

Anne McEnerney-Ogle, Mayor

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

## July 3, 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](http://www.cvtv.org) and CVTV cable channels 23 or HD 323, or on the City's Facebook page, or [www.facebook.com/VancouverUS](https://www.facebook.com/VancouverUS).*

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

[https://www.cvtv.org/vid\\_link/35715?startStreamAt=0&stopStreamAt=4232](https://www.cvtv.org/vid_link/35715?startStreamAt=0&stopStreamAt=4232)

### **4:30-5:00 p.m. Visit Vancouver WA Destination Master Plan**

*Teresa Brum, Deputy Economic Development Director, 360-487-7949*

#### **Summary**

Staff led Council through a discussion of Visit Vancouver WA Destination Master Plan.

### **5:00-6:00 p.m. Comprehensive Plan Update - Equity Framework**

*Domenic Martinelli, Senior Planner, 360-487-7943*

#### **Summary**

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

## **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](http://www.cvtv.org) and CVTV cable channels 23 or HD 323, or on the City's Facebook page, [www.facebook.com/VancouverUS](http://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/35717?startStreamAt=0&stopStreamAt=5440](https://www.cvtv.org/vid_link/35717?startStreamAt=0&stopStreamAt=5440)*

*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, Hansen and Mayor McEnerny-Ogle

**Absent:** None

### **Approval of Minutes**

Minutes - June 5, 2023

**Motion by Councilmember Fox, seconded by Councilmember Perez, and carried unanimously to approve the meeting minutes of June 5, 2023. Councilmember Stober abstained.**

### **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



## Consent Agenda (Items 1-6)

**Motion by Councilmember Hansen, seconded by Councilmember Stober, and carried unanimously to approve the Consent Agenda.**

### 1. **Construction Acceptance - NE 22nd Ave Pump Station Removal & Gravity Extension**

Staff Report: 129-23

*Advanced Excavating Specialists of Kelso, WA has completed construction of the NE 22nd Ave Pump Station Removal & Gravity Extension project. The project installed 970 linear feet of 8-inch gravity main, as well as abandoning over 1,100 linear feet of existing 8-inch gravity main. The existing gravity main was not at a sufficient depth for the area being served by the small pump station. The pump station required frequent maintenance and was needing either replacement or removal. Extending a deeper sewer and removing the pump station provides for less maintenance and reduced operating costs for the long term.*

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

| <b>TOTAL CONTRACT COSTS</b>   |              |
|-------------------------------|--------------|
| Labor, Equipment and Material | \$547,243.88 |
| Sales Tax                     | \$47,008.95  |
| Total                         | \$594,252.83 |
| Retainage                     | Bond         |

*The original contract amount, including sales tax, was \$592,225.55. The final project cost was \$594,252.83, which was \$2,027.28 (under 1%) over than the original contracted amount. The difference is attributed to the typical variances in unit prices and/or quantities commonly encountered during construction. The engineer's estimate was below the \$500,000 threshold for an apprenticeship utilization requirement.*

Request: On July 3, 2023, accept the facilities as constructed by Advanced Excavating Specialists of Kelso, WA, and authorize release of the retainage bond subject to receipt of all documentation required by law.

*Sheryl Hale, Senior Civil Engineer, 360-487-7151*

**Motion approved the request.**

### 2. **Award - Southside Interceptor CIPP Rehabilitation PH 4 & 5**

Staff Report: 130-23

*This project will rehabilitate approximately 2,730 lineal feet of 18-inch, 3,090 lineal feet of 27-inch, 1,160 lineal feet of 33-inch, and 330 lineal feet of 36-inch Cured-In-Place Pipe (CIPP) existing sanitary sewer mains. The Southside Interceptor is part of the backbone of the sewer system that transports wastewater to the Westside Reclamation Facility. This project is the result of an interceptor condition assessment*

project completed in 2016 that provided a list of capital projects needed to maintain the system.

On May 23, the City received 3 bids for the subject project. One bid was rejected due to the bid being unbalanced to the detriment of the City. The other bids ranged between \$4,239,893.50 and \$4,487,489.28. The bids are as follows:

| <b>SUMMARY OF BIDS</b>                        |                |
|-----------------------------------------------|----------------|
| <b>BIDDER</b>                                 | <b>AMOUNT</b>  |
| Allied Plumbing & Pumps, Wenatchee, WA        | Rejected       |
| Michels Trenchless, Brownsville, WI           | \$4,239,893.50 |
| Insituform Technologies LLC, Chesterfield, MO | \$4,487,489.28 |
| Engineers' Estimate                           | \$3,300,000    |

From past experience with projects that utilized CIPP trenchless technology, the City has confirmed that the labor hours required to complete the projects are very low when compared to the high cost of the materials.

Following the City's current apprenticeship policy, this project meets the criteria and has been approved for an Apprenticeship Program Waiver; the project is a high materials cost but low labor hours project. Additionally, this type of project requires a workforce with very specific training and experience.

Request: On July 3, 2023, award a contract for the Southside Interceptor Phase 4 & Phase 5 - CIPP project to the lowest responsive and responsible bidder, Michels Trenchless of Brownsville, WI at their bid price of \$4,239,893.50, which includes Washington State sales tax.

Sheryl Hale, Senior Civil Engineer, 360-487-7151

**Motion approved the request.**

3. **Bid Rejection - Fourth Plain Sewer Improvements - Broadway to F Street - Rebid**

Staff Report: 131-23

The Fourth Plain Sewer Improvement project will be extending 986 linear feet of public 8-inch sanitary sewer and installing six (6) manholes. The new public sewer will extend in Fourth Plain Blvd from Broadway Street to F Street. The work shall also include the installation of service laterals to properties that are currently on shared services.

On June 13, 2023, the City received 1 bid for the subject project. The low bidder was responsive. The bid is as follows:

| <b>SUMMARY OF BIDS</b>                  |               |
|-----------------------------------------|---------------|
| <b>BIDDER</b>                           | <b>AMOUNT</b> |
| North Cascades Excavation, Woodland, WA | \$947,079.19  |
| Engineers' Estimate                     | \$736,014.00  |

This project was previously bid as ITB23-22. There were three bids with the lowest being close to double the engineer's estimate. The bids were rejected and staff went

*back and re-worked the project estimate to reflect the significant increase in material and labor costs.*

*The project was then re-bid as ITB23-26 with the expectation that bids would be more in line with the updated engineer's estimate. Unfortunately, the one bid received was even higher than all three of the previous bids. If awarded, the project cost per foot of pipe installed would be at least triple that of a typical installation cost. This high bid and the fact that only one bid was received could be attributed to the significant amount of construction work being performed locally and contractors not having the time or labor to take on additional projects.*

Request: On July 3, 2023, reject all bids.

*Sheryl Hale, Senior Civil Engineer, 360-487-7151*

**Motion approved the request.**

**4. Partial Easement Vacation - Burton Elementary**

Staff Report: 132-23

*A portion of the existing sewer main was decommissioned with the new school project under ENG-78755. With this portion of the public sewer decommissioned, Staff has determined that the portion of the easement being vacated is not needed for maintenance of existing or proposed public sewer facilities.*

Request: Authorize the City Manager or their designee to sign the attached easement release.

*Sheryl Hale, Senior Civil Engineer, 360-487-7151*

**Motion approved the request.**

**5. Easement Vacation - Property Identification Number 110089422 - 14405 NE 28th Ave**

Staff Report: 133-23

*A private Sewer Easement was required with the Evergreen School District #114 project under ENG-82880. The sewer being installed was not part of the public sewer system and therefore did not require an easement to the City. The developer mistakenly recorded a public sewer easement that now needs to be vacated to remove the property encumbrance.*

Request: Authorize the City Manager or their designee to sign the attached easement release.

*Sheryl Hale, Senior Civil Engineer, 360-487-7151*

**Motion approved the request.**

**6. Approval of Claim Vouchers**

Request: Approve claim vouchers for July 3, 2023.

**Motion approved claim vouchers in the amount of \$6,722,793.99.**

**Public Hearings (Items 7-8)**

## 7. **MFTE Application- The Springs Apts**

Staff Report: 134-23

**A RESOLUTION** of the City Council of the City of Vancouver approving a development agreement with SPRINGS VANCOUVER WATERFRONT LLC for an 8-year limited property tax exemption for market rate housing with a public benefit contribution, and green building elements, for the property located at 1015 W. Columbia Way, Vancouver, WA 98660 (Exhibit A).

*The project is located on the Vancouver waterfront at 1015 W Columbia Way. The applicant is requesting an 8-year multi-family housing limited property tax exemption for a market rate housing. The project is a 12-story, 182-unit apartment senior living facility building with 6,234 square feet of commercial space and 230 associated parking spaces. There are an additional 68 medically assisted and memory care units in the development that are considered as a commercial use that will not receive exemption status. The proposed development will include studio, one, two and three-bedroom units. The total estimated development cost is approximately \$229 million.*

*Over the 20-year period following construction, the project (with the exemption) will generate over \$24 million in taxes benefiting all taxing districts (ports, schools, county, city, etc.). A total of \$5.7 million in taxes will directly benefit the City of Vancouver. Total estimated foregone tax revenue for all districts during the exemption is \$8.61 million. The forgone taxes specific to the City of Vancouver during the exemption would be \$2.53 million. 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 downtown businesses during and after the exemption period.*

*As a market rate project, a public benefit contribution with a value equal to \$2,154,500 (25% of the estimated foregone tax amount) is required. The Vancouver Waterfront is already well served with a completed park, public art, and infrastructure. Therefore, the applicant is proposing to satisfy the public benefit contribution by providing funding towards future affordable housing investments. The proposed public benefit contribution for future affordable housing projects can be used for land banking or construction of permanent affordable units where funding can leverage more and larger unit types and at deeper levels of affordability. The public benefit contribution payment amount will be required prior to issuing the final tax certificate. The advantage of this funding is that it is also likely to last longer than the duration of the 8-year tax exemption.*

*The project requires a development agreement and therefore also falls under the City interim green building policy. Per the applicant's consultant the building is being constructed to exceed the minimum LEED gold score. The City green policy staff have reviewed the applicant's LEED summary indicating that the project satisfies the City's green building policy.*

Request: On July 3, 2023, following a public hearing, 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*

Bryan Monroe, Associate Housing Project Coordinator, provided an overview of the MFTE Application for The Springs Apartments.

Council discussed the item briefly with staff.

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

- Nolan Weinberg, Vancouver
- Kimberlee Goheen Elbon, La Center, WA

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

**Motion by Councilmember Hansen, seconded by Councilmember Stober, and carried unanimously to approve Resolution M-4239.**

## **8. MFTE Program- Proposed VMC Ordinance Changes**

Staff Report: 121-23

**AN ORDINANCE** of the City of Vancouver relating to changes to the City's Multi-Family Housing Tax Exemption Program (MFTE); adopting legislative findings; amending Sections 3.22.010, 3.22.020, 3.22.030, and 3.22.040 of the Vancouver Municipal Code (VMC) to clarify code language, reflect changes in state law, and provide for new residential target areas as well as updated income-based and market-rate multi-family tax exemption options and associated eligibility and application requirements, fees, and procedures; providing for severability; and setting an immediate effective date.

### ***Program History***

*MFTE (Multifamily Housing Tax Exemption) programs are property tax waiver programs adopted by cities and counties to support local housing and economic development goals. Local governments can issue limited term tax exemptions for new construction, conversion, and rehabilitation of multifamily residential improvements for projects with at least four residential units. The MFTE program is one of many tools that the City of Vancouver uses to encourage economic development, housing production and affordability.*

*The City of Vancouver adopted the initial MFTE program ordinance in 1997 creating the Vancouver City Center Vision residential Target area. The first MFTE project, the Heritage Building mixed use development, located on the north side of Esther Short Park was the foundation for the resurgence of the downtown core. That initial MFTE investment set off a series of subsequent investments around the park including the Esther Short Park bandstand renovation, the private donation of the Propstra bell tower and public square, the Vancouver center complex development, the Hilton Hotel and Conference Center, and Esther Short Commons building. The MFTE program continues to stimulate development today throughout the city center including several buildings on the Vancouver waterfront.*

*In 2011 the MFTE ordinance was amended to add the Fourth Plain residential target area and an option for income-based developments.*

*Since inception the MFTE program has approved 40 developments adding 3,982*

*new housing units including 366 income-based units. Another 7 potential applications are currently under review with potential to add another 1,243 new units and 19 income-based units.*

*In 2021 City Council requested a review of the MFTE program to ensure that it was operating effectively for the local income levels and housing market conditions. The City engaged with economics consultant ECONorthwest to examine the performance of the City's current Multifamily Tax Exemption (MFTE) program for multifamily residential construction projects. Specifically, the City asked ECONorthwest to analyze potential expansion of the program to additional geographic areas and to test various development scenarios and impacts for feasibility within the new proposed target areas. ECONorthwest completed an economic analysis that reflects a developer's decision-making perspective. The findings were presented to City Council in workshops on March 28, July 25, and Aug 8, in 2022. The recommendations from the analysis can be summarized as follows:*

- Expand the MFTE program to additional target areas*
- Establish appropriate level of affordability possible based on target area market factors*
- Implement a fee-in-lieu of affordable units option*
- Utilize fee-in-lieu and increased density instead of temporary onsite affordability to achieve deeper affordability (60% MFI and lower)*
- Prioritize density where possible in each target area*
- Determine minimum density goals in each target area and tailor program requirements to achieve those goals*

#### **Additional Target Areas**

*Currently the MFTE program has only two eligible target areas consequently limiting participation in the program. City staff worked with ECONorthwest to identify proposed target areas that would support transit use and walkable communities along commercial corridors and hubs across the entire city. Ten potential target areas were identified for expansion. The current Vancouver City Center Vision (VCCV) target area was split into three separate areas now designated Downtown Waterfront, Vancouver City Center, and Uptown, due to the different development type, density and zoning and market variables of each new area within the current VCCV boundary. Four new target areas identified along transit and commercial corridors include Fourth Plain, Mill Plain, Upper Main Street, and Evergreen /Grand. Finally, the existing planning sub-areas of Vancouver Heights District, and East Vancouver (including both the Vancouver Innovation Center and the Riverview Gateway subareas) were identified as good target area candidates. A Fruit Valley target area was also initially proposed, however, it was determined that additional study on environment justice and equity issues were necessary before moving forward. The nine new proposed target areas all allow multifamily housing uses through the underlying zoning and are primarily located along rapid transit lines to promote development that supports more walkable neighborhoods and easy use of public transit.*

#### **Level of Affordability**

*The study indicated that:*

- Development in most of the target areas could support MFTE projects at 100% median family income (MFI) however 100% MFI rents are very close to market rents in most of the city and therefore did not represent the most value-added use of the MFTE exemption.*
- The MFTE benefit can produce residential units that are affordable to*

households at 80% MFI in most target areas using a 12-year tax exemption depending on market conditions. This option is a predictable approach for achieving on-site production of affordable units but doesn't produce deeply affordable units (e.g., 60% MFI and lower).

- The current MFTE benefit will not provide incentive enough to produce 60% MFI units without additional stimulus or subsidy. The City has had a 60% MFI option since 2017 but this option has never been applied for.

#### **Implement a fee-in-lieu option**

The ECONorthwest study showed that in most of the proposed target areas, the MFTE program cannot deliver both increased density and affordability. However, the market rate program option in most areas is valuable enough to be an option that is available in exchange for a public benefit fee, and the fees generated could then be used by the City to provide more permanent affordable housing opportunities elsewhere. The current public benefit practice for market rate includes negotiating on various elements from public art, public structured parking, public plazas, and pedestrian amenities. Determining the "true" public benefit and verifying of cost of artistic elements is very difficult for staff to quantify and can be unpredictable for prospective applicants. The proposed amendment would eliminate this negotiation and replace it with a fee in lieu option that will further higher density production and affordable housing efforts.

#### **Achieve deeper affordability through fee-in-lieu**

In exchange for the market rate option, a public benefit fee in lieu, could be used to invest in more deeply affordable housing below 80% MFI off-site. The fee in lieu amount can be higher for development types that are already feasible in target areas, and lower where developments meet densities and development types sought by the City. This fee is more likely to be used to create permanently affordable units which would likely advance affordability goals beyond the limited-duration affordable units delivered on-site through the income based MFTE program option.

#### **Prioritize density**

In target areas where lower density development is already feasible, this program can be used to help incentivize developers to produce more dense housing projects. More dense housing means a more efficient use of increasingly scarce, and expensive land. More dense housing in targeted locations can also support additional city goals such as transit ridership and complete, walkable neighborhoods.

#### **Determine minimum density goals**

Because the proposed target areas vary in the types of development that can be supported (small plexes up to large towers), the target area density requirements and options need to adjust accordingly to match the market condition allowances specific to the target area. The table below provides the proposed fee-in-lieu levels and minimum target densities for each target area.

| <div style="border: 1px solid black; padding: 10px; text-align: center;"> <b>Residential<br/>Target Area</b> </div> | <b>Option1<br/>Market Rate<br/>With<br/>Affordable<br/>Housing Fee</b> | <b>Option2<br/>Market Rate With Density<br/>Requirements and/or<br/>Affordable Housing Fee</b> | <b>Option 3<br/>Ownership</b> |
|---------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|-------------------------------|
| <b>Downtown Waterfront</b>                                                                                          | 50%                                                                    | 275 dwelling units/acre<br>+ 25% Affordable Housing                                            | No Affordable<br>Housing Fee  |



|                                       |     |                                                                    |                                                |
|---------------------------------------|-----|--------------------------------------------------------------------|------------------------------------------------|
| <b>Vancouver City Center</b>          | 50% | 225 dwelling units/acre<br>+ 25% Affordable Housing<br>Fee In Lieu | In Lieu;<br>Minimum of<br>12 units<br>provided |
| <b>East Vancouver</b>                 | 50% | 200 dwelling units/acre<br>+ 25% Affordable Housing<br>Fee In Lieu |                                                |
| <b>Uptown</b>                         | 25% | 160 dwelling units/acre                                            |                                                |
| <b>Evergreen / Grand</b>              | 25% | 90 dwelling units/acre                                             | No Affordable<br>Housing Fee                   |
| <b>Fourth Plain Corridor</b>          | 25% | 90 dwelling units/acre                                             | In Lieu;                                       |
| <b>Mill Plain Corridor</b>            | 25% | 90 dwelling units/acre                                             | Minimum of 4<br>units<br>provided              |
| <b>Upper Main Street<br/>Corridor</b> | 25% | 90 dwelling units/acre                                             |                                                |

The densities for each target area were a combination of the underlying zoning densities and other zoning factors such as minimum parking spaces, maximum building heights, and required first floor commercial space. ECONorthwest determined that the target areas with potential for higher density tower and podium development were the Vancouver Waterfront and Vancouver City Center, and possibly the East Vancouver target areas. The Heights District, Evergreen / Grand area and the Uptown target areas were determined to accommodate 4-story wood frame and possibly podium size development. The remaining three transit corridors areas can accommodate small plexes up to 4-story wood frame development. Target areas are comprised of parcels with different zoning designations. Only the commercially zoned parcels within the target areas would be able to meet the higher target densities. The multifamily, residentially zoned parcels are restricted to their underlying density limits that currently top out at approximately 35 units per acre, therefore the fee-in-lieu rate is less in these areas. To avoid applicants from proposing all studio and one-bedroom unit developments in order to meet the fee in lieu density requirement addition emphasis will be provided to larger unit types. To encourage production of larger family-size units, for the purposes calculating the fee in lieu development density, 3-bedroom units will count as 1.5 units and 4+ bedroom units will count as 2 units. To encourage homeownership opportunities developments proposing units for ownership opportunity will not be subject to the affordable housing fee in lieu noted in the table above. Ownership option projects must provide a minimum of 12 units (total) in higher density target areas and a minimum of 4 units in the lower density target areas.

#### **Elimination of 10-year income-based exemption option**

In 2021 the 10-year income-based exemption option was eliminated in RCW 84.14. Accordingly, this option is being eliminated from VMC 3.22 to be consistent with the change in State law.

#### **Post exemption rent increase restriction**

Following the expiration of MFTE tax exemptions there is potential for displacement of income-vulnerable tenants due to rent increases when the rent restrictions are removed. If the new market rate rents increase too high and too fast for the households with expired MFTE restrictions, they will be forced to move. To discourage this outcome a 5-year rent increase restriction will be established and set at 5% plus a Consumer Price Index factor.

#### **Add an additional 12-year extension for expiring MFTE certificates**

*In 2021 RCW 84.14 was amended to allow an additional extension of 12 years to expiring MFTE exemptions. The extension will require the property owner commit to renting or selling at least 20 percent of the multifamily housing units as income-based units low-income households earning at or below 80% area median income (regardless of the MFI rate of the expiring exemption). This extension will also require notices to affected income-based tenants a year in advance about the expiration of the 12-year extension and provides for tenant relocation assistance equal to one month's rent. Development applicants must submit a request by September 1 (4 months before the expiration of the initial exemption). The exemption will be reviewed for compliance before scheduling a public for City Council consideration. The administrative review fee for this extension will be \$1,000.*

### **Ownership Opportunity**

*An ownership incentive option has been added under which no affordable housing fee in lieu is required. A sale price cap has been added for the initial sale at less than or equal to two times the HUD Homeownership Value Limit for newly constructed housing in Clark County, which is updated annually.*

### **MFTE application and program fee increases**

*The application and program fees have never been updated. The proposed changes to the program fees are to reflect a more accurate measure of the administrative staff cost to process the applications.*

| <b>Fee Type</b>                          | <b>Current</b>       | <b>Proposed</b>   |
|------------------------------------------|----------------------|-------------------|
| <i>Initial application</i>               | \$300                | \$5,000           |
| <i>Per unit fee</i>                      | \$50 (up to \$1,000) | \$75 (no maximum) |
| <i>County admin fee</i>                  | \$100                | \$205             |
| <i>Conditional certificate extension</i> | \$100                | \$1,000           |
| <i>Exemption renewal</i>                 | Not Applicable       | \$1,000           |

### **Public Outreach**

*The City performed extensive public outreach regarding the proposed changes to the MFTE program, seeking input through the City MFTE webpage, an interactive "Be Heard" communications webtool, hosted virtual forums with both development and community member stakeholder groups, and workshops with the City Center Redevelopment Agency and Vancouver City Council. Many suggested changes from public outreach comments were incorporated into the proposed ordinance amendments.*

Request: On Monday, July 3, 2023, subject to second reading and public hearing, consider public testimony, deliberate, and vote to approve the amended ordinance regarding VMC 3.22.

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

Bryan Monroe, Associate Housing Project Coordinator, provided an overview of the MFTE Program - Proposed VMC Ordinance Changes.

Council discussed the item with staff.

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

- Justin Wood, Vancouver
- Carol Lee Braithwait, Vancouver
- 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 Fox, and carried unanimously to approve Ordinance M-4416.**

## **Communications**

**A. From the Council**

**B. From the Mayor**

**C. From the City Manager**

## **Adjournment**

8:00 p.m.

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Anne McEnerny-Ogle, Mayor

Attest:

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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: Thoughts on kiggins bowl homeless community  
**Date:** Monday, June 26, 2023 2:42:35 PM

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FYI

-Kristin

---

**From:** Corrie Kutkey <[REDACTED]>  
**Sent:** Monday, June 26, 2023 2:28 PM  
**To:** City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>  
**Subject:** Fwd: Thoughts on kiggins bowl homeless community

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.

To Whom it May Concern,

I plan to attend the City Council session this evening. I am forwarding the below email in order to formally include my neighbor Celeste's comments into the record for consideration.

I posted notices in the neighborhood to publicize the proposed location and ensure neighbors knew they had a forum to participate in the council meeting today. For those unable to attend, I provided my contact information to ensure their voice would be heard.

Thank you,  
Corrie

----- Forwarded message -----

**From:** Celeste DiGiustino <[REDACTED]>  
**Date:** Mon, Jun 26, 2023 at 2:23 PM  
**Subject:** Thoughts on kiggins bowl homeless community  
**To:** [REDACTED]>

Hi

I have many thoughts about this homeless community and the kiggins bowl area. I do not want it here. I have lived here for over 5 years and have seen how bad the homeless situation on main and 45th street has gotten. I live in the apartments across the street, my patio over looks the proposed site. We already have a huge problem with homeless and drug users in the area. Putting this community in is going to make it worse. The bus stop that these people would use is right outside my daughter's bedroom window. Kiggins bowl just added a second field. By using the parking lot where are all these people supposed to park for events now. Also will you be cutting down all the huge trees that block the freeway from where i live. I dont want the trees cut down. There are bald

eagle nests there. While i see the need for a homeless community, this spot is not right. Next to a middle school. Its not safe, the traffic cant handle that cross walk being used that much and i dont want more unstable drug users near my kid. There are plenty of empty lots in hazel dell like 63rd street, 68th street, and 78th street that could be used and they are not near a school or residential area. They are by businesses that could provide jobs, a grocery store, and a big bus line. I DO NOT WANT THIS NEAR MY HOUSE. I have homeless men doing drugs at my childs bus stop on a daily and cops wont do anything about it. I dont need a bigger population to watch out for. I am asking the city council consider another site that is more suitable because this site is not it. Thank you

Celeste DiGiustino

Sent from Samsung Galaxy smartphone.

Get [Outlook for Android](#)

**From:** [City of Vancouver - Office of the City Manager](#)  
**To:** [Spinelli, Jamie](#)  
**Cc:** [Dollar, Sarah](#)  
**Subject:** FW: Kiggins Homeless Community  
**Date:** Monday, June 26, 2023 2:53:55 PM

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FYI

-Kristin

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**From:** Corrie Kutkey <[REDACTED]>  
**Sent:** Monday, June 26, 2023 2:51 PM  
**To:** City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>  
**Subject:** Fwd: Kiggins Homeless Community

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

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I plan to attend the City Council session this evening. I am forwarding the below email in order to formally include my neighbor Bradley's comments into the record for consideration.

I posted notices in the neighborhood to publicize the proposed location and ensure neighbors knew they had a forum to participate in the council meeting today. For those unable to attend, I provided my contact information to ensure their voice would be heard.

Thank you,  
Corrie

----- Forwarded message -----

**From:** LIVES MADE SIMPLE [REDACTED]  
**Date:** Mon, Jun 26, 2023 at 2:38 PM  
**Subject:** Kiggins Homeless Community  
**To:** [REDACTED]

I strongly disagree with the building of the Homeless community at Kiggins. Too close to an elementary school and a middle school. My patio would overlook that community and I would see that as an eye sore. The wildlife in that lot is abundant and it is also used as a parking lot for the community during kiggins games. In my opinion the drug use, and homeless here is already outta control. We do not want a Portland ran homeless community. There is plenty of spaces in hazel dell next to a bus line on 78th st where they sale Xmas trees and fireworks. We don't need any more eye sores in an already downhill area of Vancouver.

Thank you!

Bradley Ballhorn

**From:** [City of Vancouver - Office of the City Manager](#)  
**To:** [Dollar, Sarah](#)  
**Subject:** FW: HP in Section 30, PRJ-165336/LUP-83336  
**Date:** Monday, July 3, 2023 8:10:21 AM

---

Hello,

We received this message in the CMO inbox.

Thank you!

**City Manager's Office**

CITY OF VANCOUVER

P.O. Box 1995 • Vancouver, WA 98668-1995

P: 360.487.8600 | F: 360.487.8625

[www.cityofvancouver.us](http://www.cityofvancouver.us)

---

**From:** Claire Juracka [REDACTED]  
**Sent:** Sunday, July 2, 2023 4:46 PM  
**To:** City CDD Planning <cddplanning@cityofvancouver.us>; City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>  
**Subject:** HP in Section 30, PRJ-165336/LUP-83336

Some people who received this message 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 Mr Person and Vancouver City Council,

This email is about HP's site plan application for its development in Section 30. It's my opinion that the materials submitted do not provide enough information to assess the environmental impacts of the project on the English Farm and Winery. The Winery is an important part of our community. The English Farm has historical value that SEPA and the City Code require the City to protect. When Section 30 became part of the City, the City Council was very careful to protect the English Farm and its Winery. It identified them as a key property that was to be protected, because it was an important part of the City's goals and vision for Section 30.

I wholeheartedly agree. I have been visiting English Farm for many years, and enjoy stepping back in time and appreciating the old buildings, mature trees, and vineyards. As the surrounding area develops, this place becomes more and more important to me.

It would be a terrible shame if the City allowed the heat from acres and acres of parking lots to destroy the vineyards. I know HP's application says the buildings will not cause any harm and will not block views, but HP did not provide any studies or data or proof of those statements. We are excited for the jobs that HP will bring to our community. We simply want to ensure that we don't lose the Winery in the process. This is not an "either or" decision.



Thank you for caring about the history of our community.

Claire

Portland, OR

**From:** [City of Vancouver - Office of the City Manager](#)  
**To:** [Dollar, Sarah](#)  
**Subject:** FW: HP in Section 30, PRJ-165336/LUP-83336  
**Date:** Monday, July 3, 2023 8:09:44 AM

---

Hello,

We received this message in the CMO inbox.

Thank you!

**City Manager's Office**

CITY OF VANCOUVER

P.O. Box 1995 • Vancouver, WA 98668-1995

P: 360.487.8600 | F: 360.487.8625

[www.cityofvancouver.us](http://www.cityofvancouver.us)

---

**From:** James Clark <[REDACTED]>

**Sent:** Sunday, July 2, 2023 4:47 PM

**To:** City CDD Planning <cddplanning@cityofvancouver.us>; City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>

**Subject:** HP in Section 30, PRJ-165336/LUP-83336

Some people who received this message 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 Mr Person and Vancouver City Council

This email is about HP's site plan application for its development in Section 30. It is not acceptable that the city allow 30 of the 100 acres of the planned HP campus to be developed into parking lots of blacktop surfaces. This has the potential to raise the temperatures significantly in the surrounding area. The English Estate Winery is at risk to absorb the brunt of damages, which will fail to protect its protected status under SECA. The harm of Urban Heat Islands is well established, and the city should aim to be proactive against these risks. I urge the planning committee to invest in mitigation techniques against temperature and wind pattern changes

Thank you for caring about the history of our community.

James Clark

Vancouver, WA

--

James Clark

MD/MPH Candidate

OHSU School of Medicine



**From:** [City of Vancouver - Office of the City Manager](#)  
**To:** [Dollar, Sarah](#)  
**Subject:** FW: HP in Section 30, PRJ-165336/LUP-83336  
**Date:** Monday, July 3, 2023 8:05:00 AM

---

FYI

-Kristin

-----Original Message-----

From: Kelsey Guy [REDACTED]  
Sent: Saturday, July 1, 2023 6:36 PM  
To: City CDD Planning <cddplanning@cityofvancouver.us>; City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>  
Subject: HP in Section 30, PRJ-165336/LUP-83336

[Some people who received this message don't often get email from [REDACTED]. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

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 Mr. Person and Vancouver City Council

This email is about HP's site plan application for its development in Section 30. It's my opinion that the materials submitted do not provide enough information to assess the environmental impacts of the project on the English Farm and Winery. The Winery is an important part of our community. The English Farm has historical value that SEPA and the City Code require the City to protect. When Section 30 became part of the City, the City Council was very careful to protect the English Farm and its Winery. It identified them as a key property that was to be protected, because it was an important part of the City's goals and vision for Section 30.

I wholeheartedly agree. I have been visiting English Farm for many years, and enjoy stepping back in time and appreciating the old buildings, mature trees, and vineyards. As the surrounding area develops, this place becomes more and more important to me.

It would be a terrible shame if the City allowed the heat from acres and acres of parking lots to destroy the vineyards. I know HP's application says the buildings will not cause any harm and will not block views, but HP did not provide any studies or data or proof of those statements. We are excited for the jobs that HP will bring to our community. We simply want to ensure that we don't lose the Winery in the process. This is not an "either or" decision.

Thank you for caring about the history of our community.

Kelsey Walgenbach

Vancouver, WA

**From:** [Wynn Grcich](#)  
**To:** [Rebecca Messinger](#); [Dollar, Sarah](#)  
**Subject:** Watch "EARLY ACCESS Dr David E Martin - Covid Was An Act Of War Against The Human Race" on YouTube. Please send to councils and MELNECK. Put on public record, confirm that you did. Thanks from Wynn.  
**Date:** Thursday, June 29, 2023 10:50:16 PM

---

**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.

[https://youtu.be/icdo5jB\\_WG8](https://youtu.be/icdo5jB_WG8)

**From:** [Wynn Grich](#)  
**To:** [Rebecca Messinger](#); [Dollar, Sarah](#)  
**Subject:** Fwd: Anaheim's \$25-an-hour minimum wage special election moved to Oct. 3  
**Date:** Thursday, June 29, 2023 7:53:33 AM

---

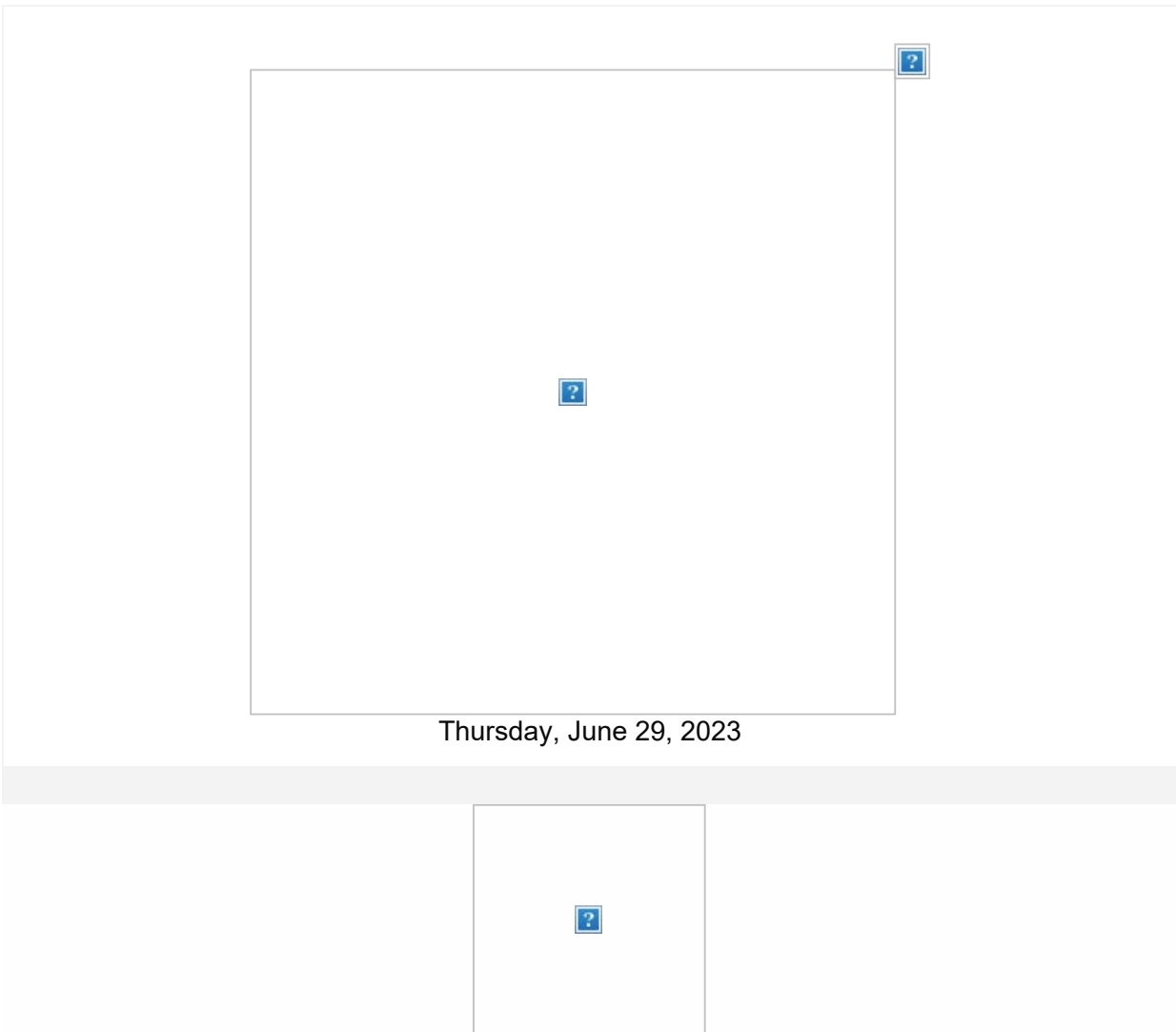
**CAUTION:** This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Send to councils. Put on public record confirm that you did. We need minimum wage raised to afford living in Clark County.

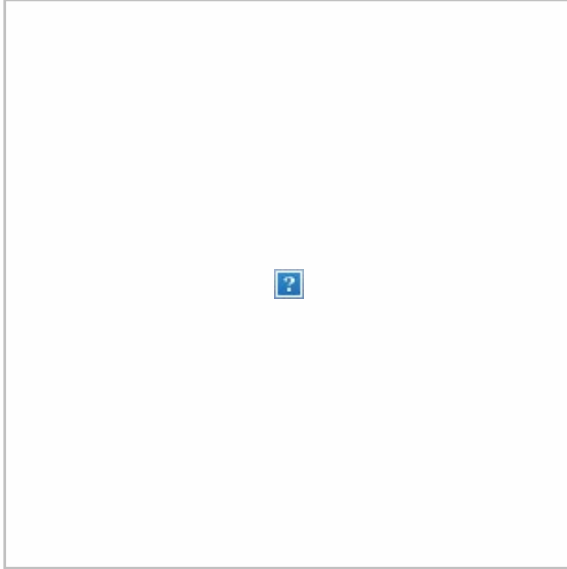
----- Forwarded message -----

**From:** **Orange County Register** <[email@newsletters.ocregister.com](mailto:email@newsletters.ocregister.com)>  
**Date:** Thu, Jun 29, 2023, 6:17 AM  
**Subject:** Anaheim's \$25-an-hour minimum wage special election moved to Oct. 3  
**To:** [REDACTED]

[View this email with images.](#)



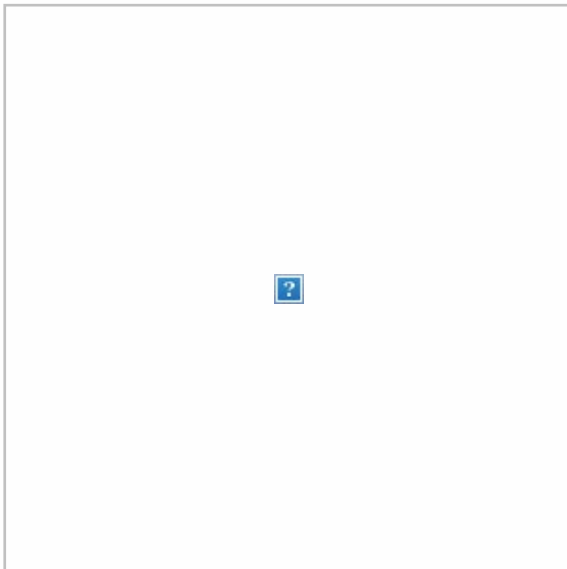
## Anaheim's \$25-an-hour minimum wage special election moved to Oct. 3



The Anaheim City Council agreed to delay the election by three weeks from Sept. 12 to give election officials more time to prepare and print election materials.

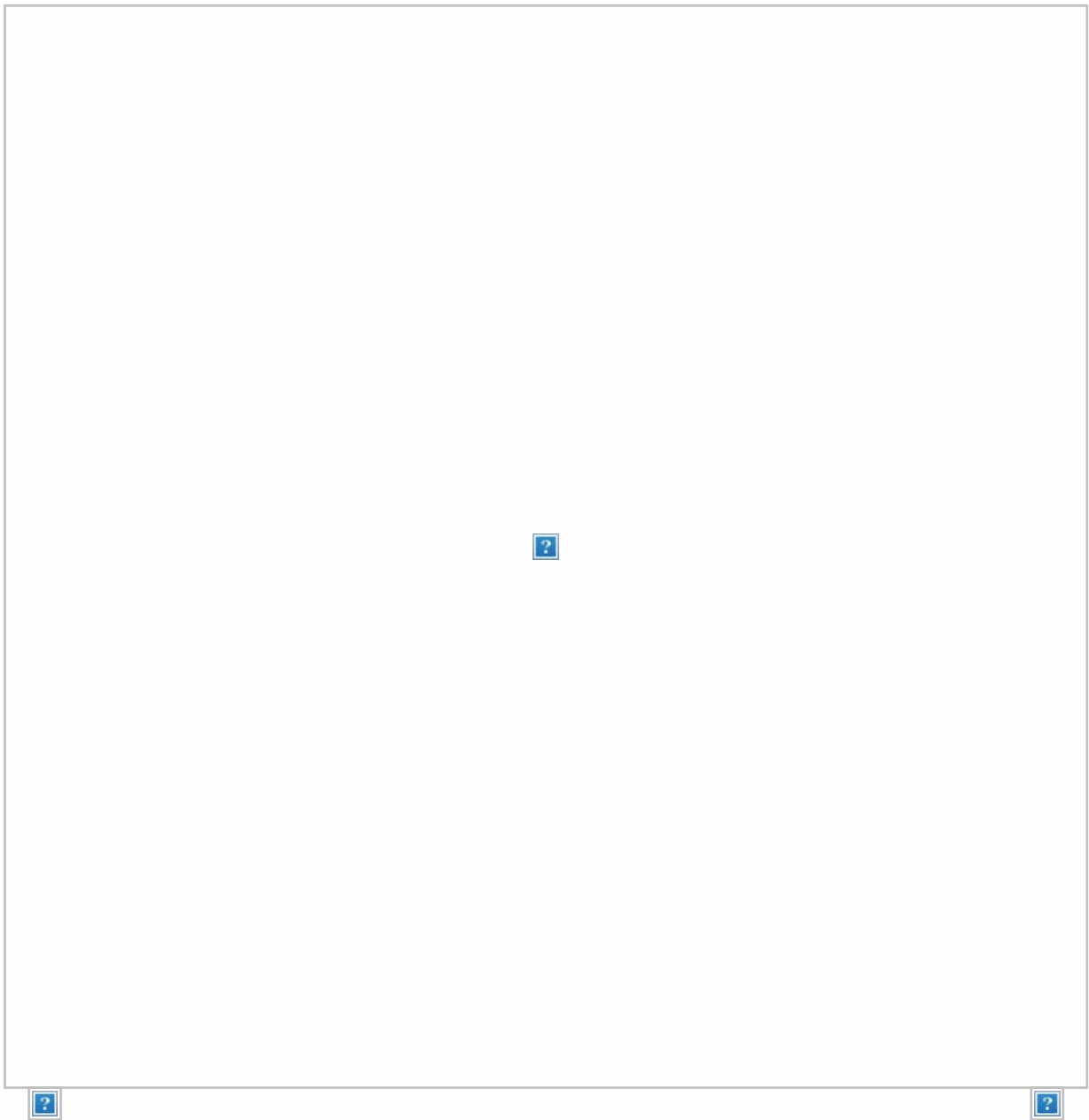
[Read more →](#)

## 70 homes planned for Irvine Meadows Amphitheatre site



It's part of an Irvine Co. community with 4,400-plus housing units.

[Read more →](#)

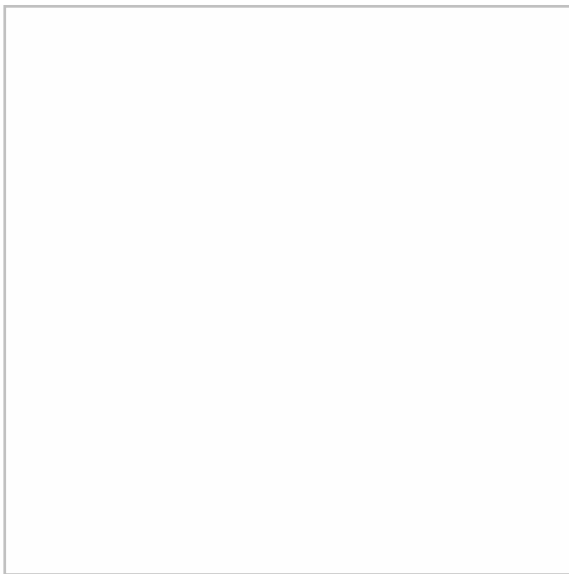


## Two more victims identified in Long Beach crash that killed 5 people

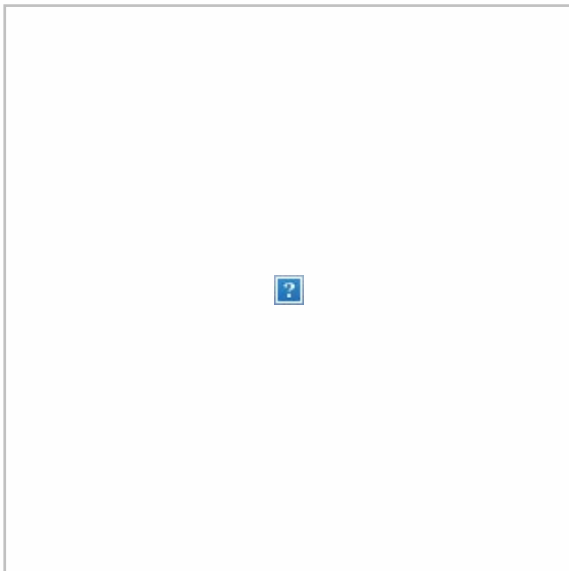
The crash was reported at 4:12 a.m. Monday on the northbound 710 Freeway at the transition to the eastbound 91 Freeway.

[Read more →](#)

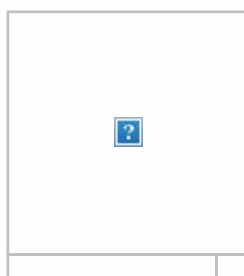




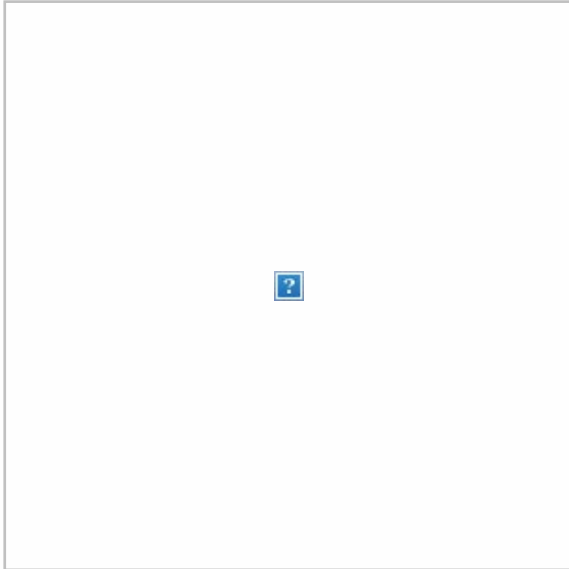
## The Real Housewives of Orange County are full of mechanical bull



They head to Montana this week: Do the housewives know you don't go flyfishing in Chanel rain boots? Nope. Or ride a mechanical bull in a miniskirt? Of course not.



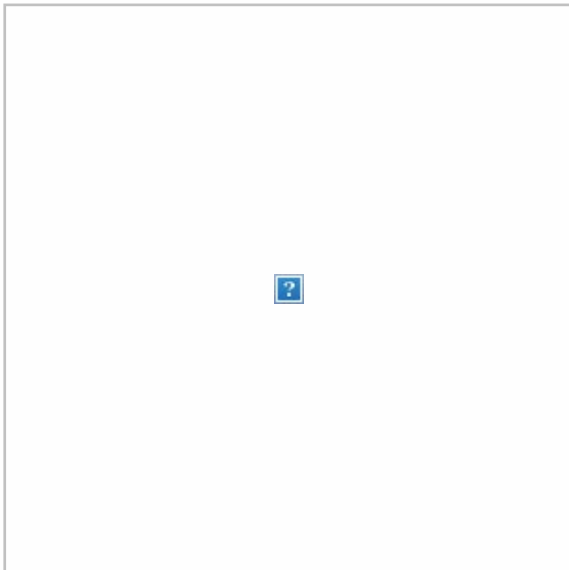
## Amtrak train with 198 passengers derails in Moorpark after hitting truck on tracks



Fourteen people on the train were taken to hospitals with minor injuries, while the truck driver was taken to a trauma center with a head injury, a fire official said.

[Read more →](#)

## Buena Park OKs new housing development near Downtown Mall



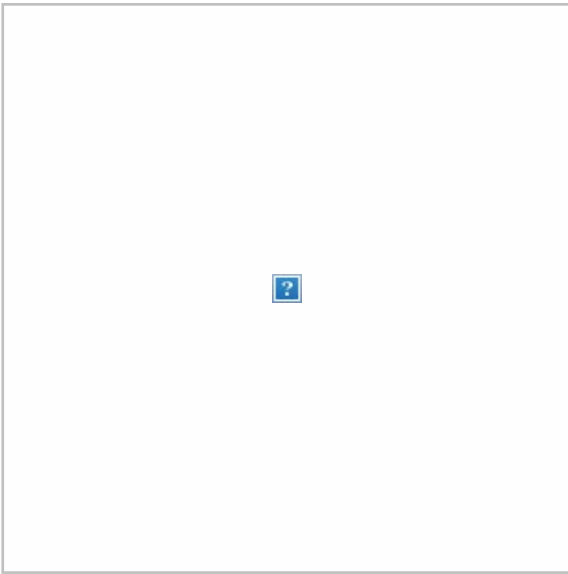
A vacant Sears and sprawling parking lot will be replaced with new housing and a publicly-accessible park.

[Read more →](#)

## Long Beach man accused of killing ex-girlfriend in Aliso Viejo spa bombing once again on trial

Stephen Beal's first federal trial ended with a hung jury and a mistrial

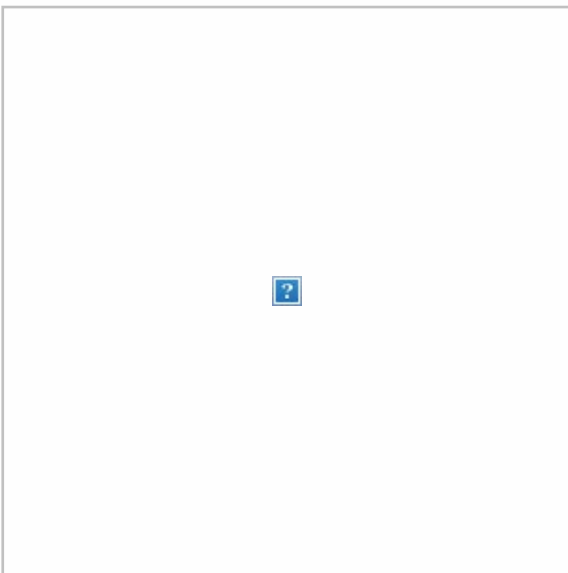
[Read more →](#)



[Read more →](#)



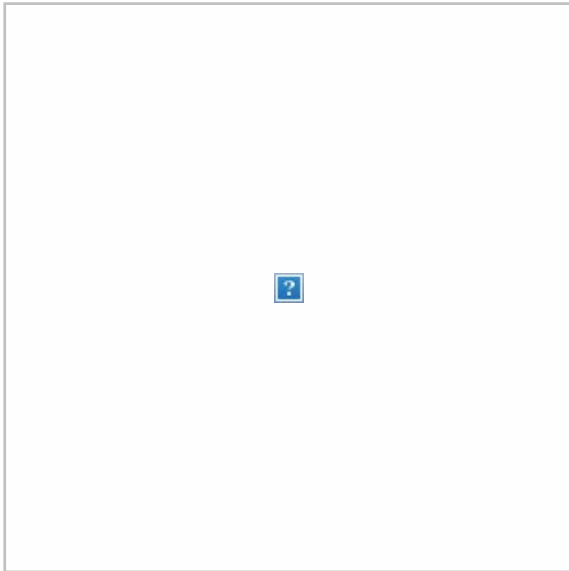
## Man charged in suspected Tustin drunken driving crash that killed Laguna Hills woman



The man allegedly had a blood-alcohol level more than five times the legal limit.

[Read more →](#)

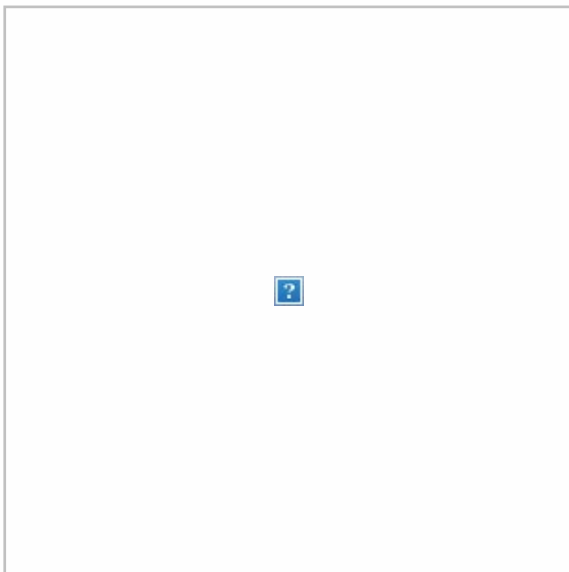
## Ex-Angels player Gary Matthews Jr. lists Corona del Mar home for \$22M



The 6,232-square-foot blufftop house has four bedrooms, six bathrooms and floor-to-ceiling glass walls with views of Newport Harbor, Balboa Island and the Pacific Ocean.

[Read more →](#)

## New sponsor, new vibe announced for US Open of Surfing in Huntington Beach



Moto freestyle will be coming back full throttle at the upcoming U.S. Open of Surfing in Huntington Beach.

[Read more →](#)



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**From:** [Wynn Grcich](#)  
**To:** [Rebecca Messinger](#); [Dollar, Sarah](#)  
**Subject:** GMO food people and animals.  
**Date:** Wednesday, June 28, 2023 12:17:14 PM

---

**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.

Put on public record, give to councils and confirm that you did. The health board forgot to say the mRNA jabs they recommend mutate our genes and people that are not 100% organic have no human rights. This should have been disclosed thanks from Wynn

**From:** [Wynn Grcich](#)  
**To:** [Rebecca Messinger](#); [Dollar, Sarah](#)  
**Subject:** Covid Is genocide  
**Date:** Wednesday, June 28, 2023 12:10:51 PM

---

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<https://youtu.be/GaD8qEWJglY>.

Give to councils. Put on public record  
and confirm that you did. That you did. Thanks from Wynn

**From:** [Wynn Grcich](#)  
**To:** [Rebecca Messinger](#); [Dollar, Sarah](#)  
**Subject:** Gene edited food  
**Date:** Wednesday, June 28, 2023 12:08:23 PM

---

**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.

[https://www.theepochtimes.com/health/meet-your-new-gene-edited-salad\\_5332574.html?utm\\_source=Health&src\\_src=Health&utm\\_campaign=health-2023-06-28&src\\_cmp=health-2023-06-28&utm\\_medium=email](https://www.theepochtimes.com/health/meet-your-new-gene-edited-salad_5332574.html?utm_source=Health&src_src=Health&utm_campaign=health-2023-06-28&src_cmp=health-2023-06-28&utm_medium=email). Send to council and MELNECK. Put on public record and confirm that you did. Thanks. From Wynn



**From:** [Wynn Grcich](#)  
**To:** [Rebecca Messinger](#); [Dollar, Sarah](#)  
**Subject:** Dr. DAVID MARTIN  
**Date:** Wednesday, June 28, 2023 9:42:28 AM

---

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

<https://youtu.be/GaD8qEWJglY>.

Put on public record. Confirm that you did. Thanks. From Wynn

Send to city council and MELNECK.

**From:** [Wynn Grich](#)  
**To:** [Rebecca Messinger](#); [Dollar, Sarah](#)  
**Subject:** Fwd: Cancer is Exploding because of CV19 Vax – Dr. Betsy Eads, Greg Hunter  
**Date:** Wednesday, June 28, 2023 2:07:34 AM

---

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----- Forwarded message -----

From: rcoones102 [REDACTED]  
Date: Sun, Jun 25, 2023 at 6:19 AM  
Subject: Cancer is Exploding because of CV19 Vax – Dr. Betsy Eads, Greg Hunter  
To:  
**Please send to the city councils and Melneck. put on public record and confirm that you did. Thanks Wynn**

## Cancer is Exploding because of CV19 Vax – Dr. Betsy Eads, Greg Hunter

<https://rumble.com/v2w777c-cancer-is-exploding-because-of-cv19-vax-dr.-betsy-eads.html>

Dr. Betsy Eads has been warning for more than a year about extreme disease and death coming because of the Cv19 bioweapon/vax. Dr. Eads has been punished by the medical community for being a CV19 vax truth warrior. Everything she predicted has happened, and it is guaranteed to get worse—much worse. Using [fresh data just on breast cancers](#) alone posted by the American Cancer Society on Cancer.org, Dr. Eads explains, “From Cancer.org, in the year 2019 for those women under 45 years old (with breast cancer), it was 26,660. It 2020, it was 26,500. In 2021 when the CV19 vax rolled out, it was 26,561. . . . Cancer was not seen in the initial rollout because it took some time for the spike protein delivery. So, in 2022, those numbers went from 26,561 to 47,000. That is a two-fold increase. That’s a direct result of the mRNA (CV19) shots. In 2023, it went up six-fold to 297,000 breast cancer cases, and we are not even done with 2023. That may be as high as 500,000 breast cancer cases. So, cancer is exploding, and there is a direct correlation to the mRNA (CV19) vaccines. . . . The data is just pouring out. The Department of Defense DMED data has cancers up 600% to 1,300%.”

The good news is there are new treatments for cancer. The bad news is information on those treatments are being suppressed. Dr. Eads says, “I use science-backed papers. If you type in NIH, Ivermectin and cancer, it will spit out a bunch of papers of proof that Ivermectin treats cancer. If you go and search Fenbendazole studies from Europe, you will see at least 63 papers on Fenbendazole as a treatment for cancer, but not all cancers. . . . There are a number of them that show the combination of Ivermectin, Fenbendazole and B17 as (treatments) and cures for cancer, but not all cancers. . . . There is enough literature (peer-reviewed scientific studies) to support using those. . . . They suppress those studies, and, of course, it is not going to get out into the mainstream media. Of course, that is all propaganda. . . . On December 29, 2012, President Obama signed HR 4310. The 2013 National Defense Authorization Act (NDAA). Basically, section 1078 of that bill authorizes the use of propaganda inside the USA, which had previously been banned since 1948. . . . They legalized propaganda. So, they legalized mainstream media,

Big Pharma, Hospitals and doctors . . . to put out campaigns against Hydroxychloroquine (HCQ) and Ivermectin.”

In February 2023, Dr. Eads predicted there would be [“At least 1 billion dead or disabled from the CV19 bioweapon/vax.”](#) Is Dr. Eads sticking by that prediction? Dr. Eads says, “Yes, I am, and, actually, it’s going to be higher than that. . . . A paper recently came out showing 600,000 Americans a year are dying from Covid shots. That data is supported by people like Ed Dowd. He looked at the actuary numbers in life insurance companies. We don’t have good data from the hospitals because they are not reporting vaccine injuries and death. They are not correlating the deaths with the mRNA vaccines. They are doing this on purpose.”

Dr. Eads says the number of deaths from the mRNA injections may be 1.2 billion per year world-wide. Eads says, “If we allowed doctors to use Ivermectin, HCQ and CDS (Chlorine Dioxide Solution), we would not have 600,000 a year dead (from the CV19 injections), and I believe that is a low number. We would not have that, and that’s the tragedy. This is a democide.”

Sent with [Proton Mail](#) secure email.

**From:** [Wynn Grcich](#)  
**To:** [Rebecca Messinger](#); [Dollar, Sarah](#)  
**Subject:** Watch "Boy Forgives His Mother for Raising Him as a Girl" on YouTube  
**Date:** Tuesday, June 27, 2023 7:48:14 AM

---

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

<https://youtu.be/N2RcbUrD01c>.

Please put this on public record. Give to councils and MELNECK. Confirm that you did. Thanks. From Wynn

**From:** [Wynn Grcich](#)  
**To:** [Rebecca Messinger](#); [Dollar, Sarah](#)  
**Subject:** Watch "Death Certificates "Fraudulently Omitted" mRNA Vaccine Reactions: John Beaudoin, Sr – Ask Dr. Drew" on YouTube. Please send to council and MELNECK. Put on public record and confirm that you did. THANKS FROM. WYNN  
**Date:** Saturday, July 1, 2023 7:41:54 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.

<https://www.youtube.com/live/3lmYEWtSSEs?feature=share>



## CITY COUNCIL MEETING MINUTES

Vancouver City Hall | Council Chambers | 415 W. 6th St.  
PO Box 1995 | Vancouver, WA 98668-1995  
[www.cityofvancouver.us](http://www.cityofvancouver.us)

Anne McEnery-Ogle, Mayor

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

## July 10, 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](http://www.cvtv.org) and CVTV cable channels 23 or HD 323, or on the City's Facebook page, or [www.facebook.com/VancouverUS](http://www.facebook.com/VancouverUS).*

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

*[https://www.cvtv.org/vid\\_link/35731?startStreamAt=0&stopStreamAt=7566](https://www.cvtv.org/vid_link/35731?startStreamAt=0&stopStreamAt=7566)*

### **4:00-5:00 p.m. Fourth Plain for All**

*Shannon Williams, Senior Planner, 360-487-7898*

#### **Summary**

Staff led Council through a discussion of Fourth Plain for All.

### **5:00-6:00 p.m. Transportation System Plan Update**

*Kate Drennan, Principal Planner, 360-487-7959*

## **Summary**

Staff led Council through a discussion of the Transportation System Plan Update.

## **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](http://www.cvtv.org) and CVTV cable channels 23 or HD 323, or on the City's Facebook page, [www.facebook.com/VancouverUS](http://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/35733?startStreamAt=0&stopStreamAt=2919](https://www.cvtv.org/vid_link/35733?startStreamAt=0&stopStreamAt=2919)*

*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, Hansen and Mayor McEnerny-Ogle

**Absent:** None

## **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 1-6)**

**Motion by Councilmember Paulsen, seconded by Councilmember Hansen, and carried unanimously to approve the Consent Agenda.**

### **1. Bid Rejection - Bid #23-25: W Fourth Plain Water & Sewer Improvements**

Staff Report: 135-23

*This project was bid on June 6, 2023, for the construction of water and sewer improvements in West Fourth Plain between Lincoln Avenue and Main Street and connecting side streets. The project limits are shown on the attached map. One bid was received and opened. The bid was \$3,249,594.23 which is 57% higher than the Engineer's Estimate of \$2,075,000. The lack of other bidders and a higher-than-expected construction cost can likely be attributed to the project having a short time frame for construction. Bidders were given a time constraint for the utility project to be completed by October 1, 2023, to get in front of a grant funded transportation project that will reconstruct the intersection of West Fourth Plain Boulevard and Franklin Street. The intersection to be reconstructed lies in the middle of the utility project route. It is important for the underground utilities to be constructed first to avoid impacting the intersection after it has been reconstructed.*

*After bid opening, further interdepartmental coordination has resulted in a shift in construction priorities that will allow the utility project a longer time frame for construction. The Transportation Group has agreed to delay the start of their grant funded intersection project to enable the utility project to have a construction time frame extending to May 1, 2024. The longer time frame should attract more bidders and alleviate construction costs associated with expediting the utility work. Rejecting the bid will allow the project to be rebid with the longer construction time frame.*

Request: On July 10, 2023, reject the bid to facilitate changes to the construction time frame and allow the project to be rebid.

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

**Motion approved the request.**



2. **Bid Award for East Orchards Fourth Plain Stormwater Retrofits per Bid # 23-03**

Staff Report: 136-23

*Currently stormwater runoff from East Fourth Plain Blvd. flows untreated into several roadside infiltration systems constructed by the Washington Department of Transportation, which have reached the end of their useful life. This project uses Washington Department of Ecology grant funds to install 2 bioretention facilities and infiltration facilities in the public right of way to collect, treat, and infiltrate stormwater runoff. This will ultimately improve water quality in Burnt Bridge Creek.*

*On June 20, 2023, the City received 3 bids for the subject project. The bids ranged between \$2,028,894.00 and \$2,363,000.00. The low bidder was responsive. The bids are as follows:*

| <b>SUMMARY OF BIDS</b>                                 |                       |
|--------------------------------------------------------|-----------------------|
| <b>BIDDER</b>                                          | <b>AMOUNT</b>         |
| <i>Halme Excavating Inc, Battle Ground, WA</i>         | <i>\$2,028,894.00</i> |
| <i>Advanced Excavating Specialists, LLC, Kelso, WA</i> | <i>\$2,327,532.00</i> |
| <i>Tapani, Inc., Battle Ground, WA</i>                 | <i>\$2,363,000.00</i> |
| <i>Engineers' Estimate</i>                             | <i>\$1,875,000.00</i> |

*The contractor intends to meet the 3% apprenticeship goal by utilizing 465 apprenticeship hours of the total 9,289 labor hours for the project.*

Request: On 7/10/2023, award a construction contract for the East Orchards Fourth Plain Stormwater Retrofits project to the lowest responsive and responsible bidder, Halme Excavating Inc, of Battle Ground, WA, USA at their bid price of \$2,028,894.00, which includes Washington State sales tax, and authorize the City Manager or designee to execute the same.

*Aron Rice, Civil Engineer, 360-487-7170*

**Motion approved the request.**

3. **Approval to purchase a Bearcat vehicle under City of Vancouver contract C-101243; HGAC AM10-20 for Lenco Industries**

Staff Report: 137-23

*The Police Department's SWAT Team has a 2005 Lenco Bearcat that is due for replacement this year. A Bearcat is an armored vehicle that uses a Ford F550 chassis as its platform. Reserves from the SWAT fund will be utilized to purchase the replacement vehicle. The purchase was approved by (LEC) on December 12, 2022. Staff is requesting authorization to purchase the Bearcat vehicle under the terms and conditions negotiated*

*between HGAC and Lenco Industries, Contract No. AM 10-20, including Amendment 1 to the contract, by piggybacking on the cooperative purchasing contract.*

*Armored vehicles allow the police department to align with the State of Washington and community's changing expectations of police responses to critical incidents. De-escalation tactics are now a consistent part of law enforcement training and practice throughout the region. These tactics include the concepts of increasing time, distance, and shielding so more options and resources are available to resolve an incident without a significant use of force (RCW 10.120.010). Current industry best practices often involve a police response which includes less lethal use of force tools, officers specially trained in mental health issues and negotiations, and medically trained officers.*

*The armored vehicle is used to transport a team of responders into a dangerous situation to take coordinated actions that are intended to minimize use of force during an incident. In addition to transport and shielding, the Bearcat vehicles provide upgraded lighting, which allows for responding officers to clearly see and better interpret the visual nuances of a particular situation. Amplified sound and public address systems are also a benefit of these vehicles, since they allow officers to communicate effectively with people in hard-to-reach locations, again increasing distance and slowing down the pace of the incident to help de-escalate the situation.*

Request: Authorize the City Manager, or their designee, to approve purchases under contract C-101243 for the life of the contract with Lenco Industries up to the current authorized budget, which is \$341,000.

*Kathy McNicholas, Police Lieutenant, 360-487-7442;  
Daphne Harris, Police Finance and Logistics Supervisor,  
360-487-7498*

**Motion approved the request.**

#### **4. Body Armor Purchase for Vancouver Police Department**

Staff Report: 138-23

*Body armor is associated with vests and helmets to provide ballistic protection to the vital organs in the torso and head. Generally, each vest contains two armor panels held in place by a carrier. Each sworn officer is issued a ballistic vest system and helmet. The ballistic vest system is used to protect personnel and is worn at all times when on duty. Vancouver Police Department also replaces all ballistic vests for officers as the vests near their five-year warranty expiration date. Southwest Washington SWAT Team also utilizes this contract to purchase and replace body armor.*

*Vancouver Police Department purchases body armor through the Washington State Contract #03720 with Municipal Emergency Services. The City has purchased \$252,471 under this contract since March 15, 2021. Purchases are expected to exceed the current \$300,000 threshold, shortly. The current state contract expires on November 10, 2024, with the opportunity for one additional extension to November 10, 2025. This request is to increase the City's not to exceed amount to \$800,000 to allow for continued purchases through the end of the state's contract term.*

Request: Authorize the City Manager, or their designee, to allow for continued purchases utilizing the Washington State Contract #03720 with Municipal Emergency Services up to a maximum of \$800,000.

*Jeff Mori, Chief of Police, 360-487-7472*

**Motion approved the request.**

**5. Approval of Contract with Keen Independent Research LLC to Conduct a Disparity Study**

Staff Report: 139-23

*In the 2023/2024 biennium budget, City Council approved a decision package to have a disparity study conducted. In March, staff issued a Request for Proposal to obtain proposals from individuals/firms/organizations with relevant experience and expertise in conducting comparable studies of discrimination and disparities in contracting and procurement.*

*The disparity study will (i) analyze utilization of Women & Minority Business Enterprises (WMBEs) in City contracts based upon the availability and utilization of ready, willing, and able WMBEs in the City's relevant market area over a five year period, (ii) evaluate the procurement and contracting practices of the City and identify barriers or impediments to the utilization of WMBE firms, (iii) make recommendations as to how the City can lawfully improve its contracting practices to be more inclusive of WMBEs, taking into consideration the requirements of applicable laws, including but not limited to RCW 49.60.400.*

*The City received five proposals in response to our Request for Proposals. After evaluation of the proposals by an evaluation committee, Keen Independent Research LLC was the highest scoring proposal. Keen has completed large disparity studies for the Oregon Department of Transportation, Oregon Department of Aviation, and the City of Atlanta, Georgia. In addition to their disparity study work, Keen Independent Research LLC has also complete a Workforce Equity Study for the City of Tacoma.*

*As work on the disparity study is completed, internal and external stakeholder groups will be engaged to review the work every two months. In addition to the external stakeholder groups, businesses throughout the City of Vancouver will be engaged with survey opportunities and a project website dedicated to providing the business community with updates on the status of the work being done. The public will also have an opportunity to provide additional comments and feedback through the study website and have access to the consultants through a dedicated email address and phone number.*

*At the completion of the disparity study, the final recommendations and report will be brought back to City Council, anticipated to be in July of 2024.*

Request: Authorize the City Manager or designee to execute the contract with Keen Independent Research LLC, for the Disparity Study, in the amount of \$438,900 and take any and all action necessary to enforce the terms thereof.

*Anna Vogel, Procurement Manager, 360-487-8429*

**Motion approved the request.**

**6. Approval of Claim Vouchers**

Request: Approve claim vouchers for July 10, 2023.

**Motion approved claim vouchers in the amount of \$20,917,060.38.**

**Communications**

**A. From the Council**

**B. From the Mayor**

**C. From the City Manager**

Zoning Code Text Changes - Allowances for Commercial Dog Kennels

Bryan Snodgrass, Principal Planner, discussed the Zoning Code Text Changes - Allowances for Commercial Dog Kennels.

**Adjournment**

7:18 p.m.

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Anne McEnery-Ogle, Mayor

Attest:

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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: Please Read Comment into Public Record at tonites meeting July 10th, 2023. Re: Urgent Important Message time is at 4 pm today. The location is he second floor of the Clark County City Hall. (415 West 6th Street )  
**Date:** Monday, July 10, 2023 10:20:19 AM

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FYI

-Kristin

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**From:** Stacey Valenz [REDACTED]  
**Sent:** Monday, July 10, 2023 10:15 AM  
**To:** City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>  
**Cc:** [REDACTED]

**Subject:** Please Read Comment into Public Record at tonites meeting July 10th, 2023. Re: Urgent Important Message time is at 4 pm today. The location is he second floor of the Clark County City Hall. (415 West 6th Street )

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.

City Clerk,

Please read my comment into public records. I am unable to attend tonite.

City Council,

Please set aside and include financial help for our most vulnerable..seniors and disabled, being

priced out of their homes, that they own, at Manufactured home Communities across Washington, by corporate investors. These investors are purchasing communities, behind and with failure to follow RCW59.20 requirements of " Good Faith", with purpose to resell homes, as homeowners are priced out, evicted and unable to relocate their homes.

My community was purchased by Collective Communities, late last year, whose management, both before and after purchasing, sent lot rent increases of 17-30%, the lot size 35'x65' to increase over \$900, as they attempt to set this rate across Washington, for our seniors, mostly on fixed disability income. Most communities in our area rent is \$770.

The Company boost learning from Manufactured Home Property Institute or University which teaches preying on the most vulnerable low income homeowners. They recently purchased 10 additional communities, the same way. They still fail to disclose the investor owners, which is another requirement of RCW59.20.

We need to keep our most vulnerable with fixed incomes, after working all their lives, of \$500-\$2000, housed and healthy!

Please hear and act on their well being, and concerns. We need you to act on this now, as daily additional seniors are being added to homelessness.

Thank you for consideration

Stacey Valenzuela

Kenmore MHP Advocate

On Mon, Jul 10, 2023, 8:58 AM Karen Morrison [REDACTED] > wrote:

Please see the following link. I am hoping with the later time frame that many of you will be able to attend.

<https://www.cityofvancouver.us/citycouncil/page/city-council-meeting-agendas-and-minutes> 4 PM.

Good morning beautiful souls Today Monday, July 10 at 4:00 pm in City Hall on the second floor Angelica, Shannon and Monica steering committee leaders for Fourth Plain For All, will be presenting a plan to City Council on how the 26 million funding dollars should be spent. We were able to advocate for rental assistance programs and adequate safe, sanitary, affordable permanent housing. I hope you will be able to attend I apologize for the late notice and the change of the time to 4 pm.

Peace, and Unity,

Respectfully,

Karen Morrison, Senior Executive Director

Odyssey World International Education Services

[REDACTED]  
[www.odysseyworld.org](http://www.odysseyworld.org)





**From:** [Wynn Grcich](#)  
**To:** [Rebecca Messinger](#); [Dollar, Sarah](#); [Harris, Rep. Paul](#)  
**Subject:** Watch "Lawyer Files BILLION Dollar Lawsuit Over COVID Cover-up: Tom Renz w/Dr. Kelly Victory – Ask Dr. Drew" on YouTube  
**Date:** Monday, July 3, 2023 5:16:54 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.

[https://www.youtube.com/live/pzE1Bf\\_8aOw?feature=share](https://www.youtube.com/live/pzE1Bf_8aOw?feature=share). Send to the councils  
and MELNECK. Put on public record. Confirm you did. Thanks from Wynn

**From:** [Wynn Grcich](#)  
**To:** [Rebecca Messinger](#); [Dollar, Sarah](#)  
**Subject:** Watch "EARLY ACCESS Dr David E Martin - Covid Was An Act Of War Against The Human Race" on YouTube  
**Date:** Tuesday, July 4, 2023 10:51:03 AM

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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.

<https://youtu.be/jPeeifwrd7w>.

Please, Send to councils and  
MELNECK. Put on public record and confirm that you did. Thanks again, from Wynn

**From:** [Wynn Grcich](#)  
**To:** [REDACTED]; [Rebecca Messinger](#); [Dollar, Sarah](#)  
**Subject:** Watch "Covid Was An Act Of War Against The Human Race - Dr David E Martin | Part 1 of 2" on YouTube  
**Date:** Wednesday, July 5, 2023 12:41:12 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.

<https://youtu.be/EByeLh19j1I>.

Please give this video to council members. PUT ON PUBLIC RECORD. confirm that you did. Thanks Wynn

**From:** [Wynn Grcich](#)  
**To:** [REDACTED]; [Rebecca Messinger](#); [Dollar, Sarah](#)  
**Subject:** Watch "Covid Was An Act Of War Against The Human Race - Dr David E Martin | Part 1 of 2" on YouTube  
**Date:** Wednesday, July 5, 2023 12:41:12 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.

<https://youtu.be/EByeLh19j1I>.

Please give this video to council members. PUT ON PUBLIC RECORD. confirm that you did. Thanks Wynn

**From:** [Wynn Grcich](#)  
**To:** [Dollar, Sarah](#); [Rebecca Messinger](#)  
**Subject:** Watch "Millions Killed For Profit - Covid Was State Sponsored Genocide - Dr. David Martin To EU Parliament" on YouTube  
**Date:** Thursday, July 6, 2023 2:46:58 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.

<https://youtu.be/UwnqCzuug8I>.

I am sending this again because of the title. Share with council members and MELNECK. Put on public record. Thanks from Wynn. The title says it all

**From:** [Wynn Grcich](#)  
**To:** [Rebecca Messinger](#); [Dollar, Sarah](#)  
**Subject:** Watch " The Extinction Protocol: How We Are All Being Prepared for the End - David Icke" on YouTube  
**Date:** Wednesday, July 5, 2023 1:07:41 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.

<https://youtu.be/NxD9A6u6BNk>.

Please send to council members, put on public record and confirm you did. Thats from Wynn



## CITY COUNCIL MEETING MINUTES

Vancouver City Hall | Council Chambers | 415 W. 6th St.

PO Box 1995 | Vancouver, WA 98668-1995

[www.cityofvancouver.us](http://www.cityofvancouver.us)

Anne McEnery-Ogle, Mayor

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

## July 17, 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](http://www.cvtv.org) and CVTV cable channels 23 or HD 323, or on the City's Facebook page, or [www.facebook.com/VancouverUS](http://www.facebook.com/VancouverUS).*

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

[https://www.cvtv.org/vid\\_link/35751?startStreamAt=0&stopStreamAt=7244](https://www.cvtv.org/vid_link/35751?startStreamAt=0&stopStreamAt=7244)

### **4:00-5:00 p.m. Main Street Promise Streetscape Project**

*Teresa Brum, Deputy Economic Development Director, 360-487-7949*

#### **Summary**

Staff led Council through a discussion of the Main Street Promise Streetscape Project.

### **5:00-6:00 p.m. Evergreen and Grand Commercial Corridors Strategy Implementation Update**

Becky Coutinho, Associate Planner, 360-487-7899

### **Summary**

Staff led Council through a discussion of the Evergreen and Grand Commercial Corridors Strategy Implementation Update.

## **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](http://www.cvtv.org) and CVTV cable channels 23 or HD 323, or on the City's Facebook page, [www.facebook.com/VancouverUS](http://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/35753?startStreamAt=0&stopStreamAt=4162](https://www.cvtv.org/vid_link/35753?startStreamAt=0&stopStreamAt=4162) 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, Hansen and Mayor McEnerny-Ogle

**Absent:** None

### **Approval of Minutes**



Minutes - June 26, 2023

**Motion by Councilmember Hansen, seconded by Councilmember Stober, and carried unanimously to approve the meeting minutes of June 26, 2023.**

## **Community Communications**

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

## **Consent Agenda (Items 1-8)**

**Motion by Councilmember Paulsen, seconded by Councilmember Fox, and carried unanimously to approve the Consent Agenda.**

### **1. Award of contract for the purchase of City Apparel RFP 11-23**

Staff Report: 140-23

*On May 3, 2023, the City received 4 proposals for evaluation. After an evaluation of the proposals by a team made up of representatives from across the City, it was determined that Esix Sportswear was the highest scoring firm.*

*The contract duration will be for five (5) years. It is anticipated that over the next 5 years, the City will spend more than \$300,000 for department apparel needs, which is above the threshold requiring Council approval.*

Request: Authorize the City Manager, or their designee, to award the apparel contract and approve purchases by City departments to the most responsive bidder, Esix Sportswear. Contract will be for all schedules, A – D.

Anna Vogel, Procurement Manager, 360-487-8429

**Motion approved the request.**

### **2. Professional services agreement for Interstate Bridge Replacement (IBR) Program consultant support**

Staff Report: 141-23

*The Environmental phase of the IBR Program consists of technical analysis and further development of design options for elements included in the Modified Locally Preferred Alternative adopted in July 2022. Due to the complex and quick-moving nature of the IBR Program, City staff seeks consultant support to assist with ensuring that IBR Program design options meet the City's needs and desired outcomes. Areas of proposed consultant support include:*

- *Downtown Transit District and multimodal considerations*
- *development of an urban design framework*
- *placemaking and open space planning*
- *defining redevelopment opportunities and strategies*
- *community engagement.*

*After a competitive procurement process, the project evaluation committee selected Nelson\Nygaard's proposal as the best suited to address the overall nature and complexity of this work.*

Request: Award a consulting services contract with Nelson\Nygaard to provide professional planning support services for the City of Vancouver related to the Interstate Bridge Replacement Program in the amount of \$665,440 and authorize the City Manager or designee to negotiate and execute a contract for the same.

*Katherine Kelly, Senior Policy Advisor, 360-644-4446*

**Motion approved the request.**

**3. Award of professional services agreement to the Fourth Plain Forward non-profit as the Fourth Plain Commons Operator, per RFP 8-23**

Staff Report: 142-23

*In 2015, the City of Vancouver worked with the community to develop the Fourth Plain Forward Action Plan, a framework for equitable development on the Fourth Plain corridor as new investment came into the community, including a significant bus rapid transit (BRT) investment called the Vine that is now complete. Broadly, the Action Plan focuses on supporting small businesses, building community capacity, addressing pedestrian safety issues, and increasing access to economic opportunity and affordable housing near transit.*

*In alignment with the 2015 Action Plan, the City of Vancouver and Vancouver Housing Authority partnered to make a catalytic investment in the Fourth Plain community that will provide family-sized affordable housing, up-stream services for both businesses and residents, and much needed community spaces all near schools and other community services and on a high-capacity transit line (The Vine BRT).*

*The Vancouver Housing Authority will own and operate 106 affordable housing units, and the City of Vancouver will own the ground floor commercial space that will include the following components:*

- *A commercial kitchen incubator to launch and support emerging food-based businesses.*

- *A shared office space to co-locate upstream services to make it easier for residents and businesses to access resources on the corridor.*
- *A community event space that can be rented for festivals, birthdays, trainings, and other events.*
- *A public plaza with infrastructure to support a Vancouver Farmer's Market satellite market and other community-serving events.*
- *A play area and activity lawn to provide outdoor recreation opportunities for the Commons and surrounding community.*

*On January 13, 2023, a Request for Proposals (RFP) was issued to select an operator to manage the City-owned spaces listed above on behalf of and in coordination with the City of Vancouver. General requirements of an operator include:*

- *General Operations: property management; tenant/rental coordination for the shared office space, commissary kitchen, community event space and outdoor plaza; data management*
- *Program Management: coordinate programs and services; develop inclusive and collaborative space planning; develop and maintain partnerships; community engagement*
- *Reporting: annual financial and programmatic reporting; program evaluation; Section 108 Loan reporting*
- *Regular coordination with City staff*

*On February 8, 2023, the City received one proposal for the operations of the office space, commissary kitchen, event space, and outdoor plaza and play area. This proposal, from Fourth Plain Forward, was very detailed and more than met the expectations and requirements in the RFP.*

**Request:** Award a professional services agreement for the operation of the Fourth Plain Commons City-owned commercial spaces to Fourth Plain Forward of Vancouver, WA, in the amount of \$475,433.40, and authorize the City Manager or designee to execute the same.

*Shannon Williams, Senior Planner, 360-487-7898*

**Motion approved the request.**

#### **4. Commercial Lease Agreement between City of Vancouver and Fourth Plain Forward**

Staff Report: 143-23

*The City of Vancouver has implemented a multi-year initiative to improve the portion of the Fourth Plain Corridor known as Vancouver's International Business District which is home to the City's most diverse and lowest income neighborhoods. The City of Vancouver and Vancouver Housing Authority have collaborated on a new project – Fourth Plain Community Commons – a mixed use project located on Fourth Plain Boulevard that*

*includes affordable housing on the upper floors and a flexible community-serving space on the ground floor. The ground floor community spaces (commercial kitchen incubator, shared office space, community event space and public plaza) are envisioned as flexible areas where the Fourth Plain community can gather, hold events and access services.*

*Fourth Plain Forward is a non-profit corporation whose platform is to support the success of area residents, promote the unique identity of the International District and work to improve the physical environment of the district within the Fourth Plain corridor. The district consists of 5 neighborhoods with over 10 different languages spoken, 150+ local businesses and 23,000+ local residents. As the chosen partner to manage the Fourth Plain Community Commons flexible community-serving space (Commons), the ability for Fourth Plain Forward to also have an office environment within the district will allow them to provide a more accessible meeting space where staff from partner organizations, like the Hispanic Metropolitan Chamber and Workforce Southwest Washington can meet with clients, closer to where they live and do business, allow their board to work closely with the management staff for the Commons space, and provide local access space for those in the community that are interested in additional resources outside of the platform that the Commons provides.*

*It is proposed to enter into a Commercial Lease Agreement with Fourth Plain Forward for approximately 980 square feet for a Five-year (5-yr) term.*

Request: Ratify the attached Commercial Lease Agreement between City of Vancouver and Fourth Plain Forward and authorize the City Manager, or their designee, to execute the document.

*Linda Carlson, Property Management Specialist, 360-487-8423*

**Motion approved the request.**

**5. Commercial Lease Agreement between City of Vancouver and Mirna Echavarria d/b/a/ Amazing Hair by Mirna**

Staff Report: 144-23

*The Zhen building, located at 5107 E. Fourth Plain Boulevard, was purchased by the City in 2018 as part of the Operations Center property consolidation efforts. Upon further research and consideration of the needs for our Operation Center, it was determined that this location would not serve the needs of our services on a long-term basis and a new location has been purchased to accommodate our future Operations Center needs.*

*This building is a Class C office/retail space that is anticipated to be part of the overall re-development of this area upon completion of a new Operations Center complex. It is our goal to maintain tenancy in this*

*building until re-development occurs. Amazing Hair by Mima is a minority woman owned hair salon currently utilizing one of the suites within the building. In order to continue the City's initiative to provide services to the Fourth Plain International District, which is home to the City's most diverse and lowest income neighborhoods, staff is recommending that a new 5-year lease agreement be entered into with Amazing Hair by Mima.*

*It is proposed to enter into a Commercial Lease Agreement with Mima Echavarria d/b/a Amazing Hair By Mima for approximately 1,400 square feet for a Five-year (5-yr) term.*

Request: Ratify the attached Commercial Lease Agreement between City of Vancouver and Mima Echavarria d/b/a/ Amazing Hair By Mima and authorize the City Manager, or their designee, to execute the document.

*Linda Carlson, Property Management Specialist, 360-487-8423*

**Motion approved the request.**

**6. Marine Program Private/Public Partnership Cash Donations – United Grain**

Staff Report: 145-23

**A RESOLUTION** accepting donations from United Grain for 2022 and 2023 to support Vancouver Fire's Marine Response Program.

*Prior to the award of the federal 2009 Port Security grant in 2012, Vancouver Fire hired an outside consultant to solicit interest in establishing and maintaining an ongoing marine response program and acquiring a new vessel to serve as a platform for the program.*

*As part of the consultation, stakeholders were asked if they would be interested in providing initial funding via pledges to help kickstart expanding the program. United Grain was one of the commercial stakeholders pledging ongoing support over the first ten years of the program, rounding out their commitment with donations of \$30,000 in 2022 and \$40,000 in 2023.*

*During 2022 year-end grant administration of an unrelated donation, the ordinance requirement for Council acceptance came to light in this instance.*

Request: Adopt a resolution to accept \$70,000 United Grain marine program donations.

*Tom O'Connor, Fire Division Chief, 360-487-7206*

**Motion adopted Resolution M-4240 to approve the request.**

**7. Development Impact Fee Waiver- Laurel Manor restricted income housing**

Staff Report: 146-23

**A RESOLUTION** of the City Council of the City of Vancouver Washington approving a partial exemption of the collection of Traffic Impact fees in the amount of 38,527.44 and Park Impact Fees in the amount of \$168,920.00 for the Laurel Manor low-income, senior housing development.

*The subject development is a four story 82-unit senior housing project located on 66th Avenue immediately West of the SR-500 and Andresen Road intersection. The project is being developed by the Vancouver Housing Authority. The applicant is requesting a partial 80% exemption of Transportation and Park impact fees for the development.*

*In 2016 Council approved Ordinance M-4154 allowing a partial exemption or full waiver of transportation and parks impact fees to support affordable housing projects.*

*For residential developments of four or more units the City may, by resolution of the Council, partially exempt up to 80% of the impact fees or fully waive 100% of the impact fees. If Council only partially exempts the development up to 80% of the impact fee then there is no requirement to pay the exempted portion of the fee from public funds. If Council fully waives the development from impact fees, the remaining 20% of the waived fee must be paid from public funds other than impact fee accounts. Impact fee rates may not be increased to recapture impact fees lost through the exemption/waiver process.*

Request: Adopt the resolution granting an 80% exemption to Park and Transportation impact fees for the Laurel Manor senior housing development.

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

**Motion adopted Resolution M-4241 to approve the request.**

**8. Approval of Claim Vouchers**

Request: Approve claim vouchers for July 17, 2023.

**Motion approved claim vouchers in the amount of \$2,513,727.03.**

**Communications**

**A. From the Council**

**B. From the Mayor**

**C. From the City Manager**

Pedestrian Access Construction Standard

Ryan Lopossa, Transportation Division Manager, discussed the Pedestrian Access Construction Standard.

Zoning Code Text Changes - Allowances for Commercial Dog Kennels

Bryan Snodgrass, Principal Planner, discussed the Zoning Code Text Changes - Allowances for Commercial Dog Kennels.

Climate Brief - Major Efforts

Rebecca Small, Senior Policy Analyst, discussed the Climate Brief - Major Efforts.

**Adjournment**

7:38 p.m.

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Anne McEnery-Ogle, Mayor

Attest:

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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: Transportation System Plan  
**Date:** Monday, July 10, 2023 1:44:11 PM

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FYI

-Kristin

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**From:** Jan V [REDACTED]  
**Sent:** Monday, July 10, 2023 12:08 PM  
**To:** City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>  
**Subject:** Transportation System Plan

**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.

Hi all,

Wish I could be there, but our club's annual event is this month and I'm in a meeting for it.

I looked at the maps for BSM. My comments:

- Please connect BSM segments.
- Please keep BSM routes direct.
- Please don't use Sharrows or say "Bike Lane Ends" because there's a pedestrian crossing island narrowing the street. It never fails that a driver will STILL try to pass me at those pinch points even though I'm taking the center position in the lane. They also pass me on streets with blind curves (upper McLoughlin) and speed on straight-aways between speed bumps (Columbia Way). EXCEPTION: The Sharrows for the downhill on Devine with the signage work really well because cyclists can at the speed posted for drivers.
- Please use protected BSM lanes whenever possible. They are much safer and give people confidence.
- Neighborhood Greenways are fantastic for casual riding and newbies. Very low stress. Please don't use them in lieu of more direct routes. Use them in addition.

If anyone wants to ride a particular segment with me -- I'M AVAILABLE!!!

Thanks,

Jan



**From:** [City of Vancouver - Office of the City Manager](#)  
**To:** [Dollar, Sarah](#)  
**Subject:** FW: Main St  
**Date:** Monday, July 17, 2023 11:07:06 AM

---

FYI - for tonight's council meeting.

-Kristin

---

**From:** Jan V [REDACTED]  
**Sent:** Monday, July 17, 2023 11:02 AM  
**To:** City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>  
**Subject:** Main St

**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.

Hi all,

I wish I could be at tonight's meeting for the re-design of Main Street.

### **Sharrows -**

They don't work like the video showed them which should have shown riders closely tailed by drivers.

Riders don't know to travel centered directly over them or aren't comfortable doing so. When riders travel to the side, drivers see an invitation to pass; it's too narrow to do so safely.

We could litter Main Street with signage: Bikes may use full lane. Perhaps better than nothing. Maybe.

If parking on Main Street is continuous, I'll be riding right down the center of the lane 100% of the time. I have nowhere else.

A driver could be traveling behind me at my 10mph pace for many blocks waiting for head-on traffic to subside long enough to pass me. Ugh.

A city employee once told me that by my traveling on the sharrowed street, I would be the traffic-calming device needed to slow cars. OMG.

Yes, I could travel on Columbia, but if my business is on Main Street, I need to travel on Main Street.

### **Parking - bikes and cars**

I love bike corrals because they can accommodate several bikes at once.

I love even more seeing my bike while it is parked. That requires frequent bike staples, not just one or two per block.

My husband is in a wheelchair, but we don't expect to park right outside a business. Why would anyone else? We have half a million people here.

### **Restaurants -**

I love sitting and look out the window or outside while I'm enjoying a meal or drink. With SUV's parked right outside the business? Goodbye ambience.

Eating and drinking with loud, smelly vehicles speeding on Main St (current conditions frequently) - no thanks.

**Plazas -**

That's really what we're talking about when we discuss car removal.  
They're popular and work well for people and business worldwide.

**Climate -**

Our pie chart for Vancouver shows that transportation answers are key to reaching climate goals.  
We have tremendous growth of ebikers. They are part of our answer. We need infrastructure solutions that encourage them.

**Timing -**

What are we waiting for? All business owners to jump on board?  
Too late for the climate.  
Too late for the ebikers.  
Will this be another decade or more like Columbia? We saw how well waiting worked for that street.

We can do better.  
Jan

**From:** [City of Vancouver - Office of the City Manager](#)  
**To:** [Dollar, Sarah](#)  
**Subject:** FW: HP in Section 30, PRJ-165336/LUP-83336  
**Date:** Friday, July 14, 2023 8:08:41 AM

---

Hello,

We received this message in the CMO inbox.

Thank you!  
City Manager's Office  
CITY OF VANCOUVER  
P.O. Box 1995 • Vancouver, WA 98668-1995  
P: 360.487.8600 | F: 360.487.8625  
[www.cityofvancouver.us](http://www.cityofvancouver.us)

-----Original Message-----

From: Sharon Okeefe <[REDACTED]>  
Sent: Thursday, July 13, 2023 6:57 PM  
To: City CDD Planning <[cddplanning@cityofvancouver.us](mailto:cddplanning@cityofvancouver.us)>; City of Vancouver - Office of the City Manager <[CMO@cityofvancouver.us](mailto:CMO@cityofvancouver.us)>  
Subject: HP in Section 30, PRJ-165336/LUP-83336

[You don't often get email from [REDACTED]. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

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 Mr Person and Vancouver City Council

This email is about HP's site plan application for its development in Section 30. It's my opinion that the materials submitted do not provide enough information to assess the environmental impacts of the project on the English Farm and Winery. The Winery is an important part of our community. The English Farm has historical value that SEPA and the City Code require the City to protect. When Section 30 became part of the City, the City Council was very careful to protect the English Farm and its Winery. It identified them as a key property that was to be protected, because it was an important part of the City's goals and vision for Section 30.

I wholeheartedly agree. I have been visiting English Farm for many years, and enjoy stepping back in time and appreciating the old buildings, mature trees, and vineyards. As the surrounding area develops, this place becomes more and more important to me. My favorite parts are \_\_\_\_\_.

It would be a terrible shame if the City allowed the heat from acres and acres of parking lots to destroy the vineyards. I know HP's application says the buildings will not cause any harm and will not block views, but HP did not provide any studies or data or proof of those statements. We are excited for the jobs that HP will bring to our community. We simply want to ensure that we don't lose the Winery in the process. This is not an "either or" decision.

Thank you for caring about the history of our community.

Sharon Lavier O'Keefe

[REDACTED]  
Vancouver, WA 98685

Sharon Lavier O'Keefe

"In order to see, we must forget the name of the thing we're looking at." Claude Monet

**From:** [Wynn Grcich](#)  
**To:** [Dollar, Sarah](#); [Rebecca Messinger](#)  
**Subject:** Covid jabs  
**Date:** Sunday, July 16, 2023 8:19:21 PM

---

**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.

<https://usawatchdog.com/cv19-vax-ongoing-global-criminal-experimentation-karen-kingston/>  
send to council members and MELNECK. Put on public record and confirm that you did. Thanks from Wynn

**From:** [Wynn Grcich](#)  
**To:** [Dollar, Sarah](#); [Rebecca Messinger](#)  
**Subject:** Side effects of covid jabs  
**Date:** Sunday, July 16, 2023 8:15:39 PM

---

**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.

<https://www.clarkcountytoday.com/news/health-emergency-erupts-when-possible-covid-side-effect-runs-wild/> send to council members and MELNECK. Put on public record and please confirm that you did. Thanks from Wynn

**From:** [Wynn Grcich](#)  
**To:** [Rebecca Messinger](#); [Dollar, Sarah](#)  
**Subject:** Watch "SHOCKING VAX STUDY BURIED BY MSM! Massive Death Toll Climbs As Next Phase Of Tyranny Is PLANNED!" on YouTube  
**Date:** Friday, July 14, 2023 10:46:05 PM

---

**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.

<https://youtu.be/CxlK91YHVCA>. Please to council members and MELNECK. Put on public record and confirm you did thank you. Wynn

[illegible]

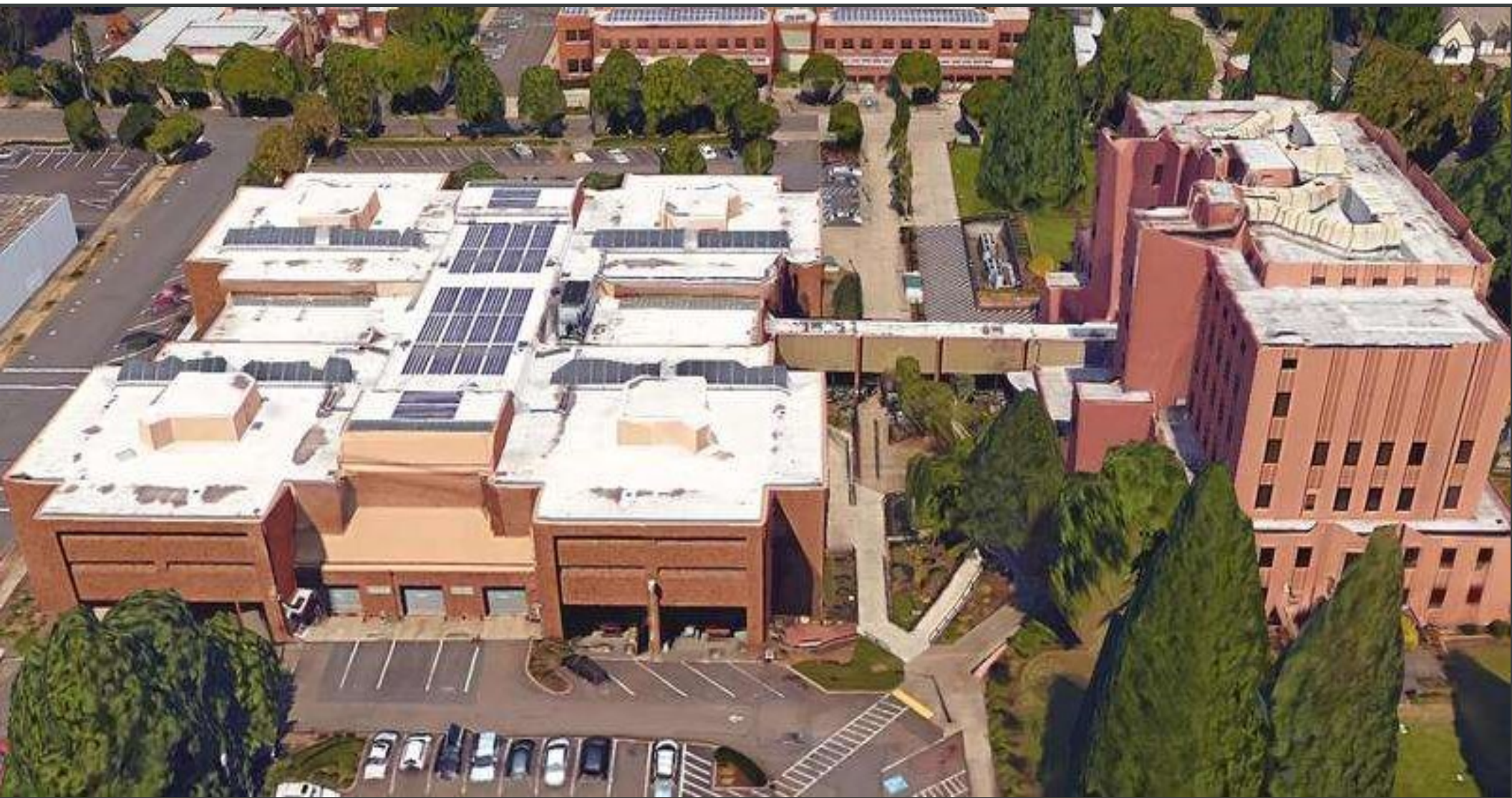


### 3. Scope of Project

Proposals for the Clark County Jail Remodel Construction Project Architectural/Engineering Services should address the following objectives:

The facility will house several components of the Jail facility. Technology is a large part of this project as the Professional consulting service may provide design coordination with the court recording system, ADA visual/audio notification system, cameras, and technology for the project. Professional consulting services shall include, but are not limited to, the following:

1. House inmates: 850-900 jail beds per the Correction Facility Advisory Commission (CFAC).
2. A mixture of direct and indirect model of supervision is preferred.
3. Assist with building remodel site selection incorporating secured parking and safety fencing.
4. Architectural programming and design.
5. Interior Design – Offices, Jail cells, holding cells, PODS, Intake, Medical and mental health unit, Administrative Offices, sufficient VAR rooms, Locker Rooms, and a small number of sleeping areas for staff, kitchen, laundry, etc. high security areas. Furniture, fixtures, and equipment (FF&E) design and procurement services shall be included.
6. Sally port and intake redesign at existing facility.
7. Secured evacuation area adjacent to the jail.
8. The design team will need to provide optional alternate plans to locate sheriff and administrator office at county seat if any portion of the jail is located outside of city limits.
9. Security (including staff parking) systems design for employees, visitors, and property.
10. Landscape and civil design.
11. Structural and Architectural, Mechanical/Electrical/Plumbing, Engineering Design for the remodeled jail facilities.
12. Information Systems and Technology. (Phone, Utilities, Copper, County owned and non-County owned utilities. Fiber, Main Server Room Design, and relocation of Technology). Commissioning.
13. Washington State Clean Building Initiative Standards and/or Sustainable Building Practices.
14. Consumers Energy Rebate efficiencies filing and work for the project.
15. Specialty consultant, design services, and coordination with and for court recording system, Jail security locks, inmate holding cells and transport systems, camera systems, video cameras, and door access control/keying.
16. Design of all technology and recording systems (JAVS) design.
17. Utilize County Facility and Technology Standards.
18. Either before or upon completion of the remodel facility this RFP scope of work must also include the demolition of any portion of the current jail facility that will no longer be used.
19. There shall be sufficient available space for training/roll-call room which can double as an incident command center. All facets of facility designed and constructed for future expansion and technology enhancement.
21. Facility designed for staff and operational efficiency and control (e.g., drive-through sally-port, big enough for a city bus, and observation/control room).
22. The Architectural/Engineering Services must be fully compliant with the Americans with Disabilities Act (ADA) and specifically as it relates to department of justice (DOJ) and governmental services.
23. The proposal shall include the procedure to be used for testing and validation of the Architectural/Engineering Services prior to its final endorsement.
24. The proposal shall include a description of any training materials that will be provided to the County for use by end users of the Architectural/Engineering Services.
25. The project team would like to take a few trips to other newer build sites (local, regional, and national) to see examples of potential builds.
26. Types of documents to be created during this project:
  - a. Space Planning and Concept Creations -Jail
  - b. Space Planning and Concept Creations -Juvenile
  - c. Space Planning and Concept Creations -Jail Work Center
  - d. Space Planning and Concept Creations -Dolle building.
  - e. Reports & Presentations
  - f. Refinement & Deliverables
  - g. Follow-Up Support
  - h. Permitting
  - i. Bid Documents
  - j. Construction Management
  - k. Also, present plans to design in modular style to build what we currently need but also to provide for future growth.



# July 2023 Update

## Clark County Jail Services

08/07/2023



# Presentation Overview



Mission



Clark County Criminal Justice Ecosystem



Corrections Officer Staffing Updates



Jail Bed Capacity



Current Population Needs



Current Facility Needs



Future Goals

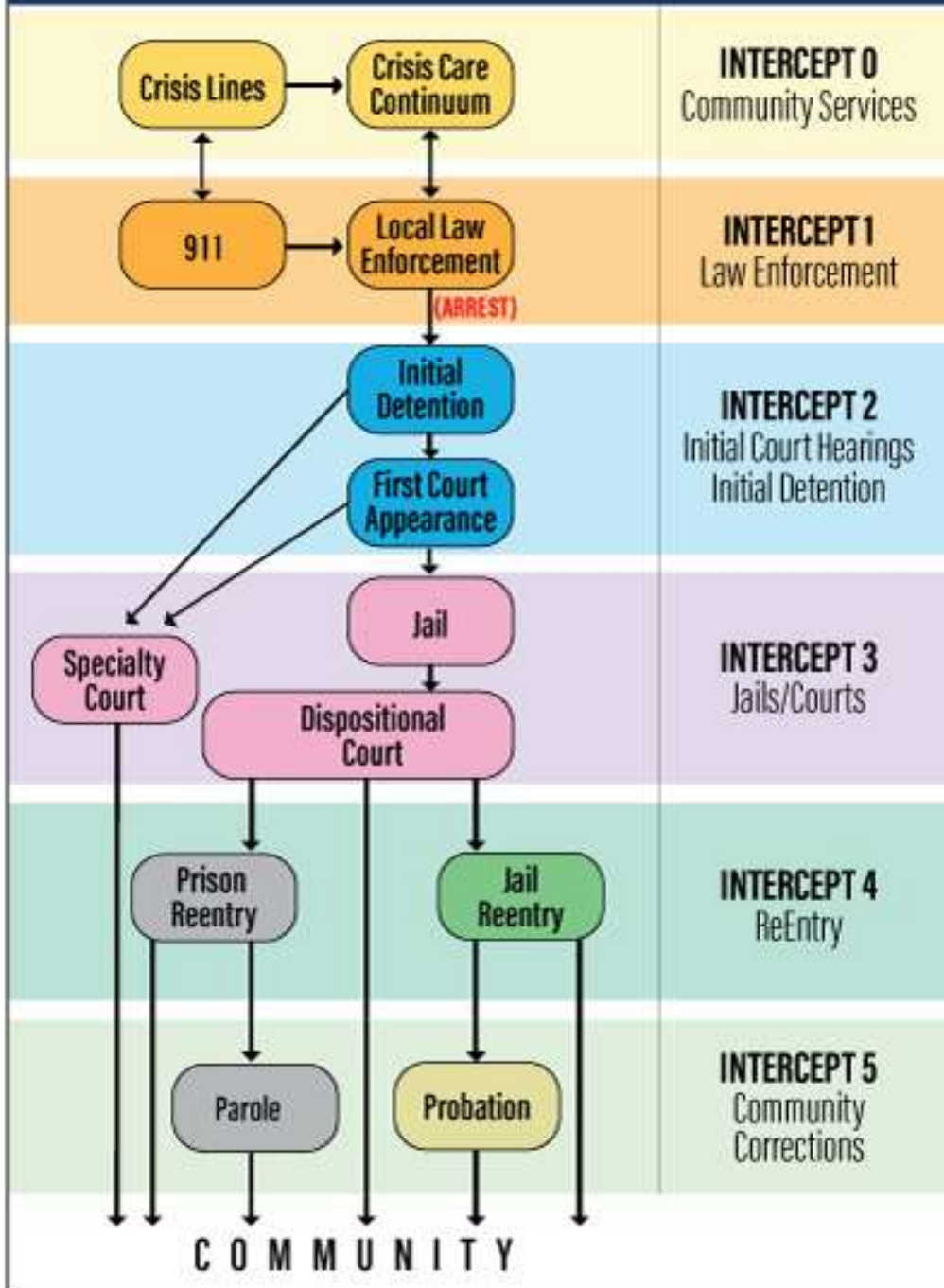


# **Clark County Jail Mission Statement:**

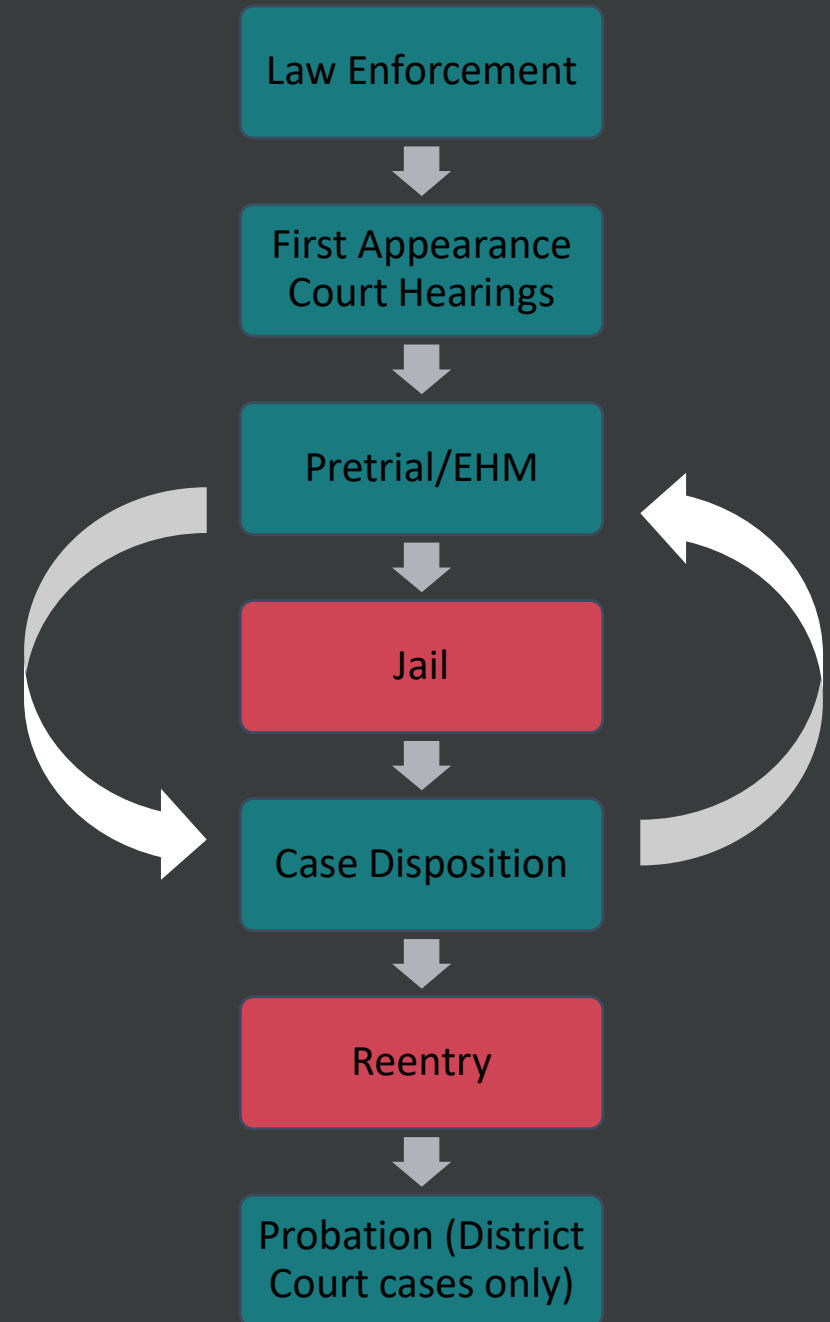
**Promote and Maintain Public Safety  
Through Effective Correctional  
and Reentry Practices**



COMMUNITY



# Clark County Criminal Justice Ecosystem





# Clark County Jail Services

Clark County Council

**Kathleen Otto**  
County Manager

**Amber Emery**  
Deputy County Manager

**David Shook**  
Jail Services Director

**Elizabeth Volker**  
Analyst

**Anna Lookingbill**  
Jail Transition Manager

**Joe Barnett**  
Deputy Director of Jail Administration

**Bryan Pilakowski**  
Deputy Director of Jail Operations

**Commander  
Kimberly Beltran**  
Ext. 2336

**Jail Records  
Supervisors**  
Tammy Sanderville  
Laura Buffington

**JIC Manager  
Jo Rolison**  
Ext. 3215

**Commander  
Michelle Addie**  
Ext. 2204

**Commander  
Ken Clark**  
Ext. 2015

**Commander  
Paul Dougher**  
Ext. 2227

**Reports**

- ❖ Medical
- ❖ Mental Health
- ❖ Reentry
- ❖ Jail Clearance

**Reports**

- ❖ Public Disclosure
- ❖ Identification
- ❖ Records
- ❖ Reception
- ❖ Jail Admin
- ❖ Fiscal

**Reports**

- ❖ Food Services
- ❖ Laundry Services
- ❖ Day Maintenance
- ❖ Logistics
- ❖ Property

**Reports**

- ❖ Jail Industries
- ❖ Internal Affairs
- ❖ Backgrounds
- ❖ Jail Work Center

**Reports**

- ❖ A Squad
- ❖ B Squad
- ❖ C Squad
- ❖ D Squad
- ❖ E Squad
- ❖ F Squad
- ❖ SRT Sergeants

**Reports**

- ❖ Training
- ❖ Administrative Sergeant
- ❖ Projects
- ❖ Transport
- ❖ Chaplain
- ❖ Classification

# Corrections Officer Staffing Updates







# Staffing Updates

Currently **23** openings\*

Since January 2023, **119** applicants tested

On track to fill positions by end of 2023

- Attend 10-week WSCJTC training academy
- 3 months of field training required
- About a year to become a fully functional



\*As of 07/20/2023

Contact a recruiter  
today!



**WE'RE  
HIRING  
APPLY  
TODAY**

**SIGNING BONUS**  
NEW HIRE \$10K  
LATERAL \$25K





# Staffing Updates

## Month to Month comparison



# Jail Bed Capacity





# Jail Bed Capacity

## Current Jail Facilities

### Main Jail

- All security levels
- Onsite medical care
- Onsite mental health
- Built in 1984 for 300

### Jail Work Center

- Minimum security
- No onsite medical care
- No onsite mental health
- Built in 2000 for 200\*

\*Originally included 2 buildings, 1 building now leased to Lifeline Connections for Crisis Wellness Center/ITA facility





# Jail Bed Capacity

## Historic Practices

- Triple bunks in single cell areas
- Overcrowded dormitories
- Housing in hallways/lobby areas

## Constitutional Care

- Safety
- Shelter
- Food
- Medical care
  - Includes mental health and SUD
- Clothing
- Laundry
- Access to legal representation

## Ongoing Legal Changes

## National Best Practices



## Core Jail Standards

First Edition



### Single-Occupancy Cells (Size)

1-CORE-1A-06 (Existing, Renovation, Addition, New Construction)  
(Ref. 4-ALDF-1A-09) Single cells provide at least 35 square feet of unencumbered space. At least 70 square feet of total floor space is provided when the occupant is confined for more than ten hours per day.

*Comment:* "Unencumbered space" is usable space that is not encumbered by furnishings or fixtures. At least one dimension of the unencumbered space is no less than seven feet. In determining the unencumbered space, the total square footage is obtained and the square footage of the fixtures is subtracted. All fixtures must be in operational position for these calculations.

*Protocols:* Written policy and procedure. Facility plans/specifications.  
*Process Indicators:* Measurement. Observation.

### Multiple-Occupancy Rooms/Cells (Size)

1-CORE-1A-07 (Existing, Renovation, Addition, New Construction)  
(Ref. 4-ALDF-1A-10) Multiple-occupancy rooms/cells house between two and sixty-four occupants and provide 25 square feet of unencumbered space per occupant. When confinement exceeds ten hours per day, at least 35 square feet of unencumbered space is provided for each occupant.

*Comment:* "Unencumbered space" is usable space that is not encumbered by furnishings or fixtures. At least one dimension of the unencumbered space is no less than seven feet. In determining the unencumbered space, the total square footage is obtained and the square footage of the fixtures is subtracted. All fixtures must be in operational position for these calculations.

*Protocols:* Written policy and procedure. Facility plans/specifications.  
*Process Indicators:* Measurement. Observation.

### Dayrooms (Size)

1-CORE-1A-08 (Existing, Renovation, Addition, New Construction)  
(Ref. 4-ALDF-1A-12) Dayrooms with space for varied inmate activities are situated immediately adjacent to inmate sleeping areas. Dayrooms provide a minimum of 35 square feet of space per inmate (exclusive of lavatories, showers, and toilets) for the maximum number of inmates who use the dayroom at one time. No dayroom encompasses less than 100 square feet of space, exclusive of lavatories, showers, and toilets.

*Comment:* None.

*Protocols:* Written policy and procedure. Facility plans/specifications.  
*Process Indicators:* Measurement. Observation. Interviews (staff, inmates). Housing and classification records/logs.





# Jail Bed Capacity

## Main Jail

- 491 beds @ 80% full
  - **392 beds**
    - Minus TOCs
    - Minus construction
- H-Pod
  - 56 minimum beds
  - Closed pre COVID

## Jail Work Center

- 100 minimum beds
- Closed pre COVID

**80% is full capacity**  
**national best practice**



# Current Facility Needs





# Current Facility Needs



# Current Population Needs

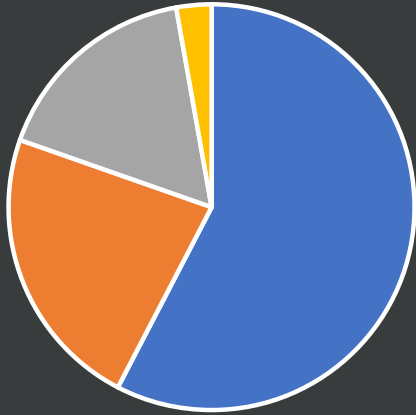






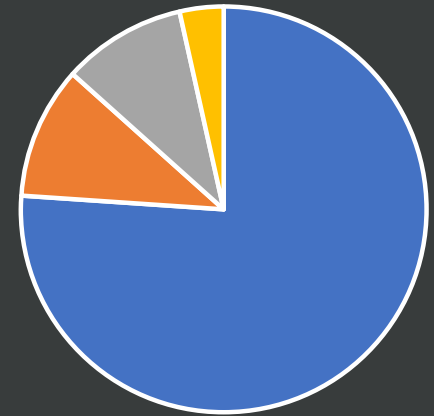
# Current Inmate Population

7/19/2019



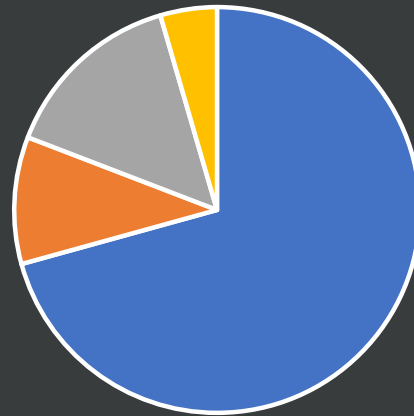
■ Pretrial ■ Post Conviction ■ Mixed ■ Other

7/19/2022



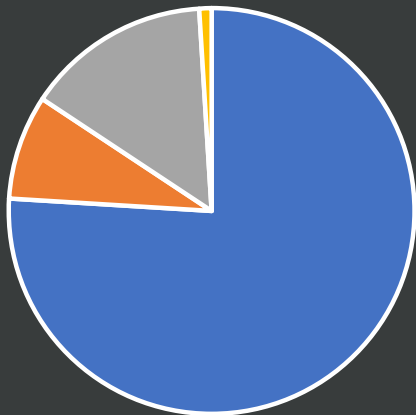
■ Pretrial ■ Post Conviction ■ Mixed ■ Other

7/19/2021



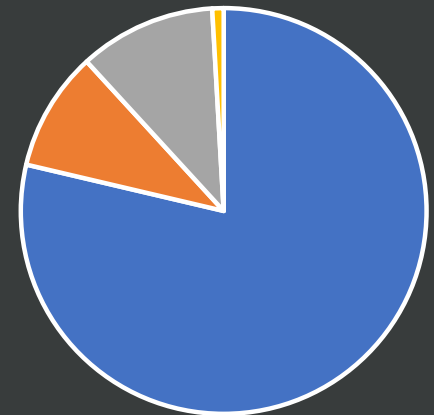
■ Pretrial ■ Post Conviction ■ Mixed ■ Other

7/19/2020



■ Pretrial ■ Post Conviction ■ Mixed ■ Other

7/19/2023



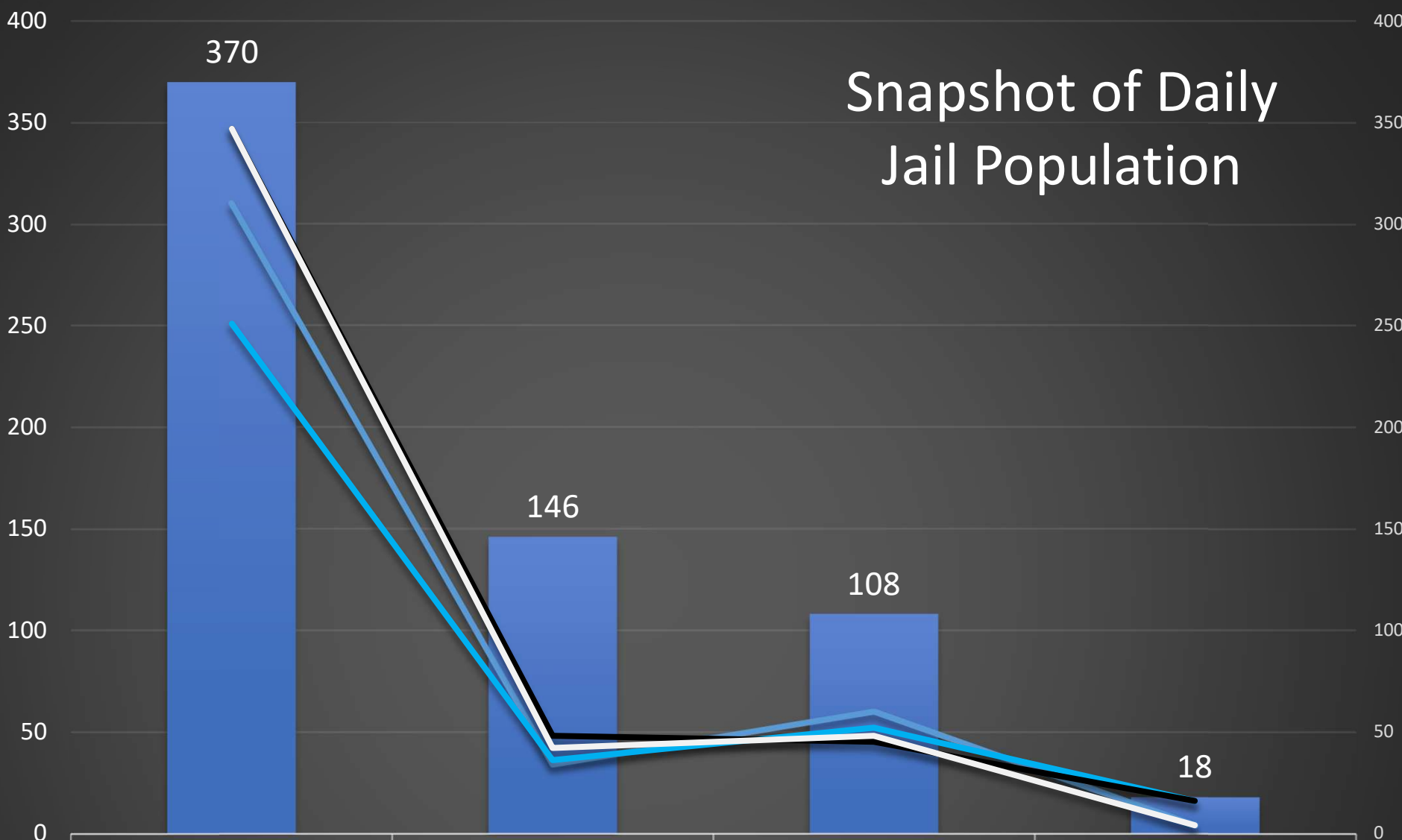
■ Pretrial ■ Post Conviction ■ Mixed ■ Other



# Current Inmate Population

As of 7/19/23, CCJ housed **28** pretrial inmates with death related charges including murders, homicides and manslaughter for a total of **10,911** days incarcerated

# Snapshot of Daily Jail Population



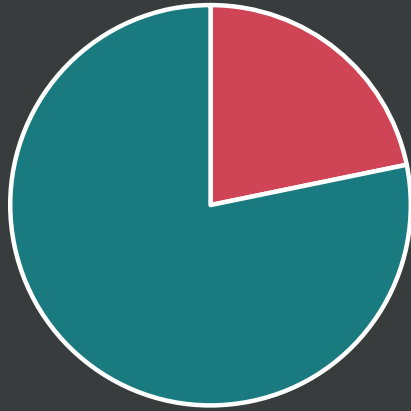
|           | Pretrial | Post Conviction | Mixed | Other |
|-----------|----------|-----------------|-------|-------|
| 7/19/2019 | 370      | 146             | 108   | 18    |
| 7/19/2020 | 310      | 34              | 60    | 4     |
| 7/19/2021 | 251      | 36              | 52    | 16    |
| 7/19/2022 | 347      | 48              | 45    | 16    |
| 7/19/2023 | 347      | 42              | 48    | 4     |

7/19/2019 7/19/2020 7/19/2021 7/19/2022 7/19/2023



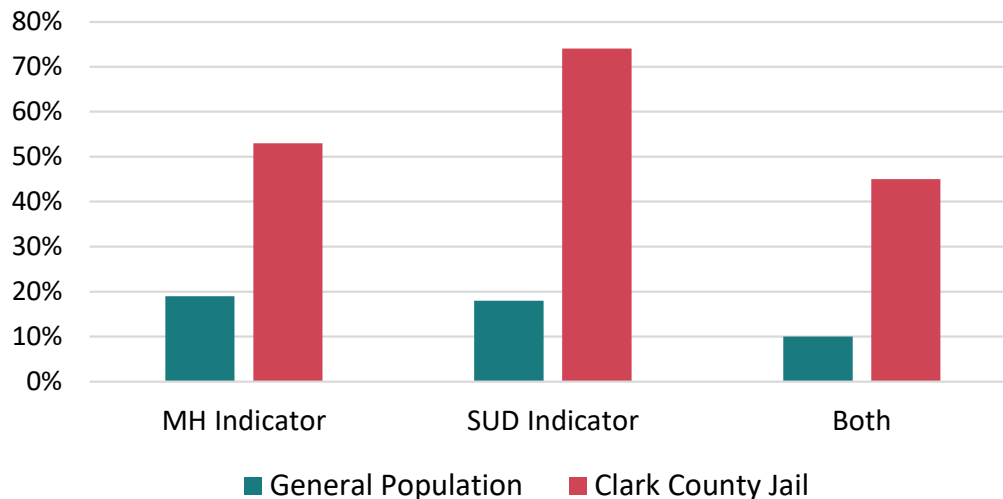
# Current Inmate Population

## Self Reported Homelessness at Booking



■ Homeless ■ Not Homeless or did not report

## Medicaid Enrollees



## 2023 to date:

**7** in-custody fentanyl overdoses requiring hospital

**2,619** reporting no current health insurance

**945** reporting homelessness

Estimate **3000+** with OUD

## In the last 135 days:

**610** receiving psychotropic (mental health) medications

**181** chronic medical needs in

**315** problem areas



# Reentry Services

- Started in 2013 by corrections officers with no external funding
- **Participation in voluntary**
- **No benefits to sentencing**
- Eligible persons are local release\*
- Range of programs and referrals:
  - Behavioral health referrals
  - Basic needs (housing, food stamps)
  - Peer support specialists
  - Education and employment
- NOT in-custody clinical services
- **Need vastly outweighs resources**
- Reestablishing after pandemic
- Reentry Provider Meeting
- Multiple local/state/federal grants



\* Or likely to be local release due to pretrial population increase





# Sample Reentry Request

## Summary of Request:

list of resources

## Details of Request:

### Reentry Program request::

Chemical Dependency, Day Program, Housing Resources, Resource Referral, Request an Interview

### Tell us what you need::

*Please be specific and list past services. This includes services outside of Clark County:*

I was asked to kite for a packet of resources. I need to know how to get my birth certificate and my ID and any help paying for it thats available, I need to apply for food stamps, a list of NA meetings, I need help getting a job, housing, help getting back on my medications, food boxes and/or food banks, clothes closets, DV victim help, drivers license restoration and out patient treatment programs would be at the top of my list. Honestly though, any and all resources that are available I would appreciate because I'm starting back over with nothing when I get out of here (which will be in a week or so) and I'm really trying to turn my life around. Thank you so much.

### Have you worked with Reentry before? :

No

### Do you remember who helped you?:

*Name of deputy or staff person*

# Future Goals





# Future Goals

## **Staff**

- Recruit highly qualified and talented corrections staff
- Retain highly qualified and talented corrections staff
- Promote overall corrections staff wellness

## **Facility**

- Increase jail bed capacity
- Complete remodel projects

## **Expand Programs**

- Continue discussions about best practices for medical and mental health services
- Increase and diversify Reentry programs

**Continue partner with other parts of the system to support lasting and positive change**





# Jail Remodel/Replacement



**Clark County  
Correction Facility  
Advisory Commission (CFAC)  
Final Report**



August 2019

CFAC believes the existing Clark County Jail is **inadequate** to meet the needs of the community today and into the future. An improved jail solution for Clark County is plainly necessary.

To address this need, CFAC developed its Preferred Jail Improvement Approach. Upon analysis, CFAC determined the estimated cost of the Preferred Approach, if implemented in its entirety, may be **cost prohibitive**.

Therefore, the Commission offers the approach as a best practice model, **independent of cost factors**, for the Council's consideration.

(CFAC report based on pre-COVID conditions)



# Jail Remodel/Replacement



**Clark County  
Correction Facility  
Advisory Commission (CFAC)  
Final Report**



August 2019

- **Direct supervision** of inmates where financially feasible.
- Capacity of **850-880 beds**.
- Consideration of 13th Street and Lower River Road as suitable sites.
- Alleviation of space and infrastructure needs, including **enlarging the intake area** and providing more space for inmate assessment.
- Facility design that **addresses operational efficiency**, scalability, technology integration, safety for all users, and compatibility with the surrounding community.
- Creation of a **trauma-informed**, healthy, and restorative environment for inmates.
- **Expanded programs** and support services that build inmate self-esteem and skills.
- Efficient integration with **court-related functions**



# Jail Remodel/Replacement

## Intended Timelines

- RFP released
  - March 15, 2023
- RFP due
  - May 10, 2023
- Proposal review/evaluation
  - May 11-19, 2023
- Interviews/demonstration
  - May 22-25, 2023
- Selection committee recommendation
  - May 2-June 2, 2023
- Contract negotiation/execution
  - June 5-9, 2023 (pending negotiation)
- Council approval
  - June 20, 2023 (TBD)
- Contract intended to begin
  - July 1, 2023 (TBD)



**RFP #853**

PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

Clark County Washington

RELEASE DATE: WEDNESDAY, MARCH 15, 2023

DUE DATE: WEDNESDAY, MAY 10, 2023 by 1:30 pm

Request for Proposal for:

**DESIGN SERVICES for JAIL REMODEL PROJECT**

**SUBMIT:**

One (1) Original

Four (4) Complete Copies

of the Proposal to:

**Shipping Method of your Choice or Hand Delivery**

Clark County  
ATTN: Office of Purchasing  
1300 Franklin Street, 6<sup>th</sup> Floor, Suite 650  
Vancouver WA 98660  
564-397-2323

**United States Postal Service**

Clark County  
ATTN: Office of Purchasing  
PO Box 5000  
Vancouver WA 98666-5000  
564-397-2323

**Office Hours:** 8:00 am – 3:00 pm, Monday – Friday, except Legal Holidays.

**No electronic submissions.**

**\*\*Proposals must be delivered to the Purchasing office – No Exceptions**

**\*\*Proposals must be date and time stamped by Purchasing staff by 1:30 pm on due date.**

**\*\*Proposal shall be sealed and clearly marked on the package cover with RFP #, Title & Company Name**

**Refer Questions to Project Manager:**

Michelle Schuster  
Interim Facilities Manager / Internal Services  
[Michelle.Schuster@clark.wa.gov](mailto:Michelle.Schuster@clark.wa.gov)  
564-397-4118





Thank You for Protecting Our Community

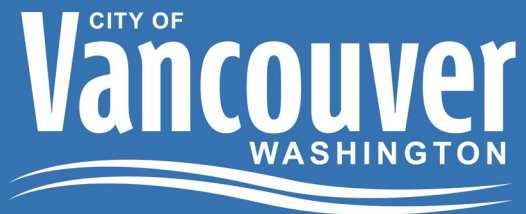


# Housing Action Plan Update & New Initiatives

**Patrick Quinton**  
Director

**Samantha Whitley**  
Housing Programs Manager

Economic Prosperity & Housing







Housing Action Plan Workshop - 2

# Agenda

- Objectives
- Housing Action Plan
  - Housing Need
  - Progress to date
- New Programs
  - AH Fee in Lieu Fund
  - Construction Sales Tax Exemption
- Next Steps



# Objectives

Provide update and receive feedback on:

- Housing Action Plan
- Proposed FIL Fund Administrative Plan
- Proposed Construction Sales Tax Exemption program



# Housing Analysis and Plan Development

March  
2022

ECONorthwest  
Housing Report  
Workshop

July  
2022

Housing  
Strategies  
Workshop

April-  
May  
2023

Housing Action  
Meetings

August  
2023

Action Plan  
Update



# Closing the Housing Deficit

To meet growing demand and close existing deficit in 10 years, we must:

- Increase housing production to at least **2,500** new units per year.
- Including at least **750** new units per year affordable to those earning 80% AMI or less.



# WA Growth Management Housing Targets

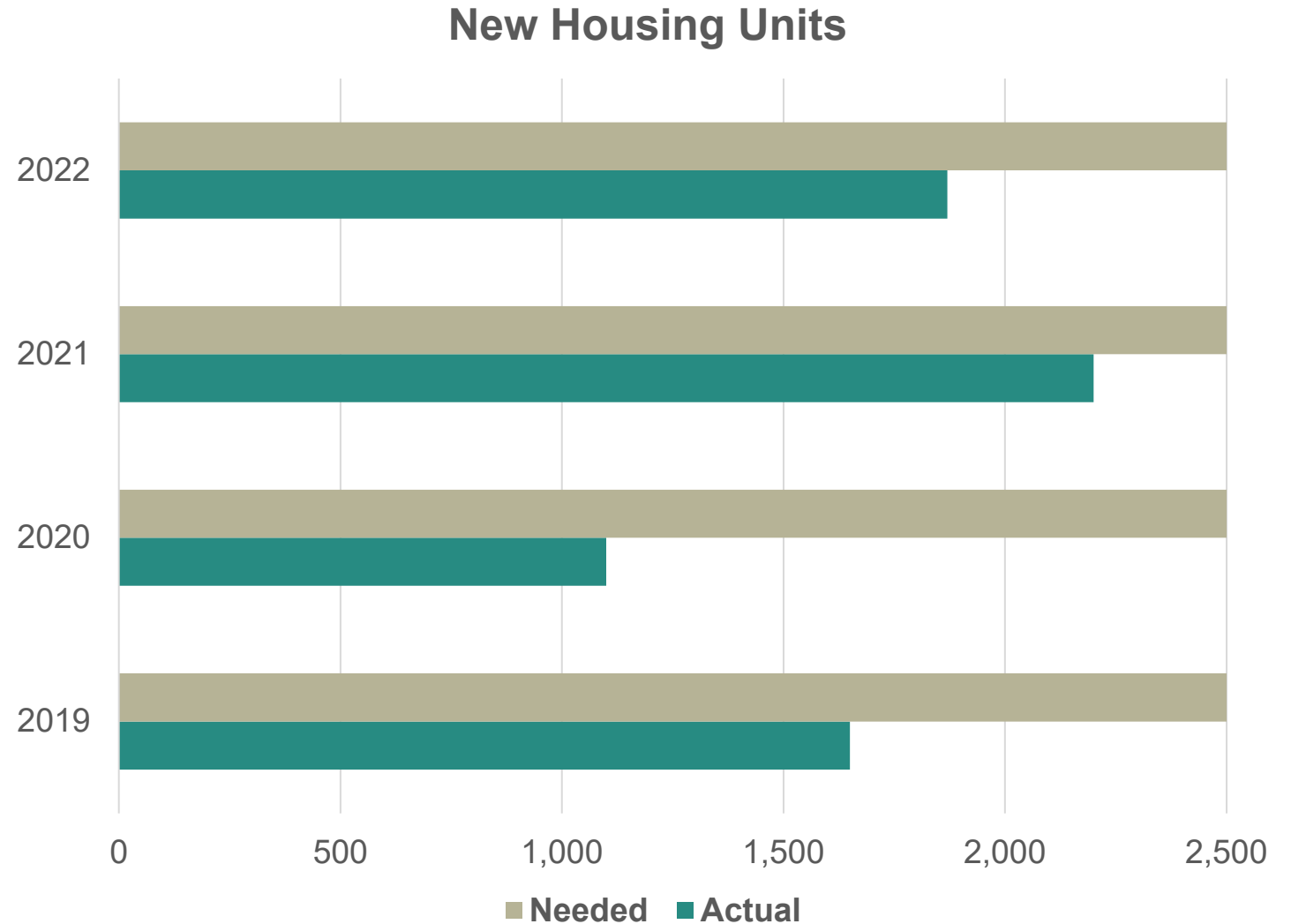
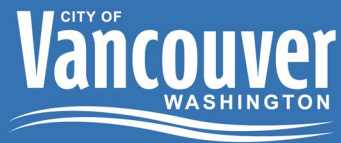
## By 2045

|        | Income Categories (% of AMI) |       |       |        |         |          |        |
|--------|------------------------------|-------|-------|--------|---------|----------|--------|
|        | 0-30%                        |       |       |        |         |          |        |
| TOTAL  | Non-PSH                      | PSH   | 30-50 | 50-80% | 80-100% | 100-120% | >120%  |
| 34,696 | 4,978                        | 1,984 | 5,691 | 5,197  | 2,916   | 2,758    | 11,172 |
|        | 14%                          | 6%    | 16%   | 15%    | 8.5%    | 8%       | 32.5%  |

**850/year**

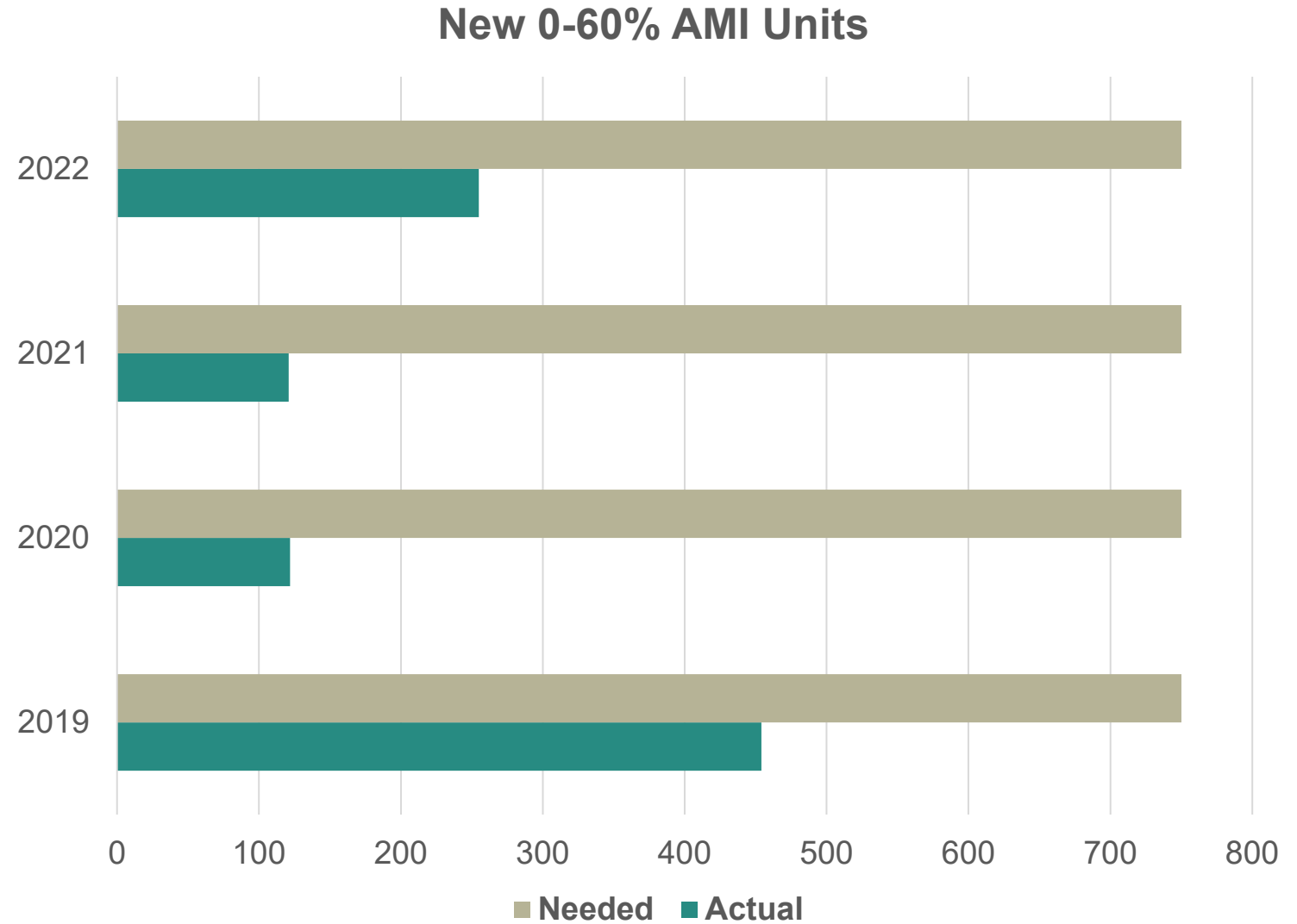
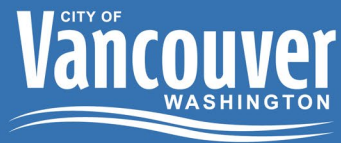
# Vancouver Housing Production

1,700 units/year

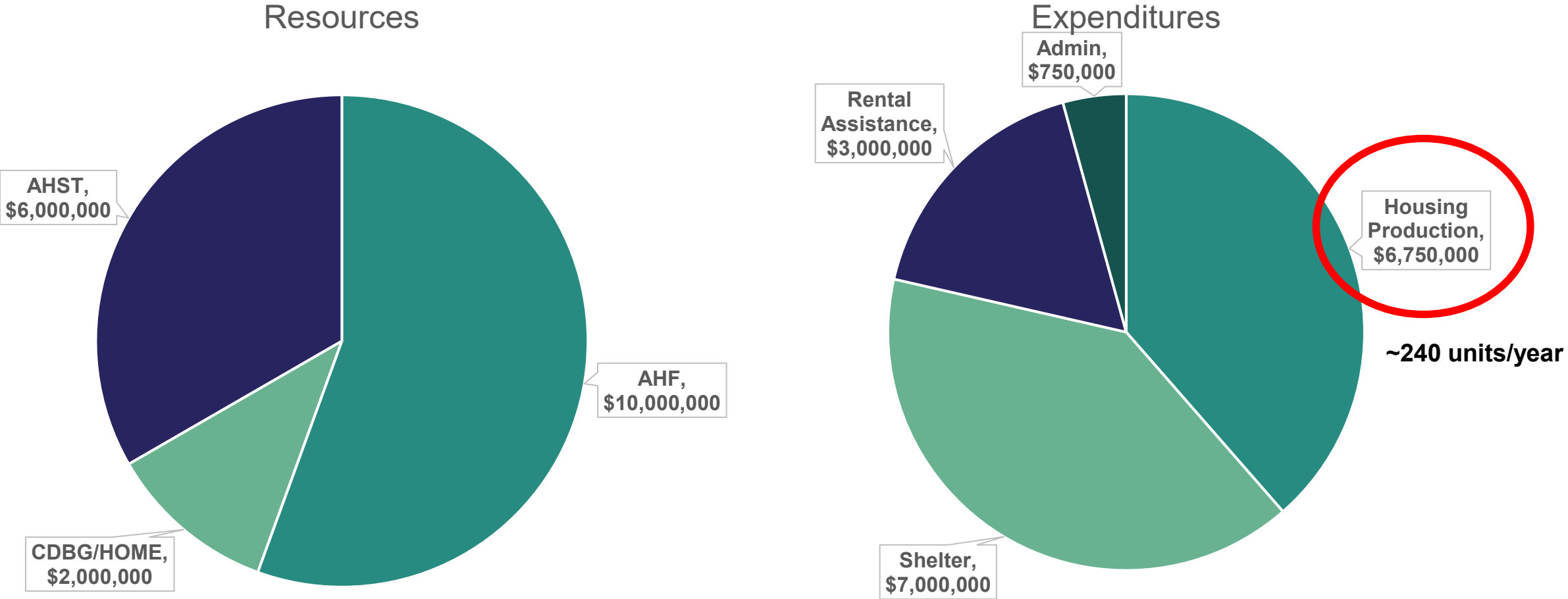


# Vancouver Affordable Housing Production

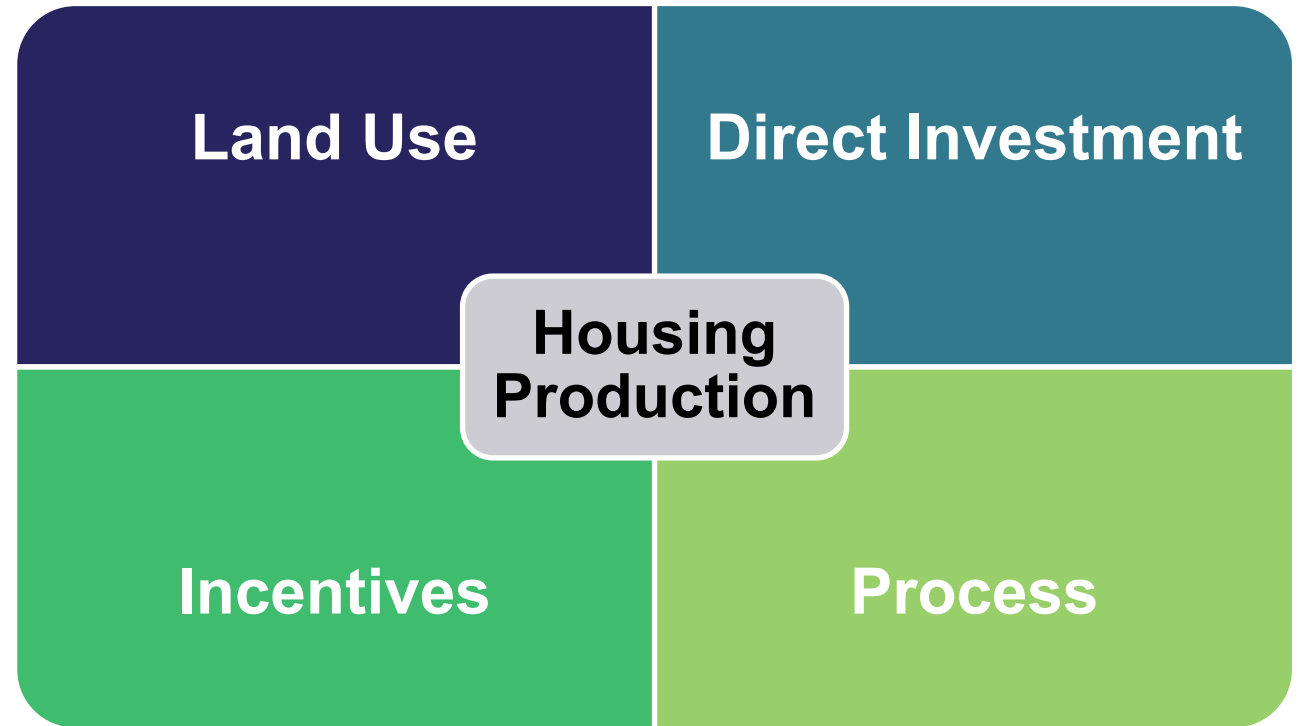
255 units/year



# Projected Affordable Housing Funding = \$18M per year



# Housing Action Plan 1.0





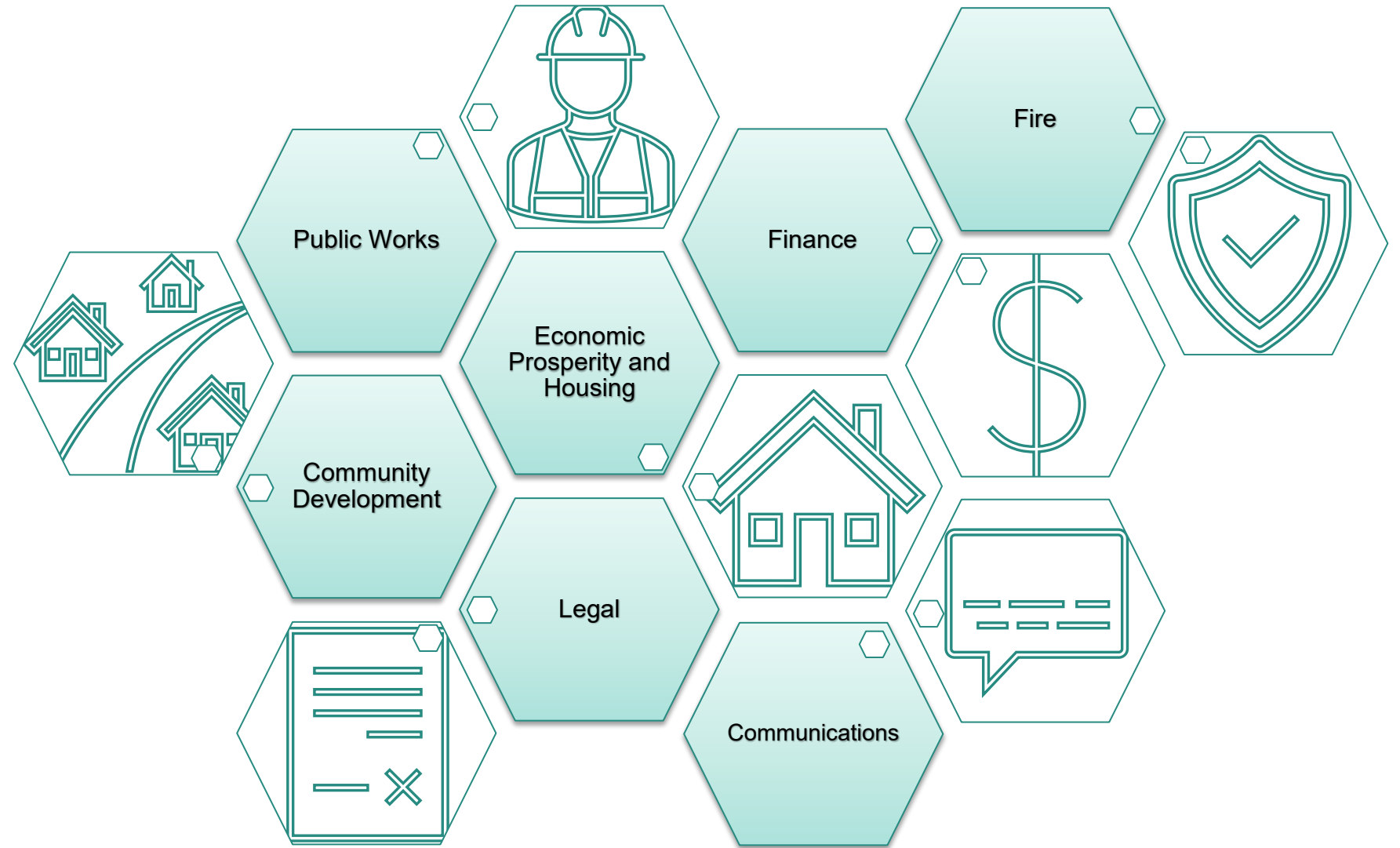


# Housing Action Principles

- Establish housing action as a Citywide priority
- Grow resources:
  - Leverage existing housing funds with other internal funds
  - Pursue new programs to expand resource base
- Prioritize process and policy improvements across City to lower housing production costs



# Housing Action Plan 2.0



# Housing Action Plan Tasks

- **Land Use and Code**
- **Policies and Process**
- Investment/Incentives
- Fees
- Innovation
- Advocacy
- Data Tracking

## Land Use and Code

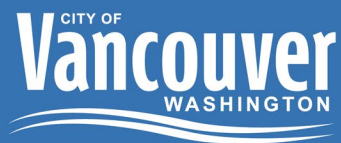
- Complete Comprehensive Plan
- Update code to increase density and type
- Update single-family zoning for middle housing
- Provide affordable housing entitlement bonuses

## Policies and Process

- Examine and update Development Review process
- Implement SEPA threshold update
- Finalize Green Building Policy

# Housing Action Plan Tasks

- Land Use and Code
- Policies and Process
- **Investment/Incentives**
- **Fees**
- Innovation
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## Investments and Incentives

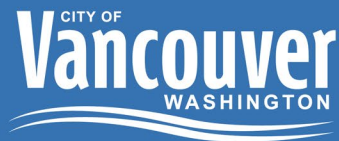
- Pass Affordable Housing Levy
- Pursue other state and federal resources
- **Establish Affordable Housing Fee-in-Lieu Fund**
- Acquire strategic sites for development or redevelopment
- **Establish Construction Sales Tax Exemption program**

## Fees

- Review city-imposed costs
- Expand use of affordable housing impact fee waivers
- Study building fee rate and caps
- Establish SDC deferral program

# Housing Action Plan Tasks

- Land Use and Code
- Policies and Process
- Investment/Incentives
- Fees
- **Innovation**
- **Advocacy**
- **Data Tracking**



## Innovation

- Explore co-ops and alternative ownership models
- Encourage innovative building technologies
- Promote redevelopment and adaptive re-use
- Establish homeownership programs

## Advocacy

- Advocate for increased state and federal funding
- Seek corporate support for affordable housing
- Pursue additional reforms to condo laws

## Data Tracking

- Establish baseline and track annual housing outcomes
- Publish online housing dashboard
- Take corrective action as necessary

# Stakeholder Feedback



- Existing customers and partners
- Broader development community
- Housing advocacy groups
- Service providers
- National organizations
- Think tanks
- Other jurisdictions

# Work to Date

- ✓ AHF levy renewal
- ✓ MFTE program update
- ✓ Comprehensive Plan kickoff
- ✓ ADU code update
- ✓ Impact fee waivers





# Upcoming Housing Action Items

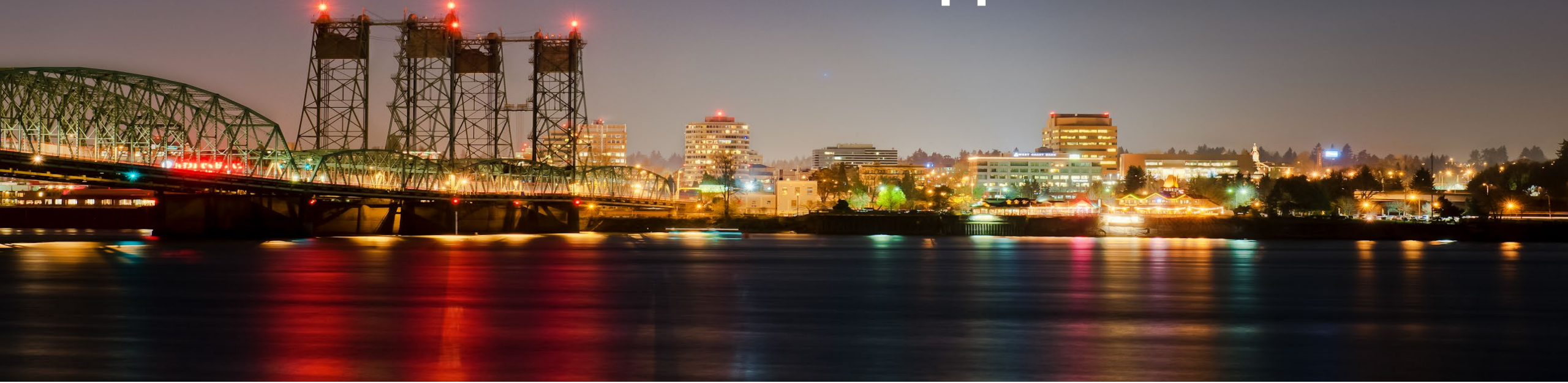
Housing Action Plan Workshop - 18



- SDC fee deferrals
- Higher SEPA exemption threshold
- Development Review evaluation
- Homeownership programs
- Annual housing outcomes report



# New Investment & Incentive Opportunities



- MFTE Affordable Housing Fee-in-Lieu Fund
- Construction Sales Tax Exemption for Redevelopment

# Affordable Housing Fee in Lieu (FIL) Fund

Created through  
changes to the  
MFTE program

## New Resource – FIL Fund

- Market rate projects may pay a fee in lieu of building new income-based or ownership units
- Fee is equal to 25 - 50% of the value of the tax exemption during the eight-year MFTE period, depending on target area
- Fees are paid at construction completion and may take up to 3 years to be paid to City



# FIL Fund Objectives

- Create deeper affordability than MFTE; funding targeted to 60% AMI tenants or 80% AMI homebuyers
- Reinvest within target areas where FIL is collected
- Provide flexibility to meet City housing goals



# Fee in Lieu Fund

## FIL Fund Uses

Investments will fund either City-led activities or invested in projects led by partners. Targeted uses may include:

- Property acquisition
- Pre-development or construction costs
- Support for acquisition of permanently affordable housing by land trusts and other community ownership entities
- Down payment assistance or other subsidies to increase affordable homeownership opportunities
- Loan guarantees or other forms of credit enhancement

\*Staffing and administrative expenses will be paid by MFTE application fees, not FIL funding.





## FIL Expected Resources

- \$6M has been committed to FIL Fund by MFTE projects under previous program requirements.
- Updated MFTE program is expected to generate annual contributions to FIL Fund of \$4M annually by 2030.

## Award and Oversight

- First FIL Fund investment within 3 years
- Council approval required over \$300,000
- Long-term affordability ensured by covenants and City monitoring
- City will use RFP process for funds available for project partners; projects underwritten similar to AHF projects.



# Fee in Lieu Fund



**Feedback or questions?**



# Construction Sales Tax Exemption for Affordable Housing Development



## **SB 5755**

sales and use tax incentive  
to encourage affordable  
housing development



## **Incentivizes**

new affordable  
multifamily on existing  
parking lots



## **10-Year Deferral**

taxes deferred 10 years, forgiven  
if affordability maintained

# Construction Sales Tax Exemption Requirements

## Housing Affordability

- 50% of new units must be affordable for 10 years
  - Rental: maximum 80% AMI
  - Ownership: maximum 115% AMI

## Property Eligibility

- Surface parking lot open to public as of June 2022

## Annual Reporting/Compliance

- If affordability not maintained, taxes must be repaid

# Construction Sales Tax Exemption Amount

## City Contribution

The amount of tax incentive will vary based on project size and scope.

**Example:** For a 45-unit development, construction costs of \$6 million result in approximate sales tax of \$500,000.

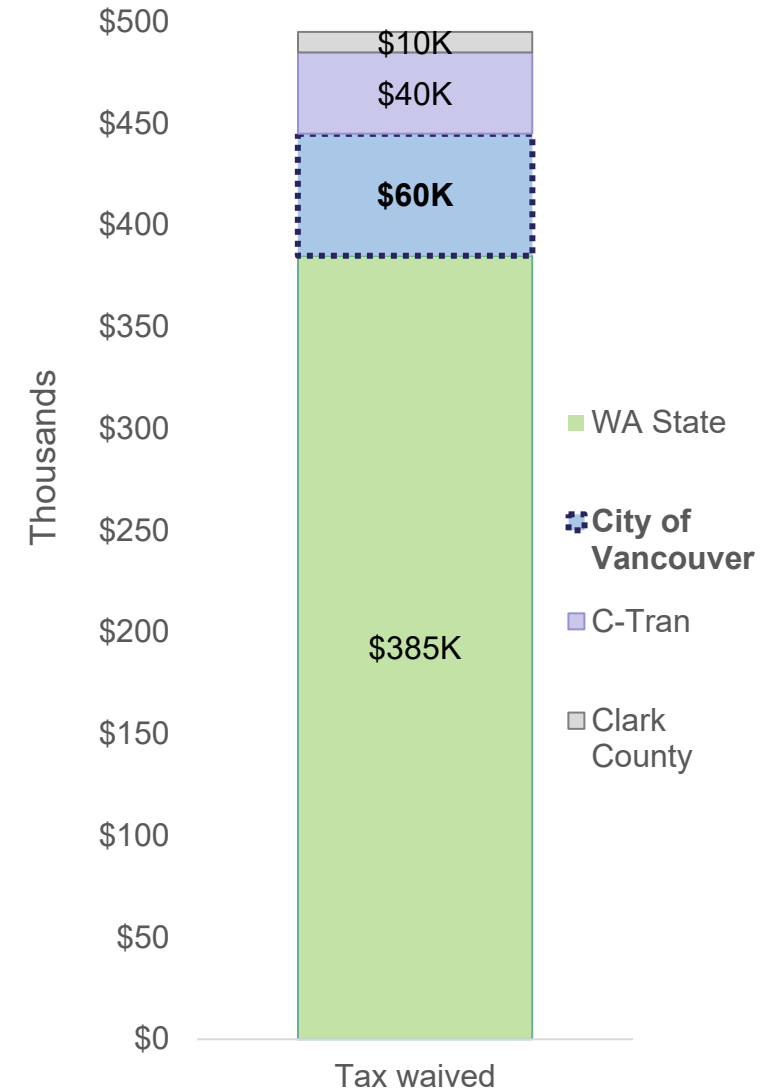
### Retail sales and use tax revenue split

77% Washington State

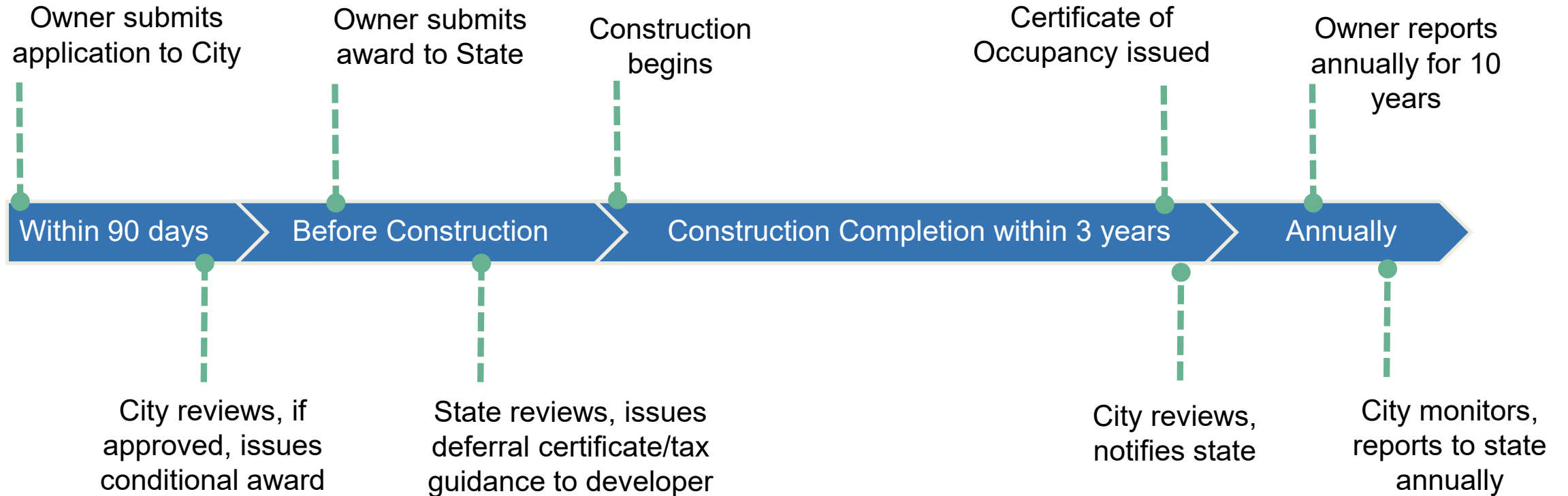
**12% City of Vancouver**

8% C-Tran

2% Clark County



# CSTE Process Timeline







# Potential CSTE Projects

- Waterfront Gateway
- The Heights
- Church parking lots
- Retail parking lots





## **Construction Sales Tax Exemption Feedback or Questions?**



# Next Steps



## September 2023

Adopt MFTE code clean up and approve Affordable Housing Fee-in-Lieu Fund Administrative Plan

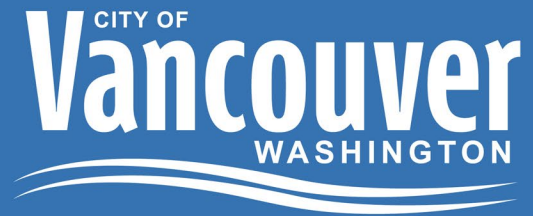
## December 2023

Adopt Construction Sales Tax Exemption program ordinance

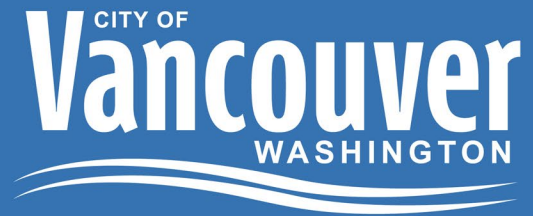
## March 2024

**First Annual Comprehensive Housing Report:**  
AHF levy, MFTE, Housing Action Plan, fee waivers, state and federal housing outcomes and updates

# Questions?



# Thank You





**Staff Report: 147-23**

**TO:** Mayor and City Council

**FROM:** Eric Holmes, City Manager

**DATE:** 8/7/2023

**SUBJECT** Increase spending limit on Contract C-100140: Piggyback City of Seattle #4358 Concrete Beveling Services

**Key Points**

- Purchases from this contract are approaching the City's \$300,000 threshold.
- Requesting approval to increase the current amount for C-100140: Piggyback City of Seattle #4358 Concrete Beveling Services to \$450,000 for the remainder of the contract which expires November 1, 2023.
- The City will incorporate the terms and conditions of the attached Contract and Amendments thereto to all purchase orders issued under this Contract.

**Present Situation**

The City currently uses Precision Concrete Inc. to provide repairs on uneven sidewalks and other concrete walkways.

Since November 2019, Precision Concrete Inc. has repaired trip hazards to meet ADA standards along sidewalks adjacent to all City properties, the Renaissance Trail and some walkways within City-owned parks. An additional 1786 sidewalk trip hazards have been brought into compliance in other high demand pedestrian areas, such as Fourth Plain Blvd.

The City's project amounts have totaled \$296,212.50 and there continues to be an ongoing need to reduce the number of trip hazards across the city. Increasing the current contracted amount will allow capacity to continue these projects and decrease City liability.

**Advantage(s)**

1. The increase would allow the City to continue additional sidewalk repair projects to improve the safety and accessibility of pedestrian routes.
2. Reduces the potential for trip and falls as well as City liability.

**Disadvantage(s)**

None anticipated.

**Budget Impact**

The additional purchasing authority is already budgeted within the current adopted biennial budget appropriation. This contract authority change will not impact annual spending and will not require any change in budget authorization.

**Prior Council Review**

None

**Action Requested**

Approve an increase of \$150,000 for contract C-100140: Piggyback City of Seattle #4358 Concrete Beveling Services to a total contract amount of \$450,000 through November 1, 2023.

*Ryan Miles, Engineering Program Manager, 360-487-7708*

**ATTACHMENTS:**

- ▣ Precision Concrete Cutting, Inc contract and extensions
- ▣ Sample Purchase Order



The City of Seattle  
**PURCHASING SERVICES**  
700 – 5th AVE #4112  
PO BOX 94687  
Seattle, WA 98124-4687

## VENDOR CONTRACT

|                                                         |                                          |                        |
|---------------------------------------------------------|------------------------------------------|------------------------|
| Vendor Contract #<br>0000004358                         | Date<br>05/11/2021                       | Change Order<br>3      |
| Payment Terms<br>Net30 days                             | Freight Terms<br>FOB Job Site            |                        |
| Procurement<br>Strategic Advisor:<br>David Stubblefield | Email:<br>David.stubblefield@seattle.gov | Phone:<br>206-684-0452 |

Vendor #: 0000328033  
Precision Concrete Cutting, Inc  
3191 N. Canyon Road  
Provo, UT 84604

Contact: Kent Emmert  
Phone #: 206-265-9363  
Email: [kentemert@safesidewalks.com](mailto:kentemert@safesidewalks.com)

**Ship To:**  
CITY DEPARTMENTS

**Bill To:**  
ORDERING DEPARTMENT, SEE ATTACHMENT

### I. BACKGROUND

The City of Seattle ("City") awarded a contract to **Precision Concrete Cutting, Inc.** as a result of an Invitation to Bid, ITB No. TRN-4358 for **CONCRETE BEVELING SERVICES (Trip Hazard Repair)** (the "Contract"). The Contract is available to all *City Departments*.

### II. CHANGE ORDER DESCRIPTION

One-year contract extension.

### III. CONTRACT HISTORY

| Contract Action    | Description of Contract Action | Contract Term<br>Dates/Comments |
|--------------------|--------------------------------|---------------------------------|
| Contract Execution | Contract Execution             | 06/01/2018 – 05/31/2019         |
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| Change Order #2    | Contract Extension             | 06/01/2020 – 05/31/2021         |
| Change Order #3    | Contract Extension             | 06/01/2021 – 05/31/2022         |

### IV. ADDITIONAL NOTES

The authorized City of Seattle Department Representative will place orders. Invoices must be mailed in duplicate to the CITY OF SEATTLE, Accounts Payable, per attached list.

### PREVAILING WAGE

**Authorized Signature/Date**

*David Stubblefield* 05/11/2021



The awarded Contractor and all subcontractors shall file an "Intent to Pay Prevailing Wage" concurrent with the execution of the contract and annually thereafter. The Contractor shall reference Blanket Contract Number #4358 and the Contractor, and their subcontractor(s) shall then promptly submit the "Intent to Pay Prevailing Wage" to the Department of Labor & Industries for approval. The City requests this be done on-line to allow the City a rapid mechanism to verify submittal of forms.

<http://www.lni.wa.gov/TradesLicensing/PrevWage/default.asp>. However, the City will accept documentation submitted through paper procedures. If the Contractor utilizes paper submittal, a copy shall be promptly provided to the Buyer.

**Affidavit of Wages Paid:** Annually, upon contract anniversary date, Contractor and each subcontractor shall then file the Affidavit of Wages Paid (form L700-007-000) approved by the Industrial Statistician of Washington State L&I Unless otherwise directed by the State. This may be performed on-line if the Contractor has initiated the original Intent to Pay Prevailing Wage process online. The receipt of the approved Affidavit is required before Seattle can pay the final invoice.

Payroll, wage, and cost records shall be retained, and may be audited or inspected. The Contractor, every Subcontractor, and all other individuals or firms required to pay prevailing wages are subject to investigation—including but not limited to on-site compliance interviews—by City Purchasing and Contracting Services (CPCS) and L&I regarding payment of the required prevailing wage to workers, laborers, and mechanics employed on the project. If the investigations result in a finding that an individual or firm has violated the requirement to pay the prevailing rate of wage, the Owner may withhold payments to the Contractor. The Contractor or Subcontractor may also be subject to civil penalties and may be prohibited from bidding on any contract within the State of Washington for the period specified by law.

If there is a dispute regarding classification or application of wages, CPCS and the Contractor shall attempt to resolve the dispute and correct documents accordingly. If unresolved within thirty (30) Calendar Days, CPCS may investigate or refer the dispute to L&I, and/ or U.S. Department of Labor, as applicable. If CPCS investigates, CPCS will provide written notice to the Contractor of the investigation and after such investigation is complete, will furnish written determination to the Contractor. The Contractor may appeal this determination in writing to the Director of CPCS. Other parties may file complaints to the City, L&I or US DOL. If the Contractor disagrees with the dispute determination of the City, the matter may be referred to the Director of L&I.

**Authorized Signature/Date**

*DWS*

**BID OFFER SHEET**

Page 1 of 1

Revised 6/1/2020

City of Seattle

ITB #TRN-4358

Title: Sidewalk beveling

Offer sheet reflects estimated quantities for each of the item(s) in a project. Bidders are expected to identify a firm unit cost for each item specified. The actual quantities may fluctuate up or down. The unit prices identified by each proposer will remain firm and will not be renegotiated if the estimated expenditure is not met or are exceeded. All unit prices shall include all necessary overhead and profit. The items identified in the cost proposal for the project include all the items that will be paid on the project

| Item # | Description                      | Est. Qty. | UM               | Unit Price (MANDATORY) | Extended Price (excluding sales tax) |
|--------|----------------------------------|-----------|------------------|------------------------|--------------------------------------|
| 1      | Sidewalk Repairs 1/4" to 1/2"    | 500       | Inch Feet        | <b>\$43.91</b>         | \$21,955                             |
| 2      | 1/2" Sidewalk Repairs 5/8" to 1" | 500       | Inch Feet        | <b>\$43.91</b>         | \$21,955                             |
| 3      | Sidewalk Repairs 1 1/8" to 2"    | 500       | Inch Feet        | \$43.91                | \$21,955                             |
| 4      | Before & After Photos            | 500       | NA               | \$1                    | \$500                                |
| 5      | Emergency Work                   | 10        | Mobilization Fee | \$1                    | \$10                                 |
| 6      | Daily Reports                    | Daily     | N/A              | \$1                    | \$1                                  |
| 7      | GIS/Excel/Shape Files/           | 1         | N/A              | \$1                    | \$1                                  |
| 8      | Traffic Control                  | Daily     | N/A              | \$1                    | \$1                                  |
| 9      | Recycling                        | Daily     | N/A              | \$1                    | \$1                                  |
| 10     | Inspection Services              | 8         | Hourly Rate      | \$1                    | \$8                                  |
|        | <b>TOTAL</b>                     |           |                  |                        | <b>\$65,865</b>                      |

Billing Units: Services are billed in "Inch Feet". An inch foot is calculated by measuring the average height of the sidewalk off-set and multiplying this average by the length of the cut.

Example: A sidewalk off-set on a 4-foot wide sidewalk that consists of a 0.5" rise on one side, and tapers down to a zero rise on the other is calculated as follows:

$$\frac{0.5" + 0"}{2} \times 4\text{ft} = 1\text{-inch foot}$$

1. It is MANDATORY that you provide a Unit Price. If there is an error between the Unit Price and Extended Price, the City will correct the Extended Price.
2. The bid prices shall include and cover all duties, handling and transportation charges and all charges incidental to the requested work excluding Sales Tax or Use Tax. Offer shall agree to all City Contract Terms and Conditions without exception.
3. Do not mark, write-in or add any exceptions to the specifications, schedule, terms or conditions. Do not attach alternative boilerplate. Any such exceptions can invalidate your Offer and the Buyer can reject your Bid.
4. If you make an error in typing your prices or any corrections to your Offer Submittal, you may mark it in ink and initial the correction. If it is not marked in ink and or it is not initialled, the Buyer may reject your bid. Do not use whiteout.

5. Price Changes in future contract years shall be in accordance with the specifications. Whole sale and mark-up discount rates will not change through the life of the contract. Other price changes are restricted to the specifications stated in the solicitation and the contract.
6. Prompt Payment Discount: \_\_ 0 % \_\_ 0 \_\_ days. Note: Prompt payment discount periods equal to or greater than 10 calendar days will receive consideration and bid pricing will be reduced for evaluation by the amount of that discount.
7. Interlocal Agreement: The City of Seattle has entered into Interlocal Agreements with other governmental agencies pursuant to RCW 39.34, in lieu of those agencies conducting a separate competitive bid. Does Vendor agree to provide this product or service to such agencies?

Yes: \_\_ \_\_ \_\_ No: \_\_ \_\_ \_\_

8. Prevailing Wages: If Prevailing wages apply to any awarded contract, confirm your intent to pay prevailing wages and that such wages are considered within your Offer.

Yes: \_\_ \_\_ \_\_

This section shall not be used in the evaluation of bids but will be used to administer wage increases if necessary due to prevailing wage changes over the life of the contract. Since prevailing wages may require the Vendor to request an adjustment to costs billed to the City in future years, provide this remaining information to allow the City to receive and analyze cost increases that are the result of a prevailing wage increase:

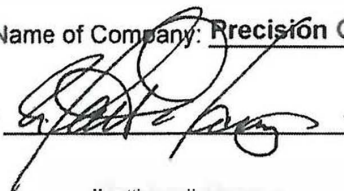
Specify the Job Classification and Hourly Wage Rate that is reflected in your Offer for labor classifications that will perform the Services.

| Job Classification    | Hourly Wage Rate |
|-----------------------|------------------|
| Concrete Saw Operator | \$47.44          |
|                       | \$               |
|                       | \$               |

9. Do not add travel time as an additional charge. Billing hours will begin when workers arrive at the jobsite.

By submitting this Bid, Vendor acknowledges he/she has read and understands the entire Invitation to Bid and agrees to comply with its terms and conditions. The Vendor also agrees to fulfill the offer made in their Bid through any subsequently awarded Contract.

Full Legal Name of Company: Precision Concrete Cutting, Inc.

Signed By: 

Printed Name: \_\_ M\_a\_t\_t\_h\_e\_w\_H\_a\_n\_e\_y \_\_\_\_

Date: \_\_ 5/15/18 \_\_



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**Authorized Signature/Date**

*David Stubblefield* 05/20/2020

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DWS

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Revised 6/1/2020

City of Seattle

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| 7      | GIS/Excel/Shape Files/           | 1         | N/A              | \$1                    | \$1                                  |
| 8      | Traffic Control                  | Daily     | N/A              | \$1                    | \$1                                  |
| 9      | Recycling                        | Daily     | N/A              | \$1                    | \$1                                  |
| 10     | Inspection Services              | 8         | Hourly Rate      | \$1                    | \$8                                  |
|        | TOTAL                            |           |                  |                        | \$65,321                             |

Billing Units: Services are billed in "Inch Feet". An inch foot is calculated by measuring the average height of the sidewalk off-set and multiplying this average by the length of the cut.

Example: A sidewalk off-set on a 4-foot wide sidewalk that consists of a 0.5" rise on one side, and tapers down to a zero rise on the other is calculated as follows:

$$\frac{0.5" + 0"}{2} \times 4\text{ft} = 1\text{-inch foot}$$

1. It is MANDATORY that you provide a Unit Price. If there is an error between the Unit Price and Extended Price, the City will correct the Extended Price.
2. The bid prices shall include and cover all duties, handling and transportation charges and all charges incidental to the requested work excluding Sales Tax or Use Tax. Offer shall agree to all City Contract Terms and Conditions without exception.
3. Do not mark, write-in or add any exceptions to the specifications, schedule, terms or conditions. Do not attach alternative boilerplate. Any such exceptions can invalidate your Offer and the Buyer can reject your Bid.
4. If you make an error in typing your prices or any corrections to your Offer Submittal, you may mark it in ink and initial the correction. If it is not marked in ink and or it is not initialled, the Buyer may reject your bid. Do not use whiteout.



5. Price Changes in future contract years shall be in accordance with the specifications. Whole sale and mark-up discount rates will not change through the life of the contract. Other price changes are restricted to the specifications stated in the solicitation and the contract.
6. Prompt Payment Discount: \_\_ 0 % \_\_ 0 \_\_ days. Note: Prompt payment discount periods equal to or greater than 10 calendar days will receive consideration and bid pricing will be reduced for evaluation by the amount of that discount.
7. Interlocal Agreement: The City of Seattle has entered into Interlocal Agreements with other governmental agencies pursuant to RCW 39.34, in lieu of those agencies conducting a separate competitive bid. Does Vendor agree to provide this product or service to such agencies?

Yes: \_\_ \_\_ \_\_ No: \_\_ \_\_ \_\_

8. Prevailing Wages: If Prevailing wages apply to any awarded contract, confirm your intent to pay prevailing wages and that such wages are considered within your Offer.

Yes: \_\_ \_\_ \_\_

This section shall not be used in the evaluation of bids but will be used to administer wage increases if necessary due to prevailing wage changes over the life of the contract. Since prevailing wages may require the Vendor to request an adjustment to costs billed to the City in future years, provide this remaining information to allow the City to receive and analyze cost increases that are the result of a prevailing wage increase:

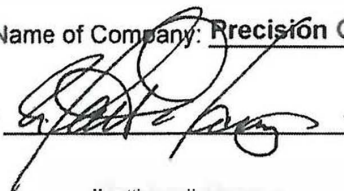
Specify the Job Classification and Hourly Wage Rate that is reflected in your Offer for labor classifications that will perform the Services.

| Job Classification    | Hourly Wage Rate |
|-----------------------|------------------|
| Concrete Saw Operator | \$47.44          |
|                       | \$               |
|                       | \$               |

9. Do not add travel time as an additional charge. Billing hours will begin when workers arrive at the jobsite.

By submitting this Bid, Vendor acknowledges he/she has read and understands the entire Invitation to Bid and agrees to comply with its terms and conditions. The Vendor also agrees to fulfill the offer made in their Bid through any subsequently awarded Contract.

Full Legal Name of Company: Precision Concrete Cutting, Inc.

Signed By: 

Printed Name: \_\_ M\_a\_t\_t\_h\_e\_w\_H\_a\_n\_e\_y \_\_\_\_

Date: \_\_ 51.1.51.18 \_\_



The City of Seattle  
**PURCHASING SERVICES**  
700 – 5th AVE #4112  
PO BOX 94687  
Seattle, WA 98124-4687

## VENDOR CONTRACT

|                                                         |                                          |                        |
|---------------------------------------------------------|------------------------------------------|------------------------|
| Vendor Contract #<br>0000004358                         | Date<br>04/24/2019                       | Change Order<br>1      |
| Payment Terms<br>Net30 days                             | Freight Terms<br>FOB Job Site            |                        |
| Procurement<br>Strategic Advisor:<br>David Stubblefield | Email:<br>David.stubblefield@seattle.gov | Phone:<br>206-684-0452 |

Vendor #: 0000328033  
Precision Concrete Cutting, Inc  
3191 N. Canyon Road  
Provo, UT 84604

Contact: Kent Emmert  
Phone #: 206-265-9363  
Email: [kentemert@safesidewalks.com](mailto:kentemert@safesidewalks.com)

**Ship To:**  
CITY DEPARTMENTS

**Bill To:**  
ORDERING DEPARTMENT, SEE ATTACHMENT

### I. BACKGROUND

The City of Seattle ("City") awarded a contract to **Precision Concrete Cutting, Inc.** as a result of an Invitation to Bid, ITB No. TRN-4358 for **CONCRETE BEVELING SERVICES (Trip Hazard Repair)** (the "Contract"). The Contract is available to all *City Departments*.

### II. CHANGE ORDER DESCRIPTION

One-year contract extension.

### III. CONTRACT HISTORY

| Contract Action    | Description of Contract Action | Contract Term Dates/Comments |
|--------------------|--------------------------------|------------------------------|
| Contract Execution | Contract Execution             | 06/01/2018 – 05/31/2019      |
| Change Order #1    | Contract Extension             | 06/01/2019 – 05/31/2020      |

### IV. ADDITIONAL NOTES

The authorized City of Seattle Department Representative will place orders. Invoices must be mailed in duplicate to the CITY OF SEATTLE, Accounts Payable, per attached list.

### PREVAILING WAGE

The awarded Contractor and all subcontractors shall file an "Intent to Pay Prevailing Wage" concurrent with the execution of the contract and annually thereafter. The Contractor shall reference Blanket

Authorized Signature/Date

*David Stubblefield* 4/24/19

Contract Number #4358 and the Contractor and their subcontractor(s) shall then promptly submit the "Intent to Pay Prevailing Wage" to the Department of Labor & Industries for approval. The City requests this be done on-line to allow the City a rapid mechanism to verify submittal of forms. <http://www.lni.wa.gov/TradesLicensing/PrevWage/default.asp>. However; the City will accept documentation submitted through paper procedures. If the Contractor utilizes paper submittal, a copy shall be promptly provided to the Buyer.

Affidavit of Wages Paid: Annually, upon contract anniversary date, Contractor and each subcontractor shall then file the Affidavit of Wages Paid (form L700-007-000) approved by the Industrial Statistician of Washington State L&I Unless otherwise directed by the State. This may be performed on-line if the Contractor has initiated the original Intent to Pay Prevailing Wage process on line. The receipt of the approved Affidavit is required before Seattle can pay the final invoice.

Payroll, wage, and cost records shall be retained, and may be audited or inspected. The Contractor, every Subcontractor, and all other individuals or firms required to pay prevailing wages are subject to investigation—including but not limited to on-site compliance interviews—by City Purchasing and Contracting Services (CPCS) and L&I regarding payment of the required prevailing wage to workers, laborers, and mechanics employed on the project. If the investigations result in a finding that an individual or firm has violated the requirement to pay the prevailing rate of wage, the Owner may withhold payments to the Contractor. The Contractor or Subcontractor may also be subject to civil penalties and may be prohibited from bidding on any contract within the State of Washington for the period specified by law.

If there is a dispute regarding classification or application of wages, CPCS and the Contractor shall attempt to resolve the dispute and correct documents accordingly. If unresolved within thirty (30) Calendar Days, CPCS may investigate or refer the dispute to L&I, and/ or U.S. Department of Labor, as applicable. If CPCS investigates, CPCS will provide written notice to the Contractor of the investigation and after such investigation is complete, will furnish written determination to the Contractor. The Contractor may appeal this determination in writing to the Director of CPCS. Other parties may file complaints to the City, L&I or US DOL. If the Contractor disagrees with the dispute determination of the City, the matter may be referred to the Director of L&I.



Authorized Signature/Date





The City of Seattle  
**PURCHASING SERVICES**  
700 – 5th AVE #4112  
PO BOX 94687  
Seattle, WA 98124-4687

## VENDOR CONTRACT

|                                                         |                                          |                        |
|---------------------------------------------------------|------------------------------------------|------------------------|
| Vendor Contract #<br>0000004358                         | Date<br>05/24/2018                       | Change Order           |
| Payment Terms<br>Net30 days                             | Freight Terms<br>FOB Job Site            |                        |
| Procurement<br>Strategic Advisor:<br>David Stubblefield | Email:<br>David.stubblefield@seattle.gov | Phone:<br>206-684-0452 |

Vendor #: 0000328033  
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**Bill To:**  
ORDERING DEPARTMENT, SEE ATTACHMENT

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### II. CHANGE ORDER DESCRIPTION

N/A

### III. CONTRACT HISTORY

| Contract Action    | Description of Contract Action | Contract Term Dates/Comments |
|--------------------|--------------------------------|------------------------------|
| Contract Execution | Contract Execution             | 06/01/2018 – 05/31/2019      |

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Authorized Signature/Date

*David Stubblefield* 5/30/18

"Intent to Pay Prevailing Wage" to the Department of Labor & Industries for approval. The City requests this be done on-line to allow the City a rapid mechanism to verify submittal of forms. <http://www.lni.wa.gov/TradesLicensing/PrevWage/default.asp>. However; the City will accept documentation submitted through paper procedures. If the Contractor utilizes paper submittal, a copy shall be promptly provided to the Buyer.

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*RS*

Authorized Signature/Date

## BID OFFER SHEET

Page 1 of 1  
Revised 5/1/2018  
City of Seattle  
ITB #TRN-4358  
Title: Sidewalk beveling

Offer sheet reflects estimated quantities for each of the item(s) in a project. Bidders are expected to identify a firm unit cost for each item specified. The actual quantities may fluctuate up or down. The unit prices identified by each proposer will remain firm and will not be renegotiated if the estimated expenditure is not met or are exceeded. All unit prices shall include all necessary overhead and profit. The items identified in the cost proposal for the project include all the items that will be paid on the project

| Item # | Description                   | Est. Qty. | U/M              | Unit Price (MANDATORY) | Extended Price (excluding sales tax) |
|--------|-------------------------------|-----------|------------------|------------------------|--------------------------------------|
| 1      | Sidewalk Repairs 1/4" to 1/2" | 500       | Inch Feet        | \$42                   | \$21,000                             |
| 2      | Sidewalk Repairs 5/8" to 1"   | 500       | Inch Feet        | \$42                   | \$21,000                             |
| 3      | Sidewalk Repairs 1 1/8" to 2" | 500       | Inch Feet        | \$42                   | \$21,000                             |
| 4      | Before & After Photos         | 500       | N/A              | \$1                    | \$500                                |
| 5      | Emergency Work                | 10        | Mobilization Fee | \$1                    | \$10                                 |
| 6      | Daily Reports                 | Daily     | N/A              | \$1                    | \$1                                  |
| 7      | GIS/Excel/Shape Files/        | 1         | N/A              | \$1                    | \$1                                  |
| 8      | Traffic Control               | daily     | N/A              | \$1                    | \$1                                  |
| 9      | Recycling                     | daily     | N/A              | \$1                    | \$1                                  |
| 10     | Inspection Services           | 8         | Hourly Rate      | \$1                    | \$8                                  |
|        | TOTAL                         |           |                  |                        | \$63,521                             |

Billing Units: Services are billed in "Inch Feet". An inch foot is calculated by measuring the average height of the sidewalk off-set and multiplying this average by the length of the cut.

Example: A sidewalk off-set on a 4-foot wide sidewalk that consists of a 0.5" rise on one side, and tapers down to a zero rise on the other is calculated as follows:

$$\frac{0.5" + 0"}{2} \times 4\text{ft} = 1\text{-inch foot}$$

1. It is MANDATORY that you provide a Unit Price. If there is an error between the Unit Price and Extended Price, the City will correct the Extended Price.
2. The bid prices shall include and cover all duties, handling and transportation charges and all charges incidental to the requested work excluding Sales Tax or Use Tax. Offer shall agree to all City Contract Terms and Conditions without exception.
3. Do not mark, write-in or add any exceptions to the specifications, schedule, terms or conditions. Do not attach alternative boilerplate. Any such exceptions can invalidate your Offer and the Buyer can reject your Bid.
4. If you make an error in typing your prices or any corrections to your Offer Submittal, you may mark it in ink and initial the correction. If it is not marked in ink and or it is not initialled, the Buyer may reject your bid. Do not use whiteout.



5. Price Changes in future contract years shall be in accordance with the specifications. Whole sale and mark-up discount rates will not change through the life of the contract. Other price changes are restricted to the specifications stated in the solicitation and the contract.
6. Prompt Payment Discount: 0 % 0 days. Note: Prompt payment discount periods equal to or greater than 10 calendar days will receive consideration and bid pricing will be reduced for evaluation by the amount of that discount.
7. Interlocal Agreement: The City of Seattle has entered into Interlocal Agreements with other governmental agencies pursuant to RCW 39.34, in lieu of those agencies conducting a separate competitive bid. Does Vendor agree to provide this product or service to such agencies?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

8. Prevailing Wages: If Prevailing wages apply to any awarded contract, confirm your intent to pay prevailing wages and that such wages are considered within your Offer.

Yes: \_\_\_\_\_

This section shall not be used in the evaluation of bids but will be used to administer wage increases if necessary due to prevailing wage changes over the life of the contract. Since prevailing wages may require the Vendor to request an adjustment to costs billed to the City in future years, provide this remaining information to allow the City to receive and analyze cost increases that are the result of a prevailing wage increase:

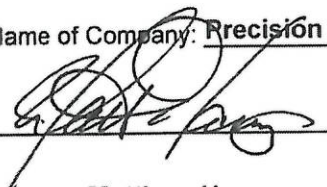
Specify the Job Classification and Hourly Wage Rate that is reflected in your Offer for labor classifications that will perform the Services.

| Job Classification    | Hourly Wage Rate |
|-----------------------|------------------|
| Concrete Saw Operator | \$47.44          |
|                       | \$               |
|                       | \$               |

9. Do not add travel time as an additional charge. Billing hours will begin when workers arrive at the jobsite.

By submitting this Bid, Vendor acknowledges he/she has read and understands the entire Invitation to Bid and agrees to comply with its terms and conditions. The Vendor also agrees to fulfill the offer made in their Bid through any subsequently awarded Contract.

Full Legal Name of Company: Precision Concrete Cutting, Inc.

Signed By: 

Printed Name: Matthew Haney

Date: 5/15/18

# City of Seattle CONTRACT

## Terms and Conditions

1. **Entire Agreement.** This Contract comprises the entire agreement between the City of Seattle (Seattle) and the Contractor. The Contract is defined to explicitly include the City's Purchase Order/Vendor or Blanket Contract, the City's Solicitation and all Addendums and Vendor's Offer. Where there are conflicts between these documents, the controlling documents will be in that same sequence, with the first taking priority over the last listed.
2. **Mutual Acceptance:** This Contract has been accepted by both parties upon signature by the City of Seattle. The Contractor may provide an adjoining signature, or may indicate mutual acceptance by receiving the Contract from the City without objection. If the Contractor objects, the Contractor must provide immediate written notice to the City Purchasing Department upon receipt of the Contract.
3. **Term:** Any term specified in the solicitation or specification shall prevail. Should this be a one-time purchase, the Contract shall commence on the date the City's Buyer signs the same and shall expire sixty (60) days after delivery and acceptance of last item. If a Contract award, this contract shall be for the term specified in the solicitation, and if not specified shall be five years, with one two-year extension allowed at the option of the City. Such extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew. The Contractor may provide also provide a notice to not extend, but must provide such notice at least 45 days prior to the otherwise automatic renewal date.
4. **Schedule:** Unless the City Buyer issues a written change, Contractor shall deliver the items or render the services by the due date or delivery schedule stated on the Contract. At the City's option, Contractor's failure to timely deliver or to perform may require expedited shipping at Contractor's expense, or may be cause for termination of the Contract and the return of all or part of the items at Contractor's expense. If Contractor anticipates difficulty in meeting the schedule, the Contractor shall promptly notify the City's Buyer of such difficulty and the length of the anticipated delay.
5. **Limits of Sales to Authorized Products and Services:** Contractor has responsibility to limit sales to those products or services authorized within the Contract, whether authorized by changes and amendments or stated within the original contract scope. The Contractor is responsible for refusing orders that are not properly authorized by the contract or through other proper Purchase Orders issued by authorized persons from the City. If the Contractor has consistent sales of unauthorized products or services, the City reserves the right to use any of the following: terminate the contract in accordance with termination provisions, place the Contractor payments on "hold" for all incoming invoices while the City determines which are authorized items eligible for payment, and/or refuse certain invoices that contain non-authorized items.
6. **Adjustments:** The City Buyer at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; extension of contract duration, and ancillary matters that Contractor may accommodate without substantial additional expense to the City.
7. **Changes and Expansion Authority:** No modification of this Contract shall be effective unless in writing and signed by an authorized representative of the City. The only person authorized to make amendments on behalf of the City is the designated Buyer from City Purchasing, Department of Finance and Administrative Services. . The City Buyer shall issue change notices to Contractor, and such notices shall take be considered to take effect and be mutually acceptable, upon sole signature of the City Buyer, unless timely written objection is received from the Contractor..
8. **Contract Expansion:** This contract may be expanded as mutually agreed, if such expansion is approved by the City Buyer. Expansions must be issued in writing from the City Buyer in a formal notice. The Buyer will ensure the expansion meets the following criteria collectively: (a) it could not be separately bid, (b) the change is for a reasonable purpose, (c) the change was not reasonably known to either the City or Contractors at time of bid or else was mentioned as a possibility in the bid (such as a change in environmental regulation or other law); (d) the change is not significant enough to be reasonably regarded as an independent body of work; (e) the change could not have attracted a different field of competition; and (f) the change does not vary the essential identity or main purpose of the contract. The Buyer shall make this determination, and may make exceptions for immaterial changes, emergency or sole source conditions, or for other situations as required in the opinion of the Buyer. Note that certain changes are not considered an expansion of scope, including an increase in quantities ordered, the exercise of options and alternates in the bid, or ordering of work originally identified within the originating solicitation. If such changes are approved, changes are conducted as a written order issued by the City Purchasing Buyer in writing to the Contractor.
9. **Invoices:** Invoices must show line item detail and price for each. Invoices must provide the name of the City employee that placed the order, and the Contract number. An invoice is considered received when it is date-stamped as received by the office of the recipient who is designated within this contract. If the invoice is not date-stamped or otherwise marked as received by a department, the date of the invoice will be considered the date the invoice is received.



If the pricing structure is based upon a discount below list, or a mark-up above cost, then the Contractor must provide a method for tracking the cost of the item to the City, with the City discount calculation displayed so that pricing discounts can be easily tracked and verified by the City. Seattle will not be bound by prices contained in an invoice that are higher than those in the contract. Unless the higher price has been accepted by the City and the contract amended, the invoice may be rejected and returned to the Contractor for corrections.

For contracts where prevailing wages are required, the Contractor must include a statement that certifies Prevailing Wages have been paid by the Contractor and subcontractors, if any.

10. **Delayed Invoice Submittal:** Invoices must be submitted to the City within 60 days, of either the date the City received, inspected and accepted delivery of all goods, the date the City accepted final completion of all services, or the date of receipt of a correct invoice, whichever date is later.

11. **Payment/Payment Procedures:** Seattle agrees to compensate as specified herein or attached, in consideration of acceptable Contractor performance and a properly completed and received invoice as specified in item 9 above. Payment shall only be made for services performed and/or product delivered, after receipt, review, and authorization by the City. Payment periods will be computed from the date of receipt of a correct invoice. If the City is unable to pay within the period allowed for early payment discount, the payment term will revert to net thirty (30) days after the City's receipt of the invoice and acceptance of the goods or completion and acceptance of the services. A payment is considered made on the day it is mailed or is available. This section is not intended to restrict partial payments that are specified in the contract. All dollars referenced in this Contract and attachments are US Dollars.

Disputed Items: The City may withhold payment for disputed items. Disputed items include, but are not restricted to, improperly prepared invoices, lack of appropriate supporting documentation, unapproved staff or staff rates on the invoice, and unsatisfactory work product or services. The City will promptly notify the Vendor in writing, outlining the disputed items, the amount withheld and actions the Vendor must take to resolve the disputed items. The City default is to delay payment until a revised invoice is submitted and approved. However, the Vendor may request partial payment for the approved amounts, if the unapproved amount represents a small share of the total invoice. The City shall pay the revised invoice within thirty (30) calendar days of receipt.

Legal Fees: In any action brought to collect interest due under this Section, the prevailing party is entitled to an award of reasonable attorney fees.

12. **Overages/Underage:** Shipments shall match the purchase order, any unauthorized advance or excess shipments are returnable at Contractors expense. The City is not obligated to return overages and will not pay for overages.

13. **Taxes, Fees and Licenses.**

**Fees and Licenses:** Contractor shall pay for and maintain in a current status, any license fees, assessments, permit charges, etc., which are necessary for contract performance. It is the Contractor's sole responsibility to monitor and determine any changes or the enactment of any subsequent requirements for said fees, assessments, or charges and to immediately comply with said changes during the entire term of this Contract. Contractor must pay all custom duties, brokerage or import fees where applicable as part of the contract price. Contractor shall take all necessary actions to ensure that materials or equipment purchased are expedited through customs.

**Taxes:** Where required by State statute, ordinance or regulation, Contractor shall pay for and maintain in current status all taxes that are necessary for contract performance. Unless otherwise indicated, Seattle agrees to pay State of Washington sales or use taxes on all applicable consumer services and materials purchased. No charge by the Contractor shall be made for federal excise taxes and Seattle agrees to furnish Contractor with an exemption certificate where appropriate.

**Withholding payment for taxes/business license fees due the City of Seattle:** If specified by Seattle Municipal Code the Director of the Department of Finance and Administrative Services may withhold payment due a City contractor pending satisfactory resolution of unpaid taxes and fees due the City.

Supplier is to calculate and enter the appropriate Washington State and local sales tax on the invoice. Tax is to be computed on new items after deduction of any trade-in, in accordance with WAC 458-20-247.

**Rebate:** The total rebate due to the City shall be paid in check to the City of Seattle, Department of Finance and Administrative Services (FAS), Attn: Accounting – Purchasing Rebates, PO Box 94689, Seattle WA 98124-4689. Send a "copy" of the rebate check with any supporting documents to PO Box 94687, Seattle WA 98124-4687.

If the vendor agrees to Interlocal Agreement Sales on the Offer Form, sales conducted within this contract authority to other jurisdictions shall also incur the rebate which shall be calculated and paid to the City of Seattle, unless the City



instructs the vendor otherwise through written notice. For the first year, rebates will be made for total payments made to the Vendor under this Contract, starting from the date of Contract award to June 30. For every year thereafter, the rebates will be made for total payments made to the Vendor for the period starting from July 1 of each year to June 30 of the following year,

Vendor shall track payments made by other Agencies utilizing this Contract via Inter-local Agreement. The City will provide the Vendor with a report showing the City's payments to the Vendor for the appropriate time period. Rebates will be due 30 days from Vendor's receipt of the City's report.

All monies spent between the City and the vendor are part of the rebate calculation, unless the vendor can clearly differentiate a spend category or separate contract that is not associated with the contract. If the Vendor's records conflict with the City's reports, Vendor shall contact the buyer and provide supporting documentation which shall consist of a report showing the 1) City Ordering Department/ Other Public Agency using this contract 2) Invoice Number, 3) Date of Invoice, 4) Dollar Amount "excluding" tax, 5) Any other relevant information. This report should also show all credits and returns made by the City Departments.

If the rebate is late, the City reserves the right to "hold" all future invoice payments until the rebate has been issued, or to withhold the rebate amount from the next invoice payment due to the vendor.

14. **Pricing:** Pricing reflects the following Terms.. These are in addition to annual Prevailing Wage adjustments if required. The Buyer may exempt these requirements for extraordinary conditions that could not have been known by either party at the time of bid or other circumstances beyond the control of both parties, as determined in the opinion of the Buyer. Such changes (whether increases or decreases) may only be issued by the City Purchasing Buyer (Department of Finance and Administrative Services). No other individual or City Department is authorized to approve such modifications. Changes shall be issued in writing by the City Purchasing Buyer. Absent a written contract document, such changes shall not be considered effective. The Change Order shall not require joint signature, and implies concurrence unless the Contractor rejects in writing immediately upon receipt of such a Change Order.

**Requests for Price Decreases:** Contractors can offer greater discounts or lower prices at any time when a specific order is placed or when a long-term change in costs allows the Contractor to offer a permanent change to the contract prices. Requests that reduce pricing charged to the City may be delivered to the City Purchasing Buyer at any time during the contract period. Such price reductions should use the same pricing structure as the original contract (i.e. discounts below list, mark-up above, fixed price, or hourly rates). The City may likewise initiate a request to the Contractor for price reductions, subject to mutual agreement of the Contractor.

**Requests for Price Increases:** Requests that increase costs to the City must be delivered to the City Purchasing Buyer in accordance to the rules below. No other employee may accept a rate increase request on behalf of the City. Any invoice that is sent to the City with pricing above that specified by the City in writing within this Contract or specified within an official written change issued by City Purchasing to this contract, shall be invalid. Payment of an erroneous invoice does not constitute acceptance of the erroneous pricing, and the City would seek reimbursement of the overpayment or would withhold such overpayment from future invoices.

- A. **Discount from Manufacturer List Pricing:** The City will not accept requests to change discount rates below Manufacturer List prices or mark-up above wholesale, except for those that are more favorable to the City than the original contract. As manufacturer list prices change, the net price to the City will automatically change in the same percentage as the discount rate to the City.
- B. **One-time Purchase Order Prices:** For a one-time purchase, pricing shall be firm and fixed for that purchase, and shall not be subject to requests for price increases by the Contractor. With this said, the Contractor may submit requests to reduce and decrease the price.
- C. **Hourly Rates or Service Pricing:** For multi-year contracts that provide services. The Contractor may submit a price reduction that implements a lower and more favorable cost to the City at anytime during the contract. Contractor requests for rate increases must be no sooner than two years after contract signature, are at the discretion of the Buyer; and must be:
1. The direct result of increases to wage rates and do not exceed the U.S. Dept. of Labor Consumer Price Index (CPI) for All Urban Consumers Seattle-Tacoma-Bremerton or other appropriate service rate index agreed upon between the Buyer and the Contractor. A link to the CPI Data is available at <http://data.bls.gov/PDQ/outside.jsp?survey=wp>
  2. Calculated over the previous 12-month period.
  3. Not produce a higher profit margin than that on the original contract.
  4. Clearly identify the service titles and the hours of service performed if specified within the contract and the before and after wage rates for such titles.
  5. Be filed with Buyer a minimum of 90 calendar days before the effective date of proposed increase.
  6. Be accompanied by detailed documentation acceptable to the Buyer sufficient to warrant the increase.
  7. The Adjustment (if any) shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
  8. Should not deviate from the original contract pricing scheme/methodology



D. **Fixed Product Pricing:** For contracts that provide on-going, multiple year supply of products, the Contractor may submit notice of a price reduction that provides lower prices to the City, at any time during the contract. Requests by the Contractor to increase pricing shall be no sooner than two years after the execution of the contract, are at the discretion of the Buyer; and must also be:

1. The direct result of increases at the manufacturer's or supplier's level).
2. Incurred one (1) year after contract commencement date.
3. Not produce a higher profit margin than that on the original contract.
4. Clearly identify the items impacted by the increase.
5. Be filed with Buyer a minimum of 90 calendar days before the effective date of proposed increase.
6. Be accompanied by detailed documentation acceptable to the Buyer sufficient to warrant the increase.
7. The United States published indices such as the The U.S. Dept. Of Labor Consumer Price Index (CPI), Producer Price Index (PPI) or other data may be referenced to help substantiate the Contractor's documentation.
8. The Adjustment (if any) shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
9. Should not deviate from the original contract pricing scheme/methodology.

Seattle will not be bound by prices contained in an invoice that are higher than those in the contract. Unless the higher price has been accepted by the City and the contract amended, the invoice may be rejected and returned to the Vendor for corrections

15. **Catalogue and Manufacturer List Pricing:** Upon City request, the Contractor shall provide access to the "Manufacturer's Current Price List" in electronic and/or paper format. Such requests may be for current catalogue pricing or for past catalogue that are within the term of the contract.

16. **Order Cancellation - Returns and Restocking:** Unless specified otherwise in the Solicitation the following shall apply:

- Contractor Error: No restocking charge for items ordered due to Contractor error. Contractor pays all shipping costs.
- Stocked Items: No restocking fee applies if new, unused, in original packaging and shipped back within 30 days of receipt by the City. Customer pays the shipping cost.
- Non-Stocked Items: Item(s) may be returned if new, unused, in original packaging and shipped back within 30 days of receipt. The Contractor may charge the customer reasonable expenses incurred up until the date of cancellation, expenses

that could not be reasonably avoided or offset by the Contractor. In no event will the charge exceed 10%" of the total cost of the order.

- Non-Standard Items: Items that are custom engineered and fabricated to design specifications may be returned under the terms negotiated between the parties upon request of the City.
- Failure to perform: If Contractor has presented a particular product as suitable and fit for the purpose described by the City herein or upon order by the City, and the product fails to perform as advised and/or specified, that shall be defined as a Contractor error. No restocking charge shall be charged to the City. Further, if such fitness could not have been determined until the product had been in use, the City may return the product opened and used within 30 days of receipt without penalty or charges due to the City.

17. **Idling Prohibited (Delivery Services):** Vehicles and/or diesel fuel trucks shall not idle at the time and location of the delivery to the City for more than five minutes. The City requires Contractors to utilize practices that reduce fuel consumption and emission discharge, including turning off trucks and vehicles during delivery of products to the City. Exceptions to this requirement include when a vehicle is making deliveries and associated power is necessary; when the engine is used to provide power in another device, and if required for proper warm-up and cool-down of the engine. Specific examples include "bucket" trucks that allow a worker to reach wires on telephone poles or tree branches for trimming; and vehicles with a lift on the back of a truck to move products in and out of the truck. The City of Seattle has a commitment to reduction of unnecessary fuel emissions. The City intends to improve air quality by reducing unnecessary air pollution from idling vehicles. Limiting car and truck idling supports cleaner air, healthier work environments, the efficient use of city resources, the public's enjoyment of City properties and programs, conservation of natural resources, and good stewardship practices.

18. **Travel and Direct Charges:** If the specifications or scope of work for this purchase have specifically identified travel and/or direct costs that the City intends to reimburse, then the following requirements shall apply. All such expenses must be pre-approved in writing by the Project Manager. If the specifications and scope of work do not clearly identify such costs for compensation, than no compensation will be given.

- City will reimburse the Contractor at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses. Direct charges may include, but





are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants or subcontractors.

- The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, receipts, subconsultant/subcontractor paid invoices, and other supporting documents used by the Contractor to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All third party charges must be necessary for the services provided under this Contract.
- The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Seattle Travel Policy, details of which can be provided upon request.
- **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach class fare only. Receipts detailing each airfare are required. Unusual itineraries or multi-leg trips shall be prorated to the business requirements of this contract at the sole discretion of the City.
- **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate (*excluding the "Incidental" portion of the published CONUS Federal M&I Rate*) for the city in which the work is performed (the current Federal Per Diem daily meal rate used by the City for reimbursement will be provided upon request). *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published Runzheimer Cost Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- **Vehicle Mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in effect at the time the mileage expense is incurred. Documentation of mileage incurred is required. Please note: payment for mileage incurred for long distances traveled shall not be more than an equivalent trip round-trip airfare on a commercial airline for a coach or economy class ticket.
- **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are

required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).

- **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- **Miscellaneous other business expenses** Other miscellaneous third party business expenses if allowed by this contract (e.g. printing, photo development, binding, courier, etc): will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all third party miscellaneous expenses that are billed.
- **Subcontractor:** Subcontractor expenses if allowed by this contract will be reimbursed at the actual cost incurred and may not include a mark up. Copies of all subcontractor invoices that are rebilled to the City are required.

19. **Delivery Time:** Except when instructed otherwise, delivery must be made during normal working hours and within timeframes proposed by Contractor herein and as accepted by Seattle. Failure to comply may subject Contractor to non-delivery assessment charges and/or damages as appropriate. Seattle reserves the right to refuse shipment when delivered before or after normal working hours. Contractor shall verify specific working hours of offices and so instruct carrier(s) to deliver accordingly. The acceptance by Seattle of late performance without objection or reservation shall not waive the right of Seattle to claim damages for such breach, nor preclude Seattle from pursuing any other remedy provided herein, including termination, nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Contractor.

20. **Title, Risk of Loss, Freight, Overages or Underages:** Contractor warrants that he/she has properly produced, stored, packaged, boxed and shipped the products and goods for delivery, at Contractor's expense. No charges will be allowed for handling that includes but is not limited to packing, wrapping, bags, containers, or reels, unless otherwise stated herein. All deliveries are to be made to the applicable delivery location in accordance with Interstate Commerce Commission rules or as indicated in Purchase Order. When applicable, Contractor shall take necessary actions to safeguard items during inclement weather. Title of goods received under this contract shall remain with the Contractor until they are delivered, inspected and accepted at the address specified, at which time title passes to Seattle. Regardless of FOB point, Contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery, inspection and acceptance by Seattle. Such loss, injury, or destruction shall not release Contractor from any obligations under.





Prices include freight prepaid. Contractor assumes the risk of every increase, and receives the benefit of every decrease, in delivery rates and charges. Shipments shall correspond with the Contract; any unauthorized advance or excess shipment is returnable at Contractor's expense.

21. **Identification:** All invoices, packing slips, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written documents affecting this contract shall be identified by the applicable purchase order number. Packing lists shall be enclosed with each shipment, indicating the contents therein.
22. **Rejection of Goods:** Goods shall not be deemed accepted until the City completes receipt, inspection and acceptance. The City may reject goods upon notice to the Contractor without the requirement to specify the reason(s) for rejection. The City can return non-conforming goods, require Contractor to replace non-conforming goods, or require Contractor to repair non-conforming goods to meet requirements, at the Contractor cost.
23. **Liens:** Contractor warrants all products are free and clear of liens.
24. **Contract Notices:** Contract notices shall be delivered to the Buyer at the addresses specified in the solicitation and to the Vendor using the Vendor contact and address information specified in the Vendor's bid response, unless the Vendor designates in writing other contact information for such Notices.
25. **Representations:** Contractor represents and warrants that it has the requisite training, skill and experience necessary to provide Work and is appropriately accredited and licensed by all applicable agencies and governmental entities.
26. **Warranties:** Contractor warrants that all materials, equipment, and/or services provided under this Contract shall be fit for the purpose(s) for which intended, for merchantability, are properly packaged, proper instructions and warnings are supplied, that all goods comply with applicable safety and health standards, that an MSDS Sheet is supplied as required by law, and that products or services conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by Seattle shall not alter or affect the obligations of the Contractor or the rights of Seattle.
27. **Independent Contractor:** It is the intention and understanding of the Parties that Contractor shall be an independent contractor and that Seattle shall be neither liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of employment. The Contractor shall pay all income and other taxes as due. Industrial or other insurance that is purchased for the benefit of the Contractor shall not be deemed to convert this Contract to an employment contract. It is recognized that

Contractor may or will be performing work during the term for other parties and that Seattle is not the exclusive user of the services that Contractor provides.

28. **Inspection:** Work shall be subject, at all times, to inspection by and with approval of Seattle, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Work in accordance with this Contract, notwithstanding Seattle's knowledge of defective or noncomplying performance, its substantiality or the ease of its discovery. Contractor shall provide sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.
29. **Performance:** Acceptance by Seattle of unsatisfactory performance with or without objection or reservation shall not waive the right to claim damage for breach, or terminate the contract, nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by Contractor.
30. **Affirmative Efforts:**
  - Employment Actions: Contractor shall not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Contractor shall affirmatively try to ensure applicants are employed, and employees are treated during employment, without regard to race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of any sensory, mental or physical handicap. Such efforts include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other compensation, and training.
  - In accordance with Seattle Municipal Code Chapter 20.42, Contractor shall actively solicit the employment and subcontracting of women and minority group members when there are commercially useful purposes for fulfilling the scope of work.
  - In the event Subcontracting is considered appropriate and feasible to contract performance, the Contractor shall develop a Subcontracting Plan, which also may be referred to as an Outreach Plan. The Subcontracting (Outreach) Plan shall specify the Contractor's affirmative efforts and an agreement to the City for subcontracting to women and minority businesses, and/or diverse employment. The Subcontracting (Outreach) Plan, as submitted and/or as agreed upon with the City thereafter, shall be incorporated as a material part of the Contract. In preparing the Subcontracting (Outreach) Plan, Contractors shall actively solicit qualified, available and capable women



and minority-owned businesses to perform the subcontracting work for the contract. The Contractor shall submit the Subcontracting (Outreach) Plan to the City with the solicitation and/or prior to contract execution. At the request of the City, Contractor shall promptly furnish evidence of the Contractor's compliance with these requirements, which may include a list of all subcontractors and/or WMBE subcontractors, and may include a request for copies of the executed agreements between the Contractor and subcontractors, invoices and/or performance reports.

- If upon investigation, the Director of Finance and Administrative Services finds probable cause to believe that the Contractor has failed to comply with the requirements of this Section, the Contractor shall notified in writing. The Director of Finance and Administrative Services shall give Contractor an opportunity to be heard, after ten calendar days' notice. If, after the Contractor's opportunity to be heard, the Director of Finance and Administrative Services still finds probable cause, s/he may suspend the Contract and/or withhold any funds due or to become due to the Contractor, pending compliance by the Contractor with the requirements of this Section.
- Any violation of the mandatory requirements of this Section, or a violation of Seattle Municipal Code Chapter 14.04 (Fair Employment Practices), Chapter 14.10 (Fair Contracting Practices), Chapter 20.45 (City Contracts – Non-Discrimination in Benefits), or other local, state, or federal non-discrimination laws, shall be a material of contract for which the Contractor may be subject to damages and sanctions provided for by the Contractor Contract and by applicable law. In the event the Contractor is in violation of this Section shall be subject to debarment from City contracting activities in accordance with Seattle Municipal Code Section 20.70 (Debarment).

31. **Assignment:** Contractor shall not assign any of its obligations under this Contract without Seattle's written consent, which may be granted or withheld in Seattle's sole discretion.
32. **Subcontracting:** Contractor shall not subcontract any of its obligations under this Contract without Seattle's written consent, which may be granted or withheld in Seattle's sole discretion. Contractor shall ensure that all subcontractors comply with the obligations, requirements and terms and conditions of the subcontract, except for Equal Benefit provisions. Seattle's consent to subcontract shall not release the Contractor from liability under this Contract, or from any obligation to be performed under this Contract, whether occurring before or after such consent to subcontract.
33. **Key Persons and Subcontractors.** Contractor shall not transfer, reassign or replace any individual or subcontractor

that is determined to be essential or that has been agreed upon in the Contractor's Subcontracting (Outreach) Plan, without express written consent of Seattle. If during the term of this Contract, any such individual leaves the Contractor's employment or any named subcontract is terminated for any reason, Contractor shall notify Seattle and seek approval for reassignment or replacement with an alternative individual or subcontractor. Upon Seattle's request, the Contractor shall present to Seattle, one or more subcontractors or individual(s) with greater or equal qualifications as a replacement. Continued achievement of the Subcontracting (Outreach) Plan that was incorporated into this Contract by reference, if any, and the associated subcontract awards, aspirational goals and efforts, will be one of the considerations in approval of such changes. Seattle's approval or disapproval shall not be construed to release the Contractor from its obligations under this Contract.

34. **Involvement of Current and Former City Employees.** If a Contractor has any current or former City employees, official or volunteer, working or assisting on solicitation of City business or on completion of an awarded contract, you **must** provide written notice to City Purchasing of the current or former City official, employee or volunteer's name. The Vendor Questionnaire within your bid documents prompts you to answer that question. You must continue to update that information to City Purchasing during the full course of the contract. The Vendor is to be aware and familiar with the Ethics Code, and educate vendor workers accordingly.
35. **Equal Benefits.**
- Compliance with SMC Ch. 20.45: The Contractor shall comply with the requirements of SMC Ch. 20.45 and Equal Benefits Program Rules implementing such requirements, under which the Contractor is obligated to provide the same or equivalent benefits ("equal benefits") to its employees with domestic partners as the Contractor provides to its employees with spouses. At Seattle's request, the Contractor shall provide complete information and verification of the Contractor's compliance with SMC Ch. 20.45. Failure to cooperate with such a request shall constitute a material breach of this Contract. (For further information about SMC Ch. 20.45 and the Equal Benefits Program Rules call (206) 684-0430 or review information at <http://www.seattle.gov/city-purchasing-and-contracting/social-equity/equal-benefits>.)
  - Remedies for Violations of SMC Ch. 20.45: Any violation of this section shall be a material breach of Contract for which the City may:
    - a. Require the Contractor to pay actual damages for each day that the Contractor is in violation of SMC Ch. 20.45 during the term of the Contract; or
    - b. Terminate the Contract; or



- c. Disqualify the Contractor from bidding on or being awarded a City contract for a period of up to five (5) years; or
- d. Impose such other remedies as specifically provided for in SMC Ch. 20.45 and the Equal Benefits Program Rules promulgated there under.

36. **Publicity:** No news release, advertisement, promotional material, tour, or demonstration related to the City's purchase or use of the Contractor's product or any work performed pursuant to this Contract shall be produced, distributed or take place without the prior, specific written approval of the City's Project Director or his/her designee.

37. **Proprietary and Confidential Information:**

The State of Washington's Public Records Act (Release/Disclosure of Public Records) Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) all materials received or created by the City of Seattle are considered public records. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material.

The State of Washington's Public Records Act requires that public records must be promptly disclosed by the City upon request unless that RCW or another Washington State statute specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in Washington State Law (Reference RCW 42.56 and RCW 19.108).

As mentioned above, all City of Seattle offices ("the City") are required to promptly make public records available upon request. However, under Washington State Law some records or portions of records may be considered legally *exempt from disclosure*. A list and description of records identified as exempt by the Public Records Act can be found in RCW 42.56 and RCW 19.108.

If the City receives a public disclosure request for any records or parts of records that Contractor has properly and specifically listed on the City Non-Disclosure Request Form (Form) submitted with Contractor's bid/proposal, or records that have been specifically identified in this contract, the City will notify Contractor in writing of the request and will postpone disclosure. While it is not a legal obligation, the City, as a courtesy, will allow Contractor up to ten business days to obtain and serve the City with a court injunction to prevent the City from releasing the records (reference RCW 42.56.540). If you fail to obtain a Court order and serve the City within the ten days, the City may release the documents.

The City will not assert an exemption from disclosure on Contractor's behalf. If Contractor believes that its records are exempt from disclosure, Contractor is obligated to seek an injunction under RCW 42.56.540. Contractor acknowledges that the City will have no obligation or liability to Contractor if the records are disclosed.

38. **Indemnification:** To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of the work performed or goods provided under this Contract, or the Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of the City. As to the City of Seattle, the Contractor waives any immunity it may have under RCW Title 51 or any other Worker's Compensation statute. The parties acknowledge that this waiver has been negotiated by them, and that the contract price reflects this negotiation.

39. **Insurance:** Unless specified otherwise, the following is in effect. Contractor shall maintain at its own expense at all times during the term of this Contract the following insurance with limits of liability consistent with those generally carried by similarly situated enterprise:

1. Minimum Coverages and Limits of Liability. Contractor shall at all times during the term of this Agreement maintain continuously, at its own expense, minimum insurance coverage's and limits of liability as specified below:

- A. Commercial General Liability (CGL) insurance, including:
  - Premises/Operations
  - Products/Completed Operations
  - Personal/Advertising Injury
    - Contractual
    - Independent Contractors
    - Stop Gap/Employers Liability

With minimum limits of liability of \$1,000,000 each occurrence combined single limit bodily injury and property damage ("CSL"), except:

\$1,000,000 Personal/Advertising Injury  
\$1,000,000 each /disease/employee Stop Gap/Employer's Liability

B. Automobile Liability insurance, including coverage for owned, non-owned, leased or hired vehicles with a minimum limit of liability of \$1,000,000 CSL.

C. Worker's Compensation for industrial injury to Contractor's employees in accordance with the provisions of Title 51 of the Revised Code of Washington.

2. Seattle as Additional Insured. The City of Seattle shall be included as an additional insured under CGL and Automobile Liability insurance for primary and non-contributory limits of liability.



3. No Limitation of Liability. The limits of insurance coverage specified herein in subparagraph 1A are minimum limits of insurance coverage only and shall not be deemed to limit the liability of Vendor's insurer except as respects the stated limit of liability of each policy. Where required to be an additional insured, the City of Seattle shall be so for the full limits of insurance coverage required by Vendor, whether such limits are primary, excess, contingent or otherwise. Any limitations of insurance liability shall have no effect on Vendor's obligation to indemnify the City.
4. Minimum Security Requirement. All insurers must be rated A- VII or higher in the current A.M. Best's Key Rating Guide and licensed to do business in the State of Washington unless coverage is issued as surplus lines by a Washington Surplus lines broker.
5. Self-Insurance. Any self-insured retention not fronted by an insurer must be disclosed. Any defense costs or claim payments falling within a self-insured retention shall be the responsibility of Contractor.
6. Evidence of Coverage. Prior to performance of any scope of work, Contractor shall provide certification of insurance acceptable to the City evidencing the minimum coverage's and limits of liability and other requirements specified herein. Such certification must include a copy of the policy provision documenting that the City of Seattle is an additional insured for commercial general liability insurance on a primary and non-contributory basis.

40. **Audit:** Upon request, Contractor shall permit Seattle, and any other governmental agency involved in the funding of the Work ("Agency"), to inspect and audit all pertinent books and records of Contractor, any subcontractor, or any other person or entity that performed work in connection with or related to the Work, at any and all times deemed necessary by Seattle or Agency, including up to six years after the final payment or release of withheld amounts has been made under this Contract. Such inspection and audit shall occur in King County, Washington or other such reasonable location as Seattle or Agency selects. The Contractor shall supply Seattle with, or shall permit Seattle to make, a copy of any books and records and any portion thereof. The Contractor shall ensure that such inspection, audit and copying right of Seattle and Agency is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work under this Contract. *Also see Federal provisions for federal access when this contract is paid in part or in whole by federal fund sources.*

41. **Contractual Relationship:** The relationship of Contractor to



Revised 04/13/17  
STANDARD TERMS & CONDITIONS

Seattle by reason of this Contract shall be that of an independent contractor. This Contract does not authorize Contractor to act as the agent or legal representative of Seattle for any purpose whatsoever. Contractor is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of Seattle or to bind Seattle in any manner or thing whatsoever.

42. **Supervision and Coordination:** Contractor shall:

- Competently and efficiently, supervise and direct the implementation and completion of all contract requirements specified herein.
- Designate in its bid or proposal to Seattle, a representative(s) with the authority to legally commit Contractor's firm. All communications given or received from the Contractor's representative shall be binding on the Contractor.
- Promote and offer to City of Seattle employees only those materials, equipment and/or services as stated herein and allowed for by contractual requirements. Violation of this condition will be grounds for contract termination.

43. **Compliance with Law:**

- General Requirement: The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Charter, Municipal Code, and ordinances of The City of Seattle; and rules, regulations, orders, and directives of their respective administrative agencies and officers.
- Licenses and Similar Authorizations: The Contractor, at no expense to the City, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all related requirements.
- Taxes: The Contractor shall pay, before delinquency, all taxes, import duties, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Contract.

44. **No Gifts or Gratuities:** Contractor shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official, that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Contractor. Promotional items worth less than \$25 may be distributed by the Contractor to City employees if the Contractor uses the items as routine and standard promotions for business. Any violation of this provision may result in termination of this Contract. Nothing in this Contract prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

45. **Contract Workers with 1,000 Hours:** Throughout the life of the Contract, Contractor shall provide written notice to City Purchasing and the City Project Manager of any contract worker that shall perform more than 1,000 hours of contract work for the City within a rolling 12-month period. Such hours include those that the contract worker performs for the Contract, and any other hours that the worker performs for the City under any other contract. Such workers are subject to the requirements of the City Ethics Code, Seattle Municipal Code 4.16. The Contractor shall advise their Contract workers as applicable.

46. **Intellectual Property Rights:**

**Patents:** Contractor hereby assigns to Seattle all rights in any invention, improvement, or discovery, together with all related information, including but not limited to, designs, specifications, data, patent rights and findings developed in connection with the performance of Contract or any subcontract hereunder. Notwithstanding the above, the Contractor does not convey to Seattle, nor does Seattle obtain, any right to any document or material utilized by Contractor that was created or produced separate from this Contract or was preexisting material (not already owned by Seattle), provided that the Contractor has clearly identified in writing such material as preexisting prior to commencement of the Work. To the extent that preexisting materials are incorporated into the Work, the Contractor grants Seattle an irrevocable, non-exclusive, fully paid, royalty-free right and/or license to use, execute, reproduce, display, and transfer the preexisting material, but only as an inseparable part of the Work.

**Copyrights:** For materials and documents prepared by Contractor in connection with Work, Contractor shall retain the copyright (including the right of reuse) whether or not the Work is completed. Contractor grants to Seattle a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the Contractor for Seattle under this Contract. If requested by Seattle, a copy of all drawing, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards,

tapes, discs and other storage facilities), software programs or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by Seattle in connection with the Work, shall be promptly delivered to Seattle.

Seattle may make and retain copies of such documents for its information and reference in connection with their use on the project. The Contractor does not represent or warrant that such documents are suitable for reuse by Seattle, or others, on extensions of the project, or on any other project. Contractor represents and warrants that it has all necessary legal authority to make the assignments and grant the licenses required by this Section.

47. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made herein or in any connection with this Contract.

48. **Binding Effect:** The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.

49. **Waiver:** No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by Seattle of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by Seattle of the breach or default of any covenant, term or condition unless otherwise this is expressly agreed to by Seattle, in writing. The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether the same or similar type.

50. **Anti-Trust:** Seattle maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore the Contractor hereby assigns to Seattle any and all claims for such overcharges except overcharges which result from antitrust violations commencing after the price is established under this contract and which are not passed on to Seattle under an escalation clause.

51. **Applicable Law:** This Contract shall be construed under the laws of the State of Washington. The venue for any action relating to this Contract shall be in the Superior Court for King County, State of Washington.

52. **Remedies Cumulative:** Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

53. **Captions:** The titles of sections, or subsections, are for



convenience only and do not define or limit the contents.

54. **Severability:** Any invalidity, in whole or in part, of any provision of this Contract shall not affect the validity of any other of its provisions.

55. **Disputes:** Seattle and Contractor shall maintain business continuity to the extent practical while pursuing disputes. Any dispute or misunderstanding that may arise under this Contract concerning Contractor's performance shall first be resolved, if mutually agreed to be appropriate, through negotiations between the Contractor's Project Manager and Seattle's Project Manager, or if mutually agreed, referred to the City's named representative and the Contractor's senior executive(s). Either party may decline or discontinue such discussions and may then pursue other means to resolve such disputes, or may by mutual agreement pursue other dispute alternatives such as alternate dispute resolution processes. Nothing in this dispute process shall in any way mitigate the rights, if any, of either party to terminate the contract in accordance with the termination provisions herein.

Notwithstanding above, if Seattle believes in good faith that some portion of Work has not been completed satisfactorily, Seattle may require Contractor to correct such work prior to Seattle payment. In such event, Seattle must clearly and reasonably provide to Contractor an explanation of the concern and the remedy that Seattle expects. Seattle may withhold from any payment that is otherwise due, an amount that Seattle in good faith finds to be under dispute, or if the Contractor does not provide a sufficient remedy, Seattle may retain the amount equal to the cost to Seattle for otherwise correcting or remedying the work not properly completed.

56. **Termination:**

For Cause: Seattle may terminate this Contract if the Contractor is in material breach of any of its terms, and such breach has not been corrected to Seattle's reasonable satisfaction in a timely manner.

For City's Convenience: Seattle may terminate this Contract in whole or in part, without cause and for any reason including Seattle's convenience, upon written notice to the Contractor.

Nonappropriation of Funds: Seattle may terminate this Contract at any time without notice due to nonappropriation of funds, whether such funds are local, state or federal grants, and no such notice shall be required notwithstanding any notice requirements that may be agreed upon for other causes of termination.

Acts of Insolvency: Seattle may terminate this Contract by written notice to Contractor if the Contractor becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or

foreign, or is wound up or liquidated, voluntarily or otherwise.

Termination for Gifts or Gratuities: Seattle may terminate this Contract by written notice to Contractor if Seattle finds that any gratuity in the form of entertainment, a gift, or otherwise, was offered to or given by the Contractor or any agent therefor to any City official, officer or employee, as defined above.

Notice: Seattle is not required to provide advance notice of termination. Notwithstanding, the Buyer may issue a termination notice with an effective date later than the termination notice itself. In such case, the Contractor shall continue to provide products and services as required by the Buyer until the effective date provided in the termination notice.

Actions upon Termination: In the event of termination not the fault of the Contractor, the Contractor shall be paid for the services properly performed prior to termination, together with any reimbursable expenses then due, but in no event shall such compensation exceed the maximum compensation to be paid under the Contract. The Contractor agrees that this payment shall fully and adequately compensate the Contractor and all subcontractors for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind whatsoever (whether foreseen or unforeseen) attributable to the termination of this Contract. Upon termination for any reason, the Contractor shall provide Seattle with the most current design documents, contract documents, writings and other product it has completed to the date of termination, along with copies of all project-related correspondence and similar items. Seattle shall have the same rights to use these materials as if termination had not occurred.

57. **Force Majeure – Suspension and Termination:** This section applies in the event that either party is unable to perform the obligations of this contract because of a Force Majeure event as defined herein, to the extent that the Contract obligations must be suspended in full. A Force Majeure event is an event that prohibits performance and is beyond the control of the party. Such events may include natural or man-made disasters, or an action or decree of a superior governmental body, which prevents performance.

Force Majeure under this Section shall only apply in the event that performance is rendered not possible by either party or its agents. Should it be possible to provide partial performance that is acceptable to the City under Section #2 (Emergencies or Dias asters), Section #2 below shall instead be in force.

Should either party suffer from a Force Majeure event and is unable to provide performance, such party shall give notice





to the remaining party as soon as practical and shall do everything possible to resume performance.

Upon receipt of such notice, the party shall be excused from such performance as is affected by the Force Majeure Event for the period of such Event. If such Event affects the delivery date or warranty provisions of this Agreement, such date or warranty period shall automatically be extended for a period equal to the duration of such Event.

58. **Major Emergencies or Disasters:** The City may undergo an emergency or disaster that may require the Contractor to either increase or decrease quantities from normal deliveries, or that may disrupt the Contractor's ability to provide normal performance. Such events may include, but are not limited to, a storm, high wind, earthquake, flood, hazardous material release, and transportation mishap, loss of any utility service, fire, terrorist activity or any combination of the above. In such events, the following shall apply.

- (a) The City shall notify the Contractor that the City is experiencing an emergency or disaster, and will request emergency and priority services from the Contractor.
- (b) The City may request that the Contractor provide either increased or decreased quantities from traditional orders, or may request Contractor provide additional products or services.
- (c) Upon such notice by the City, the Contractor shall make reasonable efforts to provide the City the materials in the quantities requested and within the schedule specified by the City, adhering to the conditions in this Section.
- (d) The City of Seattle shall be the customer of first priority for the Contractor, except where preceded by State or Federal government mandates. The Contractor shall provide its best and priority efforts to provide the requested goods and/or services to the City of Seattle in as complete and timely manner as possible. Such efforts by the Contractor are not to be diminished as a result of Contractor providing service to other customers, except as mandated by State or Federal governments.
- (e) If the Contractor is unable to respond in the time and/or quantities requested by the City, the Contractor shall promptly assist the City to the extent practicable, to gain access to alternative materials and/or services. This may include:
  - a. Coordinating with other distributors or subsidiaries beyond those in the local region to fulfill order requests;
  - b. Offering the City substitutions provided the Contractor obtains prior approval from the City for such substitution.

The Contractor shall charge the City the price determined in this Contract for the goods and services provided, and if no price has been determined, it shall charge the City a price that is normally charged for such goods and/or services (such as listed prices for items in stock). However, in the event that the City's request results in the Contractor incurring unavoidable additional costs and causes the Contractor to increase prices in order to obtain

a fair rate of return, the Contractor shall charge the City a price not to exceed the cost/profit formula found in this Contract.

59. **Interlocal Cooperation Act:** RCW 39.34 allows cooperative purchasing between public agencies, and other political subdivisions. SMC 20.60.100 also allows non profits to use these agreements. Such agencies that file an Intergovernmental Cooperative Purchasing Agreement with the City of Seattle may purchase from Contracts established by the City. Unless Contractor declines on the Offer submitted by the Seller to the City, the Contractor agrees to sell additional items at the bid prices, terms and conditions, to other eligible governmental agencies that have such agreements with the City. The City of Seattle accepts no responsibility for the payment of the purchase price by other governmental agencies. Should the Contractor require additional pricing for such purchases, the Contractor is to name such additional pricing upon Offer to the City.

60. **City Debarment:** In accordance with SMC Ch. 20.70, the Director of Finance and Administrative Services or designee may debar a Contractor from entering into a Contract with the City or from acting as a subcontractor on any Contract with the City for up to five years after determining that any of the following reasons exist:

- 1) Contractor has received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City Contracts.
- 2) Contractor failed to comply with City ordinances or Contract terms, including but not limited to, ordinance or Contract terms relating to small business utilization, discrimination, prevailing wage requirements, equal benefits, or apprentice utilization.
- 3) Contractor abandoned, surrendered, or failed to complete or to perform work on or in connection with a City Contract.
- 4) Contractor failed to comply with Contract provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards.
- 5) Contractor submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a Contract.
- 6) Contractor colluded with another contractor to restrain competition.
- 7) Contractor committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Contract for the City or any other government entity.
- 8) Contractor failed to cooperate in a City debarment investigation.
- 9) Contractor failed to comply with SMC 14.04, SMC Ch. 14.10, SMC Ch. 20.42, or SMC Ch. 20.45, or



other local, State, or federal non-discrimination laws.

The Director may issue an Order of Debarment after adhering to the procedures specified in SMC 20.70.050. The rights and remedies of the City under these provisions are in addition to any other rights and remedies provided by law or under the Contract.

61. **Recycled Product Requirements:** To promote and encourage environmentally sustainable practices for companies doing business with the City, the City requires that Contractors under City contract use environmentally preferable products in production of City work products.

**Green Seal Products:** Contractor shall use Green Seal, Eco-Logo or other certified cleaning products if approved by the City, in performance of all cleaning and janitorial work to protect the health, safety, wellness and environmentally sustainable practices that the City requires of companies doing business with the City. Cleaning products, floor care products and other products used in the performance of work that carry a Green Seal certification are required. The Bidder shall identify the products that the Bidder intends to use at the City facilities and shall list them on the Offer Form, with a notation to confirm the Green Seal product certification. The Green Seal website is: <http://www.greenseal.org/findaproduct/index.cfm>. The City has contracts with various Contractors who will supply the winning Bidder with Green Seal certified products for use in performance of City contract work, at City contract pricing. For the list of Contractors, contact the City Buyer.

**Paper and Paper Product Requirements:** The City desires use of 100% PCF (post consumer recycled content, chlorine-free) paper, to comply with the City Executive Order and to encourage environmentally preferable practices for City business. Such paper is available at City contract prices from Keeney's Office Supplies at 425-285-0541.

The City prohibits vinyl binders. The City prefers 100% recycled stock Binders. "Rebinders" are a product that fit this requirement and are available at City contract prices from Complete Office at 206-628-0059 or Keeney's Office Supplies at 425-285-0541. Please do not use binders or plastic folders, unless essential. Note - Keeney's is a Women Owned Firm and may be noted on your Outreach Plan.

Contractors shall duplex materials prepared for Seattle under this Contract, whether materials are printed or copied, except when impracticable due to the nature of the product. This is executed under the Mayor's Executive Order, issued February 13, 2005.

62. **Workers Right to Know:** "Right to Know" legislation required the Department of Labor and Industries to establish a program to make employers and employees more aware of the hazardous substances in their work environment. WAC 296-800-108 requires among other things that all manufacturers/distributors of hazardous substances, including any of the items listed on this ITB, RFP or contract bid and subsequent award, must include with each delivery

completed Material Safety Data Sheets (MSDS) for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with: the identity of the hazardous material, appropriate hazardous warnings, and the Name and Address of the chemical manufacturer, importer, or other responsible party. Labor and Industries may levy appropriate fines against employers for noncompliance and agencies may withhold payment pending receipt of a legible copy of the MSDS. OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to "carcinogenic ingredients" and "routes of entry" of the product(s) in question.

63. **Davis Bacon Act.**

If this work has federal funding, work in this contract is subject to prevailing wage requirements for both the State (RCW Chapter 39.12) and federal (Davis-Bacon and related acts), if such work has an applicable wage category. The Contractor and all subs must then comply with the Davis-Bacon Act (includes (40 U.S.C. 276a to a-7) and related Acts (Walsh-Healy Public Contracts Act for manufacturer, and the McNamara-O'Hara Service Contract Act for services), as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

The Contractor and every Subcontractor must then pay the greater of the State prevailing wage rates and the federal prevailing wage rates as issued by the Secretary of Labor, on a classification by classification basis. Contractors shall be required to pay wages not less than once a week. The Contractor shall report all suspected or reported violations to the City. <http://www.gpo.gov/davisbacon/wa.html>

**Posting Notices**

Notices and posters shall be placed in areas readily accessible to read by employees. The Contractor shall ensure the following are posted:

1. EEOC - P/E-1 (revised 11/09) - Equal Employment Opportunity is THE LAW published by US Department of Labor. Post for projects with federal-aid funding
- 2 WH 1321 (revised 04/09) - Employee Rights under the Davis-Bacon Act published by US Department of Labor. Post for projects with federal-aid funding
3. WHD 1088 (revised 07/09) - Employee Rights under the Fair Labor Standards Act published by US Department of Labor. Post on all projects
4. WHD - 1420 (revised 01/09) - Employee Rights and Responsibilities under the Family and Medical Leave Act published by US Department Of Labor. Post on all projects
5. WHD-1462 (revised 01/12) – Employee Polygraph



Protection Act published by US Department of Labor.  
Post on all projects

6. F416-081-909 (revised 12/12) - Job Safety and Health Law published by Washington State Department of Labor and Industries. Post on all projects

7. F242-191-909 (revised 12/12) - Notice to Employees published by Washington State Department of Labor and Industries. Post on all projects

8. F700-074-909 (revised 12/12) - Your Rights as a Worker in Washington State by Washington State Department of Labor and Industries (L&I). Post on all projects

9. EMS 9874 (revised 04/12) - Unemployment Benefits published by Washington State Employee Security Department. Post on all projects

10. Post one copy of the approved "Statement of Intent to Pay Prevailing Wages for the Contractor, each Subcontractor, each lower tier subcontractor, and any other firm (Supplier, Manufacturer, or Fabricator) that falls under the provisions of RCW 39.12 because of the definition of "Contractor" in WAC 296-127-010

11. Post one copy of the prevailing wage rates for the project

### Apprentices

An apprentice is defined as a laborer, worker, or mechanic employed to perform the Work for whom an apprentice agreement is established through training program that is registered and approved by the Washington State Apprenticeship and Training Council (WSATC). Pursuant to RCW 39.12.021 and RCW 49.04, apprentices must be paid the applicable prevailing hourly rate for an apprentice of that trade.

If employing apprentices, the Contractor shall submit to the Owner written evidence showing:

1. Each apprentice is enrolled in a program approved by the Washington State Apprenticeship and Training Council;
1. The progression schedule for each apprentice; and
2. The established apprentice-journey level ratios and wage rates in the project locality upon which the Contractor will base such ratios and rates under the Contract. Any worker for whom an apprenticeship agreement has not been registered and approved by the Washington State Apprenticeship and Training Council shall be paid at the prevailing hourly journey level rate as provided in RCW 39.12.021.

Such evidence shall be submitted with the first payroll upon which the name of the employee appears.

### Payroll Reports

Certified payrolls are required to be submitted by the Contractor



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to the Owner, for the Contractor and all Subcontractors or lower tier subcontractors, on all Federal-aid projects and, when requested in writing by the Owner, on projects funded with only Owner funds. Certified payrolls shall be submitted to the Contracting Services Division, City of Seattle, mailing address: P.O. Box 94687, Seattle, Washington 98124-4687 within 72 hours after the expiration of each pay period. If these payrolls are not supplied within ten calendar days of the end of the preceding weekly payroll period for Federal-aid projects or within ten calendar days from the date of the written request on projects with only Owner funds, any or all payments may be withheld until compliance is achieved. Also, failure to provide these payrolls could result in other sanctions as provided by State laws (RCW 39.12.050) and/or Federal regulations (29 CFR 5.12).

All certified payrolls shall be complete and explicit. Employee labor descriptions used on certified payrolls shall coincide exactly with the labor descriptions listed on the minimum wage schedule in the Contract unless the Engineer approves an alternate method to identify the labor used by the Contractor to compare with the labor listed in the Contract Provisions. When an apprentice is shown on the certified payroll at a rate less than the minimum prevailing journey wage rate, the apprenticeship registration number for that employee from the State Apprenticeship and Training Council shall be shown along with the correct employee classification code.

Payroll reports shall contain the following information:

1. Name and residence address of each worker.
2. Last four digits of Social Security number of each worker.
3. Classification of work performed by each worker. The classification must be specific and match the classification categories listed in the Project Manual.
4. Total number of hours employed each Day.
5. Total number of hours employed during the payroll period.
6. Straight time and overtime hourly rate of wages paid to each worker.
7. Total or gross amount earned by each worker.
8. Deductions for Medical Aid, FICA, federal withholding tax, and any other deductions taken.
9. Net amount paid each worker.
10. Contractor's (or Subcontractor's) name and address.
11. Days and dates worked.
12. Date of final Day of pay period.
13. Whether fringe benefits were paid to each worker as part of the hourly wage rate or whether fringe benefits were paid into an approved plan, fund, or program.

Payrolls may be submitted on federal payroll form WH-347 (or equivalent), which may be obtained by contacting the Government Printing Office's toll free number (866) 512-1800, 7:30 AM to 4:30 PM Eastern Time, or by accessing their web-

site at <http://bookstore.gpo.gov>. The reverse side of the form contains an Affidavit that must be filled out and signed. If the Contractor's payroll reports are computerized, the computerized reports may be submitted along with a Statement of Compliance Affidavit form, which may be photocopied from the sample in the Project Manual.

The first payroll submitted for the Work for both the Contractor and each Subcontractor shall be labeled "Initial". The last payroll submitted for the Work for both the Contractor and each Subcontractor shall be labeled "Final". Payrolls shall be sequentially numbered for all periods in which Work is performed.

#### 64. Prevailing Wage Requirements.

- a. If this contract is subject to prevailing wages, as required by RCW 39.12 (Prevailing Wages on Public Works) and RCW 49.28 (Hours of Labor) as amended or supplemented, Contractor shall be responsible for compliance by the Contractor and all subcontractors with all provisions herein.
- b. Filing Your Intent: The awarded Contractor and all subcontractors shall file an Intent to Pay Prevailing Wage Form concurrent with the execution of the contract.
  - To do so, the Contractor and any of their subcontractors will require a Contract Number and Start Date. The Buyer will tell you the Contract Number; the start date is the date your contract is signed.
  - The Contractor shall then promptly submit the Intent to the Department of Labor & Industries (L&I) for approval.
  - The Contractor also shall require any subcontractor to also file an Intent with L&I.
  - This must be done online at the L&I website: <http://www.lni.wa.gov/TradesLicensing/PrevWage/default.asp>.
  - If unable to file on-line, a paper copy of the approved Intent shall instead be promptly provided to the Buyer.
  - The Contractor shall notify the Buyer of the Intents that are filed by both the Contractor and all subs,
- c. Contractor and any subcontractor shall not pay any laborer, worker or mechanic less than the prevailing hourly wage rates that were in effect at the time of bid opening for the worker classifications that are provided for under Prevailing Wages as issued by the State of Washington for the County in which the work shall be performed.
- d. Vocationally handicapped workers, i.e. those individuals whose earning capacity is impaired by physical or mental deficiency or injury, may be employed at wages lower than the established prevailing wage. The Fair Labor Standards Act requires that wages based on individual

productivity be paid to handicapped workers employed under certificates issued by the Secretary of Labor. These certificates are acceptable to the Department of Labor and Industries. Sheltered workshops for the handicapped may submit a request to the Department of Labor and Industries for a special certificate, which would, if approved, entitle them to pay their employees at wages, lower than the established prevailing wage.

- e. In certain situations, an Intent to Pay Prevailing wages shall be filed with the L&I and the Buyer, but the Contractor may indicate an exception on the Intent form that exempts the prevailing wages rates for the following:
  - Sole owners and their spouse.
  - Any partner who owns at least 30% of a partnership.
  - The president, vice-president, and treasurer of a corporation if each one owns at least 30% of the corporation.
  - Workers regularly employed on monthly or per diem salary by state or any political subdivision created by its laws.
- f. Prevailing Wage rates in effect at the time of bid opening remain in effect for the duration of this contract, except for annual adjustments required by this agreement for multi-year contracts (where contract is longer than one year) and for building service maintenance (janitorial, waxers, shampooers, and window cleaners).
- g. It is the sole responsibility of the Contractor to assign the appropriate classification and associate wage rates to all laborers, workers or mechanics that perform any work under this contract, in conformance with the scope of work descriptions of the Industrial Statistician of the Washington State Department of Labor and Industries.
- h. With each invoice, Contractor will attach or write a statement that wages paid were compliant to applicable Prevailing Wage rates, including the Contractor and any subcontractors.
- i. Upon contract completion, Contractor shall file the Affidavit of Wages Paid (form L700-007-000) approved by the Industrial Statistician of Washington L&I. This may be performed on-line if the Contractor has initiated the original Intent to Pay Prevailing Wage process on line. The receipt of the approved affidavit is required before Seattle can pay the final invoice. The City may withhold payment on any invoice due the Contractor until the approved affidavit is received.
- j. The Contractor shall also ensure that each Subcontractor likewise files an Affidavit.
- k. The Contractor shall notify the Buyer and provide a copy of the Affidavit(s).



- l. For jobs above \$10,000, Contractor is required to post for employees' inspection, the Intent form including the list of the labor classifications and wages used on the project. This may be posted in the nearest local office, for road construction, sewer line, pipeline, transmission line, street or alley improvement projects as long as the employer provides a copy of the Intent form to the employee upon request.
- m. In the event any dispute arises as to what the prevailing wages are for this Contract, and the dispute cannot be solved by the parties involved, the matter shall be referred to the Director of the Department of Labor and Industries of the State of Washington. In such case, the Director's decision shall be final, conclusive and binding on all parties. If the dispute involves a federal prevailing wage rate, the matter shall be referred to the U.S. Secretary of Labor for a decision. In such case, the Secretary's decision shall be final, conclusive and binding on all parties.

**65. Prevailing Wage rate changes for Service Contracts greater than one year in duration:**

- a. This provision only applies to service contracts that continue beyond a single year in duration, including building service maintenance contracts (janitorial service contractors and work performed by janitors, waxers, shampooers, and window cleaners) and to multi-year service contracts.
- b. Contractor and any subcontractor must pay at least the prevailing wage rates that were in effect at time of bid throughout the duration of the contract.
- c. Each contract anniversary thereafter, Contractor and any subcontractors shall review the then current Prevailing Wage Rates. The Contractor shall increase wages paid if required to meet no less than the current wage rates in effect at the time of the contract anniversary. Contractor and any subcontractors shall file an affidavit and a new intent prior to contract extension.
- d. Any price or rate increases made as a result of a change in the prevailing wages will be compensated by the City on a pass through basis if the Contract requests a price increase in accordance with the price increase request requirements provided elsewhere in this contract. The Contractor must follow the contract instructions for pricing increases, notifying the Buyer at least 45 days prior to the contract anniversary date of any resulting price increase and documenting the increase.
- e. Payroll, wage, and cost records shall be retained, and may be audited or inspected. The Contractor, every Subcontractor, and all other individuals or firms required to pay prevailing wages are subject to investigation—including but not limited to on-site compliance

interviews—by City Purchasing and Contracting Services (CPCS) and L&I in regard to payment of the required prevailing wage to workers, laborers, and mechanics employed on the project. If the investigations result in a finding that an individual or firm has violated the requirement to pay the prevailing rate of wage, the Owner may withhold payments to the Contractor. The Contractor or Subcontractor may also be subject to civil penalties and may be prohibited from bidding on any contract within the State of Washington for the period specified by law.

**67. Background Checks and Immigrant Status**

Background checks **will/will** not be required for workers that will be performing the work under this contract. The City has strict policies regarding the use of Background checks, criminal checks, immigrant status, and/or religious affiliation for contract workers. The policies are incorporated into the contract and available for viewing on-line at <http://www.seattle.gov/city-purchasing-and-contracting/social-equity/background-checks>

**68. Paid Sick Time and Safe Time Ordinance:**

An ordinance that requires companies to provide employees who work more than 240 hours within a year inside Seattle, with accrued paid sick and paid safe time for use when an employee or a family member needs time off from work due to illness or a critical safety issue. The ordinance applies to employers, regardless of where they are located, with more than four full-time equivalent employees. This is in addition and additive to benefits a worker receives under prevailing wages per WAC 296-127-014(4). City contract specialists may audit payroll records or interview workers as needed to ensure compliance to the ordinance. Please see <http://www.seattle.gov/laborstandards>, or may call the Office of Labor Standards at 206.684.4500 with questions.

**69. Other Labor Standards Requirements:** The Vendor shall comply to the extent applicable with the City's Minimum Wage labor standards as required by SMC 14.19, setting wage standards for employees working within city limits as well as the Wage Theft labor standards as required by SMC 14.20, setting basic requirements for payment of wages and tips for employees working within city limits and providing various payment documentation to employees.

**70. Campaign Contributions (Initiative Measure No. 122):** Elected officials and candidates are prohibited from accepting or soliciting campaign contributions from anyone having at least \$250,000 in contracts with the City in the last two years or who has paid at least \$5,000 in the last 12 months to lobby the City. Please





see Initiative 122, or call the Ethics Director with questions. For questions about this measure, contact: Polly Grow, Seattle Ethics and Elections, 206-615-1248 or [polly.grow@seattle.gov](mailto:polly.grow@seattle.gov).

## Federal Provisions

71. **Equal Employment Opportunity:** All Contractors must comply with federal Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.:
72. **Civil Rights Act Title VI:** The Contractor must comply with the provisions of the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to, discrimination under any program or activity receiving federal financial assistance.
73. **Audit:** Seattle, the Federal grant agency if any, the Comptroller General of the United States, or any of their duly authorized representatives shall be provided access to any books, documents, papers and records of the subcontractor or any subcontract which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts and transcriptions. FAR clause 52.215-2 incorporated by reference. The complete clause may be viewed at <http://www.whitehouse.gov/omb/circulars/a110/>. The OMB A-110 provisions in effect at the time of this order govern. FAR clauses may be viewed at <http://www.arnet.gov/far/>
74. **Americans with Disabilities Act:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. In particular, if the Contractor is providing services, programs, or activities to City employees or members of the public as part of this Contract, the Contractor shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.
75. **OSHA/WISHA:** Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Acts of 1970 (OSHA), as may be amended, and, if it has a workplace within the State of Washington, the Washington Industrial Safety and Health Act of 1973 (WISHA), as may be amended, and the standards and regulations issued thereunder and certifies that all items furnished and purchased under this order will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless purchaser from all damages assessed against purchaser as a result of Contractor's failure to comply with the acts and standards thereunder and for the failure of the items furnished under this order to so comply.
76. **Contract Work Hours and Safety Standards:** For all contracts that employ mechanics or laborers, the Contractor and all subs shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provide that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
77. **Beck Notice:** Notification of Employee Rights Concerning Payment of Union Dues or Fees (Executive Order 13201) shall apply to all contracts above \$100,000.
78. **Clean Air Act and Federal Water Pollution Control Act:** All Contractors and subcontractors shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the City immediately and to the Regional Office of the Environmental Protection Agency (EPA).
79. **Energy Efficiency:** All contractors and subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the





state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

80. **Federal Amendments:** Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy, per OMB Circular A-102 Common Rule, Section 36.

81. **Federal Debarment for Primes and all Subcontractors:** By signing this agreement, the Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Contractor shall immediately notify the City of any suspension or debarment or other action that excludes the Contractor and any subcontractor level from participation in Federal contracting. Prior to performance of any work by the Contractor or any subcontractor under this contract, Contractor shall verify all subcontractors that are intended and/or used by the Contractor for performance of City work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Contractor shall include this same provision in any subcontractor or lower contract agreements. Debarment shall be verified at <https://www.sam.gov/portal/public/SAM/#1>. The Contractor shall keep documentation of such verification within the Contractor records.

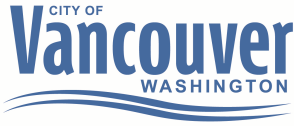
82. **Copeland Anti-Kickback Act):** All contractors and subcontractors for construction or repair shall comply with the Copeland "Anti-Kickback" Action (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR, part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subcontractor is prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which s/he is otherwise entitled. The Contractor shall immediately notify the City of any suspected or reported violations.

83. **Byrd Anti-Lobbying Amendment:** Contractors executing contracts with the City shall sign the Contractor Questionnaire, providing certification of compliance to the Byrd Anti-Lobbying Amendment (31

U.S.C. 1352). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 13652. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City.

84. **Procurement of Recovered Material:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.





**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-64131  
**Revision Number:** 0  
**Purchase Order Date:** 7/26/23

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

**Precision Concrete Cutting Inc**  
 3191 N Canyon Rd  
 Provo, UT 84604

**Submit Invoice To:**

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

**Ship To:**

City of Vancouver  
**Julie Denton**  
 415 W 6th Street  
 Vancouver, WA 98660

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

| Line # | Line Description             | Qty | UOM | Unit Price       | Amount        |
|--------|------------------------------|-----|-----|------------------|---------------|
| 1      | Sidewalk Repair - Example PO |     |     |                  | 1.00          |
|        |                              |     |     | <b>Subtotal:</b> | <b>\$1.00</b> |
|        |                              |     |     | <b>Tax:</b>      | <b>\$0.09</b> |
|        |                              |     |     | <b>Total:</b>    | <b>\$1.09</b> |

**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 Concrete Beveling Services (Trip Hazard Repair) ITB No. TRN-4358 Contract and Amendments thereto ("Master Contract") between the Contractor and the City of Seattle is adopted and incorporated herein by this reference. The City shall be considered the "City" 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.

Authorized Signature



**Staff Report: 148-23**

**TO:** Mayor and City Council

**FROM:** Eric Holmes, City Manager

**DATE:** 8/7/2023

**SUBJECT** Public Safety Testing Contract Increase

**Key Points**

- The City's procurement regulations require all professional services contracts in excess of \$300,000 be approved by City Council.
- Due to increased demand for entry level and promotional testing and background checks to staff the Vancouver Police and Fire Departments, the City encumbered nearly the total amount of the initial contract of \$275,000 in the first 2 years of a 5-year contract.
- The contract was increased \$25,000 to a revised amount of \$300,000 on June 21, 2023.
- Staff requests the not-to-exceed amount of the contract be increased an additional \$500,000, from 300,000 to \$800,000, to continue to cover the costs for testing and background checks for entry level and promotions through the life of the contract, which expires on March 31, 2026.

**Present Situation**

The City of Vancouver, through the Human Resources Department, contracts with Public Safety Testing, Inc. to provide entry level and promotional testing and background screening services as needed for the City of Vancouver Police and Fire Departments. The services required may include but are not limited to developing test and study guide materials for the applicants in compliance with Civil Service Rules and Regulations, and provide comprehensive background investigations on as-needed basis. The contract period for Public Safety Testing, Inc. is April 1, 2021, through March 31, 2026. Recent cost drivers include ongoing recruitment for Police Officers and the increase of entry level and lateral Fire Fighters with the support of Proposition 2 funding. It is anticipated the contract not-to-exceed amount (C-100598) of \$275,000 and the amendment No. 1 increase amount of \$25,000 to total of \$300,000 will be exhausted by the end of July if not increased. Staff requests an increase to the authorized amount of the contract.

**Advantage(s)**

N/A

**Disadvantage(s)**

Increasing the contract should continue uninterrupted testing and background services for the City through the end of the contract.

**Budget Impact**

The 2023-24 Biennial Budget has sufficient budget to cover the cost of the contract. Spending will occur within the constraints of the budget.

**Prior Council Review**

None

**Action Requested**

Authorize the City Manager or designee to execute an amendment increasing the authorized not-to-exceed amount of the contract with Public Safety Testing from \$300,000 to \$800,000.

*Lee Lofton, Deputy Human Resources Director, 360-487-8415*

**ATTACHMENTS:**

- ▢ Public Safety Testing Contract
- ▢ Amendment No 1
- ▢ Amendment No. 2

**CITY OF VANCOUVER**  
**PROFESSIONAL SERVICES AGREEMENT No. C-100598**  
**ENTRY LEVEL, PROMOTIONAL TESTING, AND BACKGROUND SCREENING SERVICES**

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Public Safety Testing, Inc. hereinafter referred to as "Contractor", whose address is 20818 - 44th Ave W, Suite 160, Lynnwood, WA 98036.

WHEREAS, the City desires to engage the Contractor to provide Entry Level/Promotional Testing and Background Screening and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Proposal (RFP) No. 11-21, Contractor's proposal to said RFP; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Work.

Contractor agrees to provide Entry Level/Promotional Testing and Background Screening Services for the City of Vancouver per RFP No. 11-21 and Contractor's response to said RFP on file in City of Vancouver Procurement Services by reference hereto made a part of this Agreement.

Required services for each activity are as follows:

Entry Level Testing Services:

- The Contractor shall conduct an analysis of the preferred qualifications for successful candidates of the position(s) to be filled.
- Contractor shall administer and supervise applicant testing in Vancouver, Washington and throughout the Pacific Northwest region.
- City of Vancouver shall have online access to a continuously updated and pre-tested pool of applicants.

- Contractor shall support and actively and affirmatively encourage the recruitment of minorities, women, and military veterans.
- Contractor shall work closely with City of Vancouver Police and Fire Department and the City's Human Resources Department to develop test and study guide materials for the applicants, in compliance with Civil Service Rules and Regulations, if applicable.
- Contractor shall include recommendations made by the City for the development of written examinations including the format of the questions and answers and the number of questions to be included.
- Contractor shall be qualified to serve as an expert witness and be prepared to serve in that capacity when legal challenges or appeals are made.
- Contractor shall attend City of Vancouver Civil Service meetings as requested. Currently, due to COVID-19 restrictions and safety, all meetings are conducted virtually.
- Contractor shall provide all printing, delivery, staff, travel, support, and any other services required to fulfill the needs of the contract(s).
- Contractor shall provide the appropriate number of copies of the exam, the delivery of the exam, grading of the exam, and defend the correctness of any of the questions contained in the exam.
- Contractor shall create a test that will be based on its analysis of open position(s).
- Contractor shall create an applicant physical assessment testing program and provide results for all entry level candidates.
- The Contractor, prior to implementation, shall advise the City and Civil Service Commission of the testing criteria to be used and justify, explain and defend each of the testing criteria.
- Within three (3) days of receipt of completed tests, the Contractor will provide the Human Resources Department with a list of test scores.
- A final technical report must be submitted to the City by the Contractor, that includes the job analysis, an analysis of the applicants' performance on the examinations, an analysis of response by question (for the written exams), the process by which cut scores and weights were validated, and other relevant test data as required by the City of Vancouver.

Promotional Testing Services:

- The Contractor shall conduct an analysis of the preferred qualifications for successful candidates of the position(s) to be filled.
- Contractor shall work closely with City of Vancouver Police Department, City of Vancouver Fire Department, and the City's Human Resources Department and the Civil Service Commission to develop test and study guide materials for the applicants.



- Contractor shall include recommendations for the development of written examinations including the format of the questions and answers and the number of questions to be included.
- Contractor shall be qualified to serve as an expert witness and prepared to serve in that capacity when legal challenges or appeals are made.
- Contractor shall attend City of Vancouver Civil Service meetings as requested.
- Contractor shall administer and supervise applicant testing.
- Contractor shall provide all printing, delivery staff, travel, support, and any other services required to fulfill the needs of the contract(s).
- Contractor shall provide the appropriate number of copies of the exam, the delivery of the exam, grading of the exam, and defend the correctness of any of the questions contained in the exam.
- Contractor shall create a test that will be based on its analysis of open position(s).
- The Contractor, prior to implementation, shall advise the City of the testing criteria to be used and justify, explain and defend each of the testing criteria.
- Within three (3) days of receipt of completed tests, the Contractor will provide the Human Resources Department with a final list of test scores.

Background Screening Services:

- Provide comprehensive background investigations on as as-needed basis. This may include: Background investigative report; in-person interviews; personal history statements; education verification; training documentation; financial reports; criminal record check; credit checks; and other similar topics deemed necessary by the City.
- Contractor shall work closely with City of Vancouver Police Department, City of Vancouver Fire Department, and the City's Human Resources Department to determine the scope of the background investigation.
- Contractor shall provide all printing services, staff, travel, support, and any other services as required to fulfill the needs of the contract(s).
- On the basis of the background investigation conducted, Contractor shall create a detailed report and analysis of their findings, deliverable to Human Resources, with an assessment of the probability of success of the candidate.
- Contractor shall be qualified to serve as an expert witness and prepared to serve in that capacity when legal challenges are made.

All work must be authorized and approved by the City's Project Manager in writing before any work begins. Contractor shall approach this project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from City staff.

This agreement is a purchase of professional services at the rates attached. Payment for these services shall not exceed \$275,000 unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFP No. 11-21 and RFP No. 11-21.

3. Relation of Parties.

The Contractor, its sub consultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, sub consultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

4. E-Verify.

Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

5. Time of Performance.

The service of the Contractor is to commence as of April 1, 2021. It is agreed services hereunder shall be completed by March 31, 2026.

6. Delays and Extensions of Time.

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

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract/purchase order (PO) number given on the notice to proceed must be referenced on any invoice submitted for payment.

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

#### 8. Ownership of Records and Documents.

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

#### 9. Termination.

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

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

#### 10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

#### 11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or go to [www.bls.dor.wa.gov/cities/vancouver.aspx](http://www.bls.dor.wa.gov/cities/vancouver.aspx) or [www.cityofvancouver.us/businesslicense](http://www.cityofvancouver.us/businesslicense), to determine whether a business license is required pursuant to VMC Ch. 5.04.

#### 12. Liability and Hold Harmless.

Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

#### 13. Insurance.

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

a. **Liability Insurance.** Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and not less than

one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. City Listed as an Additional Insured: The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the certificate of insurance.

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. Worker's Compensation. Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. 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.

f. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

g. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

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

14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Anna Vogel  
City of Vancouver  
415 W 6<sup>th</sup> Street  
P O Box 1995  
Vancouver WA 98668-1995

Contractor:

Jon Walters  
Public Safety Testing, Inc.  
20818 - 44th Ave W, Suite 160  
Lynnwood, WA 98036

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. Scope of Agreement.

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

17. Ratification.

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

18. Governing Law/Venue.

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any



financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

20. Public Disclosure Compliance.

The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

22. Debarment.

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

23. Nondiscrimination.

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

This Contract is effective as of the last signature dated below.

**CITY OF VANCOUVER**

A municipal corporation

DocuSigned by:

*Anna Vogel*

7C05B7FF675849B...

Anna Vogel, Procurement Manager

3/31/2021

Date

Attest:

DocuSigned by:

*Natasha Ramras*

BCF6734E40E94AE...

Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

*Jonathan Young*

9A7DC2E31F694A2...

Jonathan Young, City Attorney

**CONTRACTOR:**

Public Safety Testing, Inc.

DocuSigned by:

*Jon Walters*

EED3DEC60049493...

Signature

Jon Walters

President

Printed Name /Title

3/26/2021

Date

## ENTRY LEVEL TESTING PRICING

| ANNUAL PROFESSIONAL FEES                                                                                            | 2021-<br>2022 | 2023         | 2024         |
|---------------------------------------------------------------------------------------------------------------------|---------------|--------------|--------------|
| <b>Police Officer Pre-Employment Testing<sup>2</sup><br/>Written Exam &amp; Physical Ability Test</b>               | \$4,500       | \$5,000      | \$5,500      |
| <b>Firefighter Pre-Employment Testing<sup>3</sup><br/>Written Exam &amp; Candidate Physical Ability Test (CPAT)</b> | \$4,500       | \$5,000      | \$5,500      |
| <b>Both Police Officer &amp; Firefighter Testing<br/>Written Exam &amp; Physical Ability Test Administration</b>    | \$8,000       | \$9,000      | \$10,000     |
| <b>OPTION: Add-On Coupons<sup>4</sup></b>                                                                           | \$10 each     | \$11 each    | \$12 each    |
| <b>Police Officer Written Exam<br/>Local Transportability Validation Study</b>                                      | No<br>Charge  | No<br>Charge | No<br>Charge |
| <b>Firefighter Written Examination<br/>Local Transportability Validation Study</b>                                  | No<br>Charge  | No<br>Charge | No<br>Charge |

<sup>2</sup> No limit on how many positions you may post; such as Entry Police Officer, BLEA Certified Police Officer, Lateral Police Officer

<sup>3</sup> No limit on how many positions you may post; such as Entry Firefighter, Firefighter EMT, Firefighter Paramedic, Lateral/Experienced Firefighter

<sup>4</sup> Opportunity for the City to recruit candidates at PST written exam events. Subscriber will be invoiced \$10 per candidate that adds Subscriber agency to their list prior to the start of the exam.

## PROMOTIONAL TESTING PRICING

| SERVICE                                                                                                                                                                                                                                                                                                                                                | 2-8<br>CANDIDATES | 9-16<br>CANDIDATES | 17-24<br>CANDIDATES <sup>1</sup> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------------|----------------------------------|
| <b>Assessment Center (Police or Fire)</b><br><br><b>First-Line Supervisor</b><br><b>4 Exercises</b><br><br><i>[No Fire Studio Tactical Event as one of the exercises]</i>                                                                                                                                                                              | \$7,900           | \$9,900            | \$11,400                         |
| <b>Assessment Center (Police or Fire)</b><br><br><b>First-Line Supervisor</b><br><b>4 Exercises</b><br><br><i>[Includes Fire Studio Tactical Event as one of the 4 exercises all delivered on the same day(s). If the tactical exercise is delivered on different days, additional charges may apply and will be negotiated on a per event basis.]</i> | \$9,400           | \$11,400           | \$12,900                         |
| <b>Assessment Center (Police or Fire)</b><br><br><b>Mid-Manager</b><br><b>4 Exercises</b><br><br><i>[No Fire Studio Tactical Event as one of the exercises]</i>                                                                                                                                                                                        | \$9,400           | \$11,400           | \$12,900                         |
| <b>Assessment Center (Police or Fire)</b><br><br><b>Mid-Manager</b><br><b>4 Exercises</b><br><br><i>[Includes Fire Studio Tactical Event as one of the 4 exercises all delivered on the same day(s). If the tactical exercise is delivered on different days, additional charges may apply and will be negotiated on a per event basis.]</i>           | \$10,900          | \$12,900           | \$14,400                         |

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<sup>1</sup> \$1,500 for each additional day (up to 8 candidates per day)

| SERVICE                                                                                                                                                                                                                                                                                                                                        | 2-8<br>CANDIDATES                                   | 9-16<br>CANDIDATES                                  | 17-24<br>CANDIDATES <sup>2</sup>                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|-----------------------------------------------------|-----------------------------------------------------|
| <b>Assessment Center (Police or Fire)</b><br><br><b>Command Level</b><br><b>4 Exercises</b><br><br><i>[No Fire Studio Tactical Event as one of the exercises]</i>                                                                                                                                                                              | \$10,900                                            | \$12,900                                            | \$14,400                                            |
| <b>Assessment Center (Police or Fire)</b><br><br><b>Command Level</b><br><b>4 Exercises</b><br><br><i>[Includes Fire Studio Tactical Event as one of the 4 exercises all delivered on the same day(s). If the tactical exercise is delivered on different days, additional charges may apply and will be negotiated on a per event basis.]</i> | \$12,400                                            | \$14,400                                            | \$15,900                                            |
| <b>Assessment Center</b><br><b>Police or Fire</b><br><b>3 Exercises</b>                                                                                                                                                                                                                                                                        | Corresponding<br>4-Exercise AC is<br>reduced by 10% | Corresponding<br>4-Exercise AC is<br>reduced by 10% | Corresponding<br>4-Exercise AC is<br>reduced by 10% |
| <b>Work Performance Rating</b>                                                                                                                                                                                                                                                                                                                 | \$2,200                                             | \$3,700                                             | \$5,200                                             |

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<sup>2</sup> \$1,500 for each additional day (up to 8 candidates per day)

| OTHER SERVICES                                                                                             |  | PROFESSIONAL FEES                                                                                                                                                                                                                                                          |  |
|------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| PROMOTIONAL WRITTEN EXAMINATIONS                                                                           |  |                                                                                                                                                                                                                                                                            |  |
| Fully Customized Promotional Written Examination                                                           |  | \$3,950 for a minimum of 10 candidates. <ul style="list-style-type: none"><li>▪ 11-20 candidates - \$100 each candidate</li><li>▪ 21-30 candidates - \$75 each candidate</li><li>▪ 31-50 candidates - \$50 each candidate</li></ul>                                        |  |
| Semi-Customized Promotional Written Examination Supervisor/Manager                                         |  | \$1,490 for a minimum of 10 candidates. <ul style="list-style-type: none"><li>▪ 11-20 candidates - \$100 each candidate</li><li>▪ 21-30 candidates - \$75 each candidate</li><li>▪ 31-50 candidates - \$50 each candidate</li></ul>                                        |  |
| MULTI-COMPONENT PROMOTIONAL TESTS                                                                          |  |                                                                                                                                                                                                                                                                            |  |
| Supervisory Skills & Abilities Promotional Test (SSA)<br><i>(available onsite, in-person or virtually)</i> |  | \$5,000 for up to 5 candidates<br><br>Plus \$1,500 for each additional day for up to 5 candidates each                                                                                                                                                                     |  |
| Command Skills & Abilities Promotional Test (CSA)<br><i>(available onsite, in-person or virtually)</i>     |  | \$5,000 for up to 4 candidates<br><br>Plus \$1,500 for each additional day for up to 4 candidates each                                                                                                                                                                     |  |
| OTHER SERVICES / EXPENSES                                                                                  |  |                                                                                                                                                                                                                                                                            |  |
| Additional Candidate Orientation Workshop<br><i>(In-Person Onsite or Live Online)</i>                      |  | \$500 each                                                                                                                                                                                                                                                                 |  |
| Onsite or Online (virtual) Written Exam Proctoring                                                         |  | \$100 per hour per PST staff person required                                                                                                                                                                                                                               |  |
| Profiles Performance Indicator (PPI)                                                                       |  | \$199 per candidate                                                                                                                                                                                                                                                        |  |
| Profiles XT Job Match                                                                                      |  | \$225 per candidate                                                                                                                                                                                                                                                        |  |
| Travel & Related Expenses                                                                                  |  | PST’s actual costs incurred for travel, meals, lodging, parking, tolls, and other related expenses are additional. Mileage will be charged at the current federal standard mileage rate per mile. A 4% surcharge is added to these expenses to cover administrative costs. |  |



## Discounts

Subscribers to PST's pre-employment testing services receive a discount on other PST services, such as promotional assessment centers.

### **3% Discount**

If PST is awarded the agreement for entry-level testing services under this RFP and promotional testing services are utilized in the same calendar year, **the base fees for assessment center events are reduced by three percent (3%).**

### **5% Discount**

If PST is awarded the agreement for entry-level testing services AND background investigation services under this RFP and promotional testing services & background investigation services are utilized in the same calendar year, **the base fees for assessment center events are reduced by five percent (5%).**

## BACKGROUND CHECK SERVICES PRICING

| PRE-EMPLOYMENT<br>BACKGROUND INVESTIGATIONS <sup>1</sup> | 2021-22        | 2023           | 2024           |
|----------------------------------------------------------|----------------|----------------|----------------|
| Entry-level/Lateral-Entry Candidates                     | \$63.25 /hour  | \$65.25 / hour | \$67.50 / hour |
| Mid-Manager / Executive-level Candidates                 | \$84.25 / hour | \$87.50 / hour | \$90.00 / hour |
| Public Records Check & J.R. PHQ Report                   | \$109          | \$109          | \$109          |
| Education Verification Check/Report                      | \$35           | \$35           | \$35           |
| Investigation Software per Candidate Fee                 | \$15           | \$15           | \$15           |
| State Motor Vehicle Report                               | \$25-30        | \$25-30        | \$25-30        |
| Credit Report                                            | \$15           | \$15           | \$15           |
| Travel & Related Expenses <sup>2</sup>                   | See footnote 2 | See footnote 2 | See footnote 2 |

### Discounts

Subscribers to PST's pre-employment testing services receive a discount on other PST services, such as background investigations.

#### **3% Discount**

If PST is awarded the agreement for entry-level testing services under this RFP and background investigation services are utilized in the same calendar year, **the hourly rates are reduced by approx. three percent (3%) as follows:**

| PRE-EMPLOYMENT BACKGROUND<br>INVESTIGATIONS – 3% DISCOUNT | 2021-22        | 2023           | 2024           |
|-----------------------------------------------------------|----------------|----------------|----------------|
| Entry-level/Lateral Entry Candidates                      | \$61.25 /hour  | \$63.25 / hour | \$65.50 / hour |
| Mid-Manager / Executive-level Candidates                  | \$81.75 / hour | \$84.75 / hour | \$87.25 / hour |

#### **5% Discount**

If PST is awarded the agreement for entry-level testing services AND promotional testing services under this RFP, and background investigation services & promotional testing services are all utilized in the same calendar year, **the hourly rates are reduced by approx. five percent (5%) as follows:**

| PRE-EMPLOYMENT BACKGROUND<br>INVESTIGATIONS – 5% DISCOUNT | 2021-22        | 2023           | 2024           |
|-----------------------------------------------------------|----------------|----------------|----------------|
| Entry-level/Lateral Entry Candidates                      | \$60.00 /hour  | \$62.00 / hour | \$64.00 / hour |
| Mid-Manager / Executive-level Candidates                  | \$80.00 / hour | \$83.00/ hour  | \$85.50 / hour |

<sup>1</sup> The "typical" background investigation is 22-26 hours. The actual time will vary with each candidate. For example, one candidate may reveal a disqualifying issue very early in the process (= less hours); whereas another may require additional investigative time for an issue the candidate was not revealing (=more hours).

<sup>2</sup> PST's actual costs incurred for travel, meals, lodging, parking, tolls, and other related expenses are additional. Mileage will be charged at the current federal standard mileage rate per mile. A 4% surcharge is added to these expenses to cover administrative costs.

**SERVICE AGREEMENT C-100598****AMENDMENT No. 1****ENTRY LEVEL, PROMOTIONAL TESTING, AND BACKGREEN SCREENING SERVICES**

This Agreement amends the Professional Services Agreement number C-100598 by and between the City of Vancouver, hereinafter referred to as "City", and Public Safety Testing hereinafter referred to as "Contractor" for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$25,000 to a revised authorized amount of \$300,000.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

This amendment in no way alters any other provisions of the original agreement.

**CITY OF VANCOUVER**

A municipal corporation

DocuSigned by:

*Anna Vogel*

7C05B7FE675849B...  
Anna L. Vogel, Procurement Manager

6/21/2023

Date

Attest:

DocuSigned by:

*Natasha Ramras*

B0F673AE40E94AE...  
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:

*Taylor Hallvik*

243BBFFB7E354C8...  
Taylor Hallvik, Assistant City Attorney

**CONTRACTOR:**

Public Safety Testing

DocuSigned by:

*Jon Walters*

EED3DEC00049493...  
Signature

Jon Walters President

Printed Name /Title

6/7/2023

Date

**SERVICE AGREEMENT C-100598**

**AMENDMENT No. 2**

**ENTRY LEVEL, PROMOTIONAL TESTING, AND BACKGREEN SCREENING  
SERVICES**

This Agreement amends the Professional Services Agreement number C-100598 by and between the City of Vancouver, hereinafter referred to as "City", and Public Safety Testing hereinafter referred to as "Contractor" for services offered.

This amendment amends the original agreement as follows:

1. Increase the authorized amount of the Agreement by \$500,000 to a revised authorized amount of \$800,000.
2. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

This amendment in no way alters any other provisions of the original agreement.

**CITY OF VANCOUVER**

A municipal corporation

**CONTRACTOR:**

Public Safety Testing

\_\_\_\_\_  
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: 149-23**

**TO:** Mayor and City Council

**FROM:** Eric Holmes, City Manager

**DATE:** 8/7/2023

**SUBJECT** Shumway Purchase Agreement

**Key Points**

- Shumway Neighborhood Park is 0.44-acres in size, located at 3014 F Street and adjacent to Vancouver School of Arts and Academics (VSAA).
- The proposed 0.15-acre acquisition lies south of the existing city ownership and will blend with school developments completed in 2020.
- The park is in Park Impact Fee District A, with a level of service (LOS) below the adopted standard.
- Expansion of the park will improve public access to the park to offer future development opportunities to help meet the recreational needs of this underserved area.
- The park was managed under a school-park interlocal agreement from 2001 to 2020 but terminated with the adjoining school expansion in 2020. During the school development project, Vancouver School District (VSD) and the City collaborated to minimize potential impacts to the adjoining park through a property exchange agreement. The proposed acquisition is a fulfillment of the intent of the agreement to create a property ownership realignment that would improve park access and neighborhood connectivity.
- The Vancouver Public School Board approved the parcel for surplus and disposition to the City as allowed under RCWs.
- VSD and city staff negotiated purchase of the property at the appraised value of \$180,000 through the attached purchase and sale agreement.
- The land purchase is eligible for PIF funding and identified in the capital facilities plan.

**Present Situation**

Between 1998 and 2000 the City acquired and developed 0.44 acres known as Shumway Neighborhood Park under a school-park interlocal agreement with Vancouver School District (VSD). The park adjoins the Vancouver School of Arts and Academics (VSAA). The interlocal agreement included maintenance and a joint use provision for a portion of VSAA property to facilitate public access to the school field and track area. The agreement expired in 2020 and terminated at the request of VSD in preparation for a significant expansion of VSAA

and a corresponding increased parking capacity. The school district's original development proposal was to locate school parking on three sides of the current park ownership, creating a notable decline in the quality and aesthetics of this small park footprint.

Following significant public involvement regarding the school development, an agreement was reached and approved by Vancouver School District and City Council to address neighborhood concerns regarding traffic congestion on residential streets while retaining the size and function of Shumway Neighborhood Park and connectivity with the surrounding area.

Per the 2020 agreement, school parking was relocated downslope and west of the park to provide a more visible connection to the adjoining neighborhood along F Street. Rather than exchanging properties as originally anticipated in the agreement, the Vancouver School Board approved the surplus, disposition, and sale agreement for the subject parcel to expand the park.

The proposed acquisition would fulfill the intent of the agreement and public input to create a property ownership realignment that would improve park access, visibility connectivity and public safety. The proposed 0.15-acre acquisition from VSD adjoins the southern boundary of Shumway Neighborhood Park. The school district razed a residential structure previously located on the parcel, followed by grading, seeding and installation of irrigation to blend the property with the adjoining park ownership and site improvements.

The park is located in PIF District A, which provides a level of service of 3.99 acres of park land per thousand residents, or 80% of the adopted standard. The ½-mile service area surrounding the park (10-minute walk) specifically includes approximately 900 residents.

The VSD property assessed at \$210,760 and appraised at \$180,000. VSD and City staff negotiated purchase of the property at the appraised value through the attached purchase and sale agreement. The acquisition is eligible for PIF funding and identified in the capital facilities plan. The proposal is consistent with the Parks, Recreation and Cultural Services Comprehensive Plan, Capital Facilities Plan, and the PIF Technical Document. Expansion of the park will improve public access to parks and natural areas and offer future development opportunities to help meet the recreational needs of this underserved area.

### **Advantage(s)**

1. Purchase of the VSD property expands the neighborhood park footprint to improve service to the surrounding residents and reduces the park deficit in PIF District A.
2. The proposed acquisition abuts public right-of-way frontage on 30th Street and F Street which have been improved for better visibility and public safety including clearing of sight obscuring vegetation and planting of street trees and turf.
3. The acquisition maximizes the public benefit of existing city ownership and expands future development opportunities.

### **Disadvantage(s)**

Site maintenance expenses will increase minimally with the proposed acquisition.

### **Budget Impact**

Budget appropriations from Park Impact Fee District A have been approved for this land



acquisition.

**Prior Council Review**

Vancouver City Council approved the VSAA school development and joint agency agreement on December 14, 2020. The Parks & Recreation Advisory Commission recommended approval of the proposed acquisition to expand Shumway Neighborhood Park on July 19, 2023.

**Action Requested**

Authorize the City Manager, or their designee, to accept the Purchase and Sale Agreement for acquisition of the Vancouver School District property through a Statutory Warranty Deed.

Monica Tubberville, Senior Planner, 360-487-8353

**ATTACHMENTS:**

- ▣ Shumway Map
- ▣ Shumway Purchase and Sale Agreement



## REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this “Agreement”) is entered into as of June 11, 2023 (the “Effective Date”) by and between the Vancouver School District #37, a first-class school district in Clark County, Washington, commonly known as “Vancouver Public Schools” (“Seller” or “VPS”), and the City of Vancouver, a Washington municipal corporation (“Purchaser” or “City”).

### BACKGROUND

**A.** Seller owns approximately 0.15 acres of unimproved land located at 3000 F ST, VANCOUVER, WA 98663 with the Clark County Tax Parcel #16525000 and the abbreviated legal description VANCOUVER HEIGHTS #2 LOT 3 ALL LOT 4 BLK 29 (the “Property”), as more particularly described on the attached **Exhibit A**, incorporated herein by reference, and as depicted with the map shown on **Exhibit B**.

**B.** Purchaser desires to acquire the Property, which is located immediately adjacent to Shumway Park, a City of Vancouver Parks, Recreation & Cultural Services (“Vancouver Parks”) neighborhood park, to expand park services in accordance with the Vancouver Parks’ 2022 – 2032 Comprehensive Plan capital facilities plan.

**C.** Seller obtained an appraisal from Colliers International dated January 27, 2023 (Colliers File # VAN230005) of the Property conveying a final opinion of “As-Is Market Value” of \$180,000.

**D.** Seller is a Washington public school district and Purchaser is a Washington municipality, therefore the disposal and acquisition of real property contemplated by this Agreement is made on such terms and conditions as mutually agreed upon by the parties in accordance with RCW 39.33.010.

NOW THEREFORE, in consideration of the circumstances recited above and the mutual covenants contained herein, the parties hereto agree as follows.

### AGREEMENT

**1. Purchase and Sale of the Property.** Seller agrees to sell the Property, including all easements, rights, strips, rights-of-way, and any other rights or interests appurtenant thereto, to Purchaser, and Purchaser agrees to purchase the Property from Seller, on the terms and conditions set forth in this Agreement. The Property consists of Seller’s interest in:

**2. Purchase Price.** The total purchase price for the Property is \$180,000 (the “Purchase Price”).

**3. Earnest Money Deposit.** Within five (5) business days of the Effective Date, Purchaser will deliver to Fidelity National Title Company/Chicago Title Company of Washington, 655 West Columbia Way, Suite 200, Vancouver, Washington, 98660, ATTN: Melissa Miller, Escrow



Agent ("Title Company") earnest money in the amount of Four Thousand Five Hundred and No One Hundredths Dollars (\$4,500) (the "Deposit"). Except as provided herein, the Deposit is nonrefundable and shall be applied to payment of the Purchase Price at Closing.

**4. Payment of Purchase Price.** The Purchase Price shall be paid as follows:

**4.1** The Deposit will be credited to the Purchase Price.

**4.2** The balance of the Purchase Price will be paid in all cash at Closing.

**5. Inspection Contingency.** At the time of execution of this Agreement, Purchaser has completed its inspections of the Property.

**6. Title to the Property.** Within five (5) days after the Effective Date, Seller will order a preliminary title commitment from the Title Company with respect to the Property (the "Title Report"). The Title Report includes and must be accompanied by the most legible copies available of all special exceptions listed therein. Except for any mortgages, deeds of trust, security instruments, financing statements, or other instruments which evidence or secure indebtedness, judgments, and liens against the Property, including, without limitation, mechanics' liens, tax liens, real estate taxes, water rates, and sewer rents, any exceptions to the Title Report to which Purchaser does not object within twenty (20) days of issuance of the Title Report pursuant to this Agreement shall be considered permitted exceptions.

**7. Conditions to Closing.** The obligation of the Parties to close this transaction is conditioned on the following:

(a) *Title Insurance.* The Title Company must be ready, willing, and able to issue a standard owner's policy of title insurance in the amount of the Purchase Price, based on the Title Report, insuring title in Purchaser to the Property consistent with the terms of this Agreement, and subject only to the title exceptions approved or deemed approved by Purchaser.

(b) *City and VPS Approval.* The Vancouver Parks and Recreation Advisory Commission (commonly known as PRAC) shall have reviewed and recommended and the Vancouver City Council and the Board of Directors of the Vancouver School District #37 shall have each respectively approved this Agreement and authorized the transaction contemplated herein by the City and VPS at open public meetings.

If any of these conditions are not satisfied or waived by the Party benefitted by the condition, this Agreement will terminate without further obligation of either Party and the Deposit must be returned to Purchaser.

**8. Closing.**

**8.1** *Closing Date.* This transaction will be closed within fifteen (15) business days following the satisfaction or waiver of all of the conditions set forth in Section 7 (the "Closing"), unless the Parties mutually agree to change the Closing date.

**8.2** *Manner and Place of Closing.* This transaction will be Closed by the Title Company in Vancouver, Washington, or at such other place as the Parties may mutually agree to in writing. Closing will take place in the manner and in accordance with the provisions set forth in this Agreement.

**8.3** *Prorations, Adjustments.*

(a) Any ad valorem real property taxes, assessments, or utility expenses (collectively, the "Expenses") will be prorated and adjusted between the Parties as of the Closing.

(b) Purchaser and Seller shall be equally responsible for the escrow fees in connection with this sale. Seller must pay the excise transfer tax on the sale, if any.

(c) Seller must pay the premium for a standard owner's title insurance policy in favor of Purchaser in the amount of the purchase price. Any additional title insurance coverage or endorsements requested by Purchaser will be paid by Purchaser.

(d) Purchaser shall be responsible for document recording fees at Closing.

(e) Each Party will pay its own attorney fees.

**8.4** *Events of Closing.* If the Title Company has received the sums and is in a position to cause the title insurance policy to be issued as described below, this transaction will be fulfilled as follows:

(a) Seller will convey the real property to Purchaser by statutory warranty deed, the form of which is included on the attached **Exhibit C** (the "Deed"), subject to the matters accepted or deemed accepted by Purchaser under this Agreement and shown thereon as "Permitted Encumbrances."

(b) The Title Company will calculate the pro-rations agreed to in this Agreement, and the Parties will be charged and credited accordingly.

(c) Upon compliance with the Parties' closing instructions, the Title Company will record the Deed.

**8.5** *Title Insurance.* As soon as possible after the Closing Date, the Title Company will furnish Purchaser a standard form ALTA owner's policy of title insurance in the amount of the Purchase Price for the Property, subject only to the Title Company's



standard preprinted exceptions and exclusions for the form and except for the matters accepted or deemed accepted by Purchaser under this Agreement. Purchaser may elect, at Purchaser's sole cost and expense, to secure an ALTA expanded coverage policy or ALTA endorsements, as approved by the Title Company.

**8.6** *Possession.* Seller will deliver possession of the Property to Purchaser at Closing.

**9. Defaults and Failure to Close.**

**9.1** *Seller's Remedies.* In the event that this transaction fails to close on account of a default by Purchaser under this Agreement, the Deposit will be forfeited by Purchaser and retained by Seller as liquidated damages as Seller's sole remedy for the default. THE AMOUNT OF THE DEPOSIT HAS BEEN AGREED BY THE PARTIES TO BE REASONABLE COMPENSATION AND THE EXCLUSIVE REMEDY FOR PURCHASER'S DEFAULT, BECAUSE THE PRECISE AMOUNT OF SUCH COMPENSATION WOULD BE DIFFICULT TO DETERMINE.

**9.2** *Purchaser's Remedies.* If this transaction fails to close on account of a default by Seller under this Agreement, the parties hereto agree that Purchaser would be irreparably injured by Seller's breach of this Agreement and that money damages alone are an inadequate remedy for actual or threatened breach of this Agreement. Accordingly, Purchaser is entitled to specific performance or injunctive or other equitable relief to enforce this Agreement and to all other rights and remedies available at law or in equity to Purchaser, including return of the Deposit.

**9.3** *Defaults.* Except for (a) Purchaser's failure to pay any portion of the Deposit as and when due hereunder or (b) either Party's wrongful failure to close or satisfy a condition to closing by the required Closing Date, neither Party will be deemed in default under this Agreement unless the Party is given written notice of its failure to comply with this Agreement and the failure continues for a period of ten days after the date the notice is given. This section will not be construed as extending the time by which any notice or contingency waiver must be given.

**9.4** *Costs and Attorney Fees.* If suit, action, arbitration, or mediation is instituted to interpret or enforce the terms of this Agreement or with respect to any dispute under this Agreement, the prevailing Party is entitled to recover from the other Party the sum that the court, arbitrator, or mediator may adjudge reasonable as costs and expert witness and attorney fees in any such proceeding, at trial, on any appeal or petition for review, and in any bankruptcy proceeding (including the adjudication of any issues peculiar to bankruptcy law), in addition to all other sums provided by law.

**9.5** *Waiver of Jury Trial.* AS PART OF THE CONSIDERATION FOR THIS AGREEMENT, EACH OF THE PARTIES HERETO WAIVES THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE OR ACTION UNDER THIS AGREEMENT.



## **10. Legal Relationship.**

**10.1 *Relationship of Parties.*** This Agreement creates only the relationship of Seller and Purchaser, and no joint venture, partnership, or other joint undertaking is intended hereby. Neither Party hereto will have any rights to make any representations or incur any obligations on behalf of the other. Neither Party has authorized any agent to make any representations, admit any liability, or undertake any obligation on its behalf. Neither Party is executing this Agreement on behalf of an undisclosed principal.

**10.2 *No Third-Party Beneficiaries.*** No third party is intended to be benefited or afforded any legal rights under or by virtue of this Agreement.

**10.3 *Assignments and Successors.*** Purchaser may not assign or otherwise transfer this Agreement or any interest herein, voluntarily, involuntarily, or by operation of law, without the prior written consent of Seller in each instance.

## **11. General Provisions.**

**11.1 *Notices.*** Notices under this Agreement must be in writing and, if personally delivered or sent by electronic mail, will be effective when received. If mailed, a notice will be deemed effective on the second day after deposited as registered or certified mail, postage prepaid, directed to the other Party. Notices must be delivered, mailed, or sent electronically to the following addresses and email addresses:

|                 |                                                                                                                                          |
|-----------------|------------------------------------------------------------------------------------------------------------------------------------------|
| Purchaser:      | Vancouver School District #37<br>ATTN: AJ Panter, Executive Director, Facility Support Services<br>2901 Falk Road<br>Vancouver, WA 98661 |
| With copy to:   | Marilee Scarbrough, General Counsel<br>Vancouver Public Schools<br>PO Box 8937<br>Vancouver, WA 98668-8937<br>Tel: 360-313-1280          |
| Seller:         | City of Vancouver                                                                                                                        |
| Services        | ATTN: Monica Tubberville, Parks, Recreation, & Cultural<br>PO Box 1995<br>Vancouver, WA 98660                                            |
| With a copy to: | City of Vancouver<br>ATTN: Becky Rude, Assistant City Attorney<br>PO Box 1995<br>Vancouver, WA 98660                                     |

Either Party may change its address for notices by at least fifteen (15) days' advance written notice to the other.

**11.2** *Time of Essence.* Except as otherwise specifically provided in this Agreement, time is of the essence for each and every provision of this Agreement.

**11.3** *Invalidity of Provisions.* If any provision of this Agreement, or any instrument to be delivered by a Party at Closing under this Agreement, is declared invalid or is unenforceable for any reason, the provision will be deleted from the document and will not invalidate any other provision contained in the document.

**11.4** *Neutral Construction.* This Agreement has been negotiated with each Party having the opportunity to consult with legal counsel and will be construed without regard to which Party drafted all or part of this Agreement.

**11.5** *Captions.* The captions of the sections and paragraphs in this Agreement are used solely for convenience and are not intended to limit or otherwise modify the provisions of this Agreement.

**11.6** *Waiver.* The failure of either Party at any time to require performance of any provision of this Agreement will not limit the Party's right to enforce the provision. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

**11.7** *Subsequent Modifications.* This Agreement and any of its terms may be changed, waived, discharged, or terminated only by a written instrument signed by the Party against whom enforcement of the change, waiver, discharge, or termination is sought.

**11.8** *Saturdays, Sundays, and Legal Holidays.* If the time for performance of any of the terms, conditions, and provisions hereof falls on a Saturday, Sunday, or legal holiday, then the time of the performance will be extended to the next business day thereafter.

**11.9** *Venue.* In any action brought to interpret or enforce any of the provisions of this Agreement, the venue will be in Clark County, Washington.

**11.10** *Applicable Law.* This Agreement will be construed, applied, and enforced in accordance with the laws of the state of Washington. All sums referred to in this Agreement will be calculated by and payable in the lawful currency of the United States.

**11.11** *Entire Agreement.* This Agreement constitutes the entire agreement of the Parties with respect to the Property and supersedes and replaces all written and oral agreements previously made or existing between the Parties.

**11.12** *No Offer.* By providing an unexecuted copy of this Agreement to any person, neither Party is deemed to have made an offer to sell or purchase or otherwise indicated its willingness to enter into any transaction with respect to the Property, and this

Agreement will not be binding on any Party unless and until it has been fully executed and delivered by Seller and Purchaser.

**11.13 Counterparts.** This Agreement may be executed simultaneously or in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

**SELLER:**

VANCOUVER SCHOOL DISTRICT #37, a Washington first-class school district

By: Jeff Snell

Name: JEFF SNELL

Title: SUPERINTENDENT

Approved as to Form:

By: AJ Panter

Name: AJ PANTER

Title: EXECUTIVE DIRECTOR, FACILITY SUPPORT SERVICES.

**PURCHASER:**

CITY OF VANCOUVER, a Washington municipal corporation

By: \_\_\_\_\_

By: Eric J. Holmes, City Manager (or designee)

Attest:

By: \_\_\_\_\_

By: Natasha Ramras, City Clerk (or designee)

Approved as to Form:

By: \_\_\_\_\_  
By: Jonathan Young, City Attorney (or designee)

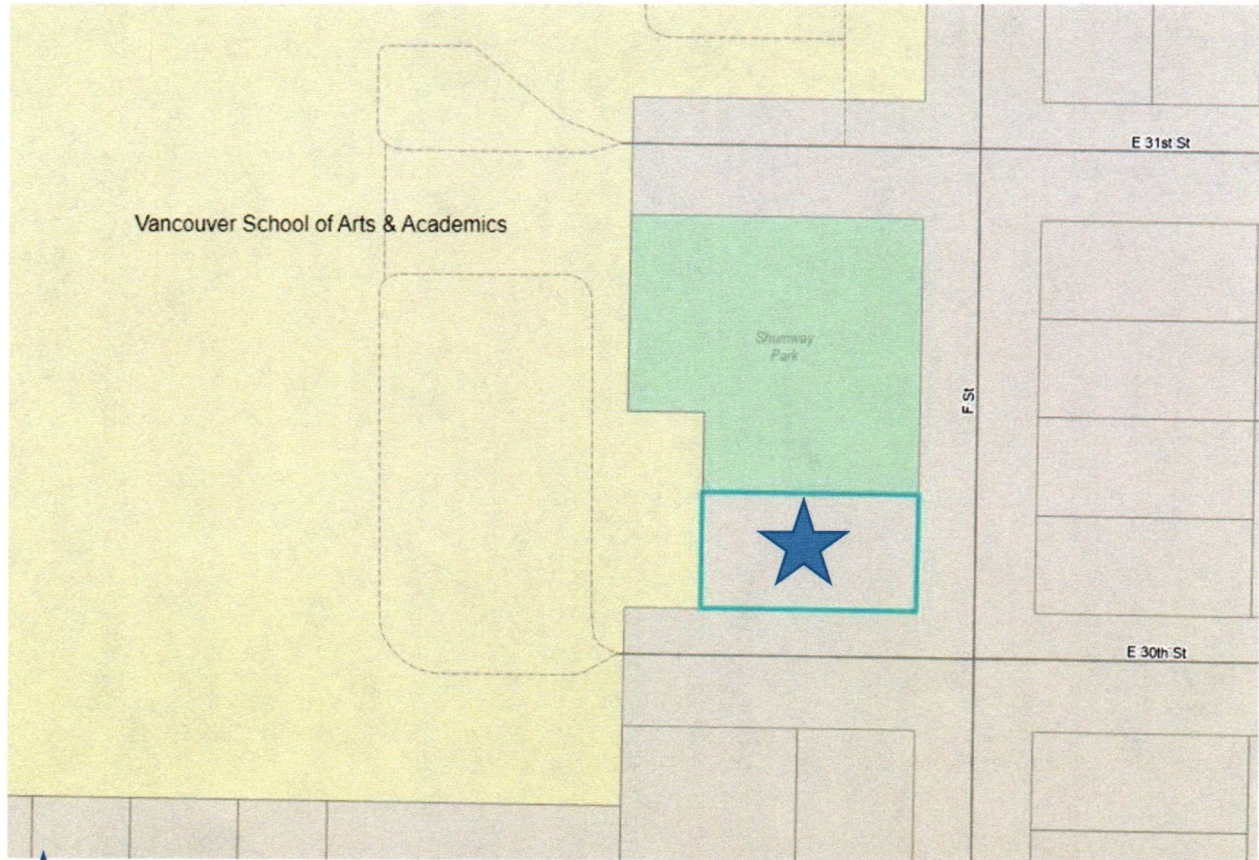


## **EXHIBIT A**

### **PROPERTY LEGAL DESCRIPTION**

The South 60 feet of Fractional Block 29, Vancouver Heights, according to the Plat thereof, recorded in Volume "A" of Plats, Page 35, Records of Clark County, Washington, otherwise described as Lot 4 and the South 10 feet of Lot 3, Block 29 of said Vancouver Heights. Together with that portion of "F" Street adjacent and appurtenant thereto vacated by order of the Clark County Board of Commissioners, dated June 7, 1905 , and recorded in Book 60, Page 248, records of Clark County, Washington.

**EXHIBIT B**  
**MAP OF PROPERTY**



Subject Property



**EXHIBIT C**  
**FORM OF STATUTORY WARRANTY DEED**

After recordation return to:

City of Vancouver  
PO Box 1995  
Vancouver, WA 98668  
ATTN: Monica Tubberville, Parks, Recreation, and Cultural Services

**STATUTORY WARRANTY DEED**

**GRANTOR:** VANCOUVER SCHOOL DISTRICT #37, a Washington first-class school district

**GRANTEE:** CITY OF VANCOUVER, a Washington municipal corporation

**PROPERTY:** 3000 F ST, VANCOUVER, WA 98663  
(Full legal description on Exhibit A, attached hereto)

**ABBREVIATED LEGAL:** VANCOUVER HEIGHTS #2 LOT 3 ALL LOT 4 BLK 29

**ASSESSOR'S TAX PARCEL NUMBER:** #16525000

The Grantor, VANCOUVER SCHOOL DISTRICT #37, a Washington first-class school district, for and in consideration of Ten and No One Hundredths Dollars (\$10.00) and other good and valuable consideration, in hand paid, conveys and warrants to the Grantee, the CITY OF VANCOUVER, a Washington municipal corporation, the real property situated in the County of Clark, State of Washington as described on the attached Exhibit A and subject to the permitted exceptions, if any, described on attached Exhibit B, together with all improvements located thereon, all rights, benefits, privileges, easements, tenements, hereditaments and appurtenances there unto belonging or in any way pertaining thereto.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

**GRANTOR:**

VANCOUVER SCHOOL DISTRICT #37, a Washington first-class school district

By: [DO NOT SIGN – EXHIBIT ONLY]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTARY ACKNOWLEDGMENT**

STATE OF WASHINGTON        }  
                                              } ss.  
COUNTY OF CLARK         }

Before me personally appeared \_\_\_\_\_ (print name)  
as the authorized signatory of Vancouver School District # 37, GRANTOR, and acknowledged  
said instrument to be the free and voluntary act and deed of said individual, for the uses and  
purposes therein mentioned, and on oath stated that he was the individual authorized signatory of  
said instrument as Grantor.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this  
\_\_\_\_ day of \_\_\_\_\_, 2023.

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

NOTARY PUBLIC in and for  
the State of \_\_\_\_\_,  
residing at \_\_\_\_\_

My appointment expires: \_\_\_\_\_

# **STATUTORY WARRANTY DEED**

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

The South 60 feet of Fractional Block 29, Vancouver Heights, according to the Plat thereof, recorded in Volume "A" of Plats, Page 35, Records of Clark County, Washington, otherwise described as Lot 4 and the South 10 feet of Lot 3, Block 29 of said Vancouver Heights. Together with that portion of "F" Street adjacent and appurtenant thereto vacated by order of the Clark County Board of Commissioners, dated June 7, 1905 , and recorded in Book 60, Page 248, records of Clark County, Washington.

**STATUTORY WARRANTY DEED**  
**EXHIBIT B**  
**PERMITTED ENCUMBRANCES**

[SUBJECT TO TITLE REPORT REVIEW]



**Staff Report: 150-23**

**TO:** Mayor and City Council

**FROM:** Eric Holmes, City Manager

**DATE:** 8/7/2023

**SUBJECT** Visit Vancouver WA Destination Master Plan

**Key Points**

- Vancouver has matured as a visitor destination, attracting travelers from all walks of life, as well as seeing increased local participation in events and cultural programs.
- Increased visitation brings a new set of challenges and opportunities to our community, and it is important for Visit Vancouver WA to examine their visitation strategy and determine an appropriate path forward that considers the needs of all Vancouver residents.
- Visit Vancouver WA received a Lodging Tax grant to create a Destination Master Plan to guide the future of tourism.
- The Destination Master Plan was developed in 2022-2023 under the guidance of a robust, inclusive stakeholder engagement effort.
- Visit Vancouver WA's intention with this plan is to "guide and advocate for responsible tourism growth that balances quality of life and economic prosperity with stewardship of our natural resources and cultural values."

**Present Situation**

RCW 67.28.180 allows municipalities to impose a 4% lodging tax on stays of less than 30 days at hotels, motels, campgrounds, bed and breakfasts and RV parks. Those funds can only be used for tourism-related projects, events and facilities. The RCW requires that in order to expend lodging tax funds, the City's Lodging Tax Advisory Committee, comprising equal numbers of lodging tax generators and potential lodging tax recipients, must review and recommend proposed expenditures to the City Council. In 2022, the Lodging Tax Advisory Committee advised City Council to approve a grant to Visit Vancouver WA. Visit Vancouver WA then entered into a professional services agreement with the City of Vancouver and used a portion of the funding to create the City's first Destination Master Plan.

Destination Master Plan Link

Implementation Matrix for Destination Master Plan Link

**Advantage(s)**

The Destination Master Plan will support tourism-related events, activities and facilities that help strengthen Vancouver's appeal to both day and overnight visitors.

**Disadvantage(s)**

None

**Budget Impact**

The 2022 budget contained an appropriation sufficient to cover a grant to Visit Vancouver WA of \$700,000 in Lodging Tax Funds. A portion of the grant funded the Destination Master Plan.

**Prior Council Review**

A memo dated 5/12/2023 to the Mayor and City Council provided an overview of the Destination Master Plan.

**Action Requested**

On August 7, 2023, approve the resolution for Visit Vancouver WA's implementation of the Destination Master Plan consistent with the terms of the Lodging Tax Grant to Visit Vancouver WA.

Teresa Brum, Deputy Economic Development Director, 360-487-7949

**ATTACHMENTS:**

- ▣ Resolution
- ▣ Resolution Exhibit A - Destination Master Plan
- ▣ Destination Master Plan - Presentation
- ▣ Cover Memo Visit Vancouver Destination Master Plan
- ▣ Lodging Tax Distribution 2023 Pie Chart



8/7/2023

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION approving Visit Vancouver Washington’s implementation of the 2023-2033 Visit Vancouver Washington Destination Master Plan consistent with the terms of the 2023 Lodging Tax Grant to Visit Vancouver.

WHEREAS, in November 2021 the Vancouver Lodging Tax Advisory Committee recommended to City Council a new scope of work for Visit Vancouver that included providing “ongoing organization support, increased marketing, a tourism plan”; and

WHEREAS, in 2022 the City Council recognized the importance of Visit Vancouver Washington having a plan to guide and advocate for responsible tourism growth that balances quality of life and economic prosperity with stewardship of our natural resources and cultural values for the next ten years; and

WHEREAS, in 2023 the City Council previously recognized the importance of sustainable tourism in the Strategic Plan EO.PM.7 Goal to “support Visit Vancouver’s Destination Master Plan implementation to increase visitation and local placemaking efforts.”; and

WHEREAS, in 2023 the City Council recognized the importance of sustainable tourism in Climate Action Framework Action #17 to “create strategies to encourage sustainable tourism.”; and

WHEREAS, in 2023 the City Council approved Services Agreement No. C-100774 (“2023 Lodging Tax Grant Agreement”) with Visit Vancouver Washington to provide destination services and tourism marketing for the City of Vancouver, including engagement of

**RESOLUTION - 1**

the community to develop a Destination Master Plan, and implementation of the resulting plan following approval by the City; and

WHEREAS, to prepare the Destination Master Plan, community-based organizations and partners were interviewed, a sixteen-person advisory committee was convened, and the public were engaged through a visioning process to help plan destination services and tourism marketing for the next ten years; and

WHEREAS, the 2023-2033 Destination Master Plan builds upon core values and focus areas affirmed by the City Council and work previously completed through the Strategic Plan, the Climate Action Plan, and community engagement efforts.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. City Council hereby approves implementation of the 2023-2033 Visit Vancouver Destination Master Plan, attached as Exhibit “A,” consistent with the terms of the 2023 Lodging Tax Grant to Visit Vancouver.

ADOPTED at a Regular Meeting of the Vancouver City Council this \_\_\_\_\_, of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Anne McEnery-Ogle, Mayor

Attest:

\_\_\_\_\_  
Natasha Ramras, City Clerk

Approved as to form:

\_\_\_\_\_  
Jonathan Young, Acting City Attorney

**RESOLUTION - 2**

# VISIT VANCOUVER WASHINGTON



## DESTINATION MASTER PLAN

DEVELOPED IN CONJUNCTION WITH THE CITY OF VANCOUVER AND FUNDED BY LODGING TAX FUNDS



## ACKNOWLEDGEMENTS

Visit Vancouver WA would like to thank the regional community leaders who gave their time and expertise as they served on the Steering Committee, providing guidance, leadership and support of the development of the Destination Master Plan.

### STEERING COMMITTEE MEMBERS:

**Jennifer Baker**, Columbia River Economic Development Council

**Jordan Boldt**, Vancouver Farmers Market

**Teresa Brum**, City of Vancouver Economic Development Department

**Mike DiFabio**, Fortside Brewing Company

**Stacey Donovan**, City of Vancouver Parks Department

**Linda Glover**, Vancouver Historic Trust

**Heidi Griggs**, Pepper Bridge Winery & Amavi Cellars

**Kim Harless**, Vancouver City Council & Lodging Tax Advisory Committee Chair

**Ryan Hart**, Port of Vancouver USA

**Mike McLeod**, Hilton Vancouver & Visit Vancouver Board of Directors Chair

**John McDonagh**, Greater Vancouver Chamber of Commerce

**Cliff Myers**, Visit Vancouver Washington

**Jennifer Sandstrom**, WSU-V School of Hospitality Business Management

**Rick Takach**, Vesta Hospitality

**Michelle Thana**, State of Washington Tourism

**Michael Walker**, Vancouver's Downtown Association

This plan has been endorsed by the City of Vancouver's Lodging Tax Advisory Committee (LTAC) and approved by Visit Vancouver's Board of Directors.

### LODGING TAX ADVISORY COMMITTEE MEMBERS:

**Jordan Boldt**, Vancouver Farmers Market

**Steve Bowers**, Hampton Inn & Suites

**Kim Harless (Chair)**, Vancouver City Council

**Kari Jonassen**, Vesta Hospitality

**Jennifer Kenney**, Hough Foundation

**Mike McLeod**, Hilton Vancouver

**Linda Reid**, Heritage Bank

**Brad Richardson**, Clark County Historical Museum

**Carla Rise**, Sonesta ES Suites

### VISIT VANCOUVER BOARD OF DIRECTORS:

**Jordan Boldt**, Vancouver Farmers Market

**Steve Bowers**, Hampton Inn & Suites

**Teresa Brum**, City of Vancouver Economic Development Department

**Ryan Hart**, Port of Vancouver USA

**Alison Hite**, InnVentures

**Sue Marshall**, Clark County Council

**Mike McLeod (Chair)**, Hilton Vancouver Washington

**Cliff Myers**, Visit Vancouver WA

**Alkesh Patel**, Evergreen Hospitality Development Group

**Carla Rise**, Sonesta ES Suites

**Jennifer Sandstrom**, WSU-V School of Hospitality Business Management

**Seidy Selivanow**, Kafiex Roasters



# PROJECT TEAM

Visit Vancouver WA would like to thank members of the project team who worked collaboratively to develop a vision for tourism in our community to move this project forward over the course of a one-year period. We would like to acknowledge the partnership with our project partner, MMGY NextFactor, the lead agency on the project. This team brought knowledge, experience, and tourism industry expertise to the destination master planning process to help evaluate existing strengths and meaningful future growth opportunities for Vancouver as a vibrant community and visitor destination. This plan is a living document that will serve as a guidepost for the Vancouver community as we proceed with implementation to carry out the vision and strategies that have been identified as priorities for Vancouver throughout this process.



## VISIT VANCOUVER WA:

**Cliff Myers,**  
President & CEO,  
Visit Vancouver Washington



## CITY OF VANCOUVER:

**Teresa Brum,**  
Deputy Director of  
Economic Development,  
City of Vancouver



## MMGY NEXTFACTOR:

**Paul Ouimet,**  
Partner, President,  
MMGY NextFactor

**Cassandra McAuley,**  
SVP Destination  
Stewardship,  
MMGY NextFactor

**Kayla Dunn,**  
Director,  
Destination Planning,  
MMGY NextFactor

**Teresa Allan,**  
Project Manager,  
MMGY NextFactor



## POINTNORTH

## POINTNORTH CONSULTING:

**Monica Santos-Pinacho,**  
Director of Community  
Engagement,  
PointNorth Consulting



## CIVITAS ADVISORS:

**Tiffany Gallagher,**  
VP of Operations,  
Civitas Advisors



# IMAGINE IT'S THE YEAR 2033

Imagine it's the year 2033. With so many rich experiences to choose from, visitors to Vancouver often choose to extend their trip to the area — or quickly make plans for a repeat visit.

Values like environmental sustainability, diversity, inclusivity, accessibility, historical reverence, respect, and kindness are easy to find reflected throughout Vancouver's built environment and are readily apparent to visitors. A walk down iconic Main Street, among beautiful public parks, or through any one of the city's award-winning public spaces speaks to these values by incorporating thoughtful elements of design and aesthetics. Vancouver's rich creative arts scene can be seen and felt throughout the city, highlighting community values and reflecting the region's heritage and pride of place.

Upon arrival, all visitors feel welcomed into this community by its attentive and friendly people. Tips about beloved local restaurants, which trailheads are accessible through transit or favorite attractions in town are enthusiastically shared by locals. Residents take pride in sharing their city with visitors and feel that their voices have helped shape the tourism industry in Vancouver.

Visitors take notice of the newly renovated downtown Main Street, the biggest downtown infrastructure investment since the Vancouver Waterfront. The unique Main Street renovation boasts accessibility for all abilities, unique lighting and design features, and a plethora of locally owned retail and restaurant establishments. The new Main Street entices visitors to walk, bike, or roll through downtown to enjoy Vancouver's historic ambiance. Main Street offers more than just a new streetscape — many visitors and locals consider a visit to Main Street to be a must-do experience and a unique way to experience Vancouver.

Visitors have no trouble finding their way around Vancouver thanks to user-centered design elements, navigable streets and an exceptional public transportation system that provides ample connectivity and mobility options. The city has become well-known for innovative, modern transportation solutions that provide critical connectivity in the region while incorporating the importance of the natural environment, support for the regional and national economy and transportation equity.

Small businesses flourish thanks to the steady flow of visitors attracted to the area to check out Vancouver's signature events, food and beverage scene and entertainment options. Vancouver locals and folks from around the Pacific Northwest look forward to attending multicultural events and festivals that take place in neighborhoods across Vancouver throughout the year, paying homage to the region's cultural heritage, rich history and traditions from across all walks of life. Those raising families here take pride that Vancouver is welcoming and inclusive to a diversity of people and cultures. Residents value the vast representation of perspectives and identities found throughout the community.

Thanks to input from its residents, as well as strong alignment of the local tourism industry and its partners, Vancouver has become an enviable place to live and visit. Many of the features that have contributed to the buzz about Vancouver can be attributed to the Destination Master Plan and its resulting collaborations that launched in 2023.





## A MESSAGE FROM VISIT VANCOUVER WA

Vancouver and the Clark County area has matured as a visitor destination, attracting travelers from all walks of life to our corner of the Pacific Northwest. Increased visitation to our area brings a new set of tourism challenges and opportunities for our community, and as such it is incumbent upon us as a community to examine our tourism strategy and determine an appropriate path forward that considers the needs of all Vancouver residents.

Our organization's intention with this plan is to guide and advocate for responsible tourism growth that balances quality of life and economic prosperity with stewardship of our natural resources and cultural values. It is our hope that this plan will catalyze Vancouver's tourism potential and set a responsible course for action that honors the place we call home while strengthening our position as a visitor destination.

The work of this Destination Master Plan is the outcome of a community-driven process initiated by Visit Vancouver WA and the City of Vancouver and guided by a Steering Committee of local community leaders. It sets a new direction for Vancouver's tourism industry and visitor economy. A key focus of developing this plan has been to align with the City's priorities to increase sustainability and be inclusive of all residents. This plan is a strategic, long-term initiative to help our city focus on a collective vision and action plan to achieve short-, mid- and long-term goals to support a thriving, sustainable and well-balanced quality of life.

Vancouver's Destination Master Plan is the beginning of a long-term collaborative effort to preserve and enhance the place that we love. Collectively, we can build a stronger visitor economy, achieve a new vision for our city, and create outstanding, thoughtful and memorable experiences for our visitors.

Sincerely,

A handwritten signature in black ink, appearing to read "Cliff Myers".

**Cliff Myers**  
President & CEO  
Visit Vancouver WA



## EXECUTIVE SUMMARY



Since the early 2000s, the fabric of Vancouver has been shifting. In connection with the opening of Vancouver Waterfront Park in 2018, business investments, infrastructure improvements and community efforts have moved the needle and quietly grown this corner of the Pacific Northwest into a place that people are talking about more than ever before.

According to 2020 census data, Vancouver saw an 18% population increase between 2010-2020. Not only has Vancouver seen a boom in residential growth in recent years, but it has become a dynamic visitor destination with so much to offer visitors from all walks of life. Vancouver's growing reputation has landed it as a place to visit on many people's travel bucket list, and an increasing number of visitors are making the trip. Vancouver is the second largest city in the Portland region and stands on its own with its own unique history, rich heritage as the largest city on the Columbia River, and unique attractions.

There's no doubt that businesses and residents have benefited from the growing interest in Vancouver and increases in its visitor economy. While this growth has brought an exciting new chapter in Vancouver's story, of equal importance to that growth is preserving and enhancing residents' quality of life. The local visitor economy has the power and potential to support our community by creating much-needed jobs and income for underserved communities, entrepreneurs, artists and local makers, offering new employment opportunities for people from all walks of life. By increasing awareness of Vancouver's uniqueness, the local visitor economy can also help preserve local heritage and foster cultural awareness and pride. However, increased visitation can also have an unintentionally negative impact by aggravating income inequality and contributing to the overuse of natural and cultural resources.

To balance the impacts of increased visitation and to prioritize preservation of these resources, it's important that future growth is managed responsibly so residents can continue to enjoy a high quality of life in the place they call home. This plan seeks to enhance Vancouver and the local area's visitor economy and ensure residents reap its benefits by empowering them to improve their livelihoods, share their heritage, and contribute to sustainable economic development.

# Exhibit A

With an eye toward a responsible, equitable and inclusive future for Vancouver's tourism economy, Visit Vancouver WA and the City of Vancouver are excited to introduce Vancouver's first ever Destination Master Plan.

This plan is intended to serve as a 10-year framework to guide tourism strategy, investment and opportunities for community partners and business leaders, and provide a common vision for the future of tourism in Vancouver. It will provide guidance to engage both new and traditional visitors, as well as strategies and tactics to grow, empower, and diversify Vancouver and the surrounding area's tourism industry.

## FROM THE ONSET OF THE DESTINATION MASTER PLANNING PROCESS, THE GOALS OF THIS PROJECT WERE TO:

- Facilitate an inclusive process to engage existing and non-traditional stakeholders.
- Provide an aligned road map that will respond to the needs of residents, visitors, and stakeholders.
- Generate ideas to improve the visitor experience, target new audiences and set a course for sustainable, responsible growth.
- Analyze new funding opportunities.

This Destination Master Plan will guide tourism development by providing an aligned road map that responds to the needs of all residents, visitors, and representatives of the tourism industry, local and regional economic development interests, and long-term planning efforts in the Vancouver/Clark County area.

Destination master planning is about taking a strategic, rather than organic, approach to establishing a vision for the Vancouver visitor economy. The strategic goals outlined in this plan provide a framework to inform decision making regarding tourism investments in service of the vision outlined by the Steering Committee and project team because of this project.

## FIVE STRATEGIC RECOMMENDATIONS WERE IDENTIFIED AS GOALS FOR VANCOUVER AS AN OUTCOME OF THIS PROCESS:

| # | STRATEGIC GOAL                                                                               |
|---|----------------------------------------------------------------------------------------------|
| 1 | DEVELOP VANCOUVER'S EXPERIENTIAL INFRASTRUCTURE.                                             |
| 2 | ENGAGE LOCALS.                                                                               |
| 3 | ENHANCE ACCESS, MOBILITY AND EASE OF MOVEMENT FOR PEOPLE OF ALL ABILITIES.                   |
| 4 | STRENGTHEN OUTDOOR RECREATION TOURISM OPPORTUNITIES TO CONNECT ALL PEOPLE WITH THE OUTDOORS. |
| 5 | ARTICULATE VANCOUVER'S DESTINATION IDENTITY & BRAND PROMISE.                                 |

These goals, and the subsequent initiatives to help achieve them, are articulated in further detail beginning on [page 18](#).



A man and a woman are standing in a grassy field, looking up at a wooden tower and a long wooden fence. The woman is pointing towards the tower. The scene is set in a rural area with flowers in the foreground and trees in the background.

## STATE OF THE INDUSTRY

### LOCAL STATE OF THE INDUSTRY

Tourism provides strong benefits to our local economy and creates positive effects that ripple throughout the entire community. Benefits of tourism include:

- Creates local jobs and strengthens the local economy.
- Increases appreciation for the conservation of natural and historic sites.
- Tourism dollars can be reinvested in infrastructure such as parks, roads, cultural facilities which benefit local residents.
- Tourism creates a cultural exchange between tourists and local citizens.
- Allows entrepreneurs to establish new products and services.
- Gives the area a sense of unique identity.

By the end of 2023, hotel inventory in Vancouver & Clark County will reach over 3,600 rooms, reflecting a nearly 44% increase over the past 10 years. Additional hotels are in the development pipeline, which is positive news for Vancouver's visitor economy as growth in hotel room supply will support the continued growth of visitors to the area.

The economic impact of Vancouver's visitor economy cannot be denied. In 2021, Clark County welcomed over 4.1 million visitors to the area, who generated a daily economic impact of \$1.42 million and created \$285.9 million in total job earnings.

These numbers will continue to grow as Vancouver matures as a destination.



## GLOBAL STATE OF THE INDUSTRY

Our planning process incorporated insights from tourism communities across the globe and from the broader tourism industry.

In 2021, MMGY NextFactor conducted the largest global survey of tourism industry leaders, with 709 tourism executives from 50 countries participating. Three transformational opportunities for our industry emerged that all relate directly to the Vancouver Destination Master Plan — and to the future of our destination:

- |                                                                                                                            |                                                                                                                      |                                                                                                                  |
|----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| <b>1. Destination Alignment:</b><br>aligning the public, private<br>and civic sectors to drive<br>destination performance. | <b>2. Sustainable Development:</b><br>destination development<br>should marry people,<br>profit, planet, and policy. | <b>3. Values Based Marketing:</b><br>Community values, goals<br>and energy are the new<br>competitive advantage. |
|----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|

The survey also identified the top strategies and trends in the tourism industry, and many align with the strategic direction for Vancouver's visitor economy.

Despite global impacts to the tourism industry after the COVID-19 pandemic beginning in 2020, travel has resumed to pre-pandemic levels. Data from the U.S. Travel Association shows travel spending continues to steadily increase and was 4% above 2019 levels in January 2023. According to the latest edition of MMGY Travel Intelligence's 2023 Portrait of American Travelers study (March 2023), 7 in 10 U.S. adults plan to take a vacation in the next 12 months. In this study, Washington was ranked #12 of states that travelers are interested in visiting in the next two years. Travelers indicated that scenery, safety, and a destination's food & beverage offerings are the most influential factors in determining where they will travel.

Based on recent data insights, it is clear that sustainability considerations are not diminishing anytime soon and will continue to be a priority for many travelers. The Portrait of American Travelers study indicates that sustainability is an important factor for travelers when making trip-related decisions. 8 in 10 (81%) of travelers are willing to change their own travel behaviors to reduce their environmental impact. This focus on sustainability continues to be especially true for younger generations and those with children. About 8 in 10 Gen-Zers (84%), Millennials (78%) and parents (78%) are willing to pay more to patronize environmentally responsible service providers, and about 9 in 10 Gen Zers (93%), Millennials (90%) and parents (89%) are willing to change their travel behavior to reduce their environmental impact. About one-third (35%) of travelers believe it is important for travel companies to provide an inside look at how they are becoming more sustainable. 6 in 10 travelers are willing to pay more to patronize travel providers who demonstrate environmental responsibility.

## REGIONAL CONTEXT

The Vancouver Destination Master Plan was created within the context of existing City, County and regional plans, policies, and regulations. We recognize and respect the work already done in Vancouver and consider it a strong foundation to build upon. The following is a list of specific planning documents referenced during the project engagement:

- |                                                                    |                                                |
|--------------------------------------------------------------------|------------------------------------------------|
| • City of Vancouver Comprehensive Plan                             | • City of Vancouver Climate Action Framework   |
| • City of Vancouver Strategic Plan                                 | • Visit Vancouver 2022 Annual Tourism Report   |
| • Vancouver City Center Vision & Subarea Plan                      | • Visit Vancouver 2023 Annual Tourism Report   |
| • Clark County Economic Development Plan and Strategic Initiatives | • Port of Vancouver 10 Year Strategic Plan     |
|                                                                    | • Columbia Play Project Economic Impact Report |



## MASTER PLANNING PROCESS



From the onset of this Destination Master Planning process, the goals of this project were to:

- Facilitate an inclusive process to engage existing and non-traditional stakeholders.
- Provide an aligned road map that will respond to the needs of residents, visitors and stakeholders.
- Generate ideas to improve the visitor experience, target new audiences and set a course for sustainable, responsible growth.
- Analyze new funding opportunities.

The 12-month process included a robust, inclusive stakeholder engagement effort to engage stakeholders who live and/or work in Vancouver representing a diverse range of perspectives and identities. The project team conducted a range of virtual and in-person stakeholder engagement activities throughout summer and fall 2022 to seek feedback and validation from residents, visitors, and partners.

Engagement activities included a resident survey distributed broadly to the Vancouver and Clark County community; one-on-one interviews with 14 key local and regional stakeholders, including representatives from the Port of Vancouver, Greater Chamber of Commerce, Vancouver Downtown Association, Vesta Hospitality, Vancouver Farmers Market, State of Washington Tourism, among others; a series of focus groups with hospitality, entertainment/sports and travel partners as well as business, economic development, arts and culture organizations, and individual business/property owners and community leaders; and a visioning workshop.





## STEERING COMMITTEE

A Steering Committee of 16 community leaders from Vancouver was formed to guide the process, advise on key considerations, and champion the Master Plan both through development and into implementation. The Steering Committee met for three in-person working sessions throughout the process.

## STAKEHOLDER ENGAGEMENT

MMGY NextFactor and PointNorth met with over 35 stakeholders through a series of 7 focus groups and conducted 14 in-depth interviews, all of which took place between August and November 2022. The primary purpose of this engagement was to identify key opportunities and challenges for Vancouver's future as a visitor destination and a quality place for residents to live, work and play.

## INTERVIEWS

MMGY and PointNorth conducted 14 in-depth, one-on-one interviews with community leaders who provided specific insights into different components of the local economy, community values and lifestyle.

## FOCUS GROUPS

Focus groups included stakeholders from the following sectors including:

- Lodging
- Attractions & Cultural Resources
- Culture, Art, & Museums
- Restaurants, Food & Beverage
- Venues
- Meeting Planners & Event Organizers
- Transportation
- Economic Development
- Municipal Leaders
- Small Business & Retail
- Outdoor Recreation

# Exhibit A

## DESTINATIONNEXT ASSESSMENT

MMGY NextFactor conducted a detailed assessment of the Vancouver visitor economy utilizing a comprehensive stakeholder survey that measures destination strength and destination alignment, based on a series of 24 variables. The results were then used to plot Vancouver into a Scenario Model, which shows the specific opportunities for Vancouver and its partners to build upon.

123 stakeholders responded to the online assessment, including those representing the tourism industry, municipal government, community leaders, customers, the Visit Vancouver WA Board of Directors and others.

### DESTINATION STRENGTH VARIABLES



Attractions and Experiences



Arts, Culture & Heritage



Dining, Shopping & Entertainment



Outdoor Recreation



Conventions & Meetings



Events & Festivals



Sporting Events



Accommodation



Local Mobility & Access



Destination Access



Communication Infrastructure



Health & Safety

### DESTINATION ALIGNMENT VARIABLES



Business Support



Community Group & Resident Support



Government Support



Organization Governance



Workforce Development



Hospitality Culture



Equity, Diversity & Inclusion



Funding Support & Certainty



Regional Cooperation



Sustainability & Resilience



Emergency Preparedness

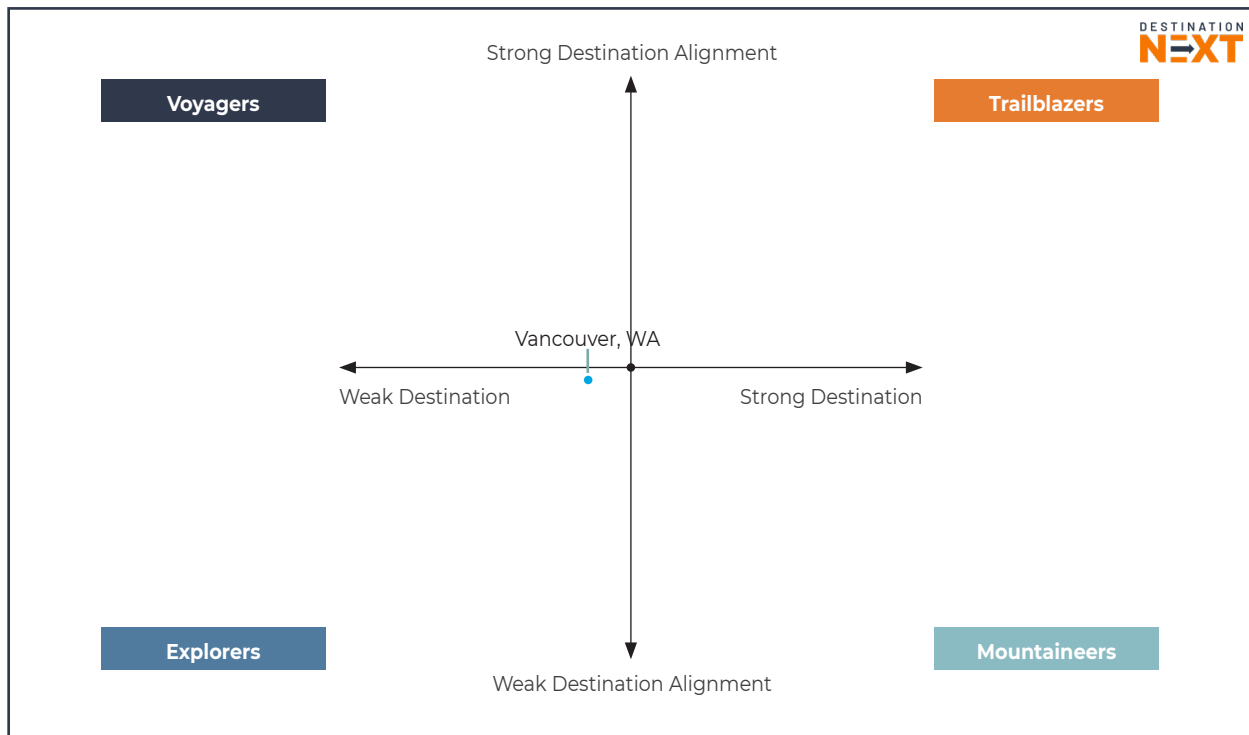


Economic Development

# Exhibit A

From a destination strength perspective, stakeholders perceive Vancouver to be strong in outdoor recreation, accommodations, access, and communication infrastructure, however lacking in attractions and experiences, sporting events, events and festivals, and arts, culture and heritage.

From a destination alignment perspective, stakeholders perceive Vancouver to be strong in economic development, organizational governance, sustainability, and resilience, however lacking in workforce development, emergency preparedness, hospitality culture, funding support and certainty and community and resident support.



Overall, Vancouver landed in the Explorer quadrant of the DestinationNEXT scenario model, with below industry average scores for both destination strength and destination alignment. This indicates that there is room for improvement for Vancouver as a visitor destination in terms of building community alignment & tourism-focused partnerships and developing tourism products and infrastructure to support visitation. As an emerging destination, this Master Plan will support the development of both experiences to strengthen the destinations and alignment with all members of the community.





## RESIDENT SURVEY

In consultation with Visit Vancouver WA, MMGY NextFactor developed an online resident survey to identify and understand local sentiment on a variety of key characteristics regarding tourism.

This research aims to answer the following questions:

- What do residents think of their city as a place to live?
- What are the most important attributes of a resident's quality of life?
- How do residents view the tourism industry and its impact on their county?

More than 600 residents of Vancouver participated in the survey.

Nature and parks were identified as the most important attributes to quality of life as a Vancouver resident, followed by dining, outdoor activities, and health and wellness.

Residents felt the best features of living in Vancouver were the geographic location, outdoors spaces, climate, and friendly people. The survey revealed that homelessness, safety and crime, lack of diversity, and housing availability are some of Vancouver's least favorable aspects of Vancouver residency.

Nature and parks were rated as the highest quality experience currently available in Vancouver, followed by outdoor activities, breweries, and historic sites and landmarks. Respondents rated sports participation & viewing, nightlife, and museums as the lowest quality experiences.

According to almost half of the respondents, Vancouver attracts too few tourists. There is a strong belief among respondents that an increase in tourism will create opportunities for local businesses and create employment opportunities for residents.

The compiled data, along with key findings and recommendations, were presented to the Steering Committee in a working session during this project.





## KEY FINDINGS

Feedback from the engagement was analyzed and summarized into 13 key findings surrounding the management and development of tourism in Vancouver.

1. Vancouver's outdoor recreation opportunities are key to attracting visitors and residents.
2. There needs to be greater awareness and opportunity to connect visitors to outdoor recreation opportunities.
3. Vancouver has an opportunity to grow its hosting & experiential infrastructure.
4. Vancouver needs an articulated identity and clear brand.
5. Sustainability & stewardship are priorities in Vancouver and need to be better integrated into the visitor economy.
6. Additional attractions and experiences for residents and visitors should be prioritized.
7. Arts, culture, history and heritage need to be amplified and experiences developed.
8. Transportation, mobility and access need to be considered for visitors and residents, particularly with the upcoming Interstate Bridge construction.
9. More wayfinding, signage and destination information is needed.
10. There's an untapped local maker and producers market to be amplified and shared.
11. Residents need to understand the value of tourism.
12. Funding for destination development needs to be addressed.
13. Investment in attracting and hosting sporting events is needed.

# Exhibit A

## VISIONING SESSION

The insights and feedback gathered through these research activities were used in a visioning workshop with the Steering Committee to collaboratively imagine the future of Vancouver's visitor economy and to develop strategic priorities to be addressed as an outcome of this project.

## VALIDATION SESSION

As a result of the visioning workshop session, priorities identified by the Steering Committee were then analyzed, synthesized, and compiled into a list of Draft Recommendations that was presented to the Steering Committee and project team for feedback and validation of these priorities.

## FUNDING ANALYSIS

In 2022, Visit Vancouver WA received \$700K from the City of Vancouver's lodging tax collections to support the growth of tourism in the area. As part of this one-year pilot program, Visit Vancouver WA used a portion of these funds to embark on the destination master planning process, and acted as liaison to the LTAC Grant process. Additionally, Visit Vancouver WA receives benefit of a Tourism Promotion Area (TPA) fee assessed to all guests of area hotels with more than 40 total rooms. In 2022, the TPA generated \$1.2 million for Visit Vancouver WA.

To identify new funding opportunities for tourism development, Civitas Advisors conducted a comprehensive funding analysis of Vancouver's policies and opportunities to support recommendations of this plan.

According to Civitas Advisors, private funding amounts fluctuate and, in bad economic times, are likely to decrease significantly. Securing public funds can be a challenge when tax revenues are not dedicated to tourism marketing and development. Industry-led funding mechanisms, like Tourism Improvement Districts ("TIDs") and Tourism Promotion Areas ("TPAs"), are becoming more recognized as the future for destination marketing organizations as a secure and stable funding source.

TID's and TPA's create a mechanism for a partnership between destination management organizations, hotels, stakeholders, and the municipality to levy an assessment on room nights sold and collectively leverage funding for programs to increase additional demand for overnight visitation for the destination. TIDs and TPAs create a platform for the industry to establish an "industry-led" revenue stream that bolsters a collaborative environment to raise all boats within a community.

Based on the research, as a short term goal, Visit Vancouver WA should seek to increase the current \$2 per occupied room TPA assessment in conjunction with current state law. The implementation of a TID would be the ideal medium- to long-term goal to increase Visit Vancouver Washington's available funding. A TID is recommended to work toward establishing a secure, stable supplemental revenue stream for future organizational resilience.

Select research from the Funding Analysis by Civitas Advisors can be found in Addendum A.



# VISION

## IN THE YEAR 2033, VANCOUVER IS THE BEST PLACE TO LIVE AND VISIT IN THE PACIFIC NORTHWEST.



The Steering Committee and project team evaluated community priorities and tourism opportunities during the visioning session through the lens of an ideal future state for Vancouver. This group developed a shared vision for Vancouver as an aspiration for the year 2033.

It's often said that what is good for the resident is good for the visitor. During the engagement phase of this project, all stakeholders expressed the importance of preserving the quality of life that Vancouver residents currently enjoy. By taking an intentional approach to Vancouver's tourism growth and investing in enhancements that add value to the resident experience, Vancouver will continue to build its reputation as a desirable place to live and visit.

Strengthening the availability and quality of experiences in Vancouver will raise the city's profile as a competitive destination that stands out amongst its neighbors as a preferred location to host and attend events, invest in new business, and call this place home.

Improving connectivity and accessibility of the local transportation system will create ease for residents and change the way that visitors interact with the Vancouver landscape. Additionally, wayfinding signage and rideshare services will support both visitors and locals.

Investing support in our outdoor recreation market will play a key role in realizing our vision of becoming the preferred city in this region for locals and visitors. When visiting recreationalists and their families are in town, it increases revenue to our visitor services such as hotels, restaurants, and retail. By ensuring we have the infrastructure to further support and entertain this market, we will benefit businesses and create jobs.

Finally, engaging locals to support and champion the destination brand will create enthusiasm for welcoming visitors and sharing all that Vancouver has to offer.

This vision balances responsible visitor growth with our community's values and quality of life.



# STRATEGIC GOALS

The five strategic goals established through the Destination Master Planning process will provide a framework to guide tourism related decision-making and efforts to enhance Vancouver's visitor economy. These goals offer guidance on how to bring the project vision to life and establish Vancouver as a competitive visitor destination.

| # | STRATEGIC GOAL                                                                               |
|---|----------------------------------------------------------------------------------------------|
| 1 | DEVELOP VANCOUVER'S EXPERIENTIAL INFRASTRUCTURE.                                             |
| 2 | ENGAGE LOCALS.                                                                               |
| 3 | ENHANCE ACCESS, MOBILITY AND EASE OF MOVEMENT FOR PEOPLE OF ALL ABILITIES.                   |
| 4 | STRENGTHEN OUTDOOR RECREATION TOURISM OPPORTUNITIES TO CONNECT ALL PEOPLE WITH THE OUTDOORS. |
| 5 | ARTICULATE VANCOUVER'S DESTINATION IDENTITY & BRAND PROMISE.                                 |



# GOAL #1 – DEVELOP VANCOUVER'S EXPERIENTIAL INFRASTRUCTURE

## Exhibit A



Travelers today are increasingly seeking a unique, authentic travel experience. Memorable travel experiences create repeat visitors who share their recommendations with friends and family, therefore strengthening destination perception and building brand awareness.

To support positive visitor experiences, successful destinations provide a wide range of activities, attractions, and experiences to meet the needs of a variety of travelers with varying interests and backgrounds. A robust experiential infrastructure also includes services and experiences to support and entertain multiple visitor markets. Offering a variety of opportunities to experience Vancouver will benefit the long-term health and development of the region, including quality of life for residents, Vancouver's destination brand, jobs, talent attraction and retention, economic development, and the visitor economy.

### INITIATIVES:

- **1.1:** Collaborate with Interstate Bridge program to incorporate an experience in final design
  - Connect with Interstate Bridge Replacement program regarding opportunities for input regarding user experience design.
  - Identify potential specific experiences that may be proposed as an experience on the bridge.
- **1.2:** Develop more pedestrian/all-user friendly multicultural events & festivals in neighborhoods to encourage visitors and locals to explore all areas of Vancouver
  - Native American history, storytelling and cultural representation needs to be respectfully developed to appropriately represent the heritage of this land.
- **1.3:** Advocate for venues and facilities which appeal to visitors and also prioritize cultural and sustainability initiatives
  - Potential new development (i.e. multi-use sports facility, performing arts facility, children's museum, cultural arts center, etc.)
  - Existing venues and facilities (i.e. Vancouver Waterfront, Clark County Historical Museum, The Historic Trust, Vancouver National Historic Preserve, etc.)
- **1.4:** Partner with local authorities and social service agencies to support safety, security & accessibility measures
- **1.5:** Develop partnership with the City of Vancouver to encourage and support pilot experiences and events that drive visitation and incorporate sustainability initiatives, such as event recycling programs or tourism facilities that incorporate sustainable practices, such as solar power, recycling rainwater, "conservation volunteering," etc.
- **1.6:** Evaluate possible increases in funding mechanisms for Visit Vancouver WA, including but not limited to Tourism Promotion Area (TPA) funding assessment, a Tourism-Business Improvement District (TID-BID), and/or other public funds (i.e. City, County, Port, State) to ensure Visit Vancouver WA's ability to support and influence



## GOAL #2 – ENGAGE LOCALS

### Exhibit A



Engaging and supporting our residents, community leaders and elected officials is an important part of tourism planning. To achieve true sustainability, we must balance all aspects of the triple bottom line—people, place, and economy. Of equal importance to a destination’s economic growth and stewardship of place, its people must also be prioritized, acknowledged and consulted along the way to success. Community members want to have a say in the future of their home when it comes to tourism.

Tourism impacts everyone, and so it must be developed and managed in a way that is equitable and brings all voices to the table. As we look ahead toward enhancing the future of tourism in Vancouver, there must be an ongoing and proactive effort to prioritize meaningful engagement with locals representing all identities and backgrounds across Vancouver’s diverse resident population.

By listening to all Vancouver voices, will ensure a responsible path of tourism growth that is right for Vancouver, and therefore right for the visitor economy. Throughout the implementation of this plan, we will bring community members along in pursuit of becoming an equitable and inclusive destination that respects the needs of both locals and guests alike.

#### INITIATIVES:

- **2.1:** Ensure that all existing and new Visit Vancouver WA programming is inclusive and representative of all identities.
  - Conduct a diversity, equity, inclusion, and accessibility audit of existing tourism assets and attractions.
  - Develop and share an equity framework for visitor-facing businesses and tourism assets.
- **2.2:** Develop and execute a consistent, equitable engagement and communication strategy to create awareness and understanding of the value and contribution of tourism in Vancouver.
- **2.3:** Develop a program to engage frontline tourism and hospitality employees to increase their knowledge and first-hand experiences of Vancouver’s attractions and highlights.
- **2.4:** Expand local-focused programs like Dine the Couve that encourage locals to participate in the visitor economy.

# GOAL #3 – ENHANCE ACCESS, MOBILITY AND EASE OF MOVEMENT FOR PEOPLE OF ALL ABILITIES

Exhibit A



As a destination, we must connect our neighbors and visitors with access to reliable transportation options that support healthy, independent living and easeful navigation around Vancouver. How locals and visitors arrive and move around Vancouver needs to evolve to meet the needs of all users. A vibrant visitor economy must contain connections that are equally vibrant, creating a sense of continuity of the visitor experience throughout the entire region.

Expanding Vancouver's transportation infrastructure to incorporate the visitor perspective will help support and grow the visitor economy. Transportation safety, equity and regional connectivity are important components in the design of new transportation connections to support mobility throughout the region. Tourism and the visitor economy should also be considered in tandem with transportation developments such as the new Interstate Bridge, expanded public transit and infrastructure improvements that support alternative modes of transportation.

Residents and visitors also need to be well informed about the availability of existing public transit systems, and appropriate transportation and directional signage should be incorporated throughout Vancouver to support effective navigation for users of all abilities.

## INITIATIVES:

- **3.1:** Foster public-private partnerships with Ryd, REV Rides, CTRAN and others that align with City of Vancouver sustainability priorities to encourage visitors to use them to move around Vancouver and the local area
- **3.2:** Partner with the Port of Vancouver to evaluate future expansion of river cruises as a priority market with the appropriate infrastructure, room blocks and dining, shopping and cultural experiences for groups
  - Obtain metrics/data on current river cruise operations to understand volume, schedule, and visitor metrics.
  - Quantify the current economic impact of river cruises on this section of the Columbia River.
- **3.3:** Engage with Interstate Bridge program to ensure appropriate and accessible walkways, bike lanes and transit connections are added
- **3.4:** Collaborate with City of Vancouver to develop and/or update signage and maps to support visitors during upcoming construction projects (i.e. Main Street Promise, Interstate Bridge Replacement Program, etc.) which may be impactful to visitors and residents
  - Ensure that all new signage meets the needs of users of all abilities and transportation modes.



# GOAL #4 – STRENGTHEN OUTDOOR RECREATION TOURISM OPPORTUNITIES TO CONNECT ALL PEOPLE WITH THE OUTDOORS

## Exhibit A



Vancouver's proximity to the natural world as well as its breadth and quantity of outdoor experiences makes it an outstanding destination for outdoor recreation tourism. Outdoor recreation draws visitors and residents to the Vancouver area every year. Opportunities to hike, walk, bike, roll, fish, climb, camp and paddle in the region's beautiful landscapes makes Vancouver an attractive home base for outdoor enthusiasts and a top destination for visitors from all over the world.

To catalyze this strength and connect people to the great outdoors, a recreation infrastructure to support outdoor activities is needed. Outfitters, guides, transportation connectivity, accessibility for all users and information about outdoor opportunities will help connect locals and visitors to the great outdoors and enhance appreciation of natural beauty and outdoor life.

The outdoors is a place for all users, and outdoor recreation means something different to everyone. To strengthen Vancouver's outdoor culture, we must take intentional steps to become a welcoming place that encourages and supports all users for a variety of activities. By understanding what recreation looks like for all users and how to connect everyone to the outdoors, Vancouver will be well positioned as an inclusive, leading destination in the outdoor recreation tourism space.

### INITIATIVES:

- **4.1:** Develop regional collaboration opportunities with regional tourism organizations like Travel Portland or the Columbia Gorge Tourism Alliance to create awareness and foster educational and fully accessible experiential opportunities for visitors & locals
  - Build relationships within the outdoor recreation industry to better understand Vancouver's outdoor recreation economy (including outdoor recreation visitor profiles and target market, gaps in services, high visitation "hotspots" in the area, recreation assets that should be developed or highlighted, potential partnerships, and opportunities for broader storytelling collaborations).



# GOAL #4 – STRENGTHEN OUTDOOR RECREATION TOURISM OPPORTUNITIES TO CONNECT ALL PEOPLE WITH THE OUTDOORS (CONTINUED)

Exhibit A



- **4.2:** Further develop sustainable trail experiences and urban parks
  - Connect with the City of Vancouver and Clark County Parks & Recreation departments to explore options for trail and park enhancements.
- **4.3:** Foster small business opportunities for outfitters and tour guides to enhance Vancouver's outdoor recreation product offerings
  - Quantify the economic impact of outdoor recreation to Vancouver's economy.
  - Conduct an asset inventory of existing outdoor recreation enabling businesses, determine service gaps, and identify needs to support Vancouver's outdoor recreation economy.
  - Support new business development in this category to meet the needs of outdoor recreation enthusiasts of all abilities.
- **4.4:** Increase awareness of outdoor recreation tourism, stewardship, and volun-tourism opportunities (including those at the Fort Vancouver National Historic Site, Clark County Historical Museum, and Vancouver Farmers Market) in messaging, through awareness campaigns and itinerary development.
  - Identify opportunities for broader storytelling collaborations of Vancouver's outdoor recreation assets and opportunities.
- **4.5:** Develop outdoor recreation itineraries based on ability, accessibility, time commitment, etc. to show visitors what's possible in Vancouver's outdoors.
- **4.6:** Connect with organizations that specialize in outdoor equity, accessibility, and inclusivity to better understand how to foster an equitable outdoor recreation landscape in Vancouver (TravelAbility, Outdoors for All, Diversify Outdoors, Latino Outdoors, etc.)

# GOAL #5 – ARTICULATE VANCOUVER'S DESTINATION IDENTITY AND BRAND PROMISE

Exhibit A



Destination brand is an important factor for travelers choosing where they'd like to invest their time and money to create new memories. Visitors only know what they are told or shown about a destination, so a high-quality brand and in-market experience plays a critical role in visitor satisfaction. Increasingly, the reputation, quality of place and the perceived brand of a city is determining where businesses choose to invest, in turn driving an increase in talent, capital, and tourism to destinations of choice.

Effective place brands garner the attention of visitors and businesses by bringing diverse stakeholders together to create brand alignment that is truly representative of their unique community. Not only does this alignment generate external awareness, it also bolsters community pride and sense of place. A meaningful and authentic place brand will resonate with locals and be a source of pride for Vancouver residents.

Communication of a destination's brand is essential to spread awareness and drive attraction that results in visitation. Content creation across multiple platforms drives the destination brand and experience, which drives interest, enhances visitor experience, and creates repeat visitation. Defining a clear identity and delivering a memorable brand experience will build visitor loyalty and drive repeat visitation to Vancouver.

## INITIATIVES:

- **5.1:** Convene a meaningful and representative group of Vancouver residents and stakeholders from diverse populations to discuss Vancouver's destination identity
- **5.2:** Develop a clear identity statement and inclusive brand promise for the destination
  - Identify and articulate characteristics that define Vancouver's sense of place.
- **5.3:** Collaborate with economic development partners on this work
- **5.4:** Engage locals in the conversation about Vancouver's destination identity and brand promise
- **5.5:** Develop strong communication and marketing strategies to support this work
  - Identify where there is opportunity to implement design elements that support community identity and sense of place.
- **5.6:** Consistently engage and support all groups in living the brand promise
  - Develop a toolkit for partners to effectively incorporate Vancouver's brand identity into their own brands and marketing.



# NEXT STEPS

From the outset of the destination master planning process, the community was engaged and excited to support the implementation of the strategic recommendations.

Visit Vancouver WA doesn't own the assets and experiences related to the visitor economy, and therefore, they cannot single-handedly move this Destination Master Plan forward. Their roles in the implementation of the Plan will take several forms including:

## ADVOCATE

There will be instances where Visit Vancouver WA will advocate for the advancement of strategic initiatives that will advance Vancouver for the benefit of visitors and residents.

## CONVENER

Visit Vancouver WA may be the conveners of groups and those in positions to advance initiatives.

## LEADER

There will be instances where Visit Vancouver WA takes the lead as the organization to advance initiatives.

## SUPPORTER

Finally, Visit Vancouver WA will be the supporting or partnering organization on initiatives with other leading organizations.

Several initiatives within the plan will be incorporated into the subsequent Implementation Plan and into Visit Vancouver WA's annual business plans to ensure implementation is given an appropriate level of organizational focus, support and resources. It is recommended that Visit Vancouver WA assign a dedicated lead to champion the implementation of the Destination Master Plan and the subsequent Implementation Plan, and that an appropriate annual budget is allocated to this effort.

Members of the Steering Committee have agreed to continue to be involved with the Destination Master Plan to support its implementation. Subcommittees and working groups will be tasked with guiding implementation, collaborating to execute on initiatives and report on progress and other performance measures.

With a collaborative, focused and original approach to the implementation of this Destination Master Plan, it will result in the growth of the visitor economy and its widespread benefits for Vancouver and the entire region.

The visitor economy in Vancouver has unlimited potential and we're excited to welcome more visitors to our great city!



# Visit Vancouver WA

Destination Master Plan  
August 8, 2023

**Teresa Brum**

Deputy Director, Ec Dev

**Cliff Myers**

President/CEO

Visit Vancouver WA





# Agenda

- Overview
- Project Overview
- Key Goals
- Vancouver Initiatives
- Action Requested

2







# Project Objectives

- Facilitate an inclusive process that engages existing and non-traditional stakeholders
- Provide an aligned road map that will respond to the needs of residents, visitors and stakeholders
- Generate ideas to improve the visitor experience, target new audiences and set a course for sustainable, responsible growth
- Analyze new funding opportunities
- Develop an implementation plan to guide the success of the Master Plan

3





# Engagement Overview

- 16-member Steering Committee
- 14 in-depth interviews
- 7 focus groups with over 35 stakeholders
- 607 resident survey completions
- 123 DestinationNEXT assessment completions





# Why Tourism matters to Vancouver

In 2022, tourism in Clark County fueled more than:

- \$674 million in total direct visitor spending
- 7,300 tourism related jobs
- \$95 million in state & local tax receipts

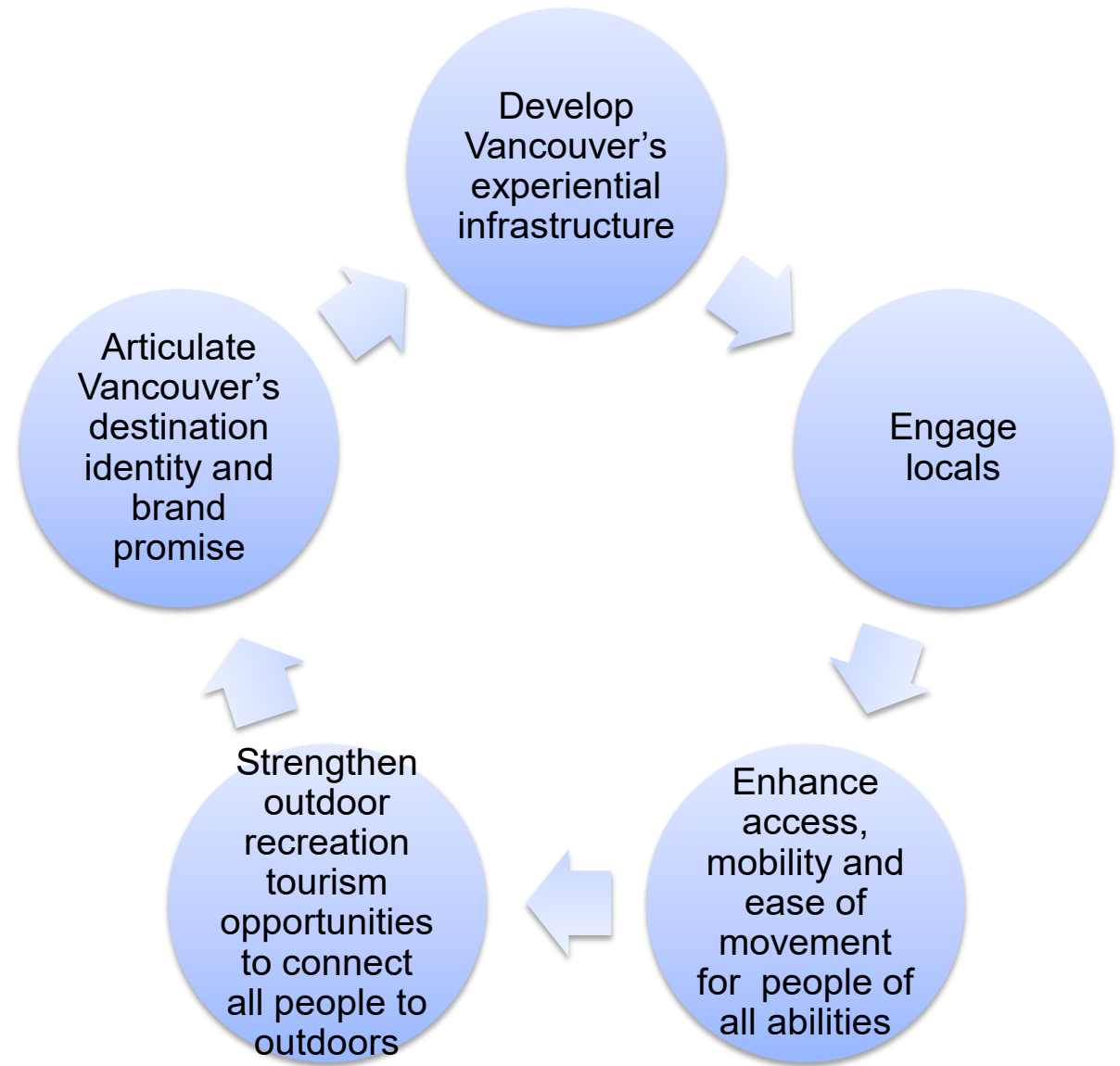


A photograph of a modern urban sidewalk. In the foreground, a woman in a black tank top and white shorts is walking a black dog on a leash. Next to her is a young girl in a pink shirt. Further down the sidewalk, other people are walking, including a woman with a small dog and two children. The sidewalk is bordered by a low stone wall and lush greenery, including bushes and trees. In the background, a modern building with large windows is visible. To the right of the sidewalk is a road with traffic lights and cars.

# Vancouver Vision Statement

To be the best place  
to live and visit in the  
Pacific Northwest.

# Key Goals



# Goal 1: Develop Vancouver's Experiential Infrastructure

- Encourage a user experience of some type on new I-5 bridge
- Develop multicultural events and festivals
- Advocate for visitor-facing venues and facilities
- Safety, security and accessibility measures
- Develop partnerships to encourage sustainable visitor facing events
- Increase Tourism Promotion Area (TPA)



# Goal 2: Engage Locals

- Inclusive/representative content
- Communication strategies for value and contribution of tourism
- Empower front line hospitality employees to increase their knowledge of the visitor economy
- Expand local-focused programs like Dine the 'Couve

# Goal 3: Enhance Access, Mobility and Ease of Movement for People of all Abilities

- Public/private partnerships for transportation (RYD, CTran, RevRides, etc.) to help visitors move around
- Evaluate river cruises
- Engage with Interstate Bridge Replacement to ensure accessibility and motility (walkways, bike lanes, etc.)
- Wayfinding strategies during and after construction projects

# Goal 4: Strengthen Outdoor Recreation Tourism Opportunities to Connect all People with the Outdoors

- Regional collaboration with Travel Portland, Columbia Gorge Tourism Alliance, etc.
- Develop sustainable trail experiences and urban parks
- Foster small business opportunities for outfitters and tour guides
- Increase awareness of local outdoor recreation opportunities
- Develop outdoor recreation itineraries to show visitors what's possible in Vancouver's outdoors
- Foster equitable outdoor recreation landscape

# Goal 5: Articulate Vancouver's Destination Identity and Brand Promise

- Convene Vancouver stakeholders and residents to discuss Vancouver's destination identity
- Identify and articulate characteristics that define Vancouver's sense of place; develop clear identity statement and inclusive brand promise
- Collaborate with economic development partners on this work
- Engage locals in the conversation about Vancouver's destination identity and brand promise
- Develop strong communication and marketing strategies to support this work
- Engage and support all groups in living the brand promise







# Implementation Strategy



# Next Steps

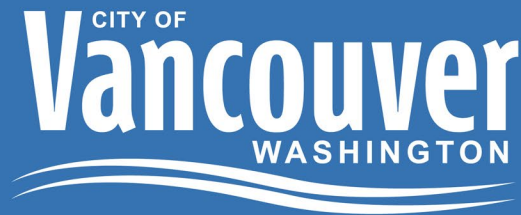


August 7, 2023  
Consent Agenda  
Review:

Approve  
implementation of the  
Visit Vancouver  
Destination Master  
Plan consistent with  
the terms of the 2023  
Lodging Tax Grant to  
Visit Vancouver

# Thank You

To learn more, visit <https://www.visitvancouverwa.com/dmp>



**DATE:** May 12, 2023

**TO:** Mayor and City Council

**CC:** Lon Pluckhahn, Interim Public Works Director  
Patrick Quinton, Economic Prosperity & Housing Director  
Teresa Brum, Deputy Economic Development Director

**FROM:** Eric Holmes, City Manager

**RE:** Vancouver Destination Master Plan

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## Introduction

Visit Vancouver, utilizing funding from the Lodging Tax Grant program, has prepared a Destination Master Plan to guide its tourism promotion activities for the next ten years.

## Background

Vancouver has matured as a visitor destination, attracting travelers from all walks of life to our corner of the Pacific Northwest as well as seeing increased local participation in events and cultural programs. Increased visitation brings a new set of challenges and opportunities for our community, and it is important for Visit Vancouver to examine their visitation strategy and determine an appropriate path forward that considers the needs of all Vancouver residents. As stated in the plan, Visit Vancouver's intention with this plan is to "guide and advocate for responsible tourism growth that balances quality of life and economic prosperity with stewardship of our natural resources and cultural values...and it is our hope that this plan will catalyze Vancouver's tourism potential and set a responsible course for action that honors the place we call home while strengthening our position as a visitor destination."

## Community Engagement

The Destination Master Plan was developed over several months from mid-2022 to mid-2023 under the oversight of a broad-based community Steering Committee.

The 12-month process included a robust, inclusive stakeholder engagement effort to engage stakeholders who live and/or work in Vancouver and represent a diverse range of perspectives and identities. The project team conducted a range of virtual and in-



person stakeholder engagement activities throughout summer and fall 2022 to seek feedback and validation from residents, visitors, and partners.

### **Strategic Goals of the Plan**

The community engagement process resulted in five strategic goals for the plan:

|                                                                                                     |
|-----------------------------------------------------------------------------------------------------|
| Goal 1 Develop Vancouver's experiential infrastructure.                                             |
| Goal 2 Engage locals.                                                                               |
| Goal 3 Enhance access, mobility and ease of movement for people of all abilities.                   |
| Goal 4 Strengthen outdoor recreation tourism opportunities to connect all people with the outdoors. |
| Goal 5 Articulate Vancouver's destination identity & brand promise                                  |

To guide implementation, initiatives were assigned to each of the goals and local organizations took ownership of each of the initiatives, as reflected in the implementation matrix. Visit Vancouver intends to report out on the progress of the implementation plan on an annual basis.

### **Action being requested and/or timeline/next steps**

Approve a resolution approving implementation of the Visit Vancouver Destination Master Plan consistent with the terms of the 2023 Lodging Tax Grant to Visit Vancouver.

### **Staff contact info**

Teresa Brum [teresa.brum@cityofvancouver.us](mailto:teresa.brum@cityofvancouver.us)

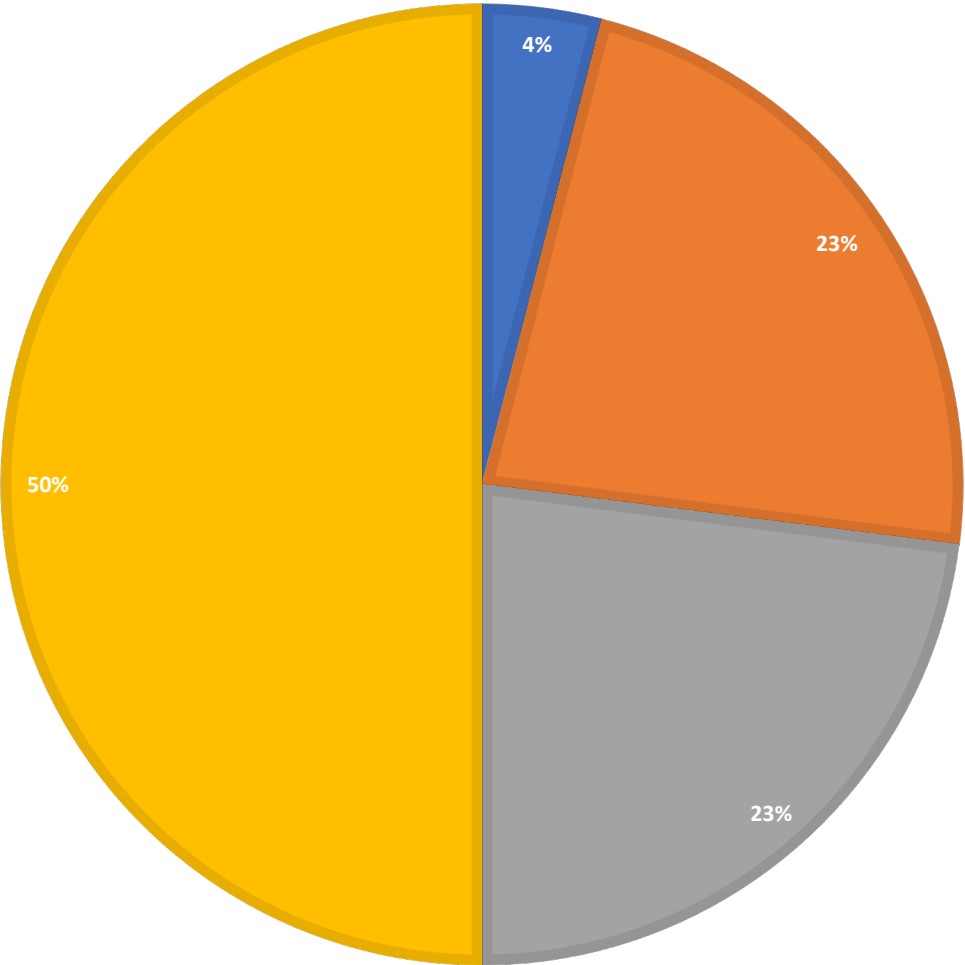
### **Attachment(s):**

Destination Master Plan <https://www.visitvancouverwa.com/dmp/>

Implementation Matrix for DMP <https://www.visitvancouverwa.com/dmp/>

2023 LODGING TAX REVENUE \$3M

■ Lodging Tax Grants: \$125K   ■ Visit Vancouver: \$700K   ■ Backing for bonds: \$675K   ■ Lodging Tax funded portion of the debt for the Convention Center: \$1.5M





**Staff Report: 151-23**

**TO:** Mayor and City Council

**FROM:** Eric Holmes, City Manager

**DATE:** 8/7/2023

**SUBJECT** Adoption of updates to Procurement Ordinance, Vancouver Municipal Code 3.05

**Key Points**

- Update codes to increase procurement flexibility and efficiency;
- Create enabling legislation to align with practices;
- Change the thresholds to create efficiencies and to be consistent with federal requirements and agencies of similar size.

**Present Situation**

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.

**Advantage(s)**

1. Increase procurement flexibility and efficiency while maintaining accountability
2. Align procurement Ordinance with practices
3. Reduce ambiguity and enhance procurement experience

**Disadvantage(s)**

None

**Budget Impact**

None

**Prior Council Review**

Council reviewed the proposed changes to the ordinance during a workshop on May 15, 2023.

**Action Requested**

On Monday, August 7, 2023, approve the updated version of the City Procurement Ordinance, Vancouver Municipal Code (VMC) Chapter 3.05, on first reading, setting date of second reading and public hearing for Monday, August 14, 2023.

*Anna Vogel, Procurement Manager, 360-487-8429*

**ATTACHMENTS:**

- Ordinance



08/07/23 (Date of First Reading)  
08/14/23 (Date of Public Hearing)

ORDINANCE NO. M- [Ordinance Number]

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.

WHEREAS, in 1994 the City adopted VMC 3.05 to establish comprehensive policies for the procurement of materials, supplies, equipment and services and the procurement of contracts for public works and capital improvements;

WHEREAS, the City has periodically amended VMC 3.05 to reflect changes in City policy, best practices, and state law;

WHEREAS, the City now desires to amend certain sections VMC 3.05 to simplify and clarify language, and reflect recent changes in state law and procurement best practices.

WHEREAS, the City Council adopts and incorporates by reference Staff Report SR-\_\_\_\_\_ and finds that it is in the public interest to update and amend the City's procurement standards and requirements;

WHEREAS, with proper notice to the public, the Vancouver City Council conducted a first reading of the proposed ordinance on \_\_\_\_\_ and a public hearing concerning the ordinance and proposed code changes on \_\_\_\_\_/

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

**Section 1. Findings.** The City Council hereby adopts and incorporates by reference the above recitals as findings in support of this Ordinance.

**Section 2. New Section.** A new section is added to the Vancouver Municipal Code to read:

**3.05.015 - Federal Funding and Grants.**

When procuring property or services under a Federal award, the City will comply with the requirements of the Code of Federal Regulations (CFR), 2 CFR §200.318 through §200.326 Contract provision. Purchases made or work performed with Federal grant funds must follow the standards identified in the Federal Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (OMB Title 2, Subtitle A, Chapter 11, Part 200.)

**Section 3. Amendment.** Vancouver Municipal Code Section 3.05.020 entitled “Responsibility for procurement” as codified by Ordinance M-3129 § 2 and last amended by Ordinance M-4173 § 2 is hereby amended as follows:

**3.05.020 – Responsibility for Procurement.**

The Director of Financial and Management Services shall be responsible for all City government purchasing and public works construction contract procurements. The Director may appoint a designate or designates who shall, subject to the exceptions stated in this chapter, make all purchases of materials, supplies and equipment, and contractual services for all departments, offices, boards and other agencies of the City government.

The Director is authorized to promulgate written rules and regulations as necessary for the administration of this chapter. Such rules and regulations also shall provide for a system of procurement for purchases and contracts of an amount below the competitive bid limits. Such system shall include, but not be limited to, formal and informal quotes, requests for proposal, local purchase orders, purchases from published price lists, ~~petty cash~~ and other appropriate provisions of a similar nature.

For purposes of this chapter, the terms "Director" and "Director of Financial and Management Services" shall be interchangeable. All references to the plural of "designate" herein shall also mean the singular and to the singular shall also mean the plural unless the context otherwise requires.

**Section 4. Amendment.** Vancouver Municipal Code Section 3.05.030 entitled “Emergency procurement--Authorization” as codified by Ordinance M-3960 § 2 and last amended by Ordinance M-3129 § 2 is hereby amended as follows:

**3.05.030 Emergency procurement Authorization.**

The Director or designate is authorized to make all emergency procurements, except those for public works which are governed by VMC 3.05.240, upon a written finding by the Director or designate of the existence of an emergency. Procurements under this section are exempt from competitive procurement requirements. Such emergencies may include, but are not limited to unforeseen circumstances beyond the control of the City:

1. Which present a real, immediate threat to the proper performance of essential functions ~~is interrupted or is about to be interrupted~~; or
2. Which will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

**Section 5. Amendment.** Vancouver Municipal Code Section 3.05.040 entitled “Special market conditions” as codified by Ordinance Ord. M-3129 § 2 and last amended by Ordinance M-4173 is hereby amended as follows:

**3.05.040 Special market conditions.**

The Director or designate is authorized to make purchases which are subject to special market conditions as set forth below by negotiation without competitive bid; provided that the purchases are subject to City Council approval under Section 3.05.100, 3.05.210 or 3.05.240, prior to the making of such purchase, which approval may be continuing as to the special market condition. Special market conditions include the following examples set forth below:

1. When a purchase or service is clearly limited to a sole source or supply;



2. When an item required is of special design, shape or manufacture to match or fit in with an existing installation or standardization plan and competitive bidding is found to be impracticable;
3. When it is possible to procure what the Director or designate finds to be an obvious bargain in surplus or used material, supplies or equipment;
4. Insurance and bonds;
5. ~~Banking Services;~~
6. Securities and investment purchases;
7. ~~Subscriptions, including but not limited to, periodicals and databases;~~
8. ~~Works of art, copyrighted materials, books, and other publications;~~
9. ~~Memberships in professional organizations;~~
10. ~~Software, including but not limited to, software~~ Software licenses and maintenance fees, ~~unless otherwise subject to RCW 39.04.270;~~
11. ~~Advertisements;~~
12. ~~Off-site training and classes; and~~
13. ~~When a purchase of supplies, materials or equipment or for services, other than professional services, is for use in a pilot or an experimental project.~~

**Section 6. Amendment.** Vancouver Municipal Code Section 3.05.045 entitled “Auction purchases” as codified by Ordinance M-3960 is hereby amended as follows:

**3.05.045 Auction purchases.**

The Director or designate may, in accordance with RCW 39.30.045 ~~and this ordinance~~, purchase any supplies, materials or equipment at auctions conducted by the government of the United States or any agency thereof, any agency of the State of Washington, any municipality or other governmental agency, or any private party without being subject to public bidding requirements if the items can be obtained at a competitive price.

**Section 7. Amendment.** Vancouver Municipal Code Section 3.05.050 entitled “Unauthorized purchases” as codified by Ordinance M-3129 § 2 and last amended by Ordinance M-4173 is hereby amended as follows:

**3.05.050 Unauthorized purchases.**

Except as provided in this chapter, or as provided in rules and regulations promulgated pursuant to Section 3.05.030 ~~020~~, no City employee shall lease, purchase or contract on behalf of the City ~~for any supplies, material, equipment or professional service~~ or make any contract within the purview of this chapter other than through the Procurement Services ~~Division~~ and its staff. Any lease, purchase or contract made contrary to the provisions hereof shall not be approved by any City officer and the City shall not be bound thereby, except insofar as may be required or provided by law.

**Section 8. Amendment.** Vancouver Municipal Code Section 3.05.055 entitled “Contract Amendments” as codified by Ordinance M-4173 is hereby amended as follows:

**3.05.055 Contract Amendments.**

A. Contract amendments that do not change the total value of the contract may be approved in accordance with rules and regulations adopted under Section 3.05.020.

B. Contracts not requiring approval by the City Council may be amended to increase the contract amount up to a total value which would require City Council approval in accordance with rules and regulations adopted under Section 3.05.020.

C. Contracts requiring approval by the City Council may be amended by the City Manager or designee to increase the contract amount up to ten percent of the initial value of the contract. Any increases above ten percent of the initial value of the contract shall require City Council approval.

D. This section does not apply to contracts for public works projects. Amendments to contracts for public works projects shall be in the form of a change order approved in accordance with rules and regulations adopted by the City Manager.

**Section 9. Amendment.** Vancouver Municipal Code Section 3.05.060 entitled “Formal contract approval and signing requirements” as codified by Ordinance M-3129 and last amended by Ordinance M-4173 is hereby amended as follows:

**3.05.060 Formal contract approval and signing requirements.**

All contracts for the purchase of supplies, materials, services, and the lease or lease/purchase of equipment, or public works required by this chapter shall be approved as to legal form by the City Attorney or ~~his or her~~ their designate. Such contracts shall be executed on behalf of the City by

the Mayor, City Manager, Director or designate as appropriate and in accordance with this chapter and with rules and regulations adopted under Section 3.05.020.

**Section 10. Amendment.** Vancouver Municipal Code Section 3.05.090 entitled “Interlocal or intergovernmental cooperative purchasing” as codified by Ordinance M-3129 § 2 is hereby amended as follows:

**3.05.090 Interlocal or intergovernmental cooperative purchasing.**

- a. The Director or designate is authorized to enter into interlocal governmental cooperative purchasing ~~arrangements~~ agreements with other public agencies similarly authorized when the best interests of the City of Vancouver would be served thereby. Any cooperative purchasing agreement shall set forth the purposes, powers, rights, objectives and responsibilities of the contracting parties and shall be governed by the requirements of Washington state law in regard to competitive bidding, when applicable.
- b. The Director or designate is further authorized to make purchases of supplies, materials or equipment:
  1. Under a contract entered into by another state or local governmental agency subject to compliance with RCW 39.34.030; and
  2. Through or from the federal government under the authority of RCW 39.32.070 through RCW 39.32.090.

- c. The Director or designate is further authorized to make purchases of supplies and services available to local governments through the federal General Services Administration ("GSA") pursuant to 40 U.S.C. 502.
- d. Such purchases as described in subsections (a) through (c) of this section are authorized as an exception to the competitive bidding requirements of the City Charter.
- e. Where the value of the purchases as described in subsections (a) through (c) of this section is in excess of three hundred thousand dollars, the City Manager shall present the proposed purchase contract, along with the recommendations of the department or departments concerned, to the City Council for its authorization to enter into such purchase.

**Section 11. Amendment.** Vancouver Municipal Code Section 3.05.095 entitled “Debarment – Suspension.” as codified by Ordinance M-3960 and last amended by Ordinance M-4173 is hereby amended as follows:

**3.05.095 Debarment - Suspension.**

- A. Pursuant to the City Charter and this chapter, the ~~e~~City attempts only to solicit offers from, award contracts to, and consent to subcontracts with responsible contractors. In the event that an illegal, improper, or unethical practice has occurred, debarment and suspension are discretionary actions that are appropriate means to effectuate the City’s goal.
- B. Vendors, contractors, subcontractors, or principals (contractor) of a business that have been debarred or suspended by the City are excluded from entering contracts with the City, and the City shall not solicit offers from, award contracts to, or consent to subcontracts with



debarred or suspended contractors and the principals involved; provided, however, the Director or designate, as applicable, may waive this requirement if it is determined, in consultation with the City Attorney, that there is a compelling reason for such action, and the City Manager is informed of such action.

C. Causes for debarment or suspension. A vendor, contractor, subcontractor, or principal of a business (collectively “contractor”) may be debarred or suspended for any of the following reasons:

1. The commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public contract or subcontract;
2. The commission of embezzlement, theft, forgery, bribery, falsification of records, perjury, or receiving stolen property;
3. The commission of a serious offense that indicates a lack of business integrity or business honesty that may seriously affect the present responsibility of a contractor; or
4. The violation of the terms of any public contract or subcontract so as to result in serious and direct consequences for the public entity letting the contract, including, but not limited to, a history of a failure to perform or unsatisfactory performance of, one or more contracts.

D. Investigation and notice of intent to debar or suspend. The Director or designate, may initiate an investigation and, if warranted, and after consultation with the City Attorney and

notice to the City Manager, provide notice to a contractor of the City's intent to debar or suspend said person and/or entity from bidding on and contracting with the City for a specified period. The notice may specify corrective actions or conditions for lifting the suspension or debarment. The notice shall provide that the debarment or suspension becomes effective within ten (10) business days unless the person or entity appeals said action to a hearing examiner appointed pursuant to Chapter 2.51 VMC. The Director or designate is authorized and directed to promulgate rules consistent with this section for the purpose of carrying out the provisions of Chapter 3.05 VMC.

- E. Filing an appeal. An appeal from a notice to debar or suspend shall be in writing, signed by the person appealing, and shall be filed with the Director or designate no more than ten (10) business days from the date the notice to debar or suspend is served personally on the contractor or after the City deposits the notice in the U.S. mail addressed to the contractor. The written appeal shall state the name and address of the contractor and shall list grounds for the appeal, including any alleged error of fact or law in the notice of intent to debar or suspend. Failure to appeal constitutes a waiver of all right to an administrative hearing and determination of the debarment or suspension.
- F. Hearing procedures. The pre-hearing procedures of VMC 22.03.030 shall apply to debarment and suspension proceedings except those of VMC 22.03.030(A)(2)(3) specific to nuisance vehicles. The hearing procedures of VMC 22.03.040 shall govern hearings regarding debarment and suspension except those of VMC 22.03.040(B) pertaining to nuisance vehicles and those of VMC 22.03.040(C) pertaining to burden of proof.

- G. Burden of proof. The City has the burden of proof in appeal hearings. The city must prove by a preponderance of credible evidence that the contractor has committed any act(s) set forth in subsection C of this section.
- H. Period of debarment or suspension. Debarment shall be for a period commensurate with the gravity of the causes therefore, provided that in no instance shall debarment extend for a period longer than five years unless the contractor has failed to satisfy any condition of debarment or implement any required corrective action. Suspension shall be for a temporary period commensurate with the gravity of the causes therefore, provided that in no instance shall a suspension extend for a period longer than twelve (12) months unless the contractor has failed to satisfy any condition of suspension or implement any required corrective action.
- I. Court review. Court review of the decisions of the Hearing Examiner shall be sought within thirty (30) days by appropriate legal action filed in the Clark County Superior Court.

**Section 12. Amendment.** Vancouver Municipal Code Section 3.05.100 entitled “Competitive process – purchase of supplies, materials or equipment” as codified by Ordinance M-3129 and last amended by Ordinance M-4173 is hereby amended as follows:

**3.05.100 Competitive process—Purchase of supplies, materials or equipment. ~~or services,~~  
~~other than professional services—When required.~~**

The City may use competitive sealed bidding or competitive sealed proposals for any purchase of supplies, materials or equipment, including lease or lease/purchase of equipment, ~~or of services~~  
~~other than professional services.~~

Any purchase of supplies, materials or equipment, including lease or lease/purchase of equipment, ~~or of services other than professional services,~~ where the cost thereof exceeds three hundred thousand dollars must be approved by the City Council and may use either a competitive sealed bidding or a competitive sealed proposal process.

Purchases of supplies, materials or equipment, including lease or lease/purchase of equipment, ~~or of services other than professional services,~~ where the cost thereof is three hundred thousand dollars or less but more than ~~thirty-five~~ fifty thousand dollars, may be approved by the Director or designate, and may use either a competitive sealed quotation or a competitive sealed proposal process.

Purchases or supplies, materials or equipment, including lease or lease/purchase of equipment, ~~or of services other than professional services,~~ where the cost thereof is ~~thirty-five~~ fifty thousand dollars or less but more than ~~five-ten~~ ten thousand dollars, may be approved by the Director or designate, and must be made by obtaining at least three documented quotes in accordance with rules and regulations adopted under Section [3.05.020](#).

Purchases of supplies, material or equipment, including lease or lease/purchase of equipment ~~or of services other than professional services~~, where the cost thereof is ~~five~~ ten thousand dollars or less, may be approved by the Director or designate, and need not involve competitive solicitation.

**Section 13. Amendment.** Vancouver Municipal Code Section 3.05.110 entitled “Notice to potential bidders or proposers” as codified by Ordinance M-3129 and last amended by Ordinance M-4018 is hereby amended as follows:

**3.05.110 Notice to potential bidders or proposers.**

Notice of call for bids or solicitations for proposals for supplies, materials or equipment ~~or services other than professional services~~ shall be advertised for contracts expected to exceed three hundred thousand dollars. The deadline for receiving bids or solicitations for proposals shall be stated in the call for bids or solicitations for proposals. The Director or designate shall determine the manner and means for advertising that in ~~his or her~~ their judgment will attract qualified bids or proposals, including but not limited to posting on websites, publication in newspapers or journals, or other means.

**Section 13. Amendment.** Vancouver Municipal Code Section 3.05.150 entitled “Award or rejection of bids or proposals.” as codified by Ordinance M-3129 and last amended by Ordinance M-4018 is hereby amended as follows:

**3.05.150 Award or rejection of bids or proposals.**



For contracts exceeding three hundred thousand dollars, the City Manager shall present the bids received or the apparent successful proposal to the City Council at a regular meeting. In the case of a sealed competitive bid, the council shall award the bid to the lowest responsive and responsible bidder. In the case of a competitive sealed proposal, the City Council shall award to the highest scored, responsive and responsible proposer. The City Council may reject any and all bids or proposals when it finds that the public interest will be served thereby. If City Council finds reason to reject any or all bids or proposals, appropriate findings shall be made and these shall be set forth in the City Council minutes.

**Section 14. Amendment.** Vancouver Municipal Code Section 3.05.160 entitled “Award to other than low bidder.” as codified by Ordinance M-3129 and last amended by Ordinance M-4018 is hereby amended as follows:

**3.05.160 Award to other than low bidder.**

For contracts exceeding three hundred thousand dollars, when the bids is awarded to a bidder other than the lowest bidder in price, findings shall be made which shall be stated as the City Council's findings and be set forth in the City Council's minutes. This section does not affect the use of other solicitation methods where price is not the only consideration.

**Section 15. Amendment.** Vancouver Municipal Code Section 3.05.200 entitled “Professional Services -- Defined” as codified by Ordinance M-3129 and last amended by Ordinance M-4173 is hereby amended as follows:

**3.05.200 Professional Services – Defined.**

The phrase "~~professional~~ services" means services which provide professional or technical expertise provided by a consultant to accomplish a specific study, project, task, or other scope of work, and excludes the following services: the engagement of Special Assistant City Attorneys or attorneys to represent or advise the City in a given situation, investigative services, and/or expert witnesses, which shall be by rules adopted by the City Attorney and approved by the City Manager.

~~1. Purchased services are provided by a vendor to accomplish routine, continuing and necessary functions, including but not limited to: equipment maintenance and repair, operation of a physical plant, security, computer analysis and programming, banking services, solid waste collection or recycling services. Such services are subject to the requirements of Section [3.05.100](#).~~

~~1. Retaining Special Assistant City Attorneys or attorneys to represent or advise the City in a given situation, investigative services, and/or expert witnesses shall be by rules adopted by the City Attorney and approved by the City Manager.~~

**Section 16. Amendment.** Vancouver Municipal Code Section 3.05.210 entitled "Competitive Solicitation and Approval of Professional Services Contracts" as codified by Ordinance M-3129 and last amended by Ordinance M-4173 is hereby amended as follows:

**3.05.210 Competitive Solicitation and Approval of Professional Service Contracts.**

All contracts for ~~professional~~ services, where the cost thereof exceeds three hundred thousand dollars must be approved by the City Council and shall be made by competitive sealed proposal process. ~~Advertisement of the competitive solicitation is optional, but recommended.~~

All contracts for ~~professional~~ services, where the cost thereof is three hundred thousand dollars or less but more than ~~one hundred~~ fifty thousand dollars, may be approved by the Director or designate, and shall be made by competitive sealed proposal process. ~~Advertisement of the competitive solicitation is optional, but recommended.~~

~~All contracts for professional services where the cost thereof is one hundred thousand dollars or less but more than thirty-five thousand dollars, may be approved by the Director or designate, and shall be made using an expedited informal competitive proposal process in accordance with rules and regulations adopted under Section [3.05.020](#).~~

All contracts for ~~professional~~ services where the cost thereof is ~~thirty-five~~ fifty thousand dollars or less, may be approved by the Director or designate, and need not involve competitive solicitation.

The selection processes described herein shall be followed for the procurement of ~~professional~~ services with the following exceptions:

1. Emergency contracts;
2. Sole source contracts;
3. Services of licensed architects, engineers or landscape architects;

4. Other specific contracts exempted by the Director or designate when it has been determined that a competitive solicitation process, quote or informal quote process outlined herein is not appropriate or cost-effective.

**Section 17. Amendment.** Vancouver Municipal Code Section 3.05.225 entitled “Solicitation of licensed architects, engineers or landscape architects – Process.” as codified by Ordinance M-3129 is hereby amended as follows:

**3.05.225 Contracts for Architectural and Engineering Services ~~solicitation of licensed architects, engineers or landscape architects — Process.~~**

Contracts for professional architectural or engineering services ~~required to be performed by licensed architects, engineers or landscape architects,~~ shall follow the procedural requirements of RCW Chapter [39.80](#).

**Section 18. Amendment.** Vancouver Municipal Code Section 3.05.240 entitled “When bids required for public works and improvements.” as codified by Ordinance M-3129 and last amended by Ordinance M-4173 is hereby amended as follows:

**3.05.240 When bids required for public works and improvements.**

a. Except when otherwise authorized herein or by Section [3.05.030](#), Section [2.12.080](#) or RCW Chapters [39.04](#) and [39.28](#) relating to emergency public works or other applicable general state law as now enacted, or as hereafter amended, all public works and improvements shall be done by contract. Such contracts shall be awarded pursuant to public notice and call for competitive bids. Provided, that small works and limited public works may be done pursuant to

Section [3.05.330](#); and provided further that the City may have public works performed by City employees during any biennial budget period which are cumulatively equal to a dollar value which does not exceed ten percent of the total public works construction budget of all City departments, including any amount in a supplemental public works construction budget and any amount of public works that the City has a county perform under RCW [35.77.020](#), for that biennial budget period. In addition to the biennial percentage limitation, City employees will not perform such public work whenever the estimated cost of such public work or improvement, including the cost of labor, materials and supplies, equipment and applicable Washington state and local sales tax, will exceed the sum of ~~ninety~~ one hundred fifty thousand dollars if more than a single craft or trade is involved with the public works project, or ~~forty-five~~ seventy-five thousand five hundred dollars if a single craft or trade is involved with the public works project or the public works project is street signalization or street lighting. A "public works project" means a complete project as defined in Section [3.05.241](#).

b. When any emergency requires the immediate execution of such public work, the City shall comply with the provisions of RCW [35.22.620\(6\)](#), ~~;~~ RCW [39.04.280](#), and Section [2.12.080](#) as now or hereafter amended. The Director or designate shall within two weeks following award of an emergency public work contract enter into the public record written findings of the existence of an emergency. Entry into the public record may be by written report to the City Manager and City Council, posting on the City website or such other means as are practicable under the circumstances.

c. Notice of call for bids shall be given by posting thereof in a public place in the City and by publication in a newspaper of general circulation within the City once each week for two



consecutive weeks. The deadline for receiving bids shall be not less than thirteen days from the date of first publication; except that notice by publication may be given in the manner authorized by RCW [39.28.020\(5\)](#) or other general state law when applicable. Provided, that prior to notice of call for bids, the Director of public works, at ~~his or her~~ their discretion, may require any and all potential bidders interested in bidding on a public works project to participate in a pre-qualification process. The pre-qualification process shall be to ensure that each such bidder(s) has the means, plans, equipment and experience to bid and complete the project. The Director of public works is authorized to, and shall, develop written procedures for the administration of such pre-qualification process.

**Section 19. Amendment.** Vancouver Municipal Code Section 3.05.270 entitled “Bidder (contractor) qualification.” as codified by Ordinance M-3129 and last amended by Ordinance M-4173 is hereby amended as follows:

### **3.05.270 Bidder (contractor) qualification**

Each public works bidder bidding on a contract in excess of ~~one~~ three hundred thousand dollars may be required to submit to the director of public works or other appropriate department director, upon demand and at any time prior to the award of contract, satisfactory evidence that the bidder has sufficient means, plans, equipment and experience to enable the bidder to undertake and successfully complete the work specifications. The director of public works or other appropriate department director may accept as satisfactory evidence and contractor's certification that the bidder/contractor is pre-qualified for similar work by the Washington State Department of Transportation.

**Section 20. Amendment.** Vancouver Municipal Code Section 3.05.290 entitled “Bid opening” as codified by Ordinance M-3129 and last amended by Ordinance M-4173 is hereby amended as follows:

**3.05.290 Bid opening.**

Each bid shall be submitted sealed to the office of the Director or designate at any time within regular business hours and shall be identified as "bids" on the envelope. Bids shall be opened in public by the Director or designate, at the time and place stated in the call for bids. The Director or designate shall tabulate the bids. The Director or designate shall make appropriate recommendations to the City Manager or their designee.

**Section 21. Amendment.** Vancouver Municipal Code Section 3.05.300 entitled “Award or rejection of bids” as codified by Ordinance M-3129 and last amended by Ordinance M-4173 is hereby amended as follows:

**3.05.300 Award or rejection of bids.**

The City Council shall award the contract to the lowest responsible bidder or may reject any and all bids when it finds that the public interest will be served thereby.

For contracts for public works and improvements of three hundred thousand dollars or less, the Director or designate shall, subject to review of any bidder protest submitted to the Director or designate in conformity with RCW 39.04.105, award the contract to the lowest responsible bidder based on the criteria set forth in Section 3.05.310 or may reject any and all bids when he/she finds

that the public interest will be served thereby. The Director or designate shall provide the protesting bidder with not less than two business days' notice of the intent to award the bid to another bidder and to execute a contract.

~~If no bid is received on the first call for bids, the City may re-advertise and make a second call or may enter into a contract without any further call or may purchase the supplies, materials or equipment and perform such work and improvement by day labor, subject to the limitation set forth at Section 3.05.240.~~

**Section 22. Amendment.** Vancouver Municipal Code Section 3.05.330 entitled “Small works roster – Limited public works.” as codified by Ordinance M-3129 and last amended by Ordinance M-4173 is hereby amended as follows:

**3.05.330 Small works roster- Limited public works.**

For public works in which the estimated cost is three hundred thousand dollars or less, the City may use a small works roster or rosters or limited public works as an alternative to bidding in accordance with RCW [39.04.155](#), as amended; provided, that in such case, the Director or designate shall prescribe policies and procedures to implement small works roster and limited public works programs in accordance with law.

All contracts for public works, where the cost thereof is three hundred thousand dollars or less but more than ~~thirty five~~ fifty thousand dollars, may be approved by the Director or designate,

and shall be made by the small works roster contract procedures in accordance with RCW [39.04.155](#), as amended.

All contracts for public works, where the cost thereof is ~~thirty-five~~ fifty thousand dollars or less, may be approved by the Director or designate, and shall be made by the limited public works process procedures in accordance with RCW [39.04.155](#), as amended.

The City shall award all contracts under this section to the lowest responsible bidder as defined in Section [3.05.310](#); provided, however, that the City reserves its right under applicable law to reject any and all bids, and also to waive "minor irregularities if in the public interest."

**Section 23. Amendment.** Vancouver Municipal Code Section 3.05.340 entitled "Competitive bidding – When required by federal or state regulations." as codified by Ordinance M-3129 and last amended by Ordinance M-4173 is hereby amended as follows:

**3.05.340 Competitive bidding – When required by federal or state regulations.**

Whenever the conditions of an inter-governmental agency or of a county, state or federal grant establish competitive bidding procedures and requirements inconsistent with the procedures and requirements of this chapter, the conditions of such grant shall apply to public works projects and purchases to be paid for in full or in part by moneys received from such grant.

To ensure compliance with this section, the Director or designate having responsibility for the public improvement shall advise the Director or designate as to the source of funding for each

public works or improvement project together with any specific procurement requirements or conditions of the funding or grant contract.

**Section 24. Severability.** If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

**Section 24. Effective Date.** This ordinance shall become effective September 1<sup>st</sup> 2023.

Read first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read second time:

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers



SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Anne McEnery-Ogle, Mayor

Attest:

\_\_\_\_\_  
Natasha Ramras, City Clerk

Approved as to form:

\_\_\_\_\_  
Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE of the City of Vancouver 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.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via [www.cityofvancouver.us](http://www.cityofvancouver.us) (Go to City Government and Public Records).

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:

**\$ 29,896,508.47** this 7th day of August 2023.

DocuSigned by:  
*Anne McEnerny-Ogle*  
MAYOR

Cyndi A. Turner  
Digitally signed by Cyndi A. Turner  
Date: 2023.08.01 11:31:22 -07'00'  
AUDITING OFFICER

DocuSigned by:  
*Ty Stob*  
COUNCILMEMBER

DocuSigned by:  
*MWR*  
COUNCILMEMBER

| DATE                          | INCLUSIVE CHECK NUMBERS                | CHECK TOTAL      |
|-------------------------------|----------------------------------------|------------------|
| July 10, 2023 - July 30, 2023 | Accounts Payable Checks (see attached) | \$ 21,847,493.47 |
| July 10, 2023 - July 30, 2023 | Hansen City Payments (see attached)    | \$ 95,587.27     |
| July 10, 2023 - July 30, 2023 | Visa Refunds (see attached)            | \$ 15,810.48     |
| July 10, 2023 - July 30, 2023 | Payroll Checks (see attached)          | \$ 7,937,617.25  |
| TOTAL                         |                                        | \$ 29,896,508.47 |

**INVOICE PAYMENTS REPORT**

| <b>Payment Category</b> | <b>Payment Type</b> | <b>Transaction Reference</b> | <b>Payment Date</b> | <b>Payment Amount</b> | <b>Payment Payee</b>                                                   | <b>Memo</b>                                                                      |
|-------------------------|---------------------|------------------------------|---------------------|-----------------------|------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| Supplier Payment        | Check               | 12376                        | 7/10/2023           | 6,580.83              | Aflac                                                                  |                                                                                  |
| Supplier Payment        | Check               | 12377                        | 7/10/2023           | 5,346.54              | AFSCME Local #307                                                      |                                                                                  |
| Supplier Payment        | Check               | 12378                        | 7/10/2023           | 1,056.00              | California State Disbursement Unit                                     |                                                                                  |
| Supplier Payment        | Check               | 12379                        | 7/10/2023           | 491.00                | Hawaii SDU                                                             |                                                                                  |
| Supplier Payment        | Check               | 12380                        | 7/10/2023           | 792.75                | IAM Local #1374                                                        |                                                                                  |
| Supplier Payment        | Check               | 12381                        | 7/10/2023           | 8,712.03              | Life Insurance Company of North America                                |                                                                                  |
| Supplier Payment        | Check               | 12382                        | 7/10/2023           | 875.00                | MFS Service Center Inc                                                 |                                                                                  |
| Supplier Payment        | Check               | 12383                        | 7/10/2023           | 175.00                | OPEIU Local #11                                                        |                                                                                  |
| Supplier Payment        | Check               | 12384                        | 7/10/2023           | 4,290.26              | OPEIU Local #11                                                        |                                                                                  |
| Supplier Payment        | Check               | 12385                        | 7/10/2023           | 672.00                | Teamsters Local #58                                                    |                                                                                  |
| Supplier Payment        | Check               | 12386                        | 7/10/2023           | 245.00                | UA Local #290                                                          |                                                                                  |
| Supplier Payment        | Check               | 12387                        | 7/10/2023           | 3,252.51              | Western Conference of Teamsters                                        |                                                                                  |
| Supplier Payment        | Check               | 12388                        | 7/10/2023           | 1,393.80              | Western Metal Industry Pension Plan                                    |                                                                                  |
| Ad Hoc Payment          | Check               | 12389                        | 7/12/2023           | 597.32                | Ackerman,James or Laura                                                | Utility Refunds: 0083007200-07                                                   |
| Ad Hoc Payment          | Check               | 12390                        | 7/12/2023           | 342.00                | Anne Marie Reyes or Mario Alberto Reyes                                | Utility Refunds: 0500003721-02                                                   |
| Ad Hoc Payment          | Check               | 12391                        | 7/12/2023           | 127.00                | Athey,Sylvia                                                           | Utility Refunds: 000008394-04                                                    |
| Ad Hoc Payment          | Check               | 12392                        | 7/12/2023           | 115.66                | Bray,Dean                                                              | Utility Refunds: 0057025700-02                                                   |
| Ad Hoc Payment          | Check               | 12393                        | 7/12/2023           | 48.63                 | Christopher Houng-Ming or David Hungwei Lee                            | Utility Refunds: 0098050100-06                                                   |
| Ad Hoc Payment          | Check               | 12394                        | 7/12/2023           | 26.70                 | Conrad,Katherine or James                                              | Utility Refunds: 0101440025-03                                                   |
| Ad Hoc Payment          | Check               | 12395                        | 7/12/2023           | 107.27                | Doan Properties LLC                                                    | Utility Refunds: 0096450006-03                                                   |
| Ad Hoc Payment          | Check               | 12396                        | 7/12/2023           | 104.00                | James or Dianna Lynch, Representatives                                 | Utility Refunds: 0023018455-03 Consolidated refund created from multiple refunds |
| Ad Hoc Payment          | Check               | 12397                        | 7/12/2023           | 156.53                | Joseph Gates or Martha Slater Gates, Trustees of the Gates Trust       | Utility Refunds: 0107002268-04                                                   |
| Ad Hoc Payment          | Check               | 12398                        | 7/12/2023           | 22.94                 | Kelly Renee Otis, Trustee of the                                       | Utility Refunds: 0035072000-08                                                   |
| Ad Hoc Payment          | Check               | 12399                        | 7/12/2023           | 131.22                | Kufus,Michael                                                          | Utility Refunds: 0012090501-01                                                   |
| Ad Hoc Payment          | Check               | 12400                        | 7/12/2023           | 55.43                 | McDermott,Lorie or Timothy                                             | Utility Refunds: 0107003204-06                                                   |
| Ad Hoc Payment          | Check               | 12401                        | 7/12/2023           | 25.13                 | of the Estate of Eric Lynn Austin,Benjamin Austin Adminstrator         | Utility Refunds: 0086012400-05                                                   |
| Ad Hoc Payment          | Check               | 12402                        | 7/12/2023           | 106.56                | Peter Burgess Personal Rep,Estate of Eva Burgess                       | Utility Refunds: 0015005011-02                                                   |
| Ad Hoc Payment          | Check               | 12403                        | 7/12/2023           | 192.84                | Pierre 3505 and 3511 LLC                                               | Utility Refunds: 0047036802-23 Consolidated refund created from multiple refunds |
| Ad Hoc Payment          | Check               | 12404                        | 7/12/2023           | 56.38                 | Robert Samuel or Oriana Corral Mera                                    | Utility Refunds: 0064024858-07                                                   |
| Ad Hoc Payment          | Check               | 12405                        | 7/12/2023           | 35.12                 | Rongprasertkul,Siraprapal                                              | Utility Refunds: 0500002730-02                                                   |
| Ad Hoc Payment          | Check               | 12406                        | 7/12/2023           | 70.04                 | Schienze,Carrie                                                        | Utility Refunds: 0039078200-11                                                   |
| Ad Hoc Payment          | Check               | 12407                        | 7/12/2023           | 33.81                 | Shannahan,Michael or Jo Ann                                            | Utility Refunds: 0049071000-02                                                   |
| Ad Hoc Payment          | Check               | 12408                        | 7/12/2023           | 118.00                | Sharon J Southern or Shelley J Southern Nurre,Trustees of the Southern | Utility Refunds: 0115001320-01                                                   |
| Ad Hoc Payment          | Check               | 12409                        | 7/12/2023           | 32.53                 | Sherrie Rae Priestman or Kenneth Hoge                                  | Utility Refunds: 0126003370-04                                                   |
| Ad Hoc Payment          | Check               | 12410                        | 7/12/2023           | 145.67                | Southern,Sharon                                                        | Utility Refunds: 0115001320-01 Consolidated refund created from multiple refunds |
| Ad Hoc Payment          | Check               | 12411                        | 7/12/2023           | 42.56                 | Stocker,Sean or Ashley                                                 | Utility Refunds: 0026023700-07                                                   |
| Ad Hoc Payment          | Check               | 12412                        | 7/12/2023           | 76.00                 | Sunrise LLC                                                            | Utility Refunds: 0021068300-14                                                   |
| Ad Hoc Payment          | Check               | 12413                        | 7/12/2023           | 29.81                 | Ulland,Sherrie                                                         | Utility Refunds: 0042005092-01                                                   |
| Ad Hoc Payment          | Check               | 12414                        | 7/12/2023           | 1,293.78              | Vinny Small Property Management                                        | Utility Refunds: 0053008902-02                                                   |
| Ad Hoc Payment          | Check               | 12415                        | 7/12/2023           | 215.28                | Wangen,Coral                                                           | Utility Refunds: 0062062700-03 Consolidated refund created from multiple refunds |
| Ad Hoc Payment          | Check               | 12416                        | 7/12/2023           | 1,324.23              | Zachary T Loewen or Morgan D Fullerton                                 | Utility Refunds: 0093033400-04 Consolidated refund created from multiple refunds |
| Miscellaneous Payment   | Check               | 12417                        | 7/12/2023           | 100.00                | Burton Evergreen Neighborhood Association                              | 2023 Resource Conservation Challenge                                             |

**INVOICE PAYMENTS REPORT**

|                       |       |       |           |            |                                                                              |                                                                       |
|-----------------------|-------|-------|-----------|------------|------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| Miscellaneous Payment | Check | 12418 | 7/12/2023 | 100.00     | Cimarron Neighborhood Association                                            | 2023 Resource Conservation Challenge                                  |
| Miscellaneous Payment | Check | 12419 | 7/12/2023 | 33,990.23  | Clark County Emergency Medical Services District #2                          | 00034246                                                              |
| Miscellaneous Payment | Check | 12420 | 7/12/2023 | 26,003.28  | Clark County Emergency Medical Services District #2                          | 00033851                                                              |
| Miscellaneous Payment | Check | 12421 | 7/12/2023 | 100.00     | Countryside Woods Neighborhood Association                                   | 2023 Resource Conservation Challenge                                  |
| Miscellaneous Payment | Check | 12422 | 7/12/2023 | 80.00      | Danielle Duval                                                               | Refund of Parking Permit no longer needed                             |
| Miscellaneous Payment | Check | 12423 | 7/12/2023 | 25.00      | Edward I Lopez                                                               | Refund of parking ticket paid but then appealed.                      |
| Miscellaneous Payment | Check | 12424 | 7/12/2023 | 100.00     | First Place Neighborhood Association                                         | 2023 Resource Conservation Challenge                                  |
| Miscellaneous Payment | Check | 12425 | 7/12/2023 | 72.00      | Jamie Allen                                                                  | Voucher #2010704.030                                                  |
| Miscellaneous Payment | Check | 12426 | 7/12/2023 | 75.00      | Leah Ferguson                                                                | Refund of duplicate payment to citation 7203809406                    |
| Miscellaneous Payment | Check | 12427 | 7/12/2023 | 53.00      | Professional Credit Service                                                  | Refunding customer#494673 payment to PCS to apply to invoice 77029317 |
| Miscellaneous Payment | Check | 12428 | 7/12/2023 | 330.00     | Steve Henderson                                                              | Refund of hangar #J-08 deposit.                                       |
| Supplier Payment      | Check | 12429 | 7/12/2023 | 879.16     | Accurate Corporate Services Inc                                              |                                                                       |
| Supplier Payment      | Check | 12430 | 7/12/2023 | 183.64     | Airgas, Inc                                                                  |                                                                       |
| Supplier Payment      | Check | 12431 | 7/12/2023 | 1,109.74   | A-Line Asphalt Maintenance Inc                                               |                                                                       |
| Supplier Payment      | Check | 12432 | 7/12/2023 | 798.00     | Allegheny Answering Services                                                 |                                                                       |
| Supplier Payment      | Check | 12433 | 7/12/2023 | 123,477.77 | Allied Plumbing and Pumps LLC - Remit-To: Allied Trenchless                  |                                                                       |
| Supplier Payment      | Check | 12434 | 7/12/2023 | 36,544.94  | Alpine Products Inc                                                          |                                                                       |
| Supplier Payment      | Check | 12435 | 7/12/2023 | 2,082.78   | American Abatement and Demo                                                  |                                                                       |
| Supplier Payment      | Check | 12436 | 7/12/2023 | 644.49     | Anderson Glass Co                                                            |                                                                       |
| Supplier Payment      | Check | 12437 | 7/12/2023 | 15,000.74  | Applied Business Software Inc                                                |                                                                       |
| Supplier Payment      | Check | 12438 | 7/12/2023 | 146.42     | Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena          |                                                                       |
| Supplier Payment      | Check | 12439 | 7/12/2023 | 1,241.06   | Arborscape Ltd Inc                                                           |                                                                       |
| Supplier Payment      | Check | 12440 | 7/12/2023 | 1,230.85   | Archaeological Investigations Northwest Inc                                  |                                                                       |
| Supplier Payment      | Check | 12441 | 7/12/2023 | 56,755.02  | Associated Petroleum Products, Inc.                                          |                                                                       |
| Supplier Payment      | Check | 12442 | 7/12/2023 | 360.00     | Battle Ground School District 119                                            |                                                                       |
| Supplier Payment      | Check | 12443 | 7/12/2023 | 1,846.12   | Bound Tree Medical LLC                                                       |                                                                       |
| Supplier Payment      | Check | 12444 | 7/12/2023 | 275.00     | Bretley Christie                                                             |                                                                       |
| Supplier Payment      | Check | 12445 | 7/12/2023 | 26,411.89  | Brightview Holdings Inc                                                      |                                                                       |
| Supplier Payment      | Check | 12446 | 7/12/2023 | 5,103.00   | BSK Associates - Remit-To: Supplier BSK Associates                           |                                                                       |
| Supplier Payment      | Check | 12447 | 7/12/2023 | 285.00     | CDS Airbrushing & Coaching LLC                                               |                                                                       |
| Supplier Payment      | Check | 12448 | 7/12/2023 | 270.08     | Celco Partnership - Remit-To: Celco - Dallas                                 |                                                                       |
| Supplier Payment      | Check | 12449 | 7/12/2023 | 13,859.19  | Century West Engineering Corp                                                |                                                                       |
| Supplier Payment      | Check | 12450 | 7/12/2023 | 4,053.44   | Cintas                                                                       |                                                                       |
| Supplier Payment      | Check | 12451 | 7/12/2023 | 327,191.27 | Clark County - Remit-To: Clark County - Treasurer Vancouver                  |                                                                       |
| Supplier Payment      | Check | 12452 | 7/12/2023 | 600.00     | Clark County Title Company - Remit-To: Clark County - Reconveyance Fees      |                                                                       |
| Supplier Payment      | Check | 12453 | 7/12/2023 | 234.90     | Clark Regional Wastewater District                                           |                                                                       |
| Supplier Payment      | Check | 12454 | 7/12/2023 | 202,429.54 | Clary Longview LLC                                                           |                                                                       |
| Supplier Payment      | Check | 12455 | 7/12/2023 | 38,918.44  | Columbia Resource Company                                                    |                                                                       |
| Supplier Payment      | Check | 12456 | 7/12/2023 | 32.91      | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry |                                                                       |
| Supplier Payment      | Check | 12457 | 7/12/2023 | 12,045.00  | Communications-Applied Technology                                            |                                                                       |
| Supplier Payment      | Check | 12458 | 7/12/2023 | 3,881.50   | Confluence Engineering Group LLC                                             |                                                                       |
| Supplier Payment      | Check | 12459 | 7/12/2023 | 1,901.17   | Core and Main LP - Remit-To: Core and Main LP                                |                                                                       |
| Supplier Payment      | Check | 12460 | 7/12/2023 | 535.96     | CyberSource Corporation - Remit-To: CyberSource - Los Angeles                |                                                                       |
| Supplier Payment      | Check | 12461 | 7/12/2023 | 57,061.09  | Dan's Tractor Inc                                                            |                                                                       |
| Supplier Payment      | Check | 12462 | 7/12/2023 | 2,534.27   | Distinctive Landscape LLC                                                    |                                                                       |
| Supplier Payment      | Check | 12463 | 7/12/2023 | 5,492.00   | DKS Associates Inc                                                           |                                                                       |
| Supplier Payment      | Check | 12464 | 7/12/2023 | 1,482.86   | Durst Energy LLC                                                             |                                                                       |
| Supplier Payment      | Check | 12465 | 7/12/2023 | 6,278.25   | Erickson Structural Consulting Engineers                                     |                                                                       |
| Supplier Payment      | Check | 12466 | 7/12/2023 | 3,750.00   | Esix Sportswear                                                              |                                                                       |



## INVOICE PAYMENTS REPORT

|                  |       |       |           |            |                                                                                               |  |
|------------------|-------|-------|-----------|------------|-----------------------------------------------------------------------------------------------|--|
| Supplier Payment | Check | 12467 | 7/12/2023 | 164.00     | Evergreen Orchards LLC                                                                        |  |
| Supplier Payment | Check | 12468 | 7/12/2023 | 2,400.00   | Evergreen School District                                                                     |  |
| Supplier Payment | Check | 12469 | 7/12/2023 | 935.00     | Examworks Inc                                                                                 |  |
| Supplier Payment | Check | 12470 | 7/12/2023 | 64.65      | Experian Marketing Solutions - Remit-To: Experian - Los Angeles                               |  |
| Supplier Payment | Check | 12471 | 7/12/2023 | 44,976.13  | Ferguson Enterprises - Remit-To: Ferguson - Dallas                                            |  |
| Supplier Payment | Check | 12472 | 7/12/2023 | 517.81     | First-Citizens Bank & Trust Company                                                           |  |
| Supplier Payment | Check | 12473 | 7/12/2023 | 16,995.16  | Friends of Trees                                                                              |  |
| Supplier Payment | Check | 12474 | 7/12/2023 | 317.94     | Global Assets Integrated LLC                                                                  |  |
| Supplier Payment | Check | 12475 | 7/12/2023 | 393.97     | Gray & Osborne Inc                                                                            |  |
| Supplier Payment | Check | 12476 | 7/12/2023 | 4,572.50   | Groundwater Solutions, Inc.                                                                   |  |
| Supplier Payment | Check | 12477 | 7/12/2023 | 12,168.65  | Harper Houf Peterson Righellis Inc                                                            |  |
| Supplier Payment | Check | 12478 | 7/12/2023 | 85,077.28  | HMI Oregon - Remit-To: Pacific WRO                                                            |  |
| Supplier Payment | Check | 12479 | 7/12/2023 | 400.00     | Jason Bryan Ropp                                                                              |  |
| Supplier Payment | Check | 12480 | 7/12/2023 | 2,500.00   | John Heyes Peterson                                                                           |  |
| Supplier Payment | Check | 12481 | 7/12/2023 | 6,253.38   | Jordan Maivelett                                                                              |  |
| Supplier Payment | Check | 12482 | 7/12/2023 | 1,925.00   | Karapace Consulting , LLC                                                                     |  |
| Supplier Payment | Check | 12483 | 7/12/2023 | 55,174.54  | KBT Distributing LLC                                                                          |  |
| Supplier Payment | Check | 12484 | 7/12/2023 | 4,872.15   | Kurita America Inc - Remit-To: US Water - Minneapolis                                         |  |
| Supplier Payment | Check | 12485 | 7/12/2023 | 5,296.74   | L.N. Curtis & Sons - Remit-To: Supplier L.N. Curtis & Sons                                    |  |
| Supplier Payment | Check | 12486 | 7/12/2023 | 10,617.00  | Last Mile LLC                                                                                 |  |
| Supplier Payment | Check | 12487 | 7/12/2023 | 2,400.00   | Laurence D. Blaufus                                                                           |  |
| Supplier Payment | Check | 12488 | 7/12/2023 | 3,458.52   | Loomis Armored US LLC - Remit-To: Loomis - Palatine                                           |  |
| Supplier Payment | Check | 12489 | 7/12/2023 | 179.36     | Mark IV Enterprises Inc                                                                       |  |
| Supplier Payment | Check | 12490 | 7/12/2023 | 1,500.00   | Message Gears LLC                                                                             |  |
| Supplier Payment | Check | 12491 | 7/12/2023 | 883.74     | Mity-Life, Inc.                                                                               |  |
| Supplier Payment | Check | 12492 | 7/12/2023 | 2,407.89   | Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago           |  |
| Supplier Payment | Check | 12493 | 7/12/2023 | 51,754.04  | Nelson Nygaard Consulting Associates Inc - Remit-To: Nelson Nygaard Consulting Associates Inc |  |
| Supplier Payment | Check | 12494 | 7/12/2023 | 21,771.06  | Northwest Natural Gas Company - Remit-To: NW Natural - Portland                               |  |
| Supplier Payment | Check | 12495 | 7/12/2023 | 30,074.92  | Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources                     |  |
| Supplier Payment | Check | 12496 | 7/12/2023 | 5,886.11   | Oldcastle Precast Inc                                                                         |  |
| Supplier Payment | Check | 12497 | 7/12/2023 | 1,397.42   | One Call Concepts Inc                                                                         |  |
| Supplier Payment | Check | 12498 | 7/12/2023 | 141,437.53 | Parametrix, Inc                                                                               |  |
| Supplier Payment | Check | 12499 | 7/12/2023 | 8,799.35   | Parkeon                                                                                       |  |
| Supplier Payment | Check | 12500 | 7/12/2023 | 670.00     | Performance Occupational Health Services, LLC                                                 |  |
| Supplier Payment | Check | 12501 | 7/12/2023 | 385,400.51 | Peterson Machinery Co                                                                         |  |
| Supplier Payment | Check | 12502 | 7/12/2023 | 3,531.64   | Physio-Control Inc - Remit-To: Stryker Medical                                                |  |
| Supplier Payment | Check | 12503 | 7/12/2023 | 14,300.00  | Planeteria Media                                                                              |  |
| Supplier Payment | Check | 12504 | 7/12/2023 | 630.00     | Porter W Yett Company                                                                         |  |
| Supplier Payment | Check | 12505 | 7/12/2023 | 11,244.00  | Portland Adventist Medical Center                                                             |  |
| Supplier Payment | Check | 12506 | 7/12/2023 | 55,795.08  | PPC Solutions Inc                                                                             |  |
| Supplier Payment | Check | 12507 | 7/12/2023 | 5,462.75   | Public Safety Testing Inc                                                                     |  |
| Supplier Payment | Check | 12508 | 7/12/2023 | 379.75     | Putt Putt to Go LLC                                                                           |  |
| Supplier Payment | Check | 12509 | 7/12/2023 | 319.00     | Rapid Response Bio Clean Inc.                                                                 |  |
| Supplier Payment | Check | 12510 | 7/12/2023 | 1,101.79   | Resolute Documentation Services                                                               |  |
| Supplier Payment | Check | 12511 | 7/12/2023 | 10,000.00  | Right-Way CDL Academy, LLC                                                                    |  |
| Supplier Payment | Check | 12512 | 7/12/2023 | 4,155.12   | River City Environmental                                                                      |  |
| Supplier Payment | Check | 12513 | 7/12/2023 | 76,394.36  | Roof Toppers, Inc.                                                                            |  |
| Supplier Payment | Check | 12514 | 7/12/2023 | 3,580.50   | SafeFire LLC                                                                                  |  |
| Supplier Payment | Check | 12515 | 7/12/2023 | 24,979.26  | San Diego Police Equipment Co Inc                                                             |  |
| Supplier Payment | Check | 12516 | 7/12/2023 | 5,951.33   | Selectron Technologies                                                                        |  |
| Supplier Payment | Check | 12517 | 7/12/2023 | 1,332.66   | Shrums Pest Control                                                                           |  |
| Supplier Payment | Check | 12518 | 7/12/2023 | 297.33     | Software House International SHI - Remit-To: SHI - Dallas                                     |  |
| Supplier Payment | Check | 12519 | 7/12/2023 | 44,724.00  | Stantec Consulting Services Inc - Remit-To: Stantec - Chicago                                 |  |

## INVOICE PAYMENTS REPORT

|                       |       |       |           |            |                                                                                                                                                  |                                                                      |
|-----------------------|-------|-------|-----------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| Supplier Payment      | Check | 12520 | 7/12/2023 | 271,741.89 | State of Washington<br>Department of Employment<br>Security - Remit-To: State<br>of Washington Department<br>of Employment Security /<br>Seattle |                                                                      |
| Supplier Payment      | Check | 12521 | 7/12/2023 | 404.18     | State of Washington<br>Department of<br>Transportation                                                                                           |                                                                      |
| Supplier Payment      | Check | 12522 | 7/12/2023 | 1,901.50   | State of Washington State<br>Patrol                                                                                                              |                                                                      |
| Supplier Payment      | Check | 12523 | 7/12/2023 | 10.36      | Stericycle Inc - Remit-To:<br>Stericycle                                                                                                         |                                                                      |
| Supplier Payment      | Check | 12524 | 7/12/2023 | 20.72      | Stericycle Inc - Remit-To:<br>Stericycle                                                                                                         |                                                                      |
| Supplier Payment      | Check | 12525 | 7/12/2023 | 8,900.00   | Steven B. and Linda M.<br>Tubbs Family Trust                                                                                                     |                                                                      |
| Supplier Payment      | Check | 12526 | 7/12/2023 | 9,500.33   | Sunbelt Controls Inc - Remit<br>To: Sunbelt Controls -<br>Pasadena                                                                               |                                                                      |
| Supplier Payment      | Check | 12527 | 7/12/2023 | 9,997.00   | Tamarack Management<br>LLC                                                                                                                       |                                                                      |
| Supplier Payment      | Check | 12528 | 7/12/2023 | 4,000.00   | Thales Consulting Inc -<br>Remit-To: Supplier Thales<br>Consulting Inc                                                                           |                                                                      |
| Supplier Payment      | Check | 12529 | 7/12/2023 | 3,000.00   | The Amy VanCamp<br>Experience LLC                                                                                                                |                                                                      |
| Supplier Payment      | Check | 12530 | 7/12/2023 | 407.63     | Towing & Recovering<br>Services Inc                                                                                                              |                                                                      |
| Supplier Payment      | Check | 12531 | 7/12/2023 | 1,616.92   | Transunion Risk &<br>Alternative Data Solutions<br>Inc                                                                                           |                                                                      |
| Supplier Payment      | Check | 12532 | 7/12/2023 | 285.33     | Triple J Enterprises                                                                                                                             |                                                                      |
| Supplier Payment      | Check | 12533 | 7/12/2023 | 22,331.51  | TV Etc ESD 112                                                                                                                                   |                                                                      |
| Supplier Payment      | Check | 12534 | 7/12/2023 | 21.60      | United Parcel Service                                                                                                                            |                                                                      |
| Supplier Payment      | Check | 12535 | 7/12/2023 | 120.00     | Vancouver Aire LLC                                                                                                                               |                                                                      |
| Supplier Payment      | Check | 12536 | 7/12/2023 | 680.00     | Vancouver Granite Works<br>Inc                                                                                                                   |                                                                      |
| Supplier Payment      | Check | 12537 | 7/12/2023 | 180.00     | Vancouver School District<br>#37                                                                                                                 |                                                                      |
| Supplier Payment      | Check | 12538 | 7/12/2023 | 4,004.00   | Vancouver Slow Pitch<br>Umpires Association -<br>Remit-To: VSPUA -<br>Vancouver                                                                  |                                                                      |
| Supplier Payment      | Check | 12539 | 7/12/2023 | 842.35     | Veritext LLC - Remit-To:<br>Veritext LLC                                                                                                         |                                                                      |
| Supplier Payment      | Check | 12540 | 7/12/2023 | 570.71     | W.B. Sprague Co. Inc.                                                                                                                            |                                                                      |
| Supplier Payment      | Check | 12541 | 7/12/2023 | 1,478.13   | Walter E Nelson Company                                                                                                                          |                                                                      |
| Supplier Payment      | Check | 12542 | 7/12/2023 | 31,021.15  | Waste Connections of<br>Washington - Remit-To:<br>Waste Connections -<br>Vancouver                                                               |                                                                      |
| Supplier Payment      | Check | 12543 | 7/12/2023 | 5,640.00   | Water Systems Consulting<br>Inc                                                                                                                  |                                                                      |
| Supplier Payment      | Check | 12544 | 7/12/2023 | 6,030.50   | Western Systems Inc                                                                                                                              |                                                                      |
| Supplier Payment      | Check | 12545 | 7/12/2023 | 4,680.59   | Western Water Works<br>Supply Co Inc                                                                                                             |                                                                      |
| Supplier Payment      | Check | 12546 | 7/12/2023 | 219.94     | Wex Bank                                                                                                                                         |                                                                      |
| Supplier Payment      | Check | 12547 | 7/12/2023 | 200.00     | Willis Towers Watson<br>Insurance Services West<br>inc                                                                                           |                                                                      |
| Supplier Payment      | Check | 12548 | 7/12/2023 | 97,226.43  | WSP USA Inc. - Remit-To:<br>WSP USA Inc. Dallas                                                                                                  |                                                                      |
| Supplier Payment      | Check | 12549 | 7/12/2023 | 31.24      | XPO Logistics Enterprise<br>Services, Inc - Remit-To:<br>XPO - Portland                                                                          |                                                                      |
| Supplier Payment      | Check | 12550 | 7/12/2023 | 1,023.75   | Yakima County                                                                                                                                    |                                                                      |
| Supplier Payment      | Check | 12551 | 7/12/2023 | 22,528.08  | Z Bar Supply Company LLC                                                                                                                         |                                                                      |
| Miscellaneous Payment | Check | 12552 | 7/19/2023 | 1,211.00   | Arthur Ungar                                                                                                                                     | PIR-83488 (jobsite: 9001 Mt<br>Jefferson Ave)                        |
| Miscellaneous Payment | Check | 12553 | 7/19/2023 | 129.03     | Bailey McManus                                                                                                                                   | Refund of parking permit no<br>longer needed                         |
| Miscellaneous Payment | Check | 12554 | 7/19/2023 | 499.79     | Carl Coffman                                                                                                                                     | COFFMAN V. COV                                                       |
| Miscellaneous Payment | Check | 12555 | 7/19/2023 | 87.00      | Chris Le Baugh                                                                                                                                   | Refund of airport deposit<br>minus last invoice.                     |
| Miscellaneous Payment | Check | 12556 | 7/19/2023 | 120.00     | Countryside Woods<br>Neighborhood Association                                                                                                    | 2023 RecycleU                                                        |
| Miscellaneous Payment | Check | 12557 | 7/19/2023 | 49.68      | David Krugman                                                                                                                                    | Refund of parking permit no<br>longer needed                         |
| Miscellaneous Payment | Check | 12558 | 7/19/2023 | 100.00     | DuBois Park Neighborhood<br>Association                                                                                                          | 2023 Resource<br>Conservation Challenge                              |
| Miscellaneous Payment | Check | 12559 | 7/19/2023 | 50.00      | Felipe Cruz Gonzalez                                                                                                                             | Damage Deposit Refund                                                |
| Miscellaneous Payment | Check | 12560 | 7/19/2023 | 500.00     | Leah Guel                                                                                                                                        | Refund of duplicate<br>payment to Invoice<br>#77053668 / Cust#797294 |
| Miscellaneous Payment | Check | 12561 | 7/19/2023 | 100.00     | Northcrest Neighborhood<br>Association                                                                                                           | 2023 Resource<br>Conservation Challenge                              |
| Miscellaneous Payment | Check | 12562 | 7/19/2023 | 49.03      | PLS Engineering                                                                                                                                  | Refund of parking permit no<br>longer needed                         |
| Miscellaneous Payment | Check | 12563 | 7/19/2023 | 38.25      | Professional Credit Service                                                                                                                      | Refund Invoice #30188.<br>Citation 7203503037 Leilani<br>Clinton     |
| Miscellaneous Payment | Check | 12564 | 7/19/2023 | 150.84     | Ramsay Signs Inc                                                                                                                                 | MPE-339974 (jobsite: 7809<br>NE Vancouver Plaza B135)                |

## INVOICE PAYMENTS REPORT

|                       |       |       |           |           |                                                                              |                                                                                  |
|-----------------------|-------|-------|-----------|-----------|------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| Miscellaneous Payment | Check | 12565 | 7/19/2023 | 114.00    | Sarah Tillman                                                                | Refund of multiple payments to INV#77050305                                      |
| Miscellaneous Payment | Check | 12566 | 7/19/2023 | 6,102.50  | State of Washington State Treasurer                                          | 2nd Qtr 2023 A8 Form                                                             |
| Miscellaneous Payment | Check | 12567 | 7/19/2023 | 601.42    | Touchmark at Fairway Village Villas SPE LLC                                  | CMI-335697 (3101 SE Village Loop)                                                |
| Ad Hoc Payment        | Check | 12568 | 7/19/2023 | 33.11     | Alexa Mckague personal rep, Estate of William Houston                        | Utility Refunds: 0017099985-02                                                   |
| Ad Hoc Payment        | Check | 12569 | 7/19/2023 | 26.36     | Berg, Spencer or Mackenzie                                                   | Utility Refunds: 0106040798-03                                                   |
| Ad Hoc Payment        | Check | 12570 | 7/19/2023 | 57.87     | Cascade West Development Inc                                                 | Utility Refunds: 0500006080-01 Consolidated refund created from multiple refunds |
| Ad Hoc Payment        | Check | 12571 | 7/19/2023 | 130.00    | Darby Knox Auth Agent for Humane Society for SW WA, Personal Rep of Estate   | Utility Refunds: 0500002764-03 Consolidated refund created from multiple refunds |
| Ad Hoc Payment        | Check | 12572 | 7/19/2023 | 11.42     | Dave Hanning or Corina Johnson or, Lisa Barton-Hassal                        | Utility Refunds: 0055030000-00                                                   |
| Ad Hoc Payment        | Check | 12573 | 7/19/2023 | 64.90     | Holscher, Timothy                                                            | Utility Refunds: 0000005394-03                                                   |
| Ad Hoc Payment        | Check | 12574 | 7/19/2023 | 77.11     | Jean Schmitz, Personal Representative to the, Estate of Patricia M Gasaway   | Utility Refunds: 0065025178-00                                                   |
| Ad Hoc Payment        | Check | 12575 | 7/19/2023 | 58.90     | Mekvold, Bobbie or Erika                                                     | Utility Refunds: 0085087300-07                                                   |
| Ad Hoc Payment        | Check | 12576 | 7/19/2023 | 328.22    | New Spring Property Management                                               | Utility Refunds: 0017080607-12                                                   |
| Ad Hoc Payment        | Check | 12577 | 7/19/2023 | 64.21     | Nieman, James or Michelle                                                    | Utility Refunds: 0034026300-02                                                   |
| Ad Hoc Payment        | Check | 12578 | 7/19/2023 | 182.73    | Oliver, Laura or Leigh                                                       | Utility Refunds: 0031048100-03                                                   |
| Ad Hoc Payment        | Check | 12579 | 7/19/2023 | 755.70    | Red Letters Enterprises Inc                                                  | Utility Refunds: 0046053300-06                                                   |
| Ad Hoc Payment        | Check | 12580 | 7/19/2023 | 184.00    | Richardson, John                                                             | Utility Refunds: 0032022000-03                                                   |
| Ad Hoc Payment        | Check | 12581 | 7/19/2023 | 104.33    | Warren, Scott or Debra                                                       | Utility Refunds: 0058067300-04                                                   |
| Supplier Payment      | Check | 12582 | 7/19/2023 | 1,306.05  | A-Line Asphalt Maintenance Inc                                               |                                                                                  |
| Supplier Payment      | Check | 12583 | 7/19/2023 | 136.00    | American Sani-Can                                                            |                                                                                  |
| Supplier Payment      | Check | 12584 | 7/19/2023 | 146.42    | Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena          |                                                                                  |
| Supplier Payment      | Check | 12585 | 7/19/2023 | 6,675.62  | Arborscape Ltd Inc                                                           |                                                                                  |
| Supplier Payment      | Check | 12586 | 7/19/2023 | 275.00    | Bretley Christie                                                             |                                                                                  |
| Supplier Payment      | Check | 12587 | 7/19/2023 | 3,266.50  | BSK Associates - Remit-To: Supplier BSK Associates                           |                                                                                  |
| Supplier Payment      | Check | 12588 | 7/19/2023 | 23,980.00 | CBG Communications Inc                                                       |                                                                                  |
| Supplier Payment      | Check | 12589 | 7/19/2023 | 142.50    | CDS Airbrushing & Coaching LLC                                               |                                                                                  |
| Supplier Payment      | Check | 12590 | 7/19/2023 | 82.09     | Cellico Partnership - Remit-To: Cellico - Dallas                             |                                                                                  |
| Supplier Payment      | Check | 12591 | 7/19/2023 | 2,483.50  | Century West Engineering Corp                                                |                                                                                  |
| Supplier Payment      | Check | 12592 | 7/19/2023 | 21,004.00 | CFM Strategic Communications, Inc.                                           |                                                                                  |
| Supplier Payment      | Check | 12593 | 7/19/2023 | 750.00    | Chanmi Development LLC                                                       |                                                                                  |
| Supplier Payment      | Check | 12594 | 7/19/2023 | 17,613.00 | City of Portland - Remit-To: City of Portland - General AR                   |                                                                                  |
| Supplier Payment      | Check | 12595 | 7/19/2023 | 627.00    | City of Vancouver - Remit-To: COV Main                                       |                                                                                  |
| Supplier Payment      | Check | 12596 | 7/19/2023 | 18,361.25 | Clark County Fire District 5                                                 |                                                                                  |
| Supplier Payment      | Check | 12597 | 7/19/2023 | 56,041.42 | Clark County - Remit-To: Clark County - Treasurer Vancouver                  |                                                                                  |
| Supplier Payment      | Check | 12598 | 7/19/2023 | 10.00     | Clark County - Remit-To: Reeta Fees                                          |                                                                                  |
| Supplier Payment      | Check | 12599 | 7/19/2023 | 217.40    | Clark County Title Company                                                   |                                                                                  |
| Supplier Payment      | Check | 12600 | 7/19/2023 | 22.69     | Clark Public Utility District No. 1                                          |                                                                                  |
| Supplier Payment      | Check | 12601 | 7/19/2023 | 4,886.39  | Columbia Precast Products, LLC                                               |                                                                                  |
| Supplier Payment      | Check | 12602 | 7/19/2023 | 7,832.84  | Columbia Resource Company                                                    |                                                                                  |
| Supplier Payment      | Check | 12603 | 7/19/2023 | 25,000.00 | Columbia River Economic Development Council Inc                              |                                                                                  |
| Supplier Payment      | Check | 12604 | 7/19/2023 | 128.59    | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry |                                                                                  |
| Supplier Payment      | Check | 12605 | 7/19/2023 | 104.96    | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry |                                                                                  |

**INVOICE PAYMENTS REPORT**

|                  |       |       |           |            |                                                                                     |  |
|------------------|-------|-------|-----------|------------|-------------------------------------------------------------------------------------|--|
| Supplier Payment | Check | 12606 | 7/19/2023 | 119.77     | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry        |  |
| Supplier Payment | Check | 12607 | 7/19/2023 | 64.95      | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry        |  |
| Supplier Payment | Check | 12608 | 7/19/2023 | 43.28      | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry        |  |
| Supplier Payment | Check | 12609 | 7/19/2023 | 108.33     | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry        |  |
| Supplier Payment | Check | 12610 | 7/19/2023 | 640.16     | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry        |  |
| Supplier Payment | Check | 12611 | 7/19/2023 | 151.15     | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry        |  |
| Supplier Payment | Check | 12612 | 7/19/2023 | 188.33     | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry        |  |
| Supplier Payment | Check | 12613 | 7/19/2023 | 104.96     | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry        |  |
| Supplier Payment | Check | 12614 | 7/19/2023 | 118.59     | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry        |  |
| Supplier Payment | Check | 12615 | 7/19/2023 | 113.59     | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry        |  |
| Supplier Payment | Check | 12616 | 7/19/2023 | 193.33     | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry        |  |
| Supplier Payment | Check | 12617 | 7/19/2023 | 247.60     | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry        |  |
| Supplier Payment | Check | 12618 | 7/19/2023 | 15,976.03  | Copiers Northwest                                                                   |  |
| Supplier Payment | Check | 12619 | 7/19/2023 | 14,240.00  | Cortico Corporation                                                                 |  |
| Supplier Payment | Check | 12620 | 7/19/2023 | 9,355.00   | DKS Associates Inc                                                                  |  |
| Supplier Payment | Check | 12621 | 7/19/2023 | 815.25     | EMS Technology Solutions LLC                                                        |  |
| Supplier Payment | Check | 12622 | 7/19/2023 | 275.00     | ERF Company Inc                                                                     |  |
| Supplier Payment | Check | 12623 | 7/19/2023 | 220.00     | Eric Thomas Lanciault                                                               |  |
| Supplier Payment | Check | 12624 | 7/19/2023 | 34,995.97  | ESO Solutions Inc                                                                   |  |
| Supplier Payment | Check | 12625 | 7/19/2023 | 280.00     | Evergreen Orchards LLC                                                              |  |
| Supplier Payment | Check | 12626 | 7/19/2023 | 9,372.45   | Ferguson Enterprises - Remit-To: Ferguson - Dallas                                  |  |
| Supplier Payment | Check | 12627 | 7/19/2023 | 497.31     | Galls LLC                                                                           |  |
| Supplier Payment | Check | 12628 | 7/19/2023 | 1,646.72   | Geographic Technologies Group                                                       |  |
| Supplier Payment | Check | 12629 | 7/19/2023 | 279,869.65 | Gordon Truck Centers                                                                |  |
| Supplier Payment | Check | 12630 | 7/19/2023 | 15,271.25  | H&H Wood Recyclers                                                                  |  |
| Supplier Payment | Check | 12631 | 7/19/2023 | 1,988.54   | Inventus Media LLC                                                                  |  |
| Supplier Payment | Check | 12632 | 7/19/2023 | 1,515.25   | Iron Mountain Inc - Remit-To: Iron Mountain - New York                              |  |
| Supplier Payment | Check | 12633 | 7/19/2023 | 6,006.34   | KBT Distributing LLC                                                                |  |
| Supplier Payment | Check | 12634 | 7/19/2023 | 57.52      | Kronos Incorporated - Remit-To: Atlanta                                             |  |
| Supplier Payment | Check | 12635 | 7/19/2023 | 22,542.52  | Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle                           |  |
| Supplier Payment | Check | 12636 | 7/19/2023 | 1,719.89   | Last Mile LLC                                                                       |  |
| Supplier Payment | Check | 12637 | 7/19/2023 | 694.60     | Legacy Laboratory Services Inc                                                      |  |
| Supplier Payment | Check | 12638 | 7/19/2023 | 22,009.11  | Maul Foster & Alongi Inc                                                            |  |
| Supplier Payment | Check | 12639 | 7/19/2023 | 4,474.68   | McFarlanes Bark Inc                                                                 |  |
| Supplier Payment | Check | 12640 | 7/19/2023 | 532.14     | Mini Mix Concrete Inc                                                               |  |
| Supplier Payment | Check | 12641 | 7/19/2023 | 5,423.91   | Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago |  |
| Supplier Payment | Check | 12642 | 7/19/2023 | 1,480.00   | Nancy Pionk Coaching and Consulting, LLC                                            |  |
| Supplier Payment | Check | 12643 | 7/19/2023 | 100.00     | North Clark Historical Museum                                                       |  |
| Supplier Payment | Check | 12644 | 7/19/2023 | 4,431.93   | Northwest Natural Gas Company - Remit-To: NW Natural - Portland                     |  |
| Supplier Payment | Check | 12645 | 7/19/2023 | 16,795.59  | Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources           |  |

## INVOICE PAYMENTS REPORT

|                  |       |       |           |            |                                                                           |  |
|------------------|-------|-------|-----------|------------|---------------------------------------------------------------------------|--|
| Supplier Payment | Check | 12646 | 7/19/2023 | 18,022.65  | Pacific Northwest Pollution Prevention Resources Center                   |  |
| Supplier Payment | Check | 12647 | 7/19/2023 | 1,358.75   | Pallet SPC                                                                |  |
| Supplier Payment | Check | 12648 | 7/19/2023 | 9,571.00   | Parkeon                                                                   |  |
| Supplier Payment | Check | 12649 | 7/19/2023 | 6,722.80   | Passport Labs Inc. - Remit-To: Passport Labs Inc                          |  |
| Supplier Payment | Check | 12650 | 7/19/2023 | 455.00     | Porter W Yett Company                                                     |  |
| Supplier Payment | Check | 12651 | 7/19/2023 | 300.00     | Portland Adventist Medical Center                                         |  |
| Supplier Payment | Check | 12652 | 7/19/2023 | 435.48     | Portland Mechanical Construction LLC                                      |  |
| Supplier Payment | Check | 12653 | 7/19/2023 | 3,512.16   | PPC Solutions Inc                                                         |  |
| Supplier Payment | Check | 12654 | 7/19/2023 | 13,365.80  | Proforce Marketing Inc                                                    |  |
| Supplier Payment | Check | 12655 | 7/19/2023 | 738.89     | Putt Putt to Go LLC                                                       |  |
| Supplier Payment | Check | 12656 | 7/19/2023 | 36.22      | Qwest Corporation - Remit-To: CenturyLink - Phoenix                       |  |
| Supplier Payment | Check | 12657 | 7/19/2023 | 2,877.61   | Qwest Corporation - Remit-To: Qwest Corp- Seattle                         |  |
| Supplier Payment | Check | 12658 | 7/19/2023 | 1,121.25   | RBT Moving LLC                                                            |  |
| Supplier Payment | Check | 12659 | 7/19/2023 | 8,457.27   | RH2 Engineering, Inc.                                                     |  |
| Supplier Payment | Check | 12660 | 7/19/2023 | 1,786.00   | Roger A Bennett Attorney at Law                                           |  |
| Supplier Payment | Check | 12661 | 7/19/2023 | 24,979.26  | San Diego Police Equipment Co Inc                                         |  |
| Supplier Payment | Check | 12662 | 7/19/2023 | 300.00     | Sheldon Wong                                                              |  |
| Supplier Payment | Check | 12663 | 7/19/2023 | 23,299.37  | Software House International SHI - Remit-To: SHI - Dallas                 |  |
| Supplier Payment | Check | 12664 | 7/19/2023 | 9,585.42   | SP Plus Corporation                                                       |  |
| Supplier Payment | Check | 12665 | 7/19/2023 | 7.83       | State of Oregon Department of Transportation - Remit-To: OR DMV - Salem   |  |
| Supplier Payment | Check | 12666 | 7/19/2023 | 1.28       | State of Washington Department of Licensing - Remit-To: DOL - Seattle     |  |
| Supplier Payment | Check | 12667 | 7/19/2023 | 1,737.28   | State of Washington Department of Transportation                          |  |
| Supplier Payment | Check | 12668 | 7/19/2023 | 3,276.68   | Summit Law Group                                                          |  |
| Supplier Payment | Check | 12669 | 7/19/2023 | 1,000.00   | Talk UCM Services Inc                                                     |  |
| Supplier Payment | Check | 12670 | 7/19/2023 | 9,677.52   | Tapani Materials Inc                                                      |  |
| Supplier Payment | Check | 12671 | 7/19/2023 | 410.89     | Triple J Enterprises                                                      |  |
| Supplier Payment | Check | 12672 | 7/19/2023 | 13.22      | United Parcel Service                                                     |  |
| Supplier Payment | Check | 12673 | 7/19/2023 | 143.06     | United States Department of Agriculture - Remit-To: USDA APHIS - St Louis |  |
| Supplier Payment | Check | 12674 | 7/19/2023 | 163.06     | W.B. Sprague Co. Inc.                                                     |  |
| Supplier Payment | Check | 12675 | 7/19/2023 | 4,212.00   | Washington State Criminal Justice Training Commission                     |  |
| Supplier Payment | Check | 12676 | 7/19/2023 | 6,027.61   | Waste Connections of Washington - Remit-To: Waste Connections - Vancouver |  |
| Supplier Payment | Check | 12677 | 7/19/2023 | 9,637.56   | Waste Connections of Washington - Remit-To: Waste Connections - Vancouver |  |
| Supplier Payment | Check | 12678 | 7/19/2023 | 7,487.50   | Water Systems Consulting Inc                                              |  |
| Supplier Payment | Check | 12679 | 7/19/2023 | 14,809.45  | Western Water Works Supply Co Inc                                         |  |
| Supplier Payment | Check | 12680 | 7/19/2023 | 510.50     | Willis Towers Watson Insurance Services West Inc                          |  |
| Supplier Payment | Check | 12681 | 7/19/2023 | 19,622.94  | WSP USA Inc. - Remit-To: WSP USA Inc. Dallas                              |  |
| Supplier Payment | Check | 12682 | 7/19/2023 | 2,282.68   | Zayo Group Holding Inc - Remit-To: Zayo Group Holding Inc                 |  |
| Supplier Payment | Check | 12683 | 7/19/2023 | 18,368.08  | United States Postal Service - Remit-To: United States Postal Service     |  |
| Supplier Payment | Check | 12684 | 7/19/2023 | 415,635.62 | Cables                                                                    |  |
| Supplier Payment | Check | 12685 | 7/25/2023 | 6,580.83   | Clark Public Utility District No. 1                                       |  |
| Supplier Payment | Check | 12686 | 7/25/2023 | 5,304.32   | Aflac                                                                     |  |
| Supplier Payment | Check | 12687 | 7/25/2023 | 1,056.00   | AFSCME Local #307                                                         |  |
| Supplier Payment | Check | 12688 | 7/25/2023 | 491.00     | California State Disbursement Unit                                        |  |
| Supplier Payment | Check | 12689 | 7/25/2023 | 739.90     | Hawaii SDU                                                                |  |
| Supplier Payment | Check | 12690 | 7/25/2023 | 8,712.03   | IAM Local #1374                                                           |  |
| Supplier Payment | Check | 12691 | 7/25/2023 | 875.00     | Life Insurance Company of North America                                   |  |
| Supplier Payment | Check | 12692 | 7/25/2023 | 175.00     | MFS Service Center Inc                                                    |  |
| Supplier Payment | Check | 12693 | 7/25/2023 | 4,290.26   | OPEIU Local #11                                                           |  |
| Supplier Payment | Check | 12694 | 7/25/2023 | 640.00     | OPEIU Local #11                                                           |  |
| Supplier Payment | Check | 12695 | 7/25/2023 | 245.00     | Teamsters Local #58                                                       |  |
| Supplier Payment | Check | 12696 | 7/25/2023 | 3,067.50   | UA Local #290                                                             |  |
| Supplier Payment | Check | 12697 | 7/25/2023 | 1,211.64   | Western Conference of Teamsters                                           |  |
| Supplier Payment | Check | 12697 | 7/25/2023 | 1,211.64   | Western Metal Industry Pension Plan                                       |  |



## INVOICE PAYMENTS REPORT

|                       |       |       |           |            |                                                                           |                                                                                        |
|-----------------------|-------|-------|-----------|------------|---------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| Ad Hoc Payment        | Check | 12698 | 7/26/2023 | 76.39      | Allison,Jessica                                                           | Utility Refunds:<br>0000004512-02                                                      |
| Ad Hoc Payment        | Check | 12699 | 7/26/2023 | 138.14     | Amber M Roeder or Jamie A Simmer                                          | Utility Refunds:<br>0106010620-05                                                      |
| Ad Hoc Payment        | Check | 12700 | 7/26/2023 | 74.66      | Avril Zieline-Brodey, Trustee of the Avril,Zieline-Brodey Living Trust    | Utility Refunds:<br>0063001224-05                                                      |
| Ad Hoc Payment        | Check | 12701 | 7/26/2023 | 246.00     | Chandler,Joel or Kyrie                                                    | Utility Refunds:<br>0000002348-04                                                      |
| Ad Hoc Payment        | Check | 12702 | 7/26/2023 | 168.08     | Clayburn,Joey or Catherine                                                | Utility Refunds:<br>0127001200-02                                                      |
| Ad Hoc Payment        | Check | 12703 | 7/26/2023 | 126.49     | Darlene Keener or Deborah Epperly Surviving Heirs,Estates of Clarence and | Utility Refunds:<br>0077046198-01                                                      |
| Ad Hoc Payment        | Check | 12704 | 7/26/2023 | 168.00     | David,Nestor or Marian                                                    | Utility Refunds:<br>0000002479-03                                                      |
| Ad Hoc Payment        | Check | 12705 | 7/26/2023 | 205.79     | Keinath,David C                                                           | Utility Refunds:<br>0058041350-09                                                      |
| Ad Hoc Payment        | Check | 12706 | 7/26/2023 | 220.16     | Kelley,Chiquita                                                           | Utility Refunds:<br>0002000111-02                                                      |
| Ad Hoc Payment        | Check | 12707 | 7/26/2023 | 101.21     | Kneip,Veronica                                                            | Utility Refunds:<br>0161007255-02                                                      |
| Ad Hoc Payment        | Check | 12708 | 7/26/2023 | 92.22      | Management Trust Account,Houseman Real Estate Property                    | Utility Refunds:<br>0047011200-09                                                      |
| Ad Hoc Payment        | Check | 12709 | 7/26/2023 | 192.50     | Merle Koplan as Trustee of the Koplan Family Trust                        | Utility Refunds:<br>0027011202-02                                                      |
| Ad Hoc Payment        | Check | 12710 | 7/26/2023 | 38.74      | Miguel S or Peggy Lynn or Corrinne Salgado                                | Utility Refunds:<br>0114007004-05                                                      |
| Ad Hoc Payment        | Check | 12711 | 7/26/2023 | 85.09      | Montes,Pamela or Sergio                                                   | Utility Refunds:<br>0099060800-23<br>Consolidated refund created from multiple refunds |
| Ad Hoc Payment        | Check | 12712 | 7/26/2023 | 105.66     | Pahlisch Homes Inc                                                        | Utility Refunds:<br>0500006137-01                                                      |
| Ad Hoc Payment        | Check | 12713 | 7/26/2023 | 47.74      | Peterson,Derek                                                            | Utility Refunds:<br>0112000490-03                                                      |
| Ad Hoc Payment        | Check | 12714 | 7/26/2023 | 63.73      | Piper,Daniel J                                                            | Utility Refunds:<br>0044094600-06                                                      |
| Ad Hoc Payment        | Check | 12715 | 7/26/2023 | 20.74      | Sparks,David                                                              | Utility Refunds:<br>0063058600-15                                                      |
| Ad Hoc Payment        | Check | 12716 | 7/26/2023 | 193.00     | Tracy Carter or Rick Wingender                                            | Utility Refunds:<br>0054005130-02<br>Consolidated refund created from multiple refunds |
| Ad Hoc Payment        | Check | 12717 | 7/26/2023 | 500.00     | Van Nostern,Donald                                                        | Utility Refunds:<br>0046068712-06<br>Consolidated refund created from multiple refunds |
| Ad Hoc Payment        | Check | 12718 | 7/26/2023 | 35.68      | Wildcard Investments                                                      | Utility Refunds:<br>0002000112-01                                                      |
| Ad Hoc Payment        | Check | 12719 | 7/26/2023 | 97.30      | Zenith Properties NW LLC                                                  | Utility Refunds:<br>0058087700-12                                                      |
| Miscellaneous Payment | Check | 12720 | 7/26/2023 | 1,245.00   | Actors in Action, LLC                                                     | Refund of Business License Fees - Business is not in City Limits                       |
| Miscellaneous Payment | Check | 12721 | 7/26/2023 | 105.00     | Alyssa Wyckoff                                                            | Voucher #2010478.030                                                                   |
| Miscellaneous Payment | Check | 12722 | 7/26/2023 | 6.00       | CHICK-FIL-A                                                               | Refund of duplicate payment to Inv#77053103                                            |
| Miscellaneous Payment | Check | 12723 | 7/26/2023 | 1,000.00   | Cirque Entertainment III, LLC                                             | Refund of carnival deposit                                                             |
| Miscellaneous Payment | Check | 12724 | 7/26/2023 | 7,748.22   | Evergreen School District                                                 | CMI-315895 (jobsite: 14300 NE 18th Street 1 of 2)                                      |
| Miscellaneous Payment | Check | 12725 | 7/26/2023 | 57.00      | Fuller Group, LLC                                                         | Refund of duplicate payment to Inv#77053013                                            |
| Miscellaneous Payment | Check | 12726 | 7/26/2023 | 48.00      | Kelsey Moret                                                              | Voucher #2010756.030                                                                   |
| Miscellaneous Payment | Check | 12727 | 7/26/2023 | 120.00     | Marrion Neighborhood Association                                          | 2023 RecycleU                                                                          |
| Miscellaneous Payment | Check | 12728 | 7/26/2023 | 100.00     | North Image Neighborhood Association                                      | 2023 Resource Conservation Challenge                                                   |
| Miscellaneous Payment | Check | 12729 | 7/26/2023 | 2,090.34   | Soil and Water Technologies                                               | Refund of 6 parking permits                                                            |
| Miscellaneous Payment | Check | 12730 | 7/26/2023 | 550.88     | Todd and Trudy Sheets                                                     | RES-340012 (jobsite: 7114 Kansas Street)                                               |
| Miscellaneous Payment | Check | 12731 | 7/26/2023 | 54.00      | TRESCO                                                                    | Refund of operating permit                                                             |
| Miscellaneous Payment | Check | 12732 | 7/26/2023 | 82.00      | Uniquely You Event Venue                                                  | Refund of partial inspection fee due to reduced occupancy level.                       |
| Miscellaneous Payment | Check | 12733 | 7/26/2023 | 1,300.00   | Vancouver for Peace                                                       | Peace and Justice Park Refund                                                          |
| Supplier Payment      | Check | 12734 | 7/26/2023 | 813.75     | Adrienne Crouse                                                           |                                                                                        |
| Supplier Payment      | Check | 12735 | 7/26/2023 | 539.33     | A-Line Asphalt Maintenance Inc                                            |                                                                                        |
| Supplier Payment      | Check | 12736 | 7/26/2023 | 317.00     | Allegiance Benefit Plan Management Inc                                    |                                                                                        |
| Supplier Payment      | Check | 12737 | 7/26/2023 | 761,779.76 | Allied Plumbing and Pumps LLC - Remit-To: Allied Trenchless               |                                                                                        |
| Supplier Payment      | Check | 12738 | 7/26/2023 | 6,560.49   | Allplay Systems LLC                                                       |                                                                                        |
| Supplier Payment      | Check | 12739 | 7/26/2023 | 136.00     | American Sani-Can                                                         |                                                                                        |
| Supplier Payment      | Check | 12740 | 7/26/2023 | 1,215.00   | Amex Products Inc                                                         |                                                                                        |
| Supplier Payment      | Check | 12741 | 7/26/2023 | 482.71     | Annas Consultants Inc                                                     |                                                                                        |
| Supplier Payment      | Check | 12742 | 7/26/2023 | 250.00     | Ann C Banceu                                                              |                                                                                        |

**INVOICE PAYMENTS REPORT**

|                  |       |       |           |            |                                                                                       |
|------------------|-------|-------|-----------|------------|---------------------------------------------------------------------------------------|
| Supplier Payment | Check | 12743 | 7/26/2023 | 146.42     | Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena                   |
| Supplier Payment | Check | 12744 | 7/26/2023 | 32,015.00  | Arborscape Ltd Inc                                                                    |
| Supplier Payment | Check | 12745 | 7/26/2023 | 384,900.95 | B.C.V., Inc                                                                           |
| Supplier Payment | Check | 12746 | 7/26/2023 | 11,658.57  | BHC Consultants LLC                                                                   |
| Supplier Payment | Check | 12747 | 7/26/2023 | 8,641.65   | Bloomberg Finance LP - Remit-To: Bloomberg - Boston                                   |
| Supplier Payment | Check | 12748 | 7/26/2023 | 2,327.95   | Bounce-N-Battle LLC                                                                   |
| Supplier Payment | Check | 12749 | 7/26/2023 | 3,833.47   | Bound Tree Medical LLC                                                                |
| Supplier Payment | Check | 12750 | 7/26/2023 | 275.00     | Bretley Christie                                                                      |
| Supplier Payment | Check | 12751 | 7/26/2023 | 10,464.13  | Brown & Wilson Partnership LLC                                                        |
| Supplier Payment | Check | 12752 | 7/26/2023 | 17,421.75  | Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco                       |
| Supplier Payment | Check | 12753 | 7/26/2023 | 1,059.80   | Carin S. Schienberg                                                                   |
| Supplier Payment | Check | 12754 | 7/26/2023 | 33,153.50  | Celebrite Inc                                                                         |
| Supplier Payment | Check | 12755 | 7/26/2023 | 10,167.02  | Century West Engineering Corp                                                         |
| Supplier Payment | Check | 12756 | 7/26/2023 | 2,172.14   | Chicago Title Company of WA                                                           |
| Supplier Payment | Check | 12757 | 7/26/2023 | 2,956.19   | City of Olympia                                                                       |
| Supplier Payment | Check | 12758 | 7/26/2023 | 57.00      | City of Vancouver - Remit-To: COV Main                                                |
| Supplier Payment | Check | 12759 | 7/26/2023 | 905,742.16 | Clark County - Remit-To: Clark County - Treasurer Vancouver                           |
| Supplier Payment | Check | 12760 | 7/26/2023 | 14,870.70  | Columbia Cascade Company                                                              |
| Supplier Payment | Check | 12761 | 7/26/2023 | 15,000.00  | Columbia Springs                                                                      |
| Supplier Payment | Check | 12762 | 7/26/2023 | 3,312.50   | Consort North America Inc                                                             |
| Supplier Payment | Check | 12763 | 7/26/2023 | 333.25     | Courier Northwest                                                                     |
| Supplier Payment | Check | 12764 | 7/26/2023 | 4,299.09   | Davey Tree Expert Company                                                             |
| Supplier Payment | Check | 12765 | 7/26/2023 | 1,086.01   | Day Management Corp - Remit-To: Day Wireless - Milwaukee                              |
| Supplier Payment | Check | 12766 | 7/26/2023 | 12,978.59  | Distinctive Landscape LLC                                                             |
| Supplier Payment | Check | 12767 | 7/26/2023 | 448.62     | DKS Associates Inc                                                                    |
| Supplier Payment | Check | 12768 | 7/26/2023 | 240.00     | Dominic Hunter                                                                        |
| Supplier Payment | Check | 12769 | 7/26/2023 | 1,177.59   | Echo Electric LLC                                                                     |
| Supplier Payment | Check | 12770 | 7/26/2023 | 14,267.62  | Epic Land Solutions, Inc.                                                             |
| Supplier Payment | Check | 12771 | 7/26/2023 | 9,181.00   | Esther Short Commons LLP                                                              |
| Supplier Payment | Check | 12772 | 7/26/2023 | 340.00     | Evergreen Orchards LLC                                                                |
| Supplier Payment | Check | 12773 | 7/26/2023 | 5,265.00   | Friends of Trees                                                                      |
| Supplier Payment | Check | 12774 | 7/26/2023 | 48,416.05  | Frontier Precision Inc                                                                |
| Supplier Payment | Check | 12775 | 7/26/2023 | 207.35     | Galls LLC                                                                             |
| Supplier Payment | Check | 12776 | 7/26/2023 | 7,000.00   | General Pacific Inc                                                                   |
| Supplier Payment | Check | 12777 | 7/26/2023 | 3,601.16   | Genuine Parts Company - Remit-To: NAPA - Vancouver                                    |
| Supplier Payment | Check | 12778 | 7/26/2023 | 108,206.45 | Gordon Truck Centers                                                                  |
| Supplier Payment | Check | 12779 | 7/26/2023 | 34,116.67  | GreenWorks, P.C.                                                                      |
| Supplier Payment | Check | 12780 | 7/26/2023 | 12,765.00  | Harper Houf Peterson Righellis Inc                                                    |
| Supplier Payment | Check | 12781 | 7/26/2023 | 100,127.12 | HDJ Design Group - Remit-To: HDJ - Portland                                           |
| Supplier Payment | Check | 12782 | 7/26/2023 | 21,336.22  | Herrera Environmental Consultants Inc                                                 |
| Supplier Payment | Check | 12783 | 7/26/2023 | 6,500.00   | Hispanic Metropolitan Chamber                                                         |
| Supplier Payment | Check | 12784 | 7/26/2023 | 230.00     | Ilya Motresku                                                                         |
| Supplier Payment | Check | 12785 | 7/26/2023 | 1,133.48   | Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh |
| Supplier Payment | Check | 12786 | 7/26/2023 | 3,450.00   | James Rickard Day                                                                     |
| Supplier Payment | Check | 12787 | 7/26/2023 | 4,404.29   | James Sauers                                                                          |
| Supplier Payment | Check | 12788 | 7/26/2023 | 1,466.10   | Jamestown Networks                                                                    |
| Supplier Payment | Check | 12789 | 7/26/2023 | 11,607.40  | Janus Youth Programs Inc                                                              |
| Supplier Payment | Check | 12790 | 7/26/2023 | 400.00     | Jason Bryan Ropp                                                                      |
| Supplier Payment | Check | 12791 | 7/26/2023 | 8,000.00   | Jason C. Bailes PLLC                                                                  |
| Supplier Payment | Check | 12792 | 7/26/2023 | 34,515.92  | KBT Distributing LLC                                                                  |
| Supplier Payment | Check | 12793 | 7/26/2023 | 2,783.32   | Kearns & West Inc                                                                     |
| Supplier Payment | Check | 12794 | 7/26/2023 | 3,713.50   | Keller Associates Inc                                                                 |
| Supplier Payment | Check | 12795 | 7/26/2023 | 3,000.00   | Kittelson & Associates Inc                                                            |
| Supplier Payment | Check | 12796 | 7/26/2023 | 571.23     | Kona Ice                                                                              |
| Supplier Payment | Check | 12797 | 7/26/2023 | 1,250.00   | KPFF Inc.                                                                             |
| Supplier Payment | Check | 12798 | 7/26/2023 | 2,227.50   | Kramer Gehlen & Associates                                                            |
| Supplier Payment | Check | 12799 | 7/26/2023 | 36,819.41  | L.N. Curtis & Sons - Remit-To: Supplier L.N. Curtis & Sons                            |
| Supplier Payment | Check | 12800 | 7/26/2023 | 574,302.72 | Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle                             |
| Supplier Payment | Check | 12801 | 7/26/2023 | 891.09     | Last Mile LLC                                                                         |
| Supplier Payment | Check | 12802 | 7/26/2023 | 40,675.37  | Life Insurance Company of North America                                               |
| Supplier Payment | Check | 12803 | 7/26/2023 | 1,891.67   | Limitless Vinyl & Graphics LLC                                                        |
| Supplier Payment | Check | 12804 | 7/26/2023 | 47.36      | MediCopy Services, Inc                                                                |
| Supplier Payment | Check | 12805 | 7/26/2023 | 4,318.22   | Mobes Business Forms                                                                  |

## INVOICE PAYMENTS REPORT

|                      |                |              |                |              |                                                                                     |                        |
|----------------------|----------------|--------------|----------------|--------------|-------------------------------------------------------------------------------------|------------------------|
| Supplier Payment     | Check          | 12806        | 7/26/2023      | 5,425.68     | Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago |                        |
| Supplier Payment     | Check          | 12807        | 7/26/2023      | 600.00       | Nagra & Atwal Corporation                                                           |                        |
| Supplier Payment     | Check          | 12808        | 7/26/2023      | 4,997.80     | National Park Service - Remit-To: National Park Service - Pearson Lease             |                        |
| Supplier Payment     | Check          | 12809        | 7/26/2023      | 35,632.25    | Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources           |                        |
| Supplier Payment     | Check          | 12810        | 7/26/2023      | 291.50       | Parkeon                                                                             |                        |
| Supplier Payment     | Check          | 12811        | 7/26/2023      | 9,496.80     | Poppulo Inc                                                                         |                        |
| Supplier Payment     | Check          | 12812        | 7/26/2023      | 70.00        | Porter W Yett Company                                                               |                        |
| Supplier Payment     | Check          | 12813        | 7/26/2023      | 2,488.32     | PPC Solutions Inc                                                                   |                        |
| Supplier Payment     | Check          | 12814        | 7/26/2023      | 2,627.65     | Quakehold Industrial, Inc.                                                          |                        |
| Supplier Payment     | Check          | 12815        | 7/26/2023      | 3,223.68     | Rapco Industries Inc                                                                |                        |
| Supplier Payment     | Check          | 12816        | 7/26/2023      | 4,089.00     | Rapid Response Bio Clean Inc.                                                       |                        |
| Supplier Payment     | Check          | 12817        | 7/26/2023      | 22,379.21    | San Diego Police Equipment Co Inc                                                   |                        |
| Supplier Payment     | Check          | 12818        | 7/26/2023      | 1,670.00     | Scott Edwards Architecture LLP                                                      |                        |
| Supplier Payment     | Check          | 12819        | 7/26/2023      | 9,783.80     | Site Workshop Landscape Architecture, LLC                                           |                        |
| Supplier Payment     | Check          | 12820        | 7/26/2023      | 260.88       | Soha Sign                                                                           |                        |
| Supplier Payment     | Check          | 12821        | 7/26/2023      | 3,000.00     | The Amy VanCamp Experience LLC                                                      |                        |
| Supplier Payment     | Check          | 12822        | 7/26/2023      | 4,785.00     | Triangle Resources Inc                                                              |                        |
| Supplier Payment     | Check          | 12823        | 7/26/2023      | 1,426.07     | Trilogy MedWaste West, LLC                                                          |                        |
| Supplier Payment     | Check          | 12824        | 7/26/2023      | 32.00        | Vancouver Aire LLC                                                                  |                        |
| Supplier Payment     | Check          | 12825        | 7/26/2023      | 31,875.00    | Vancouver Watersheds Council                                                        |                        |
| Supplier Payment     | Check          | 12826        | 7/26/2023      | 163.06       | W.B. Sprague Co. Inc.                                                               |                        |
| Supplier Payment     | Check          | 12827        | 7/26/2023      | 1,397.60     | Walter E. Nelson Company                                                            |                        |
| Supplier Payment     | Check          | 12828        | 7/26/2023      | 45,364.82    | Waste Connections of Washington - Remit-To: Waste Connections - Vancouver           |                        |
| Supplier Payment     | Check          | 12829        | 7/26/2023      | 2,407.62     | Wolff Specialties LLC                                                               |                        |
|                      |                |              | Check          | 7,671,854.21 |                                                                                     |                        |
| Expense Payment      | Direct Deposit | EFT-00204351 | 7/13/2023      | 40.00        | Todd Knoeppel                                                                       | Employee Reimbursement |
| Expense Payment      | Direct Deposit | EFT-00204352 | 7/13/2023      | 102.12       | Raymond Egan                                                                        | Employee Reimbursement |
| Expense Payment      | Direct Deposit | EFT-00204353 | 7/13/2023      | 162.68       | Ian Crawford                                                                        | Employee Reimbursement |
| Expense Payment      | Direct Deposit | EFT-00204354 | 7/13/2023      | 195.00       | Adam Gibson                                                                         | Employee Reimbursement |
| Cash Advance Payment | Direct Deposit | EFT-00204355 | 7/13/2023      | 181.50       | Ty Stober                                                                           | Travel Advance         |
| Expense Payment      | Direct Deposit | EFT-00204356 | 7/13/2023      | 276.52       | Matthew Mather                                                                      | Employee Reimbursement |
| Cash Advance Payment | Direct Deposit | EFT-00204357 | 7/13/2023      | 279.50       | Sheila Andrews                                                                      | Travel Advance         |
| Expense Payment      | Direct Deposit | EFT-00204358 | 7/13/2023      | 171.47       | Anne McEnery-Ogle                                                                   | Employee Reimbursement |
| Cash Advance Payment | Direct Deposit | EFT-00204359 | 7/13/2023      | 279.50       | Lonny Klugman                                                                       | Travel Advance         |
| Cash Advance Payment | Direct Deposit | EFT-00204360 | 7/13/2023      | 279.50       | Jamie Spinelli                                                                      | Travel Advance         |
| Cash Advance Payment | Direct Deposit | EFT-00204361 | 7/13/2023      | 159.75       | Diana Perez                                                                         | Travel Advance         |
| Expense Payment      | Direct Deposit | EFT-00204403 | 7/20/2023      | 18.12        | Robert Givens                                                                       | Employee Reimbursement |
| Expense Payment      | Direct Deposit | EFT-00204404 | 7/20/2023      | 60.00        | Robert Block                                                                        | Employee Reimbursement |
| Expense Payment      | Direct Deposit | EFT-00204405 | 7/20/2023      | 136.00       | Phillip Medina                                                                      | Employee Reimbursement |
| Expense Payment      | Direct Deposit | EFT-00204406 | 7/20/2023      | 91.61        | Mike Cero                                                                           | Employee Reimbursement |
| Expense Payment      | Direct Deposit | EFT-00204407 | 7/20/2023      | 150.65       | Taylor Cochran                                                                      | Employee Reimbursement |
| Cash Advance Payment | Direct Deposit | EFT-00204408 | 7/20/2023      | 185.00       | Tammy Michelson                                                                     | Travel Advance         |
| Cash Advance Payment | Direct Deposit | EFT-00204409 | 7/20/2023      | 78.75        | Eric Holmes                                                                         | Travel Advance         |
| Cash Advance Payment | Direct Deposit | EFT-00204410 | 7/20/2023      | 324.50       | Dustin Nicholson                                                                    | Travel Advance         |
| Expense Payment      | Direct Deposit | EFT-00206429 | 7/27/2023      | 138.15       | Chad Eiken                                                                          | Employee Reimbursement |
| Expense Payment      | Direct Deposit | EFT-00206430 | 7/27/2023      | 142.03       | Jerek Laursen                                                                       | Employee Reimbursement |
| Expense Payment      | Direct Deposit | EFT-00206431 | 7/27/2023      | 123.79       | James Dewey                                                                         | Employee Reimbursement |
| Expense Payment      | Direct Deposit | EFT-00206432 | 7/27/2023      | 77.80        | Lonny Klugman                                                                       | Employee Reimbursement |
| Expense Payment      | Direct Deposit | EFT-00206433 | 7/27/2023      | 165.85       | Jeremiah Cooper                                                                     | Employee Reimbursement |
| Cash Advance Payment | Direct Deposit | EFT-00206434 | 7/27/2023      | 187.00       | Olivia Holden                                                                       | Travel Advance         |
|                      |                |              | Direct Deposit | 4,006.79     |                                                                                     |                        |
| Supplier Payment     | EFT            | EFT-00204255 | 7/10/2023      | 15,910.51    | Allegiance Benefit Plan Management Inc                                              |                        |
| Supplier Payment     | EFT            | EFT-00204256 | 7/10/2023      | 144.43       | Legal Shield                                                                        |                        |
| Supplier Payment     | EFT            | EFT-00204257 | 7/10/2023      | 24,482.81    | IAFF Local #452                                                                     |                        |
| Supplier Payment     | EFT            | EFT-00204258 | 7/10/2023      | 950.40       | Vancouver Command Guild                                                             |                        |
| Supplier Payment     | EFT            | EFT-00204259 | 7/10/2023      | 12,173.16    | Vancouver Police Officer Guild                                                      |                        |
| Supplier Payment     | EFT            | EFT-00204362 | 7/13/2023      | 6,619.83     | George Elevator Service LLC                                                         |                        |
| Supplier Payment     | EFT            | EFT-00204363 | 7/13/2023      | 18,261.60    | Questica Software Inc.                                                              |                        |
| Supplier Payment     | EFT            | EFT-00204364 | 7/13/2023      | 2,445.75     | Better Air Northwest, LLC                                                           |                        |
| Supplier Payment     | EFT            | EFT-00204365 | 7/13/2023      | 4,487.34     | Eagle Newspaper Inc                                                                 |                        |
| Supplier Payment     | EFT            | EFT-00204366 | 7/13/2023      | 2,188.32     | Canopy Wellbeing                                                                    |                        |
| Supplier Payment     | EFT            | EFT-00204367 | 7/13/2023      | 96,941.30    | Del Sol Inc                                                                         |                        |
| Supplier Payment     | EFT            | EFT-00204368 | 7/13/2023      | 23,000.00    | Vancouver Downtown Association                                                      |                        |
| Supplier Payment     | EFT            | EFT-00204369 | 7/13/2023      | 368.86       | Retail Lockbox Inc                                                                  |                        |
| Supplier Payment     | EFT            | EFT-00204370 | 7/13/2023      | 146,443.68   | MacKay Sposito Inc                                                                  |                        |
| Supplier Payment     | EFT            | EFT-00204371 | 7/13/2023      | 370.77       | McKesson Medical Surgical Inc                                                       |                        |
| Supplier Payment     | EFT            | EFT-00204372 | 7/13/2023      | 3,180.00     | Salazar Architect Inc                                                               |                        |
| Supplier Payment     | EFT            | EFT-00204373 | 7/13/2023      | 11,929.83    | Rexel USA Inc                                                                       |                        |
| Supplier Payment     | EFT            | EFT-00204374 | 7/13/2023      | 371.06       | Workforce Southwest Washington                                                      |                        |
| Supplier Payment     | EFT            | EFT-00204375 | 7/13/2023      | 1,952.45     | Consolidated Supply Co                                                              |                        |
| Supplier Payment     | EFT            | EFT-00204376 | 7/13/2023      | 4,265.00     | Brad Piesch Aggressive Enterprises, Inc                                             |                        |
| Supplier Payment     | EFT            | EFT-00204377 | 7/13/2023      | 127,502.30   | Lee Contractors LLC                                                                 |                        |

## INVOICE PAYMENTS REPORT

|                  |     |              |           |              |                                                               |
|------------------|-----|--------------|-----------|--------------|---------------------------------------------------------------|
| Supplier Payment | EFT | EFT-00204378 | 7/13/2023 | 160,794.68   | Rotschy Inc                                                   |
| Supplier Payment | EFT | EFT-00204379 | 7/13/2023 | 40.81        | Ziply Fiber                                                   |
| Supplier Payment | EFT | EFT-00204380 | 7/13/2023 | 2,151.01     | Accurate Investigation Services                               |
| Supplier Payment | EFT | EFT-00204381 | 7/13/2023 | 1,195.12     | Fire Systems West                                             |
| Supplier Payment | EFT | EFT-00204382 | 7/13/2023 | 27,447.33    | North Cascades Excavating, LLC                                |
| Supplier Payment | EFT | EFT-00204383 | 7/13/2023 | 405,217.37   | Ross Builders Northwest, LLC                                  |
| Supplier Payment | EFT | EFT-00204384 | 7/13/2023 | 22,785.02    | Share Inc                                                     |
| Supplier Payment | EFT | EFT-00204385 | 7/13/2023 | 7,500.00     | Arbutus Consulting LLC                                        |
| Supplier Payment | EFT | EFT-00204386 | 7/13/2023 | 12,929.04    | Power Systems West                                            |
| Supplier Payment | EFT | EFT-00204387 | 7/13/2023 | 29,700.00    | Workday Inc                                                   |
| Supplier Payment | EFT | EFT-00204388 | 7/13/2023 | 537.28       | Praxair Distribution Inc                                      |
| Supplier Payment | EFT | EFT-00204389 | 7/13/2023 | 14,661.55    | Wapiti NW LLC                                                 |
| Supplier Payment | EFT | EFT-00204390 | 7/13/2023 | 114,144.01   | Jeffrey D. Barrar, PS                                         |
| Supplier Payment | EFT | EFT-00204391 | 7/13/2023 | 57,874.05    | SDB Inc                                                       |
| Supplier Payment | EFT | EFT-00204392 | 7/13/2023 | 929.25       | Allegiance Benefit Plan Management Inc - Remit-To: Pensioners |
| Supplier Payment | EFT | EFT-00204393 | 7/13/2023 | 1,098.00     | Miller Mendel Inc                                             |
| Supplier Payment | EFT | EFT-00204394 | 7/13/2023 | 19,177.47    | Live Love Outreach                                            |
| Supplier Payment | EFT | EFT-00204395 | 7/13/2023 | 30,550.00    | Otak Inc                                                      |
| Supplier Payment | EFT | EFT-00204396 | 7/13/2023 | 10,620.44    | Waxie's Enterprises Inc                                       |
| Supplier Payment | EFT | EFT-00204397 | 7/13/2023 | 30,114.82    | Key Code Media, Inc                                           |
| Supplier Payment | EFT | EFT-00204398 | 7/13/2023 | 5,106.86     | HDR Engineering Inc - Remit-To: HDR Engineering - Chicago     |
| Supplier Payment | EFT | EFT-00204399 | 7/13/2023 | 23,751.33    | Parker Pacific Development LLC                                |
| Supplier Payment | EFT | EFT-00204400 | 7/13/2023 | 149,585.26   | Halbert Construction Services LLC                             |
| Supplier Payment | EFT | EFT-00204401 | 7/13/2023 | 1,607.66     | Linguava Interpreters Inc                                     |
| Supplier Payment | EFT | EFT-00204402 | 7/13/2023 | 9,509.08     | Limeade, Inc                                                  |
| Supplier Payment | EFT | EFT-00204411 | 7/20/2023 | 2,412.50     | Cascadia Partners LLC                                         |
| Supplier Payment | EFT | EFT-00204412 | 7/20/2023 | 7,002.82     | Pacific Northern Environmental LLC                            |
| Supplier Payment | EFT | EFT-00204413 | 7/20/2023 | 5,000.00     | Greater Portland Inc                                          |
| Supplier Payment | EFT | EFT-00204414 | 7/20/2023 | 1,860.11     | Emerald Services Inc                                          |
| Supplier Payment | EFT | EFT-00204415 | 7/20/2023 | 18,908.63    | Live Love Outreach                                            |
| Supplier Payment | EFT | EFT-00204416 | 7/20/2023 | 5,849.15     | Key Code Media, Inc                                           |
| Supplier Payment | EFT | EFT-00204417 | 7/20/2023 | 2,102.50     | Six Degrees Inc                                               |
| Supplier Payment | EFT | EFT-00204418 | 7/20/2023 | 1,950.00     | Haley & Aldrich, Inc                                          |
| Supplier Payment | EFT | EFT-00204419 | 7/20/2023 | 3,644.04     | Eagle Newspaper Inc                                           |
| Supplier Payment | EFT | EFT-00204420 | 7/20/2023 | 10,886.80    | Opis Architecture LLP                                         |
| Supplier Payment | EFT | EFT-00204421 | 7/20/2023 | 19,846.78    | Outsiderinn.org                                               |
| Supplier Payment | EFT | EFT-00204422 | 7/20/2023 | 7,274.78     | Retail Lockbox Inc                                            |
| Supplier Payment | EFT | EFT-00204423 | 7/20/2023 | 15,536.25    | ERP Analysts, Inc.                                            |
| Supplier Payment | EFT | EFT-00204424 | 7/20/2023 | 7,208.67     | Vancouvercenter Condominium Association                       |
| Supplier Payment | EFT | EFT-00204425 | 7/20/2023 | 1,483.24     | State of Washington Consolidated Technology Services          |
| Supplier Payment | EFT | EFT-00204426 | 7/20/2023 | 348.00       | Rotschy Inc                                                   |
| Supplier Payment | EFT | EFT-00204427 | 7/20/2023 | 8,500.00     | Pacific Talent Inc                                            |
| Supplier Payment | EFT | EFT-00204428 | 7/20/2023 | 95.00        | T2 Systems Inc - Remit-To: T2- Atlanta                        |
| Supplier Payment | EFT | EFT-00204429 | 7/20/2023 | 1,980.00     | Allegiance Benefit Plan Management Inc                        |
| Supplier Payment | EFT | EFT-00204430 | 7/20/2023 | 140.00       | Brad Piesch Aggressive Enterprises, Inc                       |
| Supplier Payment | EFT | EFT-00204431 | 7/20/2023 | 3,500.00     | Steven Fulmer                                                 |
| Supplier Payment | EFT | EFT-00204432 | 7/20/2023 | 3,151.56     | Fehr & Peers                                                  |
| Supplier Payment | EFT | EFT-00204433 | 7/20/2023 | 9,016.68     | Fire Systems West                                             |
| Supplier Payment | EFT | EFT-00204434 | 7/20/2023 | 286,348.00   | Western United Civil Group, LLC                               |
| Supplier Payment | EFT | EFT-00204435 | 7/20/2023 | 1,185.15     | Otak Inc                                                      |
| Supplier Payment | EFT | EFT-00204436 | 7/20/2023 | 184.13       | Praxair Distribution Inc                                      |
| Supplier Payment | EFT | EFT-00204437 | 7/20/2023 | 16,930.43    | Superior, LLC                                                 |
| Supplier Payment | EFT | EFT-00204438 | 7/20/2023 | 79,105.22    | Share Inc                                                     |
| Supplier Payment | EFT | EFT-00204439 | 7/20/2023 | 9,002.01     | Sonic Boom Wellness LLC                                       |
| Supplier Payment | EFT | EFT-00206306 | 7/25/2023 | 12,357.57    | Vancouver Police Officer Guild                                |
| Supplier Payment | EFT | EFT-00206307 | 7/25/2023 | 950.40       | Vancouver Command Guild                                       |
| Supplier Payment | EFT | EFT-00206308 | 7/25/2023 | 24,779.69    | IAFF Local #452                                               |
| Supplier Payment | EFT | EFT-00206309 | 7/25/2023 | 15,827.18    | Allegiance Benefit Plan Management Inc                        |
| Supplier Payment | EFT | EFT-00206310 | 7/25/2023 | 144.43       | Legal Shield                                                  |
| Supplier Payment | EFT | EFT-00206435 | 7/27/2023 | 114,065.30   | Halme Excavating Inc                                          |
| Supplier Payment | EFT | EFT-00206436 | 7/27/2023 | 2,786.10     | Lifeline Connections                                          |
| Supplier Payment | EFT | EFT-00206437 | 7/27/2023 | 6,278.32     | Council for the Homeless                                      |
| Supplier Payment | EFT | EFT-00206438 | 7/27/2023 | 5,045.00     | Pitney Bowes Inc                                              |
| Supplier Payment | EFT | EFT-00206439 | 7/27/2023 | 774.51       | Praxair Distribution Inc                                      |
| Supplier Payment | EFT | EFT-00206440 | 7/27/2023 | 12,186.12    | Wapiti NW LLC                                                 |
| Supplier Payment | EFT | EFT-00206441 | 7/27/2023 | 50,607.65    | Share Inc                                                     |
| Supplier Payment | EFT | EFT-00206442 | 7/27/2023 | 4,118.00     | Andrews Terry Jeffers LLP                                     |
| Supplier Payment | EFT | EFT-00206443 | 7/27/2023 | 19,803.00    | Otak Inc                                                      |
| Supplier Payment | EFT | EFT-00206444 | 7/27/2023 | 2,335.52     | Jacobs Engineering Group Inc                                  |
| Supplier Payment | EFT | EFT-00206445 | 7/27/2023 | 3,362.88     | Pacific Talent Inc                                            |
| Supplier Payment | EFT | EFT-00206446 | 7/27/2023 | 1,004,312.12 | Rotschy Inc                                                   |
| Supplier Payment | EFT | EFT-00206447 | 7/27/2023 | 3,050.00     | PBS Engineering and Environmental Inc                         |
| Supplier Payment | EFT | EFT-00206448 | 7/27/2023 | 10,696.35    | State of Washington Auditor's Office                          |
| Supplier Payment | EFT | EFT-00206449 | 7/27/2023 | 5,186.59     | New Life Friends Church                                       |

## INVOICE PAYMENTS REPORT

|                          |             |              |           |                     |                                                                       |
|--------------------------|-------------|--------------|-----------|---------------------|-----------------------------------------------------------------------|
| Supplier Payment         | EFT         | EFT-00206450 | 7/27/2023 | 8,167.72            | Lasko Printing Specialties Inc                                        |
| Supplier Payment         | EFT         | EFT-00206451 | 7/27/2023 | 16,158.75           | First Forty Feet LLC                                                  |
| Supplier Payment         | EFT         | EFT-00206452 | 7/27/2023 | 25,530.82           | Columbia West Engineering                                             |
| Supplier Payment         | EFT         | EFT-00206453 | 7/27/2023 | 40.81               | Ziply Fiber                                                           |
| Supplier Payment         | EFT         | EFT-00206454 | 7/27/2023 | 14,035.18           | Fire Systems West                                                     |
| Supplier Payment         | EFT         | EFT-00206455 | 7/27/2023 | 44,512.65           | Consolidated Electrical Distribution                                  |
| Supplier Payment         | EFT         | EFT-00206456 | 7/27/2023 | 8,444.50            | Marten Law LLP                                                        |
| Supplier Payment         | EFT         | EFT-00206457 | 7/27/2023 | 343.75              | Investigative Solutions LLC                                           |
| Supplier Payment         | EFT         | EFT-00206458 | 7/27/2023 | 6,360.75            | MacKay Sposito Inc                                                    |
| Supplier Payment         | EFT         | EFT-00206459 | 7/27/2023 | 1,332.54            | Purple Communications Inc                                             |
| Supplier Payment         | EFT         | EFT-00206460 | 7/27/2023 | 7,087.50            | Avolve Software Corp                                                  |
| Supplier Payment         | EFT         | EFT-00206461 | 7/27/2023 | 3,199.55            | Universal Field Services Inc                                          |
| Supplier Payment         | EFT         | EFT-00206462 | 7/27/2023 | 6,404.02            | NW Furniture Bank                                                     |
| Supplier Payment         | EFT         | EFT-00206463 | 7/27/2023 | 4,545.66            | Waxie's Enterprises Inc                                               |
| Supplier Payment         | EFT         | EFT-00206464 | 7/27/2023 | 9,274.75            | Sequence Graphics LLC - Remit-To: Sequence_Graphics                   |
| Supplier Payment         | EFT         | EFT-00206465 | 7/27/2023 | 6,965.00            | United Site Services of Nevada, Inc.                                  |
| Supplier Payment         | EFT         | EFT-00206466 | 7/27/2023 | 47,394.36           | HDR Engineering Inc - Remit-To: HDR Engineering - Chicago             |
| Supplier Payment         | EFT         | EFT-00206467 | 7/27/2023 | 61,471.19           | Outsiderinn.org                                                       |
| Supplier Payment         | EFT         | EFT-00206468 | 7/27/2023 | 22,954.18           | SDB Inc                                                               |
| Supplier Payment         | EFT         | EFT-00206469 | 7/27/2023 | 15,211.13           | Operations Management International Inc                               |
| Supplier Payment         | EFT         | EFT-00206470 | 7/27/2023 | 62.49               | Workforce Southwest Washington                                        |
|                          |             | EFT          |           | <b>3,781,633.32</b> |                                                                       |
| Supplier Payment         | Manual Wire |              | 7/3/2023  | 52,194.19           | JP Morgan Chase Bank, N.A.                                            |
| Supplier Payment         | Manual Wire |              | 7/10/2023 | 1,281.80            | Vancouver Fire Command Officers                                       |
| Supplier Payment         | Manual Wire |              | 7/10/2023 | 22,481.27           | Western States Health & Welfare Trust                                 |
| Supplier Payment         | Manual Wire |              | 7/10/2023 | 88,897.80           | Washington State Firefighters                                         |
| Supplier Payment         | Manual Wire |              | 7/10/2023 | 24,557.75           | Vancouver Firefighters Union Health & Welfare Trust                   |
| Supplier Payment         | Manual Wire |              | 7/10/2023 | 743.50              | Oregon SDU                                                            |
| Supplier Payment         | Manual Wire |              | 7/10/2023 | 267,288.65          | International City Management Association Retirement Corporation      |
| Supplier Payment         | Manual Wire |              | 7/10/2023 | 5,407.95            | Washington SDU                                                        |
| Supplier Payment         | Manual Wire |              | 7/10/2023 | 52,303.22           | State of Washington Department of Retirement Systems (DRS)            |
| Supplier Payment         | Manual Wire |              | 7/10/2023 | 200,828.40          | Western States Health & Welfare Trust                                 |
| Supplier Payment         | Manual Wire |              | 7/10/2023 | 8,108.50            | VSP Vision Care Inc                                                   |
| Supplier Payment         | Manual Wire |              | 7/10/2023 | 12,135.47           | Washington Dental Service                                             |
| Supplier Payment         | Manual Wire |              | 7/10/2023 | 641,661.53          | Vancouver Firefighters Union Health & Welfare Trust                   |
| Supplier Payment         | Manual Wire |              | 7/10/2023 | 193,493.74          | Blue Cross Blue Shield of Oregon                                      |
| Supplier Payment         | Manual Wire |              | 7/10/2023 | 463.06              | Allegiance Benefit Plan Management Inc - Remit-To: COBRA              |
| Supplier Payment         | Manual Wire |              | 7/10/2023 | 1,125.00            | Bank Of America N.A. - Remit-To: Charlotte NC                         |
| Supplier Payment         | Manual Wire |              | 7/11/2023 | 1,164,443.22        | Internal Revenue Service                                              |
| Supplier Payment         | Manual Wire |              | 7/11/2023 | 22,204.94           | United States Postal Service                                          |
| Supplier Payment         | Manual Wire |              | 7/11/2023 | 308.97              | Keybank National Association                                          |
| Supplier Payment         | Manual Wire |              | 7/12/2023 | 3.00                | City of Portland Revenue Division                                     |
| Supplier Payment         | Manual Wire |              | 7/12/2023 | 39,208.41           | State of Oregon Department of Revenue                                 |
| Supplier Payment         | Manual Wire |              | 7/13/2023 | 844,561.32          | State of Washington Department of Retirement Systems (DRS)            |
| Supplier Payment         | Manual Wire |              | 7/13/2023 | 13,477.04           | Bank Of America N.A. - Remit-To: Charlotte NC                         |
| Supplier Payment         | Manual Wire |              | 7/13/2023 | 3,612.00            | State of Washington Department of Licensing - Remit-To: DOL - Seattle |
| Supplier Payment         | Manual Wire |              | 7/13/2023 | 76,444.07           | Liberty Mutual Group Inc.                                             |
| Procurement Card Payment | Manual Wire |              | 7/13/2023 | 911,728.90          | CoV JPM Procurement Card                                              |
| Supplier Payment         | Manual Wire |              | 7/14/2023 | 1,171,450.00        | Chicago Title Company of WA                                           |
| Supplier Payment         | Manual Wire |              | 7/14/2023 | 3,378.00            | State of Washington Department of Licensing - Remit-To: DOL - Seattle |
| Supplier Payment         | Manual Wire |              | 7/17/2023 | 268,208.75          | The Bank Of New York Mellon Trust Company                             |



## INVOICE PAYMENTS REPORT

|                  |             |  |                |               |                                                                                      |                                                 |
|------------------|-------------|--|----------------|---------------|--------------------------------------------------------------------------------------|-------------------------------------------------|
| Supplier Payment | Manual Wire |  | 7/17/2023      | 52,031.68     | Clark County - Remit-To:<br>Clark County - Treasurer<br>Vancouver                    |                                                 |
| Supplier Payment | Manual Wire |  | 7/17/2023      | 18,412.90     | Washington Dental Service                                                            |                                                 |
| Supplier Payment | Manual Wire |  | 7/17/2023      | 237,808.89    | Blue Cross Blue Shield of<br>Oregon                                                  |                                                 |
| Supplier Payment | Manual Wire |  | 7/17/2023      | 139.65        | Bank Of America N.A. -<br>Remit-To: Account Analysis                                 |                                                 |
| Supplier Payment | Manual Wire |  | 7/18/2023      | 1,515.24      | VSP Vision Care Inc                                                                  |                                                 |
| Supplier Payment | Manual Wire |  | 7/18/2023      | 89,155.30     | Blue Cross Blue Shield of<br>Oregon                                                  |                                                 |
| Supplier Payment | Manual Wire |  | 7/19/2023      | 59,190.23     | Liberty Mutual Group Inc.                                                            |                                                 |
| Supplier Payment | Manual Wire |  | 7/20/2023      | 6,311.58      | Washington Dental Service                                                            |                                                 |
| Supplier Payment | Manual Wire |  | 7/20/2023      | 89,888.92     | Reliastar Life Insurance Co                                                          |                                                 |
| Supplier Payment | Manual Wire |  | 7/20/2023      | 294.00        | State of Washington<br>Department of Licensing -<br>Remit-To: DOL - Seattle<br>Remit |                                                 |
| Supplier Payment | Manual Wire |  | 7/21/2023      | 40,173.96     | State of Washington<br>Department of Revenue                                         |                                                 |
| Supplier Payment | Manual Wire |  | 7/21/2023      | 64,245.21     | Paymentus Corporation                                                                |                                                 |
| Supplier Payment | Manual Wire |  | 7/24/2023      | 18,347.22     | Washington Dental Service                                                            |                                                 |
| Supplier Payment | Manual Wire |  | 7/24/2023      | 210,549.72    | Blue Cross Blue Shield of<br>Oregon                                                  |                                                 |
| Supplier Payment | Manual Wire |  | 7/24/2023      | 385,380.50    | Kaiser Permanente - Remit-<br>To: Kaiser Permanente                                  |                                                 |
| Supplier Payment | Manual Wire |  | 7/25/2023      | 27,684.48     | Washington State<br>Firefighters                                                     |                                                 |
| Supplier Payment | Manual Wire |  | 7/25/2023      | 24,435.72     | Vancouver Firefighters<br>Union Health & Welfare<br>Trust                            |                                                 |
| Supplier Payment | Manual Wire |  | 7/25/2023      | 2,848.45      | Vancouver Fire Command<br>Officers                                                   |                                                 |
| Supplier Payment | Manual Wire |  | 7/25/2023      | 743.50        | Oregon SDU                                                                           |                                                 |
| Supplier Payment | Manual Wire |  | 7/25/2023      | 266,881.52    | International City<br>Management Association<br>Retirement Corporation               |                                                 |
| Supplier Payment | Manual Wire |  | 7/25/2023      | 5,407.95      | Washington SDU                                                                       |                                                 |
| Supplier Payment | Manual Wire |  | 7/25/2023      | 22,481.27     | Western States Health &<br>Welfare Trust                                             |                                                 |
| Supplier Payment | Manual Wire |  | 7/25/2023      | 53,695.13     | State of Washington<br>Department of Retirement<br>Systems (DRS)                     |                                                 |
| Supplier Payment | Manual Wire |  | 7/26/2023      | 3,098.10      | Internal Revenue Service                                                             |                                                 |
| Supplier Payment | Manual Wire |  | 7/26/2023      | 1,200,529.80  | Internal Revenue Service                                                             |                                                 |
| Supplier Payment | Manual Wire |  | 7/26/2023      | 433,174.25    | State of Washington<br>Department of Revenue                                         |                                                 |
| Supplier Payment | Manual Wire |  | 7/27/2023      | 45,185.57     | State of Oregon<br>Department of Revenue                                             |                                                 |
| Supplier Payment | Manual Wire |  | 7/27/2023      | 3.00          | City of Portland Revenue<br>Division                                                 |                                                 |
| Supplier Payment | Manual Wire |  | 7/27/2023      | 93.00         | Internal Revenue Service                                                             |                                                 |
| Supplier Payment | Manual Wire |  | 7/27/2023      | 849,034.72    | State of Washington<br>Department of Retirement<br>Systems (DRS)                     |                                                 |
| Supplier Payment | Manual Wire |  | 7/27/2023      | 10,652.04     | Bank Of America N.A. -<br>Remit-To: Charlotte NC                                     |                                                 |
| Supplier Payment | Manual Wire |  | 7/28/2023      | 78,605.20     | Liberty Mutual Group Inc.                                                            |                                                 |
|                  |             |  | Manual Wire    | 10,389,999.15 |                                                                                      |                                                 |
|                  |             |  | Checks         | 7,671,854.21  |                                                                                      |                                                 |
|                  |             |  | Direct Deposit | 4,006.79      |                                                                                      |                                                 |
|                  |             |  | EFT            | 3,781,633.32  |                                                                                      |                                                 |
|                  |             |  |                |               |                                                                                      |                                                 |
|                  |             |  | 7/17/2023      | 6,730.80      | City Payments                                                                        | Posted 07-10-23 to 07-16-23                     |
|                  |             |  | 7/24/2023      | 4,711.18      | City Payments                                                                        | Posted 07-17-23 to 07-23-23                     |
|                  |             |  | 7/31/2023      | 84,145.29     | City Payments                                                                        | Posted 07-24-23 to 07-30-23                     |
|                  |             |  | Hansen Total   | 95,587.27     |                                                                                      |                                                 |
|                  |             |  |                |               |                                                                                      |                                                 |
|                  |             |  | 7/17/2023      | 4,094.82      | Miscellaneous                                                                        | Parks Class Refunds FCC<br>07-10-23 to 07-16-23 |
|                  |             |  | 7/17/2023      | 498.00        | Miscellaneous                                                                        | Parks Class Refunds MCC<br>07-10-23 to 07-16-23 |
|                  |             |  | 7/24/2023      | 2,312.00      | Miscellaneous                                                                        | Parks Class Refunds FCC<br>07-17-23 to 07-23-23 |
|                  |             |  | 7/24/2023      | 3,142.34      | Miscellaneous                                                                        | Parks Class Refunds MCC<br>07-17-23 to 07-23-23 |
|                  |             |  | 7/31/2023      | 3,271.00      | Miscellaneous                                                                        | Parks Class Refunds FCC<br>07-24-23 to 07-30-23 |
|                  |             |  | 7/31/2023      | 2,492.32      | Miscellaneous                                                                        | Parks Class Refunds MCC<br>07-24-23 to 07-30-23 |
|                  |             |  | VISA Total     | 15,810.48     |                                                                                      |                                                 |
|                  |             |  |                |               |                                                                                      |                                                 |
|                  |             |  | Payroll Total  | 7,937,617.25  |                                                                                      |                                                 |
|                  |             |  |                |               |                                                                                      |                                                 |
|                  |             |  | GRAND TOTAL    | 29,896,508.47 |                                                                                      |                                                 |
|                  |             |  |                |               |                                                                                      |                                                 |

City of Vancouver  
Payroll Council Report  
July 10, 2023 - July 30, 2023

| Check No.       | Date     | Explanation                    | Amount          |
|-----------------|----------|--------------------------------|-----------------|
| 1357 - 1401     | 07/10/23 | July 10th Payroll              | \$ 22,544.63    |
| 202389 - 204254 | 07/10/23 | July 10th Direct Deposits      | \$ 3,850,560.46 |
| n/a             | 06/30/23 | 07/05/23 NACHA Return          | \$ (989.40)     |
| 204440          | 07/20/23 | Replacement for NACHA Return   | \$ 989.40       |
| 1402 - 1451     | 07/25/23 | July 25th Payroll              | \$ 21,564.27    |
| 204441 - 206305 | 07/25/23 | July 25th Direct Deposits      | \$ 3,932,587.97 |
| 1452 - 1495     | 07/31/23 | 6 2023 Pension Payroll         | \$ 49,075.96    |
| 206385 - 206428 | 07/31/23 | 6 2023 Pension Direct Deposits | \$ 61,283.96    |
|                 |          |                                |                 |
|                 |          |                                |                 |
|                 |          |                                |                 |
|                 |          |                                |                 |
|                 |          |                                |                 |
|                 |          |                                |                 |

\$ 7,937,617.25



**TO:** Mayor and City Council

**FROM:** Eric Holmes, City Manager

**DATE:** 8/7/2023

**SUBJECT** Federal Heavier Truck Legislation

**Key Points**

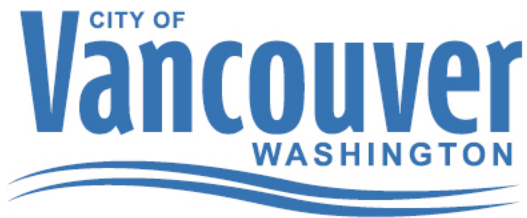
Informational Links

[H.R.3372 - 118th Congress \(2023-2024\): To amend title 23, United States Code, to establish a safety data collection program for certain 6-axle vehicles, and for other purposes. | Congress.gov | Library of Congress](#)

[Coalition Against Bigger Trucks: Local Officials Joint Letter Signup \(google.com\)](#)

[Local-Bridge-Study-3-25-23-FINAL.pdf \(cabt.org\)](#)

# Vancouver Climate Leadership Program



**Tara Bassi**, Bloomberg Harvard Summer Fellow  
**Stacey Dalgaard**, Associate Climate Project Coordinator  
City Manager's Office

# Vancouver Climate Leadership Program



## Climate

Develop knowledge, interests, and skills to meaningfully engage in Vancouver's climate actions



## Leadership

Nurture climate leaders of tomorrow to make climate-oriented impacts in their communities



## Policy

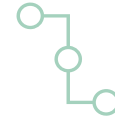
Provide civic engagement education to effectively advocate and work collaboratively with City government



# Program Concept

## Program Goals

- Community climate leaders
- Skills to meaningfully engage in climate action
- Inspire youth to pursue government and/or climate careers
- Increase access to city resources and knowledge



## Key Program Components

- City resources, government processes, and capabilities
- Discussions and opportunities for place-based climate action
- Self-directed projects
- Experiential learning
- Cohort-model that encourages interpersonal connections and growth

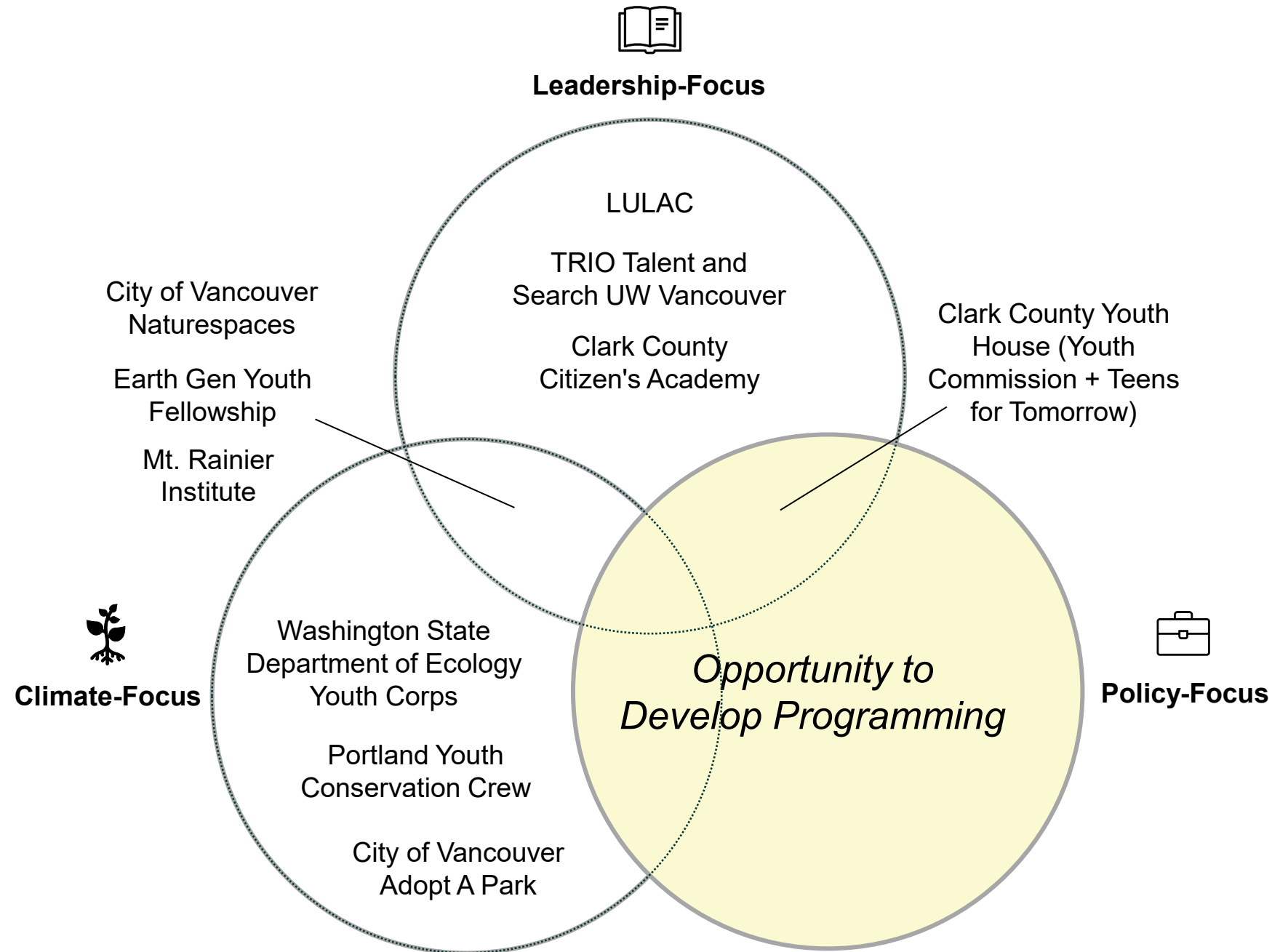


## Initial Cohort

- 6-10 high school students
- Diversely representing Vancouver's population



# Landscape of Existing Programs



# Key Learnings



Advisory panel structure →  
**Capacity building  
program**



**Collaborative and  
advocacy-based processes**  
allow members to effectively  
engage with City government

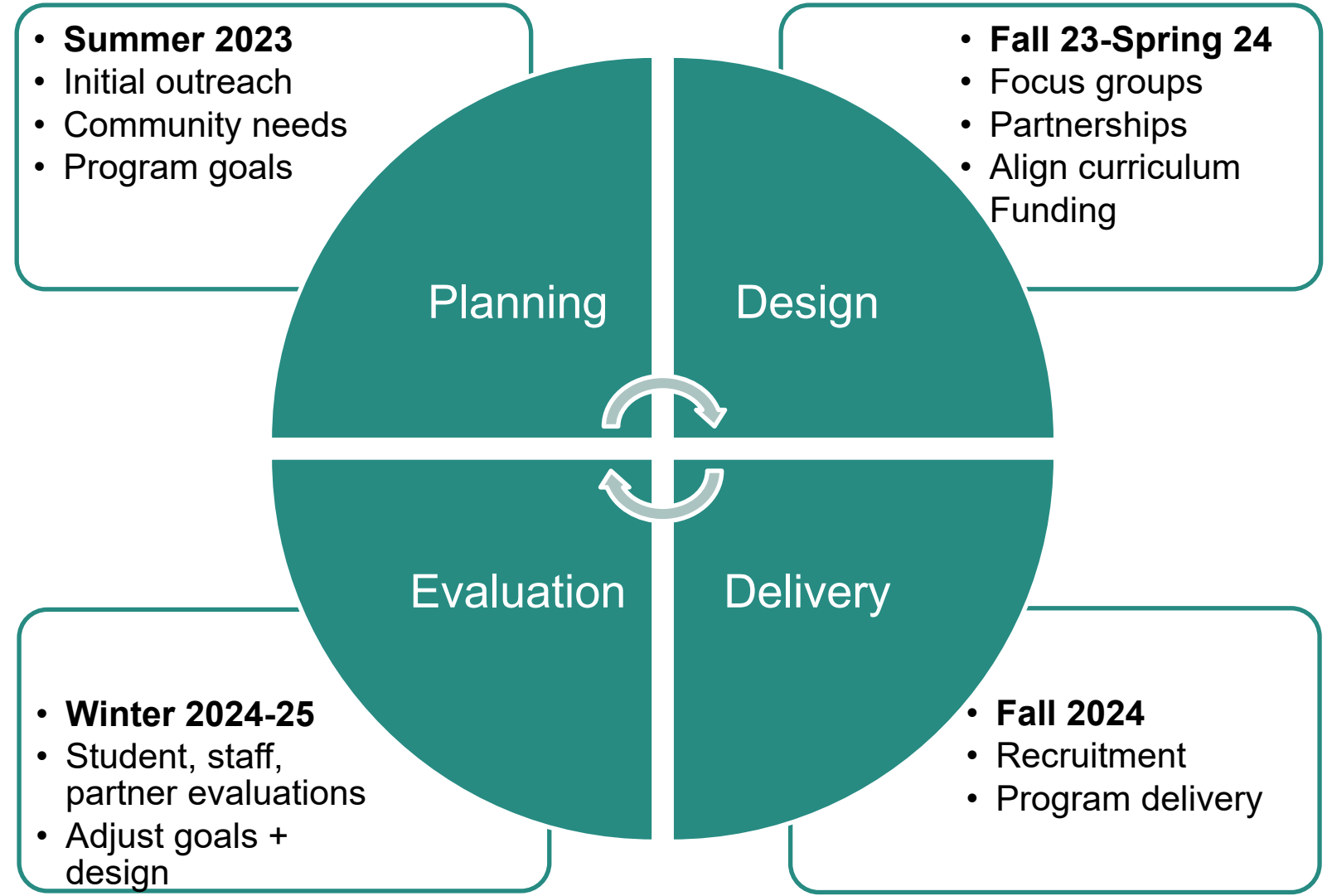


Members are equitably  
engaged through "**interest-  
based**" structures

# Program Development

## Approach:

- Iterative process
- Co-designed with youth
- Align with evolving community efforts
- Reduce barriers to participation
- Center equity



# Acknowledgements

## External



## Internal



City Manager's Office

Office of Equity & Inclusion

General Services

Human Resources

Community Development

Neighborhood Programs

Learning and Talent

Parks, Recreation, and Cultural Services

Vancouver Water Resources Education Center

Fourth Plain Forward

Clark County, WA

Department of Ecology, State of Washington

SWWICCA

Lower Columbia Nature Network

Earth Gen

Portland State University

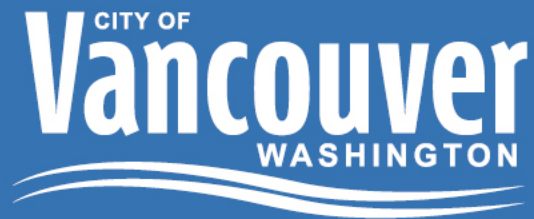
Washington State University, Vancouver

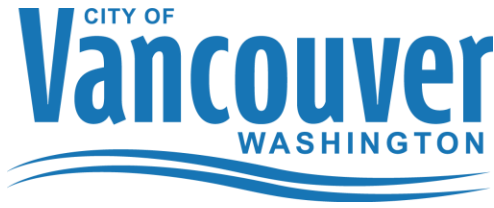
CAVU

Bloomberg Harvard City Leadership Initiative



**Thank You!**





# MEMORANDUM

**DATE:** August 7, 2023

**TO:** Mayor and Council

**FROM:** Eric Holmes, City Manager  
Aaron Lande, Policy & Program Manager  
Rebecca Small, Senior Policy Analyst  
Stacey Dalgaard, Associate Climate Project Coordinator  
Tara Bassi, Bloomberg Harvard Summer Fellow

**RE:** Update on CAF Action EQ-1-1: Climate Community Advisors

## INTRODUCTION

The Climate Team at the City Manager's Office (CMO) was tasked with advancing Action #1 of the Climate Action Framework (CAF). Action #1 calls on the CMO to *"establish a Climate Community Advisors panel to provide ongoing guidance from marginalized communities, particularly young people and people of color, on the equitable implementation of the CAF"* (p. 16).

Our research on this topic over the past three months has identified a unique opportunity for the City to develop programming at the intersection of civic engagement, climate action, and leadership development. Based on our key findings, we propose the following changes in Action #1 Climate Community Advisors Panel to better address this existing need:

### **Shift from an advisory panel structure to a capacity building program**

To ensure a truly inclusive atmosphere where people from various backgrounds may come together and contribute meaningfully, stakeholders recommend moving away from an advisory panel structure to a capacity-building program that provides skill-building, leadership development, and civic engagement opportunities. To meaningfully participate in an advisory panel focused on a specialized subject such as the equitable implementation of the CAF, members will need extensive background knowledge, policy-oriented skills, and, in some cases, industry-specific expertise to effectively provide recommendations. This naturally creates barriers to participation, particularly for most youth.

### **Offer youth a process to effectively advocate and work collaboratively with City government**

Stakeholders pointed out that Gen Z residents would most benefit from a path that leads to active participation and effective advocacy for climate-oriented issues in their community. This could look like exposure and access to City processes, capabilities, and resources; increased awareness of the City's approach to climate change; and education on ways to propose, action, and implement climate-oriented projects.

Additionally, we learned that there are not enough opportunities at the intersection of climate action, civic engagement, and leadership for Vancouver youth. Providing youth with skills or a process to articulate their own point of view, make informed choices, understand the value they bring to the table, and be exposed to city leaders, resources, and ideas helps them take charge of their future and have better relationships with their peers, community, and government.

### **Equitably engage members by creating an “interest-based” structure**

Conversations with our stakeholders emphasized caution around the erasure of the youth voice. Youth participation in advisory panels can often be a “kids’ table.” Those with more expertise tend to dominate the conversation, and the voice of less experienced members may be silenced. Various models and best practices demonstrate that a sense of community among participants is formed when a group has similar priorities, experiences, and ways of collaborating. Our community stakeholders and research have recommended a program bringing together diverse, high school-aged youth in the City of Vancouver.

The following sections provide an overview of key findings from community outreach, an overview of the initial program concept, areas for further research and development, an anticipated timeline for program development and delivery, and acknowledgements for the valuable time and insights provided by stakeholders and community experts.

## **I. OUTREACH**

Building on the recommendations above, staff met with various City departments, local educators, community leaders, cultural groups, and youth-centered organizations to explore what would make a climate-oriented panel or program meaningful for youth, with specific attention to marginalized communities, while supporting the equitable implementation of the CAF. These conversations revealed the following key findings that informed the program concept below.

### **1. The City is in a unique position to facilitate civic engagement opportunities**

- a. Currently, Vancouver has limited to no programming that directly involves youth in civic engagement. Clark County Youth Commission is one local example that is largely education-based. Civics has been deemphasized in schools, and educators are careful that curriculum does not become advocacy. Education sector stakeholders emphasized that the City of Vancouver is in a unique position as a venue for civic engagement to leverage municipal resources and specialists in the field to provide climate education and advocacy opportunities. The City can be on the leading edge of preparing Vancouver youth to engage with their local government and make informed decisions on climate issues.

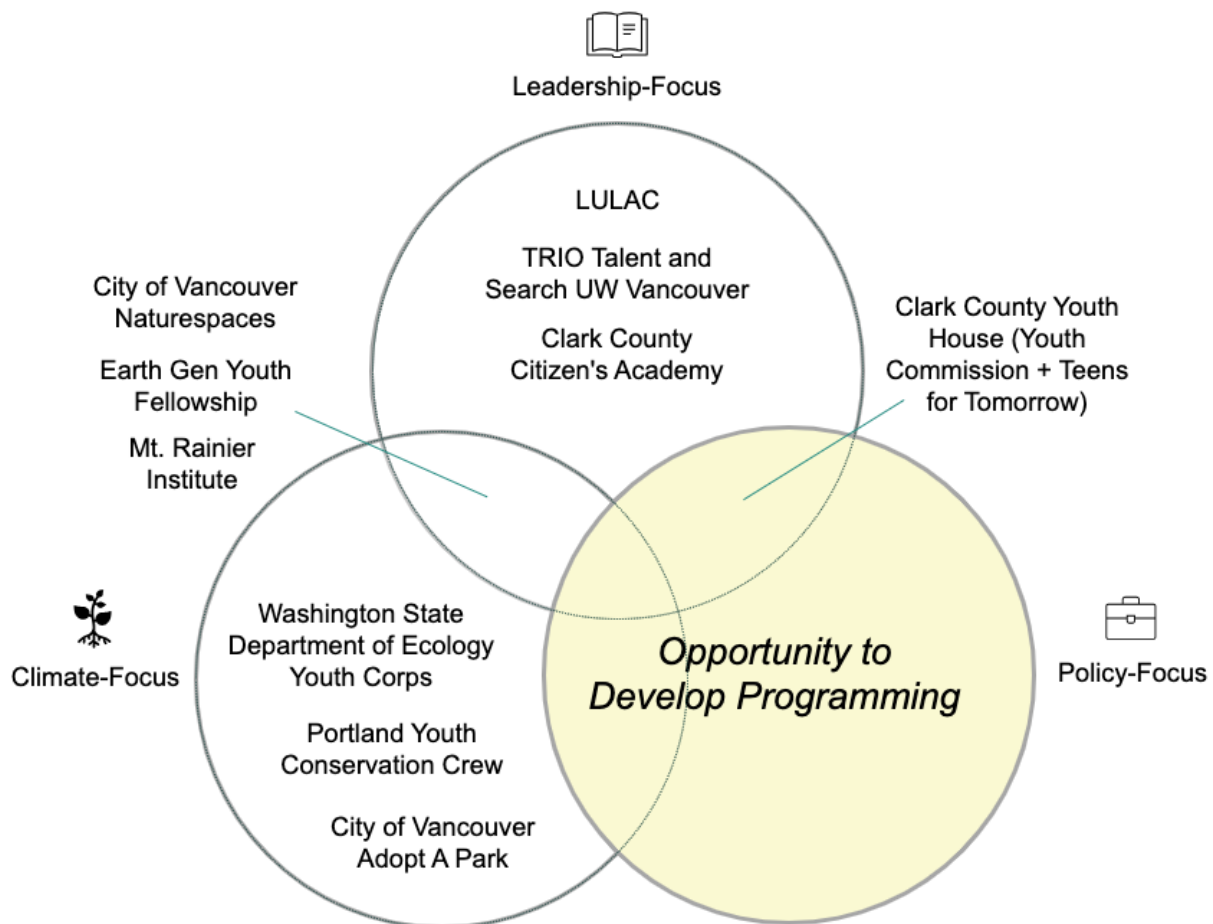
### **2. Youth are excited to actively engage with climate work**

- a. *Climate action advocacy:* Gen-Z is excited, passionate, and extremely aware of ongoing climate struggles globally through school curriculum, social media, and peer learning, and they are ready to take on challenges. To take this awareness forward, education stakeholders recommend demonstrating pathways for advocacy for youth to implement their school-based learnings through a hands-on approach. This could mean providing youth with space to work on climate-oriented projects, offering them mentorship and direct connections to City leaders, opportunities to do research on local communities through workshops and field trips, as well as learning about channels the City offers to implement proposed ideas or solutions from residents.
- b. *Acknowledge the burden of climate change:* Stakeholders informed us that youth feel betrayed by previous generations and lack trust in governments (who have historically failed to respond adequately). We learned the importance of a program where participants feel lifted, empowered, and heard, which can be addressed by youth being an active part of the City of Vancouver’s bold approach to climate action.

3. **Youth participation in boards and commissions should not be extractive or performative**
  - a. Educators and community leaders emphasized the need for opportunities for youth to share ideas equitably and have their voice heard. City staff must work to acknowledge the daily reality and lived experiences of youth coming from marginalized backgrounds while highlighting the value of the experiences and perspectives of all participants.
4. **Exposing youth to career pathways in City government will benefit all of Vancouver**
  - a. There are limited opportunities for Vancouver youth to be exposed to the breadth of career opportunities available to them, particularly in careers that have an impact on our climate future. As a major employer and climate actor, the City of Vancouver is uniquely positioned to provide exposure to career pathways within the City.

The Venn diagram below illustrates the landscape of youth programming in the Vancouver area at the intersection of civic engagement, climate action, and leadership development. Although not an exhaustive review of existing programming, it highlights an opportunity area for the City. The program concept outlined below aims to help fill the programming gap identified around the intersection of civics and climate education while also supporting the increasing demand for youth involvement in urban planning processes across the City.

**Figure 1: Landscape of Existing Programs**



## **II. PROPOSED PROGRAM CONCEPT**

The Vancouver Climate Leadership Program will support the next generation of climate leaders in learning how to work collaboratively with local government to make an impact in their community. Participants will be exposed to City resources, expertise, and mentorship from City staff and City partners throughout the program.

Participants will take field trips and meet with City staff to learn about and discuss local climate impacts and how the City is responding. Program content will be scaffolded to develop problem-solving and advocacy skills, public policy awareness, and project development tools while learning about the CAF and place-based climate change education. Emphasis will be placed on tooling Vancouver youth to be able to take meaningful climate action locally, navigate City government resources and policy-making processes, and imagine a variety of leadership roles where they can have a direct impact on their community.

### **Program Goals**

- Nurture community climate leaders.
- Develop skills and interest to meaningfully engage in Vancouver climate actions.
- Inspire youth to pursue local government and/or climate careers.
- Increase public awareness and access to city resources and knowledge.

### **Key Program Components**

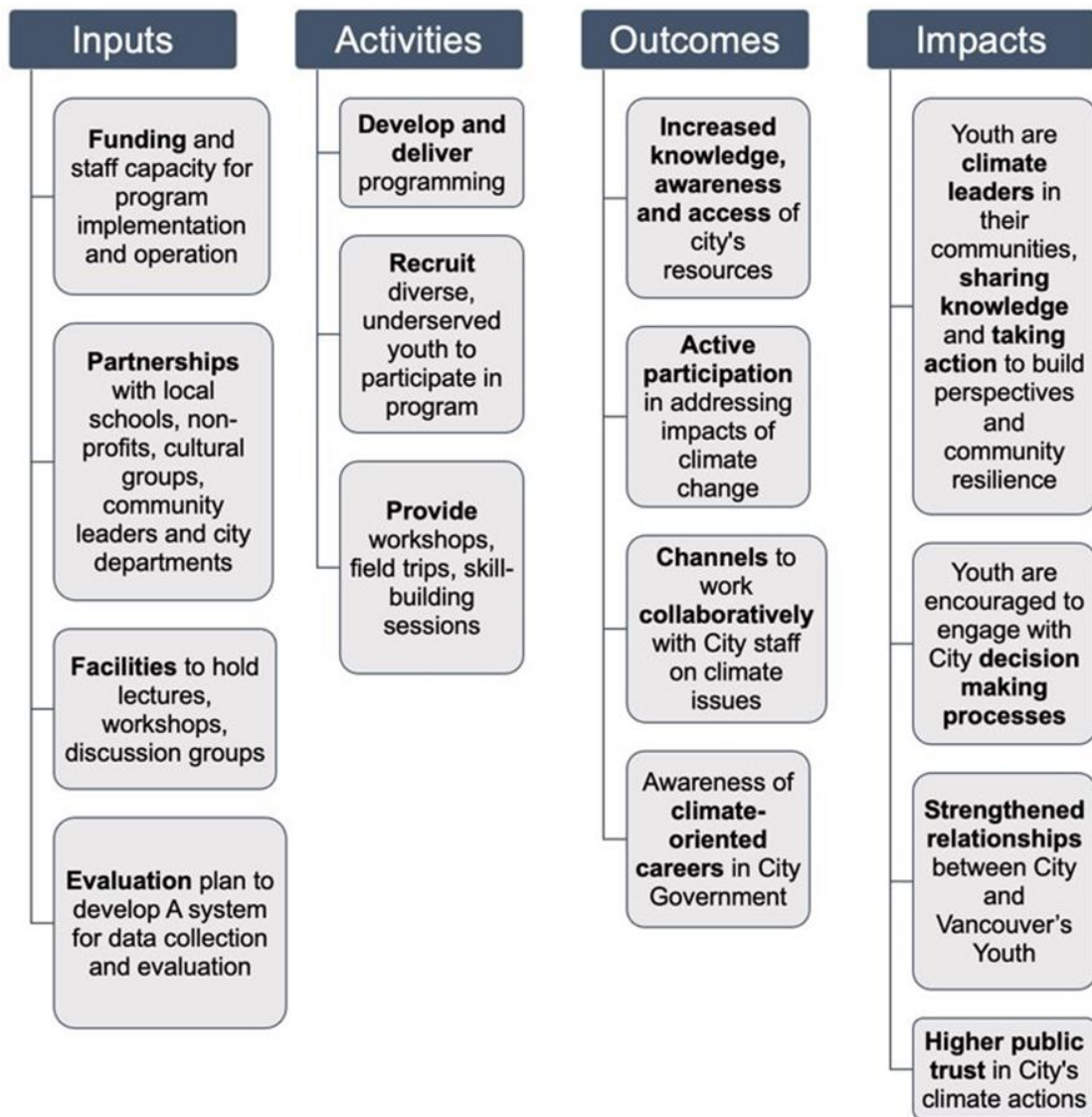
- Exposure to City resources, government processes, and capabilities through guest speakers, field trips, workshops, and discussions
- Discussions about local climate issues and opportunities for place-based actions prioritized in the CAF
- Self-directed projects that create climate action ripple effects, e.g. neighborhood assessments, service projects, direct advocacy, or other ideas
- Exposure to climate careers and various roles to advance climate action
- Experiential learning model that centers participants' lived experience and knowledge (concrete learning, reflective observation, abstract conceptualization, and active experimentation)
- Cohort-model that encourages interpersonal connections and growth

### **Initial Cohort**

- 6-10 high school students motivated to get involved in climate action
- Diversely representing Vancouver's population (gender identity, race and ethnicity, cultural background, sexual orientation, physical ability, and socioeconomic backgrounds).

The Vancouver Climate Leadership Program can only be effective and meaningful if the City commits to providing necessary resources, space, and time for participants. The diagram below outlines the inputs needed from the City to realize this program.





### III. AREAS FOR FURTHER RESEARCH AND DEVELOPMENT

**Barriers to participation:** To ensure the program is inclusive and representative, further discovery is needed of potential barriers to participation for our target youth population. Through youth focus groups and additional conversations with our community partners and City DEI team, we will examine our process for participant recruitment (e.g. marketing and outreach, application requirements), the accessibility of program activities and meeting locations, youth financial barriers, and other program components through this lens.

**Program content and youth-led projects:** We will build on key findings from youth focus groups this fall and work with educators from existing City programs to develop program content and field trips that meet the goals outlined above. In particular, more understanding is needed of the types of projects and degree of project implementation that would be meaningful for youth and feasible for City staff to support.

**Stipends, program certificate, or other rewards:** Further understanding is needed of what types of stipends or rewards would both make the program meaningful for youth and eliminate income-related barriers to participation. For some youth, a monthly bus pass during the program period may be of high value and reduce transportation-related barriers; for others, a stipend is needed to offset the earned income potential from regular employment during program hours. Based on a conversation with Accounting, additional policy development is needed around City stipend or gift card policies.

#### **IV. DEVELOPMENT TIMELINE**

##### **Phase 1: Initial Research and Planning SUMMER 2023 (underway)**

- Identify community needs
- Determine program goals
- Define program value

##### **Phase 2: Design FALL 2023 – SPRING 2024**

- Develop stakeholder relationships
  - Ongoing conversations with City departments, educators, cultural groups, community leaders
  - Youth focus groups
- Identify opportunities
  - Refine budget needs
  - Secure additional funding, if needed
  - Define program strategy and activities with partners
  - Align with ongoing climate curriculum development in K-12 schools
- Develop plan for learning, experiences and instruction
  - Recruitment strategy (e.g. outreach materials, application)
  - Curriculum development and evaluation plan (e.g. secure speakers, class content, field trips)

##### **Phase 3: Implementation FALL 2024**

- Recruitment
- Program delivery

##### **Phase 4: Evaluation WINTER 2024**

- Collect program evaluations and reflections
  - Staff, student, and partner evaluations
- Impact report assessment
- Identify improvements and innovations for next cohort

## V. ACKNOWLEDGEMENTS

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### **City of Vancouver**

#### City Manager's Office

Mayor: Anne McEnerny-Ogle

Program and Policy Development Manager:

Aaron Lande

Senior Policy Analyst: Rebecca Small

Office of Equity and Inclusion (OEI) Director:

Alicia Sojourner

OEI Business Partner: Nicole Chen

OEI Project Coordinator: Diana Betancourt Macias

Neighborhood Programs Coordinator: Daisy Quinonez (former)

#### City Attorney's Office

Deputy City Attorney: Nena Cook

#### General Services

Director: Geraldene Moyle

#### Human Resources

Director: Lisa Takach

Learning and Talent Development Coordinator: Brét Kertz

#### Community Development

Deputy Director: Rebecca Kennedy

Senior Planner: Domenique Martinelli

Land Use Planner: Kristian Corbin

#### Parks, Recreation & Cultural Services

Cultural Services Manager: Stacey Donovan

Volunteer Coordinator: Hailey Heath

Program Coordinator: Jessica George

Volunteer Program Assistant: Chelsea White

#### Vancouver Water Resources Education Center

Educator: Ashley Conley

Educator: Rainy Rau

### **Clark County Youth Commission**

Program Coordinator: Elizabeth Hill

### **Alliance for Community Engagement (ACE SWWA)**

Co-Directors: Heidy Cody, Cathryn Chudy

### **Washington State Department of Ecology**

Youth Corps Director: Ariona

### **Earth Gen**

Outreach Coordinator: Cameron Foy

School Specialist: Laura Tyler

### **Fourth Plain Forward**

Executive Director: Paul Burgess

Board Member: Paris Nelson

### **Portland State University**

Urban Planner and Researcher: Nathan McNeill

### **City of Boise**

Climate Education Specialist: Jenny Wolf

Water Education Coordinator: Augie Gabrielli

### **SWWICCA (Southwest Washington Indian Cultural and Charitable Association)**

Community Members and Youth

### **Washington State University Vancouver (WSU Vancouver)**

Director of Integrated Communication: Nanu Iyer

Campus Director of TRiO Talent Search Programs:

Paris Nelson

### **CAVU (Climate Advocates Voces Unidas)**

Executive Director: Kurt Gutjahr

Indigenous Education Liason: Jen Santry

### **Bloomberg Harvard City Leadership Initiative**

Program Manager, City Support: Lindsay Woodson

Faculty Advisor: Hollie Russon Gilman

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