inc	SCIP Long 13012 NE 17th St INV 33298
Ad Hoc Payment	Check	24629	8/25/2021	18.83	NGOC DUNG LAM	Utility Refunds: 0000002412-03
Ad Hoc Payment	Check	24630	8/25/2021	7,323.60	Pacific Siteworks LLC	SCIP Luna 15016 NE 39th St INV #1430
Ad Hoc Payment	Check	24631	8/25/2021	62.36	Portland Cash Buyers LLC	Utility Refunds: 0044081650-01
Ad Hoc Payment	Check	24632	8/25/2021	22.63	Queen of Peace Bookstore	Utility Refunds: 0028037000-05
Ad Hoc Payment	Check	24633	8/25/2021	20.97	Richard Frymire	Refund: Permit rtn COV09444
Ad Hoc Payment	Check	24634	8/25/2021	8,413.09	Sark Point Inc	SCIP Starke 308 NE 124th Ave INV #1170
Ad Hoc Payment	Check	24635	8/25/2021	13,725.25	Sark Point Inc	SCIP Anderson 7906 NE 32nd St INV #1152
Ad Hoc Payment	Check	24636	8/25/2021	4,124.62	Scott Lee Excavating, Inc	SCIP Hanson 7219 NE 133rd Ave INV #32267
Ad Hoc Payment	Check	24637	8/25/2021	16.90	SHEA,ROBERT	Utility Refunds: 0028009800-12
Ad Hoc Payment	Check	24638	8/25/2021	290.00	STAR BEAR INVESTMENTS, LLC	COVID-19 Bus Lic Fee Refund - REPLACE LOST CHK 13013
Ad Hoc Payment	Check	24639	8/25/2021	138.80	Steven M Jensen	Utility Refunds: 0000004045-02
Ad Hoc Payment	Check	24640	8/25/2021	1,000.00	STOFIEL,JOHN	Utility Refunds: 0038040600-02
Ad Hoc Payment	Check	24641	8/25/2021	51.70	The Estate of Eric Caldwell	Utility Refunds: 0500001472-02

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Ad Hoc Payment	Check	24642	8/25/2021	107.22	THE ESTATE OF LISA PICKRELL	Utility Refunds: 0069074764-01
Ad Hoc Payment	Check	24643	8/25/2021	56.07	The Mary Barbara Meyers Revocable Trust,U/A/D	Utility Refunds: 0008030800-06
Ad Hoc Payment	Check	24644	8/25/2021	159.98	THE ZHONG AND YE FAMILY LIVING TRUST	Utility Refunds: 0146407400-03
Ad Hoc Payment	Check	24645	8/25/2021	500.00	Union HS Grad Party 2021	Refund for Permit #R9341
Ad Hoc Payment	Check	24646	8/25/2021	718.83	Vancouver Housing Authority	CMI-303716
Ad Hoc Payment	Check	24647	8/25/2021	20.00	Vancouver VA LLC	Refund: Alarm Billing Acct#21990 INV#99443040
Ad Hoc Payment	Check	24648	8/25/2021	130.90	Vik,Teri Lyn	Utility Refunds: 0126008220-01
Ad Hoc Payment	Check	24649	8/25/2021	1,300.00	Wallway,David	Utility Refunds: 0015005613-03
Ad Hoc Payment	Check	24650	8/25/2021	130.00	Young,John P	Utility Refunds: 0061099240-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	24651	8/25/2021	93.24	Yvonne M Trainor	Utility Refunds: 0500001515-02
Ad Hoc Payment	Check	24652	8/25/2021	306.73	Zimmerman,Annette and Richard	Utility Refunds: 0034020200-02
Supplier Payment	Check	24653	8/25/2021	13,020.00	Able Fence Company Inc	
Supplier Payment	Check	24654	8/25/2021	2,292.19	A-Check America Inc	
Supplier Payment	Check	24655	8/25/2021	510.00	Advantage Environmental Inc	
Supplier Payment	Check	24656	8/25/2021	28,015.96	Allegiance Benefit Plan Management Inc	
Supplier Payment	Check	24657	8/25/2021	6,422.50	Atlanta	
Supplier Payment	Check	24658	8/25/2021	130.20	American Sani-Can	
Supplier Payment	Check	24659	8/25/2021	220.00	Amex Products Inc	
Supplier Payment	Check	24660	8/25/2021	1,828.23	Anderson Glass Co	
Supplier Payment	Check	24661	8/25/2021	15,187.99	APGN Inc	
Supplier Payment	Check	24662	8/25/2021	138.16	Pasadena	
Supplier Payment	Check	24663	8/25/2021	7,676.38	Arborscape Ltd Inc	
Supplier Payment	Check	24664	8/25/2021	1,077.08	Archaeological Services LLC	
Supplier Payment	Check	24665	8/25/2021	17,206.78	Bank Of America N.A. - Remit-To: Account Analysis	
Supplier Payment	Check	24666	8/25/2021	468.71	Bound Tree Medical LLC	
Supplier Payment	Check	24667	8/25/2021	54,224.08	Brightview Holdings Inc	
Supplier Payment	Check	24668	8/25/2021	4,857.32	Francisco	
Supplier Payment	Check	24669	8/25/2021	3,517.00	BSK Associates - Remit-To: Supplier BSK Associates	
Supplier Payment	Check	24670	8/25/2021	4,342.54	Carin S. Schienberg	
Supplier Payment	Check	24671	8/25/2021	2,032.28	Cascade Centers Inc	
Supplier Payment	Check	24672	8/25/2021	4,072.50	CBG Communications Inc	
Supplier Payment	Check	24673	8/25/2021	29,865.54	CECO Inc	
Supplier Payment	Check	24674	8/25/2021	41.99	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	24675	8/25/2021	6,160.80	City of Portland - Remit-To: City of Portland - General AR	
Supplier Payment	Check	24676	8/25/2021	87.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	24678	8/25/2021	687.28	Clark Public Utility District No. 1	
Supplier Payment	Check	24679	8/25/2021	553.89	Clark Public Utility District No. 1	
Supplier Payment	Check	24680	8/25/2021	660.59	Clark Public Utility District No. 1	
Supplier Payment	Check	24681	8/25/2021	736.84	Clark Public Utility District No. 1	
Supplier Payment	Check	24682	8/25/2021	1,232.30	Clark Public Utility District No. 1	
Supplier Payment	Check	24683	8/25/2021	535.81	Clark Public Utility District No. 1	
Supplier Payment	Check	24684	8/25/2021	3,414.96	Columbia Resource Company	
Supplier Payment	Check	24685	8/25/2021	114.92	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	24686	8/25/2021	188.29	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	24687	8/25/2021	1,272.34	Corporate Translation Services Inc	
Supplier Payment	Check	24688	8/25/2021	333.25	Courier Northwest	
Supplier Payment	Check	24689	8/25/2021	972.72	CUES Inc - Remit-To: CUES Inc - Cincinnati	
Supplier Payment	Check	24690	8/25/2021	80,037.25	Del Sol Inc	
Supplier Payment	Check	24691	8/25/2021	922.26	Distinctive Landscape LLC	
Supplier Payment	Check	24692	8/25/2021	300.00	Dominic Hunter	
Supplier Payment	Check	24693	8/25/2021	352.21	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	24694	8/25/2021	4,157.25	GeoDesign Inc	
Supplier Payment	Check	24695	8/25/2021	582.23	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	24696	8/25/2021	3,499.11	H D Fowler Company Inc	
Supplier Payment	Check	24697	8/25/2021	2,718.59	HDR Engineering Inc	
Supplier Payment	Check	24698	8/25/2021	24,419.31	Herrera Environmental Consultants Inc	
Supplier Payment	Check	24699	8/25/2021	6,249.99	Hispanic Metropolitan Chamber	

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Check	24700	8/25/2021	8,750.00	Hyas Group LLC	
Supplier Payment	Check	24701	8/25/2021	1,131.39	Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh	
Supplier Payment	Check	24702	8/25/2021	2,685.57	Inventus Media LLC	
Supplier Payment	Check	24703	8/25/2021	249.33	J-2 Blueprint Supply Co.	
Supplier Payment	Check	24704	8/25/2021	17,316.30	Jacobs Engineering Group Inc	
Supplier Payment	Check	24705	8/25/2021	6,285.51	Janus Youth Programs Inc	
Supplier Payment	Check	24706	8/25/2021	50.00	J D Fulwiler & Company Insurance Inc.	
Supplier Payment	Check	24707	8/25/2021	1,500.00	Jeff Ellis & Associates	
Supplier Payment	Check	24708	8/25/2021	20.00	Kaiser Permanente	
Supplier Payment	Check	24709	8/25/2021	7,645.00	Kearns & West Inc	
Supplier Payment	Check	24710	8/25/2021	8,415.50	Keller Associates Inc	
Supplier Payment	Check	24711	8/25/2021	7,254.23	Kittelson & Associates Inc	
Supplier Payment	Check	24712	8/25/2021	27.88	Kronos Incorporated - Remit-To: Atlanta	
Supplier Payment	Check	24713	8/25/2021	1,429,137.78	Lakeside Industries Inc	
Supplier Payment	Check	24714	8/25/2021	520.00	Legacy Laboratory Services Inc	
Supplier Payment	Check	24715	8/25/2021	450.00	Marquam Group LTD	
Supplier Payment	Check	24716	8/25/2021	360.00	Michael's Messenger Service Inc	
Supplier Payment	Check	24717	8/25/2021	236.89	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	24718	8/25/2021	17,980.82	Murray Smith Inc	
Supplier Payment	Check	24719	8/25/2021	195.88	Northwest Cascade Inc	
Supplier Payment	Check	24720	8/25/2021	238.84	Portland	
Supplier Payment	Check	24721	8/25/2021	55,663.01	Portland	
Supplier Payment	Check	24722	8/25/2021	6,218.28	Olson Brothers Pro-Vac, LLC	
Supplier Payment	Check	24723	8/25/2021	10,596.06	Co	
Supplier Payment	Check	24724	8/25/2021	4,600.00	Pacific Talent Inc	
Supplier Payment	Check	24725	8/25/2021	8,840.00	Parkeon	
Supplier Payment	Check	24726	8/25/2021	7,195.29	Physio-Control Inc - Remit-To: Stryker Medical	
Supplier Payment	Check	24727	8/25/2021	5,410.52	Pitney Bowes Inc	
Supplier Payment	Check	24728	8/25/2021	733.64	Portland Adventist Medical Center	
Supplier Payment	Check	24729	8/25/2021	5,628.36	PPC Solutions Inc	
Supplier Payment	Check	24730	8/25/2021	2,000.00	Public Safety Testing Inc	
Supplier Payment	Check	24731	8/25/2021	8,270.79	Qwest Corp - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	24732	8/25/2021	275.99	Retail Lockbox Inc	
Supplier Payment	Check	24733	8/25/2021	200.00	Riverview Community Bank	
Supplier Payment	Check	24734	8/25/2021	18,211.20	SafeFire LLC	
Supplier Payment	Check	24735	8/25/2021	33,602.45	Selectron Technologies	
Supplier Payment	Check	24736	8/25/2021	2,636.56	Soha Sign	
Supplier Payment	Check	24737	8/25/2021	5.78	State of Oregon Department of Transportation - Remit-To: OR DMV - Salem	
Supplier Payment	Check	24738	8/25/2021	4,979.33	State of Washington Department of Employment Security - Remit-To: State of Washington Department of Employment	
Supplier Payment	Check	24739	8/25/2021	242.10	State of Washington Department of Labor & Industries - Remit-To: State of WA LNI - Boiler Pressure Vessel	
Supplier Payment	Check	24740	8/25/2021	129.23	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Check	24741	8/25/2021	1,608.28	State of Washington State Patrol	
Supplier Payment	Check	24742	8/25/2021	21,923.07	Summerhill Trucking	
Supplier Payment	Check	24743	8/25/2021	700.00	Synarchy Science LLC	
Supplier Payment	Check	24744	8/25/2021	1,352.75	Tierra Right of Way Services LTD	
Supplier Payment	Check	24745	8/25/2021	1,815.00	Triangle Resources Inc	
Supplier Payment	Check	24746	8/25/2021	70.39	United Parcel Service	
Supplier Payment	Check	24747	8/25/2021	844.76	United States Dosimetry Technology Inc	
Supplier Payment	Check	24748	8/25/2021	10,000.00	United States Postal Service - Remit-To: United States Postal Service Carol Stream IL	
Supplier Payment	Check	24749	8/25/2021	675.00	Urgent Medical Center	
Supplier Payment	Check	24750	8/25/2021	13,256.59	Vancouver School District #37	
Supplier Payment	Check	24751	8/25/2021	310.00	Veritext LLC - Remit-To: Veritext LLC	
Supplier Payment	Check	24752	8/25/2021	9,141.99	Walter E Nelson Company	
Supplier Payment	Check	24753	8/25/2021	4,458.24	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	24754	8/25/2021	189.59	Western Equipment Distributors - Remit-To: Western Equipment - Los Angeles	

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Check	24755	8/25/2021	600.00	Willis Towers Watson Insurance Services West inc	
Supplier Payment	Check	24756	8/25/2021	41,919.34	Wilson Oil Inc	
Supplier Payment	Check	24757	8/25/2021	7,425.53	Wire Works LLC	
Supplier Payment	Check	24758	8/25/2021	2,584.18	WSP USA Inc. - Remit-To: WSP USA Inc. Dallas	
Supplier Payment	Check	24759	8/25/2021	380.69	WW Grainger Inc	
Supplier Payment	Check	24760	8/25/2021	13,363.75	Xchange Recovery	
Supplier Payment	Check	24761	8/25/2021	78.66	Portland	
Supplier Payment	Check	24762	8/25/2021	40.73	Ziply Fiber	
Supplier Payment	Check	24763	8/25/2021	55,792.00	Angelo Property CO., LP	
Supplier Payment	Check	24764	8/25/2021	942.33	Broadway Investors LLC	
Supplier Payment	Check	24765	8/25/2021	9,863.45	Brown & Wilson Partnership LLC	
Supplier Payment	Check	24766	8/25/2021	8,935.28	Esther Short Commons LLP	
Supplier Payment	Check	24767	8/25/2021	34,717.56	Life Insurance Company of North America	
Supplier Payment	Check	24768	8/25/2021	600.00	Nagra & Atwal Corporation	
Supplier Payment	Check	24769	8/25/2021	4,417.72	Pearson Lease	
Supplier Payment	Check	24770	8/25/2021	1,466.95	Iowa Department of Revenue	
Ad Hoc Payment	Check	24771	9/1/2021	82.08	Andrew Waldner	Replace voided wage chk 2390 dtd 2-25-20
Ad Hoc Payment	Check	24772	9/1/2021	40.00	Arnold Myles / Cortonio Smith Myles	Refund: Alarm Billing acct 1899 invoice 99364639 ARNOLD MYLES/CORTONIO SMITH MYLES
Ad Hoc Payment	Check	24773	9/1/2021	2,119.78	Audreyauna Hing	Replace lost wage chk 2585 dtd 5-8-20
Ad Hoc Payment	Check	24774	9/1/2021	696.29	Avenu Insights & Analytics/Muniservices	Refund Business Lic fees
Ad Hoc Payment	Check	24775	9/1/2021	4,727.00	Catholic Community Services of Western Washington	Refund: Recurring invoices Tower Mall Leases deposit.
Ad Hoc Payment	Check	24776	9/1/2021	20.00	CECILIA MARTIN / SAM FORMICHELLA	Refund: alarm billing act 20550 inv 99440721 MARTIN/FORMICHELLA
Ad Hoc Payment	Check	24777	9/1/2021	375.34	Chandan Gosala	Refund COV10655 lot 18/P3
Ad Hoc Payment	Check	24778	9/1/2021	600.00	Clark County Title	Refund: Reconveyance request Rolfs & Jones
Ad Hoc Payment	Check	24779	9/1/2021	234.55	CROSBY,DANIEL AND NEZA	Utility Refunds: 0074000365-07
Ad Hoc Payment	Check	24780	9/1/2021	59.51	Crown Electric	MPE-306349
Ad Hoc Payment	Check	24781	9/1/2021	59.51	Crown Electric	MPE-306139
Ad Hoc Payment	Check	24782	9/1/2021	59.51	Crown Electric	MPE-305987
Ad Hoc Payment	Check	24783	9/1/2021	34.04	Demetria R and Chad J Edwards	Utility Refunds: 0147000820-05
Ad Hoc Payment	Check	24784	9/1/2021	130.18	Diana M Sermone Trust	Utility Refunds: 0151001320-02
Ad Hoc Payment	Check	24785	9/1/2021	35.49	Diane M Chan, Peter C Chan and,Lau Doris Man-Yee	Utility Refunds: 0027022800-01
Ad Hoc Payment	Check	24786	9/1/2021	92.00	DIAZ, DEREK	Summer activity cancelled due to COVID REPLACE CHK 12699
Ad Hoc Payment	Check	24787	9/1/2021	900.00	Ducktales Kitchen LLC	Refund: Bus Lic Fees COVID-19 Surch Ref Pro
Ad Hoc Payment	Check	24788	9/1/2021	88.87	Dykeman, Sharon	Utility Refunds: 0042008200-09
Ad Hoc Payment	Check	24789	9/1/2021	1,000.00	ELLIS,TERESA	Utility Refunds: 0061043500-06
Ad Hoc Payment	Check	24790	9/1/2021	142.41	Estate of John M Cioeta	Utility Refunds: 0107002076-01
Ad Hoc Payment	Check	24791	9/1/2021	33.26	GINN GROUP	Utility Refunds: 0500004730-01
Ad Hoc Payment	Check	24792	9/1/2021	142.86	Ginn Property Management LLC	Utility Refunds: 0500004273-01
Ad Hoc Payment	Check	24793	9/1/2021	900.00	Gustav's Vancouver INC	Refund: Bus Lic Fees COVID-19 Surcharge Ref Pro.
Ad Hoc Payment	Check	24794	9/1/2021	255.26	HANSEN,JEFF AND LISSA	Utility Refunds: 0000008776-02
Ad Hoc Payment	Check	24795	9/1/2021	100.00	Helen Mckechnie	Refund: Alarm billing Acct #3921 Inv #99448100
Ad Hoc Payment	Check	24796	9/1/2021	200.42	Herontide LLC	Utility Refunds: 0000004084-02
Ad Hoc Payment	Check	24797	9/1/2021	19.50	Jalloul B and Tatyana Jedidi	Utility Refunds: 0066069539-03
Ad Hoc Payment	Check	24798	9/1/2021	236.66	James Mole	Utility Refunds: 0000006462-01
Ad Hoc Payment	Check	24799	9/1/2021	205.04	Joseph and Suzanne Cardinale	Utility Refunds: 0111043230-05
Ad Hoc Payment	Check	24800	9/1/2021	788.00	Karen Martinez	Permit #R-9705 - Refund for cancellation
Ad Hoc Payment	Check	24801	9/1/2021	93.48	Katherine Sorensen	Replace lost wage chk 1794 dtd 10-10-19
Ad Hoc Payment	Check	24802	9/1/2021	25.00	Kathryn Feustel	Refund: overpayment of citation 7202505313 Kathryn Feustel
Ad Hoc Payment	Check	24803	9/1/2021	32,908.99	Mahlum Architects	CMI-306652
Ad Hoc Payment	Check	24804	9/1/2021	83.00	Matt Woodstock and Brandi Babb	Utility Refunds: 0069081140-12
Ad Hoc Payment	Check	24805	9/1/2021	82.00	MCCONNELL, JESSIE	Summer activity cancelled due to COVID replace chk 12800
Ad Hoc Payment	Check	24806	9/1/2021	20.00	Michael & Tonya Flaming	Refund: alarm billing acct 20572 inv 99440725 FLAMING

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Ad Hoc Payment	Check	24807	9/1/2021	67.01	Michael and Dana Mullins	Utility Refunds: 0080002200-03
Ad Hoc Payment	Check	24808	9/1/2021	94.94	Mid County Management	Utility Refunds: 0056075700-05
Ad Hoc Payment	Check	24809	9/1/2021	78.00	Norman Moore	Utility Refunds: 0074016999-16
Ad Hoc Payment	Check	24810	9/1/2021	13.32	Paquita K Rupp	Utility Refunds: 0055036500-01
Ad Hoc Payment	Check	24811	9/1/2021	27.77	Patricia Dilworth	RES-305663
Ad Hoc Payment	Check	24812	9/1/2021	54.37	Patrick Callahan and Havilah Debell	Utility Refunds: 0026004700-03
Ad Hoc Payment	Check	24813	9/1/2021	20.00	PCS	Refund: alarms billing acct 21261 inv 99435849 FRONTIER PUBLIC HOUSE
Ad Hoc Payment	Check	24814	9/1/2021	150.00	PCS	Refund: alarm billing acct 21171 inv 99433144 ROSEMARY/JACOB HENDRIX
Ad Hoc Payment	Check	24815	9/1/2021	40.00	PCS	Refund: alarms billing acct 22143 inv 99435855 & 99429720 LAS PALMAS GROCERY STORE LLC
Ad Hoc Payment	Check	24816	9/1/2021	40.00	PCS	Refund: alarm billing acct 51867 inv 99433713 & 99439731 ROBERT WAGNER
Ad Hoc Payment	Check	24817	9/1/2021	40.00	PCS	Refund: Alarm billing Acct 50967 Inv 99434710 & 99439715 DOT COM VAPOR
Ad Hoc Payment	Check	24818	9/1/2021	40.00	PCS	Refund: Alarm Billing acct 51313 inv 99343738 & inv 99439720 DOT COM VAPOR
Ad Hoc Payment	Check	24819	9/1/2021	40.00	PCS	Refund: Alarm billing acct 51314 inv 99434740 & inv 99439721 DOT COM VAPOR
Ad Hoc Payment	Check	24820	9/1/2021	470.00	PURITY COSMETICS INC.	COVID-19 Bus Lic Fee Refund - REPLACE lost chk 12562
Ad Hoc Payment	Check	24821	9/1/2021	244.61	Raisa and Alexandr Sidorenko	Utility Refunds: 0118014049-01
Ad Hoc Payment	Check	24822	9/1/2021	35.00	Rene Rivera Solis	Refund: citation 7202504866 Rene Rivera Solis
Ad Hoc Payment	Check	24823	9/1/2021	59.43	Ross Pacific Management	Utility Refunds: 0112081030-04 REPLACE CHK 6871
Ad Hoc Payment	Check	24824	9/1/2021	53.00	Sea Mar Community Health	Refund: CIVICGOV cust 110805 inv 77032188
Ad Hoc Payment	Check	24825	9/1/2021	1,800.00	Stack Burger #6 LLC	Refund: Bus Lic Fees COVID-19 Surch Ref Pro
Ad Hoc Payment	Check	24826	9/1/2021	4.92	Team Construction	Utility Refunds: 0000008507-03
Ad Hoc Payment	Check	24827	9/1/2021	38,472.77	Tetra Pak Materials LLC	Utility Refunds: 0014088206-01 REPLACE lost chk 19700
Ad Hoc Payment	Check	24828	9/1/2021	32.88	THE KENNETH D HANES TRUST	Utility Refunds: 0058045000-19
Ad Hoc Payment	Check	24829	9/1/2021	26.67	The Kenneth F Kreitz Revocable Living Trust	Utility Refunds: 0141004696-03
Ad Hoc Payment	Check	24830	9/1/2021	115.00	Todd Moothart	Refund: ACH Permit Payment COV 09958 Todd Moothart
Ad Hoc Payment	Check	24831	9/1/2021	2,880.00	Wildfin Northwest #5 LLC	Refund: Bus Lic Fees COVID-19 Surch Ref Pro
Ad Hoc Payment	Check	24832	9/1/2021	20.00	WY' EAST POINTE	Refund: alarm billing act 9065 inv 99445626 WY' EAST POINTE
Ad Hoc Payment	Check	24833	9/1/2021	71.74	Yekaterina and Dmitry Fedotov	Utility Refunds: 0000003469-02
Supplier Payment	Check	24834	9/1/2021	79.90	Airgas, Inc	
Supplier Payment	Check	24835	9/1/2021	2,382.66	Allegiance Benefit Plan Management Inc	
Supplier Payment	Check	24836	9/1/2021	7,400.00	Atlanta	
Supplier Payment	Check	24837	9/1/2021	60.00	American Sani-Can	
Supplier Payment	Check	24838	9/1/2021	138.16	Pasadena	
Supplier Payment	Check	24839	9/1/2021	846.30	Arborscape Ltd Inc	
Supplier Payment	Check	24840	9/1/2021	1,016.36	Ballard Marine Construction LLC	
Supplier Payment	Check	24841	9/1/2021	410.00	Castle Tire Disposal LLC	
Supplier Payment	Check	24842	9/1/2021	70.03	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	24843	9/1/2021	106.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	24844	9/1/2021	24,656.66	Clary Longview LLC	
Supplier Payment	Check	24845	9/1/2021	181.52	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	24846	9/1/2021	406.50	Craig and Julie Pfeifer	
Supplier Payment	Check	24847	9/1/2021	6,300.00	Davidson Benefits Planning	
Supplier Payment	Check	24848	9/1/2021	262.00	Dex Media West	
Supplier Payment	Check	24849	9/1/2021	5,622.50	Financial Consulting Solutions Group Inc	
Supplier Payment	Check	24850	9/1/2021	2,522.16	Gallagher Bassett Services Inc	
Supplier Payment	Check	24851	9/1/2021	3,976.56	Global Transportation Engineering Corporation	
Supplier Payment	Check	24852	9/1/2021	1,821.34	Governmentjobs.com	
Supplier Payment	Check	24853	9/1/2021	6,201.45	Gray & Osborne Inc	

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Check	24854	9/1/2021	23,735.68	Halbert Construction Services LLC	
Supplier Payment	Check	24855	9/1/2021	790.98	HDR Engineering Inc	
Supplier Payment	Check	24856	9/1/2021	6,929.56	Insta-Pipe Inc	
Supplier Payment	Check	24857	9/1/2021	4,904.21	Key Code Media, Inc	
Supplier Payment	Check	24858	9/1/2021	11,480.51	Kittelson & Associates Inc	
Supplier Payment	Check	24859	9/1/2021	74.30	Legacy Laboratory Services Inc	
Supplier Payment	Check	24860	9/1/2021	7,962.57	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	24861	9/1/2021	983.00	Northwest Cascade Inc	
Supplier Payment	Check	24862	9/1/2021	22.00	Portland	
Supplier Payment	Check	24863	9/1/2021	5,979.78	Northwest Staffing Resources Inc	
Supplier Payment	Check	24864	9/1/2021	18,606.11	Portland	
Supplier Payment	Check	24865	9/1/2021	11,487.98	Oldcastle Precast Inc	
Supplier Payment	Check	24866	9/1/2021	26,353.59	Parametrix, Inc	
Supplier Payment	Check	24867	9/1/2021	745.00	PBS Engineering and Environmental Inc	
Supplier Payment	Check	24868	9/1/2021	45.00	Porter Electric Inc	
Supplier Payment	Check	24869	9/1/2021	2,514.24	PPC Solutions Inc	
Supplier Payment	Check	24870	9/1/2021	1,995.00	Professional Development Academy, LLC	
Supplier Payment	Check	24871	9/1/2021	876.35	Purple Communications Inc	
Supplier Payment	Check	24872	9/1/2021	803.47	Qwest Corp - Remit-To: CenturyLink - Phoenix	
Supplier Payment	Check	24873	9/1/2021	1,555.76	Qwest Corp - Remit-To: Qwest CABS - Monroe	
Supplier Payment	Check	24874	9/1/2021	8,402.24	Right Systems Inc	
Supplier Payment	Check	24875	9/1/2021	780.00	Rock Creek Communications, LLC	
Supplier Payment	Check	24876	9/1/2021	24,687.87	Scott Edwards Architecture LLP	
Supplier Payment	Check	24877	9/1/2021	7,214.00	Sequence Graphics LLC	
Supplier Payment	Check	24878	9/1/2021	5,443.29	Siteimprove, Inc.	
Supplier Payment	Check	24879	9/1/2021	12,640.25	Soha Sign	
Supplier Payment	Check	24880	9/1/2021	49,901.00	Southwest Washington Regional Transportation Council	
Supplier Payment	Check	24881	9/1/2021	14,036.31	SP Plus Corporation	
Supplier Payment	Check	24882	9/1/2021	5,075.00	StreamlineAM LLC	
Supplier Payment	Check	24883	9/1/2021	1,391.51	Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena	
Supplier Payment	Check	24884	9/1/2021	325.50	Towing & Recovering Services Inc	
Supplier Payment	Check	24885	9/1/2021	1,525.81	Triple J Enterprises	
Supplier Payment	Check	24886	9/1/2021	9.40	United Parcel Service	
Supplier Payment	Check	24887	9/1/2021	4,928.04	Solutions USA Inc	
Supplier Payment	Check	24888	9/1/2021	137.00	Vancouver Aire LLC	
Supplier Payment	Check	24889	9/1/2021	4,659.47	Walter E Nelson Company	
Supplier Payment	Check	24890	9/1/2021	35,000.00	Willis Towers Watson Insurance Services West inc	
Supplier Payment	Check	24891	9/1/2021	14,935.00	WSP USA Inc. - Remit-To: WSP USA Inc. Dallas	
Supplier Payment	Check	24892	9/1/2021	3,512.09	W Todd Pascoe	
Supplier Payment	Check	24893	9/1/2021	10,031.25	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	24894	9/1/2021	47,921.55	VBT Grand Pacific LLC	
			SUBTOTAL	13,036,195.20		
Hansen			8/22/2021	85,154.03	City Payments	Posted 8-16 thru 8-22-21
Hansen			8/29/2021	25,775.73	City Payments	Posted 8-23 thru 8-29-21
Hansen			9/6/2021	559,186.20	City Payments	Posted 8-30 thru 9-06-23
			SUBTOTAL	670,115.96		
Visa			8/22/2021	1,266.00	Miscellaneous	Parks Class Refunds - FCC 8-16 thru 8-22-21
Visa			8/22/2021	877.00	Miscellaneous	Parks Class Refunds - MCC 8-16 thru 8-22-21
Visa			8/22/2021	-	Miscellaneous	Parks Class Refunds - Special Events 8-16 thru 8-22-21
Visa			8/22/2021	-	Miscellaneous	Parks Class Refunds - WREC 8-16 thru 8-22-21
Visa			8/29/2021	483.00	Miscellaneous	Parks Class Refunds - FCC 8-23 thru 8-29-21
Visa			8/29/2021	581.45	Miscellaneous	Parks Class Refunds - MCC 8-23 thru 8-29-21
Visa			8/29/2021	-	Miscellaneous	Parks Class Refunds - Special Events 8-23 thru 8-29-21
Visa			8/29/2021	-	Miscellaneous	Parks Class Refunds - WREC 8-23 thru 8-29-21
Visa			9/6/2021	1,399.75	Miscellaneous	Parks Class Refunds - FCC 8-30 thru 9-06-23

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Visa			9/6/2021	1,047.50	Miscellaneous	Parks Class Refunds - MCC 8-30 thru 9-06-23
Visa			9/6/2021	-	Miscellaneous	Parks Class Refunds - Special Events 8-30 thru 9-06-23
Visa			9/6/2021	-	Miscellaneous	Parks Class Refunds - WREC 8-30 thru 9-06-23
			SUBTOTAL	5654.70		
			TOTAL	13,711,965.86		

City of Vancouver
Payroll Council Report
August 17, 2021 - September 6, 2021

Check No.	Date	Explanation	Amount
32920-3332	08/25/21	16 2021 Payroll	\$ 24,554.79
112713-114428	08/25/21	16 2021 Direct Depoists	\$ 3,285,486.01
3333-3340	08/31/21	8 2021 Pension Payroll	\$ 7,943.59
114546-114593	08/31/21	8 2021 Pension Direct Deposits	\$ 50,437.60
3260	08/10/21	Matthew Nguyen (lost in the mail)	\$ (688.95)
114635	09/03/21	Matthew Nguyen (replace lost check)	\$ 688.95

\$ 3,368,421.99



Staff Report 133-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/13/2021

SUBJECT Navalía (previously Bennett) Mixed Use MFTE Agreement Amendment

Key Points

- The Navalía (previously Bennett) was granted approval for an initial eight-year certificate of tax exemption on March 21, 2021.
- Project is located at 201 W 17th street.
- Applicant was required to reduce the number of total units in the building from 74 down to 73 units to create an additional ADA compliant unit.
- The number of income restricted units at 100% AMI will remain the same at 15 units for the 8 years of the tax exemption.

Strategic Plan Alignment

Goal 3, Objective 3.2: Improve services available to underserved or vulnerable residents.

Goal 8, Objective 8.1: Make downtown Vancouver a vibrant destination for the community and the region.

Goal 8, Objective 8.2: Strengthen neighborhood business districts.

Present Situation

Hurley Development LLC is requesting a change from the initial 8-year multifamily tax exemption approval to reduce the number of proposed units from 74 units to 73 units. The change is needed to create an additional ADA compliant unit required to meet building code.

The other elements of the project will remain the same. The development will consist of a three-story mixed-use building with 7,694 square feet of retail space and 33 parking spaces. The tax exemption remains at 8 years with 20% of the total units (15 units) reserved for tenants earning 100% area median income or less.

Advantage(s)

1. Adds 73 new multifamily units in the downtown VCCV subarea.
2. Adds 15 income restricted units at or below 100% of area median income for the duration of the exemption.
3. Rehabilitation of 7,700 square feet of commercial space.

Disadvantage(s)

The City will forego an estimated \$153,000 in property taxes over the 8 year exemption.

Budget Impact

The City will receive additional revenues with the development itself, including sales tax, permit fees and system development charges. There will be a small incremental increase in demand for public services during the initial 8-year exemption period without pertinent tax revenues. Following the 8-year exemption period, the property will return to the tax base as new construction and the City and other taxing districts will begin receiving property taxes.

Prior Council Review

- Council Memorandum February 10, 2021.
- Council Resolution adoption March 1, 2021

Action Requested

On Monday, September 13, 2021, following a public hearing, adopt a Resolution approving an agreement with Hurley Development LLC operating as Ten Talents Investments 24, LLC and Authorizing the City Manager or designee to execute the multifamily housing limited property tax exemption agreement and take any and all necessary to enforce the terms thereof.

Peggy Sheehan, Community Development Programs Manager, 360-487-7952

ATTACHMENTS:

- ▢ Resolution
- ▢ Navalía Apartments MFTE Development Agreement
- ▢ Navalía Apartments Project Information

9/13/2021

RESOLUTION NO. M-_____

A RESOLUTION of the City Council of the City of Vancouver approving an agreement with Ten Talents Investments 24, LLC for an 8 year property tax exemption for the property located on the city block between W 16th and 17th Streets and Columbia and Washington Streets (Tax Lots 52830000, 46570000, 56930000, 52780000, 52790000, 52800000) in Vancouver, Washington, as specifically described in Exhibit A.

WHEREAS, the City of Vancouver desires to stimulate new construction of multi-family housing in specifically designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and encourage development densities supportive of tenant use, and

WHEREAS, the City is interested in promoting new housing in the downtown Vancouver Central City Vision residential target area in the City of Vancouver; and

WHEREAS, the City has, pursuant to authority granted under the Revised Code of Washington (RCW), designated various “Residential Target Areas” for the provision of limited property tax exemptions for new multi-family residential housing; and

WHEREAS, the City has set forth in Chapter 3.22 of the Vancouver Municipal Code (VMC) a program whereby property owners may qualify for a “Final Certificate of Tax Exemption,” which certifies to the Clark County Assessor and Treasurer that a property is eligible to receive a limited property tax exemption; and

RESOLUTION - 1

WHEREAS, Ten Talents Investments 24, LLC (Applicant) is interested in receiving a limited property tax exemption for constructing new multi-family residential housing units within the Downtown VCCV residential target area identified in Chapter 3.22 VMC; and,

WHEREAS, the Applicant has submitted to the City a complete application for the City's limited tax exemption program outlining the proposed development of new multi-family residential housing to be constructed on the City block between W 16th and 17th Streets and Columbia and Washington Streets (Tax Lots 52830000, 46570000, 56930000, 52780000, 52790000, 52800000); and

WHEREAS, the City has determined that the improvements to the Property will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. Agreement attached hereto as Exhibit B between Ten Talents Investments 24, LLC and the City of Vancouver, a Washington Municipal Corporation, is approved.

Section 2. The City Manager of the City of Vancouver or his designee is authorized to execute the attached Exhibit B.

ADOPTED at a regular session of the Vancouver City Council this 13th day of September, 2021.

Anne McEnery-Ogle, Mayor

RESOLUTION - 2

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RESOLUTION - 3

Exhibit A
Legal Description

Tax Lots: 52830000, 46570000, 56930000, 52780000, 52790000, 52800000

Parcel I

Lot(s) 2, Block 15, NORTH VANCOUVER, according to the plat thereof, recorded in Volume 'A' of Plats, Page 20, records of Clark County, Washington.

EXCEPT the East 2.4 feet of the South 71.8 feet of said Lot 2 as conveyed to Guy Bennett and Francis L. Bennett by deed recorded under Auditor's File No. F55858, in Book 390, Page 479.

TOGETHER WITH Lot(s) 3, Block 15, NORTH VANCOUVER, according to the plat thereof, recorded in Volume 'A' of Plats, Page 20, records of Clark County, Washington.

EXCEPT the West 11.86 feet of said Lot 3.

Parcel II

Beginning at the Northeast corner of Lot 4, Block 15, NORTH VANCOUVER, according to the plat thereof, recorded in Book 'A' of Plats, at page 20, records of Clark County, Washington; thence East along the North line of Lot 3 in said Block, 11.86 feet; thence South 50 feet; thence West 75.715 feet to the East line of Columbia Street, as now established being the West line of that portion thereof, vacated by Ordinance No. 868 of the City of Vancouver; thence Northerly along the said street line to a point West of the Northwest corner of said Lot 4; thence East 63.14 feet to the Point of Beginning.

Parcel III

The South 50 feet of the West 11.86 feet of Lot 3 and the South 50 feet of Lot 4, Block 15, NORTH VANCOUVER, according to the plat thereof, recorded in Volume 'A' of Plats, Page 20, records of Clark County, Washington.

TOGETHER WITH that portion of Columbia Street adjoining by operation of law, as vacated by Ordinance No. 868 of the City of Vancouver.

Parcel IV

BEGINNING at a point on the East line of Lot 2 in Block 15, North Vancouver, according to the duly recorded plat thereof, recorded in Volume 'A' of Plats, Page 20, records of Clark County, Washington, which is 28.2 feet South of the Northeast corner thereof, and thence East parallel with and 28.2 feet South of the South line of 17th Street in the City of Vancouver, Washington, 52.90 feet, more or less, to the West line of Washington Street in said city; thence South along the West line of Washington Street aforesaid 157.15 feet, more or less, to the North line of 16th Street in said city; thence Westerly along the North line of said 16th Street to the East line of Lot 7 in said Block 15; thence North 96.69 feet, more or less, to the Northeast corner of said Lot 7; thence West 2.4 feet; thence North parallel with the East line of said block to a point 28.2 feet South of the North line of said block; and thence East 2.4 feet to the Point of Beginning.

Parcel V

Lot(s) 7, Block 15, NORTH VANCOUVER, according to the plat thereof, recorded in Volume 'A' of Plats, Page 20, records of Clark County, Washington.

EXCEPT the West 9.92 feet.

ALSO EXCEPT any portion thereof lying within 16th Street.

Parcel VI

All of the fractional Block 6, COOK'S ADDITION TO THE CITY OF VANCOUVER, according to the plat thereof, recorded in Volume 'C' of Plats, Page 63, records of Clark County, Washington.

EXCEPT that portion of said Block 6 acquired for and lying within Washington Street.

RESOLUTION - 4

MULTI-FAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION AGREEMENT

THIS AGREEMENT is entered into this 1st day of March, 2021, by and between Ten Talents Investments 24 LLC (hereinafter referred to as “Applicant”), and the CITY OF VANCOUVER, a Washington Charter City of the First Class (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, the City desires to stimulate new construction of multi-family housing in certain designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and to encourage development densities supportive of transit use, and

WHEREAS, the City is interested in promoting new housing in the Downtown VCCV area of the City of Vancouver, and

WHEREAS, the City has, pursuant to authority granted to it under the Revised Code of Washington (RCW), designated Residential Target Areas for the provision of limited property tax exemptions for new multi-family residential housing, and

WHEREAS, the City has, as set forth at Chapter 3.22 of the Vancouver Municipal Code (“VMC”), enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Clark County Assessor and Treasurer that the Applicant is eligible to receive a limited property tax exemption, and

WHEREAS, the Applicant is interested in receiving a limited property tax exemption for constructing units of new multi-family residential housing within the Downtown MFTE area, which is a designated Residential Target Area identified in Chapter 3.22 VMC, and

WHEREAS, the Applicant has submitted to the City a complete application for the City’s limited tax exemption program (the “Application”) outlining the proposed development of new multi-family residential housing (“Development”) for an 8-year exemption to be constructed on the City block between W 16th and 17th Streets and Columbia and Washington Streets (Tax Lots 52830000, 46570000, 56930000, 52780000, 52790000, 52800000) more specifically described on Exhibit A attached hereto (“Property”), and

WHEREAS, the City has determined that the improvements to the Property will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption.

NOW THEREFORE, the City and Applicant mutually agree as follows:

1. The City agrees to issue the Applicant a Conditional Certificate of Acceptance of Tax Exemption.
2. The Applicant agrees to construct on the Property multi-family residential housing as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City Council approval of this agreement. In no event shall such construction provide fewer than seventy three (73) new permanent multi-family residential units.
3. The Applicant commits to renting at least twenty percent of the multi-family housing units (15 units) as affordable housing units to households whose adjusted income is at or below the median family income adjusted for family size as reported by the United States Department of Housing and Urban Development as defined at RCW 84.14.010. The applicant agrees that the property must satisfy that commitment and any additional affordability and income eligibility conditions contained in Chapter 3.22 VMC for the duration of the tax exemption.
4. The Applicant agrees to complete construction of the agreed upon improvements within three years from the of Council approval of this agreement, or within any extension thereof granted by the City.
5. The Applicant agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Director of Community Development ("Director") the following:
 - (a) A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;
 - (b) A description of the completed work and a statement of qualifications for the exemption;
 - (c) A statement that the project meets the affordable housing requirements as described in RCW 84.14.020 including a statement committing to renting or selling at least twenty percent of the multifamily housing units as affordable housing units to low and moderate-income households; and
 - (d) A statement that the work was completed within the required three-year period or any authorized extension.

6. The City agrees, conditioned on the Applicant's successful completion of the improvements in accordance with the terms of this Agreement and on the Applicant's filing of the materials described in Paragraph 5 above, to file a Final Certificate of Tax Exemption with the Clark County Treasurer and Assessor within ten (10) days.
7. The Applicant agrees, within 30 days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption, and each year thereafter for the duration of the exemption, to file a notarized declaration with the Director indicating the following:
 - (a) A statement identifying the total number of occupied and vacant multi-family units receiving a property tax exemption;
 - (b) A certification that the property continues to be in compliance with this Agreement, Chapter 3.22 VMC, and Chapter 84.14 RCW;
 - (c) A description of any improvements or changes to the property constructed after the issuance of the certificate of tax exemption;
 - (d) The total monthly rent for each unit;
 - (e) Documentation of the income of each renter household at the time of initial occupancy; and
 - (f) Documentation showing that twenty percent of the units were rented as affordable housing units to low and moderate-income households as defined at RCW 84.14.010 and VMC 3.22.
8. The applicant agrees to maintain the property including all improvements in compliance with all applicable City codes and requirements.
9. The Applicant agrees to maintain records supporting all information provided to the City and to make those records and the multi-family units available for inspection by the City. Failure to submit the annual declaration identified in Paragraph 7 or to maintain adequate records may result in the tax exemption being canceled.
10. If the Applicant converts to another use any of the new multi-family residential housing units constructed under this Agreement, the Applicant shall notify the Clark County Assessor and Treasurer and the Director within 60 days of such change in use.
11. The Applicant agrees to notify the Director promptly of any transfer of the Applicant's ownership interest in the site or in the improvements made to the site under this Agreement.
12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Applicant, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement. Cancellation of the Final Certificate of Tax Exemption may subject the Applicant to potential tax liability as further described in RCW 84.14; The Applicant

shall have the right to appeal such cancellation pursuant to VMC 3.22.040(N).

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.
14. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.
15. Applicant agrees that this Agreement is subject to the Vancouver Multi-Family Housing Tax Exemption set forth at Vancouver Municipal Code, Chapter 3.22.

City Of Vancouver

Ten Talents Investments 24, LLC

Eric Holmes, City Manager

Individual Name / Title

Attest:

Natasha Ramas, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Exhibit A
Legal Description

Tax Lots: 52830000, 46570000, 56930000, 52780000, 52790000, 52800000

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EXCEPT that portion of said Block 6 acquired for and lying within Washington Street.

Navalia Apartments

Developer: Hurley Development / Ten Talents Investments 24 LLC

Project location: 201 W 17th Street

Requested exemption: 8-year exemption with 20% of units affordable at 100% AMI

Project Details:

- 3-story Mixed Use
- 52,985 total sq. ft.
- 7,694 Commercial sq. ft.
- 73 units (15 rent restricted)
- Studio, 1-BD, and 2-BD units
- 33 Parking Spaces
- 8-year exemption
- 20% of units rent restricted
- Tenants at or below 100% AMI

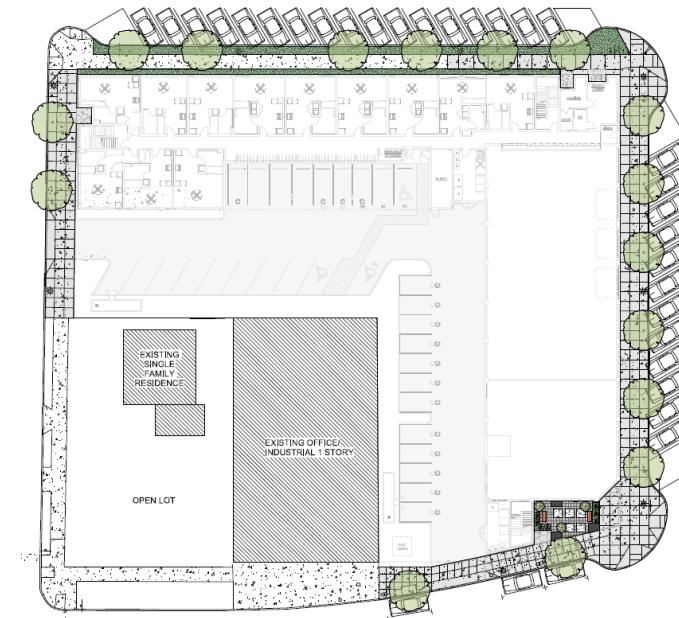




Corner of 17th and Washington looking SW



Looking NE from the corner of 16th Street and Washington Street



Navalia Mixed Use- Unit Mix and Monthly Rent-

Type	Units	Rent
Studio	48	\$1,299
Loft/Studio	20	\$1,499
1 Bed +/- 1 Ba	3	\$1,599
2 Bed / 2 Ba	2	\$1,999

- Applicant provided data
- 15 income restricted units

- A 1-person household at 100% area median is \$64,500 with a maximum housing cost (including utilities) of \$1,613.
- A 2-person household at 100% area median is \$73,700 with a maximum housing cost (including utilities) of \$1,843.
- A 4-person household at 100% area median is \$92,100 with a maximum housing cost (including utilities) of \$2,303.
- Final rent calculation will be done upon completion. HUD releases a revised area median income every year.

If exemption granted and project developed:	Total – all taxing districts	City of Vancouver
Net Present value of future tax revenue** (20 year)	\$2,111,000	\$682,000
Net present value of “foregone” tax revenue (during exemption period)	(\$613,000)	(\$153,000)
Net Present Value Benefit	\$1,498,000	\$529,000

**Estimated discounted present value of construction sales tax, utility tax and property tax over 20 years
 Estimated Developer tax savings during exemption period \$733,000
 Estimated 2020 taxes for these parcels is \$15,193, of which \$3,026 is allocated to the City of Vancouver

MEMORANDUM

DATE: August 5, 2021

TO: Eric Holmes, City Manager

CC: Natasha Ramras, Chief Financial Officer
Chad Eiken, CED Director
Teresa Brum, Division Manager, Economic Development
Philip Gigler, Assistant City Attorney

FROM: Peggy Sheehan, Community and Economic Development Programs Manager

RE: **First Time Homebuyers shared real estate equity calculation change**

Key Points

- The City funded a First-Time Homebuyers Program using CDBG and HOME funds through Columbia Non-Profit Housing (CNPH) from 1996 through 2011.
- In 2011, CNPH ended their program and the loans reverted to the City.
- The program was designed using a shared equity model without monthly payments with the intention of creating long term affordability.
- In the past 20 years, the median sale price for houses in Clark County has increased by 204%.
- The City has requests (in writing and on the phone) from homeowners requesting relief from the shared equity payoff, which prevents them from utilizing equity to make necessary repairs on their homes or pay for other urgent expenses.
- The City has 28 existing loans for first time homebuyers, using the shared equity model, which means that in addition to paying back the loan of the down payment assistance to the City, borrowers also need to share up to 50% of their equity in the house with the City.
- If the City were to forgive the requirement to share the increase in equity on these loans, the program would meet the goals of the CDBG program by continuing to contribute to safe and affordable housing for low-income Vancouver residents.
- By forgiving the shared equity, the down payment loan will be paid back to the City and the homeowners will be able to use the equity to address other needs such as home repair, medical etc.
- The City would continue to re-invest the loan repayments into other CDBG eligible activities.

History

In 1996, the CDBG funded First Time Homebuyers Program which was developed to support homeownership for residents of Vancouver earning no more than 80% AMI. The program was operated through a contractor, Columbia Non-Profit Housing, with additional funding through Clark County and the Washington State Department of Commerce. The program provided loans for households earning no more than 80% AMI using City of Vancouver CDBG funds as a down payment.

Loan terms

The down payment was provided as a loan, behind the bank loan for the mortgage. The program utilized a shared equity model, with the intention of creating long-term, affordable homeownership opportunities. The program did not require payments until home sale or refinance. Upon sale or refinance of the home, program participants are required to pay off the loan for the down payment and include an additional

amount of the sale/refinance proceeds based on the property gain in equity. Any payments received from the homeowners are used to support other CDBG activities.

In 2011, Columbia Non-Profit Housing ended the program, and the down payment loans reverted to the funders including the City of Vancouver and Clark County. Due to the contract requirements, the state-funded program loans remained with Columbia Non-Profit. The City of Vancouver had approximately 110 loans, all funded with CDBG funds. There are currently 28 loans remaining ranging from 10 to 23 years old. The current notes have a 30 year-term that will trigger repayment of the down payment even if the original homeowner is still living there (forcing sale, refinance, etc.). The current program is administered by Proud Ground.

Issue we are addressing

Due to an unprecedented increase in housing prices locally, the initial program design no longer meets its goal of long-term affordable housing through the shared equity model. In the past 20 years, the median sale price for a home in Clark County has increased by 204%. This has created many challenges for program participants and has motivated the City to propose a new policy for this program. Key issues include:

- In accordance with the initial terms of the program, homeowners would have to repay the City loan if they are taking out an equity loan or refinancing. In addition to repaying the City loan for the down payment, the homeowners are currently required to pay the City up to 50% of the increase in the value of the home. The combined payoff amount, including the original loan and shared equity, creates significant hardship for the homeowners.
- The average increase in assessed value for the homes of program participants between 2011-2021 was 148%, according to data from the Clark County Assessor's website. Under the current policy, this would require some participants to pay the City as much as double their original loan amount at the time of loan payoff.
- The initial notes have a 30 year-term that will trigger repayment of the City funded down payment along with the shared equity even if the original homeowner is still living there, which will force a sale or refinance of the home.
- The City currently has two requests asking for consideration of the payoff amount, due to high payoff calculation caused by the shared equity requirement. We anticipate that this will be an issue with more participants seeking to pay off their loans in the future.

Moreover, in a July 2021 telephone survey, City staff was able to collect income and household size data from 22 of the remaining 28 First Time Homebuyers Program participants and learned that 20 of these participants are below 80% AMI with some households at or under 60% AMI. Two of the remaining homeowners are 100% of AMI. The goal of the housing component of the CDBG program is to support low (<50% AMI)/moderate (50-80% AMI) income households in the City of Vancouver to access affordable, safe, and quality housing. The cost burden created by the requirement of repaying a portion of the increase in equity to the City during home sale or refinancing directly contradicts these goals.

Request:

Provide for the City Manager to sign revised deeds and notes for any of the 28 homeowners that continue to meet the definition of low income (80% AMI or less) to remove the shared equity requirement. The original loans were given to low-income households as defined by HUD, and the forgiveness of the repayment of a portion of the appreciation of the increased property value would also only be provided to households that still meet the maximum of 80% AMI by HUD. This request would still maintain the requirement to repay the original loan, the City would just be removing the requirement to repay a portion of the increased equity on the house.