



CITY COUNCIL MEETING MINUTES

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

Anne McEnery-Ogle, Mayor

Bart Hansen • Ty Stober • Erik Paulsen • Sarah J. Fox • Diana H. Perez • Kim D. Harless

August 21, 2023

WORKSHOPS

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

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

View the CVTV video recording, including presentations and discussion, for workshops at:

https://www.cvtv.org/vid_link/35841?startStreamAt=0&stopStreamAt=5072

4:30-5:00 p.m. Commission on Aging Update

Jenna Kay, Planner with Clark County

Summary

Clark County staff member, Jenna Kay, led Council through a discussion of the Commission on Aging Update with Commission on Aging Commissioners, Larry Smith and Ken Lund.

5:00-6:00 p.m. Heights District Update

Patrick Quinton, Economic Development Director, 360-487-7845

Summary

Staff led Council through a discussion of the Heights District Update.

Councilmember Hansen was absent for the Workshops.

COUNCIL DINNER/ADMINISTRATIVE UPDATES

COUNCIL REGULAR MEETING

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

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit: https://www.cvtv.org/vid_link/35847?startStreamAt=0&stopStreamAt=3078 Electronic audio recording of City Council meetings are kept on file in the office of the City Clerk for a period of six years.

Pledge of Allegiance

Call to Order and Roll Call

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

Present: Councilmembers Harless, Perez, Fox, Paulsen, Stober, and Mayor McEnerny-Ogle

Absent: Councilmember Hansen

Motion by Councilmember Stober, seconded by Councilmember Paulsen,

and carried unanimously to excuse Councilmember Hansen.

Approval of Minutes

Minutes - August 7, 2023

Motion by Councilmember Stober, seconded by Councilmember Paulsen, and carried unanimously to approve the meeting minutes of August 7, 2023.

Community Communications

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

- Kimberlee Goheen Elbon, La Center, WA

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

Consent Agenda (Items 1-3)

Council requested item 1 be pulled for discussion.

Council chose to remand Item 1 back to staff to be brought back to Council at a later date.

Motion by Councilmember Stober, seconded by Councilmember Fox, and carried unanimously to approve items 2 and 3 on the Consent Agenda.

1. **Culture, Arts and Heritage Commission Cultural Grant Proposals**

Staff Report: 155-23

A RESOLUTION awarding City of Vancouver cultural grants for 2023 as recommended by the Culture, Arts and Heritage Commission.

On April 16, 2018, the City Council adopted a new Culture, Arts and Heritage Plan. The plan lays out three elements in its six-year action plan, one of which is to "Build Cultural Capacity." Restarting the City's cultural grant program was identified as a key action to reach that goal, under Objective 1.3: Expand City-supported arts and cultural programs.

The City launched the new cultural grant program in July 2019 and received sixteen grant applications from non-profit and governmental

organizations, awarding a total of \$122,255. A range of projects were supported including the creation of historical exhibits, installation of sculptures and murals, and interactive experiences including performances and cultural events, among others. Funding for the program was redirected in spring 2020 as the City responded to early financial impacts of the pandemic.

Funding for the cultural grant program was restored in the 2023-2024 biennial budget process. This allowed the City to relaunch the cultural grant program in April 2023 and we received nineteen grant applications from non-profit and governmental organizations totaling \$158,965. The Culture, Arts and Heritage Commission reviewed the proposals based on the following criteria: proposals should elevate Vancouver's livability, foster a vibrant and diverse community, exemplify the best of Vancouver's creative community, and demonstrate innovative collaboration. The Commission voted on the proposals at its July 13, 2023, meeting and is recommending funding for fifteen of the grants, at a total of \$92,100. The funding is on a reimbursable basis and grant recipients must enter into a grant agreement with the City. The Cultural, Art and Heritage Commission also recommended a direct commitment of \$25,000 to the Vancouver Art and Music Festival. This Festival is one of the Commission's highest priorities and the committed funds will specifically support a number of local artists who are performing at the festival. Funding that is not being allocated to this year's projects will be rolled into next year's program.

Request: On August 21, 2023, approve the 2023 cultural grants as recommended by the Culture, Arts and Heritage Commission and authorize the City Manager, or designee, to execute grant agreements with the grant recipients.

Stacey Donovan, Cultural Services Manager, 360-487-8630

Item remanded back to staff.

2. Washington State Department of Transportation Grant for Pearson Field

Staff Report: 156-23

A RESOLUTION authorizing the City of Vancouver, through the City Manager, to accept a Washington State Department of Transportation, Aviation Division, Airport Aid Program grant to fund the installation of a 125.5 KW Solar Panel System project at Pearson Field Airport.

The City of Vancouver has received a grant offer from the WSDOT to fund the Solar Panel System project at Pearson Field Airport in 2023. The project includes the installation of a 125.5KW Solar Panel System. Total cost of the project is estimated to be \$250,000. The WSDOT grant will pay for 95% of the project. The City, through the Pearson Field budget, would be

responsible for the remaining 5%. The grant requires a resolution indicating the City Council's authorization for the grant. Although the offer states that it must be accepted by August 4, 2023, WSDOT has granted the City an extension to August 21, 2023, to review and accept.

Request: On August 21, 2023, approve a resolution authorizing the City Manager, or designee, to accept a Washington State Department of Transportation, Aviation Division, Airport Aid Program grant for the installation of a 125.5KW Solar Panel System at Pearson Field.

Guy Lennon, Airport Manager, 360-487-8619

Motion adopted Resolution M-4243 to approve the request.

3. Approval of Claim Vouchers

Request: Approve claim vouchers for August 21, 2023.

Motion approved claim vouchers in the amount of \$8,860,884.81.

Public Hearings (Item 4-6)

4. Adoption of updates to Procurement Ordinance, Vancouver Municipal Code 3.05

Staff Report: 151-23

AN ORDINANCE of the City of Vancouver relating to the amendment of city procurement requirements set forth in Vancouver Municipal Code (VMC) Chapter 3.05; adopting legislative findings; adding VMC Section 3.05.015 to clarify the applicability of federal procurement standards; amending certain sections of VMC Chapter 3.05 to simplify and clarify code language, incorporate best practices, adjust procurement thresholds, and reflect recent changes in state law; providing for severability; and setting an effective date.

This item was presented for second reading and public hearing on August 14, 2023. However, review of the meeting minutes revealed that there was no motion or second calling for adoption of this ordinance. As a result, this matter has been noticed for an additional public hearing and final consideration on August 21, 2023, so as to provide an opportunity for final passage without procedural irregularities.

The City updated its Procurement Ordinance in 2010, and again in 2012 and 2016. Staff has reviewed the current ordinance and proposes several changes to create consistency, transparency, and efficiencies throughout the procurement process. Changes proposed in this ordinance update include:

- *Section 3.05.015 Federal Funding and Grants – New section to be added to address the use of federal funds.*
- *Section 3.05.030 Emergency Procurement – Authorization – Update language to be consistent with the applicable RCW.*
- *Section 3.05.040 Special Market Conditions – Removal of several items from the list of special market conditions to be consistent with best practices and other agencies of similar size.*
- *Section 3.05.055 Contract Amendments – Update the section to make consistent with current policy/practice for Construction projects.*
- *Section 3.05.100 Competitive Processes – Purchase of supplies, materials or equipment or services other than professional services – When Required – Update this section to remove the references to services throughout to create efficiencies and provide consistency. Update thresholds.*
- *Section 3.05.200 Professional Services – Defined – Update the name of this section to Services to create efficiencies and provide consistency.*
- *Section 3.05.210 Competitive Solicitation and Approval of Professional Service Contracts – Update the name of this section to Services to create efficiencies and provide consistency. Updates in this section also include removing the expedited informal procurement process to be consistent with current practice and remove the language that allows for not advertising projects to help increase participation and transparency.*
- *Section 3.05.240 When Bids are Required for Public Works and Improvements – Update the language to be consistent with 2019 legislative updates.*

Staff is also recommending updating thresholds throughout the ordinance to be consistent with federal thresholds and other agencies of similar size. In addition to these changes there are several changes for general clean-up and consistency with current practices.

Staff recommends approving the updated version of the City Procurement Ordinance, Vancouver Municipal Code (VMC) Chapter 3.05.

Request: On Monday, August 21, 2023, subject to second reading and a public hearing, approve the updated version of the City Procurement Ordinance, Vancouver Municipal Code (VMC) Chapter 3.05.

Anna Vogel, Procurement Manager, 360-487-8429

Anna Vogel, Procurement Manager, was available for questions about the Adoption of the Updates to the Procurement Ordinance.

Council discussed the item briefly.

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

- Kimberlee Goheen Elbon, La Center, WA
- Sylvia Trujillo, Vancouver

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

Motion by Councilmember Paulsen, seconded by Councilmember Perez, and carried unanimously to approve Ordinance M-4417.

5. **Dog Kennel Standards Update**

Staff Report: 153-23

AN ORDINANCE relating to Vancouver Municipal Code (VMC) Title 8 and Title 20 concerning the regulation of dog kennels and related provisions; amending VMC 8.24, VMC 20.160, and VMC 20.895; providing for severability; and establishing an effective date.

- *Kennels/Shelters are currently defined by Title 20 to exclude dog day care and are allowed in most commercial and industrial zoning districts with no limit on facility size in terms of number of dogs allowed.*
- *Title 8 currently requires annual licensing and fees subject to review and approval by Clark County Animal Control. Kennel/shelter facilities must be structurally sound and maintained, designed to prevent injury, and provide adequate standing, resting, and turning space. Bedding, refrigeration, washrooms, waste removal, sickness, feeding and exercise provisions required. Indoor facilities require adequate heat, ventilation, light, drainage, and overall cleanliness. Outdoor facilities require weather protection, space for exercise, and drainage.*
- *Proposed Title 20 changes were unanimously recommended for approval by the Planning Commission at a June 13 public hearing at which no public testimony was offered. No vote was taken on Title 8 changes which are outside of Commission review authority.*

Request: On August 21, 2023, subject to second reading and a public hearing, approve the attached ordinance.

Bryan Snodgrass, Principal Planner, 360-487-7946

Bryan Snodgrass, Principal Planner, provided an overview of the Dog Kennel Standards Update.

Council discussed the item with staff.

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

- Kimberlee Goheen Elbon, La Center, WA

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

Motion by Councilmember Paulsen, seconded by Councilmember Stober, and carried unanimously to approve Ordinance M-4418.

6. **Downtown Building Footprint Zoning Code Change**

Staff Report: 154-23

AN ORDINANCE concerning Vancouver Municipal Code (VMC) Title 20 and limitations on the size of downtown building footprints in certain situations; amending VMC 20.630; providing for severability; and establishing an effective date.

- *VMC 20.630.050 regulates building footprints and heights. In most areas where maximum heights are expressed in a range, footprints of any upper building floors located at more than 50% above the lower end of the height range are restricted to 12,000 square feet.*
- *In one multi-block area alongside lower Main Street, footprints of all floors on buildings taller than 100 feet are also limited to 12,000 square feet, with a stated intent of facilitating adequate space and light downtown.*
- *Potential removal of the footprint limitations was unanimously recommended by the Planning Commission at a May 23, 2023, public hearing with no public testimony offered, and discussed without objection at an April 19 Vancouver Downtown Association meeting.*

Request: On August 21, 2023, subject to second reading and a public hearing, approve the attached ordinance.

Bryan Snodgrass, Principal Planner, 360-487-7946

Bryan Snodgrass, Principal Planner, provided an overview of the Downtown Building Footprint Zoning Code Change.

Council discussed the item with staff.

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

- Kimberlee Goheen Elbon, La Center, WA
- Sylvia Trujillo, Vancouver

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

Motion by Councilmember Paulsen, seconded by Councilmember Stober, and carried unanimously to approve Ordinance M-4419.

Communications

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

Adjournment

7:20 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

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

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: Written comments for City Council meeting
Date: Monday, August 21, 2023 11:01:04 AM

Not sure if I already forwarded this to you but just double checking

-Amelia

From: Susan DeLong [REDACTED]

Sent: Thursday, August 17, 2023 4:09 PM

To: Diana Almy [REDACTED]

[illegible]

Subject: Re: Written comments for City Council meeting

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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.

Diana!

This letter is excellently written and so thorough.

Thank you for taking the time to articulate so clearly what is going on at the park and on our street and the crime/dangers that have followed as a result.

Thank you for being our voice as Nikole said.

Let's see what the response will be.

Grateful,

Sue & Mark

On Tue, Aug 15, 2023 at 4:38 PM Diana Almy <[REDACTED]> wrote:

Dear Vancouver City Council,

My neighbors and I live on SE Rivershore Drive. There is a small undeveloped dead end that the city owns at the end of 164th that negatively affects our neighborhood. This space is being

increasingly used for river access by people who, once on the bank of the river, leave the city's small property to cross on to private property owned by residents of Rivershore Drive. Once on the bank of the river, people swim, party and use drugs. Police have been routinely called for disturbances, overnight camping, traffic issues, etc.. Most notably, there have been prowlers and break ins on Rivershore that are linked to the activity at this location.

No Parking signs are clearly posted on the north side of Rivershore Drive. Particularly during the summer months, cars line this side of the street. Sometimes the signs are not visible because they have been intentionally knocked over. When cars park on the north side of the street it creates an inconvenience, a traffic hazard and a safety issue. Congestion caused by parking on both sides of the street prohibits any emergency vehicles such as fire trucks or ambulances from entering Rivershore Drive. This truly is a safety issue.

We are looking for a long term solution. The police have been highly considerate with our repeated calls, but they have higher priorities. Several neighbors called the afternoon of August 14th due to the parking hazard. The Police did not arrive until around 10pm at night. VPD officer Ripp apologized but explained he had other critical issues with higher priority. He mentioned that violence in Vancouver has been increasing. We as residents have experienced the increase in crime in the last few years.

There has to be a remedy. We all know what a park looks like, this is not a park. It is access to other people's private property. As neighbors, we are frustrated.

Frankly, most of the Rivershore residents would love to see this tiny undeveloped space closed. There are two actual parks nearby; Wintler Community Park and Camas/Washougal Cottonwood Beach. In light of the VPD policy of non-response to large-scale parking violations and crime associated with people accessing private property, please provide your best thoughts on a way forward for residents of Rivershore Drive.

Thank you for your consideration.

Diana Almy

[REDACTED]

[REDACTED]

Sent from [Mail](#) for Windows

From: [City of Vancouver - Office of the City Manager](#)
To: [Arenz, Julie](#); [Dollar, Sarah](#)
Subject: FW: Main Street Public Transport
Date: Monday, August 21, 2023 9:22:23 AM

We received this in the CMO inbox

-Amelia

From: Carol Evans [REDACTED]
Sent: Friday, August 18, 2023 3:59 PM
To: Hansen, Bart <B.Hansen@cityofvancouver.us>; Stober, Ty <T.Stober@cityofvancouver.us>; Paulsen, Erik <E.Paulsen@cityofvancouver.us>; Fox, Sarah <S.Fox@cityofvancouver.us>; Perez, Diana <D.Perez@cityofvancouver.us>; Harless, Kim <K.Harless@cityofvancouver.us>; City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>; McEnerny-Ogle, Anne <A.McEnerny-Ogle@cityofvancouver.us>; Transportation and Mobility Commission Agenda Calendar <TransMobilityCommissionAgendaCal@cityofvancouver.us>; Brum, Teresa <Teresa.Brum@cityofvancouver.us>; Arenz, Julie <Julie.Arenz@cityofvancouver.us>; Lopossa, Ryan <ryan.lopossa@cityofvancouver.us>; jirving@mackaysposito.com; Kennedy, Rebecca <Rebecca.Kennedy@cityofvancouver.us>; Michael Walker <director@vdausa.org>; admin@vdausa.org; Cooley, William <William.Cooley@cityofvancouver.us>; City Small Business Assistance Program <smallbusiness@cityofvancouver.us>
Cc: jasonmcromer@gmail.com
Subject: Main Street Public Transport

You don't often get email from [REDACTED]. [Learn why this is important](#)

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.

I am writing to express my strong support for the implementation of a public tram system on Main Street, as an alternative to private cars. I believe that such an initiative could significantly enhance our city's transportation infrastructure, reduce traffic congestion, alleviate environmental concerns, and foster a more connected and sustainable community.

The rapid development in downtown Vancouver has led to several challenges that impact the quality of life for residents and visitors alike. Congested streets, parking shortages, and the general strain on our roadways are just a few of the issues we face. By introducing a public tram system, connecting the waterfront to uptown, we have the opportunity to address these challenges effectively while simultaneously promoting a cleaner and more efficient urban environment.

Here are some of the key advantages a public tram system would bring to our city:

1. **Traffic Reduction:** A public tram system would encourage people to opt for public transportation, thereby reducing the number of private cars on the road.

This would result in less traffic congestion, shorter travel times, and a more fluid urban experience.

2. **Environmental Benefits:** By utilizing electric or environmentally friendly tram technologies, we can significantly reduce carbon emissions and air pollutants that contribute to climate change and public health issues.
3. **Accessibility:** Trams provide a more accessible mode of transportation for people of all ages and abilities. This inclusivity can enhance community cohesion and ensure that everyone can easily access the city's services, businesses, and cultural hubs.
4. **Economic Growth:** A well-designed tram system can stimulate economic growth by attracting businesses, increasing property values, and making the city more appealing to tourists. Additionally, a thriving public transportation network can reduce the financial burden on individuals who rely on private vehicles.

I personally used the Portland streetcar system many times over many years; to transport out of town clients from their hotels downtown to restaurants and entertainment venues in other parts of town and also on a personal front. I was able to park in one spot for the evening and visit several different locations throughout Portland. As I understand, it is the intent of the Main Street Promise to foster a more user-friendly experience and "increase opportunities for sidewalk commerce". A tram, in lieu of private cars on Main Street will be a big impetus to that goal. Understanding the planning is well underway for The Main Street Promise, I request you consider the potential benefits of implementing a public tram system on Main Street. By taking this step, we can inspire positive change for generations to come.

Sincerely,

Carol Evans

From: [Sylvia Trujillo](#)
To: [City of Vancouver - Office of the City Manager](#); [City Council](#)
Subject: ADDENDUM PUBLIC COMMENTS - Consent Calendar and Public Hearing Items 4-6
Date: Sunday, August 20, 2023 3:31:21 PM

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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.

My name is Sylvia Trujillo and I live in Vancouver, Washington.

I appreciate the opportunity to provide comments on the Consent Items and Public Hearing Items 4-6.

With regard to Items 4-6, the City Council adopted the Climate Action Framework in December 2022 with significant stakeholder input. Yet, the metrics on too many of the Strategies and Actions remain too indeterminate and do not ensure the requisite level of accountability to ensure progress toward achieving these goals. Further, we are facing the most daunting public health emergency in modern history. The urgency with which our city, county, state, and nation should address it should be as focused and with the same urgency that we worked to address COVID-19.

While Consent Item #2 concerning the installment of solar panels is an important advancement on the Framework, in the course of this week's City Council meeting there is a lack of acknowledgement and measurement of the City's efforts to meet the Framework's goals and strategies.

This past week in Vancouver (Washington), in northern Washington and Canada, and Hawaii, we have seen the devastating effects of climate change. While extreme heat does not wreck the same visible harm as the fires we have seen, the cumulative effect of climate change on Vancouver residents -- particularly those facing housing insecurity and other structural inequality will drive adverse health consequences that compound. Individuals who work outdoors or need to use public transportation in order to get to work have been exposed to excessive heat. And, this is the proverbial tip of the iceberg. It will only get progressively worse every year.

KEY QUESTIONS:

1. How many housing insecure individuals were able to get to cooling centers? What transportation was provided to transport them as the housing insecure are at a high risk of being transportation insecure. What steps were taken to monitor admission to area hospitals for excessive heat consequences?
2. What targets have been set for increasing the tree canopy throughout the city? How has the city partnered with other cities and Clark County to increase the tree canopy in the area? What are the measurements and why is there not a dashboard to provide ongoing transparency to quantify progress towards goals?
3. Why is the City Council not asking each item brought before the City Council include analysis of and update on equity and the Climate Framework?

Reporting and updates require sufficient staffing on the Framework in addition to the resources needed make clear and significant progress on the Framework.

Thank you for the opportunity to comment.

Sylvia

On Saturday, August 19, 2023 at 10:09:17 PM PDT, Sylvia Trujillo <[REDACTED]> wrote:

My name is Sylvia Trujillo and I live in Vancouver, Washington. I appreciate the opportunity to provide written comment.

I would offer in-person public comment, but the meeting is scheduled when many adults are working. I respectfully ask the Council to consider the importance of hearing from your constituents as an essential ingredient in a participatory democracy.

GLOBAL COMMENTS

I have specific comments on the Commission on Aging Update and the Height Districts Update. I also, however, want to note that last week our community experienced an extreme heat event over a series of days (reaching 105 degrees) that posed a threat to the health and well-being of all Vancouver residents, but most especially older adults, individuals experiencing housing and transportation and utilities insecurity, and disparately impacted communities and individuals facing persistent structural inequality.

Unfortunately, this extreme health event is not isolated and is not expected to be an aberration. Climate change - still treated merely as a "priority" as opposed to an urgent emergency and crisis - means we can expect more frequent extreme heat and it will only get hotter every future Summer. We are sorely unprepared as a city, county, state, region and nation.

And, this extreme event and others around the nation and North America, at a minimum, warrants the City Council's focused attention at **every council meeting on an emergency action plan to mitigate and adapt to climate change**. And, every presentation should include components that address equity and what is being done to mitigate and adapt to climate change.

Heat kills more in U.S. each year than any other extreme weather event. There are more yearly deaths attributed to heat than to other weather disasters, including floods, hurricanes and tornadoes.

The above has been in the headlines. And, I was reminded as I drove out a couple of times last week with a case of water in my car that stopping and providing a bottle of water to individuals who were housing insecure or house less is inadequate and we must have organized responses including cooling centers, increased green cover, and building adaptations (such as white roof tops or solar panels on every viable building).

Further, the extreme heat impacted my health and I have a home with an air conditioner yet the air quality worsened my blood pressure. I have resources. I have health insurance. I am housing secure. I can afford utilities. Yet, the extreme heat still impacted me and I struggled with feelings of lethargy after I was outside briefly.

So how is this germane to the updates you are receiving?

1. **The Commission on Aging Update** does not adequately address how efforts will be undertaken to support older adults and their communities including caregivers with regard to the ongoing impact on physical and mental health. The clinical literature is substantial as to the disparate adverse impact of disasters and poor environmental conditions caused by climate change on older persons (and the young and those with disabling conditions). These are complex issues and all city activities must include components to address disparities and climate change and the Commission on Aging Reports should expand and amplify what can be done to mitigate and adapt. The Update should also address equity issues and the disparate impact of caregiving and certain high intensity conditions (such as dementia) on minority communities resulting in, for example, Latinx and Black youth serving as caregivers at much higher rates with adverse consequences on their education in addition to mental and physical health.

2. **Heights District Update** does address some specific issues of equity however is wholly silent on the importance of the development embracing policies to ameliorate climate changes' impact. This could and

should include a discussion of increasing the green canopy, sustainable planting, cooling centers, and other design elements that will reduce the overall heat and specific climate change accelerators.

KEY QUESTIONS

- Reportedly, (based on an OPB report) neither Portland nor Seattle have adequate cooling centers. Do we?
- What is the Council doing to turbo charge increasing our green canopy in every neighborhood?
- How are we partnering with the County, Portland and other cities in this region to invest in a specific set of high impact activities to mitigate and adapt to climate change? How is the City partnering with the Vancouver School Board and other governmental agencies?
- What is happening with the local community health clinics that will have more resource needs as climate change impacts the underserved first and takes an extreme toll on their health?
- What resources have been provided to every City department and what charge have they been given to elevate climate change action to a public emergency that poses an existential threat to all of us?

CONCLUSION

I do not have children. I have beloved nieces and nephews and grand ones too. There are many young children in my extended family. But, I have no children of my own. I am continually astounded with how sanguine all of the parents around me are with the fiery and deadly world they continue to create for their own children. We literally have the equivalent of a 5 alarm fire. We must act. You must act. We can be the shining light on the hill. And, be an example for the nation.

From: [Sylvia Trujillo](#)
To: [City of Vancouver - Office of the City Manager](#); [City Council](#)
Subject: PUBLIC COMMENTS -Commission on Aging Update and Heights District Update
Date: Saturday, August 19, 2023 10:09:26 PM

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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.

My name is Sylvia Trujillo and I live in Vancouver, Washington. I appreciate the opportunity to provide written comment.

I would offer in-person public comment, but the meeting is scheduled when many adults are working. I respectfully ask the Council to consider the importance of hearing from your constituents as an essential ingredient in a participatory democracy.

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2. **Heights District Update** does address some specific issues of equity however is wholly silent on the importance of the development embracing policies to ameliorate climate changes' impact. This could and should include a discussion of increasing the green canopy, sustainable planting, cooling centers, and other design elements that will reduce the overall heat and specific climate change accelerators.

KEY QUESTIONS

- Reportedly, (based on an OPB report) neither Portland nor Seattle have adequate cooling centers. Do we?
- What is the Council doing to turbo charge increasing our green canopy in every neighborhood?
- How are we partnering with the County, Portland and other cities in this region to invest in a specific set of high impact activities to mitigate and adapt to climate change? How is the City partnering with the Vancouver School Board and other governmental agencies?
- What is happening with the local community health clinics that will have more resource needs as climate change impacts the underserved first and takes an extreme toll on their health?
- What resources have been provided to every City department and what charge have they been given to elevate climate change action to a public emergency that poses an existential threat to all of us?

CONCLUSION

I do not have children. I have beloved nieces and nephews and grand ones too. There are many young children in my extended family. But, I have no children of my own. I am continually astounded with how sanguine all of the parents around me are with the fiery and deadly world they continue to create for their own children. We literally have the equivalent of a 5 alarm fire. We must act. You must act. We can be the shining light on the hill. And, be an example for the nation.

From: [Dollar, Sarah](#)
To: [Quintrell, Anna](#); [Delapena, Amanda](#); [Nielsen, Kristin](#); [Dollar, Sarah](#)
Subject: FW: Submission: City Council Contact Form
Date: Thursday, August 17, 2023 1:04:37 PM

Please see the request from a community member below regarding organizations and commissions.

Sarah Dollar | Assistant to the City Council
CITY OF VANCOUVER, WASHINGTON
City Manager's Office
Pronouns: She/Her/Hers
www.cityofvancouver.us

From: Alec <webresponse@cityofvancouver.us>
Sent: Tuesday, August 15, 2023 8:42 PM
To: City Council <council@cityofvancouver.us>
Subject: Submission: City Council Contact Form

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.

City of Vancouver, Washington



City Council Contact Form

Submitted date: Tuesday, August 15, 2023 - 8:41pm

Contact Information

First name:

Alec

Last name:

Koppes

Email address:

[REDACTED]

Phone number:

[REDACTED]

Street address:

ZIP code:

98684

Inquiry Information

Subject:

Request information

Recipient:

All of Council

Message:

Hello!

My name is Alec Koppes, and my partner and I recently moved to Vancouver, WA. We come from Columbus, OH. I'd love any and all advice for getting involved in civic engagement in Vancouver and learning more about what shapes the heart of the city. Are there organizations or forums you recommend I join? Or perhaps colleagues to speak with? For example, I've read about the Portland Social Club or in my hometown, the Columbus Metropolitan Club. My goal is to learn more about how to get involved in the city's fabric, volunteer, and meet new folks who have a passion for social justice and progress.

Apologies if this is super vague - but would love any thoughts and advice here!

Thanks,

Alec

Upload a file:

|

From: [Dollar, Sarah](#)
To: [Dollar, Sarah](#); [Mori, Jeff](#)
Cc: [Delapena, Amanda](#)
Subject: FW: Submission: City Council Contact Form
Date: Thursday, August 17, 2023 1:03:13 PM

Chief,

Please see the below comment from a community member.

Sarah Dollar | Assistant to the City Council
CITY OF VANCOUVER, WASHINGTON
City Manager's Office
Pronouns: She/Her/Hers
www.cityofvancouver.us

From: Joseph <webresponse@cityofvancouver.us>
Sent: Tuesday, August 15, 2023 4:12 PM
To: City Council <council@cityofvancouver.us>
Subject: Submission: City Council Contact Form

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.

City of Vancouver, Washington



City Council Contact Form

Submitted date: Tuesday, August 15, 2023 - 4:11pm

Contact Information

First name:

Joseph

Last name:

Adams

Email address:

[REDACTED]

Phone number:

[REDACTED]

Street address:

[REDACTED]

ZIP code:

98660

Inquiry Information

Subject:

Request information

Recipient:

All of Council

Message:

All: The engine revving noise pollution on Waterfront Way needs your attention. Any time between 9 pm and 2 am, nearly every night, the residents along Waterfront Way, including guests at the Indigo and Marriott hotels, are subjected to extremely loud engine revving and tire squealing from scofflaws who operate with impunity. The Vancouver Police are regularly called about this, yet we who live on the waterfront rarely see a police presence, and when they are here they do not seem inclined to enforce the law on the books against engine revving. One police officer I spoke to even denied the existence of this law. See Vancouver Municipal Code Section 7.05.010 regarding public disturbance.

"A. A person is guilty of public disturbance if he or she:

1. Causes a public disturbance or is in possession and control of property on which a public disturbance occurs. The following sounds are determined to be public disturbances:

a. ...

b. The creation of frequent, repetitive, or continuous sounds in connection with the starting, operation, repair, rebuilding, or testing of any motor vehicle, motorcycle, off-highway vehicle, or internal combustion engine within a residential district, so as to unreasonably disturb or interfere with the peace, comfort, and repose of owners or possessors of real property."

Take a look at the attached evidence from just last week; you can see the rubber tire residue left on the street. The city has invested millions in this waterfront development but the failure to enforce the law has made living here a nightmare for many residents. Some residents are moving out after only 6 months because they can't get any sleep. Some of the cars park right in front of the residential buildings and just sit there and rev their engines for fun after midnight. Once

resident confronted one of them and was assaulted by the driver. All the police would need to do is wait a little while any night around 11 pm, especially Sunday nights, and they could issue multiple tickets. Many of them have spotters so any time the police show up they disappear. How about sending an unmarked car here now and then? Or increasing the height of speed bumps? The ones in place barely slow down the street racers. Please do something. I would appreciate a response regarding what if anything the police and/or council intend to do to address this problem.

Upload a file:

[img_4678.jpg](#)

|

From: [Michael Lary](#)
To: [Dollar, Sarah](#); [Delapena, Amanda](#)
Cc: [Arenz, Julie](#); [Brum, Teresa](#); [Michael Walker](#); [Kennedy, Rebecca](#)
Subject: Main Street Promise Project: Property Owner and Business Owner Insights
Date: Thursday, August 17, 2023 10:20:33 AM
Attachments: [LETTER_MAINSTPROMISE_17AUG23.pdf](#)

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 Sarah & Amanda,

My name is Michael Lary, and I am the owner of The Source Climbing Gym. Please see the attached letter regarding the Main Street Promise Infrastructure Project. Please share with the mayor, city council, and city manager.

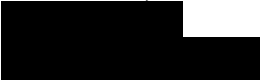
Thank you,

Michael Lary

Volunteer, Main Street Promise Project Advisory Committee

--

Source Climbing Center
Vancouver, WA



Vancouver Washington City Council
415 W 6th Street
Vancouver, WA 98660

8/11/2023

RE: Property Owner and Business Owner Insights for the Main Street Promise Project

Vancouver Washington City Council,

I am writing as a proud Vancouver resident, as well as a downtown property owner and the business owner of the Source Climbing Center in our downtown. I've also had the privilege to be a part of the Project Advisory Committee for the Main Street Promise infrastructure project. The Main Street Promise initiative holds tremendous potential in shaping the future of our city, so I am truly excited to see it move forward! I am also honored to share my insights and recommendations with you.

First and foremost, I wish to acknowledge the importance of addressing the diverse transportation needs of our community. I commute downtown daily using different modes of transportation. A common week for me includes traveling to Main Street on a skateboard, in a car, and riding bikes with my 7 and 9 year old children. While we embrace the evolution of mobility options, it's crucial to recognize that cars remain a predominant mode of transportation for a significant portion of our residents. Consequently, I urge the City Council to ensure that the project's design thoughtfully considers the role of cars in our urban landscape, facilitating ease of access and convenience for all.

While I am a supporter of improving pedestrian and community spaces, I do have concerns about positioning bike corrals and bike lanes on Main Street. I believe that the existing staple racks in the 60% design adequately serve the current demand for bike parking. Additionally, there remains the option to incorporate more bike racks in the future if necessary without encroaching upon the public realm now.

Similarly, the concept of elevated speed tables, while well-intentioned, could impact the cohesiveness of the roadway for future closures. We should remain cautious about measures that might disrupt future transition to temporary pedestrian zones during events or festivals.

I commend the decision to adopt a curbless design for Main Street. This is a balanced approach that provides a foundation for a future-proof roadway. The adaptability and flexibility offered by this design choice will allow Main Street to evolve with changing transportation needs, and

possibly facilitate a complete closure when we reach the point in time where it would prove successful.

While a permanent roadway closure is appealing, it's important to acknowledge that the current state of Main Street lacks the necessary urban fabric (i.e. density of active retail, existing architecture) to support such a transformation. For now, the 600 and 1000 blocks are prime candidates for festival streets that can provide for temporary closures. These areas can provide the necessary setting to host events and bring our community together.

Again, I have been a bike-commuter to downtown for more than a decade. Our business was an early adopter of the Bike Vancouver program in 2012, and we support more people biking in our downtown. Still, I hope other accessibility issues do not get overshadowed. We need public restrooms, common trash areas, and drop-off zones.

Accessibility to businesses like The Source Climbing Center is a crucial aspect of our community's vitality. For example, families that participate in our after-school programs depend on a convenient drop-off, and retaining our existing pickup zone would undoubtedly contribute to the seamless experience of our customers. Retention of customer traffic is vital for our business, and I respectfully request that this aspect be given careful consideration.

I'd also like to highlight the strong need for a public restroom along Main Street. This necessity was one of the top items noted by the Project Advisory Committee. A well-placed public restroom would significantly contribute to the overall comfort and convenience of residents, visitors, and businesses alike. Its inclusion would enhance the vibrancy of Main Street as a welcoming community hub.

In closing, I extend my sincere appreciation to the City Council for their commitment to the Main Street Promise infrastructure project. Your dedication to the betterment of our community is clear, and I am honored to be part of this collaborative effort. I look forward to witnessing the positive impact of our shared vision on the future of Vancouver.

Thank you for your time and consideration.

A handwritten signature in black ink, appearing to read 'Michael Lary', with a stylized, flowing script.

Michael Lary
Co-owner, Source Climbing Center
Volunteer, Main Street Promise Project Advisory Committee

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: Written comments for City Council meeting
Date: Wednesday, August 16, 2023 9:15:42 AM

We got this in the CMO Inbox

-Amelia

From: Diana Almy <[REDACTED]>
Sent: Tuesday, August 15, 2023 4:38 PM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Cc: [REDACTED]

Subject: Written comments for City Council meeting

You don't often get email from [REDACTED]. [Learn why this is important](#)

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.

Dear Vancouver City Council,

My neighbors and I live on SE Rivershore Drive. There is a small undeveloped dead end that the city owns at the end of 164th that negatively affects our neighborhood. This space is being increasingly used for river access by people who, once on the bank of the river, leave the city's small property to cross on to private property owned by residents of Rivershore Drive. Once on the bank of the river, people swim, party and use drugs. Police have been routinely called for disturbances, overnight camping, traffic issues, etc.. Most notably, there have been prowlers and break ins on Rivershore that are linked to the activity at this location.

No Parking signs are clearly posted on the north side of Rivershore Drive. Particularly during the summer months, cars line this side of the street. Sometimes the signs are not visible because they have been intentionally knocked over. When cars park on the north side of the street it creates an inconvenience, a traffic hazard and a safety issue. Congestion caused by parking on both sides of the street prohibits any emergency vehicles such as fire trucks or ambulances from entering Rivershore

Drive. This truly is a safety issue.

We are looking for a long term solution. The police have been highly considerate with our repeated calls, but they have higher priorities. Several neighbors called the afternoon of August 14th due to the parking hazard. The Police did not arrive until around 10pm at night. VPD officer Ripp apologized but explained he had other critical issues with higher priority. He mentioned that violence in Vancouver has been increasing. We as residents have experienced the increase in crime in the last few years.

There has to be a remedy. We all know what a park looks like, this is not a park. It is access to other people's private property. As neighbors, we are frustrated.

Frankly, most of the Rivershore residents would love to see this tiny undeveloped space closed. There are two actual parks nearby; Wintler Community Park and Camas/Washougal Cottonwood Beach. In light of the VPD policy of non-response to large-scale parking violations and crime associated with people accessing private property, please provide your best thoughts on a way forward for residents of Rivershore Drive.

Thank you for your consideration.

Diana Almy

[REDACTED]
[REDACTED]

Sent from [Mail](#) for Windows

From: [Holmes, Eric](#)
To: [Dollar, Sarah](#)
Subject: FW: ICC Letter RE: Warehouse Moratorium
Date: Monday, August 14, 2023 2:05:22 PM
Attachments: [ICC Warehouse Letter 081423.pdf](#)

Please see attached.

From: Sean Philbrook [REDACTED]
Sent: Monday, August 14, 2023 1:54 PM
To: McEnerny-Ogle, Anne <A.McEnerny-Ogle@cityofvancouver.us>; Hansen, Bart <B.Hansen@cityofvancouver.us>; Stober, Ty <T.Stober@cityofvancouver.us>; Paulsen, Erik <E.Paulsen@cityofvancouver.us>; Fox, Sarah <S.Fox@cityofvancouver.us>; Perez, Diana <D.Perez@cityofvancouver.us>; Harless, Kim <K.Harless@cityofvancouver.us>; Holmes, Eric <Eric.Holmes@cityofvancouver.us>
Cc: Eiken, Chad <Chad.Eiken@cityofvancouver.us>; Coutinho, Becky <Becky.Coutinho@cityofvancouver.us>; Delapena, Amanda <Amanda.Delapena@cityofvancouver.us>; rarp amplifygroup.com <rarp@amplifygroup.com>
Subject: ICC Letter RE: Warehouse Moratorium

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, Council, City Manager --

Please accept the attached letter regarding possible code amendments affecting warehouse and distribution center projects in the City of Vancouver. The letter is submitted by Identity Clark County on behalf of a coalition of business leaders.

Thank you.

Sean Philbrook

--

Sean Philbrook, Vice President of Programs
Clark County
[REDACTED]

August 14, 2023

Mayor McEnerny-Ogle
Vancouver City Council
City Manager Holmes
PO Box 1995
Vancouver, WA 98660-1995

Dear Leaders:

On behalf of a working group of about 40 business leaders involved in real estate, development, construction, finance and land use, we thank the city for ongoing dialogue regarding larger warehouse projects in and around the city.

We understand the reason for the city's sudden moratorium was to halt the commitment of land to large e-commerce facilities until conditions could be studied further. These properties were described as 14+ acres to be capable of supporting fulfillment centers of 250K sf or more. What was discovered is that, after removing properties under port jurisdiction or governed by pre-annexation agreements, there are only a few properties in the city that could be candidates for large e-commerce fulfillment centers.

The Fehr and Peers analysis revealed that e-commerce fulfillment centers support quality jobs and our growing appetite for shopping online. Large warehouses also help drive our economy generating millions of dollars in tax revenue for local communities. Every metro area needs them: the question is where and how.

We've had a brief opportunity for a first review of possible code amendments, for which you've received excellent recent feedback from several involved in our working group. Therefore, we will focus our input at a broader level at this stage.

We support consideration of e-commerce fulfillment center proposals that include a building of greater than 250,000 sf under roof as a limited use, with clear standards for traffic flow, environmental design, energy efficiency and climate stewardship. We prefer limited use over conditional use because it creates clarity for developers, most of which pursue such projects based on regional capacity conditions rather than for a specific user. We support limiting such facilities to space near interstates, state routes or truck routes. We support requirements to make such facilities EV-ready, making it easy to adapt as freight and commerce fleets become more electrified over time. We support climate-easing choices around renewable energy generation where practical, plus environmental design such as natural light and climate-friendly materials and colors. We also support traffic impact analysis to ensure adequate capacity and impact recovery.

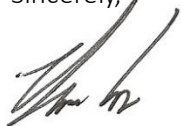
For industrial and warehouse projects less than 250,000 sf under roof, most of the proposed conditions would prove to be impractical for a variety of reasons. Therefore, we prefer separate requirements for smaller facilities and recommend allowing such projects to be permitted outright in IH and IL zones in

keeping with current practice. These facilities typically are used by multiple tenants that change over time, making it difficult to affix specific limitations. The permitting of such projects already takes into account community development and traffic flow. The development of additional properties helps balance the undeniable job and employer creation benefits in proximity to where people live, thereby reducing pressure on commute vehicle miles traveled.

Although changes to code in these areas falls outside the scope of the warehouse moratorium, we recommend introducing sustainable design best practices which can be incorporated into the site plan review process. The graphic shared by city staff demonstrates the private sector is diligently working toward a climate-smart future without prompting from code requirements. In this manner, property owners and city officials can work together to pursue climate- and community-friendly properties that employ our neighbors and fuel our economy and tax base, while pursuing and preparing for technologies that further ease pressure on our climate.

We appreciate the opportunity to weigh in on this important topic and look forward to additional dialogue once case studies of real properties are evaluated to better understand the impacts associated with these proposed changes.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Ron Arp', with a stylized flourish extending from the end.

Ron Arp, President
Identity Clark County

On behalf of a coalition of business leaders

cc: Chad Eiken, Becky Coutinho

From: [Wynn Grcich](#)
To: [Dollar, Sarah](#); [Rebecca Messinger](#)
Subject: covid 19 deaths
Date: Monday, August 14, 2023 8:26:05 PM

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[CHILD KILLERS: CDC data show over 118,000 U.S. children died suddenly after covid jab rollout \(newstarget.com\)](#)

CHILD KILLERS: CDC data show over 118,000 U.S. children died suddenly after covid jab rollout

By [Lance D Johnson](#) // Aug 14, 2023

Please, Send to council members and Melneck. Put on public record and confirm that you did. Thanks from Wynn

POLICE TRANSPARENCY NOW

-VANCOUVER, WA POLICE FACT SHEET & CALL FOR ACTION-

Over the last 10 years, according to the **Vancouver Police Dept.** **at least 2894 COMPLAINTS** were investigated & VPD found **560 INCIDENTS** of their officers committing **MISCONDUCT** while on duty.

According to VPD, the MISCONDUCT is increasing over time.

During this time period, the Dept. was overseen and ran by:
City Manger Eric Holmes, Chief of Police Jeff Mori and the Vancouver City Council including long time office holders Mayor Anne McEnerny-Ogle, Mayor Pro Tem Ty Stober, and Bart Hansen.

UNDER THEIR LEADERSHIP, we have these numbers:

	Misconduct	All Investigations		VPD COPS
2022	82	240	34.17%	220
2021	103	309	33.33%	--
2020	77	291	26.46%	--
2019	68	243	27.98%	--
2018	74	278	26.62%	218
2017	51	208	24.52%	208
2016	40	370	10.81%	190
2015	36	406	8.87%	190
2014	7	160	4.38%	--
2013	22	389	5.66%	184
TOTAL	560	2894		

*** please note: There is no ANONYMOUS REPORTING PROCESS within VPD. **VPD says they have received only 8 ANONYMOUS COMPLAINTS in 10 yrs.** The identity of anonymous reporters is not protected at VPD and it takes months to receive a response to Safety Concerns, if they respond at all.

*** DATA From July 2023 Public Records request (103 pages) & local media reporting

VPD talks about change, but won't take action

In 2019 Vancouver Police killed 3 people in a month. Consequently, they gave \$98,000 to a outside Law Enforcement company, the Police Executive Research Forum, to conduct a study entitled the "PERF Report". Despite making over 80 changes from the report, Vancouver Police are still Killing our Neighbors and creating dangerous situations in our neighborhoods.

Since their 3 KILLINGS in 2019, Vancouver Police have killed at least 5 more people.

- We give the Vancouver police 30% of our taxes, and
- We give Vancouver Police full control of Police Accountability.
- VPD gave law enforcement \$98,000 to review the Department.
- **VPD GAVE OUTSIDE LAW ENFORCEMENT ACCESS TO THEIR RECORDS.
CITY OF VANCOUVER RESIDENTS SHOULD HAVE THE SAME ACCESS**

What misconduct are VPD Officers involved in? What types of Complaints do they refuse is to investigate? What are VPD Officers doing throughout their days, using 30% of our resources?

WE DEMAND THE FOLLOWING INFORMATION FROM CITY MANAGER ERIC HOLMES:

- 1) Release of all 2894 complaints, (with sensitive data removed) including timelines of the investigations, showing how VPD addressed the concerns.
 - 2) Data showing how long it takes for Officers to receive correction, re-training, and/or discipline from their misconduct.
 - 3) Data showing the efficacy of VPD discipline and/or training.
 - 4) A Separate, Safe & Anonymous Reporting System, outside of VPD control.
 - 5) Ongoing access to VPD Data for public oversight and transparency.
- 5) A PLAN FOR GIVING THE COMMUNITY CONTROL OF VPD**

VPD IS BEING MISMANAGED & IS UNSAFE

CALL 360-487-8600 or EMAIL YOUR CITY COUNCIL:
CMO@CITYOFVANCOUVER.US, Eric.holmes@CityOfVancouver.us
B.Hansen@CityOfVancouver.us, E.Paulsen@CityOfVancouver.us
D.Perez@CityOfVancouver.us, K.Harless@CityOfVancouver.us
S.Fox@CityOfVancouver.us, A.McEnery-Ogle@CityOfVancouver.us
T.Stober@CityOfVancouver.us

Vancouver Wastewater Solids Planning Program

Frank Dick, Senior Civil Engineer
Public Works Department

Samantha Salvia, Project Manager
Brown and Caldwell

Council Workshop
September 11, 2023



Agenda

- Opening Remarks – Lon Pluckhahn
- Vancouver's Wastewater Solids Renewal Program
- Decision-making Process
- Prioritization Activity and Council Discussion
- Closing Comments

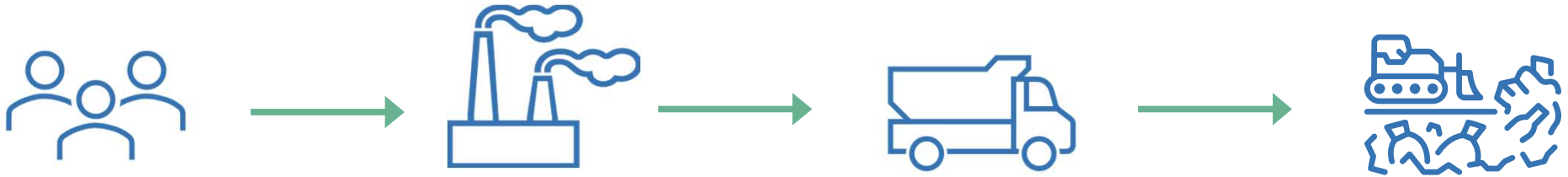


Vancouver's Wastewater Treatment Facilities



Current Process

Wastewater solids are incinerated and resulting ash is sent to landfill



1 ton EVERY
hour

The amount of wastewater solids Vancouver produces, the equivalent weight of a VW Bug

8 years

Estimated remaining useful life of incinerator

10% EVERY
10 YEARS

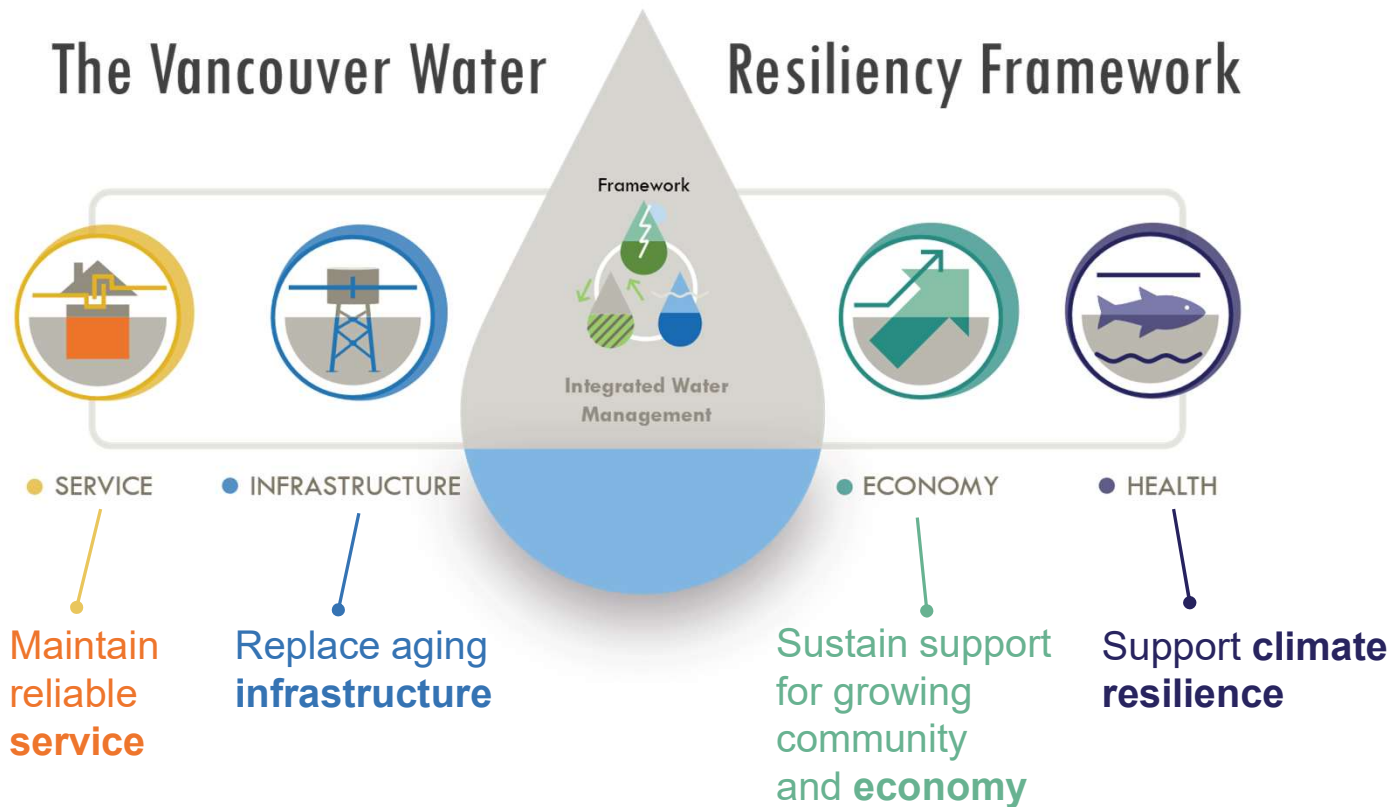
Vancouver's current rate of population increase



Program Vision

A sustainable solids solution that advances the City's Climate Action Framework and the City's commitments to equity, stewardship, resilience, and community safety, that recovers and reuses resources for the benefit of the community and the environment.

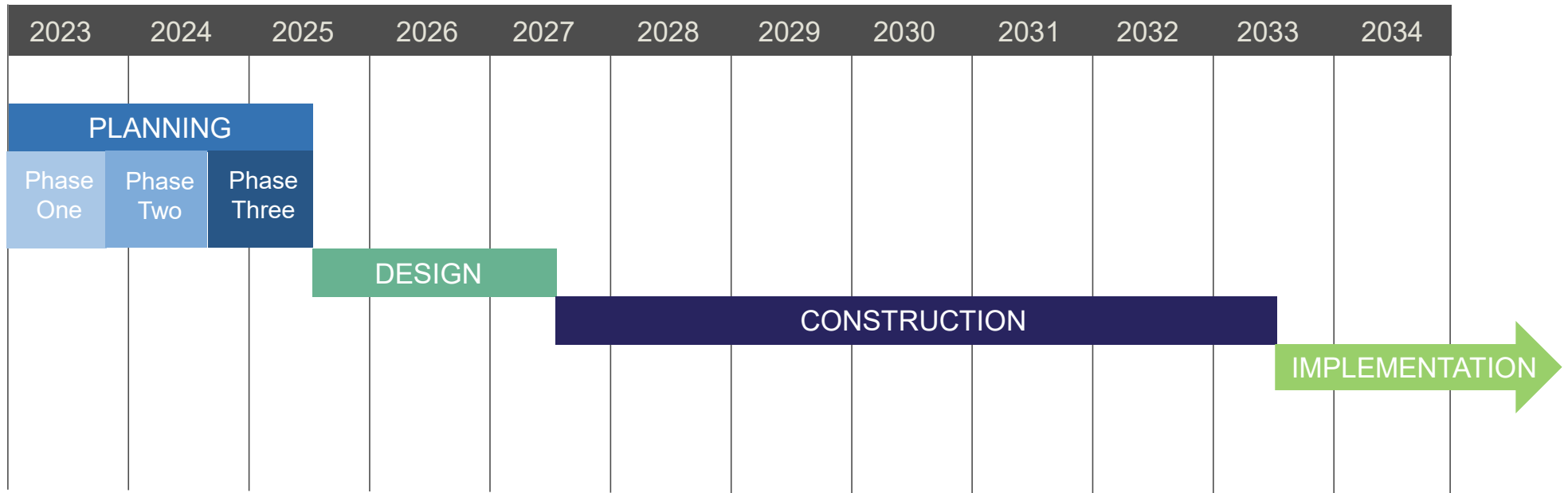
A Generational Investment in Our Future



Program Advances City Priorities



This is a multi-year program



This program is Vancouver's **largest wastewater investment** over the next 15 years

We are Currently in Planning Phase 2



Establish project boundaries, priorities, and decision-making criteria for Phase 2



Evaluate options with experts, city staff and community



Develop the Implementation Plan

All These Values Will Guide Selecting Options



Equity



Climate Impact



**Environmental
Health**



**Economic
Prosperity**



Human Health



**Service
Delivery**



**Regulatory
Compliance**

How important are the following priorities on a scale of 0 (meets minimum requirements) to 10 (greatly exceeds requirements)?

Meets Minimum Requirements	Equity	Greatly Exceeds Requirements
	Climate Impact	
	Environmental Health	
	Economic Prosperity	
	Human Health	
	Service Delivery	
	Regulatory Compliance	



Note to Slide reviewers:
This slide will be a live link
to Mentimeter that displays
poll results during the
workshop activity

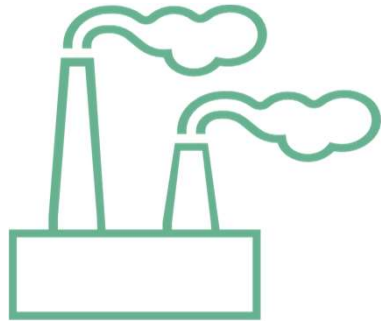


Discussion

- Any comments on poll results? Were there any surprises?
- Can you talk about which values you scored the highest and why?
- Are there other values we should be considering, in addition to those shown?

Program Pathways to be Further Evaluated

Incineration and Landfilling



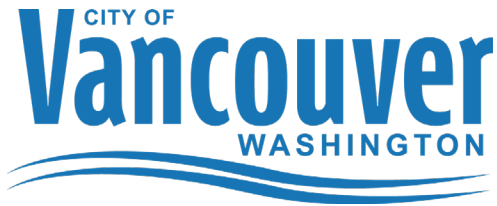
Rehabilitate/replace current solids handling incineration facility while meeting new regulatory requirements

Resource Recovery



Recover nutrients and renewable energy through combination of new wastewater solids processes. Multiple options to be evaluated.

Closing Comments



MEMORANDUM

DATE: September 11, 2023

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

RE: **Vancouver Wastewater Solids Renewal Program Planning Workshop**

CC: Lon Pluckhahn, Acting Public Works Director
Frank Dick, Senior Civil Engineer, Public Works Sewer Treatment Engineering

Objective

Provide overview of Wastewater Solids Renewal Program and receive Council's input on priorities when evaluating Program options.

Introduction

A core service the City provides is collecting and treating wastewater from its sewerage service area. Wastewater contains both liquids and solids from domestic and business sources. The City processes about one ton of wastewater solids *per hour*, or the equivalent in weight of a Volkswagen Beetle. Currently these wastewater solids are separated from liquids and incinerated, and the resulting ash is sent to a landfill. However, there are other options for treating wastewater solids that result in beneficial uses, like fertilizing and soil-building products, commonly referred to as "biosolids" and renewable energy in the form of "biogas."

The Wastewater Solids Renewal Program (Program) is evaluating options for how the City can best move forward with treating and handling wastewater solids. The Program provides a unique opportunity to invest in Vancouver's wastewater system and develop a renewable resource program to benefit future generations of our community. During the City Council Workshop on September 11, 2023, we will present an overview of the Program and seek Council input and alignment on priorities in evaluating Program options.

Why is the Program needed now?

Major components of Vancouver's current wastewater solids management system are nearing the end of their useful life, requiring significant renewal or replacement projects. In addition, regulations for managing wastewater solids continue to evolve. Current federal emissions regulations are more stringent for new incinerators and for existing incinerators that undergo an expansion. Newly established City greenhouse gas emissions goals also contribute to the need to assess how the City manages wastewater solids. New and emerging markets in resource recovery have the potential to benefit local business, further City climate goals, and better meet community expectations.

The Wastewater Solids Renewal Program seeks a more sustainable and beneficial direction for wastewater solids management that advances the City's Climate Action Framework, while providing for safe, clean, and environmentally-sound facilities.

Wastewater Solids Renewal Program Vision

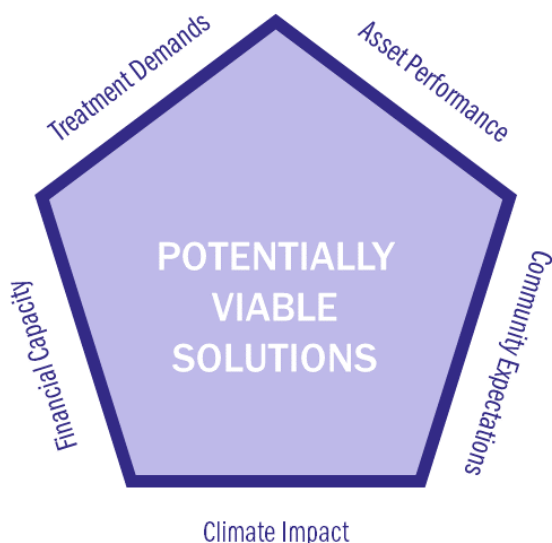
A sustainable solids solution that advances the City's Climate Action Framework and the City's commitments to equity, stewardship, resilience, and community safety, that recovers and reuses resources for the benefit of the community and the environment.

What is the Program status?

The Program is currently in the Planning phase, which started in August 2022. The City is taking a three-phased approach to planning. These phases will culminate in developing an Implementation Plan aligned with the City's priorities to address changing conditions including regional growth, climate, regulatory compliance, as well as renew aging infrastructure to support residents and businesses. The three phases are:

1. Identify Program Boundaries and Establish Decision Framework (completed July 2023)
2. Develop and Evaluate Program Alternatives (Initiated in August 2023)
3. Develop Implementation Plan (Planned for mid-2024)

The first phase of Program Planning identified Program Boundaries, or current conditions and constraints, to determine potentially viable solutions and established a decision framework to evaluate Program options. The Program Boundaries are shown in Figure 1.



In the current Phase of planning, the City and consulting team are evaluating Program options. Fundamentally, the City will decide whether to continue incinerating wastewater solids or whether to shift to a different wastewater solids management approach that could include production of beneficial end products such as soil amendments and renewable natural gas. The Program extends through the next decade and is the largest wastewater CIP investment over the next 15 years. Costs for Program options will be further developed during the planning phase. An overview of the Program timeline is shown in Figure 2.

Figure 1. Program Boundaries

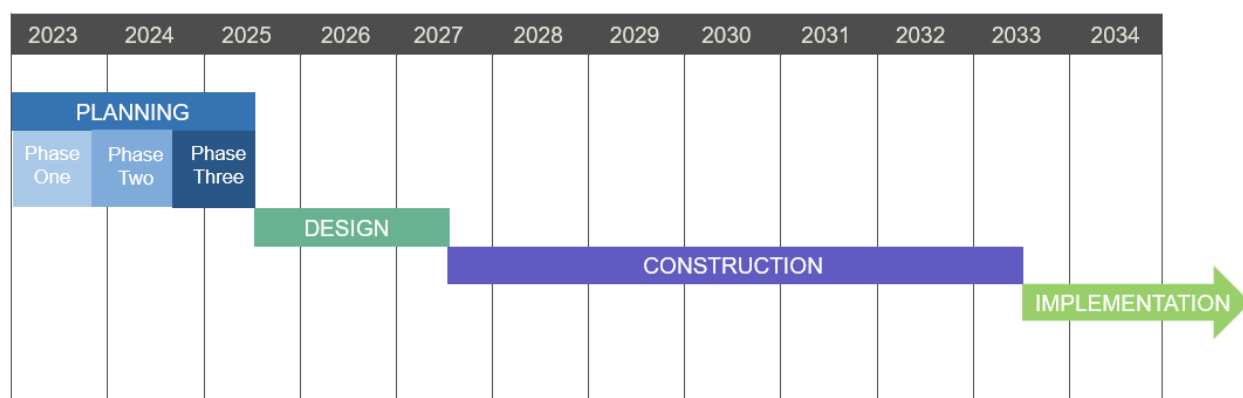


Figure 2. Solids Renewal Program Timeline

How is it aligned with other City Planning efforts?

Work on this Program fulfills one of the community's early action priorities from the City's Climate Action Framework (Action SW-2.6: Develop a solids management and resource recovery plan for wastewater facilities to generate renewable energy and beneficial materials). The Program also aligns with other City planning efforts, including the Strategic Plan, and Water Resiliency Strategy.

The Climate Action Framework includes Strategy SW-2, which established a goal to zero out wastewater emissions. As an initial step, the Climate Action Framework identifies the need to explore the potential for beneficially reusing wastewater solids through the Program planning efforts. The Strategic Plan echoes the Climate Action Framework through goal CN.PM.6, which also calls for wastewater solids management planning.

The Program is also incorporated into the Water Resiliency Strategy as a priority project to support the City's resiliency and livability goals. In addition to its inclusion in these adopted City planning efforts, the Program is coordinated with the City's ongoing Comprehensive Planning effort.

The Program is a unique opportunity to invest in Vancouver's wastewater system and develop renewable resources for future generations

How will Program options be identified, evaluated, and selected?

Currently, a team of technical experts is identifying and detailing different wastewater solids management options. Options to be evaluated will include rehabilitating the existing wastewater solids management system to continue incineration with landfilling of residual ash, and development of new wastewater solids management processes that would incorporate resource recovery. The resource recovery options will include combinations of process that would recover nutrients and energy. This will include options to process the wastewater solids to meet stringent state and federal requirements for use as a soil amendment or fertilizer locally or on agricultural lands. Wastewater solids processed to these standards are called biosolids. Depending on how they are processed, there are different allowable uses for biosolids that include land application for commercial agriculture to products that consumers can use directly on their home gardens.

Options will also include processes that recover renewable energy from the wastewater solids. When wastewater solids are put through a process called anaerobic digestion, biogas that can be used for energy is produced. The team will also evaluate synergies including diverting organic matter from the City's solid waste collection to resource recovery.

Selecting a solids management option will be driven by City values and priorities. The City's Core Planning team identified values that will be the basis for evaluating Program options and developing recommendations to City Council. The Program values were identified during the first phase of planning through a collaborative approach with the City's multi-departmental Core Team and the City's consultant that included reviewing City goals, values, initiatives, and plans. The City documents that informed these values included the Climate Action Framework, Water Resiliency Framework, and the Strategic Plan (2016 – 2021). In June 2023, City Council approved Vancouver's 2023-2029 Strategic Plan. The team reviewed this most recent Strategic Plan to confirm the Program values and direction were in alignment.

Table 1. Program Values Categories and Descriptions For Use in Evaluating Wastewater Solids Options	
Values	Description
Equity	Provide equitable service that minimizes negative externalities and aligns with community values.
Climate Impact	Invest in infrastructure that minimizes impact to a changing climate.
Environmental Health	Protect environmental health and restoration.
Economic Prosperity	Provide affordable services that support a growing community.
Human Health	Use best available science to provide safe infrastructure that protects human health.
Service Delivery	Be a leader in maintaining and delivering reliable and resilient integrated utility services.
Regulatory Compliance	Meet current and future regulations under routine operating conditions.

Using these values as guiding principles, the City and consulting team will evaluate Program options. The team will use a decision support tool that will enable the City to understand and evaluate tradeoffs between the options and select an option that provides the best value to the City. The options, tradeoffs, and staff recommendations will be presented to the Council at a future meeting.

How will City Council and the community be engaged in the Program?

This Program is specifically following direction given by the community and Council. Work on this Program fulfills one of the community's early action priorities. City Council and the community will continue to be engaged in the planning process. A community engagement strategy will be established in this phase of planning and coordinated with other City outreach efforts. As part of this ongoing engagement, today we are seeking Council input on priorities in evaluating program alternatives. Understanding Council's priorities and direction will provide perspective on the alternatives' tradeoffs.

Workshop Activity

We are seeking Council input on prioritizing Program values:

- Equity
- Climate Impact
- Environmental Health
- Economic Prosperity
- Human Health
- Service Delivery
- Regulatory Compliance

In addition to receiving Council feedback through discussion during the workshop, we will be conducting an anonymous live-polling of Council members to provide input on the relative priority of the guiding principles that will inform selection of Program options. Every Program option considered will meet minimum requirements for each of these Program values. We are not asking Council members to choose among them, but rather to share their perspective on relative importance or weighting. For example, if there were two options of similar cost and one had better performance in terms of climate impact, while the other had greater regulatory certainty – which would be preferred?

In the activity, Council members will be asked to go to Mentimeter and respond to a question asking them to give each of these values an importance score from 1 to 10.

Additional Information

This three-minute video produced by the City of Tacoma provides a virtual tour of a wastewater solids resource recovery facility as an example of many different and diverse programs across the Pacific Northwest and the U.S. [\(16\) A Virtual Tour: The Story of TAGRO Mix - YouTube](#)

Glossary

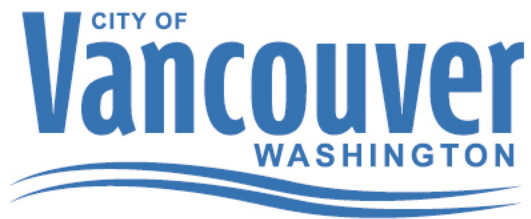
Table 2. Glossary	
Terminology	Definition
Biogas	Renewable natural gas that can be produced from anaerobic digestion of wastewater solids and other organic matter such as food waste
Biosolids	Nutrient rich fertilizer produced from the treated organic matter in wastewater solids or.. Organic matter recovered from wastewater solids treatment and used as fertilizer
Program Boundaries	Current conditions and constraints for the program that form the bounds of potential solutions. These fall into the categories of: asset performance, treatment demands (includes regulatory requirements), climate impact, financial capacity, and community expectations.
Resource Recovery	Approach to wastewater management that shifts from waste disposal to beneficially recovering resources such as clean water, nutrients, and energy
Solids Renewal Program	A series of projects to renew the City's wastewater solids treatment facilities.

2024-2028 Consolidated Plan

Samantha Whitley, Program Manager

Ann Hawkins, Assistant Planner

Economic Prosperity and Housing

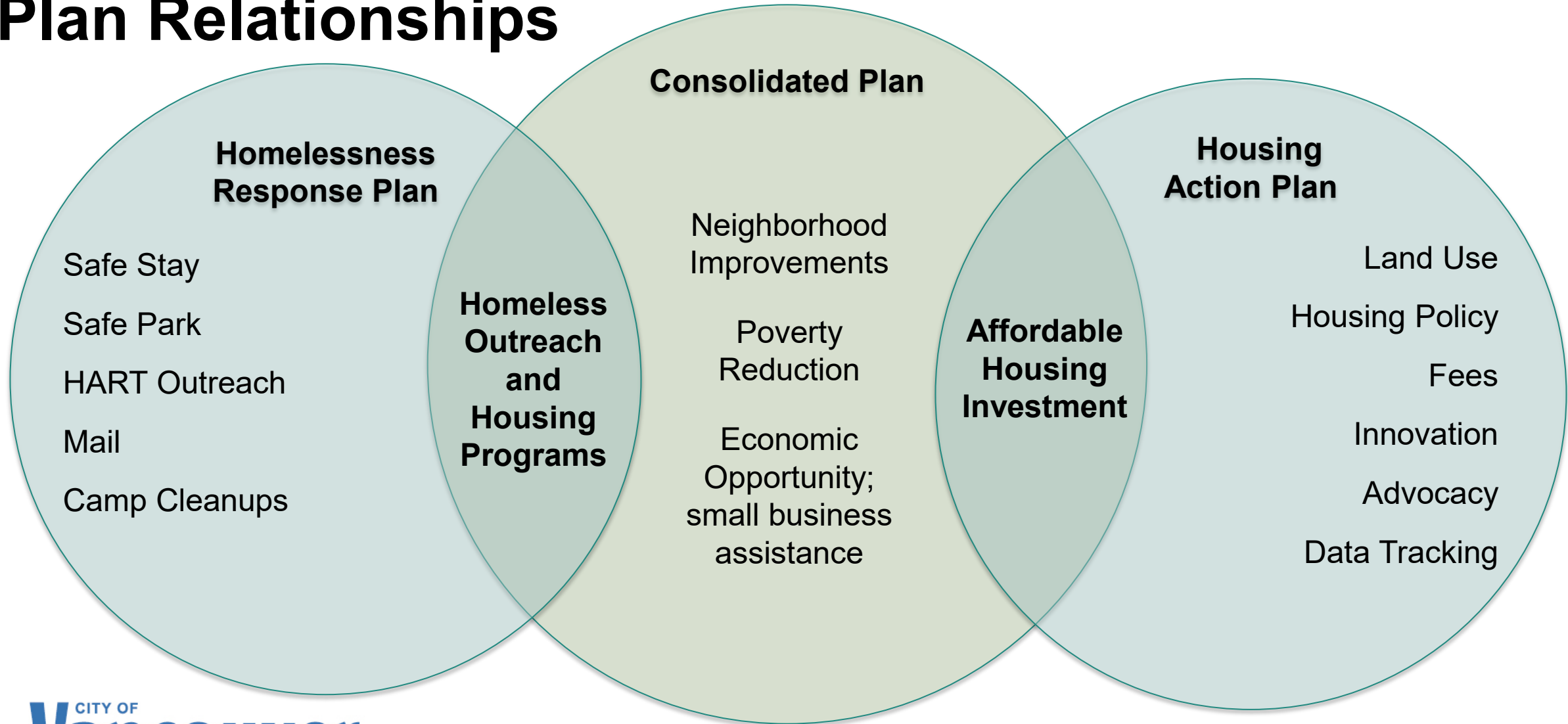


Agenda

- Consolidated Plan Context
- Plan Development
- Community Participation Plan
- Priority Needs
- 2024-2028 Goals
- Timeline



Plan Relationships



Consolidated Plan Process



→ stakeholders, other plans and reports

→ collect data, review surveys

→ sets five-year goals and priorities

→ program-year goals and activities

→ reports accomplishments and spending

Required Element: Community Participation Plan



Encourages community to participate in program:

- **planning**
- **implementation**
- **assessment**

Outlines procedures for comments, objections, complaints

Internal Coordination

- Strategic Plan
- Equitable Development Strategy
- Comprehensive Plan
- Housing Action Plan
- City Homeless Response Plan
- Climate Action Framework
- HOME-ARP Plan
- Office of Equity and Inclusion

Community Outreach

- City Manager Quarterly Meetings
- NAYA Homeownership Fair
- Council Community Forum
- National Night Out
- Continuum of Care
- Community Action Advisory Board
- 2022 City Community Survey
- 2020 Community Needs Assessment

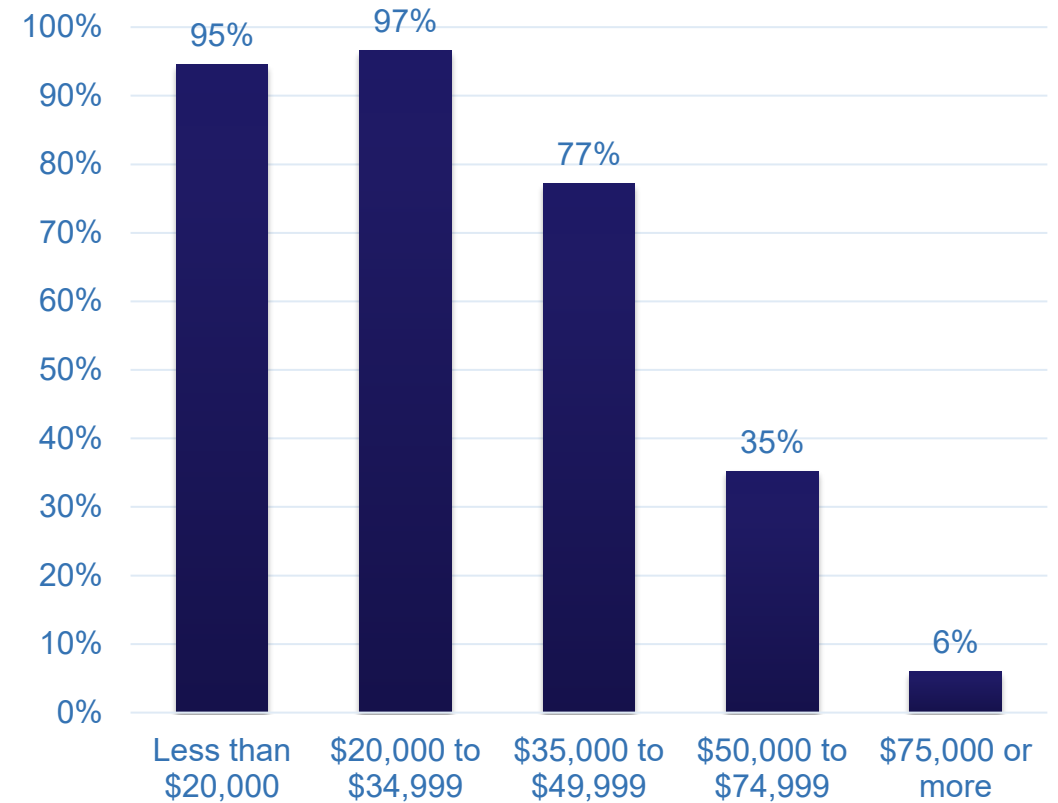
Priority Needs



- Affordable Housing
- Household stability, poverty reduction
- Neighborhood Improvements
- Economic Opportunity

Affordable Housing Need

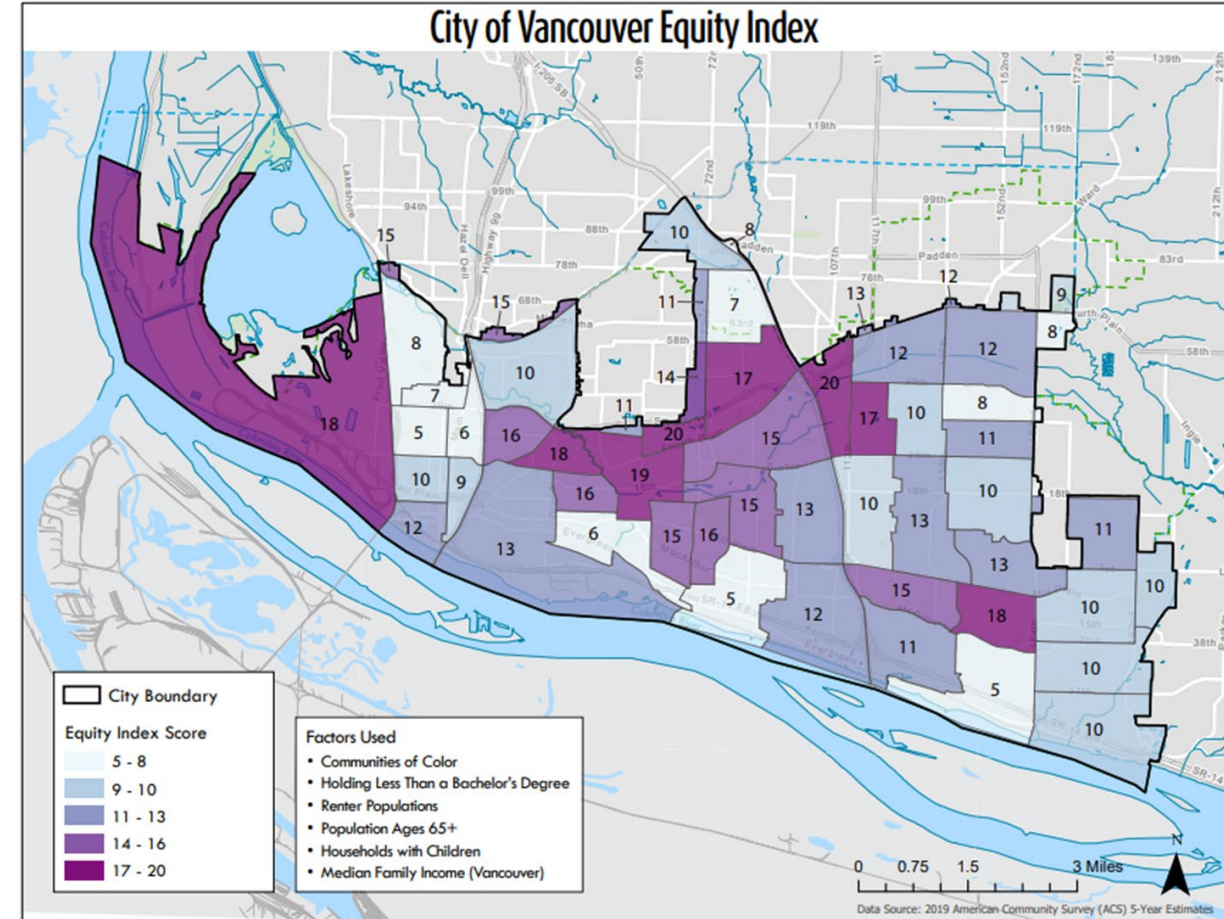
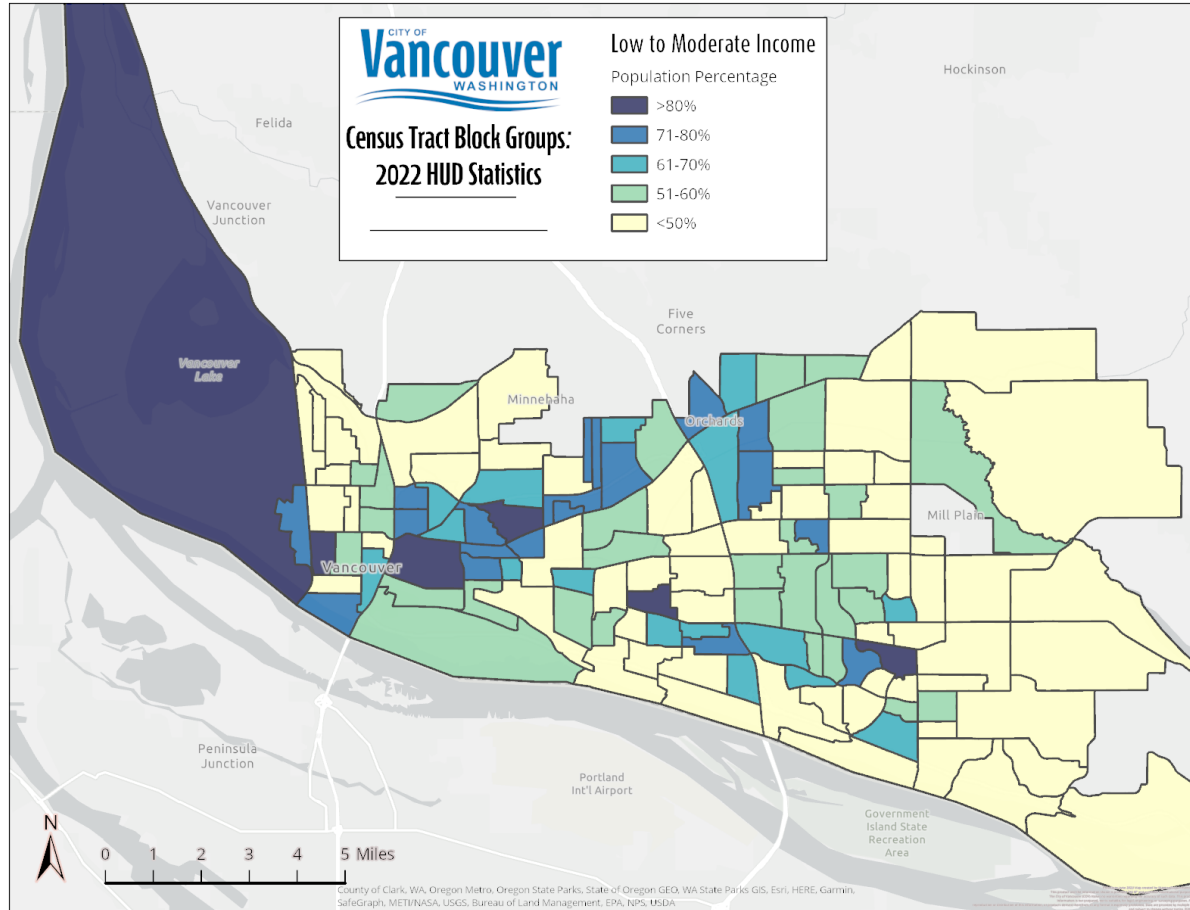
Percent of Renter Households that are Cost Burdened City of Vancouver, 2019



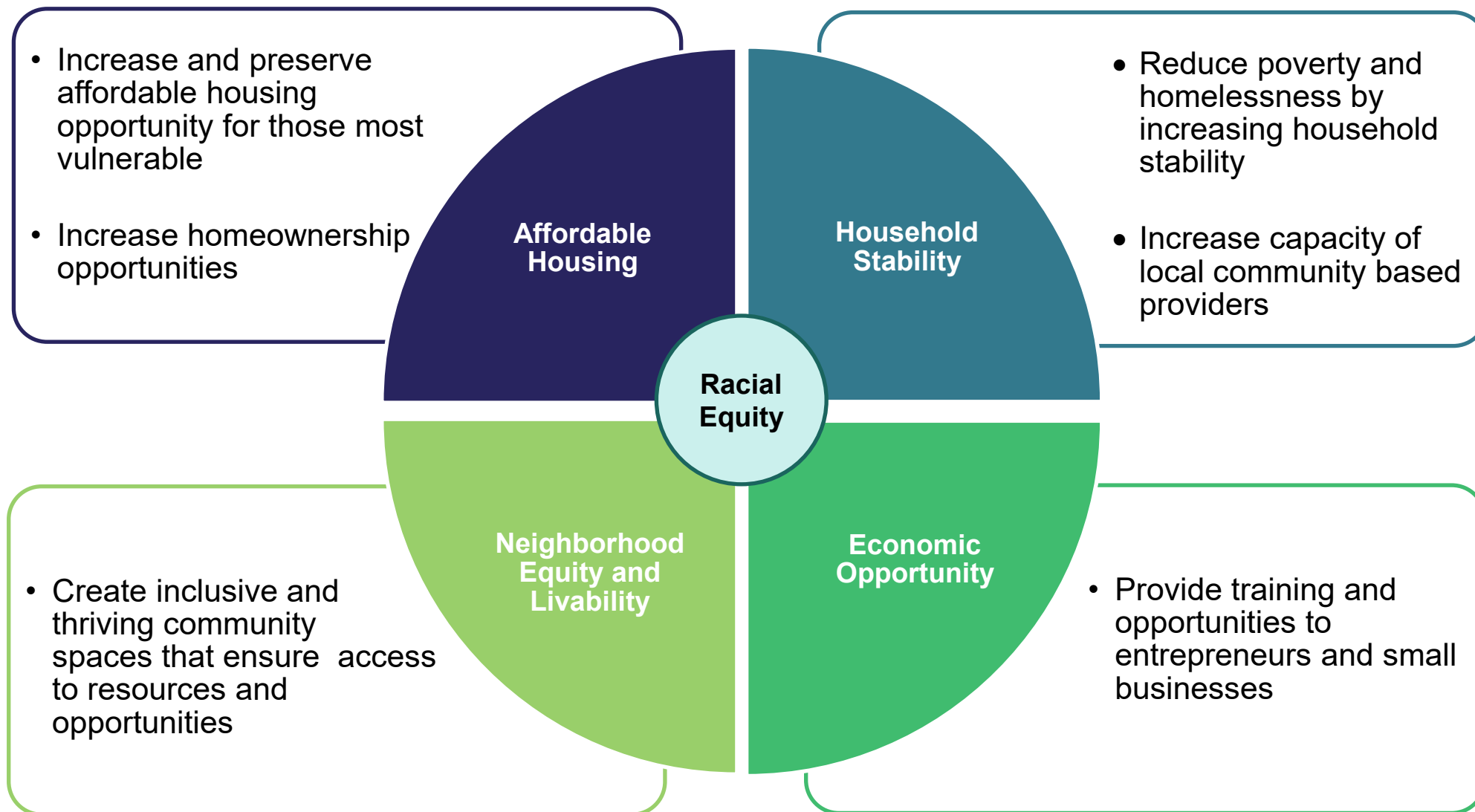
Household Stability Need



Neighborhood and Economic Opportunity Need



Proposed 2024 – 2029 Goals



Project Schedule Timeline

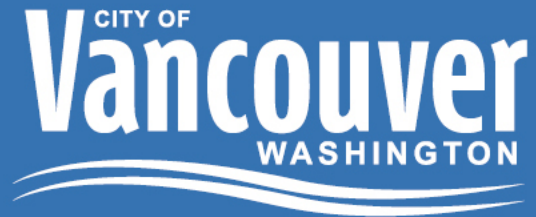




Questions?



Thank You





Item #1.

Staff Report: 163-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/11/2023

SUBJECT Final Construction Acceptance for the NE 49th St Water Main Replacement, ITB# 22-04

Key Points

- Advanced Excavating Specialists installed water and sewer improvements in Northeast 49th Street.
- Utility coordination provided for the extension of sewer to unsewered areas within the water project.
- Final construction acceptance of the improvements facilitates the release of the contractor's bond.

Strategic Plan Alignment

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

Present Situation

Advanced Excavating Specialists, of Kelso, Washington, has completed the installation of approximately 6,000 linear feet of new ductile iron water main in Northeast 49th Street from Northeast 15th Avenue to Northeast St Johns Boulevard. They also completed the installation of approximately 550 linear feet of new sewer main to serve unsewered areas with failing septic systems within the water project area. The new water main replaced older steel pipes and brittle asbestos cement pipes to improve system integrity. A larger water main was installed to increase fire flow to the area. Internal coordination between the utility groups provided for the sewer improvements that have been installed with this project.

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

<u>Total Contract Costs</u>	
Labor, Equipment and Material	\$1,600,242.82

Sales Tax	\$136,372.55
Total	\$1,736,615.37
Retainage	BOND

The original contract amount for this project was \$1,625,888.78, 11% less than the final construction cost. The 11% increase can mainly be attributed to the cost of extending the sewer an additional 150 linear feet and paving work that was added to fully restore the street.

Advanced Excavating Specialists exceeded the required 3% apprenticeship utilization goal by using 1000 apprenticeship hours out of the total 8800.7 project hours to obtain an apprenticeship utilization of 11%.

Advantage(s)

1. Increased water system integrity and fire flow.
2. Extended public sewer to unsewered areas.
3. Final construction acceptance allows for closure on third-party bond claims and facilitates release of the contractor's bond.

Disadvantage(s)

None

Budget Impact

None anticipated. Sufficient budget was originally included in the 2021-2022 Capital Budget and then carried forward into 2023.

Prior Council Review

- Approved in the 2015 Comprehensive Water System Plan
- Approved in the 2021-2022 Water Capital Budget
- Approved in the 2021-2022 Sewer Capital Budget
- Staff Report 022-22, award of bid for the NE 49th Street Water Main Replacement project on February 28, 2022.

Action Requested

On August 17, 2023, accept the NE 49th Street Water Main Replacement project, as constructed by Advanced Excavating Specialist, of Kelso, Washington, and authorize release of the bond for retainage, subject to receipt of all documentation required by law.

Michelle Henry, Senior Civil Engineer, 360-487-7155



Staff Report: 164-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/11/2023

SUBJECT Easement Release - over properties (1124272214, 1124272216, 1124272218, 1124272220)

Key Points

- Vacation of sanitary sewer easement recorded under Auditor's File Number G559297 will release an existing 20-foot-wide easement that extends across four private properties.
- Staff is recommending the collection of no compensation for the vacated area.

Strategic Plan Alignment

Not Applicable

Present Situation

In 1970 an easement was recorded to extend across parcels 1124272214, 1124272216, 1124272218, 1124272220, which at the time was only one parcel. This easement provided access for the E-Interceptor, the large diameter sewer that carries wastewater from the east side of the city to the Marine Park Reclamation Facility.

The Columbia Harbor PH III plat was recorded in 1981. This split the original property into the four parcels that exist today and are identified above. With this plat an easement over the existing E-Interceptor was included.

It has been determined that the two easements are offset from each other and therefore encumbering more than the 20 feet required for maintenance access. After an investigation it has been determined that the easement from the 1981 plat of Columbia Harbor PH III is centered over the existing sewer and better suits the needs of the City's Public Works Sewer Department. With these findings, the easement recorded in 1970 (G559297) is no longer required and is eligible for release.

Advantage(s)

Releasing easement area reduces parcel encumbrance.

Disadvantage(s)

None

Budget Impact

None

Prior Council Review

None

Action Requested

Authorize the City Manager or their designee to sign the easement release.
Sheryl Hale, Senior Engineering Supervisor, 360-487-7151

ATTACHMENTS:

- ▣ Attachment A: Original Easement
- ▣ Attachment B - Columbia Harbor PH III plat 1981
- ▣ Attachment C - Release of Sewer Easement

G 559297

SEWER EASEMENT

757713

THE GRANTORS WILBUR D. ANDREWS & ROSALIND ANDREWS, Husband & Wife

for and in consideration of TEN and NO ----- 100 Dollars (\$10.00) and other valuable considerations in hand paid, bargain, sell and convey to the CITY OF VANCOUVER, a municipal corporation of the State of Washington, a perpetual sewer pipeline easement, together with a temporary construction easement, over, under and across the real estate described herein, and located in Clark County, Washington.

This easement is granted for the purpose of constructing, installing, reconstructing, repairing, operating and maintaining a sanitary sewer line, and the grantee, its agents and contractors shall have the right at any reasonable time to enter upon the premises for such purposes.

In addition, the grantors hereby grant to the grantee a temporary right-of-way as described herein, for the purpose of piling dirt, moving, placing or using equipment and supplies, and for other necessary operations in connection with the initial construction of the sanitary sewer line.

The easements herein given are subject to any and all prior recorded easement rights affecting the subject lands.

No buildings shall be constructed within the perpetual easement area without the consent of the City of Vancouver.

The land described in the temporary construction easement shall be restored by the City or its agents as nearly as possible to its present condition and in the event the grantee or its agents ever excavate within the permanent easement for purposes of repair, replacement or maintenance, the grantee (City of Vancouver) agrees to restore the land to its condition prior to such excavation, or as nearly so as is possible. THIS EASEMENT SERVES AS 90 DAYS NOTICE OF COMMENCEMENT OF CONSTRUCTION, AS OF THE DATE HEREOF.

Perpetual Easement: All that portion of the following described real estate, designated as Parcel "A", with a twenty foot strip of land, being ten feet on each side

of the following described centerline, as it enters, crosses and leaves the premises.

Temporary Easement: All that portion of said described real estate within a strip of land fifty feet wide, being twenty five

feet in width on each side of the following described centerline.

Andrews

- 2 -

757714

Parcel A: That portion of Section 32, Township 2 North, Range 2 East of the Willamette Meridian, lying within the Louis Lieser Donation Land Claim, described as follows: Beginning at a point 14.61 chains south and 25.90 chains east of the quarter post on the west line of said section 32 being a point in the center of the County road known as the Evergreen Highway being also the northeast corner of the Ladru Royal Tract as conveyed by Deed recorded in Volume 4, Page 169, Records of Clark County, Washington; running thence south 0°19'15" east to the southerly boundary of the Evergreen Highway said point being the true point of beginning and said point being north 74°48' west 166.0 feet and north 74°11' west a distance of 2547.74 feet from the intersection of the southerly boundary of said Evergreen Highway and the east line of the Louis Lieser Donation Land Claim; running thence along the southerly boundary of Evergreen Highway south 74°48' east a distance of 166 feet; thence running along the southerly boundary of said Evergreen Highway south 74°11' east a distance of 351.85 feet; running thence south 13°28' west a distance of 1330.94 feet to an iron pipe at the top of the bank of the Columbia River said point being north 67°13' west 150 feet from an iron pipe at the top of the bank of the Columbia River in the west line of the Ralph Lieser Tract; thence south 13°28' west to the meander line of the Columbia River; thence westerly along the meander line of the Columbia River to the east boundary of the Ladru Royal Tract aforementioned; thence north 0°19'15" west along the easterly boundary of said Ladru Royal Tract to the top of the bank of the Columbia River; thence running along the easterly boundary of said Ladru Tract north 0°19'15" a distance of 1357.60 feet to the true point of beginning.

Except portion lying in right-of-way of the Spokane, Portland, and Seattle Railroad. Also, beginning at a point on the south line of the Evergreen Highway, 1715.76 feet east and 999.39 feet south from the Quarter Section corner on the west line of Section 32, Township 2 North, Range 2 east of the Willamette Meridian, said point beginning being on the east line of that certain tract conveyed to Osmon Royal, et ux, by Deed recorded in Book 18, Page 344, Clark County Deed Records; and running thence north 77°31' west, along the south line of said Highway, 272.0 feet to the west line of that certain tract conveyed to Caleb J. Moore, et ux, by Deed recorded in Book 93, Page 306, of said records; thence south 0°04' west along the west line of said Moore Tract, 759.4 feet to the north line of the Spokane, Portland, & Seattle Railway Company's right-of-way; thence south 71°52' east, along the north line of said right-of-way, 14.52 feet; thence south 0°04' west, along the west line of said Moore Tract, to the south line of the Louis Lieser Donation Land Claim; thence easterly, along the south line of said donation land claim, to the east line of said Royal Tract; and thence north 0°19'15" west, along said east line, to the point of beginning.

Excepting However, that certain 100 foot right-of-way conveyed to the Portland and Seattle Railway Company, per Deed recorded in Book 61, Page 457, Clark County Deed records.

Centerline Description: Beginning at a point on the west line of the above described Parcel "A" that is 140.00 feet south of the south line of the railroad right-of-way; thence south 74°08'33" east a distance of 565.00 feet, more or less, to a point on the west line of the E. Duane Dalmtz Tract.

Dated this 14th day of August, 1970.

Wilbur D. Andrews by Rosalind Andrews, his attorney
in fact.

Rosalind Andrews
ROSALIND ANDREWS

STATE OF WASHINGTON)

COUNTY OF CLARK }

ss

On this day personally appeared before me Rosalind Andrews, to me known to be the individual described in and who executed the within and foregoing instrument, in severalty and as attorney in fact for Wilbur D. Andrews, and that she signed the same as her free and voluntary act for the uses and purposes therein mentioned.

Given under my hand and seal this 14th day of August, 1970.



FILED FOR RECORD
CLARK CO. WA

Fred Street NOTARY PUBLIC in and for the State
of Washington, residing at Vancouver.

AUG 17 9 53 AM '70
AUDITOR DON BUNKER 312

H-141

H-141

Feb. 1981

J. A. Smythe
CHAIRMAN OF THE BOARD

ATTEST _____
COUNTY AUDITOR

APPROVED Jerry M. Day 5/18/88
COUNTY ENGINEER

Ben Gassaway sm 5/26/81
County Assessor

*An easement is hereby reserved under and upon the exterior ⁶(six) feet of front and rear boundary lines and the exterior ³(three) feet of side boundary lines of all lots for the purpose of installing, laying, constructing, re-
newing, operating and maintaining, electric, telephone, television services and surface drainage facilities.*

I hereby certify that this plot as shown is a true return from the field and that the delineation is correct to the best of my knowledge and belief.

Thomas P. Swart
Thomas P. Swart Prof. Land Surveyor*16929

SOUTHWEST HEALTH DISTRICT
LOTS 1 THRU 4 ARE APPROVED
AN APPROVED WATER SUPPLY AND SANITARY
SANITARY SYSTEM ARE NECESSARY

David D. Prosch
CLARK COUNTY DISTRICT HEALTH OFFICER

The parks assessment for this plat has been established as \$—0— per unit before a building permit can be issued for any lot proof of payment of this amount for the lot must be shown.

BOOK H PAGE 141

H-141

RECORD AND RETURN TO:
City of Vancouver
City Clerk's Office
P O Box 1995
Vancouver, WA 98668-1995

RELEASE OF SANITARY SEWER EASEMENT

PLEASE TAKE NOTICE: That City of Vancouver, a municipal corporation of the state of Washington, for and in consideration of one dollar (\$1.00) and other good and valuable consideration does hereby release the entire sanitary sewer easement as described in the following auditor's file:

Auditors File Number G559297

Executed this _____ day of _____, 2023.

CITY OF VANCOUVER

Eric Holmes, City Manager

Approved as to form:

Attest:

Jonathan J. Young, City Attorney

Natasha Ramras, City Clerk

State of Washington)
 :SS.
County of Clark)

I certify that I know or have satisfactory evidence that Eric Holmes is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as City Manager of City of Vancouver, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2023.

NOTARY PUBLIC in and for the state
of Washington residing at _____
My Commission expires:_____



Staff Report: 165-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/11/2023

SUBJECT Bid Award for the W Fourth Plain Water & Sewer Improvements - Rebid, Bid #23-29

Key Points

- Replaces older water mains with larger mains to improve water system infrastructure and increase water system capacity.
- Installs new sewers to improve service and eliminate the need for shared private sewer service lines.
- Tapani, Incorporated is the lowest responsive and responsible bidder and anticipates exceeding the City's apprenticeship utilization goal of 4%.
- Award of bid allows the City to move forward with Construction.

Strategic Plan Alignment

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

Safe and Prepared Community – a safe place to live, work, learn, and play.

Present Situation

This project will install approximately 3,000 linear feet of 12-inch ductile iron water transmission main that replaces an older 8-inch cast iron water main. The new pipe will improve the integrity of the water system and increase water system capacity. New water main will be installed in West Fourth Plain Boulevard between Lincoln Avenue and Main Street. This work is part of a larger water transmission main project identified in the City of Vancouver's 2015 Comprehensive Water System Plan as necessary to convey additional water west to supplement future growth within the Port of Vancouver and surrounding areas.

In coordination with the sewer group, this project also installs approximately 2,065 linear feet of sanitary sewer to improve sewer service to an area with shared private sewer service laterals. The project will repave portions of the street where utilities are installed and supports a separate transportation project that will follow behind the utility improvements to repave West Fourth Plain

Boulevard from curb to curb.

On August 8, 2023, the City received five bids for the subject project. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Tapani, Inc. – Battle Ground, WA	\$3,397,933.00
Advanced Excavating Specialist – Kelso, WA	\$3,413,922.42
Rotschy, Inc. – Vancouver, WA	\$3,457,817.38
James W. Fowler - Dallas, OR	\$5,581,375.42
Highway Specialties - Vancouver, WA	Non-Responsive
<i>Engineer's Estimate</i>	<i>\$2,675,000.00</i>

There were five bidders including one deemed non-responsive. The low bid is higher than the Engineer's Estimate by 22%. This is likely a result of increases in material and labor costs. Tapani, Incorporated of Battle Ground, Washington, is the lowest responsive and responsible bidder. Tapani has successfully completed at least three similar construction projects of this size and scope within the last 10 years.

The required minimum apprenticeship utilization goal for this project is 4%. Tapani intends to exceed this goal by utilizing 136 apprenticeship hours out of the total 2696 project hours.

Advantage(s)

1. Increases water system reliability and integrity by replacing older mains.
2. Adds capacity to convey more water to industrial areas around the Port.
3. Strengthens the water distribution system for improved fire flow.
4. Improves the reliability of public sewer to the project area.
5. Utility improvements are in coordination with Pavement Management to improve the street surfaces.

Disadvantage(s)

Temporary traffic disturbances and inconvenience to neighboring properties unavoidable during construction.

Budget Impact

None. Sufficient budget to cover the project has been included in the City's 2023-24 Capital Biennial Budget, in the respective, Water and Sewer Utility Funds.

Prior Council Review

- Approved in the 2015 Comprehensive Water System Plan.
- Approved in the 2023-2024 Water Capital Budget.
- Approved in the 2023-2024 Sewer Capital Budget.

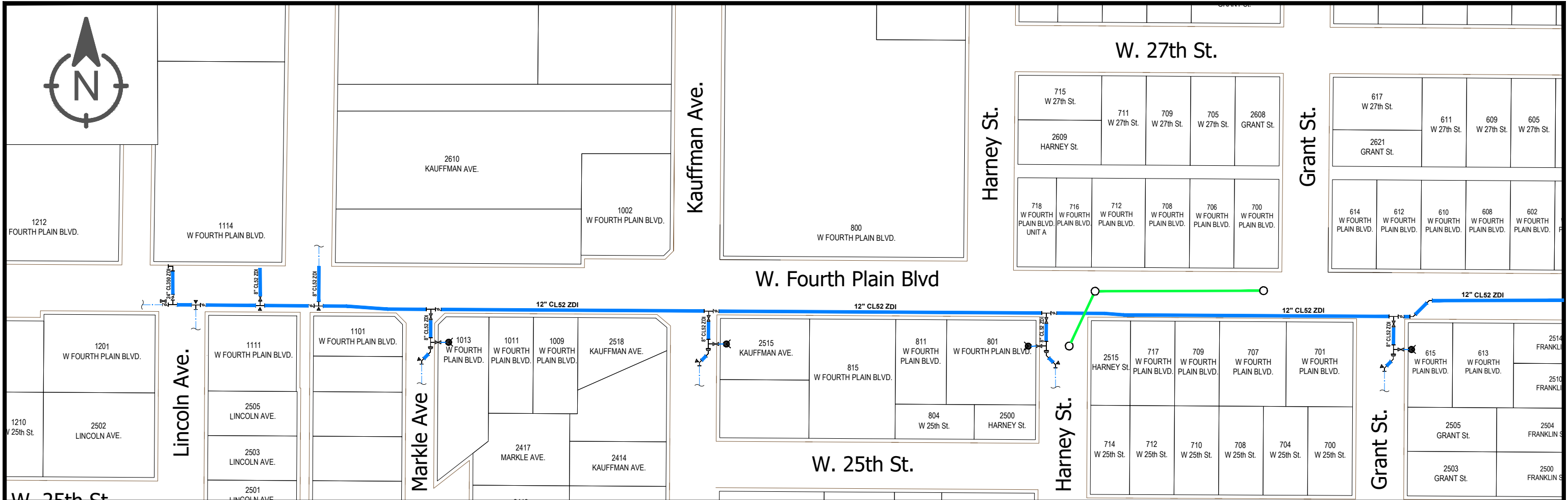
Action Requested

Award a construction contract for the W Fourth Plain Water & Sewer Improvements - Rebid project to the lowest responsive and responsible bidder, Tapani, Incorporated of Battle Ground, Washington, at their bid price of \$3,397,933.00, including Washington State sales tax and authorize the City Manager or designee to execute the same.

Michelle Henry, Senior Civil Engineer, 360-487-7155

ATTACHMENTS:

- ▣ Project Map
- ▣ Contract





CONSTRUCTION CONTRACT # C-101423
ITB 23-29: W Fourth Plain Water & Sewer Improvements – Re-Bid

This Contract (hereinafter referred to as the "Contract") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (hereinafter referred to as the "City") and Tapani, Inc, 1904 SE 6th Place, Battle Ground, WA 98604 (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the "parties" or individually as a "party".

WHEREAS, the City desires to engage the Contractor to provide public works construction and other related services for the work described herein;

WHEREAS, Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 23-29 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions, and City Council's approval on **Month Day, Year** per Staff Report No. **##-##**; and

WHEREAS, the Contractor represents by entering into this Contract that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, and to the standards required by the City.

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

- 1. STATEMENT OF WORK:** The Contractor hereby agrees to furnish all materials, labor, tools, machinery and implements of every description necessary to complete the work in a professional manner within the time limits stated in this Contract for the construction and installation of the following improvements and will make all necessary arrangements for the obtaining of permits from the United States, State of Washington, and/or any of its agencies as may be necessary to do the work required and covered by this Contract.

This Contract provides for the improvements of:

Water: The Contractor shall furnish and install approximately 3,600 linear feet of predominantly 12-inch diameter ductile iron water main that is fully restrained and includes services, fire hydrants, and other appurtenances as shown on the Plans and specified herein.

Sewer: The Contractor shall furnish and install approximately 1,209 linear feet of 8-inch diameter ASTM 3034 PVC SDR 35 gravity sewer main, 78 linear feet of 10-inch diameter C900 PVC SR 18 gravity sewer main, 359 linear feet of 12-inch diameter C900 PVC SR 18 gravity sewer main, 11 48-inch diameter sewer manholes, and 2 60-inch diameter sewer manholes. The sewer will be installed within the existing City of Vancouver right-of-way, including all laterals, manholes, and all appurtenances as shown on the plans and specified herein.

All work shall be in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

The Work shall be Physically Complete within 120 Working Days from the Notice to Proceed, including the potential for 10 days of nighttime work if deemed necessary to minimize construction impacts. All work shall be Physically Complete by May 1, 2024.

2. **EFFECTIVE DATE:** This Contract is effective as of the last signature of the Contract.
3. **E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Contract. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Contract are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.
4. **CONTRACTOR 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 as prescribed in the solicitation and Contractor's Bid, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does includes 8.5% Washington State Sales Tax (if applicable) \$3,397,933.00 USD.

The amount finally to be paid is, however, variable upon the Work actually performed and final payment will be made upon the basis of the amount of work performed and the materials furnished, and at the lump sum or unit prices fixed in the Contractor's Bid and as modified by any and all approved Change Orders.

- 7. CONTRACTOR'S INSURANCE:** The Contractor agrees to the following requirements relating to insurance coverage. Provide a Certificate of Liability Insurance. Said certificate must be provided on a standard "ACORD" form, or its equivalent, and must provide that coverage shall not be canceled or modified without 30 days prior written notice to the City of Vancouver.

In addition, all policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

The Contractor agrees to procure insurance coverage as required below:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this Contract.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000

COVERAGE	LIMITS OF LIABILITY
Annual Aggregate	\$2,000,000
IV. Pollution Legal Liability	
Each Claim	\$3,000,000
Annual Aggregate	\$6,000,000

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

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

All policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

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 cannot be resolved through mediation, either party may

initiate litigation pursuant to the governing law and venue provisions of this Contract The Parties agree to pay their own attorneys' fees and expenses.

10. GOVERNING LAW/VENUE: This Contract shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Contract shall be brought in the Superior Court of Clark County, Washington.

11. EMPLOYMENT OF LABOR: The Contractor agrees that all persons employed by 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.

12. PAYMENT OF LABOR: The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing 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 prevailing wage in effect for this project is **Tuesday, August 8, 2023.**

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.

13. PAYMENT TO THE CONTRACTOR: Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate pending all compliance with all contractual requirements. A sum equal to 5% may be reserved and retained from monies earned by the Contractor in accordance with Chapter 60.28 RCW. The City reserves the right to require Contractor to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Contractor agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Contractor agrees to issue a refund of any 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.

- 14. INDEMNIFICATION:** Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, including but not limited to demands, claims, causes of action, suits or 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.

- 15. OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor or any third party, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of the original City.

- 16. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (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.

- 17. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

- 18. AMENDMENTS:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.
- 19. AUTHORIZATION AND COMPLIANCE WITH THE LAW:** The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.
- 20. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.
- 21. 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.
- 22. ASSIGNMENT:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.
- 23. TERMINATION FOR CONVENIENCE:** The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

In the event this Contract is terminated prior to the completion of Work, Contractor will only be paid for the Work completed at the time of termination of the Contract.

- 24. TERMINATION FOR CAUSE:** In the event the Contractor is, or has been, in violation of the terms of this Contract, including the solicitation, the City reserves the right, upon written notice to the Contractor, to cancel, terminate, or suspend this contract in whole or in part for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the Contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, or events which are not the fault of or are beyond the control of the Contractor, the City after setting up a new delivery or performance schedule, may allow the Contractor to continue work or treat the termination as a termination for convenience.

- 25. OPPORTUNITY TO CURE:** The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract

without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.

26. WAIVER AND REMEDIES: City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

27. ENTIRETY OF CONTRACT: This Contract incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Contract. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Contract.

28. USE OF CITY'S NAME: Contractor may not use any of City's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.

29. DEBARMENT: The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

30. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation, and benefits, including apprenticeship.

31. BINDING EFFECT: The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.

32. RATIFICATION: Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.

33. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE: The complete Contract includes these parts and any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Amendments to the Contract,
2. This Contract,
3. Contractor's Bid including all Addenda to the Solicitation,
4. Special Provisions,
5. Contract Plan Set,

6. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
7. City of Vancouver General Requirements and Details for the Design and Construction of Water, Sanitary Sewer, and Surface Water Systems,
8. City of Vancouver Standard Plans,
9. WSDOT Standard Specifications,
10. WSDOT Standard Plans.

On the Contract Plans, Working Drawings, and Standard Plans, figured dimensions shall take precedence over scaled dimensions.

Whenever reference is made in these Specifications or the Special Provisions to codes, rules, specifications, and standards, the reference shall be construed to mean the code, rule, specification, or standard that is in effect on the Invitation to Bid advertisement date, unless otherwise stated or as required by law.

If any part of the Contract requires Work that does not include a description for how the Work is to be performed, the Work shall be performed in accordance with standard trade practice(s). For purposes of the Contract, a standard trade practice is one having such regularity of observance in the trade as to justify an expectation that it will be observed by the Contractor in doing the Work.

34. NOTICES: All notices which are given or required to be given pursuant to this Contract shall be hand delivered, mailed postage paid, or sent by electronic mail as follows:

For the Owner:

Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
anna.vogel@cityofvancouver.us

For the Contractor:

Lance Tapani
Tapani, Inc.
1904 SE 6th Place
Battle Ground, WA 98604
lancet@tapani.com

The undersigned, as the authorized representatives of the Owner and Contractor respectively, agree to all of the terms and conditions contained in this Contract, as of the dates set forth below.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Tapani, 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: 166-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/11/2023

SUBJECT Award of Contract for Waterfront Park Landscape Maintenance Landscape

Key Points

- The City's Waterfront Park was opened on September 29, 2018.
- Since 2018, maintenance for the park has been contracted with BrightView Holdings including both the landscaping and custodial services; this contract is set to expire.
- The City requested proposals for the work going forward beyond the current contract and received five (5) proposals from landscaping firms.
- The private developer, Columbia Waterfront LLC pays for 1/3 of the maintenance contract and was part of the group that evaluated the RFPs.
- The Port of Vancouver, who piggybacks on the City's contract for maintenance of the port property to the east of the Waterfront Park, was also part of the evaluation team.

Strategic Plan Alignment

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

Present Situation

Prior to opening the Waterfront Park, the City received two proposals for the maintenance of the Waterfront Park. The bid at that time was awarded to BrightView Holdings and they have maintained the Waterfront Park since 2018.

In June of 2023, a Request for Proposal was issued for the Waterfront Park services. Staff issued a Request for Proposals to not only evaluate firms' costs, but also their overall experience, quality of work, and experience with similar type park maintenance properties. The firms submitting proposals were asked to provide information on the following:

- Qualifications and relevant experience in maintaining parks and park-like settings
- Technical approach and capacity to handle a relatively busy and complex property
- Green practices
- References

- Cost for work described

The City received five responses to the Request for Proposals. The review process involved interviews and scoring by a committee. At the conclusion of the process, Pacific Landscape Services was selected the highest scoring proposal.

Pacific Landscaping demonstrated a complete understanding of the project, an excellent training and quality assurance program, ability to staff more personnel at the park and a strong ability to communicate with staff at the City about issues happening at the park. The cost of services is estimated to be \$343,332 annually, which is in line with current contractor expenses.

Additionally, staff requested the contractor describe their green practices and environmental sustainability efforts. Pacific Landscaping has proven sustainability efforts by recycling their construction debris, composting the green and wood waste materials, minimizing travel, carpooling whenever possible, operating battery powered hand tools, utilizing environmentally preferred products, and working in a green office space. Pacific Landscape has researched using other battery powered maintenance equipment but has not implemented that at this time.

Staff looked into requiring additional non-fossil fuel equipment from the contractor, however due to the anticipated timelines for codification of the phase out of gas-powered equipment at the City and the procurement green policy implementation, did not recommend inclusion of these requirements into the RFP. The following factors impacted the determination of not including the requirements of providing services using electric powered equipment:

- City has not yet codified a citywide policy about gas powered equipment.
- City staff has not yet integrated a wide variety of non-fossil fuel equipment into our own services.
- City staff is actively researching green equipment and will be positioned to create more informed standards and practices in the near future.
- Procurement staff has presented a green procurement policy phasing to Council; this type of service contract would be part of “phase 3” which is expected to occur in late 2024.
- The Climate Team expects to have completed work to codify the transition away from two cycle engines prior to the end of this bridge contract, which will support the next procurement.

To address the City's ability to transition to more environmentally friendly equipment in the future in all city contracts, staff limited the duration of this contract to two years. By then the City will have better practices, policies, and industry information in place to shape a new process in 2025-26.

Although not a factor in the award decision Pacific Landscape is also a local, small business and WBE certified firm.

Advantage(s)

Will result in the Waterfront Park being maintained at a highly professional manner by an experienced firm that maintains multiple park and residential properties throughout Oregon and Washington.

Disadvantage(s)

None

Budget Impact

Sufficient budget is available in the 2023-24 biennium in the Grounds Maintenance Fund to support this contract.

Prior Council Review

None

Action Requested

Approve the contract with Pacific Landscaping Service with a not to exceed amount of \$ 480,000 over the course of 2 years.

Julie Hannon, Park Development Services Manager, 360-487-8309

ATTACHMENTS:

- ▢ Contract



**CITY OF VANCOUVER
CONSTRUCTION CONTRACT # C-101400**

RFP 45-23: Waterfront Park Maintenance

This Contract (hereinafter referred to as the "Contract") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (hereinafter referred to as the "City") and Pacific Landscape Services, Inc., 2200 Roosevelt Ave., Vancouver, WA 98660 (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the "parties" or individually as a "party".

WHEREAS, the City desires to engage the Contractor to provide public works construction and other related services for the work described herein;

WHEREAS, Contractor has agreed to offer its services to perform said work per the City issued Request for Proposals (RFP) No. 45-23 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions, and

WHEREAS, the Contractor represents by entering into this Contract that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, and to the standards required by the City.

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

- 1. STATEMENT OF WORK:** The Contractor hereby agrees to furnish all materials, labor, tools, machinery and implements of every description necessary to complete the work in a professional manner within the time limits stated in this Contract for the construction and installation of the following improvements and will make all necessary arrangements for the obtaining of permits from the United States, State of Washington, and/or any of its agencies as may be necessary to do the work required and covered by this Contract.

This Contract provides for parks grounds keeping, maintenance and cleaning services for the Vancouver Waterfront Park and Grant Street Pier located at 695 Waterfront Way, Vancouver, WA 98660.

The period of the prices shall be for one (1) year, commencing on the effective date of the Contract. This Contract shall have prevailing wage rates updated annually; yearly cost adjustments may be made accordingly at the discretion of the City in instances where prevailing wage rates increased above the annual Consumer Price Index-All Urban Consumers (CPI-U). An Intent to Pay Prevailing Wages must be filed at the beginning of the Contract year and an Affidavit of Wages Paid must be filed annually for any public work completed within the previous twelve (12) month period.

Yearly cost adjustments may be made accordingly at the discretion of the City. Cost adjustments shall be in accordance with the CPI-U for the Seattle-Tacoma-Bellevue area. Contractor shall submit request and justification for cost adjustments at least thirty (30) days prior to Contract renewal. The adjusted price will be approved at the beginning of each year's extension at the sole discretion of the City and must be firm for the remainder of year.

2. **EFFECTIVE DATE:** This Contract is effective as of the last signature of the Contract. The initial term of this Contract shall be for one (1) year. The duration of this Contract may be extended for up to five (5) additional years by mutual written agreement signed by the parties. PROVIDED, the parties acknowledge that pursuant to Vancouver City Charter, Section 11.05, contract extensions beyond five (5) years shall be approved by city ordinance.
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 Contract. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Contract are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.
4. **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.
5. **COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor as prescribed in the solicitation and Contractor's Bid, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does include 8.7% Washington State Sales Tax (if applicable) \$480,000.00 USD.

The amount finally to be paid is, however, variable upon the Work actually performed and final payment will be made upon the basis of the amount of work performed and the

materials furnished, and at the lump sum or unit prices fixed in the Contractor's Bid and as modified by any and all approved Change Orders.

6. **CONTRACTOR'S INSURANCE:** The Contractor agrees to the following requirements relating to insurance coverage. Provide a Certificate of Liability Insurance. Said certificate must be provided on a standard "ACORD" form, or its equivalent, and must provide that coverage shall not be canceled or modified without 30 days prior written notice to the City of Vancouver.

In addition, all policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

The Contractor agrees to procure insurance coverage as required below:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this Contract.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

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

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

All policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

- 7. **CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of the Contract, it will file with the Owner a Performance and Payment Bond in the full amount of the yearly Contract amount, executed by itself as a principal and one or more surety companies authorized to do business in the State of Washington as surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW. The bonds shall be renewed each Contract year.
- 8. **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 cannot be resolved through mediation, either party may initiate litigation pursuant to the governing law and venue provisions of this Contract the Parties agree to pay their own attorneys' fees and expenses.

9. **GOVERNING LAW/VENUE:** This Contract shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Contract shall be brought in the Superior Court of Clark County, Washington.
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 hour's work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto.

The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded more than six (6) months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

In case any dispute arises as to what the prevailing 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 pending all compliance with all contractual requirements. 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.

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 of Labor and Industries. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in RCW 39.12.120. A Contractor and all subcontractors shall, file a copy of its certified payroll records using the Department of Labor and Industries online system on a monthly basis. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

- 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. 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.
- 20. 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.

- 21. 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 affected 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.

- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.

27. BINDING EFFECT: The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.

28. RATIFICATION: Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.

29. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE: The complete Contract includes these parts and any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Amendments to the Contract,
2. This Contract,
3. Proposal,
4. Request for Proposals,
5. General Conditions.

30. NOTICES: All notices which are given or required to be given pursuant to this Contract shall be hand delivered, mailed postage paid, or sent by electronic mail as follows:

For the Owner:
Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
anna.vogel@cityofvancouver.us

For the Contractor:
Derek Burris
Pacific Landscape Services, Inc.
2200 Roosevelt Ave.
Vancouver, WA 98660
derek@pacificlandscapeservices.com

The undersigned, as the authorized representatives of the Owner and Contractor respectively, agree to all of the terms and conditions contained in this Contract, as of the dates set forth below.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Pacific Landscape Services, 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: 167-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/11/2023

SUBJECT Increase spending limit on Contract C-101359 for fuel purchases

Key Points

- The original contract was competitively bid and conforms with the bidding requirements set forth by the State of Washington.
- Purchases from this contract will exceed the City's purchasing \$300,000 threshold.
- The City uses on average 165,000 gallons of renewable diesel annually.
- Staff is recommending City Council approve the use of this contract, which ends May 16, 2026.

Strategic Plan Alignment

Climate and Natural Systems – Environmental stewardship and efforts to address climate change to ensure a sustainable future.

Present Situation

Clark Public Utilities has renewed its contract with CECO Inc (Carson Oil) for purchasing renewable diesel. Renewable diesel is an alternative fuel, and it has many benefits, including reducing greenhouse gas emissions by up to 75% when compared to regular ultra-low sulfur diesel. In keeping with the City's climate action goals, and to protect itself from fluctuating fuel prices, staff is requesting the ability to purchase from this contract and take advantage of the contract pricing.

Advantage(s)

1. This contract allows for purchasing renewable diesel fuel that will reflect the Council's direction toward sustainability.
2. The vendor covered under this contract has continuously provided high quality, dependable fuel and services that help maintain uniformity in the City fleet and the operational needs of multiple City maintenance departments.
3. The approval for continued use of this contract will enable Fleet Services to order fuel while

taking advantage of this contract's competitive pricing.

Disadvantage(s)

None

Budget Impact

None. The City will utilize the contract and stay within the current authorized budget for purchasing fuel.

Prior Council Review

None

Action Requested

Authorize the City Manager or their designee to approve purchases under Clark Public Utilities Interlocal agreement for the life of the contract with CECO Inc (Carson Oil), up to the current authorized budget. Authorize an increase to the maximum authorized amount under the agreement to \$15,000,000 with CECO Inc (Carson Oil).

Dan Zenger, Equipment Superintendent, 360-487-8205

ATTACHMENTS:

- ▣ Draft PO
- ▣ Clark PUD 654 purchase contract



CITY OF VANCOUVER
Procurement Services
 (360) 487-8430
 (360) 487-8433 fax
 www.cityofvancouver.us
 Federal Tax ID No. 91-6001288

Purchase Order Number:

PO-64099

Revision Number:

1

Purchase Order Date:

7/19/23

This Purchase Order number **MUST** appear on all invoices, packing lists, and correspondence related to this order.

CECO Inc

3125 NW 35th Avenue
 Portland, OR 97210

Submit Invoice To:

City of Vancouver
 Jacob Mahan
 P.O. Box 1995
 Vancouver, WA 98668
 Jacob.Mahan@cityofvancouver.us
 accpay@cityofvancouver.us

Ship To:

City of Vancouver
Jacob Mahan
 4711 E Fourth Plain Blvd
 Vancouver, WA 98661

If you have any questions regarding this order, please contact:

Jacob Mahan / (360) 487-8195 Jacob.Mahan@cityofvancouver.us

Line #	Line Description	Qty	UOM	Unit Price	Amount
1	RENEWABLE DIESEL PURCHASED FOR OPS, VPD HQ, AND ENGLISH PIT AS PER INTERLOCAL AGREEMENT C-101359	100000	Each	1.00	100,000.00
2	NON-TAXABLE LINE FOR RENEWABLE DIESEL PURCHASED FOR OPS, VPD HQ, AND ENGLISH PIT. AS PER INTERLOCAL AGREEMENT C-101359	1500	Each	1.00	1,500.00
3	RENEWABLE DIESEL PURCHASED FOR FIRE STATIONS 4,5,6,9. AS PER INTERLOCAL AGREEMENT C-101359	100000	Each	1.00	100,000.00
4	NON-TAXABLE LINE FOR RENEWABLE DIESEL PURCHASED FOR FIRE STATIONS 4,5,6,9. AS PER INTERLOCAL AGREEMENT C-101359	1500	Each	1.00	1,500.00

Subtotal: \$203,000.00

Tax: \$17,400.00

Total: \$220,400.00

Note to Supplier

Enter this URL <https://www.cityofvancouver.us/fms/page/terms-and-conditions> to access either the General terms and conditions or the Professional Services terms and conditions, whichever apply to this purchase order. Any amendments to this purchase order take full precedent over said terms and conditions.

The Renewable Diesel, Clark PUD Bid 654 Contract and Amendments thereto ("Master Contract") between the Contractor and the Clark Public Utilities is adopted and incorporated herein by this reference.

The City shall be considered the "City of Vancouver" under the terms of the Master Contract. Supplier shall be deemed to have agreed to be bound by the aforementioned terms by accepting the Purchase Order, delivering the goods, and/or performing the services.

DRAFT



Authorized Signature

PURCHASE CONTRACT

This contract made and entered into this 16th day of May, 2023 by and between **PUBLIC UTILITY DISTRICT NO. 1 OF CLARK COUNTY**, a municipal corporation of the State of Washington, hereinafter designated "Utility" and **CECO, Inc.**, having offices in Portland, OR, hereinafter designated "Company";

WITNESSETH:

The Company having heretofore submitted a bid, pursuant to the Utility's Bid Invitation No. 654 for the delivery of Renewable Diesel, as more specifically hereinafter described, of said bid having been accepted by the Utility;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

The Utility agrees to purchase from the Company, and the Company agrees to furnish and deliver F.O.B. freight prepaid and allowed, to the Utility's Ed Fischer Operations Center, 8600 N.E. 117th Avenue, Vancouver, Washington 98662, the following:

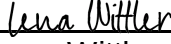
Description	Estimated 3 Year Usage	Estimated 3 Year Contract Total
R99 Renewable Diesel Fuel	195,000	\$774,813.00

strictly in accordance with the Utility's Bid Invitation No. 654, utilizing the OPIS Gross Wholesale B5 SME-UBD Low Rack Price based on the date of delivery plus the margin submitted on the on the attached bid form, the Technical Specifications, Special Conditions and Instructions to Bidders issued in conjunction therewith, and the Company's bid thereon as accepted by the Utility on May 16, 2023, all the provisions of which are by reference incorporated herein.

As consideration for the furnishing of this fuel, the Utility agrees to pay, and the Company agrees to accept as the total price, the estimated three (3) year contract award amount of Seven Hundred Seventy-Four Thousand Eight Hundred Thirteen Dollars (\$774,813.00), together with applicable Washington State sales tax, payable for fuel as delivered, for which payment shall be made within thirty (30) days from date of delivery and acceptance.

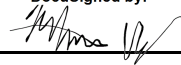
IN WITNESS WHEREOF, the parties have hereunto set their hands and caused this instrument to be executed by their duly authorized officers, respectively, as of the day and year first above written.

**PUBLIC UTILITY DISTRICT
NO. 1 OF CLARK COUNTY**

DocuSigned by:

Lena Witter, CEO/General Manager

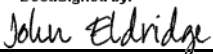
June 2, 2023
Date

CECO, Inc.

DocuSigned by:

318D78C42B55413...

Matt Benz
Typed/Printed Name
Vice President of Sales & Operations
Title
May 25, 2023
Date

Approved as to form:

DocuSigned by:

John Eldridge, General Counsel

Clark Public Utilities
Renewable Diesel
Bid 654

BID FORM

BID FORM

TO: Clark Public Utilities
Ed Fischer Operations Center
Attn: Purchasing Dept.
8600 NE 117th Ave.
Vancouver, Washington 98662

BID:

Pursuant to and in compliance with the Bid Documents, the undersigned hereby proposes to furnish and deliver the specified materials/equipment in strict accordance with the Contract Documents for the price(s) indicated below.

Fuel Pricing Per Gallon				
OPIS Rack Reference City:	Portland, Oregon			
OPIS Rack Index:	OPIS Gross Wholesale B5 SME-UBD Rack Low			
Fuel Product:	99% Renewable Diesel			
Each Delivery Quantity:	100 - 500 Gallons	501 - 1,500 Gallons	1,501 - 5,000 Gallons	5,001 - 10,000 Gallons >
(Not to Exceed) Margin / Multiplier FOB:	\$1.2518	\$1.06	\$.9169	\$.8184

FUEL PRICING DISCLOSURE
All Bidders must disclose if their price of fuel will, or will not include any fuel credits (LCFS) or renewable identification numbers (RINS). Disclosures must be specific to the type of fuel credit and the added cost (use cost based on the day prior to bid closing).

☐ Fuel price will include LCFS or RINS: \$ 0.00

☒ Fuel price will not include LCFS or RINS

Comments / Explanations:

CECO Inc.
Bidder's Business Name

1


Initials of Bidder's Representative

Clark Public Utilities
Renewable Diesel
Bid 654

BID FORM

Fuel Pricing Per Gallon				
OPIS Rack Reference City:	Portland, Oregon			
OPIS Rack Index:	Rack Average For Ultra Low Sulfur Distillate			
Fuel Product:	Ultra Low Sulfur Diesel No.2			
Each Delivery Quantity:	100 - 500 Gallons	501 - 1,500 Gallons	1,501 - 5,000 Gallons	5,001 - 10,000 Gallons >
(Not to Exceed) Margin / Multiplier FOB:	\$0.5118	\$0.3200	\$0.1769	\$0.0584

FUEL PRICING DISCLOSURE
All Bidders must disclose if their price of fuel will, or will not include any fuel credits (LCFS) or renewable identification numbers (RINS). Disclosures must be specific to the type of fuel credit and the added cost (use cost based on the day prior to bid closing).

☐ Fuel price will include LCFS or RINS: \$ 0.00

☒ Fuel price will not include LCFS or RINS

Comments / Explanations:

Annual Performance Bond Cost	\$3,963.38 /year
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ADDITIONAL INFORMATION REQUIRED

- | | | |
|--|---|--|
| 1. Fuel meets Motor Fuel Quality Requirements | ☒ Yes | ☐ No |
| 2. Fuel meets Low Carbon Fuel Standards | ☒ Yes | ☐ No |
| 3. Fuel meets ASTM D975 & D6866 Standards | ☒ Yes | ☐ No |
| 4. Fuel meets Low Carbon Intensity Requirement | ☒ Yes | ☐ No |
| 5. Any exceptions must be attached to bid response | ☐ Yes | ☒ No |

CECO, Inc.
Bidder's Business Name

2

[Signature]
Initials of Bidder's Representative

Clark Public Utilities
Renewable Diesel
Bid 654

BID FORM**SALES TAX:**

Bidder agrees that the price(s) as quoted in the Bid Form(s) are all-inclusive and include(s) all material, supplies, equipment, special tools, costs, insurance, permits, all taxes (exclusive of Washington State sales tax), shipping and delivery, overhead, profit, and all miscellaneous items to fulfill the Contract as specified.

CONTRACT EXECUTION:

- A. Contract Execution: If the Owner awards a contract based on this bid within sixty (60) calendar days of the bid submission deadline, the Bidder agrees to execute a contract for the above materials/equipment, for compensation computed from the above stated bid amounts, on the Public Utility District No. 1 of Clark County Purchase Contract form.
- B. Bonds: Bidder shall submit executed Contract and Performance Bond within ten (10) calendar days after receipt of award notice and Purchase Contract from the Owner.
- C. Failure to Execute Contract: If the successful bidder, upon award of a contract by the Owner, fails to execute the Purchase Contract or submit the Performance Bond as required within the time specified, Owner may revoke the award. The bid guaranty may be retained by Owner as liquidated damages, not as a penalty. If a contract is not awarded within sixty (60) days after the bid submission deadline, or if the Bidder delivers a signed Purchase Contract and Performance Bond, then the certified or cashier's check submitted as the bid guaranty shall be returned to the bidder, or the Bid Bond shall become void.

DECLARATION:

- A. Familiarity with Bid Documents: The undersigned Bidder hereby certifies to have personally and carefully examined the Bid Documents issued.
- B. Bid Guaranty: The Bidder has enclosed a Bid Guaranty in the amount of five percent (5%) of the Total Bid that could be awarded including Alternates, Additives, excluding sales tax in the form of a cashier's check, certified check, or bid bond.
- C. Validity of Bid: The Bidder agrees that this bid shall be valid and not withdrawn for a period of 60 days from the bid submission deadline.
- D. Proposal: The Bidder hereby proposes to furnish materials/equipment, and services in strict accordance with the Contract Documents for the Total Bid indicated above. The bid prices cover all expenses of the Bidder, including but not limited to, overhead, profit, insurance, and bonding, in accordance with the Contract Documents.
- E. Non-Collusion: The Bidder affirms that the bid is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named. The Bidder has not directly or indirectly induced or solicited any bidder on the work to put in a sham bid, or any other person or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder or bidders. The Bidder has not entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in the preparation and submission of this bid to the Owner for the project described in the Bid Documents.
- F. Compliance with Applicable Laws and Regulations: Bidder agrees that if awarded the contract, Bidder will comply with the requirements of all applicable federal, state, and local laws and regulations.

CECO, Inc.
Bidder's Business Name

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Initials of Bidder's Representative

Clark Public Utilities
Renewable Diesel
Bid 654

BID FORM

Bidder's Business Name: <u>CECO, Inc</u>		
Type of Business: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation (State of Incorporation: <u> </u>) ☐ Other		
Bidder's Washington UBI No: <u>409615595</u>		
Physical Business Address (Must not be a P.O. Box): <u>3125 NW 35th ave.</u>		
City: <u>Portland</u>	State: <u>OR</u>	Zip Code: <u>97210</u>
Business Telephone Number: <u>503-224-8500</u>	Business Fax Number: <u>503-224-</u>	Business E-mail Address:
Receipt is hereby acknowledged of Addenda No(s): <u>1</u> _____		

OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:

"I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct":	
Signature: 	Date: <u>5-10-23</u>
Print Name and Title: <u>Bryan Hoge Sales manager</u>	Location or Place Executed: (City, State) <u>Portland, OR</u>

END OF SECTION

CECO, Inc.
Bidder's Business Name

4


Initials of Bidder's Representative



Contact Sheet:

Outside Account Manager

Justin Schwab

(971) 990-6582

Justin.Schwab@carsonteam.com

Inside Sales Account Manager

Thomas Spisla

(971) 710-5322

Thomas.Spisla@carsonteam.com

Outside Sales Manager

Bryan Hoge

(971) 282-2580

Hoge@carsonteam.com

Inside Sales Manager

Julia Liebe

(971) 378-8253

Julia.Liebe@carsonteam.com



References:

Eweb
P.O. Box 10148
Eugene, OR 97440
Gary Lentsch
(541) 484-2411
Gary.Lentsch@eweb.org

Deschutes County
61150 SE 27th St.
Bend, OR 97702
Randy McCollum
(541) 322-7103
Randy.McCollum@deschutes.org

Trimet
4012 SE 17th Ave.
Portland, OR 97202
Shane Jones
(503) 962-4869
Joness@trimet.org



Staff Report: 168-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/11/2023

SUBJECT Increase spending limit on Contract C-101213

Key Points

- The original contract was competitively bid and conforms with the bidding requirements set forth by the State of Washington.
- Purchases from this contract will exceed the City's purchasing \$300,000 threshold.
- Over the next two years sixty-three Ford trucks are due to be replaced.
- Staff is recommending City Council approve the use of this contract, which ends April 30, 2024, with the option to extend until May 1, 2026.

Strategic Plan Alignment

Climate and Natural Systems – Environmental stewardship and efforts to address climate change to ensure a sustainable future.

Present Situation

Since 2020, Ford has been allocating a set quantity of trucks their customers can order using Washington State Contract #05916. Our allocation each year for the past three years for Ford Superduty trucks has been five cab and chassis and twenty-five pickups. Those allocations have not come close to keeping up with the City's vehicle replacement schedule so other Co-Op contracts are being utilized to help fill-in the gaps. This is one of those contracts and it allows the City of Vancouver to purchase ready-to-work vehicles off Northside Ford's lot. Buying these vehicles completed have cut at least a year off the wait for a new vehicle and any upfitting needed to put it into service. In keeping with the City's climate action goals, we are only buying trucks that can be retrofitted with a propane bi-fuel conversion. Staff is requesting the ability to purchase from this contract and take advantage of the contract pricing.

Advantage(s)

1. This contract allows for purchasing completed ready-to-work vehicles.
2. The vendor covered under this contract has continuously provided vehicles and services that

help maintain uniformity in the City fleet and the operational needs of multiple city maintenance departments.

3. The approval for continued use of this contract will enable Fleet Services to order vehicles while taking advantage of this contract's competitive pricing.

Disadvantage(s)

None

Budget Impact

None. The City will utilize the contract and stay within the current authorized budget for purchasing trucks.

Prior Council Review

None

Action Requested

Authorize the City Manager or their designee to approve purchases under Oregon State Contract PA 1656 for the life of the contract with Northside Ford Truck Sales, up to the current authorized budget. Authorize an increase to the maximum authorized amount under the agreement to \$15,000,000 with Northside Ford.

Dan Zenger, Equipment Superintendent, 360-487-8205

ATTACHMENTS:

- ▣ PA1656 Amd1
- ▣ PA 1656 Amd 2
- ▣ PA 1656 final
- ▣ Draft PO-63233

**AMENDMENT #1 to
PRICE AGREEMENT# 1656**

This is Amendment No. 1 to Price Agreement #1656 dated May 1, 2021 ("Price Agreement") between the State of Oregon, acting by and through its Department of Administrative Services, Procurement Services, hereafter called "DAS PS" or "Agency" and Northside Ford Truck Sales, Inc. (hereafter called "Contractor"). This Amendment is effective on the date it has been signed by every party and approved in accordance with applicable law ("Amendment Effective Date").

Specific Amendments to the Price Agreement. The Price Agreement is hereby amended as follows (new language is indicated in **bold and underlined** and deleted language is indicated by [brackets] and ~~strikethrough~~.

All capitalized terms used in this Amendment that are not defined herein shall have the same meaning as in the Price Agreement.

The parties agree to amend the Price Agreement, as follows:

1. **Section 1.3.7** is hereby added to the Agreement.

1.3.7 If Goods specified in Exhibit A are unavailable from the manufacturer, Contractor may offer Authorized Purchaser(s) goods from Contractor's current in-stock models. Prices for in-stock models shall be provided by Contractor in a written quote upon the request of an Authorized Purchaser. Except for the pricing specified in Exhibit A, in-stock models offered under this Agreement are subject to the terms and conditions of this Agreement and must meet all specification requirements in Exhibit D of this Agreement.

Except as expressly amended above, all other terms and conditions of the Price Agreement shall remain in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Price Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made on the Amendment Effective Date.

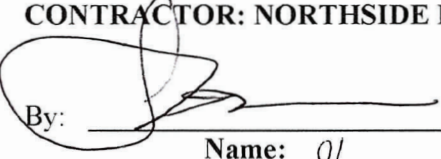
Certifications. The individual signing on behalf of Contractor hereby:

- A. Certifies and swears under penalty of perjury to the best of the individual's knowledge that: (a) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (b) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, that Contractor is not in violation of any Oregon tax laws and that for a period of no fewer than six (6) calendar years preceding the Effective Date of this Contract, Contractor faithfully has complied with: (i) all tax laws of this state, including but not limited to a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; and local taxes administered by the Oregon Department of Revenue under ORS 305.620; (ii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; (c) Contractor is an independent contractor as defined in ORS 670.600; and (d) the supplied Contractor tax identification numbers are true and accurate;
- B. Certifies that, to the best of the undersigned's knowledge, Contractor has not discriminated against and will not discriminate against any disadvantaged business enterprise, minority-owned business, woman-

owned business, business that service-disabled veteran owns or emerging small business certified under ORS 200.055 in obtaining any required subcontracts;

- C. Certifies that Contractor has a written policy and practice that meets the requirements, described in ORS 279A.112, of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material term of the Contract, to maintain the policy and practice in force during the entire Contract term.
- D. Certifies that Contractor and Contractor's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>.

CONTRACTOR: NORTHSIDE FORD TRUCK SALES, INC.

By:  Name: Shawn Tucker Title: Fleet Sales Date: 10/6/21

DEPARTMENT OF ADMINISTRATIVE SERVICES, PROCUREMENT SERVICES:

Approved By: Darwin Kumpula Digitally signed by Darwin Kumpula
Date: 2021.10.06 17:37:24 -07'00' Title: Procurement Manager Date: 6-Oct-2021

Legal Review:

Approved by Marc Bocci

Per email dated: 10/1/2021

Amendment No. 2 to Price Agreement No. 1656

This is Amendment No. 2 to Price Agreement No. 1656 dated May 1, 2021, as amended from time to time ("Price Agreement") between the State of Oregon, acting by and through its Department of Administrative Services, Procurement Services ("DAS PS"), and Northside Ford Truck Sales, Inc. ("Contractor") This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing ("Amendment Effective Date").

RECITALS

1. Amendment No. 1 added Section 1.3.7 to the Price Agreement.
2. This Amendment No. 2 is to extend the term of the Price Agreement by one (1) year, in accordance with Section 1.5 Term of Agreement.

The Price Agreement is amended as follows:

1. The Price Agreement is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):
2. Price Agreement expires two (2) years after the initial effective date. Price Agreement termination date may be and is being extended by one (1) year, with a new expiration date of **April 30, 2024**.
3. Contractor represents and certifies that Contractor has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State.
4. Contractor certifies, in accordance with ORS 279A.112, that Contractor has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class, as defined by ORS 279A.112 (2)(1)(b). As a material condition of this Price Agreement, Contractor shall maintain, throughout the duration of this Price Agreement, a policy and practice that comply with ORS 279A.112, including giving its employees written notice of the Contractor's policy and practice.

Except as expressly amended above, all other terms and conditions of Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Agreement.

Certification:

Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:

- a. the number set forth in the contract is Contractor's correct taxpayer identification number;
- b. Contractor is not subject to backup withholding because:
 - i. Contractor is exempt from backup withholding;
 - ii. Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - iii. the IRS has notified Contractor that Contractor is no longer subject to backup withholding.
- c. for a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully complied with and is not in violation of:
 - i. all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; and
 - ii. any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; and

- iii. any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
- iv. any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- d. in the event that Contractor is a general partnership or joint venture, that Contractor signature(s) on this Amendment constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.

Northside Ford Truck Sales, Inc.

By: Sharon Tucker
Title: Fleet Sales
Date: 4/24/23
FEID # *****1732

**STATE OF OREGON, acting by and through its
Department of Administrative Services,
Procurement Services**

By: _____
Title: Interim Procurement Manager
Date: 4/24/23

Approved pursuant to ORS 291.047

By: Exempt
Assistant Attorney General
Date: N/A

State of Oregon



PRICE AGREEMENT WITH

Northside Ford Truck Sales, Inc.

FOR

Ford Brand Vehicles
Price Agreement # 1656

This Price Agreement ("Agreement") is between the State of Oregon (the "State"), acting by and through its Department of Administrative Services Procurement Services ("DAS PS" or "Agency") and Northside Ford Truck Sales, Inc., a Delaware Corporation ("Contractor").

Section 1 – Agreement

1.1 Parties

- 1.1.1 The only parties to this Agreement are Contractor and DAS PS.
- 1.1.2 Authorized Purchasers may purchase goods and related services specified in Exhibit A ("Goods") by issuing ordering instruments that create and become part of separate contracts ("Contracts"). The only parties to Contracts created by ordering instruments are the applicable Authorized Purchaser and Contractor. DAS PS is an intended beneficiary of each Contract created by an ordering instrument.
- 1.1.3 As used in this Agreement, "Authorized Purchaser" means: State agencies of Oregon, Oregon Cooperative Procurement Program ("ORCPP") participants and authorized members to the State of Washington Master Contracts Usage Agreement (MCUA). Contractor may be required to obtain manufacturer authorization prior to an MCUA member's purchase of Goods under this Agreement.

1.2 Ordering Instrument

- 1.2.1 Authorized Purchasers may order Goods during the Term of this Agreement using an ordering instrument:
 - a) Authorized Purchasers who are agencies of the State of Oregon under DAS procurement authority may issue ordering instruments under this Price Agreement for any dollar amount without further delegation of procurement authority from DAS. Notwithstanding the foregoing DAS delegation, Authorized Purchasers who are agencies of the State of Oregon must obtain all other necessary approvals, including but not limited to legal sufficiency approval as required.
 - b) Authorized Purchasers that are agencies of the State of Oregon may use either of the following as ordering instruments: i) the DAS PS approved purchase order form. Exhibit B is a sample DAS PS approved purchase order form; or ii) an electronic ordering method when the Authorized Purchaser is using a Small Purchase Order Transaction System (SPOTS) card. Unless expressly

- authorized by DAS PS in writing, Contractor shall not accept a different type of ordering instrument from a State agency.
- c) Authorized Purchasers that are not agencies of the State of Oregon may use their own purchase order forms as ordering instruments.
 - d) To be effective, the ordering instrument must specify all of the following:
 - i) Language stating that the ordering instrument is submitted under this Agreement (and include the Agreement reference number from the Agreement coversheet).
 - ii) The specific Goods and quantity of each item ordered.
 - iii) The net price.
 - iv) The requested delivery schedule.
 - v) The delivery location(s).
 - vi) The invoicing address.
 - vii) The Authorized Purchaser's authorized representative and relevant contact information, including an e-mail address or fax number.
- 1.2.2 A Contract created by an ordering instrument consists only of the terms specified or required by this Agreement. Additional, different or conflicting terms and conditions in any purchase order or any other form of either an Authorized Purchaser or the Contractor may not vary the terms of a Contract. Additional, different or conflicting terms and conditions on a purchase order or other form are of no effect.
- 1.2.3 Contractor shall accept ordering instruments from Authorized Purchasers that comply with the provisions of this Agreement until this Agreement terminates.
- 1.2.4 An ordering instrument is deemed accepted by Contractor unless Contractor rejects an ordering instrument within three (3) business days after it is received. Contractor may reject an ordering instrument: i) using the same means as were used to deliver the ordering instrument, or ii) by e-mail if the email address is evident on the ordering instrument. Contractor shall specify the reason(s) for rejection.
- 1.2.5 Accepted ordering instruments establish separate Contracts between the Authorized Purchaser and Contractor and include the terms set forth in Sections 2 and 3. As used in the Contracts, "Price Agreement" means this Agreement.
- 1.2.6 DAS PS is not obligated or liable under an ordering instrument unless DAS PS is purchasing Goods as the Authorized Purchaser.
- 1.2.7 Nothing in this Agreement obligates any Authorized Purchaser to place any ordering instrument or to purchase any Goods.

- 1.2.8 Contractor shall reject an ordering instrument from any entity that is not an Authorized Purchaser under this Agreement. Contractor may verify that Authorized Purchasers are ORCPP participants at the following address:

<https://www.oregon.gov/das/Procurement/Pages/Orcppmember.aspx>

Contractor may verify that Authorized Purchasers are MCUA members at the following address:

<https://apps.des.wa.gov/DESContracts/Home/MCUAListing>

- 1.2.9 Contractor shall reject an ordering instrument that does not meet the requirements of this Agreement.

1.3 Prices

- 1.3.1 Except as provided in this Section, during the Term of this Agreement, Contractor shall offer Goods to Authorized Purchasers at prices that do not exceed the prices listed in Exhibit A. The pricing for this Agreement is in U.S. dollars.

- 1.3.2 Contractor and an Authorized Purchaser may agree to lower prices for Goods. Those lower prices apply only to applicable Contracts between Contractor and Authorized Purchaser.

- 1.3.3 Contractor shall subtract from percentages or prices charged to Authorized Purchasers any unit price decrease that has been achieved or gained by the Contractor, whether through the manufacturer or otherwise. Contractor shall give Authorized Purchasers the immediate benefit of the decrease. Contractor shall promptly notify the DAS-PS Contract Administrator ("Contract Administrator") of the amount and effective date of the decrease.

- 1.3.4 Either party to this Agreement may request a price adjustment, or an adjustment to the discount percentage, for some or all of the Goods, subject to Section 1.3.5 below.

- 1.3.5 Contractor may request unit price increases from DAS PS following the first year of the term of the Contract, but no more than once in any 12-month period. Contractor must submit a request to the Contract Administrator in writing at least 60 days before the proposed effective date of the increase, or at such other time as specified by the Contract Administrator for submittal of the request. The request must show all proposed increases by line item and include supporting documentation acceptable to DAS PS. DAS PS may require Contractor to provide U.S. Bureau of Labor Statistics Producer Price Index or

Consumer Price Index data, published MSRP or any other relevant manufacturer or industry data substantiating the increase.

- 1.3.6 Discontinued Goods may be subtracted and new Goods meeting or exceeding the RFP specifications may be added throughout the term of this Agreement. Goods may be adjusted upon both parties' approval in writing, without a signed amendment to this Agreement. All adjustments will be included on a revised Exhibit A.

1.4 Contractor Reporting and Payment Requirements

Contractor will be required to submit Volume Sales Reports and Vendor Collected Administrative Fees.

1.4.1. Volume Sales Reports

Pursuant to the process defined by DAS PS found at: <https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx>, Contractor shall submit a Volume Sales Report ("VSR") to DAS PS on a quarterly basis; the quarterly report is due no later than thirty (30) calendar days from the end of the applicable quarter. (For purposes of this Agreement, quarters end March 31, June 30, September 30 and December 31.) Upon written notice from DAS PS, **Contractor shall submit the VSR on a monthly basis, VSR due date to be determined by DAS PS.**

The VSR will contain:

- Complete and accurate details of all receipts (sales and refunds) for the reported period; and
- Such other information as DAS PS may reasonably request.

Contractor is responsible for timely reporting and shall submit a VSR whether or not there are sales. When no sales have been recorded for the reporting period, a report must be submitted stating "***No Sales for the Reporting Period***".

1.4.2. Vendor Collected Administrative Fee

Pursuant to the process defined by DAS PS and published at <https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx>, Contractor shall submit a Vendor Collected Administrative Fee ("VCAF"), as directed by DAS PS. The VCAF is a charge equal to one percent (1%), not to exceed a total of \$325 per vehicle, of Contractor's gross total sales, less any credits, made to Authorized Purchasers during the reporting period.

1.5 Term of Agreement

- 1.5.1 The initial term of this Agreement begins on the later of May 1, 2021 or the date this Agreement has been signed by DAS PS and Contractor and all required approvals have been obtained (the "Effective Date") and expires two (2) years after the Effective Date unless sooner terminated or extended as provided in this Agreement. DAS PS has the option to extend this Agreement for one or more additional 1-year terms, provided that the initial term, together with all extensions, shall not exceed a total of five (5) years. DAS PS may exercise these options to extend by giving Contractor written notice of such exercise no later than 30 calendar days before the expiration of the then current term. The initial term, together with all extension terms are collectively referred to herein as the "Term" of this Agreement.
- 1.5.2 Notwithstanding the foregoing, DAS PS reserves the right in its sole discretion to extend the Agreement for a maximum of one (1) calendar month beyond the end of any term. DAS PS shall notify Contractor in writing of the one (1) month extension. Consecutive one (1) month extensions obtained under this Section 1.5.2 are not allowed.
- 1.5.3 After termination or expiration of this Agreement, Contractor shall not accept new ordering instruments.
- 1.5.4 Termination of this Agreement also terminates "blanket" ordering instruments in which the Contractor is not required to deliver specific quantities of Goods at specific times. The intent of this paragraph is to terminate what is commonly known as blanket purchase orders (orders that may contain details of the Goods, but under which actual sales of Goods are made by periodic releases that specify a date for delivery of specific Goods).
- 1.5.5 Except as provided in Section 1.5.4, termination of this Agreement does not terminate any right or obligation of a party to a Contract that is based on an ordering instrument that was accepted before termination of this Agreement, for non-recurring deliveries of Goods.
- 1.5.6 DAS PS may, in its sole discretion, terminate this Agreement upon 30 calendar days' written notice to Contractor for any or no reason.

1.6 Insurance

Contractor shall obtain insurance specified in Exhibit C and shall maintain the insurance until all Contracts under this Agreement are terminated.

1.7 Miscellaneous

- 1.7.1 Choice of Law. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- 1.7.2 Designation of Forum and Consent to Jurisdiction. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- 1.7.3 Amendments. Unless otherwise defined in this Agreement, no amendment of this Agreement is valid unless it is in writing and signed by the parties.
- 1.7.4 Transfer. Contractor shall not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without first obtaining the written consent of DAS PS. DAS PS' consent to any subcontract (or other delegation of duties) does not relieve Contractor of any of its duties or obligations under this Agreement. This Agreement is binding upon and inures to the benefit of each of the parties, and, except as otherwise provided, their permitted legal successors and assigns.
- 1.7.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which is an original, and all of which together are deemed one and the same instrument, notwithstanding that all parties are not signatories to the same counterpart.
- 1.7.6 Force Majeure. Neither party is responsible for delay or default caused by an unallocated risk such as fire, riot, and acts of God or war, or by any other cause not within the control of the party whose performance is interfered with, and, which by the exercise of reasonable diligence, the party is unable to prevent. DAS PS may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of this Agreement within an acceptable time period. In the event of any such delay, Contractor's obligations are suspended to the extent of and for the duration of such causes. However, Contractor shall take all good faith efforts to eliminate the cause of any such delay, and upon the cessation of such cause, shall resume performance of

Contractor's obligations with all reasonable diligence. DAS PS, in its sole discretion, may extend the period for performance under this Agreement to enable Contractor, once such causes have been removed, to fulfill its obligations hereunder.

- 1.7.7 Entire Agreement. This Agreement, together with the attached exhibits, constitutes the entire agreement between the parties and merges all prior and contemporaneous communications with respect to the subject matter.
- 1.7.8 Notices. Except as otherwise expressly provided in this Price Agreement, any communications between the parties, or notices to be given under this Price Agreement, are effective only if given in writing or by personal delivery, email or United States Postal Service, postage prepaid, to the Contract Administrator for Contractor or DAS-PS, as applicable, or to such other addresses or numbers as either party may later indicate pursuant to this Section. Any communication or notice via the United States Postal Service is deemed given five (5) days after mailing. Any communication or notice by personal delivery is deemed given immediately upon such delivery. Any communication or notice by email is deemed given when the recipient, by an email sent to the email address for the sender or by a notice given by another method in accordance with this Section, acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this Section.
- 1.7.9 No Third Party Beneficiaries. DAS PS and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or will be construed to give or provide, any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- 1.7.10 Waiver. The failure of DAS PS to enforce any provision of this Agreement or the waiver of any violation or nonperformance of this Agreement in one instance does not constitute a waiver by DAS PS of that or any other provision nor is it a waiver of any subsequent violation or nonperformance. Such a failure to enforce waiver, if made, is effective only in the specific instance and for the specific purpose given.
- 1.7.11 Certification of Compliance with Tax Laws. Contractor has complied with the tax laws of this State and all applicable tax laws of political subdivisions of this State. Contractor shall, throughout the duration of this Agreement and any Contract and any extensions thereof, comply with all tax laws of this State and all applicable tax laws of any

political subdivision of this State. For the purposes of this Section, "tax laws" includes: (i) All tax laws of this State, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this State that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) Any tax provisions imposed by a political subdivision of this State that applied to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions. Any failure to comply with the provisions of this subsection 1.7.11 constitutes a material default of this Agreement and any Contract. Any failure to comply entitles DAS PS or Authorized Purchaser to terminate this Agreement or any Contract, as applicable and to pursue and recover any and all damages that arise from the default and the termination of this Agreement or any Contract, and to pursue any or all of the remedies available under this Agreement or any Contract, at law, or in equity, including but not limited to:

- Termination of this Agreement or any Contract, as applicable, in whole or in part;
- Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's or Authorized Purchaser's setoff right, without penalty; and
- Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. DAS PS or Authorized Purchaser may recover any and all damages suffered as the result of Contractor's default of this Agreement or any Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Goods, services and applications.

1.7.12 Recycled Products. DAS PS' performance under this Agreement is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Agreement), 279B.230 and 279B.235 (if applicable to this Agreement), which are incorporated into this Agreement by reference. Contractor shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

1.7.13 Records Archiving. Contractor shall retain, maintain and keep accessible all records relevant to this Price Agreement (the "Records")

for a minimum of six (6) years, or such longer period as may be required by applicable law following termination of this Agreement. Such period shall be further extended until the conclusion of any audit, controversy or litigation commenced during such period and arising out of or related to this Agreement or any Contract. Financial Records must be kept in accordance with Generally Accepted Accounting Principles. During the record-retention period established in this Section, Contractor shall permit DAS-PS, the State of Oregon and the federal government access to the Records at a reasonable time and place for purposes of examination and copying.

- 1.7.14 Performance Evaluations. DAS PS may conduct evaluations of Contractor's performance during the term of this Agreement. DAS PS will compile and maintain completed evaluations, which will become a written record of Contractor's performance. DAS PS may also maintain as part of that written record information obtained from Contractor during an exit interview following Contract termination. DAS PS may provide copies of any documents in the written record to the Contractor and third parties upon request. DAS PS may use performance evaluations in any way it deems necessary, in its sole discretion, including but not limited to making responsibility determinations and decisions to award contracts.
- 1.7.15 Reporting. This Agreement and Contract(s) of Authorized Purchasers who are State agencies will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the Contractor's compensation under this Agreement or any Contract or (ii) exercising a right of setoff against Contractor's compensation under this Agreement or any Contract for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.
- 1.7.16 Survival: All rights and obligations cease upon termination or expiration of this Price Agreement, except for the rights and obligations and declarations which expressly or by their nature survive termination, including without limitation this Section 1.7.16, and provisions regarding warranties and liabilities, independent Contractor status and taxes and withholding, compensation, Contractor's representations and warranties, control of defense and settlement, remedies, dispute resolution, order of precedence, maintenance and access to records, notices, severability, successors and assigns, third party beneficiaries, waiver, headings, and integration.

Section 2 – Standard Terms for Contracts Under This Agreement

- 2.1 CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:** The Contract consists of the ordering instrument and the provisions in Sections 2 and 3 of the Price Agreement. In the event of a conflict between the ordering instrument and provisions in Sections 2 and 3, the provisions in Sections 2 and 3 take precedence.
- 2.2 PAYMENT:** Contractor shall look solely to Authorized Purchaser for payment of all amounts that may be due under this Contract. **AUTHORIZED PURCHASER IS SOLELY RESPONSIBLE FOR PAYMENT UNDER THIS CONTRACT.** Subject to Authorized Purchaser's acceptance of Goods, payment is due from Authorized Purchaser within 45 calendar days after the date of the invoice.
- 2.3 OVERDUE CHARGES:** At Contractor's option, it may assess overdue account charges to Authorized Purchaser up to a maximum rate of two-thirds of one percent per month (8% per annum).
- 2.4 PAYMENT ADDRESS:** Payments must be sent to the address specified in the Contractor's invoice.
- 2.5 INVOICES:** Contractor shall invoice Authorized Purchaser only after delivery of all Goods ordered. Invoices shall be sent to the address provided by Authorized Purchaser for that purpose. Contractor shall include all of the following in its invoice:
- 2.5.1. Price Agreement number.
 - 2.5.2. Ordering instrument number.
 - 2.5.3. Goods ordered.
 - 2.5.4. Date delivered.
 - 2.5.5. Volume or quantity of Goods delivered.
 - 2.5.6. The price per item.
 - 2.5.7. The total amount invoiced.
 - 2.5.8. The address to which payment is to be sent.
 - 2.5.9. Additional Taxes (e.g. privilege or vehicle use tax and corporate activity tax) (determined based on the state of purchase)
- 2.6 PRICES:** Contractor represents that all prices for Goods under this Contract are equal to or better than the prices listed in the Price Agreement.
- 2.7 CANCELLATION; INSPECTIONS AND ACCEPTANCE:** The Authorized Purchaser may cancel an order in whole or in part before Goods described in the cancelled whole or part are delivered. The Authorized Purchaser has ten (10) calendar days from date of delivery of the entire order within which to inspect and accept or reject the Goods. If the Goods are rejected, the

Authorized Purchaser shall provide Contractor with written notice of rejection. Notice of rejection must include itemization of apparent defects, including but not limited to (i) discrepancies between the Goods and the applicable specifications or warranties (including variance from demonstrations or sample characteristics where demonstrations or samples have been provided), or (ii) otherwise nonconforming Goods (including late delivery). If the Authorized Purchaser elects to provide Contractor an opportunity to cure the defects, notice of rejection must also specify such opportunity to cure, and the time period in which such cure must be completed.

2.7.1. The Authorized Purchaser may elect to have Contractor deliver substitute conforming Goods at no additional cost to the Authorized Purchaser. In such an event, Contractor shall deliver substitute conforming Goods within ten (10) calendar days of receipt of notice of rejection.

2.7.2. If the Goods are rejected or acceptance is revoked, Contractor shall refund any Contract payments that have been made with regard to the rejected Goods, and shall (at Contractor's sole cost and expense) remove the Goods within seven (7) calendar days of receiving notice of rejection or revocation of acceptance.

2.7.3. Nothing contained in Section 2.7 precludes Authorized Purchaser from other remedies to which it may be entitled upon rejection or revocation of acceptance.

2.8 REPRESENTATIONS AND WARRANTIES:

2.8.1. **OFFICER STATUS, INSURANCE:** Contractor represents and warrants that it is not an "officer," "employee," or "agent" of the Authorized Purchaser, as those terms are used in ORS 30.265. Contractor represents and warrants that Contractor has obtained and will maintain during the term of this Contract all insurance required by the Price Agreement.

2.8.2. **WARRANTY ON MATERIALS, DESIGN AND MANUFACTURE:** Unless otherwise approved, in writing, by the Authorized Purchaser, Contractor represents and warrants that all Goods are new, unused, current production models, and are free from defects in materials, design and manufacture. Contractor further represents and warrants that all Goods are in compliance with and meet or exceed all specifications in Exhibit D to the Price Agreement.

2.8.3. **WARRANTY ON SERVICE STANDARDS:** Contractor warrants that all services required to be performed, if any, shall be performed in a good

and workmanlike manner in accordance with the highest standards prevalent in the industry.

2.8.4. **WARRANTY OF TITLE:** Contractor represents and warrants that all Goods are free and clear of any liens or encumbrances, that Contractor has full legal title to the Goods, and that no other person or entity has any right, title or interest in the Goods that is superior to or infringes upon the rights granted to the Authorized Purchaser under this Contract.

2.8.5. **WARRANTY ON SAFETY AND HEALTH REQUIREMENTS:** Contractor represents and warrants that Goods provided under this Contract comply with all applicable federal health and safety standards, including but not limited to, Occupational Safety and Health Administration ("OSHA"), and all Oregon safety and health requirements, including, but not limited to, those of the Oregon Consumer and Business Services Department.

2.8.6. **MANUFACTURER WARRANTIES:** Contractor shall have all manufacturer warranties covering the Goods and component parts, if any, transferred to the Authorized Purchaser, and provide warranty documents to the Authorized Purchaser, at time of delivery at no charge.

2.8.7. **WARRANTIES CUMULATIVE:** The warranties set forth in this Section 2.8 are in addition to, and not in lieu of, any other warranties provided in this Contract. All warranties provided in this Contract are cumulative, and are intended to afford the Authorized Purchaser the broadest warranty protection available.

2.9 COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS:

2.9.1 **LAWS AND REGULATIONS:** Contractor shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Contract as they may be adopted or amended from time to time.

2.9.2 **STATUTORY TERMS:** Authorized Purchaser's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated into this Contract by reference. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

2.9.3 NONCOMPLIANT GOODS: In the event of a conflict between the specifications in this Contract and applicable federal or State law, the law will prevail. Contractor shall make any modifications required to achieve compliance with law. When Contractor is notified or becomes aware of any required modifications, Contractor shall immediately notify DAS PS and Authorized Purchaser.

2.9.4 RECALLED GOODS OR COMPONENTS: In the event any Goods or component parts are recalled by a regulatory body or the manufacturer, or discovered by Contractor not to be in compliance with the applicable specifications, Contractor shall immediately notify DAS PS, and the Authorized Purchaser of the recall or non-compliance, and shall provide copies of the notice or other documentation. Upon notification, Authorized Purchaser may elect to do any of the following:

- a) Reject the Goods.
- b) Revoke its acceptance of the Goods.
- c) Require Contractor to complete necessary modifications, where applicable, in a timely manner, at no charge to the Authorized Purchaser.
- d) Terminate the Contract in its entirety or with respect to the recalled or noncompliant Goods.

In the event of rejection or revocation of acceptance under this subsection, Contractor shall promptly remove the Goods at its sole cost and expense, and shall reimburse Authorized Purchaser for any payments made.

2.10 FOREIGN CONTRACTOR: If the amount of the Contract exceeds ten thousand dollars (\$10,000), and if Contractor is not domiciled in or registered to do business in the State, Contractor shall promptly provide to the Oregon Department of Revenue ("ODR") all information required by the ODR relative to the Contract. Authorized Purchaser may withhold final payment under the Contract until Contractor has met this requirement.

2.11 SAFETY DATA SHEET: Contractor shall provide the Authorized Purchaser at time of delivery with a Material Safety Data Sheet ("SDS") as defined by the OSHA for any Goods provided under the Price Agreement that may release or otherwise result in exposure to a hazardous chemical under normal conditions of use. In addition, Contractor must properly label, tag or mark such Goods. Additionally, Contractor shall deliver EPA labels and MSDS information if available and as requested by Authorized Purchasers.

- 2.12 TIME IS OF THE ESSENCE:** Time is of the essence for performance of Contractor's performance obligations under this Contract.
- 2.13 FORCE MAJEURE:** Neither Authorized Purchaser nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, war, or any other cause which is beyond the party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. Authorized Purchaser may terminate this Contract upon written notice to Contractor after reasonably determining that such delay or default will likely prevent successful performance of the Contract within an acceptable time period.
- 2.14 RESERVED**
- 2.15 FUNDS AVAILABLE AND AUTHORIZED; PAYMENTS:** If Authorized Purchaser is an agency of the State of Oregon or another governmental body, payment obligations under this Contract are conditioned upon Authorized Purchaser's receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Authorized Purchaser, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Contract. At the time the ordering instrument was issued, Authorized Purchaser had sufficient funds available and authorized to make payments under this Contract.
- 2.16 INDEPENDENT CONTRACTOR STATUS; RESPONSIBILITY FOR TAXES AND WITHHOLDING:**
- 2.16.1 Contractor is an independent contractor. Although the Authorized Purchaser reserves the right (i) to determine (and modify) the delivery schedule for the Goods and (ii) to evaluate the quality of completed performance, Authorized Purchaser cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing any obligations required by this Contract.
- 2.16.2 Contractor is responsible for all federal and state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, Authorized Purchaser will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

2.17 INDEMNIFICATION:

- 2.17.1 Contractor shall defend, save, hold harmless, and indemnify the Authorized Purchaser, the State of Oregon and its officers, employees and agents from and against all claims, suits, actions, proceedings, losses, damages, liabilities, awards and costs of every kind and description (including reasonable attorney's fees and expenses at trial, on appeal and in connection with any petition for review) (collectively, "claim") which may be brought or made against any Authorized Purchaser, the State, or their agents, officials, employees and arising out of or related to (i) any personal injury, death or property damage caused by any alleged act, omission, error, fault, mistake or negligence of Contractor, its employees or agents, (ii) any act or omission by Contractor that constitutes a material default of this Contract, including without limitation any breach of warranty, or (iii) the infringement of any patent, copyright, trade secret or other proprietary right of any third party by delivery or use of the Goods. Authorized Purchaser or the State shall promptly notify Contractor in writing of any claim of which Authorized Purchaser or State becomes aware. Contractor's obligation under this Section shall not extend to any claim solely caused by (i) the negligent or willful misconduct of Authorized Purchaser, or (ii) Authorized Purchaser's modification of Goods without Contractor's approval and in a manner inconsistent with the purpose and proper usage of such Goods.
- 2.17.2 The Oregon attorney general must give written authorization to any legal counsel purporting to act in the name of, or represent the interests of, the State or its officers, employees and agents prior to such action or representation. Further, the State, acting by and through its Department of Justice, may assume its own defense, including that of its officers, employees and agents, at any time when in the State's sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) counsel is not adequately defending or able to defend the interests of the State, its officers, employees or agents; (iii) important governmental interests are at stake; or (iv) the best interests of the State are served thereby. Contractor's obligation to pay for all costs and expenses shall include those incurred by the State in assuming its own defense and that of its officers, employees, or agents under clauses (i) and (ii) above.

2.18 DEFAULT:

2.18.1 BY CONTRACTOR: Contractor is in default under this Contract if:

- a) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- b) Contractor no longer holds a license or certificate that is required for Contractor to perform Contractor's obligations under this Contract; or

- c) Contractor commits any default of any covenant, representation, warranty, obligation or certification under this Contract, provided however that Contractor may cure the default within the period specified in Authorized Purchaser's notice of default when Authorized Purchaser determines the default is curable by Contractor within an acceptable time period.

2.18.2 BY AUTHORIZED PURCHASER: Authorized Purchaser is in default of this Contract if:

- a) Authorized Purchaser fails to pay Contractor any amount pursuant to the terms of this Contract, and Authorized Purchaser fails to cure such failure within ten (10) business days after delivery of Contractor's notice of such failure or such longer period as Contractor may specify in such notice; or
- b) Authorized Purchaser commits any default of any covenant, warranty, or obligation under this Contract and such default is not cured within ten (10) business days after delivery of Contractor's notice of default or such longer period as Contractor may specify in such notice.

2.19 REMEDIES:

2.19.1 AUTHORIZED PURCHASER'S REMEDIES: If Contractor is in default under Section 2.18.1, in addition to the remedies afforded elsewhere in this Contract, the Authorized Purchaser may recover any and all damages suffered as the result of Contractor's default, including but not limited to direct, indirect, incidental and consequential damages, as provided in ORS 72.7110 to 72.7170. Authorized Purchaser may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

- a) Termination of the Contract as provided in Section 2.20.2;
- b) Withholding all monies due for invoiced Goods or services that Contractor has failed to deliver or perform within any scheduled completion dates or has performed inadequately or defectively;
- c) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief; and
- d) Exercise of its right of setoff, and withholding of monies otherwise due and owing in an amount equal to Authorized Purchaser's setoff without penalty to Authorized Purchaser.

These remedies are cumulative to the extent the remedies are not inconsistent, and Authorized Purchaser may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

2.19.2 CONTRACTOR'S REMEDIES: If Authorized Purchaser terminates this Contract, or if Authorized Purchaser is in default under Section 2.18.2 and whether or not Contractor elects to exercise its right to terminate this Contract under Section 2.20.3, Contractor's sole remedy is: (a) A claim against Authorized Purchaser for the unpaid purchase price for Goods delivered and accepted by Authorized Purchaser, (b) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked but not yet billed and authorized expenses for services completed and accepted by Authorized Purchaser, and (c) with respect to deliverable-based services, a claim for the sum designated for completing the deliverable multiplied by the percentage of services completed and accepted by Authorized Purchaser, less previous amounts paid and any claim(s) which Authorized Purchaser has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section, Contractor shall pay any excess to Authorized Purchaser upon written demand.

2.20 TERMINATION:

2.20.1 BY MUTUAL CONSENT: This Contract may be terminated at any time by mutual written consent of Authorized Purchaser and Contractor.

2.20.2 RIGHTS OF AUTHORIZED PURCHASER. Authorized Purchaser may, at its sole discretion, terminate this Contract or other ordering instrument for convenience with thirty (30) days' written notice. Authorized Purchaser may terminate this Contract immediately upon notice to Contractor, or at such later date as Authorized Purchaser may establish in such notice, upon the occurrence of any of the following events: (a) Authorized Purchaser fails to receive funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Authorized Purchaser, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Contract; (b) federal or state laws, regulations, or guidelines are modified or interpreted in such a way so as to prohibit either the purchase of the Goods by Authorized Purchasers under the Price Agreement or Authorized Purchaser's payment for such Goods from the planned funding sources; or (c) Contractor is in default of this Contract under Section 2.18.1. Upon receipt of written notice of termination, Contractor shall stop performance under this Contract if and as directed by Authorized Purchaser.

2.20.3 RIGHTS OF THE CONTRACTOR: Contractor may terminate this Contract with ten (10) days' written notice to Authorized Purchaser, if Authorized Purchaser is in default of this Contract as described in Section 2.18.2.

2.21 ACCESS TO RECORDS: Contractor shall retain, maintain, and keep accessible all records relevant to this Contract (the "Records") for a minimum of six (6) years, or such longer period as may be required by applicable law following expiration or termination of the Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later. Financial Records will also be kept in accordance with Generally Accepted Accounting Principles ("GAAP"). During the record-retention period established in this Section, Contractor shall permit DAS PS, the Authorized Purchaser, their duly authorized representatives, and the federal government access to the Records at a reasonable time and place for purposes of examination and copying.

2.22 NOTICES: Except as otherwise expressly provided in this Contract, any communications between the parties, or notices to be given under this Contract, are effective only if given in writing by personal delivery, email or United States Postal Service, postage prepaid, to the party's authorized representative. For Authorized Purchaser, the authorized representative and the address or number for notices or communications to be given to that authorized representative are as identified in the ordering instrument or as later indicated by Authorized Purchaser pursuant to this Section. For Contractor, the authorized representative and the address or number for notices or communications to be given to that authorized representative are as identified in the Price Agreement or as later indicated by Contractor pursuant to this Section. Any communication or notice via the United States Postal Service is deemed given five (5) days after mailing. Any communication or notice by personal delivery is deemed given immediately upon such delivery. Any communication or notice by email is deemed given when the recipient, by an email sent to the email address for the sender or by a notice given by another method in accordance with this Section, acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this Section.

2.23 ORDERING INSTRUMENTS; ACKNOWLEDGEMENTS: The parties acknowledge and agree that other than designation of order quantities, types of Goods, delivery destination, dates of order, and scheduled delivery of other performance, any purchase orders or acknowledgement documents are simply for the convenience of the parties to initiate or confirm an order of Goods under this Contract and that no other terms or conditions contained in those documents are of any force or effect or are binding upon the parties.

2.24 GOVERNING LAW: This Contract is governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws.

2.25 VENUE; CONSENT TO JURISDICTION:

2.25.1 STATE OF OREGON CONTRACT VENUE; CONSENT TO

JURISDICTION: Any claim, action, suit or proceeding (collectively, "Claim") between an Authorized Purchaser that is an agency of the State of Oregon and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of the State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

2.25.2 NON STATE OF OREGON CONTRACT VENUE; CONSENT TO

JURISDICTION: Any Claims between Contractor and an Authorized Purchaser other than an agency of the State of Oregon that arise from or relate to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of the county in which such Authorized Purchaser resides, or at the Authorized Purchaser's option, within such other county as the Authorized Purchaser is entitled under the laws of the relevant jurisdiction to bring or defend Claims. If any such Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District in which such Authorized Purchaser resides. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of Authorized Purchaser's sovereign or governmental immunity, if any, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

2.26 SURVIVAL: The following provisions survive termination or expiration of this Contract: Sections 2.8, 2.9.1, 2.9.4, 2.16, 2.17, 2.18, 2.19, 2.21, 2.23, 2.24, 2.25, 2.26; the paragraph in Exhibit C bearing the caption "TAIL COVERAGE"; and any other provision that by its nature would reasonably be expected to survive termination or expiration.

- 2.27 SEVERABILITY:** If any provision of this Contract is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- 2.28 ASSIGNMENTS, SUBCONTRACTS, AND SUCCESSORS:** Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the Authorized Purchaser. Further, no such written approval shall relieve Contractor of any obligations under the Contract, and any assignee, transferee, or delegate shall be considered the agent of Contractor. The provisions of this Contract are binding upon, and shall inure to the benefit of the parties and their respective successors and permitted assigns.
- 2.29 MERGER CLAUSE; AMENDMENT; WAIVER:** This Contract constitutes the entire agreement between Contractor and Authorized Purchaser on the subject matter of this Contract. There are no understandings, agreements, or representations, oral or written, not specified in this Contract on the subject matter of this Contract. No amendment of this Contract is valid unless it is in writing and signed by the parties. No waiver or consent is effective unless in writing and signed by the party against whom it is asserted. Waivers and consents are effective only in the specific instance and for the specific purpose given. The failure of the Authorized Purchaser to enforce any provision of this Contract is not a waiver by Authorized Purchaser of that or any other provision.
- 2.30 INTENDED BENEFICIARY.** DAS PS is an intended beneficiary of this Contract. However, the parties to this Contract may modify the ordering instrument or terminate this Contract without the consent of DAS PS.
- 2.31 ASSIGNMENT OF ANTITRUST RIGHTS.** Contractor irrevocably assigns to the State Of Oregon any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of 15 U.S.C. § 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Contract, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action. Contractor shall require any subcontractors hired to perform any of Contractor's duties under this Agreement to irrevocably assign to the State of Oregon, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of 15 U.S.C. § 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Agreement, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action.

Section 3 – Special Terms for Contracts under this Agreement

- 3.1 CONTRACTOR CERTIFICATIONS:** If Contractor offers Goods under the Price Agreement, Contractor shall maintain its status as a manufacturer-authorized product reseller for the Goods throughout the Term of the Price Agreement. If Contractor offers installation and/or maintenance services under this Price Agreement, Contractor shall maintain its status as a manufacturer-authorized service provider. If any required status is discontinued, this Contract may be terminated.
- 3.2 SELECTION PROCESS:** This is not an exclusive agreement. DAS PS intends to award multiple Price Agreements and Participating Addenda for the Goods and services offered under this solicitation. Authorized Purchasers who are State of Oregon Agencies must follow the selection process outlined below. Authorized Purchasers who are **not** State of Oregon Agencies may select the Contractor of Authorized Purchaser's choice in compliance with applicable statute and rules.
- 3.2.1 For purchases under \$10,000, Authorized Purchasers who are State Agencies may select the Contractor of their choice in compliance with applicable statute and rule.
- 3.2.2 For purchases over \$10,000 Authorized Purchasers who are State Agencies shall use one of the following selection processes:
- a) **Brand Name Justification** - A documented brand name justification in compliance with applicable statutes and rules.
 - b) **Best Value Analysis** - Authorized Purchaser may conduct a comparison of the offers based upon the following best value analysis process;
 - i. Determine category of need, if more than 3 Contractors offer Goods and services in the category of need, contact at least 3 Contractors and request a quote for the anticipated Goods and services. If 3 or less Contractors offer Goods and Services in category of need, contact all Contractors that provide Goods and services in the category of need and request a quote for anticipated Goods and services. Quoted rates must not exceed the most competitive rates and discounts set forth in this Price Agreement. Authorized Purchaser may provide a deadline for quote response to Contractor.
 - ii. Determine which Contractor and Authorized Dealer provides the best value for Authorized Purchaser. Some or all of the following factors may be used in the Authorized Purchaser's determination of best value (additional factors not listed may also be used) :
 - Applicable discounts and incremental pricing options;
 - Shipping costs;
 - Manufacture timelines;

- Delivery process;
 - Maintenance and repair service levels;
 - Applicable warranties;
 - Contractor's past performance record through reference checks;
 - Contractor's service area;
 - Price comparison
 - Life cycle costing including expected life, salvage value and discounted total cost of ownership.
- iii. Negotiate with one or more Contractors to gain the best value for the desired Goods and services.
- iv. Authorized Purchasers may make award decisions based on price alone, or may also take value and technical and past performance considerations into account.
- c) Document Authorized Purchasers procurement files describing the process, considerations, findings, and decisions used for determining the Contractor selected through the Best Value Analysis.
- 3.3 DELIVERY CHARGES:** For all orders, FOB destination delivery costs up to 60 miles from dealership shall be paid by the Contractor. Additional delivery charges for delivery beyond 60 miles must be based on delivery cost outlined in Exhibit A.
- 3.4 ADVANCE PAYMENT PROHIBITED:** No advance payment shall be made for the Goods or services furnished by Contractor pursuant to this Contract.
- 3.5 NOTICE OF ORDER SHORTAGES:** Contractor shall notify Authorized Purchaser within twenty-four (24) hours of receiving notice that ordered Goods or services will not be available for shipment or scheduling on the scheduled delivery day. This includes a notice to Authorized Purchaser whenever a particular Good will be short-shipped. Notice of unavailability for services or projected short-shipment of Goods will not eliminate Authorized Purchaser's right to pursue all available remedies.
- 3.6 UNAUTHORIZED WORK:** Goods or services provided without or prior to receipt of written authority (i.e. without a Purchase Order duly issued under the Price Agreement) will be considered unauthorized and may not be paid for by Authorized Purchaser.
- 3.7 PRICE QUOTES:** Contractor price quotes will be considered a firm offer (or maximum price) for a set time period of 90 days after issuance. Upon any negotiations with an Authorized Purchaser, Contractor will update the quote, or provide a new "not-to-exceed" final price quote for desired Goods and Services prior to Authorized Purchaser placing an order. Price Quotes must include all costs, including but not limited to, additional options, taxes (including privilege tax and corporate activity or vehicle use tax for State of Oregon), fees, and delivery and registration costs.

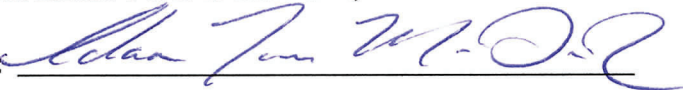
Section 4 – Signature of Contractor’s Duly Authorized Representative

4.1 The undersigned represents:

- (a) Signee is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Contractor;
- (b) Contractor is bound by and will comply with all requirements, specifications, and terms contained in this Agreement;
- (c) Contractor will furnish the Goods in accordance with Contracts under this Agreement; and
- (d) Contractor shall furnish federal identification number or social security number under a separate document.
- (e) All Contractor affirmations contained in its bid or proposal related to this Agreement are true and correct.
- (f) Contractor has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontracts, and that Contractor is not in violation of any nondiscrimination laws.
- (g) Contractor has a written policy and practice that meets the requirements, described in ORS279A.112, of preventing sexual harassment, sexual assault, and discriminating against employees who are members of a protected class. Contractor agrees, as a material term of the Price Agreement, to maintain the policy and practiced in force during the entire Price Agreement term.
- (h) Contractor has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State.
- (i) Contractor shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor’s employees in the payment of wages or other compensation for work of comparable character on the basis of an employee’s membership in a protected class. “Protected class” means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor’s compliance with this Section constitutes a material element of this Price Agreement and a failure to comply constitutes a default that entitles Agency to terminate this Price Agreement for cause.
- (j) Contractor may not prohibit any of Contractor’s employees from discussing the employee’s rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee’s rate of wage, salary, benefits, or other compensation with another employee or another person.

Agreed:

Contractor's Name: Northside Ford Truck Sales, Inc.

Authorized Signature: 

Printed Name of Authorized Signature: Adam Mc Donough

Title of Authorized Signature: GM

Date: 4/22/21

Contractor Administrative Contact (also referred to as Contract Administrator):

Name	Sharon Tucker
Address	6221 NE Columbia Blvd. Portland, OR 97218
Telephone	(503) 493-5562
E-mail	stucker@northside trucks . com

Section 5 – Signature of DAS PS

Agreed:

Authorized Signature: Darwin Kumpula Digitally signed by Darwin Kumpula
Date: 2021.04.23 10:46:30 -07'00'

Date: 4/23/21

DAS PS Contract Administrator (Type or Print):

Name	Brent Lutz
Address	1255 SE Ferry Street, Salem, OR 97301
Telephone	(971) 719-3436
E-mail	brent.l.lutz@oregon.gov

Legal Review:

Approved pursuant to ORS 291.047

Approved by Marc S. Bocci, Senior Assistant Attorney General

Per email dated

Exhibit B

		STATE OF OREGON		PURCHASE ORDER (PO) NO.		PAGE #
Authorized Purchaser's Authorized Representative			Purchase Order Date		Requisition No.	
Contractor Name and Address			Authorized Purchaser's Invoicing Address			
Contractor FEIN		Price Agreement number		Authorized Purchaser's Authorized Representative Email Address		
Deliver to Address			Authorized Purchaser's Authorized Representative Phone and Fax Number			
			Delivery Schedule or Delivery Date			
Item	Description	Quantity	U/M	Unit Price	Net Price	
				Sub Total		
				Freight		
				Total		
This Purchase Order, in addition to any exhibits or addenda attached, is placed against State of Oregon Solicitation # DASPS-2295-20 and Price Agreement #1656. The terms and conditions contained in the Price Agreement apply to this purchase and take precedence over all other conflicting terms and conditions, express or implied. There are no understandings, agreements or representations, oral or written, not specified herein.						
Agency's Authorized Representative to Make Purchase				Date		

Exhibit C

INSURANCE REQUIREMENTS

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit C prior to performing under this Price Agreement and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

☒ **Required** ☐ **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than **\$2,000,000** per occurrence. Annual aggregate limit shall not be less than **\$4,000,000**.

AUTOMOBILE LIABILITY INSURANCE:

☒ **Required** ☐ **Not required**

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than **\$2,000,000** for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Price Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor's completion and Agency's acceptance of all Services required under this Contract, or, (ii) Agency or Contractor termination of contract, or, iii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Contractor shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Agency.

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit C.

Exhibit D

SPECIFICATIONS

1. GENERAL PROVISIONS:

- 1.1 **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be interpreted as requiring that Contractor shall perform to only the best commercial practice and that Contractor shall supply and incorporate into Goods only materials and workmanship of first quality. However, if any omitted specification results in ambiguity as to material characteristics of the Goods, and inclusion is necessary to enable a reasonable person in the particular industry to properly identify such characteristics, and Contractor failed to seek a formal request for change during the solicitation process for the Agreement, then Contractor shall be required to provide Goods meeting the Authorized Purchaser's needs with regard to any omitted specification.
- 1.2 **ADHERENCE TO THE SPECIFICATIONS:** Deviations from specifications discovered after purchase shall be corrected by Contractor at no cost to the Authorized Purchaser.

2. SPECIFICATIONS:

Specifications below provide a minimum requirement.

- 2.1 All Base Model Vehicles must include all OEM standard features, equipment, and components, Manufacturer or Dealer installed according to the Manufacturer's standard procedures, requirements, and specifications. All Vehicle Base Models must include two (2) sets of keys and all user manuals.
- 2.2 Additional equipment packages, factory installed options and aftermarket options may also be offered. Cab and Chassis optional Body Upfit may also be offered. Contractor shall provide all sub-contractors for Body Upfits to DAS PS.
- 2.3 All required installation services must be completed by the manufacturer or a manufacturer authorized installer and Contractor must certify completed vehicle conforms to all Federal Motor Vehicle Safety Standards ("FMVSS") and all body modifications must have National Highway Traffic Safety Administration ("NHTSA") certification.
- 2.4 Unless otherwise DAS PS approved, all Vehicles must be no older than 1 year beyond the current Manufacturer's model year, new and unused, free of damage, rust and other defects that may affect appearance or serviceability.
- 2.5 All Vehicles must comply with all federal and State laws, requirements, and regulations applicable to the type and class of Vehicles and contractual services. This includes, but is not limited to, FMVSS, Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") Standards, and State laws, requirements, and regulations. In addition, if any applicable federal or State legislation becomes effective during the term of the Contract regarding the Goods and related services, including but not limited to requirements concerning specifications and safety, and environmental requirements, those requirements shall immediately become a part of the Agreement and each Contract. The Contractor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor shall contact the Contract Administrator immediately.
- 2.6 Vehicles must not contain Dealer's advertising or identification (name, logos, etc.) including all Base Equipment; OEM Options, Accessories, & Implements; OEM & Replacement Parts; and their components. Manufacturer's advertising or identification (name, model, logos, etc.) will be permitted on the respective Vehicles if such

advertising or identification is a Manufacturer's standard on the specific Vehicle.

- 2.7 Acceptable Vehicle fuel and alternative fuel options include gasoline (E-10), diesel, bio-diesel, natural gas (compressed or liquefied), ethanol flex fuel (E-85), liquefied petroleum gas, Hydrogen Fuel Cell Electric Hybrid, Plug-in Hybrid Electric and Plug-in Electric Vehicle. Additional fuel options may be accepted upon DAS PS approval.



CITY OF VANCOUVER
Procurement Services
 (360) 487-8430
 (360) 487-8433 fax
 www.cityofvancouver.us
 Federal Tax ID No. 91-6001288

Purchase Order Number:

PO-63233

Revision Number:

0

Purchase Order Date:

4/26/23

This Purchase Order number **MUST** appear on all invoices, packing lists, and correspondence related to this order.

Northside Ford Truck Sales, Inc
 6221 NE Columbia Blvd
 Portland, OR 97218

Submit Invoice To:

City of Vancouver
 Jacob Mahan
 P.O. Box 1995
 Vancouver, WA 98668
 Jacob.Mahan@cityofvancouver.us
 accpay@cityofvancouver.us

Ship To:

City of Vancouver
Jacob Mahan
 4711 E Fourth Plain Blvd
 Vancouver, WA 98661

If you have any questions regarding this order, please contact:

Jacob Mahan / (360) 487-8195 Jacob.Mahan@cityofvancouver.us

Line #	Line Description	Qty	UOM	Unit Price	Amount
1	DOCUMENT AND TRIP PERMIT PROCESSING FEES FOR THREE VANS	3	Each	149.00	447.00
2	ONE FORD TRANSIT T35 VAN FOR NEW FACILITIES HVAC PERSON. PRICE BASED OFF OREGON STATE CONTRACT #1656	1	Each	58,250.00	58,250.00
3	ONE FORD TRANSIT T35 VAN FOR NEW FACILITIES MAINTENANCE PERSON. PRICE BASED OFF OREGON STATE CONTRACT #1656	1	Each	58,250.00	58,250.00
4	ONE FORD TRANSIT T35 VAN FOR NEW FACILITIES MAINTENANCE PERSON. PRICE BASED OFF OREGON STATE CONTRACT #1656	1	Each	58,250.00	58,250.00
				Subtotal:	\$175,197.00
				Tax:	\$15,203.25
				Total:	\$190,400.25

Note to Supplier

Enter this URL <https://www.cityofvancouver.us/fms/page/terms-and-conditions> to access either the General terms and conditions or the Professional Services terms and conditions, whichever apply to this purchase order. Any amendments to this purchase order take full precedent over said terms and conditions.

Authorized Signature



Staff Report: 169-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/11/2023

SUBJECT Professional Services Agreement for Ambient Water Quality Monitoring

Key Points

- The City of Vancouver oversees a long-term water quality monitoring program and utilizes the environmental data to identify areas for targeted stormwater improvement projects, determine educational outreach needs, and to demonstrate compliance with state water quality standards.
- This contract will conduct water quality monitoring in the Burnt Bridge Creek watershed and provide targeted monitoring at select sites citywide from October 2023 through September 2027.
- This contract will perform a trend analysis to identify changes in water quality over time and provide feedback for adaptive strategies in stormwater management.
- This contract ensures the collection of high-quality data.

Strategic Plan Alignment

Climate and Natural Systems – Environmental stewardship and efforts to address climate change to ensure a sustainable future.

Present Situation

Herrera Environmental Consultants Inc. has provided water quality monitoring support and technical analysis to the City through a competitive bid process in several contract cycles since 2011. The current water quality monitoring contract with Herrera Environmental will collect data through September 2023 and expire early next year.

The City collects water quality data for surface water to support requirements in our state National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Permit and to protect and improve water resources through stormwater management practices. Past monitoring has focused exclusively in the Burnt Bridge Creek watershed to identify stream reaches where water quality improvement projects would provide the greatest benefit to the stream. An Advance Restoration Project (Water Quality Cleanup Plan) is currently under development with the state

Department of Ecology for Burnt Bridge Creek and is expected to be finalized this year. Monitoring to demonstrate the effectiveness of City efforts will be a requirement of that plan and the state will establish timelines for the stream to meet water quality standards.

In 2020, the City received federal grant funds to monitor sites along the Columbia Slope watershed to identify where stormwater discharges may be contributing contaminants to the Columbia River. The results of that study will be used to support capital project planning and secure additional grant funding for stormwater facility construction and retrofit from both state and federal sources. This proposed contract with Herrera will provide additional water quality data collection at specific sites along the Columbia Slope that will support project proposals by providing pre- and post- project data to demonstrate effective removal of stormwater contaminants.

To ensure there is not a gap in data collection, support capital planning and requests for grant funding, on July 12, 2023, a Request for Proposals (RFP) was issued for data collection, analysis and reporting.

On August 2, 2023, the City received one proposal for evaluation. This proposal from Herrera Environmental Consultants, Inc. was very detailed and comprehensive and met the expectations and requirements in the RFP.

Advantage(s)

1. Approval of this contract will ensure continuous data collection.
2. Approval of this contract will ensure that the long-term monitoring program will continue to receive scientifically defensible water quality data.

Disadvantage(s)

None

Budget Impact

Funds are allocated in the 2023-2024 biennial budget and the Surface Water 6-year capital improvement program.

Prior Council Review

None

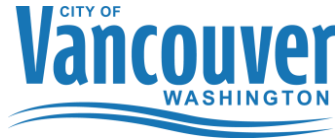
Action Requested

Award a professional services agreement to Herrera Environmental Consultants Inc. of Portland, Oregon in the amount of \$1,046,619 and authorize the City Manager or designee to execute the same.

Kris Olinger, Engineering Program Manager, 360-487-7188

ATTACHMENTS:

- ▯ Contract



CITY OF VANCOUVER
AMBIENT WATER QUALITY MONITORING SERVICES AGREEMENT
No. 101406

This Services Agreement (hereinafter referred to as the “Agreement”) is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington, (hereinafter referred to as the "City") and Herrera Environmental Consultants (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the “parties” or individually as a “party”.

WHEREAS, the City desires to engage the Contractor to perform services as described in this Agreement; and

WHEREAS, the City advertised and issued a Request for Proposal, numbered 48-23 (hereinafter referred to as the “solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor be capable of performing the required services; and

WHEREAS, the Contractor represents by entering into this Agreement that it is fully qualified to perform the services described herein in a competent and professional manner, and to the full satisfaction of the City.

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

- 1. SCOPE OF WORK:** The Contractor agrees to provide the City all services and materials set forth below and as further described in the City’s solicitation, and the Contractor’s responsive proposal to the City’s solicitation, (collectively referred to herein as the “work”) which are each incorporated herein by this reference and made a part of this Agreement as if fully set forth herein.

Contractor to conduct ambient stream water quality monitoring and targeted monitoring to support planning for stormwater treatment projects in the Burnt Bridge Creek and Columbia Slope watersheds.

Ambient stream monitoring

Water quality monitoring is to take place at regular intervals October 2023 through September 2027 at 11 sites in the Burnt Bridge Creek watershed. Monitoring will include continuous temperature data collection at selected sites during the critical season June through September. A Quality Assurance Project Plan (QAPP) is to be prepared by the selected consultant following guidance from Washington State Department of Ecology and provided to the City for review and approval.

Targeted water quality monitoring

Targeted monitoring may include stream reaches, seeps/springs, and existing stormwater management facilities. City staff will identify priority sites for investigation. Stream and outfall basins may be selected for monitoring on a rotation basis to provide baseline data for retrofit project planning or monitoring for effectiveness.

Schedule and Deliverables

Ambient monitoring will consist of 12 sampling events each water year that shall be initiated in October 2023 and finish in September 2027. Informal updates on monitoring progress during the data collection phase will be expected on a regular basis and include field measurements and lab data for each event. Results of the monitoring will be summarized annually in a draft report due January 15 of each year and finalized in February after review and approval by the City.

A trend analysis component is requested as an addition to the WY 2024 annual report. Data from the previous five years of monitoring (WY2020 – WY2024) should be evaluated and compared with historic water quality data where possible. Additional time will be provided for the analysis and the draft 2024 report will be due by February 15, 2025.

Following quality control procedures, all qualifying data from the water year will be entered by the Contractor into the Department of Ecology's Environmental Information Management (EIM) database by February 28 of each year.

The schedule for targeted monitoring will be developed with consideration to the type and quantity of data needed. It is anticipated that two targeted basins will be selected for each water year cycle with one or two monitoring points at each site (such as the inlet and outfall of a stormwater treatment facility or bracketing a feature of interest like a transportation corridor). Deliverables will include regular updates following monitoring events and a summary report of data and results at the end of the monitoring period for the selected basins.

All work must be authorized and approved by the City's Project Manager before any work can begin. The Contractor shall approach each project in a manner consistent with its usual customary business practices. The Contractor shall actively seek collaborative input from City staff.

2. **COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$1,046,619.00 USD.

This payment shall be maximum compensation for the work and for all labor, materials, supplies, equipment and incidentals necessary to complete the work as set forth herein, and it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment.

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

Travel expenses are limited to airfare, or mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. The Contractor is solely responsible for its staff's travel time, including travel to and from the City of Vancouver. The City will reimburse only pre-approved miscellaneous Contractor expenses at-cost upon submission of receipts to City.

During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

3. **PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net thirty (30) days.

The City reserves the right to correct any invoices paid in error. The Contractor shall be paid according to the rates set forth below in Attachment “A”, incorporated herein by this reference, and made a part of this Agreement as if fully set forth herein.

City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City’s contract/purchase order (PO) number given on the notice to proceed **must** be referenced on any invoice submitted for payment.

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on October 1, 2023 and continue until April 30, 2028. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.
5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor’s responsive proposal to the City’s solicitation, and the City’s solicitation.
6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor’s obligations under this agreement (collectively referred to as “subcontractors”), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
7. **SUBCONTRACTING:** The City does not permit subcontractors for the work performed under this Agreement. The Contractor shall not subcontract for the performance of any work under this Agreement without prior written permission of the City.
8. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the

City. Failure by the Contractor to comply with this subsection shall be considered a material breach.

9. DELAYS AND EXTENSIONS OF TIME: If the Contractor is delayed at any time in the progress of the work covered by this Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by the Contractor and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.

10. OWNERSHIP OF RECORDS AND DOCUMENTS: Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.

11. TERMINATION FOR PUBLIC CONVENIENCE: The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

In the event this Agreement is terminated prior to the completion of work, the Contractor will only be paid for the portion of the work completed at the time of termination of the Agreement.

12. TERMINATION FOR DEFAULT: If the Contractor defaults by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule or ordinance applicable to this Agreement, or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere.

If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if

the notice of termination had been issued pursuant to the termination for public convenience paragraph herein.

- 13. OPPORTUNITY TO CURE:** The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a “Notice to Cure” to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City’s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and it’s sureties for said breach or default, including but not limited to termination of this Contract for convenience.
- 14. COMPLIANCE WITH THE LAW:** The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.
- 15. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.
- 16. LIABILITY AND HOLD HARMLESS:** The Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers’ compensation statute, Title 51 Revised Code of Washington (RCW), except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such costs, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. The Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. The Contractor is an independent contractor and responsible for the safety of its employees.

17. INSURANCE: The Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

All liability insurance required herein shall be under a Comprehensive or Commercial General Liability and business policies.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
IV. Professional Liability	
Policy shall include coverage against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor	\$1,000,000

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

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as

broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

All policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

18. NOTICES: All notices which are given or required to be given pursuant to this Agreement shall be hand delivered, mailed postage paid, or sent by electronic mail as follows:

For the City:

Anna Vogel

City of Vancouver

415 W 6th Street

P O Box 1995

Vancouver WA 98668-1995

Email: anna.vogel@cityofvancouver.us

For the Contractor:

Jess Brown

Herrera Environmental Consultants

2200 6th Ave, Suite 1100

Seattle, WA 98121

Email: jbrown@herrerainc.com

Either party may change the designated contact or any information listed above by giving advance notice in writing to the other party.

- 19. AMENDMENTS:** All changes to this Agreement, including changes to the scope of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.
- 20. SCOPE OF AGREEMENT:** This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.
- 21. RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.
- 22. GOVERNING LAW/VENUE:** This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.
- 23. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 24. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.

25. DEBARMENT: The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

26. NONDISCRIMINATION: The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

The undersigned, as the authorized representatives of the City and Contractor respectively, agree to all of the terms and conditions contained in this Agreement, as of the dates set forth below.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Herrera Environmental Consultants

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ATTACHMENT “A”:

Payment Rates

Cost Estimate for **Vancouver Ambient Water Quality Monitoring**
Herrera Project No. 23-08186-000
8/2/2023

8/2/2023			Task No.	1	2	3	4	5.1	5.2	6	7	Total
			Project Management	QAPP	Field Monitoring	Interim Updates	Trend Analysis Report - WY 2024	Annual Reports (WY 2025-2027)	EIM Data Submittals	Project Modifications Fund		
Herrera Labor based on: Direct Labor Rates												
Schedule	Task Start Date	Task End Date	9/1/2023	9/1/2023	10/1/2023	11/15/2023	10/1/2024	10/1/2025	2/1/2025	10/1/2024		
			4/1/2028	10/1/2028	9/30/2027	11/15/2027	3/15/2025	2/15/2028	3/31/2028	2/15/2028		
Staff	Labor Category	2023 Direct Labor Rates										
Brown, Jess	Engineer III	\$50.66	86	14	48	52	60	141	4	32	437	
Lenth, John	Scientist VII / Vice President	\$96.37	14	6	0	12	10	12	0	12	66	
Clark, Timothy (Clark)	Scientist III	\$55.96	0	2	0	30	32	48	8	32	152	
Nilsson, Samuel	Scientist III	\$38.54	18	10	452	72	36	72	40	80	780	
Sweeney, Kathryn	Scientist II	\$34.32	0	42	404	84	76	180	24	80	890	
Gleason, Rayna	Scientist III	\$41.12	0	0	48	0	0	0	0	0	48	
Matsumoto-Hervol, Makie	GIS Analyst II	\$35.02	0	0	0	0	0	0	0	16	16	
Fox, Michelle	Administrative Coordinator II	\$30.97	0	13	0	24	18	48	0	0	103	
Stewart, Rick	Project Accountant III	\$40.29	46	0	0	0	0	0	0	0	46	
VandePutte, Nikki	Environmental Technician	\$28.40	0	40	0	144	28	168	0	0	380	
Total Hours per Task			164	127	952	418	260	669	76	252	2918	
Subtotal Labor			\$8,253	\$4,765	\$35,691	\$15,960	\$11,142	\$26,196	\$3,016	\$10,957	\$115,980	
197.78% Overhead			\$16,323	\$9,424	\$70,589	\$31,566	\$22,038	\$51,810	\$5,964	\$21,672	\$229,385	
15.00% Profit on Direct Labor + OH			\$3,686	\$2,128	\$15,942	\$7,129	\$4,977	\$11,701	\$1,347	\$4,894	\$51,805	
Subtotal Herrera Labor			\$28,262	\$16,317	\$122,222	\$54,655	\$38,157	\$89,707	\$10,327	\$37,523	\$397,170	
4%	Escalation on Herrera Labor in 2024		\$247	\$131	\$1,222	\$547	\$763	\$0	\$0	\$375	\$3,284	
8%	Escalation on Herrera Labor in 2025		\$493	\$261	\$2,444	\$1,093	\$1,526	\$1,794	\$207	\$750	\$8,569	
12%	Escalation on Herrera Labor in 2026		\$740	\$392	\$3,667	\$1,640	\$0	\$5,382	\$310	\$1,126	\$13,256	
16%	Escalation on Herrera Labor in 2027		\$987	\$0	\$3,667	\$1,640	\$0	\$3,588	\$413	\$1,501	\$11,795	
20%	Escalation on Herrera Labor in 2028		\$411	\$0	\$0	\$0	\$0	\$0	\$516	\$0	\$927	
Escalated Subtotal Herrera Labor			\$31,140	\$17,100	\$133,222	\$59,574	\$40,446	\$100,472	\$11,773	\$41,276	\$438,002	
Travel and Per Diem (PD)												
Item	Unit	Unit Cost										
Auto Use	Mile	\$0.66	0	0	2860	0	0	0	0	286	3146	
Subtotal Per Diem			\$0	\$0	\$1,873	\$0	\$0	\$0	\$0	\$187	\$2,061	
Laboratory Costs												
Item	Unit	Unit Cost										
ALS Environmental - Storm	Unit	\$430.02	0	0	240	0	0	0	0	12	252	
ALS Environmental - Base	Unit	\$262.62	0	0	336	0	0	0	0	12	348	
ALS Environmental - Fees	Unit	\$106.77	0	0	48	0	0	0	0	0	48	
Lab/Cor Bacteria	Unit	\$47.50	0	0	576	0	0	0	0	0	576	
Lab/Cor Fees	Unit	\$47.00	0	0	48	0	0	0	0	0	48	
Subtotal Lab Costs			\$0	\$0	\$228,186	\$0	\$0	\$0	\$0	\$8,312	\$234,498	
Other Direct Costs (ODCs)												
Item	Unit	Unit Cost										
Water quality multimeter (YSI)	Day	\$100.00	0	0	48	0	0	0	0	0	48	
Computer, laptop	Day	\$50.00	0	0	20	0	0	0	0	0	20	
Gloves, disposable (box)	Box	\$25.00	0	0	12	0	0	0	0	0	12	
Hobo temperature probes	Each	\$160.00	0	0	16	0	0	0	0	0	16	
Ice	Each	\$3.00	0	0	336	0	0	0	0	0	336	
EsDAT data processing fee	Month	\$120.00	0	0	48	0	0	0	0	0	48	
Supplies for probe install and sa	Each	\$150.00	0	0	4	0	0	0	0	0	4	
Shipping	Each	\$150.00	0	0	48	0	0	0	0	0	48	
Subtotal ODCs			\$0	\$0	\$17,468	\$5,780	\$0	\$0	\$0	\$0	\$23,228	
Subtotal Per Diem, Lab Costs, and ODCs			\$0	\$0	\$245,827	\$5,780	\$0	\$0	\$0	\$8,409	\$269,786	
Grand Subtotal			\$31,140	\$17,100	\$378,749	\$65,334	\$40,446	\$100,472	\$11,773	\$49,775	\$694,789	
Grand Total											\$694,789	

Cost Estimate for
Herrera Project No.
8/2/2023

Vancouver Targeted Water Quality Monitoring
23-08186-000

8/2/2023			Task No.	1	2	3	4	5	Total
			Project Management	QAPP Addendum	Field Monitoring	Interim Updates	Project Summary Reports		
Herrera Labor based on:			Direct Labor Rates						
Schedule			Task Start Date	9/1/2023	9/1/2023	10/1/2026	11/15/2023	10/1/2024	
			Task End Date	4/1/2026	10/1/2026	9/30/2027	11/15/2027	3/15/2026	
Staff	Labor Category	2023 Direct Labor Rates							
Brown, Jess	Engineer III	\$50.66	44	32	50	35	128	289	
Lenth, John	Scientist VII / Vice President	\$96.37	7	12	0	9	12	40	
Clark, Timothy (Clark)	Scientist III	\$55.96	0	4	0	26	40	70	
Nilsson, Samuel	Scientist III	\$38.54	18	44	176	88	78	404	
Sweeney, Kathryn	Scientist II	\$34.32	0	78	194	48	102	422	
Gleason, Rayna	Scientist III	\$41.12	0	0	72	0	0	72	
Matsumoto-Hervol, Makie	GIS Analyst II	\$35.02	0	8	0	0	0	8	
Fox, Michelle	Administrative Coordinator II	\$30.97	0	0	0	18	44	62	
Stewart, Rick	Project Accountant III	\$40.29	39	0	0	0	0	39	
VandePutte, Nikki	Environmental Technician	\$28.40	0	46	0	44	100	190	
Total Hours per Task				108	224	492	268	504	1596
Subtotal Labor				\$5,169	\$8,961	\$18,935	\$10,941	\$20,589	\$64,594
197.78% Overhead				\$10,223	\$17,722	\$37,449	\$21,640	\$40,720	\$127,754
15.00% Profit on Direct Labor + OH				\$2,309	\$4,002	\$8,458	\$4,887	\$9,196	\$28,852
Subtotal Herrera Labor				\$17,700	\$30,685	\$64,842	\$37,468	\$70,506	\$221,201
4%	Escalation on Herrera Labor in 2024			\$154	\$245	\$648	\$375	\$705	\$2,128
8%	Escalation on Herrera Labor in 2025			\$309	\$491	\$1,297	\$749	\$1,410	\$4,256
12%	Escalation on Herrera Labor in 2026			\$463	\$736	\$1,945	\$1,124	\$2,115	\$6,384
16%	Escalation on Herrera Labor in 2027			\$618	\$0	\$2,013	\$1,163	\$2,820	\$6,614
20%	Escalation on Herrera Labor in 2028			\$257	\$0	\$0	\$0	\$0	\$257
Escalated Subtotal Herrera Labor				\$19,502	\$32,158	\$70,745	\$40,579	\$77,556	\$240,841
Travel and Per Diem (PD)									
Item	Unit	Unit Cost							
Auto Use	Mile	\$0.66	0	0	1440	0	0	1440	
Subtotal Per Diem				\$0	\$0	\$943	\$0	\$0	\$943
Laboratory Costs									
Item	Unit	Unit Cost							
ALS Environmental - Parameters	Unit	\$261.85	0	0	156	0	0	156	
ALS Environmental - SVOC and Pesticides	Unit	\$627.99	0	0	52	0	0	52	
ALS Environmental - Metals and Hardness	Unit	\$95.80	0	0	104	0	0	104	
ALS Environmental - Chloride	Unit	\$26.94	0	0	52	0	0	52	
ALS Environmental - Fees	Unit	\$106.77	0	0	36	0	0	36	
Lab/Cor- Bacteria	Unit	\$47.50	0	0	156	0	0	156	
Lab/Cor - Fees	Unit	\$44.00	0	0	36	0	0	36	
Subtotal Lab Costs				\$0	\$0	\$97,706	\$0	\$0	\$97,706
Other Direct Costs (ODCs)									
Item	Unit	Unit Cost							
Water quality multimeter (YSI)	Day	\$100.00	0	0	36	0	0	36	
Ice	Each	\$3.00	0	0	180	0	0	180	
Gloves, disposable (box)	Box	\$25.00	0	0	4	0	0	4	
Current meter (Marsh McBirney)	Day	\$75.00	0	0	36	0	0	36	
Shipping	Each	\$150.00	0	0	36	0	0	36	
Subtotal ODCs				\$0	\$0	\$12,340	\$0	\$0	\$12,340
Subtotal Per Diem, Lab Costs, and ODCs				\$0	\$0	\$110,989	\$0	\$0	\$110,989
Grand Subtotal				\$19,502	\$32,158	\$181,734	\$40,579	\$77,556	\$351,830
Grand Total									\$351,830



Staff Report: 170-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/11/2023

SUBJECT Settlement of Lawsuit Brought by Nils Robert Carlson

Key Points

- On July 9, 2021, Nils Robert Carlson was severely injured in a fall along the Renaissance Trail, sustaining more than \$530,000 in medical expenses.
- Through his attorney, Mr. Carlson filed a tort claim against the City seeking \$975,000.
- City staff and Mr. Carlson's counsel have negotiated a tentative settlement agreement for \$500,000 that, if approved by City Council, would extinguish all liability the City may have to Mr. Carlson and his wife as a result of the fall.

Strategic Plan Alignment

Not Applicable

Present Situation

On July 9, 2021, Nils Robert Carlson was walking eastbound along the Renaissance Trail adjacent to SE Columbia Way when he encountered a group of pedestrians walking in the opposite direction. Mr. Carlson moved to the side to allow them to pass and in the course of doing so, tripped over a piece of broken concrete. Mr. Carlson sustained life-threatening injuries to include extensive bilateral facial fractures, severe sinus and oral hemorrhaging, and respiratory failure. His injuries required two surgeries and an extensive stay in a rehabilitation clinic and use of a feeding tube for several weeks. He incurred medical expenses of \$530,777.01. The tripping hazard that caused Mr. Carlson's fall has been repaired.

Through his attorney, Mr. Carlson filed a tort claim with the City demanding \$975,000, which led to a lawsuit being filed. Although liability for the accident is disputed, staff recognizes that an adverse jury verdict could likely yield an award well in excess of \$1 million due to the severity of Mr. Carlson's injuries and medical expenses incurred. The City and Mr. Carlson's counsel continued dialogue during litigation and reached a tentative agreement, subject to Council approval, to settle the lawsuit for \$500,000 inclusive. The settlement would fully resolve all claims Mr. Carlson and his wife have or would have arising from the July 9, 2021, fall.

Advantage(s)

1. Resolves a lawsuit against the City at an acceptable amount without the expense of litigation costs.
2. Avoids the uncertainty of trial and a potentially significant adverse outcome.

Disadvantage(s)

Eliminates the possibility of summary judgment and/or defense verdict if the claim were to go to trial, which would negate all City liability.

Budget Impact

Sufficient budget for claims is available in the Risk Fund's 2023-2024 Budget.

Prior Council Review

None

Action Requested

Authorize the City Manager and the City Attorney's Office to execute any and all documents necessary to complete the settlement with Nils Robert Carlson in the amount of \$500,000.

Dan Lloyd, Assistant City Attorney III, 360-487-8520

Staff Report: 171-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/11/2023

SUBJECT 2023 Affordable Housing Fund Housing Production Awards

Key Points

- In July 2023, the City accepted Affordable Housing Fund (AHF) applications for Housing Production and Preservation. The City received 7 applications totaling \$8.23 million in requests.
- The review committee recommended 3 applications for funding, totaling \$2,400,000. These awards will deploy all remaining 2016 – 2023 AHF levy funds.
- Awarded projects will support the production of 33 affordable rental housing units for households experiencing very low-income (50% or less than the AMI).
- The City will hold an additional AHF application process in January 2024 for the allocation of 2024 funds. Qualified projects that did not receive funding during this application cycle are encouraged to re-apply in 2024.

Strategic Plan Alignment

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

Present Situation

In July 2023, the City accepted applications to award 2023 AHF funding for Housing Production and Preservation. The 3 projects recommended for funding will award all remaining funds for the 2016 – 2023 AHF levy.

The City received a total of seven proposals requesting \$8.23 million. Three of these proposals were recommended for funding. Projects were prioritized by community need, project readiness, and project feasibility. Due to project needs and limited available funding, recommendations were reduced from the full request. Four proposals are not recommended for funding at this time. The entities that submitted these proposals are encouraged to reapply for the Affordable Housing Fund in January 2024.

The recommended projects will support the production of 33 affordable rental housing units for people experiencing very low income (50% or less than the AMI). These recommendations are also consistent with Economic Prosperity and Housing's goals to award all remaining 2016 – 2023 funds before the renewal of the AHF levy in 2024. Below is a summary of the award recommendations:

Agency and Project Name	Amount Requested	Recommended funding	Outcomes (Affordable units)	Project Description
Crestwood Corner	\$675,000	\$265,000	4 units	Convert existing single-family home and commercial space to create 4 units for tenants with very low-income.
Datepark Residence	\$4,050,000	\$880,000	12 units	Develop a four-story building with 54 units for people with very low-income with a focus on seniors, families, and individuals with disabilities. Of the 54 units, 12 will be affordable.
VHA Alleatro Pointe	\$1,255,000	\$1,255,000	17 units	Acquire a 49-unit new construction, mixed-income development to ...

house families with very low-income. Of the 49 units, 17 will be affordable.

TOTALS	\$5,980,000	\$2,400,000	33 units
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Advantage(s)

1. Provide 33 units of housing for households experiencing very low-income.
2. Fully allocate all remaining levy funding.

Disadvantage(s)

None

Budget Impact

The proposed \$2,400,000 for Housing Production and Preservation is provided by Affordable Housing Fund revenues.

Prior Council Review

None

Action Requested

Adopt a resolution adopting the proposed 2023 Affordable Housing Fund awards for Housing Production and Preservation.

Samantha Whitley, Housing Programs Manager, 360-487-7952; Hayley Woodbridge, Associate Housing Project Coordinator, 360-487-7867

ATTACHMENTS:

- ▢ Resolution - 2023 AHF Housing Production Awards

September 11, 2023

RESOLUTION NO. _____

A RESOLUTION relating to low-income housing; providing for adoption of 2023 funding awards for the Affordable Housing Fund and authorizing the City Manager to execute agreements and other related documents on behalf of the City of Vancouver consistent with Affordable Housing Fund 2023 Council-approved funding awards..

WHEREAS, in June 2016 Council adopted, by resolution, the Affordable Housing Fund Administrative and Financial Plan (A & F Plan) and most recently updated the A & F Plan in February 2022;

WHEREAS, the A & F Plan provides funding among four program areas: Housing Production and Preservation, Temporary Shelter, Housing Assistance and Services, and Implementation;

WHEREAS, the City of Vancouver released a request for applications for Housing Production and Preservation projects to be supported with the Affordable Housing Funds;

WHEREAS, the City received seven applications for Housing Production and Preservation through the 2023 Affordable Housing Fund application process;

WHEREAS, the project review committee and staff recommend funding awards for three (3) Housing Production and Preservation projects developed by the Vancouver Housing Authority, Crestwood Corner, and Datepark Condominium, Inc. totaling \$2,400,000;

WHEREAS, the recommended Housing Assistance and Services awards would produce 33 affordable rental units for households who are experiencing very low-income, at or below 50% of the area median income (AMI);

RESOLUTION - 1

WHEREAS, the recommended awards are based on community needs, actual applications received, and recommendations from the review committee.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The recitals set forth above are adopted as findings supporting the action of the City Council in adopting this resolution.

Section 2.
The Affordable Housing Fund awards totaling \$2,400,000 for Housing Production and Preservation projects, attached hereto as Exhibit A and incorporated by reference, are hereby approved and adopted.

Section 3. The City Manager is hereby authorized to execute agreements and other related documents on behalf of the City of Vancouver, consistent with the Affordable Housing Fund 2023 Council approved funding awards set forth in Exhibit A.

ADOPTED at regular session of the Council of the City of Vancouver, this 11th day of September, 2023.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

RESOLUTION - 2

Exhibit A

Use of the Affordable Housing Fund for Housing and Homelessness Prevention projects September 2023 Awards

Vancouver Housing Authority – Allegro Pointe: \$1,255,000
Datepark Condominium, Inc. – Datepark Residences: \$880,000
Crestwood Corner – Crestwood Corner: \$265,000

RESOLUTION - 3



Staff Report: 172-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/11/2023

SUBJECT Multifamily Tax Exemption - Grand Vista

Key Points

- First income based MFTE application since VMC 3.22 ordinance changes.
- Applicant is requesting 12-year exemption for a 79-unit multifamily income-based project.
- A minimum of 20% of the total units will be reserved for households with annual incomes at or below 80% of median family income.
- Estimated 20-year net present value of new tax revenue for all taxing districts is \$3.6 million.
- Estimated City of Vancouver forgone taxes during exemption are \$475,000.

Strategic Plan Alignment

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

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

Climate and Natural Systems – Environmental stewardship and efforts to address climate change to ensure a sustainable future.

Present Situation

The project is located at 2700 E. 5th Street within the new Evergreen / Grand Residential Target Area. The applicant is requesting a 12-year multi-family housing limited property tax exemption for a new construction, income-based, multifamily housing development. The project is a 6-story, 79-unit apartment building with 142 associated parking spaces (42 covered, 100 surface spaces). The proposed development will include one, two, and three-bedroom units. The total estimated development cost is \$31.7 million. The current site is vacant and will not include any displacement of existing residents. The project is currently under review through the Vancouver planning and building departments for local code compliance.

The applicant is required to rent at least 20% of the total development units as income-based housing to households with annual incomes at or below 80% of median family income. For reference, the HUD 2023 median family income for a two-person household is \$72,000. With a total of 79 units, 20% or 16 units must be income-based units. The table below shows that the income-based unit types will be proportional with the total types of each unit type offered.

Unit Type	Market-Rate Units	Market-Rate Rents	Income-Based Units	Income-Based Rents	Square Footage per Unit
1-BR	28	\$2,044	8	\$1,598	715
2-BR	31	\$3,001	7	\$1,918	1,032
3-BR	4	\$3,650	1	\$2,216	1,238

Over the 20-year period following construction, the project (with the exemption) will generate approximately \$3.6 million in taxes benefiting all taxing districts (ports, schools, county, city, etc.). A total of \$892,000 in taxes will directly benefit the City of Vancouver. Total estimated foregone tax revenue for all districts during the exemption is \$1.27 million. The forgone taxes specific to the City of Vancouver during the exemption would be \$475,000. Land value property taxes, and per unit utility taxes will still be collected during the exemption. It is also anticipated that new residents will support local businesses during and after the exemption period. At the start of the exemption the development will provide an estimated \$144,000. Following the expiration of the exemption the development will generate \$407,000.

The applicant has designed the project to meet a gold level National Green Building Standard certification. The building will be primarily electric with only two common area gas fire pits and barbecues for seasonal use. Other green building elements include:

- All space heating, water heating, cooking, and clothes drying is electric.
- 5 EV charging stations will be provided with infrastructure for 15 additional in the future
- Building energy modeling showing 10% better performance than Code requirements
- All appliances will be Energy Star certified.
- Toilets flush with maximum 1.28 gallons.
- Shower heads meet WaterSense requirements.
- 100% on-site stormwater disposal.
- 85% of wood panels, insulation, paints and sealant materials are low emitting.
- No turf grass for water conservation.
- Construction Waste Management Plan diverts 50% minimum from landfill.

The City climate action policy staff have reviewed the applicant's NGBS summary and concur that the project satisfies the City's green building policy.

Advantage(s)

1. Adds 79 new multi-family units in the Evergreen-Grand residential target area.
2. Meets City Council climate action goals.

Disadvantage(s)

1. Foregone tax revenue for all districts is estimated at \$1.27 million.
2. Foregone tax revenue specific to the City of Vancouver is estimated at \$475,000.

Budget Impact

The residential structure portion of the property taxes will be exempt for 12 years, however the City will still receive taxes from the land value and other additional revenues from the development including construction materials sales tax, permit fees, and system development charges and impact fees. There will be a small incremental increase in demand for public services during the 12-year exemption period without full associated tax revenues. Following the 12-year exemption period, the properties will return to the tax base as new construction and the City and other taxing districts will begin receiving the residential portion of the property taxes.

Prior Council Review

None

Action Requested

On September 11, 2023, adopt a resolution authorizing the City Manager or designee to execute a multi-family housing limited property tax exemption certificate and take any and all action necessary to enforce the terms thereof.

Bryan Monroe, Associate Housing Project Coordinator, 360-487-7958

ATTACHMENTS:

- ▢ Resolution- Grand Vista Apartments MFTE
- ▢ Contract- Grand Vista Apartments MFTE

[Meeting Date]

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION of the City Council of the City of Vancouver approving a contract with Grand Vista Apartments LLC (Applicant) for a 12-year limited property tax exemption for income-based housing, for the property located at 2700 E 5th Street , Vancouver, WA 98661 (Exhibit A).

WHEREAS, the City of Vancouver desires to stimulate new construction of multi-family rental housing in specifically designated “Residential Target 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 has, pursuant to authority granted under the Revised Code of Washington (RCW 84.14), designated various “Residential Target Areas” for the provision of limited property tax exemptions for new multi-family residential housing; and

WHEREAS, the City has set forth in Chapter 3.22 of the Vancouver Municipal Code (VMC) a program whereby property owners may qualify for a “Final Certificate of Tax Exemption,” which certifies to the Clark County Assessor and Treasurer that a property is eligible to receive a limited property tax exemption; and

WHEREAS, Grand Vista Apartments LLC is interested in receiving a limited property tax exemption for constructing 79 units of new, multifamily, income-based rental housing within a designated “Residential Target Area” identified in Chapter 3.22 VMC; and,

WHEREAS, the Applicant agrees to rent at least 20 percent of the total development units (16 units) as income-based housing to households with annual incomes at or below 80 percent of area median income for the duration of the tax exemption.

RESOLUTION - 1

WHEREAS, the Applicant has submitted to the City a complete application for the City's limited tax exemption program outlining a proposed development of new multi-family rental housing, to be constructed on property located at 2700 E 5th Street, Vancouver, WA 98661 (Property), Assessor's tax lot 30842000; and

WHEREAS, the City has determined that the Applicant's proposed development will satisfy the requirements for a Final Certificate of Tax Exemption.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The MFTE Contract attached hereto as Exhibit B between Grand Vista Apartments LLC and the City of Vancouver, a Washington Municipal Corporation, is approved.

Section 2. The City Manager or their designee is authorized to execute the Contract attached hereto as Exhibit B.

ADOPTED at a regular session of the Vancouver City Council this 11th day of September, 2023.

Anne McEnery-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

RESOLUTION - 2

Resolution
Exhibit A
Legal Description

Tax lot 30842000

Being in a portion of the William Ryan Donation Land Claim, located in the Southeast 1/4 of Section 26, Township 2 North, Range 1 East, of the Willamette Meridian, City of Vancouver, Clark County, Washington, more particularly described as follows:

Commencing at the Northernmost Northeast corner of Lot 1 of BLUEBIRD RIDGE PHASE 1 SHORT PLAT, recorded under Book 3 of Plats, page 895, records of Clark County, Washington;

Thence South 00°06'33" West, along the East boundary of said Lot 1, for a distance of 5.91 feet;

Thence leaving said East boundary South 80°06'14" East, for a distance of 356.34 feet;

Thence South 00°06'23" West, for a distance of 242.00 feet to the Point of Beginning;

Thence continuing South 00°06'23" West, for a distance of 110.24 feet;

Thence North 86°44'06" West, for a distance of 138.67 feet;

Thence North 03°15'54" East, for a distance of 5.00 feet;

Thence North 86°44'06" West, for a distance of 400.26 feet;

Thence North 19°55'21" East, for a distance of 44.61 feet;

Thence along a 102.70 foot radius tangent curve to the left, through a central angle of 10°51'45" for an arc distance of 19.47 feet, the long chord of which bears North 14°29'31" East 19.44 feet;

Thence North 09°03'42" East, for a distance of 129.60 feet;

Thence along a 190.08 foot radius tangent curve to the right, through a central angle of 31°33'47" for an arc distance of 104.71 feet, the long chord of which bears North 24°50'36" East 103.39 feet;

Thence South 80°59'59" East, for a distance of 300.34 feet;

Thence South 23°28'40" East, for a distance of 175.38 feet;

Thence South 89°53'27" East, for a distance of 87.54 feet to the Point of Beginning;

Containing 117,007 square feet, more or less.

Subject to and Together with Public roads, Easements and Restrictions of record.

RESOLUTION - 3

Resolution
Exhibit B
Contract
CONTRACT
for
MULTI-FAMILY HOUSING LIMITED PROPERTY TAX
EXEMPTION

THIS CONTRACT is entered into this 11th day of September 2023, by and between GRAND VISTA APARTMENTS 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 has, pursuant to authority granted to it under the Revised Code of Washington (RCW), designated various Residential Target Areas for the provision of limited property tax exemptions for new multi-family residential housing, and

WHEREAS, the City is interested in promoting new housing in the Evergreen/ Grand residential target area of the City of Vancouver, and

WHEREAS, the City has, as set forth at Chapter 3.22 of the Vancouver Municipal Code (“VMC”), enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Clark County Assessor and Treasurer that the Applicant is eligible to receive a limited property tax exemption, and

WHEREAS, the Applicant is interested in receiving a limited property tax exemption for constructing 79 units of new multi-family residential housing within the Evergreen/Grand designated Residential Target Area identified in Chapter 3.22 VMC, and

WHEREAS, the Applicant agrees to rent at least 20 percent of the total development units (16 units) as income-based housing to households with annual incomes at or below 80 percent of median family income for the duration of the tax exemption.

WHEREAS, the Applicant has submitted to the City a complete application for the City’s limited tax exemption program outlining the proposed development of new multi-family residential housing to be constructed on property described in the legal description in Exhibit A (Property) for a 12-year market rate tax exemption, and

RESOLUTION - 4

WHEREAS, the City has determined that the Applicant's proposed development outlined herein will satisfy the requirements for a Final Certificate of Tax Exemption.

NOW THEREFORE, the City and Applicant mutually agree as follows:

1. The City agrees to issue the Applicant a Conditional Certificate of 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 Contract. In no event shall such construction provide fewer than 79 new permanent multi-family residential units.
3. The applicant agrees to construct the building to the National Green Building Standard Gold level criterion to meet the City's interim green building policy.
4. The Applicant commits to renting at least twenty percent of the multi-family housing units (16 units) as income restricted housing units to households whose income is at or below 80% of the median family income adjusted for family size as reported by the United States Department of Housing and Urban Development.
5. The Applicant agrees to the following mix of income-based units at all times during the exemption period:
 - Eight, 1-bedroom units
 - Seven, 2-bedroom units
 - One, 3-bedroom units
6. Applicant / property owner will include information about the availability of designated MFTE income-based units in any advertising or marketing for the property.
7. Applicant agrees to construct the development to meet the National Green Building Standard gold threshold.
8. The Applicant agrees to complete construction of the agreed upon improvements within three years from the of City Council approval of this Contract, or within any extension thereof granted by the City.
9. The Applicant agrees, upon completion of the building improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Director of Economic Prosperity and Housing ("Director") the following:

RESOLUTION - 5

- (a) A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;
 - (b) A description of the completed work and a statement of qualifications for the exemption; and
 - (c) A statement that the work was completed within the required three-year period or any authorized extension or any extension thereof.
- 10. The City agrees, conditioned on the Applicant's successful completion of the Property improvements on the Applicant's filing of the materials described in Paragraph 9 above, to file a Final Certificate of Tax Exemption with the Clark County Treasurer and Assessor.
- 11. The Applicant agrees, within 30 days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption, and each year thereafter for a period of twelve years, to file a notarized declaration with the Director indicating the following:
 - (a) A statement identifying the total number of occupied and vacant multi-family units receiving a property tax exemption;
 - (b) A certification that the property continues to be in compliance with this Contract, Chapter 3.22 VMC, and Chapter 84.14 RCW;
 - (c) A description of any improvements or changes to the property constructed after the issuance of the certificate of tax exemption; and
 - (d) The total monthly rent for each unit.
- 12. The applicant agrees to pay the City of Vancouver an annual monitoring fee of \$500 at the time annual reports are due for the duration of the exemption period.
- 13. The Applicant agrees to maintain the Property including all improvements in compliance with all applicable City codes and requirements.
- 14. 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 11 or to maintain adequate records may result in the tax exemption being canceled.
- 15. If the Applicant converts the multi-family residential housing units constructed under this Contract to another use, the Applicant shall notify the Clark County Assessor and Treasurer and the City Economic Prosperity and Housing Director within 60 days of such change in use.
- 16. The Applicant agrees to notify the Economic Prosperity and Housing Director promptly of any transfer of the Applicant's ownership interest in the site or in the improvements made to the site under this Contract.

RESOLUTION - 6

17. The Applicant agrees that, in each of the five years following the expiration of the multifamily tax exemption, increases in the income-based unit rents shall not exceed the unit rent in the previous year adjusted by 5% plus the Consumer Price Index (Urban Consumers) factor, as defined in VMC 3.08.100.
18. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Applicant, its successors and assigns, fail to comply with any of the terms and conditions of this Contract. Cancellation of the Final Certificate of Tax Exemption may subject the Applicant to potential tax liability as further described in RCW 84.14;
19. No modifications of this Contract shall be made unless mutually agreed upon by the parties in writing.
20. In the event that any term or clause of this Contract conflicts with applicable law, such conflict shall not affect other terms of this Contract which can be given effect without the conflicting term or clause, and to this end, the terms of this Contract are declared to be severable.
21. Applicant agrees that this Contract is subject to the Vancouver Multi-Family Housing Tax Exemption set forth at Vancouver Municipal Code, Chapter 3.22.

CITY OF VANCOUVER

GRAND VISTA APARTMENTS LLC

Eric Holmes, City Manager

Tim Lee, Co-manager/member

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

RESOLUTION - 7

EXHIBIT A
LEGAL DESCRIPTION

Being in a portion of the William Ryan Donation Land Claim, located in the Southeast 1/4 of Section 26, Township 2 North, Range 1 East, of the Willamette Meridian, City of Vancouver, Clark County, Washington, more particularly described as follows:

Commencing at the Northernmost Northeast corner of Lot 1 of BLUEBIRD RIDGE PHASE 1 SHORT PLAT, recorded under Book 3 of Plats, page 895, records of Clark County, Washington;

Thence South 00°06'33" West, along the East boundary of said Lot 1, for a distance of 5.91 feet;

Thence leaving said East boundary South 80°06'14" East, for a distance of 356.34 feet;

Thence South 00°06'23" West, for a distance of 242.00 feet to the Point of Beginning;

Thence continuing South 00°06'23" West, for a distance of 110.24 feet;

Thence North 86°44'06" West, for a distance of 138.67 feet;

Thence North 03°15'54" East, for a distance of 5.00 feet;

Thence North 86°44'06" West, for a distance of 400.26 feet;

Thence North 19°55'21" East, for a distance of 44.61 feet;

Thence along a 102.70 foot radius tangent curve to the left, through a central angle of 10°51'45" for an arc distance of 19.47 feet, the long chord of which bears North 14°29'31" East 19.44 feet;

Thence North 09°03'42" East, for a distance of 129.60 feet;

Thence along a 190.08 foot radius tangent curve to the right, through a central angle of 31°33'47" for an arc distance of 104.71 feet, the long chord of which bears North 24°50'36" East 103.39 feet;

Thence South 80°59'59" East, for a distance of 300.34 feet;

Thence South 23°28'40" East, for a distance of 175.38 feet;

Thence South 89°53'27" East, for a distance of 87.54 feet to the Point of Beginning;

Containing 117,007 square feet, more or less.

Subject to and Together with Public roads, Easements and Restrictions of record.

RESOLUTION - 8

**CONTRACT
for
MULTI-FAMILY HOUSING LIMITED PROPERTY TAX
EXEMPTION**

THIS CONTRACT is entered into this 11th day of September 2023, by and between GRAND VISTA APARTMENTS 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 has, pursuant to authority granted to it under the Revised Code of Washington (RCW), designated various Residential Target Areas for the provision of limited property tax exemptions for new multi-family residential housing, and

WHEREAS, the City is interested in promoting new housing in the Evergreen/Grand residential target area of the City of Vancouver, and

WHEREAS, the City has, as set forth at Chapter 3.22 of the Vancouver Municipal Code (“VMC”), enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Clark County Assessor and Treasurer that the Applicant is eligible to receive a limited property tax exemption, and

WHEREAS, the Applicant is interested in receiving a limited property tax exemption for constructing 79 units of new multi-family residential housing within the Evergreen/Grand designated Residential Target Area identified in Chapter 3.22 VMC, and

WHEREAS, the Applicant agrees to rent at least 20 percent of the total development units (16 units) as income-based housing to households with annual incomes at or below 80 percent of median family income for the duration of the tax exemption.

WHEREAS, the Applicant has submitted to the City a complete application for the City’s limited tax exemption program outlining the proposed development of new multi-family residential housing to be constructed on property described in the legal description in Exhibit A (Property) for a 12-year market rate tax exemption, and

WHEREAS, the City has determined that the Applicant’s proposed development outlined herein will satisfy the requirements for a Final Certificate of Tax Exemption.

**MULTI-FAMILY HOUSING LIMITED PROPERTY
TAX EXEMPTION CONTRACT
GRAND VISTA APARTMENTS 12- YEAR EXEMPTION – 1**

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 Contract. In no event shall such construction provide fewer than 79 new permanent multi-family residential units.
3. The applicant agrees to construct the building to the National Green Building Standard Gold level criterion to meet the City's interim green building policy.
4. The Applicant commits to renting at least twenty percent of the multi-family housing units (16 units) as income restricted housing units to households whose income is at or below 80% of the median family income adjusted for family size as reported by the United States Department of Housing and Urban Development.
5. The Applicant agrees to the following mix of income-based units at all times during the exemption period:
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 - One, 3-bedroom units
6. Applicant / property owner will include information about the availability of designated MFTE income-based units in any advertising or marketing for the property.
7. Applicant agrees to construct the development to meet the National Green Building Standard gold threshold.
8. The Applicant agrees to complete construction of the agreed upon improvements within three years from the of City Council approval of this Contract, or within any extension thereof granted by the City.
9. The Applicant agrees, upon completion of the building improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Director of Economic Prosperity and Housing ("Director") the following:
 - (a) A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;

- (b) A description of the completed work and a statement of qualifications for the exemption; and
 - (c) A statement that the work was completed within the required three-year period or any authorized extension or any extension thereof.
- 10. The City agrees, conditioned on the Applicant's successful completion of the Property improvements on the Applicant's filing of the materials described in Paragraph 9 above, to file a Final Certificate of Tax Exemption with the Clark County Treasurer and Assessor.
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 - (b) A certification that the property continues to be in compliance with this Contract, Chapter 3.22 VMC, and Chapter 84.14 RCW;
 - (c) A description of any improvements or changes to the property constructed after the issuance of the certificate of tax exemption; and
 - (d) The total monthly rent for each unit.
- 12. The applicant agrees to pay the City of Vancouver an annual monitoring fee of \$500 at the time annual reports are due for the duration of the exemption period.
- 13. The Applicant agrees to maintain the Property including all improvements in compliance with all applicable City codes and requirements.
- 14. 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 11 or to maintain adequate records may result in the tax exemption being canceled.
- 15. If the Applicant converts the multi-family residential housing units constructed under this Contract to another use, the Applicant shall notify the Clark County Assessor and Treasurer and the City Economic Prosperity and Housing Director within 60 days of such change in use.
- 16. The Applicant agrees to notify the Economic Prosperity and Housing Director promptly of any transfer of the Applicant's ownership interest in the site or in the improvements made to the site under this Contract.

17. The Applicant agrees that, in each of the five years following the expiration of the multifamily tax exemption, increases in the income-based unit rents shall not exceed the unit rent in the previous year adjusted by 5% plus the Consumer Price Index (Urban Consumers) factor, as defined in VMC 3.08.100.
18. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Applicant, its successors and assigns, fail to comply with any of the terms and conditions of this Contract. Cancellation of the Final Certificate of Tax Exemption may subject the Applicant to potential tax liability as further described in RCW 84.14;
19. No modifications of this Contract shall be made unless mutually agreed upon by the parties in writing.
20. In the event that any term or clause of this Contract conflicts with applicable law, such conflict shall not affect other terms of this Contract which can be given effect without the conflicting term or clause, and to this end, the terms of this Contract are declared to be severable.
21. Applicant agrees that this Contract is subject to the Vancouver Multi-Family Housing Tax Exemption set forth at Vancouver Municipal Code, Chapter 3.22.

CITY OF VANCOUVER

GRAND VISTA APARTMENTS LLC

Eric Holmes, City Manager

Tim Lee, Co-manager/member

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

EXHIBIT A
LEGAL DESCRIPTION

Being in a portion of the William Ryan Donation Land Claim, located in the Southeast 1/4 of Section 26, Township 2 North, Range 1 East, of the Willamette Meridian, City of Vancouver, Clark County, Washington, more particularly described as follows:

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Thence South 00°06'23" West, for a distance of 242.00 feet to the Point of Beginning;

Thence continuing South 00°06'23" West, for a distance of 110.24 feet;

Thence North 86°44'06" West, for a distance of 138.67 feet;

Thence North 03°15'54" East, for a distance of 5.00 feet;

Thence North 86°44'06" West, for a distance of 400.26 feet;

Thence North 19°55'21" East, for a distance of 44.61 feet;

Thence along a 102.70 foot radius tangent curve to the left, through a central angle of 10°51'45" for an arc distance of 19.47 feet, the long chord of which bears North 14°29'31" East 19.44 feet;

Thence North 09°03'42" East, for a distance of 129.60 feet;

Thence along a 190.08 foot radius tangent curve to the right, through a central angle of 31°33'47" for an arc distance of 104.71 feet, the long chord of which bears North 24°50'36" East 103.39 feet;

Thence South 80°59'59" East, for a distance of 300.34 feet;

Thence South 23°28'40" East, for a distance of 175.38 feet;

Thence South 89°53'27" East, for a distance of 87.54 feet to the Point of Beginning;

Containing 117,007 square feet, more or less.

Subject to and Together with Public roads, Easements and Restrictions of record.



Item #11.

TO: Mayor and City Council

FROM: Council Committee 1 (Hansen, Paulsen, Perez)

DATE: 9/11/2023

SUBJECT Appointment to the Culture, Arts & Heritage Commission

Present Situation

The City's Culture, Art and Heritage Commission is a nine-member volunteer group responsible for facilitating the development and promotion of a thriving cultural, art and heritage environment that reflects the people we serve. This is accomplished through the creation of community-informed programs, ownership of buildings and public art, and a commitment to community partnerships.

Council Subcommittee 1 recently interviewed candidates for one mid-term vacancy on the Culture, Arts & Heritage Commission. They recommend the appointment of Rebekah Percival, with a term beginning immediately and expiring December 31, 2024.

If there are no objections, we would like to make this appointment at the Monday, September 11, 2023, Council meeting.

Action Requested

Appoint Rebekah Percival to the Culture, Arts & Heritage Commission for a mid-term beginning immediately, and expiring December 31, 2024.

Council Committee 2

ATTACHMENTS:

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:

\$ 13,795,358.10 this 11th day of September 2023.

DocuSigned by:
Anne McEnerny-Ogle
6C89D9089EC5424
MAYOR

Cyndi A. Turner
Digitally signed by Cyndi A. Turner
Date: 2023.09.05 15:24:14 -07'00'
AUDITING OFFICER

DocuSigned by:
Ty Stib
3FEB713B42764A7...
COUNCILMEMBER

DocuSigned by:
M W. R
8282D0BA45A64D2
COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
August 21, 2023 - September 03, 2023	Accounts Payable Checks (see attached)	\$ 8,413,062.90
August 21, 2023 - September 03, 2023	Hansen City Payments (see attached)	\$ 538,219.60
August 21, 2023 - September 03, 2023	Visa Refunds (see attached)	\$ 4,498.31
August 21, 2023 - September 03, 2023	Payroll Checks (see attached)	\$ 4,839,577.29
TOTAL		\$ 13,795,358.10

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Miscellaneous Payment	Check	13339	8/23/2023	42.20	Caitlin Smith Bodnyk	Voucher #2010838.030
Miscellaneous Payment	Check	13340	8/23/2023	1,700.00	Choice Charities	ES Park Refund
Miscellaneous Payment	Check	13341	8/23/2023	1,566.10	Dennis Flynn	Vancouver Assistant Police Chief Reimbursement
Miscellaneous Payment	Check	13342	8/23/2023	100.00	Edgewood Park Neighborhood Association	2023 Resource Conservation Challenge
Miscellaneous Payment	Check	13343	8/23/2023	191.94	JACK BURKMAN	BURKMAN V. COV
Miscellaneous Payment	Check	13344	8/23/2023	1,740.00	Ke Kukui Foundation	ES Park Refund
Miscellaneous Payment	Check	13345	8/23/2023	91.00	Lifeline Connections Crisis Wellness Center	Refund of Fire Inspection Fees Inv#77054911
Miscellaneous Payment	Check	13346	8/23/2023	88.08	MARIAH A COLBERT	Refund of Parking Permit
Miscellaneous Payment	Check	13347	8/23/2023	2,000.00	Professional Credit Service	Customer # 0090913, Cof Landscape Construction, paid Violation STM-84113 assessed on both 07/20/21 & 07/26/21 on invoice # 00021890
Miscellaneous Payment	Check	13348	8/23/2023	40.00	Wren Helbock	Refund unused MeterHood Reservation
Supplier Payment	Check	13349	8/23/2023	7,794.01	Accurate Corporate Services Inc	
Supplier Payment	Check	13350	8/23/2023	229.00	Allegiance Benefit Plan Management Inc	
Supplier Payment	Check	13351	8/23/2023	136.00	American Sani-Can	
Supplier Payment	Check	13352	8/23/2023	146.42	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	13353	8/23/2023	2,400.10	Arborscape Ltd Inc	
Supplier Payment	Check	13354	8/23/2023	1,577.96	Bounce-N-Battle LLC	
Supplier Payment	Check	13355	8/23/2023	4,794.93	Bound Tree Medical LLC	
Supplier Payment	Check	13356	8/23/2023	13,024.50	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	Check	13357	8/23/2023	2,252.40	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	13358	8/23/2023	300.00	Clark County Title Company - Remit-To: Clark County - Reconveyance Fees	
Supplier Payment	Check	13359	8/23/2023	600.00	Clark County Title Company - Remit-To: Clark County - Reconveyance Fees	
Supplier Payment	Check	13360	8/23/2023	31,415.01	CloudPWR	
Supplier Payment	Check	13361	8/23/2023	670.95	Columbia Resource Company	
Supplier Payment	Check	13362	8/23/2023	95.89	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	13363	8/23/2023	4,719.13	Connecta Satellite Solutions LLC	
Supplier Payment	Check	13364	8/23/2023	5,336.75	Consort North America Inc	
Supplier Payment	Check	13365	8/23/2023	333.25	Courier Northwest	
Supplier Payment	Check	13366	8/23/2023	3,434.92	Datec Inc	
Supplier Payment	Check	13367	8/23/2023	6,460.16	Distinctive Landscape LLC	
Supplier Payment	Check	13368	8/23/2023	1,294.70	DKS Associates Inc	
Supplier Payment	Check	13369	8/23/2023	4,305.86	Elcon Associates Inc	
Supplier Payment	Check	13370	8/23/2023	12,713.86	Emphasys Computer Solutions Inc.	
Supplier Payment	Check	13371	8/23/2023	784.00	Evergreen Orchards LLC	
Supplier Payment	Check	13372	8/23/2023	7,070.74	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	13373	8/23/2023	1,011.99	Galls LLC	
Supplier Payment	Check	13374	8/23/2023	2,572.48	Global Transportation Engineering Corporation	
Supplier Payment	Check	13375	8/23/2023	424.11	Gray & Osborne Inc	
Supplier Payment	Check	13376	8/23/2023	8,142.00	Groundwater Solutions, Inc.	
Supplier Payment	Check	13377	8/23/2023	6,137.50	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	13378	8/23/2023	3,250.00	HD Development of Maryland, Inc	
Supplier Payment	Check	13379	8/23/2023	8,642.32	Herrera Environmental Consultants Inc	
Supplier Payment	Check	13380	8/23/2023	3,636.97	HMI Oregon - Remit-To: Pacific WRO	
Supplier Payment	Check	13381	8/23/2023	9,000.00	Hvas Group, LLC	
Supplier Payment	Check	13382	8/23/2023	1,988.54	Invintus Media LLC	
Supplier Payment	Check	13383	8/23/2023	9,874.38	L.N. Curtis & Sons - Remit-To: Supplier L.N. Curtis & Sons	
Supplier Payment	Check	13384	8/23/2023	41,306.43	Life Insurance Company of North America	
Supplier Payment	Check	13385	8/23/2023	1,334.55	Limitless Vinyl & Graphics LLC	
Supplier Payment	Check	13386	8/23/2023	15,544.10	Mather and Sons Pump Service Inc	
Supplier Payment	Check	13387	8/23/2023	215.00	Matrix Logic Corporation	

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	Check	13388	8/23/2023	1,032.50	Michael Miller	
Supplier Payment	Check	13389	8/23/2023	1,356.42	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	13390	8/23/2023	437.80	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	13391	8/23/2023	37,159.87	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	Check	13392	8/23/2023	2,391.40	Oregon Rifleworks	
Supplier Payment	Check	13393	8/23/2023	1,014.82	Oregon Web Press Inc	
Supplier Payment	Check	13394	8/23/2023	6,205.79	Passport Labs Inc. - Remit-To: Passport Labs Inc	
Supplier Payment	Check	13395	8/23/2023	69,797.83	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	Check	13396	8/23/2023	150.00	Petty Cash Custodian - Remit-To: Brain Ruder	
Supplier Payment	Check	13397	8/23/2023	175.00	Porter W Yett Company	
Supplier Payment	Check	13398	8/23/2023	2,815.00	Portland Adventist Medical Center	
Supplier Payment	Check	13399	8/23/2023	9,250.00	Portland Street Art Alliance	
Supplier Payment	Check	13400	8/23/2023	3,252.96	PPC Solutions Inc	
Supplier Payment	Check	13401	8/23/2023	34,782.16	Public Safety Testing Inc	
Supplier Payment	Check	13402	8/23/2023	105.00	R & W Engineering Inc	
Supplier Payment	Check	13403	8/23/2023	10,005.00	Rapid Response Bio Clean Inc.	
Supplier Payment	Check	13404	8/23/2023	3,806.34	RH2 Engineering, Inc.	
Supplier Payment	Check	13405	8/23/2023	10,319.93	Right Systems Inc	
Supplier Payment	Check	13406	8/23/2023	5,000.00	Right-Way CDL Academy, LLC	
Supplier Payment	Check	13407	8/23/2023	4,774.00	SafeFire LLC	
Supplier Payment	Check	13408	8/23/2023	53,884.76	Selectron Technologies	
Supplier Payment	Check	13409	8/23/2023	170.23	Shrums Pest Control	
Supplier Payment	Check	13410	8/23/2023	26,539.03	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	13411	8/23/2023	57,740.00	Southwest Washington Humane Society	
Supplier Payment	Check	13412	8/23/2023	1,755.51	SSW Consulting, LLC	
Supplier Payment	Check	13413	8/23/2023	177.25	State of Washington Department of Labor & Industries - Remit-To: State of WA LNI - Elevator Section	
Supplier Payment	Check	13414	8/23/2023	300.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Check	13415	8/23/2023	608.62	State of Washington Department of Transportation	
Supplier Payment	Check	13416	8/23/2023	10.36	Stericycle Inc - Remit-To: Stericycle	
Supplier Payment	Check	13417	8/23/2023	375.57	Stewart Title Company	
Supplier Payment	Check	13418	8/23/2023	14,500.00	The CTK Group, LLC	
Supplier Payment	Check	13419	8/23/2023	13,131.00	The Loudenback Corporation	
Supplier Payment	Check	13420	8/23/2023	972.88	Towing & Recovering Services Inc	
Supplier Payment	Check	13421	8/23/2023	410.89	Triple J Enterprises	
Supplier Payment	Check	13422	8/23/2023	194,921.39	TV Etc ESD 112	
Supplier Payment	Check	13423	8/23/2023	571.18	Vancouver Bolt and Supply Inc	
Supplier Payment	Check	13424	8/23/2023	95.00	Vancouver Granite Works Inc	
Supplier Payment	Check	13425	8/23/2023	27,457.62	Veritas Technologies LLC - Remit-To: Veritas Technologies LLC	
Supplier Payment	Check	13426	8/23/2023	1,322.50	Veritext LLC - Remit-To: Veritext LLC	
Supplier Payment	Check	13427	8/23/2023	570.71	W.B. Sprague Co. Inc.	
Supplier Payment	Check	13428	8/23/2023	1,781.90	Walter E Nelson Company	
Supplier Payment	Check	13429	8/23/2023	43,311.16	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	13430	8/23/2023	1,454.41	Wesco Distribution, Inc.	
Supplier Payment	Check	13431	8/23/2023	163,729.61	Western United Civil Group, LLC	
Supplier Payment	Check	13432	8/23/2023	3,112.34	Wolff Specialties LLC	
Supplier Payment	Check	13433	8/23/2023	5,339.61	WSP USA Inc. - Remit-To: WSP USA Inc, Dallas	
Supplier Payment	Check	13434	8/23/2023	125.40	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
Supplier Payment	Check	13435	8/23/2023	14,697.03	YOLO Washington LLC	

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INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
Ad Hoc Payment	Check	13436	8/23/2023	88.34	405 5th Ave LLC	Utility Refunds: 0007029300-04
Ad Hoc Payment	Check	13437	8/23/2023	66.89	405 5th Ave LLC	Utility Refunds: 0007029000-05
Ad Hoc Payment	Check	13438	8/23/2023	278.00	Alwes,James B	Utility Refunds: 0087071495-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	13439	8/23/2023	165.50	Bolton,Tabetha or Jeffrey	Utility Refunds: 0155020500-04
Ad Hoc Payment	Check	13440	8/23/2023	103.92	David Corbin, Personal Rep,for the Estate of Kay L Corbin	Utility Refunds: 0099090026-18
Ad Hoc Payment	Check	13441	8/23/2023	62.35	Ida M or Randall R Geddings	Utility Refunds: 0071080300-07
Ad Hoc Payment	Check	13442	8/23/2023	29.78	Nylund Inc	Utility Refunds: 0108003750-02
Ad Hoc Payment	Check	13443	8/23/2023	170.40	Pere,Ma	Utility Refunds: 0002000111-02
Ad Hoc Payment	Check	13444	8/23/2023	589.55	The Estate of James W Dawson	Utility Refunds: 0129093010-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	13445	8/23/2023	41.36	Weissenbuehler,Brittney	Utility Refunds: 0000002467-04
Supplier Payment	Check	13446	8/25/2023	6,608.26	Aflac	
Supplier Payment	Check	13447	8/25/2023	5,489.61	AFSCME Local #307	
Supplier Payment	Check	13448	8/25/2023	1,056.00	California State Disbursement Unit	
Supplier Payment	Check	13449	8/25/2023	491.00	Hawaii SDU	
Supplier Payment	Check	13450	8/25/2023	687.05	IAM Local #1374	
Supplier Payment	Check	13451	8/25/2023	8,862.08	Life Insurance Company of North America	
Supplier Payment	Check	13452	8/25/2023	875.00	MFS Service Center Inc	
Supplier Payment	Check	13453	8/25/2023	275.00	OPEIU Local #11	
Supplier Payment	Check	13454	8/25/2023	4,464.06	OPEIU Local #11	
Supplier Payment	Check	13455	8/25/2023	608.00	Teamsters Local #58	
Supplier Payment	Check	13456	8/25/2023	245.00	UA Local #290	
Supplier Payment	Check	13457	8/25/2023	2,975.70	Western Conference of Teamsters	
Supplier Payment	Check	13458	8/25/2023	1,092.96	Western Metal Industry Pension Plan	
Ad Hoc Payment	Check	13459	8/30/2023	132.43	Alexander,Jack or Dayle	Utility Refunds: 0107007020-08
Ad Hoc Payment	Check	13460	8/30/2023	72.31	Althen,Mark C or Christine L	Utility Refunds: 0006006400-06
Ad Hoc Payment	Check	13461	8/30/2023	177.00	Ashton,Charles	Utility Refunds: 0063084307-00
Ad Hoc Payment	Check	13462	8/30/2023	58.42	Bixby,Marion	Utility Refunds: 0088010900-21
Ad Hoc Payment	Check	13463	8/30/2023	143.21	Casey F Conte or Laura Morello Conte	Utility Refunds: 0076067400-02
Ad Hoc Payment	Check	13464	8/30/2023	232.95	Clark,Ryan	Utility Refunds: 0069080056-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	13465	8/30/2023	118.38	Daniel Grogan Trustee,Deborah Grogan Family Trust	Utility Refunds: 0109003620-01
Ad Hoc Payment	Check	13466	8/30/2023	62.20	Dobson,Jerry A or Shirley D	Utility Refunds: 0045000510-02
Ad Hoc Payment	Check	13467	8/30/2023	153.00	James,Uldine	Utility Refunds: 0077000488-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	13468	8/30/2023	61.58	Jeffrey or Kerry Wooldridge or Michael Linguist	Utility Refunds: 0017055500-01
Ad Hoc Payment	Check	13469	8/30/2023	90.06	Johnson, Wendy or Matthew	Utility Refunds: 0149001328-07
Ad Hoc Payment	Check	13470	8/30/2023	108.00	Karen Myers Successor Trustee,Laurie Treosti Living Trust	Utility Refunds: 0067028262-01
Ad Hoc Payment	Check	13471	8/30/2023	33.87	Kelley,Hazle	Utility Refunds: 0117050090-09
Ad Hoc Payment	Check	13472	8/30/2023	175.00	Lyon,Christine	Utility Refunds: 0097063300-17
Ad Hoc Payment	Check	13473	8/30/2023	291.00	Maxwell,Jody or Cory	Utility Refunds: 0006028400-20 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	13474	8/30/2023	118.00	Nolin,Jeralyn	Utility Refunds: 0500005115-02 Consolidated refund created from multiple refunds

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Ad Hoc Payment	Check	13475	8/30/2023	201.83	Nylund Homes Inc	Utility Refunds: 0038041200-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	13476	8/30/2023	48.12	Shawn Sadler or Tammy Sadler Saucedo	Utility Refunds: 0061034000-17
Ad Hoc Payment	Check	13477	8/30/2023	85.00	Taylor,Donis	Utility Refunds: 0072026200-00 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	13478	8/30/2023	55.51	Youngblood,Jason	Utility Refunds: 0006074006-05
Miscellaneous Payment	Check	13479	8/30/2023	1,160.91	Clark County Emergency Medical Services District #2	INVOICE 00034696
Miscellaneous Payment	Check	13480	8/30/2023	6,700.00	CLARK COUNTY FIRE DISTRICT 6	INVOICE 7079
Miscellaneous Payment	Check	13481	8/30/2023	500.00	Deisy Gongora	Damage Deposit Refund
Miscellaneous Payment	Check	13482	8/30/2023	25.00	Donald Ralstin	Refund duplicate payment to citation 7204900658
Miscellaneous Payment	Check	13483	8/30/2023	25.00	Jared Rebman	Refund of duplicate payment to citation 7205000190
Miscellaneous Payment	Check	13484	8/30/2023	84.00	LINDSEY KOSTRBA	Voucher #2010882.030
Miscellaneous Payment	Check	13485	8/30/2023	240.00	Marlene D. Laurie	Airport Billing cust #1234 Hanger #A-4 cust vacated
Miscellaneous Payment	Check	13486	8/30/2023	524.18	Pye-Barker Fire and Safety LLC	FRI-337756 (jobsite: 6110 NE 127th Ave.)
Miscellaneous Payment	Check	13487	8/30/2023	35.48	Richard Armstrong	Customer exchanged P1/P2 parking permit for a P3 permit
Miscellaneous Payment	Check	13488	8/30/2023	64.52	Schwabe Williamson & Wyatt	Permit Refund LOT 18 P3 COV07296 and LOT 18 P3 COV08217
Miscellaneous Payment	Check	13489	8/30/2023	91.00	Ten Talents Investments 20 LLC	Refund of payment to INV#77053714 - Credited due to incorrect billing info.
Miscellaneous Payment	Check	13490	8/30/2023	4,213.77	Total Mechanical Inc	CMI-342370 (jobsite: 515 Washington Street)
Miscellaneous Payment	Check	13491	8/30/2023	76.84	Total System Services Inc	MPE-320036 - Permit Withdrawn
Miscellaneous Payment	Check	13492	8/30/2023	20.00	Vancouver False Alarm Reduction Program	Customer: SUNSHINE LAUNDRY Customer: #22662 Amount: \$20.00
Miscellaneous Payment	Check	13493	8/30/2023	40.00	Vancouver False Alarm Reduction Program	Customer: DEPARTMENT OF LICENSING Customer: #5775 Amount: \$40.00
Miscellaneous Payment	Check	13494	8/30/2023	20.00	Vancouver False Alarm Reduction Program	Customer:ANDREW & DOUG PALIN Customer: #18837 Amount: \$20.00
Miscellaneous Payment	Check	13495	8/30/2023	91.00	Western States Fire Protection	Refund of duplicate payment to Inv#77053933
Supplier Payment	Check	13496	8/30/2023	1,507.98	Action Technology Systems	
Supplier Payment	Check	13497	8/30/2023	130,844.36	American Pipeline Solutions, Inc.	
Supplier Payment	Check	13498	8/30/2023	3,532.75	Anderson Glass Co	
Supplier Payment	Check	13499	8/30/2023	146.42	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	13500	8/30/2023	3,097.95	Arborscape Ltd Inc	
Supplier Payment	Check	13501	8/30/2023	9,300.00	Barran Liebman LLP	
Supplier Payment	Check	13502	8/30/2023	136.53	Bound Tree Medical LLC	
Supplier Payment	Check	13503	8/30/2023	10,464.13	Brown & Wilson Partnership LLC	
Supplier Payment	Check	13504	8/30/2023	19,546.50	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	Check	13505	8/30/2023	140.00	Canine Development Group, Inc.	
Supplier Payment	Check	13506	8/30/2023	19,050.00	Cascade Inn	
Supplier Payment	Check	13507	8/30/2023	42.08	Celco Partnership - Remit-To: Celco - Dallas	
Supplier Payment	Check	13508	8/30/2023	9,257.30	Century West Engineering Corp	
Supplier Payment	Check	13509	8/30/2023	4,159.67	Chicago Title Company of WA	
Supplier Payment	Check	13510	8/30/2023	57.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	13511	8/30/2023	975.00	Clark County Fire District 5	
Supplier Payment	Check	13512	8/30/2023	570.45	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	13513	8/30/2023	117.45	Clark Regional Wastewater District	
Supplier Payment	Check	13514	8/30/2023	1,487.82	Code Publishing Co	

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Supplier Payment	Check	13515	8/30/2023	128.59	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	13516	8/30/2023	215.28	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	13517	8/30/2023	119.77	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	13518	8/30/2023	64.95	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	13519	8/30/2023	247.60	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	13520	8/30/2023	151.15	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	13521	8/30/2023	104.96	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	13522	8/30/2023	118.59	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	13523	8/30/2023	188.33	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	13524	8/30/2023	15,288.25	Consof North America Inc	
Supplier Payment	Check	13525	8/30/2023	1,646.13	CUES Inc - Remit-To: CUES Inc - Cincinnati	
Supplier Payment	Check	13526	8/30/2023	3,434.92	Datex Inc	
Supplier Payment	Check	13527	8/30/2023	9,181.00	Esther Short Commons LLP	
Supplier Payment	Check	13528	8/30/2023	6,999.84	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	13529	8/30/2023	517.81	First-Citizens Bank & Trust Company	
Supplier Payment	Check	13530	8/30/2023	9,600.00	Genuine Senior Living	
Supplier Payment	Check	13531	8/30/2023	8,057.43	Gray & Osborne Inc	
Supplier Payment	Check	13532	8/30/2023	4,655.00	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	13533	8/30/2023	836.90	Herren Printing Co	
Supplier Payment	Check	13534	8/30/2023	2,500.00	Hispanic Metropolitan Chamber	
Supplier Payment	Check	13535	8/30/2023	1,133.48	Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh	
Supplier Payment	Check	13536	8/30/2023	201.10	J-2 Blueprint Supply Co.	
Supplier Payment	Check	13537	8/30/2023	8,274.62	L.N. Curtis & Sons - Remit-To: Supplier L.N. Curtis & Sons	
Supplier Payment	Check	13538	8/30/2023	8,735.00	Lafayette Instrument Acquisition LLC	
Supplier Payment	Check	13539	8/30/2023	3,680.06	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	13540	8/30/2023	9,837.35	Mather and Sons Pump Service Inc	
Supplier Payment	Check	13541	8/30/2023	771.00	Murray Smith Inc	
Supplier Payment	Check	13542	8/30/2023	600.00	Nagra & Atwal Corporation	
Supplier Payment	Check	13543	8/30/2023	4,997.80	National Park Service - Remit-To: National Park Service - Pearson Lease	
Supplier Payment	Check	13544	8/30/2023	22.00	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	13545	8/30/2023	10,218.83	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	Check	13546	8/30/2023	5,502.81	PPC Solutions Inc	
Supplier Payment	Check	13547	8/30/2023	761.34	Qwest Corporation	
Supplier Payment	Check	13548	8/30/2023	12.90	Qwest Corporation - Remit-To: CenturyLink - Phoenix	
Supplier Payment	Check	13549	8/30/2023	6,543.75	Qwest Corporation - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	13550	8/30/2023	5,046.00	Rapid Response Bio Clean Inc.	
Supplier Payment	Check	13551	8/30/2023	5,163.25	Rodda Paint Co.	

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Supplier Payment	Check	13552	8/30/2023	43,803.70	San Diego Police Equipment Co Inc	
Supplier Payment	Check	13553	8/30/2023	604.16	Southwest Washington Humane Society	
Supplier Payment	Check	13554	8/30/2023	12.94	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	13555	8/30/2023	52.67	Stericycle Inc - Remit-To: Stericycle	
Supplier Payment	Check	13556	8/30/2023	236.10	Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena	
Supplier Payment	Check	13557	8/30/2023	7,500.00	The Amy VanCamp Experience LLC	
Supplier Payment	Check	13558	8/30/2023	1,548.00	The Loudenback Corporation	
Supplier Payment	Check	13559	8/30/2023	13.54	United Parcel Service	
Supplier Payment	Check	13560	8/30/2023	300.00	United States Postal Service - Remit-To: United States Postal Service Caples	
Supplier Payment	Check	13561	8/30/2023	84.00	Vancouver Aire LLC	
Supplier Payment	Check	13562	8/30/2023	164.17	Walter E Nelson Company	
Supplier Payment	Check	13563	8/30/2023	530.17	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	13564	8/30/2023	156.74	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
			Check	1,522,080.76		
Cash Advance Payment	Direct Deposit	EFT-00208606	8/24/2023	310.50	Ryan Starbuck	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00208607	8/24/2023	55.50	Tyson Taylor	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00208608	8/24/2023	310.50	Matt Hoover	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00208609	8/24/2023	310.50	Jeffrey Anaya	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00208610	8/24/2023	310.50	Robert Block	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00208611	8/24/2023	434.50	Tanya Wollstein	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00208612	8/24/2023	227.00	Kimberly Kapp	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00208613	8/24/2023	393.00	Eric Hahn	Travel Advance
Expense Payment	Direct Deposit	EFT-00208614	8/24/2023	104.00	Jess Jackovich	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00208615	8/24/2023	37.25	Sutton Moon	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00208616	8/24/2023	49.25	Jeremiah Frenz	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00208617	8/24/2023	1,518.38	Lori Watson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00208618	8/24/2023	132.50	Shannon Olsen	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00208619	8/24/2023	460.00	Nathan Prigmore	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00208620	8/24/2023	10.82	Tyler Brawand	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00208621	8/24/2023	434.50	Franklin Gomez	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00208622	8/24/2023	434.50	Drew Klaetsch	Travel Advance
Expense Payment	Direct Deposit	EFT-00210686	8/31/2023	109.75	Udobong Obotette	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00210687	8/31/2023	20.00	Ryan Junker	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00210688	8/31/2023	1,555.56	Pamela Chinn	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00210689	8/31/2023	195.61	Tony Davidson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00210690	8/31/2023	366.80	Ryan Pitts	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00210691	8/31/2023	15.00	Brian Viles	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00210692	8/31/2023	70.00	Chad Eiken	Travel Advance
Expense Payment	Direct Deposit	EFT-00210693	8/31/2023	325.00	Jackie Caldwell	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00210694	8/31/2023	196.50	Jessica Townsell	Travel Advance
Expense Payment	Direct Deposit	EFT-00210695	8/31/2023	28.77	Eric Holmes	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00210696	8/31/2023	1,372.27	Joshua Miller	Employee Reimbursement
			Direct Deposit	9,788.46		
Supplier Payment	EFT	EFT-00208623	8/24/2023	3,359.83	HDR Engineering Inc - Remit-To: HDR Engineering - Chicago	
Supplier Payment	EFT	EFT-00208624	8/24/2023	1,140.55	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00208625	8/24/2023	792.99	State of Washington Department of Enterprise Services	
Supplier Payment	EFT	EFT-00208626	8/24/2023	11,755.88	Columbia West Engineering	
Supplier Payment	EFT	EFT-00208627	8/24/2023	980.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00208628	8/24/2023	2,861.82	North Fork Landscape	
Supplier Payment	EFT	EFT-00208629	8/24/2023	20,724.12	Cat Works LLC	
Supplier Payment	EFT	EFT-00208630	8/24/2023	13,014.88	Waxie's Enterprises Inc	
Supplier Payment	EFT	EFT-00208631	8/24/2023	415.00	NCC Group Software Resilience (NA) LLC	
Supplier Payment	EFT	EFT-00208632	8/24/2023	7,208.67	Vancouvercenter Condominium Association	

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
Supplier Payment	EFT	EFT-00208633	8/24/2023	33,262.20	Wager Audio Inc	
Supplier Payment	EFT	EFT-00208634	8/24/2023	83,462.37	Halme Excavating Inc	
Supplier Payment	EFT	EFT-00208635	8/24/2023	558.09	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00208636	8/24/2023	29,700.00	Workday Inc	
Supplier Payment	EFT	EFT-00208637	8/24/2023	3,000.67	Sonic Boom Wellness LLC	
Supplier Payment	EFT	EFT-00208638	8/24/2023	39,584.00	Tierra Right of Way Services LTD	
Supplier Payment	EFT	EFT-00208639	8/24/2023	22,030.28	Live Love Outreach	
Supplier Payment	EFT	EFT-00208640	8/24/2023	10,384.52	ConvergeOne Inc	
Supplier Payment	EFT	EFT-00208641	8/24/2023	7,500.00	Arbutus Consulting LLC	
Supplier Payment	EFT	EFT-00208642	8/24/2023	116,393.62	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00208643	8/24/2023	32,989.87	Halbert Construction Services LLC	
Supplier Payment	EFT	EFT-00208644	8/24/2023	7,187.29	Picard Corp	
Supplier Payment	EFT	EFT-00208645	8/24/2023	16,211.06	State of Washington Auditor's Office	
Supplier Payment	EFT	EFT-00208646	8/24/2023	633.76	Fehr & Peers	
Supplier Payment	EFT	EFT-00208647	8/24/2023	575,691.29	Advanced Excavating Specialists LLC	
Supplier Payment	EFT	EFT-00208648	8/24/2023	79,321.65	SDB Inc	
Supplier Payment	EFT	EFT-00208649	8/24/2023	2,092.50	T2 Systems Inc - Remit-To: T2- Atlanta	
Supplier Payment	EFT	EFT-00208650	8/24/2023	362.45	Power Systems West	
Supplier Payment	EFT	EFT-00208651	8/24/2023	6,513.11	Salazar Architect Inc	
Supplier Payment	EFT	EFT-00208652	8/24/2023	4,185.50	Western States Soil Conservation Inc	
Supplier Payment	EFT	EFT-00210558	8/25/2023	950.40	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00210559	8/25/2023	12,357.57	Vancouver Police Officer Guild	
Supplier Payment	EFT	EFT-00210560	8/25/2023	153.91	Legal Shield	
Supplier Payment	EFT	EFT-00210561	8/25/2023	16,277.18	Allegiance Benefit Plan Management Inc	
Supplier Payment	EFT	EFT-00210562	8/25/2023	42,244.72	IAFF Local #452	
Supplier Payment	EFT	EFT-00210697	8/31/2023	1,297.50	ERP Analysts, Inc.	
Supplier Payment	EFT	EFT-00210698	8/31/2023	3,400.00	JCI Jones Chemicals, Inc.	
Supplier Payment	EFT	EFT-00210699	8/31/2023	381.00	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00210700	8/31/2023	12,397.33	Wager Audio Inc	
Supplier Payment	EFT	EFT-00210701	8/31/2023	720.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00210702	8/31/2023	10,601.35	HDR Engineering Inc - Remit-To: HDR Engineering - Chicago	
Supplier Payment	EFT	EFT-00210703	8/31/2023	171,301.17	First Forty Feet LLC	
Supplier Payment	EFT	EFT-00210704	8/31/2023	49,776.00	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00210705	8/31/2023	5,496.20	Sharon Rice	
Supplier Payment	EFT	EFT-00210706	8/31/2023	505.73	Western Water Works Supply Co Inc	
Supplier Payment	EFT	EFT-00210707	8/31/2023	4,590.26	Outsiderinn.org	
Supplier Payment	EFT	EFT-00210708	8/31/2023	40.81	Ziply Fiber	
Supplier Payment	EFT	EFT-00210709	8/31/2023	1,369.63	Fire Systems West	
Supplier Payment	EFT	EFT-00210710	8/31/2023	22,785.02	Share Inc	
Supplier Payment	EFT	EFT-00210711	8/31/2023	764,463.11	Workday Inc	
			EFT	2,254,426.86		
Supplier Payment	Manual Wire		8/21/2023	210,861.95	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		8/21/2023	18,905.70	Washington Dental Service	
Supplier Payment	Manual Wire		8/23/2023	67,114.96	Paymentus Corporation	
Supplier Payment	Manual Wire		8/24/2023	76,387.39	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		8/25/2023	23,093.19	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		8/25/2023	24,458.22	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		8/25/2023	55,082.07	Washington State Firefighters	
Supplier Payment	Manual Wire		8/25/2023	743.50	Oregon SDU	
Supplier Payment	Manual Wire		8/25/2023	1,580.94	Vancouver Fire Command Officers	
Supplier Payment	Manual Wire		8/25/2023	279,008.05	International City Management Association Retirement Corporation	
Supplier Payment	Manual Wire		8/25/2023	5,407.95	Washington SDU	
Supplier Payment	Manual Wire		8/25/2023	386,173.59	Kaiser Permanente - Remit To: Kaiser Permanente	
Supplier Payment	Manual Wire		8/25/2023	61,876.16	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		8/25/2023	6,531.18	Superior, LLC	
Supplier Payment	Manual Wire		8/28/2023	17,136.57	Washington Dental Service	
Supplier Payment	Manual Wire		8/28/2023	159,906.24	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		8/28/2023	1,474,142.72	Internal Revenue Service	
Supplier Payment	Manual Wire		8/28/2023	484,788.10	State of Washington Department of Revenue	
Supplier Payment	Manual Wire		8/29/2023	55,478.43	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire		8/29/2023	3.00	City of Portland Revenue Division	

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
Supplier Payment	Manual Wire		8/29/2023	11,036.06	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire		8/30/2023	121,349.18	Chicago Title Company of WA	
Supplier Payment	Manual Wire		9/1/2023	211.63	Internal Revenue Service	
Supplier Payment	Manual Wire		9/1/2023	3,163.66	Internal Revenue Service	
Supplier Payment	Manual Wire		9/1/2023	1,023,971.44	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		9/1/2023	14,055.24	Athlactron Holding	
Supplier Payment	Manual Wire		9/1/2023	44,299.70	Liberty Mutual Group Inc.	
			Manual Wire	4,626,766.82		
			Checks	1,522,080.76		
			Direct Deposit	9,788.46		
			EFT	2,254,426.86		
			9/5/2023	538,219.60	City Payments	Posted 08-21-23 to 09-03-23
			Hansen Total	538,219.60		
			8/27/2023	684.00	Miscellaneous	Parks Class Refunds FCC 08-21-23 to 08-27-23
			8/27/2023	806.04	Miscellaneous	Parks Class Refunds MCC 08-14-23 to 08-20-23
			9/5/2023	1,184.25	Miscellaneous	Parks Class Refunds FCC 08-28-23 to 09-03-23
			9/5/2023	1,824.02	Miscellaneous	Parks Class Refunds MCC 08-28-23 to 09-03-23
			VISA Total	4,498.31		
			Payroll Total	4,839,577.29		
			GRAND TOTAL	13,795,358.10		

City of Vancouver
Payroll Council Report
August 21, 2023 - September 03, 2023

Check No.	Date	Explanation	Amount
1540 - 1583	08/25/23	August 25th Payroll	\$ 24,302.64
208653 - 210557	08/25/23	August 25th Direct Deposits	\$ 4,746,509.59
1584 - 1594	08/31/23	8 2023 Pension Payroll	\$ 15,642.76
210563 - 210606	08/31/23	8 2023 Pension Direct Deposits	\$ 48,693.56
N/A	08/25/23	08/25/23 NACHA Return	\$ (504.07)
210607	08/28/23	Replacement for 08/25/23 NACHA Return	\$ 504.07
210681 - 210685	08/28/23	DWD to OT Conversion	\$ 4,428.74

\$ 4,839,577.29



Staff Report: 173-23

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 9/11/2023

SUBJECT 2022 Consolidated Annual Performance Evaluation Report

Key Points

- This annual report to HUD outlines resources, expenditures, and accomplishments through the City's 2022 CDBG, CARES Act funding, and HOME programs.
- The Consolidated Annual Performance Evaluation Report (CAPER) provides an opportunity for public review and comment regarding the use of US Department of Housing and Urban Development funds.

Strategic Plan Alignment

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

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

Present Situation

The City of Vancouver receives federal Community Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funding as an annual entitlement through the U.S Department of Housing and Urban Development (HUD). It is a funding requirement to submit an annual performance report following each program year (July 1 through June 30).

The CAPER provides an overview of expenditures and accomplishments for CDBG and HOME programs. Each CAPER is a one-year snapshot that measures the City's progress towards meeting goals, objectives, and areas of priority identified in the 5-Year Consolidated Plan.

The 2022 CAPER marks the 20th year for Vancouver as a CDBG entitlement city and the 14th year as a HOME Investment Partnerships Program participating jurisdiction. It is also the fourth year of reporting under the 2019-2023 Consolidated Plan. Vancouver's CDBG and HOME programs strive to provide a coordinated approach to addressing community needs. The Economic Prosperity and Housing Department collaborates with other City departments including

Planning, Neighborhoods, Police, and Parks programs, as well as many nonprofit service providers.

During the 2022 program year, Vancouver expended \$2,277,266 in CDBG funds, \$698,205 in CDBG-CV CARES Act funding, and \$567,231 in HOME funds. These funds were spent on programs focused on local needs that follow the national objectives, goals, and outcomes for the CDBG and HOME programs administered by HUD. Recipients of program funding are people and families with low to moderate income. A family of four with moderate income earns \$85,200 or less annually (80% of the area median income). A family of four with low income earns \$53,250 or less annually (50% of area median income).

The following table is a summary of outcomes achieved with CDBG and HOME funding during the 2022 program year:

Increase and Preserve Affordable Housing	72 households assisted
Increase Economic Opportunity	244 businesses assisted
Public Services	1,767 persons assisted
Public Facilities	1 project completed

Advantage(s)

1. CAPER submission ensures programs remain in compliance with the federal regulations so the City's CDBG and HOME programs can continue to receive and allocate federal entitlement funds.
2. Publication of the CAPER provides an opportunity for public review and comment.

Disadvantage(s)

None

Budget Impact

None

Prior Council Review

May 2, 2022 - 2022 Action Plan and 2019 Action Plan amendment approval

Action Requested

Following a public hearing, approve the 2022 CAPER report for submission to HUD for approval.

Samantha Whitley, Housing Programs Manager, 360-487-7952

ATTACHMENTS:

- ▢ 2022 CAPER Presentation
- ▢ 2022 CAPER Draft Report for Public Comment



2022 Consolidated Annual Performance Evaluation Report (CAPER)



Samantha Whitley, Housing Programs Manager
Tasha Slater, Associate Housing Project Coordinator
Economic Prosperity & Housing

CAPER Overview



Report Purpose

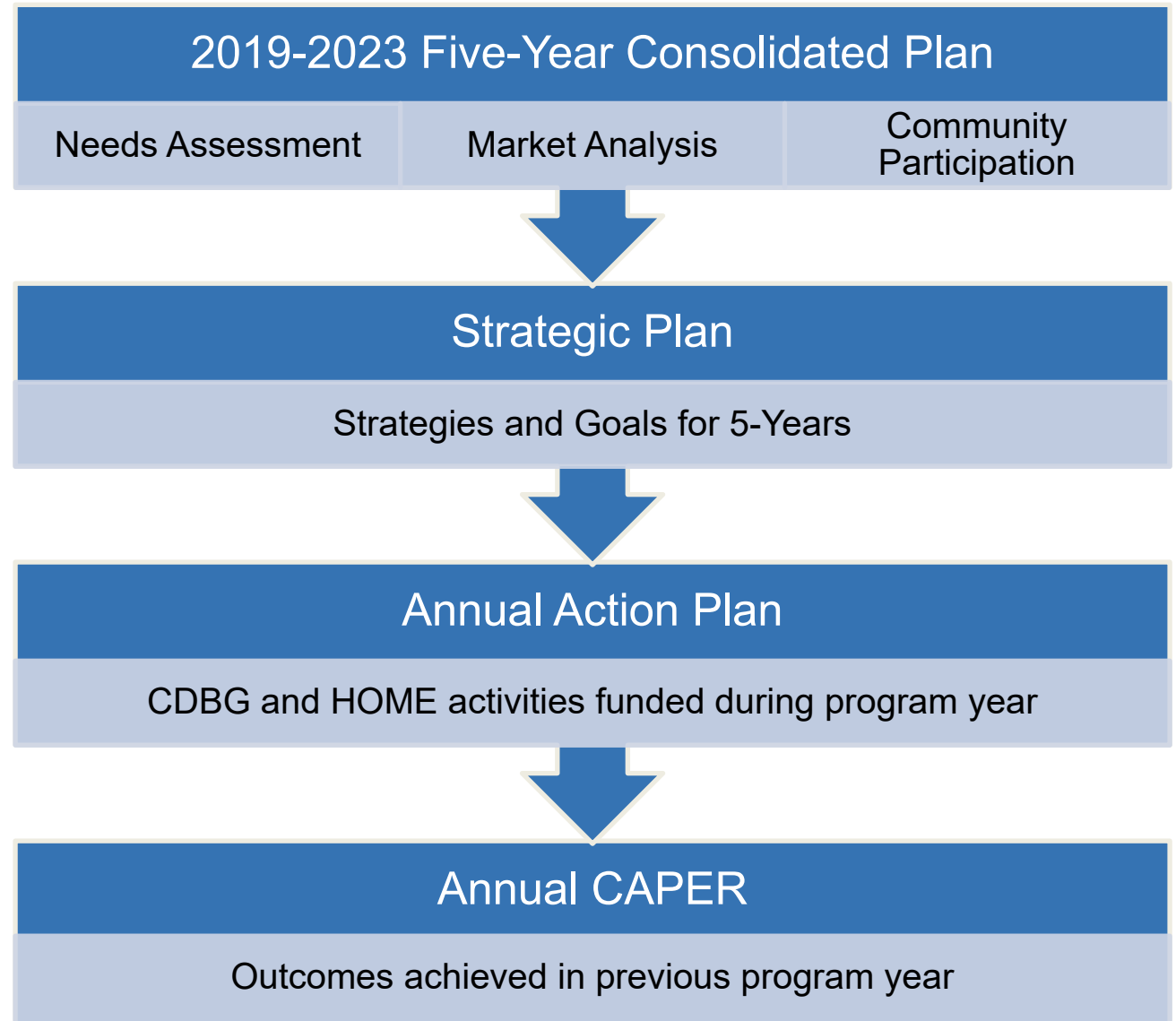


**Funding
Expenditures**



**Outcomes
Achieved**

Consolidated Annual Performance Evaluation Report (CAPER)



Consolidated Annual Performance Evaluation Report (CAPER)



5-Year Plan Goals



**Increase & Preserve
Affordable Housing**



Public Service



**Increase Economic
Opportunity**



Public Facilities

CDBG & CDBG CV Expenditures



• Public Facilities	\$1,228,857
• Public Services	\$505,983
• Administration	\$488,042
• Affordable Housing	\$441,198
• Economic Development	\$325,553
• Total Spent	\$2,989,633

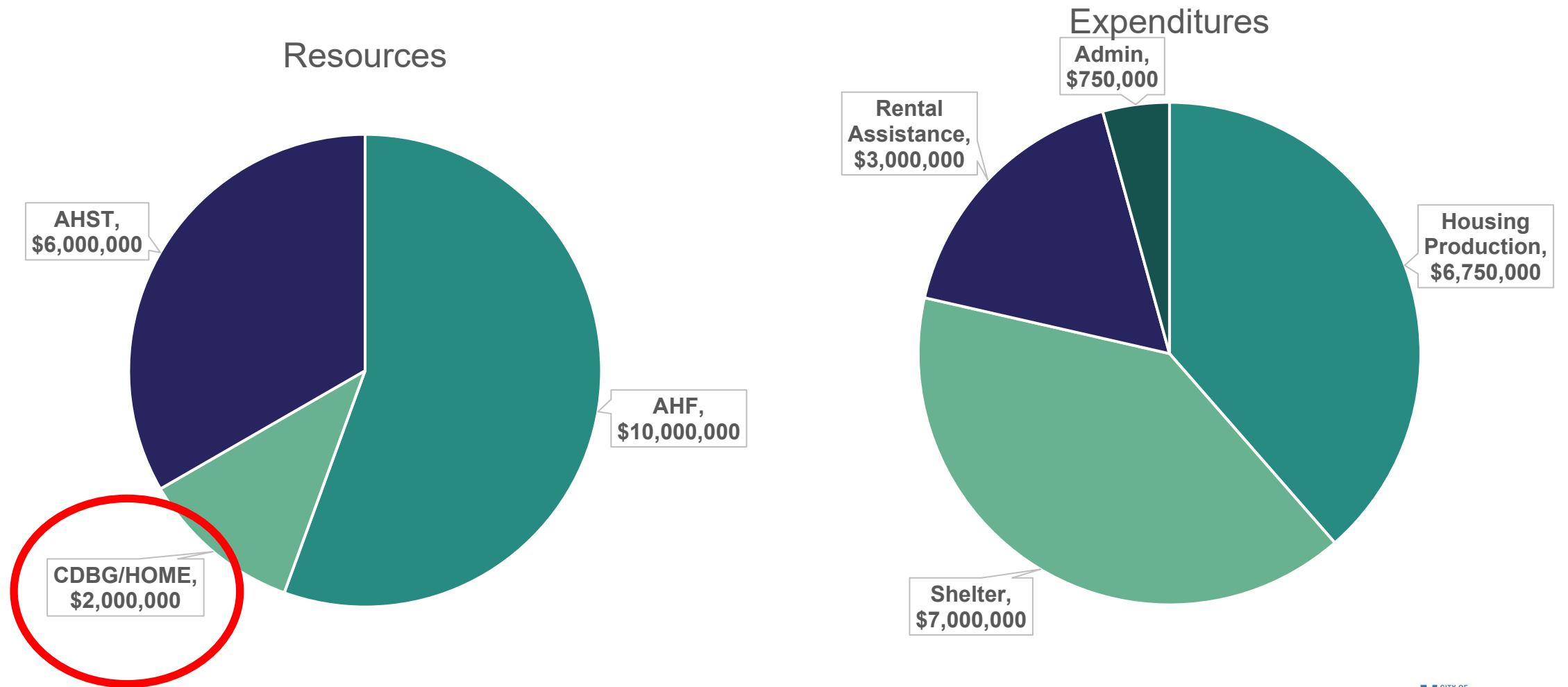
HOME Expenditures



• Rental Assistance	\$441,350
• Administration	\$69,719
• 2021 Retainage	\$42,000
• Total Spent	\$553,069

2022 CAPER — 7

CDBG/HOME Primarily Used for Housing and Homelessness



Affordable Housing Outcomes

- 5 homes rehabilitated
- 2 homebuyers assisted
- 65 households received rental assistance
- **72 total households assisted**

Public Service Outcomes

- 134 shelter services
- 650 homeless outreach
- 984 other public services
- **1,767 total assisted**





Public Facilities and Infrastructure

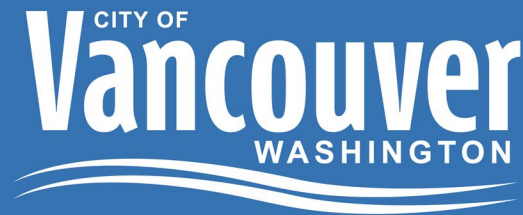
- 1 project completed
 - 5,000 people benefit

Economic Development

- 244 businesses assisted

Thank You

To learn more, visit cityofvancouver.us/cdbg





DRAFT for PUBLIC REVIEW

**Consolidated Annual
Performance Evaluation Report**

**Program Year 2022
July 1, 2022 – June 30, 2023**

Department of Economic Prosperity & Housing

Executive Summary

The City of Vancouver's Consolidated Annual Performance and Evaluation Report (CAPER) is a comprehensive overview of expenditures, accomplishments, challenges, and strategies using Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds provided by the U.S. Department of Housing and Urban Development (HUD). The CAPER also provides a measuring tool to track the City's progress in meeting the goals, objectives, and priorities identified in the 2019-2023 Five-Year Consolidated Plan.

The City reports to the community and to HUD within 90 days of the end of the program years and objectives established in the Consolidated Plan and specific accomplishments and expenditures during the program year. The City of Vancouver program year runs from July 1 to June 30.

The CAPER is submitted to HUD electronically through an online "eCon Planning Suite" using the federal Integrated Disbursement and Information System (IDIS). This document contains all of the same information that will be submitted online to HUD. This report is not the official submission, but rather a downloaded version from the IDIS system that has been modified and formatted for readability.

The 2022 CAPER marks the twentieth year for Vancouver as a CDBG entitlement city and the fourteenth year as a HOME Investment Partnerships Program participating jurisdiction. The 2022 CAPER is the fourth year of reporting under the 2019-2023 Five-Year Consolidated Plan.

During 2022, Vancouver expended **\$2,291,428** in CDBG funds, **\$698,205** in CDBG-CV funding for Coronavirus response, **\$553,069** in HOME funds, and **\$10,504** in HOME-ARP funds. These funds were expended for activities that align with the objectives and goals of the CDBG and HOME programs and Vancouver's Consolidated Plan. Funding expended during the 2022 program year includes projects awarded funding in multiple program years.

Goal	Outcomes
Affordable Housing	72 households assisted
Economic Opportunity	244 businesses assisted
Public Services	1,767 people served
Public Facilities	5,000 people with increased access

Detailed information about individual projects is available upon request.

Please contact the City of Vancouver, P.O. Box 1995, Vancouver WA 98668. Comments on this report should be directed to Samantha Whitley, Housing Programs Manager at (360) 487-7952 or by email at Samantha.whitley@cityofvancouver.us.

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan.

91.520(a)

The City of Vancouver Community Development Block Grant (CDBG) and the HOME Investment Partnerships programs strive to provide a coordinated approach to addressing community needs. The programs are administered by the Economic Prosperity & Housing Department, which partners with internal city departments, Clark County, Vancouver Housing Authority, and many local nonprofit agencies to carry out activities. In program year (PY) 2022 (July 1, 2022 - June 30, 2023), City of Vancouver expended \$2,291,428 in CDBG funds, \$698,205 in CDBG-CV funding for Coronavirus response, \$553,069 in HOME funds, and \$10,504 in HOME-ARP funds.

In addition to HOME and CDBG funding, the City of Vancouver uses local funding created through a voter-approved levy to construct and preserve affordable housing and provide rental assistance for households with very low income. This Affordable Housing Fund (AHF) levy provides six million dollars per year for seven years from 2017 – 2023, to benefit households earning 50% or less of area median income. In early 2023, a renewal and levy increase was approved by Vancouver voters in a special election. The AHF levy will collect \$10 million per year, starting in 2024 over a ten-year term.

In PY 2022, the City of Vancouver paid \$268,208.75 toward its Section 108 loan for the waterfront access project, which now has a principal balance of \$1,595,000. The City applied for and received a second Section 108 loan for the Fourth Plain Commons Community Center project. No draws or payments have been made on the Fourth Plain Commons Section 108 loan.

In 2022, the goals and outcomes of the City of Vancouver's programs continued to be impacted due to the global effects of COVID-19. Many of the City's CDBG and HOME-supported projects continued to see lower outcomes compared to prepandemic outcomes as organizations adjust to pandemic-related complications such as higher cost of living. The City continued to support the most vulnerable residents during this time.

The following provides a summary of the accomplishments and people assisted with CDBG and HOME funds during the 2022 program year including activities with funding from prior years. A narrative for each of the accomplishment areas below is provided in the report appendix.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Goal	Indicator	Unit of Measure	Expected 5-Year Plan	Actual 5-Year Plan	Percent Complete	Expected 2022 Program Year	Actual 2022 Program Year	Percent Complete
Affordable Housing	Rental units constructed	Housing Unit	165	107	64.8%	0	0	0%
	Rental units rehabilitated	Housing Unit	100	25	25%	0	0	0%
	Homeowner Housing Added	Housing Unit	10	2	20%	0	0	0%
	Homeowner Housing Rehabilitated	Housing Unit	35	32	91.4%	10	5	50%
	Direct Financial Assistance to Homebuyers	Households	8	3	37.5%	4	2	50%
	Tenant-based rental assistance	Households	250	207	82.8%	95	65	68.4%
Economic Development	Business assistance	Businesses	150	724	482.7%	255	244	95.7
Public Facilities and Infrastructure	Public Facility/ Infrastructure	Persons	21,375	5,144	24.1%	2,158	5,000	213.7%
Public Services	Public service activities	Persons Assisted	29,715	10,029	33.8%	1,219	1,767	144.9%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The highest priority for Vancouver is supporting activities that help people with low-income and those experiencing homelessness by using CDBG and HOME funding to assist in obtaining stable, affordable housing. The City of Vancouver will continue to focus on activities that serve people with low-income including affordable housing, homelessness prevention, and economic empowerment activities for small businesses.

DRAFT

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG	HOME
White	3,093	40
Black or African American	289	10
Asian	174	1
American Indian or American Native	48	4
Native Hawaiian or Other Pacific Islander	132	4
Total	3,736	59
Hispanic	531	8
Not Hispanic	3,458	57

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

City staff update beneficiary data in IDIS as it is provided quarterly from partner agencies operating CDBG and HOME activities. The numbers in the table above, generated by HUD's IDIS system, do not appear to reflect the numbers reported throughout the program year. One discrepancy to note is that the race categories listed in HUD's reporting template do not include "Multi-racial" or "Other" races.

The Timbers Harmony Sports Field Restroom was a small CDBG construction project that added ADA accessibility to an existing bathroom. While demographic information is not collected for restroom users, staff used ACS census data to estimate the demographics of people with a disability living within the five census tracts nearest the park.

CR-15 - Resources and Investments 91.520(a)

Source of Funds	Source	2022 Resources Made Available	Amount Expended During 2022 Program Year
CDBG	public - federal	\$2,808,808	\$2,291,428
HOME	public - federal	\$787,587	\$553,069
CDBG-CV (Cares Act)	public - federal	Previous Year Resources	\$698,204
HOME-ARP	public - federal	Previous Year Resources	\$10,405

Table 3 - Resources Made Available

Narrative

The amounts shown for 2022 CDBG and HOME resources made available come from the planned awards in the 2022 Action Plan, which include entitlement funding as well as program income and recaptured funds. Funding expended in 2022 came from multiple program years and included program income that was received and reallocated.

In addition to annual entitlements, in 2020 the City received \$1,896,530 in CARES Act (CDBG-CV) that can be used for service and economic development activities related to COVID-19 response and recovery. The total CV funding expended to date is \$1,848,752, leaving a balance of \$47,784. This funding has been awarded over the past four years, with all projects tied to the original 2019 Action Plan amendment. With PY 2023 awards, Vancouver was able to allocate the last of the CDBG-CV program funding that was provided in PY 2019 to respond to COVID.

In late 2021, Vancouver also received \$2,496,110 in HOME-ARP funds through the American Rescue Plan. The City conducted extensive community outreach and data analysis to complete and submit a HOME-ARP Plan to HUD. The HOME-ARP funds expended in 2022 were only administrative costs for staff time to complete this plan. HOME-ARP awards for supportive services were awarded with the 2023 entitlement funds and outcomes and expenditures will be reported next fall in the 2023 CAPER.

In PY 2022, the City of Vancouver paid \$268,208.75 toward its Section 108 loan for the waterfront access project, which now has a principal balance of \$1,595,000. The City applied for and received a second Section 108 loan for the Fourth Plain Commons Community Center project. No draws or payments have been made on the Fourth Plain Commons Section 108 loan.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
N/A			

Table 4 – Identify the geographic distribution and location of investments

Narrative

The City of Vancouver does not allocate funding on a geographic basis.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Vancouver assists partner agencies in applying for available funding to leverage other resources to implement housing strategies and programs. The City has established a network of representatives from the private lending community, financial experts, and private and nonprofit housing developers and consultants who can provide technical expertise in packaging development proposals. The City of Vancouver has submitted letters of support and verification of consistency for partner agency project applications, which support the goals and objectives found in the City's Consolidated Plan.

The City's CDBG and HOME funding application process strongly encourages the leveraging of other funds by awarding points based on the percentage of committed matching funds.

The City of Vancouver's HOME program follows the requirements set forward in 24 CFR 92.218. The City's requested a match reduction under the COVID-19 waiver received a 100 percent reduction of match liabilities for fiscal years 2020, 2021, and 2022. However, the City continued to track matching fund contributions. In 2022, IDIS report PR33 showed a match liability of \$209,200 to meet the 25% matching requirement. Unfortunately, Vancouver did not see any construction projects apply for HOME funding in the 2022 program cycle. All of the HOME funding was awarded to tenant-based rental assistance (TBRA) programs, which include only moderate amounts of matching funds. Because of the waiver, and because of the City's ample excess match available, no HOME match will be documented this year, though it's noted that most TBRA programs do leverage other state and private funding in support of tenant needs and program operations.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	2,660,644
2. Match contributed during current Federal fiscal year	0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	2,660,644
4. Match liability for current Federal fiscal year	209,200
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	2,451,444

Table 5 – Fiscal Year Summary - HOME Match Report

HOME PROGRAM INCOME

Balance on hand at beginning of reporting period	Amount received during reporting period	Total amount expended during reporting period	Amount expended for TBRA	Balance on hand at end of reporting period
\$3,034	\$52,258	\$55,292	\$55,292	\$0

Table 6 – Program Income

HOME MBE/WBE REPORT

Minority Business Enterprises and Women Business Enterprises – No HOME construction projects were started or completed during the 2022 program year.

Minority Owners of Rental Property – No HOME assisted rental property owners to report.

Relocation and Real Property Acquisition – No persons were displaced and no property acquired.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	95	65
Number of Non-Homeless households to be provided affordable housing units	4	2
Number of Special-Needs households to be provided affordable housing units	46 (these are a subset of homeless households counted above)	29 (these are a subset of homeless households counted above)
Total	99	67

Table 7 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	95	65
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	10	5
Number of households supported through Acquisition of Existing Units	4	2
Total	109	72

Table 8 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Vancouver and its program providers were unable to complete all projected housing goals for the 2022 program year. Inflation, labor and material shortages and lack of affordable housing continued to provide a huge challenge to households with lower income and the agencies serving them.

Homeless households to be provided affordable housing units: The City of Vancouver operates its tenant-based rental assistance as rapid rehousing for households exiting homelessness. The 2022 Action Plan anticipated 95 TBRA beneficiaries. At the end of the 2022 program year, 65 tenants were assisted. Now that TBRA providers have adjusted to pandemic related complications, outcomes for 2022 were forecasted to be considerably higher than previous years. Since 2019, the goals and outcomes of the TBRA program averaged 47 households per year. Though the outcomes were not met, 65 households served is significantly higher than the average households that were previously served within the current 5-year Consolidated Plan.

Non-homeless households to be provided affordable housing units: Proud Ground, a land trust affordable homeownership program, expected to serve 4 households during the program year but was only able to find two suitable, affordable units during the program year. Rising interest rates helped the housing market to cool, but also decreased affordability, making it tougher to find homes available to homebuyers with moderate income.

Special Needs households to be provided affordable housing units: HOME funds were used to serve Special Needs households through rental assistance and case management support. Janus Youth, CVAB and Lifeline Connections tailor their rental assistance to particular populations. In 2022, Janus Youth helped 25 youth households exit homelessness; Lifeline Connections program just got started with rental assistance and substance use treatment; and CVAB, a peer support agency, helped 4 households with behavioral health conditions stabilize in housing.

Production of new units: No new construction units were awarded funding through the 2022 Action Plan. The CHDO Setaside funding was reserved and awarded with the 2023 entitlement funding. A HOME CHDO project will be underway in 2023. The City continues to primarily use Affordable Housing Fund (AHF) levy funding for new construction of affordable housing.

Rehabilitation of units: The city expects to rehabilitate approximately 10 single-family homes per year. Only five homes were rehabilitated in 2022, with 3 currently under construction and 2 out for bid. The City of Vancouver homeowner rehab program is facing difficulty finding contractors to participate in the program. Only one general contractor is currently participating in the program. There are a number of rehab applications ready to begin once current projects are completed. The Housing Rehabilitation Specialist often acts as a general himself, hiring multiple subcontractors to complete a project. This greatly delays the timeline of the work. Vancouver continues to see high demand for this program and will continue to solicit contractors and network with other providers who have similar programs, such as Habitat for Humanity and Native American Youth and Family Center.

Acquisition of units: The City of Vancouver supported the Vancouver Housing Authority (VHA) with acquisition of a new 30-unit multifamily building for youth exiting foster care or homelessness. The VHA requested AHF, rather than HOME funding for this acquisition.

Discuss how these outcomes will impact future annual action plans.

Affordable housing is one of the City of Vancouver's highest priorities. The City will continue to focus on affordable housing and rehabilitation projects. The current AHF levy provided \$6 million dollars annually through 2023. In early 2023, Vancouver voters approved a renewal and increase to the levy, and starting in 2024, the AHF levy will collect \$10 million per year for 10 years.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	1,661	65
Low-income	283	0
Moderate-income	140	0
Total	2,084	65

Table 9 – Number of Households Served

Narrative Information

The City of Vancouver prioritizes services to households with low to moderate-income. Activities which require information on household income for program eligibility include some public service, business assistance, tenant based rental assistance, homeowner rehabilitation, homebuyer assistance and rental housing.

The numbers served in the CDBG column include entitlement funding and CDBG-CV (CARES Act) funding. The numbers served in the HOME column reflect the majority of TBRA households earning less than 30% of area median income.

DRAFT

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Vancouver has a Homeless Assistance and Resource Team (HART) that includes two full-time outreach staff. The Homeless Program Manager and Police Officer who are also part of the HART team frequently conduct outreach throughout the City as well.

In addition to the TBRA programs funded by the City of Vancouver, several other programs are supported to reduce homelessness. Xchange Outreach, Janus Youth and NW Furniture Bank offer programs and services for people experiencing homelessness. Partner organizations also participate in a variety of outreach strategies to engage people who are homeless and connect them to needed resources and services. Along with CDBG and HOME, the City uses the local Affordable Housing Fund levy to prevent homelessness and support people experiencing homelessness.

Xchange Street Outreach and Medicine: Xchange's street medicine team accompanies the outreach team. The street medicine team is comprised of volunteer RN's and LPN's who provide basic medical treatment such as cleaning and dressing wounds, blood pressure checks, blood glucose checks, provide pregnancy tests, provide COVID-19 tests, check oxygen levels, assess overall health and refer to other specialized treatment. A follow-up plan is created in coordination with the outreach team to attempt to provide a continuity of care. The team has an ambulance to offer patient privacy and medical equipment. Xchange expected to serve 100 people in 2022 and served 165.

Council for the Homeless: Council for the Homeless is the coordinated entry provider for over 40 service providers to prevent and end homelessness. Council collaborates with service providers, government, faith communities, educators, businesses and others to identify and implement solutions to homelessness. They operate the Housing Solutions Center, which includes the Housing Hotline, to help people access emergency shelter, housing assessments and rental assistance programs to prevent and end homelessness. They also provide navigation to other community resources, help with landlords, and community voicemail. Council for the Homeless administers the Homeless Management Information system (HMIS), which collects service data to monitor trends and evaluate strategies to address homelessness. They also coordinate the emergency winter overflow shelters.

Council for the Homeless coordinates the local countywide homelessness count known as the annual Point in Time (PIT) count. PIT provides a one-day snapshot of homelessness in the community and informs homeless trends and needs. This count is required by the U.S. Department of Housing and Urban Development (HUD) and by Washington state law. In January 2023, volunteers connected with 1,197 people experiencing homelessness, 625 of whom were unsheltered.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Vancouver continues to support nonprofit organizations in the delivery of services and emergency and transitional housing. Council for the Homeless, Share, Janus Youth, and Second Step Housing provide support services for shelters and transitional housing. Share operates a men's shelter, a women's shelter and a family shelter. Janus Youth operates a youth shelter and rental assistance programs as well as case management services. Council for the Homeless manages data in HMIS and assists people in finding emergency shelter and navigating access to other community resources. Second Step Housing operates several transitional housing programs, serving families and single women with children.

Janus Youth Oak Bridge: Oak Bridge Youth Shelter is the only emergency shelter for youth ages 9-17 who have run away, are experiencing homelessness, are victims of sex-trafficking, or are at-risk on the streets of Vancouver. Oak Bridge is staffed as an 8-bed shelter with room for expansion (up to 11) based on community need and available space/staffing. Oak Bridge provides safe shelter, food, clothing, showers, laundry, and life-skills training. Case managers provide crisis intervention, work to clarify the youth and family needs and identify resources in the community to provide ongoing support for both youth and family. Janus Youth expected to serve 40 youth in 2022 and has served 21 to date.

The City of Vancouver funded several tenant-based rental assistance providers including Share, Janus Youth, Lifeline Connections, Second Step Housing and The Salvation Army. Housing case management services were also provided by these agencies. These programs served 65 households in 2022.

The City continues to use the Affordable Housing Fund to provide funds for shelter and rental assistance. To date, the AHF has awarded \$4.5 million for shelter improvements and staffing costs and \$9.2 million for rental assistance. Since 2016, funding has supported 450 total shelter beds and 1,860 families receiving rental assistance.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

City of Vancouver staff participates in the Coalition of Service Providers, which is a consortium of nonprofit agencies, businesses, community groups, and government agencies, as well as those currently and formerly experiencing homelessness. The group identifies critical gaps in service, prioritizes needs and plans for solutions. Prevention, diversion, and discharge planning are included in the Clark County Homeless Action Plan.

Council for the Homeless' Housing Solutions Center and 211 info both help connect low-income individuals and families with multiple agencies providing housing, health, social services, employment, education, or youth needs.

Janus Youth use their TBRA funding to help foster youth and other youth exiting facilities who are at risk of homelessness. Their programs are specifically focused on youth by providing emergency shelter, case management and TBRA for youth.

In 2022, the City also funded Restored and Revived, a program aimed at supportive case management for people in recovery transitioning into the community from jails and institutions, using CDBG Public Service funding. Services included groups, exercise classes, peer mentorship and strategies to adjust and adapt to challenges. The program served 35 people.

Vancouver also provided \$1.1M in Affordable Housing Funds to the Vancouver Housing Authority to acquire Namuqas, a 30-unit new development for youth aging out of foster care.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

In 2022, HUD awarded \$2,280,775 in 2022 Continuum of Care (CoC) funding to the projects listed below. All CoC projects benefit people experiencing homelessness.

Council for the Homeless – WA-508 CoC Planning (\$60,095): Planning, coordination, and support for the local continuum of care, point in time count, system performance reporting and annual continuum of care application.

Council for the Homeless – Coordinated Entry DV Project (\$134,115): Funding to integrate domestic violence resources and supports into the coordinated entry system.

Council for the Homeless - HMIS (\$100,602) (Homeless Management Information System): Program administers the Homeless Management Information System for all homeless service providers in Clark County.

Impact NW – Permanent Supportive Housing Program (\$208,758): Serves households that are chronically homeless through leasing assistance to provide stable housing for participants.

Janus Youth Programs – Connections (\$206,036): Permanent supportive housing program serving youth between the ages of 18 and 25 who have a disability and multiple complex needs.

Sea Mar CHC – PSH Northwest (\$85,546): Permanent supportive housing to persons/families who are disabled, chronically homeless and may be high utilizers of psychiatric, medical, and other community system resources. Supportive case management services will be provided to assist participants to increase skills and income, maintain housing stability and improve opportunities for self-determination.

Sea Mar CHC – PSH Northwest II (\$110,840): Permanent supportive housing to persons/families who are disabled, chronically homeless and may be high utilizers of psychiatric, medical, and other community system resources.

Sea Mar CHC – The Way Home Too (\$358,680): Serves people with a disability who are chronically homeless and are high utilizers of psychiatric, medical, and other community system resources.

Share - Bridges to Housing (\$59,251): Program for individuals who are chronically homeless, have complex, high needs and are high utilizers of systems of care.

Share – Bridging the Gap (\$216,536): Program for individuals who are chronically homeless, have complex, high needs and are high utilizers of systems of care.

Share – Seniors PSH Program (\$105,112): Permanent supportive housing for seniors who have a disability and are chronically homeless.

Share – Step Forward (\$298,820): Serves adults who are chronically homeless, have complex needs and are high utilizers of systems of care.

Share- Story Street I & II (\$336,384): Permanent supportive housing through rental subsidies and case management for individuals and families who are experiencing homelessness and have high and complex needs.

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CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The VHA owns and manages 1,335 subsidized units throughout Clark County including 212 Rental Assistance Demonstration (RAD) units, 203 Section 8 New Construction units, 424 VHA-owned Project-Based Voucher units, 307 nonprofit units, and 189 public housing units. VHA will continue efforts started in 2022 to transfer RAD subsidy from older housing stock to new development with the intent of selling the remaining original public housing units that were converted to RAD.

The average number of housing vouchers administered by the VHA in 2022 was 2,824, with 232 new voucher admissions. VHA will apply for additional rental vouchers from HUD as they become available.

In 2022, VHA acquired Miles Terrace, a 69-unit senior housing project that was newly constructed downtown. The VHA also acquired Lainie's Crossing, a 39-unit development near Vancouver Mall, and Namuqas, a 30-unit building for youth exiting foster care or homelessness. This summer, VHA wrapped up construction on Fourth Plain Commons. The City will own the community center on the ground floor and the VHA will own and operate 106 units of affordable housing on the top five stories.

VHA is also focused on maintaining and enhancing existing properties within its portfolio of housing. VHA secured 9% LIHTC to complete a renovation of Central Park Place apartments, which is a permanent supportive housing for veterans and individuals exiting homelessness.

Beginning in 2012, the VHA has emphasized that subsidized housing is not the end goal for work-able families, but rather the first step toward self-sufficiency. Work-able individuals are those who are ages 18-62, not disabled, nor caring for a disabled family member. The VHA is providing access to community resources through its nonprofit affiliate Bridgeview and the Bridgeview Resource Center to prepare and equip individuals and families to move to self-sufficiency in the belief that as families become self-reliant precious subsidized housing resources then become available to other families in need. The Bridgeview Resource Center began operation in January 2019. Bridgeview connects families with a variety of resources for self-reliance. Bridgeview has developed relationships with more than 25 community agencies and organizations who provide education, employment and wellness services to clients who use the Resource Center. While one of the primary uses of the Resource Center is to serve subsidized housing residents, the center is open to all individuals in Vancouver for referral to resources available in the community. The Resource Center has four classrooms available for Bridgeview, VHA, and community partners to use for classes, resource events and job fairs.

In 2022, Bridgeview received 1,418 requests for assistance. They were able to help 227 individuals with navigation services, 89 with housing, 124 with gas cards, 30 with employment, 366 with food and basic needs, and 23 with financial education. Bridgeview also delivered 783 food boxes. Just over 87% of the households they served had extremely low income. Bridgeview also operates the Family Self-Sufficiency program, which helps people living in subsidized housing access resources and learn skills to graduate from the program, receive savings that they built during the program to move into non-subsidized housing and return their housing voucher. In 2021 10 individuals graduated from the FSS program and 19 individuals enrolled in the program. A total of 109 families are currently enrolled in the program and 12 graduated in 2022.

The VHA has participated in the Moving to Work (MTW) demonstration program since April 1999 under a contract with the Department of Housing and Urban Development. Utilizing the authority granted under the contract, the VHA currently has 22 approved, implemented, and on-going activities aimed at meeting MTW goals and anticipates serving 2,689 households in 2022 with public housing, Housing Choice Vouchers, and other housing affordability programs. The MTW goals include 1) reducing cost and achieving greater cost effectiveness in Federal expenditures; 2) giving incentives to families with children where the head of household is working, is seeking work, or is preparing for work by participating in job training, educational programs, or programs that assist people to obtain employment; and 3) households become economically self-sufficient and increase housing choices for families with low income.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The VHA has a Resident Advisory Board (RAB) that meets regularly. The RAB is a volunteer group of Public Housing residents and voucher program participants who reflect and represent the households assisted by the VHA. The RAB makes comments and recommendations to the VHA regarding matters of concern to all residents in the development of the Annual Plan and any significant changes to the Plan. The Annual Plan is a document VHA prepares for HUD that explains its plans for the coming year. It includes development of new housing, changes to rules, and budget plans.

To increase opportunities for affordable homeownership, Vancouver Housing Authority and local homeownership partners have recently launched the Clark County Affordable Homeownership Program. This partnership addresses the difficulties faced by first-time homebuyers entering the housing market — namely, the high median value of homes and lack of affordably priced inventory available for households earning less than 80% of the area median income.

VAH will enter into acquisition agreements with residential builders to construct homes for the program. The goal is to make homes below \$430,000 available to individuals receiving homebuyer training from nonprofits participating in the program. If a home is not sold to a program homebuyer within 30 days after the certificate of occupancy, VAH will purchase the home and retain ownership for up to 60 days. If the home is not sold to a homebuyer working with one of the nonprofits within an additional 60 days, VAH may opt to sell the unit in the open market.

Agreements are already in place with residential builders. The initial offering of new homes is expected in the first quarter of 2024. Additional builder participation is sought. Homes may be single-family, townhomes or condos. Acquisition agreements for the program may be available for existing homes, including those requiring rehabilitation, as long as the home can be offered to program participants at an affordable cost. All homes must be located in Clark County.

A critical component of the program is the creation of an anticipated \$3 million VHA/VAH Investment Fund, seeded with a \$1.2 million interest-free line of credit by Columbia Credit Union. This investment fund will be used occasionally by VAH to temporarily purchase program homes if homebuyer readiness and certificate of occupancy don't perfectly align. In addition to Columbia Credit Union's support, VHA looks to secure additional public and/or private participation in the Investment Fund.

Potential homebuyers must earn below 80% AMI; current Clark County residents will be prioritized. They will need to complete homebuyer preparation with one of the participating nonprofits and qualify for a

mortgage. In addition to being a founder in the program's Investment Fund, Columbia Credit Union is prepared to assist homebuyers with mortgage options. The Clark County Affordable Homeownership Program will establish a goal of 75% BIPOC household participation. Applications are not yet accepted, but interested households can register their interest on the website ccahp.org.

Actions taken to provide assistance to troubled PHAs

Not Applicable the VHA is not a "troubled PHA."

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CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City of Vancouver's Economic Prosperity and Housing Department has been building a Housing Action Plan in partnership with all other departments in the City. To meet demand, over the next 10 years, the City must build at least 2,500 new units per year, while recently averaging around 1,700 units. Included within this 2,500, the City needs 750 units of affordable housing and currently builds approximately 250 per year. The Housing Action Plan has been developed through extensive research, collaboration, and data analysis. The tasks included in the Plan are a wide-ranging framework of action items that require the involvement and coordination of departments across city government.

The plan below is organized in 7 categories:

- ✦ Land Use and Code
- ✦ Policies and Process
- ✦ Investment and Incentives
- ✦ Fees
- ✦ Innovation
- ✦ Advocacy
- ✦ Data Tracking

As part of this Housing Action Plan, the City recently updated its multifamily tax exemption (MFTE) program, both a development incentive and a unique opportunity for private developers to contribute to meeting affordable housing needs. Vancouver increased its number of target areas from 2 to 7 at the end of the 2022 Program Year. Other program updates include simplifying the public benefit negotiation by requiring a fee-in-lieu. This fee is a portion of the value of the property tax exemption over 8 years. The payment will be deposited into the Affordable Housing FIL Fund, and will then be used toward new affordable units serving renters up to 60% AMI and/or owners up to 80% AMI.

Vancouver offers a reduction in development impact fees (Transportation and Park) for projects that agree that rental units will remain affordable to low-income households for at least 15 years, and owner-occupied units must be sold or leased only to low-income households for 10 years. Another waiver program under consideration is for affordable housing System Development Charges (SDCs). Vancouver received state CHIP funding to cover SDC costs for affordable developments, and started discussing opportunities to continue SDC waivers or deferrals through City policy.

The City of Vancouver has a policy that it will sponsor rezoning applications that include covenants restricting land uses to affordable housing projects where 40% of units are affordable at 60% area median income. Applicants requesting rezoning will not have to pay the approximately \$20,000 processing fee.

The municipal zoning code has been amended to allow the following incentives for affordable housing:

- affordable housing projects in commercially zoned districts abutting high-capacity transit service provided that at least 40% of units are affordable to households at 60% AMI for at least 30 years.

- Housing projects devoted entirely to housing affordable to households earning 80% or lower AMI can get 50% higher densities than otherwise allowed in single-family zones and 100% in multi-family zones, provided it remains consistent with all other development standards.
- Developments with housing units affordable below 60% AMI receive a .25% decrease in the amount of on-site parking space required.
- Accessory dwelling unit regulations have been relaxed to allow more unit production. The main dwelling is no longer required to be occupied by the homeowner. This allows rental properties to add additional units.

Lastly, the Comprehensive Plan is one of our community's most important tools to help alleviate barriers to affordable housing. Over the next two years, community members and the City will work together to develop a plan that will guide Vancouver's growth and development over the next 20 years. The initiative is called Our Vancouver 2045. Since the plan was last updated in 2011, Vancouver has experienced significant growth, as well as demographic, economic and social changes.

The Comprehensive Plan provides the overall long-term vision and policy direction for the City. It helps to manage growth and development, in balance with the natural environment, and guides infrastructure improvements to support community needs.

Washington's Growth Management Act requires the City to adopt an updated plan and changes to its zoning code by June 30, 2025. To meet requirements set by the Growth Management Act, the City will:

- Perform a holistic re-write of the existing Comprehensive Plan
- Develop a detailed strategy for implementing the goals, policies, and strategies outlined within the revised plan
- Modify the existing zoning code (Title 20 of the Vancouver Municipal Code) that is reflective of the goals and policies identified in the revised plan
- Complete the Environmental Impact Statement (EIS) process outlined within the State Environmental Policy Act
- Establish a process to develop and create the plan *with* members of the community, and conduct community engagement activities in a method consistent with state law.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

While the City has pursued a variety of strategies to impact the identified needs of the community, the primary obstacle to meeting the underserved needs is the lack of sufficient financial resources. The City will continue to plan for and fund housing and supportive service programs for underserved populations including elderly, youth, and disabled persons. This year the City funded rental assistance and youth violence and intervention programs. The Affordable Housing Fund levy will continue to fund affordable housing activities beyond what is possible with CDBG and HOME. In addition to new construction, AHF funds will be used to rehabilitate shelters, produce new housing, provide rental assistance, and provide eviction prevention.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City of Vancouver conducts lead-based paint screening on all rehabilitation activities. This screening determines if the property is old enough to have lead-based paint, and if so, whether the rehabilitation efforts will disturb this paint. If required, mitigation activities are carried out. In PY 2022 the City of Vancouver conducted four Lead-Based Paint (LBP) actions. All four had risk assessments conducted, and

lead hazard reduction activities performed. Three passed clearance inspection upon completion and one is still pending final clearance.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Vancouver works with Clark County to alleviate poverty. Clark County receives the majority of state and federal funding to help people in need and performs a Community Needs Assessment (CNA) every 3 years in compliance with CSBG requirements. The CNA is an important part of the process of developing community-wide policies, practices and services intended to respond to the needs which have been identified as important to those with low income.

The following actions were taken to achieve this goal:

- Supported programs of the Council for the Homeless and providers of emergency and transitional shelter and services for people who are homeless or at risk of being homeless;
- City of Vancouver Council members and staff are participants of the Community Action Advisory Board which awards CSBG and other community funding to nonprofit agencies for homelessness prevention and other basic services.
- Continued to support nonprofits in the delivery of basic services through the CDBG and general fund for emergency shelter, transitional housing, case management, food, youth programs and resource connection.
- Continued funding of small business development programs through the Hispanic Metropolitan Chamber, Mercy Corps, and the Greater Vancouver Chamber of Commerce. These programs provide technical support to business owners or entrepreneurs with low income.
- Continued use of the Affordable Housing Fund to provide income-restricted units and rental assistance for households earning up to 50% AMI.
- In 2023, Fourth Plain Commons will include a business incubator for food-based businesses. They will eventually develop a market and outdoor vendor space for the neighborhood, helping local entrepreneurs get established and develop wealth.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City of Vancouver staff work with a variety of organizations and agencies to plan and implement activities. Staff are responsible for managing day-to-day operations of CDBG and HOME programs. Key partners in the planning and implementation of activities include nonprofit organizations, other City departments, Clark County, housing developers, and the Vancouver Housing Authority (VHA). The primary strength of the institutional system for delivering programs is the cooperation of the City of Vancouver Departments as well as the collaboration of community partners. The primary weakness of the delivery system is a lack of financial resources to meet needs.

Commissioners of the Vancouver Housing Authority are appointed by the City Council. Once appointed they have no further direct relationship with the City. However, there is close cooperation between the City and VHA through the City's award of funding for housing activities operated by VHA. In addition, the City and VHA cooperate in reviewing the capital needs of VHA.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

Vancouver participates with Council for the Homeless and area service providers to enhance the community's Continuum of Care (CoC) system to end homelessness. This partnership includes

collaborative efforts of a variety of community groups, government agencies and a coalition of more than 40 homeless service providers.

Vancouver enhances coordination of public, private, and nonprofit housing providers, human service agencies, and social service providers through the following actions:

- Continuing to work with partners including Clark County and the VHA to prioritize housing needs, provide services, and maximize the use of federal, state, and local funds for affordable housing, community development, and related services.
- Continuing to participate in coordinated efforts for shelter and services assisting homeless individuals and families.
- Participation in the monthly Ending Community Homelessness Organization (ECHO) meeting. A collaboration of City and County elected leadership as well as small city leaders and homeless agency directors discuss collaboration and homeless needs.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The last analysis of impediments (AI) report was issued in 2012. The 2012 AI assessed the impact of the City's laws, regulations, policies and practices on the availability and accessibility of housing as well as an assessment of public and private sector conditions that affect fair housing choice. The 2012 AI identified the following strategies to reduce impediments to fair housing choice:

- Support nonprofit and private sector efforts to increase the stock of affordable housing, especially deeply subsidized rentals
- Monitor potential areas of racial/ethnic concentrations and high mortgage loan denials
- Improve access to and dissemination of fair housing information

The city began researching data and launched a new fair housing survey to update its plan in 2019 when HUD's requirements changed and the City has been waiting on new guidance. The strategies previously identified are still very important and relevant to the City in 2022. The Affordable Housing Fund levy renewal in February 2023 is a significant resource to increase the number of affordable units and demonstrated the community's support for the City's housing efforts. The newly created Affordable Housing FIL fund will also support this strategy.

The City continues to monitor concentrations of poverty as well as racial and ethnic concentrations. The City also regularly reviews Home Mortgage Disclosure Act (HMDA) Data, in 2022, data shows that 4,047 loans were denied. Of these, 840 were mortgage loan applications. Information on all loan denials by race, provided by the Consumer Financial Protection Bureau, is provided in the table below.

Records by Race in CLARK COUNTY, WA		County-wide		Action Taken Application denied	
Race	Count	Pct	Count	Pct	
American Indian or Alaska Native	187	0.61%	45	1.11%	
Asian	1,741	5.68%	256	6.33%	
Black or African American	545	1.78%	105	2.59%	
Native Hawaiian or Other Pacific Islander	172	0.56%	47	1.16%	
White	19,756	64.42%	2,632	65.04%	
2 or more minority races	80	0.26%	24	0.59%	
Joint	1,163	3.79%	135	3.34%	
Race Not Available	7,022	22.90%	803	19.84%	
Total	30,668		4,047		

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CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Vancouver utilizes three tools for monitoring to ensure program compliance: clear policies and procedures, contract reporting requirements, and program-specific monitoring. All projects requesting funds are evaluated to determine program eligibility and priority based on program policies, local, state, and federal regulations, consolidated plans, and local need.

In PY 2022, Vancouver staff conducted monitoring for Council for the Homeless Motel Voucher program and X-Change Recovery's Outreach and Street Medicine program. Southwest Washinton Workforce Development Council's Childcare or Job Seeker's program and The Salvation Army's TBRA program had limited outcome results after several months of contracting, so extra technical assistance was provided to help meet targeted outcomes. Prior to contracting, staff review all documents required through the application process and conduct a risk assessment of each program. Staff review the contract requirements with the contracting agency and discuss needed documentation and reports. As part of the quarterly reporting, agencies collect data from participants.

Funded agencies are scored based on a range of risk factors. The scoring is used as a basis to determine which agencies to monitor each year. Newly funded entities/programs are likely to be monitored in their first year receiving CDBG or HOME funding. The City of Vancouver program ensures that all records are complete, and agencies comply with applicable rules and regulations including: Political Activity, Davis Bacon and Related Acts, Civil Rights, Cash Management, Federal Financial Reports, Allowable Costs and Cost Principles, Drug Free Workplace Act, and other administrative requirements.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

Vancouver follows a detailed citizen participation plan. All citizens, including low- and moderate-income people, people living in low- and moderate-income neighborhoods, minority populations, non- English-speaking people, people with disabilities, persons with HIV/AIDS and their families, homeless persons/agencies and residents of public and assisted housing developments are encouraged to participate in the development and implementation of HUD assisted programs. The 2022 CAPER hearing notice was published in The Columbian newspaper on August 25, 2023, providing notice of the public hearing time and date. The draft 2022 CAPER was placed on the City website for public review. An email blast was also sent to about 100 CDBG and HOME stakeholders.

The public hearing was scheduled on September 11, 2023, at 6:30 pm. The hearing was able to be attended in person, remotely, and viewed live on CTV. (<https://www.cvtv.org/program/vancouver-city-council>).

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

As the economy continues to recover from the impacts of the pandemic, marginalized communities have been left behind due to systemic barriers and lack of access. While Vancouver has a range of local CBOs offering services to historically disadvantaged communities, many of these agencies have only one or two staff, who are often volunteers, and have limited capacity to expand programs and services to increase their impact. Because these CBOs provide vital and trusted resources to people who won't reach out to larger organizations, enhancing the long-term stability and capacity of these organizations is critical to closing the gap in quality of life and access to opportunity to these communities. These organizations need stable and predictable support over a number of years to build the required organizational infrastructure to pursue and manage public funding from a variety of sources required to expand programs and services to meet community needs.

Vancouver is working with community partners and HUD to see if these organizations can be supported using future CDBG funding for capacity building.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

CR-50 - HOME 24 CFR 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

The City of Vancouver has a small HOME-funded portfolio and units funded through the local affordable housing levy fund. The City follows an ongoing monitoring procedure for HOME-assisted units. Income and rent data for all HOME-assisted rental units is collected annually. Due to the small portfolio, units are inspected for Housing Quality Standards (HQS) every year. In PY 2022, 38 HOME units were inspected for Housing Quality Standards. In addition, 54 HOME TBRA units were inspected. All units passed on the initial or reinspection following minor repairs. The table of HOME HQS inspections and results is below.

Agency	Project	Funding	Address	Total Units	HOME Units	Total inspected	Date	Results
REACH	McCallister Village	HOME	2155 W Firestone Lane	48	2	2	1/5/23	Passed after repairs
VHA	Vista Court	HOME	1405 Esther St	76	3	3	1/10/23	Passed after repairs
VHA	Cherry Park	HOME	3200 NE 62nd Ave	14	3	3	4/12/23	Passed
VHA	Lincoln Place	HOME	1351 Lincoln Ave	30	2	2	7/20/22	Passed after repairs
Second Step	Second Step	HOME	1203 W 39th St	3	3	2	4/27/23	Passed after repairs
AHS, Inc.	Freedom's Path	HOME	1601 E Fourth Plain Blvd Bldg 26	50	1	1	5/16/23	Passed
REACH	Isabella Ct. 1	HOME	3112 NE 62nd Ave	49	2	2	7/21/22	Passed after repairs
Second Step	Meadows Apartments	HOME	3303 NE 78th Ave	30	3	3	1/10/23	Passed after repairs
REACH	Isabella Ct. 2	HOME	3020 NE 62nd Ave	49	18	9	7/21/22	Passed after repairs
Mercy Housing	Columbia Heights	AHF/ HOME	408 NE 93rd Ave	69	8	10	9/27/22	Passed after repairs
VB Grand	The Grand Pacific	HOME	2900 E 16th St	26	1	1	7/26/22	Passed after repairs

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 24 CFR 91.520(e) and 24 CFR 92.351(a)

The City requires owners of housing projects with five (5) or more HOME-assisted units to use affirmative fair housing marketing practices in soliciting renters or buyers, determining their eligibility, and concluding all transactions. Owners must comply with the following procedures for the duration of the applicable compliance period:

Advertising: The Equal Opportunity logo or slogan must be used in all ads, brochures, and written communications to owners and potential tenants. Advertising media may include The Columbian (or any other local newspaper), radio, television, social media, housing organizations such as Housing

Connections (www.housingconnections.org), brochures, leaflets, or may simply involve a sign in the window.

Fair Housing Poster: Owners must display the HUD's fair housing poster in rental offices or other appropriate locations.

Special Outreach: Owners are encouraged to solicit applications for vacant units from persons in the housing market who are least likely to apply for HOME-assisted housing without the benefit of special outreach efforts. Vancouver recommends the following methods to reach this objective:

- Positioning of informational flyers in minority neighborhoods, including social service agencies and housing counseling agencies.
- Use of minority-specific traditional and social media: HOME-assisted housing opportunities may be advertised in minority-specific newspapers (i.e., The Skanner, Portland Observer, El Hispanic News, The Asian Reporter).
- Record Keeping: Owners must maintain a file containing documentation of all marketing efforts (copies of newspaper ads, memos of phone calls, copies of letters, etc.). These records must be available for inspection by the Vancouver staff. Owners must maintain a listing of all tenants residing in each unit.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

The City received \$52,258.17 in HOME program income in 2022 (PR-09). All program income from 2022 and 2021 was expended in 2022 on tenant-based rental assistance programs (PR-07). Total expended was \$55,292.44.

Describe other actions taken to foster and maintain affordable housing. 24 CFR 91.220(k)

In 2017, the City established a voter-approved levy to create an Affordable Housing Fund (AHF) to serve households with very low-income (earning up to 50% of area median income). The levy is paid by both residential and commercial property owners and receives \$6 million per year for seven years. The fund is used to increase Vancouver's supply of affordable housing, preserve existing homes, and prevent homelessness through rental assistance, temporary shelter, and services.

To date, AHF has supported production or preservation of 1,050 units of affordable housing. The AHF funds are leveraged with other funding to support a total housing investment of over \$300 million.

The City Council supported renewing and increasing the AHF levy starting in 2024, and the Vancouver voters approved the new levy. Vancouver will now collect \$10M per year for 10 years because of the success of the initial funding and continued need for affordable housing resources.

Other City actions to foster and maintain affordable housing, such as MFTE program updates, SDC waivers and Housing Action Plan items have been discussed elsewhere in this CAPER.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME
Total Number of Activities	0	0
Total Labor Hours		
Total Section 3 Worker Hours		
Total Targeted Section 3 Worker Hours		

Table 10 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME
Outreach efforts to job applicants who are Public Housing Targeted Workers		
Outreach efforts to job applicants who are Other Funding Targeted Workers.		
Direct, on-the job training (including apprenticeships).		
Indirect training such as arranging for, or paying for, off-site training.		
Technical assistance to help Section 3 workers compete for jobs.		
Outreach efforts to identify and secure bids from Section 3 business concerns.		
Technical assistance to help Section 3 business understand & bid on contracts.		
Division of contracts into smaller jobs to facilitate Section 3 participation.		
Provided assistance in seeking employment including: resumes, training job placement services.		
Held one or more job fairs.		
Provided supportive services that can provide direct services or referrals.		
Provided supportive services: uniforms, test fees, transportation.		
Assisted residents with finding child care.		
Assisted residents with community college or four year institution.		
Assisted residents to apply for, or attend vocational/technical training.		
Assisted residents to obtain financial literacy training and/or coaching.		
Bonding assistance, guaranties, or efforts to support bids from Section 3.		
Provided training on computer use or online technologies.		
Promoting the use of a business registry for disadvantaged and small business.		
Outreach, engagement, or referrals with the state one-stop system.		
Other.		

Table 11 – Qualitative Efforts - Number of Activities by Program

Narrative

The purpose of Section 3 is to ensure that employment and other economic opportunities resulting from projects assisted with HUD funding be directed to people with low and very-low income, particularly those who are recipients of government assistance for housing, and to low-income businesses, which provide economic opportunities to people with low and very-low income.

Recently, the Section 3 program changed from tracking the number of contracts awarded on a project to tracking actual hours worked by Section 3 targeted workers. No activities subject to Section 3 were undertaken in the 2022 program year.